



City of Glendale

5850 West Glendale Avenue
Glendale, AZ 85301

Voting Meeting Agenda City Council

Mayor Jerry Weiers
Vice Mayor Ian Hugh
Councilmember Jamie Aldama
Councilmember Samuel Chavira
Councilmember Ray Malnar
Councilmember Lauren Tolmachoff
Councilmember Bart Turner

Tuesday, September 13, 2016

6:00 PM

Council Chambers

Voting Meeting

AMENDED VOTING MEETING AGENDA

On Monday, September 12, 2016 at 3:30 p.m., Item #28 was amended by the City Clerk's Office to add Resolution #5154 to the agenda.

One or more members of the City Council may be unable to attend the Council Meeting in person and may participate telephonically, pursuant to A.R.S. § 38-431(4).

CALL TO ORDER

POSTING OF COLORS

PLEDGE OF ALLEGIANCE

PRAYER/INVOCATION

Any prayer/invocation that may be offered before the start of regular Council business shall be the voluntary offering of a private citizen, for the benefit of the Council and the citizens present. The views or beliefs expressed by the prayer/invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker. A list of volunteers is maintained by the Mayor's Office and interested persons should contact the Mayor's Office for further information.

CITIZEN COMMENTS

If you wish to speak on a matter concerning Glendale city government that is not on the printed agenda, please fill out a Citizen Comments Card located in the back of the Council Chambers and give it to the City Clerk before the meeting starts. The City Council can only act on matters that are on the printed agenda, but may refer the matter to the City Manager for follow up. When your name is called by the Mayor, please proceed to the podium. State your name and the city in which you reside for the record. If you reside in the City of Glendale, please state the Council District you live in (if known) and begin speaking. Please limit your comments to a period of three minutes or less.

APPROVAL OF THE MINUTES OF AUGUST 9, 2016

1. [16-399](#) APPROVAL OF THE MINUTES OF THE AUGUST 9, 2016 VOTING MEETING
Staff Contact: Julie K. Bower, City Clerk
Attachments: [Meeting Minutes of August 9, 2016](#)

PROCLAMATIONS AND AWARDS

2. [16-398](#) PROCLAIM OCTOBER 2016 AS NATIONAL FIRE PREVENTION MONTH
Staff Contact: Terry Garrison, Fire Chief
Presented By: Office of the Mayor
Accepted By: Jason Webb, Glendale Firefighter Paramedic

CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the City Council. Items on the consent agenda are intended to be acted upon in one motion unless the Council wishes to hear any of the items separately.

3. [16-394](#) RECOMMEND APPROVAL OF SPECIAL EVENT LIQUOR LICENSE, ST. LOUIS THE KING ROMAN CATHOLIC CHURCH
Staff Contact: Vicki Rios, Director, Budget and Finance
Attachments: [Application](#)
[Calls for Service](#)
4. [16-395](#) RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-21186, PITA KITCHEN
Staff Contact: Vicki Rios, Director, Budget and Finance
Attachments: [Map](#)
[Calls for Service](#)
5. [16-396](#) RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-21156, K SUSHI BAR & GRILL
Staff Contact: Vicki Rios, Director, Budget and Finance
Attachments: [Map](#)
[Calls for Service](#)
6. [16-397](#) RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-21200, JR'S MARKET BEER, WINE & FOOD
Staff Contact: Vicki Rios, Director, Budget and Finance
Attachments: [Map](#)
[Calls for Service](#)
7. [16-386](#) APPROVAL OF THE FISCAL YEAR 2016-2017 (FY16-17) GILA RIVER ARENA CAPITAL REPAIRS/REPLACEMENT PROGRAM AND AUTHORIZATION FOR THE CITY MANAGER TO RELEASE FUNDS TO AEG

MANAGEMENT GLENDALE LLC
Staff Contact: Vicki Rios, Director, Budget and Finance

Attachments: [FY2016-17 Capital Improvement Plan - Exhibit A](#)

8. [16-400](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH BWC ENTERPRISES INC., DOING BUSINESS AS WOODRUFF CONSTRUCTION, FOR GENERAL MAINTENANCE AND REPAIR (HANDYMAN SERVICES)
Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Linking Agreement](#)

9. [16-401](#) AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE LINKING AGREEMENT WITH SAN TAN AUTO PARTNERS, LLC, DOING BUSINESS AS SAN TAN FORD, FOR THE PURCHASE OF THREE VEHICLES
Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Amendment No. 1](#)

10. [16-402](#) AUTHORIZATION TO ENTER INTO AMENDMENT NO. 2 TO THE LINKING AGREEMENT WITH TITAN POWER, INC., FOR PREVENTATIVE MAINTENANCE AND REPAIR SERVICES TO UNINTERRUPTIBLE POWER SUPPLY UNITS
Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Amendment No. 2](#)

11. [16-403](#) AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH CACTUS ASPHALT, A DIVISION OF CACTUS TRANSPORT INC., FOR THE PAVEMENT MANAGEMENT PROGRAM CRACK SEAL PROJECT
Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Construction Agreement](#)
[Bid Tabulation 151631](#)

12. [16-404](#) AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH VIASUN CORPORATION FOR THE PAVEMENT MANAGEMENT PROGRAM SLURRY SEAL PROJECT
Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Construction Agreement](#)
[Bid Tabulation 151630](#)

13. [16-412](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH ENNIS PAINT, INC., DOING BUSINESS AS ENNIS-FLINT, FOR WATERBORNE FAST DRY TRAFFIC PAINT
Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Linking Agreement](#)

14. [16-410](#) AUTHORIZATION TO ENTER INTO A MUNICIPAL BILL-CREDITING AGREEMENT WITH SALT RIVER PROJECT FOR HOOVER POWER BILL CREDITING

Staff Contact: Craig Johnson, P.E., Director, Water Services

Attachments: [Municipal Bill-Crediting Agreement](#)

15. [16-353](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH CALMAT CO., DOING BUSINESS AS VULCAN MATERIALS COMPANY, AND APPROVE THE EXPENDITURE OF FUNDS FOR ROAD MATERIALS
Staff Contact: Craig Johnson, P.E., Director, Water Services

Attachments: [Linking Agreement](#)

16. [16-358](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH FISHER SCIENTIFIC COMPANY, LLC, AND APPROVE THE EXPENDITURE OF FUNDS FOR LABORATORY EQUIPMENT AND TESTING SUPPLIES
Staff Contact: Craig Johnson, P.E., Director, Water Services

Attachments: [Linking Agreement](#)

17. [16-388](#) EXPENDITURE AUTHORIZATION FOR ANNUAL AMORTIZED EQUIPMENT AND DISPATCH COSTS FOR FISCAL YEAR 2016-17 WITH THE CITY OF PHOENIX FOR COMPUTER AIDED DISPATCH (CAD) SERVICES
Staff Contact: Terry Garrison, Fire Chief

Attachments: [FY 2016-17 CAD Annual Payment](#)

18. [16-422](#) POSITION RECLASSIFICATIONS
Staff Contact: Jim Brown, Director, Human Resources and Risk Management

Attachments: [Classification Study Status Report](#)

CONSENT RESOLUTIONS

19. [16-416](#) RESOLUTION NO. 5145 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT ENTITLED, "MASTER STUDENT PLACEMENT AGREEMENT" WITH PEORIA UNIFIED SCHOOL DISTRICT NO. 11, WORK BASED LEARNING PROGRAM, FOR STUDENT INTERNSHIP OPPORTUNITIES.

Staff Contact: Jim Brown, Director, Human Resources and Risk Management

Attachments: [Resolution 5145](#)
[Master Student Placement Agreement](#)

20. [16-406](#) RESOLUTION NO. 5146 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A MODIFICATION TO THE FEDERAL FISCAL YEAR 2016 STATE AND

LOCAL TASK FORCE INTERGOVERNMENTAL AGREEMENT WITH THE UNITED STATES DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION.

Staff Contact: Rick St. John, Interim Police Chief

Attachments: [Resolution 5146](#)
[Modification - FFY16 IGA with DEA for Task Force](#)

21. [16-407](#) RESOLUTION NO. 5147 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT ENTITLED "PROGRAM-FUNDED STATE AND LOCAL TASK FORCE AGREEMENT" WITH THE UNITED STATES DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION (DEA), FOR FEDERAL FISCAL YEAR 2017 TO CONTINUE PARTICIPATING IN A DEA TASK FORCE IN THE PHOENIX AREA.

Staff Contact: Rick St. John, Interim Police Chief

Attachments: [Resolution 5147](#)
[Intergovernmental Agreement - FFY17 with DEA](#)

22. [16-420](#) RESOLUTION NO. 5148 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO AND ACCEPTANCE OF THE FY 2016 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM AWARD (AWARD NO. 2016-DJ-BX-1008) FROM THE UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, IN THE APPROXIMATE AMOUNT OF \$86,509 ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

Staff Contact: Rick St. John, Interim Police Chief

Attachments: [Resolution 5148](#)
[Award Agreement - Edward Byrne JAG 2016](#)

23. [16-408](#) RESOLUTION NO. 5149 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO OF A LICENSE AND USE AGREEMENT WITH COW CHOW CROPPERS FOR THE USE OF CITY-OWNED PROPERTY LOCATED AT 91ST AVENUE AND BETHANY HOME ROAD IN GLENDALE, ARIZONA.

Staff Contact: Tom Duensing, Assistant City Manager

Attachments: [Resolution 5149](#)
[C11015 - License and Use Agreement](#)
[Special Procurement Request](#)

24. [16-417](#) RESOLUTION NO. 5150 NEW SERIES
- A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO OF AMENDMENT NO. 1 TO A LICENSE AGREEMENT WITH MARICOPA COUNTY FOR THE USE OF FIRE STATION NO. 154 AT 4439 WEST PEORIA AVENUE, GLENDALE, ARIZONA.
- Staff Contact: Jack Friedline, Director, Public Works
- Attachments:** [Resolution 5150](#)
[Amendment No. 1](#)
25. [16-418](#) RESOLUTION NO. 5151 NEW SERIES
- A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO A LICENSE AGREEMENT WITH MARICOPA COUNTY FOR THE USE OF CITY WELLSITE NO. 7 AT 4706 WEST OCOTILLO ROAD, GLENDALE, ARIZONA.
- Staff Contact: Jack Friedline, Director, Public Works
- Attachments:** [Resolution 5151](#)
[Amendment No. 1](#)
26. [16-415](#) RESOLUTION NO. 5152 NEW SERIES
- A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO OF A POWER SALES CONTRACT WITH ARIZONA POWER AUTHORITY.
- Staff Contact: Craig Johnson, P.E., Director, Water Services
- Attachments:** [Resolution 5152](#)
[Power Sales Contract](#)

PUBLIC HEARING - LAND DEVELOPMENT ACTIONS

27. [16-423](#) RESOLUTION NO. 5153 NEW SERIES
- A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING THE GENERAL PLAN MAP OF THE CITY OF GLENDALE, ARIZONA, BY APPROVING GENERAL PLAN AMENDMENT GPA16-02 FOR PROPERTY LOCATED AT 8847 WEST GLENDALE AVENUE.
- ORDINANCE NO. 3002 NEW SERIES
- AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REZONING PROPERTY LOCATED AT 8847 WEST GLENDALE AVENUE FROM A-1 (AGRICULTURAL), C-O (COMMERCIAL

OFFICE), AND R1-6 (SINGLE FAMILY RESIDENCE) TO PAD (PLANNED AREA DEVELOPMENT) FOR A DEVELOPMENT PLAN ENTITLED "WESTGATE VILLAGE", AMENDING THE ZONING MAP; PROVIDING AN EFFECTIVE DATE; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE BE RECORDED.

Staff Contact: Jon M. Froke, AICP, Planning Director

Attachments:

[Resolution 5153](#)

[Ordinance 3002 with Exhibit A](#)

[Planning Staff Report](#)

[Narrative-GPA & REZONING \(Hearing Submittal\)](#)

[Citizen Participation Final Report](#)

[Certification of Adequate School Facilities](#)

[GPA16-02](#)

[ZON16-01](#)

[ZON16-01 & GPA16-02A](#)

[POWERPOINT](#)

RESOLUTIONS

28. [16-392](#) RESOLUTION NO. 5154 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, DECLARING THE OFFICIAL CANVASS OF VOTES CAST IN THE CITY OF GLENDALE PRIMARY ELECTION HELD AUGUST 30, 2016; DECLARING THE ELECTION OF THE MAYOR AND THREE COUNCILMEMBERS; AND ORDERING THAT A CERTIFIED COPY OF THIS RESOLUTION BE RECORDED.

Staff Contact: Julie K. Bower, City Clerk

Attachments:

[Resolution 5154 with Exhibits - Final - Updated 091316 @3:40 p.m.](#)

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

COUNCIL COMMENTS AND SUGGESTIONS

ADJOURNMENT

Upon a public majority vote of a quorum of the City Council, the Council may hold an executive session, which will not be open to the public, regarding any item listed on the agenda but only for the following purposes:

- (i) discussion or consideration of personnel matters (A.R.S. § 38-431.03(A)(1));
- (ii) discussion or consideration of records exempt by law from public inspection (A.R.S. § 38-431.03(A)(2));
- (iii) discussion or consultation for legal advice with the city's attorneys (A.R.S. § 38-431.03(A)(3));
- (iv) discussion or consultation with the city's attorneys regarding the city's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted in order to avoid or resolve litigation (A.R.S. § 38-431.03(A)(4));
- (v) discussion or consultation with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations with employee organizations (A.R.S. § 38-431.03(A)(5)); or
- (vi) discussing or consulting with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (A.R.S. § 38-431.03(A)(7)).



City of Glendale

5850 West Glendale Avenue
Glendale, AZ 85301

Legislation Description

File #: 16-399, Version: 1

APPROVAL OF THE MINUTES OF THE AUGUST 9, 2016 VOTING MEETING
Staff Contact: Julie K. Bower, City Clerk

City of Glendale

5850 West Glendale Avenue
Glendale, AZ 85301



Meeting Minutes - Draft

Tuesday, August 9, 2016

6:00 PM

Voting Meeting

Council Chambers

City Council

Mayor Jerry Weiers

Vice Mayor Ian Hugh

Councilmember Jamie Aldama

Councilmember Samuel Chavira

Councilmember Ray Malnar

Councilmember Lauren Tolmachoff

Councilmember Bart Turner

CALL TO ORDER

- Present:** 6 - Vice Mayor Ian Hugh, Councilmember Jamie Aldama, Councilmember Samuel Chavira, Councilmember Ray Malnar, Councilmember Lauren Tolmachoff, and Councilmember Bart Turner
- Absent:** 1 - Mayor Jerry Weiers

Also present were Kevin Phelps, City Manager; Michael Bailey, City Attorney; and Julie Bower, City Clerk.

PLEDGE OF ALLEGIANCE**PRAYER/INVOCATION**

The invocation was offered by Captain Oh of the Salvation Army.

CITIZEN COMMENTS

James Deibler, a Phoenix resident, wanted J.C. Penney's and Dillard's to open stores at Westgate. He would like the Arizona Cardinals to donate money to the Parks and Recreation Department to assist with repairs to the pool at O'Neil Park. Mr. Deibler said there was a need for bus routes to Glendale Community College. He also commented on the Burdick for Mayor campaign signs.

Joy, a Sahuaro resident, spoke about criminal activity in her neighborhood and at a massage parlor near her residence.

Mercedes Denney, a Yucca resident, was concerned about recent flooding in her neighborhood and the retention basin near her home. She provided pictures of the retention basin and the flooding near her home.

Alice Mollon, a Yucca resident, said her home and several others were flooded in 2014 because of the City's improper maintenance of the retention basin at 83rd Avenue and Georgia. The basin drains did not function properly and caused the flooding of the street and neighborhood homes.

Ms. Mollon added that she had filed a claim against the City but had received no response and that since the area was not designated a flood zone, she had no flood insurance. The estimated damage to her home was \$133,000 and she had paid \$65,000 out of her own pocket for repairs. Ms. Mollon asked the City to respond to her claim, find a long term solution and repave the street.

APPROVAL OF THE MINUTES OF JUNE 28, 2016**1. [16-382](#)****APPROVAL OF THE MINUTES OF THE JUNE 28, 2016 VOTING MEETING**

Staff Contact: Julie K. Bower, City Clerk

A motion was made by Councilmember Malnar, seconded by Councilmember Chavira, that this agenda item be approved. The motion carried by the following vote:

Aye: 6 - Vice Mayor Hugh, Councilmember Aldama, Councilmember Chavira, Councilmember Malnar, Councilmember Tolmachoff, and Councilmember Turner

Absent: 1 - Mayor Weiers

BOARDS, COMMISSIONS AND OTHER BODIES

2. [16-361](#)

BOARDS, COMMISSIONS & OTHER BODIES

Staff Contact: Brent Stoddard, Director, Public Affairs

Citizens Transportation Oversight Commission

Michael Hart, Cholla appointment

Joan Young, Yucca appointment

Library Advisory Board

Sidney Haddon, Teen appointment, Mayoral appointment

Parks and Recreation Advisory Commission

Len Cow, Cholla appointment

Public Safety Personnel Retirement System Fire Board

Anthony Butch, Fire Rep reappointment

A motion was made by Councilmember Tolmachoff, seconded by Councilmember Turner, that this agenda item be approved. The motion carried by the following vote:

Aye: 6 - Vice Mayor Hugh, Councilmember Aldama, Councilmember Chavira, Councilmember Malnar, Councilmember Tolmachoff, and Councilmember Turner

Absent: 1 - Mayor Weiers

PROCLAMATIONS AND AWARDS

3. [16-373](#)

2016 GLENDALE HISTORIC PRESERVATION AWARD

Staff Contact: Jon M. Froke, AICP, Planning Director, Development Services

Presented By: Office of the Mayor

Accepted By: Ms. Martha Dennis

Vice Mayor Hugh presented Martha Dennis with the 2016 Ruth Byrne Historic Preservation Award.

Ron Short explained the award was to honor the recipient for outstanding work in the preservation of Glendale history. Ms. Dennis had been with the Glendale Historical Society for decades. She had worked hard providing tours, working on exhibits and truly deserved the award. Mr. Short said Ruth Byrne was very excited about Ms. Dennis receiving the award.

Vice Mayor Hugh said it was an honor to present the award to Ms. Dennis.

Ms. Dennis thanked everyone for the honor. The award was very special to her because Ruth Byrne had been a mentor. She invited everyone to visit the Historical Society House at Sahuaro Ranch Park.

CONSENT AGENDA

Ms. Bower read Consent Agenda items 4 through 23 and Consent Resolution items 24 through 31.

4. [16-344](#) RECOMMEND APPROVAL OF SPECIAL EVENT LIQUOR LICENSE, KNIGHTS OF COLUMBUS COUNCIL 7114
Staff Contact: Vicki Rios, Director, Budget and Finance
This agenda item was approved.

5. [16-346](#) RECOMMEND APPROVAL OF SPECIAL EVENT LIQUOR LICENSE, OUR LADY OF PERPETUAL HELP
Staff Contact: Vicki Rios, Director, Budget and Finance
This agenda item was approved.

6. [16-348](#) RECOMMEND APPROVAL OF SPECIAL EVENT LIQUOR LICENSES, FIGHTER COUNTRY FOUNDATION
Staff Contact: Vicki Rios, Director, Budget and Finance
This agenda item was approved.

7. [16-350](#) RECOMMEND APPROVAL OF SPECIAL EVENT LIQUOR LICENSES, DEEP WITHIN REHAB CENTER
Staff Contact: Vicki Rios, Director, Budget and Finance
This agenda item was approved.

8. [16-352](#) RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-20087, BAR LOUIE
Staff Contact: Vicki Rios, Director, Budget and Finance
This agenda item was approved.

9. [16-354](#) RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-21017, EASY STOP CORNER
Staff Contact: Vicki Rios, Director, Budget and Finance
This agenda item was approved.

10. [16-380](#) AUTHORIZATION TO ENTER INTO AMENDMENT NO. 4 TO THE AGREEMENT BETWEEN INTERGRAPH CORPORATION AND THE CITY OF GLENDALE
Staff Contact: Rick St. John, Interim Police Chief
This agenda item was approved.

11. [16-345](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH IAC/INSTRUMENTATION AND CONTROLS, LLC, AND APPROVE THE EXPENDITURE OF FUNDS FOR MSA GAS MONITORS PARTS AND

ACCESSORIES

Staff Contact: Craig Johnson, P.E., Director, Water Services

This agenda item was approved.

12. [16-347](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH AZ WASTEWATER INDUSTRIES, INC., AND APPROVE THE EXPENDITURE OF FUNDS FOR SEWER MAINTENANCE PARTS AND ACCESSORIES
Staff Contact: Craig Johnson, P.E., Director, Water Services
This agenda item was approved.
13. [16-349](#) AWARD OF BID IFB 16-02, AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH BORDER STATES ELECTRIC SUPPLY AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE ELECTRICAL PARTS AND RELATED SUPPLIES
Staff Contact: Craig Johnson, P.E., Director, Water Services
This agenda item was approved.
14. [16-351](#) AWARD OF BID IFB 16-02, AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH VOSS LIGHTING AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE ELECTRICAL PARTS AND RELATED SUPPLIES
Staff Contact: Craig Johnson, P.E., Director, Water Services
This agenda item was approved.
15. [16-355](#) AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH ARIZONA WASTEWATER INDUSTRIES, INC., AND APPROVE THE EXPENDITURE OF FUNDS FOR PARTS AND REPAIR SERVICES FOR CUES CAMERA EQUIPMENT
Staff Contact: Craig Johnson, P.E., Director, Water Services
This agenda item was approved.
16. [16-356](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH SOUTHWEST ENVIRONMENTAL, INC., DOING BUSINESS AS SOUTHWEST ENVIRONMENTAL TESTING, INC., AND APPROVE THE EXPENDITURE OF FUNDS FOR MANHOLE REHABILITATION
Staff Contact: Craig Johnson, P.E., Director, Water Services
This agenda item was approved.
17. [16-359](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH VWR INTERNATIONAL, LLC, AND APPROVE THE EXPENDITURE OF FUNDS FOR LABORATORY EQUIPMENT AND TESTING SUPPLIES
Staff Contact: Craig Johnson, P.E., Director, Water Services
This agenda item was approved.

18. [16-357](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH HOFFMAN SOUTHWEST CORP., DOING BUSINESS AS PROFESSIONAL PIPE SERVICES, AND APPROVE THE EXPENDITURE OF FUNDS FOR WASTEWATER COLLECTION SYSTEM CLEANING
Staff Contact: Craig Johnson, P.E., Director, Water Services
This agenda item was approved.
19. [16-377](#) AUTHORIZATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN NATIONAL FOREST FOUNDATION AND THE CITY OF GLENDALE
Staff Contact: Craig Johnson, P.E., Director, Water Services
This agenda item was approved.
20. [16-365](#) AUTHORIZATION TO ENTER INTO AMENDMENT NO. 2 TO THE LINKING AGREEMENT WITH DIVERSIFIED FLOORING SERVICES - PHOENIX, LLC, FOR COMMERCIAL FLOORING PRODUCTS AND SERVICES
Staff Contact: Jack Friedline, Director, Public Works
This agenda item was approved.
21. [16-366](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH CLIMATEC, LLC, DOING BUSINESS AS CLIMATEC BTG, FOR FIRE SUPPRESSION, FIRE ALARM SYSTEMS, AND FIRE EXTINGUISHERS
Staff Contact: Jack Friedline, Director, Public Works
This agenda item was approved.
22. [16-370](#) AUTHORIZATION TO APPROVE THE RATIFICATION OF EXPENDITURE OF FUNDS FOR THE PURCHASE OF SOLAR FEEDBACK EQUIPMENT FROM CLARK ELECTRIC SALES, INC., DOING BUSINESS AS CLARK TRANSPORTATION SOLUTIONS
Staff Contact: Jack Friedline, Director, Public Works
This agenda item was approved.
23. [16-371](#) AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH HIGHLAND COMMERCIAL ROOFING, LLC, AND APPROVE THE RATIFICATION OF THE EXPENDITURE OF FUNDS FOR THE EMERGENCY REPAIR OF THE BANK OF AMERICA PLAZA BUILDING ROOF
Staff Contact: Jack Friedline, Director, Public Works
This agenda item was approved.

CONSENT RESOLUTIONS

24. [16-372](#) RESOLUTION 5136: AUTHORIZATION TO ENTER INTO A GRANT AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION FOR AIRPORT IMPROVEMENTS
Staff Contact: Jack Friedline, Director, Public Works
- RESOLUTION NO. 5136 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO A GRANT AGREEMENT WITH THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL AVIATION ADMINISTRATION, AND ACCEPTANCE OF GRANT FUNDS IN THE APPROXIMATE AMOUNT OF \$865,000 TO REHABILITATE THE APRON AT THE GLENDALE MUNICIPAL AIRPORT.
- This agenda item was approved.**
25. [16-379](#) RESOLUTION 5137: AUTHORIZATION TO ENTER INTO CHANGE ORDER NO. 1 TO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR A GRANT PASS-THROUGH AGREEMENT RELATING TO TRANSIT SERVICES
Staff Contact: Jack Friedline, Director, Public Works
- RESOLUTION NO. 5137 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO CHANGE ORDER NO. 1 TO THE INTERGOVERNMENTAL AGREEMENT (GRANT PASS-THROUGH AGREEMENT) WITH THE CITY OF PHOENIX FOR GRANT NO. AZ-16-X002 RELATING TO TRANSIT SERVICES.
- This agenda item was approved.**
26. [16-385](#) RESOLUTION 5138: AUTHORIZATION TO ENTER INTO AN INDEPENDENT CONTRACTOR AGREEMENT WITH ARIZONA COMMUNITY ACTION ASSOCIATION FOR COMMUNITY ACTION PROGRAM FUNDING
Staff Contact: Elaine Adamczyk, Interim Director, Community Services
- RESOLUTION NO. 5138 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND ENTERING INTO AN INDEPENDENT CONTRACTOR AGREEMENT WITH ARIZONA COMMUNITY ACTION ASSOCIATION TO RECEIVE FUNDING FOR FY 2016-17 UTILITY ASSISTANCE PROGRAMS.
- This agenda item was approved.**
27. [16-383](#) RESOLUTION 5139: AUTHORIZATION TO ENTER INTO AN EQUITABLE SHARING AGREEMENT WITH THE UNITED STATES DEPARTMENT OF JUSTICE
Staff Contact: Rick St. John, Interim Police Chief
- RESOLUTION NO. 5139 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN EQUITABLE SHARING AGREEMENT WITH THE UNITED STATES DEPARTMENT OF

JUSTICE FOR CONTINUED PARTICIPATION IN THE FEDERAL EQUITABLE SHARING PROGRAM ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

This agenda item was approved.

28. [16-340](#) RESOLUTION 5140: AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF TEMPE TO ACCEPT COMMUNICATIONS EQUIPMENT FOR WESTSIDE ALL HAZARDS INCIDENT MANAGEMENT TEAM
Staff Contact: Terry Garrison, Fire Chief

RESOLUTION NO. 5140 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT FOR EQUIPMENT FOR WESTSIDE ALL HAZARDS INCIDENT MANAGEMENT TEAM (AHIMT) WITH THE CITY OF TEMPE ON BEHALF OF THE GLENDALE FIRE DEPARTMENT; AND DIRECTING THAT THE INTERGOVERNMENTAL AGREEMENT BE RECORDED.

This agenda item was approved.

29. [16-343](#) RESOLUTION 5141: ADOPT A RESOLUTION APPROVING THE ISSUANCE OF REVENUE AND REFUNDING BONDS NOT TO EXCEED \$42,000,000 BY THE GLENDALE INDUSTRIAL DEVELOPMENT AUTHORITY FOR THE ROYAL OAKS LIFE CARE COMMUNITY PROJECT
Staff Contact: Brian Friedman, Director, Office of Economic Development

RESOLUTION NO. 5141 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, APPROVING THE ISSUANCE BY THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF GLENDALE, ARIZONA OF ITS SENIOR LIVING REVENUE BONDS, SERIES 2016 (ROYAL OAKS LIFE CARE COMMUNITY), IN ONE OR MORE SERIES AND IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$42,000,000.

This agenda item was approved.

30. [16-362](#) RESOLUTION 5142: AUTHORIZATION TO ENTER INTO A MODIFICATION TO THE INTERGOVERNMENTAL AGREEMENT (C-6636) WITH THE ARIZONA DEPARTMENT OF REVENUE RELATING TO THE ADMINISTRATION OF CERTAIN TAXES
Staff Contact: Vicki Rios, Director, Budget and Finance

RESOLUTION NO. 5142 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND ENTERING INTO A MODIFICATION TO THE INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA RELATING TO THE ADMINISTRATION OF CERTAIN TAXES.

This agenda item was approved.

31. [16-374](#) RESOLUTION 5143: AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT FOR JOINT LEGAL REPRESENTATION IN THE WHITE MOUNTAIN APACHE TRIBE WATER SETTLEMENT

Staff Contact: Michael D. Bailey, City Attorney

RESOLUTION NO. 5143 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT AND CONTRACT FOR LEGAL SERVICES WITH THE CITIES OF AVONDALE, CHANDLER AND SCOTTSDALE RELATING TO JOINT LEGAL REPRESENTATION IN THE SETTLEMENT EFFORTS RELATING TO THE WATER RIGHTS CLAIMS BY THE WHITE MOUNTAIN APACHE TRIBE.

This agenda item was approved.

Approval of the Consent Agenda

A motion was made by Turner, seconded by Aldama, to approve the recommended actions on Consent Agenda Item Numbers 4 through 23 and Consent Resolutions 24 through 31. The motion carried by the following vote:

Aye: 6 - Vice Mayor Hugh, Councilmember Aldama, Councilmember Chavira, Councilmember Malnar, Councilmember Tolmachoff, and Councilmember Turner

Absent: 1 - Mayor Weiers

PUBLIC HEARING - LAND DEVELOPMENT ACTIONS

32. [16-375](#) ANNEXATION (AN) APPLICATION AN-200 - 7111 NORTH 83RD AVENUE (PUBLIC HEARING REQUIRED)
Staff Contact: Jon M. Froke, AICP, Planning Director

Mr. Froke said the area being considered for annexation was located at 7111 North 83rd Avenue. The property was approximately five acres, located east of 83rd Avenue and just north of Glendale Avenue. Staff was working with the applicant on a new detached single-family subdivision on the property. The request tonight was for a public hearing and staff would come back to Council at a later date with an ordinance to officially adopt the annexation.

Vice Mayor Hugh opened the public hearing.

Don Gross, a Yucca resident, said it appeared the property was already being developed and was not sure how that could happen without official approval from the City. He wanted to know if homeowners in the area would be notified of the development plans for the property. He asked that no two-story homes be built because the property was higher than the homes in the surrounding area.

There were no other speakers and Vice Mayor Hugh closed the public hearing.

33. [16-376](#) ANNEXATION (AN) APPLICATION AN-201 - 7740 NORTH 83RD AVENUE (PUBLIC HEARING REQUIRED)
Staff Contact: Jon M. Froke, AICP, Planning Director

Mr. Froke said the proposed annexation at 7740 North 83rd Avenue, consisted of 16 acres and was located west of 83rd Avenue and south of Northern Avenue. Staff was requesting a public hearing and would come back to Council with further details about the annexation at a later date.

Vice Mayor Hugh opened the public hearing. There being no speakers, Vice Mayor Hugh closed the public hearing

ORDINANCES

34. [16-310](#)

ORDINANCE 2995: SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT IRRIGATION EASEMENT ALONG THUNDERBIRD ROAD BETWEEN 65TH AND 67TH AVENUES
Staff Contact: Jack Friedline, Director, Public Works

ORDINANCE NO. 2995 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF AN IRRIGATION EASEMENT IN FAVOR OF SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT LOCATED ON THUNDERBIRD AVENUE BETWEEN 65TH AVENUE AND 67TH AVENUE AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

Mr. Friedline said the proposed ordinance would grant a new irrigation easement to Salt River Project Agricultural Improvement and Power District (SRP) along Thunderbird Road, between 65th and 67th Avenues. Legacy School was constructing a new parking lot and SRP was requiring Legacy to pipe an existing open irrigation channel. Staff recommended granting the irrigation easement.

A motion was made by Councilmember Aldama, seconded by Councilmember Chavira, that this agenda item be approved. The motion carried by the following vote:

Aye: 6 - Vice Mayor Hugh, Councilmember Aldama, Councilmember Chavira, Councilmember Malnar, Councilmember Tolmachoff, and Councilmember Turner

Absent: 1 - Mayor Weiers

35. [16-367](#)

ORDINANCE 2998: SOUTHWEST GAS CORPORATION UTILITY EASEMENT AT CAMELBACK RANCH
Staff Contact: Jack Friedline, Director, Public Works

ORDINANCE NO. 2998 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF A UTILITY EASEMENT IN FAVOR OF SOUTHWEST GAS CORPORATION AT CAMELBACK RANCH; AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

Mr. Friedline said the proposed ordinance granted a utility easement to Southwest Gas Corporation across City property located at Camelback Ranch. Southwest Gas was requesting an easement to protect its facility. Staff recommended approval of the utility easement.

A motion was made by Councilmember Tolmachoff, seconded by

Councilmember Aldama, that this agenda item be approved. The motion carried by the following vote:

Aye: 6 - Vice Mayor Hugh, Councilmember Aldama, Councilmember Chavira, Councilmember Malnar, Councilmember Tolmachoff, and Councilmember Turner

Absent: 1 - Mayor Weiers

36. [16-368](#) ORDINANCE 2999: SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT POWER DISTRIBUTION EASEMENT ALONG 91ST AVENUE SOUTH OF MARYLAND AVENUE
Staff Contact: Jack Friedline, Director, Public Works

ORDINANCE NO. 2999 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF A POWER DISTRIBUTION EASEMENT IN FAVOR OF SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT LOCATED ALONG 91ST AVENUE SOUTH OF MARYLAND AVENUE; AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

Mr. Friedline said the proposed ordinance granted a new power distribution easement to Salt River Project Agricultural Improvement and Power District (SRP) along 91st Avenue south of Maryland Avenue. A new parking lot had been constructed by the City on the southwest corner of 91st Avenue and Maryland Avenues and the City had requested SRP to install power distribution lines to service the lights installed at the site.

Mr. Friedline said SRP was requesting a power distribution easement from the City to protect its facilities. Staff recommended granting the power distribution easement. There was construction and the cost was budgeted into the cost of the construction

A motion was made by Councilmember Malnar, seconded by Councilmember Tolmachoff, that this agenda item be approved. The motion carried by the following vote:

Aye: 6 - Vice Mayor Hugh, Councilmember Aldama, Councilmember Chavira, Councilmember Malnar, Councilmember Tolmachoff, and Councilmember Turner

Absent: 1 - Mayor Weiers

37. [16-369](#) ORDINANCE 3000: SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT IRRIGATION EASEMENT ALONG GLENDALE AVENUE WEST OF 99TH AVENUE
Staff Contact: Jack Friedline, Director, Public Works

ORDINANCE NO. 3000 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF AN IRRIGATION EASEMENT IN FAVOR OF SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT LOCATED ON GLENDALE AVENUE WEST OF 99TH AVENUE; AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

Mr. Friedline said the proposed ordinance granted a new irrigation easement to Salt River Project Agricultural Improvement and Power District (SRP) at westbound Glendale Avenue, west of 99th Avenue. The owner of the new Westgate Healthcare Campus, 101 West Health Care LLC, was conducting site improvements and SRP was requiring the owner to underground an existing open channel and irrigation structure.

Mr. Friedline explained SRP was requesting an irrigation easement from the City in order to underground the facility within the current and future Glendale right-of-way. Staff recommended granting the irrigation easement

A motion was made by Councilmember Aldama, seconded by Councilmember Chavira, that this agenda item be approved. The motion carried by the following vote:

Aye: 6 - Vice Mayor Hugh, Councilmember Aldama, Councilmember Chavira, Councilmember Malnar, Councilmember Tolmachoff, and Councilmember Turner

Absent: 1 - Mayor Weiers

38. [16-363](#) ORDINANCE 3001: ADOPT AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE I, SECTION 2-3 – COMMUNITY DEVELOPMENT AND BUILDING PERMIT FEES; ANNUAL REVIEW AND ADJUSTMENT; PAYMENT; WAIVER, OF THE GLENDALE CITY CODE
Staff Contact: Jean Moreno, Strategic Initiatives and Special Projects Executive Officer, City Manager's Office

ORDINANCE NO. 3001 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING GLENDALE CITY CODE CHAPTER 2 (ADMINISTRATION), ARTICLE I (IN GENERAL), SECTION 2-3 RELATING TO COMMUNITY DEVELOPMENT FEES.

Ms. Moreno said the proposed ordinance amended City Code Chapter 2, Article 1, Section 2-3 pertaining to Community Development fees. The amendment would allow a rebate of up to \$25,000 in Community Development fees associated with privately produced events in the Council adopted redevelopment area upon the finding the rebate or waiver was in the best interest of the City.

Ms. Moreno said there was a need from the community to privately produce events to attract visitors to the area. The City's fee structure was an obstacle, especially for ongoing, repetitive events. If adopted, an event producer could request a fee waiver of any fees shown on the Council adopted Community Development fee schedule. The fee waiver would only be granted if the event was sponsored by a business owner in the redevelopment area and was free to the public.

She added that the fee waiver program would provide a transparent process that supported local businesses that were attracting events to the downtown and Centerline areas. There was no required budget allocation to support the program.

A motion was made by Councilmember Turner, seconded by Councilmember Aldama, that this agenda item be approved. The motion carried by the following vote:

Aye: 6 - Vice Mayor Hugh, Councilmember Aldama, Councilmember Chavira, Councilmember Malnar, Councilmember Tolmachoff, and Councilmember Turner

Absent: 1 - Mayor Weiers

RESOLUTIONS

- 39.** [16-389](#) **RESOLUTION 5144: AUTHORIZATION TO ENTER INTO A PARTIAL SATISFACTION OF DEVELOPMENT AGREEMENT AS TO CERTAIN IDENTIFIED ZANJERO APARTMENTS PROJECT**
Staff Contact: Michael D. Bailey, City Attorney

RESOLUTION NO. 5144 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO AN AGREEMENT ENTITLED "PARTIAL SATISFACTION OF DEVELOPMENT AGREEMENT AS TO CERTAIN IDENTIFIED ZANJERO APARTMENTS PROPERTY" WITH ZANJERO GLENDALE, LLC; AND DIRECTING THAT THE AGREEMENT BE RECORDED.

Mr. Bailey said the proposed resolution approved the partial satisfaction of a development agreement regarding the Zanjero PAD. It would clean up the discrepancy between the development agreement and the PAD regarding authorized use density. It recognized that the City had collected revenue greater than \$6.7 million, which was the amount set forth in the development agreement.

Mr. Bailey said it would allow the property to be developed and, because of the discrepancies, additional items would come before Council regarding other properties to allow for future development.

A motion was made by Councilmember Tolmachoff, seconded by Councilmember Aldama, that this agenda item be approved. The motion carried by the following vote:

Aye: 6 - Vice Mayor Hugh, Councilmember Aldama, Councilmember Chavira, Councilmember Malnar, Councilmember Tolmachoff, and Councilmember Turner

Absent: 1 - Mayor Weiers

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

A motion was made by Councilmember Turner, seconded by Councilmember Tolmachoff, to hold the next regularly scheduled City Council Workshop on Tuesday, August 16, 2016 at 1:30 p.m. in the City Council Chambers, to be followed by an Executive Session pursuant to ARS 38-431.03, and it was further moved to vacate the regularly scheduled City Council Voting Meeting on Tuesday, August 23, 2016 due to the League of Arizona Cities and Towns Conference, and lastly moved to hold a regularly scheduled City Council Workshop on Tuesday, September 6, 2016 at 1:30 p.m. in City Council Chambers to be followed by an Executive Session pursuant to ARS 38-431.03. The motion carried by the following vote:

Aye: 6 - Vice Mayor Hugh, Councilmember Aldama, Councilmember Chavira, Councilmember Malnar, Councilmember Tolmachoff, and Councilmember Turner

Absent: 1 - Mayor Weiers

REQUEST TO EXCUSE MAYOR WEIERS

A motion was made by Councilmember Turner, seconded by Councilmember Tolmachoff, to excuse Mayor Weiers from the meeting. The motion carried by the following vote:

Aye: 6 - Vice Mayor Hugh, Councilmember Aldama, Councilmember Chavira, Councilmember Malnar, Councilmember Tolmachoff, and Councilmember Turner

Absent: 1 - Mayor Weiers

COUNCIL COMMENTS AND SUGGESTIONS

Councilmember Aldama recognized Deputy City Clerk Darcie McCracken for being named as the first Deputy City Clerk of the Year by the Arizona Municipal Clerk's Association Executive Board.

Councilmember Aldama said the City was considering the formation of an entertainment district in downtown Glendale. He asked residents to take an online survey and to attend a public meeting on Wednesday, August 31, 2016, at 6:00 p.m. in the City Council Chambers. He encouraged everyone to be involved in the process.

Councilmember Tolmachoff welcomed City Clerk Julie Bower.

Vice Mayor Hugh thanked Councilmembers for their assistance with the meeting.

ADJOURNMENT

The City Council adjourned at 6:59 p.m.



Legislation Description

File #: 16-398, Version: 1

PROCLAIM OCTOBER 2016 AS NATIONAL FIRE PREVENTION MONTH

Staff Contact: Terry Garrison, Fire Chief

Presented By: Office of the Mayor

Accepted By: Jason Webb, Glendale Firefighter Paramedic

Purpose and Recommended Action

This is a request for City Council to proclaim October 2016 as National Fire Prevention Month in Glendale and to present the proclamation to Glendale Firefighter Paramedic, Burn Survivor, and Arizona Burn Foundation Camp Courage Director Jason Webb.

Firefighter Paramedic Webb was chosen to be this year's proclamation recipient because of his tireless efforts as a Glendale Fire Pal who teaches Glendale school students fire safety and his numerous years of work with the Arizona Burn Foundation children's burn camp known as Camp Courage.

Background

The National Fire Protection Association (NFPA) has designated October 9-15, 2016, as National Fire Prevention Week with the theme, "Don't Wait Check the Date: Replace Smoke Alarms Every 10 Years." Each year Glendale proclaims October as Fire Prevention Month to remind everyone of the importance of fire safety. Fire safety education for citizens is a priority in the city of Glendale and in 2015; the Glendale Fire Department provided 265 fire safety presentations to over 7,798 youth and 1,075 adults.

Some of the fire safety programs provided by the Glendale Fire Department include: home escape planning, kitchen safety, smoke alarm tips, general home fire safety, and youth firesetter intervention and prevention programs. Citizens are encouraged to visit the Fire Department's web page at www.glendaleaz.com/fire <<http://www.glendaleaz.com/fire>> for more information, or contact the Fire Department's Public Educator Manager at 623-930-4483 to schedule a fire safety presentation.

Previous Related Council Action

Council has proclaimed October as Fire Prevention Month in Glendale since 1997.

Community Benefit/Public Involvement

For the last three years the NFPA has focused their National Fire Prevention Week message on smoke alarms due to public misconceptions regarding smoke alarms, which could place citizens at greater risk in a home fire. NFPA research has found the following:

- Only a small percentage of people know how old their smoke alarms are.
- Only a small percentage of homeowners know how often smoke alarms should be replaced

This year's message; "Don't Wait Check the Date: Replace Smoke Alarms Every 10 Years," is directed at the public misconceptions regarding smoke alarms. The key messages that the NFPA and the Glendale Fire Department want citizens to understand about smoke alarm replacement are:

- Smoke alarms should be replaced every 10 years
- Make sure you know the age of all smoke alarms in your home
- To find out how old your smoke alarms are, look at the manufacture date on the back label of the smoke alarm, the alarm should be replaced 10 years from that date

The goal this year is to transform awareness into action by encouraging citizens to check the date on their smoke alarms and to replace smoke alarms that are 10 years old or older.



Legislation Description

File #: 16-394, **Version:** 1

RECOMMEND APPROVAL OF SPECIAL EVENT LIQUOR LICENSE, ST. LOUIS THE KING ROMAN CATHOLIC CHURCH

Staff Contact: Vicki Rios, Director, Budget and Finance

Purpose and Recommended Action

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a special event liquor license for the St. Louis the King Roman Catholic Church, submitted by Miguel Angel Munoz. The event will be held at St. Louis the King Roman Catholic Church located at 4331 West Maryland Avenue on Friday, September 30, from 5 p.m. to 11 p.m. and Saturday and Sunday, October 1 and 2, 2016 from 11 a.m. to 11 p.m. The purpose of this special event liquor license is for fundraising at the fall festival.

Background Summary

St. Louis the King Roman Catholic Church is zoned R1-6 (Single-Family Residential) and located in the Cactus District. If this application is approved, the total number of special event liquor licenses issued at this location will be one of the allowed 12 events per calendar year. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

The City of Glendale Development Services, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.



Arizona Department of Liquor Licenses and Control
 800 W Washington 5th Floor
 Phoenix, AZ 85007-2934
 www.azliquor.gov
 (602) 542-5141

FOR DLIC USE ONLY

Event Date(s):	Sept 30/16 - Oct 2/16
Event time start/end:	9/30/16 5pm - 10/2/16 11:00pm
CSR:	
License:	

APPLICATION FOR SPECIAL EVENT LICENSE
 Fee= \$25.00 per day for 1-10 days (consecutive)
 Cash Checks or Money Orders Only

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

SECTION 1 Name of Organization: St. Louis the King Roman Catholic Parish

SECTION 2 Non-Profit/IRS Tax Exempt Number: [REDACTED]

SECTION 3 The organization is a: (check one box only)

- Charitable Fraternal (must have regular membership and have been in existence for over five (5) years)
- Religious Civic (Rotary, College Scholarship) Political Party, Ballot Measure or Campaign Committee

SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises? Yes No

Name of Business _____ License Number _____ Phone (Include Area Code) _____

SECTION 5 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.

- Place license in non-use
- Dispense and serve all spirituous liquors under retailer's license
- Dispense and serve all spirituous liquors under special event
- Split premise between special event and retail location

(IF NOT USING RETAIL LICENSE, SUBMIT A LETTER OF AGREEMENT FROM THE AGENT/OWNER OF THE LICENSED PREMISE TO SUSPEND THE LICENSE DURING THE EVENT. IF THE SPECIAL EVENT IS ONLY USING A PORTION OF PREMISE, AGENT/OWNER WILL NEED TO SUSPEND THAT PORTION OF THE PREMISE.)

SECTION 6 What is the purpose of this event? On-site consumption Off-site (auction) Both

SECTION 7 Location of the Event: 4331 W Maryland Ave. Glendale St Louis the King

Address of Location: 4331 W Maryland Ave. Glendale, AZ 85301

SECTION 8 Will this be stacked with a wine festival/craft distiller festival? Yes No Muricopa AZ

SECTION 9 Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: Muñoz Miguel Angel [REDACTED]

2. Applicant's mailing address: [REDACTED]

3. Applicant's home/cell phone: [REDACTED] Applicant's business phone: () same

4. Applicant's email address: [REDACTED]

SECTION 10

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?
 Yes No (If yes, attach explanation.)

2. How many special event licenses have been issued to this location this year? none
 (The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

3. Is the organization using the services of a promoter or other person to manage the event? Yes No
 (If yes, attach a copy of the agreement.)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name St Louis the King Parish Percentage: 100%

Address 4331 W Maryland Ave Glendale AZ 85301
Street City State Zip

Name _____ Percentage: _____

Address _____
Street City State Zip

5. Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

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

_____ Number of Police _____ Number of Security Personnel Fencing Barriers

Explanation: _____

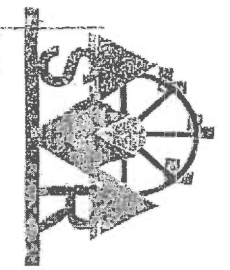
SECTION 11 Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.
 See A.R.S. § 4-244(15) and (17) for legal hours of service.

PLEASE FILL OUT A SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>Sept 30 /16</u>	<u>Friday</u>	<u>5:00 PM</u>	<u>11:00 pm</u>
DAY 2:	<u>Oct 1 /2016</u>	<u>Saturday</u>	<u>11:00 am</u>	<u>11:00 pm</u>
DAY 3:	<u>Oct 2 /2016</u>	<u>Sunday</u>	<u>11:00 am</u>	<u>11:00 pm</u>
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

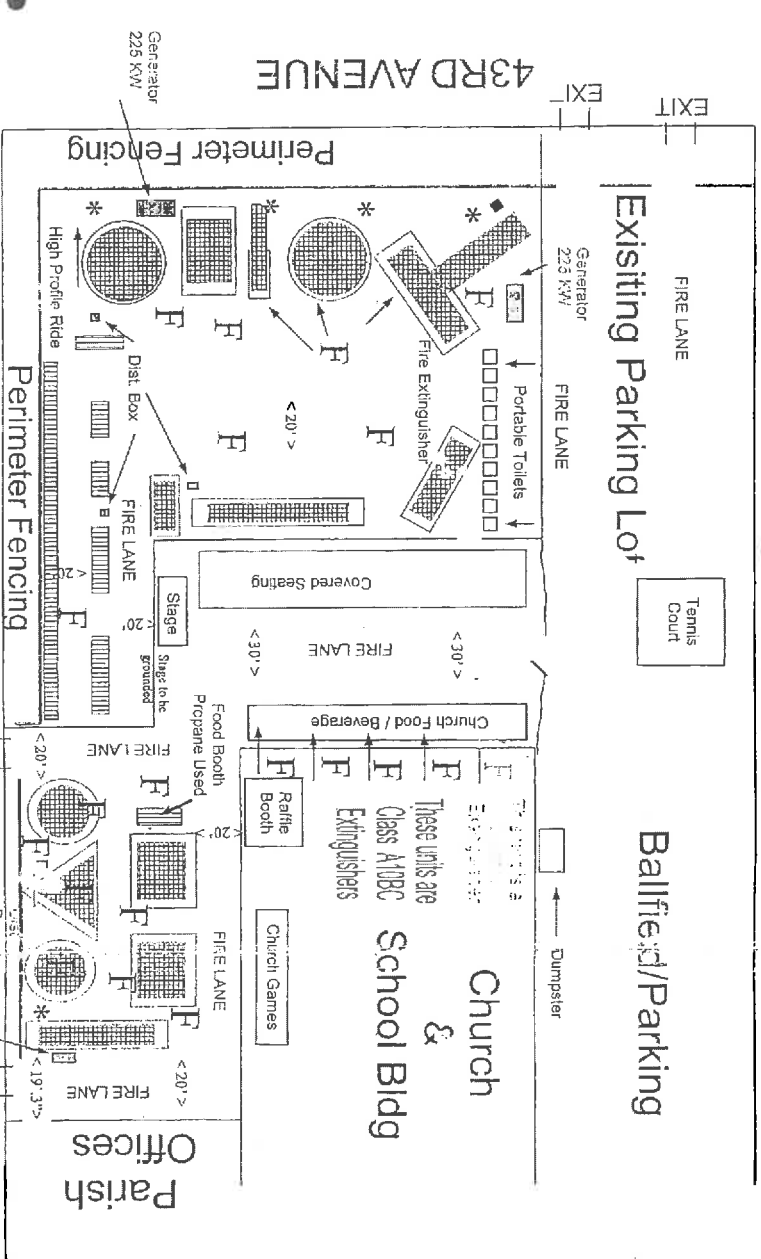
Producer
St Louis The King
Catholic Church
 St. Louis the King Fall Festival Com.
 4331 West Maryland Road
 Glendale, AZ 85301
 623-930-1127 Ext. 128

Carnival
 Sun Valley Riders, Ltd.
 12523 North 75th Drive
 Peoria, AZ 85381
 623-412-8371
 Steve's Cell Phone
 [REDACTED]



SEPT 30/16 - Oct 2/16

SITE ADDRESS
 4331 W. Maryland Road
LEGEND



Location of Fire Hydrant is on the Phoenix Side (South East) Corner of 43rd Ave. & Maryland Road

43RD AVENUE

Perimeter Fencing

Perimeter Fencing

EXIT

EXIT

Generator 225 KW

Perimeter Fencing

EXIT

Perimeter Fencing

EXIT

EXIT

- Ride And Or Attraction
- Outlined Area Represents Fencing
- Games And Or Food Concession
- Generator And Or Distribution Boxes
- Location Of Fire Extinguisher
- Location Of High Profile Ride
- Permanent Fencing

- 14 Rides
- 1 Food Booth
- 12 Games



All Fire lanes are 20' or wider.
 All electrical meets The 2005 NEC
 Carnival/Circuses Code.
 Color indicates which generator feeds specific rides, games & distributor boxes.
 Only those rides and games will be operated by our generators.
 All junction boxes are 200 amps supplied by 2/0, 5 wire system.

SECTION 13 To be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

I, (Print Full Name) Joseph Bui declare that I am an Officer, Director or Chairperson of the organization filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

Rev. Joseph Bui Pastor 7/21/16 623-930-1127
 Signature Title/ Position Date Phone Number

The foregoing instrument was acknowledged before me this 21st July 2016
 Day Month Year

State Arizona County of Maricopa

My Commission Expires on: 11/28/2017 Eileen Burgoz
 Date Signature of Notary Public

SECTION 14 This section is to be completed only by the applicant named in Section 9.

I, (Print Full Name) Miguel Angel Muñoz declare that I am the APPLICANT filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

Miguel Muñoz Miguel A. Muñoz 7/21/16 623-760-6062
 Signature Title/ Position Date Phone Number

The foregoing instrument was acknowledged before me this 21st July 2016
 Day Month Year

State Arizona County of Maricopa

My Commission Expires on: 11/28/2017 Eileen Burgoz
 Date Signature of Notary Public

Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf.

SECTION 15 Local Governing Body Approval Section.

I, _____ recommend APPROVAL DISAPPROVAL
 (Government Official) (Title)

On behalf of _____, _____, _____, _____
 (City, Town, County) Signature Date Phone

SECTION 16 For Department of Liquor Licenses and Control use only.

APPROVAL DISAPPROVAL BY: _____ DATE: ____/____/____

A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

- B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.
- D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.
- E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.
- F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.

16-17

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 08-10-16

License Type: **Series 15 Special Event (Temporary License)**

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

Application Type: **New License**

Definition: New License

Business Name: **St. Louis the King Roman Catholic Parish**

Business Address: **4331 W. Maryland Ave**

Applicant/s Information

Name: **Munoz, Miguel Angel**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 8/10/2015	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults	2		
Robberies			
Burglary / Theft	4		
911 calls			
Trespassing			
Accidents			
Fraud / Forgery			
Threats			
Criminal damage	1		
Other non-criminal*	9		
Other criminal			
Total calls for service	16	N/A	N/A

* Other non-criminal includes calls such as suspicious persons, juveniles disturbing and other information only reports that required Police response or phone call.

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

None of the listed applicant(s) have any known felony convictions within the past five years or any other known criminal history that would lead to police department recommendation for denial.

100% percent of the proceeds from this Special Event go to the St. Louis the King Parish.

Events are scheduled for 09-30-16 (Fri), 10-01-16 (Sat) and 10-02-16 (Sun).

Current License Holder:

N/A

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>8-10-16</u>
CID Lieutenant or Commander	<u>Constable C Adair #6698</u>	<u>8-15-16</u>
Deputy City Attorney Harold Brady	_____	_____
Chief of Police or designee	<u>[Signature]</u>	<u>8/16/16</u>



Legislation Description

File #: 16-395, **Version:** 1

RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-21186, PITA KITCHEN

Staff Contact: Vicki Rios, Director, Budget and Finance

Purpose and Recommended Action

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a new, non-transferable series 12 (Restaurant) license for Pita Kitchen located at 20221 North 67th Avenue, Suite E-7. The Arizona Department of Liquor Licenses and Control application (No. 1207A703) was submitted by Rian Korgis Hanna.

Background Summary

The location of the establishment is in the Sahuaro District. The property is zoned SC (Shopping Center). The population density within a one-mile radius is 13,718. This series 12 is a new license, therefore, the approval of this license will increase the number of liquor licenses in the area by one. The current number of liquor licenses within a one-mile radius is as listed below.

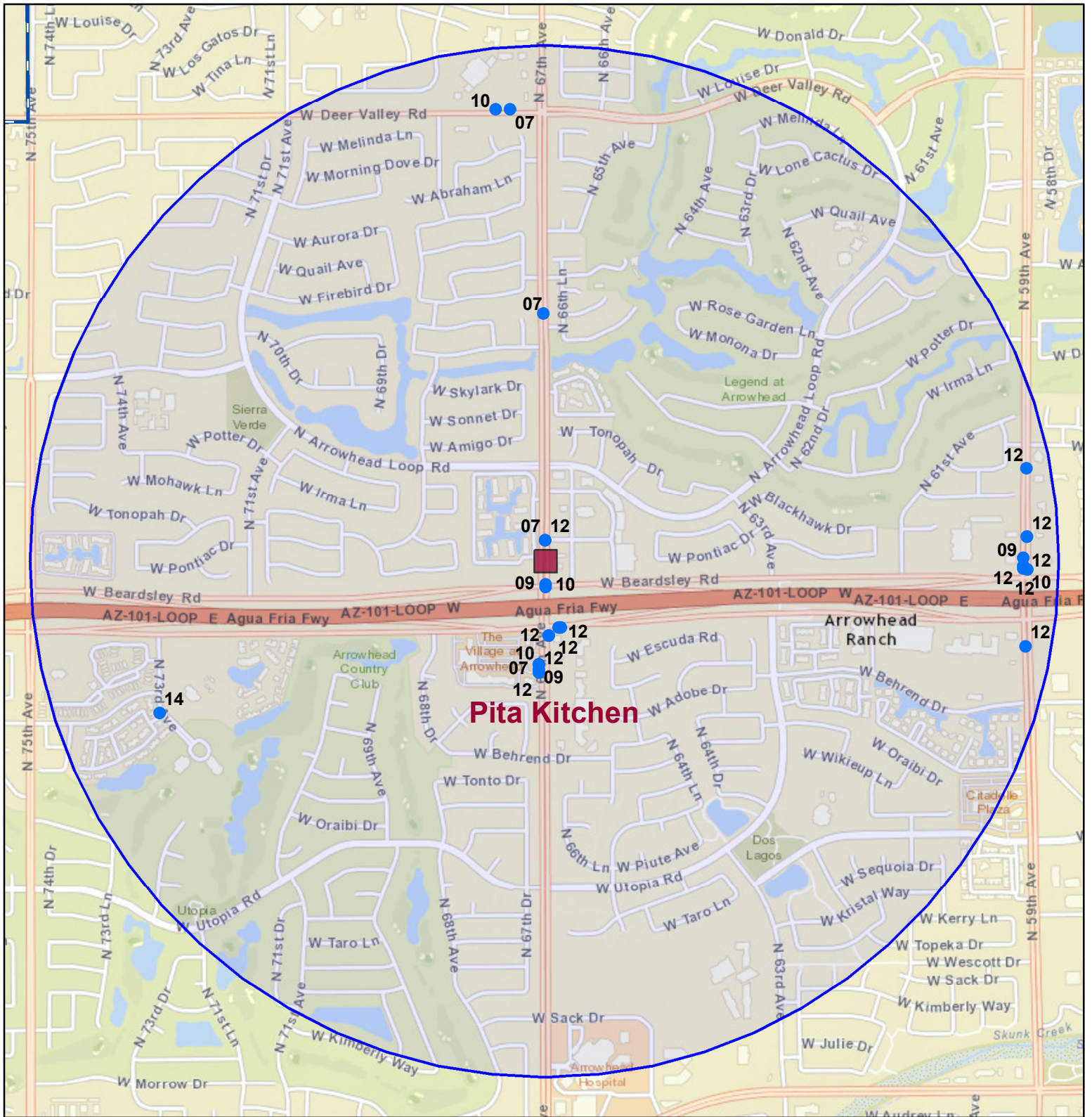
Series	Type	Quantity
07	Bar - Beer and Wine	4
09	Liquor Store - All Liquor	3
10	Liquor Store - Beer and Wine	4
12	Restaurant	12
14	Private Club	<u>1</u>
	Total	24

Pursuant to A.R.S. § 4-203(A), when considering this new, non-transferable series 12 license, Council may take into consideration the location, as well as the applicant's capability, qualifications, and reliability.

The City of Glendale Development Services, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

Community Benefit/Public Involvement

No public protests were received during the 20-day posting period, July 13 thru August 2, 2016.



BUSINESS NAME: Pita Kitchen

LOCATION: 20221 N. 67th Avenue, Suite E-7

APPLICANT: Rian Korgis Hanna

ZONING: SC

APPLICATION NO: 5-21186

**SALES TAX AND LICENSE DIVISION
CITY OF GLENDALE, AZ**



16-87

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 08-03-16

License Type: **Series 12 Restaurant**

Definition: Allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.

Application Type: **New License**

Definition: New license

Business Name: **Pita Kitchen**

Business Address: **20221 N 67th Ave., E-7**

Applicant/s Information

Name: **Shleimun, Reimun Sabri**

Name: **Hanna, Rian Korgis**

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 8/3/2011	Other Suites	New ownership call history beginning:
Liquor Related		1	
Vice Related			
Drug Related	1		
Fights / Assaults			
Robberies			
Burglary / Theft		3	
911 calls			
Trespassing		2	
Accidents			
Fraud / Forgery	3	4	
Threats			
Criminal damage		1	
Other non-criminal*	3	12	
Other Criminal			
Total calls for service	7	23	N/A

* Other non-criminal includes calls such as suspicious persons, juveniles disturbing and other information only reports that required Police response or phone call.

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

None of the listed applicant(s) have any known felony convictions within the past five years or any other known criminal history that would lead to police department recommendation for denial.

Current License Holder:

Jennifer Kodofakas (Agent)
Salsa Blanca Mexican Grill LLC (Owner)

There are no known concerns with the current license holder.

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>8-3-16</u>
CID Lieutenant or Commander	<u>A. Anderson #6688</u>	<u>8-9-16</u>
Deputy City Attorney	<u>[Signature]</u>	<u>8/10/16</u>
Chief of Police or designee	<u>[Signature]</u>	<u>8/10/16</u>



Legislation Description

File #: 16-396, Version: 1

RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-21156, K SUSHI BAR & GRILL

Staff Contact: Vicki Rios, Director, Budget and Finance

Purpose and Recommended Action

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a new, non-transferable series 12 (Restaurant) license for K Sushi Bar & Grill located at 4372 West Olive Avenue. The Arizona Department of Liquor Licenses and Control application (No. 1207A693) was submitted by Jung Do Suh.

Background Summary

The location of the establishment is in the Cactus District. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 19,639. K Sushi Bar & Grill is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area. The current number of liquor licenses within a one-mile radius is as listed below.

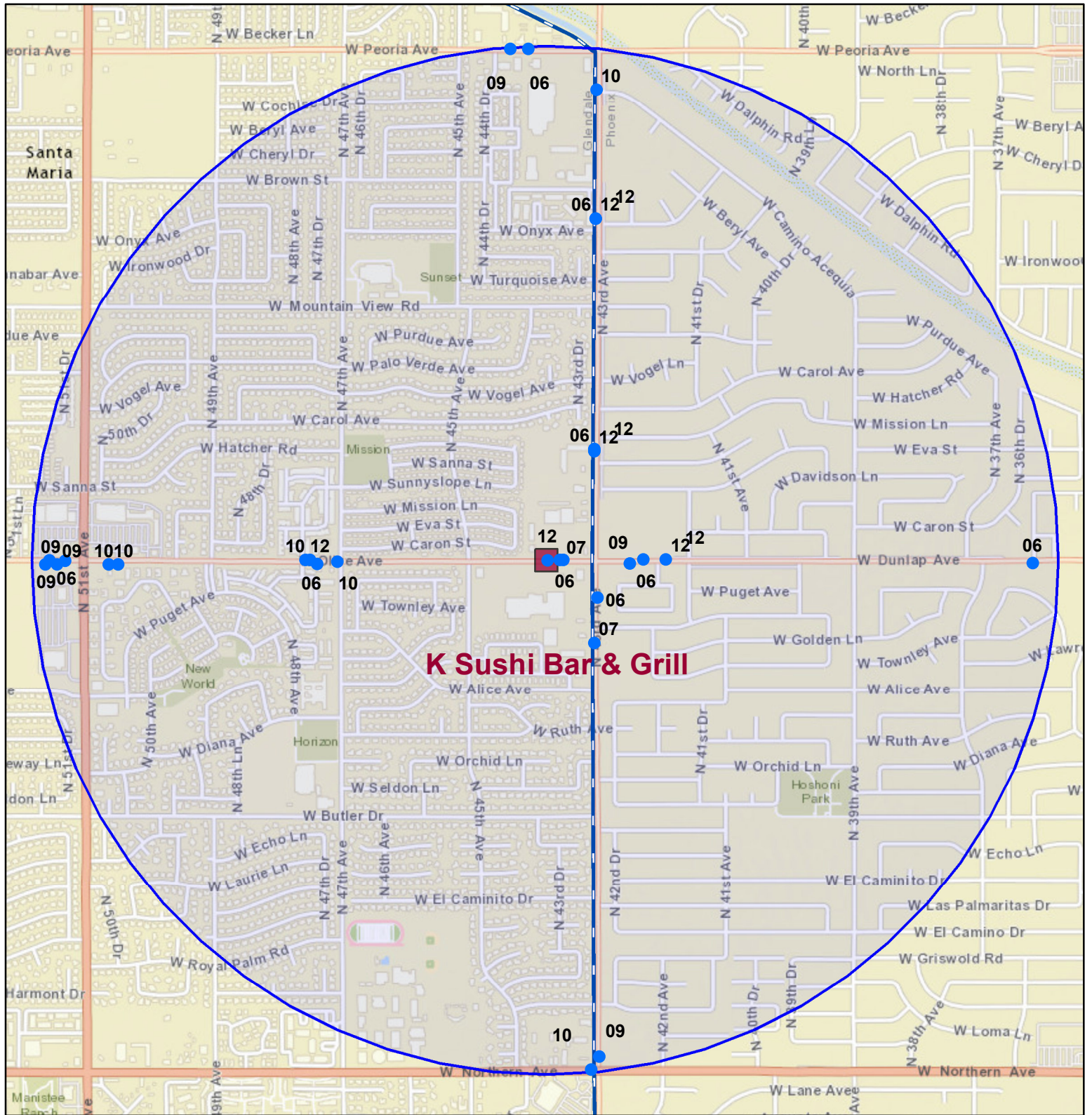
Series	Type	Quantity
06	Bar - All Liquor	9
07	Bar - Beer and Wine	2
09	Liquor Store - All Liquor	6
10	Liquor Store - Beer and Wine	6
12	Restaurant	<u>5</u>
	Total	28

Pursuant to A.R.S. § 4-203(A), when considering this new, non-transferable series 12 license, Council may take into consideration the applicant's capability, qualifications, and reliability.

The City of Glendale Development Services, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

Community Benefit/Public Involvement

No public protests were received during the 20-day posting period, July 8 thru July 28, 2016.



BUSINESS NAME: K Sushi Bar & Grill

LOCATION: 4372 W. Olive Avenue

APPLICANT: Jung Do Suh

ZONING: C-2

APPLICATION NO: 5-21156

**SALES TAX AND LICENSE DIVISION
CITY OF GLENDALE, AZ**



16-86

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 07-22-16

License Type: **Series 12 Restaurant**

Definition: Allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.

Application Type: **New License**

Definition: New license

Business Name: **K Sushi Bar & Grill**

Business Address: **4372 W. Olive Ave**

Applicant/s Information

Name: **Suh, Jung Do**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 7/22/2011	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies	1		
Burglary / Theft	4		
911 calls			
Trespassing			
Accidents			
Fraud / Forgery			
Threats			
Criminal damage			
Other non-criminal*	2		
Other Criminal	1		
Total calls for service	8	N/A	0

* Other non-criminal includes calls such as suspicious persons, juveniles disturbing and other information only reports that required Police response or phone call.

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

None of the listed applicant(s) have any known felony convictions within the past five years or any other known criminal history that would lead to police department recommendation for denial.

Current License Holder:

Denny Kang (Agent)
Koka LLC (Owner)

There are no known concerns with the current license holder.

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>7-22-16</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>C. [Signature]</u>	<u>7/22/16</u>



Legislation Description

File #: 16-397, **Version:** 1

RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-21200, JR'S MARKET BEER, WINE & FOOD

Staff Contact: Vicki Rios, Director, Budget and Finance

Purpose and Recommended Action

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a new, non-transferable series 10 (Liquor Store - Beer and Wine) license for Jr's Market Beer, Wine & Food located at 5601 West Glendale Avenue. The Arizona Department of Liquor Licenses and Control application (No. 10076796) was submitted by Alexander B. Anaya.

Background Summary

The location of the establishment is in the Ocotillo District and is over 300 feet from any church or school. The property is zoned PR (Pedestrian Retail). The population density within a one-mile radius is 15,732. Jr's Market Beer, Wine & Food is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
06	Bar - All Liquor	2
07	Bar - Beer and Wine	2
09	Liquor Store - All Liquor	2
10	Liquor Store - Beer and Wine	10
11	Hotel/Motel	1
12	Restaurant	12
14	Private Club	2
	Total	31

Pursuant to A.R.S. § 4-203(A), when considering this new, non-transferable series 10 license, Council may take into consideration the applicant's capability, qualifications, and reliability.

The City of Glendale Development Services, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

Community Benefit/Public Involvement

No public protests were received during the 20-day posting period, July 14 thru August 3, 2016.



BUSINESS NAME: JR's Market Beer, Wine & Food

LOCATION: 5601 W. Glendale Avenue

APPLICANT: Alexander B. Anaya

ZONING: PR

APPLICATION NO: 5-21200

**SALES TAX AND LICENSE DIVISION
CITY OF GLENDALE, AZ**



16-88

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 08-04-16

License Type: **Series 10 Beer and Wine Store (Beer and Wine only)**

Definition: Allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

Application Type: **New License**

Definition: New license

Business Name: **JR's Market Beer, Wine and Food**

Business Address: **5601 W Glendale Ave**

Applicant/s Information

Name: **Anaya, Alexander B.**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 8/4/2011	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults	1		
Robberies	1		
Burglary / Theft	4		
911 calls	10		
Trespassing	1		
Accidents			
Fraud / Forgery			
Threats			
Criminal damage			
Other non-criminal*	19		
Other criminal	1		
Total calls for service	37	N/A	N/A

* Other non-criminal includes calls such as suspicious persons, juveniles disturbing and other information only reports that required Police response or phone call.

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

None of the listed applicant(s) have any known felony convictions within the past five years or any other known criminal history that would lead to police department recommendation for denial.

Current License Holder:

Cookie Sohn (Agent)
LHOTSE CO (Owner)

There are no known concerns with the current license holder.

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>8-4-16</u>
CID Lieutenant or Commander	<u>Andre C Anderson</u>	<u>8-9-16</u>
Deputy City Attorney	<u></u>	<u></u>
Chief of Police or designee	<u>[Signature]</u>	<u>8/10/16</u>



Legislation Description

File #: 16-386, Version: 1

APPROVAL OF THE FISCAL YEAR 2016-2017 (FY16-17) GILA RIVER ARENA CAPITAL REPAIRS/REPLACEMENT PROGRAM AND AUTHORIZATION FOR THE CITY MANAGER TO RELEASE FUNDS TO AEG MANAGEMENT GLENDALE LLC

Staff Contact: Vicki Rios, Director, Budget and Finance

Purpose and Recommended Action

This is a request for City Council to approve the Fiscal Year 2016-2017 (FY16-17) Gila River Arena Capital Repairs/ Replacement (CRR) Program and to authorize the City Manager to release funds, under the terms of the Gila River Arena Management Agreement with AEG Management Glendale, LLC (AEG), in an amount not to exceed \$1,904,910 as projects are completed throughout FY16-17. The attached Exhibit A describes the capital program and represents the best efforts of the City of Glendale and AEG to predict the highest priority items and estimate the cost of the items to be addressed in order to maintain the facility. It is important to note that the dollar amounts for each project are estimated and that there may be unscheduled repairs that arise during the year which could take priority over the projects on the attached list.

Background

The City of Glendale is the owner of the Gila River Arena (Arena) located at 9400 West Maryland Avenue in the heart of the Sports and Entertainment District. The Arena was built as a state-of-the-art, multi-purpose facility and was opened for business on December 26, 2003. Gila River Arena is home to the National Hockey League's Arizona Coyotes and, in addition, hosts concerts with some of the biggest names in the music industry.

Under the terms of the agreement with AEG Management Glendale, LLC, the city is required to fund \$500,000 in capital cost per year for the term of the agreement; however, in the FY16-17 budget, Council approved \$1,500,000 as part of the city's capital improvement program for capital repair and replacement at the arena. In addition, \$404,910 in funding is available from carryover of prior years on projects that were not completed and from accumulated savings on projects where the actual cost was less than the estimated cost. This brings the total amount available to \$1,904,910.

Analysis

As with any type of facility, capital reinvestment is necessary to ensure the structure is operationally sound and that the asset maintains its value in order to be competitive in the market.

Highlights of the CRR Program in FY 2016-17 include: Concrete repairs to the sidewalks around the gates and outside exits; upgrade of the two-way radio system; upgrade and replacement of the Wi-Fi system to improve operations and the fan experience; upgrade and replacement of the security cameras; upgrades to the arena's video and projection systems in the arena to support high definition technology.

Staff worked with AEG on a preliminary assessment of the condition of the facility and agreed on the need for the projects outlined in this fiscal year's CRR Program. The attached program allows Council the opportunity to review, discuss, and approve the CRR before the projects have been started and any funds are expended. The costs are estimated and actual costs may be higher or lower but in total the costs may not exceed the approved budgeted amount without obtaining additional approval and funding. Additionally, staff will ensure that all CRR projects follow the city's purchasing guidelines.

Previous Related Council Action

On April 26, 2016, Council approved the award of RFP 16-13 to AEG Management Glendale, LLC for Arena Management Services.

On June 23, 2015, Council approved the FY 2015-16 CRR Program and authorized the City Manager to release escrow account funds to reimburse IceArizona for capital repairs made to the Gila River Arena in an amount not to exceed \$500,000 in FY 2015-16.

On November 24, 2014, Council approved the FY 2014-15 CRR Program and authorized the City Manager to release escrow account funds to reimburse IceArizona for capital repairs made to the Gila River Arena in an amount not to exceed \$500,000 in FY 2014-15.

On June 24, 2014, Council authorized the City Manager to reimburse IceArizona Manager Co., LP the amount of \$567,461.93 from the escrow account for capital repairs made to the city-owned Jobing.com Arena in FY 2013-14.

On February 4, 2014, Council was updated on the life-cycle cost information for Jobing.com Arena.

Community Benefit/Public Involvement

Proper maintenance and capital repairs to the Gila River Arena are necessary for the safety and enjoyment of all individuals who work and attend events at this city-owned facility. In addition, it is necessary to invest capital dollars in this facility to maintain its value as an asset to the city and keep the facility competitive.

Budget and Financial Impacts

Funds in the amount of \$1,904,910 are budgeted in the city's capital improvement plan in FY 2016-17 to be used for payment to AEG Management Glendale, LLC for approved capital repairs/ replacements.

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

Exhibit A
FY16-17 Capital Improvement Plan for Gila River Arena

Capital Item	Description	Estimated cost
Ice Plant Sled	Replace rusted sled under ice plant.	\$7,000
Two way radio system	Finish upgrading the radio system from analog to digital. Three year lease plan.	\$96,666
Incident Management System (ISS)	Inside arena management system which includes incident texting services for guests	\$18,000
Concrete Repairs	Repair concrete walkways around the building. Carryover from prior year.	\$30,000
Freight Elevator Fire Doors	The existing doors have exceeded the life expectancy and need to be replaced	\$23,500
Ice Plant	Install flow meters and proper controls to allow for safe/soft starts	\$25,000
Replace Wi-Fi Systems	New WLAN controllers and 40 Wireless Access points	\$132,000
Core Switch	The Nortel Core is past the end of its life.	\$120,000
Firewall	Install a Layer 7-capable firewall.	\$125,000
Replace Desktop Computers	Replace old desktop computers.	\$33,000
Security Cameras	Convert 25 cameras from analog to digital. Add 1 DVR.	\$175,000
Replace UPS Systems	Install Universal Power Supplies in 26 IT rooms, overhaul UPS in main computer room.	\$98,000
HVAC Repair	Chillers 1 and 2 T strainers.	\$38,000
High Definition Video Equipment	Server, switcher, router and terminal gear. Includes backups for redundancy.	\$505,000
Complete QSYS Install	Complete installation of new audio routing system. Carryover from prior year.	\$10,000
Fiber system between truck I/O & rack room	Convert existing fiber optic infrastructure to modern technology.	\$10,000
Press Level Projectors	Replace media over ice projectors.	\$25,000
Office Expansion	Build new offices to house AEG Finance, HR, IT and GM positions.	\$130,000
Sync generator	Replace Master Sync Generator.	\$15,000
Engineering scope	Replace engineering scope.	\$15,000
Cooling Tower	Isolate cooling tower from ice plant to increase its efficiency.	\$50,000
Ice Decking	Replace ice deck cover pieces as needed.	\$85,744
Floor Treatment/Carpets	Replace worn carpet and rubber flooring as needed.	\$15,000
Seating	Replace worn out portable seating units used to fill in hockey benches and penalty box areas for non-hockey events.	\$100,000
Housekeeping Scrubber	Repair ride on floor scrubber to extend life.	\$5,000
Cooling Tower Piping	Install Flange type fitting on piping at the cooling tower.	\$18,000
	Total Arena CIP	\$1,904,910



Legislation Description

File #: 16-400, **Version:** 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH BWC ENTERPRISES INC., DOING BUSINESS AS WOODRUFF CONSTRUCTION, FOR GENERAL MAINTENANCE AND REPAIR (HANDYMAN SERVICES)

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Linking Agreement with BWC Enterprises Inc., doing business as (dba) Woodruff Construction, for general maintenance and repair (handyman services) in an amount not to exceed \$150,000 for the entire term of the Agreement. The term of the Agreement is effective until February 28, 2018.

Background

The Agreement with Woodruff Construction will be used for general maintenance and repairs at City of Glendale facilities on an as-needed basis.

Woodruff Construction was awarded a bid by the Maricopa County Office of Procurement Services to provide general maintenance and repair described in the General Maintenance and Repair (Handyman Services) Contract. Staff is requesting to utilize the cooperative purchase with Strategic Alliance for Volume Expenditures (SAVE). SAVE is a consortium of local municipalities in which Glendale is a member. Contract No. 11149-S was awarded on February 2, 2012 and is effective through February 28, 2018.

Cooperative purchasing allows counties, municipalities, schools, colleges and universities in Arizona to use a contract that was competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts, and provides the opportunity to take advantage of volume pricing. The Glendale City Code authorizes cooperative purchases when the solicitation process utilized complies with the intent of Glendale's procurement processes. This cooperative purchase is compliant with Chapter 2, Article V, Division 2, Section 2-149 of the Glendale City Code, per review by Materials Management outcome.

Analysis

Facilities Management staff oversees 3.5 million square feet of city facilities dispersed over 55 square miles throughout the city. This agreement will allow Facilities Management to continue to provide general maintenance and repairs on an as-needed basis to its tenants in City facilities, without interruption of service.

Community Benefit/Public Involvement

By ensuring facility maintenance and repair issues are performed in a timely manner, the life of city facilities

are extended and further damage, decay and/or repairs are minimized.

Cooperative purchasing typically produces the lowest possible volume prices and allows for the most effective use of available funding. The bids are publicly advertised and all Arizona firms have an opportunity to participate.

Budget and Financial Impacts

Funding is available in the Fiscal Year 2016-17 Operating budgets for the various city departments. Expenditures with Woodruff Construction are not to exceed \$150,000 for the entire term of the Agreement, contingent upon Council budget approval.

Cost	Fund-Department-Account
\$150,000	Varies

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
BWC ENTERPRISES INC., DBA WOODRUFF CONSTRUCTION**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 20____, between the City of Glendale, an Arizona municipal corporation (the "City"), and BWC Enterprises Inc., an Arizona corporation, dba Woodruff Construction ("Contractor"), collectively, the "Parties."

RECITALS

- A. On February 2, 2012, under the S.A.V.E. Cooperative Purchasing Agreement, the Maricopa County Office of Procurement Services entered into a contract with Contractor to purchase the goods and services described in the General Maintenance and Repair (Handyman Services) Contract, Contract No. 11149-S ("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 the 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 February 2, 2012, until the date the contract expires on February 28, 2018, 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 February 28, 2018. The period of this Agreement is the period from the Effective Date of this Agreement until February 28, 2018.

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 one hundred fifty-thousand dollars (\$150,000) 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 Israel Boycott. The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

9. 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 Ron Gouger
6210 W. Myrtle Avenue, Suite 111

Glendale, Arizona 85301
623-930-2647

and

BWC Enterprises Inc.
dba Woodruff Construction
c/o Wade Woodruff
9401 N. 7th Ave.
Phoenix, AZ 85021
480-921-1925

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

BWC Enterprises Inc., an Arizona
corporation dba Woodruff Construction

By: _____
Kevin R. Phelps
City Manager

By: Wade Woodruff
Name: Wade Woodruff
Title: Vice-President

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
BWC ENTERPRISES INC., DBA WOODRUFF CONSTRUCTION**

**EXHIBIT A
MARICOPA COUNTY CONTRACT NO. 11149-S
GENERAL MAINTENANCE AND REPAIR (HANDYMAN SERVICES)**

SERIAL 11149 S GENERAL MAINTENANCE AND REPAIR (HANDYMAN SERVICES)

DATE OF LAST REVISION: October 9, 2015 CONTRACT END DATE: February 28, 2018



CONTRACT PERIOD THROUGH FEBRUARY 28, ~~2015~~ 2018



TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **GENERAL MAINTENANCE AND REPAIR (HANDYMAN SERVICES)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **February 02, 2012**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

LA/jl
Attach

Copy to: Office of Procurement Services
 Don Jeffery, Facilities Management
 Christian Jonson, Facilities Management
 Valerie Chavez, MCDOT
 Dawn Silvernale, Parks

GENERAL MAINTENANCE AND REPAIR (HANDYMAN SERVICES)

1.0 INTENT:

Maricopa County is soliciting responsive and responsible contractors to provide all labor, supervision, materials, replacement parts, supplies, tools, transportation, equipment and incidentals required to provide comprehensive General Maintenance & Repair for County owned **and/or maintained** facilities and properties. There are various disciplines required by this contract. Prospective contractors can bid on any or all of the disciplines. It is anticipated that this contract will result in multiple awards.

Residential Handyman services are needed for residential properties owned and maintained by the Maricopa County Department of Transportation and the Flood Control District of Maricopa County and the County Housing Authority. The Handyman Service contract should be able to provide services that are mentioned above.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.10 and 2.11, below).

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work

2.0 SCOPE OF SERVICES:

2.1 GENERAL MAINTENANCE WORKER/HANDYMAN SERVICES

2.1.1 CARPENTER

Carpenters possess skills and perform work which is basic to most building construction. They erect wood and steel framework in buildings; build forms for concrete; and erect partitions, stud, joints, drywalls, and rafters. Install all types of floor coverings, ceilings, paneling, trim, and interior systems. They must be very skill as "finish" work is visible and often involves expensive materials. Construct docks, work with large timbers, and drive piles to support the foundations of buildings and bridges. They work from blueprints and working drawings to determine materials required for installation.

2.1.2 CEMENT MASON

Concrete workers place, spread, compact, finish and cure concrete for buildings, roads, tunnels, bridges and marine structures, using hand tools, vibrators, pumps, trowelling machinery and other power tools.

- Mix cement, gravel, sand and water, etc., to manufacture concrete on site
- Move concrete into position by means of a concrete pump
- Place concrete into formwork
- Operate paving and trowelling machines to float, trowel and polish the concrete surface
- Create different surface textures by tamping, smoothing and shaping the concrete surface
- Cut joints into hardened concrete
- Mix and apply pigments when a colored surface is required
- Utilize powered or manual wheel barrows
- Dig foundation trenches

2.1.3 PLASTERER

Plasterers finish interior walls and ceilings with plaster materials, apply durable cement plasters, polymer-based acrylic finishes, and stucco to exterior surfaces. When working with interior surfaces such as cinder block and concrete, they first apply a brown coat that provides a base, and then a second coat or finish coat of lime-based plaster. A primary base or scratch coat is necessary when plastering over wire mesh. For a finish coat, plasterers prepare a mixture of lime, Portland cement, and water.

2.1.4 ELECTRICIAN

Electricians lay out, install, and test electrical service and electrical wire systems used to provide heat, light, power, air conditioning, and refrigeration in homes, office building, factories, hospitals, and schools. They also install conduit and other materials, and connect electrical machinery, equipment, and controls and transmission systems. They work from blueprints and working drawings to determine materials required for installation.

2.1.5 GENERAL LABORER

General Laborers range from unskilled to semi-skilled workers whose duties include but are not limited to handling the materials of bricklayers, cement masons, and carpenters. A laborer must know how to work with his/her hands and with power tools run by gasoline, electricity, and compressed air. They may work with pavement breakers, reamers, pumps, compressors, lasers, and vibrators. Laborers, place and vibrate concrete, landscape, install pipe, and do a variety of other jobs. Work involves a variety of duties, including but not limited to:

- Replacing electrical receptacles, wires, switches, fixtures, motors, lamps & ballast;
- Using plaster or compound to patch minor holes and cracks in walls and ceilings;
- Repairing or replacing sinks and toilets;
- Painting structures;
- Repairing or replacing concrete floors, steps, and walkways;
- Replacing damaged wall and floor coverings;
- Hanging doors and installing door locks;
- Replacing broken windows, screens and mirrors;
- Repairing or replacing fencing and gates;
- Minor roof repair, but not roof replacement

2.1.6 PAINTER

Performs duties requiring proficiency in the trade to paint walls, woodwork, and fixtures. Work may include but not be limited to painting of various surfaces as required to present a well-maintained appearance. Work may be interior or exterior. Painting includes the preparation of surfaces and the application of paint, varnish, enamel, lacquer, and similar materials to wood, metal, or masonry buildings. Painters may apply the paint with a brush, a spray gun, or a roller. They also mix pigments, oils, and other ingredients to obtain the required color and consistency.

2.1.7 PLUMBER

Plumbers are skilled craftsmen who install, repair and alter pipe systems that carry gases, water and other liquids required for sanitation, storm water, industrial production, Replace ejector pumps and other uses. They install plumbing fixtures, appliances, bathtubs, basins, sinks, showers, and grease line systems. They work from blueprints and working drawings to determine materials required for installation. They cut and thread pipe. Work may include all aspects of general Maintenance and repair of commercial properties. Work may be interior or exterior.

2.1.8 APPLIANCE SERVICE TECHNICIAN

Installs, services and repairs all types of large and small appliances such as ranges, refrigerators, dishwashing machines, microwaves, flat top grills, slicing machines, toasters, ice cream machines, steam tables, coffee and tea makers, soda fountains, kitchen exhaust hoods (vents) and other commercial /residential (gas and/or) electrical appliances, using hand tools, test equipment and following wiring diagrams and manufacturer 'specifications.

2.1.9 EXTERMINATOR

Perform or subcontract general pest control for commercial and single family residential structures. This includes interior/exterior treatment for common household pests.

2.1.10 GARAGE DOOR TECHNICIAN

Maintains current knowledge of safe installation and operation of garage doors, springs, and openers in compliance with applicable codes. Work may include, but not be limited to maintenance and repair of garage door openers.

2.1.11 GLAZIER

Performs glass services requiring proficient skills in safe repair and replacement of window glass and mirrors in commercial properties.

2.1.12 HVAC TECHNICIAN

Installs, services and repairs environmental-control systems in residential, commercial establishments (such as apartment or condo buildings), utilizing knowledge of refrigeration theory, pipefitting and structural layout. Replaces defective breaker controls, thermostats, switches, fuses and electrical wiring to repair installed units. Work may include, but not be limited to, maintenance and repair of heating and cooling systems, and ductwork.

2.1.13 SWIMMING POOL TECH

Clean and maintain pool. Includes checking and cleaning filters, repairing piping/hoses and maintaining recommended chemical levels.

2.1.14 LOCKSMITH

Change/rekey door locks, mailbox locks, and padlocks.

2.1.15 MASONRY

Install/repair any and all types of masonry block structures as needed to secure property, well heads, pump stations, etc.

2.1.16 FENCING & GATES REPAIR CHAIN-LINK

Repairs, installs chain-link fencing and gates. Also repairs automatic closings of chain-link gates

2.1.17 LAWN & SHRUB MAINTENANCE

Mow grass/weeds, trim shrubs/trees. Remove dead vegetation.

2.1.18 REFRIGERANT EXTRACTION SERVICES FROM APPLIANCE & AIR CONDITIONERS

Recover refrigerant from air conditioning units and refrigerators.

2.2 SERVICE HOURS:

Service shall be made available to the County 365 days per year, 24 hours per day.

BUSINESS HOURS shall be work performed between 6:00 AM to 6:00 PM, Monday through Friday.

AFTER HOURS SERVICE shall be work performed after 6:00 PM and before 6:00 AM the next morning.

WEEKEND AND HOLIDAY shall be work performed during Saturday, Sunday or during any County holiday.

2.2.1 RESPONSE TIMES:

Response time to all *BUSINESS HOURS* repair service work shall be within four (4) hours on-site after Contractor receives request from FMD or other County departments, with the exception of an emergency request that occurs during *BUSINESS HOURS*, which shall be two (2) hours.

AFTER HOURS and *WEEKENDS/HOLIDAY* repair request shall have a four (4) hour response time, unless declared an emergency, then it shall be two (2) hours on site.

The Contractor shall be required to provide the County a twenty-four (24) hour toll free access to their staff via any communications system they choose

Contractor shall coordinate all repair/installation schedules with FMD (Or other County requesting agencies) before beginning work. All electrical connections requiring a power outage shall be made during an approved time limit, and coordinated by FMD or County agency staff.

2.3 RENTAL EQUIPMENT.

Backhoes
Jackhammers
Concrete cutters
Excavators
Chain hoists

These items (and other approved equipment), if rented from a rental contractor, will be allowed the rental charge plus an administrative mark-up cost not to exceed five percent (5%). If owned, the equipment shall be charged per the bid rate in Attachment A, PRICING.

2.4 PROJECT WORK AND TIME AND MATERIALS:

Project work shall mean work performed on major projects or major repairs to facilities. Each of the contractors assigned to this contract shall be provided a request for project quote with a detailed Scope of Work. As such, each contractor MUST submit a response, with award to the lowest quote of the project. Contractors are not to submit their own project quote sheets. Only County letterhead quote sheets are acceptable. All terms and conditions are those established under this agreement. All additional labor charges outside the Scope Of Work are those established in Attachment A, PRICING.

- (A) The threshold from time and materials to project work shall be \$5,000.00 except for projects that primarily involve painting services (2.1.6) as determined by the County. For projects that primarily involving painting services the threshold from time and materials to project work shall be \$1,000. Exceptions to this shall be emergencies that arise and must be dealt with immediately without the time for project quotes. This figure is not firm fixed. The County reserves the right to adjust this figure to a higher-level if deemed in the best interest of the department.
- (B) The County's project quote sheet will contain the following information:
 - The contract serial number and name;
 - Name and address of site;
 - FMD site number;
 - Detailed scope of work,
 - Other information relative to the S-O-W,
 - Project start/finish time line (optional),
 - Check box for "will quote" or "will not quote" the project,
 - Signature line for both the County and the Contractor

2.4.1 After site review of the project, all contractors shall submit the project quote sheet back to the requestor, either with acceptance and a firm price; or decline with a written reason as to why the project was declined. Contractors who have declined project work a minimum of three times during a six-month period shall be required to attend a meeting with the Office of Procurement Services and FMD to discuss consideration for default of contract as this is indicative of the Contractor's desire not to do business with the County.

2.4.1.1 The submitted project price quote shall be inclusive. That is, any cost overruns to be absorbed by the Contractor, or cost savings to be additional profit. Exceptions to this are changes requested by the County that incur higher project cost and longer delays. All change orders to a project must be in writing, referencing the contract serial number, and approved by FMD (or County user agency if request was made by them) prior to any authorization to proceed. The Contractor who fails to acquire change orders in writing runs the risk of incurring these additional costs without payment. ALL contractors are to have an opportunity to quote on project work, and the County user agencies MUST ensure all contractors of record for plumbing service receive such documentation.

Project pricing shall include everything the contractor anticipates is necessary to complete the job (i.e., rental equipment, materials, labor, supervision, subcontractor costs, mobilization costs, demobilization costs, permits, etc.). These costs to be part of the overall project price and as such not itemed.

2.4.1.2 Dependant on the complexity/nature of the project, a predetermined and/or pre-identified mandatory site meeting may be held to ensure all contractors are aware of important issues regarding the project. Mandatory site meetings will require a sign-in sheet. Contractors who do not show-up to a mandatory site meeting and who submit a project quote will be considered "non-responsive".

2.4.1.3 Contractors shall be compensated for additional work requested that is not detailed in the scope via the labor rates bid in Attachment A, PRICING. Note: all extra work outside the S-O-W must be in writing.

2.4.1.4 Project Price Ceiling Limits:
 Projects shall not exceed \$150,000.00 each. If an emergency occurs, this price ceiling may be lifted if approved by the Office of Procurement Services Procurement Officer assigned to this contract, otherwise, the project may be

separately bid outside of this contract document. This to ensure the County receives adequate competition for such work.

2.4.1.5 Time and Materials:

This contract may also be used for time and materials work (not to exceed \$5,000, **except as noted in 2.4 (A)**) and priced per hour as bid in the pricing section. Each bidder shall be ranked as first call, second call, third call, and so on, and based on the type of service they provide (i.e., residential, commercial, industrial, or a combination thereof). The contractor of record having the lowest labor bid shall be called first by the requesting department for time and materials service. If the vendor is unable to respond in the time parameters, the requesting agency shall proceed to the next lowest bidder. The County must document this via a rank call log. Consistent decline of service requests by a vendor or consistent non-compliance with response time specifications shall cause the County to review the file and a determination made for default of contract.

2.4.2 Trip Charges:

An imaginary circular boundary with 301 West Jefferson Street Phoenix, Arizona, as the center point, and within a radius of twenty-five (25) miles from this point, will be considered the normal geographical service area for this Contract. Sites outside this boundary may incur a single round trip, trip charge per service call.

2.4.3 CONTRACTOR QUALIFICATIONS:

2.4.3.1 The Contractor must have a current and active license issued by the State of Arizona Registrar of Contractors. Proof of such must accompany the bid package.

B-01 GENERAL COMMERCIAL CONTRACTOR and/or

L-61 CARPENTRY, REMODELING AND REPAIRS and/or

K-61 CARPENTRY, REMODELING AND REPAIRS

2.4.4 CONTRACTOR REQUIREMENTS:

2.4.4.1 All service work performed by Contractor shall be to a professional standard, performed in a neat and workmanship manner, meeting all required state and municipal building codes, and susceptible to FMD (Or other using agencies) staff inspection and approval. Documentation, through an audit and feedback system of contract administration shall be used in this contract, by the County departments.

2.4.4.2 Permits required by local municipal authorities shall be obtained by the Contractor for all time and materials and project work. Cost shall be paid by the Contractor and invoiced to the County with not to exceed 5% mark-up administrative cost.

2.4.4.3 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building tenants. Upon completion of work the Contractor is responsible for cleaning and removing from the job site all debris, materials, and equipment associated with the work performed.

2.4.4.4 The Contractor shall make necessary repairs to in such a manner that does not damage County property. In the event damage occurs to Maricopa County property, or any adjacent property by reason of any repairs or installations performed under this Contract, the Contractor shall replace or repair the same at no cost to the County. If damage caused by the Contractor has to be repaired or

replaced by the County, the cost of such work shall be deducted from the monies due the Contractor.

2.4.4.5 The Contractor shall ensure all trash generated by work performed (either repairs or retrofitting) shall be removed from the site. Additionally, the Contractor will ensure all disturbances to the area where the Contractor performed work are restored to the same condition prior to start of the job. Such disturbances may include, but not limited to: loose dirt, dislocated gravel; removed vegetation; footprints; old asphalt/concrete; etc. If an inspection reveals that the Contractor fails to clean up after work has been performed, The County will notify the Contractor of the discrepancy and the Contractor will have twenty-four (24) hours to make the needed correction. Should the Contractor still fail to clean the area, the County reserves the right to make other arrangements to have the area cleaned and the County shall deduct the cost from the Contractor's invoicing.

2.4.4.6 In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by the County and be given one day to correct the work. Labor for all re-work will be at no cost to the County.

2.4.4.7 A background check will be a requirement for all employees of Contractor's staff providing services to the County. This option shall allow the Contractor to access areas within the County such as detention facilities, court buildings, and other restricted areas. The cost of this service shall be incurred by the County.

2.4.4.8 Employees of the Contractor:

No one except authorized employees of the Contractor is allowed on the premises of Maricopa County Buildings and/or property. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.

2.4.5 DETENTION FACILITIES

The Maricopa County Sheriff's Office (MCSO) does not allow a service contractor access into a Detention Facility to perform any type of service unless a background check has been completed. Exhibit 2, Detention Facilities Security Guidelines, explains all the necessary requirements of contractors performing work at such facilities. If it is anticipated a plumbing contractor who has staff visiting the site on a consistent basis, these forms will be completed by the person requesting facility access and the background check will be completed prior to approving access.

Once the form is filled out and submitted to FMD, the Contractor shall be notified if approved. If approved, a list of the approved names will be given to the Detention Facility where the work is to be performed. Only those on the list will be granted access.

For small jobs lasting only a few days or less, the Facilities Maintenance Officer at the facility will complete the background checks.

A pictured ID is required upon entry and must match the name on the approved access list.

2.5 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.6 INVOICES AND PAYMENTS:

2.6.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Arrival and completion time (if applicable)
- Total Amount Due

2.6.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.6.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (www.maricopa.gov/finance/vendors).

2.6.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.7 TAX:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.8 APPLICABLE TAXES:

3.1.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

3.1.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.1.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and

regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

2.9 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.10 FUEL COST PRICE ADJUSTMENT:

- 2.10.1 This provision provides for limited increased or decreased costs of motor fuels (fuels) used to perform services under this Contract. This provision does not apply to burner fuel (i.e. propane, natural gas, fuel oil, used motor oil). It applies to motor fuel only. Fuel cost adjustments may be either positive or negative. A positive fuel cost adjustment will result in an increase in payments to Contractor while a negative fuel cost adjustment will result in a decrease in payments to Contractor.
- 2.10.2 This provision is intended to minimize risk to both parties to this Contract due to fuel cost fluctuations that may occur during the term of this Contract. This provision is not designed to estimate actual quantities of fuel used in providing services under this Contract, but to provide a reasonable basis for calculating a fuel cost adjustment based on average conditions.
- 2.10.3 Application of this provision will come into effect upon Contractor submittal of a fuel cost adjustment request. A request may be submitted only when the increased cost of fuel, established as a percentage of total contract price (base fuel cost) upon award of this Contract, exceeds ten (10%) percent of the base fuel cost. The Contractor may request a fuel surcharge no more than four (4) times annually, during the month(s) of March, June, September and December. The request must be submitted no later than the tenth (10th) of the month. Any surcharge shall be effective the first of the following month after receipt and approval. The date of County approval of a fuel cost adjustment request shall become the base date for any future Contractor adjustment requests.
- 2.10.4 Contractor shall include, as part of its price bid, the percentage of total contract price fuel represents (e.g., fuel cost equals 10% of Contractor cost) (see also, Attachment A, Prices). This percentage will represent and establish the base fuel cost for this Contract. The base fuel cost shall be established as the due date for submission of proposals for this Contract. All subsequent fuel cost adjustments shall be based upon the date the County approves a Contractor's request for fuel cost adjustment (e.g. fuel cost adjustment approved by County on January 1, 2006, January 1, 2006 becomes base date for any next Contractor request for adjustment).
- 2.10.5 Fuel Cost Application Requirement. The Contractor must provide documentation including type of motor fuel and fuel invoices with price of the fuel used in providing services under this Contract, from the month bids were due and the month of the cost adjustment request, with any fuel cost adjustment application. The fuel cost adjustment application must be completed with all applicable data, and signed by the Contractor.
- 2.10.6 The fuel surcharge shall be based on the current quarterly index of the West Coast (PADD5) Diesel (On-Highway)-All Types or Reformulated Areas Gasoline compared to the previous quarterly index period as reported on the Energy Information Administration (EIA) website: <http://www.eia.doe.gov/>
- 2.10.7 The computation of the fuel surcharge amount shall be determined as follows:
- 2.10.8 The fuel cost Attachment A (Pricing) of the Contract with Maricopa County, multiplied by the percent of change indicated by the EIA report from the previous index period.

2.10.9 Upon agreement by the County to the surcharge, the County shall issue written approval of the change prior to any adjusted invoicing submitted for payment.

2.10.10 The surcharge shall be added as a separate line item to the invoice.

2.11 STRATEGIC ALLIANCE for VOUME EXPENDITURES (\$AVE):



The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

2.12 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

3.0 CONTRACTUAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:



This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a three (3) year term.

3.2 OPTION TO RENEW:



The County may, at their option and with the approval of the Contractor, renew the term of this Contract up to a maximum of Three (3) years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.4 INDEMNIFICATION:

3.4.1 To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

- 3.4.2 Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting therefrom, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.
- 3.4.3 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
- 3.4.4 The scope of this indemnification does not extend to the sole negligence of County.
- 3.4.5 Each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of the negligent performance of this Agreement, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

3.5 INSURANCE:

- 3.5.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 3.5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 3.5.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 3.5.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 3.5.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

- 3.5.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.
- 3.5.7 The insurance policies required by this Contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insured's.
- 3.5.8 The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 3.5.9 **Commercial General Liability:**
- Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.**
- 3.5.10 **Automobile Liability:**
- Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Lessee's owned, hired, and non-owned vehicles assigned to or used in performance of the Lessee's work or services or use or maintenance of the Premises under this Lease.**
- 3.5.11 **Workers' Compensation:**
- 3.5.11.1 **Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Lessee's employees engaged in the performance of the work or services under this Lease; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.**
- 3.5.11.2 **Lessee, its contractors and its subcontractors waive all rights against Lessor and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Lessee, its contractors and its subcontractors pursuant to this Lease.**
- 3.5.12 **Certificates of Insurance.**
- 3.5.12.1 **Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.**

3.5.12.1.1 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

3.5.12.1.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.5.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

County may determine to use a procurement card that may be used from time-to-time, to place and make payment for orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INTERNET ORDERING CAPABILITY:

It is the intent of County to use the Internet to communicate and to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.8 ORDERING AUTHORITY.

3.8.1 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by the Office of Procurement Services, or by a Certified Agency Procurement Aid (CAPA).

3.8.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

3.8.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.

3.8.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Respondent.

3.9 REQUIREMENTS CONTRACT:

3.9.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

3.9.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

3.9.3 Contractors agree to accept verbal notification of cancellation from the Office of Procurement Services Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

3.10 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.11 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

3.11.1 **Deliver the supplies or to perform the services within the time specified in this contract or any extension;**

3.11.2 **Make progress, so as to endanger performance of this contract; or**

3.11.3 **Perform any of the other provisions of this contract.**

3.11.4 **The County's right to terminate this contract under these subparagraphs may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.**

3.12 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

3.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

3.14 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

3.15 ADDITIONS/DELETIONS OF SERVICE:

3.15.1 The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

3.15.2 **The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.**

3.16 SUBCONTRACTING:

3.16.1 The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

3.16.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

3.17 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

3.18 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

3.18.1 In accordance with section MCI 367 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

3.18.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

3.19 AUDIT DISALLOWANCES:

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the

required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

3.20 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of the Contract.

3.21 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance there under.

3.22 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

3.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.23.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

3.23.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.23.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.23.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.23.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.23.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

3.23.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

~~3.24 ALTERNATIVE DISPUTE RESOLUTION:~~

~~3.24.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory~~

~~arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:~~

~~3.24.1.1 Render a decision;~~

~~3.24.1.2 Notify the parties that the exhibits are available for retrieval; and~~

~~3.24.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).~~

~~3.24.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.~~

~~3.24.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.~~

3.25 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

3.25.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

3.25.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.25.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

~~3.26 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~

~~3.26.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.~~

~~3.26.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.~~

3.27 CONTRACTOR LICENSE REQUIREMENT:

3.27.1 The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.

3.27.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

3.28 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

3.28.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

3.28.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

3.29 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any or any

other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

3.30 **PUBLIC RECORDS:**

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

SERIAL 11149-S

AMENDMENT No. 1
 To
 SERIAL 11149-S GENERAL MAINTENANCE AND REPAIR (HANDYMAN SERVICES)

Between

Woodruff Construction
 &
 Maricopa County, Arizona

WHEREAS, Maricopa County, Arizona ("County") and Woodruff Construction ("Contractor") have entered into a Contract for the purchase of General Maintenance and Repair (Handyman Services); dated February 2, 2012 ("Agreement") and effective February 2, 2012 County Contract No: 11149-S.

WHEREAS, County and Contractor have agreed to further modify the Agreement by changing certain terms and conditions;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows.

Add the following language (bold) to the contract terms:

2.4 PROJECT WORK AND TIME AND MATERIALS:

Project work shall mean work performed on major projects or major repairs to facilities. Each of the contractors assigned to this contract shall be provided a request for project quote with a detailed Scope of Work. As such, each contractor MUST submit a response, with award to the lowest quote of the project. Contractors are not to submit their own project quote sheets. Only County letterhead quote sheets are acceptable. All terms and conditions are those established under this agreement. All additional labor charges outside the Scope Of Work are those established in Attachment A, PRICING.

- (A) The threshold from time and materials to project work shall be \$5,000.00, except for projects that primarily involve painting services (2.1.6) as determined by the County. For projects that primarily involving painting services the threshold from time and materials to project work shall be \$1,000. Exceptions to this shall be emergencies that arise and must be dealt with immediately without the time for project quotes. This figure is not firm fixed. The County reserves the right to adjust this figure to a higher-level if deemed in the best interest of the department.

2.4.1.5 Time and Materials:

This contract may also be used for time and materials work (not to exceed \$5,000, except as noted in 2.4(A) and priced per hour as bid in the pricing section. Each bidder shall be ranked as first call, second call, third call, and so on, and based on the type of service they provide (i.e., residential, commercial, industrial, or a combination thereof). The contractor of record having the lowest labor bid shall be called first by the requesting department for time and materials service. If the vendor is unable to respond in the time parameters, the requesting agency shall proceed to the next lowest bidder. The County must document this via a rank call log. Consistent decline of service requests by a vendor or consistent non-compliance with response time specifications shall cause the County to review the file and a determination made for default of contract.

SERIAL 11149-S

IN WITNESS WHEREOF, this Contract Amendment is executed on the date set forth below when approved by Maricopa County Office of Procurement Services.

WOODRUFF CONSTRUCTION

Wade Woodruff
Authorized Signature

Wade Woodruff Vice President
Printed Name and Title

9401 N. 7th Ave. Phoenix, AZ 85021
Address

9/25/15
Date

MARICOPA COUNTY:

[Signature]
Chief Procurement Officer

10/2/15
Date

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
BWC ENTERPRISES INC., DBA WOODRUFF CONSTRUCTION**

EXHIBIT B
Scope of Work

PROJECT

Vendor will provide handyman services including general maintenance and repairs at City of Glendale facilities on an as-needed basis.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
BWC ENTERPRISES INC., DBA WOODRUFF CONSTRUCTION**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method of compensation is provided in Section 3 of the Linking Agreement.

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 \$150,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Vendor will provide handyman services including general maintenance and repairs at City of Glendale facilities on an as-needed basis.

WOODRUFF CONSTRUCTION, 9401 N. 7TH AVE. PHOENIX, AZ 85021

COMPANY NAME: BWC Enterprises Inc.
 DOING BUSINESS AS (DBA) NAME: Woodruff Construction
 MAILING ADDRESS: 9401 N. 7th Ave. Phoenix, AZ 85021
 REMIT TO ADDRESS: 9401 N. 7th Ave. Phoenix, AZ 85021
 TELEPHONE NUMBER: 480-921-1925
 FACSIMILE NUMBER: 480-446-0825
 WEB SITE: www.woodruffaz.com
 REPRESENTATIVE NAME: Wade Woodruff
 REPRESENTATIVE TELEPHONE NUMBER: 480-921-1925
 REPRESENTATIVE E-MAIL: wade.woodruff@woodruffaz.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1%
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

PAYMENT TERMS: RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING PAYMENT TERMS WILL BE CONSIDERED IN DETERMINING LOW BID. FAILURE TO CHOOSE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.

NET 30 DAYS

Third ~~3~~rd CALL

CARPENTER			
Title	Unit Price	UofM	Bidder Notes
Normal Business Hours 6am to 6pm	\$40.50	hour	Percentage Discount for Materials: 1
After Hours Service 6pm to 6am	\$49.25	hour	
Weekend and Holiday	\$58.25	hour	
CEMENT MASON			
Title	Unit Price	UofM	Bidder Notes
Normal Business Hours 6am to 6pm	\$44.00	hour	Percentage Discount for Materials: 1
After Hours Service 6pm to 6am	\$54.00	hour	
Weekend and Holiday	\$63.00	hour	
PLASTERER			
Title	Unit	UofM	Bidder Notes
Normal Business Hours 6am to 6pm	\$44.00	hour	Percentage Discount for Materials: 1
After Hours Service 6pm to 6am	\$54.00	hour	
Weekend and Holiday	\$63.00	hour	

WOODRUFF CONSTRUCTION, 9401 N. 7TH AVE. PHOENIX, AZ 85021

ELECTRICIAN			
Title	Unit Price	UofM	Bidder Notes
Normal Business Hours 6am to 6pm	\$63.00	hour	Percentage Discount for Materials: 1
After Hours Service 6pm to 6am	\$73.50	hour	
Weekend and Holiday	\$97.00	hour	
GENERAL LABORER			
Title	Unit Price	UofM	Bidder Notes
Normal Business Hours 6am to 6pm	\$35.00	hour	Percentage Discount for Materials: 1
After Hours Service 6pm to 6am	\$39.00	hour	
Weekend and Holiday	\$51.00	hour	
PAINTER			
Title	Unit Price	UofM	Bidder Notes
Normal Business Hours 6am to 6pm	\$35.00	hour	Percentage Discount for Materials: 1
After Hours Service 6pm to 6am	\$39.00	hour	
Weekend and Holiday	\$51.00	hour	
PLUMBER			
Title	Unit Price	UofM	Bidder Notes
Normal Business Hours 6am to 6pm	\$65.00	hour	Percentage Discount for Materials: 1
After Hours Service 6pm to 6am	\$97.50	hour	
Weekend and Holiday	\$99.00	hour	
APPLIANCE SERVICE TECHNICIAN			
Title	Unit Price	UofM	Bidder Notes
Normal Business Hours 6am to 6pm	\$97.00	hour	Percentage Discount for Materials: 1
After Hours Service 6pm to 6am	\$103.00	hour	
Weekend and Holiday	\$120.00	hour	
EXTERMINATOR			
Title	Unit Price	UofM	Bidder Notes
Normal Business Hours 6am to 6pm	\$40.00	hour	Percentage Discount for Materials: 1
After Hours Service 6pm to 6am	\$50.00	hour	
Weekend and Holiday	\$62.00	hour	
GARAGE DOOR TECHNICIAN			
Title	Unit Price	UofM	Bidder Notes
Normal Business Hours 6am to 6pm	\$123.00	hour	Percentage Discount for Materials: 1
After Hours Service 6pm to 6am	\$175.00	hour	
Weekend and Holiday	\$205.00	hour	

WOODRUFF CONSTRUCTION, 9401 N. 7TH AVE. PHOENIX, AZ 85021

GLAZIER			
Title	Unit Price	UofM	Bidder Notes
Normal Business Hours 6am to 6pm	\$65.50	hour	Percentage Discount for Materials: 1
After Hours Service 6pm to 6am	\$95.00	hour	
Weekend and Holiday	\$103.00	hour	
HVAC TECHNICIAN			
Title	Unit Price	UofM	Bidder Notes
Normal Business Hours 6am to 6pm	\$78.00	hour	Percentage Discount for Materials: 1
After Hours Service 6pm to 6am	\$115.00	hour	
Weekend and Holiday	\$138.00	hour	
SWIMMING POOL TECH			
Title	Unit Price	UofM	Bidder Notes
Normal Business Hours 6am to 6pm	\$73.00	hour	Percentage Discount for Materials: 1
After Hours Service 6pm to 6am	\$83.00	hour	
Weekend and Holiday	\$92.00	hour	
LOCKSMITH			
Title	Unit Price	UofM	Bidder Notes
Normal Business Hours 6am to 6pm	\$50.00	hour	Percentage Discount for Materials: 1
After Hours Service 6pm to 6am	\$65.00	hour	
Weekend and Holiday	\$75.00	hour	
MASONRY			
Title	Unit Price	UofM	Bidder Notes
Normal Business Hours 6am to 6pm	\$45.00	hour	Percentage Discount for Materials: 1
After Hours Service 6pm to 6am	\$55.00	hour	
Weekend and Holiday	\$64.00	hour	
FENCING & GATES REPAIR CHAIN-LINK			
Title	Unit Price	UofM	Bidder Notes
Normal Business Hours 6am to 6pm	\$47.00	hour	Percentage Discount for Materials: 1
After Hours Service 6pm to 6am	\$65.00	hour	
Weekend and Holiday	\$71.00	hour	
LAWN & SHRUB MAINTENANCE			
Title	Unit Price	UofM	Bidder Notes
Normal Business Hours 6am to 6pm	\$31.00	hour	Percentage Discount for Materials: 1
After Hours Service 6pm to 6am	\$36.00	hour	
Weekend and Holiday	\$42.00	hour	

WOODRUFF CONSTRUCTION, 9401 N. 7TH AVE. PHOENIX, AZ 85021

REFRIGERANT EXTRACTION SERVICES			
Title	Unit Price	UofM	Bidder Notes
Normal Business Hours 6am to 6pm	\$100.00	hour	Percentage Discount for Materials: 1
After Hours Service 6pm to 6am	\$110.00	hour	
Weekend and Holiday	\$120.00	hour	

PRICING SHEET: NIGP CODE 91052

Terms Net 30

Vendor Number: 2011001018 0

Certificates of Insurance Required

Contract Period: To cover the period ending February 28, 2015 2018.



Legislation Description

File #: 16-401, **Version:** 1

AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE LINKING AGREEMENT WITH SAN TAN AUTO PARTNERS, LLC, DOING BUSINESS AS SAN TAN FORD, FOR THE PURCHASE OF THREE VEHICLES

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into Amendment No. 1 to the Linking Agreement with San Tan Auto Partners, LLC, doing business as (dba) San Tan Ford, Contract No. C-10337, for an increase of \$73,586.35 to a not to exceed amount of \$501,493.35, for the entire term of the Agreement, for the purchase of three 2017 Ford F150 Super Cab 4x2 pickup trucks.

Background

The Solid Waste Management Division in Public Works is responsible for the safe removal of garbage and recycling from residences and businesses throughout the city. The division utilizes pickup trucks for inspection of waste containers and supervision of staff. This Amendment will allow the replacement of three pickup trucks of 8, 9, and 10 years of age, respectively.

San Tan Ford was awarded a contract by the State of Arizona, ADSPO12-016671 for Vehicles, New Purchases Statewide through a competitive bid process.

Cooperative purchasing allows counties, municipalities, schools, colleges and universities in Arizona to use a contract that was competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts, and provides the opportunity to take advantage of volume pricing. The Glendale City Code authorizes cooperative purchases when the solicitation process utilized complies with the intent of Glendale's procurement processes. This cooperative purchase is compliant with Chapter 2, Article V, Division 2, Section 2 -149 of the Glendale City Code, per review by Materials Management

Analysis

Staff is requesting to purchase one 2017 Ford F150 Super Cab 4X2 Short Bed pickup truck with Lift Gate and 3.5L FFV V6 Engine, and two 2017 Ford F150 Super Cab 4X2 Short Bed pickup trucks with 3.5L FFV V6 Engines. These vehicles will be utilized by the Solid Waste Management Division of the Public Works Department.

In October 2015, Council authorized the original Linking Agreement with San Tan Ford for the purchase of 18 Ford light duty vehicles. This Amendment will allow the purchase of three additional vehicles. The Linking Agreement will expire on October 1, 2016.

Previous Related Council Action

On October 13, 2015, Council authorized entering into a Linking Agreement with San Tan Ford, Contract No. C-10337, for the purchase of 18 Ford light duty vehicles, in an amount not to exceed \$427,907, for the City of Glendale fleet.

Community Benefit/Public Involvement

Purchase of these vehicles ensures the continued delivery of service provided to the citizens of Glendale.

Cooperative purchasing typically produces the lowest possible volume prices and allows for the most effective use of available funding. The bids are publicly advertised and all Arizona Firms have an opportunity to participate.

Budget and Financial Impacts

Funding is available in the Fiscal Year 2016-17 Capital Improvement Plan budget. Expenditures with San Tan Ford for the three pickup trucks are not to exceed \$73,586.35 for the entire term of the Agreement.

Cost	Fund-Department-Account
\$73,586.35	2480-78005-551450, Replace Pickup Trucks - Solid Waste

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

AMENDMENT NO. 1
TO
THE LINKING AGREEMENT
WITH SAN TAN AUTO PARTNERS, LLC DBA SAN TAN FORD
(State of Arizona Contract NO. ADSPO12-016671, Contract No. C-10337)

This Amendment No. 1 (“Amendment”) to the _____ (“Agreement”) is made this _____ day of _____, 2016, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and San Tan Auto Partners, LLC dba San Tan Ford, an Arizona corporation authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and San Tan Auto Partners, LLC dba San Tan Ford (“Contractor”) previously entered into Linking Agreement, Contract No. C-10337, dated October 13, 2015 with an expiration date of October 1, 2016 (“Agreement”); and
- B. The original State of Arizona Contract, Contract No. ADSPO12-016671 had an initial one-year term beginning January 17, 2012 through January 17, 2013 with the option to extend an additional four (4) years in one-year increments; and
- C. The State of Arizona Contract No. ADSPO12-016671, as amended, expires on October 1, 2016; and
- D. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

- 1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
- 2. **Term.** The term of the Agreement will remain the same. The State contract and this Linking Agreement expire on October 1, 2016. There are no more renewals remaining.
- 3. **Scope of Work.** The Scope of Work is amended to include the purchase of the following vehicles from the Contractor:
 - Two (2) 2017 Ford F150 Super Cab 4X2 Short Bed with 3.5L FFV V6 Engine
 - One (1) 2017 Ford F150 Super Cab 4X2 Short Bed with Lift Gate and 3.5L FFV V6 Engine

4. **Compensation.** Section 4.1 of the Agreement is modified and amended as follows:
4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Subcontractors will not exceed \$501,493.35 for the entire term of the contract as extended.
5. **Insurance Certificate.** Current certificate will expire on November 1, 2016.
6. **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.
7. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona
municipal corporation

Kevin R. Phelps, City Manager


ATTEST:

Julie K. Bower, City Clerk (SEAL)

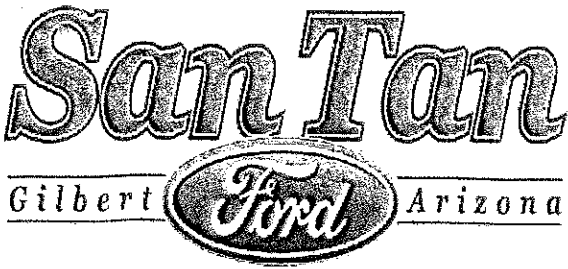
APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

San Tan Auto Partners, LLC dba San
Tan Ford, an Arizona corporation



By: Joe Sanchez
Its: Government Fleet Sales Manager



Government Fleet Sales Manager

Joe Sanchez (480) 621-3741 joesanchez@santanford.com
Department Fax (480) 621-3796

Qty (2)

Date: July 25, 2016

Customer: City of Glendale

Line Item/State Contract #: X1C / ADSPO12-016671

Vehicle Description: 2017 Ford F150 Super Cab 4X2 Short Bed

With 3.5L FFV V6 Engine

Base Bid Price \$21,491.00

Upgrade Options

- 1 Power Equipment Group Standard on Contract
- 2 Cruise Control Standard on Contract
- 3 Running Boards 250.00
- 4 Window Tint 250.00
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20

\$500.00

Bid Price (with options) \$21,991.00

Tire Tax 5.00

Sales Tax (7.80%) 1,715.30

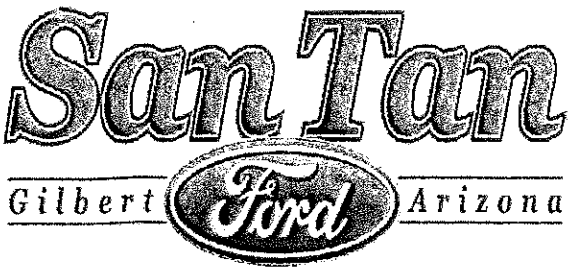
Ford Extended Service Plan

Transportation Fee _____

Total Delivered Price \$23,711.30

Notes:

Thank You,
Joe



Government Fleet Sales Manager

Joe Sanchez (480) 621-3741 joesanchez@santanford.com
 Department Fax (480) 621-3796

Qty (1)

Date: July 25, 2016

Customer: City of Glendale

Line Item/State Contract #: X1C / ADSP012-016671

Vehicle Description: 2017 Ford F150 Super Cab 4X2 Short Bed with Lift Gate

With 3.5L FFV V6 Engine

Base Bid Price \$21,491.00

Upgrade Options

1 Power Equipment Group	Standard on Contract
2 Cruise Control	Standard on Contract
3 Running Boards	250.00
4 Window Tint	250.00
5 1300 lbs. Lift Gate	2,275.00
6	
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19	
20	

\$2,775.00

Bid Price (with options) \$24,266.00

Tire Tax 5.00
 Sales Tax (7.80%) 1,892.75

Ford Extended Service Plan

Transportation Fee _____

Total Delivered Price \$26,163.75

Notes:

Thank You,
 Joe



Legislation Description

File #: 16-402, Version: 1

AUTHORIZATION TO ENTER INTO AMENDMENT NO. 2 TO THE LINKING AGREEMENT WITH TITAN POWER, INC., FOR PREVENTATIVE MAINTENANCE AND REPAIR SERVICES TO UNINTERRUPTIBLE POWER SUPPLY UNITS

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into Amendment No. 2 to the Linking Agreement with Titan Power, Inc., Contract No. C-9240, for an increase of \$100,000 to a not to exceed amount of \$148,000 for the entire term of the Agreement, and to extend the term through July 15, 2017, for preventative maintenance and repair services to uninterruptible power supply units at city facilities.

Background

The Public Works Department's Facilities Management Division is responsible for completing preventative maintenance and repair services to uninterruptible power supply units to over 150 city buildings and over 71 park facilities. The uninterruptible power supply (UPS) is an electronic device that supports computers, servers, data communication systems, and other equipment during sudden power failure or voltage drop. UPS systems are in a standby mode to instantly provide power in case of brief power outages primarily in data centers or computer rooms. They also have the ability to eliminate power surges, noise, and spikes.

UPS units are used to maintain critical life safety data connectivity at the Public Safety Facility and at the Glendale Regional Public Safety Training Center (GRPSTC) as well as emergency lighting at the civic center and the Field Operations complex.

Titan Power, Inc. was awarded a bid by the State of Arizona, Contract No. ADSP012-026687, for Uninterruptible Power Supply: New Equipment, Service and Maintenance, on July 16, 2012. The contract, as amended, expires on July 15, 2017.

On September 26, 2014, the city entered into an Agreement for preventative maintenance and repair services to uninterruptible power supply units with Titan Power, Inc., Contract No. C-9240, in amount not to exceed \$48,000, utilizing the State of Arizona Contract No ADSP012-026687. The city entered into Amendment No. 1 with Titan Power, Inc. on August 5, 2015 to extend the term through July 15, 2016.

Cooperative purchasing allows counties, municipalities, schools, colleges and universities in Arizona to use a contract that was competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts, and provides the opportunity to take advantage of volume pricing. The Glendale City Code authorizes cooperative purchases when the solicitation process utilized complies with the intent of Glendale's

procurement processes. This cooperative purchase is compliant with Chapter 2, Article V, Division 2, Section 2-149 of the Glendale City Code, per review by Materials Management.

Analysis

This request is to increase the total compensation to include the cost of unanticipated maintenance and repair services to uninterruptible power supply units, and to extend the term of the Agreement through July 15, 2017.

Community Benefit/Public Involvement

Maintenance and repair services to uninterruptible power supply units at city-owned facilities are necessary for the delivery of critical information and for the safety of employees who work at and individuals who visit these public places.

Cooperative purchasing typically produces the lowest possible volume prices and allows for the most effective use of available funding. The bids are publicly advertised and all Arizona Firms have an opportunity to participate.

Budget and Financial Impacts

Funding is available in the Fiscal Year 2016-17 Operating budgets for the various city departments. The increase in expenditures with Titan Power, Inc., are not to exceed \$100,000 for the entire term of the Agreement, contingent upon Council Budget approval.

Cost	Fund-Department-Account
\$100,000	Varies

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

AMENDMENT NO. 2
TO
THE LINKING AGREEMENT
WITH TITAN POWER, INC.

(State of Arizona Contract No. ADSPO12-026687, Contract No. C-9240)

This Amendment No. 2 (“Amendment”) to the Preventative Maintenance and Repair Services to Uninterruptible Power Supply Units (“Agreement”) is made this _____ day of _____, 2016, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Titan Power Inc., an Arizona corporation authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Titan Power Inc. (“Contractor”) previously entered into Linking Agreement, Contract No. C-9240, dated September 26, 2014 (“Agreement”); and
- B. The original State of Arizona Contract, Contract No. ADSPO12-026687, had an initial one-year term beginning July 16, 2012 through July 15, 2013 with the option to extend an additional four (4) years in one-year increments; and
- C. The State of Arizona Contract No. ADSPO12-026687, as amended, expires on July 15, 2017; and
- D.. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
2. **Term.** The term of the Agreement is extended for a one-year period from July 16, 2016 through July 15, 2017, unless otherwise terminated or canceled as provided by the Agreement. There are no renewals remaining. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.
3. **Scope of Work.** The scope of work will remain the same.
4. **Compensation.** Section 4.1 of the Agreement is modified and amended as follows:
4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Subcontractors will not exceed \$148,000 for the entire term of the contract as extended.

5. **Insurance Certificate.** Current certificate will expire on January 1, 2017 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.
6. **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.
7. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

CITY OF GLENDALE, an Arizona
municipal corporation

Kevin R. Phelps, City Manager

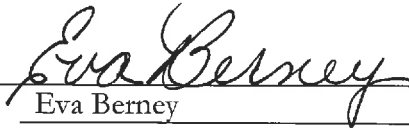
ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Titan Power Inc.,
an Arizona corporation



By: Eva Berney
Its: Vice President

6/29/16



Legislation Description

File #: 16-403, **Version:** 1

AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH CACTUS ASPHALT, A DIVISION OF CACTUS TRANSPORT INC., FOR THE PAVEMENT MANAGEMENT PROGRAM CRACK SEAL PROJECT

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a construction agreement with Cactus Asphalt, a division of Cactus Transport, Inc., in an amount not to exceed \$889,110.10 for the Pavement Management Program Crack Seal project.

Background

The city has over 748 miles of paved arterial, collector and residential roadways, which represents an investment of over \$1 billion in the street network based on replacement costs in today's economy. With the exception of minor street and concrete repairs (potholes, small paving projects, curb, and sidewalk repairs) the city currently contracts for all other preventative maintenance and reconstructive roadway projects.

The Crack Seal project for the Pavement Management Program provides for approximately 60 miles of crack seal surface preservation on various arterial, collector, and residential streets throughout the city. Specifically this project includes cleaning cracks in the existing pavement and applying a rubber sealant product.

Analysis

The Engineering division published a Notice to Contractors requesting bids for the Pavement Management Program - Crack Seal (project number 151631) on June 9, and 16, 2016. Eight contractors obtained the bid documents. On July 19, 2016, five bids were received, with Cactus Asphalt submitting the lowest responsive and responsible bid in the amount of \$889,110.10. Staff anticipates issuing a Notice to Proceed late September, with application beginning in October 2016.

Previous Related Council Action

On April 5, 2016, staff presented the five year Pavement Management Program to Council.

Community Benefit/Public Involvement

Well maintained infrastructure is an important element of strong neighborhoods and business corridors and is critical for the attraction of quality economic development.

Budget and Financial Impacts

Funding is available in the Fiscal Year 16-17 Capital Improvement Plan budget. Expenditures with Cactus Asphalt are not to exceed \$889,110.10.

Cost	Fund-Department-Account
\$889,110.10	2000-68917-550800, Pavement Management-HURF

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Cactus Asphalt, a Division of Cactus Transport Inc., an Arizona corporation, authorized to do business in Arizona ("Contractor") as of the ____ day of _____, 20__.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in the Notice to Contractors and the attached Exhibit A ("Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project, the plans and specifications, the Information for Bidders, and the Maricopa Association of Governments ("MAG") General and Supplemental Conditions and Provisions;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Project.

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

1.2 Documents. The following documents are, by this reference, entirely incorporated into this Agreement and attached Exhibits as though fully set forth herein:

- (A) Notice to Contractors;
- (B) Information for Bidders;
- (C) MAG General Conditions, Supplemental General Conditions, Special and Technical Provisions;
- (D) Proposal;
- (E) Bid Bond;
- (F) Payment Bond;
- (G) Performance Bond;
- (H) Certificate of Insurance;
- (I) Appendix; and
- (J) Plans and Addenda thereto.

Should a conflict exist between this Agreement (and its attachments), and any of the incorporated documents as listed above, the provisions of this Agreement shall govern.

1.3 Project Team.

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

(B) **Project Team.**

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

(C) **Sub-contractors.**

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

2. **Schedule.** The Project will be undertaken in a manner that ensures it is completed in a timely and efficient manner. If not otherwise stated in Exhibit A, the Project shall be completed by no later than within one hundred eighty (180) consecutive calendar days from and including the date of receipt of the Notice to Proceed.

3. **Contractor's Work.**

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

3.2 **Licensing.** Contractor warrants that:

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

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

3.4 **Coordination; Interaction.**

- (A) If the City determines that the Project requires the coordination of professional services or other providers, Contractor will work in close consultation with City to proactively interact with any other contractors retained by City on the Project ("Coordinating Entities").
- (B) Subject to any limitations expressly stated in the budget, Contractor will meet to review the Project, schedules, budget, and in-progress work with Coordinating Entities and the City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- (C) If the Project does not involve Coordinating Entities, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 **Hazardous Substances.** Contractor is responsible for the appropriate handling, disposal of, and if necessary, any remediation and all losses and damages to the City, associated with the use or release of hazardous substances by Contractor in connection with completion of the Project.

3.6 **Warranties.** At any time within two years after completion of the Project, Contractor must, at Contractor's sole expense and within 20 days of written notice from the City, uncover, correct and remedy all defects in Contractor's work. City will accept a manufacturer's warranty on approved equipment as satisfaction of the Contractor's warranty under this subsection.

3.7. **Bonds.** Upon execution of this Agreement, and if applicable, Contractor must furnish Payment and Performance bonds as required under A.R.S. § 34-608.

4. **Compensation for the Project.**

4.1 **Compensation.** Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$889,110.10, as specifically detailed in the Contractor's bid and set forth in Exhibit B ("Compensation").

4.2 **Change in Scope of Project.** The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified by the City.

(A) Adjustments to the Scope or Compensation require a written amendment to this Agreement and may require City Council approval.

(B) Additional services which are outside the scope of the Project and not contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

5. **Billings and Payment.**

5.1 **Applications.**

(A) The Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

(B) The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 **Payment.**

(A) After a full and complete Payment Application is received, City will process and remit payment within thirty (30) days.

(B) Payment may be subject to or conditioned upon City's receipt of:

(1) Completed work generated by Contractor and its Sub-contractors; and

(2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

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

(A) If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

(B) City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

(C) Contractor will provide, by separate cover, and concurrent with the execution of this Agreement, all required financial information to the City, including City of Glendale Transaction Privilege License and Federal Taxpayer identification numbers.

(D) City will temporarily withhold Compensation amounts as required by A.R.S. 34-221(C).

6. Termination.

- 6.1 For Convenience.** City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than fifteen (15) days following the date of delivery.
- (A) Contractor will be equitably compensated any services and materials furnished prior to receipt of the termination notice and for reasonable costs incurred.
 - (B) Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with Project closeout and delivery of the required items to the City.
- 6.2 For Cause.** City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven (7) days after receipt of written notice specifying the breach.
- (A) Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages.
 - (B) If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. Insurance.

7.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

- (A) Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively, "Contractor's Policies"), until each Parties' obligations under this Agreement are completed.
- (B) General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - (2) Sub-contactors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, products and completed operations, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- (C) Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and 1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- (D) Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- (E) Equipment Insurance. Contractor must secure, pay for, and maintain all-risk insurance as necessary to protect the City against loss of owned, non-owned, rented or leased capital equipment and tools, equipment and scaffolding, staging, towers and forms owned or rented by Contractor or its Sub-contractors.

- (F) Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
- (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- (G) Certificates of Insurance.
- (1) Within ten (10) business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
 - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under this Agreement.
- (H) Other Contractors or Vendors.
- (1) Other contractors or vendors that may be contracted by Contractor with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular agreement.
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- (I) Policies. Except with respect to workers' compensation and employer's liability coverages, the City must be named and properly endorsed as additional insureds on all liability policies required by this section.
- (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and acceptable to all parties.

7.2 Sub-contractors.

- (A) Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- (B) City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- (C) Contractor and Sub-contractors must provide to the City proof of Required Insurance whenever requested.

7.3 Indemnification.

- (A) To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- (B) This indemnity and hold harmless policy applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.
- (C) Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

7.4 **Waiver of Subrogation.** Contractor waives, and will require any Subcontractor to waive, all rights of subrogation against the City to the extent of all losses or damages covered by any policy of insurance.

- 8. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Contractor warrant their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.
- 9. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.
- 10. **Non-Discrimination Policies.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, religion, color sex or national origin. Contractor must develop, implement and maintain non-discrimination policies and post the policies in conspicuous places visible to employees and applicants for employment. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section.
- 11. **Notices.**
 - 11.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
 - (A) The Notice is in writing, and
 - (B) Delivered in person or by private express overnight delivery service (delivery charges prepaid), certified or registered mail (return receipt requested).
 - (C) Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier on or before 5:00 p.m.; or

- (2) As of the next business day after receipt, if received after 5:00 p.m.
- (D) The burden of proof of the place and time of delivery is upon the Party giving the Notice.
- (E) Digitalized signatures and copies of signatures will have the same effect as original signatures.

11.2 **Representatives.**

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

Contractor
Attn: Brian Glazer
8211 West Sherman Street
Tolleson, Arizona 85353

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

City of Glendale
Attn: Sharletha Johnson
5850 West Glendale Avenue
Glendale, Arizona 85301

With required copies to:

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

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

- (C) Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be considered to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

- (D) Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

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

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

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

- (A) Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- (B) Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

- (C) Any solicitation, addendums and responses submitted by the Contractor are incorporated fully into this Agreement as Exhibit A. Any inconsistency between Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

13.2 Interpretation.

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

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

13.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval.

13.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

13.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.

13.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

14. Dispute Resolution. Each claim, controversy and dispute ("Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

15. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Compensation
Exhibit C	Dispute Resolution

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

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

Cactus Asphalt, a Division of Cactus Transport Inc.,
an Arizona corporation

By: Bryan Glazer
Its: Vice President

WOMEN-OWNED/MINORITY BUSINESS YES NO
CITY OF GLENDALE TRANSACTION PRIVILEGE TAX NO. _____
FEDERAL TAXPAYER IDENTIFICATION NO. _____

**EXHIBIT A
CONSTRUCTION AGREEMENT**

PROJECT

Provide all necessary labor and equipment for cleaning cracks in the existing bituminous pavement and applying an asphalt-rubber sealant product.

**EXHIBIT B
CONSTRUCTION AGREEMENT**

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

By bid, including all services, materials and costs.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$889,110.10

DETAILED PROJECT COMPENSATION

As shown in detail on Page 8 of the Bid Schedule.

**EXHIBIT C
CONSTRUCTION AGREEMENT**

DISPUTE RESOLUTION

1. Disputes.

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

2. Arbitration.

- 2.1 **Rules.** If the parties are unable to resolve the Dispute by negotiation within thirty (30) days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
- (A) The parties will exercise best efforts to select an arbitrator within five (5) business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
- (B) The arbitrator selected must be an attorney with at least fifteen (15) years experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least ten (10) years.
- 2.2 **Discovery.** The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 **Hearing.** The arbitration hearing will be held within ninety (90) days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
- 2.5 Final Decision. The Arbitrator's decision should be rendered within (fifteen) 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.

4. **Exceptions.**

- 4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.
- 4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
- 4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

BID TABULATION

PROJECT# 151631 - FY 2016/2017 PAVEMENT MANAGEMENT PROGRAM CRACK SEAL PROJECT

OPENED AT THE CITY OF GLENDALE, ENGINEERING DEPARTMENT
5850 W. GLENDALE AVENUE, 3RD FLOOR

DATE: July 19, 2016 - 10:00 a.m.

	CONTRACTOR	BID BOND/ CHECK	ACKNOWLEDGE ADDENDA 1 - 4	BASE BID TOTAL
1	CACTUS ASPHALT	BB	Y	<i>\$889,110.10</i>
2	GRAHAM CONTRACTORS, INC.	BB	Y	<i>\$952,900.00</i>
3	REGIONAL PAVEMENT MAINTENANCE	BB	Y	<i>\$1,124,300.00</i>
4	SUNLAND ASPHALT	BB	Y	<i>\$1,382,921.50</i>
5	R.K.SANDERS, INC.	<i>NON-RESPONSIVE</i>		



Legislation Description

File #: 16-404, **Version:** 1

AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH VIASUN CORPORATION FOR THE PAVEMENT MANAGEMENT PROGRAM SLURRY SEAL PROJECT

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Construction Agreement with Viasun Corporation in an amount not to exceed \$1,958,963.10 for the Pavement Management Program Slurry Seal project.

Background

The city has over 748 miles of paved arterial, collector and residential roadways, which represents an investment of over \$1 billion in the street network based on replacement costs in today's economy. With the exception of minor street and concrete repairs (potholes, small paving projects, curb, and sidewalk repairs) the city currently contracts for all other preventative maintenance and reconstructive roadway projects.

The Slurry Seal Project for the Pavement Management Program provides for approximately 30 miles of slurry seal surface preservation on various arterial, collector and residential streets throughout the city. Specifically this project includes: slurry surface treatment of existing roadway sections, and thermoplastic restriping or repainting of pavement markings.

Analysis

The Engineering division published a Notice to Contractors requesting bids for the Pavement Management Program - Slurry Seal (project number 151630) on May 19, and 26, 2016. Six contractors obtained the bid documents. On July 7, 2016, two bids were received, with Viasun Corporation submitting the lowest responsive and responsible bid in the amount of \$1,958,963.10. Staff anticipates issuing a Notice to Proceed late September, with construction beginning October 2016.

Previous Related Council Action

On April 5, 2016, staff presented the five year Pavement Management Program to Council.

On June 9, 2015, Council authorized a construction agreement with VSS International, Inc., in the amount not to exceed \$883,000 for the FY2014/15 Pavement Slurry Seal Phase Two.

On March 24, 2015, Council authorized a construction agreement with Southwest Slurry Seal, Inc. in an amount not to exceed \$1,450,825 for the FY2014/15 Pavement Slurry Seal Phase One.

Community Benefit/Public Involvement

Well maintained infrastructure is an important element of strong neighborhoods and business corridors and is critical for the attraction of quality economic development.

Budget and Financial Impacts

Funding is available in the Fiscal Year 2016-17 Capital Improvement Plan budget. Expenditures with Viasun Corporation are not to exceed \$1,958,963.10.

Cost	Fund-Department-Account
\$1,958,963.10	2210-65089-550800, Pavement Management-GO Transportation

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Viasun Corporation, an Arizona corporation, ("Contractor") as of the ____ day of _____, 20__.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in the Notice to Contractors and the attached Exhibit A ("Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project, the plans and specifications, the Information for Bidders, and the Maricopa Association of Governments ("MAG") General and Supplemental Conditions and Provisions;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Project.

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

1.2 Documents. The following documents are, by this reference, entirely incorporated into this Agreement and attached Exhibits as though fully set forth herein:

- (A) Notice to Contractors;
- (B) Information for Bidders;
- (C) MAG General Conditions, Supplemental General Conditions, Special and Technical Provisions;
- (D) Proposal;
- (E) Bid Bond;
- (F) Payment Bond;
- (G) Performance Bond;
- (H) Certificate of Insurance;
- (I) Appendix; and
- (J) Plans and Addenda thereto.

Should a conflict exist between this Agreement (and its attachments), and any of the incorporated documents as listed above, the provisions of this Agreement shall govern.

1.3 Project Team.

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

(B) Project Team.

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

(C) Sub-contractors.

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

2. **Schedule.** The Project will be undertaken in a manner that ensures it is completed in a timely and efficient manner. If not otherwise stated in Exhibit A, the Project shall be completed by no later than within one hundred eighty (180) consecutive calendar days from and including the date of receipt of the Notice to Proceed.

3. **Contractor's Work.**

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

3.2 **Licensing.** Contractor warrants that:

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

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

3.4 **Coordination; Interaction.**

- (A) If the City determines that the Project requires the coordination of professional services or other providers, Contractor will work in close consultation with City to proactively interact with any other contractors retained by City on the Project ("Coordinating Entities").
- (B) Subject to any limitations expressly stated in the budget, Contractor will meet to review the Project, schedules, budget, and in-progress work with Coordinating Entities and the City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- (C) If the Project does not involve Coordinating Entities, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 **Hazardous Substances.** Contractor is responsible for the appropriate handling, disposal of, and if necessary, any remediation and all losses and damages to the City, associated with the use or release of hazardous substances by Contractor in connection with completion of the Project.

3.6 Warranties. At any time within two years after completion of the Project, Contractor must, at Contractor's sole expense and within 20 days of written notice from the City, uncover, correct and remedy all defects in Contractor's work. City will accept a manufacturer's warranty on approved equipment as satisfaction of the Contractor's warranty under this subsection.

3.7. Bonds. Upon execution of this Agreement, and if applicable, Contractor must furnish Payment and Performance bonds as required under A.R.S. § 34-608.

4. Compensation for the Project.

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$1,958,963.10 as specifically detailed in the Contractor's bid and set forth in Exhibit B ("Compensation").

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified by the City.

(A) Adjustments to the Scope or Compensation require a written amendment to this Agreement and may require City Council approval.

(B) Additional services which are outside the scope of the Project and not contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

5. Billings and Payment.

5.1 Applications.

(A) The Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

(B) The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

(A) After a full and complete Payment Application is received, City will process and remit payment within thirty (30) days.

(B) Payment may be subject to or conditioned upon City's receipt of:

(1) Completed work generated by Contractor and its Sub-contractors; and

(2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

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

(A) If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.

(B) City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

(C) Contractor will provide, by separate cover, and concurrent with the execution of this Agreement, all required financial information to the City, including City of Glendale Transaction Privilege License and Federal Taxpayer identification numbers.

(D) City will temporarily withhold Compensation amounts as required by A.R.S. 34-221(C).

6. Termination.

- 6.1 For Convenience.** City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than fifteen (15) days following the date of delivery.
- (A) Contractor will be equitably compensated any services and materials furnished prior to receipt of the termination notice and for reasonable costs incurred.
 - (B) Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with Project closeout and delivery of the required items to the City.
- 6.2 For Cause.** City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven (7) days after receipt of written notice specifying the breach.
- (A) Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages.
 - (B) If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. Insurance.

7.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

- (A) Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively, "Contractor's Policies"), until each Parties' obligations under this Agreement are completed.
- (B) General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, products and completed operations, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- (C) Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and 1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- (D) Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- (E) Equipment Insurance. Contractor must secure, pay for, and maintain all-risk insurance as necessary to protect the City against loss of owned, non-owned, rented or leased capital equipment and tools, equipment and scaffolding, staging, towers and forms owned or rented by Contractor or its Sub-contractors.

- (F) Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
- (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- (G) Certificates of Insurance.
- (1) Within ten (10) business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
 - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under this Agreement.
- (H) Other Contractors or Vendors.
- (1) Other contractors or vendors that may be contracted by Contractor with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular agreement.
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- (I) Policies. Except with respect to workers' compensation and employer's liability coverages, the City must be named and properly endorsed as additional insureds on all liability policies required by this section.
- (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and acceptable to all parties.

7.2 Sub-contractors.

- (A) Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- (B) City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- (C) Contractor and Sub-contractors must provide to the City proof of Required Insurance whenever requested.

7.3 Indemnification.

- (A) To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- (B) This indemnity and hold harmless policy applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.
- (C) Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

7.4 Waiver of Subrogation. Contractor waives, and will require any Subcontractor to waive, all rights of subrogation against the City to the extent of all losses or damages covered by any policy of insurance.

- 8. E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Contractor warrant their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.
- 9. Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.
- 10. Non-Discrimination Policies.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, religion, color sex or national origin. Contractor must develop, implement and maintain non-discrimination policies and post the policies in conspicuous places visible to employees and applicants for employment. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section.
- 11. Notices.**
- 11.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
- (A) The Notice is in writing, and
 - (B) Delivered in person or by private express overnight delivery service (delivery charges prepaid), certified or registered mail (return receipt requested).
 - (C) Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier on or before 5:00 p.m.; or

- (2) As of the next business day after receipt, if received after 5:00 p.m.
- (D) The burden of proof of the place and time of delivery is upon the Party giving the Notice.
- (E) Digitalized signatures and copies of signatures will have the same effect as original signatures.

11.2 Representatives.

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

Viasun Corporation
 Attn: Rolando Perez
 731 North 19th Avenue
 Phoenix, Arizona 85009

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

City of Glendale
 Attn: Sharletha Johnson
 5850 West Glendale Avenue
 Glendale, Arizona 85301

With required copies to:

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

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

- (C) Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be considered to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

- (D) Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

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

13. Entire Agreement; Survival; Counterparts; Signatures.

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

- (A) Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- (B) Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

- (C) Any solicitation, addendums and responses submitted by the Contractor are incorporated fully into this Agreement as Exhibit A. Any inconsistency between Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

13.2 Interpretation.

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

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

13.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval.

13.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

13.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.

13.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

14. Dispute Resolution. Each claim, controversy and dispute ("Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

15. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Compensation
Exhibit C	Dispute Resolution

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

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

Viasun Corporation,
an Arizona corporation

By:
Its:

WOMEN-OWNED/MINORITY BUSINESS YES NO
CITY OF GLENDALE TRANSACTION PRIVILEGE TAX NO. _____
FEDERAL TAXPAYER IDENTIFICATION NO. _____

**EXHIBIT A
CONSTRUCTION AGREEMENT**

PROJECT

Construction of a slurry seal application, striping, ancillary concrete repairs (if necessary) and additional items necessary for completion at various locations within the City of Glendale.

**EXHIBIT B
CONSTRUCTION AGREEMENT**

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

By bid, including all services, materials and costs.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$1,958,963.10.

DETAILED PROJECT COMPENSATION

As shown in detail on the Bid Schedule.

EXHIBIT C
CONSTRUCTION AGREEMENT

DISPUTE RESOLUTION

1. Disputes.

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

2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within thirty (30) days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
 - (A) The parties will exercise best efforts to select an arbitrator within five (5) business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - (B) The arbitrator selected must be an attorney with at least fifteen (15) years experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least ten (10) years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 Hearing. The arbitration hearing will be held within ninety (90) days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
- 2.5 Final Decision. The Arbitrator's decision should be rendered within (fifteen) 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.

4. **Exceptions.**

- 4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.
- 4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
- 4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

BID TABULATION

PROJECT# 151630 - FY 2016/2017 PMP SLURRY SEAL

OPENED AT THE CITY OF GLENDALE, ENGINEERING DEPARTMENT
5850 W. GLENDALE AVENUE, 3RD FLOOR

DATE: July 7, 2016 - 10:00 a.m.

CONTRACTOR	BID BOND/ CHECK	ACKNOWLEDGE ADDENDUMS 1 & 2	BASE BID TOTAL
VIASUN CORPORATION	BB	YES	\$1,958,963.10
SOUTHWEST SLURRY SEAL, INC.	BB	YES	\$2,181,732.00



Legislation Description

File #: 16-412, **Version:** 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH ENNIS PAINT, INC., DOING BUSINESS AS ENNIS-FLINT, FOR WATERBORNE FAST DRY TRAFFIC PAINT

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Linking Agreement with Ennis Paint, Inc., doing business as Ennis-Flint, for the purchase of waterborne fast dry traffic paint to be used for striping on city streets in an amount not to exceed \$85,000 for the entire term of the Agreement. The term of the Agreement is effective until October 27, 2016.

Background

The Agreement with Ennis-Flint will be used for the purchase of waterborne fast dry traffic paint to be used for striping on city streets.

Ennis-Flint was awarded a bid by the State of Arizona for the purchase of goods and services described in the Waterborne Fast Dry Traffic Paint Contract. Staff is requesting to utilize State of Arizona Cooperative Purchase Agreement in which Glendale is a member. Contract No. ADSP013-036207 was awarded on June 9, 2011 and is effective through October 27, 2016.

Cooperative purchasing allows counties, municipalities, schools, colleges and universities in Arizona to use a contract that was competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts, and provides the opportunity to take advantage of volume pricing. The Glendale City Code authorizes cooperative purchases when the solicitation process utilized complies with the intent of Glendale's procurement processes. This cooperative purchase is compliant with Chapter 2, Article V, Division 2, Section 2-149 of the Glendale City Code, per review by Materials Management outcome.

Analysis

The Transportation Division is responsible for maintaining 253 miles of striped arterial and collector roadways within the City of Glendale. The purchase of this waterborne fast drying traffic paint would allow staff to repaint approximately half of these roadways.

Community Benefit/Public Involvement

Proper maintenance of city streets and highways provide for a safe transportation environment for travelers.

Cooperative purchasing typically produces the lowest possible volume prices and allows for the most effective use of available funding. The bids are publicly advertised and all Arizona firms have an opportunity to participate.

Budget and Financial Impacts

Funding is available in the Fiscal Year 2016-17 Signs and Markings and Glendale Onboard Signs and Markings Operating Budgets. Expenditures with Ennis-Flint are not to exceed \$85,000 over the entire term of the Agreement.

Cost	Fund-Department-Account
\$65,000	1340-16820-524400, Signs and Markings Operating Budget
\$20,000	1660-16620-524400, GO Signs and Markings Operating Budget

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ENNIS PAINT, INC. DBA ENNIS-FLINT**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this day of , 20 , between the City of Glendale, an Arizona municipal corporation (the "City"), and Ennis Paint, Inc., a North Carolina corporation dba Ennis-Flint ("Contractor"), collectively, the "Parties."

RECITALS

- A. On June 9, 2011, under the Arizona State Cooperative Purchasing Agreement, the State of Arizona entered into a contract with Contractor to purchase the goods and services described in the Waterborne Fast Dry Traffic Paint Contract, Contract No. ADSP013-036207 ("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 the 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 June 9, 2011, until the date the contract expires on October 27, 2016, 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 October 27, 2016. The period of this Agreement is the period from the Effective Date of this Agreement until October 27, 2016.

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 eighty-five thousand dollars (\$85,000) 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 Israel Boycott. The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

9. A.M.

8. 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 Greg Wheeler
Traffic Engineering Supervisor
6210 West Myrtle Avenue, #111
Glendale, Arizona 85301
623-930-2950

and

Ennis-Flint
c/o Scott Seeley, Vice President
115 Todd Court
Thomasville, NC 27360
336-308-3769

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

Ennis-Flint,
a North Carolina corporation

By: _____
Kevin Phelps
City Manager

By: 
Name: Scott Seeley
Title: Vice President

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
ENNIS PAINT, INC. DBA ENNIS-FLINT**

EXHIBIT A

Waterborne Fast Dry Traffic Paint Contract, Contract No. ADSP013-036207



Master Blanket Purchase Order ADSP013-036207

Header Information

Purchase Order Number:	ADSP013-036207	Release Number:	0	Short Description:	Waterborne Fast Dry Traffic Paint
Status:	3PS - Sent	Purchaser:	Michael Fleming	Receipt Method:	Quantity
Fiscal Year:	2013	PO Type:	Blanket	Minor Status:	
Organization:	State of Arizona	Location:	SPO - State Procurement Office	Type Code:	Statewide
Department:	ADSP0 - State Procurement Office	Entered Date:	11/16/2012 01:30:30 PM	Control Code:	
Alternate ID:	ADOT11-006021	Retainage %:	0.00%	Discount %:	0.00%
Days ARO:	0	Release Type:	Direct Release	Pcard Enabled:	Yes
Print Dest Detail:	If Different	Tax Rate:		Actual Cost:	\$0.00
Catalog ID:					
Contact Instructions:	Michael Fleming 602-542-2090 michael.fleming@azdoa.gov				

Master Blanket/Contract End Date (Maximum): 06/08/2016 11:59:59 PM

(see page 2)

Project No.:
Building Code:
Cost Code:
Special Purchase Types:
PIJ NUMBER:
Coop Spend To Date:
Commodity Reference Id:
PO External Doc Type:

Agency Attachments:

[PO Terms & Conditions - OLD Solicitation ADOT11-00000407.zip](#) [Contract ADSP013-036207.zip](#) [Ennis Paint COI - Expires 11.1.14.pdf](#) [ADSP013-036207 - Change Order No. 2 Summary.pdf](#) [ADSP013-036207 - Change Order No. 3 Summary.pdf](#) [Ennis Paint COI - Expires 11.1.15.pdf](#) [Change Order Summary 4 - Contact Change.doc](#) [COI Change Order No 5 - Expires 11.1.2016.doc](#) [COI Expires 11.1.2016.pdf](#) [CI](#)

Vendor Attachments:

Agency Attachment Forms:

Vendor Attachment Forms:

Primary Vendor Information & PO Terms

Vendor: [000008368 - ENNIS PAINT INC](#)
 Jessica Townsend
 115 Todd Court
 Thomasville, NC 27360
 US
 Email: contracts@ennisflint.com
 Phone: (336)308-3768
 FAX: (336)475-7900

Payment Terms: Net 30
Shipping Method: Best Way
Shipping Terms: F.O.B., Destination
Freight Terms: Freight Prepaid

PO Acknowledgements:

Document	Notifications	Acknowledged Date/Time
Purchase Order	Emailed to kliska@ennistrafic.com at 11/19/2012 02:36:17 PM	
Change Order 1	Emailed to kliska@ennistrafic.com at 04/15/2013 01:13:15 PM	05/09/2013 07:26:36 AM

Master Blanket/Contract Vendor Distributor List

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
000008368	PZ000008368	ENNIS PAINT INC	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 06/09/2011
Master Blanket/Contract End Date: 10/27/2016
Cooperative Purchasing Allowed: Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	\$0.00	\$1,670,911.70	\$0.00

Item Information

1-5 of 60
[1](#) [2](#) [3](#) [4](#) [5](#) [6](#) [7](#) [8](#) [9](#) [10](#)

Print Sequence # 1.0, Item # 1: PREMIUM GRADE WATERBORNE FAST DRY TRAFFIC PAINT (FORMULATION I A& WHITE), 5 GALLON BUCKET 3PS - Sent

NIGP Code: 630-66
 Paints, Traffic

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$56.40	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: _____ Brand: _____ Model: _____
 Make: _____ Packaging: _____
 Project No.: _____

Building Code:
 Cost Code:
 Property Number:

Print Sequence # 2.0, Item # 2: PREMIUM GRADE WATERBORNE FAST DRY TRAFFIC PAINT (FORMULATION I \hat{A} ₂ WHITE), 55 GALLON DRUM 3PS - Sent

NIGP Code: 630-66
 Paints, Traffic

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$591.80	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: Brand: Model:
 Make: Packaging:
 Project No.:
 Building Code:
 Cost Code:
 Property Number:

Print Sequence # 3.0, Item # 3: PREMIUM GRADE WATERBORNE FAST DRY TRAFFIC PAINT (FORMULATION I \hat{A} ₂ WHITE), 250 GALLON TOTE 3PS - Sent

NIGP Code: 630-66
 Paints, Traffic

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$2,605.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: Brand: Model:
 Make: Packaging:
 Project No.:
 Building Code:
 Cost Code:
 Property Number:

Print Sequence # 4.0, Item # 4: PREMIUM GRADE WATERBORNE FAST DRY TRAFFIC PAINT (FORMULATION I \hat{A} ₂ WHITE), 345 GALLON TOTE 3PS - Sent

NIGP Code: 630-66
 Paints, Traffic

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$3,594.90	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: Brand: Model:
 Make: Packaging:
 Project No.:
 Building Code:

Cost Code:
 Property Number:

Print Sequence # 5.0, Item # 5: PREMIUM GRADE WATERBORNE FAST DRY TRAFFIC PAINT (FORMULATION I A, YELLOW), 5 GALLON BUCKET 3PS - Sent

NIGP Code: 630-66
 Paints, Traffic

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$56.90	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: Brand: Model:
 Make: Packaging:
 Project No.:
 Building Code:
 Cost Code:
 Property Number:

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1 2 3 4 5 6 7 8 9 10

Exit

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**ATTACHMENT 1
OFFER AND CONTRACT AWARD**



ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 West Jackson Street, Suite A, Mail Drop 100P
Phoenix, Arizona 85007-3276
Phone: (602) 712-7211



SOLICITATION NO. ADOT11-00000407

Submit this form with an original signature to the Department

OFFER

TO THE STATE OF ARIZONA:

The bidder hereby offers and agrees to perform in compliance with all terms, conditions, specifications and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

Arizona State Transaction Privilege Tax License Number

No.: 20584370

Federal Employer Identification

No.: 752657523

Ennis Paint, Inc.

Offeror's (Company) Name

1509 S. Kaufman

Address

Ennis Texas 75119
City State Zip

800-331-8118

Phone

800-555-0217

Facsimile

For clarification of this offer, contact:

Dane Alsabrook

Printed Name

dane@ennistraffic.com

Email Address

contracts@ennistraffic.com

Company Email Address

Dane Alsabrook
Signature of Person Authorized to Sign Offer

Dane Alsabrook

Printed Name

4-22-11

Date

Assistant Vice President

Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (FOR STATE OF ARIZONA USE ONLY)

Your bid is hereby accepted.

The contractor is now bound to perform based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the contractor's bid as accepted by the state.

This contract shall henceforth be referred to as Contract No. ADOT11-006021

Traffic Paint, Various Formulations of Fast-Dry

The contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until contractor receives a purchase order document.

State of Arizona

Effective this 9th day of June, 2011

Gary T. Henry

As Procurement Officer and not personally

5/13/11
Awarded Date

SECTION 1 SPECIFICATIONS

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
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SOLICITATION NO. ADOT11-00000407

1. PURPOSE

Pursuant to the Arizona Procurement Code, A.R.S. §41-2501 et seq., the State of Arizona Department of Transportation (ADOT) in conjunction with its political subdivisions here into referred to as the Department, has a requirement for a term contract to purchase containers of various formulations of fast dry resin traffic marking paint.

The Department anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired. ADOT's annual usage of white paint is estimated at 190,000 gallons and yellow paint is estimated at 121,000 gallons. The quantities given here are based on ADOT's past usage. ADOT reserves the right to increase or decrease these amounts as circumstances may require.

2. GENERAL REQUIREMENTS

The traffic paint shall be specifically designed and manufactured for the purposes specified herein. The Contractor shall have specific knowledge and experience in the areas related to traffic paints and the corresponding use of drop-on glass beads in this type of pavement marking material.

Formulation fast dry resin traffic paint, as specified herein, is defined as a paint that is carefully designed to achieve the needed performance at a variety of single coat application thicknesses, not only in field performance (UV stable, color, durability and retroreflectivity), but in ease of use (stability, proper viscosity, good sprayability). The paint shall use the specified fast dry traffic paint resin technologies along with compatible pigment and additive technologies that allow the formulation to achieve consistent performance under a variety of application considerations batch after batch. All items shall be manufactured in such a manner that they are consistent in formulation, function, performance and color.

3. TRAFFIC PAINT ITEMS:

<u>Item</u>	<u>Description</u>
1	Premium Waterborne Fast Dry Traffic Paint (Formulation I) - White
2	Premium Waterborne Fast Dry Traffic Paint (Formulation I) - Yellow
3	Premium Waterborne Fast Dry Traffic Paint (Formulation II) - White
4	Premium Waterborne Fast Dry Traffic Paint (Formulation II) - Yellow
5	Premium Blended Grade Waterborne Fast Dry Traffic Paint (Formulation III) - White
6	Premium Blended Grade Waterborne Fast Dry Traffic Paint (Formulation III) - Yellow
7	Medium Grade Waterborne Fast Dry Traffic Paint (Formulation IV) - White
8	Medium Grade Waterborne Fast Dry Traffic Paint (Formulation IV) - Yellow
9	Medium Grade Waterborne Fast Dry Traffic Paint (Formulation V) - White
10	Medium Grade Waterborne Fast Dry Traffic Paint (Formulation V) - Yellow
11	Economy Grade Waterborne Fast Dry Traffic Paint (Formulation VI) - White
12	Economy Grade Waterborne Fast Dry Traffic Paint (Formulation VI) - Yellow
13	Economy Grade Waterborne Fast Dry Traffic Paint (Formulation VII) - White
14	Economy Grade Waterborne Fast Dry Traffic Paint (Formulation VII) - Yellow
15	Fast Dry Traffic Paint (Formulation IV, V, VI or VII) - Black

Formulation I shall feature Rohm and Hass Company Rhoplex Fastrack HD-21A resin technology.

Formulation II shall feature the Dow Chemical UCAR Latex DT 400 resin technology.

Formulation III shall be based on a technology or technologies to be determined by the Contractor and can be an alternative formulation utilizing a blend of resin technologies or a variation on the HD-21A or DT 400 formulations (e.g. like a reduced or no methanol formulation, different pigment loading or other significant formulation variation).

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Formulation IV shall feature Rohm and Hass Company Rhoplex Fastrack 3427 resin technology.

Formulation V shall feature the Dow Chemical UCAR Latex DT 300NA resin technology.

Formulation VI shall feature Rohm and Hass Company Rhoplex Fastrack 2706 resin technology.

Formulation VII shall feature the Dow Chemical UCAR Latex DT 211NA resin technology.

4. MATERIAL REQUIREMENTS:

Basic Characteristics: The waterborne (or water based) fast dry resin traffic paint materials shall be a pre-mixed, one component, lead-free, heavy metal-free, low volatile organic compound (less than 150 grams per liter of VOC) paint that is specifically compounded to be sprayed to pavement surfaces via a spray application method. The products shall not contain any mercury, toluene chlorinated solvents, hydrolyzable chlorine derivatives, ethylene based glycol ethers and their acetates, nor carcinogen as defined in 29-CFR 1910/1200.

The paint shall be designed to be applied at a variety of film (or coat) thicknesses and new and restripe applications and still achieve adequate or better visual and durability performance. At a 15 wet mils application under traffic with an application of 8 to 10 pounds of glass beads per gallon the paint shall have a target durability of at least twelve (12) months. Additionally, the paint shall be designed to be applied at thicker wet films (exception formulations VI and VIII), 15 to 25 wet mils (+/- 5 mils) with the same bead rate and achieve a longer than 24 month durability. The paint shall also be designed to be re-coatable. The formulations shall be primarily designed for an airless spray system with either a single or double paint gun arrangement. The paint shall be suitable for long line (e.g. lane lines, edge lines, gore lines, storage lines) and short line (stop lines, crosswalk lines, legends and symbols).

The paints shall be such that they can achieve the required coverage (e.g. width of line) and wet thickness at application speeds up to 10 miles per hour with one paint application spray gun. With a two paint application spray gun arrangement (one followed by another) the material shall be able to achieve the same performance at 16 mph. This application speed is necessary to maintain traffic. With glass beads applied, this material, upon drying shall produce an adherent reflectorized marking capable of resisting the mechanical and weather wearing elements presented by urban and rural roadway environments in Arizona.

The paint shall conform to all of the applicable federal (Environmental Protection Agency, Federal Highway Administration and Occupational Safety and Health Administration), State (Department of Environmental Quality) and local (county) regulations. The applicable local regulations for the State will be those produced by Maricopa County Environmental Services Department (602/506-5010) which are entitled Maricopa County Air Pollution Control Regulations (e.g. Rule 200). At no time shall these paints materials exude fumes which are toxic or injurious to persons or equipment. The Yellow Lead-Free formulations shall use lead free pigments that conform to the requirements of federal specification TT-P-1952D.

All colors shall meet the applicable Federal Highway Administration (FHWA) color for daytime and nighttime (retroreflective) requirements for pavement markings.

All solid paint components shall be well ground and uniformly dispersed in the paint solution. The paint solution shall not cake or thicken in the container, and shall not become granular or curdled within the specified storage time. Upon delivery and when stored in sealed delivery containers, under normal above freezing temperatures up to a 12 month period, the paint shall show no evidence of excessive settling, gelling, skinning, caking, spoilage, or livering. Any settlement of solids in the paint shall result in a thoroughly wetted soft mass that can be easily and successfully remixed into proper solution via the Department's tote to paint truck paint transfer process or for the smaller containers (1, 5 and 55 gallon) with some form of physical agitation. Upon the paint transfer process or mixing, the paint shall regain a smooth uniform product of the proper consistency. If the paint cannot be mixed back to a uniform totally sprayable liquid state then it shall be considered unfit. The paints shall be able to be pump transferred from a 250 or 345 gallon tote to a paint truck in 20 minutes or less.

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The traffic paints shall be fully compatible and suitable to be placed on newly laid asphaltic pavement surface, micro-sealed surfaces, chip-sealed surfaces, portland cement concrete surfaces and surfaces that have been previously striped with paint, thermoplastic or epoxy pavement marking materials.

The paints, under normal weather conditions (a warm clear sunny day), shall dry to no-track conditions in less than 90 seconds when applied at a thickness of 15 wet mils with 8 pounds of beads per gallon.

The paint shall be capable of being heated and spray applied up to a temperature of 120 degrees F without damaging the formulation or serviceability of the material or the traffic striping equipment from which it is being applied. The 120 degree F limit given here is intended to provide a safety margin against overheating. The paint shall not be damaged or deteriorate when reheated or if held under heated pressure conditions for six hours.

All white and yellow paints shall be able to provide proper anchorage and refraction for single coated and double coated Departmental standard gradation (per the Department's Standard Specification Subsection 708-2.02), American Association of State Highway and Transportation Officials (AASHTO) M247 Type I gradation, modified AASTHO Type I gradation or bigger beads FP-92 Type 3 gradation when applied at a rate of 8 to 10 pounds per gallon.

After proper application and sufficient drying time, the markings produced utilizing the paints supplied shall show no appreciable deformation or discoloration under local traffic conditions with road surface temperatures ranging from -10 degrees to +200 degrees F.

5. COMPOSITIONAL REQUIREMENTS:

General : The exact composition of the paint shall be determined by the contractor within the applicable requirements of this specification. It will be the contractor's responsibility to produce a pigmented waterborne low VOC fast dry traffic paint containing all the necessary resin, solvents, dispersants, wetting agents, preservatives and all other additives, so that the paint shall retain its viscosity, stability and all other necessary properties so that it can be properly applied in the field and achieve the intended function and rated durability.

It is the responsibility of the Contractor to formulate and make their paint in a manner which is consistent with the recommendations of their raw material suppliers. If problems are encountered and satisfactory action is not being taken by the contractor to correct the problems, the Department reserves the right to directly contact the contractor's raw material suppliers to determine if the paint formulation and making recommendations are being followed for the paint in question.

Quantitative Requirements:

(a) Resin Type & Content, Total Solids & Non-Volatile Vehicle Content: The offered paints shall have resin types and concentrations:

Paint formulation I shall be 100% Rohm & Haas Company Rhoplex Fastrack HD-21A.

Formulation II shall be 100% Dow Chemical UCAR Latex DT-400.

Formulation III can be blend of fast dry paint technologies as determined by the contractor or can be an alternative formulation utilizing either HD-21A, DT-400 or some other combination of at least one of these brand name resins.

Formulation IV shall be 100% Rohm & Haas Company Rhoplex Fastrack 3427

Formulation V shall be 100% Dow Chemical UCAR Latex DT-300NA

Formulation VI shall be 100% Rohm & Haas Company Rhoplex Fastrack 2706

Formulation VII shall be 100% Dow Chemical UCAR Latex DT-211NA

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The exact method to determine the presence and content (or concentration) of the resin system shall be as recommended by the resin supplier. The Department reserves the right to have paint samples tested by the resin supplier to verify that this requirement is being met.

The total solids (or non-volatile) and non-volatile vehicle content, as expressed as percentage by weight or volume of the paint formulation, shall be designed by the contractor to achieve the specified function and durability performance, given certain minimums. The minimum total solids (or non-volatile) content of the paint formulation, percent by weight of paint, as determined by American Society for Testing and Materials (ASTM) D 2369, is to be as follows:

Total Solids: 77%

Non-Volatile Vehicle (NVV): 41%

The allowable variation from the number identified here shall be two percent (+/- 2%).

Variations for formulations IV thru VII can be +/- 4%.

(b) Viscosity: The viscosity as determined in Krieb units (ku) at 77 F degrees (+/- 3 F degrees) per ASTM D 562 shall be if the following range as long as no other function (e.g. sprayability) is adversely impacted: 85 to 95 ku.

The drying time of the paint formulation shall be defined as the minimum elapsed time, after application, when the paint shall have and shall retain the characteristics required herein and after which normal traffic will leave no impression or imprint on the newly applied stripes or markings. There are a number of tests that define dry time requirements, they are:

(1) No-Track Dry Time - The no-track time, for the paint when it is applied at 15 wet mils with eight pounds of glass beads under standard weather conditions (77 degrees F plus, less than 50% humidity, clear/partly cloudy and normal air flow) is to be 90 seconds or less. Two methods can be used to determine the no-track time:

Method 1 - The no-track dry time shall be the time required for the applied paint line to withstand the running of a passenger type vehicle over the line at a speed of 40 mph without tracking as detected by an observer from a distance of fifty (50) feet.

Method 2 - Utilize the Department's simulated tire imprint test as defined later in this specification. Using this test, the paint shall leave an imprint that is rated "some" or "near none" after 90 seconds.

(2) Dry Time - The maximum paint dry time, at an applied thickness of 15 wet mils with no beads, to no pick as determined by ASTM D 711, for the paints shall be 10 minutes or less.

(3) Dry through Time - The maximum dry through time, as determined by ASTM D 1640 (except no thumb pressure is used when thumb is rotated 90 degrees on paint film), for the fast dry paints shall be 20 minutes or less.

(4) Dry Through/Early Washout - The same test method is to be used as per the "Dry through Time" except the test will be run at 72 degrees F (+/- 3 degrees) at a relative humidity of 90 % (+/- 3%). A 15 wet mil application of paint is to dry within 130 minutes or less.

(c) Weight per Gallon or Density: The weight per gallon of paint in pounds shall be determined per ASTM D 1475 at a temperature of 77 degrees F (+/- 3 F degrees). The weight ranges for formulations I through III per color are:

Yellow: 13.4 to 14 pounds per gallon

White: 13.7 to 14.3 pounds per gallon

The weight/range for formulations IV through VII is to be specified at the time of offer.

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(d) **Pigment Content:** The minimum pigment content, percent by weight, as determined by ASTM D 3727, shall be 60% by weight +/- 2% for the white. The load and/or allowable tolerance can be increased if justified by the contractor for that formulation and approved by the Department. The actual amount of pigment above the requirement minimum used shall be as required to achieve the required appearance, dry times, hide color, durability and retroreflectivity.

The pigment composition shall not contain mercury, lead or hexavalent chromium or any other known heavy metal or component that is know to be hazardous.

(e) **Dry Opacity (Contrast Ratio):** The Dry opacity for the paint will be determined using a black-white Leneta Chart, Form 2C Opacity and a Photovolt 577 Reflectance meter or equal. Using a gap doctor blade a 5 mil film of paint shall be drawn that will cover both black and white portions of the chart. The film shall be allowed to dry 24 hours. After calibrating the reflectance meter according to the manufacturer's instructions, the reflectance will be measured over the white and black portions with the green Tristimulus filter. The dry opacity is calculated as follows:

Reflectance over black/reflectance over white = dry opacity.

The minimum dry opacity for the white shall be 92 and 90 for the yellow.

(f) **Color & Reflectance:** The "daytime" white color shall closely match Federal Test Standard Number 595, color chip no. 17886 and/or per the latest FHWA requirements. The "daytime" yellow color shall closely match Federal Test Standard Number 595, color chip no. 33538 and/or per the latest FHWA requirements. The color will be checked visually and per the equivalent colorimetry.

The "daylight" reflectance (or luminance Factor Y) at 0 degrees – 45 degrees for both the white and yellow paint (per a lab test without beads) will be determined using a 15 mil draw down film sample. The same white sample used to determine the yellowness index as herein specified can also be used for this test. The reflectance for the white paint shall be a minimum of 84. The reflectance for the yellow paint can range from 45 to 58.

The color and reflectance requirements will be determined using a Hunter Laminiscan Spectro-Colormeter or equal in accordance with the requirements of ASTM E 1349 using CIE 1931 2 degree standard observer and CIE standard illuminate D65.

Conformance to the FHWA required nighttime (retroreflective color) shall be verified and tested per a method to be determined by the contractor. The sample tested shall be a 15 wet mils thick draw down with 8 pounds of AASHTO type I glass beads.

(g) **pH:** The actual pH of the formulation shall be per the applicable requirements of the resin supplier and what the contractor has found to work. Typically, the pH should not be any lower than 10.0. However, certain paint formulations have had pH's as low as 9.6. The pH shall be determined per ASTM E 70. The range of acceptable pH shall be set by the contractor based on the recommendations of the resin supplier. When tested, the pH shall fall within that allowable range that has been identified.

(h) **Fineness of Dispersion:** The fineness of dispersion of the paint shall be as required to maintain the suspension of the solids, make the material functional with the application method and result in the desired finish. The fineness of dispersion is to be per HEGMAN as determine per ASTM D 1210 is to be a minimum of 3.0.

(i) **Volatile Organic Compounds (VOCs):** The maximum volatile organic compounds (VOC) in grams per liter (g/l) of any paint, as determined by ASTM D 3960 (7.1.2), shall be no more than 150.

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(j) **Flash Point:** The minimum flash point for the waterborne paints shall be 100 degrees F as determined by ASTM D 93 method A.

(k) **Retroreflectance and Glass Bead Compatibility:** The white and yellow paint materials when applied on the roadway at 12 to 15 wet mils with a minimum drop-on glass bead application rate of 8 to 12 pounds per gallon of either AASHTO M247 Type I or FP-92 Type III beads with a dual moisture proof/adhesion coating shall have the following minimum retroreflectance values as measured by a portable retroreflectometer within zero to 30 days after application:

Paint Color	Retroreflectance Millicandelas	
White	180 for AASHTO Type 1 Beads	250 for FP-92 Type 3 Beads
Yellow	125 for AASHTO Type 1 Beads	150 for FP-92 Type 3 Beads

The Department's standard gradation beads are per Section 708 - PERMANENT PAVEMENT MARKINGS, Subsection 708-2.02 Reflective Glass Beads (Spheres). The AASHTO glass bead gradations are per American Association of State Highway and Transportation Officials (AASHTO) Standard Specifications for Transportation Materials and Methods of Sampling and Testing, Standard Specification for Glass Beads Used in Traffic Paint, AASHTO Designation: M 247.

(l) **Yellowness Index:** The yellowness index for the white paint will be determined as described for dry opacity, only a 15 mil gap proctor blade will be used to draw down the paint. After drying 24 hours, the paint film's reflectance will be measured using the green and amber Tristimulus filters. The yellow index is then calculated as follows:

$$\text{Yellowness index} = (\text{amber} - \text{blue}) / \text{green} \times 100$$

Yellowness index for the white paints shall be a maximum of 10.

(m) **Static Heat Stability:** The static heat stability for the paint will be determined as follows: A one pint sample of the paint in a sealed can is to be placed in a heated air circulation oven at 120 degrees F +/- 1 degrees F for a period of one week. The sample is then to be removed from the oven and the viscosity checked in Krieb units at 77 degrees F +/- 1 degree F according to ASTM D 562. The measured viscosity shall be in the range from 68 to 95.

(n) **Heat-Shear Stability:** The heat-shear stability for the paint shall be determined as follows: A one pint sample of the paint shall be sheared at a high speed in a Waring blender that is heated to a temperature of 120 degrees F. The blender's lid shall be sealed to minimize the loss of volatiles. When the sample of paint reaches 120 degrees F, the blender shall be stopped and the paint poured immediately into a sample can and covered. The sample is to be cooled overnight and then examined for jelling or other signs of instability. The viscosity of the sheared sample is to be measured according to ASTM D-562 in Krieb Units at 77 degrees F (+/- 1 degree F). The measured viscosity shall be in the range of 68 to 95. If not at the upper limit, run total solids on the sheared paint and adjust solids by adding water to reach the original solids content. If the solids content required adjustment, again check the viscosity of the paint, the viscosity must be in the range of 68 to 95.

(o) **Scrub Resistance:** The scrub resistance will be determined according to ASTM D 2486. An appropriate proctor blade is to be used to obtain a dry film thickness of 3 to 4 mils. The sample shall be cured for 24 hours. The scrub test shall be performed at 77 degrees F (+/- 1 degrees F) at 50% (+/- 5%) humidity. The sample shall withstand a minimum of 800 cycles.

**SECTION 1
SPECIFICATIONS**

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(p) Freeze-Thaw Properties: The paint viscosity or consistency shall not change significantly when the paint is tested for resistance to three (3) cycles of freeze-thaw according to ASTM D 2243. The freeze-thaw property requirement can be reduced or eliminated as a possible formulation III variation. Such a variation needs to be clearly identified and justified by the contractor, based on this the Department will approve or disapprove this variation. The Department may require containers whose paint does not have a specific freeze-thaw treatment (additive) to have special brightly colored warning labels. Note: the Department does have some areas where paint is stored at an elevation of 5,000 feet or more.

(q) Vehicle/Pigment Composition: The paint vehicle composition determined by an infrared spectra test that is conducted per ASTM D 2621, shall not vary.

(r) Field Testing Procedure: If a field evaluation is done, it will be done under the following range of conditions:

Air Temperature: 64 degrees F to 85 degrees F
Surface Temperature: 75 degrees F to 125 degrees F
Conditions: Clear to cloudy
Wind Speed: 0 to 15 miles per hour
Relative Humidity: 10% to 34%
Paint Heated Temperature: 110 degrees F
Bead Application Rate: 8 pounds per gallon
Bead Type: AASHTO Type I with dual adhesion and moisture proof coating
Application Speed: Under 10 miles per hour
Nominal Wet Thickness: 15 mils
Line Width: 6 inches
Time of Applications: 9 am to 4 pm
Paint Containers: 55 gallon Drums

When applied with an air atomized or airless long line paint truck on an asphaltic pavement surface the paint shall be evaluated based on the following criteria:

No-Track Time - The paint shall have a rating of "near none" to "some" per the Department's simulated tire imprint test. The imprint test is to be conducted as follows: (1) Wait 90 seconds after a paint line is installed, (2) Place marking paper over line (cloth or 15 mil roofing material), (3) Place foot into modified tire and rock it back and forth over the applied paint line five times, (4) Observe paint imprint or residue left on cloth or roofing material & (5) Residue is to be based on the following scale: "None," "Near None," "Some" or "A lot."

Ease of Use - The general ability of the paint to be sprayed from an airless or air atomized highway painting system and still maintains a good even line of uniform thickness. The paint shall have a "good" or "very good" rating.

Build-Up - Based on the test, the amount of build-up in the paint gun cup is to be "none" to "moderate."

Workability - The paint, upon the first opening of the container, shall be easily pumpable and be free of any clumps and skins that would interfere with its use. The paint shall not have any evidence of significant separation. Some separation is allowable if it is readily re-mixed and does not infer with the pump transfer. The entire 55 gallon drum of paint shall be able to be pumped into the on-board storage tank within seven minutes or less.

Durability - At the end of 18 months the paint shall have an acceptable retroreflective appearance (as observed at night and as measured) with an acceptable subjective durability, bead retention, color and daytime appearance rating.

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6. BRAND NAME OR EQUAL

There are currently a number of resin and pigment products that have been determined, through evaluation and/or testing, to be equivalent to the requirements of these specifications. The listing of these brands is not intended to limit or restrict competition. Rather, it is to set the standard quality, design, performance and characteristics of the products herein specified.

A listing of the resin and pigment products which appear to be compatible to the requirements are as follows:

(1) **Suitable Fast Dry Paint Resins:**

Rohm and Haas Rhoplex Fastrack HD-21A,
Dow Chemical DT 400NA
Rohm and Haas Rhoplex Fastrack 3427
Dow Chemical DT 300NA
Rohm and Haas Rhoplex Fastrack 2706
Dow Chemical DT 211NA

Or equivalent fast dry traffic paint resin product that can be proven to match the function and performance of the listed products.

(2) **Suitable White Pigments:**

Dupont - TiPure 900

Or equivalent white pigment product suitable for use in a traffic paint and long term outdoor exposure without a loss in needed function and performance.

(3) **Suitable No Lead Yellow Pigments:**

Dominion Color Corporation - DCC117 Organic Yellow,
Clariant/Lansco Organic Yellow,
Englehard - Organic Yellow

Or equivalent yellow pigment products suitable for use in a traffic paint and long term outdoor exposure without a loss in needed function and performance.

Non-listed materials will be considered if sufficient evidence (e.g. results from other pavement marking application and performance field tests), technical information and assurances (a history of good product performance and user satisfaction) is given that assures the Department that those materials are capable of achieving the same or better performance than those listed. Additionally, the Department may request samples of non-listed products to conduct lab and field tests. It is important to note that the listed products are in no-way relieved of any requirement stated herein.

7. CONTAINERS

All re-useable containers (drums and totes) shall be the property of the contractor or the contractor's supplier.

All paint containers shall be capable of withstanding normal shipping and handling without damage or loss of function. All containers shall be airtight and shipped in such a manner that they do not skin or degrade in some other fashion while in transit or when stored. Placing a small quantity of compatible liquid on top of the paint in the container is acceptable, if that layer does not adversely affect the performance of the paint. If a layer of liquid is used, it shall not be counted as a part of the required volume of paint. The contractor shall take appropriate measures to ensure that all containers are filled with the specified volume of paint. All containers shall be easily resealable so to ensure an air tight seal that protects the paint from drying as much as possible. The contractor agrees to warranty the performance of all containers by replacing any damaged paint, without cost to the Department; that occurs because of defective containers or in container preservation methods.

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Re-useable containers that are dented and affects the available volume shall be repaired or retired. Containers shall be cleaned after they are return to the contractor so sufficient room inside the container is maintained for the specified volume of paint. Cleaned containers shall have little or no build-up of dried paint on the inside. If plastic disposable liners are used they shall be secured in such a fashion that they do not interfere with the Department's container to truck pump transfer procedures. The liners shall be secured in such a fashion that allows the paint to be removed completely from the container. The contractor is responsible for the disposal of any liner used in a tote. If liners are used then the weight of the liner and the container shall be indicated separately. The Department reserves the right to prohibit the use of liners if they are found to interfere with the container to truck pump process, are prone to tear/rupture or result in a significant waste of paint. A significant loss of paint caused by defective liner(s) may be back charged to the contractor.

It is the responsibility of the contractor to manage all re-useable containers (totes and drums). All totes are to have a unique inventory number. The contractor shall maintain an inventory control system that enables totes to be tracked as to its location and what type of paint, the date it was filled and the date that it was delivered. It will be the responsibility of the contractor to arrange for loading and shipping of empty totes back to their manufacturing facility. Due to storage area limitation the contractor shall not allow more than 9 empty 345 gallon totes, 12 empty 250 or 220 gallon totes, 62 empty 55 gallon drums or any combination of empty containers that equals a truck load to accumulate at any one location.

All totes shall be stainless steel. The drums shall have a colored FDA approved drum liner that is suitable for long term storage of fast dry paint. All containers shall be suitable labeled as to their contents. The minimum information on the label shall be the contractor's name/address/phone number, color, type of paint (classification plus brand name/code), batch number, the date it was manufactured, volume (drums and totes shall also include empty and full weights) and any other required state/county/federal warning/hazard/regulatory information and plackering. Additionally, all totes shall be labeled with their inventory control number. Containers, at the option of the contractor, can be color coded as to the color of paint contained.

Five gallon buckets, bodies and lids, shall be made of plastic. The lids shall have a reseal able tear plastic or thread pour spout opening in the lid that can be used to pour or access the paint via an insert type of pump device. The main lid shall have an air tight gasket and also be reseal able.

All metals used for any container shall be suitable for the paint which is stored in them. If the metal is not suitable then it shall have an appropriate coating to prevent attack by the paint or by agents in the air space above the paint. This coating shall not come off the container or lid and contaminate the paint.

All containers shall be properly sealed with suitable gaskets and show no evidence of leakage.

All drums and totes shall conform to all the applicable EPA and Department of Transportation rules and regulations for such containers. Additionally, the 55 gallon drums shall conform to the latest United Nations (UN) requirements.

All 55 gallon drums used shall be new or near new. Use of reconditioned drums that are significantly dented shall be cause for rejection of paint. The drums shall have removable lids and airtight band fasteners. All drums shall be shipped and delivered on pallets, unless specified otherwise by the Department at the time of order.

All totes shall be suitably designed and constructed to be able to be lifted by a crane or forklift when full. The maximum size for the 345 gallon totes shall be 50 inches wide by 44 inches in length by 75 inches high. The top of all totes shall have an eighteen inch (+/-) diameter manhole opening with a six inch diameter fill cap in the middle of the manhole. The bottom shall have a female two inch inside diameter opening with a non-restrictive gate valve. The bottom opening shall also have a treated airtight cap that has a retention cord or chain to prevent the cap from being lost. The outlet shall have an "Ever-tite" or compatible quick coupler. The top of the totes shall be supplied with vacuum and pressure relief valves.

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8. STORAGE

All materials shall have a rated shelf or storage life of twelve months from the date of delivery. If the Department's method of storage is not acceptable or there are concerns, then it is the responsibility of the contractor to notify the Department of these concerns in writing. The Department will make every effort to accommodate these concerns; however that may not always be possible.

The contractor shall inform the Department of any acceptable techniques that can be used to preserve paint when it is stored in previously opened containers and striping truck storage tanks. It should be noted that daily agitation in a container or tank is not possible. The timing of certain Department crew schedules and holidays means that paint may have to set in a container for as long as four or five days without the benefit of a crew being there. Thus, the contractor's storage techniques must accommodate this occurrence. Storage techniques that are overly restrictive or result in significant labor are not acceptable.

The only method the Department has to agitate paint in a tote is re-circulating using a pump. Paint can also be agitated via the container to striping truck pump transfer process. Additionally, the Department can agitate and re-circulate paint in the striping vehicle storage tanks. If the contractor requires physical agitation of the paint in the factory filled container then they shall be responsible for developing the method and equipment on how this is to be done. However, such agitation procedures shall not be overly restrictive or result in much additional labor or equipment cost for striping crews.

9. QUALITY CONTROL

The Contractor shall have a quality control process that involves sampling and testing of all paints that are delivered. The tests conducted on each batch of paint shall be of sufficient quantity and quality to ensure that the paints made and delivered are in conformance to the requirements of the specifications. Additionally, this quality control process shall maintain records of these batch tests for a minimum of two years after the paint is made and delivered. Liquid samples of each paint batch shall be maintained at least twelve months after the batch is delivered. If requested, the Contractor shall furnish, at no charge, sample containers.

All batches of paint shall have a unique number assigned to them. This batch number shall be used to correlate quality control test results and identify individual containers filled with paint from that batch. The contractor shall allow the Department full access to all quality control processes, records and samples pertaining to paints produced for this contract. This includes making copies of these records and mailing them (faxing is not allowable) to the Department within 14 calendar days from the time they are requested.

10. QUARTERLY CUSTOMER SERVICE VISITS

The contractor shall, as a minimum, travel to Arizona on a quarterly basis (every 3 months) to conduct customer service visits. Service visits shall be coordinated at least two weeks in advance. The object of the quarterly service visits is to help assure that the paint supply contract is going well, the requirements of the specifications are being met and to determine if there are any problems that need to be addressed. These visits can also be used to conduct training classes and observe/check applications in the field.

The current ADOT Statewide Striping Manager is Jack Hayes (602-278-4749).
The current ADOT Traffic Operations Engineer is Al Zubi (602-712-6913).

11. MANUALS

Once awarded, 10 copies of the user's instruction manual shall be provided to ADOT. The manuals shall be furnished with the delivery of the first shipment of paint. Additional manuals shall be supplied as requested.

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The manuals shall provide complete and comprehensive information on the paint items to be supplied. If any changes, modifications, refinements, additions or alterations of any kind are made throughout the life of this contract that affects the manuals, the contractor shall update all manuals that have been supplied.

The manuals shall be organized and submitted in three ring binders that are clearly marked as the "User's Manual for Traffic Paint." The manual shall be indexed and have tabs that separate the manual into logical sections. As a minimum, the manual shall consist of the following sections:

- (1) Information about the company supplying the products including the name and phone number of a customer service representative. This customer service representative should be a person who is authorized and trained to handle questions about the paint products being supplied. The person should be able to provide detailed technical input on application techniques and solutions to potential problems. As a minimum, a customer service representative shall be available Monday through Friday between 8:00 am to 4:00 pm mountain standard time, excluding holidays. The customer service phone line shall have voice mail so that messages can be left after business hours. All Department calls for information and help shall be answered in a timely and professional fashion.
- (2) Information and specifications about the paint products. The percent volume of solids (% volume solids) per product shall be clearly identified. Yield information for 10 to 30 applied wet mil lines. This includes how many linear feet a gallon of paint will yield for four and six inch wide lines. The corresponding dry mils thickness per product shall be cross referenced to the wet mil thickness. Also, yield information for gallons per mile and square feet per gallon should be included.
- (3) Specific instructions on how the paint products are to be stored and used. As a minimum, this section of the manual shall cover the following topics: handling, mixing, thinning, daily maintenance, weekly maintenance, periodic cleaning, end of season cleaning, hazardous waste, flammability, first aid, storage, cleaning solvents, application temperatures, dry times, dry time acceleration techniques, wet film calibration procedures, wet film thickness field checking procedures, weather, application rates, material temperatures, surface preparation, handling/storage of containers and glass beads application procedures/rates. The contractor shall include a recommended spray tip size, pressure, and heat exchanger settings matrix. A matrix on recommended paint applied wet thickness to surface type (chip seal, micro seal, etc) shall also be included.
- (4) Plastic pocket slip sheet with two flat metal or plastic wet thickness gauges. These devices shall be suitable for measuring the applied wet thickness of paint either on the pavement or on a flat plate. As a minimum, these gauges shall be graduated from a 5 to 30 mils in one mil increments.
- (5) Material Safety Data Sheets (MSDS) on each product. The contractor can provide additional information at their discretion. ADOT will review the content of the manual, if the content is not acceptable or requires changes or additions the contractor shall revise the manual as requested. The Department shall have the right to reproduce any material for Departmental purposes.

12. TRAINING

As a part of this contract at least one training session is to be held annually. One additional training session may be held if requested by ADOT. The training session shall be conducted by a factory or factory trained representative(s) that have extensive related experience. The first training session is to be coordinated and conducted by the contractor within 90 days of the awarding of this contract. The default training site will be at Traffic Operations Office in Phoenix. However, the session may be requested to be held at a State facility in Tucson, Prescott, Holbrook or Flagstaff. The contractor is to contact the Statewide Striping Manager at least three (3) weeks in advance to coordinate the training sessions training site and mutual convenient date and time.

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The training session shall be a minimum of four hours with two fifteen breaks. If the session goes longer, then a one hour break for lunch shall be given. The session shall fully demonstrate how the contracted traffic paint is to be handled and applied. The contractor shall supply whatever is necessary [sample items, tools and materials (including handouts, wet thickness gauges, yield charts-calculators and/or manuals)] to make the demonstrations and properly inform and train ADOT personnel in the use (health, safety and application) of their paint. The use of overheads, supplemental videos, demonstrations and slide presentations are encouraged. The contractor should coordinate with ADOT on the availability of audio-video equipment.

As a minimum the training session shall cover the following areas; traffic paint: introduction to familiarize attendees with the use of traffic paint, paint composition (binder, pigments, solvent & additives), fundamentals of film formation, impacts of application surface, impacts of weather (sun, wind, temperature, humidity and rain), application thickness, wet film calibration, what no-track time means, what dry time means, what cure means, handling, cleaning procedures, spraying, maintenance (daily, weekly and yearly), safety/health/MSDS, disposal of cleaning liquids/waste paint, yield information, customer service procedures and question/answer period. The handling of paint containers (full, semi-full and empty) shall also be addressed in detail, especially those procedures regarding re-useable containers.

13. POST-AWARD PLANT INSPECTION

The contractor shall be subjected to a post-award plant inspection by representatives from ADOT's Materials Lab. This plant inspection will coincide with an ADOT order for paint (minimum of one truck load of each color).

The contractor shall be required to transport and accommodate representatives from ADOT to inspect their manufacturing facility and to sample paint. The purpose of this inspection will be to verify that the paint being produced meets all of the applicable requirements of the specifications and that appropriate quality control measures are being taken when paint is manufactured, containerized and shipped. This includes the inspection and verification of raw materials used, batch sampling methods, specification conformance quality control tests, record keeping on paint batches, tote cleaning methods, container filling methods, verification of container volume quantities and amount of paint shipped. The contractor shall bear all transportation and accommodation costs associated with this plant inspection which is expected to take two to three days.

During the inspection the contractor is to manufacture at least one batch (minimum of 3,200 gallons) of each waterborne paint that applies to their award.

The contractor shall provide ADOT's inspector with a full disclosure of the raw materials used and the make-up of the paint formulations.

As a minimum the formulation information shall include the following:

- **General Information**
 - Product Number, Code, Name and Color
 - Contract Item Number & Description
 - Manufacturer Information and Address
- **Paint Composition**
 - Pigment, percent by weight
 - Vehicle, percent by weight
 - Weight, pounds per gallon at 77 degrees F.
 - Non-volatile, percent by weight of paint
 - Vehicle solids, percent by weight of vehicle
 - VOC excluding water in grams per liter (maximum of 150)
 - VOC excluding water in pounds per gallon

**SECTION 1
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- **Detailed Pigment Composition (percent by weight and brand as applicable)** - Give content information on rutile titanium dioxide, organic yellow, aluminum silicate, calcium carbonate and iron oxide. The purity of the titanium dioxide and organic yellow pigments in the blend also need to be indicated.
- **Detailed Resin Composition (percent of vehicle by weight and brand by formulation I, II or III, IV, V, VI and VII as offered)**
- **Solvents and Thinners (percent by weight, give information on exact type - not general classification)** - Give content information on types such as propylene glycol, coalescent (e.g. Texanol), methanol, water as applicable.
- **Other additives such as driers, plasticizers, anti-skinning agents (percent by weight)** - Give content information on additives such as defoamer, dispersant, surfactant, thickener, biocide/preservative.

This formulation information will then become the approved formulation for the term of this contract. Changes to the formulation are NOT allowable without the written approval of ADOT's Procurement Officer.

At the contractor's request, all information regarding the exact formulation shall be kept confidential per the applicable requirements of the Arizona Procurement Code, R2-7-104, Confidential Information.

The contractor shall supply adequate sample vessels (e.g. standard friction-seal pint cans) for the purpose of taking paint samples from the test batches. The sample cans shall be lined as necessary to preserve the sample's integrity. The samples shall be taken from the main batch via a process that will result in what is believed to be a representative sample of the paint produced. Sufficient samples shall be taken to conduct all of the required tests as well as an infrared spectra test. Up to three one pint samples may be needed. ADOT will retain these samples for testing at the Materials Laboratory. The contractor shall provide for the shipping of the test samples to ADOT.

Additionally, the contractor shall be given full access to ADOT's inspector for a review of the quality control testing and record keeping procedures used to verify paint batches, and the re-useable container management system and how totes are cleaned, labeled (paint batch number, paint color, etc.), weighed (empty), filled and re-weigh to verify the actual volume of paint placed in the tote.

ADOT reserves the right to repeat the post-award inspection if deemed necessary. Who is responsible for the travel and subsistence costs associated with the repeat inspection will depend on the reason for it. If the inspection is to verify the correction of contractor problems, change in a paint formulation requested by the contractor or to further evaluate a know problem then the contractor will be responsible. If the repeat inspection is due to ADOT requested formulation change or a random check then ADOT will be responsible.

UNIFORM TERMS AND CONDITIONS

Version 8

1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4. *"Contractor"* means any person who has a Contract with the State.
- 1.5. *"Days"* means calendar days unless otherwise specified.
- 1.6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8. *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10. *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13. *"State Fiscal Year"* means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1. Special Terms and Conditions;
 - 2.3.2. Uniform Terms and Conditions;
 - 2.3.3. Statement or Scope of Work;
 - 2.3.4. Specifications;
 - 2.3.5. Attachments;
 - 2.3.6. Exhibits;
 - 2.3.7. Documents referenced or included in the Solicitation.
- 2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

- 3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract.

The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

- 3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
- 3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.10. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 3.11. Scrutinized Businesses. In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

3.12 Offshore Performance of Work Prohibited.

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3. Applicable Taxes.

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements.

5. Contract Changes

5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment

within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

- 5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

- 6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 6.2. Indemnification
 - 6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
 - 6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."
- 6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- 6.4. Force Majeure.
 - 6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing,

force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged and marked as the Contract may require; and

7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

- 7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.6. Survival of Rights and Obligations after Contract Expiration or Termination.
- 7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
- 7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

- 8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2. Stop Work Order.
- 8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- 8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default

under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

- 8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. **Contract Termination**

- 9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 9.5. Termination for Default.
- 9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

**SECTION 3
SPECIAL TERMS AND CONDITIONS**

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 West Jackson Street, Suite A MD 100P
Phoenix, Arizona 85007-3276
Phone: (602) 712-7211

SOLICITATION NO. ADOT11-00000407

 1. TERM OF CONTRACT

The term of any resultant contract shall commence on the effective day of award and shall continue for a period of twelve months (12) thereafter, unless terminated, cancelled or extended as otherwise provided herein.

2. CONTRACT EXTENSION

By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.

The State reserves the right to unilaterally extend the period of any resultant contract for thirty-one (31) days beyond the stated expiration date.

3. CHANGES

The State reserves the right to revise the delivery and schedule and make other changes within the general Scope of Work as may be deemed necessary to best serve the interest of the State. All changes shall be documented by formal amendments to the contract.

 4. ELIGIBLE AGENCIES

This contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in this contract, a university, political subdivision, or nonprofit educational or public health institution shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes 41-2632.

5. NON-EXCLUSIVE CONTRACT

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the State. The State reserves the right to obtain like goods or services from another source when necessary. Off-Contract Purchase Authorization may only be approved by the Chief Procurement Officer. Approval shall be at the discretion of the Chief Procurement Officer and shall be conclusive, however, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the Arizona Procurement Code.

6. ORDERING PROCESS

Upon award of a contract the State or any designated Agency may procure the specific material and/or service awarded by the issuance of a contract purchase order to the appropriate contractor. Each contract purchase order must cite the correct contract number. The award of a contract shall be in accordance with the Arizona Procurement Code and all transactions and procedures required by the Code for public bidding shall be complied with. A contract purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the using agency to order and the contractor to deliver the material and/or service.

Any attempts to represent any material and/or service not specifically awarded as being under contract is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the State inclusive of but not limited to contract cancellation, suspension and/or debarment of the contractor.

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7. SHIPPING TERMS

Prices shall include F.O.B. Destination, freight prepaid to any delivery location in the State of Arizona, delivered to the specified receiving point as required by the Department at the time of order. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. The contractor shall file all claims for visible or concealed damage. Department will notify the contractor as soon as possible of any damaged goods and shall assist the contractor in arranging for inspection if possible.

All shipments of materials shall be in containers and prepared in such a manner that they conform to the applicable Federal, State and Local requirements as well as those specified herein.

The Department will provide the necessary labor and equipment to unload paint shipments. All shipments shall be made via open trailers. The Contractor shall coordinate and schedule when the delivery is to be made. All delivery date and times shall be approved by the Department in advance. All delivery times are subject to availability of an unloading crew.

The shipping invoices (Bill of Lading), shall plainly state "Drivers **SHALL Deliver at the Specified Date and Time, the Department will Unload Shipment. Divers shall call the Shipper if they are delayed and can not make the delivery on time.**" Additionally, this bill of lading shall include the truck driver's name, trucking company name, Contractor's name, delivery location, delivery date, type and amount of paint being delivered and unloaded.

8. DELIVERY

Unless specified otherwise at the time of order all deliveries shall go, in a neat and orderly fashion, to the locations specified within 21 calendar days of receipt of a purchase order. If specified by the Department at the time of order, delivery times may be more than 21 days. If the Department requests a delivery more than 21 days then the Department shall have the right to specify the exact date and time of delivery.

The contractor shall acknowledge to the Department in writing the time and date a purchase order is received. Additionally, the contractor shall acknowledge to the Department in writing the time and date when deliveries will be made. Copies of these orders, bill of lading and delivery receipts shall be included as attachments to all invoices.

The contractor shall retain title and control of goods until delivered and unloaded. Any damage to the shipment due to the actions or non-actions of the contractor or shipper shall be the responsibility of the contractor. All claims for visible or concealed damage to be filed against the shipper shall be the responsibility of the contractor. The Department will notify the contractor as soon as possible of any damaged goods and shall assist the contractor in arranging for inspection if possible.

The Department will unload paint shipments if they are delivered at a date and time when a crew and forklift is available. **ALL SHIPMENTS SHALL BE IN OPEN TRAILERS, UNLESS SPECIFIED OTHERWISE ON THE PURCHASE ORDER.** The contractor is responsible for coordinating acceptable delivery dates and times. Shipments that are delivered at unscheduled dates and times will not be unloaded.

A late shipment of paint can be grounds for the Department to reject the shipment, suspend the contract, cancel the contract or utilize another supplier. The contractor shall maintain a reasonable stock with the appropriate sized containers on hand to maintain the required delivery terms.

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9. ACCEPTANCE

Each item delivered shall be subject to a complete inspection by the Department. Inspection criteria shall include, but not be limited to, conformity to the specifications, workmanship, quality and materials.

If the delivered product is returned to the contractor for corrective action, the contractor shall have ten (10) calendar days from the date of rejection for delivery of new or corrected product(s) at no cost to the department. An additional period of fifteen (15) calendar days shall be allowed for inspection of the new or corrected product(s). If the second delivery is rejected, then this shall be cause for contract cancelation with this contractor.

The contractor shall be fully responsible for the transport of the material from and to each location, for installation and/or for the correction of items or workmanship not in compliance with the specifications.

Product returned to the contractor for corrective action may delay payment. Invoices will be processed for payment only after the product is accepted by the Department.

10. INVOICING

Separate invoices are required for each shipment of product. Each separate invoice shall include at a minimum:

- o Description and listing of quantities
- o Date the items were shipped to the State
- o Department contract number/purchase order number
- o Price per unit and total per unit
- o Applicable taxes
- o Total of invoice

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment to the contractor. A contractor whose payments are delayed due to improper invoicing shall make no claim against the State for late or finance charges.

The State will make every effort to process payment for the purchase of product within thirty (30) calendar days after the State has conducted the necessary reviews, and inspections as described herein. DELIVERY OF THE PRODUCT TO THE STATE DOES NOT CONSTITUTE ACCEPTANCE, THEREFORE, ONLY THE STATE ACCEPTANCE DATE WILL BE A VALID DATE FOR STARTING THE THIRTY (30) CALENDAR DAY PAYMENT PERIOD.

11. ESTIMATED QUANTITIES

The Department anticipates considerable activity under any resultant contract(s). The Department reserves the right to increase or decrease amounts as circumstances may require. No guarantee is made concerning any annual quantities to be actually ordered.

12. PRICE REDUCTION

A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

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13. PRICE ADJUSTMENT

The Department will review fully documented requests for price increase after any contract has been in effect for twelve (12) months. Fully documented means that the request shall present detailed information and calculations that make it clear how the claimed increase has an impact on the contract unit prices. All assumptions regarding cost factors that have an impact on the requested increase shall also be clearly identified and justified. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect the price of the item concerned. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The Department will determine whether the requested price increase or an alternate option, is in the best interest of the State.

14. SAFETY STANDARDS

All items supplied under this contract shall comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

15. WARRANTY

The contractor warrants:

1. **All Items** - That all items furnished hereunder shall conform to the requirements of this contract and shall be free from defects in design, materials and workmanship.
2. **Storage in Original Containers** - The warranty period on workmanship and materials shall be at least eight months for all paint being stored in its original unopened container inside or outdoors.
3. **Applied Paint** - The warranty period for the durability in terms of retroreflective appearance, durability and general marking appearance of the applied paint as pavement markings shall be a minimum of three months for formulations I - III, two months for formulations IV - V and one month for formulations VI - VII.
4. **Color Stability** - The warranty period for the color appearance without fading or discoloration of the applied paint as a pavement or curb marking shall be twelve (12) months for formulations I - V and ten months for formulations VI and VII.

The warranty shall cover that the paint materials supplied under this contract shall perform as intended for the period of time specified without degradation that is directly related to unsatisfactory performance of those materials either as they are stored or applied to the roadway.

The contractor agrees that they shall, at their own expense, provide all services required to repair or replace any materials found to be defective during the terms defined herein. The contractor shall guarantee that any products used to replace defective products shall meet or exceed the requirements of the specifications and the special terms and conditions. The contractor is responsible for the removal and disposal of all defective materials. The contractor is also responsible for taking actions to prevent similar defects in the future.

In the field fixing (via additives and re-mixing) of defective paint batches in their original shipping containers is not an acceptable solution. Any re-formulation needs to be done at a paint manufacturing facility. All costs associated with a re-formulation including shipping and handling will be the responsibility of the contractor.

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The contractor also warrants that the user manuals and training described herein shall provide the Department with the necessary information and instruction that ensures the effective and safe use of the materials supplied. The contractor shall update the manuals and training sessions as necessary to meet this requirement.

16. CURRENT PRODUCTS

All offered products submitted in response to this solicitation and under any resultant contract shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

17. PRODUCT DISCONTINUANCE

The Department may award contracts for particular products and/or models of equipment as a result of this solicitation. In the event that a product or model is discontinued by the manufacturer, the State at its sole discretion may allow the contractor to provide a substitute for the discontinued item. The contractor shall request permission to substitute a new product or model and provide the following:

1. A formal announcement from the manufacturer that the product or model has been discontinued.
2. Documentation from the manufacturer that names the replacement product or model.
3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
5. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

18. VENDOR REGISTRATION

Prior to issuance of a Purchase Order and subsequent payment, the Contractor shall have a completed State of Arizona Substitute W-9 Form on file with the Procurement Group. No payments shall be made until the forms are on file.

19. CONTRACT ADMINISTRATION

For information regarding the Uniform and Special Terms and Conditions, and Specifications referenced in this Solicitation contact:

Gary Henry, Procurement Officer, (602) 712-7304, ghenry@azdot.gov.

Following award, the contractor shall contact the Procurement Group for guidance or direction in matters of contract interpretation or problems regarding the terms, conditions or scope of the contract. Only the Contract Officer or his/hers authorized designee is authorized to change or amend the specific terms, conditions or provisions of the agreement.

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20. NOTICES

All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provisions collectively called "Notices"), shall be in writing and shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

a. If intended for the State, to:

Arizona Department of Transportation, Procurement Group
1739 West Jackson Street, Suite A MD 100P
Phoenix, Arizona 85007-3276
Attention: Gary Henry

b. If intended for the contractor, to:

The contractor Name
Address
City, State, Zip
Attention:

Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so mailed shall be deemed to have been given as of the date such notice is received as shown on the return receipt. Furthermore, such notice may be given by delivering personally such notice, if intended for the State, to the Arizona Department of Transportation, Chief Procurement Officer and, if intended for the contractor, to the person named on the Offer & Contract Award of this contract, or to such other person as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so delivered shall be deemed to have been given as of the date such notice is personally delivered to the other party.

21. CANCELLATION FOR POSSESSION OF WEAPONS ON ADOT PROPERTY

This contract may be cancelled if contractor or any subcontractors or others in the employ or under the supervision of the contractor or subcontractors is found to be in possession of weapons.

Possession of weapons (firearms, explosive device, knife or blade of more than three inches, or any other instrument designed for lethal or disabling use) is prohibited on ADOT property pursuant to ADOT Policy, MGT 6.04, "Weapons in the Workplace." Such property includes ADOT owned or leased office building, yards, parking lots, construction sites or state owned vehicles.

Further, if the contractor or any subcontractors or others in the employ or under the supervision of the contractors or subcontractors are asked by an ADOT official to leave the ADOT property, they are advised that failure to comply with such a request shall result in cancellation of the contract and anyone who refuses, whether armed or not, is subject to prosecution under A.R.S. §13-1502, "Criminal trespass in the third degree; classification."

22. INDEMNIFICATION CLAUSE

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court cost, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property

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caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any Federal, State or Local Law, statute, ordinance, rule regulation or court decree. It is the specific intentions of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

23. INSURANCE REQUIREMENT

The Contractor shall furnish certificates similar to Certificate of Insurance, Exhibit 1, inclusive of the following requirements to the Department. Certificate(s) shall be received within Five (5) calendar days of notification of tentative award by the Procurement Officer and prior to contract execution.

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE:

Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- c. Automobile Liability should be required only if the commodity is being delivered to the State of Arizona by the vendor. If the commodity is being shipped by common carrier, automobile liability will not be required.

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. ADDITIONAL INSURANCE REQUIREMENTS:

The policies shall include, or be endorsed to include, the following provisions:

1. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION:

Each insurance policy required by the insurance provisions after thirty (30) days of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except prior written notice has been given to the State of Arizona. Such notice shall be sent by certified mail, return receipt requested directly to:

Arizona Department of Transportation, Procurement Group
1739 West Jackson Street, Suite A MD 100P
Phoenix, AZ 85007-3206
ATTN: Gary Henry

**SECTION 3
SPECIAL TERMS AND CONDITIONS**

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 West Jackson Street, Suite A MD 100P
Phoenix, Arizona 85007-3276
Phone: (602) 712-7211

SOLICITATION NO. ADOT11-00000407

D. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE:

Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) similar to Certificate of Insurance, Exhibit 1, as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract. All certificates required by this Contract shall be sent directly to:

Arizona Department of Transportation, Procurement Group
1739 West Jackson Street, Suite A MD 100P
Phoenix, AZ 85007-3206
ATTN: Gary Henry

The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

F. SUBCONTRACTORS:

Contractors' certificate(s) shall include all subcontractors, as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. APPROVAL:

Any modification or variation from the insurance requirements in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

H. EXCEPTIONS:

In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

24. CERTIFICATION OF REQUIREMENTS

ADOT may require reports, records of quality control tests, liquid samples, formulation information or other testing lab reports be submitted for those paint materials supplied. These reports shall contain documentation of testing and other information that indicate that the supplied materials meet or exceed the requirements of these specifications. Requested reports are to be submitted at no cost and within ten working days. Failure to submit these reports within this time frame may be cause to cancel a portion or all of a contract or non-use of those materials.

**SECTION 3
SPECIAL TERMS AND CONDITIONS**

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1738 West Jackson Street, Suite A MD 100F
Phoenix, Arizona 85007-3276
Phone: (602) 712-7211

SOLICITATION NO. ADOT11-00000407

25. PAINT SAMPLES

ADOT may request samples of paint from the contractor. The contractor shall take up to three one-pint samples from a batch of paint intended for ADOT. The contractor shall ship the samples to:

Arizona Department of Transportation
Materials Group - Structural Material Testing Section
1221 North 21st Avenue, Mail Drop 068R
Phoenix, Arizona 85009

Each sample shall be marked with the paint manufacturer's name, type of paint (designation and brand name/number) batch number, date of manufacturer and any other information that is useful or required by law or regulation.

It is anticipated that samples will only be requested on a random basis or when a problem with a shipped batch is encountered. For additional information on ADOT's paint testing program contact Mr. Al Zubi, at 602-712-6913. ADOT reserves the right to field sample paint at anytime.

26. MINIMUM ORDER SIZE

The minimum order size of paint in returnable drums and totes to qualify for FOB destination, freight prepaid, will be one truckload and the minimum order size for buckets will be a pallet load. The Department shall have the option, at no addition shipping cost, to have a pallet or more of five gallon buckets include in any truckload order. A truckload of drums is assumed to be 62 drums (four drums to a pallet) which equates to 3,410 gallons (approximately 37,000 pounds) of paint. It is assumed that a truckload of 250 gallon totes consists of 12 totes per truck which equates to 3,000 gallons (approximately 41,250 pounds) of paint, respectively. It is assumed that a truckload of 345 gallon totes consists of 9 totes which equates to 3,105 gallons (approximately 42,700 pounds) of paint.

The vendor may charge actual shipping costs to orders that do not meet the minimum. Freight Prepaid with transportation charges allowed are to be added as a separate line item on the invoice. At no time may the freight charge exceed those actually charged to the Contractor by the transportation company.

27. CONTRACT PROBLEMS OR CHANGES

If, at anytime during the course of the contract, the Department makes the contractor aware of any problem with their paint, containers or delivery service the contractor shall take immediate action to investigate the cause and to develop a solution. Non-response or an untimely response can be grounds for contract suspension or contract cancellation. The contractor shall coordinate with the responsible Department's Statewide Striping Manager and the Procurement Officer on all problems and solution relating to this contract.

No change to this contract, by the Department or the contractor, is allowable without the expressed written authorization of the Department's responsible Procurement Officer. This includes any change in paint formulation that has been identified as a part of the original offer and the Department's plant inspection. Any paint formulation change may be subject to lab tests, field tests, or repeat plant inspection to provide the Department with sufficient evidence that the change results in equal or better performance. The Department may request that the contractor provide a number of delivers of the new paint for in the field application tests by the Department's striping crews.

**SECTION 3
SPECIAL TERMS AND CONDITIONS**

ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 West Jackson Street, Suite A MD 100P
Phoenix, Arizona 85007-3276
Phone: (602) 712-7211

SOLICITATION NO. ADOT11-00000407

28. USAGE REPORT

The Contractor shall furnish the State a usage report delineating the acquisition activity against this contract on a quarterly basis at no additional cost to the Department. The format of the report shall be approved by the State and shall disclose the quantity and the dollar value of each contract item by individual purchasing unit.

The usage report shall be due at the end of each calendar quarter as follows:

- January through March (Q1)
- April through June (Q2)
- July through September (Q3)
- October through December (Q4)

The information contained in these contract reports and the accurate and timely submission thereof are critical components used by the State. Failure by the contractor to submit accurate and timely contract reports against this contract may be cause for cancellation of the contract.

29. ADMINISTRATIVE FEE – STATEWIDE CONTRACT

Contractor shall assess an administrative fee in the amount of one (1%) against the sales receipts (payments received) from members of the State Purchasing Cooperative – including cities, counties, school districts and other qualified members. An updated list of State Purchasing Cooperative members may be found at the following URL: <http://azdoa.gov/spo/agency-resources/az-purchasing-coop/arizona-purchasing-cooperative>. At its option, the State may expand the applicability of this fee.

Contractor shall remit the administrative fee to the State quarterly, to the following address and recipient.

Arizona Department of Administration, State Procurement Office
Attention: 'Statewide Contract Administrative Fee'
100 N. 15th Avenue, Suite 104
Phoenix, AZ 85007.

Administrative fees are due no later than thirty (30) days following the end of the calendar quarter in which the fee was assessed. The submission schedule shall be as follows:

January through March (Q1) – Due by April 30
April through June (Q2) – Due by July 31
July through September (Q3) – Due October 31
October through December (Q4) – Due January 31

Administrative fees shall be included in the contract's unit prices for all products and services sold under the contract. Contracts shall not have separate pricing for State agency customers and members of the State Purchasing Cooperative. Administrative fees shall not be assessed separately in the contract or within any invoice issued under the contract, in the form of a separate line item.

Contractor's failure to remit administrative fees in a timely manner or remit fees inconsistent with the contract's requirements may result in the State exercising any recourse available under the contract or as provided for by law.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ENNIS PAINT, INC. DBA ENNIS-FLINT**

EXHIBIT B
Scope of Work

PROJECT

The City of Glendale is looking to secure a reputable company to provide Waterborne Fast Dry Traffic Paint.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ENNIS PAINT, INC. DBA ENNIS-FLINT**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method and amount of compensation is in accordance with Section 3 of this Agreement.

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 \$85,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

City shall pay Contractor compensation in accordance with the rates as set forth in the State of Arizona Contract No. ADSPO13-034726.

To:

Fax or Email:

<< QUOTE >>



Ennis Paint, Inc. (dba Ennis-Flint)
1509 S. Kaufman
Ennis, TX 75119
(800) 331-8118

PAGE 1
QUOTE DATE 7/14/2016
QUOTE NO 4537
CURRENCY ID USD

S 40099
O CITY OF GLENDALE / AZ
L 5800 W. GLEEN DR., STE 315
D GLENDALE, AZ 85301-2482

S GENERAL
H CITY OF GLENDALE / AZ
I CITY~S FINANCE DEPARTMENT
P 5850 W. GLENDALE AVENUE
O GLENDALE, AZ 85301-2563

CONTRACT NUMBER ADSP013-036207

TOTAL DUE 63,141.63

CSSR	SLS1	SLS2	DUE DATE	DISC DUE DATE	ORDER NO	ORDER DATE	SHIP DATE	SHIP NO
CSG	20		8/13/2016	7/14/2016	00070911	7/14/2016		

TERMS DESCRIPTION	CUSTOMER PO NO	SHIP VIA	INCOTERMS
Net 30 Days	QUOTE ONLY	TRUCK LOAD	DESTINATION

ITEM ID	LOCATION	QUANTITY	UOM	DISC UNIT PRICE	QUOTE PRICE	EXT QUOTE PRICE
WW0014-SRG345 WB WHT AZ T1 HI BUILD Packaged in Stainless Steel Round 2 way tote filled to 345 gl.	BKF	2,760.000000	GL	10.42	10.420000	28,759.20
WY0014-SRG345 WB YEL AZ T1 HI BUILD Packaged in Stainless Steel Round 2 way tote filled to 345 gal.	BKF	2,760.000000	GL	10.53	10.530000	29,062.80
D Order Notes QUOTE ONLY - SHIPPING INCLUDED - THIS QUOTE IS FOR TWO TRUCKLOADS	BKF	1.000000	EA	0.00	0.000000	0.00

PREPARED BY: CRYSTAL GENTRY
CGENTRY@ENNISFLINT.COM
PHONE: 336-308-3769

TAXABLE	NONTAXABLE	FREIGHT	SALES TAX	MISC	TOTAL
57,822.00	0.00	0.00	5,319.63	0.00	63,141.63

All sales are subject to Ennis Paint, Inc.'s (dba Ennis-Flint) Standard Terms and Conditions of Sale. A copy can be found on the Ennis-Flint website. For Remittance by Credit Card, a 3% transaction fee will be assessed. Discounts do not apply to Freight and other Miscellaneous Charges.

To:

Fax or Email:

<< QUOTE >>



Ennis Paint, Inc. (dba Ennis-Flint)
1509 S. Kaufman
Ennis, TX 75119
(800) 331-8118

PAGE 1
QUOTE DATE 7/14/2016
QUOTE NO 4538
CURRENCY ID USD

S 40099
O CITY OF GLENDALE / AZ
L 5800 W. GLEEN DR., STE 315
D GLENDALE, AZ 85301-2482

T
O

S GENERAL
H CITY OF GLENDALE / AZ
I CITY-S FINANCE DEPARTMENT
P 5850 W. GLENDALE AVENUE
GLENDALE, AZ 85301-2563

T
O

CONTRACT NUMBER ADSP013-036207

TOTAL DUE 18,148.06

CSSR	SLS1	SLS2	DUE DATE	DISC DUE DATE	ORDER NO	ORDER DATE	SHIP DATE	SHIP NO
CSG	20		8/13/2016	7/14/2016	00070916	7/14/2016		

TERMS DESCRIPTION	CUSTOMER PO NO	SHIP VIA	INCOTERMS
Net 30 Days	QUOTE ONLY	LESS THAN TRUCK LOAD	SHIPPING POINT

ITEM ID	LOCATION	QUANTITY	UOM	DISC UNIT PRICE	QUOTE PRICE	EXT QUOTE PRICE
WW0014-PMD250 WB WHT AZ T1 HI BUILD New Caged Poly / Square 4-way / 275G (1040L) Cap / 250G Fill	BKF	750.000000	GL	10.42	10.420000	7,815.00
WY0014-PMD250 WB YEL AZ T1 HI BUILD New Caged Poly / Square 4-way / 275G (1040L) Cap / 250G Fill	BKF	750.000000	GL	10.53	10.530000	7,897.50
D Order Notes QUOTE ONLY - SHIPPING INCLUDED AT \$990.00	BKF	1.000000	EA	0.00	0.000000	0.00

PREPARED BY: CRYSTAL GENTRY
CGENTRY@ENNISFLINT.COM
PHONE: 336-308-3769

TAXABLE	NONTAXABLE	FREIGHT	SALES TAX	MISC	TOTAL
15,712.50	0.00	990.00	1,445.56	0.00	18,148.06

All sales are subject to Ennis Paint, Inc.'s (dba Ennis-Flint) Standard Terms and Conditions of Sale. A copy can be found on the Ennis-Flint website. For Remittance by Credit Card, a 3% transaction fee will be assessed. Discounts do not apply to Freight and other Miscellaneous Charges.



Legislation Description

File #: 16-410, Version: 1

AUTHORIZATION TO ENTER INTO A MUNICIPAL BILL-CREDITING AGREEMENT WITH SALT RIVER PROJECT FOR HOOVER POWER BILL CREDITING

Staff Contact: Craig Johnson, P.E., Director, Water Services

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Municipal Bill-Crediting Agreement with Salt River Project Agricultural Improvement and Power District (SRP) to provide a credit to Glendale for power generated at Hoover Dam. The contract term covers the period through September 30, 2020.

Background

The City of Glendale received an allocation of Hoover power from the Western Area Power Authority (Western). Glendale's allocation of Schedule D1 power from Western is 426 kW of contingent capacity, with 650,591 kWh of firm summer energy and 279,359 kWh of firm winter energy for a total of 930,050 kWh.

Analysis

Hoover power allottees in Arizona receive their energy allocation through contracts with the Arizona Power Authority (APA). The APA in turn contracts with Western on behalf of the Arizona customers as a whole. As a condition of contracting with the APA, customers must make arrangements for the scheduling, transmission, and delivery of their allocation from the Mead Substation, near Hoover Dam. APS and/or SRP can provide these services to the City through programs in which they receive the Hoover power and provide a billing credit for the value of the energy received.

Glendale must execute two contracts to utilize the allocation. The first contract is a Power Sales Contract with the APA which will allow Glendale to receive its Hoover power allocation. The second contract is a bill crediting agreement between Glendale and one of its host electricity providers, Salt River Project (SRP).

This council action is limited to the contract between Glendale and SRP governing the bill crediting arrangement for the first three years of the 50-year allocation period. A separate council action is required to approve the Power Sales Contract with the APA.

Previous Related Council Action

On August 2, 2016, the City Council held a Workshop regarding Glendale's Hoover power allocation and bill crediting arrangement.

Community Benefit/Public Involvement

Sustainable, renewable hydroelectric power is a helpful resource that assists in the production of drinking water and the treatment of effluent. The 2017 Hoover power allocation will be a sustainable resource that allows Glendale to stay green and serve its mission to its citizens

Budget and Financial Impacts

Having access to low-cost hydroelectric power from Hoover Dam will reduce the amount of money that Glendale will pay for electricity. Costs associated with the power will be offset by value received from the SRP bill crediting arrangement.

The total net bill credit to the City is estimated at \$13,248 annually over the three year SRP contract. It is expected that the value of the power received from the bill crediting arrangement will result in a net income to Glendale of \$662,400 over the fifty year APA contract period.

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

MUNICIPAL BILL-CREDITING AGREEMENT

THIS MUNICIPAL BILL-CREDITING AGREEMENT (this “*Agreement*”) is entered into this ____ day of _____, 20____, by and among **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona (“*SRP*”) and **City of Glendale**, an Arizona municipal corporation (“*Customer*”). Customer and SRP are each hereinafter sometimes referred to individually as a “*Party*” and collectively as the “*Parties*.”

RECITALS

A. The Hoover Power Plant Act of 1984 (Pub. L. No. 98-381, 98 Stat. 1333) allocated power generated by the Hoover Dam to certain named contractors (the “*1984 Contractors*”), including the Arizona Power Authority (“*APA*”), under three categories of power allocations: “Schedule A,” “Schedule B,” and “Schedule C.”

B. In accordance with the published “Final Hoover Power Marketing Post-1987” document, the APA allocated its allotment of Schedule A and Schedule B power to a number of specified entities, including SRP (collectively, the “*Original Allottees*”).

C. The Hoover Power Allocation Act of 2011 (Pub. L. No. 112-72, 125 Stat. 777) (the “*2011 Hoover Act*”) statutorily allocated pools of Hoover Dam power under revised Schedules A, B and C (applicable to 1984 Contractors), and a new “Schedule D” category, intended to be made available to Indian tribes and other entities that were not Original Allottees (collectively, “*New Allottees*”).

D. The 2011 Hoover Act (i) directed the Western Area Power Administration (“*WAPA*”) to allocate 66.7% of the Schedule D power (the “*D-1 Power*”) to certain New Allottees (the “*D-1 Allottees*”), and (ii) required non-Tribal D-1 Allottees in Arizona to receive their allocation of D-1 Power through contracts with the APA.

E. The 2011 Hoover Act allocated 11.1 percent of the Schedule D power (the “*D-2 Power*”) to the APA for further allocation to New Allottees in the State of Arizona.

F. Customer, as a New Allottee, received from the APA an allocation of D-1 Power, as set forth on Exhibit 1 attached hereto (“*Customer’s Allocation*”), and intends to enter into a power sales contract with the APA (the “*APA Contract*”), under which the APA will sell and deliver to Customer Customer’s Allocation of Hoover Capacity (as defined in the APA Contract) (“*Customer’s Capacity*”) and Customer’s Allocation of Hoover Energy (as defined in the APA Contract) (“*Customer’s Energy*,” and together with Customer’s Capacity, “*Customer’s Capacity and Energy*”).

G. As a condition to the APA entering into the APA Contract, Customer must provide evidence to the APA that a transmission system is available to ensure delivery of energy at the delivery point designated in the APA Contract (the “*Transmission Capability Requirement*”).

H. The APA has agreed that the Transmission Capability Requirement may be met through an arrangement under which SRP, Customer's retail electric service provider, takes receipt of Customer's Capacity and Energy from the APA, and provides Customer with the economic benefit of Customer's Allocation, by providing a credit to Customer's bill for the retail electric service provided to Customer by SRP (the "**Bill-Crediting Arrangement**").

I. Customer has requested, and SRP has agreed, to enter into the Bill-Crediting Arrangement, under the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The recitals set forth above are deemed by the Parties to be true and correct, and are incorporated into this Agreement by this reference.

2. Effectiveness. The effectiveness of this Agreement is conditioned upon: (a) the mutual execution and delivery of the APA Contract by Customer and the APA, and SRP's receipt of a copy thereof; (b) the APA's approval of this Agreement, as evidenced by the APA's execution of the "APA Consent" attached hereto; and (c) WAPA's written approval of the Bill-Crediting Arrangement in a form acceptable to SRP. The date on which all of the foregoing conditions are satisfied is referred to in this Agreement as the "**Effective Date.**"

3. Term. The term of this Agreement (the "**Term**") will commence on the Effective Date and will expire on September 30, 2020, unless sooner terminated in accordance with this Agreement. This Agreement may be terminated at any time, by either Party, by delivering at least 90 days prior written notice to the other Party. This Agreement will automatically terminate upon the expiration or termination of the APA Contract.

4. Delivery and Acceptance of Capacity and Energy.

4.1. Assignment. Customer hereby assigns to SRP the right to receive, on Customer's behalf, all of Customer's Capacity and Energy. SRP shall, on Customer's behalf, accept Customer's Capacity and Energy from the APA in accordance with the applicable terms of the APA Contract (SRP may commingle Customer's Capacity and Energy with SRP's own allocation of Hoover Capacity and Hoover Energy). Customer will, upon SRP's request and at Customer's expense, perform such activities under and in accordance with the APA Contract as SRP may deem reasonably necessary to facilitate SRP's acceptance of Customer's Capacity and Energy and performance of its other obligations under this Agreement. Nothing contained in this Agreement will be construed as an assignment to SRP of Customer's Allocation, which is and shall remain the sole possession of Customer, or an assignment of any of Customer's duties or obligations under the APA Contract. If Customer and the APA modify or amend the APA Contract, such modifications or amendments shall not, without SRP's prior written consent, not to be unreasonably withheld, alter any of SRP's

rights or duties under this Agreement.

4.2. Scheduling. Conditioned upon Customer's performance of its obligations under Section 5.1 below, SRP will, and Customer grants to SRP the exclusive authority to, in accordance with the APA Contract, (a) prepare, finalize, revise, and obtain the APA's approval of, schedules for delivery of Customer's Capacity and Energy, and (b) use Customer's pro-rata share of Ancillary Services. Customer may not, without SRP's prior written consent, in its sole discretion, request, obtain, or consent to any revisions of any schedule for the delivery of Customer's Capacity and Energy. SRP may not seek or obtain any change to the amount of Customer's Capacity and Energy that the APA will make available to Customer under the APA Contract.

5. Obligations of the Parties.

5.1. Customer's Obligations. During the Term, Customer shall, at its sole expense:

(a) Cause the APA to deliver Customer's Capacity and Energy to SRP at the Point of Delivery (as defined in the APA Contract);

(b) Obtain and deliver to SRP all statements, estimates, and other records and materials reasonably necessary for SRP to schedule and accept delivery of Customer's Capacity and Energy and otherwise carry out its duties under this Agreement in a timely manner, including, without limitation, any new or revised Capacity and Energy Schedule (as defined in the APA Contract) and any APA estimates of Customer's Capacity and Energy available for delivery;

(c) Pay directly to the APA all amounts due from Customer under the APA Contract, including, without limitation, the rates applicable to Customer's Capacity and Energy;

(d) Promptly advise SRP of any actual or proposed termination, amendment, or supplement of the APA Contract;

(e) Upon SRP's request, reasonably cooperate with SRP as necessary to enable SRP's preparation and joint filing of the IRP (as defined in Section 5.2(b) below); and

(f) Deliver, or cause to be delivered, to SRP all demands, requests, and other notices delivered by the APA to Customer that pertain to the delivery or availability of Customer's Capacity and Energy, including, without limitation, all estimates of available Customer's Capacity and Energy and any notice of increase or decrease in available Customer's Capacity and Energy.

5.2. SRP's Obligations. Effective as of the first date on which the APA makes Customer's Capacity and Energy available for delivery to the Point of Delivery (the "***Delivery Commencement Date***"), and for the duration of the Term, SRP shall:

(a) Furnish, install, and maintain all lines, substations, and other electrical facilities located on SRP's side of the Point of Delivery, in accordance with Section 10(a) of the APA Contract; and

(b) Prepare its Integrated Resource Plan or other acceptable plan (the "**IRP**"), to the extent that SRP, as an allottee of Schedule A power, is required to do so, and cause the IRP to reflect SRP's receipt of Customer's Capacity and Energy under this Agreement. For this purpose, SRP may elect to prepare and jointly file, with Customer, the IRP.

6. Bill-Crediting Arrangement.

6.1. Bill Credit Calculation.

(a) From and after the Delivery Commencement Date, for each hour occurring during the Term in which SRP receives any amount of Customer's Capacity and Energy, SRP will compute an hourly credit amount (the "**Hourly Credit**"), as follows:

$$\text{Hourly Credit (\$)} = [((R+F) * (1-L))-M] * K$$

Where:

R = 94.6% of the Energy (Generation) component of the Price Plan (as defined below) for the applicable hour.

F = Fuel and Purchased Power Adjustment Mechanism (FPPAM) component of the Price Plan for the applicable hour.

L = Then-applicable Real Power Loss Factor (as defined below).

M = Administrative fee of \$0.00050 per kilowatt hour (kWh) of Delivered Output (as defined below) in the applicable hour.

K = Delivered Output in the applicable hour; however, this factor K may not exceed Customer's actual energy usage, in kWhs, at the Designated Facility (as hereinafter defined) in that hour.

As used in this Agreement: (i) the "**Price Plan**" means the SRP published Standard Price Plan under which electric service is provided to the Designated Facility, as in effect from time-to-time; (ii) "**Real Power Loss Factor**" means the Real Power Loss Factor calculated in accordance with SRP's Open Access Transmission Tariff (OATT) as posted on the SRP Open Access Same-Time Information System (OASIS) website, as in effect from time to time; (iii) "**Delivered Output**" means the amount of Customer's Energy, in kWhs, made available to SRP at the Point of Delivery; and (iv) "**Designated Facility**" means the Customer facility described in Schedule 1 attached hereto, which Customer represents and warrants has been

approved by the APA for receipt of Customer's Capacity and Energy. SRP may, from time-to-time revise the Real Power Loss Factor and the Price Plan, including the Energy (Generation) and FPPAM components thereof, in accordance with SRP's Rules and Regulations and any applicable governmental regulations.

(b) At the conclusion of each monthly SRP billing cycle occurring during the Term (each, a "**Month**"), SRP will calculate a bill credit (the "**Bill Credit**") by multiplying the total Hourly Credits accrued in that Month by the Delivered Output in that Month.

6.2. Application of Bill Credit. SRP will apply the Bill Credit to Customer's retail electric service bill for the Designated Facility for the Month in which the Bill Credit accrued. The Bill Credit will be applied first to the charges for actual hourly energy usage during all on-peak hours; second to shoulder-peak hours; and finally to off-peak hours, as necessary, until the entire Bill Credit has been applied.

7. Customer Representations and Warranties. Customer represents and warrants to SRP that: (i) it is duly organized or formed and validly existing under the laws of the jurisdiction of its incorporation or formation; (ii) it has the corporate, governmental or other legal capacity and authority to execute this Agreement and to perform its obligations hereunder, and all acts necessary for the valid execution, delivery and performance of this Agreement, have or will be taken and performed by Customer or by its board of directors, shareholders, managing members, members or partners, as appropriate; (iii) such execution and performance do not violate or conflict with any law or regulation applicable to it, any provision of its constitutional documents, any order or judgment of any court or government agency applicable to it or any of its assets or any material contract or contractual restriction by which it is bound or affecting it or any of its assets; (iv) subject to Section 2 above, all governmental and other authorizations that are required to have been obtained or submitted by it with respect to this Agreement have been obtained or submitted and are in full force and effect and all conditions of any such authorizations, approvals, consents, notices and filings have been complied with; (v) it is not relying upon any representations of SRP other than those expressly set forth in this Agreement; (vi) it has executed this Agreement based upon its own judgment and upon such advice from such advisors as it has deemed necessary and not in reliance upon any view expressed by SRP; and (vii) all persons executing this Agreement on behalf of Customer are duly authorized by Customer to do so.

8. Further Assurances. Customer and SRP shall execute such commercially reasonable documents and take any and all such reasonable further actions as may be reasonably necessary to implement the provisions, and carry out the intent, of this Agreement.

9. Inspection of Records. Any Party or its Authorized Representative (as defined below) may, during normal business hours, examine and inspect the billing records of the other Party, as such records relate to the Customer Allocation or the Bill Credit and to the extent permitted by law and consistent with the policies of said examined Party relating to inspection of records.

10. Uncontrollable Forces. No Party shall be considered to be in breach of this Agreement to the extent that a failure to perform its obligations under this Agreement is due to an

Uncontrollable Force. The term “**Uncontrollable Force**” means an event or circumstance that prevents a Party from performing any of its obligations under this Agreement (excluding any obligation to pay amounts due), which event or circumstance is not within the reasonable control of, or the result of the negligence of, the claiming Party, and which by the exercise of due diligence, the claiming Party is unable to avoid, cause to be avoided, or overcome. “Uncontrollable Forces” may include but are not restricted to: flood; drought; earthquake; storm; fire; lightning; epidemic; war; riot; civil disturbance or disobedience; labor dispute; labor or material shortage; sabotage; change in applicable law or regulation; restraint by court order or public authority (so long as the affected Party (or any of its agencies or instrumentalities) has not initiated the imposition of such restraint); and action or non-action by, or inability to obtain the necessary authorizations or approvals from, any governmental agency or authority. No Party shall, however, be relieved of liability for failure of performance to the extent that such failure is due to causes arising out of its own negligence or due to removable or remediable causes that it fails to remove or remedy within a reasonable time period. Nothing contained herein shall be construed to require a Party to settle any strike or labor dispute in which it may be involved. Any Party rendered unable to fulfill any of its obligations by reason of an Uncontrollable Force shall give prompt written notice of such fact to the other Party and shall exercise due diligence to remove such inability within a reasonable time period.

11. Authorized Representatives. Each Party shall, within 30 calendar days after the mutual execution and delivery of this Agreement, by written notice to the other Party, designate the representative(s) who is (are) authorized to act on its behalf with respect to the matters contained herein (each, an “**Authorized Representative**”). Either Party may change the designation of its Authorized Representative(s) upon written notice to the other Party.

12. Notices. Any notice, demand, or request required by this Agreement to be in writing shall be considered properly given when delivered in person, or sent by either registered or certified mail, postage prepaid, or reputable overnight delivery service, addressed to the other Party at the address set forth below, or such other address as a Party may designate by written notice to the other Party:

If to Customer:

City of Glendale

If to SRP:

Salt River Project Agricultural and Improvement
and Power District

Mailing Address:

P.O. Box 52025, ISB 250
Phoenix, Arizona 85072-2025
Attn: Director of Supply and Trading

Physical Address:

1600 N. Priest
Tempe, Arizona 85281-8100
Attn: Director of Supply and Trading

13. Miscellaneous.

13.1. Business Days. If the time for performance of any obligation under this Agreement expires on a non-Business Day, such performance will be due on the next following Business Day. As used in this Agreement, a “**Business Day**” means any day other than a Saturday, Sunday, or Federal Reserve Bank holiday.

13.2. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party may assign its interest in this Agreement in whole or in part without the prior written consent of the other Party, which consent will not be unreasonably withheld, conditioned, or delayed. Any assignment in violation of this Section 13.2 will be void.

13.3. Relationship of the Parties. Nothing in this Agreement will ever be construed to create an association, joint venture, trust or partnership, or to impose a trust or partnership covenant, obligation or liability on or with regard to the Parties. Neither party will be deemed the agent or employee of, or, except with respect to SRP’s authority to schedule deliveries under Section 4.2 above, have a right or power to bind, the other Party without its express written consent. For avoidance of ambiguity, nothing in this Agreement shall require or authorize SRP to enter into or execute any commodity trade option or swap as an agent on behalf of Customer.

13.4. Amendment. This Agreement may not be amended, modified, or supplemented unless such amendment, modification, or supplement is in writing and signed by the Parties or their respective successors in interest.

13.5. Entire Agreement. This Agreement, including its exhibits, is the final, complete and exclusive statement of the agreement among the Parties with respect to the subject matter of this Agreement. There are no oral representations, understandings or agreements covering the same subject matter as this Agreement. This Agreement supersedes and cannot be varied, contradicted or supplemented by evidence of, any prior or contemporaneous discussions, correspondence, or oral or written agreements or arrangements of any kind.

13.6. Governing Law; Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Arizona, without regard to conflicts of law principles. Any action, suit or proceeding arising out of or relating to this Agreement shall be prosecuted in a state or federal court of competent jurisdiction in Maricopa County, Arizona, and the parties irrevocably submit to the jurisdiction of any such court. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW,

ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT.

13.7. Interpretation. The Parties agree that any rule of construction to the effect that ambiguities will be resolved against the drafting party will not apply in the interpretation of this Agreement.

13.8. Headings. Titles and headings used herein are for reference only and are not part of this Agreement. Words and expressions used herein shall be applicable according to the context and without regard to the number or gender of such words and expressions.

13.9. No Waiver. No waiver of any provision or condition of this Agreement by a Party shall be valid unless in writing signed by that Party. No waiver by either party of any one or more defaults in the performance of the provisions of this Agreement will operate or be construed as a waiver of any other existing or future default or defaults.

13.10. No Third-Party Rights. The Parties do not intend to create rights in or to grant remedies to any third party as a beneficiary of this Agreement or of any duty, covenant, obligation or undertaking established herein.

13.11. Severability. If any of the terms, covenants or conditions of this Agreement, or the application of any such term, covenant or condition, is held by a court of competent jurisdiction to be invalid as to any person or circumstance, all other terms, covenants or conditions of this Agreement and their application will not be affected thereby, but shall remain in force and effect.

13.12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. Electronic copies of signatures will be deemed effective as originals.

[SIGNATURES ARE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first set forth above.

CUSTOMER:

City of Glendale

By: _____
Name: Kevin R Phelps
Title: CITY MANAGER

SRP:

**Salt River Project Agricultural
Improvement and Power District**

By: William Abraham
Name: William ABRAHAM
Title: DIRECTOR SUPPLY & TRADING

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

APA CONSENT

The APA approves the Bill-Crediting Agreement to which this APA Consent is attached, and agrees that with respect to Customer, the Bill-Crediting Agreement satisfies the Transmission Capability Requirement.

ARIZONA POWER AUTHORITY, a body corporate
and politic of the State of Arizona

By: _____
Name: _____
Title: _____

SCHEDULE 1

Designated Facility

SRP Account No.	Service Address/Location	Meter Number	Reference Name
551-102-001	[REDACTED]	[REDACTED]	[REDACTED] (CO)
833-330-003	[REDACTED]	[REDACTED]	[REDACTED] (CO)



Legislation Description

File #: 16-353, Version: 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH CALMAT CO., DOING BUSINESS AS VULCAN MATERIALS COMPANY, AND APPROVE THE EXPENDITURE OF FUNDS FOR ROAD MATERIALS

Staff Contact: Craig Johnson, P.E., Director, Water Services

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a linking agreement with Calmat Co., doing business as Vulcan Materials Company (Vulcan), for the purchase of road materials (materials) and approve expenditure of funds in an amount not to exceed \$100,000 for the initial term; and authorize the City Manager, at his discretion, to extend the agreement for four additional one-year terms, in an amount not to exceed \$500,000 for the entire term of the agreement. This cooperative purchase is available through an agreement between the City of Peoria and Vulcan, contract ACON24016, and can be extended through May 31, 2021.

Background

The Water Services Department functions to provide safe and reliable water and wastewater services for City of Glendale residents and businesses. Road materials are used by Water Services crews to backfill excavation work after water main or sewer line repairs. These materials include a mixture of rock and sand used as a sub-grade to prevent road settling and cold-mix asphalt for temporary pavement prior to the permanent pavement restorations. A bulk inventory is maintained for daily and emergency use.

Analysis

Cooperative purchasing allows counties, municipalities, schools, colleges, and universities in Arizona to use a contract that has been competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts, and provides the opportunity to take advantage of volume pricing. The Glendale City code authorizes cooperative purchases when the solicitation process utilized complies with the intent of Glendale's procurement processes. The cooperative purchase is compliant with Chapter 2, article V, Division 2, Section 2-149 of the Glendale City Code, per review by Materials Management.

On June 1, 2016, City of Peoria entered into an agreement, contract ACON24016, with Vulcan for materials. The agreement permits its cooperative use by other governmental agencies. The City of Glendale Materials Management and the City Attorney offices have reviewed and approved the utilization of this agreement for the defined parts and/or services, and concur the cooperative purchase is in the best interest of the City.

Previous Related Council Action

On June 23, 2015, City Council approved the linking agreement with Vulcan Asphalt, LLC and the expenditure of funds for road materials.

On June 10, 2014, City Council approved the expenditure of funds for materials from Mesa Materials (Vulcan Asphalt purchased the firm in August 2014).

Community Benefit/Public Involvement

Restoring road surfaces for motorists and pedestrians in a timely and cost efficient manner provides a safe environment for residents and business. Purchasing from cooperative contracts provides both competitive and optimal pricing for equipment and services.

Budget and Financial Impacts

Funding for the annual amount is available in the Water Services FY2016-17 operating budget. Annual budget appropriation thereafter is contingent upon Council approval.

Cost	Fund-Department-Account
\$100,000	2400-17290-524400, Water Distribution
	2420-17630-524400, Wastewater Collection
	2420-17630-524400, Storm Water

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CALMAT CO. DBA VULCAN MATERIALS COMPANY**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 20____, between the City of Glendale, an Arizona municipal corporation (the "City"), and Calmat Co. a Delaware company authorized to do business in Arizona dba Vulcan Materials Company ("Contractor"), collectively, the "Parties."

RECITALS

- A. On June 1, 2016, under the S.A.V.E. Cooperative Purchasing Agreement, the City of Peoria entered into a contract with Contractor to purchase the goods and services described in the Road Materials Agreement, Agreement No. ACON24016 ("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 the 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 June 1, 2016, until the date the contract expires on May 31, 2017, 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 May 31, 2021. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until May 31, 2017. The City Manager or

designee, however, may renew the term of this Agreement for (4) one-year periods until the Cooperative Purchasing Agreement expires on May 31, 2021. 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 one hundred thousand dollars (\$100,000) annually or five hundred thousand dollars (\$500,000) 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. 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 Anthony Weathersby
7070 W Northern Ave
Glendale, Arizona 85303
623-930-4108

and

Vulcan Materials Company
c/o Patti Southway
2526 E University
Phoenix, AZ 85034

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

“City”

City of Glendale, an Arizona
municipal corporation

By: _____

Kevin R. Phelps
City Manager

“Contractor”

Calmat Co., a Delaware company dba Vulcan
Materials Company

By: 

Name:
Title:

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
CALMAT CO. DBA VULCAN MATERIALS COMPANY**

EXHIBIT A

City of Peoria Agreement No. ACON24016 - Road Materials Agreement



City of Peoria, Arizona



Notice of Invitation for Bid

Invitation for Bid No: **P16-0061 (B)**

Bid Due Date: **May 26, 2016**

Materials and/or Services: **Road Materials**

Bid Due Time: **2:00 P.M. AZ Time**

Mailing Address: **City of Peoria, Materials Management
9875 N. 85th Avenue, 2nd Floor
Peoria, AZ 85345**

Contact: **Christine Finney**

Phone: **(623) 773-7115**

In accordance with City of Peoria Procurement Code competitive sealed bids for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Bids received by the correct date and time shall be publicly opened and the bid price read. Bids shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late bids will not be considered, except as provided in the City of Peoria Procurement Code. *Bids shall be submitted in a sealed envelope with the Invitation for Bid number and the bidder's name and address clearly indicated on the front of the envelope.* All bids shall be completed in ink or typewritten. Bidders are strongly encouraged to carefully read the entire Invitation for Bid Package.

OFFER

To the City of Peoria: The undersigned hereby offers and agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and amendments in the Notice of Invitation for Bid except for any written exceptions in the offer. The signature below also certifies his or her understanding and compliance with paragraph one of The City of Peoria Standard Terms and Conditions (COP Form 202).

For clarification of this offer contact:

Telephone: 602-803-9828 Fax 528-8979

Name: PATTI SOUTHWORTH Email: southworthp@VHCMAIL.COM

COLMANT Co. dba VULCAN MATERIALS [Signature]
Company Name Authorized Signature for Offer

2526 E. UNIVERSITY DOMINICK MARTINEZ
Address Printed Name

PHOENIX AZ 85034 DISTRICT SALES MANAGER
City State Zip Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is hereby accepted. The Contractor is now bound to sell the materials and/or services listed by the attached award notice based upon the solicitation, including all terms conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the City. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed Purchase Order.

Attested by: [Signature]
Rhonda Geriminsky, City Clerk

City of Peoria, Arizona Effective Date: 6-1-2016

Approved as to form: [Signature]
City Attorney



CC: ACON 24016
Contract Number

Contract Awarded Date: June 1, 2016

[Signature]
Official File Dan Zenko, Materials Manager

Copyright 2003 City of Peoria, Arizona

ACON24016.



City of Peoria, Arizona

Notice of Invitation for Bid



1. PREPARATION OF BID:

- a. All bids shall be submitted on the forms provided in this *Invitation to Bid* package. It is permissible to copy these forms if required. Telegraphic (facsimile), electronic or mailgram bids will not be considered.
- b. The Offer and Contract Award document shall be submitted with an original ink signature by a person authorized to sign the offer.
- c. Erasures, interlineations, or other modifications in the bid shall be initialed in original ink by the authorized person signing the Offer.
- d. If price is a consideration and in case of error in the extension of prices in the bid, the unit price shall govern. No bid shall be altered, amended, or withdrawn after the specified bid due date and time.
- e. Periods of time, stated as a number of days, shall be calendar days.
- f. Bid due date and time is stated as local Arizona time.
- g. It is the responsibility of all Offerors to examine the entire *Invitation For Bid* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Bid confers no right of withdrawal after bid due date and time.

2. **INQUIRIES:** Any question related to the *Invitation For Bid* shall be directed to the Buyer whose name appears as the contact on the IFB. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to an *Invitation For Bid* should refer to the appropriate *Invitation For Bid* number, page, and paragraph number. Offeror shall identify the envelope as containing questions since such an envelope may be identified as a sealed bid and may not be opened until after the official *Invitation For Bid* due date and time.

3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this *Invitation For Bid* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Invitation For Bid* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Invitation For Bid*. Oral statements or instructions will not constitute an amendment to this *Invitation For Bid*.

4. **LATE BIDS:** Late Bids will not be considered, except as provided by the City of Peoria Procurement Code. A vendor submitting a late bid shall be so notified.

5. **WITHDRAWAL OF BID:** At any time prior to the specified bid due date and time, a Vendor (or designated representative) may withdraw the bid.

6. **AMENDMENT OF BID:** Receipt of a Solicitation Amendment shall be acknowledged by signing and returning the document with the offer at the specified bid due date and time.

7. **PAYMENT:** The City will make every effort to process payment for the purchase of construction services within fourteen (14) calendar days after an approved pay request is received with a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account.

8. **VENDOR REGISTRATION:** After the award of a contract, the successful Vendor shall complete a Vendor Registration Application and submit it to the City of Peoria Materials Management Division.

9. AWARD OF CONTRACT:

- a. Unless the Offeror states otherwise, or unless provided within this *Invitation For Bid*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is determined by the Materials Manager to be most advantageous to the City.
- b. Notwithstanding any other provision of this *Invitation For Bid*, The City expressly reserves the right to:
 - i. Waive any immaterial defect or informality; or
 - ii. Reject any or all bids, or portions thereof, or
 - iii. Reissue a *Invitation For Bid*.
- c. A response to a *Invitation For Bid* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Invitation For Bid* and the written amendments thereto, if any. Bids do not become contracts unless and until they are accepted and executed by the City Council or Materials Manager. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Invitation For Bid*; unless modified by an Amendment.



STANDARD TERMS AND CONDITIONS

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-8560
Phone: (623) 773-7115
Fax: (623) 773-7118

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page the Contractor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Contractor shall not discriminate against any employee or applicant for employment.
 - c. The Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **BRIBES AND KICK-BACKS:** The General Contractor shall not by any means:
 - a. Induce any person or entity employed in the construction of the Project to give up any part of the compensation to which that person or entity is entitled;
 - b. Confer on any governmental, public or quasi-public official having any authority or influence over the Project, any payment, loan subscription, advance, deposit of money, services or anything of value, present or promised;
 - c. Offer nor accept any bribes or kick-backs in connection with the Project from or to any individual or entity, including any of its trade contractors, subcontractors, consultants, suppliers or manufacturers of Project goods and materials; or,
 - d. Without the express written permission of the Owner, call for or by exclusion require or recommend the use of any subcontractor, consultant, product, material, equipment, system, process or procedure in which the General Contractor has a direct or indirect proprietary or other pecuniary interest.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the



STANDARD TERMS AND CONDITIONS

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, price sheet(s) and any amendments thereto, and (2) the offer submitted by the Contractor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as



STANDARD TERMS AND CONDITIONS

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
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provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.

12. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.
13. **SUBCONTRACTOR / SUPPLIER CONTRACTS:** The Contractor shall enter into written contracts with its subcontractor(s) and supplier(s), if any, and those written contracts shall be consistent with this Contract for Construction. It is the intent of the Owner and the Contractor that the obligations of the Contractor's subcontractor(s) and supplier(s), if any, inure to the benefit of the Owner and the Contractor, and that the Owner be a third-party beneficiary of the Contractor's agreements with its subcontractor(s) and supplier(s).
- a. The Contractor shall make available to each subcontractor and supplier, if any, prior to the execution of written contracts with any of them, a copy of the pertinent portions of this Contract for Construction, including those portions of the Construction documents to which the subcontractor or supplier will be bound, and shall require that each subcontractor and supplier shall similarly make copies of applicable parts of such documents available to its respective subcontractor(s) and supplier(s).
 - b. The Contractor shall engage each of its subcontractor(s) and supplier(s) with written contracts which preserve and protect the rights of the Owner and include the acknowledgment and agreement of each subcontractor or supplier that the Owner is a third-party beneficiary of the contract. The Contractor's agreements with its subcontractor(s) and supplier(s) shall require that in the event of default under, or termination of, this Contract for Construction, and upon request of the Owner, the Contractor's subcontractor(s) and supplier(s) will perform services for the Owner.
 - c. The Contractor shall include in its agreements with its subcontractor(s) and supplier(s) a provision which contains the acknowledgment and agreement of the subcontractor or supplier that it has received and reviewed the applicable terms, conditions and requirements of this Contract for Construction that are included by reference in its written contract with the Contractor, and that it will abide by those terms, conditions and requirements.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses and costs, including reasonable attorney fees and court costs, but only to the extent caused by the negligence, recklessness or intentional wrongful conduct of the Contractor in the performance of the contract. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without



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its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above..
20. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
21. **INSPECTION:** All material and/or services are subject to inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all of the following:
 - a. Waive the non-conformance.
 - b. Stop the work immediately.
 - c. Bring material into compliance.

This shall be accomplished by a written determination from the City.



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22. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
23. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
24. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
25. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
26. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
27. **LICENSES:** Contractor shall have at the time of bid submittal, and shall maintain in current status, all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract. The conclusion of the issuing authority in each case is to be deemed conclusive for the purposes of complying with this provision. By submitting a bid for this public contract, you agree that, with respect to the contract, substantial compliance does not meet the minimum requirements of this or any provision hereof, or of any applicable law or other authority, and that strict compliance alone is adequate to meet those requirements, unless the City consents to such substantial compliance in writing at the time of bid submittal. The determination shall be made by the City.
28. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
29. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
30. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
31. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 20 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.
32. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
33. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award
34. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.



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35. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.
36. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.
37. **PROHIBITED POLITICAL CONTRIBUTIONS:** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.



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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for Road Materials.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for sixty (60) days after the opening time and date.
4. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the Invitation For Bid.
5. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the use of all City of Peoria departments, agencies and boards.
6. **Cooperative Purchasing:** While this contract is for the City of Peoria, other public agencies and political subdivisions may express interest in utilizing the contract. In addition to the City of Peoria, and with approval of the contractor, this contract may be extended for use by other eligible public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State). Eligible public agencies may elect to utilize the contract through cooperative purchasing (or piggybacking) on the contract and do so at their discretion. No volume is implied or guaranteed, and the contractor must be in agreement with the cooperative transaction. The Strategic Alliance for Volume Expenditures (SAVE), a group of school districts and other public agencies, have signed an intergovernmental cooperative purchase agreement to obtain economies of scale. As a member of SAVE, the City of Peoria will act as the lead agency. Any such usage by other participating public agencies must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective public agency. Potential participating public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State) recognize potential equipment, logistical and capacity limitations by the contractor may limit the contractor's ability to extend use of this contract. Any orders placed to the contractor will be placed by the specific public agency participating in this purchase, and payment for purchases made under this agreement will be the sole responsibility of each participating public agency. The City of Peoria shall not be responsible for any disputes arising out of transactions made by others.
7. **Contract Type:** Fixed Price
8. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
9. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.
10. **Price Adjustment:** The City of Peoria, Materials Management Division will review fully documented requests for price increases after the contract has been in effect for 365 days. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly effect the price of the item concerned. The City of Peoria, Materials Management Division will determine whether the requested price increase, or an alternative option, is in the best interest of the City. The contractor shall likewise offer any published price reduction to the City concurrent with its announcement to other customers. Advanced 30 day written notification by the contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the City of Peoria, Materials Management Division. A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
11. **Interpretation of Plans, Specifications and Drawings:** If any person contemplating submitting a bid for the proposed



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Contract is in doubt as to the true meaning of any part of the Plans, Specifications or other proposed Contract Documents, or finds discrepancies in, or omissions from the Drawings or Specifications, he may, no later than five (5) days prior to the representative bid opening, submit to the City Engineer or his authorized representative a written request for an interpretation or correction thereof. Any interpretations or corrections of the proposed documents will be made only by Amendment duly issued and a copy of each such will be mailed or delivered to each person receiving a set of such documents. The City of Peoria will not be responsible for any other explanations or interpretations of the proposed documents.

12. **Conditions of Work:** Each Bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve the Contractor of his obligation to furnish all material and labor necessary to carry out the provisions of this Contract. Insofar as possible the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.
13. **Affirmative Action:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.
14. **Approval of Substitutions:** The materials, products, and equipment described in the Documents and Addenda establish a standard or required function, dimension, appearance, and quality to be met by any proposed substitution. No substitute will be considered unless written request for approval has been received by the City or its representative at least ten (10) days prior to the scheduled closing time for receipt of bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including any drawings, cuts, performance, and test data and any other information necessary for evaluation of the substitute. If a substitute is approved, the approval shall be acknowledged in writing. Bidder shall not consider approvals made in any other manner. All requests for approval of substitutions must be submitted by Prime Contractor.
15. **Use of Equals:** When the specifications for materials, articles, products, and equipment state "or equal", Contractor may bid upon, and use materials, articles, products, and equipment which will perform equally the duties imposed by the general design. The City Engineering Division will have the final approval of all materials, articles, products, and equipment proposed to be used as an "equal." It shall not be purchased or installed without prior written approval from the City or its representative. All requests for approval of equals must be submitted by Prime Contractor.

Approvals for "equals," before bid opening, may be requested in writing to the City Engineering Division for approval. Requests must be received at least ten (10) days prior to the date set for opening of the Bid. The request shall state the name of the material, article, product, or equipment for which the item is sought to be considered and equal and a complete description of the proposed equal including any drawings, cuts, performance specifications, test data and any other information necessary for approval of the equal. All approvals will be issued in writing. All requests for approval of equals must be submitted by Prime Contractor.

16. Independent Contractor:

a. General

- i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City of Peoria.
- ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

- i. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.



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- ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

c. Other Benefits

The Contractor is an independent contractor, therefore, the City will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.

17. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

- a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
- b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

18. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed to do business in the State of Arizona with policies and forms satisfactory to the City.

All required herein shall be maintained in full force and effect until all work required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole direction of the City, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance, and any insurance or self insurance maintained by the City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's work or service.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and



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unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

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

19. Required Insurance Coverage:

a. General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products and Completed Operations Aggregate and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract, which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011207 or any replacement thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s, Additional Insured, Form B, CG 20370704, and shall include coverage for Contractor's operations and products and completed operations.

Any Contractor subletting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Work or Contractor's operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

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

20. **Certificates of Insurance:** Prior to commencing Services under this Contract, Contractor shall furnish the City with Certificates of Insurance (naming the City as additionally insured), and formal endorsements as required by the Contract,



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issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance required by this Contract shall be identified with a bid serial number and title. A \$25.00 administrative fee shall be assessed for all Certificates received without the appropriate bid serial number and title.

21. **City of Peoria Business License:** Peoria City Code requires that all persons conducting business in the City of Peoria must first obtain a license. This includes businesses within the Peoria city limits, or those outside the limits who conduct business or perform services within Peoria. For business license questions or to obtain a license, please contact the City of Peoria Sales Tax & License Division at (623) 773-7160 or via email at salestax@peoriaAZ.gov.
22. **Estimated Quantities:** The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor.
23. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to deliver the material and/or service.

Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
24. **Invoices:** The Contractor shall submit invoices to the City of Peoria Accounts Payable Department, 8401 W. Monroe St, Peoria AZ 85345. Invoices may also be submitted electronically to accountspayable@peoriaaz.gov.
25. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.
26. **Current Products:** All products offered in response to this solicitation shall be new and in current and ongoing production shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.
27. **Product Discontinuance:** The City may award contracts for particular products and/or models of equipment as a result of this solicitation. In the event that a product or model is discontinued by the manufacturer, the City at its sole discretion may allow the contractor to provide a substitute for the discontinued item. The contractor shall request permission to substitute a new product or model and provide the following:
 - a. A formal announcement from the manufacturer that the product or model has been discontinued.
 - b. Documentation from the manufacturer that names the replacement product or model.
 - c. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P16-0061

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

- d. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
 - e. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.
28. **Inventory:** The City of Peoria has an ongoing requirement for the material indicated in this solicitation. It is an express condition of any award that a contractor shall maintain a reasonable stock on hand for delivery to the requesting agency. Failure to maintain such a stock may result in cancellation.
29. **Brand Names:** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to establish the quality, design or performance which is desired. Any offer which proposes like quality, design or performance will be considered.
30. **Safety Standards:** All items supplied on this contract shall comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.
31. **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor.
32. **Contract Termination:** Any contract entered into as a result of this Solicitation is for the convenience of the City and as such, may be terminated without default by the City by providing a written thirty (30) day notice of termination.
33. **Contract Default:** The City, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances:
- a. If the contractor fails to make delivery of the materials/supplies or to perform the services within elements of the project schedule or the time specified; or
 - b. If the contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
34. **Contract Default/Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:
- a. The contractor provides material that does not meet the specifications of the contract;
 - b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
 - c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
 - d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.
- Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:
- a. Cancel any contract;
 - b. Reserve all rights or claims to damage for breach of any covenants of the contract;



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P16-0061

Materials Management
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- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;
 - d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
 - i. Deduction from an unpaid balance;
 - ii. Any combination of the above or any other remedies as provided by law.
35. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:
- a. Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.
 - b. Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves the right to restrict the use of any non-secure websites under this contract.
 - c. Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contracts retention requirements.
 - d. Ensure that office computers are password protected and that computer screens lock after a set period of time.
 - e. Ensure that offices and workspaces containing customer information are secure.
 - f. Ensure that computer virus protection is up to date.
36. **Protest Policy and Procedures:** The City of Peoria protest policy and procedures are available for review at the following public websites and as per ARS 34-603.C.2(f).
- a. The City of Peoria Protest Policy and Procedures are available online at <http://www.peoriaaz.gov/newsecondary.aspx?id=2071>.
The policy is contained within the City of Peoria Procurement Code, Chapter 2- Administration, section 2-321. Procurement Code Protests; Informal and Formal.
 - b. The specific protest procedures are contained in the Materials Management "Procurement Administrative Guidelines" and can be accessed at <http://www.peoriaaz.gov/NewSecondary.aspx?id=54937> in the "Downloads" box on the right side of the web page.



SPECIFICATIONS

Solicitation Number: P16-0061

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

I. PURPOSE: The City of Peoria is soliciting bids to provide for the continuous purchase and delivery (or will-call pickup) of road materials including hot mix asphalt, ABC, slurry sand, 1/2 sack slurry and no slack slurry. City of Peoria road materials are anticipated to total approximately \$270,000 annually.

A. Base Materials for Stockpile at City Yard and Special Projects:

1. The materials required by the City shall be as follows:

- a. ABC crushed aggregate per M.A.G. Specifications, Sections 702 .
- b. Concrete Sand per M.A.G. per M.A.G. Specifications, Section 701 and ASTM C33
- c. Slurry Sand Types 1, 2 and 3 per M.A.G. Specifications, Section 715
- d. 1" - 3" Track out Rock per M.A.G. Specifications, Section 701
- e. 1", 1/2", and 3/8" washed sand per per M.A.G. Specifications, Section 701 and ASTM D448
- f. 1/2 sack slurry per M.A.G. Specifications, Section 728
- g. No sack slurry per M.A.G. Specifications, Section 728

2. Stockpile:

- a. Delivery location for Stockpile shall be:

Public Services Yard
8850 N. 79th Avenue
Peoria, Arizona 85345

- b. Pricing for Stockpile shall include delivery and unloading charges.

3. Special Projects:

- a. Delivery for Special Projects shall be:

- On-site within Peoria City Limits
- Notification of delivery upon order

- b. Materials shall be unloaded only in selected locations approved by the City.

- c. Contractor shall provide pricing for Special Projects delivery, unloading and standby as specified on the Price Sheet.



SPECIFICATIONS

Solicitation Number: P16-0061

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

B. Asphalt and Asphalt with Cement for Street Repair:

1. **Asphalt Mix:** Contractors for use on City of Peoria projects shall use the following set of asphalt mix designs: M.A.G. specification Section 710 and, or City of Phoenix Supplement 710 to the M.A.G. Uniform Standard Specification for Public Works.
2. **Will-Call Requirement by City for Approved Mixes:** Material shall be available for pick up on a daily basis on regular workdays, Monday through Friday, excluding holidays.
 - a. Asphalt shall be available for pick-up during normal working hours of Monday through Friday, 6:00 A.M. to 4:00 P.M.
 - b. Asphalt provided shall be per M.A.G. specifications section 701.3.1
 - c. Location of plant shall not exceed twenty (20) miles in any one-direction from the location of 79th Avenue and Olive, Peoria, Arizona.
 - d. When City picks up new material, contractor shall accept the City's used load of roadway materials for recycling, at no additional charge to the City.
3. **Delivery Requirement by City for Approved Mixes:** Material shall be delivered as required on a daily basis on regular workdays, Monday through Friday, excluding holidays.
 - a. Asphalt shall be available for delivery during normal working hours of Monday through Friday, 6:00 A.M. to 4:00 P.M.
 - b. Asphalt provided shall be per M.A.G. specifications section 701.3.1
 - c. When delivery is required, the City shall notify the Contractor of the location at the time of the order. All deliveries shall be within Peoria City Limits.
 - d. Materials shall be unloaded only in selected locations approved by the City.
 - e. Contractor shall provide pricing for delivery, unloading and standby as specified on the Price Sheet.
4. **Sample Test:** Should the City have a question on a possible batch of faulty mix, the vendor shall perform a sample test at no additional cost to the City. Test results shall be provided to the City in a reasonable time frame.
5. **Off-Hour Requirements - Optional**
 - a. Upon 24 hours notification, contractor shall open plant and furnish hot mix on a pickup basis after normal business hour (evenings and nights) or on weekends.
 - b. Contractor shall provide pricing for plant opening and price differential as specified on the Price Sheet.



SUBMITTAL REQUIREMENTS

Solicitation Number: P16-0061

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

- I. Contact:** All questions regarding the solicitation should be sent in writing via email to the purchasing agent. Questions must be submitted within forty eight (48) hours prior to bid closing.

The designated purchasing agent for this solicitation is:

Christine Finney, Contract Officer
Phone (623) 773-7531
Email Christine.finney@peoriaaz.gov

Contact with City staff, other than the designated contact person indicated in the IFB, regarding this solicitation is strictly prohibited during the bidding process.

- II. Bid Due Date and Time:** Bids are due **May 26, 2016, no later than 2:00pm (Arizona Time)** and shall be delivered in a sealed envelope or package and marked as follows:

Company Name
IFB #: P16-0061, Road Materials
Attn: Christine Finney, Contract Officer

- III. Bid Submittal Location:** Bids shall be submitted to the following location by mail or in person (no fax or electronic submittals):

City of Peoria Materials Management
9875 N. 85th Avenue – 2nd Floor
Peoria, Arizona 85345



PRICE SHEET

Solicitation Number: P16-0061

Materials Management
Procurement
 9875 N. 85th Ave., 2nd Fl.
 Peoria, Arizona 85345-6560
 Phone: (623) 773-7115
 Fax: (623) 773-7118

Company Name: Calmat Company dba Vulcan Materials

Item	Description of material and/or services	Qty	Unit	Unit Price	Extended Price
	<i>Per Specifications (One Year Estimated Quantity)</i>				
I.	Base Material				
	ABC	500	Ton	\$ 5.50	\$ 2750.00
	Concrete Sand	200	Ton	\$ 10.00	\$ 2000.00
	Slurry Sand Types 1,2 and 3	200	Ton	\$ 19.00	\$ 3800.00
	1"-3" Track Out Rock	100	Ton	\$ 10.50	\$ 1050.00
	1", 1/2" & 3/8" Washed Sand	200	Ton	\$ 10.00	\$ 2000.00
	12 Sack Slurry M.A.G. ABC	100	CUYD	\$ no bid	\$ no bid
	No Sack Slurry M.A.G. ABC	100	CUYD	\$ no bid	\$ no bid
	Section "I" Subtotal				\$ 11,600.00
II.	Base Material Delivery Charges				
	ABC, Concrete Sand, Washed Sand or Track Out Rock - Less than 20 Tons	1	Job	\$ 187.00	
	ABC, Concrete Sand, Washed Sand or Track Out Rock - 20 to less than 40 Tons	1	Job	\$ 340.00	
	ABC, Concrete Sand, Washed Sand or Track Out Rock - 40 to less than 60 Tons	1	Job	\$ 510.00	
	ABC, Concrete Sand, Washed Sand or Track Out Rock - 60 to less than 80 Tons	1	Job	\$ 680.00	
	ABC, Concrete Sand, Washed Sand or Track Out Rock - 80 to less than 100 Tons	1	Job	\$ 850.00	
	Minimum Load for Delivery <u>22 tons</u>				
	Base Material Delivery Charges				
	Slurry - Less than 2 Yards	1	Job	\$ No bid	
	Slurry - 2 to less than 4 Yards	1	Job	\$ No bid	
	Slurry - 4 to less than 7 Yards	1	Job	\$ No bid	
	Slurry - 7 to less than 10 Yards	1	Job	\$ No bid	
	Slurry - 10 to less than 15 Yards	1	Job	\$ No bid	
	Slurry - 15 to less than 20 Yards	1	Job	\$ No bid	
	Slurry - 20 to less than 30 Yards	1	Job	\$ No bid	
	Slurry - 30 to less than 40 Yards	1	Job	\$ No bid	
	Slurry - 40 to less than 50 Yards	1	Job	\$ No bid	
	Standby Time - Flat hourly charge		Hour	\$ No bid	
	Minimum Load for Delivery _____				



PRICE SHEET

Solicitation Number: P16-0061

Materials Management
Procurement
 9875 N. 85th Ave., 2nd Fl.
 Peoria, Arizona 85345-6560
 Phone: (623) 773-7115
 Fax: (623) 773-7118

Company Name: Calmat Company dba Vulcan Materials

Item	Description of material and/or services	Qty	Unit	Unit Price	Extended Price
	Asphalt Per Specifications				
	3/8" M.A.G. High Volume Traffic Hot Mix Asphalt	200	Ton	\$ 72.00	\$ 14,400.00
	1/2" M.A.G. High Volume Traffic Hot Mix Asphalt	200	Ton	\$ 63.00	\$ 12,600.00
	3/4" M.A.G. High Volume Traffic Hot Mix Asphalt	200	Ton	\$ 63.00	\$ 12,600.00
	1/2" City of Phoenix D High Volume Traffic Hot Mix Asphalt	500	Ton	\$ 63.00	\$ 31,500.00
	3/4" City of Phoenix C High Volume Traffic Hot Mix Asphalt	1000	Ton	\$ 63.00	\$ 63,000.00
	3/8" M.A.G. Low Volume Traffic Hot Mix Asphalt	200	Ton	\$ 72.00	\$ 14,400.00
	1/2" M.A.G. Low Volume Traffic Hot Mix Asphalt	200	Ton	\$ 63.50	\$ 12,700.00
	3/4" M.A.G. low Volume Traffic Hot Mix Asphalt	200	Ton	\$ 63.50	\$ 12,700.00
	1/2" City of Phoenix D Low Volume Traffic Hot Mix Asphalt	1500	Ton	\$ 63.50	\$ 95,250.00
	3/4" City of Phoenix C Low Volume Traffic Hot Mix Asphalt	500	Ton	\$ 63.50	\$ 31,750.00
	1/2" M.A.G. Parking Lot Hot Mix Asphalt	200	Ton	\$ 63.50	\$ 12,700.00
	Cold Mix Asphalt	200	Ton	\$ 90.00	\$ 18,000.00
	Section "II" Subtotal				\$ 331,600.00
III.	Hot Mix Asphalt Delivery Charges				
	Hot Mix Asphalt - Less than 20 Tons	1	Job	\$ 200.00	
	Hot Mix Asphalt - 20 to less than 40 Tons	1	Job	\$ 400.00	
	Hot Mix Asphalt - 40 to less than 60 Tons	1	Job	\$ 600.00	
	Hot Mix Asphalt - 60 to less than 80 Tons	1	Job	\$ 800.00	
	Hot Mix Asphalt - 80 to less than 100 Tons	1	Job	\$ 1000.00	
	Hot Mix Asphalt - 100 to less than 120 Tons	1	Job	\$ 1200.00	
	Hot Mix Asphalt - 120 to less than 140 Tons	1	Job	\$ 1400.00	
	Hot Mix Asphalt - 140 to less than 160 Tons	1	Job	\$ 1600.00	
	Hot Mix Asphalt - 160 to less than 180 Tons	1	Job	\$ 1800.00	
	Hot Mix Asphalt - 180 to less than 200 Tons	1	Job	\$ 2000.00	
	Hot Mix Asphalt - 200 to less than 220 Tons	1	Job	\$ 2200.00	
	Hot Mix Asphalt - 220 to less than 240 Tons	1	Job	\$ 2400.00	
	Hot Mix Asphalt - 240 to less than 260 Tons	1	Job	\$ 2600.00	
	Hot Mix Asphalt - 260 to less than 280 Tons	1	Job	\$ 2800.00	
	Hot Mix Asphalt - 280 to less than 300 Tons	1	Job	\$ 3000.00	
	Standby Time	1	Hour	\$ 87.50	
	Minimum Load for Delivery <u>22 tons</u>				



PRICE SHEET

Solicitation Number: P16-0061

**Materials Management
Procurement**
 9875 N. 85th Ave., 2nd Fl.
 Peoria, Arizona 85345-6560
 Phone: (623) 773-7115
 Fax: (623) 773-7118

Contract Name: Calmat Company dba Vulcan Materials

Item	Description of material and/or services	Qty	Unit	Unit Price	Extended Price
	Off-Hour Requirements - Optional				
	Plant Opening Charge - with 24 hour notice				
	Hot Mix Asphalt - Less than 20 Tons	1	Job	\$ 1000.00	
	Hot Mix Asphalt - 20 to less than 40 Tons	1	Job	\$ 1000.00	
	Hot Mix Asphalt - 40 to less than 60 Tons	1	Job	\$ 1000.00	
	Hot Mix Asphalt - 60 to less than 80 Tons	1	Job	\$ 1000.00	
	Hot Mix Asphalt - 80 to less than 100 Tons	1	Job	\$ 1000.00	
	Hot Mix Asphalt - 100 to less than 120 Tons	1	Job	\$ 1000.00	
	Hot Mix Asphalt - 120 to less than 140 Tons	1	Job	\$ 1000.00	
	Hot Mix Asphalt - 140 to less than 160 Tons	1	Job	\$ 1000.00	
	Hot Mix Asphalt - 160 to less than 180 Tons	1	Job	\$ 1000.00	
	Hot Mix Asphalt - 180 to less than 200 Tons	1	Job	\$ 1000.00	
	Hot Mix Asphalt - Over 200 Tons	1	Job	\$ 1000.00	
	Weekend/Overtime product price differential per Ton	1	Ton	\$ no bid	
	Subtotal I & II:				\$ 343,200.00
	Tax Rate * 9.3 % Taxes:				\$ 31,917.60
	Grand Total:				\$ 375,117.60
	City of Peoria requires delivery within twenty-four (24) hours A.R.O.				
	Bidder offers delivery within <u>24</u> hours A.R.O.				
	Does availability depend on what mix a particular plant is producing at the time? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				



QUESTIONNAIRE

Materials Management Procurement

Solicitation Number: P16-0064

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Please list a minimum of three (3) references whom the Materials Management Division may contact:

1. Company: CITY OF PHOENIX
Contact: JOSE LUISE ROSAS
Address: 251 WEST WASHINGTON, 8th FLOOR
PHOENIX, AZ. 85003
Phone: 602-252-4753
Email: JOSE.LUIS.ROSAS@PHOENIX.GOV
Type of Work: ASPHALT MATERIAL

2. Company: CITY OF MESA
Contact: ANGELLA BENNETT
Address: 20 EAST MAIN ST., SUITE 400
MESA, AZ. 85211
Phone: 480-644-2301
Email: WWW.MESA.GOV
Type of Work: ASPHALT MATERIAL

3. Company: MARICOPA COUNTY
Contact: LEON ADAIR
Address: 2919 W. DURANGO
PHOENIX, AZ. 85009
Phone: 602-506-8673
Email: LEONADAIR@mail.maricopa.gov
Type of Work: ASPHALT MATERIAL



QUESTIONNAIRE

Materials Management Procurement

Solicitation Number: P16-0064

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Bidder acknowledges that NO changes to the City's Insurance Requirements, Indemnification and Document Use requirements will be granted, and that any changes or modifications requested may result in the offeror's proposal being rejected.

Yes No *If no, give reason below*

Bidder acknowledges acceptance of the City of Peoria's Standard Terms and Conditions and Special Terms and Conditions and takes no exceptions.

Yes No *If no, give reason below*



QUESTIONNAIRE

Solicitation Number: P16-0064

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes _____, No .

If yes, please provide details and documentation of the certification.

Asphalt Plant and Location

* Tax by Plant						
Location Name	Address	City	State	Zip	Codax Rate	Rate
19th Ave Plant	3640 South 19th Avenue	Phoenix	Arizona	85009	8.3	
Gomez Batch Plant	5150 South 27th Ave	Phoenix	Arizona	85041	6.3	
Sun City	14521 North 115th Ave	El Mirage	Arizona	85335	9.3	
West 43rd Plant	4850 South 47th Avenue	Phoenix	Arizona	85339	6.3	
West Broadway Plant	7845 West Broadway Rd	Phoenix	Arizona	85043	6.3	

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CALMAT CO. DBA VULCAN MATERIALS COMPANY**

**EXHIBIT B
Scope of Work**

PROJECT

Purchase and delivery of road materials on an as needed basis.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CALMAT CO. DBA VULCAN MATERIALS COMPANY**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method and amount of compensation is based on the City of Peoria ACON24016 Road Materials contract.

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 \$70,000 annually or \$350,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

See attached Exhibit C.



PRICE SHEET

Solicitation Number: P16-0061

Materials Management
Procurement
 9875 N. 86th Ave., 2nd Fl.
 Peoria, Arizona 85345-6560
 Phone: (623) 773-7115
 Fax: (623) 773-7118

Company Name: Calmat Company dba Vulcan Materials

Item	Description of material and/or services	Qty	Unit	Unit Price	Extended Price
	<i>Per Specifications (One Year Estimated Quantity)</i>				
I.	Base Material				
	ABC	500	Ton	\$ 5.50	\$ 2750.00
	Concrete Sand	200	Ton	\$ 10.00	\$ 2000.00
	Slurry Sand Types 1,2 and 3	200	Ton	\$ 19.00	\$ 3800.00
	1"-3" Track Out Rock	100	Ton	\$ 10.50	\$ 1050.00
	1", 1/2" & 3/8" Washed Sand	200	Ton	\$ 10.00	\$ 2000.00
	12 Sack Slurry M.A.G. ABC	100	CUYD	\$ no bid	\$ no bid
	No Sack Slurry M.A.G. ABC	100	CUYD	\$ no bid	\$ no bid
	Section "I" Subtotal				\$ 11,600.00
II.	Base Material Delivery Charges				
	ABC, Concrete Sand, Washed Sand or Track Out Rock - Less than 20 Tons	1	Job	\$ 187.00	
	ABC, Concrete Sand, Washed Sand or Track Out Rock - 20 to less than 40 Tons	1	Job	\$ 340.00	
	ABC, Concrete Sand, Washed Sand or Track Out Rock - 40 to less than 60 Tons	1	Job	\$ 510.00	
	ABC, Concrete Sand, Washed Sand or Track Out Rock - 60 to less than 80 Tons	1	Job	\$ 680.00	
	ABC, Concrete Sand, Washed Sand or Track Out Rock - 80 to less than 100 Tons	1	Job	\$ 850.00	
	Minimum Load for Delivery <u>22 tons</u>				
	Base Material Delivery Charges				
	Slurry - Less than 2 Yards	1	Job	\$ No bid	
	Slurry - 2 to less than 4 Yards	1	Job	\$ No bid	
	Slurry - 4 to less than 7 Yards	1	Job	\$ No bid	
	Slurry - 7 to less than 10 Yards	1	Job	\$ No bid	
	Slurry - 10 to less than 15 Yards	1	Job	\$ No bid	
	Slurry - 15 to less than 20 Yards	1	Job	\$ No bid	
	Slurry - 20 to less than 30 Yards	1	Job	\$ No bid	
	Slurry - 30 to less than 40 Yards	1	Job	\$ No bid	
	Slurry - 40 to less than 50 Yards	1	Job	\$ No bid	
	Standby Time - Flat hourly charge		Hour	\$ No bid	
	Minimum Load for Delivery _____				



PRICE SHEET

Solicitation Number: P16-0061

Materials Management
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 9875 N. 85th Ave., 2nd Fl.
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 Phone: (623) 773-7115
 Fax: (623) 773-7118

Company Name: Calmat Company dba Vulcan Materials

Item	Description of material and/or services	Qty	Unit	Unit Price	Extended Price
	Asphalt Per Specifications				
	3/8" M.A.G. High Volume Traffic Hot Mix Asphalt	200	Too	\$ 72.00	\$ 14,400.00
	1/2" M.A.G. High Volume Traffic Hot Mix Asphalt	200	Too	\$ 63.00	\$ 12,600.00
	3/4" M.A.G. High Volume Traffic Hot Mix Asphalt	200	Too	\$ 63.00	\$ 12,600.00
	1/2" City of Phoenix D High Volume Traffic Hot Mix Asphalt	500	Too	\$ 63.00	\$ 31,500.00
	3/4" City of Phoenix C High Volume Traffic Hot Mix Asphalt	1000	Too	\$ 63.00	\$ 63,000.00
	3/8" M.A.G. Low Volume Traffic Hot Mix Asphalt	200	Too	\$ 72.00	\$ 14,400.00
	1/2" M.A.G. Low Volume Traffic Hot Mix Asphalt	200	Too	\$ 63.50	\$ 12,700.00
	3/4" M.A.G. Low Volume Traffic Hot Mix Asphalt	200	Too	\$ 63.50	\$ 12,700.00
	1/2" City of Phoenix D Low Volume Traffic Hot Mix Asphalt	1500	Too	\$ 63.50	\$ 95,250.00
	3/4" City of Phoenix C Low Volume Traffic Hot Mix Asphalt	500	Too	\$ 63.50	\$ 31,750.00
	1/2" M.A.G. Parking Lot Hot Mix Asphalt	200	Too	\$ 63.50	\$ 12,700.00
	Cold Mix Asphalt	200	Too	\$ 90.00	\$ 18,000.00
	Section "II" Subtotal				\$ 331,600.00
III.	Hot Mix Asphalt Delivery Charges				
	Hot Mix Asphalt - Less than 20 Tons	1	Job	\$ 200.00	
	Hot Mix Asphalt - 20 to less than 40 Tons	1	Job	\$ 400.00	
	Hot Mix Asphalt - 40 to less than 60 Tons	1	Job	\$ 600.00	
	Hot Mix Asphalt - 60 to less than 80 Tons	1	Job	\$ 800.00	
	Hot Mix Asphalt - 80 to less than 100 Tons	1	Job	\$ 1000.00	
	Hot Mix Asphalt - 100 to less than 120 Tons	1	Job	\$ 1200.00	
	Hot Mix Asphalt - 120 to less than 140 Tons	1	Job	\$ 1400.00	
	Hot Mix Asphalt - 140 to less than 160 Tons	1	Job	\$ 1600.00	
	Hot Mix Asphalt - 160 to less than 180 Tons	1	Job	\$ 1800.00	
	Hot Mix Asphalt - 180 to less than 200 Tons	1	Job	\$ 2000.00	
	Hot Mix Asphalt - 200 to less than 220 Tons	1	Job	\$ 2200.00	
	Hot Mix Asphalt - 220 to less than 240 Tons	1	Job	\$ 2400.00	
	Hot Mix Asphalt - 240 to less than 260 Tons	1	Job	\$ 2600.00	
	Hot Mix Asphalt - 260 to less than 280 Tons	1	Job	\$ 2800.00	
	Hot Mix Asphalt - 280 to less than 300 Tons	1	Job	\$ 3000.00	
	Standby Time	1	Hour	\$ 87.50	
	Minimum Load for Delivery <u>22 tons</u>				



PRICE SHEET

Solicitation Number: P16-0061

**Materials Management
Procurement**
 9875 N. 85th Ave., 2nd Fl.
 Peoria, Arizona 85345-8560
 Phone: (623) 773-7115
 Fax: (623) 773-7118

Contract Name: Calmat Company dba Vulcan Materials

Item	Description of material and/or services	Qty	Unit	Unit Price	Extended Price
	Off-Hour Requirements - Optional				
	Plant Opening Charge - with 24 hour notice				
	Hot Mix Asphalt - Less than 20 Tons	1	Job	\$ 1000.00	
	Hot Mix Asphalt - 20 to less than 40 Tons	1	Job	\$ 1000.00	
	Hot Mix Asphalt - 40 to less than 60 Tons	1	Job	\$ 1000.00	
	Hot Mix Asphalt - 60 to less than 80 Tons	1	Job	\$ 1000.00	
	Hot Mix Asphalt - 80 to less than 100 Tons	1	Job	\$ 1000.00	
	Hot Mix Asphalt - 100 to less than 120 Tons	1	Job	\$ 1000.00	
	Hot Mix Asphalt - 120 to less than 140 Tons	1	Job	\$ 1000.00	
	Hot Mix Asphalt - 140 to less than 160 Tons	1	Job	\$ 1000.00	
	Hot Mix Asphalt - 160 to less than 180 Tons	1	Job	\$ 1000.00	
	Hot Mix Asphalt - 180 to less than 200 Tons	1	Job	\$ 1000.00	
	Hot Mix Asphalt - Over 200 Tons	1	Job	\$ 1000.00	
	Weekend/Overtime product price differential per Ton	1	Ton	\$ no bid	
	Subtotal I & II:				\$ 343,200.00
	Tax Rate * 9.3% Taxes:				\$ 31,917.60
	Grand Total:				\$ 375,117.60
	<p>City of Peoria requires delivery within twenty-four (24) hours A.R.O.</p> <p>Bidder offers delivery within <u> 24 </u> hours A.R.O.</p> <p>Does availability depend on what mix a particular plant is producing at the time? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>				



Legislation Description

File #: 16-358, Version: 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH FISHER SCIENTIFIC COMPANY, LLC, AND APPROVE THE EXPENDITURE OF FUNDS FOR LABORATORY EQUIPMENT AND TESTING SUPPLIES

Staff Contact: Craig Johnson, P.E., Director, Water Services

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a linking agreement with Fisher Scientific Company, LLC (Fisher), for the purchase of laboratory equipment and testing supplies (supplies) and approve expenditure of funds in an amount not to exceed \$50,000 for the initial term; and authorize the City Manager, at his discretion, to extend the agreement for four additional one-year terms, in an amount not to exceed \$250,000 for the entire term of the agreement. This cooperative purchase is available through an agreement between the State of Arizona and Fisher, contract NASPO MA 16000234-1, and can be extended through April 1, 2021.

Background

The Water Services Department provides safe and reliable water and wastewater services for City of Glendale residents and businesses. To provide this level of service and assure compliance to Federal and Arizona environmental permits, the Water Quality laboratory collects water, wastewater, and storm water samples and performs some 25,000 tests each year. Performing these tests require equipment, parts, testing reagents, and supplies.

Analysis

Cooperative purchasing allows counties, municipalities, schools, colleges, and universities in Arizona to use a contract that has been competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts, and provides the opportunity to take advantage of volume pricing. The Glendale City code authorizes cooperative purchases when the solicitation process utilized complies with the intent of Glendale's procurement processes. The cooperative purchase is compliant with Chapter 2, article V, Division 2, Section 2-149 of the Glendale City Code, per review by Materials Management.

On June 8, 2016, State of Arizona entered into an agreement, contract NASPO MA 16000234-1, with Fisher for supplies. The agreement permits its cooperative use by other governmental agencies. The City of Glendale Materials Management and the City Attorney offices have reviewed and approved the utilization of this agreement for the defined parts and/or services, and concur the cooperative purchase is in the best interest of the City.

Community Benefit/Public Involvement

Laboratory testing is essential to providing treated water and treatment of wastewater and storm water that meets all federal, state and local regulations. Purchasing from cooperative contracts provides both competitive and optimal pricing for equipment and services.

Budget and Financial Impacts

Funding for the annual amount is available in the Water Services FY2016-17 operating budget. Annual budget appropriation thereafter is contingent upon Council approval.

Cost	Fund-Department-Account
\$50,000	2360-17420-524400, Water Quality
	2360-17160-524400, West Area Water Reclamation Facility
	2360-17170-524400, Arrowhead Water Reclamation Facility
	2420-17610-524400, Pretreatment Program
	2420-17699-524400, Storm Water

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
FISHER SCIENTIFIC COMPANY, LLC**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 20____, between the City of Glendale, an Arizona municipal corporation (the "City"), and Fisher Scientific Company, LLC, a Pennsylvania limited liability company ("Contractor"), collectively, the "Parties."

RECITALS

- A. On June 15, 2016, under the Arizona State Purchasing Cooperative Agreement, the State of Arizona entered into a contract with Contractor to purchase the goods and services described in the Laboratory Equipment and Supplies Agreement, Agreement No. NASPO MA 16000234-1 ("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 the 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 June 8, 2016, until the date the contract expires on April 1 2017, 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 April 1, 2021. The initial period of this Agreement, therefore, is the period

from the Effective Date of this Agreement until April 1, 2017. The City Manager or designee, however, may renew the term of this Agreement for four (4) one (1) year periods until the Cooperative Purchasing Agreement expires on April 1, 2021. 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 fifty thousand dollars (\$50,000) annually or two hundred fifty thousand dollars (\$250,000) for the entire term of the Agreement (initial term plus any renewals). If the purchase price for supplies and/or services purchasing under this agreement are projected to exceed fifty thousand dollars (\$50,000) annually or two hundred fifty thousand dollars (\$250,000) for the entire term of the Agreement (initial terms plus any renewals), then the City will execute a modification to the Linking Agreement to increase this amount appropriately.

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 Israel Boycott. The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.
9. 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 Anthony Weathersby
7070 W Northern Ave
Glendale, Arizona 85303
623-930-4108

and

Fisher Scientific Company, LLC
c/o David Holden
300 Industry Drive
Pittsburgh, PA 15275

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

“City”

City of Glendale, an Arizona
municipal corporation

By: _____

Kevin R. Phelps
City Manager

“Contractor”

Fisher Scientific Company, LLC,
a Pennsylvania limited liability company

By: _____

Name:  Jim Rogers
Title: Director, Government Contracts

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
FISHER SCIENTIFIC COMPANY, LLC**

EXHIBIT A

Laboratory Equipment and Supplies Agreement, Agreement No. NASPO MA 16000234-1



Participating Addendum

Description: Laboratory Equipment and Supplies

Arizona Department of Administration
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Cooperative Organization: NASPO Value Point

NASPO Value Point Master Price Agreement No.: MA 16000234-1

Contract Name: Fisher Scientific Company L.L.C.

Contractor: Laboratory Equipment and Supplies

Lead State: State of Idaho

Participating Entity: State of Arizona

1. Scope

This Participating Addendum (PADD) covers the Laboratory Equipment and Supplies contract led by the State of Idaho (Master Agreement No. MA16000234-1) for use by state agencies and other entities located in the Participating State of Arizona, as provided below.

2. Participation

Use of NASPO Value Point cooperative contracts by other agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state of Arizona contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Modifications or Additions to Master Price Agreement

3.1. Additions

3.1.1. State of Arizona Uniform Terms and Conditions
(See Attachment 3.1.1.)

3.1.2. Eligible Agencies (Statewide)

This contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in this contract, a university, political subdivision, or nonprofit educational or public health institution shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes§ 41-2632.

3.1.3. Order of Precedence

NASPO Master Price Agreement
Arizona Participating Addendum
Arizona Special Terms and Conditions;
Arizona Uniform Terms and Conditions;



Participating Addendum

Arizona Department of Administration
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Description: Laboratory Equipment and Supplies

Attachments, Addendums, Exhibits
Offer Documents

3.1.4. Term of Contract

Notwithstanding any future amendments, this PA shall begin on the date of execution of this PA and shall remain in effect for one year unless terminated, canceled, or extended. The State at its sole option may extend the PA for four additional one-year terms if the Master Price Agreement is still valid.

3.1.5. Insurance Requirements

Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

A. Minimum Scope and Limits of Insurance

Contractor shall provide coverage with limits of liability not less than those stated below.

Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$50,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.



Participating Addendum

Description: Laboratory Equipment and Supplies

Arizona Department of Administration
State Procurement Office
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Phoenix, AZ 85007

Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000
- a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
 - o Each Accident \$1,000,000
 - o Disease – Each Employee \$1,000,000
 - o Disease – Policy Limit \$1,000,000
- a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E). Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the Indemnification provisions of this Contract.

Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's Insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt,



Participating Addendum

Arizona Department of Administration
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Description: Laboratory Equipment and Supplies

Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

Acceptability of Insurers

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Verification of Coverage

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Subcontractors

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

Approval and Modifications

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

Exceptions

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or



Participating Addendum

Description: Laboratory Equipment and Supplies

Arizona Department of Administration
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

3.1.6. Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the State in the course of performance of the Contract so that both the State and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Government Information Technology Agency (GITA), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the State and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the Arizona State Procurement Officer (SPO), Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by the State or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the GITA/SISPO Chief Privacy Officer and HIPAA Coordinator.

3.1.7. Procure AZ Electronic Ordering System

The contractor shall be registered in ProcureAZ, the State of Arizona's secure internet/web portal. ProcureAZ allows the electronic submission of purchase orders, tracking and reporting agency purchases and payment of contractor's invoices under this contract.

3.1.8. Purchase Order Citation Requirement

All purchase orders issued by purchasing entities with the jurisdiction of this Addendum must include the Participating State contract number and the Master Price Agreement Number MA16000234-1.

3.1.9. Compliance with reporting requirements of the "American Recovery and Reinvestment Act (ARRA) of 2009"

3.1.9.1. Reporting

If or when contractor is notified by ordering entity that a specific purchase is being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as defined in Section 1512 of ARRA as implemented through Office of Management and Budget Memorandum 09-21 entitled, "Implementing Guidance for the Reports on Use of Funds Pursuant to the American Recovery and Reinvestment Act of 2009" (the Memorandum), or subsequent changes or modifications to these requirements as published by the Office of Management and Budget. Contractor shall only comply with those requirements in the Memorandum that are applicable to vendors. Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment.



Participating Addendum

Arizona Department of Administration
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Description: Laboratory Equipment and Supplies

The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

3.1.9.2. Purchase Order Requirements

Recipient Sub recipient of funds shall specify on the first line of each purchase order placed with Contractor utilizing ARRA funds that ARRA funds are being used to fund the purchase order. Recipient Sub recipient may NOT co-mingle ARRA funds and non-ARRA funds in single purchase order. Recipient Sub recipient acknowledges that Contractor will not separate such funds. The total purchase amount of all funds on any such co-mingled purchase order will be included in any report provided by Contractor for ARRA purposes.

3.1.10. Reporting and Fees

3.1.10.1. Reporting

The Contractor shall be required to furnish quarterly contract usage reports to the State Procurement Office (SPO) on Contractor catalog sales, in a format as required by SPO, at no additional cost to the State.

3.1.10.2. Administrative Fee

The Contractor shall assess administrative fees in the amount of one percent (1%) of all catalog sales occurring under this Addendum, not including taxes, to members of the State Purchasing Cooperative. An updated list of State Purchasing Cooperative members may be found at the following URL: http://spp.az.gov/Cooperative_ProcurementSPC/default.asp. At its option, the State may expand the applicability of this fee with prior written notice and mutual agreement of Contractor. The Contractor shall not assess the administrative fee in the form of a line item in their invoices. Rather, the Contractor shall include the amount of the administrative fee in their unit prices for all products and services under the Addendum. The Contractor's WSCA pricing to the Participating Entity shall be adjusted to offset for the equivalent fee amount. All administrative fees shall be remitted to the State Procurement Office at 100 N. 15th Avenue, Suite 201, Phoenix, AZ 85007, no later than thirty (30) days following the end of the calendar quarter in which the fee was assessed. Calendar quarters shall include the months of January through March, April through June, July through September, and October through December. The Contractor's failure to collect or remit administrative fees in a timely manner may result in the State exercising any recourse available under the Contract or as provided by law. Contractor shall factor a 1% fee into its Contract pricing.



Participating Addendum

Arizona Department of Administration
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Description: Laboratory Equipment and Supplies

4. Primary Contacts

The primary contact individuals for this participating addendum are as follows (or their named successors):

Lead State Contract Administrator

Name: Chelsea Cameron, CPPB
Address: Purchasing Officer, Division of Purchasing

Voice: Phone 208-332-1607
Email: chelsea.cameron@adm.idaho.gov

Contractor

Name: Eric Van Denburg
Address: Fisher Scientific, 300 Industry Drive, Pittsburgh, PA 15275
Voice: (949) 842-9685
Fax: (949) 858-8782
Email: Eric.vandenburg@thermofisher.com

Participating Entity

Entity Name: The State of Arizona
Contact: Christopher Lacey
Address: Arizona Department of Administration
State Procurement Office (SPO)
100 N. 15th Ave. Phoenix, AZ 85007
Phone 602-542-7165
Email Christopher.Lacey@azdoa.gov

This Participating Addendum and the Master Price Agreement No. MA 16000234-1 (administered by the State of Idaho) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.



Uniform Terms and Conditions

Arizona Department of Administration
State Procurement Office

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer.

Department: Laboratory Equipment and Supplies

Fisher Scientific
Company Name

Signature of Person Authorized to Sign Offer

300 Industry Drive
Address

Gary M. Galluzzi
Printed Name

Pittsburgh, PA 15275
City State Zip

Vice President Academic
Title

Phone: (513) 225-0140

gary.galluzzi@thermofisher.com
Contact Email Address

Fax: 412-249-5087

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-09 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization ___ IS/ IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No. NASPO MA 16000234-1

The effective date of the Contract shall be: 06/15/2016

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

State of Arizona
Awarded this 8th day of June 20 16

[Signature]
Procurement Officer



Uniform Terms and Conditions

Arizona Department of Administration
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Description: Laboratory Equipment and Supplies

1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4. *"Contractor"* means any person who has a Contract with the State.
- 1.5. *"Days"* means calendar days unless otherwise specified.
- 1.6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8. *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10. *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13. *"State Fiscal Year"* means the period beginning with July 1 and ending June 30.

2. Contract Interpretation



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- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
 - 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
 - 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below
 - 2.3.1. NASPO Master Price Agreement
 - 2.3.2. Arizona Participating Addendum;
 - 2.3.3. Arizona Special Terms and Conditions;
 - 2.3.4. Arizona Uniform Terms and Conditions;
 - 2.3.5. Attachments, Addendums, Exhibits and Specifications
 - 2.3.7. Documents referenced or included in the Solicitation.
 - 2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
 - 2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
 - 2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
 - 2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 3. Contract Administration and Operation**
- 3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
 - 3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
 - 3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract. Both over and under charges will be applied in the evaluation of an audit undertaken by the State.



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- 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8. Ownership of Intellectual Property. Any and all Intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
- 3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all



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remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

- 3.10 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal Immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

3.11 Offshore Performance of Work Prohibited.

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

- 4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2. Delivery. Unless stated otherwise in the Contract, prices shall be F.O.B. Destination for catalog items and shall include all freight delivery and unloading at the destination.
- 4.3. Applicable Taxes.
- 4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
- 4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state



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fiscal year until funds are made available for performance of this Contract.

- 4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
- 4.5.1. Accept a decrease in price offered by the contractor;
 - 4.5.2. Cancel the Contract; or
 - 4.5.3. Cancel the contract and re-solicit the requirements.
5. **Contract Changes**
- 5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.
6. **Risk and Liability**
- 6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 6.2. Indemnification
- 6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
 - 6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent



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that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

6.2.3. In no event shall either party be liable for indirect, consequential, or special damages of any kind (including loss of profits, loss of use, or loss of goodwill).

6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this

Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-164, this section shall not apply.

6.4. Force Majeure.

6.4.1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for



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overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

- 7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
- 7.2.1. Of a quality to pass without objection in the trade under the Contract description;
 - 7.2.2. Fit for the intended purposes for which the materials are used;
 - 7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
 - 7.2.4. Adequately contained, packaged and marked as the Contract may require; and
 - 7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.6. Survival of Rights and Obligations after Contract Expiration or Termination.
- 7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
 - 7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

- 8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by



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law or provided by the contract.

8.2. Stop Work Order.

8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred,



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suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12. Comments Welcome



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The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona



ARIZONA DEPARTMENT OF ADMINISTRATION
STATE PROCUREMENT OFFICE

DETERMINATION

TITLE

Confidential Information

SOLICITATION

No: ADSP013-038789

Description: Statewide Consumable Laboratory Supplies and General Laboratory Equipment

AUTHORITY

A.R.S. § 41-2632. Cooperative purchasing authorized; and A.A.C. R2-7-1003 Purchasing from a Cooperative Contract.

DETERMINATION

In accordance A.R.S. § 41-2632 cooperative purchasing authorized; and A.A.C. R2-7-1003 Purchasing from a Cooperative Contract; it is hereby determined in the best interest of the state and at the discretion of the State Procurement Office. The NASPO Value Point Cooperative Contract MA16000234-1 for Laboratory Equipment and Supplies; Lead may be used to replace the current statewide Contract ADSP013-038789 ending 4/30/16 as it meets the following criteria:

1. The cooperative contract was awarded through the competitive process and documentation is available to substantiate the award, including: Bidder's list, Solicitation included evaluation factors, Multiple offers received, Bid tabulation and evaluation offers, and Basis for cooperative contract award with established evaluation factors.

<http://www.naspovaluepoint.org/#/contract-details/67/contractor/361>

2. Cost analysis to determine price is fair and reasonable as prescribed by R2-7-702;

Based on Historical quantity's purchased under contract ADSP013-038789 the State would see about **\$77,000** annually in savings if the State moves to NASPO pricing vs The current State Wide contract.

STATE OF ARIZONA PA PRICE EXTENDED	NASPO BASIC PA PRICE EXTENDED	SAVINGS
\$ 1,228,662	\$ 1,151,373	\$ 77,288

3. Review of cooperative contract terms and conditions

[file:///C:/Users/168780/Downloads/1458672913 Master%20Agreement Fisher%2003-22-2016 fully%20executed.pdf](file:///C:/Users/168780/Downloads/1458672913%20Master%20Agreement%20Fisher%202003-22-2016%20fully%20executed.pdf)

4. **Vendor's willingness to extend cooperative contract to the state.** This has been confirmed by Fisher Scientific

DOCUMENTATION

This determination shall be placed in the procurement file.

EFFECTIVE

This Determination is effective and shall remain in effect unless otherwise modified or revoked.



Ashoke Seth
State Procurement Associate Director

6/3/2016

Date



MASTER AGREEMENT MA16000234-1

Laboratory Equipment and Supplies

PARTIES

State of Idaho Division of Purchasing "DOP"



In conjunction with NASPO ValuePoint

and

Fisher Scientific Company L.L.C. "Contractor"

AGREEMENT

1. Overview

This contract is for a full-line catalog of laboratory equipment and supplies.

2. Order of Precedence

2.1 Any Order placed under this Master Agreement shall consist of the following documents:

(1) A Participating Entity's Participating Addendum ("PA");

- (2) State of Idaho/NASPO ValuePoint Master Agreement;
- (3) A Purchase Order issued against the Master Agreement;
- (4) The RFP, including all Exhibits and Amendments; and
- (5) Contractor's response to the Solicitation.

2.2 These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

3. Effective Date and Term

This Master Agreement is effective April 1, 2016 or upon final executed signatures, whichever is later. In no event will this Agreement be effective until executed by DOP. The initial term of this Master Agreement shall be three (3) years. The total contract term, including all extensions, may not exceed five (5) years.

4. Attachments

The following documents are attached to and incorporated into this Master Agreement:

- (1) Attachment 1 – RFP Documents including all exhibits, amendments, and clarifications
- (2) Attachment 2 – Contractor's Technical Proposal including all attachments and clarifications

Fisher Scientific Company L.L.C.



Name, Title

03-21-16
Date

Division of Purchasing



Chelsea Cameron, Purchasing Officer

03/22/2016
Date



**The State of Idaho
Division of Purchasing**

In conjunction with



Request for Proposals

**Idaho Solicitation Number RFP16000231
Laboratory Equipment and Supplies**

Revised November 13, 2015
~~October 6, 2015~~

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1 RFP ADMINISTRATIVE INFORMATION

RFP Title:	Laboratory Equipment and Supplies
RFP Project Description:	The State of Idaho, in conjunction with NASPO ValuePoint, is seeking Contractor(s) to provide a full-line catalog as well as three (3) other defined bands of laboratory equipment and supplies for all Participating States.
RFP Lead:	Chelsea Cameron, Buyer State of Idaho, Division of Purchasing 650 W. State St., B-15 Boise, ID 83720 chelsea.cameron@adm.idaho.gov (208) 332-1607
Submit sealed proposal (if submitting manually): MANUAL PROPOSALS MUST BE RECEIVED AT THE PHYSICAL ADDRESS DESIGNATED FOR COURIER SERVICE AND TIME/DATE STAMPED BY THE IDAHO DIVISION OF PURCHASING PRIOR TO THE CLOSING DATE AND TIME.	Address for Courier 650 W. State St. Room B-15 Boise, ID 83720 Address for US Mail P.O. Box 83720 Boise, ID 83720-0075
Submit electronically via IPRO:	Electronic Submission https://purchasing.idaho.gov/iprologin.html
Pre-Proposal Conference:	Tuesday, October 13, 2015 10:30 a.m. Mountain Time
Pre-Proposal Conference Location:	via Teleconference (call in number will be provided when you register for the Pre-Proposal conference)
Deadline To Receive Questions:	Tuesday, October 20, 2015 11:59:59 p.m. Mountain Time
RFP Closing Date:	See IPRO Header Document
RFP Opening Date:	10:30 a.m. Mountain Time the following work day after closing.
Initial Term of Contract and Renewals:	Three (3) years. Upon mutual agreement, the contract may be extended or amended. The total contract term, including all extensions, may not exceed five (5) years.

TAKE NOTE OF THE 0.25% NASPO VALUEPOINT ADMINISTRATIVE FEE DETAILED IN PARAGRAPH 26 OF THE NASPO VALUEPOINT STANDARD TERMS AND CONDITIONS WHICH MUST BE INCORPORATED IN YOUR BASE PRICE. OTHER STATES, INCLUDING IDAHO, WILL HAVE AN ADDITIONAL ADMINISTRATIVE FEE.

2 NASPO VALUEPOINT SOLICITATION - GENERAL INFORMATION

2.1 PURPOSE

The State of Idaho, Division of Purchasing (Lead State) is requesting proposals for laboratory equipment and supplies in furtherance of the NASPO ValuePoint Cooperative Purchasing Program. The purpose of this Request for Proposals (RFP) is to establish Master Agreement(s) with qualified Offerors to provide a full catalog as well as three (3) other defined bands of laboratory equipment and supplies for all Participating States. The objective of this RFP is to obtain best value, and in some cases achieve more favorable pricing, than is obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous state and local government entities. The Master Agreement(s) resulting from this procurement shall be extended to state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual state procurement director and compliance with local statutory and regulatory provisions. The initial term of the Master Agreement shall be three (3) years with renewal provisions as outlined in Section 3 of the NASPO ValuePoint Master Terms and conditions (Attachment A).

It is anticipated that this RFP may result in Master Agreement awards to multiple contractors in the Lead State's discretion.

This RFP is designed to provide interested Offerors with sufficient information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data.

The Lead State/Sourcing Team, with the assistance as deemed advisable of the relevant Participating State (or relevant group of Participating States), may evaluate and select an Offeror for award in more limited geographical areas (e.g. a single state) where judged to be in the best interests of the State or States involved.

2.2 LEAD STATE

The State of Idaho, Division of Purchasing is the Lead State and issuing office for this solicitation and all subsequent addenda relating to it. The reference number for the transaction is RFP16000231. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

The Lead State Contract Administrator identified below is the single point of contact during this procurement process. Offerors and interested persons shall direct to the Lead State Contract Administrator all questions concerning the procurement process, technical requirements of this RFP, contractual requirements, requests for brand approval, change, clarification, and protests, the award process, and any other questions that may arise related to this solicitation and the resulting Master Agreement. The Lead State Contract Administrator designated by the State of Idaho, Division of Purchasing is:

Chelsea Cameron, Buyer
State of Idaho, Division of Purchasing
650 W. State Street, B-15
Boise, ID 83720
chelsea.cameron@adm.idaho.gov
Phone: 208-332-1607 Fax: 208-327-7320

2.3 DEFINITIONS

The following definitions apply to this solicitation. Attachment A contains definitions of terms used in the NASPO ValuePoint Master Agreement terms and conditions.

Full-Line Catalog means the Offerors Price List is to include at least 95% of the items chosen by the State for purposes of proposal evaluation of Band 1.

Lead State or State means the State conducting this cooperative procurement, evaluation, and award.

Offeror means the company or firm who submits a proposal in response to this Request for Proposal.

Proposal means the official written response submitted by an Offeror in response to this Request for Proposal.

"Request for Proposals" or "RFP" means the entire solicitation document, including all parts, sections, exhibits, attachments, and Addenda.

2.4 NASPO ValuePoint BACKGROUND INFORMATION

NASPO ValuePoint (formerly known as WSCA-NASPO) is a cooperative purchasing program of all 50 states, the District of Columbia and the territories of the United States. The Program is facilitated by the NASPO Cooperative Purchasing Organization LLC, a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO), doing business as NASPO ValuePoint. NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States. NASPO ValuePoint facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. For more information consult the following websites www.naspovaluepoint.org and www.naspo.org.

2.5 PARTICIPATING STATES

In addition to the Lead State conducting this solicitation, the following Participating States have requested to be named in this RFP as potential participating entities on the resulting Master Agreement: Arkansas, Hawaii, Louisiana, Maine, Montana, New Mexico, North Dakota, South Dakota, Tennessee, Utah and Washington. Other entities may become Participating Entities after award of the Master Agreement. State-specific terms and conditions that will govern each state's Participating Addendum are included in Attachments H-Y, or may be incorporated into the

Participating Addendum after award.

2.6 ANTICIPATED USAGE

The resulting contract(s) is intended for use by NASPO members and will be used by various public (and qualified non-profit) entities throughout the United States (as well as the NASPO member territories). Attachment B contains the historical usage data from the previous contracts and anticipated usage from additional states who have indicated an interest in participating. Historic usage is provided to assist Offerors in preparing their proposals; however, there is no minimum or maximum level of sales volume guaranteed or implied.

3 LABORATORY EQUIPMENT AND SUPPLIES OVERVIEW

The State is requesting proposals on four (4) defined bands ("Bands") of laboratory equipment and supplies (Attachment C), as follows:

Band 1	<u>FULL-LINE CATALOG</u> of laboratory equipment and supplies. Unless otherwise excluded, the resulting contract for this Band will include all laboratory equipment and supplies.
Band 2	Plasticware
Band 3	Gloves
Band 4	Microscopes

Offeror must certify that it can supply a full line of products for each Band for which it submits a response. Offerors will be required to provide pricing and related discounts for a full line of products within each Band Offeror responds to (subject to the unit price limit in Section 3.3, below).

Offerors responding to Band 1, Full-Line Catalog MUST accept orders from and extend contract prices to all members of NASPO ValuePoint.

Offerors responding to Bands 2 – 4 may elect to provide a response limited to a defined geographic region consisting of no less than one state (e.g. "Washington/Oregon/Idaho;" "Texas;" "Louisiana/Arkansas/Georgia/Alabama/Florida;" "Colorado and Wyoming;" etc.). Offerors must identify the geographic region and demonstrate ability to serve the area which they are proposing to serve.

3.1 ESTIMATED QUANTITIES

See Section 2.6, above, for historic usage. Historic usage is provided to assist Offerors in preparing their proposals; however, there is no guarantee of any minimum usage.

3.2 ITEMS NOT INCLUDED IN THIS CONTRACT

The following items are NOT included in this RFP:

Equipment and Supplies which may be included in a vendor's catalog, but which are not specifically designed or intended for laboratory use (e.g. reception chairs, couches, coffee tables, general office equipment, etc.)

Items costing in excess of \$75,000, after discount, are excluded from the resulting contract.

NOTE: When executing a Participating Addendum, all parties are bound by the \$75,000/item upper limit. A Participating State may establish a lower limit; however, any language included in a Participating Addendum purporting to increase this amount; or any other attempt to order an item off of the resulting contract which exceeds the unit price limit, will be void.

3.3 BACK-ORDERS

Contractor will take every available precaution to prevent back-order and out-of-stock contract items necessary for the operation of the Ordering Entities' facilities.

3.4 ADDITIONS TO THE CONTRACT

New items may be included as they become available (when added to Contractor's catalog) during the term of the Contract, after obtaining the approval of the NASPO Contract Administrator, as specified in this RFP, and in accordance with the provisions of the resulting contract.

Minor related services, such as hazardous waste pick-up/removal of Contractor's items; product recycling; etc. may be added to the Contract, after obtaining the approval of the NASPO Contract Administrator.

3.5 EFFECT ON OTHER LABORATORY EQUIPMENT AND SUPPLY CONTRACTS

Many Ordering Entities have current laboratory equipment and supply contracts which they may utilize as an alternate to the contract resulting from this RFP, which may affect the frequency of use of the resulting contract (s).

In addition, ordering of items that may be available through other current state or cooperative contracts may be subject to the provisions of individual state statutes and guidelines which govern the use of multiple contracts for the same commodities.

In Idaho, contracts which pre-date those resulting from this RFP for the same products will be utilized by Idaho State agencies as the primary contract for those same products, for so long as those contracts remain in effect.

4 SOLICITATION REQUIREMENTS, INFORMATION AND INSTRUCTIONS

4.1 RFP QUESTION AND ANSWER PROCESS

This solicitation is issued by the State of Idaho Division of Purchasing via IPRO (<https://purchasing.idaho.gov/iprologin.html>). The Division of Purchasing is the only contact for this solicitation. All correspondence shall be in writing. In the event that it becomes necessary to revise any part of this RFP, addenda will be posted at IPRO. It is the responsibility of the Offeror to monitor IPRO for any updates or amendments. Any oral interpretations or clarifications of this RFP shall not be relied upon. All changes to this RFP must be in writing and posted at IPRO to be valid.

Questions or other correspondence must be submitted in writing (fax, mail, e-mail) to:

Chelsea Cameron, Buyer
State of Idaho, Division of Purchasing
650 W. State St., Room B-15
P.O. Box 83720
Boise, ID 83720-0075
Fax: (208) 327-7320
E-mail: chelsea.cameron@adm.idaho.gov

Questions relating to this RFP must be submitted in writing to the RFP Lead, by the date and time noted above in order to be considered.

Written questions must be submitted using Attachment E, Offeror Questions. Official answers to all written questions will be posted on IPRO as an amendment to this RFP.

Any questions regarding the State of Idaho Standard Contract Terms and Conditions, found at http://purchasing.idaho.gov/terms_and_conditions.html or the [NASPO ValuePoint Terms and Conditions included as Attachment A](#), must also be submitted in writing, using Attachment D, Offeror Questions, by the deadline identified in the RFP Administrative Information. The State will not consider proposed modifications to these requirements after the date and time set for receiving questions. Questions regarding these requirements must contain the following:

1. The rationale for the specific requirement being unacceptable to the party submitting the question (define the deficiency);
2. Recommended verbiage for the State's consideration that is consistent in content, context, and form with the State's requirement that is being questioned;
3. Explanation of how the State's acceptance of the recommended verbiage is fair and equitable to both the State and to the party submitting the question.

Proposals which condition the Proposal based upon the State accepting other terms and conditions not found in the RFP, or which take exception to the State's terms and conditions, will be found non-responsive, and no further consideration of the Proposal will be given.

4.2 PRE-PROPOSAL CONFERENCE

A non-mandatory pre-proposal conference will be held at the location and time indicated in Section 1, page 1 of this RFP. This will be your opportunity to ask questions, in person, with representatives of the Lead State and other Participating States. All interested parties are invited to participate either by attending the conference or by an established call in number. Those choosing to participate by phone must pre-register via e-mail to Chelsea Cameron chelsea.cameron@adm.idaho.gov with the name and contact information of participant(s) to receive phone conferencing and meeting details. Offerors are asked to register by Friday, October 9, 2015. Any oral answers given by the Lead State or Participating States during the pre-proposal conference are unofficial, and will not be binding on the States. Conference attendance is at the participant's own expense.

4.3 PROPOSAL DUE DATE

Proposals must be received by the Closing Date and time as described in the IPRO header document ("End Date"). Proposals received after the closing date and time will not be accepted.

4.4 CANCELLATION OF PROCUREMENT

This RFP may be canceled at any time prior to award of the Master Agreement(s) if the Lead State determines such action to be in the collective best interest of potential Participating States. (See Paragraph 20 of the Solicitation Instructions to Vendors http://purchasing.idaho.gov/pdf/terms/solicitation_instructions.pdf.)

4.5 GOVERNING LAWS AND REGULATIONS

This procurement is conducted by the Lead State in accordance with the Lead State Procurement Code, available at http://purchasing.idaho.gov/idaho_code.html.

This procurement shall be governed by the laws and regulations of the Lead State. Venue for any administrative or judicial action relating to this procurement, evaluation, and award shall be in Ada County, Idaho. The provisions governing choice of law and venue for issues arising after award and during contract performance are specified in Section 35 of the NASPO ValuePoint Master Agreement Terms and Conditions in Attachment A.

4.6 FIRM OFFERS

Responses to this RFP, including Offerors proposed Price List, will be considered firm for one-hundred-eighty (180) days after the proposal opening date.

4.7 RIGHT TO ACCEPT ALL OR PORTION OF PROPOSAL

Unless otherwise specified in the solicitation, the Lead State may accept any item or combination of items as specified in the solicitation or of any proposal. (See Paragraph 20 of the Solicitation Instructions to Vendors http://purchasing.idaho.gov/pdf/terms/solicitation_instructions.pdf)

4.8 PROPOSAL CONTENT AND FORMAT REQUIREMENTS

Proposals shall follow the numerical order of this RFP starting at the beginning and continuing through the end of the RFP. Proposal sections and subsections shall be identified with the corresponding numbers and headings used in this RFP. In your response, restate the RFP section and/or subsection, followed with your response. Offerors are encouraged to use a different color font, bold text, italics, or other indicator to clearly distinguish the RFP section or subsection from the Offeror's response.

Proposals must be detailed and concise. The format is designed to ensure a complete submission of information necessary for an equitable analysis and evaluation of submitted proposals. There is no intent to limit the content of proposals.

4.9 PROPOSAL SUBMISSION INSTRUCTIONS

4.9.1 Submission of Proposals

Proposals may be submitted manually or electronically. Electronically submitted proposals must be submitted through IPRO, the Lead State's eProcurement provider, at <http://purchasing.idaho.gov/ipro.html> . When submitting through IPRO, enter your

"Total Cost" in IPRO as "\$0," and UPLOAD YOUR TECHNICAL PROPOSAL, COST PROPOSAL AND ALL OTHER REQUIRED DOCUMENTS.

If submitting via IPRO, be advised that that the "Offeror" for bid evaluation and award purposes is the entity profile you submit under in IPRO, which must be the same legal entity presented in your attached response materials.

Offerors are further advised to upload response materials with descriptive file names, organized and consolidated in a manner which allows evaluators to efficiently navigate their response; as the State will print uploaded documents for evaluation in the manner received via IPRO.

4.9.2 Manually Submitted Proposals

The proposals must be addressed to the RFP Lead and clearly marked "TECHNICAL PROPOSAL – RFP16000231 Laboratory Equipment and Supplies."

Each proposal must be submitted in one (1) original with seven (7) copies of the Technical Proposal, one (1) original and one (1) copy of the Cost Proposal as well as one (1) copy of Offerors latest Catalog.

Offerors submitting manually must also submit one (1) electronic copy of the proposal, one (1) electronic copy of the Price List and one (1) copy of the Catalog on CD or USB device. You may comply with the requirement for an electronic version by providing temporary access to a searchable electronic version of your Catalog. Word or Excel format is required (the only exception is for financials, brochures or other information only available in an alternate format). The format and content must be the same as the manually submitted proposal. The electronic version must NOT be password protected or locked in any way.

If your proposal contains trade secret information which you have identified, you must also submit a redacted copy of the Technical Proposal (in electronic format, with the word "redacted" in the file name) with all trade secret information removed or blacked out; as well as a separate document containing a complete list (per the instructions in Subsection 5.2.6, below) of all trade secret information which was removed or blacked out in the redacted copy.

Your Proposal must be sealed, and identified as "RFP16000231 Laboratory Equipment and Supplies."

The Cost Proposal must be separately sealed, identified as "Cost Proposal – RFP16000231 Laboratory Equipment and Supplies."

The Technical Proposal and separately sealed Cost Proposal must be submitted at the same time (place all proposal response materials within a larger package).

5 PROPOSAL FORMAT, REVIEW AND EVALUATION

5.1 EVALUATION CODES

(M) Mandatory Specification or Requirement - failure to comply with any mandatory specification or requirement will render Offeror's proposal non-responsive and no further evaluation will occur.

(ME) Mandatory and Evaluated Specification - failure to comply will render Offeror's proposal non-responsive and no further evaluation will occur. Offeror is required to respond to this specification with a statement outlining its understanding and how it will comply. Points will be awarded based on predetermined criteria.

(E) Evaluated Specification - a response is desired and will be evaluated and scored. If not available, respond with "Not Available" or other response that identifies Offeror's ability or inability to supply the item or service. Failure to respond will result in zero (0) points awarded for the specification.

5.2 INTITIAL REVIEW OF PROPOSALS

5.2.1 All proposals will be reviewed first to ensure that they meet the Mandatory Submission Requirements of the RFP as addressed in Sections noted with an **(M)**. Any proposal(s) not meeting the Mandatory Submission Requirements may be found non-responsive.

5.2.2 The Technical Proposal will be evaluated first as either "pass" or "fail," based on compliance with those requirements listed in the RFP with an **(M)** or **(ME)**. All proposals which are determined to be responsive will continue in the evaluation process outlined in Section 11.

5.2.3 Right to Waive Minor Irregularities

Offerors are directed to IDAPA 38.05.01.074.03.a, as well as IDAPA 38.05.01.091.05, which allow the designated State official to waive minor informalities as well as minor deviations. The State also reserves the right to seek clarification on any M or ME requirement.

5.2.4 Proposal Format

5.2.4.1 Table of Contents. Include a table of contents in the Technical Proposal identifying the contents of each section, including page numbers of major subsections.

5.2.4.2 Format. Proposals should follow the numerical order of this RFP starting at the beginning and continuing through the end of the RFP. Proposal sections and subsections must be identified with the corresponding numbers and headings used in this RFP. In your response, restate the RFP section and/or subsection, followed with your response.

Offerors are encouraged to use a different color font, bold text, italics, or other indicator to clearly distinguish the RFP section or subsection from the Offeror's response.

5.2.5 Ownership or Disposition of Proposals and other Materials submitted

All Proposal contents become the property of the State, and may become a part of any resulting Contract. Award or rejection of a Proposal does not affect this right.

5.2.6 Confidential or Proprietary Information

Paragraph 28 of the Solicitation Instructions to Vendors http://purchasing.idaho.gov/pdf/terms/solicitation_instructions.pdf describes trade secrets to "include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy." In addition to marking each page of the document with a trade secret notation (as applicable; and as provided in Paragraph 28 of the Solicitation Instructions to Vendors), Offerors must also:

Identify with particularity the precise text, illustration, or other information contained within each page marked "trade secret" (it is not sufficient to simply mark the entire page). The specific information you deem "trade secret" within each noted page must be highlighted, italicized, identified by asterisks, contained within a text border, or otherwise clearly delineated from other text/information and specifically identified as a "trade secret."

Provide a separate document entitled "List of Redacted Trade Secret Information" which provides a succinct list of all trade secret information noted in your proposal; listed in the order it appears in your submittal documents, identified by Page#, Section#/Paragraph#, Title of Section/Paragraph, specific portions of text/illustrations; or in a manner otherwise sufficient to allow the state's procurement personnel to determine the precise text/material subject to the notation.

6 MANDATORY ADMINISTRATIVE REQUIREMENTS

6.1 (M) SIGNATURE PAGE

All submitted proposals must be submitted with a state supplied signature page, located on the IPRO solicitation page as an attachment. Manually submitted proposals must contain an ORIGINAL HANDWRITTEN signature executed in INK OR AN ELECTRONIC SIGNATURE, and be returned with the relevant Solicitation documents. PHOTOCOPIED SIGNATURES or FACSIMILE SIGNATURES are NOT ACCEPTABLE (and will result in a finding that your proposal is non-responsive). Your ORIGINAL Signature Page should be included at the FRONT of your ORIGINAL Technical Proposal.

By submitting your proposal electronically through IPRO, you are acknowledging compliance with all requirements contained in the Signature Page.

6.2 (M) COVER LETTER

The Technical Proposal must include a cover letter on official letterhead of the Offeror; with the Offeror's name, mailing address, telephone number, facsimile number, e-mail address, and name of Offeror's authorized signer. The cover letter must identify the RFP Title and number, and must be signed by an individual authorized to commit the Offeror to the work proposed. In addition, the cover letter must include:

6.2.1 Identification of the Offeror's corporate or other legal entity status. Offerors must include

their tax identification number. The Offeror must be a legal entity with the legal right to contract.

* If submitting via IPRO be certain the FEIN in IPRO is the same as the one in your cover letter and on your signature page.

- 6.2.2** A statement indicating the Offeror's acceptance of and willingness to comply with the requirements of the RFP and attachments, including but not limited to the State of Idaho Standard Contract Terms and Conditions (http://purchasing.idaho.gov/terms_and_conditions.html; Attachment G), NASPO ValuePoint Standard Terms and Conditions (Attachment A).
- 6.2.3.** A statement indicating the Offeror's understanding that it may be required to negotiate additional terms and conditions, including additional administrative fees, with Participating States, when executing Participating Addendums.
- 6.2.4** A statement of the Offeror's compliance with affirmative action and equal employment regulations.
- 6.2.5** A statement that Offeror has not employed any company or person other than a bona fide employee working solely for the Offeror or a company regularly employed as its marketing agent, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the contractor or a company regularly employed by the contractor as its marketing agent, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of this contract. The Offeror must affirm its understanding and agreement that for breach or violation of this term, the State has the right to annul the contract without liability or, in its discretion, to deduct from the contract price the amount of any such fee, commission, percentage, brokerage fee, gifts or contingencies.
- 6.2.6** A statement naming the firms and/or staff responsible for writing the proposal.
- 6.2.7** A statement that Offeror is not currently suspended, debarred or otherwise excluded from federal or state procurement and non-procurement programs. Vendor information is available on the Internet at: <http://sam.gov>.
- 6.2.8** A statement affirming the proposal will be firm and binding for one-hundred-eighty (180) days from the proposal opening date.
- 6.2.9** A statement, by submitting its proposal, that the Offeror warrants that any contract resulting from this Solicitation is subject to Executive Order 2009-10 (http://gov.idaho.gov/mediacenter/execorders/eo09/eo_2009_10.html); it does not knowingly and willfully employ persons who cannot legally work in this country; it takes steps to verify that it does not hire persons who have entered our nation illegally or cannot legally work in the United States; and that any misrepresentation in this regard or any employment of persons who have entered our nation illegally or cannot legally work in the United States constitutes a material breach and will be cause for the imposition of

monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

6.2.10 A statement acknowledging that a 0.25% NASPO ValuePoint Administrative Fee will apply to total sales for the Contract awarded from this RFP as detailed in Paragraph 26 of the NASPO ValuePoint Standard Terms and Conditions (Attachment A) and Section 1, RFP Administrative Information of this RFP, and acknowledging the requirement to provide a single person responsible for submitting the NASPO ValuePoint usage reports detailed in Paragraph 27 of the NASPO ValuePoint Standard Terms and Conditions.
Fisher Scientific shall pay 0.25% NASPO ValuePoint Administrative Fee on all catalog sales not excluded under Section 3.2.

6.2.11 A statement identifying the geographic region or "all NASPO" if bidding on Bands 2-4.

6.3 (M) ACKNOWLEDGEMENT OF AMENDMENTS

If the RFP is amended, the Offeror must acknowledge each amendment with a signature on the acknowledgement form provided with each amendment. Failure to return a signed copy of each amendment acknowledgement form with the proposal may result in the proposal being found non-responsive. IDAPA 38.05.01.52

7 BUSINESS INFORMATION

7.1 (ME) EXPERIENCE

Describe in detail your knowledge and experience in providing goods and services similar to those required in this RFP. Include Offerors business history, description of current service area, and customer base.

7.2 (E) REFERENCES

Offerors will be scored on a minimum of three (3) completed reference questionnaires. See Attachment F.

7.2.1 (E) For Band 1: Full-Line Catalog suppliers: Use the attached Reference Questionnaire (Attachment F) to provide three professional references from customers for which you hold a contract with an annual volume of at least \$10M.

7.2.2 (E) For all other bands (2 – 4): Submit three professional references using the attached questionnaire (Attachment F) from customers for which you hold a contract which includes the named Band.

7.3 (M) MINIMUM REQUIREMENTS

Restate each subsection followed by a statement confirming compliance and providing additional information documenting that you meet the minimum requirement, as appropriate.

7.3.1 Experience

Offeror must have been in business for a minimum of three years providing Laboratory Equipment

and Supplies on a state, regional or nationwide basis, and must demonstrate that it has specific public sector experience. Describe in detail your knowledge and experience in providing services similar to those required in this RFP. Include Offerors business history, description of current service area, and customer base.

7.3.2 Licensing Requirements

Offerors must be in full compliance with all licensing requirements in the Lead State at the time of Proposal submission. Specific states or other authorized Participating Entities may have additional licensing and/or certification requirements that would be addressed in Participating Addenda.

7.3.3 Contractor Single Point of Contact.

All Offerors must include a single point of contact in their Proposal. This single point of contact shall be the primary person the Lead State may contact in regards to the resulting Master Agreement.

8 ORGANIZATION AND STAFFING

8.1 (M) KEY PERSONNEL

Provide a list of key management, customer service and other personnel to be used in the fulfillment of this contract, to include all pertinent contact information.

8.2 (ME) QUALIFICATIONS OF PERSONNEL

Provide resumes for employees who will be managing and/or directly providing services under the contract. For positions that are not filled, a position description (including requisite qualifications/experience) should be provided.

8.3 SUBCONTRACTORS

Describe the extent to which subcontractors will be used to comply with contract requirements. Include each position providing service, and provide a detailed description of how the subcontractors are anticipated to be involved under the contract. Include a description of how the Offeror will ensure that all subcontractors and their employees will meet all Scope of Work requirements.

9 SCOPE OF WORK

9.1 (M) MANDATORY SPECIFICATIONS AND REQUIREMENTS

9.1.1 Estimates of Use

The quantities listed in Attachment B are based on the historical dollar value of both of the current NASPO ValuePoint cooperative contracts for lab equipment and supplies. These are provided as a guide for estimates of use only and are not guarantees of quantities to be purchased through the resulting Contract(s). The actual quantities to be ordered and actual volume(s) of use are not known and may vary a great deal from those listed. NASPO ValuePoint estimates that the annual spend for all states indicating an Intent to Participate could approximate \$75M annually; however NO MINIMUM ORDER QUANTITIES ARE GUARANTEED.

9.1.2 Customer Service Representatives

Offerors must designate a Contract Manager, as specified in Section 7.3.3; as well as a network of technical experts, customer service representatives and local sales representatives capable of adequately serving all Ordering Entities under the resulting contract.

9.1.3 Silence of Specifications

The apparent silence of these specifications as to any detail, or the apparent omission from them of a detailed description concerning any point shall be regarded as meaning that the best commercial practice is to be used.

9.2 (M) ORDERING

Contractor must establish and maintain a toll free phone number as well as an Internet-based ordering system for order placement, order inquiry, price and availability inquiries. Contractor must establish a wait time to place an order of less than 3 minutes. Contractor must maintain a web site, accessible by both the Ordering Entity and the Division of Purchasing, for the resulting contract. The web site, at a minimum, must:

9.2.1 Allow Participating Entities to search Contractor's catalog based on key word, brand name, description, etc.

9.2.2 Provide List Price, Discount information and Contract Pricing for the Ordering Entity (which may vary based on an individual state's Administrative Fee).

9.2.3 Allow Participating Entities to place an order on-line, with a secure means for storing procurement card information.

9.2.4 Provide tracking/status information after an order is submitted.

9.2.5 Maintain a database for each Participating Entity, identifying the entity by a unique number, and containing an up-to-date listing of equipment and supplies which have been ordered during the life of the contract; the date and status of each order (including the date of delivery); the quantity and pricing; as well as the contact information for the individual at the Participating Entity that placed the order.

9.2.6 Provide training materials and FAQ's for use of the website and the contract; as well as troubleshooting tips.

9.2.7 Provide contact information for ordering, billing, credit, service and other complaints/issues.

9.2.8 Provide a current list of names and contact information for all of Contractor's sales representatives assigned to support the Contract, identifying the geographic area assigned to each one.

9.3 MINIMUM ORDER

Contractor may establish a *minimum* order quantity no greater than \$50 per order, under which it may assess delivery charges. Orders in excess of the minimum order quantity will be delivered FOB Destination, inside delivery, to the location identified by the Ordering Entity.

For orders totaling less than \$50 per order, or Offeror's stated Minimum Order Quantity, whichever is lower, the Ordering Entity will pay the actual freight charges unless waived by the Contractor at time of order placement.

Ordering Entities will be encouraged to consolidate orders on a weekly basis, where practical; and to consolidate orders for hazardous chemicals, in order to minimize hazardous materials fees.

9.4 PACKAGING, DELIVERY, FUEL SURCHARGE

9.4.1 Delivery is FOB Destination, inside delivery, to the Ordering Entity's specified address. Contractor will ship routine consumable items within 48 hours (30-45 days, or as agreed to by agencies, for Band 4) after receipt of order (ARO). All other equipment and supplies must be delivered within seven (7) days ARO, unless a longer delivery time is agreed to by the Ordering Entity. Contractor will be required to notify the Ordering Entity within 24 hours of order placement, if delivery cannot be completed as required by the Contract. Upon receipt of such

notice, or upon failure to deliver within the specified time, the Ordering Entity may cancel the order without penalty, and make the purchase elsewhere.

9.4.2 Delivery charges will not apply to orders that are in excess of the stated minimum when placed, but fall below the minimum order amount due to backordering or delayed shipping from the Contractor.

9.4.3 Delivery charges will not be allowed for items shipped from a 3rd party vendor as long as the original order exceeds the minimum amount stated. Fisher Scientific will absorb normal freight charges for catalog sales and will pass through freight cost on third party sales. On third party orders, Fisher Scientific is acting as the ordering entity's agent and does not take title.

9.4.4 If any items ordered have special packaging (e.g. dry ice), handling (e.g. next day delivery required), or a special pricing arrangement has been made between the manufacturer and the Participating State that will require the Contractor to charge additional shipping, these items must be marked/flagged in the ordering system to clearly identify that they are subject to additional charges.

9.4.5 Contractor shall properly package and handle all items ordered under the resulting Contract, in accordance with industry standards and all applicable regulations.

9.4.6 Any products offered with an applicable shelf life must be date stamped (including gloves).

9.4.7 Ordering entities requesting special handling (FedEx, NextDay, etc.) of orders may be required by the Contractor to pay additional freight charges not to exceed the carrier's actual freight charges.

9.4.8 Remote ordering entities which do not regularly receive service from FedEx, UPS or other common courier services may be required by the Contractor to pay additional freight charges, if any, associated with delivery to the remote location, not to exceed the carrier's *additional* actual freight charges associated with delivery to the remote location. In the alternative, the ordering entity may arrange for an alternate delivery site for which the Contract cost includes all delivery charges.

9.4.9 If fuel prices rise more than 25% above the current U.S. Department of Energy's average diesel price as of the Closing Date of this RFP, the State may allow variable fuel surcharge fees to be assessed. The surcharge will be based on the U.S. Department of Energy's average diesel price from the previous month. A request for a fuel surcharge must be approved by the State prior to implementation. No fuel surcharge will be allowed when fuel prices are within 25% of the current U.S. Department of Energy's average diesel price as of the Closing Date of this RFP.

9.5 LATE DELIVERY AND FAILURE TO DELIVER

Contractor must deliver the equipment and supplies ordered pursuant to the resulting Contract in accordance with all of the terms and conditions contained in this RFP. Repeated failure to meet specified delivery requirements may result in Contract termination, or the State may pursue any other remedies that may be available to it, at its discretion. Contractor must complete delivery

and installation within the time specified in Contractor's proposal, and in no event in excess of the limit specified in Section 9.4, above).

9.6 RETURN OF ITEMS

9.6.1 Contractor Error

Equipment or Supplies which are unacceptable because of quality problems, duplicated shipments, outdated product, breakage, or other issues related to Contractor or product performance shall be inspected within three (3) business days and be returned at Contractor's expense within five (5) business days after receipt of notification from the Ordering Entity, with no restocking charge. If the original packaging cannot be utilized for the return, Contractor must supply the Ordering Entity with appropriate return packaging within the five (5) business day period. Postage must be paid by Contractor, by issuing an appropriate label to the Ordering Entity via e-mail and Contractor will assume the risk of loss in transit. The returned product shall either be replaced with acceptable equipment or supplies, or the Ordering Entity must receive a credit or refund for the purchase price, at the Ordering Entity's discretion.

9.6.2 Ordering Entity Error

Standard stock equipment and supplies ordered in error by Ordering Entities will be returned for credit within fifteen (15) days of receipt, at Ordering Entity's expense. Product must be in resalable condition (original container, unused). There shall be no restocking fee if returned products are resalable. Products may be returned within thirty (30) days for replacement or adjustment through the "no hassle" return program.

All returns, replacements, technical services and support will be handled by Fisher Scientific's customer service organization as follows:

To assure prompt handling, customers must obtain a Return Goods Authorization Number (RGA number) from Customer Service and reference this number on return shipping documents. An RGA can be obtained by calling Customer Service at 800-766-7000 and/or request on-line authorization. Returns made without the RGA number will be returned freight collect.

Fisher Scientific will issue full credit for:

- Products not supplied in accordance with customer's order; and
- Products which are defective at the time of receipt by the Subscriber

Fisher Scientific will issue partial credit for:

- Products ordered in error, with the exceptions noted below.

Product returns for Projects ordered in error are subject to a 15% restocking charge plus any applicable charges for necessary inspection, reworking or refurbishing, or for items not normally cataloged by Distributor. Hazardous materials authorized for return must be packed, labeled and shipped in accordance with DOT regulations governing transportation of hazardous materials and any other applicable requirements.

Fisher Scientific will not issue credit for:

- Products which have been discontinued;
- Products which are personalized or customized;

- Non-distributor line products supplied to Customer as an accommodation, including, without limitation, third party purchases;
- Products not purchased from Distributor;
- Refrigerated or temperature controlled products;
- Products which are outdated, shelf-worn, used or defaced and, therefore, unsuitable for return to stock and resale as new;
- Reagents, diagnostics, or chemicals which have been opened;
- Products that have been shipped outside the United States; and
- Medical device products.

9.7 INVOICING

DO NOT INVOICE THE IDAHO DIVISION OF PURCHASING.

Contractor will invoice the Ordering Entity. All invoices must list the Entity name; unique identification number assigned by Contractor; Contract number (State of Idaho Master Agreement Number for resulting contract); date ordered; anticipated delivery date; item description, including manufacturer name and model number; list price; discount applied; and net cost to Ordering Entity.

9.8 CUSTOMER ACCOUNT NUMBERS

Contractor must establish unique customer/account identification numbers for use by each individual Ordering Entity. Some Ordering Entities may require (and Contractor will provide) multiple customer/account numbers (e.g. Universities with multiple laboratories).

9.9 STATE PURCHASING CARD

In order to be considered for award, the successful vendor must accept both VISA and MasterCard Procurement/Purchasing Cards.

9.10 TRAINING

Contractor must provide training to all Participating Entities upon request (no more than one, one (1) hour training session per Ordering Entity per contract year), at no additional cost to the Participating Entity. Contractor may provide training remotely through videoconferencing, webinars, etc. Training must cover basic use of the website, performing searches, ordering, invoicing, credits, etc.

9.11 RECORDS MAINTENANCE and REPORTING REQUIREMENTS

9.11.1 Records Maintenance: Contractor must maintain books, records, documents and other evidence pertaining to this Master Agreement as detailed in Attachment A, Section 25.

9.11.2 Reporting Requirements: Contractor must provide summary and detailed usage reports as detailed in Attachment A, Section 27 and as required by individual states and Participating Entities.

9.12 CONTRACTOR INSURANCE REQUIREMENTS

As provided in IPRO document.

<p>Confirm the following, by signature below:</p> <p>_____ affirmatively states that it agrees to the mandatory (M) requirements in the Scope of Work Sections 9.1 – 9.12.</p>
<p>Authorized Confirming Signature: _____</p> <p style="text-align: center;">Date: _____</p>

9.13 CUSTOMER SERVICE AND SUPPORT

9.13.1 (E) The State desires a support relationship with a Contractor that will ensure timely delivery, competent technical support for the products, as well as professional and timely response and resolution to any issues. Describe how you will meet these desirables.

9.13.2 (E) Describe how you will effectively communicate with the State and the Ordering Entities.

9.13.3 (E) Describe how you will assign staff to support the resulting Contract (i.e. technical staff, customer service representatives and regional/local sales representatives). Identify the locations of staffed offices, including a contact name, address, phone number, and web and/or e-mail address (if available), which will be available on a daily basis to assist Ordering Entities with utilizing any resulting Contract.

9.13.4 (E) Describe how you will provide ongoing training to your staff assigned to support the resulting Contract as referenced in Section 9.10.

9.13.5 (E) Describe your invoicing and credit processes and how these meet the requirements of this RFP. Describe the measures you have in place to insure that any billing issues are resolved to the Ordering Entity's and the State's satisfaction in a timely manner.

9.13.6 (E) Describe in detail the training which would be offered to Ordering Entities throughout the term of the resulting Contract.

9.13.7 (E) Describe your experience providing technical services to state or other public entities of varying size and functionality, with regard to supplying lab equipment and supplies, including your experience with laboratory inventory management in various laboratory environments (e.g. University, hospital, veterinary, forensic, etc.).

9.13.8 (E) Describe how you will meet the requirements of Section 9.2, phone and Internet ordering, as well as the website requirements. Describe how your customer service representatives are qualified/trained to respond to questions regarding the resulting contract; and how you will meet the maximum designated wait time for phone orders. Provide a detailed description of your proposed website and its functionality, which addresses, at a minimum, the requirements contained in Section 9.2. Describe how your proposed website will enhance your

customer service (e.g. search features; ordering; billing; account updates; customer-specific ordering history; inventory assistance; FAQ's; webinars; trouble-shooting; etc.). Provide sample screen shots of existing websites created for other customers.

9.14 (E) SUSTAINABILITY

Provide a comprehensive discussion of your company's corporate and local sustainability practices for the entire scope of Lab Supplies and Equipment offered in your proposal. Your response should include, but not be limited to: efforts to reduce adverse effects on human health and the environment for the entire product lifecycle, including energy, water, safety, delivery, storage, packaging and training. Where practicable, include numeric measures of progress made to meet established sustainability goals, objectives and targets.

Does your company have a recyclable products program (both for equipment and packaging)?

Does your company have a program for buybacks or trade-ins or other incentives for obsolete or otherwise unusable items?

9.15 (E) LOCAL BUSINESS SUPPORT/MWBE/DBE

NASPO encourages the involvement of local businesses, as well as minority, women-owned and disadvantaged businesses. Describe any programs that your company currently has in place in support of these organizations; and whether and how the resulting contract would or could be incorporated into the program(s).

9.16 COST

9.16.1 (M) Price Lists and Catalogs

Provide one hard copy and one electronic copy of both your latest Catalog, as well as your currently effective, nationally published Price List. You may comply with the requirement for an electronic version by providing temporary access to a searchable electronic version of your Catalog and Price List.

9.16.2 (M) For Band 1, the State is interested in a full line supplier of laboratory equipment and supplies which can provide its full line to ALL NASPO states. The State reserves the right to reject a Proposal for Band 1 if that Offeror's Price List does not include at least 95% of the items chosen by the State for purposes of proposal evaluation of Band 1.

9.16.3 (M) For Bands 2 – 4, the Offeror must offer a full line of laboratory equipment and/or supplies within the Band for which it provides a response. The State reserves the right to reject a Proposal for any Band for which an Offeror's Price List does not include at least 95% of the items chosen by the State for purposes of evaluating the Band.

9.16.4 (ME) Discounts: Submit discounts from your standard price list for THE ENTIRE SPECTRUM OF ITEMS OFFERED (all items in the catalog(s) and price lists for the Band to which you are responding). The nature of your response must allow the State to apply the discounts offered to the current list prices in order to calculate net price to the State for any items in the current price list. If the manufacturer's product discounts vary by category, include the various product category discounts. You must submit discounts for ALL product codes in your PRICE LIST (or state that there is no discount for an identified product code).

9.16.5 (E) Volume Discounts:

Additional volume and other price discount options are invited, which can distinguish between individual order minimum quantities, cumulative volume discounts, and other discount terms that may be defined by the Offeror. Extensions of additional discounts are not required but may be evaluated if offered.

9.16.5.1 Cumulative Ordering Volume Discounts: Offerors are invited to identify additional percentage discounts if total cumulative ordering volumes (by all Ordering Entities) exceed an amount specified. If the volume of total orders exceeds that amount in any quarter, the offered discount will apply to future orders during the term of the contract.

9.16.5.2 Volume Discount for Minimum Order Quantity: Offeror is also invited to propose discounts for minimum order quantities. Ordering Entities may consolidate purchases in order to take advantage of any volume discount extended by Contractor for minimum orders, as long as a single delivery location is specified at the discretion of the Ordering Entity.

9.16.6 (E) Additional Discounts: Indicate where any additional/separate discounts are available, based on large quantity purchases, etc. Additional discounts are not mandatory, but may be evaluated, if offered.

9.16.7 (M) Discounts to Remain Firm or Greater: The percentage discount from the Contractor's submitted price schedule is not to decrease for all updates or revisions of Contractor's price schedule during the life of the Contract and any subsequent contract renewals; however, Contractor may increase the discount at any time. New items or replacement products are to be discounted at the same (or greater) rate as similar products or replaced items.

9.16.8 (M) Price Negotiation During Contract Term

Contractor is expected to continuously negotiate with manufacturers to obtain improved discounts and extend improved pricing to Ordering Entities. Contractor must agree to negotiate in good faith to establish ceiling prices or other more favorable Terms and Conditions applicable to future orders during the term of the Contract.

9.16.9 (M) Price Lists and Updates: After Contract award, Contractor must furnish a "hard copy" and/or an electronic copy (at State's option) of the price list(s) and periodic updates to the Division of Purchasing. Contractor must also furnish "hard copy" and/or electronic copy (Ordering Entity's option) to all Ordering Entities for which account numbers have been established. Contractor must distribute price lists in a timely manner as they become effective. Price lists may be updated no more often than quarterly. Updates must be simultaneous for the entire line of products. All price lists and website access/ordering capabilities must be supplied to the Ordering Entities at no additional cost.

9.16.10 (M) Price List Access: At any time during the Contract and for a three (3) year period following the end of the Contract, the State reserves the right to request from the Contractor access to and/or a copy of the applicable price list used for the Contract's pricing basis for Contract pricing verification. Failure to provide the requested price list within three (3) business days following the State's request may result in Contract termination.

10 (M) ADDITIONAL TERMS AND CONDITIONS

10.1 ADDITIONAL MANUFACTURER DISCOUNTS

For contract items, the Contractor agrees to allow any particular Ordering Entity to accept additional discounts offered by a Manufacturer for whom the Contractor is a distributor, if those discounts will result in a lower net price to the Ordering Entity. The Contractor agrees to furnish these items under the terms and conditions of the Contract, but at the lower net price as agreed by the Manufacturer and the Ordering Entity.

10.2 PRICE CHANGES

10.2.1 Price decreases or discount increases are permitted and encouraged at any time. Price reductions announced by a manufacturer must be applied at the time of the announcement for the products that have not yet been delivered to the Ordering Entities.

10.2.2 All discounts offered must remain firm or higher during the term of the contract.

10.2.3 Contractor may request a price increase no more than once per Contract year by submitting a request to the State at least thirty (30) days prior to the end of the then current term. Price increases must be calculated from the published price list, and may only be requested in accordance with changes made by the manufacturer or distributor in their established, nationally distributed price list or published catalog. The State reserves the right to accept or reject any proposed price increase. A price increase will not be effective until approved, in writing, by the State. In the event the price extended to NASPO results in a price below Fisher Scientific's cost plus fifteen percent (15%), the price to be charged to NASPO will be mutually agreed upon within thirty (30) calendar days. The pricing shall be subject to mutual review in the event Fisher Scientific's cost for a catalog product increases more than five percent (5%) within a firm price period.

10.3 AUDIT RIGHTS

The Contractor agrees to allow State and Federal auditors and State purchasing staff access to all the records relating to this Contract for audit, inspection, and monitoring of services or performance. Such access will be during normal business hours or by appointment. Fisher Scientific will allow an audit to be conducted on reasonable notice and during normal business hours for term of this agreement and for one (1) year after termination. This audit shall be conducted one per year. Each party will bear its own expenses. In determining whether or not Fisher Scientific owes a refund, all overcharges and undercharges will be net against each other.

10.4 CHANGE IN CONTRACTOR REPRESENTATIVE

The Lead State Procurement Officer, at his/her sole discretion, may require a change in Contractor's Named Representative by giving written notice to Contractor.

10.5 TERMINATION

10.5.1 Termination of Contract

The Contract may be terminated by the State as provided in Attachment G, State's Standard Terms and Conditions, and as may otherwise be provided in this RFP.

10.5.2 Termination of Participating Addendum

Participating Addendums may be terminated by the Participating Entity for lack of funding, or for failure of the Contractor to perform in accordance with the terms of the Contract and/or the Addendum, and as otherwise designated in the Entity's Participating Addendum. There is no penalty or restriction upon the State, or Ordering Entity, in the event of cancellation due to lack of funding.

10.6 AVAILABLE FUNDS

Financial obligations of Ordering Entities are limited to the order(s) placed by the Ordering Entity, as well as on the Entity having available funds. Participating states incur no financial obligations or other liability on behalf of political subdivisions.

Confirm the following, by signature below:

_____ affirmatively states that it agrees to the mandatory (M) requirements in Section 10 – Additional Terms and Conditions

Authorized Confirming Signature: _____

Date: _____

11 PROPOSAL EVALUATION

11.1 TECHNICAL EVALUATION

11.1.1 The Technical Proposal will be evaluated and scored by a Proposal Evaluation Committee.

11.1.2 The scores for the Technical Proposal will be normalized as follows: the Technical Proposal with the highest raw technical score will receive all available Technical Points 500. Other proposals will be assigned a portion of the maximum available Technical Points, using the formula: 500 X raw score of the technical proposal being evaluated/highest raw technical score.

11.2 COST EVALUATION

11.2.1 For purposes of cost evaluation, discounts offered by Offeror pursuant to Section 9.17.4 et seq., above, will be applied to the Offeror's Price List, required by Section 9.17.1.

The items used for purposes of Cost evaluation will be a representative sample of items purchased by public entities utilizing the current WSCA and NASPO lab equipment and supplies contracts, from the four latest Quarterly Usage Reports received from the current contractors; as well as a representative sample of items commonly procured by public entities for laboratory use.

11.2.2 For purposes of proposal evaluation, the State will use a pricing structure based upon the packaging historically purchased. For example, if a majority of a particular item has been purchased by Packages of 12 each, the state will use the price of the Offeror's similar packaging unit (PK of 12 or CS of 12) for purposes of proposal evaluation. Should a Offeror fail to offer a particular item, or equal item, the State reserves the right to use the highest price proposed by another Offeror as a price for the item in order to calculate the Grand Total Price for purposes of proposal evaluation/price comparison.

Failure by a Offeror to indicate a discount percentage for an item in the Offeror's catalog or price list may be cause for rejection of the Offeror's offer or may be cause for the State to evaluate the item at the current catalog list price.

Note: If the Offeror is not an authorized distributor for a particular item chosen for purposes of proposal evaluation, an "equal" product line may be chosen by the State for evaluation. Otherwise, the specified product line must be available. It is not the intent of this paragraph to allow a vendor to offer an "equal" item or product line if the item or product line chosen for evaluation is available.

ITEMS to be evaluated for Band 1 may include but are not limited to:

Chemicals, Acids, Alcohols, Solvents, Reagents, pH Supplies & Solutions, Clothing / Protective Equipment, Eye Protection, Gloves & Lab Apparel, Membrane Filters, Filters, Analyzers, Balances & Weighing equipment, Waterbaths, Cabinets, Incubators, Circulators, Burners, Centrifuges, Evaporators, Glassware products, Bottles, Vials, Microscope Slides, Pipettes & Pipette Tips, Cylinders, Hot Plates & Stirrers, Microscopes, pH Selective Ion Apparatus, Power Supplies, Refractometers, Shakers, Spectrophotometers, Thermometers, Water Purification Equipment, Bags, Cleaning Supplies, Corks, Filtration Products, Frame Rods, Clamps & Clamping Systems, Labeling Tape, Labels & Dispensers, Glass & Plastic Petri Dishes, Plastic-ware, Rubber Stoppers, Sterilizers, Tubing, Brand Name Equivalent Products, Laboratory Media, Test Kits, BBL and DIFCO products as well as parts and accessories for the above equipment.

ITEMS to be evaluated for Bands 2 – 4 may include any items within the Band being evaluated, which are utilized by public entities for laboratory use (subject to the unit price limit of \$75,000).

11.2.3 The Offeror with the lowest Total Cost (for a Band), based on the sum of the Representative Sample of Items evaluated for that Band, will receive all 500 Cost Points for that Band. Other Offerors within the same Band will receive a portion of the Total Cost Points based on the following formula: $\text{Lowest Total Cost for Band \#} / \text{Other Offeror Total Cost for Band \#} \times 500$.

11.2.4 Once the Cost Points are calculated for each Band, the points will be totaled with the Technical Points, and the Proposals will be ranked by Total Points, by Band.

11.3 AWARD

Award will be made to the high point responsive responsible Offeror(s), by Band (1 – 4), in accordance with the Evaluation Method described above. The State may make multiple awards for each Band, at its discretion; and may choose not to award one or more Bands, in the best interest of the State. Bands 2 – 4 may also be awarded by region. If multiple awards are made, Idaho state agencies will utilize the contracts in accordance with Idaho Code (I.C.) 67-5718A.

EVALUATION CRITERIA

All responsive Proposals will be evaluated by a committee composed of representatives of the State and other NASPO states, using a point method of award using predetermined criteria for each ME and E item identified above. Once all responsive proposals have been evaluated and scored, by Band, the sealed Cost Proposals will be opened and scored, as detailed below. Some items will be weighted and may receive more points than other evaluated items in the same section. The detailed weighting information will not be made available until the evaluation process has been completed.

The maximum points for each evaluation category are:

7.1/7.2	Experience and References	75
8.2	Qualifications of Personnel	75
9.13	Customer Service and Support	300
9.14	Sustainability	25
9.15	Local Business Support	25
9.16	Cost	<u>500</u>
TOTAL POINTS		1,000

**ATTACHMENT A – NASPO ValuePoint Master Agreement Terms and Conditions
June 2015**

RFP16000231 Laboratory Equipment and Supplies



1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A Participating Entity's Participating Addendum ("PA");
- (2) NASPO ValuePoint Master Agreement Terms & Conditions;
- (3) A Purchase Order issued against the Master Agreement;
- (4) The Statement of Work;
- (5) The Solicitation; and
- (6) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions

Acceptance means a written notice from a Purchasing Entity to Contractor advising Contractor that the Product has passed its Acceptance Testing (if any). Acceptance of a Product for which acceptance testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the Product, unless the Purchasing Entity provides a written notice of rejection to Contractor.

Acceptance Testing means the process (if specified in a Participating Addendum or Order) for ascertaining that the Product meets the standards set forth in the section titled Acceptance, prior to Acceptance by the Purchasing Entity.

Contractor means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Embedded Software means one or more software applications which permanently reside on a computing device.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and

all rights, title, and interest therein.

Lead State means the State centrally administering any resulting Master Agreement(s).

Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

NASPO ValuePoint is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization of the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

Order or Purchase Order means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposals is not required to later participate in the Master Agreement

Product means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

Purchasing Entity means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

3. Term of the Master Agreement

The initial term of this Master Agreement is for three (3) years. This Master Agreement may be extended beyond the original contract period for two (2) additional years at the Lead State's discretion and by

mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Lead State.

5. Assignment/Subcontracts

a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint.

6. Price and Rate Guarantee Period

Requests for price adjustments must be made at least thirty (30) days prior to the requested effective date, and must include sufficient documentation supporting the request. Adjustments will not be considered more than once per contract year. Requests must be approved in writing by the Lead State in order to be effective. Retroactive price adjustments will not be allowed.

7. Cancellation

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, and rights attending any warranty or default in performance in association with any Order. Cancellation of the Master Agreement due to Contractor default may be immediate.

8. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of

Contractor who can be shown to have had no access to the Confidential Information.

b. **Non-Disclosure.** Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. **Injunctive Relief.** Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. **Purchasing Entity Law.** These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

9. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of any information that pertains to the potential work or activities covered by the Master Agreement. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

10. Defaults and Remedies

- a. The occurrence of any of the following events shall be an event of default under this Master Agreement:
- (1) Nonperformance of contractual requirements; or
 - (2) A material breach of any term or condition of this Master Agreement; or
 - (3) Any certification, representation or warranty by Contractor in response to the solicitation or

- in this Master Agreement that proves to be untrue or materially misleading; or
- (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
 - (5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

- (1) Exercise any remedy provided by law; and
- (2) Terminate this Master Agreement and any related Contracts or portions thereof; and
- (3) Impose liquidated damages as provided in this Master Agreement; and
- (4) Suspend Contractor from being able to respond to future bid solicitations; and
- (5) Suspend Contractor's performance; and
- (6) Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

11. Shipping and Delivery

Provisions governing packaging and delivery are specified in sections 9.5 through 9.7 of the Request for Proposal and sections 16 and 17 of the State of Idaho Standard Contract Terms and Conditions.

12. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel, in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

13. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot,

acts of God and/or war which is beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14. Indemnification

a. Indemnification of the Lead State is governed by Section 12, State of Idaho Standard Contract Terms and Conditions. Otherwise, the Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), Participating Entities other than the Lead State, and Purchasing Entities, along with their officers, agents, and employees as, from and against third party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from (i) breach by Contractor of the Master Agreement; or, (ii) negligent or wrongful act(s), error(s), or omission(s) of the Contractor, officers, directors, shareholders, agents, servants, employees and representatives, relating to the performance under the Master Agreement, provided, that this Section shall not obligate Contractor to indemnify any indemnified party for any portion of damages directly attributable to, and directly caused by, the negligence of an indemnified party.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim").

(1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance

necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

15. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

16. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

17. Insurance

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;

(2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides for written notice of cancellation to be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State (or other Entity) as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum. Other Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state (or other entity).

e. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, result in this Master Agreement's termination or, at the sole discretion of a Participating Entity, the termination of a Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Order placed thereunder.

18. Laws and Regulations

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

19. License of Pre-Existing Intellectual Property

Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third party rights in the Pre-existing Intellectual Property.

20. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

21. Ordering

a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments,

shipping labels, packing slips, invoices, and on all correspondence.

b. The resulting Master Agreements permit Purchasing Entities to define project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document compliance with the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

- (1) The services or supplies being delivered;
- (2) The place and requested time of delivery;
- (3) A billing address;
- (4) The name, phone number, and address of the Purchasing Entity representative;
- (5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
- (6) A ceiling amount of the order for services being ordered; and
- (7) The Master Agreement identifier.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master

Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

22. Participants

a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@wsca-naspo.org to support documentation of participation and posting in appropriate data bases.

d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. State Participating Addenda or other Participating Addenda shall not be construed to amend the terms of this Master Agreement between the Lead State and Contractor

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located.

23. Payment

Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

24. Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

25. Records Administration and Audit

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

26. Administrative Fees

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such

agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 26a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

27. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. **Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

b. **Detailed Sales Data.** Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (5) Purchasing Entity and Contractor Purchase Order identifier/number(s); (6) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (7) Purchase Order date; (8) Ship Date; (9) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is shown in Section Attachment B.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to

display, modify, copy, and otherwise use reports, data and information provided under this section.

28. Acceptance

The Acceptance period shall be thirty (30) calendar days or other time period identified in the solicitation or the Participating Addendum, starting from the day after the Product is delivered or, if installed, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be accepted and no charges shall be paid until the standard of performance is met. The warranty period will begin upon Acceptance.

29. Warranty

The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product is suitable for the ordinary purposes for Product is intended to be used, (b) the Product is designed and manufactured in a commercially reasonable manner, and (c) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

30. [RESERVED]

31. Title of Product

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

32. Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or

breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

33. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

34. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

35. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State (in most cases also the Lead State). The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

36. NASPO ValuePoint eMarket Center

a. In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is

referred to as the NASPO ValuePoint eMarket Center Contractor shall either upload a hosted catalog into the eMarket Center or integrate a punchout site with the eMarket Center.

b. **Supplier's Interface with the eMarket Center.** There is no cost charged by SciQuest to the Contractor for loading a hosted catalog or integrating a punchout site.

c. At a minimum, the Contractor agrees to the following:

(1) **Implementation Timeline:** NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin enablement process. The Contractor shall have fifteen (15) days from receipt of written request to work with NASPO ValuePoint and SciQuest to set up an enablement schedule, at which time SciQuest's technical documentation shall be provided to the Contractor. The schedule will include future calls and milestone dates related to test and go live dates. The contractor shall have a total of Ninety (90) days to deliver either a (1) hosted catalog or (2) punch-out catalog, from date of receipt of written request.

(2) NASPO ValuePoint and SciQuest will work with the Contractor, to decide which of the catalog structures (either hosted or punch-out as further described below) shall be provided by the Contractor. **Whether hosted or punch-out, the catalog must be strictly limited to the Contractor's awarded contract offering (e.g. products and/or services not authorized through the resulting cooperative contract should not be viewable by NASPO ValuePoint Participating Entity users).**

(a) **Hosted Catalog.** By providing a hosted catalog, the Contractor is providing a list of its awarded products/services and pricing in an electronic data file in a format acceptable to SciQuest, such as Tab Delimited Text files. In this scenario, the Contractor must submit updated electronic data monthly to the eMarket Center for the Lead State's approval to maintain the most up-to-date version of its product/service offering under the cooperative contract in the eMarket Center.

(b) **Punch-Out Catalog.** By providing a punch-out catalog, the Contractor is providing its own online catalog, which must be capable of being integrated with the eMarket Center as a Standard punch-in via Commerce eXtensible Markup Language (cXML). In this scenario, the Contractor shall validate that its online catalog is up-to-date by providing a written update quarterly to the Lead State stating they have audited the offered products/services and pricing listed on its online catalog. The site must also return detailed UNSPSC codes (as outlined in line 3) for each line item. Contractor also agrees to provide e-Quote functionality to facilitate volume discounts.

d. **Revising Pricing and Product Offerings:** Any revisions (whether an increase or decrease) to pricing or product/service offerings (new products, altered SKUs, etc.) must be pre-approved by the Lead State and shall be subject to any other applicable restrictions with respect to the frequency or amount of such revisions. However, no cooperative contract enabled in the eMarket Center may include price changes on a more frequent basis than once per quarter. The following conditions apply with respect to hosted catalogs:

(1). Updated pricing files are required by the 1st of the month and shall go into effect in the eMarket Center on the [1st day of the following month (i.e. file received on 1/01/13 would be effective in the eMarket Center on 2/01/13)]. Files received after the 1st of the month may be

delayed up to a month (i.e. file received on 11/06/09 would be effect in the eMarket Center on 1/01/10).

(2) Lead State-approved price changes are not effective until implemented within the eMarket Center. Errors in the Contractor's submitted pricing files will delay the implementation of the price changes in eMarket Center.

e. **Supplier Network Requirements:** Contractor shall join the SciQuest Supplier Network (SQSN) and shall use the SciQuest's Supplier Portal to import the Contractor's catalog and pricing, into the SciQuest system, and view reports on catalog spend and product/pricing freshness. The Contractor can receive orders through electronic delivery (cXML) or through low-tech options such as fax. More information about the SQSN can be found at: www.sciquest.com or call the SciQuest Supplier Network Services team at 800-233-1121.

f. **Minimum Requirements:** Whether the Contractor is providing a hosted catalog or a punch-out catalog, the Contractor agrees to meet the following requirements:

(1) Catalog must contain the most current pricing, including all applicable administrative fees and/or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the cooperative contract; and

(2) The accuracy of the catalog must be maintained by Contractor throughout the duration of the cooperative contract between the Contractor and the Contract Administrator; and

(3) The Catalog must include a Lead State contract identification number; and

(4) The Catalog must include detailed product line item descriptions; and

(5) The Catalog must include pictures when possible; and

(6) The Catalog must include any additional NASPO ValuePoint and Participating Addendum requirements. Although suppliers in the SQSN normally submit one (1) catalog, it is possible to have multiple contracts applicable to different NASPO ValuePoint Participating Entities. For example, a supplier may have different pricing for state government agencies and Board of Regents institutions. Suppliers have the ability and responsibility to submit separate contract pricing for the same catalog if applicable. The system will deliver the appropriate contract pricing to the user viewing the catalog.

g. **Order Acceptance Requirements:** Contractor must be able to accept Purchase Orders via fax or cXML. The Contractor shall provide positive confirmation via phone or email within 24 hours of the Contractor's receipt of the Purchase Order. If the Purchasing Order is received after 3pm EST on the day before a weekend or holiday, the Contractor must provide positive confirmation via phone or email on the next business day.

h. **UNSPSC Requirements:** Contractor shall support use of the United Nations Standard Product and Services Code (UNSPSC). UNSPSC versions that must be adhered to are driven by SciQuest for the suppliers and are upgraded every year. NASPO ValuePoint reserves the right to migrate to future versions

of the UNSPSC and the Contractor shall be required to support the migration effort. All line items, goods or services provided under the resulting statewide contract must be associated to a UNSPSC code. All line items must be identified at the most detailed UNSPSC level indicated by segment, family, class and commodity. More information about the UNSPSC is available at: <http://www.unspsc.com> and <http://www.unspsc.com/FAQs.asp#howdoesunspscwork>.

i. **Applicability:** Contractor agrees that NASPO ValuePoint controls which contracts appear in the eMarket Center and that NASPO ValuePoint may elect at any time to remove any supplier's offering from the eMarket Center.

j. The Lead State reserves the right to approve the pricing on the eMarket Center. This catalog review right is solely for the benefit of the Lead State and Participating Entities, and the review and approval shall not waive the requirement that products and services be offered at prices (and approved fees) required by the Master Agreement.

k. Several NASPO ValuePoint Participating Entities currently maintain separate SciQuest eMarketplaces, these Participating Entities do enable certain NASPO ValuePoint Cooperative Contracts. In the event one of these entities elects to use this NASPO ValuePoint Cooperative Contract (available through the eMarket Center) but publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity and NASPO ValuePoint to implement the catalog. NASPO ValuePoint does not anticipate that this will require substantial additional efforts by the Contractor; however, the supplier agrees to take commercially reasonable efforts to enable such separate SciQuest catalogs.

37. Contract Provisions for Orders Utilizing Federal Funds

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this master agreement.

(June 2015)

ATTACHMENT B – HISTORICAL DATA & ANTICIPATED USAGE

RFP16000231 Laboratory Equipment and Supplies

Sales Summary Lab Equipment and Supply Contracts

Calendar Year	Total
Total	\$411,148,270
2003	\$2,112,260
2004	\$8,115,996
2005	\$10,136,977
2006	\$19,383,210
2007	\$20,575,025
2008	\$18,539,153
2009	\$29,238,181
2010	\$18,331,546
2011	\$51,136,084
2012	\$75,904,131
2013	\$81,362,904
2014	\$76,312,804

Anticipated Usage

Intent to Participates	
2015 Laboratory Equipment and Supplies	\$60,444,548.82
State	Est. Volume
ARKANSAS	\$1,220,630.16
HAWAII	\$600,000.00
IDAHO	\$2,000,000.00
LOUISIANA	\$295,170.00
MAINE	\$500,000.00
MONTANA	\$32,000,000.00
NEW MEXICO	\$1,400,000.00
NORTH DAKOTA	\$180,750.00
SOUTH DAKOTA	\$210,000.00
TENNESSEE	\$11,865,137.66
UTAH	\$8,106,511.00
WASHINGTON	\$2,066,350.00

ATTACHMENT C – LABORATORY EQUIPMENT AND SUPPLIES

BANDS

RFP16000231 Laboratory Equipment and Supplies

BAND 1 – FULL-LINE CATALOG

Full-line catalog of laboratory equipment and supplies. Unless otherwise excluded, the resulting contract for this Band will include all laboratory equipment and supplies.

BAND 2 – PLASTICWARE (also referred to as Plastic Labware)

Disposable and Reusable

For applications in Microbiology, Histology, Biochemistry, Tissue Culture laboratories, as well as general laboratory use

Tissue culture labware (petri dishes, slides, other vessels), Beakers, bottles (round, square, wide/narrow mouth, amber, w/handles, specimen, wash, dispensing, polyethelene), carboys, containers, jars, burettes, cylinders, funnels, flasks, vials, cryogenic vials, cryogenic storage, test tubes, culture tubes, cuvettes, centrifuge tubes, microcentrifuge tubes, centrifuge bottles, transfer tubes, pipettes/tips, autoanalyzer sample cups, specimen cups, polymer weigh boats, dispensers, caps and liners, vented closures.

BAND 3 - GLOVES

Full product line of Disposable and Reusable gloves for laboratory use

Uses:

Available catalog of gloves must meet the needs of a wide variety of public entity settings, including, but not limited to: University laboratories; veterinary; forensics laboratories; state health departments and their associated laboratories; water and wastewater treatment facilities; DEQ (Department of Environmental Quality); Fish and Game; etc.

Catalog must include general examination gloves, as well as gloves capable of handling highly hazardous or aggressive chemicals; very hot/very cold materials (temperature resistant); and rough/sharp-edged objects (abrasion/cut resistant); all gloves must meet or exceed industry standards for intended use.

Materials:

Cotton

Natural Latex (variety of thickness ranging from 4 mil. to 30 mil.)

Playtex non-disposable

Vinyl

Butyl (smooth and rough finish)
Chloroprene
Neoprene
Tricot
Nylon
Nitrile (including lines that are textured; aloe-coated; powder-free)
Polyvinyl Chloride (PVC)
Polyvinyl Alcohol (PVA)
Polyethylene (including elbow/shoulder length)
Viton
Silvershield/4H

Sizes:

Wide range of sizes must be offered, including size equivalent to womens' small/medium/large/xl; and mens' small/medium/large/xl

Catalog must include:

Sterile and non-sterile gloves
Lint/powder free gloves
Cotton-flock lined gloves
Double dipped/rubber-coated gloves
Dry box gloves
Clean room gloves
Cryo gloves
Autoclave gloves
Wide range of lengths must be offered, at a minimum from 11" up to Shoulder Length
Variety of Thickness (depending on glove material) to meet laboratory and other applications
Temperature resistant
Abrasion resistant
Cut resistant

This Band includes finger cots, glove liners, and glove dispensers

BAND 4 - MICROSCOPES

Full line of microscopes (within the \$75,000 limit) including parts and components (e.g. illuminators, condensers, eyepieces, objectives, filters, stands, arms, bulbs, heads, power supplies, cases, dust covers, etc.) commonly used in a wide variety of public entity settings for educational, research, clinical requirements; including microscopes designed for applications in life sciences; materials sciences; and forensic sciences; as well as in environmental and industrial settings.

Including, *but not limited to*, the following types:

Student microscope
Monocular/Digital Compound Monocular microscopes

Binocular/Digital Compound Binocular microscopes
Trinocular Compound microscopes
Dual-View Binocular compound microscopes
Stereo/Digital stereo microscopes
Digital zoom microscopes
Digital Imaging Microscopes
Polarizing Microscopy Polarized Light microscopes
Inverted microscopes
Metallurgical microscopes
Gemological microscopes
Asbestos counting microscopes
Inspection system stereo microscopes/projector microscopes
Video & Digital, Stereo and compound microscopes with viewing screens
EPI-fluorescent microscopes (binocular/trinocular and inverted models)
Digital microscope cameras
Measuring microscopes
Electron microscopes

ATTACHMENT D – REPRESENTATIVE SAMPLE OF ITEMS
RFP16000231 Laboratory Equipment and Supplies

(attached under separate cover)

RFP1600231 - Laboratory Equipment and Supplies
Attachment D - Representative Sample of Items

Item Number	Description	Catalog #	2016 SU Unit Price	% Discount	SU Net Price
1	Microtiter Tips, F250, Case of 500	07707263	\$ 206.23	58.9%	\$ 68.73
2	Disposable Pipette, P20, Case of 960	02707479	\$ 64.38	70.9%	\$ 18.63
3	Disposable Scale of 10g, 810, Pack of 10	51200117	\$ 36.65	33.2%	\$ 24.51
4	Microtiter, F50-100 U, Pack of 50	14666128	\$ 45.00	90.7%	\$ 4.18
5	Glass Beaker, with Beaker, 48", Black, 4 L	020939	\$ 6.09	0.0%	\$ 6.03
6	Grade 934-AM Microfiber Filter, 47 CM, Pack of 100	0904402A	\$ 34.95	83.0%	\$ 6.14
7	Beaker Cup, Polystyrene, 50 mL, Case of 500	93012910	\$ 29.00	88.7%	\$ 3.63
8	Clear Vial with Bevel Top, 20 MM, 20ML, Pack of 100	93190991	\$ 61.42	32.2%	\$ 41.16
9	Culture Tube, Disposable, 15 X 100 MM, 9 ML, Case of 1000	14993127	\$ 113.09	53.4%	\$ 52.91
10	Microplate Thermometer, Each	06540190	\$ 63.00	49.0%	\$ 31.83
11	Wide Mouth Beaker, HDPE, PC, 250 ML, Case of 24	05721183	\$ 50.00	50.0%	\$ 25.00
12	Basic Beating Cover, Clin, 100	F216500	\$ 9.08	0.0%	\$ 9.08
13	Petri Dish, Disposable, Stackable, 100 X 15 MM, Case of 500	F80275712	\$ 100.00	85.0%	\$ 16.50
14	Biological Plates, Polystyrene, Sterile, Flanged, Disposable, Ind. Wrapped, 10 ML, Case of 100	07100119	\$ 80.70	37.0%	\$ 51.60
15	Pastour Pipette, Glass, Disposable, Short Tip, 5-3/4", Case of 1000	72002816	\$ 41.32	26.2%	\$ 30.20
16	Evaluation One Latex Gloves, MicroFlex, SM, Pack of 100	111945A	\$ 66.96	24.0%	\$ 50.72
17	Mag Bury Seal, 20 MM, Pack of 100	700021M15	\$ 38.72	0.0%	\$ 38.72
18	Nitrile Exam Gloves, Powder Free, M, Pack of 100	19170010F	\$ 23.94	85.0%	\$ 3.90
19	Micretainer Tube with K1 EDTA, Lovender, Pack of 50	02468115	\$ 56.72	50.1%	\$ 28.29
20	1/2 Microfiber Filter, 1 1/4", 47 MM, DM, Pack of 200	044004700	\$ 58.50	40.0%	\$ 35.10
21	M-FC Beaker with Rosalite Acid, Focal Coliforms, 2 ML Plastic Ampoule, Pack of 50	0440002R2	\$ 89.00	35.0%	\$ 57.85
22	Ward Glass Disposable Carton, Fuser, 12 X 12 X 27", Pack of 6	130007A	\$ 128.80	07.8%	\$ 119.53
23	Culture Tube, Glass, Disposable, 12 X 75 MM, 5 ML, Case of 1000	1498128	\$ 105.72	52.0%	\$ 50.62
24	Semilogarithmic Plates, Sterile, Polystyrene, 96-well, Ind. Wrapped, 5 ML, Case of 200	077009	\$ 135.10	47.0%	\$ 71.40
25	BDH Buffer Reference Standard, PH7, Yellow, 4 L, Each	15511	\$ 54.95	73.0%	\$ 15.74
26	Evaluation One Latex Gloves, MicroFlex, M, Pack of 100	111945A	\$ 66.96	24.0%	\$ 50.72
27	Beston Round Bottles, with Teflon Coils, Amber, ICHM Certified 200 Series, 1 L, Case of 32	02911933	\$ 72.57	50.0%	\$ 36.29
28	HDPE Cylinder Based Bottle, with Cap, 9 OZ, Case of 24	02911942	\$ 259.73	78.3%	\$ 56.97
29	Petri Dish, Polystyrene, Sterile, Plain, 50 X 9 MM, Pack of 100	PD2004750	\$ 74.00	40.0%	\$ 44.40
30	Centrifuge Tube, Central Bottom, without Cap, Glass, 10 ML, Case of 125	0553041C	\$ 133.30	30.0%	\$ 93.30
31	Culture Tubes, Glass, Disposable, 20 X 150 MM, Case of 500	1498133	\$ 183.50	58.4%	\$ 60.74
32	Microfiber Filter, Beaker Free, Grade 934-AM, Glass, 2.5 CM, Pack of 100	0904402A	\$ 50.50	05.0%	\$ 47.98
33	BDH Buffer Reference Standard, PH10, Blue, 4 L, Each	181154	\$ 153.47	79.0%	\$ 33.28
34	Culture Tubes, Glass, Disposable, with Screw Cap Filter, 16 X 125 MM, Case of 1000	149565A	\$ 105.00	73.0%	\$ 30.75
35	Plastic Screw Cap with Rubber Liner, Cap Size 15-415, Case of 1000	1495742E	\$ 203.36	54.0%	\$ 93.80
36	AcryFlow Advance Plate with 1.2 µm Super membrane, Pack of 10	2150	\$ 109.82	0.0%	\$ 109.80
37	Screw Caps, Blue, Size 9-425 Polypropylene, Pack of 100	81341617	\$ 343.93	45.8%	\$ 186.29
38	ISO Trisphosphate Buffer, with 5% Sheep Serum, TSA R, Case of 100	801200	\$ 444.16	01.0%	\$ 439.72
39	Petri Dish, Polystyrene, Sterile, Plain, 50 MM, Bulk Packaging, Pack of 500	034053	\$ 151.20	85.0%	\$ 25.68
40	Serological Pipet, Sterile, Polystyrene, with Ascending/Descending Graduations, Anti-Drip Tip, Orange, 10 ML, Case of 200	1367812E	\$ 197.20	78.0%	\$ 43.18
41	Culture Tubes, Glass, Disposable, 10 X 75 MM, Case of 1000	1496125	\$ 59.99	58.0%	\$ 20.10
42	Syringe Filter with Polypropylene Housing, .45 µm, 25 MM, Case of 100	087190	\$ 200.43	04.4%	\$ 191.64
43	Petri Dish, Crystal Grade Polystyrene, Sterile, Plain, Corning, 100 X 15 MM, Case of 500	087571000	\$ 195.00	20.0%	\$ 156.00
44	Eppendorf epTIPS Pipette Tips, 2 - 200 µL, 10 Trays of 96 Tips, Case of 960	05408111	\$ 114.20	41.0%	\$ 66.74
45	Wrapping Paper, 8 X 4", Pack of 500	09698128	\$ 41.00	80.0%	\$ 8.20
46	Pastour Pipette, Glass, Disposable, Long Tip, 9", Case of 1000	13678200	\$ 165.46	28.2%	\$ 119.90
47	MPF Syringe Cord Tuff Bits, 300 Test Bit, Each	004803	\$ 287.01	61.2%	\$ 108.53
48	Seal for Blank, Clamp Cap, Aluminum, Gray PTFE/Black Butyl, 20 MM, Pack of 200	22021867	\$ 85.96	43.8%	\$ 47.10
49	BDH Exam Gloves, Powder Free, 1, Pack of 500	19170010C	\$ 21.84	85.0%	\$ 3.59
50	BDH Latex Gloves Standard, PH10, Red, 4 L, Each	09015010A	\$ 65.07	59.0%	\$ 21.49
51	Petri Dish, Crystal Grade Polystyrene, Suitable for Automation, Sterile, Plain, 100 X 15 MM, Case of 500	087571000	\$ 195.00	40.0%	\$ 117.00
52	BDH Buffer Reference Standard, PH10, Blue, 500 ML, Each	18115500	\$ 49.56	78.0%	\$ 11.38
53	Dichloromethane, Reagent Grade, Amber Bottle, 4 L, Each	02810100040	\$ 168.58	33.0%	\$ 112.80
54	BDH Buffer Reference Standard, PH7, Yellow, YELLOW 500ML	105116	\$ 25.29	74.0%	\$ 6.57
55	BDH Exam Gloves, Powder Free, 5, Pack of 100	10170010A	\$ 28.94	80.0%	\$ 5.79
56	Culture Tubes, Glass, Disposable, 16 X 150 MM, Case of 1000	1026131	\$ 104.92	36.0%	\$ 67.96
57	Groffette Soaking Ring, Pack of 2	21899	\$ 23.00	0.0%	\$ 23.00
58	Emulsion Dilution Test Wipers, 11.4 X 21.9 CM, Pack of 750	05665A	\$ 0.45	78.2%	\$ 0.10
59	BDH Soft Exam Gloves, Powder Free, 5, Pack of 500	19170010A	\$ 21.84	85.0%	\$ 3.59
60	Petri Dish, Polystyrene, Screw-Stackable, Disposable, Plain, 100 X 15 MM, Case of 500	F80875713	\$ 120.40	05.0%	\$ 114.40
61	Fluoride Plate Tips, 1 - 10 ML, Non-Sterile, 100 µg Bag, Pack of 100	0270745A	\$ 31.72	73.0%	\$ 8.73
62	BDH Soft Exam Gloves, Powder Free, M, Pack of 100	19170010B	\$ 21.84	85.0%	\$ 3.59
63	Lowry Reagent Broth, 500 G, Each	8433442	\$ 129.03	05.0%	\$ 122.58
64	Anchorside, Petri Dish on a Stand, 47 MM, Pack of 100	PDMA04700	\$ 80.00	00.0%	\$ 80.00
65	Grade 934-AM Glass Microfiber, Beaker Free, 21 CM, Pack of 100	09044170A	\$ 116.66	02.0%	\$ 114.90
66	Bleach, Clorox Ultra, 96 OZ, Each	06799150	\$ 95.27	05.0%	\$ 90.51
67	BDH™ Prepared Media Stocker™ Plates, Chocolate II Agar (GC II Agar, with Heme Globin and BHI base/total), Pack of 20	071168X	\$ 34.25	70.3%	\$ 10.12
68	Microfiber Filter, Beaker Free, Grade 934-AM, Glass, 9 CM, Pack of 100	0904402C	\$ 156.60	05.0%	\$ 148.77
69	BDH™ HDPE Wide Mouth, Round, 1 L, Case of 72	02911020	\$ 101.30	78.3%	\$ 22.98
70	Orion™ Electrode Cleaning and Storage Solutions 1 Pint, Each	13303160	\$ 04.60	60.0%	\$ 1.38
71	Dichloromethane with Anisole Preservative, 4 L, Each	AC068700040	\$ 131.00	85.0%	\$ 20.62
72	Culture Tubes, Glass, Disposable, 16 X 100 MM, 14 ML, Case of 1000	1056129	\$ 159.72	58.0%	\$ 53.61
73	BDH™ Prepared Media Stocker™ Plates, 80 Trisphosphate Buffer, with 5% Sheep Serum (TSA R), Pack of 20	801200	\$ 48.11	93.0%	\$ 3.19
74	ORION Total Ionic Strength Adjustment Buffer, TSA R, 3.8 L, Each	801200	\$ 244.30	74.0%	\$ 63.54
75	BDH™ VERS-DRI Lab Towel Sanitizers, 20" X 100" Case of 2	1400645	\$ 167.72	71.0%	\$ 48.71

ATTACHMENT E - OFFEROR QUESTIONS
RFP16000231 Laboratory Equipment and Supplies

PLEASE DO NOT IDENTIFY YOUR NAME OR YOUR COMPANY'S NAME OR PRODUCT NAMES OF INTELLECTUAL PROPERTY IN YOUR QUESTIONS.

ADD ROWS BY HITTING THE TAB KEY WHILE WITHIN THE TABLE AND WITHIN THE FINAL ROW.

The following instructions must be followed when submitting questions using the question format on the following page.

1. DO NOT CHANGE THE FORMAT OR FONT. Do not bold your questions or change the color of the font.
2. Enter the RFP section number that the question is for in the "RFP Section" field (column 2). If the question is a general question not related to a specific RFP section, enter "General" in column 2. If the question is in regards to a State Term and Condition or a Special Term and Condition, state the clause number in column 2. If the question is in regard to an attachment, enter the attachment identifier (example "Attachment A") in the "RFP Section" (column 2), and the attachment page number in the "RFP page" field (column 3).
3. Do not enter text in column 5 (Response). This is for the State's use only.
4. Once completed, this form is to be e-mailed per the instructions in the RFP. The e-mail subject line is to state the RFP number followed by "Questions."

RFP16000231 Laboratory Equipment and Supplies

Question	RFP Section	RFP Page	Question	Response
1				
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Question	RFP Section	RFP Page	Question	Response
23				

ATTACHMENT F - (E) REFERENCES
RFP16000231 Laboratory Equipment and Supplies

INSTRUCTIONS TO THE OFFEROR:

Offerors will be scored on a minimum of three (3) completed reference questionnaires. All questionnaires will be averaged. The completed references questionnaires must be from individuals, companies, or agencies with knowledge of the Offeror's experience that is similar in nature and scope to the products or services being requested by this RFP, and are within the last five (5) years from the date this RFP was posted to IPRO. Idaho state agencies may not be utilized as a reference, nor will any member of the Offeror's organization. Only one (1) reference will be received/qualify per reference company/agency. If multiple references are received from the same company/agency, only the first received will be accepted. If fewer than three (3) references are received, a score of zero "0" will be given to each missing questionnaire, up to the three (3) requested.

References not received prior to the RFP Closing Date and time will not be accepted or scored. References outside the requisite number of years (See paragraph above), and references determined by the State to be not of a similar nature and scope to the products or services requested in this RFP will also not be accepted or scored. Determination of similar will be made by using the information provided by the reference in Section II of the Reference Questionnaire, General Information, and any additional information provided by the reference, or otherwise obtained by the State.

REFERENCES MUST BE RECEIVED BY THE RFP LEAD, DIRECTLY FROM THE REFERENCE, IN ORDER TO BE CONSIDERED.

1. Offerors must complete the following information on page 2 of the "Reference's Response To" document before sending it to the Reference for response.

- a. Print the name of your reference (company/organization) on the "REFERENCE NAME" line.
- b. Print the name of your company/organization on the "OFFEROR NAME" line.
- c. Be certain that the RFP Closing date and time in Instruction 5, on the following page, is correct.

2. Send the "Reference's Response To" document to your references to complete.

NOTE: It is the Offeror's responsibility to follow up with its references to ensure timely receipt of all questionnaires. Offerors may e-mail the RFP Lead prior to the RFP closing date to verify receipt of references.

**REFERENCE QUESTIONNAIRE
REFERENCE'S RESPONSE TO:
RFP16000231
Laboratory Equipment and Supplies**

REFERENCE NAME (Company/Organization): _____

OFFEROR (Vendor) NAME (Company/Organization): _____ has submitted a proposal to the State of Idaho, Division of Purchasing, to provide the following services Laboratory Equipment and Supplies. We've chosen you as one of our references.

INSTRUCTIONS

1. Complete Section I. **RATING** using the Rating Scale provided.
2. Complete Section II. **GENERAL INFORMATION** (*This section is for information only and will not be scored.*)
3. Complete Section III. **ACKNOWLEDGEMENT** by manually signing and dating the document. (*Reference documents must include an actual signature.*)
4. E-mail or fax **THIS PAGE** and your completed reference document, **SECTIONS I through III** to:

RFP Lead: Chelsea Cameron

E-mail: chelsea.cameron@adm.idaho.gov

Fax: 208-327-7320
5. This completed document **MUST** be received no later than **November 18, 2015** at 5:00 p.m. (Mountain Time). Reference documents received after this time will not be considered. References received without an actual signature will not be accepted.
6. **DO NOT** return this document to the Offeror (Vendor).
7. In addition to this document, the State may contact references by phone or e-mail for further clarification, if necessary.

Section I. Qualifying Questions – PLEASE ANSWER ALL QUESTIONS

1. During what time period did the vendor provide these services for your business?

Month: _____ Year: _____ to Month: _____ Year: _____

1. What was your approximate annual spend on your contract with the proposing company?

2. If you contracted with the proposing company as a full-line catalog supplier, was your annual spend in excess of \$10M?

Yes _____ No _____

3. Which of the following did the proposing company supply to you?

Approximate Annual Spend

Full-line catalog of laboratory equipment and supplies

_____ \$ _____

Plasticware

_____ \$ _____

Gloves

_____ \$ _____

Microscopes

_____ \$ _____

Section II. RATING

Using the Rating Scale provided below, rate the following numbered items by circling the appropriate number for each item:

Rating Scale

Category	Score
Poor or Inadequate Performance	0
Below Average	1 - 3
Average	4 - 6
Above Average	7 - 9
Excellent	10

Circle **ONE** number for each of the following numbered items:

1. Rate the overall quality of the vendor's services:

10 9 8 7 6 5 4 3 2 1 0

2. Rate the ease of placing orders with this vendor:

10 9 8 7 6 5 4 3 2 1 0

3. Rate how well the agreed upon, planned schedule was consistently met and deliverables provided on time. *(This pertains to delays under the control of the vendor):*

10 9 8 7 6 5 4 3 2 1 0

4. Rate the overall customer service and timeliness in responding to customer service inquiries, issues and resolutions:

10 9 8 7 6 5 4 3 2 1 0

5. Rate the knowledge of the vendor's assigned staff and their ability to accomplish duties as contracted:

10 9 8 7 6 5 4 3 2 1 0

6. Rate the accuracy and timeliness of the vendor's billing and/or invoices:

10 9 8 7 6 5 4 3 2 1 0

7. Rate the vendor's ability to quickly and thoroughly resolve a problem related to the services provided:

10 9 8 7 6 5 4 3 2 1 0

8. Rate the vendor's flexibility in meeting business requirements:

10 9 8 7 6 5 4 3 2 1 0

9. Rate the likelihood of your company/organization recommending this vendor to others in the future:

10 9 8 7 6 5 4 3 2 1 0

Section III. GENERAL INFORMATION

1. Please include a brief description of the services provided by this vendor:

Section IV. ACKNOWLEDGEMENT

I affirm to the best of my knowledge that the information I have provided is true, correct, and factual:

Signature of Reference

Date

Print Name

Title

Phone Number

E-mail address

ATTACHEMENT G: PUBLIC AGENCY CLAUSE
RFP16000231 Laboratory Equipment and Supplies

Prices offered in this RFP must be made available to other "Public Agencies", including agencies of the State of Idaho, and as defined in Section 67-2327 of the Idaho Code, which reads: "Public Agency" means any city or political subdivision of this State including, but not limited to counties; school districts; highway districts; port authorities; instruments of counties; cities or any political subdivision created under the laws of the State of Idaho. It will be the responsibility of the "Public Agency" to independently contract with the Offeror and/or comply with any other applicable provisions of Idaho Code governing public contracts. Typically, other municipalities routinely buy from Statewide Master Contracts established by the Division of Purchasing.

Please indicate if you accept this Public Agency Clause AND return this completed form with your Proposal Response. Failure to accept this provision will result in a finding that your Proposal is non-responsive.

YES _____

NO _____

Name of Offeror: _____

**ATTACHMENTS H-Y: Lead State and Additional Participating States' Terms and
Conditions**

RFP16000231 Laboratory Equipment and Supplies

(attached under separate cover)

STATE OF ARIZONA
PURCHASE ORDER TERMS AND CONDITIONS

1. **Modification.** No modification of the purchase order shall bind Buyer unless Buyer agrees to the modification in writing.
2. **Packing and Shipping.** Seller shall be responsible for industry standard packing which conform to requirements of carriers' tariffs and ICC regulations. Containers must be clearly marked as to lot number, destination address and purchase order number.
3. **Title and Risk of Loss.** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually received the goods at the point of delivery.
4. **Invoice and Payment.** A separate invoice shall be issued for each shipment. No invoice shall be issued prior to shipment of goods and no payment will be made prior to receipt of goods and correct invoice. Payment due dates, including discount periods, will be computed from date of receipt of goods or date of receipt of correct invoice (whichever is later) to date Buyer's warrant is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment shall be subject to the provisions of Title 35 of Arizona Revised Statutes. The Buyer's obligation is payable solely from funds appropriated for the purpose of acquiring the goods or services referred to in this Purchase Order.
5. **Inspection.** All goods are subject to final inspection and acceptance by Buyer. Material failing to meet the requirements of this Purchase Order will be held at Seller's risk and may be returned to Seller. If so returned, the cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses are the responsibility of the Seller.
6. **No Replacement of Defective Tender.** Every tender of goods must fully comply with all provisions of Purchase Order as the time of delivery, quantity, quality and the like. If a tender is made which does not fully conform, it shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
7. **Force Majeure.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or conditions of the Purchase Order are delayed or prevented by any cause not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, that party is unable to prevent.
8. **Gratuities.** The Buyer may, by written notice to the Seller, cancel this Purchase Order if it is found by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the State of Arizona with a view toward securing an order or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with the respect to the performing, of such order. In the event this Purchase Order is cancelled by Buyer pursuant to this provision, Buyer shall be entitled in addition to any other rights and remedies to recover or withhold from the Seller the amount of the gratuity.
9. **Warranties.** Seller warrants that all goods delivered under this Purchase Order will conform to the requirements of this Purchase Order (including all applicable descriptions, specifications, drawings and samples) will be free from defects in material and workmanship and will be free from defects in design and fill for the intended purposes. Any inspection or acceptance of the goods by Buyer shall not alter or affect the obligations of Seller or the right of Buyer under the foregoing warranties.
10. **Assignment – Delegation.** No right or interest in this Purchase Order shall be assigned by Seller without the written permission of Buyer, and no delegation of any duty of Seller shall be made without permission of Buyer.
11. **Interpretation – Parole Evidence.** This Purchase Order is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Purchase Order. Acceptance or acquiescence in a course of performance rendered under this Purchase Order shall not be relevant to determine the meaning of this Purchase Order even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the Purchase Order the definition contained in the Code is to control.
12. **Non-Discrimination.** Seller agrees not to discriminate against any employee or applicant for employment in violation of the terms of Federal Executive Order 11246, State Executive Order No. 2009-09 and A.R.S. Section 41-1461 et seq.
13. **Indemnity.** Seller agrees to indemnify and save the Buyer harmless from any loss, damage or expense whatsoever resulting to the Buyer from any and all claims and demands on account of infringement or alleged infringement of any patent in connection with the manufacture or use of any product included in this Purchase Order and upon written request Seller will defend at its own cost the expense any legal action or suit against the Buyer involving any such alleged patent infringement, and will pay and satisfy any and all judgments or decrees rendered in any against such legal actions or suits. Seller will indemnify Buyer against all claims for damages to person or property resulting from defects in materials or workmanship.
14. **Liens.** All goods delivered and labor performed under this Purchase Order shall be free of all liens, and if Buyer requests, a formal release of all liens will be delivered to Buyer.
15. **Contract Number.** If an Arizona contract number appears on the face of this Purchase Order, the terms of that contract are incorporated herein by this reference.
16. **Taxes.** The State of Arizona is exempt from Federal Excise Tax.
17. **Conflict of Interest.** Pursuant of A.R.S. Section 38-511 this Purchase Order is subject to cancellation by the Buyer if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state is, at any time while the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.
18. **Remedies and Applicable Law.** This Purchase Order shall be governed by, and Buyer and Seller shall have all remedies afforded each by, the Uniform Commercial Code as adopted in the State of Arizona except as otherwise provided in this Purchase Order or in statutes pertaining specifically to the State. This Purchase Order shall be governed by the law of the State of Arizona, and suits pertaining to this Purchase Order may be brought only in the courts of the State of Arizona.
19. **Arbitration.** The parties must use arbitration as required by A.R.S. Section 12-1518.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
FISHER SCIENTIFIC COMPANY, LLC**

**EXHIBIT B
Scope of Work**

PROJECT

Purchase of laboratory equipment and supplies on an as needed basis.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
FISHER SCIENTIFIC COMPANY, LLC**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method and amount of compensation is provided in the Laboratory Equipment and Supplies NASPO Value Point Master Price Agreement No. MA 16000234-1

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 \$50,000 annually or \$250,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

See attached discount form.

Category Names and Discounts

Discount Category Name	Discount off list
Absorbent - Surface	71.8%
Acids - Inorganic	45.7%
Acids - Organic	43.0%
Anemometers and Flowmeters	18.0%
Antibodies	5.8%
Antibody Production and Purification	5.2%
Apparatus - All Other	29.7%
Apparatus - Education	25.8%
Autoradiography Supplies	12.9%
Bags - Autoclaving Bags	51.2%
Bags - Other	27.1%
Bags - Sample Bags	34.6%
Balances - Analytical Balances	27.1%
Balances - Other	25.4%
Baths - Other	22.0%
Baths - Water	30.8%
Beakers - Glass	35.0%
Beakers - Plastic and Other	35.9%
Beakers - Sample	86.7%
Bench Protectors	37.1%
Biologicals - All Other	9.0%
Blades - Specialty	29.2%
Blenders and Homogenizers	25.7%
Blood Culture Systems	4.1%
Bottles - Glass Bottles [General Purpose]	35.4%
Bottles - Media Bottles	36.4%
Bottles - Other	33.3%
Bottles - Plastic Bottles [General Purpose]	35.1%
Bottles - Sample Bottles	50.0%
Bottles - Storage Bottles	76.3%
Bottles - Wash Bottles	36.6%
Bovine Sera	37.3%
Buffers	34.9%
Burets	35.4%
Carboys and Jerricans	36.7%
Caustics	50.8%
Cell Culture Dishes	28.3%
Cell Culture Flasks	25.8%
Cell Culture Media and Reagents	20.8%
Cell Culture Microplates	21.1%
Cell Culture Tubes	58.4%
Cellware [Specialty]	19.4%
Centrifuges - Benchtop [General Purpose]	17.0%
Centrifuges - Benchtop Microcentrifuges	23.4%
Centrifuges - Benchtop Other	17.1%
Centrifuges - Centrifuge Accessories	19.3%

Category Names and Discounts

Discount Category Name	Discount off list
Chemicals - All Other	30.4%
Chromatography Columns	13.1%
Chromatography Columns and Supplies	17.4%
Chromatography Equipment	0.4%
Clamps, Trays, and Supports	35.8%
Cleaning Products	25.3%
Clinical Chemistry Analyzers	25.3%
Clinical Controls Calibrators and Standards	18.7%
Clinical Diagnostic Kits and Reagents - C. difficile Testing	15.0%
Clinical Diagnostic Kits and Reagents - General Chemistry Testing	22.0%
Clinical Diagnostic Kits and Reagents - Influenza Testing	18.7%
Clinical Diagnostic Kits and Reagents - Other	21.0%
Clinical Diagnostic Kits and Reagents - Pregnancy [hCG] Tests	29.4%
Clinical Diagnostic Kits and Reagents - Specialty	61.2%
Clinical Diagnostic Kits and Reagents - Streptococcus Testing	7.0%
Clinical Diagnostic Kits and Reagents - Urinalysis Testing	17.5%
Coagulation Analyzers	33.2%
Collection - Capillary	50.1%
Consumables - All Other	32.7%
Controlled Containers	87.1%
Controlled Environments – Apparel (Safety)	34.7%
Controlled Environments – Gloves (Safety)	44.0%
Controlled Environments – Housekeeping, Matting, Packaging, Stationary & Tape (Safety)	28.0%
Controlled Environments – Wipers & Swabs (Safety)	26.9%
Counting Devices	21.8%
Coverslips	50.6%
Crimp Caps	45.8%
Crucibles	23.4%
Cryogenic Products	24.9%
Cuvets and Cells	37.0%
Cylinders [Laboratory]	33.9%
Dehydrated Microbiology Media	22.5%
Desiccators	29.9%
Diagnostics - All Other	7.0%
Dialysis Desalting and Buffer Exchange	3.1%
Dichloromethane -SP	35.0%
Dishes - Other	47.3%
Dishes - Petri Dishes	61.5%
Dishes - Plastic	85.0%
Dishes - Plastic-Special	48.0%
Dishes Micro - Plastic	40.0%
Electrochemistry	21.8%
Electrodes	25.0%
Electrophoresis Equipment	15.8%
Electrophoresis Reagents	9.4%
Embedding Cassettes	20.1%

Category Names and Discounts

Discount Category Name	Discount off list
Enzymes	9.1%
Equipment - All Other	20.9%
Equipment - Education	25.8%
Evaporators	17.9%
Facility Safety - First Aid, Identification & Communication, Spill Control & Containment (Safety)	24.7%
Facility Safety - Maintenance & Operations - Apparatus(Safety)	29.4%
Facility Safety - Maintenance & Operations - Consumables(Safety)	37.5%
Film and Foil Wrapping	42.0%
Filtration - EMDA	84.4%
Filtration - EMDB	30.0%
Filtration - Glass Fiber EMD	40.0%
Filtration - Glass Fiber FBA	85.0%
Filtration - Glass Fiber FBB	82.0%
Filtration - Glass Fiber FBC	60.0%
Filtration - Glass Fiber WH	30.0%
Filtration - TCLP	45.0%
Filtration Products - Bottletop Filters	20.1%
Filtration Products - Centrifugal Filter Devices	8.2%
Filtration Products - Filter Units	19.5%
Filtration Products - Other Filtration Products	23.9%
Filtration Products - Syringe and Syringeless Filters [Nonsterile]	25.4%
Fire Fighting & Emergency Response – Equipment & Medical (Safety)	24.9%
Fire Fighting & Emergency Response – PPE (Safety)	56.0%
Flasks - Other	32.6%
Flasks - Volumetric	33.9%
Freeze Drying Equipment	29.1%
Funnels	34.1%
Furnaces	27.0%
Furniture	36.3%
Heaters	27.5%
Hematology Stains	10.9%
Histology Reagents	41.1%
Hoods and Enclosures	20.6%
Hotplates	28.6%
Immunoassay Testing	2.7%
Immunoreagents	5.8%
Incubators	23.8%
Inorganics - Other	41.1%
Inorganics - Sodium Compounds [Inorganics]	50.0%
Instrumentation – Radiation, Chemical, Noise, Heat-Stress & Air Quality Monitoring (Safety)	5.1%
Instruments - All Other	16.7%
Knives and Knife Blades	35.5%
Liquid Handling Fillers and Dispensers	0.3%
Media - Microbiology BDA	70.3%

Category Names and Discounts

Discount Category Name	Discount off list
Media - Microbiology BDB	50.0%
Media - Microbiology EMDA	35.0%
Media - Microbiology RA	93.0%
Media - Microbiology RB	70.3%
Media - Microbiology RC	65.0%
Media - Microbiology RD	26.0%
Membranes For Hybridization and Transfer	12.7%
Microbiology Apparatus	30.8%
Microbiology Products	15.4%
Microbiology Quality Control Supplies	8.9%
Microbiology Supplies	18.7%
Microplate Covers	19.0%
Microplate Readers	14.3%
Microplate Washers	12.0%
Microplates - Assay Microplates	23.6%
Microplates - Other	20.3%
Microscope Slides	52.7%
Microscopes	22.6%
Microtomy Equipment	10.0%
Mills	13.5%
Molecular Biology Reagents and Kits - DNA Extraction and Purification	9.6%
Molecular Biology Reagents and Kits - Nucleic Acid Labeling and Detection	5.2%
Molecular Biology Reagents and Kits - Other	3.6%
No Discount	0.0%
Nucleic Acids and Components	9.4%
Organics	22.6%
Ovens	27.6%
Paper - Specialty	90.5%
PCR Supplies	8.1%
PH ORP Titration	27.0%
Photodocumentation Systems	17.2%
Pipet Fillers	34.3%
Pipets - CLSA	78.0%
Pipets - CLSB	57.0%
Pipets- CLSC	47.0%
Pipets - CLSD	38.0%
Pipets - Glass	88.2%
Pipets - Other	48.9%
Pipets - Serological Pipets	48.8%
Pipets - Transfer Pipets	53.1%
Pipett - EPA	42.0%
Pipett - TSB	70.9%
Pipetter Tips - Auto	66.3%
Pipetter Tips - Filtering Pipetter Tips	31.4%

Category Names and Discounts

Discount Category Name	Discount off list
Pipetter Tips - Other	43.0%
Pipetter Tips - Pipetter Specific Tips	15.9%
Pipetter Tips - Repeater Pipetter Tips	23.0%
Pipetter Tips - Robotic Pipetter Tips	19.7%
Pipetter Tips - Universal Pipetter Tips	40.0%
Pipettors - Manual Pipettors	21.1%
Pipettors - Other	18.6%
Pippet - TSA	75.0%
Pippet - TSC	38.0%
PPE – Apparel (Safety)	32.9%
PPE – Eye, Face, and Hearing (Safety)	40.6%
PPE – Fall Protection (Safety)	19.1%
PPE – Hand Protection – Chemical Resistant Gloves (Safety)	36.9%
PPE - Hand Protection - Exam	85.0%
PPE - Hand Protection - Exam - LTX	94.0%
PPE – Hand Protection – Thin-Wall Gloves (Safety)	51.9%
PPE – Hand Protection – Work & Specialty Gloves (Safety)	33.1%
PPE – Head Protection (Safety)	23.4%
PPE – Respiratory Protection (Safety)	25.2%
Prepared Microbiology Media [Bottles and Slides]	2.8%
Prepared Microbiology Media [Plates]	26.3%
Prepared Microbiology Media [Tubes]	14.0%
Protein Chemistry Reagents and Kits	4.9%
Proteins	2.8%
Pumps - Other	22.5%
Pumps - Tubing	17.1%
Pumps - Vacuum	28.7%
Racks	30.8%
Refrigerators and Freezers - Other	29.7%
Refrigerators and Freezers - Ultra Low Temperature Freezers [Upright]	21.4%
Reservoirs and Reservoir Liners	26.1%
Samplers	22.8%
Sanitizers	65.9%
Shakers and Mixers - Other	31.3%
Shakers and Mixers - Platform Shakers	19.7%
Solutions for Analytical Chemistry - LEAVE IN STANDARD DISCOUNT	40.0%
Solutions for Analytical Chemistry - ORB	35.0%
Solutions for Analytical Chemistry - RC ISO	59.0%
Solutions for Analytical Chemistry - RCA	75.0%
Solutions for Analytical Chemistry - RCB	74.0%
Solutions for Analytical Chemistry - RCC	50.0%
Solutions for Analytical Chemistry - TSA	79.0%
Solutions for Analytical Chemistry - TSB	78.0%
Solutions for Analytical Chemistry - TSC	74.0%

Category Names and Discounts

Discount Category Name	Discount off list
Solutions for Analytical Chemistry - TSD	50.0%
Solutions for Analytical Chemistry -ORA	40.0%
Solutions for Chemical Testing	39.9%
Solvents - Acetone	62.9%
Solvents - Acetonitrile	33.7%
Solvents - Ethanol	34.6%
Solvents - Hexanes	71.1%
Solvents - Isopropanol [IPA]	60.4%
Solvents - Methanol	63.8%
Solvents - Methylene Chloride	61.7%
Solvents - Other	56.1%
Solvents - Xylenes	69.7%
Spatulas [General Purpose]	33.7%
Specimen Collection - Blood Specimen Collection	18.4%
Specimen Collection - Evacuated Blood Tubes	15.7%
Specimen Collection - Microbiology and Transport Systems	17.4%
Specimen Collection - Other	22.1%
Specimen Collection - Tube Needles	19.8%
Specimen Collection - Tubes for Blood Collection	17.3%
Specimen Collection - Urine Specimen Collection	20.8%
Specimen Collection - Winged Collection Set	11.2%
Specimen Containers	37.5%
Spectrometry and Spectrophotometry	6.3%
Standards	25.4%
Sterilizers	19.6%
Stirrers - Magnetic	25.7%
Stirrers - Overhead	26.3%
Stirring Bars and Rods	44.0%
Stoppers	32.9%
Syringes - General Purpose Syringes	21.3%
Syringes - Other	20.2%
Temperature - Digital	49.0%
Thermal Cycling Instruments	10.2%
Thermometers	25.8%
Timers	26.4%
Tissue Processing Reagents	22.1%
Tubes - Caps	64.4%
Tubes - Centrifuge Tubes	35.8%
Tubes - KCRG	58.0%
Tubes - KCRH	39.0%
Tubes - Micro [Cap]	90.7%
Tubes - Microtubes	52.5%
Tubes - Other	30.0%
Tubes - Plastic	73.2%

Category Names and Discounts

Discount Category Name	Discount off list
Tubes - Storage Tubes	28.6%
Tubes - Test Tubes	40.3%
Tubes - Tube Closures	38.7%
Tubing and Tubing Connectors	38.3%
Ultrasonic Cleaners	19.5%
Vials - Sample	32.2%
Vials and Vial Inserts	34.3%
Viscometry Instruments	16.3%
Washers and Dryers for Glassware	28.1%
Waste Disposal Containers	36.6%
Water	41.3%
Water and Wastewater Testing Supplies	22.8%
Water Purification - Other	20.1%
Water Purification - Pretreatment and Polishing Systems	15.6%
Western Blotting, ELISA and Cell Imaging	7.4%
Wipes	78.2%



Legislation Description

File #: 16-388, **Version:** 1

EXPENDITURE AUTHORIZATION FOR ANNUAL AMORTIZED EQUIPMENT AND DISPATCH COSTS FOR FISCAL YEAR 2016-17 WITH THE CITY OF PHOENIX FOR COMPUTER AIDED DISPATCH (CAD) SERVICES

Staff Contact: Terry Garrison, Fire Chief

Purpose and Recommended Action

This is a request for City Council to authorize the payment of the annual amortized equipment and dispatch costs for Fiscal Year (FY) 2016-17 pursuant to the Intergovernmental Agreement (IGA) with the City of Phoenix Fire Department for dispatching and communication services in an amount not to exceed \$1,179,667.39. This action will approve payment pursuant to the IGA.

Background

The current IGA with the City of Phoenix Fire Department has been in effect since July 2003. This IGA provides a centralized location for dispatch services, and technical services and maintenance for all of the fire department technical equipment located at the fire stations and inside the fire trucks. In accordance with the current IGA, the City of Phoenix revises Exhibit A on an annual basis. Exhibit A is revised due to fluctuations in costs. These costs are based on either increases or decreases in the number of dispatches, changes in technology costs, and equipment needs. The participating agencies are strongly suggested to revise Exhibit A annually upon receiving the revised fee schedule. The IGA allows/approves revisions to Exhibit A annually.

Previous Related Council Action

City Council approved the original IGA for regional dispatch services on October 14, 2003 (C-4942). City Council also approved the renewal of the Phoenix Regional Automatic Aid System Agreement on May 28, 2013.

Community Benefit/Public Involvement

The city and its citizens receive state-of-the-art dispatch and communications services without bearing the cost of maintaining and staffing a separate facility. Phoenix automated its dispatching services going from a manual process to using a Computer Aided Dispatch system (CAD). This technology afforded a reduced response time or the time it takes a unit to be dispatched and arrive on scene, which ultimately saves lives. Their state-of-the-art CAD system is customized to fit the Valley's needs, thereby ensuring the highest level of customer service at all times. Phoenix remains on the cutting edge not only with the CAD system but also with the radio, telephone equipment and enhancements.

By participating in Automatic Aid it erases jurisdictional boundaries for all participating agencies. This means that any time a call is received, the closest appropriate emergency response vehicle to the incident will be

dispatched regardless of the location inside the dispatch area. This ensures first and foremost that the customer is receiving the highest level of care available in the shortest amount of time, and secondly, allows all participating agencies better use of their resources. Each participating agency must adhere to standard operating policies and procedures, which allows multiple agencies to work side-by-side on incidents under one Incident Command. This seamless cooperative effort ensures that the closest most appropriate resources are dispatched without a time or distance delay.

Budget and Financial Impacts

The FY 2016-17 total dispatch, technical and maintenance fees are \$1,179,667.39. The City of Phoenix will invoice Glendale on a quarterly basis in the amount of \$294,916.85. Items included in the annual costs for FY 2016-17 are defined in the attachment Exhibit A. Also, Southwest Ambulance will reimburse the city for the annual costs in the amount of \$30,438.03.

Cost	Fund-Department-Account
\$1,141,931.12	1000-12433-518200, Fire Resource Management - Professional & Contractual
\$30,438.03	1000-12491-518200, Ambulance Services -SWA
\$7,298.24	1000-12492-518200, Air-Med & Logistics Ops (HALO) - Professional & Contractual

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

CITY OF PHOENIX FIRE DEPARTMENT
 REGIONAL DISPATCH CENTER PARTNERS
 COMPUTER AIDED DISPATCH CONSORTIUM
 ANNUAL AMORTIZED EQUIPMENT & DISPATCH COST ESTIMATES
 FISCAL YEAR 2016/2017

Final
 07/01/2016

EXHIBIT A
 INTERGOVERNMENTAL AGREEMENT
 106007
 JURISDICTION
 City of Glendale - FD

I. Dispatch Service Fee

The Dispatch Service fee calculation is the dispatch rate multiplied by the total number of dispatches for the previous calendar year.

DISPATCH FEE	DISPATCH COUNT	DISPATCH SERVICE FEE TOTAL
\$20.16 - City of Glendale - FD	29,427	\$593,248.32
\$13.61 - City of Glendale - PMT	122	\$1,660.42
\$13.61 - City of Glendale - SWA - direct bill dispatch	23,730	\$0.00
\$13.61 - City of Glendale - HALO	180	\$2,449.80
\$13.61 - City of Glendale - Air Evac	4	\$54.44
Dispatch Fee Total:		\$597,426.59

II. Technical Service Fee

SYSTEM	\$ / Unit	# Units	Ext \$
FIRE STATION PACKAGE - City of Glendale - FD	\$6,622	10	\$66,220.00
FIRE STATION PACKAGE TOTALS:			\$66,220.00
MCT/AVL - City of Glendale - FD	\$1,544	41	\$63,304.00
MCT/AVL - City of Glendale - SWA	\$1,544	6	\$9,264.00
MCT/AVL - City of Glendale - Luke AFB	\$1,544	7	\$10,808.00
MCT/AVL - City of Glendale - HALO	\$1,544	1	\$1,544.00
AIRMOBILE - City of Glendale - FD	\$800	1	\$800.00
WAN/LAN SYSTEM - City of Glendale - FD	\$4,400	1	\$4,400.00
WAN/LAN EQUIPMENT - City of Glendale - FD	\$2,295	1	\$2,295.00
NON-FIRE STATION PACKAGE TOTALS:			\$92,415.00
Additional PCMSL Licenses	\$200	6	\$1,200.00
CAD System Maintenance Fee	\$5.40	29,427	\$158,905.80
TECHNICAL SERVICE FEE TOTAL:			\$318,740.80

III. General Maintenance Fee

FIRE STATION PACKAGE MAINTENANCE			
EQUIPMENT BASE	\$ / Unit	# Units	Ext \$
City of Glendale - FD	\$7,500	10	\$75,000.00
FIRE STATION MAINTENANCE TOTAL:			\$75,000.00
GENERAL MAINTENANCE FEE PER DEVICE (NON-FS PACK)			
EQUIPMENT BASE	\$ / Unit	# Units	Ext \$
City of Glendale - FD	\$3,250	44	\$143,000.00
City of Glendale - SWA	\$3,250	6	\$19,500.00
City of Glendale - Luke AFB	\$3,250	7	\$22,750.00
City of Glendale - HALO	\$3,250	1	\$3,250.00
Non-FIRE STATION MAINTENANCE TOTAL:			\$188,500.00
GENERAL MAINTENANCE FEE TOTAL:			\$263,500.00

IV. Total Dispatch Service, Technical Service, and General Maintenance Fees

The Dispatch Service, Technical Service, and General Maintenance fees for the City of Glendale - FD are \$1,179,667.39. The City of Phoenix will invoice the City of Glendale - FD on a quarterly basis in the amount of \$294,916.85.

CITY OF PHOENIX FIRE DEPARTMENT
 REGIONAL DISPATCH CENTER PARTNERS
 COMPUTER AIDED DISPATCH CONSORTIUM
 ANNUAL AMORTIZED EQUIPMENT & DISPATCH COST ESTIMATES
 FISCAL YEAR 2016/2017
 EXHIBIT A
 INTERGOVERNMENTAL AGREEMENT
 106007
 JURISDICTION
 City of Glendale - Luke AFB (subset)

Final

07/01/2016

I. Dispatch Service Fee

The Dispatch Service fee calculation is the dispatch rate multiplied by the total number of dispatches for the previous calendar year.

DISPATCH FEE	DISPATCH COUNT	DISPATCH SERVICE FEE TOTAL
Dispatch Fee Total:		\$0.00

II. Technical Service Fee

SYSTEM	\$ / Unit	# Units	Ext \$
MCT/AVL - City of Glendale - Luke AFB	\$1,544	7	\$10,808.00
NON-FIRE STATION PACKAGE TOTALS:		7	\$10,808.00
TECHNICAL SERVICE FEE TOTAL:			\$10,808.00

III. General Maintenance Fee

FIRE STATION PACKAGE MAINTENANCE			
EQUIPMENT BASE	\$ / Unit	# Units	Ext \$
FIRE STATION MAINTENANCE TOTAL:			\$0.00
GENERAL MAINTENANCE FEE PER DEVICE (NON-FS PACK)			
EQUIPMENT BASE	\$ / Unit	# Units	Ext \$
City of Glendale - Luke AFB	\$3,250	7	\$22,750.00
Non-FIRE STATION MAINTENANCE TOTAL:			\$22,750.00
GENERAL MAINTENANCE FEE TOTAL:			\$22,750.00

IV. Total Dispatch Service, Technical Service, and General Maintenance Fees

The Dispatch Service, Technical Service, and General Maintenance fees for the City of Glendale - Luke AFB (subset) are \$33,558.00.

CITY OF PHOENIX FIRE DEPARTMENT
 REGIONAL DISPATCH CENTER PARTNERS
 COMPUTER AIDED DISPATCH CONSORTIUM
 ANNUAL AMORTIZED EQUIPMENT & DISPATCH COST ESTIMATES
 FISCAL YEAR 2016/2017

Final
 07/01/2016

EXHIBIT A
 INTERGOVERNMENTAL AGREEMENT
 106007
 JURISDICTION

City of Glendale - FD - Private Ambulances (subset)

I. Dispatch Service Fee

The Dispatch Service fee calculation is the dispatch rate multiplied by the total number of dispatches for the previous calendar year.

DISPATCH FEE	DISPATCH COUNT	DISPATCH SERVICE FEE TOTAL
\$13.61 - City of Glendale - PMT	122	\$1,660.42
\$13.61 - City of Glendale - SWA - direct bill dispatch	23,730	\$0.00
		Dispatch Fee Total: \$1,674.03

II. Technical Service Fee

SYSTEM	\$ / Unit	# Units	Ext \$
MCT/AVL - City of Glendale - SWA	\$1,544	6	\$9,264.00
NON-FIRE STATION PACKAGE TOTALS:			6
			\$9,264.00
TECHNICAL SERVICE FEE TOTAL:			\$9,264.00

III. General Maintenance Fee

FIRE STATION PACKAGE MAINTENANCE			
EQUIPMENT BASE	\$ / Unit	# Units	Ext \$
FIRE STATION MAINTENANCE TOTAL:			\$0.00
GENERAL MAINTENANCE FEE PER DEVICE (NON-FS PACK)			
EQUIPMENT BASE	\$ / Unit	# Units	Ext \$
City of Glendale - SWA	\$3,250	6	\$19,500.00
Non-FIRE STATION MAINTENANCE TOTAL:			\$19,500.00
GENERAL MAINTENANCE FEE TOTAL:			\$19,500.00

IV. Total Dispatch Service, Technical Service, and General Maintenance Fees

The Dispatch Service, Technical Service, and General Maintenance fees for the City of Glendale - FD - Private Ambulances (subset) are \$30,438.03.

CITY OF PHOENIX FIRE DEPARTMENT
 REGIONAL DISPATCH CENTER PARTNERS
 COMPUTER AIDED DISPATCH CONSORTIUM
 ANNUAL AMORTIZED EQUIPMENT & DISPATCH COST ESTIMATES
 FISCAL YEAR 2016/2017

Final
07/01/2016

EXHIBIT A
 INTERGOVERNMENTAL AGREEMENT
 106007

JURISDICTION
 City of Glendale - FD - Helicopters (subset)

I. Dispatch Service Fee

The Dispatch Service fee calculation is the dispatch rate multiplied by the total number of dispatches for the previous calendar year.

DISPATCH FEE	DISPATCH COUNT	DISPATCH SERVICE FEE TOTAL
\$13.61 - City of Glendale - HALO	180	\$2,449.80
\$13.61 - City of Glendale - Air Evac	4	\$54.44
Dispatch Fee Total:		\$2,504.24

II. Technical Service Fee

SYSTEM	\$ / Unit	# Units	Ext \$
MCT/AVL - City of Glendale - HALO	\$1,544	1	\$1,544.00
NON-FIRE STATION PACKAGE TOTALS:		1	\$1,544.00
TECHNICAL SERVICE FEE TOTAL:			\$1,544.00

III. General Maintenance Fee

FIRE STATION PACKAGE MAINTENANCE			
EQUIPMENT BASE	\$ / Unit	# Units	Ext \$
FIRE STATION MAINTENANCE TOTAL:			\$0.00
GENERAL MAINTENANCE FEE PER DEVICE (NON-FS PACK)			
EQUIPMENT BASE	\$ / Unit	# Units	Ext \$
City of Glendale - HALO	\$3,250	1	\$3,250.00
Non-FIRE STATION MAINTENANCE TOTAL:			\$3,250.00
GENERAL MAINTENANCE FEE TOTAL:			\$3,250.00

IV. Total Dispatch Service, Technical Service, and General Maintenance Fees

The Dispatch Service, Technical Service, and General Maintenance fees for the City of Glendale - FD - Helicopters (subset) are \$7,298.24.

MCT Lite Wireless Connection		\$480/annual per connection	MCT Lite is not covered under the General Maintenance Fee. The MCT Lite Wireless Connection fee recovers the annual wireless fee for these units.
PCMSS & PREMISE Manager Additional Licenses		\$200/annual per extra license	<p>PCMSS is a software package to access the CAD system to see: incident history, fire hydrant locations, unit status, etc. Cost is for maintenance upgrades and tech support.</p> <p>Premise Manager is software that allows users to attach documents (floor plans, access information, MSDS info, etc) to a parcel location accessible on the MCT. Cost is for maintenance upgrades and tech support.</p> <p>Per CAD-IGA, each CAD partner receives one (1) PCMSS license for each fire station, one (1) PCMSS license for each battalion office and one (1) administrative license. Additional licenses are charged at \$200/license (for additional workstations).</p> <p>Each SWA/PMT station package will count as a credit against the City license count.</p>
Portable Radio 800 MHz - Motorola APX7500	\$6,956.40 + tax	<p>\$1,848/convert</p> <p>\$1,294/Interop</p> <p>\$925/Loan Fee</p>	<p>800 MHz Portable Radio provided by the City of Phoenix.</p> <p>Unit cost: to purchase the radio. Annual cost: creates replacement fund to replace unit at end of life - 5 years.</p> <p>There are different annuals costs:</p> <p>a. \$1848 - A City of Phoenix Radio is leased to a CAD partner with an annual fee of \$554 for the RWC. CAD partner is not a RWC member. Phoenix collects the RWC fee and forwards it to the RWC.</p> <p>b. \$1294 - A City of Phoenix Radio is leased to a CAD partner who is an RWC member. The RWC directly bills the CAD partner \$554 for each radio they use.</p> <p>c. \$925 - The fee to use a City of Phoenix Radio temporarily.</p>
WAN/LAN System		\$4,400/annual per connection	<p>Wide Area Network (WAN) / Local Area Network (LAN) System - This is a network connection between the City of Phoenix facility and the CAD partner. Most CAD partners have a single WAN/LAN System link between Phoenix and the partner, with the partner having their own internal computer network.</p> <p>Annual cost: annual telecommunications cost for this link (Century Link, Cox, etc).</p>
WAN/LAN Equipment	\$10,500 + tax	\$2,295.30/annual per WAN/LAN system	<p>Wide Area Network (WAN) / Local Area Network (LAN) Equipment are the network components (switch, router) installed in the fire stations.</p> <p>Unit cost: to purchase the network switch and router Annual cost: creates replacement fund to replace equipment at end of life - 5 years.</p>

Unit	Unit Cost	Annual Cost	Description
Airmobile server	\$3,500 + tax	\$800/annual per airmobile	Airmobile server is a fire station-based server that provides wireless updates to the MCT units. Unit cost: to purchase the server Annual cost: creates replacement fund to replace the unit at the end of life - 4 years.
CAD System Maintenance Fee		\$5.40/per fire dispatch	A fee charged per fire dispatch that goes to a trust account to help fund replacing the current CAD server / software application.
Dispatch Service Fee		\$20.16 Fire Dispatch \$20.16 Intercity Dispatch \$13.61 Ambo/Helo Dispatch	A fee charged per dispatch to help cover Alarm Room operating costs. The are three (3) rates: 1. Fire Dispatch: fee charge for each fire dispatch 2. Intercity Dispatch: fee charge for each Intercity ambulance dispatch (not dispatched with Fire unit) 3. Ambo/Helo Dispatch: fee charge for each ambulance or helicopter dispatch. CAD partners that provide ambulance services within their own borders and are dispatched with a Fire unit are not charged this fee. City of Phoenix Audit Department conducted a study and determined the cost to dispatch an ambulance is 64% the cost to dispatch a fire unit.
Fire Station Package (purchase)	\$60,586 + tax Estimate - dependent on actual station installation costs	\$6,622/annual per FS package	A station alerting system is used to forward dispatch calls to and within the fire station. This version is a "permanent" installation and not designed to be moved between locations. Unit cost: to purchase a FS package Annual cost: creates replacement fund to replace the unit at end of life - 10 years.
Fire Station Package (Temporary lease)		\$8,500/annual per FS package	A station alerting system is used to forward dispatch calls to and within the fire station. This version is a "temporary" installation and is designed to be moved between locations or for a short term lease.
General Maintenance Fee - Fire Station Package		\$7,600/per FS package	A fee that covers the cost for the USDD station package extended warranty (break and fix, replacement of dead parts, system upgrades) and support staff costs. This is solely for the USDD station package units (permanent and temporary).
General Maintenance Fee - Per Device (Non-FS Pack - non-MCT Lite)		\$3,250/annual per item	A fee that covers the cost for non-USDD station package devices (MCT, AirMobile, WAN/LAN equipment) extended warranty (break and fix, replacement of dead parts, system upgrades) and support staff costs.
MCT/AVL	\$7,100 + tax	\$1,544/annual per MCT/AVL	Mobile Computer Terminal (MCT) - Panasonic Toughbooks ruggedized wireless computer. Automatic Vehicle Locator (AVL) - reverse GPS system sends location of vehicles back to Alarm Room to determine location of nearest available vehicle for an incident. Unit cost: to purchase an MCT/AVL unit. Annual cost: creates replacement fund to replace unit at end of life - 5 years.
MCT Lite	Current price (between \$300 - \$1000)		MCT Lite is a non-ruggedized netbook computer. This is for staff that wants access to MCT data but don't require a ruggedized laptop (the Panasonic Toughbooks unit). There is no annual support fee other than the annual wireless connection fee. If the unit is damaged or lost, a new unit must be purchased by the CAD partner. Unit cost: to purchase an MCTLite netbook. Vendors are discontinuing this device and future availability of this service is unknown.

CITY OF GLENDALE, an Arizona
municipal corporation

Kevin R. Phelps, City Manager

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney



Legislation Description

File #: 16-422, Version: 1

POSITION RECLASSIFICATIONS

Staff Contact: Jim Brown, Director, Human Resources and Risk Management

Purpose and Recommended Action

This is a request for the City Council to authorize the City Manager to reclassify existing positions within the organization that have experienced a change in duties and/or responsibilities.

Background

As the City seeks out ways to more innovatively provide city services, jobs must adapt to address those changes. Department Directors work closely with the Human Resources and Risk Management Department to conduct job studies and make these changes when necessary. At times this may require a change in job duties and/or responsibilities that places the job in a different job classification. When this occurs, a reclassification of the job is necessary. Reclassifications, while permitted under Human Resources Policy 301, do create a change to Schedule 9 of the Fiscal Year (FY) 2016-17 Budget. Human Resources Policy 301.II.A.4 states the following with regard to position reclassifications:

A position may be reclassified when the essential duties and responsibilities of the position change significantly through the addition or deletion of essential job functions. Positions may be reclassified to a higher or lower classification and pay range as a result of a job study. The recommendation made to the City Manager by the Human Resources & Risk Management Director and approved by the City Council is final. Classification decisions are not appealable or grievable.

- a. When a filled position is reclassified to a class in a higher pay range, the employee occupying the position may receive a salary adjustment for the reclassification as determined by Human Resources. If the employee's current salary is less than the minimum of the new range the employee will be placed at the minimum of the new range.
- b. If, at the time of the reclassification, an employee is receiving temporary assignment pay for performing additional duties that fall within the scope of the new classification, the employee's base salary will be adjusted accordingly but shall not exceed the maximum of the new grade and the temporary assignment pay shall cease.
- c. If a filled position is reclassified or reevaluated and assigned a lower pay range, the employee's pay will not be reduced. However, if the employee's current salary is above the maximum of the new pay range, the employee will not be eligible for any additional increase in salary until the pay range maximum is once again higher than the actual salary.

It is prudent to continually assess the current structure and opportunities for realignment to better prepare the city for the future.

The Budget and Finance department has requested that a vacant Customer Service Representative position be reclassified to a Licensing Specialist. The department has one Licensing Specialist but that position cannot cover the volume of work. The additional work has been covered by temporary employees but there is an ongoing need for additional help to ensure that businesses are licensed properly.

The Engineering department is asking that a vacant Administrative Support Specialist position be reclassified to a Cell Site Program Coordinator. This position would coordinate various aspects of the City's cell site construction and licensing programs, to include communication with wireless vendors to develop and manage license agreements and issuing and monitoring ROW permits related to cell site construction.

Engineering would also like to reclassify an Administrative Support Coordinator position to a Supervisor, Engineering Support. The position has been responsible for supervising 1.5 administrative support staff, and will now also supervise the Cell Site Program Coordinator. In addition, the position now has increased responsibility for the preparation, reconciliation, analysis and forecasting of the department's budget and expenditures. The current incumbent will receive an increase to place them appropriately in the salary range of the new classification.

The Public Works department (Field Operations) has requested that a vacant Equipment Operator position be reclassified to a Solid Waste Routing Specialist. The Solid Waste Management Division has in the past manually created routes for the residential, commercial and bulk trash pickups. These routes have been observed to be inefficient so the department would like to devote a position to evaluate the efficiency of various routes through time studies, data analysis and computer assisted routing tools.

The Fire department is requesting that a vacant Fire Inspector, Sr. be reclassified as a Fire Inspector. To accommodate reduced staffing in the Fire Marshal's office, the Inspection Program was restructured to help meet state statute.

Water Services would like to reclassify a vacant Water Services System Technician to a Supervisor, Water Services. The Waste Water Division currently has 14 Water Service System Technicians reporting to one supervisor. These technicians are assigned to one of two areas: hydro-cleaning or sewer lines. This reclassification will allow the division to have two supervisors, one over each area and reduce the amount of direct reports for the current supervisor.

The Police department is requesting that a vacant Account Specialist position be reclassified to a Supervisor, Support Services. Technology changes have reduced the need for the Account Specialist role. This reclassification will allow for a more streamlined management structure in the department and also address span of control issues which currently exist within the Division.

The Police department would also like to reclassify a vacant Police Community Services Officer to a Police Forensics Specialist. This position was originally transferred to this unit in 2012 and has been functioning as a Police Forensics Specialist. Now that the position is vacant it is appropriate to reclassify it to reflect the actual work being performed.

As a result of the City Manager's departmental restructuring, the Public Affairs department was created. This change requires some reorganization within the department as follows:

- Reclassify and promote through a recruitment process a current Council Assistant to an Intergovernmental Coordinator to provide additional professional level support to review, research and analyze proposed state and federal legislation affecting the City
- Reclassify and promote a current Executive Assistant to a Council Assistant to maintain service levels to the City Council at three Council Assistants
- Reclassify an Administrative Support Specialist that was transferred to the Public Affairs department due to the reorganization to an Executive Assistant to reflect the level of duties being performed

The City Attorney's Office is requesting that the Records Coordinator position be reclassified to a Legal Assistant. While performing some of the functions of a Records Coordinator, the position will now be responsible for additional records redaction for the Prosecutor's Office during the discovery phases due to the use of body cameras for police officers. It will also oversee the work performed by the legal support staff and assist the City Prosecutor with assigning duties and projects as needed.

The Community Services department is requesting that the Neighborhood Services Coordinator position be reclassified to Neighborhood Services Program Manager (title change only) to better reflect the scope of responsibility. The position supervises thousands of volunteers and several processes.

As a result of the City Manager's departmental restructuring, the Public Facilities, Recreation and Special Events department was created. This change requires some reorganization within the department as follows:

- Reclassify a vacant Park Ranger position into a Supervisor, Park Ranger position. This is based on the need to address a supervisory deficit in the Park Ranger division and strong desire to have a more elevated enforcement and customer service presence at City parks and recreational facilities. The position will manage the current Park Ranger program and service delivery.
- Reclassify one of the Administrators, Community Services positions to Administrator, Civic Center (title change only). The Administrator, Civic Center would manage the Civic Center as well as Audio-Video Services for the city. This position had been overseeing the staff and programs of Sahuaro Ranch in addition to the Civic Center. Sahuaro Ranch will now move to the other Administrator position.
- Reclassify (title change only) the Community Services Program Manager to Public Facilities, Recreation and Special Events Program Manager to match the change in department title.

Analysis

The Human Resources and Risk Management Department work closely with Department Directors in conducting job studies to determine whether a job requires reclassification. It is important that job descriptions accurately reflect the duties being performed by employees and that the job classification

reflects the level of duties and responsibilities required of the position. This helps ensure that the City provides a clear understanding to employees of what their duties are, helps to identify the appropriate level within the organization the position holds and helps supervisors with directing and assessing the performance of employees. It also assists with any confusion that might arise between the City and employees as to the duties and responsibilities required of a position.

Previous Related Council Action

On June 14, 2016, Council approved the FY 2016-17 Budget which includes a listing of all approved positions in Schedule 9 of the Budget Book.

Community Benefit/Public Involvement

Ensuring that job descriptions appropriately reflect the duties being performed protect the city from potential litigation and help ensure that the citizens are receiving the appropriate level of services necessary.

Budget and Financial Impacts

Based on salary savings, there is no budget impact this fiscal year.

Positions Recommended for Reclassification
September 13, 2016

Position Number	Department	Fund #	Fund Name	Previous Title	New Title	Description of Request	Effective Date of Action	Estimated Base Cost for Remainder of FY
1191	Budget & Finance	1000	General	Customer Service Rep	Licensing Specialist	Department realignment	9/17/2016	\$0.00
2462	Public Works	2590	Fleet Services	Administrative Support Specialist	Cell Site Program Coordinator	Department realignment	9/17/2016	\$0.00
165	Public Works	1000	General	Administrative Sppt Coord	Supervisor, Engineering Support	Department realignment	9/17/2016	\$2,266.20
169	Public Works	2480	Sanitation	Equip Operator (Sold Wst Mgt)	Solid Waste Routing Specialist	Department realignment	9/17/2016	\$0.00
910	Fire	1000	General	Fire Inspector, Sr.	Fire Inspector	Department realignment	9/17/2016	\$0.00
940	Water Services	2400	Water Services	Water Services System Technician	Supervisor, Water Services	Department realignment	9/17/2016	\$0.00
2376	Police	1000	General	Account Specialist	Supervisor, Support Services	Department realignment	9/17/2016	\$0.00
1638	Police	1000	General	Police Community Svcs Officer	Police Forensics Specialist	Department realignment	9/17/2016	\$0.00
253	Intergovernmental Programs	1000	General	Executive Assistant	Council Asst	Department realignment	9/17/2016	\$10,661.64
106	Intergovernmental Programs	1000	General	Council Asst	Intergovernmental Coordinator	Department realignment	9/17/2016	\$7,146.71
820	Intergovernmental Programs	1000	General	Administrative Sppt Specialist	Executive Assistant	Department realignment	9/17/2016	\$0.00
2470	City Attorney	1000	General	Records Coordinator	Legal Assistant	Department realignment	9/17/2016	\$0.00
1188	Community Services	1000	General	Neighborhood Svcs Coord	Neighborhood Services Program Manager	Department realignment	9/17/2016	\$0.00
479	Public Facilities, Recreation & Special Events	1000	General	Community Svcs Program Manager	Public Facilities, Recreation & Special Events Program Manager	Department realignment	9/17/2016	\$0.00
1770	Public Facilities, Recreation & Special Events	1000	General	Admin, Community Services	Administrator, Civic Center	Department realignment	9/17/2016	\$0.00
1017	Public Facilities, Recreation & Special Events	1000	General	Park Ranger	Park Ranger Supervisor	Department realignment	9/17/2016	\$0.00



Legislation Description

File #: 16-416, **Version:** 1

RESOLUTION NO. 5145 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT ENTITLED, "MASTER STUDENT PLACEMENT AGREEMENT" WITH PEORIA UNIFIED SCHOOL DISTRICT NO. 11, WORK BASED LEARNING PROGRAM, FOR STUDENT INTERNSHIP OPPORTUNITIES.

Staff Contact: Jim Brown, Director, Human Resources and Risk Management

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an Intergovernmental Agreement (IGA) with the Peoria Unified School District No. 11, for the purpose of student internship opportunities.

Background

The Career & Technical Education program of the Peoria Unified School District, integrates Career Exploration, Technology and Work Based Learning to provide students with the personal, interpersonal, career and technical skills needed to graduate with a relevant foundation and passion for their chosen career field. Students enrolled in the program are required to complete a minimum of 100 hours of internship service and work with the local business community each week to observe and integrate classroom skills in a "real world" setting to receive high school credit.

Business partners to the program provide challenging internship experiences through offering experiences and observational opportunities of educational value, competency based skills that will lead to entry level employment, and/or preparation for skills necessary for postsecondary education.

Analysis

Departments would choose be part of this internship program during any semester if time and resources permit, and would develop a set of learning criteria for each placement. Students work closely with their academic advisors to be placed in internships appropriate to their skills and interests. Students would be assigned an on-site mentor, who would provide them with one-on-one direction and instruction on various aspects of the work environment. There is no cost associated with bringing on a student intern.

Previous Related Council Action

No previous Council action has been taken on this item.

Community Benefit/Public Involvement

High school internship programs benefit the City of Glendale through the day to day assistance a student worker provides and in creating a future workforce of skilled and motivated potential employees.

Budget and Financial Impacts

There is no budget or financial impact associated with this item.

RESOLUTION NO. 5145 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT ENTITLED, "MASTER STUDENT PLACEMENT AGREEMENT" WITH PEORIA UNIFIED SCHOOL DISTRICT NO. 11, WORK BASED LEARNING PROGRAM, FOR STUDENT INTERNSHIP OPPORTUNITIES.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that an intergovernmental agreement entitled, "Master Student Placement Agreement" with Peoria Unified School District No. 11, Work Based Learning Program, for student internship opportunities be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver any and all documents necessary to effectuate said agreement on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this day of , 2016.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

MASTER STUDENT PLACEMENT AGREEMENT
Between

PEORIA UNIFIED SCHOOL DISTRICT NO. 11
WORK BASED LEARNING PROGRAM
and the
CITY OF GLENDALE

This Student Placement Agreement is entered into on this 1st day of October, 2016, (“Effective Date”) between Peoria Unified School District NO. 11 (the “School”) and the City of Glendale, an Arizona municipal corporation (the “City”).

1. DURATION.

The duration of this Agreement shall be for three (3) years, commencing on the Effective Date and expiring on the three-year anniversary date of the Effective Date. This Agreement may be renewed for two (2) additional one (1) year periods, by written agreement of the parties, for a maximum duration of five (5) years. The parties may revise or modify this Agreement only by a written amendment signed by both parties.

2. GENERAL TERMS.

- 2.1 The purpose of this Agreement is to establish a relationship between the School and the City to enable an educational experience for students at City’s site (“Field Experience”) that may qualify for School academic credit as determined by School. The educational programs within the School (“Programs”) are varied and administered by numerous colleges or departments within the School (“School Departments”). This Agreement is intended to allow participation of students who are studying in such Programs to obtain Field Experience, in accordance with the provisions of this Agreement. The parties agree that each party benefits from the mutual promises made herein by furthering the implementation of Field Experiences. This Agreement does not affect any existing student placement agreements currently in effect.
- 2.2 Designating Programs. Each School Department that desires to have a Program participate under this Agreement shall submit a signed and completed Program Participation Internship Form (attached as Exhibit A) to the City. Upon School’s receipt of City’s signed copy of such form, the parties agree that such Program through its corresponding School Department is participating under this Agreement.
- 2.3 Each School Department and the City will agree on a schedule for student participation at the City, including the length of field training.
- 2.4 The student’s participation should complement the business activities of the City. Students will not be used in lieu of professional or staff personnel and will be under the supervision of a City employee.

- 2.5 Each student is expected to perform with high standards at all times and comply with all written policies and regulations of the City.
- 2.6 Either the City or the School Department may require withdrawal or dismissal from participation in the Field Experience of any student whose performance record or conduct does not justify continuance.
- 2.7 Neither the School nor the City is obligated to provide for the student's transportation to and from the City or for health insurance for the student.
- 2.8 A meeting or telephone conference between representatives of the appropriate School Department and the City will occur at least once each semester to evaluate the educational program and review this Agreement.
- 2.9 To the extent not already agreed to by the parties in accordance with the Program Participation Internship Form, statements of performance objectives for this educational experience will be the joint responsibility of the appropriate School Department and City personnel.
- 2.10 The City and the School agree that each party will budget for and pay its own costs associated with performance of this Agreement.
- 2.11 The parties agree that either party may terminate this Agreement at any time and for any reason by providing the other party written notice 90 days prior to the termination date. The parties do not currently contemplate joint acquisition of property pursuant to this Agreement. If, however, property is acquired, upon termination of this Agreement any such property shall be retained by the party that purchased or provided it. If property is jointly acquired by the parties, it shall be distributed equally upon termination.

3. **CITY'S OBLIGATIONS.**

- 3.1 City agrees to appoint an Educational Coordinator who is responsible for the educational activities and supervision of School students participating under this Agreement. Depending on the number and types of School Departments and students, City may appoint multiple Educational Coordinators as appropriate.
- 3.2 City agrees to submit to the appropriate School Department an evaluation of each student's progress. The format for the evaluation is established by the School in consultation with the City.
- 3.3 INDEMNIFICATION: The City is responsible for the acts and omissions of its employees and agents and must maintain adequate insurance (which may include a bona fide self-insurance program) to cover any liability arising from the acts and omissions of the City's employees and agents. The City is not responsible for maintaining insurance to cover liability arising from the acts and omissions of the students, employees and agents of the School. School students are not deemed to be employees of City by virtue of this Agreement.

4. **SCHOOL'S OBLIGATIONS.**

- 4.1 As applicable, each School Department will provide an administrative framework, including designating a School faculty or other representatives, to coordinate scheduling, assist in advising students and provide course information and objectives to the extent such course information and objectives are deemed necessary and not specified in the Program Participation Form.
- 4.2 As applicable, each School Department will be responsible for developing and carrying out procedures for student selection and admission.
- 4.3 The School is responsible for the acts and omissions of its employees and agents and maintains insurance coverage through the Valley Schools Insurance Trust self-insurance program to cover liabilities arising from the acts and omissions of the School's employees, students, and agents participating under this Agreement. The School is not responsible for maintaining insurance coverage for liability arising from the acts and omissions of the City's employees and agents. The School shall maintain insurance coverage in the following amounts:
- (A) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit (i.e., \$2,000,000).
- (B) Professional Liability Insurance: In amounts not less than \$2,000,000.00 per occurrence and \$4,000,000 .00 annual aggregate.
- 4.4 INDEMNIFICATION: School shall be responsible for the acts and omissions of its students, employees and agents and must maintain adequate insurance (which may include a bona fide self-insurance program) to cover any liability arising from the acts and omissions of the School's employees and agents. The School is not responsible for maintaining insurance to cover liability arising from the acts and omissions of the employees and agents of the City. School students are not deemed to be employees of City by virtue of this Agreement.

5. **STATE OF ARIZONA PROVISIONS.**

- 5.1 **Non-discrimination.** The parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including, but not limited to, the Americans with Disabilities Act and affirmative action. The parties further agree not to discriminate against any student, 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. By signing this Agreement, each party warrants compliance with this section.

- 5.2 Conflict of Interest. School's and City's participation in this Agreement may be subject to A.R.S. § 38-511.
- 5.3 Notice of Arbitration Statutes. Parties to this Agreement shall use mandatory arbitration in a legal action if mandatory arbitration is required under A.R.S. § 12-1518.
- 5.4 Failure of Legislature to Appropriate. If School's or City's performance under this Agreement depends upon the appropriation of funds, pursuant to Arizona state law, and if there is a failure to appropriate the funds necessary for performance, then such party may provide written notice of this to the other party and cancel this Agreement without further obligation.

6. Notice

All notices or other communications by either party to the other hereunder shall be in writing and shall be deemed properly delivered (i) when received by the party; or (ii) three (3) days after deposit in the United States mail of such notice or communication to the parties entitled thereto, registered or certified mail, postage repaid, to the parties at the following address:

If to Glendale:

Human Resources Director
 City of Glendale
 5850 W. Glendale Avenue
 Glendale, Arizona 85301

If to School:

Peoria Unified School District
 Chief Financial Officer
 6330 West Thunderbird Road
 Glendale AZ 85306

With a copy to:

City Attorney
 City of Glendale
 5850 West Glendale Avenue, Suite 450
 Glendale, Arizona 85301

7. MISCELLANEOUS.

- 7.1 Neither party shall have the right to assign this Agreement without the prior written consent of the other party.
- 7.2 This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. Notwithstanding the above, this Agreement does not replace, supersede or affect any existing student placement agreements currently in effect. This Agreement shall be governed by the laws of Arizona, the courts of which state shall have jurisdiction over its subject matter.
- 7.3 The individual signing on behalf of City hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of City and that this Agreement is binding upon City in accordance with its terms.

- 7.4 The School and City have registered with and will continue to participate in the E-Verify program established by the United States Department of Homeland Security and Social Security Administration or any successor program. The School and City warrant compliance with all federal immigration laws and understand that any breach of this warranty subjects the breaching party to penalties, including termination of this Agreement. To the extent permitted by state and federal law, the City and School agree that they may inspect any documents necessary to ensure the other party is in compliance with this paragraph.
- 7.5 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- 7.6 Nothing in this Agreement shall create any third-party beneficiary rights.
- 7.7 Student Educational Records. The School and City recognize that student educational records are protected by the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g). City agrees to comply with FERPA and to not make any disclosures of student educational records to third parties without prior notice to and authorization from the School or as otherwise provided by law.
- 7.8 Severability. In the event that any court of competent jurisdiction determines that any term or provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term and provision of this Agreement, other than those held to be invalid or unenforceable, shall be valid and enforceable to the fullest extent by law.

“School”:

PEORIA UNIFIED SCHOOL DISTRICT

By: _____
Its: _____

”City”:

CITY OF GLENDALE, an Arizona municipal corporation

By: _____
Its: _____

ATTEST:

Julie Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael Bailey, City Attorney

EXHIBIT A
_____ and City of Glendale Master Student Placement Agreement
School Program Participation Internship Form

In accordance with Section 2.2 of the Master Student Placement Agreement (“Agreement”), the following Program as further described below shall be a participating program to the Agreement:

1. Program:
(Description)

2. Field Experience Description/Term:
(Description)

3. Field Experience Purpose:
(Description)

4. Program Contact:
(Description)

THE CITY OF GLENDALE	
By: _____	By: _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____



Legislation Description

File #: 16-406, **Version:** 1

RESOLUTION NO. 5146 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A MODIFICATION TO THE FEDERAL FISCAL YEAR 2016 STATE AND LOCAL TASK FORCE INTERGOVERNMENTAL AGREEMENT WITH THE UNITED STATES DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION.

Staff Contact: Rick St. John, Interim Police Chief

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing a modification to the Federal Fiscal Year (FFY) 2016 State and Local Task Force intergovernmental agreement (IGA) with the United States Department of Justice Drug Enforcement Administration (DEA).

Background

The Glendale Police Department has partnered with DEA for more than two decades, and has participated in the DEA Task Force since 2007. On September 22, 2015, the City of Glendale entered into an IGA (Contract Number C-10297), with the United States Department of Justice DEA to continue participation in the Task Force within the Phoenix Area for FFY 2016. The term of agreement was initially September 30 through September 29, which has been the standing term date of previous IGAs for the past several years. Due to a mandated change by the United States Department of Justice, all new agreements must be issued in accordance with the period of performance timeframe, which is October 1 through September 30. The change in the term time frame will be in effect with the proposed FFY 2017 IGA, which will also be presented to City Council on this agenda for approval. This change will result in a lapse of agreement coverage for September 30, 2016.

Analysis

To alleviate the situation, the DEA prepared a modification to the existing FFY 2016 State and Local Task Force agreement (C-10297). The Glendale Police Department's Legal Advisor has reviewed and approved the proposed modification. If Council approves the requested action, the first sentence of Paragraph 13 will be modified by deleting the text "September 29, 2016" and replacing it with "September 30, 2016." Staff is requesting Council adopt the proposed resolution authorizing a modification to the FFY 2016 State and Local Task Force IGA with the United States Department of Justice DEA.

Previous Related Council Action

On September 22, 2015, Council adopted Resolution No. 5020 New Series, authorizing the City Manager to

File #: 16-406, Version: 1

enter into an IGA (C-10297) with the United States Department of Justice DEA for continued participation in a Task Force in the Phoenix Area.

Budget and Financial Impacts

There is no cost to the city to enter into this modification to the IGA.

RESOLUTION NO. 5146 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A MODIFICATION TO THE FEDERAL FISCAL YEAR 2016 STATE AND LOCAL TASK FORCE INTERGOVERNMENTAL AGREEMENT WITH THE UNITED STATES DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION.

WHEREAS, on September 22, 2015, City Council adopted Resolution No. 5020, authorizing the City Manager to enter into an Intergovernmental Agreement (IGA) with the United States Department of Justice, Drug Enforcement Administration for continued participation in a task force in the Phoenix area.

WHEREAS, the United States Department of Justice, Drug Enforcement Administration, and the City of Glendale wish to modify the time frame of IGA to expire on September 30, 2016.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the Modification to the Federal Fiscal Year 2016 State and Local Task Force Intergovernmental Agreement with the United States Department of Justice, Drug Enforcement be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk to execute and deliver any and all documents necessary to effectuate said agreement on behalf of the Glendale Police Department.

[Signatures on the following page.]

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of
Glendale, Maricopa County, Arizona, this day of , 2016.

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

iga_pd_mod.doc

MODIFICATION OF
STATE AND LOCAL TASK FORCE AGREEMENT
BETWEEN
THE DRUG ENFORCEMENT ADMINISTRATION
PHOENIX FIELD DIVISION
AND
THE CITY OF GLENDALE, AN ARIZONA MUNICIPAL CORPORATION
ACTING THROUGH THE GLENDALE POLICE DEPARTMENT
PROGRAM-FUNDED - STATE AND LOCAL TASK FORCE AGREEMENT

As agreed to by the parties, this document modifies the Agreement dated September 30, 2015, between the United States Department of Justice, Drug Enforcement Administration (DEA) and the City of Glendale, an Arizona Municipal Corporation acting through the Glendale Police Department. The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

MODIFICATION:

In Paragraph 13, the first sentence is modified by deleting the text "September 29, 2016" and replacing it with "September 30, 2016."

For the Drug Enforcement Administration:

Douglas W. Coleman
Special Agent in Charge
Phoenix Field Division

Date: _____

For the City of Glendale, an Arizona Municipal Corporation acting through the Glendale Police Department:



Rick St. John
Interim Chief of Police
Glendale Police Department

Date: 8-22-16



Legislation Description

File #: 16-407, **Version:** 1

RESOLUTION NO. 5147 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT ENTITLED "PROGRAM-FUNDED STATE AND LOCAL TASK FORCE AGREEMENT" WITH THE UNITED STATES DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION (DEA), FOR FEDERAL FISCAL YEAR 2017 TO CONTINUE PARTICIPATING IN A DEA TASK FORCE IN THE PHOENIX AREA.

Staff Contact: Rick St. John, Interim Police Chief

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement (IGA) with the United States Department of Justice Drug Enforcement Administration (DEA) for federal fiscal year 2017 to continue participation in a DEA Task Force in the Phoenix Area.

Background

The Glendale Police Department has partnered with DEA for more than two decades to fight the importation, sale and use of dangerous drugs and narcotics; aiming to interdict the supply of drugs and the transfer of large sums of money that accompany the illicit drug trade. The Glendale Police Department has participated in the DEA Task Force since 2007, assigning detectives to the Task Force in the Phoenix area. The current IGA for participation in the Task Force will expire September 29, 2016.

The goal of the Task Force is the disruption of illicit drug trafficking in the State of Arizona by immobilizing targeted violators and trafficking organizations. The assigned detectives gather and report intelligence data relating to trafficking in narcotics and dangerous drugs, conduct undercover operations where appropriate, and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Arizona.

The partnership with DEA promotes close cooperation between the agencies and greatly enhances information sharing, which assists with large scale operations to suppress drug importation and sales. The experience gained by the detectives assists the Glendale Police Department with staying informed of drug trafficking and its impact on the City of Glendale.

Analysis

The agreement requires Glendale Police Department to assign two (2) detectives to the Task Force. During the period of assignment, the city remains responsible for establishing the salary and benefits of the assigned

detectives, including overtime. The DEA will reimburse the city for overtime payments made to the detectives assigned to the Task Force, up \$17,753 annually per detective. If Council approves the requested action, the term of this IGA will be October 1, 2016 through September 30, 2017. Staff is requesting Council adopt the proposed resolution and authorize the City Manager to enter into the IGA with DEA for federal fiscal year 2017 to continue participation in the Task Force.

Previous Related Council Action

On September 22, 2015, Council adopted a resolution (No. 5020 New Series) authorizing the City Manager to enter into an IGA with the United States Department of Justice DEA for continued participation in a Task Force in the Phoenix Area.

Community Benefit/Public Involvement

Participation in the Task Force provides additional knowledge and experience that assists the Glendale Police Department with removing drug traffickers and the effects of their operations from city neighborhoods. Protecting the lives and property of the citizens of Glendale is an ongoing priority for law enforcement.

Budget and Financial Impacts

There is no cost to the city to enter into this IGA. Without this IGA, overtime costs for these types of drug investigations would have to be absorbed by the Police Department budget.

RESOLUTION NO. 5147 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT ENTITLED "PROGRAM-FUNDED STATE AND LOCAL TASK FORCE AGREEMENT" WITH THE UNITED STATES DEPARTMENT OF JUSTICE, DRUG ENFORCEMENT ADMINISTRATION (DEA), FOR FEDERAL FISCAL YEAR 2017 TO CONTINUE PARTICIPATING IN A DEA TASK FORCE IN THE PHOENIX AREA.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the Intergovernmental Agreement entitled "Program-Funded State and Local Task Force Agreement" with the United States Department of Justice, Drug Enforcement Administration (DEA), for Federal Fiscal Year 2017 to continue participating in a DEA task force in the Phoenix area be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute and deliver any and all documents necessary to effectuate said agreement on behalf of the Glendale Police Department.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this day of , 2016.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

iga_pd_dea.doc

**PROGRAM-FUNDED STATE AND LOCAL TASK FORCE AGREEMENT
BETWEEN
DRUG ENFORCEMENT ADMINISTRATION
AND
THE CITY OF GLENDALE**

This agreement is made this 1st day of October, 2016, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and The City of Glendale, Arizona Municipal Corporation (hereinafter "City"), acting through the Glendale Police Department (hereinafter "GPD"). DEA, City and GPD are referred to herein individually as "Party" and collectively as "Parties." The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists throughout Arizona, and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the State of Arizona, the parties hereto agree to the following:

1. The DEA Phoenix Task Force will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the State of Arizona by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and,
 - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Arizona.
2. To accomplish the objectives of the DEA Phoenix Task Force the GPD agrees to detail two (2) experienced officers to the Task Force for a period of not less than two years. During this period of assignment, the GPD officers will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The GPD officers assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The GPD Officers assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 U.S.C. §878.

5. To accomplish the objectives of the DEA Phoenix Task Force, DEA will assign three (3) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and GPD Officers assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.
6. During the period of assignment to the DEA Phoenix Task, the GPD will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the GPD for overtime payments made by it to the GPD Officers assigned to the DEA Phoenix Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, Step 1, rest of the United States (RUS) Federal employee (currently \$17,753), per officer. *Note: Task Force Officer's Overtime shall not include any costs for benefits, such as retirement, FICA, and other expenses.*
7. In no event will the GPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.
8. The GPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
9. The GPD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The GPD shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved, or for a period of three (3) after termination of this agreement, whichever is later.
10. The GPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.
11. The GPD agrees that an authorized Officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying: Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The GPD acknowledges that this agreement will not take effect and no Federal funds will be awarded to the GPD by DEA until the completed certification is received.
12. When issuing statements, press releases, requests for proposals, bid solicitations, and other GPD documents describing projects or programs funded in whole or in part with federal money, the GPD shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money; and, (2) the dollar amount of federal funds for the project or program.

13. The term of this agreement shall be effective from the date in paragraph number one (1) until September 30, 2017. This agreement may be terminated by either party on thirty days' advance written notice. Billings for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by GPD during the term of this agreement.

For the Drug Enforcement Administration:

Date _____
Douglas W. Coleman
Special Agent in Charge

For the City of Glendale, an Arizona Municipal Corporation, acting through the Glendale Police Department:



Date 8-22-16
Rick St. John
Interim Chief of Police

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachment



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - 447, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67 for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart E, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant.

Place of Performance (Street address, city, country, state, zip code)

DEA Arizona Offices

Check if there are workplace on file that are not identified here.

Section 67. 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 40617.

Check if the State has elected to complete OJP Form 40617.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in condition any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

For the City of Glendale, an Arizona Municipal Corporation, acting through the Glendale Police Department, 6835 N. 57th Dr., Glendale, AZ 85301


2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

Rick St. John, Interim Chief

5. Signature



6. Date

3-22-16



Legislation Description

File #: 16-420, **Version:** 1

RESOLUTION NO. 5148 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO AND ACCEPTANCE OF THE FY 2016 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM AWARD (AWARD NO. 2016-DJ-BX-1008) FROM THE UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, IN THE APPROXIMATE AMOUNT OF \$86,509 ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

Staff Contact: Rick St. John, Interim Police Chief

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to accept a Fiscal Year (FY) 2016 Edward Byrne Memorial Justice Assistance Grant (JAG) Program award, number 2016-DJ-BX-1008, on behalf of the Glendale Police Department in the approximate amount of \$86,509 from the United States Department of Justice, Office of Justice Programs, and enter into a grant award agreement.

Background

The Glendale Police Department has accepted funding from the Edward Byrne Memorial JAG Program annually since 2005. In honor of the New York police officer who died in the line of duty, the Edward Byrne Memorial JAG Program is the primary provider of federal criminal justice funding to state and local jurisdictions. The JAG Program provides states and units of local government with critical funding necessary to support a range of program areas including law enforcement, prosecution and court programs, prevention and education programs, corrections and community corrections, drug treatment and enforcement, crime victim and witness initiatives, and planning, evaluation and technology improvement programs.

JAG funds may be used for state and local initiatives, technical assistance, strategic planning, research and evaluation (including forensics), data collection, training, personnel, equipment, forensic laboratories, supplies, contractual support, and criminal justice information systems that will improve or enhance such areas. The grant funding is available to a unit of local government identified as a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may also be a federally recognized Indian Tribe that performs law enforcement functions. The amount awarded to each city is based on the population and crime statistics of the community.

Analysis

The Glendale Police Department has seen an increase in the number of firearms submitted to the property and evidence unit for each of the last three years, and the current year continues the upward trend. In 2014,

the average was 57 firearms processed each month, and in 2015 the average was 74 firearms per month. Suspects arrested for gun violence crimes routinely have weapons with them, other than firearms, which has resulted in the Glendale Police Department also processing another 54 non-firearm weapons on a monthly basis. If Council approves the requested action, the funds from the grant will be utilized to hire a contract employee to work in the evidence room to provide primary support for the processing and tracking of weapons.

The grant funds will be used to pay the contract employee's wages and associated benefits for a two year period. The contract employee's duties will include handling weapons and related evidence in accordance with evidentiary processing procedures, ensuring that the weapons are properly transported for all required analysis, and making sure the information associated with the analysis is passed to the Investigations Unit. Staff is recommending Council adopt the proposed resolution authorizing the City Manager to accept the FY 2016 Edward Byrne Memorial JAG program award from the United States Department of Justice, Office of Justice Programs, and enter into an agreement.

Previous Related Council Action

On October 13, 2015, Council adopted a resolution (No. 5030 New Series) authorizing the City Manager to accept the FY 2015 Edward Byrne Memorial JAG Program award in the approximate amount of \$85,149 from the United States Department of Justice, Office of Justice Programs, and enter into an agreement.

Budget and Financial Impacts

There is no financial match required for this grant. A specific account will be established in Fund 1840, the city's grant fund, once the agreement is fully executed.

RESOLUTION NO. 5148 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO AND ACCEPTANCE OF THE FY 2016 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM AWARD (AWARD NO. 2016-DJ-BX-1008) FROM THE UNITED STATES DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, IN THE APPROXIMATE AMOUNT OF \$86,509 ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Council of the City of Glendale authorizes the entering into of the FY 2016 Edward Bryne Memorial Justice Assistance Grant Program Award (Award No. 2016-DJ-BX-1008) from the United States Department of Justice, Office of Justice Program, and acceptance of grant funds in the approximate amount of \$86,509 on behalf of the Glendale Police Department. Said agreement is on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk are authorized and directed to execute and deliver any and all documents necessary for the entering into and acceptance of said grant on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this day of , 2016.

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager



U.S. Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

August 15, 2016

Mr. Kevin Phelps
City of Glendale
5850 W. Glendale Ave.
Glendale, AZ 85301-2563

Dear Mr. Phelps:

On behalf of Attorney General Loretta Lynch, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 16 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of \$86,509 for City of Glendale.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Tahitia M. Barringer, Program Manager at (202) 616-3294; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Denise O'Donnell".

Denise O'Donnell
Director

Enclosures



OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

U.S. Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690

TTY: (202) 307-2027

E-mail: askOCR@usdoj.gov

Website: www.ojp.usdoj.gov/ocr

August 15, 2016

Mr. Kevin Phelps
City of Glendale
5850 W. Glendale Ave.
Glendale, AZ 85301-2563

Dear Mr. Phelps:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <http://ojp.gov/about/ocr/vawafaqs.htm>.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEOP Requirement

If your organization has less than fifty employees or receives an award of less than \$25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and receives an award of \$25,000 or more, but less than \$500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

If your organization is a government agency or private business and has received an award for \$500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at <http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf>.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOSubmission@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination


If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see http://www.ojp.usdoj.gov/funding/other_requirements.htm.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Glendale 5850 W. Glendale Ave. Glendale, AZ 85301-2563		4. AWARD NUMBER: 2016-DJ-BX-1008	
2a. GRANTEE IRS/VENDOR NO. 866000250		5. PROJECT PERIOD: FROM 10/01/2015 TO 09/30/2019 BUDGET PERIOD: FROM 10/01/2015 TO 09/30/2019	
2b. GRANTEE DUNS NO. 077523579		6. AWARD DATE 08/15/2016	7. ACTION Initial
3. PROJECT TITLE FY 16 JAG Program		8. SUPPLEMENT NUMBER 00	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).		9. PREVIOUS AWARD AMOUNT \$ 0	
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY16(BJA - JAG) 42 USC 3750, et seq.		10. AMOUNT OF THIS AWARD \$ 86,509	
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.738 - Edward Byrne Memorial Justice Assistance Grant Program		11. TOTAL AWARD \$ 86,509	
15. METHOD OF PAYMENT GPRS			
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Denise O'Donnell Director		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Kevin Phelps City Manager	
17. SIGNATURE OF APPROVING OFFICIAL <i>Denise O'Donnell</i>		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR X B DJ 80 00 00 86509 FUND CODE BUD. ACT. DIV. REG. SUB. POMS AMOUNT		21. RDJUGT0226	



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
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Grant**

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PROJECT NUMBER 2016-DJ-BX-1008

AWARD DATE 08/15/2016

SPECIAL CONDITIONS

1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this 2016 award from the Office of Justice Programs (OJP).

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this 2016 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded in 2014 or earlier years), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2016 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. Compliance with DOJ Grants Financial Guide

The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide"), including any updated version that may be posted during the period of performance.

3. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <http://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.



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PROJECT NUMBER 2016-DJ-BX-1008

AWARD DATE 08/15/2016

SPECIAL CONDITIONS

4. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

5. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

6. Requirements related to System for Award Management and Unique Entity Identifiers

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <http://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <http://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

7. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <http://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: Award Condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.



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Office of Justice Programs
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PROJECT NUMBER 2016-DJ-BX-1008

AWARD DATE 08/15/2016

SPECIAL CONDITIONS

8. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

9. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

11. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

12. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://ojp.gov/funding/ojptrainingguidingprinciples.htm>.



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PROJECT NUMBER 2016-DJ-BX-1008

AWARD DATE 08/15/2016

SPECIAL CONDITIONS

13. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

14. The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

15. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

17. Restrictions on "lobbying"

Federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.

Should any question arise as to whether a particular use of Federal funds by a recipient (or subrecipient) would or might fall within the scope of this prohibition, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.



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PROJECT NUMBER 2016-DJ-BX-1008

AWARD DATE 08/15/2016

SPECIAL CONDITIONS

18. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at <http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

19. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.



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PROJECT NUMBER 2016-DJ-BX-1008

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SPECIAL CONDITIONS

20. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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21. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

22. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

23. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

24. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

25. Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.



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26. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov/gsp_grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.
27. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
28. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.
29. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
30. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
31. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
32. The grantee agrees that within 120 days of award acceptance, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).
33. The recipient agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.



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34. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
35. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

36. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the grant funds in the trust fund (including any interest earned) during the period of the grant and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to the Office of Justice Programs at the time of closeout.
37. JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.



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38. Ballistic-resistant and stab-resistant body armor purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (<http://nij.gov>). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: <http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm>.
39. The recipient agrees to submit a signed certification that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any JAG funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.
40. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the DOJ Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.
41. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
42. Award recipients must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
43. Any law enforcement agency receiving direct or sub-awarded JAG funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.
44. BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to your My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If you do not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once you register, one of the available areas on your My BJA page will be "My Success Stories". Within this box, you will see an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the new BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.
45. Recipient understands and agrees that award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>



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46. The recipient understands that, pursuant to recommendation 2.1 of Executive Order 13688, law enforcement agencies that acquire controlled equipment through Federal programs must adopt robust and specific written policies and protocols governing General Policing Standards and Specific Controlled Equipment Standards. General Policing Standards includes policies on (a) Community Policing; (b) Constitutional Policing; and (c) Community Input and Impact Considerations. Specific Controlled Equipment Standards includes policies specifically related to (a) Appropriate Use of Controlled Equipment; (b) Supervision of Use; (c) Effectiveness Evaluation; (d) Auditing and Accountability; and (e) Transparency and Notice Considerations. Upon OJP's request, the recipient agrees to provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols.
47. Recipient understands and agrees that the purchase or acquisition of any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, with award funds by an agency will trigger a requirement that the agency collect and retain (for at least 3 years) certain information about the use of 1) any federally-acquired Controlled Equipment in the agency's inventory, and 2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and make that information available to BJA upon request. Details about what information must be collected and retained may be accessed here: https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf
48. Recipient understands and agrees that failure to comply with conditions related to Prohibited or Controlled Expenditures may result in a prohibition from further Controlled Expenditure approval under this or other federal awards.
49. Recipient understands and agrees that award funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure list may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>.
50. Recipient understands and agrees that, notwithstanding 2 CFR § 200.313, no equipment listed on the Controlled Expenditure List that is purchased under this award may be transferred or sold to a third party, except as described below:
 - a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it was requesting approval to use award fund for the initial purchase of items on the Controlled Expenditure List.
 - b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.
 - c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.

Recipient further understands and agrees to notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased under this award, and to abide by any applicable laws and regulations in such disposal.
51. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Abstract portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.



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52. Recipient may not expend or drawdown funds until the Bureau of Justice Assistance (BJA) has received documentation demonstrating that the state or local governing body review and public comment requirements have been met and a Grant Adjustment Notice (GAN) has been approved releasing this special condition.



U.S. Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for City of Glendale

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.



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GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER

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This project is supported under FY16(BJA - JAG) 42 USC 3750, et seq.

1. STAFF CONTACT (Name & telephone number)

Tahitia M. Barringer
(202) 616-3294

2. PROJECT DIRECTOR (Name, address & telephone number)

Rick St John
Assistant Chief of Police
5850 W Glendale Ave
Glendale, AZ 85301-2563
(623) 930-3210

3a. TITLE OF THE PROGRAM

2016 Edward Byrne Memorial Justice Assistance Grant Program

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

FY 16 JAG Program

5. NAME & ADDRESS OF GRANTEE

City of Glendale
5850 W. Glendale Ave.
Glendale, AZ 85301-2563

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2015 TO: 09/30/2019

8. BUDGET PERIOD

FROM: 10/01/2015 TO: 09/30/2019

9. AMOUNT OF AWARD

\$ 86,509

10. DATE OF AWARD

08/15/2016

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

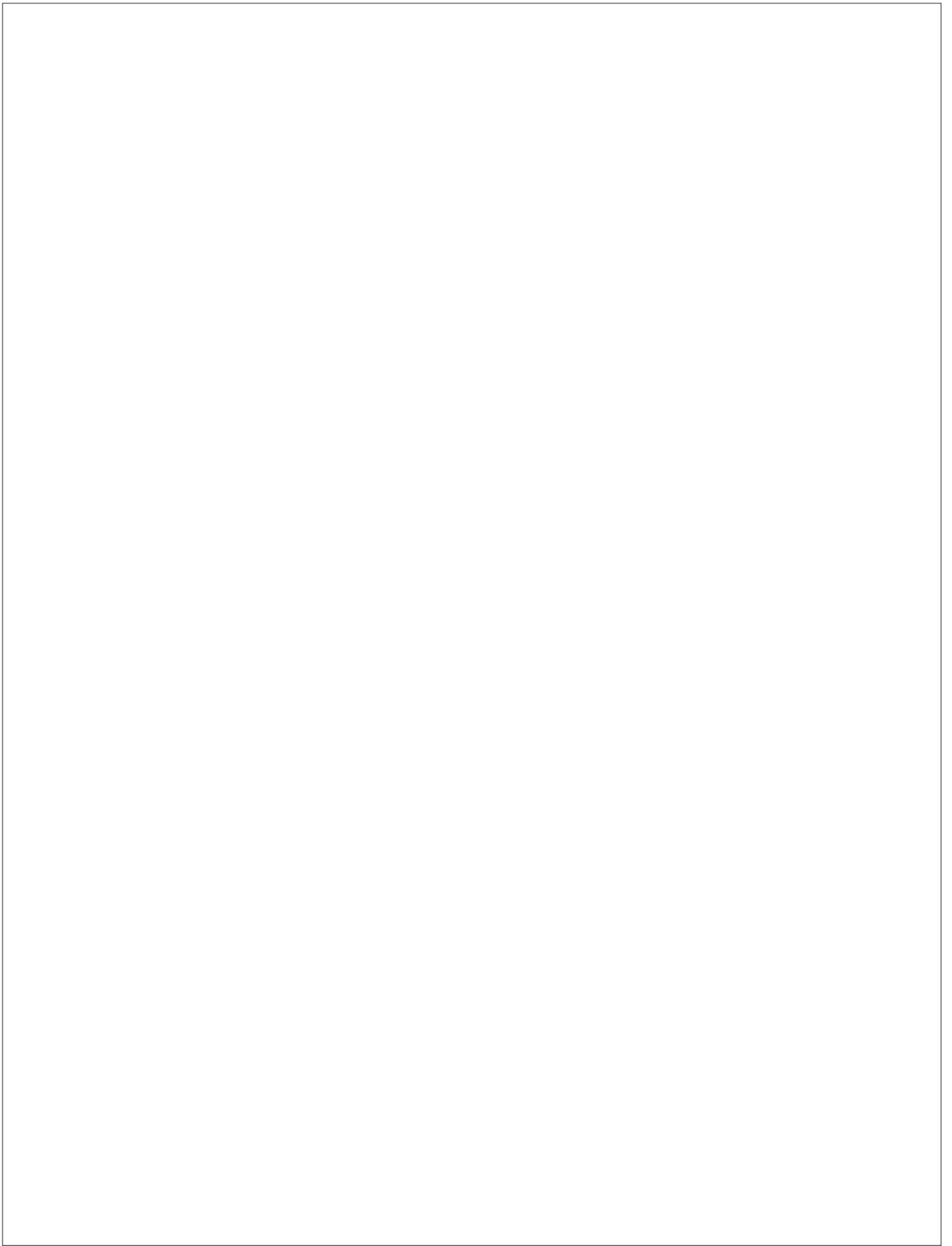
13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation).

The grantee will use the FY 2016 funds to hire personnel to process weapons brought into the police department's evidence section. The project goal is to enhance the prosecution of firearm cases. NCA/NCF





Legislation Description

File #: 16-408, **Version:** 1

RESOLUTION NO. 5149 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO OF A LICENSE AND USE AGREEMENT WITH COW CHOW CROPPERS FOR THE USE OF CITY-OWNED PROPERTY LOCATED AT 91ST AVENUE AND BETHANY HOME ROAD IN GLENDALE, ARIZONA.

Staff Contact: Tom Duensing, Assistant City Manager

Purpose and Recommended Action

This is a request for City Council to waive beyond reading the title and adopt a resolution authorizing the City of Glendale to enter into a License and Use Agreement between the City of Glendale and Cow Chow Croppers for the maintenance of the City-owned property located at 91st Avenue and Bethany Home Road.

Background

On October 13, 2015, Council adopted a resolution authorizing the City Manager to purchase real property located at the southwest corner of Bethany Home Road and 91st Avenue in Glendale. As staff is currently assessing the appropriate use of the property, temporary farming allows the property to be kept clean and free of debris at no maintenance cost to the City.

On July 29, 2016, Council was notified that the City had been approached by Paul Rovey, Rovey Farms, with a proposal to farm the land at 91st Avenue and Bethany Home Road which also serves to maintain the property. Staff identified that his farming entity, Cow Chow Croppers, would farm sorghum while the City evaluates the potential use of the property.

Analysis

This License and Use Agreement allows for Cow Chow Croppers, to farm Sorghum on the City-owned property from approximately August 1, 2016 to November 1, 2016. Cow Chow Cropper's is to be responsible for the maintenance of this vacant property, keeping it clean and free from debris and weeds as well as maintain dust control, while the City evaluates the best use for this City-owned property.

A Special Procurement Request for this proposed license was approved by the Budget and Finance Department, Materials Management Division on July 29, 2016.

Community Benefit/Public Involvement

This License and Use Agreement allows for the temporary farming of sorghum on the City-owned property while reducing City-provided maintenance needs.

Budget and Financial Impacts

There are no ongoing City maintenance costs relative to this agreement. Under the License and Use Agreement, a \$10 license fee is payable to the City.

RESOLUTION NO. 5149 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO OF A LICENSE AND USE AGREEMENT WITH COW CHOW CROPPERS FOR THE USE OF CITY-OWNED PROPERTY LOCATED AT 91ST AVENUE AND BETHANY HOME ROAD IN GLENDALE, ARIZONA.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Manager or designee and the City Clerk be authorized and directed to execute and deliver a License and Use Agreement with Cow Chow Croppers for the use of city-owned property located at 91st Avenue and Bethany Home Road in Glendale, Arizona. Said agreement is on file in the office of the City Clerk of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this day of , 2016.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

LICENSE AND USE AGREEMENT

This License and Use Agreement ("License") is executed to be effective this 2nd day of August, 2016 between the City of Glendale, an Arizona municipal corporation ("City"), and Cow Chow Croppers, an Arizona partnership ("CCC" or "Licensee") for the use of City-owned property for a farm, as more fully described in this License. The City and CCC are sometimes collectively referred to in this License as the "Parties."

RECITALS

- A. The City owns approximately 76 acres of vacant land at the southwest corner of Bethany Home Road and 91st Avenue in Glendale, Arizona, as more particularly described in Exhibit A, which is attached to this License and incorporated into the License by this reference (the "Property").
- B. The City currently is responsible for the maintenance of the Property, including weed and dust control, and will be relieved of this obligation under the License.
- C. The City finds that there is a public purpose for any City expenditure authorized by this License and that the benefit to the City resulting from Cow Chow Cropper's use of and improvements to the Property in accordance with the terms of this License are at least substantially equal to the City's expenditure.

AGREEMENT

NOW THEREFORE, based on the above recitals, which are incorporated here as the intent of the Parties in entering into this License, and in consideration of the terms of this License, the Parties agree as follows:

1. **Location and Use Fee.** The City licenses to Licensee the Property, consisting of approximately 3,313,609 square feet (76.07 acres) of land as depicted and legally described in Exhibit A, for the term of this License for payment of a Use Fee equal to Ten and No/100 Dollars (\$10.00) per year payable within 30 days of the Effective Date.
2. **Effective Date & Duration.** The License commences upon the Effective Date and continues until 11:59 p.m. on November 1, 2016 (the "Term" or "License Term").
3. **No Warranties by City.** City licenses the Property to Licensee in its current condition, "as is," with no representation or warranty by the City as to the quality, condition or suitability of use, and without any liability or obligation on the part of the City of making any alterations, improvements, or repairs of any kind on or about the Property.
4. **Use Restrictions.** Licensee will, in consultation and coordination with the City, use the Property as follows:

- 4.1. Licensee is granted the right during the License Term to occupy and use the Property for a sorghum farm operated and maintained in accordance with the terms of this License and the property standards stated in Section 4.5 of this License. Licensee may not use the Property for any other purposes, and will not allow anyone else to use the Property for any other purposes. Licensee will, at its sole cost and expense, procure any and all necessary permits, certificates, licenses, and other authorizations required for such purposes.
- 4.2. Licensee covenants and agrees that it will not use or occupy the Property or permit the Property to be used in a manner contrary to any federal, state, county, or local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by the City. Licensee will also not permit, create, or tolerate any public or private nuisance upon the Property.
- 4.3. INTENTIONALLY OMITTED.
- 4.4. Licensee will not (and will not allow any other person to) deposit, store, dispose of, place or otherwise locate or allow to be located on, under, or within the Property, any hazardous substances, including but not limited to Lead, Cadmium, Arsenic and Poly Aromatic Hydrocarbons and as the term is defined and/or regulated under any federal, state or local law, rule, regulation or order. In the event any such substances are found on, under or within the Property, the Licensee is solely responsible for any and all liabilities from such substances on, under, or within the Property, including the removal and/or remediation of such substances. Licensee agrees to fully indemnify City for any and all violations of this provision to the full extent of the law.
- 4.5. Licensee will comply with the following standards in the use of the Property:
 - a. Licensee will not place any buildings, structures or other improvements on the Property without the written consent of the City.
 - b. Licensee will provide and is solely responsible for the installation, use, maintenance and cost of all utilities required for the operation of the farm on the Property, including but not limited to all water, sewer, sanitation (trash collection) and electricity. Licensee is solely responsible for arranging with the proper utilities for the provision of services, including but not limited to working with Salt River Project to obtain water for the site, and for payment of all costs related to obtaining and using water.
 - c. Licensee will operate and maintain the Property in a neat and orderly manner and in accordance with all applicable City and Maricopa County requirements, including erosion control, weed control, trash pick-up, and dust control. Any dirt areas used for vehicle parking will be treated with asphalt millings or other approved dust control measures. Parking on native soil is not allowed.
 - d. Licensee will conduct its activities on the Property in a manner that does not disturb the peaceful and quiet enjoyment of the residents who live nearby or create nuisances as prohibited by the Glendale City Code or other applicable laws.

- e. Licensee must obtain approval for any lighting through the City's normal approval process but in no event will a light pole exceed 15 feet in height.
- f. Licensee will not use or store petroleum-based products, fertilizers, pesticides, propane or other chemicals on the Property, unless expressly permitted in writing by the City. Use of raw animal waste, manure, and/or human sewage on the Property, unless expressly permitted in writing by the City, is prohibited.
- g. INTENTIONALLY OMITTED.
- h. Licensee agrees to pay City, within thirty (30) days of being billed, any utility expenses incurred by City during the Term of the License (or any time following the License Term, in the event that Licensee's activities caused a utility expense), for utility costs directly related to Licensee's use, including but not limited to water and sewage expenses and solid waste disposal.
- i. INTENTIONALLY OMITTED.
- j. Licensee will take all appropriate measures to prevent tracking dust, dirt, mud, or other similar substances, onto all roads surrounding the Property, including but not limited to 91st Avenue and Bethany Home Road.

5. Soils Testing.

- 5.1. Prior to using the Property, City will obtain soil test results for certain metals and contaminants, which may include (at the City's sole discretion) total metals (arsenic, barium, cadmium, chromium, lead, selenium, silver and mercury), organochlorine pesticides, and chlorinated herbicides and any other parameters deemed necessary by the City from a soils testing consultant. If the soil test results indicate a contaminant level exceeding the maximum level established by EPA/ADEQ and as listed in the Arizona Administrative Code: http://www.azsos.gov/public_services/Title_18/18-07.htm ("Soil Remediation Level") Licensee will cease any use of the Property and this License will automatically terminate.
- 5.2. Prior to the addition of any soil, topsoil, soil enhancement or similar product to or on the Property, except soil, topsoil, soil enhancements or similar products purchased from a commercial retailer, Licensee and City will jointly consider the soil tests described in Section 5.1. If the soil test results indicate a contaminant level exceeding the Soil Remediation Level, Licensee will not add to or use the product on the Property. In the event Licensee wishes to use soil, topsoil, soil enhancements or similar products purchased from a commercial retailer, Licensee will provide the relevant product information to the City prior to use, and City will have three (3) business days to approve or deny the use of such products in the City's sole discretion.
- 5.3. No fewer than twenty (20) days prior to any License termination, the City will obtain, soil test results for certain metals and contaminants, which may include (at the City's sole discretion) total metals (arsenic, barium, cadmium, chromium, lead, selenium, silver and mercury), organochlorine pesticides, chlorinated

herbicides, and any other parameters deemed necessary by the City. If the soil test results indicate a contaminant level exceeding the Soil Remediation Level, Licensee is solely responsible for any and all liabilities from such substances on, under, or within the Property, including the removal and/or remediation of such substances. Licensee hereby agrees to fully indemnify City for any and all violations of this provision to the full extent of the law.

6. **Maintenance and Repair.** During the License Term, Licensee at its sole cost and expense will do and perform the following:
 - 6.1. Keep the Property in a neat, clean, pest-free and debris-free condition, including but not limited to keeping the Property free of weeds, pests, dead vegetative materials, garbage, compost, offensive odors, and tools and equipment.
 - 6.2. Keep the Property clear of all obstructions or refuse of any kind.
 - 6.3. Keep and maintain the Property in good and substantial repair so that the Property fully complies with all applicable laws, statutes, ordinances and regulations.
 - 6.4. Keep and maintain any abutting sidewalk around the Property in a neat, clean and dust-free condition, free and clear of all obstructions or refuse of any kind.
 - 6.5. In the event the Property is in such condition, need or state of disrepair that Licensee cannot continue to occupy and use the Property as permitted in this License, City will have no obligation to make, or liability for not undertaking to make, any alterations, improvements or repairs of any kind to the Property necessary to continue Licensee's use and occupancy of the Property during the License Term, and that upon such an event Licensee may make the alterations, improvements or repairs necessary to continue the License, all at Licensee's sole cost and expense, and with the prior written approval of City, which approval will not be unreasonably withheld.
 - 6.6. INTENTIONALLY OMITTED.
 - 6.7. Property will at all times be under the control of Licensee. As a result, Licensee is solely responsible for all security to protect the Property. However, the City reserves the right to have designated employees or agents enter the Property at any and all reasonable times. The designation of authorized individuals authorized to enter the Property will be determined solely by the City or its designee, as such interruption is necessary in the interest of public health or safety.
7. **Alterations and Modifications.** Licensee will not make, or cause to be made, any alterations or modifications to the Property without the prior written consent of the City. All City-approved alterations and modifications will (i) be performed and completed in a good, workmanlike manner at the sole cost and expense of Licensee; (ii) be completed in compliance with all applicable laws, ordinances, codes, rules, regulations, and/or orders; and (iii) become a part of the Property, and any title will vest in and be retained by City. In any farming operation on more than 10 contiguous acres of land, Licensee will comply with the Agriculture PM General Permit administered by the Arizona Department of Environmental Quality.

8. Improvements and Liens.

- 8.1. Licensee covenants and agrees that any improvements made by Licensee to the Property during the Term will be made only with the written consent of City, and will, at the termination of this License, without any cost to the City, right of recoupment or right of set-off against any unpaid amounts, become the sole property of City.
 - 8.2. Licensee will not permit the Property to become subject to any lien, including any liens imposed as a result of activities of Licensee, and if any lien attaches to the Property or any portion thereof, it constitutes a material breach of the License. City retains the right in its discretion to pay and discharge any such liens, and the amount of the liens, together with costs and reasonable attorneys' fees, will become additional amounts due immediately from Licensee.
- 9. Utilities and Services.** Licensee is solely responsible for the provision and payment of all City water, electricity, sewer or storm sewer charges, including the installation of a water meter or any other utility service used on the Property during the License Term, as well as any charges accruing prior to or following the License Term that relate to Licensee's use of the Property.
- 10. Assigning and Subletting.** This License is not assignable, and any attempted assignment is void and vests no rights in the purported assignee.
- 11. Right of Inspection.** Licensee agrees to permit City or City's agents, contractors, or employees to enter the Property at all reasonable times, and at any time in the case of emergency maintenance or repair, to view, or for normal maintenance or repair work, and Licensee waives any and all claims and demands for loss or damage on account of such entry to the Property. City will conduct its right of entry in a manner so as to reasonably minimize the disruption of Licensee's operations.
- 12. Use of City's Name/Logo.** In its activities pursuant to this License, the Licensee will not display the name "City of Glendale" or the City's logo or seal on its written materials without the prior written approval of the City Manager or designee.
- 13. Indemnification.** Licensee agrees to pay and to protect, defend, indemnify and save harmless City from and against, any and all liabilities, damages, costs, expenses (including any and all attorneys' fees and expenses of Licensee and any and all reasonable attorneys' fees and expenses of City), causes of action, suits, claims, demands, or judgments of any nature whatsoever arising from any acts or omissions as a result of Licensee's or any of its agents, servants, employees, contractors, licensees, sub-licensees or invitees use and occupancy of the Property including, but not limited to the following:
- 13.1. Any work or thing done in, on, or about the Property or any part of the Property, except for any work or things done by City.
 - 13.2. Injury to, or the death of persons or damage to property on the Property or upon adjoining sidewalks, including such injuries, death or damages which may occur on adjoining streets, alleys and curbs in any manner growing out of or connected with the use, non-use, condition, possession, operation, maintenance, management, or occupation of the Property.

- 13.3. Any negligence or intentional wrongful acts on the part of the Licensee or any of its agents, contractors, servants, members, officers, directors, volunteers, employees, licensees, sub-licensees and/or invitees.
- 13.4. Violation of any agreement or condition of this License and of conditions, permits, agreements, restrictions, statutes, charters, laws, rules, ordinances, or regulations affecting the Property or the ownership, occupancy, or use of the Property.
- 13.5. Any injury or death of persons or animals as a result of contaminants that are present in the soil, if any.
- 13.6. Nothing in this License is construed to obligate Licensee to protect, indemnify, and save City and its officers and employees harmless from and against liabilities, losses, damages, costs, expenses (including attorneys' fees), causes of action, suits, claims, demands, and judgments arising from or by reason of the grossly negligent or intentional wrongful acts of City or any of its agents, employees, or officers.
14. **Insurance.** Licensee will procure and maintain for the duration of the License, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the License and use of the Property hereunder and the results of that License and use by the Licensee, his agents, representatives, employees or subcontractors as detailed in Exhibit B, attached and incorporated herein by this reference.
15. **Taxes.** Licensee will be responsible for the payment of any applicable taxes imposed upon the Licensee during the License Term including any resulting from Licensee's occupancy and/or use of the Property. Licensee will have the right to lawfully contest the amount of any such taxes or assessments.
16. **Breach and Right of Re-Entry.** If any part of the Property is assigned without the consent of City as required in this License, or if any term, condition, covenant, or obligation is breached by Licensee, Licensee authorizes and fully empowers City to use all lawful means available to terminate this License and to re-enter and take possession of the Property, and remove all property and other items on the Property.
17. **Termination of License.**
 - 17.1. At any time during the License Term, either the City or the Licensee may terminate this License without cause by giving the other party forty-five (45) days' prior written notice of License termination.
 - 17.2. The City may terminate the License with cause for a breach by Licensee of this License by giving Licensee fifteen (15) days prior written notice of License termination. In addition, the License is subject to cancellation pursuant to A.R.S. § 38-511.
 - 17.3. In the event of termination for any reason, Licensee will keep and maintain the Property during the License Term, and quit and deliver the Property to City peaceably and quietly at the end of the License Term, or at any earlier termination date determined by City, in a good order and condition, and restored close to its original state, reasonable use excepted and in conjunction with the provisions of

Section 5.3. At the conclusion of farming, the Licensee shall implement at least two best management practices for noncropland as described in Arizona Administrative Code R18-2-610.01.

18. **No Relocation Benefits.** Upon termination of the License, Licensee acknowledges and agrees that it is not entitled to receive any relocation benefits or assistance under federal and state relocation laws and regulations and will make no claim for such relocation benefits.
19. **ADA and Legal Compliance.** Licensee in the construction, repair and/or maintenance of any improvements on the Property will fully comply with state law concerning the Legal Arizona Workers' Act and the requirements of the Americans with Disabilities Act (ADA), as amended from time to time. Licensee is solely responsible to select and retain contractors for the construction, installation, repair or maintenance of all permitted improvements, so long as all selection, retention and payment is in compliance with applicable law. City will not in any way, be held liable or responsible for the debts of Licensee, including the obligations concerning construction, installation, repair or maintenance of the Property.
20. **Entire Agreement.** This License contains the entire agreement of the parties on the matters covered in this License. No other agreement, statement, amendment, modification or promise made by any party or by any employee, officer, or agent of any party is binding, unless it is in writing and signed by all the parties to this License.
21. **Governing Law.** This License is construed and enforced according to and governed by the laws of the State of Arizona, County of Maricopa.
22. **Time.** Time is of the essence in the performance of this License.
23. **Severability.** Should any term or provision of this License be held to be invalid or unenforceable then the remainder of this License will not be affected by such holding, and each term and provision will continue to be valid and enforceable to the fullest extent permitted by law.
24. **Successors.** All of the provisions contained in this License are binding upon and inure to the benefit of the parties and their respective successors and assigns, if any.
25. **Captions.** The captions of this License are for convenience only, and are not a part of this License and do not in any way limit or amplify the terms and provisions of this License.
26. **Notices.** Any notice, consent or waiver required or permitted to be given or served by either party to this License will be in writing and either delivered personally to the other party or mailed by certified or registered mail, return receipt requested, addressed as follows:

CITY: City of Glendale
 Attention: Public Works Director
 6210 West Myrtle Avenue
 Suite 111
 Glendale, Arizona 85301

COPIES TO: City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

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

LICENSEE: Cow Chow Croppers
[need address]
Attention: Paul Rovey


Either party may change its address by serving written notice on the other party.

27. **Surrender of Possession.** Licensee will on the last day of occupancy, or on the earlier termination as provided in this License, peaceably and quietly surrender and deliver the Property, and every part of the Property, to City. Any trade fixtures, equipment or personal property used in connection with the use and operation of the Property which are not removed at the termination of this License are deemed abandoned and become the sole property of City without any payment or offset.
28. **Binding.** The parties agree that all the covenants, terms, obligations and conditions of this License extend, apply to, and firmly bind the heirs, executors, administrators, successors, and assigns of the respective parties as fully as the respective parties are themselves bound, but this provision will not authorize the assignment or underletting of this License contrary to the provisions contained in this License.

(Signatures appear on the following page.)


The parties have signed and executed this 2 day of August, 2016.

CITY OF GLENDALE,
an Arizona municipal corporation



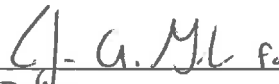
Kevin Phelps
City Manager

ATTEST:




Julie Bower, (SEAL)
City Clerk

APPROVED AS TO FORM:



Michael Bailey (Signature)
City Attorney

LICENSEE
Cow Chow Croppers

By: 

Its: member

EXHIBIT A

Legal Description and Depiction



April 22, 2008
Rick No. 3840A
SCB

GROSS AREA DESCRIPTION

A portion of the Northeast quarter of Section 16, Township 2 North, Range 1 East, Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the Northeast corner of said Section 16;
THENCE South 00 degrees 14 minutes 01 seconds West, along the East line of said Northeast quarter and along the centerline of 91st Avenue, 83.79 feet to the calculated centerline of Bethany Home Road and the POINT OF BEGINNING;
THENCE continuing South 00 degrees 14 minutes 01 seconds West, along said East line of the Northeast quarter and along said centerline of 91st Avenue, 1232.83 feet;
THENCE South 84 degrees 40 minutes 24 seconds West, 69.59 feet;
THENCE South 89 degrees 24 minutes 31 seconds West, 2581.87 feet to the West line of said Northeast quarter;
THENCE North 00 degrees 26 minutes 23 seconds East, along said West line, 1232.43 feet to the aforementioned calculated centerline of Bethany Home Road;
THENCE North 89 degrees 16 minutes 27 seconds East, along said calculated centerline, 2646.79 feet to the POINT OF BEGINNING, as shown on Exhibit "A" attached herewith as page 2 of 2. Subject parcel comprising 75.117 acres, more or less, and subject to all easements of record.



Expires: 09-30-10



SCALE 1" = 400'

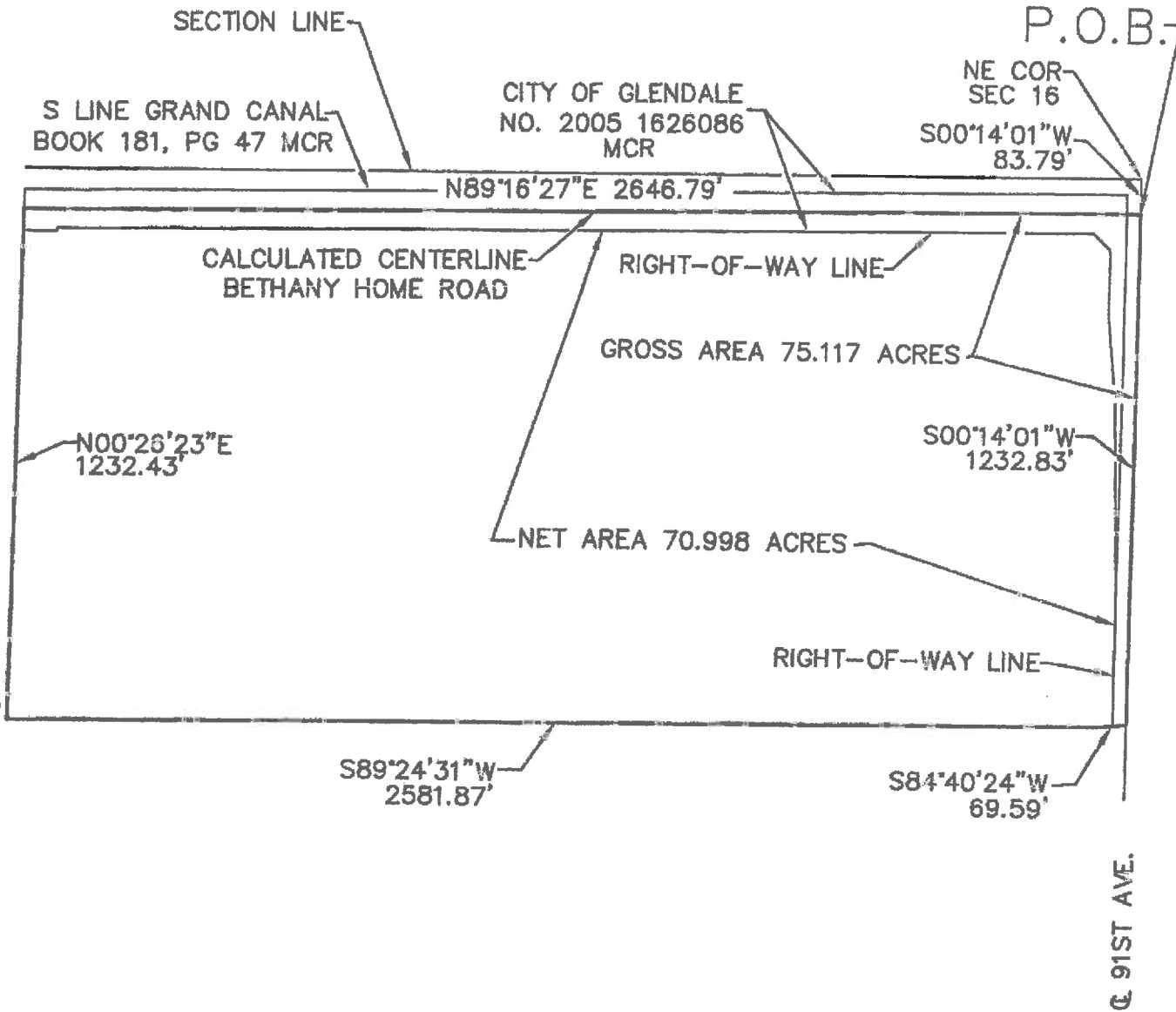


EXHIBIT "A"

PAGE 2 OF 2

EXHIBIT B
Insurance Requirements

Licensee will procure and maintain for the duration of the License insurance against claims for injuries to persons or damages to property that may arise from or in connection with the License and use of the Property under this License and the results of that License and use of the Property by the Licensee, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage will be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. If a general aggregate limit applies, either the general aggregate limit will apply separately to this project/location or the general aggregate limit will be twice the required occurrence limit.
2. **Contractors' Pollution Legal Liability** with limits no less than \$1,000,000 per occurrence or claim and \$2,000 policy aggregate. If coverage is provided on a claims-made coverage basis, the retroactive date must be shown and this date must be before the execution date of the License or the beginning of work. Insurance must be maintained and evidence of insurance must be provided for at least two (2) years after termination of the License.
3. **Workers' Compensation:** as required by the State of Arizona, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the Licensee maintains higher limits than the minimums shown above, the City requires and is entitled to coverage for the higher limits maintained by the Licensee.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Licensee including materials, parts, or equipment furnished in connection with such work or operations.

Primary Coverage

For any claims related to this License, the Licensee's insurance coverage is primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-

insurance maintained by the City, its officers, officials, employees, or volunteers is excess of the Licensee's insurance and does not contribute with it.

Notice of Cancellation

Each insurance policy required above will provide that coverage will not be canceled, except with notice to the City.

Waiver of Subrogation

Licensee grants to City a waiver of any right to subrogation which any insurer of said Licensee may acquire against the City by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage

Licensee will furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning does not waive the Licensee's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



Materials Management
Sole Source and Special Procurement Request

REQUESTOR INFORMATION:

Requestor: Amy Handlong	Date: 7/27/16	Department: City Manager
Phone Number: x2870	Email Address: ahandlong@glendaleaz.com	

PROPOSED VENDOR INFORMATION:

Proposed Vendor: Cow Chow Croppers, L.L.C.	Proposed Vendor Contact: Paul Rovey
Proposed Vendor Address: 7711 W NORTHERN AVE	
City, State and Zip Code: GLENDALE, AZ 85303	
Vendor Phone:	Vendor Fax:
Procurement method requested:	<input type="checkbox"/> Sole Source <input checked="" type="checkbox"/> Special Procurement

PURCHASE INFORMATION:

Total Cost of this Order: Vendor will pay the City \$10 for use of the land.	One time purchase: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Federal Money: Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, explain funding source:
--	--

Fund #: / Department #: / Account #:

Description of the product or service requested: The City of Glendale has property located at the southwest corner of Bethany Home Road and 91st Avenue, consisting of approximately 3,313,609 square feet or 76.07 acres. The City has not made a decision on the development of this property and would like to enter into a short term License to Use agreement with vendor to farm sorghum on the above property. The agreement would be only through November 1, 2016.

In accordance with Finance Administrative Policy No. 1, I have conducted a good faith review of available sources and determine that there is only one known and/or one practical source for the required items in accordance with the Guidelines for Justification attached.

REQUESTOR CERTIFICATION:

Amy Handlong
 Requestor Amy Handlong Division City Manager's Office Date 7/27/2016

DEPARTMENT DIRECTOR APPROVAL:

Kevin R. Phelps
 Director: Kevin R. Phelps Division: City Manager's Office Date 7/27/2016

MATERIALS MANAGEMENT APPROVAL:

In accordance with Finance Administrative Policy No. 1, I have conducted a good faith review of this request and agree that there is only one known and/or one practical source for the required items in accordance with the Guidelines for Justification attached. *Rec'd 7/28/16*

Conrad Schmitt
 Materials Manager *John J. [Signature]* Date *7-29-16*

Materials Management requires reevaluation and resubmission of a Sole Source Request for this procurement:

Single Use Only: Annually:
 End of first term of Contract: End of Contract, including any extensions:



Materials Management

Sole Source and Special Procurement Request

Check the reason(s) below to identify why you have determined the purchase is a Sole Source or Special Procurement and attach supporting documentation. Use only column. A purchase cannot be BOTH a sole source and a special procurement

SOLE SOURCE	SPECIAL PROCURMENT
<input type="checkbox"/> Compatibility. Indicate system, make, model and function <input type="checkbox"/> Unique repair/replacement item. Identify item to be used with previous PO number item purchased, and warranty period <input type="checkbox"/> Supplementary or necessary part required from same manufacturer. Identify in-house equipment and use with existing system <input type="checkbox"/> Unique Item <input type="checkbox"/> Unique Service <input type="checkbox"/> Proprietary Specifications (Copyright, patented, etc.) <input type="checkbox"/> Other reasons, if not above. Explain in detail	<input type="checkbox"/> Presents such limited competition that a competitive bid or proposal process cannot reasonably be used <input type="checkbox"/> Discourages the use of a competitive bid or proposal as it will result in a substantially higher cost to the city, or will otherwise impair the city's financial interests <input type="checkbox"/> Substantially impede the city's administrative functions or the delivery of services to the public <input checked="" type="checkbox"/> Does not qualify as a sole source or emergency <input type="checkbox"/> Has only one provider with the experience and capability to successfully perform the contract <input checked="" type="checkbox"/> Presents a significant time constraint as the need was not known in sufficient time to allow for competitive procurement and time is of the essence <input type="checkbox"/> Other reasons, if not above. Explain in detail

JUSTIFICATION:

Use the Guidelines for Justification of the selected reason(s) above, and provide a full explanation of your reason that the product/service is a sole source or special procurement: This will help maintain the land and keep it free of debris and weeds as well as provide dust control, at no cost to the City. This relieves the City of the obligation of maintaining vacant land. Time is of the essence as the vendor has a small window to plant of no later than August 1, 2016.

MANDATORY RESEARCH DOCUMENTATION REQUIREMENT:

Provide a detailed explanation of efforts made to determine the availability of the product or service from any other vendor, including other distributors: No other vendor can provide this unique service due to the special requirements needed by the City of Glendale.

PREPARER NOTE: If this is a vehicle or technology purchase, concurrence of the Equipment Management Superintendent or the IT Director will be required.

Approval of a vendor as a sole source or a special procurement only determines the procurement method. Council approval and a signed contract may also be required.

Search Time:
7/29/2016 9:24:37 AM

File Number:
L17253871

Corporation Name:
COW CHOW CROPPERS, L.L.C.

Corporate Status Inquiry

This Limited Liability Company is in Good Standing

This information is provided as a courtesy and does not constitute legally binding information regarding the status of the entity listed above. To obtain an official Certificate indicating that the entity is in good standing click on Print Certificate and follow printing instructions. To reprint a previously generated Certificate of Good Standing click Reprint Certificate.

[Print Certificate \(/GoodStanding/PrintInstructions?corpId=L17253871\)](/GoodStanding/PrintInstructions?corpId=L17253871)

[Reprint Certificate \(/GoodStanding/Reprint?corpId=L17253871\)](/GoodStanding/Reprint?corpId=L17253871)

[Return to Corporate Details \(/Details/Corp?corpId=L17253871\)](/Details/Corp?corpId=L17253871)

[Privacy Policy \(http://www.azcc.gov/Divisions/Administration/Privacy.asp\)](http://www.azcc.gov/Divisions/Administration/Privacy.asp) | [Contact Us \(http://www.azcc.gov/divisions/corporations/contact-us.asp\)](http://www.azcc.gov/divisions/corporations/contact-us.asp)



Legislation Description

File #: 16-417, **Version:** 1

RESOLUTION NO. 5150 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO OF AMENDMENT NO. 1 TO A LICENSE AGREEMENT WITH MARICOPA COUNTY FOR THE USE OF FIRE STATION NO. 154 AT 4439 WEST PEORIA AVENUE, GLENDALE, ARIZONA.

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for the City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into Amendment No. 1 to the License Agreement with Maricopa County, Contract No. C-7652, for the use of city property at Fire Station No. 154, located at 4439 West Peoria Avenue, to operate an air quality monitoring station.

Background

Maricopa County has air quality monitoring sites in various locations within the city to collect data used in monitoring air quality within the County. On April 12, 2011, the city and county entered into a License Agreement, Contract No. C-7652, for use of real property at Fire Station No. 154, located at 4439 West Peoria Avenue, for a monitoring site. The county has requested to extend the term of the license to use this property for an additional five years.

Analysis

The original term of the License Agreement expired on May 31, 2016. Amendment No. 1 will extend the term by an additional five years, to commence retroactively on June 1, 2016, and expire on May 31, 2021. There will be no impact on city departments, staff, or service levels as a result of this action. There are no costs to the city as a result of this action.

Previous Related Council Action

On April 12, 2011, Council authorized entering into two License Agreements with Maricopa County for use of city property to install and operate air quality monitoring facility. One of the License Agreements, Contract No. C-7652, was for Fire Station No. 154, located at 4439 West Peoria Avenue.

Community Benefit/Public Involvement

Air quality monitoring facilities allow for data to be collected by Maricopa County's Air Quality Division. That information is used in determining the daily Air Quality Index and compliance with the Clean Air Act, both of

which promote improving and protecting air quality for the residents of Maricopa County.

Budget and Financial Impacts

As part of the License Agreement, Maricopa County will continue to pay the city \$600 annually for use of this site. All revenue shall be deposited into the General Fund.

RESOLUTION NO. 5150 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO OF AMENDMENT NO. 1 TO A LICENSE AGREEMENT WITH MARICOPA COUNTY FOR THE USE OF FIRE STATION NO. 154 AT 4439 WEST PEORIA AVENUE, GLENDALE, ARIZONA.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Council authorizes the City Manager or designee to enter into Amendment No. 1 to the License Agreement with Maricopa County for the use of Fire Station No. 154 at 4439 West Peoria Avenue, Glendale, Arizona. A copy of said amendment is on file in the office of the City Clerk.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this day of , 2016.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

AMENDMENT No. 1 to LICENSE AGREEMENT
For
USE OF REAL PROPERTY

RECITALS

- A. City of Glendale, an Arizona municipal corporation (“Glendale”) and Maricopa County, a political subdivision of the State of Arizona (“County”), (collectively, the “Parties”) are Parties to that certain License Agreement for Use or Real Property approved on July 5, 2011, by the Maricopa County Board of Supervisors (the “Agreement”). The Agreement is for access and use of Fire Station No. 154 at 4439 West Peoria Avenue, Glendale, AZ (the “City Property”).
- B. The original term of the Agreement expires May 31, 2016.
- C. The Parties now mutually desire to amend the Agreement to extend the term of the original Agreement and update the Notice Address County and Glendale.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Glendale and County agree to amend Agreement No. P-50167 as follows:

- 1. The term of the Agreement is hereby extended five (5) years, to commence retroactively June 1, 2016 and expire May 31, 2021. The Agreement is subject to termination pursuant to the provisions of A.R.S. §38-511, the provisions of which are incorporated herein by this reference.

- 2. Notice address for County is changed as follows:

Maricopa County Facilities Management
Attn: Chief Real Estate Officer
2801 W. Durango Street
Phoenix, AZ 85009

- 3. Notice address for Glendale is changed as follows:

City of Glendale
Engineering Division
Attn: City Engineer
5850 W. Glendale Avenue, Suite 315
Glendale, AZ 85301



Legislation Description

File #: 16-418, Version: 1

RESOLUTION NO. 5151 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO A LICENSE AGREEMENT WITH MARICOPA COUNTY FOR THE USE OF CITY WELLSITE NO. 7 AT 4706 WEST OCOTILLO ROAD, GLENDALE, ARIZONA.

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for the City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into Amendment No. 1 to the License Agreement with Maricopa County, Contract No. C-7654, for the use of city property at city Wellsite No. 7, located at 4706 West Ocotillo Road, to operate an air quality monitoring station.

Background

Maricopa County has air quality monitoring sites in various locations within the city to collect data used in monitoring air quality within the County. On April 12, 2011, the city and county entered into a License Agreement, Contract No. C-7654, for the use of real property at Wellsite No. 7, located at 4706 West Ocotillo Road, for a monitoring site. The county has requested to extend the term of the license to use this property for an additional five years.

Analysis

The original term of the License Agreement expired on May 31, 2016. Amendment No. 1 will extend the term by an additional five years, to commence retroactively on June 1, 2016, and expire on May 31, 2021. There will be no impact on city departments, staff, or service levels as a result of this action. There are no costs to the city as a result of this action.

Previous Related Council Action

On April 12, 2011, Council authorized entering into two License Agreements with Maricopa County for use of city property to install and operate air quality monitoring facilities. One of the License Agreements, Contract No. C-7654, was for Wellsite No. 7, located at 4706 West Ocotillo Road.

Community Benefit/Public Involvement

Air quality monitoring facilities allow for data to be collected by Maricopa County's Air Quality Division. That information is used in determining the daily Air Quality Index and compliance with the Clean Air Act, both of

which promote improving and protecting air quality for the residents of Maricopa County.

Budget and Financial Impacts

As part of the License Agreement, Maricopa County will continue to pay the city \$600 annually for use of this site. All revenue shall be deposited into the General Fund.

RESOLUTION NO. 5151 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO A LICENSE AGREEMENT WITH MARICOPA COUNTY FOR THE USE OF CITY WELLSITE NO. 7 AT 4706 WEST OCOTILLO ROAD, GLENDALE, ARIZONA.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Council authorizes the City Manager or designee to enter into Amendment No. 1 to the License Agreement with Maricopa County for the use of City Wellsite No. 7 at 4706 West Ocotillo Road, Glendale, Arizona. A copy of said amendment is on file in the office of the City Clerk.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this day of , 2016.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

AMENDMENT No. 1 to LICENSE AGREEMENT
For
USE OF REAL PROPERTY

RECITALS

- A. City of Glendale, an Arizona municipal corporation (“Glendale”) and Maricopa County, a political subdivision of the State of Arizona (“County”), (collectively, the “Parties”) are Parties to that certain License Agreement for Use or Real Property approved on July 5, 2011, by the Maricopa County Board of Supervisors (the “Agreement”). The Agreement is for access and use of City Wellsite #7, by its street address of 4706 West Ocotillo Road, Glendale, AZ (the “City Property”).
- B. The original term of the Agreement expires May 31, 2016.
- C. The Parties now mutually desire to amend the Agreement to extend the term of the original Agreement and update the Notice Address County and Glendale.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Glendale and County agree to amend Agreement No. P-50163 as follows:

- 1. The term of the Agreement is hereby extended five (5) years, to commence retroactively June 1, 2016 and expire May 31, 2021. The Agreement is subject to termination pursuant to the provisions of A.R.S. §38-511, the provisions of which are incorporated herein by this reference.

- 2. Notice address for County is changed as follows:

Maricopa County Facilities Management
Attn: Chief Real Estate Officer
2801 W. Durango Street
Phoenix, AZ 85009

- 3. Notice address for Glendale is changed as follows:

City of Glendale
Engineering Division
Attn: City Engineer
5850 W. Glendale Avenue, Suite 315
Glendale, AZ 85301



Legislation Description

File #: 16-415, **Version:** 1

RESOLUTION NO. 5152 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO OF A POWER SALES CONTRACT WITH ARIZONA POWER AUTHORITY.

Staff Contact: Craig Johnson, P.E., Director, Water Services

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into a contract with the Arizona Power Authority (APA) to purchase power generated at Hoover Dam. The contract term covers the period from October 1, 2017 through September 30, 2067 (50 years).

Background

The City of Glendale received an allocation of Hoover power from the Western Area Power Authority (Western). Glendale's allocation of Schedule D1 power from Western is 426 kW of contingent capacity, with 650,591 kWh of firm summer energy and 279,359 kWh of firm winter energy for a total of 930,050 kWh.

Analysis

Hoover power allottees in Arizona receive and pay for their energy allocation through contracts with the APA. The APA in turn contracts with Western on behalf of the Arizona customers as a whole. As a condition of contracting with the APA, customers must make arrangements for the scheduling, transmission, and delivery of their allocation from the Mead Substation, near Hoover Dam. APS and/or SRP can provide these services to the City through programs in which they receive the Hoover power and provide a bill credit for the value of the energy received.

Glendale must execute two contracts to utilize the allocation. The first contract is a Power Sales Contract with the APA which will allow Glendale to receive its Hoover power allocation. The second contract is for the bill crediting agreement between Glendale and one of its host electricity providers, Salt River Project (SRP).

This Council action is limited to the Power Sales Contract between Glendale and the APA. A separate Council action is required to approve the bill crediting arrangement.

Previous Related Council Action

On August 2, 2016, the City Council held a Workshop regarding Glendale's Hoover power allocation and bill crediting arrangement.

Community Benefit/Public Involvement

Sustainable, renewable hydroelectric power is a helpful resource that assists in the production of drinking water and the treatment of effluent. The 2017 Hoover power allocation will be a sustainable resource that allows Glendale to stay green and serve its mission to its citizens.

Budget and Financial Impacts

Having access to low-cost hydroelectric power from Hoover Dam will reduce the amount of money that Glendale will pay for electricity. Costs associated with the power will be offset by value received from a separate bill crediting arrangement.

An up-front capital charge will be paid to the APA in a one-time payment not to exceed \$40,000 in FY2017-18. The annual power charges will be paid to the APA. Based on the current APA budget, it is estimated that power charges will average \$22,085 per year. Water Services will annually request the approval of expenditure of funds for these charges.

It is expected that the amount received from the bill crediting arrangement will result in a net income to Glendale once the capital and annual power charges are paid. The total savings to the City are estimated at \$662,400 over the fifty years.

Funding for the annual expenditure will be available in the Water Services operating budget contingent upon Council approval.

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

RESOLUTION NO. 5152 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF
GLENDALE, MARICOPA COUNTY, ARIZONA,
AUTHORIZING THE ENTERING INTO OF A POWER SALES
CONTRACT WITH ARIZONA POWER AUTHORITY.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the Power Sales Contract between the City of Glendale and Arizona Power Authority be entered into, while agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute and deliver any and all documents necessary to effectuate said amendment on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this day of , 2016.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

POWER SALES CONTRACT

BETWEEN

ARIZONA POWER AUTHORITY

AND

CITY OF GLENDALE

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Exhibit A – Delivery Conditions

Exhibit B – Customer Hoover Capacity and Hoover Energy Allocation

Exhibit C – Capacity and Energy Schedule

Exhibit D - Notices

Attachment 1 – Hoover Capacity and Hoover Energy Allocations for Authority Customers

ARIZONA POWER AUTHORITY
Power Sales Contract

This Power Sales Contract (“Contract”), entered into as of the ____ day of _____, _____, between ARIZONA POWER AUTHORITY, a body corporate and politic of the State of Arizona, (the “Authority”) and the CITY OF GLENDALE, (the “Customer”).

WITNESSETH:

WHEREAS, the Authority is a body corporate and politic of the State of Arizona created pursuant to Arizona Revised Statutes (“A.R.S”) Sections 30-101 et seq. (“Title 30”);

WHEREAS, the Authority is authorized by Title 30 to bargain for, take and receive in its own name on behalf of the State of Arizona, electric power developed by the United States of America from the waters of the main stream of the Colorado River and made available to the State of Arizona in its sovereign capacity;

WHEREAS, in 1928, the United States Congress enacted the Boulder Canyon Project Act, authorizing the Secretary of the Interior to construct, operate, and maintain Hoover Dam, including a plant to generate electrical energy from the water discharged from the reservoir;

WHEREAS, the Hoover Power Plant Act of 1984 (Pub. L. No. 98-381, 98 Stat. 1333) (“1984 Hoover Act”) statutorily allocated pools of Hoover Capacity and Hoover Energy to named contractors, including the Authority, for the period commencing June 1, 1987, through September 30, 2017, and directed the Secretary of Energy to offer a renewal contract to then-existing contractors for the amounts specified in “Schedule A” to the 1984 Hoover Act;

WHEREAS, the 1984 Hoover Act authorized the Department of Interior to increase the capacity of existing generating equipment of the Boulder Canyon Project under the Uprating Program (as hereinafter defined) and certain non-federal purchasers of Boulder Canyon Project capacity and energy, including the Authority, advanced funds to finance the cost of the Uprating Program;

WHEREAS, the 1984 Hoover Act statutorily allocated the increased capacity and associated energy resulting from the Uprating Program to the contractors listed in “Schedule B” to the 1984 Hoover Act for the period commencing June 1, 1987, through September 30, 2017, including the Authority;

WHEREAS, A.R.S. Sections 45-1701 et seq. (“Title 45”) provide for the sale by the Authority of its capacity and energy from the Uprating Program to purchasers within the State of Arizona, notwithstanding the provisions of Title 30, on such terms and conditions as the Authority deems necessary to effectuate the provisions of Title 45;

WHEREAS, the United States of America, acting through the Western Area Power Administration (“Western”), has been selling Hoover Capacity and Hoover Energy to the Authority pursuant to a contract that terminates on September 30, 2017;

WHEREAS, the Authority, in accordance with contracts that terminate on September 30, 2017, has been selling Hoover Capacity and Hoover Energy to various districts and municipalities in the State of Arizona in accordance with and in the manner required by Titles 30 and 45;

WHEREAS, prior to the effective date of this Contract, the Authority has administered programs that have allowed customers to improve operation and the efficiency and value of Hoover Capacity and Hoover Energy, and the Authority intends to administer similar programs during the term of this Contract, subject to approval by the Authority;

WHEREAS, the Hoover Power Allocation Act of 2011 (Pub. L. No. 112-72, 125 Stat. 777) (“2011 Act”) statutorily allocated Hoover Capacity and Hoover Energy from Schedules A and B to named Contractors, including the Authority, for the period commencing October 1, 2017, through September 30, 2067, and directed the Secretary of Energy to offer contracts for the specified amounts to those named Contractors, including the Authority;

WHEREAS, the 2011 Act also created a new resource pool, referred to as “Schedule D”, which is equal to five percent of the full rated capacity of the Hoover Power Plant, and associated firm energy, for allocation to “New Allottees”;

WHEREAS, the 2011 Act directed the Authority to offer contracts to non-tribal New Allottees located in the State of Arizona for the allocations made by Western and on December 18, 2014, Western allocated 66.7 percent of Schedule D capacity and associated energy (“Hoover D-1”) to New Allottees (79 Fed. Reg. 75544, 75549-75550);

WHEREAS, the 2011 Act statutorily allocated 11.1 percent of Schedule D capacity and associated energy (“Hoover D-2”) to the Authority for further allocation to New Allottees in the State of Arizona;

WHEREAS, on July 17, 2015, the Authority adopted the Final Hoover Power Marketing Plan-Post-2017 (“Post-2017 Marketing Plan”), thereby allocating its Hoover Capacity and Hoover Energy from the Hoover Power Plant for the period commencing October 1, 2017, and continuing through September 30, 2067;

WHEREAS, the Authority will execute a contract with Western for the period commencing October 1, 2016, and continuing through September 30, 2067, which provides for the purchase by the Authority of Arizona’s share of Hoover Capacity, Hoover Energy and Hoover C Energy;

WHEREAS, on September 15, 2015, the Authority adopted Resolution 15-18, Policy on Collection and Distribution of Repayable Advances, specifying the obligations of New Customers and Recapture Customers for payment of Repayable Advances (now known as “Repayable Capital Investments”), and the Authority’s procedure for distributing any reimbursed Repayable Advances to Existing Non-Recapture Customers;

WHEREAS, any person or operating unit authorized by Title 30 to enter into a contract with the Authority for the sale and transmission of Hoover power, and any municipality, district, or public utility authorized by Title 45 may enter into a contract with the Authority for the sale and transmission of capacity and energy from the Uprating Program;

WHEREAS, in order to provide for the payment of its cost of purchasing Hoover Capacity and Hoover Energy from Western as well as to provide for the payment of its bonds and notes, the Authority has determined to enter into contracts with the entities to whom the Authority has allocated Hoover Capacity and Hoover Energy pursuant to Title 30 and Title 45 and non-tribal entities to whom Western has allocated Hoover D-1 Capacity and Hoover D-1 Energy pursuant to the 2011 Act and associated federal regulations; and

WHEREAS, the Power Sales Contracts, the revenues derived from such contracts, and the Authority's Electric Service Contract are to be pledged and assigned by the Authority pursuant to Title 45 as security for the payment of any bonds or notes of the Authority issued or to be issued.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, it is agreed by and between the parties hereto as follows:

SECTION 1. Definitions

Additional Delivery Location means any delivery location where the Customer receives Hoover Capacity, Hoover Energy or Hoover C Energy transmitted from the Point of Delivery pursuant to a Wheeling Agreement.

Ancillary Services means those generation services that are necessary to support the delivery of capacity and scheduled energy from resources to loads including, but not limited to those provided under the Electric Service Contract as those services are described in the Electric Service Contract and associated attachments.

Annual Budget means, with respect to a Contract Year, the budget of the Authority prepared by the Authority in accordance with Section 11 hereof for such Contract Year or, in the case of an amended Annual Budget, for the remainder of such Contract Year.

Authority means the Arizona Power Authority, a public body corporate and politic organized and existing under Title 30 of the A.R.S., and the successors and assigns to its duties and functions.

Average Monthly Hoover Capacity Entitlement means the aggregate sum of the Hoover Capacity portion of Customer's Entitlement to be made available at the Point of Delivery, for each month of the then current Contract Year as estimated by the Authority at the start of such Contract Year and irrespective of the Hoover Capacity actually made available or delivered to the Customer for such Contract Year, divided by the number of months in such Contract Year.

Balancing Authority means the responsible entity or sub-metered system that integrates resource plans ahead of time, maintains load-interchange-generation balance within a Balancing Authority area, and supports interconnection frequency in real time.

Bill Crediting means the process whereby a Host Utility accepts Hoover Capacity or Hoover Energy for the Customer's benefit and through monthly billing provides a credit to the Customer for Hoover Energy and/or associated Hoover Capacity received by the Host Utility.

Billing Period means the service period beginning on the first day and extending through the last day of a calendar month.

Bond Counsel means an attorney or firm of attorneys of recognized standing in the field of law relating to municipal bonds.

Bond Resolution means the Bond Resolution adopted by the Authority on December 6, 1985, providing for the issuance of Bonds, and all amendments and supplements thereto adopted in accordance with the provisions thereof.

Bonds means bonds or other evidences of indebtedness that have been or will be issued by the Authority pursuant to the Bond Resolution to pay any part of the Authority's Bonds, including Additional Bonds, Subordinated Indebtedness and Refunding Bonds, as defined and issued in accordance with the Bond Resolution.

Boulder Canyon Project (BCP) means all works authorized by the Boulder Canyon Project Act, as amended, the 1984 Hoover Act, as amended, and any future additions authorized by Congress or additions undertaken pursuant to the Electric Service Contract, to be constructed and owned by the United States, but exclusive of the main canal and its related appurtenances authorized by the Boulder Canyon Project Act, known as the All-American Canal.

Boulder Canyon Project Act means the Act of Congress approved December 21, 1928 (45 Stat. 1057, 43 U.S.C. § 617), as amended and supplemented.

Capacity and Energy Schedule means the schedule that the Authority and the Customer develop annually showing Customer's Entitlement, which schedule is based upon Western's Master Schedule, and other operational reports from Western and Reclamation, as such schedule may be revised based on a change in the availability of Hoover Capacity, Hoover Energy or Hoover C Energy, or upon the request of the Customer. Exhibit C sets forth the format of the Capacity and Energy Schedule.

Capacity Rate means the rate that the Authority uses to calculate the Demand Charge, as set forth in Section 11(b).

Commission means the Commission of the Authority, or if said Commission is abolished, the board, body, commission or agency succeeding to the principal functions thereof or to whom the power and duties granted or imposed by the Bond Resolution are given by law.

Conformed Criteria means the Conformed General Consolidated Power Marketing Criteria or Regulations for Boulder City Area Projects, published in the Federal Register Notice 49 FR 35671, dated June 14, 2012.

Contingent Capacity means the Hoover Capacity allocated to the Contractor pursuant to Section 2 of the 2011 Act and the Conformed Criteria.

Contract means this Power Sales Contract.

Contractor means an entity, including the Authority, that has a fully executed contract with Western for electric service from the Boulder Canyon Project for the period commencing October 1, 2016, and continuing through September 30, 2067.

Contract Year means the period from October 1 of any year through September 30 of the subsequent year or such other consecutive 12-month period that the Authority designates as a Contract Year.

Customer means the entity defined as the Customer in the introductory paragraph of this Contract and the successors and assigns to its duties and functions.

Customer's Allocation means the Hoover Capacity and Hoover Energy that the Customer is entitled to receive at the Point of Delivery based on the allocation in the Post-2017 Marketing Plan, or the Boulder Canyon Project-Post 2017 Resource Pool adopted by Western on December 18, 2014 (79 Fed. Reg. 75544), including associated Ancillary Services and Environmental Attributes. Exhibit B sets forth Customer's Allocation at the Point of Delivery.

Customer's Entitlement means that portion of the Customer's Allocation that the Customer is entitled to receive at the Point of Delivery for the then current Contract Year as reflected in the Capacity and Energy Schedule, subject to any adjustments as provided in Sections 4 and 5.

Customers means all parties, other than the Authority, that execute Power Sales Contracts.

Customer Consultation Committee means the committee of Authority staff and Customer representatives described in Section 35 hereof.

Debt Service means, with respect to any period, the aggregate of the amounts required by the Bond Resolution to be paid or deposited during said period into any fund or account created by the Bond Resolution for the sole purpose of paying the principal (including sinking fund installments) of, premium, if any, and interest on all Bonds from time to time outstanding as the same shall become due (whether at the maturity of principal or at the due date of interest or upon redemption or purchase); provided, however, that Debt Service shall not include any amount payable as principal or interest solely by reason of the acceleration of the maturity of Bonds.

Demand Charge means the monthly charge for the Hoover Capacity portion of Customer's Allocation that the Authority calculates by multiplying the Capacity Rate by the Customer's Average Monthly Hoover Capacity Entitlement.

Demand Related Revenue Requirements means all Revenue Requirements determined by the Authority to be associated with the capacity charges paid by the Authority to Western, as set forth in Section 11(b) of this Contract.

Electric Service Contract means Contract No. 16-DSR-12626 between the Authority and Western, effective October 1, 2016, and authorized by the 2011 Act, pursuant to which the Authority purchases Hoover Capacity, Hoover Energy and Hoover C Energy, as the same may be amended or supplemented.

Energy Charge means the monthly charge for the Hoover Energy portion of Customer's Allocation that the Authority calculates by multiplying the Energy Rate by the Customer's Forecasted Monthly Hoover Energy Entitlement.

Energy Planning and Management Program means the "Energy Planning and Management Program; Integrated Resource Planning Approval Criteria" published in the FEDERAL REGISTER on March 30, 2000 (65 Fed. Reg. 16789, et seq.), and any subsequent amendments thereto.

Energy Rate means the rate that the Authority uses to calculate the Energy Charge, as modified from time-to-time by the Authority during the Contract Year, as set forth in Section 11(b) of this Contract.

Energy Related Revenue Requirements means all Revenue Requirements determined by the Authority to be associated with the energy charges paid by the Authority to Western, as set forth in Section 11(b) of this Contract.

Environmental Attributes means the environmental characteristics that are attributable to a renewable energy resource, or to renewable energy from such a renewable energy resource, and shall include, but not be limited to, renewable energy or tax credits, offsets and benefits; green tags (regardless of how any present or future law or regulation attributes or allocates such characteristics); credits towards achieving renewable portfolio standard or emissions standards, and any reporting rights associated with any of the foregoing. Where practicable, such Environmental Attributes (such as renewable energy credits) shall be expressed in Megawatt hours (MWh), with one (1) MWh of Environmental Attributes produced for each one (1) MWh of energy generated by the renewable energy resource.

Existing Non-Recapture Customer means an entity that received an allocation from the Authority for the period June 1, 1987, through September 30, 2017, and as of September 30, 2017, had not had all of its allocation recaptured by the Authority.

Firm Energy means energy obligated from the Hoover Power Plant pursuant to Section 2 of the 2011 Act and the Conformed Criteria.

Forecasted Monthly Hoover Energy Entitlement means the forecasted Hoover Energy portion of Customer's Entitlement to be made available at the Point of Delivery, for each month of the then Contract Year as estimated by the Authority at the start of such Contract Year, taking into account lake levels, outages, and other events that may limit from time-to-time the actual Hoover Capacity and Hoover Energy available to the Customer.

Hoover A Capacity means the Contingent Capacity allocated to the Authority pursuant to Section 105(a)(1)(A) of the 1984 Hoover Act, as amended by Section 2(a) of the 2011 Act, and purchased by the Authority pursuant to the Electric Service Contract.

Hoover A Energy means the Firm Energy allocated to the Authority pursuant to Section 105(a)(1)(A) of the 1984 Hoover Act, as amended by Section 2(a) of the 2011 Act, and purchased by the Authority pursuant to the Electric Service Contract.

Hoover B Capacity means the Contingent Capacity allocated to the Authority pursuant to Section 105(a)(1)(B) of the 1984 Hoover Act, as amended by Section 2(b) of the 2011 Act, and purchased by the Authority pursuant to the Electric Service Contract.

Hoover B Energy means the Firm Energy allocated to the Authority pursuant to Section 105(a)(1)(B) of the 1984 Hoover Act, as amended by Section 2(b) of the 2011 Act, and purchased by the Authority pursuant to the Electric Service Contract.

Hoover C Energy means the energy allocated to the Authority pursuant to Section 105(a)(1)(C) of the 1984 Hoover Act, as amended by Section 2(c) of the 2011 Act and purchased by the Authority pursuant to the Electric Service Contract.

Hoover Capacity means Hoover A Capacity, Hoover B Capacity, Hoover D-1 Capacity, and Hoover D-2 Capacity.

Hoover D Capacity means Hoover D-1 Capacity and Hoover D-2 Capacity.

Hoover D-1 Capacity means the Contingent Capacity allocated by Western pursuant to Section 2(d)(2)(C) of the 2011 Act that the Authority has offered to non-tribal New Allottees located in the State of Arizona, and purchased pursuant to the Electric Service Contract.

Hoover D-2 Capacity means the Contingent Capacity allocated to the Authority pursuant to Section 2(d)(2)(D) of the 2011 Act for allocation to New Allottees in the State of Arizona, and purchased pursuant to the Electric Service Contract.

Hoover D Energy means Hoover D-1 Energy and Hoover D-2 Energy.

Hoover D-1 Energy means the Firm Energy allocated by Western pursuant to Section 2(d)(2)(C) of the 2011 Act that the Authority has offered to non-tribal New Allottees located in the State of Arizona, and purchased by the Authority pursuant to the Electric Service Contract.

Hoover D-2 Energy means the Firm Energy allocated to the Authority pursuant to Section 2(d)(2)(D) of the 2011 Act for allocation to New Allottees in the State of Arizona, pursuant to the Electric Service Contract.

Hoover Energy means Hoover A Energy, Hoover B Energy, Hoover D-1 Energy, and Hoover D-2 Energy.

Hoover Power Plant means the power plant at Hoover Dam, consisting of the seventeen (17) main generating units, and appurtenant facilities as may be improved, replaced, renovated, or expanded during the term of this Contract.

Host Utility means an entity directly connected to the Customer that provides electric utility services and is responsible for the physical delivery of power to the Customer's meter(s).

Legal Opinion means the document to be prepared by counsel for the Customer pursuant to Section 30.

Load means electric power or electric energy required to meet a Customer's demand for electric service.

Loaded Synchronized Generation means the quantity of Boulder Canyon Project Synchronized Generation that is supplying Hoover Energy.

Master Schedule means the schedule described in the Electric Service Contract prepared by Western each year setting forth Western's estimate of power available by months to the Authority from the Boulder Canyon Project for the sixteen- (16) month period beginning on June 1 of any year and extending through September 30 of the next year.

Multi-Species Conservation Program means the Multi-Species Conservation Program as defined in section 9401 of the Omnibus Public Land Management Act of 2009 (Public Law 111-11; 123 Stat. 1327).

Multi-Species Conservation Program Agreement means the Trust Indenture and Joint Payment Agreement dated April 4, 2005, and any supplements or amendments thereto.

Net Repayable Advance means the difference between the amount that New Customers and Recapture Customers must pay under Section 21(a) of this Contract and the amount of any Repayable Capital Investments that the Authority must pay Western under Section 20.5.4 of the Restated Agreement.

New Allottee means Customers not receiving Contingent Capacity and Firm Energy under subparagraphs (A) and (B) of paragraph (1) of 43 U.S.C. section 619a(a), including in the State of Arizona, those Customers that received a Hoover D-2 Capacity and Hoover D-2 Energy allocation from the Authority, and those that received a Hoover D-1 Capacity and Hoover D-1 Energy allocation from Western that contract with the Authority for the power allocated to them by Western.

New Customer means a Customer that received an allocation of Hoover Capacity and Hoover Energy from the Authority under the Post-2017 Marketing Plan, or from Western under the Boulder Canyon Project-Post 2017 Resource Pool adopted by Western on December 18, 2014 (79 Fed. Reg. 75544), but did not receive a power allocation from the Authority under the "Final Hoover Power Marketing Post-1987" document published by the Authority on June 7, 1985.

Operating Reserves - Spinning means Boulder Canyon Project generation that is synchronized to the electric power system and fully available to respond in accordance with applicable regulatory standards and requirements.

Operating Reserves - Supplemental means Boulder Canyon Project generation capable of being synchronized to the electric power system that is fully available to respond in accordance with applicable regulatory standards and requirements.

Point of Delivery means the Mead 230kV Bus or any other delivery points set forth in Exhibit A.

Power Sales Contract means this Contract and the other Power Sales Contracts, dated the date hereof, between the Authority and each of the Customers, all relating to Hoover Capacity, Hoover Energy and Hoover C Energy, as the same may be amended from time to time.

Ramping means the change in scheduled delivery of Hoover Capacity and Hoover Energy from one period to another through static schedules or by more frequent changes in schedules through dynamic control.

Readvances means available funds appropriated by the Secretary of the Treasury for replacements related to the Boulder Canyon Project. Those replacements funded with readvances are amortized and repaid by the contractors over fifty (50) years.

Recapture Customer means a Customer that received an allocation of Hoover B Capacity and Hoover B Energy from the Authority under the Post-2017 Marketing Plan, and received only a Schedule B capacity and energy allocation from the Authority under the "Final Hoover Power Marketing Post-1987" document published on June 7, 1985, but had its Schedule B allocation under the "Final Hoover Power Marketing Post-1987" document recaptured by the Authority. The two entities that qualify as Recapture Customers are City of Mesa and Ak-Chin Tribe.

Reclamation means the Bureau of Reclamation of the Department of the Interior of the United States of America and the successors and assigns to its duties and functions.

Regulation means an Ancillary Service, including ramping up and ramping down, provided dynamically by Western in response to a digital signal from the Balancing Authority(ies) or other capable entity(ies). This service provides for following the moment-to-moment variations in the demand or supply in a Balancing Authority area and maintaining scheduled interconnection frequency.

Repayable Capital Investments means the amount calculated by Reclamation pursuant to Section 20.4 of the Restated Agreement for the purpose of determining payment obligations and reimbursements due, if any under Section 20.5 of the Restated Agreement.

Replacement Capital Investments means ninety-six percent of the sum of the BCP multi-year and annual replacement amounts, together with interest during construction on those expenditures that are for BCP replacement items not placed in service in the year such expenditures are made.

Reserves means Operating Reserves - Spinning and Operating Reserves - Supplemental.

Restated Agreement means the Amended and Restated Implementation Agreement No. 95-PA0-10616, including all exhibits and attachments thereto.

Revenue Requirements means all costs and expenses paid or incurred or to be paid or incurred by the Authority in connection with the acquisition and delivery of Hoover Capacity and Hoover Energy at the Point of Delivery including, without limitation, the following items of cost:

- (1) payments of Debt Service and payments that the Authority is required to make into the Debt Service Account in the Debt Service Fund or the Subordinated Indebtedness Fund under the terms of the Bond Resolution to pay Debt Service;
- (2) amounts required under the Bond Resolution to be paid or deposited into any fund or account established by the Bond Resolution (other than the Debt Service Account or the Subordinated Indebtedness Fund referred to in clause (1) above), including, but not limited to, any amounts required to be paid or deposited by reason of the transfer of moneys from the Debt Service Reserve Account in the Debt Service Fund to the Debt Service Account in the Debt Service Fund, and any amounts required to be paid into the Monthly Payment Reserve Account;
- (3) additional amounts that must be collected by the Authority in order to meet the requirement of any rate covenant with respect to coverage of Debt Service on Bonds contained in the Bond Resolution or which the Authority deems advisable in the marketing of its Bonds or the management of its financial operations;
- (4) costs incurred in connection with interest rate exchanges, futures contracts or other financing arrangements permitted under the Bond Resolution;
- (5) costs of letters of credit, lines of credit, insurance and any other means of providing credit enhancement or credit support in connection with the issuance, sale and marketing of Bonds;
- (6) amounts, if any, that the Authority is required to pay pursuant to the Electric Service Contract, including, without limitation, and to the extent the same is required to be a Revenue Requirement, the cost of Hoover C Energy to the extent such cost is not otherwise recovered by the Authority from the sale of Hoover C Energy;
- (7) amounts, if any, that the Authority is required to pay pursuant to the Restated Agreement, including, but not limited to, its portion of Replacement Capital Investments, Working Capital requirements, and operating reserves;
- (8) amounts attributable to the Authority's respective contribution to the cost of the Multi-Species Conservation Program, in accordance with the 2011 Act, the Multi-Species Conservation Program Agreement, and this Contract.

(9) operating expenses and costs of the Authority (including administrative and general expenses and taxes or payments in lieu thereof) relating to the acquisition and delivery of Hoover Capacity and Hoover Energy not included in the costs specified in the other items of this definition; and

(10) an amount, if needed, not to exceed 3% of the Revenue Requirements, to be utilized by the Authority for power development activities that the Authority is authorized to undertake pursuant to Title 30 and Title 45; provided that any expenditures shall be undertaken pursuant to specific direction provided by the Commission according to an appropriate administrative process; and provided further if any such activities are developed into revenue producing power arrangements then the net revenue, if any, from such revenue producing power arrangements shall be credited against Revenue Requirements in such amounts and in such Contract Years as shall be determined by the Authority.

Amounts, if any, derived by the Authority from the sale of Hoover C Energy, over its costs thereof, shall be credited against Revenue Requirements.

Scheduling and Accounting Procedures means the operating arrangements and scheduling and accounting procedures developed by the Authority and its Scheduling Entity(ies) as part of any SEA to schedule Hoover Capacity and deliver Hoover Energy, Hoover C Energy, and other resources available under this Contract. The Scheduling and Accounting Procedures are intended to implement the terms of this Contract, any SEA, and the Electric Service Contract, but are not intended to modify or amend any of these agreements. In the event of a conflict between the terms of this Contract, any SEA, or the Electric Service Contract and the Scheduling and Accounting Procedures, the respective agreement will control.

Scheduling Entity means one or more entities designated by the Authority to coordinate scheduling of Hoover Capacity, Hoover Energy, and Hoover C Energy deliveries to Authority Customers.

Scheduling Entity Agreement (SEA) means that separate agreement that the Authority will execute with the Authority's Scheduling Entity(ies) regarding scheduling and delivery of Hoover Capacity, Hoover Energy, Hoover C Energy, and other resources available to the Authority for use by the Customer under the Electric Service Contract.

Synchronized Generation means Hoover Capacity available from any of the Hoover Power Plant generating units synchronized to the electric power system.

Transitional Items means financial obligations of the BCP funded by the 2011 Act Schedule A and Schedule B Contractors prior to October 1, 2017, which have not been expensed as of that date. Transitional Items also include sequestered funds, which are unavailable to spend as of October 1, 2017.

Tribal Entity means a Customer that is a federally recognized Indian Tribe, including an entity, enterprise, or authority of a federally recognized Indian Tribe that is formed by such tribe to lawfully use the Customer's Allocation.

Upgrading Program means the program authorized by Section 101(a) of the 1984 Hoover Act for increasing the generating Capacity of the original Hoover Power Plant.

Unloaded Synchronized Generation means the difference between scheduled Synchronized Generation and Loaded Synchronized Generation.

Western means the Western Area Power Administration, an agency of the Department of Energy of the United States of America, and the successors and assigns to its duties and functions.

Wheeling Agreement means any transmission agreement executed by the Authority for the specific benefit of the Customer for the transmission of Hoover Capacity, Hoover Energy, and Hoover C Energy hereunder from the Point of Delivery to any Additional Delivery Location(s), as the agreement may be amended, supplemented or substituted.

Working Capital means funds required to perform capital work on Boulder Canyon Project facilities as specified in the Restated Agreement. These are funds advanced by the Authority to meet BCP cash flow needs and may be adjusted through the Annual Revenue Requirement pursuant to the Restated Agreement.

SECTION 2. Term of Contract

(a) This Contract shall become effective on October 1, 2017 and shall remain in effect until midnight, Mountain Standard Time, September 30, 2067, unless terminated in accordance with the provisions of this Contract.

(b) The date of initial service hereunder shall be October 1, 2017; provided, that for Customers allocated Hoover D-1 Capacity and Hoover D-1 Energy, this Contract shall not go into effect if the Customer does not have the necessary arrangements for transmission and/or distribution service in place by October 1, 2016.

(c) The Authority may terminate this Contract on and after September 30, 2037, upon five years' prior written notice to the Customer; provided, however, that the Authority shall only exercise this right to the extent consistent with federal law.

(d) In the event of a recapture in accordance with Section 7(b), this Contract shall terminate on the effective date of the contract selling all of the Customers Allocation. In the event of a recapture under Section 27 where all of a Customer's Hoover Capacity and Energy is subsequently reallocated for the unexpired term of the Customer's Contract, this Contract shall terminate on the effective date of the reallocation as provided in written notice from the Authority. The Customer shall remain responsible for all payments under this Contract unless and until a reallocation of the Customer's Allocation is implemented.

(e) If Hoover D-1 Capacity or Hoover D-1 Energy is made available under this Contract, any termination of this Contract pursuant to either Section 2(c) or Section 2(d) shall require approval by Western, as set forth in the Electric Service Contract.

SECTION 3. Sale and Purchase of Hoover Capacity and Hoover Energy

(a) During the term of this Contract, the Authority agrees to sell to Customer the Customer's Allocation at the Point of Delivery, subject to adjustment in accordance with Section 4 and Section 5 hereof.

(b) The Customer agrees to purchase the Hoover Capacity and Hoover Energy that comprises Customer's Allocation at the rates and charges set forth in Section 11 of this Contract, and in accordance with this Contract. The Customer's obligation to make the payments pursuant to Section 11 of this Contract shall be payable irrespective of whether any Hoover Capacity or Hoover Energy is received from, or delivered by, the Authority hereunder, and, except as provided in Section 7 and 28, such payments shall not be subject to any reduction, whether by offset, counterclaim or otherwise, and shall not be conditioned upon the performance by the Authority under this Contract or any other agreement or instrument.

SECTION 4. Hoover Capacity Available to the Customer

(a) Subject to the availability of Hoover Capacity as set forth in the Capacity and Energy Schedule, the Authority will make the Hoover Energy portion of Customer's Allocation available to the Customer at the Point of Delivery in amounts that the Customer may from time to time schedule in accordance with Section 5, at a rate of delivery up to the Customer's Allocation of Hoover Capacity.

(b) Reductions in Hoover A Capacity, Hoover B Capacity, or Hoover D Capacity respectively, to be made available to the Authority pursuant to the Electric Service Contract, may occur, among other reasons, as a result of forced, scheduled or maintenance outages, river operations or reservoir drawdowns, or as a result of testing of the generators by order of the Secretary of Interior. Any such reduction in Hoover Capacity will be prorated in proportion to the ratio that Customer's Allocation of Hoover Capacity bears to the sum of all Customer Allocations of Hoover Capacity as set forth in Attachment 1. If necessary, from time-to-time, the Authority will furnish the Customer a revised Capacity and Energy Schedule that reflects any increase or decrease in Hoover Capacity.

SECTION 5. Hoover Energy Available to the Customer

(a) The Authority will make the Hoover Energy portion of the Customer's Allocation available to the Customer each month of the Contract Year in the amounts set forth in the Capacity and Energy Schedule developed annually by the Authority in accordance with Section 5(c). Delivery in any Billing Period shall not exceed the amount of Hoover Energy to be made available to the Customer for such month as set forth in the Capacity and Energy Schedule, unless approved by the Authority.

(b) Reductions in Hoover A Energy, Hoover B Energy, or Hoover D Energy respectively, to be made available to the Authority pursuant to the Electric Service Contract, may occur as a result of forced, scheduled or maintenance outages, river operations or reservoir drawdowns, or as a result of testing of the generators by order of the Secretary of Interior. Any reduction in Hoover Energy made available to the Authority will be prorated in proportion to the ratio that the Customer's Allocation of Hoover Energy bears to the sum of all Customer

Allocations of Hoover Energy, as set forth in Attachment 1. If necessary, from time-to-time, the Authority will furnish the Customer a revised Capacity and Energy Schedule that reflects any increase or decrease in Hoover Energy.

(c) At least forty-five (45) days prior to the start of each Contract Year, the Authority will advise the Customer in writing of the amount of Hoover Capacity and Hoover Energy estimated by the Authority to be available for delivery to the Customer during the Contract Year. This estimate will be based upon Western's Master Schedule, and other operational reports from Western and Reclamation for the months in such Contract Year. Within thirty (30) days following receipt of such information, the Customer shall submit in writing a preliminary schedule by month for delivery of the Hoover Energy, which preliminary schedule will be approved, or modified if necessary, by the Authority after consultation with the Customer. Based upon the approved schedule, the Authority will furnish the Customer with a final Capacity and Energy Schedule that will be effective during the Contract Year. If Western revises its Master Schedule or Western or Reclamation revise any other operational reports during such Contract Year, the Authority will consult with the Customer and the Authority's Scheduling Entity regarding potential revisions to the Capacity and Energy Schedule for the remaining months of the Contract Year.

(d) The Customer may, at any time during a Contract Year, request that the Authority revise the amount of Hoover Energy that the Customer is scheduled to receive during any month or months of such Contract Year as set forth in the Capacity and Energy Schedule; provided that no such scheduling revision shall decrease the amount of Hoover Energy any other Customer is scheduled to receive without the consent of such other Customer(s). The Authority shall have the right to accept or deny such requests in its sole discretion, which acceptance shall not be unreasonably withheld.

(e) The Customer shall have the right to a pro-rata share of available Ancillary Services, based upon the Customer's Allocation. The Customer may access such Ancillary Services through the use of a dynamic signal. To exercise this right, the Customer must notify the Authority of its intent to use these Ancillary Services and, if a dynamic signal will be used, must participate in the establishment of a dynamic signal. Any agreement related to use of Ancillary Services or establishment of a dynamic signal will be subject to review by the Authority, which approval shall not be unreasonably withheld.

(f) If the Customer does not elect to use its pro-rata share of Ancillary Services, then the Authority will use its best efforts to market any portion of the Customer's share of Ancillary Services and dynamic signal that the Customer elects not to use. Any such sale of Ancillary Services and dynamic signal shall be pursuant to a separate agreement among the Authority, the relevant Balancing Authority(ies) or other capable entity(ies), and the relevant Customers that are parties to the sale.

(g) If it is necessary for a new dynamic signal to be established with a Balancing Authority or other capable entity(ies) in order for the Customer to use the Ancillary Services granted under this Contract, then the Customer will be responsible for paying any and all costs related to its establishment and use of the new dynamic signal. If more than one

Customer is involved in establishing a new dynamic signal, the cost for establishing any such signal shall be paid by the participating Customers.

(h) The Customer, through use of a dynamic signal, shall have the right on a pro-rata basis to Loaded Synchronized Generation, Operating Reserves - Spinning, and Operating Reserves – Supplemental, the sum of which shall not exceed the portion of the Customer’s Allocation of Hoover Capacity that is available. The Customer shall have the right to Synchronized Generation in a range from zero (0) to full Synchronized Generation and the reverse. With the use of these Ancillary Services and associated energy losses, the Hoover Energy portion of Customer’s Entitlement may be reduced in the next Billing Period, or as soon thereafter as possible, to the extent and at the time that Western reduces the Authority’s Available Energy under the Electric Service Contract.

(i) The Customer shall have the right to schedule Hoover Capacity and Hoover Energy on a static basis, but in doing so, will not have access to Regulation or Operating Reserves - Spinning, but will have access to Operating Reserves - Supplemental and Ramping needed to manage schedule changes.

(j) The Post-2017 Marketing Plan established distribution priorities for any Hoover C Energy made available to the Authority under the Electric Service Contract. Consistent with these distribution priorities, the Authority may offer to sell Hoover C Energy to the Customer if and when it becomes available to the Authority. No Customer shall be obligated to accept Hoover C Energy. Any Hoover C Energy the Customer agrees to purchase shall be included in the Capacity and Energy Schedule. The amount of Hoover C Energy to be made available to the Customer shall not exceed the amount set forth in the schedule, and any reduction shall be prorated among the Customers in the Authority’s priority classification(s) that have accepted available Hoover C Energy. If the Authority offers to sell Hoover C Energy, and if the Customer agrees to purchase such Hoover C Energy, the Authority agrees to, if requested by the Customer, coordinate delivery of such Hoover C Energy to the Customer at the Point of Delivery or any Additional Delivery Location(s) in accordance with the applicable provisions of any Wheeling Agreement(s).

SECTION 6. Firming Capacity and Firming Energy

(a) Pursuant to a prior written agreement between the Customer and the Authority, and as allowed by law, the Authority will purchase capacity to firm the Hoover Capacity portion of Customer’s Allocation.

(b) Pursuant to a prior written agreement between the Customer and the Authority, and as allowed by law, the Authority will purchase energy to firm the Hoover Energy portion of Customer’s Allocation up to the equivalent of 100 percent capacity factor of the Customer’s Allocation.

(c) The Customer will pay in advance for any such purchases by the Authority.

(d) The Customer, through the Authority's Scheduling Entity, may be required by the Authority to schedule a minimum rate of delivery of energy when the Authority purchases energy pursuant to Section 6(a). The amount of energy to be scheduled at such minimum rate of delivery in connection with the Authority's purchases shall be the product of the overall minimum rate of delivery for all Authority purchases multiplied by a fraction where the numerator is the amount of Authority purchases for the Customer and the denominator is the aggregate amount of Authority purchases for all participating Customers.

SECTION 7. Tender or Relinquishment of Hoover Capacity and Hoover Energy

(a) The Customer may tender or relinquish ("lay off") Hoover Capacity or Hoover Energy for resale by the Authority. The Authority will use its best efforts to sell the Customer's tendered or relinquished Hoover Capacity or Hoover Energy and will apply the net proceeds from the sale towards the Customer's payment obligations under this Contract. The Customer tendering or relinquishing Hoover Capacity or Hoover Energy will still be obligated to pay for any and all Hoover Capacity and Hoover Energy making up the balance of the Customer's Entitlement. No tender or relinquishment of Hoover Capacity or Hoover Energy shall relieve the Customer of its obligations under this Contract. The Authority retains the option to recapture pursuant to Section 27 a tender or relinquishment of Hoover Capacity and Hoover Energy pursuant to this Section 7 that exceeds three (3) consecutive Contract Years.

(b) The tender or relinquishment of Customer's Hoover Capacity and Hoover Energy shall be deemed a recapture if the tender or relinquishment is for the unexpired term of the Purchaser's Contract, and the Authority has contracted to sell the tendered or relinquished Hoover Capacity and Energy under the same terms and conditions as those contained in this Contract.

(c) If Hoover D-1 Capacity or Hoover D-1 Energy is made available under this Contract, the Customer may permanently relinquish Customer's Allocation of Hoover D-1 Capacity and Hoover D-1 Energy to Western. If Western offers Customer's Hoover D-1 Capacity and Hoover D-1 Energy to the other non-tribal Western allottees in the State of Arizona that have executed a Power Sales Contract with the Authority, and one or more of these allottees accept Customer's Hoover D-1 Capacity and Hoover D-1 Energy, then the Customer's contractual obligation for Hoover D-1 Energy will terminate. In the event that the entire relinquished allocation is not reallocated within the State of Arizona, the Customer's contractual obligation for Hoover D-1 Capacity and Hoover D-1 Energy will terminate if Western allocates the remaining Hoover D-1 Capacity and Hoover D-1 Energy in other parts of the Boulder Canyon Project marketing area. The Customer will remain responsible for all payments under this Contract unless and until a reallocation of the Customer's Allocation is implemented. If Customer's Contract includes Hoover D-2 Capacity and Hoover D-2 Energy in addition to Hoover D-1 Capacity and Hoover D-1 Energy, then Customer's Contract will remain effective with respect to Customer's Hoover D-2 Capacity and Hoover D-2 Energy.

SECTION 8. Programs to Maximize the Value of Hoover Capacity and Hoover Energy

Consistent with the Authority's regulations, the Customer may participate in programs designed to maximize the value of Customer's Allocation. With respect to any of these programs, the Authority may request that the Customer file copies of all relevant agreements with the Authority. The Customer may participate in such programs, as follows:

(a) With the Authority's prior written approval, not to be unreasonably withheld, power pooling agreements that provide for the Customer to aggregate or commingle the Customer's Hoover Capacity or Hoover Energy with the Hoover Capacity or Hoover Energy of other Customers; and

(b) With the Authority's approval, not to be unreasonably withheld, banking of Hoover Energy, displacements, exchange of banked Hoover Energy among Customers, and exchanges of Hoover Capacity or Hoover Energy among Customers.

SECTION 9. Environmental Attributes Available to the Customer

The Authority will use best efforts to maintain the right to any and all Environmental Attributes available to it under the Electric Service Contract. Customer shall have the right to use a pro-rata share of any Environmental Attributes associated with the Customer's Allocation that are available to the Authority pursuant to the Electric Service Contract or otherwise. Customer's pro-rata share will be equal to Customer's Allocation as compared to all Customer Allocations. The Customer will not be deemed to have elected not to use Environmental Attributes unless the election is made in writing. If the Customer elects not to use its pro-rata share of Environmental Attributes, then the Authority will use its best efforts to market or create value, to the extent allowed by the Electric Service Contract, for any portion of the Customer's share of Environmental Attributes that the Customer elects not to use. Any sale of Environmental Attributes shall be pursuant to a separate agreement among the Authority, the relevant purchasing entity, and the relevant Customers. Such Environmental Attributes (such as renewable energy credits) shall be expressed in MWh, with one (1) MWh of Environmental Attribute produced for each one (1) MWh of energy generated by the renewable energy resource.

SECTION 10. Transmission of Hoover Capacity and Hoover Energy

(a) Pursuant to the Electric Service Contract, Western will deliver Hoover Capacity and Hoover Energy to the Authority at the Point of Delivery. The Authority will deliver Customer's Entitlement at the Point of Delivery and the Customer, except as provided for in Section 10(b), must arrange for transmission service to transmit its Hoover Capacity and Hoover Energy from the Point of Delivery to any Additional Delivery Location(s). Upon request of the Customer, the Authority will help coordinate transmission arrangements so that its Hoover Capacity and Hoover Energy will be delivered from the Point of Delivery to the Customer or to the Customer's Hoover Capacity and Hoover Energy transmission provider.

(b) If the Customer is unable to independently procure transmission service to transmit the Customer's Entitlement from the Point of Delivery to any Additional Delivery Location(s), then upon request of the Customer, the Authority will use its best efforts to procure transmission service for the Customer by executing a Wheeling Agreement; provided, however,

that the Customer agrees to pay all costs associated with transmission of Hoover Capacity and Hoover Energy for the Customer from the Point of Delivery to the Customer's Additional Delivery Location(s) under any Wheeling Agreement(s). The Customer further agrees that it will adhere to any transmission service specifications set forth in any Wheeling Agreement(s) and will adhere to applicable limitations and requirements of a Host Utility's Bill Crediting program, if applicable.

SECTION 11. Annual Budget and Determination of Demand and Energy Charge

(a) The Authority shall prepare, or cause to be prepared, and deliver to each Customer a proposed Annual Budget at least sixty (60) days prior to the beginning of each Contract Year. The proposed Annual Budget shall itemize for such Contract Year the Authority's estimates of all Revenue Requirements and all revenues and other funds available to the Authority for the payment of such Revenue Requirements as well as the estimated amount of Hoover Capacity and Hoover Energy that formed the basis of such revenue estimates. In preparing the Annual Budget, the Authority, to the extent it incurs costs or expenses that relate to non-Hoover capacity and energy functions to be payable from Revenue Requirements, shall delineate such costs and expenses. At any time up to the forty-fifth (45th) day prior to the beginning of the Contract Year, the Customer may submit any comments with respect to the Annual Budget. After consideration of any comments of the Customers, the Commission, not less than thirty (30) days prior to the beginning of such Contract Year, shall adopt an Annual Budget for such Contract Year and shall cause copies of such Annual Budget to be delivered to each Customer. Notwithstanding the foregoing, the Annual Budget for the first Contract Year shall be prepared, considered, adopted and delivered in the manner that the Authority shall deem most practicable under the circumstances.

(b) The Authority will establish and maintain rates under this Contract and the other Contracts that will provide revenues that are sufficient to meet the estimated Revenue Requirements of the Authority. The capacity charges and the energy charges paid by the Authority to Western for Hoover Capacity and Hoover Energy under the Electric Service Contract shall be assigned to the Demand Related Revenue Requirements and Energy Related Revenue Requirements, respectively. The balance of the Authority's Revenue Requirements shall be assigned to Demand Related Revenue Requirements and Energy Related Revenue Requirements in the same percentage proportion that Western assigns costs to capacity and energy charges in the Electric Service Contract. The Authority shall determine the Capacity Rate for each Billing Period by dividing the estimated Demand Related Revenue Requirements by the product of the number of months in such Contract Year times the total aggregate sum of the Average Monthly Hoover Capacity Entitlement of all the Customers. The Authority shall determine the Energy Rate by dividing the estimated Energy Related Revenue Requirements by the total aggregate amount of the Forecasted Monthly Hoover Energy Entitlement estimated by the Authority to be scheduled and delivered to all Customers during such Contract Year, as modified from time-to-time by the Authority during such Contract Year.

(c) If, at any time after the adoption of the Annual Budget, the Authority estimates that the Revenue Requirements or revenues to be furnished for the Contract Year or any part thereof for which such Annual Budget applies will be greater or less than the Revenue Requirements or revenues set forth in the Annual Budget, then the Authority may prepare an

amended Annual Budget and revise the Capacity Rate and Energy Rate in accordance with such amended Annual Budget. Any amended Annual Budget shall be adopted by the Commission, but with reasonable notice to, and opportunity for comments from, the Customers and thereafter transmitted to each Customer and shall supersede the Annual Budget or any amended Annual Budget previously provided.

(d) In the event that a budget for the ensuing Contract Year has not been adopted on or before the first day of the Contract Year, the total amount budgeted for the preceding Contract Year shall be the total amount of the temporary budget for such purposes for the ensuing Contract Year. The temporary budget shall be effective only until such time as a permanent budget has been finally adopted and approved by the Commission as provided herein.

(e) The Customer shall pay the Authority for Hoover Capacity and Hoover Energy at the rates established by the Authority, as the same may be revised from Contract Year to Contract Year and from time to time within a Contract Year in accordance with the provisions of this Contract and any amendment to the Annual Budget.

(f) The Customer shall pay the sum of (i) the Demand Charge (ii) the Energy Charge, and (iii) any charge for Hoover C Energy purchased by the Customer under Section 5(j), as adjusted for any credits specified in this Section 11(f). Amounts, if any, derived by the Authority from the sale of the Customer's share of Environmental Attributes, Ancillary Services, or the dynamic signal to one or more Balancing Authorities, shall be used by the Authority to reduce the Customer's Demand Charge, Energy Charge, and Hoover C Energy charge in proportion to the Customer's pro-rata share of the Environmental Attributes, Ancillary Services, or the dynamic signal that is sold.

(g) On or before the 3rd business day of each month beginning with the second month of the first Contract Year, the Authority shall render to the Customer a monthly statement showing, in each case with respect to the preceding month, (i) the amount of the Demand Charge, the Energy Charge, and any charge for Hoover C Energy payable by the Customer for such month; and (ii) the amount, if any, determined in accordance with this Section 11 to be credited to or paid by the Customer with respect to any adjustment for actual Demand Related Revenue Requirements and Energy Related Revenue Requirements; and such Customer shall pay the total of such amounts at the times specified in paragraph (h) of this Section 11.

(h) Monthly payments required to be paid to the Authority pursuant to this Section 11 shall be due and payable to the Authority at the address of the Authority set forth in Section 32 of this Contract or the account of the Authority via wire transmission, on or before the later of (i) the 15th day after the date of such monthly statement or (ii) the 15th day after the date such statement is mailed or electronically mailed, as indicated by the postmark date or electronic mail date stamp; provided, that, if said 15th day is a Saturday, Sunday or a day on which banks in the State of Arizona are authorized to be closed, the next following day on which banks in the State of Arizona are authorized to be open shall be the day that such payment is due.

(i) If payment in full is not actually received by the Authority on or before the close of business on the due date of such payment as provided in paragraph (h) of this Section 11, the Authority shall charge the Customer an initial late payment charge equal to two percent

(2%) of the unpaid amount. Each day after the due date of such payment as provided in paragraph (h) of this Section 11, a charge of five hundredths percent (0.05%) of the principal sum unpaid shall be added until the amount due, including the two percent (2%) initial late payment charge, is paid in full. Payments received will first be applied to the charges for late payment assessed on the principal and then to payment of the principal. Remittances received by mail or wire transmission will be accepted without assessment of such charges if the postmark or date stamp indicates that the payment was mailed or wired on or before the due date of such payment as provided in paragraph (h) of this Section 11.

(j) In the event of any dispute as to any portion of any monthly statement, the Customer shall nevertheless pay the full amount of the disputed charges when due and shall give written notice of the dispute to the Authority by the date such payment is due or within ten (10) business days after the Customer first obtains knowledge of the principal fact on which the dispute is based, whichever is later. Such notice shall identify the disputed bill, state the amount in dispute and set forth a full statement of the grounds on which such dispute is based. No adjustment shall be considered or made for disputed charges unless notice is given as aforesaid. The Authority shall give consideration to such dispute and shall advise the Customer in writing with regard to its position relative thereto within thirty (30) calendar days following receipt of such written notice. Upon final determination (whether by agreement, arbitration, adjudication or otherwise) of the correct amount, any difference between such correct amount and such full amount, including interest on any overpayment at the London Inter Bank Offered Rate during the period of the overpayment, shall be properly reflected in the statement next submitted to the Customer after such determination.

(k) Credits required to be made against Revenue Requirements pursuant to the provisions of this Section 11 or as provided in the definition of Revenue Requirements in Section 1 of this Contract will be made in the then current Contract Year or the next succeeding Contract Year, as determined by the Authority.

(l) As soon as possible, after the end of each Contract Year, the Authority will submit to the Customer a detailed statement of the actual aggregate Demand Related Revenue Requirements and Energy Related Revenue Requirements for such Contract Year and any adjustment thereof or credit thereto pursuant to this Section 11, and the Customer's share of each, and all other amounts, if any, payable by or credited to the Customer pursuant to this Contract for all of the months of Contract Year, and adjustments of such aggregate Demand Related Revenue Requirements and Energy Related Revenue Requirements, if any, for any prior Contract Year and any adjustment thereof or credit thereto pursuant to this Section 11 allocable to the Customer, based on such detailed statement. If, on the basis of the statement submitted as provided in this paragraph, the actual aggregate Demand Related Revenue Requirements and Energy Related Revenue Requirements for such Contract Year and any adjustment thereof or credit thereto pursuant to this Section 11 allocable to the Customer and other amounts payable for such Contract Year exceed the estimate thereof on the basis of which the Customer has been billed or are less than the estimate thereof on the basis of which such Customer has been billed or if the Customer's Entitlement is different than that which formed the basis of the Capacity Rate and the Energy Rate for such Contract Year, the amount of the deficiency or excess shall be added or credited, as the case may be, to the Customer's monthly statement during the current Contract Year in a manner deemed equitable by the Authority. If the Customer is not entitled to

receive any Hoover Capacity and Hoover Energy in the next Contract Year, the Authority shall pay to the Customer any credit due the Customer and the Customer shall pay to the Authority any amounts owing the Authority all as determined by such detailed statement of the actual aggregate Demand Related Revenue Requirements and Energy Related Revenue Requirements, or Customer's Entitlement.

SECTION 12. Scheduling Entity Agreement

(a) Pursuant to Section 6.11.5 of the Electric Service Contract, the Authority will designate one or more Scheduling Entities responsible for scheduling the Authority's Hoover Capacity, Hoover Energy, Hoover C Energy, and other resources available to the Authority for use by the Customer under the Electric Service Contract.

(b) The Authority will, by October 1, 2017, execute a Scheduling Entity Agreement (SEA) with one or more Scheduling Entities that will require each Scheduling Entity, as applicable, to adhere to Western's Metering and Scheduling Instructions, as set forth in Attachment 6 of the Electric Service Contract.

(c) The Authority will work with each Scheduling Entity to develop operating arrangements, scheduling, and accounting procedures, as may be necessary to implement each SEA or to supplement Western's Metering and Scheduling Instructions. Such procedures will be attached to each SEA as "Scheduling and Accounting Procedures." These Scheduling and Accounting Procedures may, from time-to-time, be revised by the Authority and the Scheduling Entity as necessary to implement the SEA.

(d) Authority staff will work in consultation with the Customers, to develop the Scheduling and Accounting Procedures concerning delivery of Hoover Capacity, Hoover Energy, Hoover C Energy, and other resources available to the Customer under this Contract. The Authority will review, and update as appropriate, Authority billing procedures.

SECTION 13. Covenants of the Customer

(a) The Customer agrees to maintain rates, fees and charges for the sale or use of Hoover Capacity, Hoover Energy, and Hoover C Energy purchased hereunder, as allowed by the appropriate regulatory authority, if any, which, together with other available funds, shall provide to the Customer revenues sufficient to meet its obligations to the Authority under this Contract and the obligations of the Customer, if any, which are equal to or superior to its obligations under this Contract. Nothing herein shall be deemed to require the Customer to satisfy its obligations under this Contract from any source which would result in a violation of any statutory or constitutional provisions.

(b) Except as noted in Sections 7 and 8, the Customer shall not sell, transfer, exchange or otherwise dispose of any of the Hoover Capacity, Hoover Energy, and Hoover C Energy made available to the Customer hereunder other than for resale to its customers in the Customer's service area or its own use, unless such sale, transfer, exchange or other disposition is approved by the Authority. Such approval shall be in the sole discretion of the Authority and not unreasonably withheld.

(c) The Customer shall not sell or otherwise dispose of all or substantially all of its business or utilities operations from which it derives revenues to satisfy its obligations to the Authority under this Contract except on ninety (90) days prior written notice to the Authority and, in any event, shall not so sell or otherwise dispose of the same unless all of the following conditions are met: (i) the Customer shall assign this Contract and its rights and interest hereunder to the purchaser of its business or utilities operations and such purchaser shall assume all obligations of the Customer under this Contract; (ii) if and to the extent necessary to reflect such assignment and assumption, the Authority and such purchaser shall enter into an agreement supplemental to this Contract to clarify the terms on which Hoover Capacity and Hoover Energy is to be sold hereunder by the Authority to such purchaser; (iii) the Authority shall by resolution determine (which determination shall not be unreasonably withheld) that such sale or other disposition will not adversely affect the value of this Contract as security for the payment of Bonds and; (iv) the Authority receives an opinion of Bond Counsel that such sale or other disposition will not adversely affect the exemption of interest on Bonds from federal income taxation. For the purposes of this Section 13(c), sale or other disposition of substantially all of its business operations shall mean a sale or other disposition by the Customer that adversely affects Customer's ability to continue to make its payments under this Contract. If Hoover D-1 Capacity or Hoover D-1 Energy is made available under this Contract, any assignment of this Contract and associated rights and interests therein pursuant to Section 13(c)(i) shall also require approval from Western.

(d) On and after the effective date of this Contract, the Customer shall not, without written consent of the Authority, lease all or substantially all of its business or utility operations from which it derives revenues to satisfy its obligations under this Contract. The Authority will give its written consent to such lease upon being furnished with an opinion of Bond Counsel to the effect that such lease will not adversely affect the exemption of Bonds from federal income taxation.

(e) The Customer will operate its utility system, its business, or the properties of its business operations from which it derives revenues to satisfy its obligations to the Authority under this Contract in accordance with normal accepted utility practice.

(f) If the Customer owns and operates its own power system, then the Customer shall construct, operate, and maintain its power system in a manner that meets or exceeds generally accepted industry standards.

SECTION 14. Facilities, Ownership, and Liability

If the Customer provides electric facilities and properties to the Authority or the Customer and the Authority operate or maintain joint electric facilities and properties, then the following installation and maintenance obligations apply:

(a) All lines, substations and other electrical facilities (except metering equipment installed by or for the Authority) located on the Customer's side of the Point of Delivery shall be furnished, installed and maintained or caused to be furnished, installed or maintained by the Customer or Host Utility unless otherwise provided by agreement between the parties or unless maintained by third parties.

(b) All meters and other facilities furnished by the Authority shall be and remain the property of the Authority and the right to remove, replace or repair such meters and other facilities is expressly reserved. The Customer shall exercise due care to protect such property on the Customer's premises and in the event of loss or damage to such property caused by Customer's negligence, the Customer shall be liable for any damage to said property; similarly, the Authority shall exercise due care to protect the Customer's property on the Authority's premises and in the event of loss or damage to the Customer's property caused by Authority's negligence, the Authority shall be liable for any damage to Customer's property.

SECTION 15. Uncontrollable Force

Neither the Authority nor the Customer shall be considered to be in default in respect to any obligation hereunder, other than the obligation of the Customer to pay for the Hoover Capacity, Hoover Energy and Hoover C Energy during any Billing Period as provided in Section 11(f), or make any payment required under Section 21, if prevented from fulfilling such obligations by reason of an uncontrollable force. The term "uncontrollable force" means any cause beyond the control of the party affected, including but not restricted to, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority and action or nonaction by, or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by exercise of due diligence such party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed to require a party to settle any strike or labor dispute in which it may be involved. Either party rendered unable to fulfill any of its obligations under the contract by reason of an uncontrollable force shall give prompt written notice of such fact to the other party and shall exercise due diligence to remove such inability with all reasonable dispatch.

SECTION 16. Contingency Planning

If any of the "Capacity Loss below 1000MW" or "Force Majeure" events set forth in Section 10.1 of the Restated Agreement occur, the Authority will assess the overall severity of the event on the Customer and shall take the following actions:

(a) promptly notify the Customer of such event and convene a meeting of affected Customers to discuss the Authority's response to such event; and

(b) if requested by the Customer, make a good faith effort to mitigate any adverse impact of such event on the Customer.

SECTION 17. Assignment

(a) This Contract shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties to this Contract; provided, however, that, except for the assignment by the Authority authorized by clause (b) of this Section 17 and except for any assignment in connection with the sale, lease or other disposition of all or substantially all of the Customer's business or utilities operations as provided in Section 13(c) or 13(d) hereof, neither this Contract nor any interest herein shall be transferred or assigned by either party hereto

except with the consent in writing of the other party hereto, which consent shall not be unreasonably withheld. If Hoover D-1 Capacity or Hoover D-1 Energy is made available under this Contract, any assignment of this Contract or any interest therein under this Section 17(a) shall also require approval from Western, as set forth in Section 30 of the Electric Service Contract. No assignment or transfer of this Contract shall relieve the parties of any obligation hereunder, unless and until an assignment of the Customer's Allocation is implemented. Any assignment or transfer of this Contract must not violate Section 9.2 of the Electric Service Contract concerning resale of Hoover Capacity, Hoover Energy and Hoover C Energy.

(b) The Customer acknowledges and agrees that the Authority may assign and pledge to any trustee or similar fiduciary designated in the Bond Resolution all of, or any interest in, its right, title, and interest in and to all payments to be made to the Authority under the provisions of this Contract as security for the payment of the principal (including sinking fund installments) of, premium, if any, and interest on any Bonds and may deliver possession of this Contract to such trustee in connection therewith, and, upon such assignment, pledge and delivery, the Authority may grant to such trustee any rights and remedies herein provided to the Authority and thereupon any reference herein to the Authority shall be deemed, with the necessary changes in detail, to include such trustee which shall be a third party beneficiary of the covenants and agreements of the Customer herein contained, only to the extent required to protect such trustee's security interest.

SECTION 18. Records and Accounts

(a) The Authority agrees to maintain accurate records and supporting documentation relating to Hoover Capacity, Hoover Energy, Hoover C Energy, Revenue Requirements, Demand Related Revenue Requirements and Energy Related Revenue Requirements, separate and distinct from its other records and accounts. Such records and supporting documentation shall be retained for at least three years after the close of the Contract Year. Upon written request and reasonable notice, the Authority agrees to provide to the Customer's auditors or audit representative such records and supporting documentation for its review and inspection. Any exceptions noted in this review will be forwarded to the Authority for its review and response. The Authority agrees to respond within thirty (30) days of receipt and any agreed exception will be adjusted to the period such exception first occurred.

(b) The Customer agrees to maintain accurate records and supporting documentation relating to the conduct of its business or utility operations which provide the source of payment of the Customer's obligations under this Contract and upon written request and reasonable notice agrees to permit the Authority's auditors or audit representative to inspect such records or documentation. The Customer shall maintain such records and documentation for at least three years after the close of the Customer's fiscal year.

(c) In response to any public records law request for information related to the Customer's conduct of its business or utility operations that may be contained in records obtained by the Authority during any inspection under subsection (b), the Authority will actually notify the Customer within three (3) business days of receipt of such request, and will, if possible, give the Customer notice of the estimated date that the Authority will disclose any documents the Authority deems subject to disclosure.

(d) The Customer agrees to supply to the Authority upon request a copy, if any, of the annual audit of the Customer certified by a firm of certified public accountants.

SECTION 19. Information

The Authority and the Customer will promptly furnish to each other such information as may be reasonably requested from time to time in order to carry out more effectively the intent and purpose of this Contract. In addition, the Customer further agrees to furnish at its own expense such information and documents, including financial statements, legal opinions and engineering reports, as the Authority may reasonably request in connection with the offering and sale of Bonds by the Authority or as may be required by the federal securities laws, including in particular Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934, as amended. Any Legal Opinion delivered in substantially the form required by Section 30 of this Contract by the Authority or the Customer, as the case may be, shall be deemed in compliance with and satisfaction of this Section 19.

SECTION 20. Bonds

Any Bonds that the Authority sells and issues in accordance with the provisions of the Bond Resolution to acquire and construct projects contemplated by the Bond Resolution and any other projects, works or facilities associated with the sale and delivery of Hoover Capacity, Hoover Energy, and Hoover C Energy to the Customer, shall be secured by the pledge made pursuant to the provisions of Section 17(b) of this Contract of the payments required to be made by the Customer under this Contract, as such payments may be increased and extended by reason of the issuance of such Bonds. Any such Bonds issued in accordance with the provisions of this Section 20 and secured by the pledge of such payments may, unless otherwise determined by the Authority, rank equally as to the security afforded by the provisions of this Contract with all Bonds theretofore issued pursuant to and secured in accordance with the provisions of the Bond Resolution.

SECTION 21. New Customer and Recapture Customer Obligations

(a) If the Customer is either a New Customer or Recapture Customer, as defined by this Contract, the Customer agrees to pay to the Authority an amount related to Repayable Capital Investments, as provided in this Section 21. The Customer's payment obligation will be calculated as follows:

$P = (0.5 \times RCI \times C) + (0.5 \times RCI \times E)$ where:

P = Payment Obligation

RCI = The total amount of Repayable Capital Investments as of September 30, 2017.

C = Customer's percentage of all Contingent Capacity allocated under the 2011 Act.

E = Customer's percentage of Firm Energy allocated under the 2011 Act.

The Authority will divide the Customer's share by the number of years that Western determines to collect Repayable Capital Investments from the Authority, which period shall be no longer than five years commencing October 1, 2017. The Authority will divide the Customer's annual payment obligation by twelve, and will bill monthly in arrears over the collection period starting at the end of the first month of the collection period commencing October 1, 2017.

(b) The Authority will timely issue the New Customer or Recapture Customer a statement for collection of the amount due under Section 21(a) on the same schedule that the Authority renders the statement required under paragraph (g) of Section 11. The Customer shall pay the Authority monthly in the same manner and on the same schedule that the Customer is required to submit payments under paragraph (h) of Section 11. If payment in full is not actually received by the Authority on or before the close of business on the due date of such payment, as provided in paragraph (b) of Section 11, the Authority shall charge the customer late payment charges in the same manner and at the same rate(s) as set forth in paragraph (i) of Section 11. Any dispute as to any portion of any statement issued under this Section 21(b) shall be handled consistent with the dispute resolution process set forth in paragraph (j) of Section 11.

(c) Consistent with Authority Resolution No. 15-18, within a reasonable time after close of the Contract Year on September 30, 2018, and the close of each Contract Year thereafter through September 30, 2022, the Authority will directly distribute any Net Repayable Advance to each Existing Non-Recapture Customer in an amount equal to one-half times the Net Repayable Advance multiplied by the ratio of the amount of the Customer's post-1987 capacity allocation as of September 30, 2017, to the Authority's total post-1987 capacity allocation plus one-half times the Net Repayable Advance multiplied by the ratio of the amount of the Customer's post-1987 energy allocation as of September 30, 2017, to the Authority's total post-1987 energy allocation.

(d) If the Customer is either a New Customer or Recapture Customer, as defined by this Contract, the Customer agrees to pay a pro-rata share of the Transitional Items billed to the Authority by Reclamation pursuant to the Restated Agreement. Each New Customer and Recapture Customer's share of the Transitional Items billed to the Authority shall be calculated by multiplying the total amount that Reclamation bills the Authority for Transitional Items by the ratio of the New Customer or Recapture Customer's Hoover Capacity and Energy compared to all Hoover Capacity and Hoover Energy held by New Customers and Recapture Customers. Any Transitional Items amount that Reclamation returns to the Authority pursuant to Section 16 of the Restated Agreement will be distributed pro rata to Existing Non-Recapture Customers in an amount equal to one-half times the amount of the returned Transitional Items multiplied by the ratio of the amount of the Customer's post-1987 capacity allocation as of September 30, 2017, to the Authority's total post-1987 capacity allocation plus one-half times the amount of the returned Transitional Items multiplied by the ratio of the amount of the Customer's post-1987 energy allocation as of September 30, 2017 to the Authority's total post-1987 energy allocation.

SECTION 22. Default by the Customer

The following shall constitute a default under this Contract:

(a) Failure of the Customer to pay the Authority any of the payments required under this Contract within ten (10) days following receipt of written notice from the Authority to the Customer of such failure.

(b) Failure of the Customer to perform any other obligation under this Contract for a period of sixty (60) days following receipt of written notice from the Authority to the Customer of such failure; provided, however, the Customer shall not be deemed in default under this subsection (b) if the Customer, after receipt of such notice, is proceeding with reasonable diligence to cure such failure.

SECTION 23. Remedies of the Authority

In the event of any default referred to in Section 22 of this Contract, the Authority shall have, in addition to any other rights or remedies it may have under law, the following rights and remedies:

(a) the Authority may bring any suit, action, or proceedings in law or in equity, including any special action for specific performance, as may be necessary and appropriate in the sole discretion of the Authority to enforce against the Customer any covenant, agreement or obligation for which provision is made in this Contract;

(b) the Authority may, at any time upon fifteen (15) days written notice to the Customer, cease and discontinue delivering or making available for delivery Hoover Capacity Hoover Energy, or Hoover C Energy to the Customer so long as such default shall continue; provided, however, that any such cessation and discontinuance shall not relieve the Customer of any obligation under this Contract, including the obligation to pay amounts due on and prior to the date of such cessation and discontinuance and provided further that if the Authority has not terminated this Contract pursuant to subsection (c) below and if the Customer pays all amounts due hereunder, including all late payments, or performs all other obligations to be performed under this Contract then the Authority shall reinstate delivery of Hoover Capacity, Hoover Energy, and Hoover C Energy to the Customer; and

(c) whether or not the Authority shall have ceased and discontinued delivering or making available for delivery Hoover Capacity, Hoover Energy, or Hoover C Energy pursuant to clause (b) above, if an event of default described in Section 22 shall continue for sixty (60) days, the Authority may at any time thereafter while such default shall be continuing, upon written notice to the Customer, terminate this Contract: provided, however, that any such termination shall not relieve the Customer of the obligation to pay any amounts required to be paid under this Contract with respect to any amounts due on and prior to such date of such termination or the date the delivery of Hoover Capacity, Hoover Energy, and Hoover C Energy was discontinued pursuant to subsection (b) above if such date of discontinuance was earlier than the date of termination.

SECTION 24. Default by the Authority

In the event of any default by the Authority under any covenant, agreement or obligation of this Contract, the Customer's remedy for such default shall be limited to injunction, special action, action for specific performance or any other available equitable remedy designed to enforce any covenant, obligation or agreement of the Authority hereunder as may be necessary or appropriate.

SECTION 25. Abandonment of Remedy

In case any proceeding taken on account of any default shall have been discontinued or abandoned for any reason, the parties to such proceeding shall, unless such parties agree otherwise, be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Authority and the Customer shall continue as though no such proceeding had been taken.

SECTION 26. Waivers

Any waiver at any time by either the Authority or the Customer of its rights with respect to any default of the other party hereto, or with respect to any other matter arising in connection with this Contract, shall not constitute a waiver with respect to any subsequent default, right or matter.

SECTION 27. Recapture of Hoover Capacity and Hoover Energy

If for any reason all or a portion of Customer's Allocation has exceeded the Load of the Customer, for a period of three (3) consecutive Contract Years, the Authority may recapture, in accordance with this Section 27, the portion of Customer's Allocation that has so exceeded Load. The Authority shall give the Customer at least sixty (60) days' notice of a hearing relating to a determination to effect recapture pursuant to this Section 27. At such hearing, the Authority shall determine if the Customer's Allocation can be reasonably expected to exceed in whole or in part the Customer's Load in the future. The Authority will also consider the Customer's participation in any temporary resource management programs that may have affected or will affect the Customer's Load. At the hearing, the Customer shall be given the opportunity to show cause why Customer's Allocation should not be reduced. Any portion of Customer's Allocation, or all of Customer's Allocation, as the case may be, the Authority determines to be excess shall be recaptured by the Authority. Any such recapture shall be effective sixty (60) days following written notice to the Customer of the Authority's determination to recapture. Any such recapture of Hoover Capacity and Hoover Energy shall result in a reduction of the Customer's Allocation to the extent of the recapture. If Hoover D-1 Capacity or Hoover D-1 Energy is made available under this Contract, any reduction in the Customer's Allocation of Hoover D-1 Capacity or Hoover D-1 Energy under this Section 27 shall also require approval from Western, as set forth in Section 30 of the Electric Service Contract.

SECTION 28. Effects of Recapture or Reduced Allocation of Hoover Capacity or Hoover Energy

(a) In the event that the Customer's Allocation of Hoover Capacity or Hoover Energy is recaptured or forfeited in whole or in part or is reduced in part or reduced to zero pursuant to the provisions of this Contract, the rights and obligations of the Customer under this Contract, including, but not limited to, its right to receive Hoover Capacity and Hoover Energy and its obligation to pay for Hoover Capacity and Hoover Energy, shall be reduced in proportion to such recapture, forfeiture or reduction, as the case may be; provided, however, that the reduction in the obligation to pay shall not occur unless and until a reallocation of Customer's Allocation has been implemented.

(b) If Customer's Allocation of Hoover Capacity and Hoover Energy is recaptured in whole or reduced to zero, this Contract shall not terminate; provided, however, that in the event of such recapture or reduction to zero, if the Customer is not in default of this Contract and a reallocation of Customer's Allocation has been implemented, the Customer shall have the right, upon written notice to the Authority, to terminate this Contract, and upon such termination the Customer shall no longer have any rights or obligations under this Contract.

SECTION 29. Power Purchase Certificate

The Authority shall not be required to sell any Hoover A Capacity and Hoover A Energy to the Customer unless the Customer holds a power purchase certificate issued by the Authority pursuant to Article 3, Title 30 of the Arizona Revised Statutes. The Customer must maintain the certificate and comply with its requirements, including serving sufficient Load located within the area covered by the certificate to fully use all of Customer's Entitlement of Hoover A Capacity and Hoover A Energy, in order to continue purchasing Hoover A Capacity and Hoover A Energy from the Authority.

SECTION 30. Opinion as to Validity

Upon the execution of this Contract, the Customer shall furnish the Authority with an opinion by an attorney or firm of attorneys to the effect that (bracketed language indicates provisions which will vary among Customers):

(a) The Customer is a [municipal] corporation [or organization] [or political subdivision] duly created and validly existing pursuant to the Constitution and statutes of the State of Arizona [or a federally recognized Indian tribe located within the State of Arizona].

(b) The Customer has full legal right and authority to enter into this Contract and to carry out its obligations hereunder.

(c) The resolution authorizing or causing the execution and delivery of the Contract has been duly and lawfully adopted at a meeting duly called and held at which a quorum was present and acting throughout and such meeting was called pursuant to [necessary public notice/its by-laws].

(d) The governing body of the Customer duly approved this Contract and its execution and delivery on behalf of the Customer or otherwise provided for its approval and execution; this Contract has been duly authorized, executed and delivered by the Customer; and, assuming that the Authority has all the requisite power and authority to execute and deliver, and has duly authorized, executed and delivered, this Contract, this Contract constitutes the legal, valid and binding obligation of the Customer in accordance with its terms subject, however, to the effect of, and to restrictions and limitations imposed by or resulting from, bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally, and general principles of equity. No opinion need be rendered as to the availability of any particular remedy.

(e) The execution and delivery of this Contract by the Customer, the performance by the Customer of its obligations hereunder and the consummation of the transactions contemplated herein do not and will not contravene any existing law or any existing order, injunction, judgment, decree, rule or regulation of any court or administrative agency having jurisdiction over the Customer or its property or result in a breach or violation of any of the terms and provisions of, or constitute a default under, any existing bond resolution, indenture, mortgage, deed of trust or other agreement to which the Customer is a party or by which it or its property is bound.

(f) Other than the issuance of a power purchase certificate by the Authority or approval of transmission arrangements by the Authority, all approvals, consents or authorizations of, or registrations or filings with, any governmental or public agency, authority or person required on the part of the Customer in connection with the execution, delivery and performance of this Contract have been obtained or made.

(g) To the knowledge of such attorney or firm of attorneys after due inquiry, there is no litigation or other proceedings pending or threatened in any court or other tribunal of competent jurisdiction (either State or Federal) questioning the creation, organization or existence of the Customer or the validity, legality or enforceability of this Contract.

SECTION 31. Relationship to and Compliance with Other Instruments

(a) It is recognized by the parties hereto that, in undertaking, or causing to be undertaken, the financing of any Bonds, the Authority must comply with the requirements of the Bond Resolution and the Electric Service Contract and it is therefore agreed that this Contract is made subject to their terms and provisions.

(b) This Contract is made upon the express condition and with the express covenant that all rights under this Contract shall be subject to and controlled by the Colorado River Compact approved by Section 13(a) of the Boulder Canyon Project Act.

SECTION 32. Notices

(a) Any notice, demand or request provided for in this Contract, or served, given or made in connection with this Contract, other than payments required by Section 11 or Section 21, shall be in writing and shall be deemed properly served, given, or made if delivered in person or sent by United States mail or other qualified and recognized delivery service,

postage prepaid, or sent by electronic mail if the recipient confirms receipt, to the persons as set forth in Exhibit D. A party may at any time, by written notice, change the designation or the address of the person to whom notices are to be sent. Each party agrees to promptly notify the other party of a change in the information in Exhibit D.

(b) All notices or other writings will be deemed served on the (i) day that they are personally served, (ii) five days after the notice is deposited, postage prepaid, in the United States mail or with another qualified and recognized delivery service, or (iii) if served electronically, on the day that the recipient confirms receipt.

SECTION 33. Severability

In the event that any of the terms, covenants or conditions of this Contract, or the application of any such term, covenant or condition, shall be held invalid or illegal by any court having jurisdiction, it is the intention of each of the parties hereto that such illegal or invalid provision or portion thereof shall not affect any other provision hereof, but this Contract shall be construed and enforced as if such illegal or invalid provision had not been contained herein unless it is finally determined by a court of last resort that such provisions or portion thereof are not separable from all other provisions of this Contract, in which event, this Contract shall terminate.

SECTION 34. Energy Planning and Management Program

The Customer shall, or the Customer shall cause its Host Utility to develop or maintain and implement either an individual or joint Integrated Resource Plan, a Small Customer Plan or other acceptable plan in accordance with the provisions of the “Energy Planning and Management Program; Integrated Resource Planning Approval Criteria” published in the FEDERAL REGISTER on March 30, 2000 (65 Fed. Reg. 16789, et seq.), and any subsequent amendments thereto, as codified at 10 C.F.R. §§ 905.1-905.40. Any failure by the Customer to maintain such standards shall not be deemed a breach of this Contract; provided, however, that if Western determines that any plan or report prepared by the Customer that the Authority relies on to satisfy its obligations under the Criteria is deemed inadequate, the Customer agrees to take any corrective action necessary and pay any penalties imposed by Western for failing to take adequate corrective action.

SECTION 35. Customer Consultation Committee and Participation

(a) The Authority shall establish a Customer Consultation Committee, which shall be made up of Authority staff and representatives of any Customer wishing to participate. The purpose of the Customer Consultation Committee is to provide a mechanism to inform the Customer Consultation Committee members of issues under discussion among two or more of the Authority, Western, Reclamation and other entities contracting directly with Western, relating to the Electric Service Contract, the Restated Agreement or otherwise related to the Boulder Canyon Project.

(b) The Authority shall promptly make all materials relevant to such matters in the Authority’s possession available to the Customer Consultation Committee.

(c) The Customer Consultation Committee shall meet to inform the Customer Consultation Committee members of the issues under discussion, solicit input from the Customer Consultation Committee members regarding the Authority's position on such issues, and to inform the Customer Consultation Committee members of the Authority's position on such issues.

(d) The Customer representatives on the Customer Consultation Committee, with input from the Authority, may select up to five (5) persons to attend, with the Authority, any meeting among the Authority and Western, Reclamation or other entities contracting directly with Western relating to the above-described issues. The Authority shall provide an opportunity for at least one of the five persons to represent Customers receiving Hoover D-1 Capacity and Hoover D-1 Energy. The Authority shall allow such attendance provided that nothing herein prevents the Authority from inviting and allowing more than five (5) Customer Representatives to any meeting among the Authority and Western, Reclamation, or other entities contracting directly with Western relating to the above-described issues. In the event the Customer members are unable to agree on the Customer attendees, the Authority shall select the Customer attendees.

SECTION 36. Table of Contents and Section Headings

The Table of Contents and section headings appear only as a matter of convenience and shall not be considered a part of this Contract.

SECTION 37. Amendment

Except as provided for expressly herein, neither this Contract nor any terms hereof may be terminated, amended, supplemented, waived or modified except by an instrument in writing executed by each party to this Contract; provided, however, that a party may waive any right or claim through a waiver signed solely by the waiving party.

SECTION 38. Applicable Law

(a) This Contract shall be governed by, construed and enforced in accordance with the laws of the State of Arizona subject to any limitation on the Customer's limited waiver of sovereign immunity as set forth in Section 44.

(b) Any reference in this Contract to any federal or state act, statute, or regulation shall be deemed to be a reference to such act, statute, or regulation and all amendments and supplements thereto in existence on the date of execution of this Contract, unless specifically noted otherwise; provided, that nothing in this Contract limits the authority of the United States Congress or the Arizona State Legislature. In the event that a change in any act, statute, or regulation materially impairs any right, benefit or interest of the Customer, or imposes any material increase in cost, or reduction in allocation of capacity or energy, or otherwise materially changes an obligation of the Customer hereunder, the parties shall promptly meet and discuss in good faith regarding possible changes to this Contract to mitigate the impact of such a change in any act, statute, or regulation. The rights and remedies under this Section 38(b) are cumulative and in addition to, not exclusive or in substitution for, any other rights or remedies available under law or equity.

SECTION 39. Recitals, Exhibits and Attachment

The recitals, exhibits, and attachment to this Contract are incorporated herein by this reference and made a part hereof for all purposes.

SECTION 40. Entire Contract

This Contract, together with the attached Exhibits A, B, C, and D and Attachment 1 constitute the entire understanding between the Parties with respect to the subject matter contained herein and supersede any prior understandings, negotiations, or agreements, whether written or oral, respecting the subject matter; provided however, that by mutual agreement, the Parties may revise Exhibits A, B, or D without the necessity of revising the entire Contract. The Parties agree that the Authority may, in its sole discretion, periodically revise the format of Exhibit C in consultation with the Customer without the necessity of revising the entire Agreement. The initial Attachment 1 is incorporated into this Contract until superseded by a subsequent attachment. In the event of changed conditions or circumstances, the Authority may change or modify Attachment 1. The Authority shall provide to the Customer written notice of, and opportunity to comment on any change or modification of Attachment 1 at least thirty (30) days prior to the effective date of such revised attachment. The Authority will, in good faith, consider any comments submitted. In the event of any conflict between either the Exhibits or Attachment 1 and this Contract, the Contract will control.

SECTION 41. Execution in Counterpart

This Contract may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument.

SECTION 42. Conflict of Interest

This Contract is subject to cancellation pursuant to A.R.S. section 38-511.

SECTION 43. Arbitration in Superior Court

As required by A.R.S. Section 12-1518, and subject to the limitation on Customer's remedies set forth in Section 24, the Authority and the Customer agree to make use of arbitration in disputes that are subject to mandatory arbitration pursuant to A.R.S. Section 12-133.

SECTION 44. Dispute Resolution With Tribal Entities

If Customer is a Tribal Entity, as defined in this Contract, Customer agrees to a limited waiver of sovereign immunity solely as to arbitration of and litigation in federal district court for enforcement of the Contract by the Authority related to Customer's obligations under this Contract. Aside from this limited waiver, nothing in this Contract, or in any current or future attachments, exhibits, or amendments, is intended to be or shall be construed as a waiver of such Customer's sovereign immunity. The Parties understand and agree that neither this Contract nor any underlying law or procedure abrogates or waives Customer's sovereign immunity from suit in any state or federal court or confers jurisdiction on any such court.

SECTION 45. Equal Employment Practices

(a) The Customer, unless otherwise exempt by federal or state law, will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex or national origin. The Customer will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, age, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Customer agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the Authority setting forth the provisions of this nondiscrimination clause.

(b) The Customer will in all solicitations or advertisements for employees placed by or on behalf of the Customer state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex or national origin.

(c) The Customer will send to each labor union or representative of workers with which it has an understanding a notice to be provided by the Authority advising the labor union or workers' representative of the Customer's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Customer will furnish all information and reports required by the Authority and will permit access to its books, records, and accounts by the Authority and the Arizona Civil Rights Division for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(e) In the event of the Customer's noncompliance with this section or with any such rules, regulations or orders of the Arizona Civil Rights Division said noncompliance will be considered a material breach of the contract and this contract may be cancelled, terminated or suspended in whole or in part, and the Customer may be declared ineligible for future government contracts until said Customer has been found to be in compliance with this section and the rules and regulations of the Arizona Civil Rights Division contained in or adopted pursuant to Chapter 9 of Title 41 of the Arizona Revised Statutes or any amendments thereto, and such sanctions may be imposed and remedies invoked as provided in Part II of Executive Order 2009-9 and the rules and regulations of the Arizona Civil Rights Division contained in or adopted pursuant to Chapter 9 of Title 41 of the Arizona Revised Statutes or any amendments thereto.

SECTION 46. Restated Agreement

To the extent applicable, the Customer authorizes the Authority to execute the Restated Agreement on its behalf.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their proper officers, respectively, being thereunto duly authorized, and their respective corporate seals, if any, to be hereto affixed, as of the day, month and year first above written.

ARIZONA POWER AUTHORITY



Joe A. Albo
Chairman

Attest:



Heather J. Cole
Executive Secretary

CITY OF GLENDALE

Kevin R. Phelps, City Manager

Attest:

Julie K. Bower (SEAL)
City Clerk

Approved as to Form

Michael D. Bailey
City Attorney

DELIVERY CONDITIONS

1. This Exhibit A, under and as part of this Contract, shall become effective October 1, 2017, and shall remain in effect until superseded by another Exhibit A; as approved by the Authority and the Customer; provided that this Exhibit A or any superseding Exhibit A shall be terminated upon expiration of this Contract

2. **POINT OF DELIVERY:** The Authority shall make Hoover Capacity and Energy available to the Customer at the Mead 230kV Bus.

**ARIZONA POWER AUTHORITY
HOOVER CAPACITY AND
HOOVER ENERGY ALLOCATION**

1. **Capacity Allocation:** Hoover Capacity portion of Customer’s Allocation in Kilowatts (kW) at the Point of Delivery:

Hoover A Capacity (kW)	Hoover B Capacity (kW)	Hoover D Capacity (kW)	Total Capacity (kW)
		426	426

2. **Energy Allocation:** Hoover Energy in kilowatt hours (kWh) to be delivered or made available for delivery at the Point of Delivery:

Hoover A Energy (kWh)	Hoover B Energy (kWh)	Hoover D Energy (KWh)	Total Energy (kWh)
		930,050	930,050

ARIZONA POWER AUTHORITY
CAPACITY AND ENERGY SCHEDULE

The format of this Exhibit C is set forth as follows. The Authority will annually complete this Exhibit C with Customer's Entitlement, and will periodically revise Customer's Entitlement throughout the Contract Year.

1. **Capacity Entitlement:** Hoover Capacity portion of Customer's Entitlement in Kilowatts (kW) at the Point of Delivery shall be:

<u>Capacity Entitlement</u>			<u>Total at Point of Delivery (kW)</u>
<u>Hoover A Capacity (kW)</u>	<u>Hoover B Capacity (kW)</u>	<u>Hoover D Capacity (kW)</u>	

2. **Energy Entitlement:** Hoover Energy in kilowatt hours (kWh) to be delivered at the Point of Delivery for each month of the Contract Year shall be:

<u>Energy Entitlement</u>					<u>Total at Point of Delivery (kWh)</u>
<u>Winter Season</u>	<u>Hoover A Energy (kWh)</u>	<u>Hoover B Energy (kWh)</u>	<u>Hoover C Energy (kWh)</u>	<u>Hoover D Energy (kWh)</u>	
October					
November					
December					
January					
February					
Total Seasonal Entitlement:					

Energy Entitlement

<u>Summer</u> Season	Hoover A <u>Energy</u> (kWh)	Hoover B <u>Energy</u> (kWh)	Hoover C <u>Energy</u> (kWh)	Hoover D <u>Energy</u> (kWh)	Total at Point of Delivery (kWh)
March					
April					
May					
June					
July					
August					
September					
Total Seasonal Entitlement:					
 <u>TOTAL ANNUAL</u> <u>ENERGY</u> ENTITLEMENT (kWh):					

Exhibit D

Notices

This Exhibit D, under and as part of this Contract, shall become effective October 1, 2017, and shall remain in effect until superseded by another Exhibit D as approved by the Parties in accordance with Section 40 of this Contract, provided, however, that this Exhibit D or any superseding Exhibit D shall be terminated upon the expiration or earlier termination of the Contract.

For the purposes of this Contract, all notices and official communications from the Customer to the Authority will be addressed and sent to the Authority as follows:

ARIZONA POWER AUTHORITY
c/o Executive Director
1810 West Adams Street
Phoenix, Arizona 85007
E-mail: Contractnotices@powerauthority.org

For the purposes of this Contract, all notices and official communications from the Authority to the Customer will be addressed and sent to the Customer as follows:

Kevin R. Phelps, City Manager
City of Glendale
Water Services Department
7070 W. Northern Ave.
Glendale, AZ 85303



Legislation Description

File #: 16-423, Version: 1

RESOLUTION NO. 5153 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING THE GENERAL PLAN MAP OF THE CITY OF GLENDALE, ARIZONA, BY APPROVING GENERAL PLAN AMENDMENT GPA16-02 FOR PROPERTY LOCATED AT 8847 WEST GLENDALE AVENUE.

ORDINANCE NO. 3002 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REZONING PROPERTY LOCATED AT 8847 WEST GLENDALE AVENUE FROM A-1 (AGRICULTURAL), C-O (COMMERCIAL OFFICE), AND R1-6 (SINGLE FAMILY RESIDENCE) TO PAD (PLANNED AREA DEVELOPMENT) FOR A DEVELOPMENT PLAN ENTITLED "WESTGATE VILLAGE", AMENDING THE ZONING MAP; PROVIDING AN EFFECTIVE DATE; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE BE RECORDED.

Staff Contact: Jon M. Froke, AICP, Planning Director

Purpose and Recommended Action

These requests are for City Council to conduct a public hearing, waive reading beyond the title and adopt a resolution to approve a General Plan Amendment and adopt an ordinance to approve a Rezoning Application on approximately 19 acres for a development entitled Westgate Village.

Background

Earl, Curley & Lagarde P.C. in collaboration with Santé Partners and Holiday Retirement is representing various property owners to develop a mixed use development. The rectangular shaped parcels are located at the southeast corner of Glendale and 89th Avenues.

If the General Plan Amendment and Rezoning Application are granted, the applicant proposes to develop a project entitled "Westgate Village". The development would consist of approximately 175 residential units within a three story senior independent living facility with ancillary uses on approximately 5.9 acres. There is a potential for developing a single level medical and/or professional office building on approximately 2.8 acres. In addition, the applicant is proposing a single family residential subdivision comprising of 63 lots on approximately 11 acres.

The applicant is eager to start construction of the proposed senior independent living facility provided the requests are approved by City Council in conjunction with an approved design review application which was submitted concurrently with the General Plan and Rezoning applications.

Analysis

General Plan Amendment:

The proposed request to amend the land use designation from Medium Density Residential (3.5-5 du/ac) to Medium-High Density Residential (5-8 du/ac) on the southern half portion of the site and High Density Residential (20-30 du/ac) on the remainder northern eight acres is compatible with surrounding land use designations identified on the General Plan Map.

The proposal supports the General Plan goals to provide residential areas in close proximity to employment opportunities. The project will also provide a range of housing options to promote socio-economic balance, and foster a blending of single family and multi-family housing units based on market needs and potentially a development with vehicular and non-vehicular traffic circulation.

Rezoning:

The proposed land uses, site plan layout, proposed development standards and design concept are compatible with the surrounding area and will not be detrimental to the neighborhood.

The proposed Westgate Village PAD meets the intent of a mixed use development consisting of residential and nonresidential development options.

All applicable city departments have reviewed the applications and recommended approval of the applications, subject to stipulations.

Staff, through the recommendation of Planning Commission, recommends approval of GPA16-02 as written, and ZON16-01 subject to the following stipulations:

1. Development shall be in substantial conformance with the development plan outlined in the PAD document, date stamped July 22, 2016.
2. LED Streetlights shall be required on all streets and plans shall be submitted with construction drawings submittal.
3. Prior to vertical construction, dedication of right-of-way to provide a total half-street width of 40 feet along the northern 250 feet of 89th Avenue and a total half-street width of 35 feet until the curvature of the existing 89th Avenue connects. All half-street improvements adjacent to 89th Avenue including street lights, curb, gutter, and sidewalk shall be completed prior to issuance of a Certificate of Occupancy except for that portion of 89th Avenue which will be completed when the site to the west develops. An in-lieu payment will be made for the improvements between the residential site entrance and where the horizontal curve connects to the existing alignment south of the project.
4. All applicable city standards shall be applied to the related General Plan Amendment and Rezoning Application. Other applicable city standards will be analyzed and applied during the Design Review and Preliminary Plat application submittal and review.

Community Benefit/Public Involvement

The proposed development will provide additional housing options for Glendale residents while supporting businesses and the surrounding area.

Both cases were presented and unanimously recommended for approval by Planning Commission on August 4, 2016.

The applicant completed the required Citizen Participation Process by mailing notification letters to adjacent property owners and interested parties advising of a scheduled neighborhood meeting on May 11, 2016. In summary, five individuals attended the meeting and expressed an overall positive perspective for the project. Neither the applicant nor the Planning Division received any opposition regarding the requests.

A Notice of Public Hearing was published in *The Glendale Star* on August 25, 2016. Notification postcards of the public hearing were mailed to adjacent property owners and interested parties on August 26, 2016. The property was posted on August 25, 2016.

RESOLUTION NO. 5153 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING THE GENERAL PLAN MAP OF THE CITY OF GLENDALE, ARIZONA, BY APPROVING GENERAL PLAN AMENDMENT GPA16-02 FOR PROPERTY LOCATED AT 8847 WEST GLENDALE AVENUE.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the General Plan Map of the City of Glendale, Arizona is amended by approving General Plan Amendment GPA16-02 amending the General Plan Land Use Map from MDR 3.5-8 (Medium Density Residential) to MHDR 5-8 (Medium High Density Residential) and HDR 20-30 (High Density Residential) for property located at 8847 West Glendale Avenue.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this day of , 2016.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

ORDINANCE NO. 3002 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REZONING PROPERTY LOCATED AT 8847 WEST GLENDALE AVENUE FROM A-1 (AGRICULTURAL), C-O (COMMERCIAL OFFICE), AND R1-6 (SINGLE FAMILY RESIDENCE) TO PAD (PLANNED AREA DEVELOPMENT) FOR A DEVELOPMENT PLAN ENTITLED "WESTGATE VILLAGE", AMENDING THE ZONING MAP; PROVIDING AN EFFECTIVE DATE; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE BE RECORDED.

WHEREAS, the City of Glendale Planning Commission held a public hearing on August 4, 2016, in zoning case ZON16-01 in the manner prescribed by law for the purpose of rezoning property located at 8847 West Glendale Avenue from A-1 (Agricultural), C-O (Commercial Office), and R1-6 (Single Family Residence) to PAD (Planned Area Development); and

WHEREAS, due and proper notice of such public hearing was given in the time, form, substance and manner provided by law including publication of such notice in *The Glendale Star* on July 14, 2016; and

WHEREAS, the City has considered the individual property rights and personal liberties of the residents of the City before adopting this zoning ordinance; and

WHEREAS, the City of Glendale Planning Commission has recommended to the Mayor and the Council the zoning of property as previously described and the Mayor and the Council desire to accept such recommendation and rezone the property described on Exhibit A as PAD (Planned Area Development) in accordance with the Development Plan currently on file with the planning department as of the date of this ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That a parcel of land in Glendale, Maricopa County, Arizona located at 8847 West Glendale Avenue and more specifically described in Exhibit A to this ordinance, is conditionally rezoned from A-1 (Agricultural), C-O (Commercial Office) and R1-6 (Single Family Residence) to PAD (Planned Area Development).

SECTION 2. That the rezoning is conditioned and subject to the following:

1. Development will substantially conform to the development plan outlined in the PAD document, dated July 22, 2016.

2. LED Streetlights are required on all streets and plans will be submitted with the construction drawings.
3. Dedication of right-of-way to provide a total half-street width of 40 feet along the northern 250 feet of 89th Avenue and a total half-street width of 35 feet until 89th Avenue meets the curvature of the existing 90th Avenue. All such dedication will be made prior to the beginning of vertical construction. All half-street improvements adjacent to 90th Avenue including street lights, curbs, gutters, and sidewalks will be completed prior to issuance of a Certificate of Occupancy except for that portion of 90th Avenue which will be completed when the site to the west develops. An in-lieu payment will be made for the improvements (including but not limited to street lights, curbs gutters and sidewalks) between the residential site entrance and the location at which the horizontal curve connects to the existing alignment south of the project.
4. All applicable city standards are applied to the related General Plan Amendment and Rezoning Application. Other applicable city standards will be analyzed and applied during the Design Review and Preliminary Plat application submittal and review.

SECTION 3. The City of Glendale Zoning Map is amended to reflect the change in districts referred to and the property described in Section 1 above.

SECTION 4. This Ordinance becomes effective at the time and in the manner prescribed by law.

SECTION 5. The City Clerk is instructed and authorized to forward a certified copy of this ordinance for recording to the Maricopa County Recorder's Office.

[Signatures on the following page.]

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of
Glendale, Maricopa County, Arizona, this day of , 2016.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager
o_plan_zon16-01.doc

EXHIBIT A
Westgate Village
Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1: (102-02-007C, 007D)

THE WEST SEVEN ACRES OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE NORTH 168 FEET OF THE EAST 120 FEET THEREOF.

PARCEL NO. 2: (102-02-007B)

THE NORTH 168 FEET OF THE EAST 120 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THE WEST SEVEN ACRES OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

PARCEL NO. 3: (102-02-004A)

THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE WEST SEVEN ACRES AND

EXCEPT THE SOUTH 422 FEET.

PARCEL NO. 4: (102-02-004B)

THE SOUTH 422 FEET OF THE FOLLOWING DESCRIBED PROPERTY;

THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE WEST SEVEN ACRES.

PARCEL NO. 5: (102-02-008)

THE EAST HALF OF THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

PARCEL NO. 6: (102-02-009)

THE WEST HALF OF THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

EXCEPT THE NORTH 55 FEET FOR ROADWAY.

APN: 102-02-004A, 102-02-004B, 102-02-007B, 102-02-007C, 102-02-007D, 102-02-008, AND
102-02-009



Planning Staff Report

DATE: August 4, 2016

TO: Planning Commission

**FROM/
PRESENTED BY:** Tabitha Perry, Assistant Planning Director

SUBJECT: **GENERAL PLAN AMENDMENT (GPA) GPA16-02 AND REZONING (ZON) APPLICATION ZON16-01: WESTGATE VILLAGE – 8847 WEST GLENDALE AVENUE**

REQUESTS: Amend the General Plan land use designation on approximately 19 acres from Medium Density Residential (3.5 to 5 du/ac) to Medium High Density Residential (5 to 8 du/ac) and High Density Residential (20 to 30 du/ac).

Rezone 19.81 acres from A-1 (Agricultural), C-O (Commercial Office), and R1-6 (Single Family Residence) to PAD (Planned Area Development).

APPLICANT/OWNER: Earl, Curley, & Lagarde, P.C./Various Owners.

REQUIRED ACTION: The Planning Commission must conduct a public hearing and determine if these requests are in the best long-term interest of the neighborhood and consistent with the General Plan.

RECOMMENDATION: The Planning Commission should recommend approval of GPA16-02, as written, and ZON16-01, subject to the stipulations contained in the staff report.

PROPOSED MOTION: Move to recommend approval of GPA16-02, as written, and ZON16-01, subject to the stipulations contained in the staff report.

COMMISSION ACTION: Motion made by Commissioner Hirsch to recommend APPROVAL of GPA16-02. Motion seconded by Vice Chairperson Dobbelaere. The Motion was APPROVED with a vote of 7 to 0.

Motion made by Vice Chairperson Dobbelaere to recommend APPROVAL ZON16-01 subject to the stipulations contained in the staff report with a revision to stipulation #3. Motion seconded by Commissioner Harper. The Motion was APPROVED with a vote of 7 to 0.

SUMMARY: The proposed development would allow for a master planned development titled “Westgate Village”. The development would be comprised of a mixed-use project with such land uses as a senior independent living facility and a single family residential subdivision consisting of 63 lots.

DETAILS OF REQUEST:

Property Location and Size:

The 19.81 acre property is an assemblage of seven parcels located at the southeast corner of 89th and Glendale Avenues.

Design Review:

Design review approval will be required prior to construction of any portion of the proposed site. A Design Review Application (DR16-06) is currently under review for Westgate Village Independent Senior Living Facility and is subject to GPA16-02 and ZON16-01 approval.

Project Details:

The property is currently designated in the General Plan as Medium Density Residential, 3.5 to 5 dwelling units per acre. The request to amend the land use designation to Medium-High Density Residential, 5 to 8 dwelling units per acre and High Density Residential, 20 to 30 dwelling units per acre. A concurrent rezoning request has been submitted to rezone the 19.81 site from A-1 (Agricultural), C-O (Commercial Office), and R1-6 (Single Family Residence) to PAD (Planned Area Development).

If the General Plan Amendment and Rezoning applications are granted, the applicant proposes a mixed-use development titled “Westgate Village”. Conceptually, the proposed development will consist of three areas in with the development:

Area A is depicted as approximately 5.97 acres located on the northwest corner of the property adjacent to 89th and Glendale Avenues. The proposed development is for a 3-story multiple residence senior independent living facility with a maximum approximate total of 175 units specifically designed to meet the needs of residents desiring an active lifestyle.

Area B is identified as approximately 2.75 acres fronting onto Glendale Avenue. The primary emphasis is for expansion of the senior independent living community with smaller scale senior living units with reduces a height and density, such as senior cluster homes, senior cottages or senior townhomes. An alternative appropriate land use could be a small scale single level professional office development.

To accommodate an active lifestyle the proposal provides amenities, such as bistro, salon/barber shop, outdoor pool, fountain(s), library/reading areas and courtyard gardening to be utilized by the senior residents which will be located on the interior and exterior of the main 3-story building.

Area C is presented to be developed with 63 detached single-family homes on an approximately 11.08 acre parcel, at a density of 5.8 units per acre. The entrance will be located on 89th Avenue. Development standards for the proposal will consist of a minimum lot size of 4,000 square feet, maximum lot coverage at 55%, and a minimum active open space of 17.5%, in addition to other development standards outlined in the proposed PAD Booklet.

CERTIFICATE OF ADEQUATE SCHOOL FACILITIES:

The applicant has spoken with a representative for the Pendergast Elementary School District and the Tolleson Union High School District to ensure that there are adequate elementary and high school facilities in the respective school district. In accordance with Section 3.812 (Adequate School Facilities) of the Zoning Ordinance, the applicant has provided city staff with a copy of the required Certificate for Adequate School Facilities signed by a representative for the Pendergast Elementary School District and the Tolleson Union High School District.

CITIZEN PARTICIPATION TO DATE:

Applicant's Citizen Participation Process:

On April 25, 2016, the applicant mailed notification letters to adjacent property owners and interested parties inviting them to a neighborhood meeting held on May 11, 2016. Excluding city staff and applicant/developers, five individuals attended the meeting and expressed an overall positive perspective for the project. General questions were answered and no concerns were expressed. The applicant's Citizen Participation Final Report is attached.

Planning Commission Public Hearing:

A Notice of Public Hearing was published in *The Glendale Star* on July 14, 2016. Notification postcards of the public hearing were mailed to adjacent property owners and interested parties on July 15, 2016. The property was posted on July 15, 2016.

STAFF FINDINGS AND ANALYSIS:

General Plan Amendment

Findings:

- The amendment is consistent with the policies and objectives of the rest of the General Plan; and
- The proposed amendment furthers the public health, safety and general welfare of the citizens of Glendale.

Analysis:

- Amendment to the land use designation from Medium Density Residential, 3.5 to 5.0 du/ac to Medium-High Density Residential, 5 to 8 du/ac and High Density Residential, 20 to 30 du/ac will be compatible with the general area.
- The senior living facility proposed for Area A, various land use options for Area B, and the minimum lot dimensions for the subdivision lots identified in Area C provide for an

integral development. The proposed Medium to Medium-High Density is in response to an increase in local demand by empty nesters, singles, and those starting families.

- This request to amend the General Plan is consistent with Land Use Goal 1 - Relate residential areas with work places, of the Land Use Element of the General Plan by creating additional residents to support nearby existing commercial development, and offering a variety of housing opportunities.
- The requested General Plan Amendment is consistent with Goal 2 - Provide the citizens of Glendale choices from a wide variety of housing types, of the Housing Element of the General Plan. The project provides a range of housing unit diversity to promote socio-economic balance, foster a blending of single family and multi-family housing units based on market needs and potentially a development with vehicular and non-vehicular traffic circulation.

Rezoning

Findings:

- The amendment is consistent with the policies and objectives of the Glendale General Plan;
- The proposed amendment furthers the public health, safety and general welfare of the citizens of Glendale; and
- If the amendment is to the official Zoning Map, the proposed change will include any conditions necessary to mitigate any adverse impacts on the businesses, person, or properties adjacent to the requested amendment.
- A finding is made that there are adequate school facilities, if the amendment is to the Official Zoning Map, and if Section 3.812 (Adequate School Facilities) is applicable.

Analysis:

- The applicant's proposed land uses, site plan, and design concept are compatible with the surrounding area. The site is near existing single family residential subdivisions and vacant land zoned for residential and commercial development in the future.
- Appropriate development standards have been proposed to develop with variations in lot arrangement, circulation patterns, and landscaping patterns to correlate with existing development.
- Rezoning the property to PAD, as proposed, would support community needs for diversity in housing options and additional pedestrian support to the surrounding businesses.
- The proposed Westgate Village PAD meets the intent of a mixed use development consisting of residential and nonresidential development options.
- Representatives from the appropriate school districts have confirmed adequate school facilities to accommodate the proposed 63 lot subdivision.
- All applicable city departments have reviewed the application and recommend approval, subject to stipulations.

RECOMMENDATION:

General Plan Amendment

The Planning Commission should recommend approval of GPA16-02.

Rezoning

The Planning Commission should recommend approval of ZON16-01, subject to the following stipulations:

1. Development shall be in substantial conformance with the development plan outlined in the PAD document, date stamped July 22, 2016.
2. LED Streetlights shall be required on all streets and plans shall be submitted with construction drawings submittal.
3. Completion of 89th Avenue with curb, gutter, and sidewalk is required to provide connectivity to the south.
4. All applicable city standards shall be applied to the related General Plan Amendment and Rezoning Application. Other applicable city standards will be analyzed and applied during Design Review and Preliminary Plat application submittal and review.

ATTACHMENTS:

1. Applicant's Westgate Village PAD Booklet, date stamped July 22, 2016.
2. Citizen Participation Final Report (without mailing labels), dated July 8, 2016.
3. Certification of Adequate School Facilities.
4. Vicinity General Plan Map.
5. Vicinity Rezoning Map.
6. Aerial Photograph for Rezoning, dated October 2014.

PROJECT MANAGER:

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REVIEWED BY:



Planning Director



Development Services Director

TP/df

Westgate Village

8847 West Glendale Avenue, Glendale, Arizona

A PLANNED AREA DEVELOPMENT
Southeast corner of Glendale Avenue and 89th Avenue
Case Nos.: GPA16-02 and ZON16-01
Land Use and Development Standards

Submitted to the City of Glendale

Submitted: March 9, 2016

Resubmitted: June 1, 2016

Planning Commission Public Hearing: August 4, 2016

City Council Hearing: September 13, 2016

Prepared by:

EC&L

EARL, CURLEY & LAGARDE, P.C.

ATTORNEYS AT LAW

A Planned Area Development (PAD) is intended to be a stand-alone document of zoning regulations for a particular project. Provisions not specifically regulated by the PAD are governed by the zoning ordinance. A PAD may include substantial background information to help illustrate the intent of the development. The purpose and intent statements are not requirements that will be enforced by the City. The PAD only modifies zoning ordinance regulations and does not modify other City Codes or requirements.



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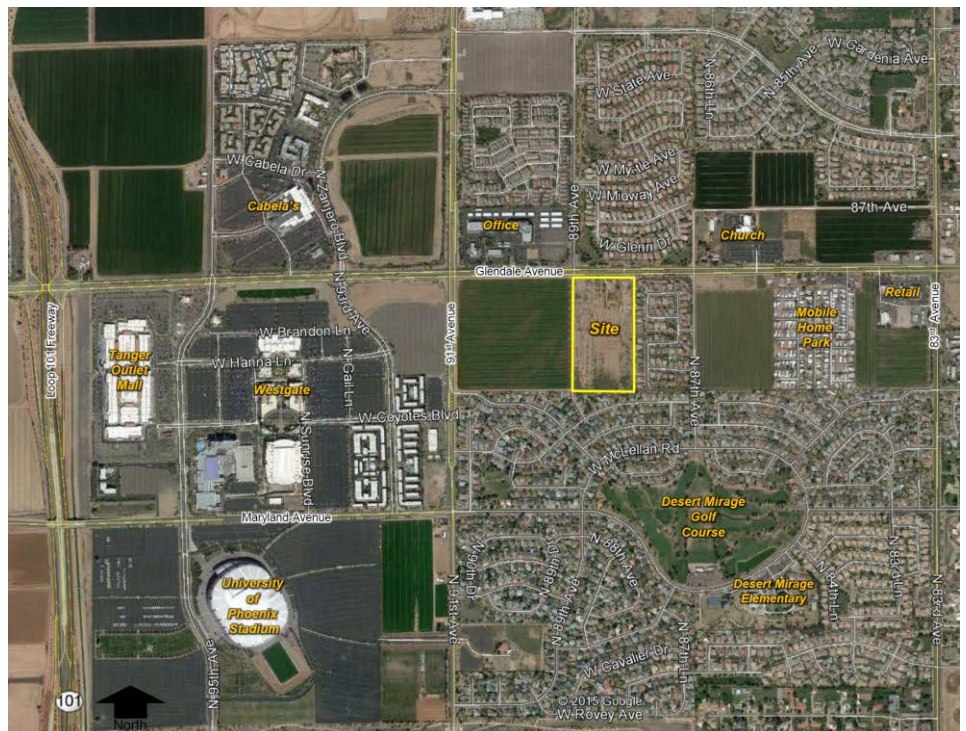
A. EXECUTIVE SUMMARY

Santé Partners (“Santé”) is collaborating with Holiday Retirement (“Holiday”) and the property owners to develop the approximately 19.81 acre property located at the southeast corner of Glendale Avenue and 89th Avenue.

The purpose of the proposed PAD is to create specific standards to guide the development of the subject property so that it fits seamlessly within the surrounding area. This request is an assemblage of several properties that have been vacant (with the exception of one old and dilapidated house). Records show that this house was built in 1957 and has been in severely deteriorated condition for many years. The overall property is rectangular in shape and generally bounded by Glendale Avenue on the north, 89th Avenue (alignment) on the west, an existing single-family residential project on the east and a single-family residential neighborhood on the south. The rectangular shaped property enjoys approximately 633-feet of Glendale Avenue frontage in the western portion of Glendale.

Two requests are being filed concurrently with this PAD to allow the northern portion of the property to be developed with a Senior Independent Living community and/or Office, with a neighborhood of single family homes on the southern portion in a cohesive setting. The first request seeks a Minor General Plan Amendment (“GPA”) to change the existing Medium Density Residential (3.5 to 5.0 du/ac) land use designation to Medium-High Density Residential (5 - 8 du/ac) and High Density Residential (20 – 30 du/ac). The second companion request seeks to rezone the approximate 19.81 acre property from the current A-1 (“Agricultural”), C-0 (“Commercial Office”) and R1-6 (“Single Family Residence”) to Planned Area Development (“PAD”) to allow for the development of a master planned development which implements the City’s vision for new residential development along the Glendale Avenue corridor. The resulting project will be called **Westgate Village**.

There has been tremendous growth in the West Valley along the Loop 101 Freeway corridor and near the Westgate Entertainment Center. The area has evolved from mostly suburban neighborhoods with corresponding suburban



style retail centers and employers to a dynamic area featuring several professional sports and entertainment venues and the regional commercial and employment uses along the Loop101 Freeway, including: University of Phoenix Stadium, Jobing.com Arena, the new spring training ballpark for the Los Angeles Dodgers and Chicago White Sox teams, near 107th Avenue and Camelback and the major retail/entertainment venues in Westgate Center.

This uniquely situated property enjoys direct access to an arterial street (Glendale Avenue) and nearby access to the Loop 101 Freeway. This master plan capitalizes on its proximity to Westgate entertainment center, nearby Tanger Outlet Mall, shopping and nearby restaurants. The **Westgate Village** PAD is focused on a senior independent living community with office and single family residential components, within three development sectors, identified as Areas A, B, and C. The overall master plan shows Area A as a +/- 5.97 acre senior independent living parcel located at the northwest corner of the property adjacent to Glendale Avenue and 89th Avenue; Area B is a +/- 2.75 acre parcel (between the senior independent living parcel and the existing residential on the east) which could be developed either as a small expansion of the senior independent living community, to be developed either with senior townhomes, senior cluster homes, senior courtyard homes, senior cottages, or small scale office uses; The flexible land use approach for Area B is necessary to allow the **Westgate Village** project to expand their senior independent living community with another senior housing product based on demand. There could also be a need for small scale offices that related back to or compliment the independent living use. Finally, Area C is a +/- 11.08 acre parcel located on the southern portion of the master plan that is being designated for single family residential. The intent of this parcel is to create a high quality single family detached residential development with its own open space and entry and to act as a transition to the existing residential homes to the east and south.

The proposed building architecture and open space areas will provide a distinct, up-scale living environment for the residents of this community. The design, use of various materials and architectural focal points will emphasize the project's unique theme. All of the architectural elements will tie together to provide a strong identity for the site that compliments the surrounding properties as well as creating an inviting atmosphere for both residents and guests. This well-conceived infill concept offers to add to the diverse housing types in this growth area of the Glendale.

It is the Glendale Avenue frontage and the nearby entertainment core to the west of the subject site that creates an exciting opportunity for this new mixed-use development, with the components described above on an infill site of exceptional quality, character and iconic identification that will support nearby retail and restaurant venues as well as add to the social and employment fabric of western Glendale.

B. PURPOSE and INTENT

1. Regulatory Provisions

The **Westgate Village** PAD has been prepared pursuant to Section 5.900 of the Zoning Ordinance of the City of Glendale in order to establish the regulatory framework for this mixed-use development. This PAD is intended to be a stand-alone document comprised of zoning regulations, including permitted uses, development standards and design guidelines for the entire 19.81 acre project located at the southeast corner of Glendale Avenue and 89th Avenue. The PAD includes substantial background information to illustrate the intent of the development. All images including the three component site plan are conceptual representations of the character and quality of the development. Plans and documents with specific designs will be processed through the City of Glendale Design Review process in accordance with Section 3.600 of the City of Glendale Zoning Ordinance. Provisions not specifically regulated by the **Westgate Village** PAD are governed by the City's zoning ordinance. This PAD only modifies zoning ordinance regulations and does not modify other City Codes or requirements.

2. Zoning Ordinance Applicability

Unless a use or standard for development is specifically re-stated herein, the Zoning Ordinance of the City of Glendale, Arizona as adopted and periodically amended, is applicable to the **Westgate Village** PAD. It is the intent of this PAD to establish the limited permitted uses, development standards and amended provisions that will govern this development. In the event of a conflict between a use, a development standard, or described development procedure between the City of Glendale Zoning Ordinance and the PAD, the PAD shall govern. Similarly, where the PAD narrative is silent on a requirement, the applicable Zoning Ordinance provisions shall control.

C. LOCATION, SITE and CONDITIONS

1. Location, Site, and Surrounding Context

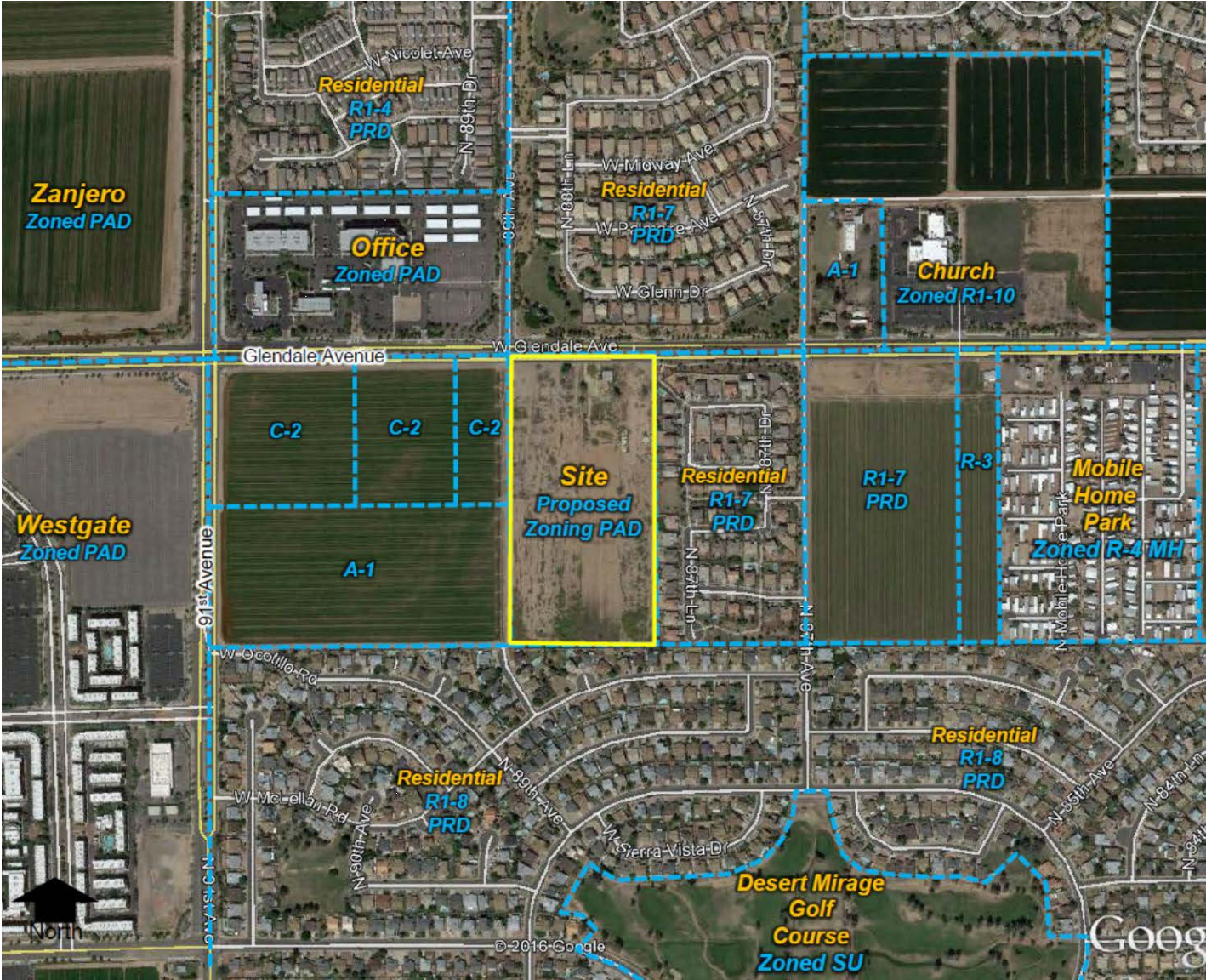
The approximately 19.81 acres subject property is an assemblage of seven parcels located at the southeast corner of Glendale Avenue and 89th Avenue. The site enjoys exceptional regional access due to its strategic location on Glendale Avenue approximately 1 mile east of the Loop 101 Freeway. This master plan capitalizes on its proximity to Westgate entertainment center, nearby Tanger Outlet Mall, shopping, offices, major sport venues and restaurants. The property is situated in an area of the City which includes a wide spectrum of commercial retail uses, office buildings up to three stories, restaurants, and 1-2 story residential homes.

The property is rectangular in shape and generally bounded by Glendale Avenue on the north, 89th Avenue (alignment) on the west, an existing single-family residential project on the east and an existing single-family residential project on the south. The rectangular shaped property enjoys approximately 633-feet of Glendale Avenue frontage. Glendale is fully improved with pavement, curb and gutter, asphalt sidewalk and street lights. 89th Avenue does not yet exist. With the exception of an old dilapidated home located near Glendale Avenue, the subject site is vacant and undeveloped. Records show that this home was built in 1957 and has since deteriorated to its current condition that is no longer viable.

The existing land uses and General Plan Land Use Designations for the properties surrounding the subject site are as follows:

Surrounding Land Uses, General Plan designation and Zoning			
	Land Use	General Plan	Zoning
On site	Vacant undeveloped with 1 existing older depilated home.	3.5 – 5 Medium Density Residential.	C-O, R1-6 and A-1
North	Beyond Glendale Avenue, is a landscape tract - part of Rovey Farms single family residential subdivision.	2.5 - 3.5 Medium Density Residential.	R1-7 PRD
South	West Plaza single family residential subdivision. Records show these homes were built in the early 1990's.	3.5 – 5 Medium Density Residential.	R1-8 PRD
East	Boardwalk Place single family residential subdivision.	3.5 – 5 Medium Density Residential.	R1-7 PRD
West	Vacant undeveloped land.	PC and 3.5 – 5 (Planned Commercial and Medium Density Residential).	A-1 and C-2

The pattern of development between 83rd Avenue and the Loop101 on Glendale Avenue consists of a vacant undeveloped land, a mixture of commercial uses, mobile home park, churches, bars, restaurants, 1 to 3 story offices, residential subdivisions, Westgate entertainment district and Cabella's.



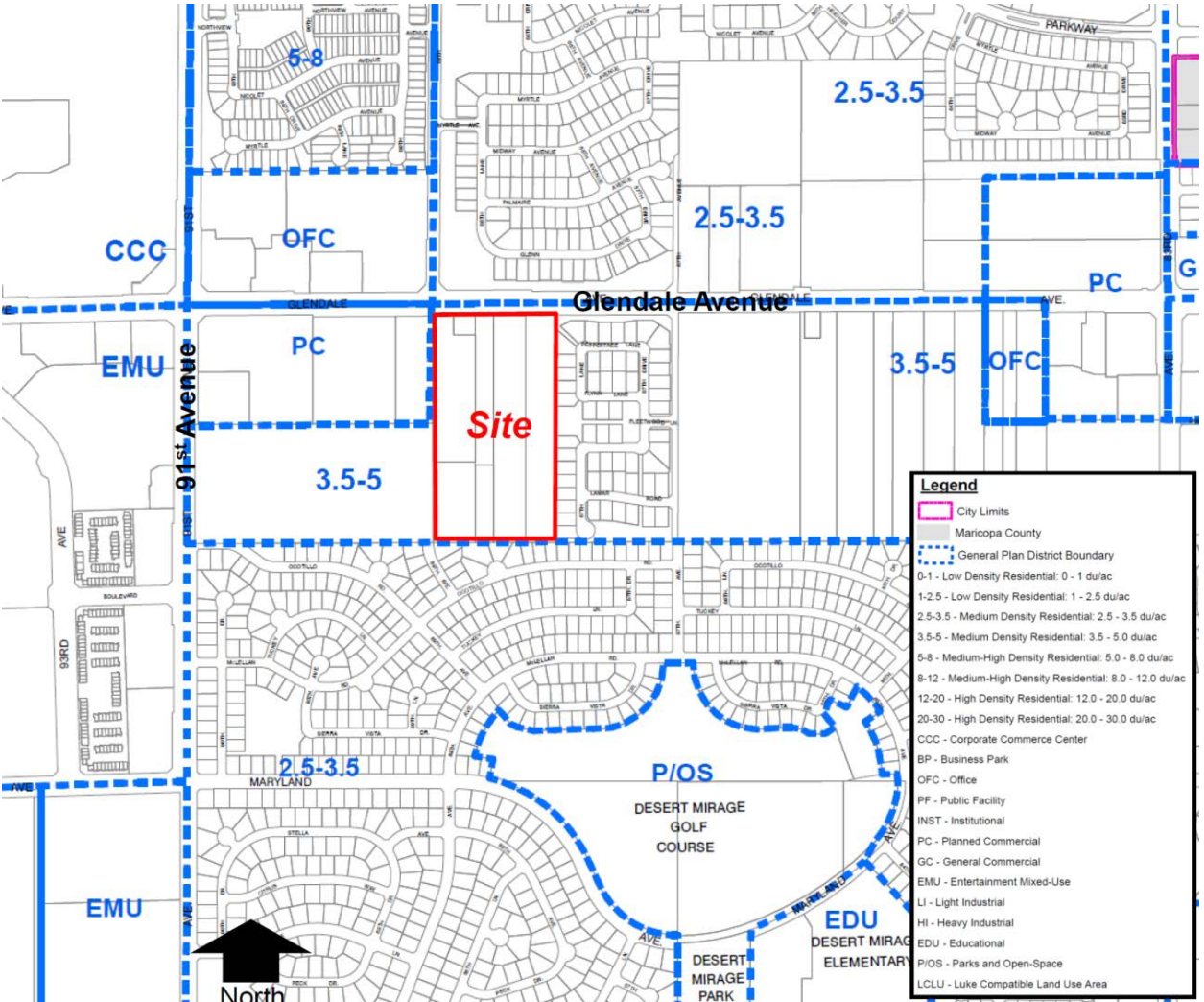
Surrounding uses and zoning

2. Topography and Natural Features

The existing property topography is relatively flat with a slight slope from the northeast to southwest and with no natural features.

D. MINOR GENERAL PLAN AMENDMENT REQUEST

As previously mentioned, two requests are being filed concurrently. The first request is for a Minor General Plan Amendment (“GPA”) which seeks to change the existing Medium Density Residential (3.5 - 5.0 du/ac) land use designation on the entire approximate 19.81 acre property to approximately 11 acres of Medium-High Density Residential (5 - 8 du/ac) on the southern 1/2 portion of the property and High Density Residential (20 – 30 du/ac) on the remainder northern 8 acres of the property. The high density designation is necessary to accommodate the senior independent living community being proposed.



Existing General Plan and Subject Site

Again, the intent of the Minor General Plan Amendment (under separate filing) and this companion rezoning is to allow this property the ability to bring together an senior independent living community (under the multi-family residential designation), and/or a small scale office element with a new single-family residential neighborhood of homes in a cohesively planned setting. This unique location, with close proximity to a wide

variety of shopping and entertainment venues, is uniquely and appropriately situated to attract new home buyers who desire a smaller lot lifestyle, ease of reduced yard maintenance, with close proximity to area amenities such as those found in Westgate, together with a senior independent living community that is demographically appropriate in this part of Glendale.

The intent of the General Plan Amendment is to provide a compatible land use designation of Medium-High Density Residential (5 - 8 du/ac) on the southern 1/2 portion of the property and High Density Residential (20 – 30 du/ac) for the senior living facility on the northern 8 acres of the property to allow the implementation of the companion rezoning case. These categories are the best categories to enable the uses described above.

The proposed amendment will be compatible with the existing Westgate Development to the west, future commercial to the immediate west and is compatible with the approved surrounding approvals. Additionally, the sites proximity to Glendale Avenue, 91st Avenue, Maryland Avenue and the adjacent freeway makes the proposed land use designations a more consistent and compatible land use for the area. Furthermore, the Medium-High Density Residential (5 - 8 du/ac) designation on the southern 1/2 portion acts as an appropriate transition between the adjacent arterial street and planned commercial land uses on the south side of Glendale Avenue. The proposed Medium-High Density Residential (5 - 8 du/ac) on the southern 1/2 portion of the property and High Density Residential (20 – 30 du/ac) on the remainder northern 8 acres of the property designation is an ideal transitional use in this area between the inevitable commercial uses on the corner of 91st Avenue and Glendale, and the single family neighborhoods to the east and south, a practical and useful land use solution to a vacant site, and replacement to the dilapidated vacant home.

As proposed, the Medium-High Density Residential (5 - 8 du/ac) designation on the southern 1/2 portion of the property for single family residential and High Density Residential (20 – 30 du/ac) designation for the senior independent living community on the north 1/2 portion of the property, helps create additional employment and housing opportunities for the area residents. The new expendable income from the increased population generated by single family and senior independent living community should translates into additional retail sales tax when residents shop and dine at local businesses. There is a tax base and economic benefit derived by this amendment.

The proposed amendments will better meet the Goals and Objectives set forth in the General Plan. The General Plan Goals being met are as follows:

- **Land Use Goal 1 – Relate residential areas with work places.**

The site enjoys exceptional regional access due to its strategic location approximately 1 mile east of the Loop 101 Freeway. This master plan capitalizes on its proximity to Westgate entertainment center, nearby Tanger Outlet Mall, shopping, offices and nearby restaurants. The new residents will benefit from the nearby Loop 101 Freeway and the City's Park and Ride on 99th Avenue which provides regional

access to valley wide employment areas. The City's Park-n-Ride facility provides these future residents an alternative to driving by using the transit system already in place **Westgate Village** is a project which provides the opportunity for single family ownership, high quality senior rental housing and/or office options in this part of the City.

- **Land Use Goal 2 – Promote sound growth management methods.**

This minor amendment and the companion rezoning request will allow for both single family and senior independent living developments which will bring new residents to support the nearby existing and planned commercial and entertainment venues. Senior independent living uses also result in a significant reduction of vehicle trips that might otherwise exist with virtually any other use, whether residential, commercial or employment. This proposal will improve the east half of 89th Avenue and complete the unfinished Glendale Avenue street improvements. These improvements will help complete the City street system, which in turn benefits Glendale residents. The development standards attached to this PAD request will also help promote sound growth and compatibility with the surrounding area.

- **Land Use Goal 3 – Create transition and buffer areas.**

This amendment and the companion rezoning request will establish land uses that will be designed to be compatible with the existing surrounding planned commercial, single family, and mix of use land uses along Glendale Avenue. This amendment creates a transition from the planned commercial at the arterial southeast corner at 91st Avenue and Glendale Avenue to the existing neighbors to the east and south. When the site is developed the buildings and new subdivision will help provide a noise buffer for these adjacent developments. The proposed applications will allow the ability for new development, which is consistent with the surrounding area and can provide jobs, housing, senior independent living and open space.

- **Land Use Goal 4 – Ensure compatibility between land uses and transportation.**

The proposed Minor General Plan Amendment and companion PAD zoning request at this location is compatible with the existing and emerging development in the immediate area that includes an existing Westgate City Center (a mixed use entertainment, retail, office and residential development), planned commercial immediately to the west of the site, office to the northwest and the existing residential to the north, south and east. In this setting, the minor amendment to the General Plan to allow a single family on the south half of the property and senior independent living and a potential small scale office on the north half of the property is a logical land transitional use adjacent to arterial street frontage. And as earlier noted, the predominant land use being proposed, the senior living community will vastly reduce traffic impacts on the adjacent streets more than any other use and these senior residents use alternative modes of transportation, such as van pool and buses.

- **Circulation Goal 7 – Integrate land use and transportation.**

The proposed land uses are a good land use solution. Many successful multi-family sites are those located at the intersection of major transportation routes; such as, arterial streets or near freeway interchange. As mentioned, the site is strategically located along a major arterial street, Glendale Avenue, which provides access to shopping and downtown Glendale. Additionally, the City's Park and Ride is located at 99th Avenue and Glendale which will provide residents an alternative mode of transportation.

- **Redevelopment Goal 2 – Consider infill development a top priority.**

The change in land use designations at this location is an overall improvement to the existing land use map because it provides a quality senior independent living/multi-family opportunity and another single family residential opportunity that will help support the nearby retail, hotel, and/or Westgate entertainment and future planned commercial along Glendale Avenue. This site has been vacant for decades and this new development (on an infill lot) will help to spur new development along Glendale Avenue and this area of the City. This amendment also constitutes an overall improvement to the Plan, because it provides transitional uses and densities to the existing residential and also provides new employment opportunities for this infill site.

The proposed amendment achieves each of these Goals while improving the land use mix in the area. As stated previously, the site is an ideal location for senior independent living, office, and/or single-family residential development due to parcel size, its proximity to the nearby freeway and area commercial services as well as access to Glendale Avenue. This development will provide a logical land use for this small, underutilized parcel.

Based upon the analysis provided above, we believe the proposed minor amendment is consistent with the overall intent and goals of the General Plan and will be beneficial to the surrounding area. The proposed amendment will not adversely impact any portion of the planning area. In fact, it will do the opposite. It will provide an excellent land use elements to appropriately buffer existing neighborhood and add to the overall mix of housing. In addition, these new residents will support local businesses.

E. DEVELOPMENT PLAN

This PAD proposes a unique development, which includes a senior independent living community, small scale office and single family residential on 19 acres at the southeast corner of Glendale Avenue and 89th Avenue. The proposed development is compatible with surrounding development, but requires a minor amendment to the General Plan Land Use Map and rezoning. The General Plan Land Use Map currently designates the land as “3.5-5 (Medium Density Residential)”, which allows traditional single family residential.

Two companion requests are being filed concurrently. The requests are: 1) a Minor General Plan Amendment to amend the General Plan Land Use map from “3.5-5 MDR” to “Medium-High Density Residential MHDR” and “High Density Residential HDR.” The MHDR is for the proposed single family residential component and the HDR is for the senior independent living community; and 2) a companion rezoning from C-O, A-1, and R1-6 to PAD (“Planned Area Development”).

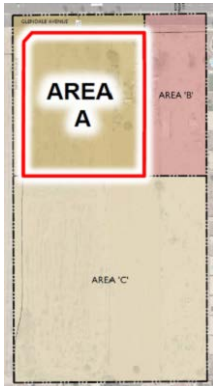
The **Westgate Village** PAD is an integrated plan with three distinct development components identified as Areas A, B, and C. The PAD option is intended to promote exceptional projects with excellence architectural design, innovative site planning, site amenities and overall positive community impact. This **Westgate Village** project will incorporate all of these features and enhance the character of the area by replacing the old dilapidated house with an exciting new mix of housing on Glendale Avenue for both new families and senior living. Each sector of the overall master plan is defined below.

District (PAD)	% of Land Area	Gross Area (Acres)
Area A	+/- 30%	5.97
Area B	+/- 14%	2.75
Area C	+/- 56%	11.08
Total	100%	19.81

Area A is the +/- 5.97 acre senior independent living parcel at the northwest corner of the property adjacent to 89th Avenue and Glendale Avenue. Area B is the +/- 2.75 acre parcel fronting onto Glendale Avenue (between the senior independent living parcel and the existing residential on the east). The focus of this parcel is to develop this piece as either a future expansion of the senior independent living community with senior townhomes, cluster homes, courtyard homes or senior cottages, or perhaps a small single level office. The flexible land use approach for Area B is necessary to keep the **Westgate Village** project competitive in a market place where users (namely the Independent Living user) may need to expand their range of independent living options for seniors based on demand. Or for example, there may be a need for small scale offices that can feed off of the independent living use. Finally, Area C is the +/- 11.08 acre parcel located on the southern portion of the master plan and is designated for single family residential. Area C is designed to accommodate only single family detached home products. The intent of this parcel is to create a single family residential neighborhood with high quality single family homes with its own open space amenities

and a neighborhood that serves as a seamless transition from the planned and existing commercial uses at the arterial corner of 91st and Glendale avenues to the existing residential homes to the east and south.

AREA A



Holiday Retirement, one of the largest senior living operators in the United States, and Santé, a seasoned senior housing and healthcare developer, are collaborating together to develop this new multiple residence senior independent living community. Under this partnership, Santé will be the developer and owner of the facility, and Holiday will be the manager and operator. Santé has a long history of building senior living communities at top quality with a full spectrum of amenities and services for their residents. The senior independent living community will be known as “**Westgate Village**”

The proposed site plan for the **Westgate Village** community has been carefully designed and will provide senior living up to an overall density of 30 dwelling units per acre, which is typical density for senior housing. Given the significantly lower occupancy per unit and resulting reduced impacts on public infrastructure and service demands as well as low traffic generation, the density requested will fit well into this setting and be a great neighbor. **Westgate Village** will provide high quality architectural design with an enhanced level of landscaping and streetscape treatments. As designed, this area provides a minimum of 40% open space. The proposed percentage of open space is 15% more than what is required by the Ordinance.

Westgate Village will serve the needs of seniors with a luxury level retirement lifestyle that will support nearby shopping and restaurant venues and yet also operate at a low level of activity compatible with surrounding developments. The main senior living building will offer a high level of resident services, including dining, library, transportation, housekeeping, laundry, exercise/wellness and activity programming. The proposed senior living community offers a homelike environment in which residents enjoy meals, social activities, housekeeping and other services. Resident units will be a variety of sizes with studio units, 1 bedroom and 2 bedroom units with a full bath for each bedroom. Each resident unit will have a living/dining space and full kitchen. If residents prefer they have the option to dine in the restaurant style dining room. The interior amenities for residents include: a bistro, home health office, salon/barber shop, restaurant style dining, private dining room, fitness gym, country store, card tables, pool tables, library/reading areas, meeting room, and convertible multi-purpose/event area. The community is staffed with chefs, cooks, and servers, an activities director, housekeepers, managers, and a maintenance engineer. In Addition, the building will be equipped with an alert system for assistance, Wi-Fi, and commercial laundry service to create a very comfortable residential community.

The project will consist of a 3-story multiple residence building, including approximately 110,378 gross square feet, landscaping, surface parking, and amenities. As designed, this building is placed near the northwest portion of the master plan adjacent to Glendale Avenue. The placement at this location provides generous setbacks and separation from existing residential to the east. The building is configured in a U-shape with a lushly landscaped perimeter and shaded exterior seating areas. The generously landscaped site will feature an outdoor pool, fountain, bistro and dining seating, shaded seating areas, and courtyard gardening. The **Westgate Village** senior living community's main entry from 89th Avenue has been enhanced with landscaping, a colored concrete driveway and a grand porte cochere entrance at the middle of the building. All of these project enhancements are exactly what is intended to be achieved with the use of the PAD district.

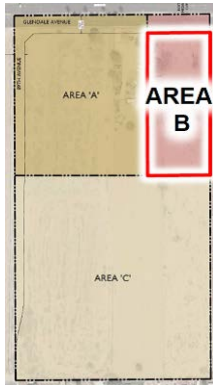
East of the main building the senior living facility will feature small scale senior cottage homes as a transition to the existing neighborhood to the east. There will be no detrimental impact on the neighborhood if this request is approved, rather a well-designed senior community on this vacant infill corner will provide a compatible residential transition from the activity of the arterial street traffic and office uses to the single-family residential neighborhoods to the south. **Westgate Village** will also add to the diversity of housing choices in Glendale and meet a growing need for variety in senior living, particularly for more affluent retirees. The **Westgate Village** community will provide up to a total of approximately 175 residential units specifically designed to meet the needs of senior residents looking for an active lifestyle.

Santé's and Holiday's experience has been that its residents are active, mobile seniors with expendable incomes who want activities, amenities and a sense of vitality in the areas in which they choose to live. As more active seniors, they are interested in ease of access to shopping, dining and entertainment activities. Although Holiday's communities offer a wide range of amenities on the property, **Westgate Village** residents do not want to be limited to on-site amenities and are interested in participating in an active community lifestyle. These engaged-in-life seniors want opportunities to experience activities in nearby commercial areas, including entertainment and sporting venues. Convenient access to a hospital and medical services is another element that appeals to residents. Transportation to such venues is often provided by use of multi-passenger vans provided by **Westgate Village**.

The proposed building architecture and open space areas will provide a distinct, up-scale living environment for the residents of this community. The use of various materials and both horizontal and vertical plane movement will emphasize the building's unique design both for the residents of the new community and also for the area residents when walking or driving past the development. All of the architectural elements will tie together to provide a strong identity for the site that compliments the surrounding properties as well as creating an inviting atmosphere for both residents and guests. The project provides a design that uses view corridors and architectural focal points to emphasize the interior residential amenities. This well-conceived infill concept offers to add to the diverse housing types in this growing area of the community.

The senior independent living community is an ideal use for this site at the intersection of 89th Avenue and Glendale Avenue. The configuration of this portion of the master plan and the resulting building layout provides a transitional buffer from 89th Avenue and Glendale Avenue to the existing single family residential to the east and south. Additionally, because of its low traffic generation, the senior living community reduces traffic on the adjacent streets, which could be far more impacted by the traffic generated by office uses or retail uses that could be a land use solution adjacent to a major arterial street. The proposed senior independent living community is appropriately located along an arterial street and near an area of the city identified for a mix of residential, retail, office and entertainment uses. The quiet, low impact senior independent living residential use will be a good neighbor at this location and fills a growing need in the community for senior housing offering a range of resident services.

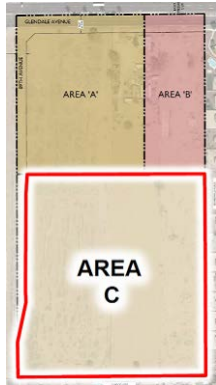
AREA B



Area B is a +/- 2.75 acre parcel fronting onto Glendale Avenue (between the senior independent living parcel and the existing residential on the east). The focus of this parcel is for expansion of the senior independent living community with smaller scale senior living units with reduced height and density, such as senior townhomes, cluster homes, courtyard homes or cottages. These uses would be allowed to share the interior and exterior amenities of the main building in Area A. They would have access to all of the amenities, such as the bistro, home health office, salon/barber shop, restaurant style dining, private dining room, fitness gym, country store, card tables, pool tables, library/reading areas, meeting room, convertible multi-purpose/event area, activities, housekeeping, commercial laundry, outdoor pool, fountain, and courtyard gardening.

As an alternative to additional senior living units, due to the small size of this parcel, this area could also develop as a small scale single level professional office development. The flexible land use approach for Area B is necessary to keep the **Westgate Village** project competitive in a market place where expansion capability is necessary to satisfy the growing demand. The alternative use for professional office could be space for dentist, doctors, chiropractor, vision or other small scale professional office users. Due to the proximity of the existing single family residential to the east, the height and density for this area will be reduced to single story and the building and landscape setbacks for this area have been increased to provide a smooth and seamless transition with the existing residential.

AREA C



The **Westgate Village** has a planned single family residential component designed around its own entrance, a loop street pattern with a large interior central open space/amenity area that acts as the project's main focal point, as well as generous landscaping down 89th Avenue. The **Westgate Village** proposes to change the zoning on these parcels to a single cohesive "PAD" Planned Area Development zoning district to allow for a fully integrated planned residential community. This residential community concept is proposed as an R1-4 with a PAD overlay request to develop up to 63 detached single-family homes on approximately 11.08-acre parcel, at a density of 5.8 units per acre.

Westgate Village offers future residents an intimate sense of community and opportunities to interact together as neighbors, via thoughtful community design, and home orientation to the central amenity. **Westgate Village** is an appropriate transition from the existing commercial uses north and west of the Site and will be compatible with the residential development south and east of the Site.

The Property is designed with emphasis on the simplicity of an internal loop road circulation design with one main entrance. **Westgate Village** is a proposed 63-lot residential development. The physical design of **Westgate Village** is dictated by the property's size and location. **Westgate Village** proposes a minimum lot area of 4,000 square feet, providing an overall project density of 5.8 du/ac. A continuous landscape strip is provided adjacent to 89th Avenue and along the south side of the entrance to the property on to the internal park to create a pleasant drive up and a sense of arrival to this community. **Westgate Village** is designed as a community with landscaped open space areas and amenities to provide residents with an appealing, active environment to play, relax, and socialize with each other. The layout and design of **Westgate Village** creates an attractive development that faces all lots on this property inward onto the property's internal loop street and open space.

Careful consideration has been taken into the design and layout of **Westgate Village** residential parcel to ensure compatibility with the adjacent residential communities. An existing block wall separates this Property from the adjacent uses to the south and east. The subdivision is designed with an internal street (50 foot wide right-of-way) inclusive of an approximately 4-foot wide landscape tract behind an attached sidewalk, with trees and shrubs, along the western boundary.

This home design is on a 40 by 100-foot lot layout with a 15-foot front yard from living area to the back of a sidewalk, 20-foot driveway between garage door face and back of sidewalk, two 5-foot side yards and a minimum 15-foot rear yard. The garage is located at the front of the home in a traditional design with the garage door slightly recessed. All homes have a covered entry, with some homes offering a small covered front porch.

The rooflines on homes are varied with a combination of hip, gable and gable end designs. All lots on along the east and south boundary are 105-feet deep.

Architecturally the five different house plans shared many common architectural elements. The design team has kept consistent with the existing architectural guidelines while designing these plans. The house plans emphasize entries with an inviting entry through the use of varying roof elements, porches, columns, pop-outs, and other architectural features. The plans utilized a variety of roof forms and ridgelines thus creating elevations that are structurally different. Each plan will have a minimum of four (4) distinct elevation styles – Spanish, Southern Italian, and Tuscan, and each offer four (4) distinct color schemes. The Tuscan elevation will feature stone elements. Additionally, three different garage door styles are being offered – each tied to a specific elevation style.

The single family development plan provides approximately 16.5 percent open space. The central open space, located off of the main entrance, incorporates a Ramada with BBQ grill and picnic table, tot-lot, pedestrian walkways, and a large turf area for active recreation. A series of active landscape open spaces and landscape walkways provide pedestrian connections between residential units and blocks and allow access to the central open space recreation area.

The **Westgate Village** residential community will be a very positive addition to this area by providing a single family development that is vibrant and compatible with the existing and new residential uses in the area while responding to the demand for the type of market housing demand offered by this community.

F. LIST OF USES

The following list of uses is intended to define authorized Permitted Uses, Uses Subject to Conditions, Uses Subject to Conditional Use Permit and Accessory Uses within each of the development sectors, Area A, Area B and Area C of the **Westgate Village PAD**. The Master Developer or any property owner within the **Westgate Village PAD** may request an interpretation of analogous use to the defined list below from the City of Glendale Planning Director. The Planning Director may administratively approve a use analogous to those listed below.

The following uses are allowed within each of the development sectors, **Area A**, **Area B** and **Area C** of the **Westgate Village**:

AREA A – Permitted Uses.

The intent of this sub area of the **Westgate Village** PAD is to accommodate the development of a “Senior Independent Living Community” and its ancillary uses on this property. This PAD zoning will allow this sub-area to be developed as a senior independent living community. This Senior Independent Living Community is a long-

term multiple residence building for senior citizens with a mix of studio, one-bedroom, and two-bedroom residences each including a kitchen and at least one full bathroom. The building also includes a variety of common gathering spaces including restaurant style dining options, fitness multipurpose, and recreational spaces. The building is staffed during business hours with administrative, kitchen, dining room, housekeeping and maintenance personnel. The Senior Independent Living Community will provide activities and other services such as transportation for routine social and medical appointments.

- A. Senior Independent Living Community.
- B. Congregate Care Facility.
- C. Assisted Living Facility.
- D. Single residence dwelling unit for on-site manager as an ancillary to principal use.
- E. Professional, medical or dental offices as an ancillary to principal use.
- F. Libraries and museums as an ancillary to principal use.
- G. Administrative offices (marketing, managers, activity coordinator etc.).
- H. Restaurant as an ancillary to principal use.
- I. Bistro as an ancillary to principal use.
- J. Coffee Shop as an ancillary to principal use.
- K. Formal, private and casual dining areas as an ancillary to principal use.
- L. Stadium seating theatre as an ancillary to principal use.
- M. Hair salon and barber shop as an ancillary to principal use.
- N. Health and fitness (workout facility with classes and spa area) as an ancillary to principal use.
- O. Spa as an ancillary to principal use.
- P. Home healthcare office as an ancillary to principal use.
- Q. Bank as an ancillary to principal use.
- R. Pharmacy as an ancillary to principal use.
- S. Gift shop and/or country store as an ancillary to principal use.
- T. Game Room/Arcade as an ancillary to principal use.
- U. Meeting Room as an ancillary to principal use.
- V. Communication center as an ancillary to principal use.
- W. Commercial Laundry as an ancillary to principal use.
- X. Churches as an ancillary to principal use.
- Y. Any similar related use as approved The Planning Director or his designee.

AREA A – Uses Subject to Conditions.

These uses subject to conditions shall comply with the City's specific conditions or requirements for administrative review.

- A. Public utility facilities required for local service, provided that there are no offices, maintenance facilities, outdoor storage, or full-time employees related to the site.

- B. Wireless communication facilities, subject to Sections 7.506 and 7.600 of the City of Glendale Zoning Ordinance.
 - 1. Building mounted antennas and roof top mounted antennas.
 - 2. Alternative tower structure mounted antennas which utilize existing light pole or electric utility pole. The related equipment shelter must be located on property developed for non-residential use or in public right-of-way subject to approval of City Engineer.

AREA A – Uses Subject to Conditional Use Permit.

These specific uses subject to a conditional use permit shall comply with the City's specific conditions or requirements for a Use Permit.

- A. Child care center.
- B. Veterinary offices with no boarding of animals.
- C. Freestanding Restaurant-full service.
- D. Freestanding Churches.
- E. Wireless communication facilities-new monopole or changes to existing tower subject to development standards in Table 3-A of the City of Glendale Zoning Ordinance.
- F. Wireless communication facilities-alternative design tower structure.
- G. Wireless communication facilities-alternative tower structure, otherwise not permitted under Section 7.506 of the City of Glendale Zoning Ordinance.
- H. Financial institutions with drive-through service.

AREA A – Accessory Uses.

Accessory uses are uses which are customary and incidental to the principal use of the property and shall comply with the City's specific conditions or requirements for accessory uses.

- A. Fences and walls. See Section 7.201 of the City of Glendale Zoning Ordinance.
- B. Garage or enclosed storage.
- C. Satellite earth station.
- D. Automatic teller machine.
- E. Amateur radio tower.

AREA B – Permitted Uses.

The intent of this sub-area of the *Westgate Village* PAD is to accommodate the development of a "Senior Independent Living Community" and its ancillary uses on this property. This PAD zoning will allow this sub-area to be developed as a senior independent living community. This Independent Living Community is a long-term residential building for elderly persons within which living and sleeping rooms, a common dining room, laundry services, and room cleaning are provided. The

Independent Living Community will provide these and other services such as transportation for routine social and medical appointments.

- A. Senior Independent Living Community.
- B. Residential, such as but not limited to, senior cluster housing, senior courtyard homes, senior single family casitas and/or senior cottage style homes.
- C. Congregate Care Facility.
- D. Assisted Living Facility.
- E. Single residence dwelling unit for on-site manager as an ancillary to principal use.
- F. Professional, medical or dental offices.
- G. Libraries and museums.
- H. Administrative offices (marketing, managers, activity coordinator etc.).
- I. Bistro as an ancillary to principal use.
- J. Coffee Shop as an ancillary to principal use.
- K. Formal and casual dining areas as an ancillary to principal use.
- L. Stadium seating theatre as an ancillary to principal use.
- M. Hair salon and barber shop as an ancillary to principal use.
- N. Health and fitness (workout facility with classes and spa area) as an ancillary to principal use.
- O. Spa as an ancillary to principal use.
- P. Home healthcare office as an ancillary to principal use.
- Q. Bank as an ancillary to principal use.
- R. Pharmacy as an ancillary to principal use.
- S. Gift shop as an ancillary to principal use.
- T. Game Room/Arcade as an ancillary to principal use.
- U. Communication center as an ancillary to principal use.
- V. Any similar related use as approved The Planning Director or his designee.

AREA B – Uses Subject to Conditions.

These uses subject to conditions shall comply with the City's specific conditions or requirements for administrative review.

- A. Public utility facilities required for local service, provided that there are no offices, maintenance facilities, outdoor storage, or full-time employees related to the site.
- B. Wireless communication facilities, subject to Sections 7.506 and 7.600 of the City of Glendale Zoning Ordinance.
 - 1. Building mounted antennas and roof top mounted antennas.
 - 2. Alternative tower structure mounted antennas which utilize existing light pole or electric utility pole. The related equipment shelter must be located on property developed for non-residential use or in public right-of-way subject to approval of City Engineer.

AREA B – Uses Subject to Conditional Use Permit.

These specific uses subject to a conditional use permit shall comply with the City’s specific conditions or requirements for a Use Permit.

- A. Child care center.
- B. Single residence dwelling occupied by owner or employee of business on the property.
- C. Veterinary offices with no boarding of animals.
- D. Restaurant-full service.
- E. Churches.
- F. Wireless communication facilities-new monopole or changes to existing tower subject to development standards in Table 3-A of the City of Glendale Zoning Ordinance.
- G. Wireless communication facilities-alternative design tower structure.
- H. Wireless communication facilities-alternative tower structure, otherwise not permitted under Section 7.506 of the City of Glendale Zoning Ordinance.
- I. Financial institutions with drive-through service.

AREA B - Accessory Uses.

Accessory uses are uses which are customary and incidental to the principal use of the property and shall comply with the City’s specific conditions or requirements for accessory uses.

- A. Fences and walls. See Section 7.201 of the City of Glendale Zoning Ordinance.
- B. Garage or enclosed storage.
- C. Satellite earth station.
- D. Automatic teller machine.
- E. Amateur radio tower.

AREA C - Permitted Uses.

- A. One (1) detached or attached single residence dwelling per lot.
- B. Public schools, parks, and playgrounds.

AREA C - Uses Subject to Conditions.

- A. Public utility facilities required for local service, provided that there are no offices, maintenance facilities, outdoor storage, or full-time employees related to the site.
- B. Adult Care Homes, Juvenile Group Homes and Group Homes for the disabled, subject to administrative review as described in Sections 7.501 and 7.502 of the City of Glendale Zoning Ordinance.
- C. Subdivision model home complexes, subject to administrative review as described in Sections 7.501 and 7.504 of the City of Glendale Zoning Ordinance.

- D. Temporary office or construction trailers, subject to administrative review as described in Sections 7.501 and 7.505 of the City of Glendale Zoning Ordinance.
- E. Home Occupations (Class I): See Section 7.304 of the City of Glendale Zoning Ordinance.
- F. Wireless communication facilities, subject to Sections 7.506 and 7.600 of the City of Glendale Zoning Ordinance.
 - 1. Building mounted antennas may locate on buildings used for non-residential uses including churches, schools, public buildings, and other institutional uses.
 - 2. Alternative structure mounted antennas which utilize existing light pole or electric utility pole. The related equipment shelter must be located on property developed for non-residential use or in public right-of-way subject to approval of City Engineer.

AREA C - Uses Subject to Conditional Use Permit.

- A. Home child care center.
- B. Churches, on property located at the intersection of two (2) collector streets or fronting or siding on an arterial street.
- C. Private schools, excluding dormitories, on property located at the intersection of two (2) collector streets or fronting or siding on an arterial street.
- D. Home Occupations (Class II): See Section 7.304 of the City of Glendale Zoning Ordinance.
- E. Subdivision model home complexes with off-site sales: See Section 7.504 of the City of Glendale Zoning Ordinance.

AREA C - Accessory Uses.

Uses which are customary and incidental to the principal use of the property. All accessory uses are subject to Section 7.300 of the City of Glendale Zoning Ordinance.

- A. Fences and walls. See Section 7.201 of the City of Glendale Zoning Ordinance.
- B. Garage or enclosed storage.
- C. Swimming pool.
- D. Satellite earth station.
- E. Amateur radio tower.
- F. Home Occupations (Class I): See Section 7.304 of the City of Glendale Zoning Ordinance.
- G. Yard sales, subject to Section 7.320 of the City of Glendale Zoning Ordinance.
- H. Household pets.

G. DEVELOPMENT STANDARDS

The intent of the Development Standards defined within the **Westgate Village PAD** is to promote the development of unique, mixed-use development that will provide compatibility with the surrounding environment and opportunities for a high quality mixed-use project with ancillary uses through common and compatible standards and design features.

Development Standards			
	Area A	Area B	Area C
Description	Multi-Family Residential	Multi-Family Residential or Office	Single-Family Residential
Minimum Lot Area	N/A	N/A	4,000 sf
Minimum Lot Width	N/A	N/A	40'
Minimum Lot Depth	N/A	N/A	Interior - 100' Perimeter – 106'
Maximum Floor Area Ratio (F.A.R.)	N/A	N/A	N/A
Maximum Density	30	20	6.0 du/ac
Minimum Open Space (1)	40%	25%	16.5% (active)
Minimum Private Individual Open Space Per Unit	55 sq. ft.	55 sq. ft.	N/A
Maximum Lot Coverage	50%	50%	55%
Building Setbacks			
Front	30' (Front shall be considered 89 th Avenue)	20' (2) (Front shall be considered Glendale Avenue)	15' to livable area 20' to face of garage door
Rear	0' (Rear shall be considered east property line)	20' (2) (Rear shall be considered south property line)	15' (Lots adjacent to the east and south Property Lines: 15' – 1 story 20' – 2 story)
Side	30' (Side shall be considered south property line)	25' (2) east property line 0' west property lines	5' (3)
Street Side	30' (Street side shall be considered Glendale Avenue)	20' (2)	5' with a 5' adjacent landscape tract (3)
Minimum Distance between buildings on Adjacent Lots	N/A	N/A	10'
Maximum Structure Height	48'	Residential - 30' (2) Office-24' (1 story)	30'
Perimeter Landscape Setbacks			
Glendale Avenue	20'	20'	N/A
89th Avenue	20'	N/A	15'
Adjacent to residential	N/A	15'	N/A

- (1) *Open Space is defined as: An area that is intended to provide light and air and is designed for either environmental, scenic, or recreational purposes. Open space includes, but is not limited to lawns, decorative planting, walkways, active and passive recreation areas, playgrounds, fountains, swimming pools, wooded areas, water courses, perimeter landscaping, plazas and rooftop amenities.*
- (2) *Setback increase 1 foot to 1 foot ratio for buildings over 25-feet.*
- (3) *Bay windows, roof overhangs, and entertainment centers may project 2' into the side yard for a horizontal distance not to exceed 10', except where contiguous to a driveway.*

The private open space requirement for individual units in multi-family district (such as Area A and Area B) is a minimum of 75 square feet. However, this guideline assumes a development is only meeting and maintaining the minimum open space requirements and does not take into consideration projects that provide larger interior and exterior common open space with enhanced amenities. This development merely seeks to shift a portion of the required individual private open space to a more useable common open space area. This shift of open space square footage area is not lost but rather being shifted to more useable common open space/landscape area within the proposed project. It is important to note that this request does not reduce the amount of open space required by the Code but merely shifts a portion of the private open space area to common open space/landscaping area to a more centralized open space/landscape area. Each of the proposed dwelling units will have private patio space of 55 square feet. This amount of private patio space is adequate space for outdoor furniture, without becoming large enough to accommodate unsightly resident storage. In lieu of the larger private outdoor space that typically become outside storage, the developer is merely shifting the private open space requirement for Area A and Area B to common interior amenities and/or open space to allow for larger and more useable areas. Furthermore, as mentioned, Area A is proposing a minimum of 40% open space which substantially exceeds the Ordinance requirement for common open space of 25%. This additional open space is beneficial to the community as a whole, and supports more resident interaction in the amenity areas.

H. DESIGN GUIDELINES

Due to the three unique components of this mixed-use senior independent living community, potential professional office and single family residential master plan, the design guidelines vary and therefore are identified by each development sectors, **Area A, Area B, and Area C.**

AREA A and AREA B

All buildings shall be designed with 4-sided architecture, to offer pleasing views and vistas both for tenants and adjacent neighbors. The street level of all buildings will be designed to create an inviting pedestrian experience and express the vitality of the project. The landscaping and pathways will aid in transitioning from buildings to pedestrian features and outside amenities. It’s critical that the design and layout of the project provide a comfortable and user friendly environment. Shade elements will be incorporated into the project.

The building architecture and open space areas will project a consistently pleasing and distinct living environment, building articulation, complimentary materials and colors, and pedestrian-scale elements. Many of the units face into the internalized pool and recreational amenities. The pool area provides a pleasing ambiance for the residential community. Tenants of the property will have use of the private bistro, home health, salon/barber shop, restaurant style dining, private dining room, fitness gym, country store, card tables, pool tables, library/reading areas, meeting room, convertible multi-purpose/event area, activities director, full-time housekeeping, commercial laundry, outdoor pool, fountain, and courtyard gardening. All of these amenities will be for the exclusive use of those renting at the property in either Area A or Area B. The exterior amenity area and pool area will be interior to the U-Shaped building, thus providing a private, unique, discreet space for apartment dwellers.

<p>Building Articulation</p>	<p>The visual impact of a building depends not only on its size, but also on the relationship between its height, length, articulation and width, including such features as prominent entries, windows, color and materials.</p> <p>As noted, articulation shall be required on all buildings facades with appropriate details and elements to recognize the pedestrian scale environment and a sense of place. A minimum of 4 elements of the following modes of articulation shall be include per building facade:</p> <ul style="list-style-type: none"> • Changes in the horizontal wall plane. • Changes in the vertical wall plane. • Variation in the roof lines and form. • Use of balconies. • Use of ground level arcades and covered areas. • Use of protected and recessed entries.
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	<ul style="list-style-type: none"> • Use of vertical elements on or in front of expansive blank walls. • Use of pronounced wall plane offsets or projections. • Use of vertical accents and focal points. • Change in use of materials or color to provide a clear distinction between roof, body and base of a building. • Changes in predominant material use. • Other form of building façade articulation as approved by Planning & Development Department.
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Materials	<p>Approved exterior wall materials include the following list, unless otherwise approved by the Planning & Development Department:</p> <ul style="list-style-type: none"> • Common clay brick • Granite, Marble, or other natural stone • Tile cladding • Concrete masonry unit (provided that surfaces are integrally colored, painted, stained or have attractive exposed aggregate which must be approved as to color and texture) • Architectural metal panels • Stucco or plaster (synthetic systems simulating stucco or plaster are permitted) • Concrete, pre-cast or poured in place • Glass • Metal panels and/or trim • Metal and composite panels • Metals (polished and rusted) • Perforated metals and meshes • Poured in place, tilt-up or pre-cast concrete, provided that surfaces must be painted or have exposed aggregate finish (color and texture of exposed aggregate must be approved through the Design Review process). • Masonry • Green-Screen or Green walls including trellises to reduce excessive radiant heat in pedestrian areas and to screen the project from the adjacent dental office.
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Roofs	<p>Any pitched roof structure shall use concrete tiles or “pre-finished” metal roofing or other acceptable material as approved by Planning & Development Department. Flat roofs shall be non-reflective material.</p>
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Final determinations on material and roof types are subject to Design Review approval from city staff.

AREA C

This portion of **Westgate Village** PAD shall conform to the design guidelines contained within the City of Glendale Residential Design and Development Manual (“RDDM”) dated June 22, 2004 except for the deviations listed herein.

As mentioned previously, this is a relatively small infill parcel that has been vacant for decades. The physical design of the **Westgate Village** single family residential parcel is dictated by its size, style of housing, location and adjacent streets. This is a unique housing product designed for the special needs of both the millennial and baby boomer generations. The millennial buyer is no longer looking for the standard single family lot with large front and backyards. They don’t want to devote their weekend to yard maintenance rather they are looking for smaller homes, yet with interiors with well appointed, amenitized and structured yards with easy maintenance. The yards are therefor designed for covered patios, indoor/outdoor living, BBQ’s, hardscape, flowers, modest turf areas (even using the new synthetic turf), seating, play areas and spas. Aging baby boomers are likewise downsizing from their large, expansive homes into this same carefree and yet well-appointed lifestyle. They don’t want to be bound to hours of weekly maintenance of yards, but rather enjoying utilizing manicured and highly designed and yet moderately sized outdoor environments. To ensure compatibility with the adjacent residential communities, all lots along the east and south boundary are designed to be deeper than the other lots-with a minimum depth of 108-feet. Additionally these lots will have a minimum 15-foot rear yard setback for single story home and a 20-foot rear yard setback for any two-story homes.

The RDDM makes it very difficult to develop this innovative new housing in 40-foot wide lots without some deviations to the guidelines. Indeed the RDDM could not have anticipated this major shift in the housing market. While efforts have been made to comply with the majority of the Residential Design and Development Manual some minor modifications are necessary. These deviations are designed to address the narrow feature of the lots, required setbacks and house width and yard size. This PAD request seeks deviations from the following RDDM guidelines.

To off-set the minor deviations to a few guidelines, the single family development plan provides approximately 16.5 percent open space. The central open space, located off of the main entrance, incorporates a Ramada with BBQ grill and picnic table, tot-lot, pedestrian walkways, off-street parking spaces, and a large turf area for active recreation. A series of active landscape open spaces and landscape walkways provide pedestrian connections between residential units and blocks and allow access to the central open space recreation area.

1.1.12-Delete Standard. Locate the garage door a minimum of 5 feet back from the living area. Increased depths for recessed garages are encouraged.

Justification for Deviation: As noted above, these proposed smaller size lots are designed to accommodate the new wave of alternative homebuyer who specifically want smaller yards with less maintenance, while still owning their attractively designed

single-family home on its own lot. The size of these lots are 40-feet wide and when consideration is given to the lot width, the required setbacks, designed for a different style of living, and the standard width of the house ranging between 28-feet and 30-feet together with a standard two car garage, there simply is not sufficient room to accommodate a functional living area in front of the garage. To break up the streetscape appearance this development proposes a mixture of single level and two story homes. Furthermore, each plan includes a front porch and no two identical elevations shall be placed on adjacent lots or directly across the street from each other. This will create a diversity of appearance without sacrificing the inherent nature of this new style of home ownership in a carefree living environment.

1.1.26-Delete Standard. Side entry garages are to be a minimum of 20 feet from the face of the garage to the opposite side property line to allow for adequate vehicular maneuverability.

Justification for Deviation: Side entry garages or circular driveways cannot be accommodated on 40-foot wide lots. There is not sufficient width to provide adequate turning radius to enter into a side entry garage. We believe this standard was intended for much wider lots where appropriate turning radius can be accommodated. Again, without understanding the nature of the market demand for this innovative carefree housing to move-up millennial and move-down baby boomers buyers, it might seem that the product should be sacrificed to achieve side entry garages. But this type of home is directed toward a specific and growing segment of the market.

1.1.27-Delete Standard. Provide a mix of driveway orientations to include straight, angled, or side entry so that no more than 75% of the drives are straight.

Justification for Deviation: These standards were not designed to accommodate the shift in the market place. A mixture of driveway orientations such as straight, angled or side entry cannot be accommodated on 40-foot wide lots. As mentioned, the narrowness of these lots does not allow for angled or side entry driveways, because there is not sufficient width to provide adequate turning radius to enter into a side entry garage. We believe this standard was intended for wider lots where appropriate turning radius can be accommodated.

5.1.10-Delete Standard. All front entryways to be emphasized, lighted and open. Side entries and doorways are allowed if the door is visible from the street and not behind the garage or living area. Narrow front porches are not permitted in order to avoid potential safety hazards.

Justification for Deviation: All plans will have front porches. The all porches will be opened, provide lighting and will be visible from the street, however, the design of the house necessitate the porches to be located behind the garage plane. The narrowness, required setbacks simply do not allow enough space to create a meaningful livable area space. The quality and design innovation of these homes must be measured in its context, which is a new market paradigm we are now experiencing.

5.1.11-Delete Standard. A minimum of one window from the living area of the house on the first floor must be visible from the street.

Justification for Deviation: See above 1.1.27 and 5.1.10 response.

5.1.19-Delete Standard. Recessed garages have been addressed in the small and medium lot development expectations under Lot Layout.

Justification for Deviation: See 1.1.12 response. Furthermore, this proposal provides a mixture of single level and two story homes, each having a front porch. Five different house plans are proposed to provide variety and a pleasant streetscape. The house plans emphasize entries with an inviting entry through the use of varying roof elements, porches, columns, pop-outs, and other architectural features. The plans utilized a variety of roof forms and ridgelines thus creating elevations that are structurally different. Each plan will have a minimum of three (3) distinct elevation styles and each offer three (3) distinct color schemes.

5.1.20-Delete Standard. Garages should not be the dominant feature on the lot but shall be located a minimum of 5 feet back from the entry feature or living area in medium and large lot developments. In small lot developments the garage should be located in excess of the 5-foot requirements.

Justification for Deviation: All plans have the garage at the front of the home for the same reasons as above. (See 1.1.27 reason). The garage is located at the front of the home in a traditional design with the garage door slightly recessed. The rooflines on homes are varied with a combination of hip, gable and gable end designs to provide variation and varied streetscape.

The **Westgate Village** residential community will be a unique and positive addition to this area by providing a different style single family detached home that is both vibrant, market responsive and compatible with other residential uses in the area, while responding to the new housing demand for the type of carefree living environment. The home design will feature common and yet exceptional design elements that contribute to the character of each individual home and the collective character of the neighborhood.

I. LANDSCAPE CONCEPT

The landscape concept for Area A and Area B may be characterized as “Mediterranean Sonoran”, with the perimeter of the project being more of a Xeriscape Concept and the interior of the project providing more of a lush Mediterranean theme. Glendale Avenue and 89th Avenue will be lined with Red Push Pistache to provide a unifying street tree and a sense of place per City guidelines. As one enters the project, Desert Museum Palo Verde trees will mark the entry experience with lush accents. Turf will be used within the pool and amenity areas, to provide a cooling oasis environment. These areas will be planted with lush/flowering species to provide a variety of color, form and textures. The variety of amenities provided for the residents will allow both passive and active areas.

The landscape plan for Area C, the single family portion, uses plants that are low water use and consistent with the proposed architectural character of the homes. Drought resistant plants and trees will be the predominant materials used in the overall landscape design for entry areas and streetscape using colorful accent materials incorporated in open space areas and other featured spaces. Some turf will be used in landscape tracts to also create an oasis feel in certain featured locations. Streetscape standards along 89th Avenue are designed as an integral part of the project's landscape theme and include plant materials compatible with the City's street Landscape Program and Landscape Ordinance. Pedestrian walkways are located within many of the landscape tracts to encourage pedestrian access throughout the residential community.

A six-foot high decorative theme wall will be located along 89th Avenue. The decorative theme walls along 89th Avenue shall turn the corner along the main project entrance and along the retention basins. A six foot-high integrated color block wall will be along the north property line. All walls for rear yards will be six foot-high integrated color block walls. Return walls between residential units will be six foot-high painted and stuccoed to match the residence. Six foot-high view walls will be located in rear yards where lots side or back to open spaces. The wall location exhibit identifies the general location of these walls, however the exact locations may vary when the final construction plans and house product floor plans are complete.

J. SIGNS

All signage shall comply with the City's Zoning Ordinance, Section 7.100-7.110 except the height of freestanding monument signs shall not exceed a maximum height of 10-feet.

K. PHASING PLAN

This PAD will be phased in over a period of time. Forecasting the pace and composition of each phase is challenging, because it depends upon market conditions. However, all needed off-site and on-site improvements will be constructed at the time each parcel is developed. These infrastructure improvements will provide proper access to streets, pedestrian routes, water and sewer connections into the City system, on-site storm water retention, and perimeter streetscape improvements adjacent to the parcel.

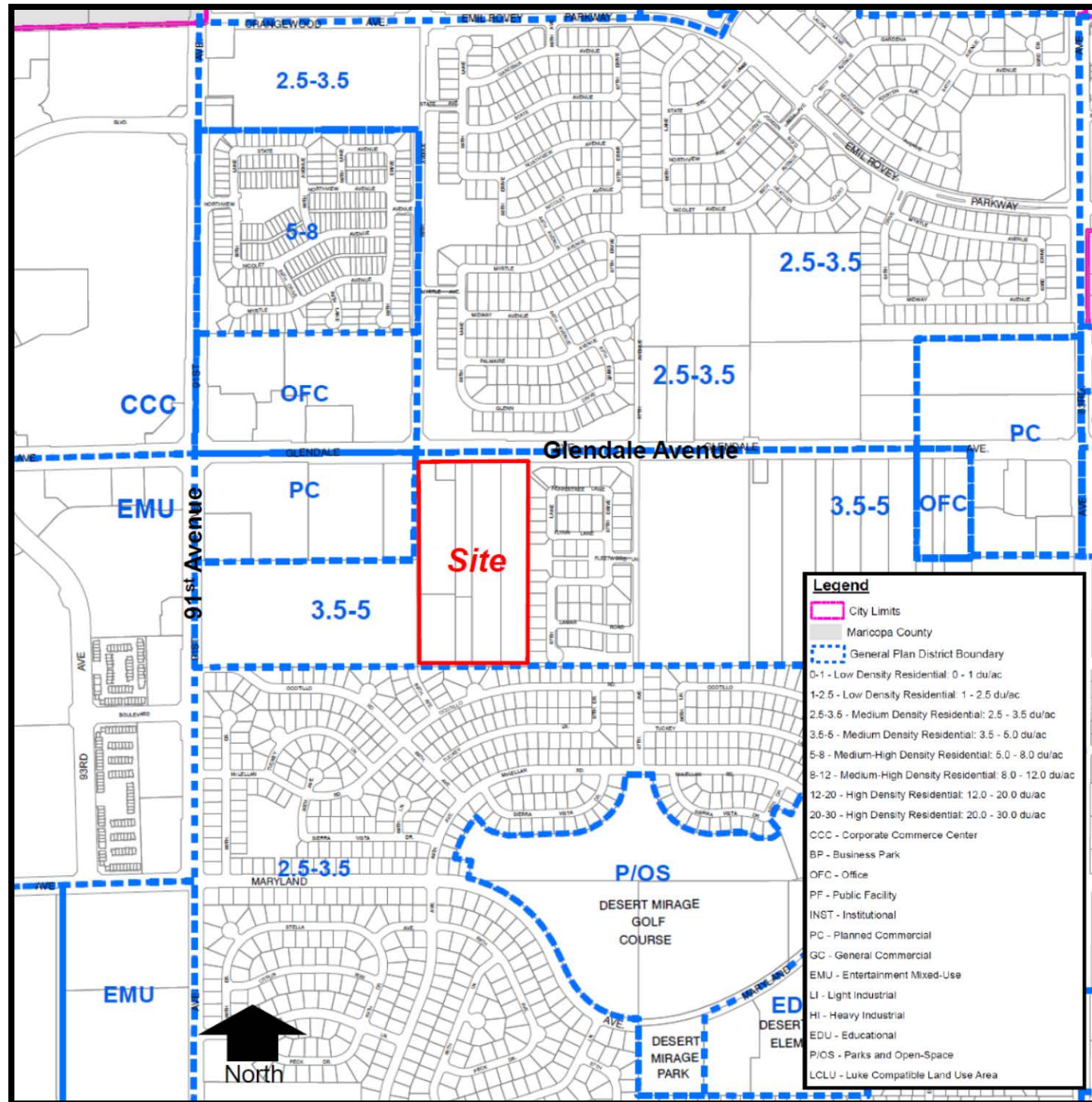
L. CONCLUSION

The intent of the overall proposal is to provide a balance of land uses and residential development that compliments the area while upholding the planning principles and supporting the economic goals and objectives of the City of Glendale and nearby

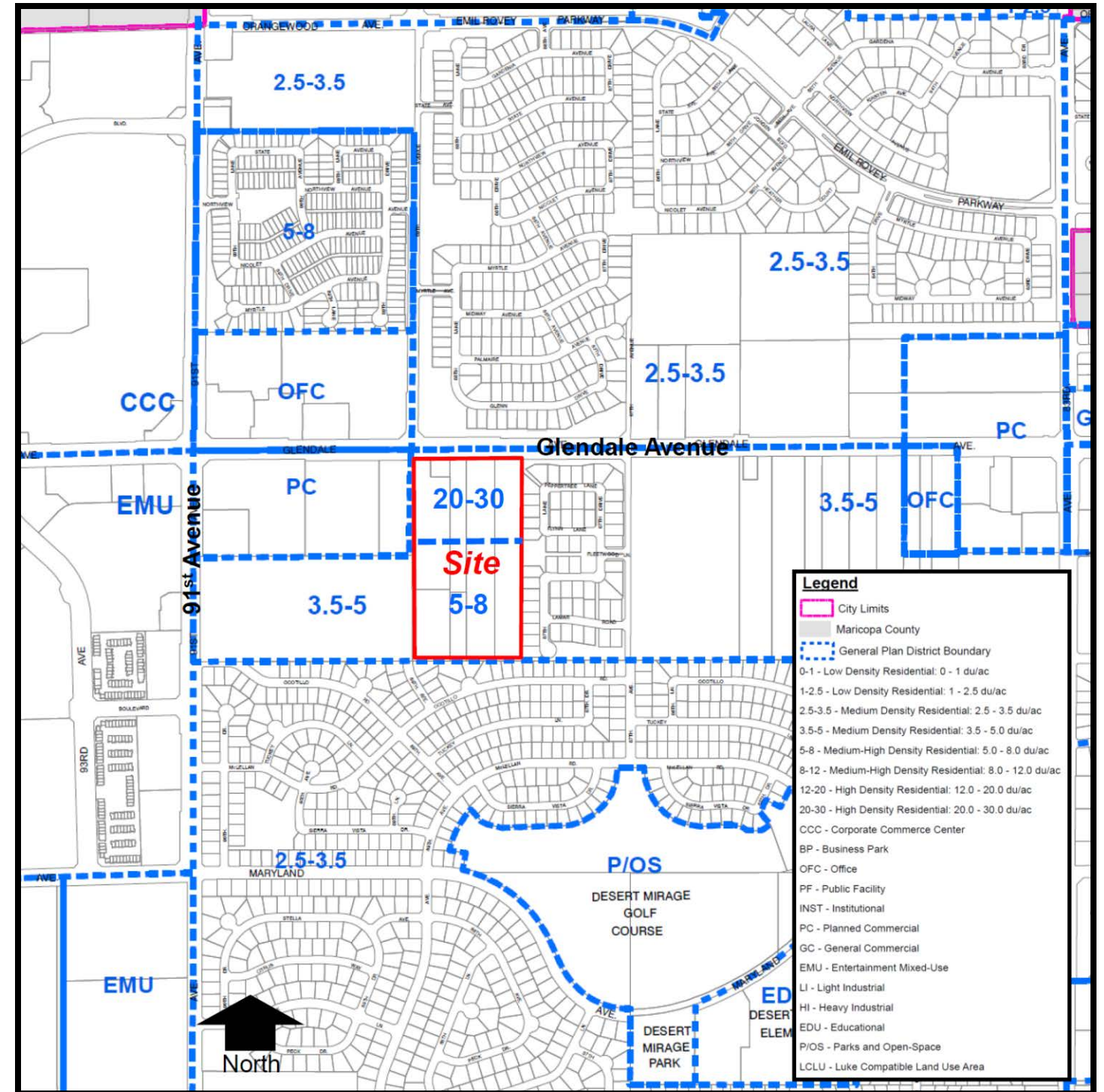
Westgate entertainment and shopping core. The long vacant infill site will be transformed into an attractive, high-quality residential development that will enhance the streetscape appearance with attractive new architectural designs, open space areas, amenities and lush landscaping features along Glendale Avenue and 89th Avenue.

The overall project will attract senior residents looking for an enhanced level of living and on-site amenities (with access to quality care, as needed)-all without having to worry about the cost and commitment to maintenance of a single family house. These new residents and their guests will become customers and patrons of all the nearby shopping, restaurants, and entertainment venues. The single family housing component will attract young professionals, business representatives/employees, and other individuals who prefer new homeownership with excellent local and regional access and smaller (but well appointed) yards that won't require the heavy cost and time commitment for maintaining.

O:\INDEX\Sante Partners\89th Ave & Glendale\Docs\NARRATIVE-GPA & REZONING (HEARING SUBMITTAL)(FINAL)_rev 7.18.2016.doc



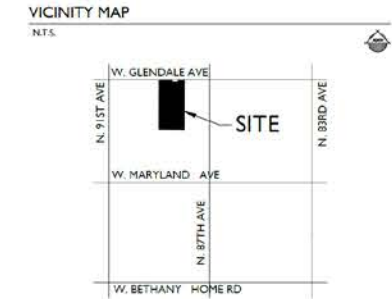
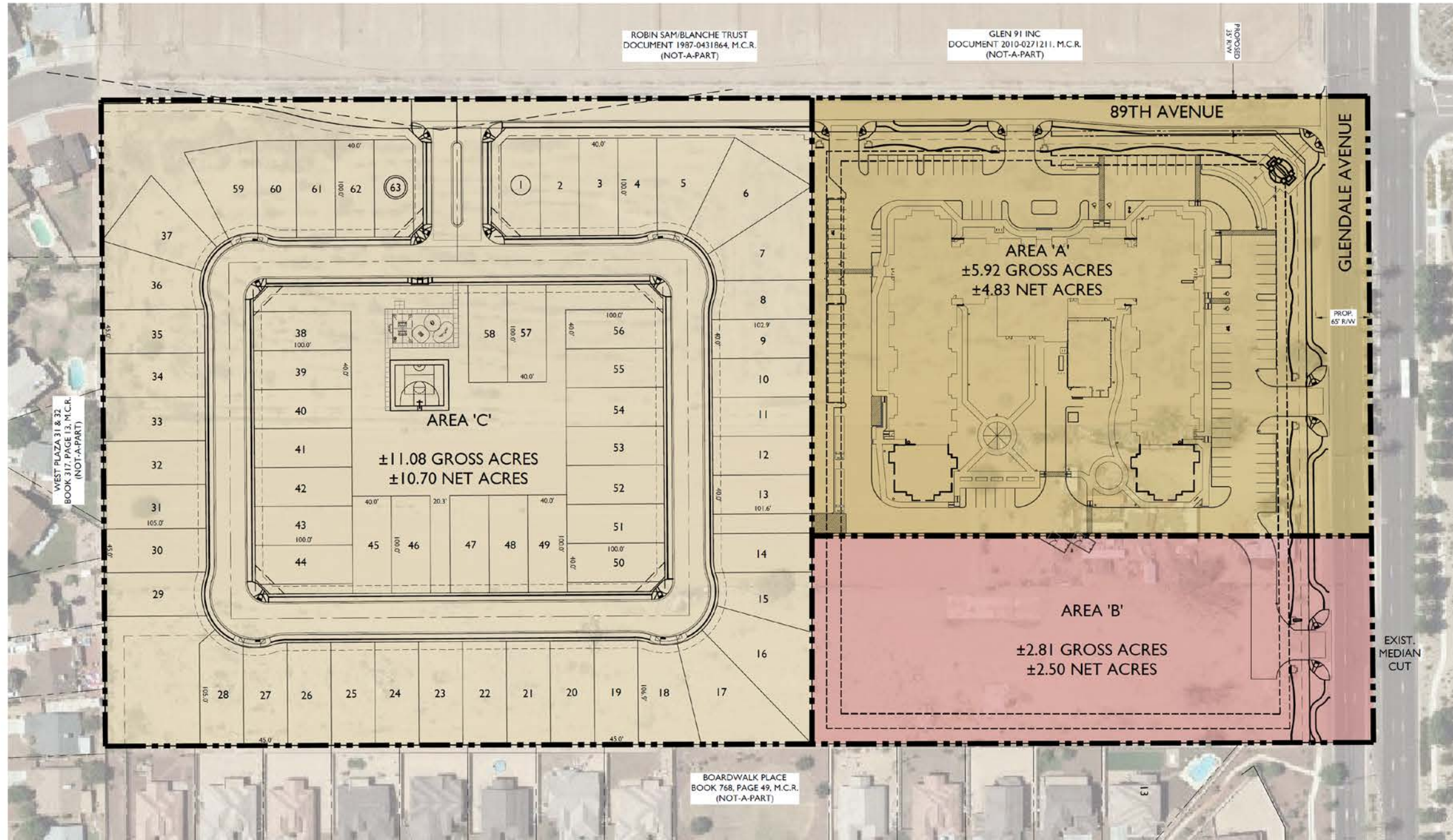
Existing General Plan



Proposed General Plan



Aerial and Zoning Map



PROJECT TEAM

PROPERTY DEVELOPER:
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 1228 20TH STREET SE, SUITE 310
 SALEM, OR 97302
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 CONTACT: BRAD HANIKINS

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 FAX: (480) 503-2258
 CONTACT: DAN KOC ALKNER, PE / DREW HURTEL, ACP

DEVELOPER:
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 TEL: (480) 758-3049
 CONTACT: JASON JARVIS

ARCHITECT:
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 FAX: (602) 957-7546
 CONTACT: STEPHANIE ROWE, AIA

APPLICANT / ZONING ATTORNEY:
 HARGREAVES & LARGIER, P.C.
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 PHOENIX, AZ 85001
 TEL: (602) 933-2077
 FAX: (602) 942-2195
 CONTACT: RICARDO TORIS

PROJECT INFORMATION

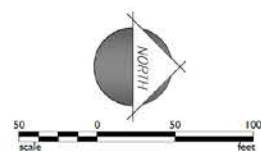
LOCATION: SEC. GLENDALE AVE & 89TH AVE

LEGAL DESCRIPTION: LOCATED IN THE WEST HALF OF THE NORTH-EAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 2 NORTH, RANGE 1 EAST, OF THE GILA AND SALT TOWER MERIDIAN, MARICOPA COUNTY, ARIZONA.

GROSS SITE AREA	
AREA 'A'	± 5.92 ACRES
AREA 'B'	± 2.81 ACRES
AREA 'C'	± 11.08 ACRES
TOTAL	± 19.81 ACRES

NET SITE AREA	
AREA 'A'	± 4.83 ACRES
AREA 'B'	± 2.50 ACRES
AREA 'C'	± 10.37 ACRES
TOTAL	± 17.70 ACRES

(NET AREA IS LESS ARTERIAL ROAD RIGHT-OF-WAY FOR GLENDALE AVENUE AND COLLECTOR ROAD RIGHT-OF-WAY FOR 89TH AVENUE)



Westgate Village

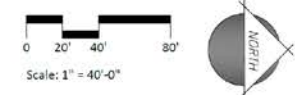
Glendale, AZ

Conceptual Development Plan

05/31/2016



Conceptual Development Plan





② NORTH ELEVATION SOUTH OPP. HAND SCALE: 1/8"=1'-0"



① WEST ELEVATION LEFT SIDE SCALE: 1/8"=1'-0"



③ WEST ELEVATION RIGHT SIDE SCALE: 1/8"=1'-0"

KEYNOTES

- NOTE: TYPICAL WALL FINISH IS STUCCO OVER 1" RIGID INSULATION POPOUTS ARE LISTED AS DEPTH BEYOND THE 1".
 NOTE: BACK OF PARAPET WALLS TO BE PAINTED TO MATCH FACE OF WALL.
 NOTE: ALL MECHANICAL EQUIPMENT IS ROOF MOUNTED AND SCREENED BY PARAPET WALL. ALL ROOF DRAINS ARE INTERNAL.
- 1 8" FASCIA, TYPICAL
 - 2 BALCONY RAILING W/ SOLID PANELS
 - 3 6" WIDE X 3" DEEP POPOUT
 - 4 11" WIDE X 3" DEEP POPOUT ARCH
 - 5 4" DEEP KEystone POPOUT
 - 6 4" WIDE X 1" DEEP POPOUT TRIM
 - 7 TRIM SHAPE-1
 - 8 TRIM SHAPE-2
 - 9 COLUMN CAP-1
 - 10 A/C GRILL
 - 11 HOLLOW METAL DOOR
 - 12 ALUMINUM WINDOWS
 - 13 ROOF TILE: OWENS CORNING COLLECTION #336 COLOR: AMBER
 - 14 STONE MOWER: EL DORADO STONE "MILLSTONE", COLOR: "VERONA"
 - 15 LIGHT FIXTURE, SEE ELEC.
 - 16 GUTTER & DOWNSPOUT

COLOR SCHEME

- P1 MAIN WALL COLOR DE #9141 "SALT BOX"
- P2 SECOND WALL COLOR DEC #617 "FLACSTONE QUARTZITE"
- P3 TRIM COLOR DEC #712 "BRNRT"
- P4 ACCENT COLOR DE #439 "SPACE OF LIFE"

REECE+ANGELL+ROWE ARCHITECTS, PLLC EXPRESSLY DISCLAIMS THE OWNERS OF CONCEPTS AND TRADE PROPERTY RIGHTS IN THESE PLANS. THESE PLANS ARE NOT TO BE CONSIDERED AS PART OF ANY OFFER OF SENIOR HOUSING. THESE PLANS ARE NOT TO BE REPRODUCED, COPIED, TRANSMITTED, OR OTHERWISE USED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF REECE+ANGELL+ROWE ARCHITECTS, PLLC.

Westgate Village
 Independent Senior Living
 Glendale Ave at 88th Avenue
 Glendale, AZ



REECE+ANGELL+ROWE
ARCHITECTS

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 Phone: 602-957-4343
 Fax: 602-957-7546

1254 W. University Ave #100
 Flagstaff, Arizona 86001
 Phone: 928-779-4340
 Fax: 928-779-5087

REVISIONS:

TITLE: ELEVATIONS
 SCALE: 1/8"=1'-0"
 DATE: 5-26-16
 JOB NO: RAR15026

A6.0

Conceptual Architectural Representation of Senior Independent Living Community

THIS PLAN FOR ARCHITECTS, WILL EXPRESSLY RESERVE THE COMPANY AND OTHER RIGHTS IN THE DESIGN AND CONSTRUCTION OF THE BUILDING. THE ARCHITECTS WILL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE BUILDING. THE ARCHITECTS WILL NOT BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE BUILDING.



3L EAST ELEVATION LEFT SIDE SCALE: 1/8"=1'-0"

KEYNOTES

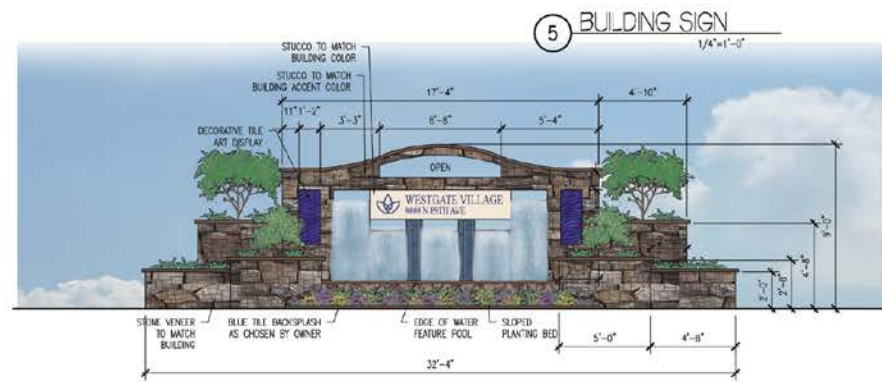
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 - 13 ROOF TILE: OWENS CORNING COLLECTION #336 COLOR: AMBER
 - 14 STONE VENEER: EL DORADO STONE "HALLSTONE" COLOR: VERONA
 - 15 LIGHT FIXTURE, SEE ELEC.
 - 16 CUTTER & DOWNSPOUT

COLOR SCHEME

- P1 MAIN WALL COLOR: DE #6141 "SANT ROX"
- P2 SECOND WALL COLOR: DEC #617 "FLAGSTONE QUARTZITE"
- P3 TRIM COLOR: DEC #712 "BARK"
- P4 ACCENT COLOR: DE #439 "SPACE OF LIFE"



TEXT PANEL 11.8 SF



4 ENTRY SIGN AND WATER FEATURE SCALE: 1/4"=1'-0"



3R EAST ELEVATION RIGHT SIDE SCALE: 1/8"=1'-0"

Westgate Village
Independent Senior Living
Glendale Ave at 88th Avenue
Glendale, AZ



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ARC
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REVISIONS:

TITLE: ELEVATIONS
SCALE: 1/8"=1'-0"
DATE: 5-28-16
JOB NO: RAR15026

A6.1

Conceptual Architectural Representation of Senior Independent Living Community



Conceptual Representation of Amenities for Senior Independent Living



Conceptual Representation of Amenities for Residential Parcel

Citizen Participation Final Report
for
Westgate Village

8847 West Glendale Avenue, Glendale, Arizona

A PLANNED AREA DEVELOPMENT
Southeast corner of Glendale Avenue and 89th Avenue
Case Nos.: GPA16-02 and ZON16-01

Prepared by:
EARL, CURLEY & LAGARDE, P.C.
ATTORNEYS AT LAW

Attorney
Earl, Curley & Lagarde P.C.
Contact: Stephen C. Earl
3101 North Central Avenue
Suite 1000
Phoenix, Arizona 85012

Prepared:
May 27, 2016

COMPLETED
Alberta King 7/8/16
Glendale Planning Division

CITIZEN PARTICIPATION FINAL REPORT
Westgate Village
Minor General Plan Amendment and Rezoning requests

PROJECT DESCRIPTION

Santé Partners (“Santé”) is collaborating with Holiday Retirement (“Holiday”) and the property owners to develop the approximately 19 acre property located at the southeast corner of Glendale Avenue and 89th Avenue.

The purpose of the proposed PAD is to create specific standards to guide the development of the subject property so that it fits seamlessly within the surrounding area. This request is an assemblage of several properties that have been vacant-with the exception of one old and dilapidated house. Records show that this house was built in 1957 and has been in severely deteriorated condition for many years. The overall property is rectangular in shape and generally bounded by Glendale Avenue on the north, 89th Avenue (alignment) on the west, an existing single-family residential project on the east and a single-family residential neighborhood on the south. The rectangular shaped property enjoys approximately 633-feet of Glendale Avenue frontage in the western portion of Glendale very near the Westgate commercial, sports and entertainment area.

Two requests are being filed concurrently with this PAD to allow the northern portion of the property to be developed with a Senior Independent Living community and/or small Office component, with a neighborhood of single family homes on the southern portion-all in a cohesive setting. The first request seeks a Minor General Plan Amendment (“GPA”) to change the existing Medium Density Residential (3.5 to 5.0 du/ac) land use designation to Medium-High Density Residential (5 - 8 du/ac) and High Density Residential (20 – 30 du/ac). The second companion request seeks to rezone the approximate 19 acre property from the current A-1 (“Agricultural”), C-0 (“Commercial Office”) and R1-6 (“Single Family Residential”) to Planned Area Development (“PAD”) to allow for the development of this master planned development, which implements the City’s vision for new residential development along the Glendale Avenue corridor. The resulting project will be called ***Westgate Village***

OVERVIEW OF ELEMENTS OF CITIZEN NOTIFICATION

The Citizen Participation Final Report was prepared in accordance with the City of Glendale Citizen Participation Ordinance (CPO). As prepared, the Final Report meets the City’s CPO requirements and the recommended notification area as identified by the Planning Department. In accordance with requirements of the CPO, the following process was completed:

- A Neighborhood Meeting was deemed to be the most appropriate notification technique to inform the adjacent property owners/residents and/or interested parties of the request.
- On April 25, 2016, Earl, Curley & Lagarde P.C. mailed the required Neighborhood Meeting Notification/Invitation letter. There were a total of 251 letters mailed to: all property owners within 500-feet of the subject site (as provided by the Maricopa County Assessor data base), all interested parties (as provided by the Planning Department), the Mayor's office, the City Council's office, and the Planning Department, to advise them of the proposed General Plan Amendment and Rezoning applications and to notify them of the neighborhood meeting to discuss the applications. According to the Planning Department, there were no registered Glendale Homeowners Associations or Registered Neighborhood Group near the subject site.
- The list of adjacent property owners, interested parties, the Mayor's office, the City Council office, and the Planning Department, along with assessor's map exhibit which shows which property owners were notified is provided (*see Appendix*).
- The letter invited residents to attend a neighborhood meeting in the area at Desert Mirage Elementary School (Cafeteria), 8605 W. Maryland Avenue, Glendale, Arizona 85305 on Wednesday, May 11, 2016 @ 6:00 PM. The letter provided a brief explanation of the proposed applications and explained the purpose of the meeting and included an aerial exhibit and site plan (*see Appendix*).
- The neighborhood meeting letter also included the applicant's contact information, such as address, phone, e-mail, and fax number, so if anyone wanted to express concerns, issues, or problems, they could also do so by calling, writing, emailing, or faxing the applicant. The letter also provided the name and email of the City's Planner handling this case.

Neighborhood Meeting

- The neighborhood meeting was held on Wednesday, May 11, 2016 @ 6:00 PM to inform those in attendance of the proposed applications. Only 5 persons and Tabitha Perry, Assistant Planning Director, attended the meeting and they registered their attendance on the sign-in sheet (*see Appendix*). The neighbors indicated that live in the subdivisions to the east and south of the subject site.
- The neighborhood meeting was set up in an open house format with 3 stations. The first station included: An overall aerial photo showing the site and surrounding context, the existing and proposed general plan land use designations and the overall PAD master plan. The second station included: overall Master plan, Site Plan enlargement of the residential portion of the PAD,

examples of house products, interior house photos, and examples of open space amenities. The third station included: Overall master plan, Site Plan enlargement of the Independent Living Community, building elevations, renderings of the building, line of sight study and example of amenities.

- Members of the development team were at each station to provide detailed information about the project.
- Station 1: A brief review of the proposed uses and proposed General Plan Amendment and Rezoning requests was provided at the first station. It was explained that two requests are being filed concurrently with this PAD to allow the northern portion of the property to be developed with a Senior Independent Living community and/or minor Office, with a neighborhood of single family homes on the southern portion in a cohesive setting. It was further explained that the first request seeks a Minor General Plan Amendment (“GPA”) to change the existing Medium Density Residential (3.5 to 5.0 du/ac) land use designation to Medium-High Density Residential (5 - 8 du/ac) and High Density Residential (20 – 30 du/ac) and that the second companion request seeks to rezone the approximate 19 acre property from the current A-1 (“Agricultural”), C-0 (“Commercial Office”) and R1-6 (“Single Family Residential”) to Planned Area Development (“PAD”) to allow for the development of a master planned development
- Station 2: Detailed information regarding the southern residential portion of the project was provided at station 2. It was explained that the southern +/- 11 acres was planned as a single family residential community designed around its own entrance, a loop street pattern with a large interior central open space/amenity area that acts as the project’s main focal point, as well as generous landscaping down 89th Avenue. Example representations of house product photos, both exterior and interior, were shown.
- Station 3: Detailed information regarding the northern residential portion of the project was provided at station 3. It was explained that this portion of the master plan was designed as a senior independent living community. The main senior living building offer a high level of resident services, including dining, library, transportation, housekeeping, laundry, exercise/wellness and activity programming. It was further explained that the proposed senior living community offered a homelike environment in which residents enjoy meals, social activities, housekeeping and other services. Renderings of the main independent living building were shown to provide interested residents with an understanding of how the building would look from 89th Avenue, Glendale Avenue and from their neighborhood. Line of sight drawings were also provided to illustrate that the building would be more than a football field away from adjacent neighbor’s rear yards. This intervening expansion parcel would either be senior living cottages or modest professional offices that would further insulate the neighbors.

- Exhibits were shown at each station to allow the attendees the opportunity to view the elements of the proposed project. The floor was opened for questions and comments from the attendees at each station.
- Reaction to the overall plan and requests was positive from those in attendance.

The questions from the neighborhood meeting consisted of:

Questions/Comments:	Response:
What are the requests?	Two companion requests are being filed concurrently. The requests are: 1) a Minor General Plan Amendment to amend the General Plan Land Use map from "3.5-5 MDR" to "Medium-High Density Residential MHDR" and "High Density Residential HDR." The MHDR is for the proposed single family residential component and the HDR is for the senior independent living community; and 2) a companion rezoning from C-O, A-1, and R1-6 to PAD ("Planned Area Development").
What is being proposed?	This PAD proposes a unique development, which includes a senior independent living community, senior cottages or small scale office and single family residential on 19 acres at the southeast corner of Glendale Avenue and 89 th Avenue. The proposed PAD is a master planned development that will allow the northern portion of the property to be developed with a Senior Independent Living community and/or Office, and the southern portion with a neighborhood of single family homes in a cohesive setting.
When is the expected start of construction?	Tentative hearing schedule for Planning Commission is August followed by City Council in September. If approved, construction of the Independent Living facility would likely commence by the end of 2016.
What types of amenities are being proposed in the Independent Living facility portion?	<p>Holiday of Glendale is a senior Independent Living community which provides a homelike environment in which residents enjoy meals, social activities, housekeeping and other services. The community will be staffed with chefs, cooks, and servers, an activities director, housekeepers, managers, and a maintenance engineer.</p> <p>While each residential unit has a living/dining space</p>

	<p>and full kitchen residents have the option to dine in the restaurant style dining room.</p> <p>The interior amenities for residents include:</p> <ul style="list-style-type: none"> ○ a bistro, ○ home health office, ○ salon/barber shop, ○ restaurant style dining, ○ private dining room, ○ fitness gym, ○ country store, ○ card tables, ○ pool tables, ○ library/reading areas, ○ meeting room, and convertible multi-purpose/event area. <p>In Addition, the building will be equipped with an alert system for assistance, Wi-Fi, and commercial laundry service to create a very comfortable residential community.</p> <p>Holiday of Glendale also provides outdoor spaces and amenities. The generously landscaped site will feature an outdoor pool, fountain, bistro and dining seating, shaded seating areas, and courtyard gardening.</p>
<p>What types of amenities are being proposed in the KB Home portion?</p>	<p>The single family development plan provides approximately 16.5 percent open space. The central open space, located off of the main entrance, incorporates a Ramada with BBQ grill and picnic table, tot-lot, pedestrian walkways, and a large turf area for active recreation. A series of active landscape open spaces and landscape walkways provide pedestrian connections between residential units and blocks and allow access to the central open space recreation area.</p>
<p>What is proposed in Area B?</p>	<p>The focus of this parcel is for expansion of the senior independent living community with smaller scale senior living units with reduced height and density, such as senior townhomes, cluster homes, courtyard homes or cottages. These uses would be allowed to share the interior and exterior amenities of the main building in Area A.</p>
<p>What is the expected rent for the Independent Living facility?</p>	<p>The average rental rate is estimated to be \$2,800 per month.</p>
<p>Comment was made that the</p>	<p>Thank you.</p>

cross-section exhibit helped them understand the distance between the neighborhood and Independent Living facility.	
Comment was made that this is an attractive project.	Thank you.
Comment was made that the Independent Living facility had attractive interior amenities and outside pool area and garden area.	Thank you.
Comment was made that they were more comfortable knowing the minimum age was 55 and the average age is 75 simply because it was not going to be a traditional multi-family project that would generate a lot of noise and/or traffic.	Thank you.
Comment was made that the Independent Living facility seems to be a better fit than Multi-family because it creates less traffic and less traffic impacts to the area.	Agree.
Comment was made that the lack of potential noise that would typically be associated with multi-family was a benefit to the development.	Thank you.
What is the expected price range of homes for KB?	The estimated price range for homes is \$220K - \$300K. That price is subject to selection of interior finishes.
Comment was made that they like the square footage of the homes.	Thank you. The home sizes range from 1,450 s.f. to 2,650 s.f.
What are the building heights?	Area A - 48-feet for the Independent Living building. Area B - Residential 30-feet, Office 24-feet. Area C - 30-feet.
What types of amenities are proposed in the centralized open space/park area (KB Home)?	The central open space, located off of the main entrance, incorporates a Ramada with BBQ grill and picnic table, tot-lot, pedestrian walkways, and a large turf area for active recreation. A series of active landscape open spaces and landscape walkways provide pedestrian connections between residential units and blocks and allow access to the central open space recreation area.

Comment was made that they like the single access off of 89 th Avenue for the single-family.	Noted.
Will the subdivision be gated?	No.
Comment was made that there was no connectivity to the existing subdivision to the east.	The subdivision to the east is developed with a perimeter wall along its western property line. The Village at Westgate master plan provides its own open space and amenities and therefor there is no need for connectivity. However, a sidewalk will be installed along Glendale Avenue which connects this project with other projects along Glendale Avenue.
What are the room sizes in the Independent Living facility?	The project provides Studio, 1 bedroom and 2 bedroom units with a full bath for each bedroom, living/dining space and full kitchen. <ul style="list-style-type: none"> ○ Studios (+/- 45 units) Range from 440 s.f. to 460 s.f. ○ One Bedrooms (+/- 66 units) Range from 550 s.f. to 600 s.f. ○ Two Bedrooms (+/- 18 units) Range from 890 s.f. to 1040 s.f.
Comment was made about the unknown development in Area B.	It was explained that focus of this Area B is for expansion of the senior independent living community which could accommodate smaller scale senior living units with reduced height and density, such as senior townhomes, cluster homes, courtyard homes or cottages. It was furthered explained that these uses would be allowed to share the interior and exterior amenities of the main building in Area A.
Are 1 and 2 story homes proposed for the KB Home site?	Yes.

APPENDIX

1. Neighborhood Meeting Sign-In Sheet.
2. Neighborhood Meeting Notification Letter.
3. 500-foot Property Ownership Map.
4. Mailing list/labels.

EARL, CURLEY & LAGARDE, P.C.
ATTORNEYS AT LAW

Telephone (602) 265-0094
Fax (602) 265-2195
www.ecllaw.com

3101 North Central Avenue
Suite 1000
Phoenix, Arizona 85012

April 25, 2016

***Subject: Westgate Village - Neighborhood Meeting
General Plan Amendment and Rezoning Applications (GPA16-02 & ZON16-01)
Southeast corners of Glendale Avenue and 89th Avenue***

Dear Property Owner or Interested Parties:

Our office is representing Santé Partner, Holiday Retirement and the property owners with a General Plan Amendment and PAD ("Planned Area Development") rezoning request for +/- 19-acre property located at the southeast corner of Glendale Avenue and 89th Avenue. Two requests are being filed concurrently to allow the northern portion of the property to be developed with a Senior Independent Living community with senior cottage and/or small scale office along with a neighborhood of single family homes on the southern portion in a cohesive setting.

The first request seeks a Minor General Plan Amendment ("GPA") to change the existing Medium Density Residential (3.5 to 5.0 du/ac) land use designation to Medium-High Density Residential (5 - 8 du/ac) and High Density Residential (20 - 30 du/ac). The second companion request seeks to rezone the approximate 19 acre property from the current A-1 ("Agricultural"), C-0 ("Commercial Office") and R1-6 ("Single Family Residential") to Planned Area Development ("PAD") to allow for the development of a Senior Independent Living community with senior cottage and/or small scale office along with a neighborhood of single family homes in a master planned development setting which implements the City's vision for new residential development along the Glendale Avenue corridor. The resulting project will be called Westgate Village.

Under this proposal, the PAD proposes a unique development, which includes both the senior independent living community, small scale office and single family residential homes. The purpose of the proposed PAD is to create specific standards to guide the development of the subject property so that it fits seamlessly within the surrounding area.

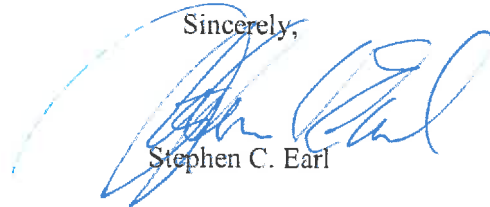
We are sending you this letter to make you aware of our zoning application and to give you an opportunity to contact us regarding this case. We are also hosting a neighborhood open house meeting on Wednesday, May 11, 2016, at 6:00 p.m. at the **Desert Mirage Elementary School (Cafeteria), 8605 W. Maryland Avenue, Glendale, Arizona 85305** and we will have additional drawings to show the neighbors and afford you an opportunity to ask questions in person or simply review the proposal.

If you are unable to come and review our proposal please contact me with any questions or comments or you may also contact our in-house planner, Ric Toris at (602) 265-0094 or e-

April 25, 2016
Page 2

mail: rtoris@ecclaw.com. Our project coordinator is Tabitha Perry who can be reached (623) 930-2596 or tperry@glendaleaz.com.

Sincerely,

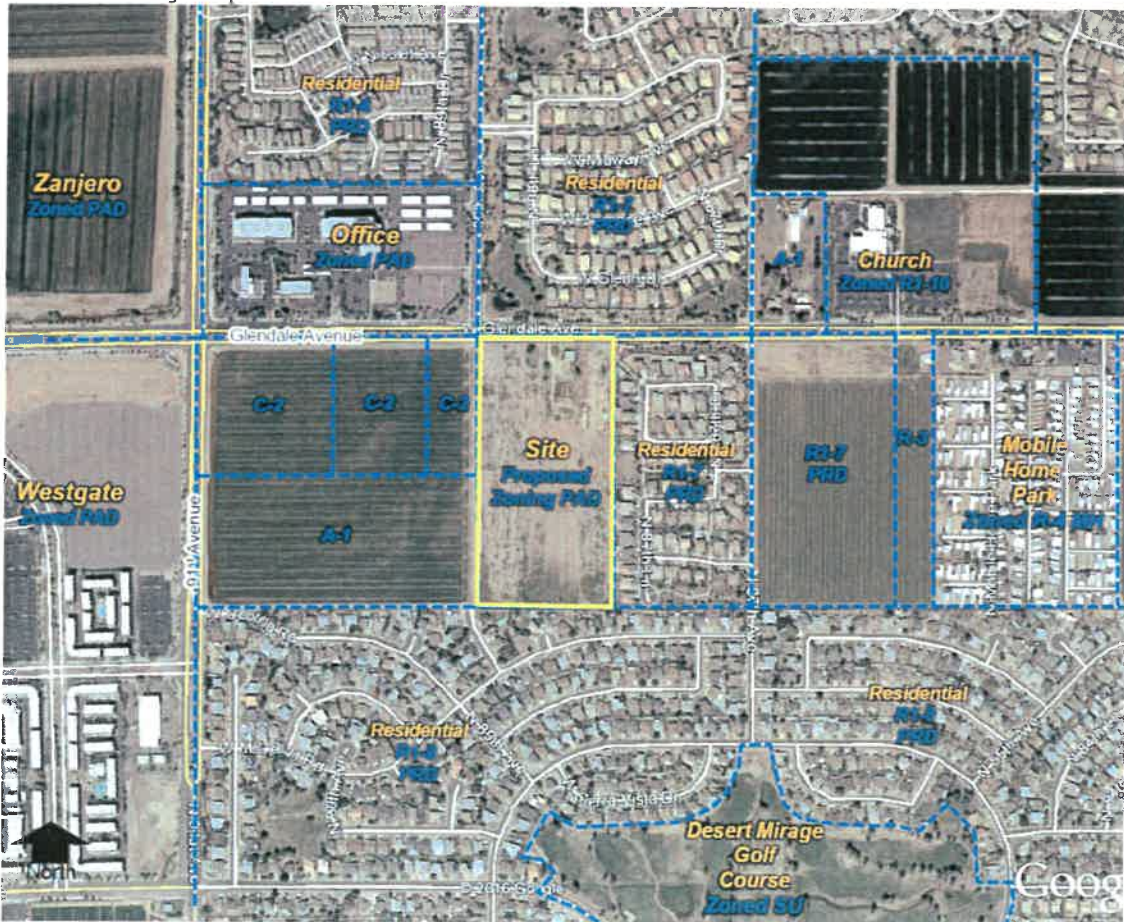


Stephen C. Earl

SCE/rot
Attachment: Aerial Photo/Vicinity Map
Conceptual Master Plan

0:\INDEX\Site Plans\910 Ave & Glendale\eghb\class\Meeting Notification Letter_4.22.2016.docx

Aerial/Vicinity Map



VICINITY MAP

PROJECT DATA

PROJECT NO. 15-001
 PROJECT NAME: 15000 GLENDALE AVENUE
 PROJECT ADDRESS: 15000 GLENDALE AVENUE, GLENDALE, CA 91201
 PROJECT TYPE: COMMERCIAL
 PROJECT STATUS: PRELIMINARY
 PROJECT OWNER: [REDACTED]
 PROJECT ARCHITECT: [REDACTED]
 PROJECT ENGINEER: [REDACTED]

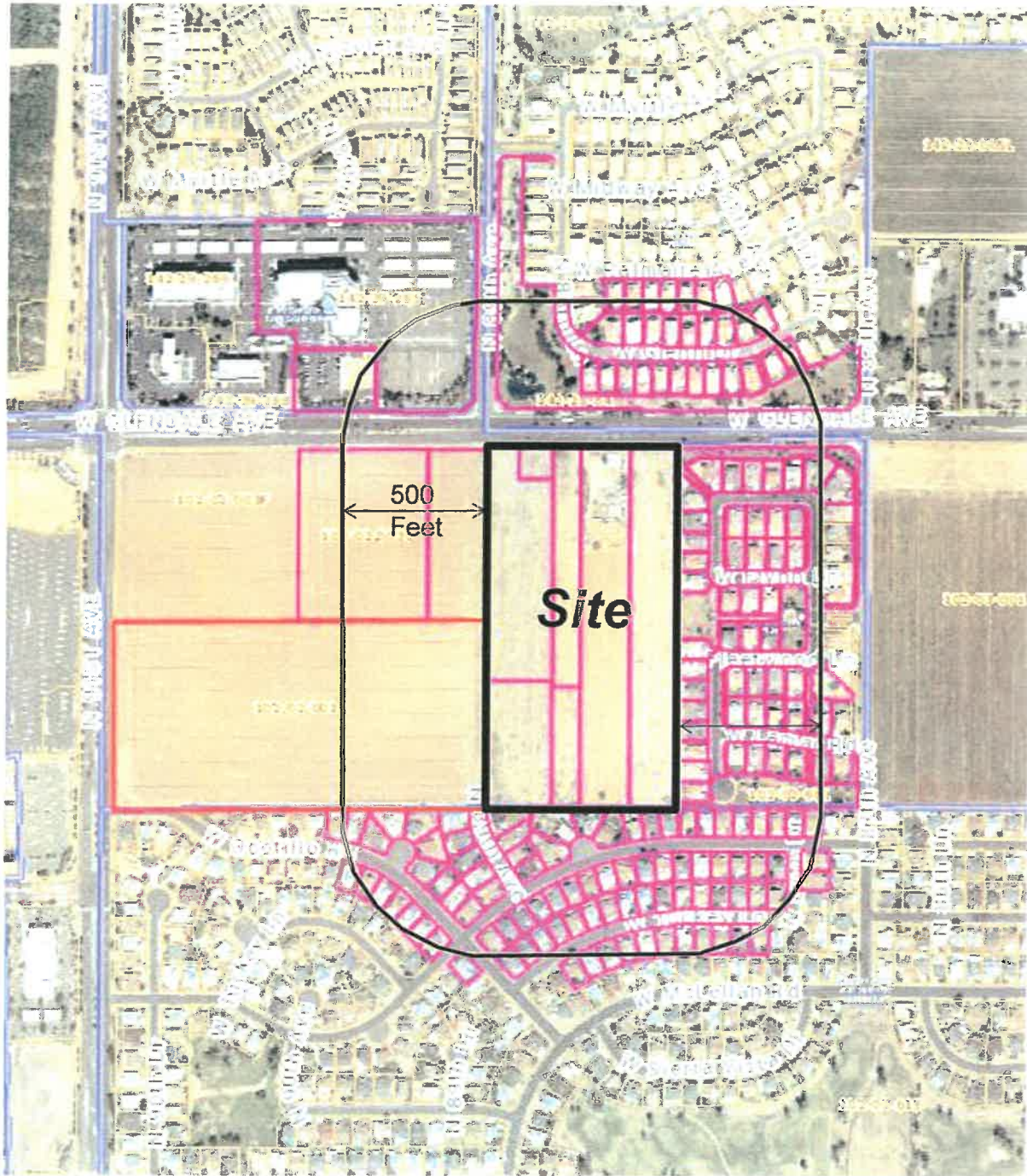
REVISIONS

NO.	DATE	DESCRIPTION
1	04/25/16	ISSUED FOR PERMITTING
2	04/25/16	ISSUED FOR PERMITTING
3	04/25/16	ISSUED FOR PERMITTING
4	04/25/16	ISSUED FOR PERMITTING
5	04/25/16	ISSUED FOR PERMITTING
6	04/25/16	ISSUED FOR PERMITTING
7	04/25/16	ISSUED FOR PERMITTING
8	04/25/16	ISSUED FOR PERMITTING
9	04/25/16	ISSUED FOR PERMITTING
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98	04/25/16	ISSUED FOR PERMITTING
99	04/25/16	ISSUED FOR PERMITTING
100	04/25/16	ISSUED FOR PERMITTING



Conceptual Master Plan

Maricopa County



Westgate Village
General Plan Amendment & Rezoning (Application Nos.: GPA16-02 & ZON16-01)
Southeast corner of Glendale Avenue and 89th Avenue
500-Foot Property Ownership

<http://maps.mcassessor.maricopa.gov/maps/Default.aspx>

Date: April 21, 2016

**Certification of Adequate School Facilities
for
Residential Rezoning – Glendale, Arizona
Revised November 2001**

Glendale City Ordinance No. 2104 applies to applications for residential rezoning which will increase the projected number of students for any school district's attendance area. This includes applications for rezoning which change zoning classifications from non-residential to residential and rezonings, which change residential zoning classifications to a higher density classification.

To be completed by City Staff

City Application Number: GPA16-02 & ZON16-01

City Staff Contact: Tabitha Perry Telephone: (623) 930-2596

Property Address: 8847 West Glendale Avenue (Southeast corner of Glendale Avenue & 89th Avenue)

Property Size: Over all master plan is +/- 19 acres (Single-Family residential portion is +/- 11 acres)

Existing Zoning: A-1, C-O and R1-6 Proposed Zoning: PAD (Planned Area Development)

Existing Dwelling Unit Potential: Single Family: 58-83 Multi-Family: N/A

Proposed # of Dwelling Units: Single Family: 63 Multi-Family: Senior Living units +/-130

Net Increase in Dwelling Units from Existing Zoning:
Single Family: 63 Multi-Family: Senior Living units +/-130

Affected School District(s): Elementary: Pendergast Elementary School District

Middle: Pendergast Elementary School District

High School: Tolleson Union High School District #214

Impacted School(s): Elementary: Desert Mirage Elementary School

Middle: Desert Mirage Elementary School

High School: Copper Canyon

Applicant/Contact for Rezoning Application: Stephen Earl or Ricardo Toris of Earl, Curley & Lagarde

Address: 3101 N. Central Avenue, Suite 1000, Phoenix, Arizona 85012

Telephone: (602) 265-0094 Fax: (602) 265-2195

Email: searl@ecllaw.com or rtoris@ecllaw.com

Sent for Certification to: Superintendent-Dr. Lily Matos DeBlieux

Referred Date: June 21, 2016

Response Deadline: July 22, 2016

If no response is received by this date, it will be assumed that there are adequate school facilities for the proposed rezoning.

Response Date: July 11, 2016

**Certification of Adequate School Facilities
for
Residential Rezoning – Glendale, Arizona
Revised November 2001**

To Be Completed By School Official (Choose One)

1. The school district has adequate facilities to accommodate the projected number of new students within the school district attendance area that will be generated by this rezoning request.
2. The school district will have adequate school facilities by a planned capital improvement to be constructed within one (1) year and located within the school district's attendance area affected by this residential rezoning request.
3. The school district has determined an existing or proposed charter school can provide adequate school facilities.
4. The applicant and the school district have entered into an agreement to provide, or help to provide, adequate school facilities in a timely manner within the school district's attendance area affected by this residential rezoning request. Details of this agreement are not required.
5. The school does not have adequate school facilities to accommodate projected growth attributable to the rezoning.

If response number five (5) is selected, please provide specific details regarding the factors contributing to the lack of adequate facilities as related to the School Facilities Board Guidelines. Indicate where facilities are not adequate. Attach additional details as necessary.

- A. School Site
- B. Academic Classroom Space
- C. Classroom Fixtures and Equipment
- D. Libraries and Media Centers
- E. Auditoriums and Multipurpose Rooms
- F. Technology
- G. Transportation
- H. Science Facilities
- I. Arts Facilities
- J. Vocational Educational Education Facilities
- K. Physical Education-Comprehensive Health Program
- L. Other School Facility Areas and Equipment
 - a. Compliance with Building Codes
 - b. Building Systems
 - c. Building Soundness
 - d. Minimum Gross Square Footage
 - e. Critical Health or Safety Issues

School District Pendergast Elementary School District
 Representative Name (Please Print) Brian Mee
 Representative Signature Brian Mee
 Title Chief Business Officer Date 7-11-16 Application No. GPA16-02/ZON16-01

The completed Certification of Adequate School Facilities should be forwarded to:
 Tabitha Perry, Assistant Planning Director
 City of Glendale Planning
 5850 West Glendale Avenue, Suite 212
 Glendale, Arizona 85301

**Certification of Adequate School Facilities
for
Residential Rezoning – Glendale, Arizona
Revised November 2001**

Glendale City Ordinance No. 2104 applies to applications for residential rezoning which will increase the projected number of students for any school district's attendance area. This includes applications for rezoning which change zoning classifications from non-residential to residential and rezonings, which change residential zoning classifications to a higher density classification.

To be completed by City Staff

City Application Number: GPA16-02 & ZON16-01
City Staff Contact: Tabitha Perry Telephone: (623) 930-2596
Property Address: 8847 West Glendale Avenue (Southeast corner of Glendale Avenue & 89th Avenue)
Property Size: Over all master plan is +/- 19 acres (Single-Family residential portion is +/- 11 acres)
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Proposed # of Dwelling Units: Single Family: 63 Multi-Family: Senior Living units +/-130
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Single Family: 63 Multi-Family: Senior Living units +/-130
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Middle: Pendergast Elementary School District
High School: Tolleson Union High School District #214
Impacted School(s): Elementary: Desert Mirage Elementary School
Middle: Desert Mirage Elementary School
High School: Copper Canyon
Applicant/Contact for Rezoning Application: Stephen Earl or Ricardo Toris of Earl, Curley & Lagarde
Address: 3101 N. Central Avenue, Suite 1000, Phoenix, Arizona 85012
Telephone: (602) 265-0094 Fax: (602) 265-2195
Email: searl@ecllaw.com or rtoris@ecllaw.com
Sent for Certification to: Superintendent-Dr. Lexi Cunningham
Referred Date: June 21, 2016
Response Deadline: July 22, 2016
Response Date: _____

If no response is received by this date, it will be assumed that there are adequate school facilities for the proposed rezoning.

**Certification of Adequate School Facilities
for
Residential Rezoning – Glendale, Arizona
Revised November 2001**

To Be Completed By School Official (Choose One)

1. X The school district has adequate facilities to accommodate the projected number of new students within the school district attendance area that will be generated by this rezoning request.
2. _____ The school district will have adequate school facilities by a planned capital improvement to be constructed within one (1) year and located within the school district's attendance area affected by this residential rezoning request.
3. _____ The school district has determined an existing or proposed charter school can provide adequate school facilities.
4. _____ The applicant and the school district have entered into an agreement to provide, or help to provide, adequate school facilities in a timely manner within the school district's attendance area affected by this residential rezoning request. Details of this agreement are not required.
5. _____ The school does not have adequate school facilities to accommodate projected growth attributable to the rezoning.

If response number five (5) is selected, please provide specific details regarding the factors contributing to the lack of adequate facilities as related to the School Facilities Board Guidelines. Indicate where facilities are not adequate. Attach additional details as necessary.

- | | |
|--|-------|
| A. School Site | _____ |
| B. Academic Classroom Space | _____ |
| C. Classroom Fixtures and Equipment | _____ |
| D. Libraries and Media Centers | _____ |
| E. Auditoriums and Multipurpose Rooms | _____ |
| F. Technology | _____ |
| G. Transportation | _____ |
| H. Science Facilities | _____ |
| I. Arts Facilities | _____ |
| J. Vocational Educational Education Facilities | _____ |
| K. Physical Education-Comprehensive Health Program | _____ |
| L. Other School Facility Areas and Equipment | _____ |
| a. Compliance with Building Codes | _____ |
| b. Building Systems | _____ |
| c. Building Soundness | _____ |
| d. Minimum Gross Square Footage | _____ |
| e. Critical Health or Safety Issues | _____ |

School District Tolleson Union High School District

Representative Name (Please Print) _____

Representative Signature _____

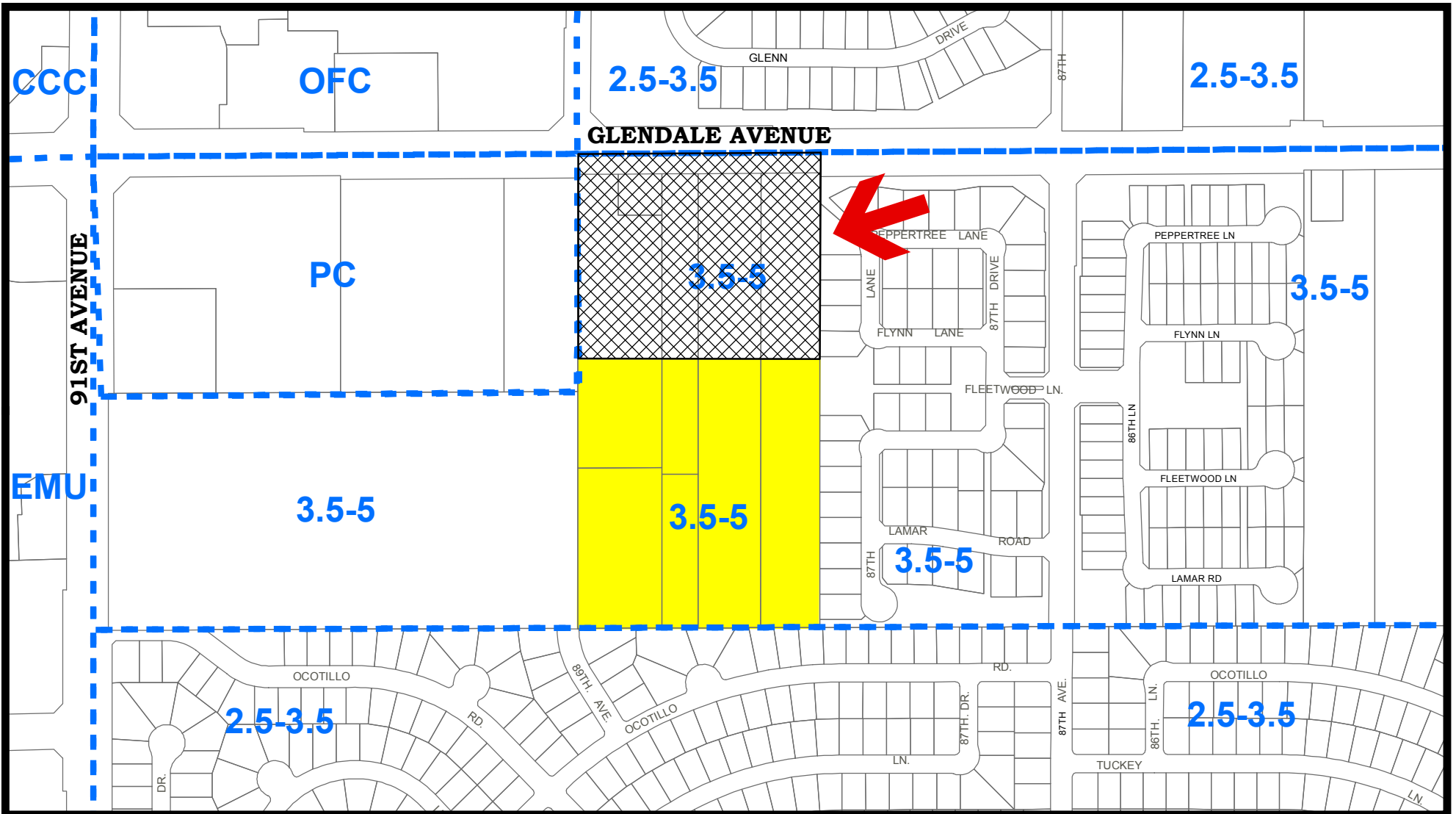
Title SUPERINTENDENT

Date 6-27-16

Application No. GPA16-02/ZON16-01

The completed Certification of Adequate School Facilities should be forwarded to:

**Tabitha Perry, Assistant Planning Director
City of Glendale Planning
5850 West Glendale Avenue, Suite 212
Glendale, Arizona 85301**



CASE NUMBER

GPA16-02

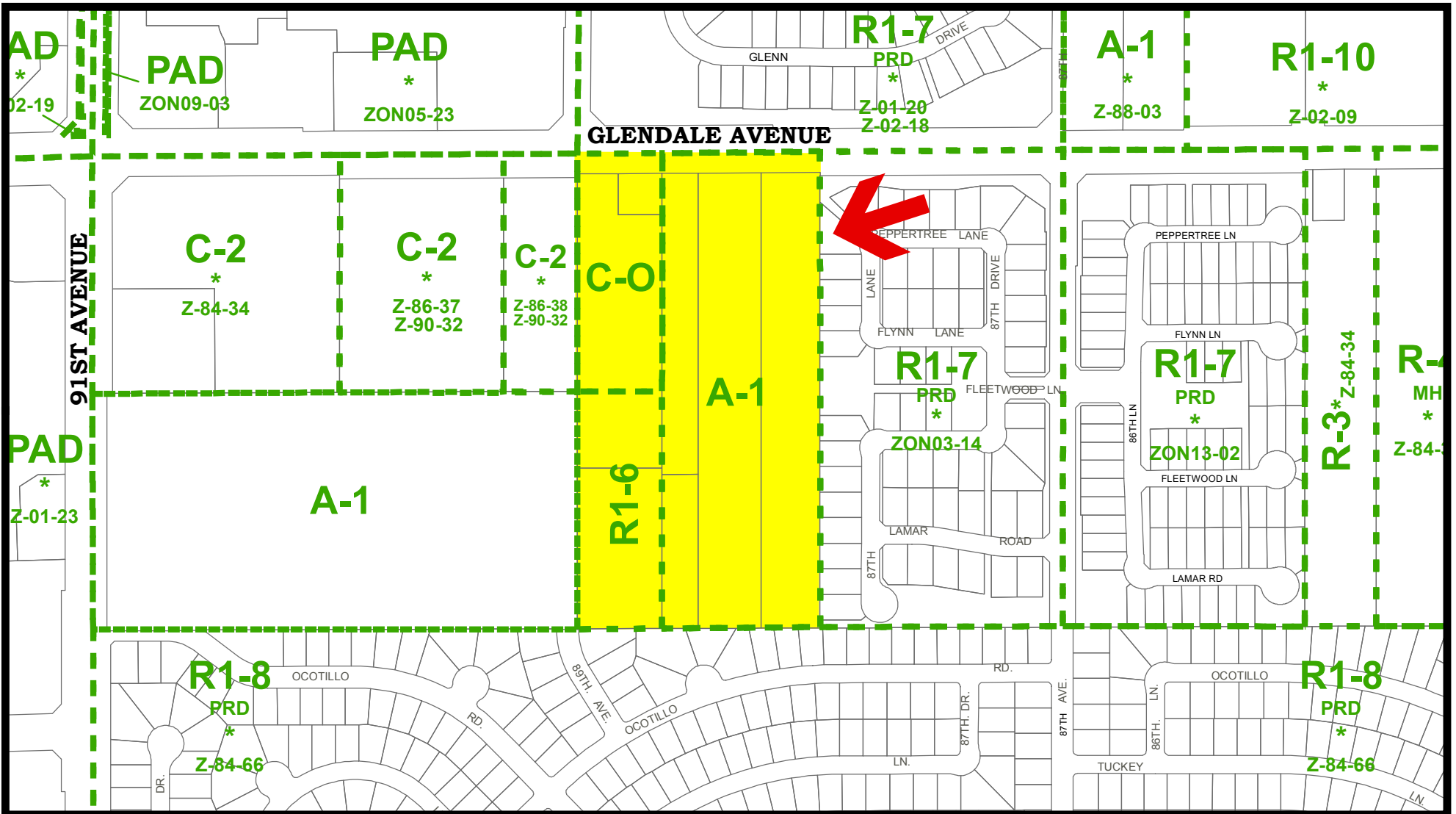


LOCATION

8847 W. GLENDALE AVENUE

REQUEST

AMEND THE GENERAL PLAN FROM MEDIUM DENSITY RESIDENTIAL (3.5-5 DU/AC) TO ■ MEDIUM-HIGH DENSITY RESIDENTIAL (5-8 DU/AC) AND ■ HIGH DENSITY RESIDENTIAL (20-30 DU/AC).



CASE NUMBER

ZON16-01



REQUEST

REZONE A 19 ACRE PARCEL FROM A-1 (AGRICULTURAL), C-O (COMMERCIAL OFFICE) AND R1-6 (SINGLE FAMILY RESIDENTIAL) TO PAD (PLANNED AREA DEVELOPMENT).

LOCATION

8847 W. GLENDALE AVENUE



Aerial Date: October 2014



CASE NUMBER

**GPA16-02
ZON16-01**





Legislation Description

File #: 16-392, **Version:** 1

RESOLUTION NO. 5154 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, DECLARING THE OFFICIAL CANVASS OF VOTES CAST IN THE CITY OF GLENDALE PRIMARY ELECTION HELD AUGUST 30, 2016; DECLARING THE ELECTION OF THE MAYOR AND THREE COUNCILMEMBERS; AND ORDERING THAT A CERTIFIED COPY OF THIS RESOLUTION BE RECORDED.

Staff Contact: Julie K. Bower, City Clerk

Purpose and Recommended Action

This is a request for City Council to adopt a resolution declaring and adopting the results of the August 30, 2016 Primary Election. Staff is requesting Council waive reading beyond the title and pass, adopt and approve a resolution containing the Primary Election results.

Background

A.R.S. § 16-642 (A) requires that “the governing body holding an election shall meet and canvass the election not less than six days nor more than twenty days following the election.”

Previous Related Council Action

On April 26, 2016, Council passed, adopted and approved Resolution 5088 calling for the 2016 Elections.

On March 22, 2016, Council passed, adopted and approved Resolution 5075 authorizing the entering into of an intergovernmental agreement with Maricopa County Elections to provide election services.

RESOLUTION NO. 5154 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, DECLARING THE OFFICIAL CANVASS OF VOTES CAST IN THE CITY OF GLENDALE PRIMARY ELECTION HELD AUGUST 30, 2016; DECLARING THE ELECTION OF THE MAYOR AND THREE COUNCILMEMBERS; AND ORDERING THAT A CERTIFIED COPY OF THIS RESOLUTION BE RECORDED.

WHEREAS, the City of Glendale held a Primary Election Tuesday, August 30, 2016, for the purpose of electing persons to the office of Mayor and Councilmember in the Sahuaro, Cactus and Yucca Districts; and

WHEREAS, A.R.S. § 16-642 requires that the City Council canvass the returns of the election not less than six (6) days nor more than twenty (20) days following the election; and

WHEREAS, the City Council having canvassed the returns of the August 30, 2016 Primary Election, finds the returns to be as stated in this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the total number of ballots rejected was 361 (Exhibit A).

SECTION 2. That the total number of provisional ballots to be verified at said Primary Election, shown on Maricopa County's Provisional Ballots printout (Exhibit B) was 166. Of these, 67 ballots to be verified were found to be invalid.

SECTION 3. That the total number of votes cast at said Primary Election, as shown by the Precinct Canvass report was 25,939 (Exhibit C).

SECTION 4. That the votes cast for the candidates for Councilmember were as follows:

<u>District/Name</u>	<u>Vote Total</u>
<u>MAYOR</u>	
Burdick, Mark	12,767
Weiers, Jerry	13,172
<u>SAHUARO DISTRICT</u>	
Malnar, Ray	4,634

CACTUS DISTRICT

Hugh, Ian 3,147

YUCCA DISTRICT

Chavira, Samuel 1,545
Clark, Joyce V 1,591

SECTION 5. That it is found, determined, and declared of record that the following candidates received the greatest number of votes cast for the office of Mayor and Councilmember in the Sahuaro, Cactus and Yucca Districts and are issued a certificate of election:

MAYOR

Weiers, Jerry

SAHUARO DISTRICT

Malnar, Ray

CACTUS DISTRICT

Hugh, Ian

YUCCA DISTRICT

Clark, Joyce

SECTION 6. The votes cast for Proposition 497, Envision Glendale 2040, the City of Glendale General Plan, were as follows:

Yes	16,321
No	6,601
TOTAL	22,922

SECTION 7. That it is found, determined, and declared of record that Proposition No. 497, having received a number of votes that was more than the majority of the votes cast, was approved by the qualified electors.

SECTION 8. That Exhibits A through C attached to this resolution include a detailed canvass of vote for the August 30, 2016 Primary Election.

SECTION 9. That the City Clerk is instructed and authorized to forward a certified copy of this resolution for recording to the Maricopa County Recorder's Office.

REJECTED BALLOTS BY PRECINCT / CPC

Election Title: MARICOPA COUNTY

Election Number: 1300

Election Date: 08/30/2016

GLENDALE 1 - CHOLLA; GLENDALE 2 - SAHUARO; GLENDALE 3 - BARREL; GLENDALE 4 - OCOTILLO; GLENDALE 5 - CACTUS;
GLENDALE 6 - YUCCA; GLENDALE

<u>Precinct/CPC Number</u>	<u>Precinct/CPC Name</u>	<u>Reason</u>	<u>Number Rejected</u>
0013	ALSUP	NO SIGNATURE	1
0014	ALTADENA	RETURNED LATE	1
0019	ANGELA	RETURNED LATE	13
		NO SIGNATURE	4
0029	ARROWHEAD RANCH	RETURNED LATE	6
		NO SIGNATURE	1
0042	BEARDSLEY	BAD SIGNATURE	3
		RETURNED LATE	22
		NO SIGNATURE	6
0043	BERYL	BAD SIGNATURE	1
		RETURNED LATE	7
		NO SIGNATURE	3
0045	BETHANY PARK	BAD SIGNATURE	2
		RETURNED LATE	1
0057	BONSALL PARK	NO SIGNATURE	2
0058	BREWER	BAD SIGNATURE	1
		RETURNED LATE	12

Date: 9/8/2016

RECORDER'S INFORMATION SYSTEMS CENTER
REJECTED BALLOTS BY PRECINCT / CPC

Time: 2:45 pm

Election Title: MARICOPA COUNTY

Election Number: 1300

Election Date: 08/30/2016

GLENDALE 1 - CHOLLA; GLENDALE 2 - SAHUARO; GLENDALE 3 - BARREL; GLENDALE 4 - OCOTILLO; GLENDALE 5 - CACTUS;
GLENDALE 6 - YUCCA; GLENDALE

<u>Precinct/CPC Number</u>	<u>Precinct/CPC Name</u>	<u>Reason</u>	<u>Number Rejected</u>
		NO SIGNATURE	1
0068	BUTLER	BAD SIGNATURE	1
		RETURNED LATE	13
		NO SIGNATURE	1
0087	CAROL ANN	BAD SIGNATURE	3
		RETURNED LATE	4
0088	CARON	BAD SIGNATURE	1
		RETURNED LATE	7
		NO SIGNATURE	1
0098	CHALLENGER	BAD SIGNATURE	1
		RETURNED LATE	4
		NO SIGNATURE	1
0104	CHRISTY	RETURNED LATE	2
0120	COLTER	RETURNED LATE	5
		NO SIGNATURE	1
0129	COPPERWOOD	BAD SIGNATURE	1
		RETURNED LATE	2

Date: 9/8/2016

RECORDER'S INFORMATION SYSTEMS CENTER
REJECTED BALLOTS BY PRECINCT / CPC

Time: 2:45 pm

Election Title: MARICOPA COUNTY

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Election Date: 08/30/2016

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GLENDALE 6 - YUCCA; GLENDALE

<u>Precinct/CPC Number</u>	<u>Precinct/CPC Name</u>	<u>Reason</u>	<u>Number Rejected</u>
0142	COUNTRY GABLES	BAD SIGNATURE	1
		RETURNED LATE	1
		NO SIGNATURE	1
0178	DESERT MIRAGE	BAD SIGNATURE	1
		RETURNED LATE	4
		NO SIGNATURE	1
0244	GEMINI	RETURNED LATE	6
		NO SIGNATURE	5
0252	GLENCROFT	BAD SIGNATURE	4
		RETURNED LATE	14
0266	GREENBRIAR	BAD SIGNATURE	1
		RETURNED LATE	15
		NO SIGNATURE	4
0313	INDEPENDENCE	BAD SIGNATURE	5
		RETURNED LATE	5
		NO SIGNATURE	2
0324	JOHN CABOT	RETURNED LATE	8
		NO SIGNATURE	1

Date: 9/8/2016

RECORDER'S INFORMATION SYSTEMS CENTER
REJECTED BALLOTS BY PRECINCT / CPC

Time: 2:45 pm

Election Title: MARICOPA COUNTY

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Election Date: 08/30/2016

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GLENDALE 6 - YUCCA; GLENDALE

<u>Precinct/CPC Number</u>	<u>Precinct/CPC Name</u>	<u>Reason</u>	<u>Number Rejected</u>
0331	KALER	BAD SIGNATURE	1
		RETURNED LATE	9
		NO SIGNATURE	3
0373	LOS GATOS	BAD SIGNATURE	1
		RETURNED LATE	16
		NO SIGNATURE	2
0386	MANISTEE	RETURNED LATE	1
		NO SIGNATURE	1
0424	MONTEBELLO	BAD SIGNATURE	1
		RETURNED LATE	3
0466	PALO VERDE	BAD SIGNATURE	1
		RETURNED LATE	14
		NO SIGNATURE	4
0476	PECK	RETURNED LATE	4
0495	PIONEER	RETURNED LATE	9
		NO SIGNATURE	3
0498	POINSETTIA	RETURNED LATE	10
0505	PURPLE SAGE	BAD SIGNATURE	1

Date: 9/8/2016

RECORDER'S INFORMATION SYSTEMS CENTER
REJECTED BALLOTS BY PRECINCT / CPC

Time: 2:45 pm

Election Title: MARICOPA COUNTY

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GLENDALE 6 - YUCCA; GLENDALE

<u>Precinct/CPC Number</u>	<u>Precinct/CPC Name</u>	<u>Reason</u>	<u>Number Rejected</u>
		RETURNED LATE	10
		NO SIGNATURE	4
0513	READE	RETURNED LATE	1
		NO SIGNATURE	1
0529	RIVIERA	RETURNED LATE	2
0545	SAHUARO RANCH	BAD SIGNATURE	1
		RETURNED LATE	6
0571	SEVILLA	BAD SIGNATURE	1
		RETURNED LATE	1
0582	SIERRA VERDE	BAD SIGNATURE	1
		RETURNED LATE	6
		NO SIGNATURE	3
0607	ST MORITZ	RETURNED LATE	2
		NO SIGNATURE	1
0631	SUNUP	RETURNED LATE	2
0656	TUCKEY	RETURNED LATE	1
0670	VERMONT	RETURNED LATE	1
0683	WAHALLA	BAD SIGNATURE	2

Date: 9/8/2016

RECORDER'S INFORMATION SYSTEMS CENTER
REJECTED BALLOTS BY PRECINCT / CPC

Time: 2:45 pm

Election Title: MARICOPA COUNTY

Election Number: 1300

Election Date: 08/30/2016

GLENDALE 1 - CHOLLA; GLENDALE 2 - SAHUARO; GLENDALE 3 - BARREL; GLENDALE 4 - OCOTILLO; GLENDALE 5 - CACTUS;
GLENDALE 6 - YUCCA; GLENDALE

<u>Precinct/CPC Number</u>	<u>Precinct/CPC Name</u>	<u>Reason</u>	<u>Number Rejected</u>
		RETURNED LATE	9
		NO SIGNATURE	2
0689	WEST PLAZA	BAD SIGNATURE	2
		RETURNED LATE	2
		NO SIGNATURE	2
	Bad Signature Total:		38
	Returned Late Total:		261
	No Signature Total:		62
	Total Rejected:		361

MARICOPA COUNTY
RECORDER'S INFORMATION SYSTEMS CENTER
PROVISIONAL BALLOTS HAVA REQUIREMENTS

Election: 1300 MARICOPA COUNTY

CITY OF GLENDALE - CHOLLA, SAHUARO, BARREL, OCOTILLO, CACTUS & YUCCA

ELECTION	1300	MARICOPA COUNTY
PRECINCT	0013	
BALLOTS COUNTED:	0	
BALLOTS NOT COUNTED:	<u>1</u>	
TOTAL BALLOTS:	1	

1 B12 YOU WERE NOT ELIGIBLE TO VOTE IN THIS ELECTION.

ELECTION	1300	MARICOPA COUNTY
PRECINCT	0029	
BALLOTS COUNTED:	3	
BALLOTS NOT COUNTED:	<u>1</u>	
TOTAL BALLOTS:	4	

2 A1 NEW RESIDENT BALLOT
1 A7 ID ADDRESS DOESN'T MATCH SIGNATURE ROSTER
1 B14 YOU WENT TO THE WRONG POLLING PLACE FOR THIS ELECTION.

ELECTION	1300	MARICOPA COUNTY
PRECINCT	0042	
BALLOTS COUNTED:	2	
BALLOTS NOT COUNTED:	<u>1</u>	
TOTAL BALLOTS:	3	

1 A1 NEW RESIDENT BALLOT
1 A7 ID ADDRESS DOESN'T MATCH SIGNATURE ROSTER
1 B14 YOU WENT TO THE WRONG POLLING PLACE FOR THIS ELECTION.

ELECTION	1300	MARICOPA COUNTY
PRECINCT	0043	
BALLOTS COUNTED:	1	
BALLOTS NOT COUNTED:	<u>2</u>	
TOTAL BALLOTS:	3	

1 A7 ID ADDRESS DOESN'T MATCH SIGNATURE ROSTER
1 B12 YOU WERE NOT ELIGIBLE TO VOTE IN THIS ELECTION.
1 B14 YOU WENT TO THE WRONG POLLING PLACE FOR THIS ELECTION.

MARICOPA COUNTY
RECORDER'S INFORMATION SYSTEMS CENTER
PROVISIONAL BALLOTS HAVA REQUIREMENTS

Election: 1300 MARICOPA COUNTY

CITY OF GLENDALE - CHOLLA, SAHUARO, BARREL, OCOTILLO, CACTUS & YUCCA

ELECTION	1300	MARICOPA COUNTY
PRECINCT	0058	
BALLOTS COUNTED:	3	
BALLOTS NOT COUNTED:	<u>0</u>	
TOTAL BALLOTS:	3	

- 1 A2 EARLY BALLOT REQUESTED AND NOT RETURNED
- 2 A7 ID ADDRESS DOESN'T MATCH SIGNATURE ROSTER

ELECTION	1300	MARICOPA COUNTY
PRECINCT	0068	
BALLOTS COUNTED:	3	
BALLOTS NOT COUNTED:	<u>0</u>	
TOTAL BALLOTS:	3	

- 1 A1 NEW RESIDENT BALLOT
- 1 A3 OFFICE ERROR OCCURRED
- 1 A7 ID ADDRESS DOESN'T MATCH SIGNATURE ROSTER

ELECTION	1300	MARICOPA COUNTY
PRECINCT	0071	
BALLOTS COUNTED:	14	
BALLOTS NOT COUNTED:	<u>2</u>	
TOTAL BALLOTS:	16	

- 2 A1 NEW RESIDENT BALLOT
- 1 A2 EARLY BALLOT REQUESTED AND NOT RETURNED
- 1 A4 HARASSMENT CODED VOTER
- 10 A7 ID ADDRESS DOESN'T MATCH SIGNATURE ROSTER
- 2 B14 YOU WENT TO THE WRONG POLLING PLACE FOR THIS ELECTION.

MARICOPA COUNTY
RECORDER'S INFORMATION SYSTEMS CENTER
PROVISIONAL BALLOTS HAVA REQUIREMENTS

Election: 1300 MARICOPA COUNTY

CITY OF GLENDALE - CHOLLA, SAHUARO, BARREL, OCOTILLO, CACTUS & YUCCA

ELECTION	1300	MARICOPA COUNTY
PRECINCT	0087	
BALLOTS COUNTED:	7	
BALLOTS NOT COUNTED:	10	
TOTAL BALLOTS:	17	

2	A1 NEW RESIDENT BALLOT
1	A2 EARLY BALLOT REQUESTED AND NOT RETURNED
4	A7 ID ADDRESS DOESN'T MATCH SIGNATURE ROSTER
1	B12 YOU WERE NOT ELIGIBLE TO VOTE IN THIS ELECTION.
9	B14 YOU WENT TO THE WRONG POLLING PLACE FOR THIS ELECTION.

ELECTION	1300	MARICOPA COUNTY
PRECINCT	0088	
BALLOTS COUNTED:	3	
BALLOTS NOT COUNTED:	0	
TOTAL BALLOTS:	3	

1	A2 EARLY BALLOT REQUESTED AND NOT RETURNED
2	A7 ID ADDRESS DOESN'T MATCH SIGNATURE ROSTER

ELECTION	1300	MARICOPA COUNTY
PRECINCT	0098	
BALLOTS COUNTED:	1	
BALLOTS NOT COUNTED:	3	
TOTAL BALLOTS:	4	

1	A7 ID ADDRESS DOESN'T MATCH SIGNATURE ROSTER
1	B10 YOU ARE NOT REGISTERED TO VOTE
1	B12 YOU WERE NOT ELIGIBLE TO VOTE IN THIS ELECTION.
1	B14 YOU WENT TO THE WRONG POLLING PLACE FOR THIS ELECTION.

MARICOPA COUNTY
RECORDER'S INFORMATION SYSTEMS CENTER
PROVISIONAL BALLOTS HAVA REQUIREMENTS

Election: 1300 MARICOPA COUNTY

CITY OF GLENDALE - CHOLLA, SAHUARO, BARREL, OCOTILLO, CACTUS & YUCCA

ELECTION	1300	MARICOPA COUNTY
PRECINCT	0104	
BALLOTS COUNTED:	1	
BALLOTS NOT COUNTED:	2	
TOTAL BALLOTS:	3	

- 1 A7 ID ADDRESS DOESN'T MATCH SIGNATURE ROSTER
- 1 B10 YOU ARE NOT REGISTERED TO VOTE
- 1 B12 YOU WERE NOT ELIGIBLE TO VOTE IN THIS ELECTION.

ELECTION	1300	MARICOPA COUNTY
PRECINCT	0129	
BALLOTS COUNTED:	2	
BALLOTS NOT COUNTED:	3	
TOTAL BALLOTS:	5	

- 2 A7 ID ADDRESS DOESN'T MATCH SIGNATURE ROSTER
- 3 B14 YOU WENT TO THE WRONG POLLING PLACE FOR THIS ELECTION.

ELECTION	1300	MARICOPA COUNTY
PRECINCT	0138	
BALLOTS COUNTED:	1	
BALLOTS NOT COUNTED:	0	
TOTAL BALLOTS:	1	

- 1 A1 NEW RESIDENT BALLOT

ELECTION	1300	MARICOPA COUNTY
PRECINCT	0142	
BALLOTS COUNTED:	0	
BALLOTS NOT COUNTED:	1	
TOTAL BALLOTS:	1	

- 1 B10 YOU ARE NOT REGISTERED TO VOTE

MARICOPA COUNTY
RECORDER'S INFORMATION SYSTEMS CENTER
PROVISIONAL BALLOTS HAVA REQUIREMENTS

Election: 1300 MARICOPA COUNTY

CITY OF GLENDALE - CHOLLA, SAHUARO, BARREL, OCOTILLO, CACTUS & YUCCA

ELECTION	1300	MARICOPA COUNTY
PRECINCT	0143	
BALLOTS COUNTED:	1	
BALLOTS NOT COUNTED:	2	
TOTAL BALLOTS:	3	

1	A1 NEW RESIDENT BALLOT
2	B14 YOU WENT TO THE WRONG POLLING PLACE FOR THIS ELECTION.

ELECTION	1300	MARICOPA COUNTY
PRECINCT	0178	
BALLOTS COUNTED:	3	
BALLOTS NOT COUNTED:	0	
TOTAL BALLOTS:	3	

1	A2 EARLY BALLOT REQUESTED AND NOT RETURNED
1	A4 HARASSMENT CODED VOTER
1	A7 ID ADDRESS DOESN'T MATCH SIGNATURE ROSTER

ELECTION	1300	MARICOPA COUNTY
PRECINCT	0244	
BALLOTS COUNTED:	2	
BALLOTS NOT COUNTED:	0	
TOTAL BALLOTS:	2	

1	A1 NEW RESIDENT BALLOT
1	A7 ID ADDRESS DOESN'T MATCH SIGNATURE ROSTER

ELECTION	1300	MARICOPA COUNTY
PRECINCT	0252	
BALLOTS COUNTED:	9	
BALLOTS NOT COUNTED:	5	
TOTAL BALLOTS:	14	

2	A1 NEW RESIDENT BALLOT
3	A2 EARLY BALLOT REQUESTED AND NOT RETURNED
4	A7 ID ADDRESS DOESN'T MATCH SIGNATURE ROSTER
3	B13 YOUR EARLY BALLOT WAS SENT, RETURNED AND COUNTED
2	B14 YOU WENT TO THE WRONG POLLING PLACE FOR THIS ELECTION.

MARICOPA COUNTY
RECORDER'S INFORMATION SYSTEMS CENTER
PROVISIONAL BALLOTS HAVA REQUIREMENTS

Election: 1300 MARICOPA COUNTY

CITY OF GLENDALE - CHOLLA, SAHUARO, BARREL, OCOTILLO, CACTUS & YUCCA

ELECTION	1300	MARICOPA COUNTY
PRECINCT	0266	
BALLOTS COUNTED:	4	
BALLOTS NOT COUNTED:	<u>6</u>	
TOTAL BALLOTS:	10	

1	A1 NEW RESIDENT BALLOT
1	A2 EARLY BALLOT REQUESTED AND NOT RETURNED
1	A4 HARASSMENT CODED VOTER
1	A7 ID ADDRESS DOESN'T MATCH SIGNATURE ROSTER
6	B14 YOU WENT TO THE WRONG POLLING PLACE FOR THIS ELECTION.

ELECTION	1300	MARICOPA COUNTY
PRECINCT	0313	
BALLOTS COUNTED:	5	
BALLOTS NOT COUNTED:	<u>2</u>	
TOTAL BALLOTS:	7	

3	A1 NEW RESIDENT BALLOT
1	A2 EARLY BALLOT REQUESTED AND NOT RETURNED
1	A7 ID ADDRESS DOESN'T MATCH SIGNATURE ROSTER
2	B12 YOU WERE NOT ELIGIBLE TO VOTE IN THIS ELECTION.

ELECTION	1300	MARICOPA COUNTY
PRECINCT	0324	
BALLOTS COUNTED:	1	
BALLOTS NOT COUNTED:	<u>0</u>	
TOTAL BALLOTS:	1	

1	A7 ID ADDRESS DOESN'T MATCH SIGNATURE ROSTER
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MARICOPA COUNTY
RECORDER'S INFORMATION SYSTEMS CENTER
PROVISIONAL BALLOTS HAVA REQUIREMENTS

Election: 1300 MARICOPA COUNTY

CITY OF GLENDALE - CHOLLA, SAHUARO, BARREL, OCOTILLO, CACTUS & YUCCA

ELECTION	1300	MARICOPA COUNTY
PRECINCT	0331	
BALLOTS COUNTED:	3	
BALLOTS NOT COUNTED:	<u>5</u>	
TOTAL BALLOTS:	8	

2	A1 NEW RESIDENT BALLOT
1	A7 ID ADDRESS DOESN'T MATCH SIGNATURE ROSTER
3	B12 YOU WERE NOT ELIGIBLE TO VOTE IN THIS ELECTION.
2	B14 YOU WENT TO THE WRONG POLLING PLACE FOR THIS ELECTION.

ELECTION	1300	MARICOPA COUNTY
PRECINCT	0373	
BALLOTS COUNTED:	3	
BALLOTS NOT COUNTED:	<u>1</u>	
TOTAL BALLOTS:	4	

1	A1 NEW RESIDENT BALLOT
1	A2 EARLY BALLOT REQUESTED AND NOT RETURNED
1	A3 OFFICE ERROR OCCURRED
1	B14 YOU WENT TO THE WRONG POLLING PLACE FOR THIS ELECTION.

ELECTION	1300	MARICOPA COUNTY
PRECINCT	0386	
BALLOTS COUNTED:	2	
BALLOTS NOT COUNTED:	<u>4</u>	
TOTAL BALLOTS:	6	

2	A1 NEW RESIDENT BALLOT
1	B10 YOU ARE NOT REGISTERED TO VOTE
1	B12 YOU WERE NOT ELIGIBLE TO VOTE IN THIS ELECTION.
2	B14 YOU WENT TO THE WRONG POLLING PLACE FOR THIS ELECTION.

MARICOPA COUNTY
RECORDER'S INFORMATION SYSTEMS CENTER
PROVISIONAL BALLOTS HAVA REQUIREMENTS

Election: 1300 MARICOPA COUNTY

CITY OF GLENDALE - CHOLLA, SAHUARO, BARREL, OCOTILLO, CACTUS & YUCCA

ELECTION	1300	MARICOPA COUNTY
PRECINCT	0424	
BALLOTS COUNTED:	1	
BALLOTS NOT COUNTED:	1	
TOTAL BALLOTS:	2	

1	A1 NEW RESIDENT BALLOT
1	B14 YOU WENT TO THE WRONG POLLING PLACE FOR THIS ELECTION.

ELECTION	1300	MARICOPA COUNTY
PRECINCT	0466	
BALLOTS COUNTED:	1	
BALLOTS NOT COUNTED:	4	
TOTAL BALLOTS:	5	

1	A7 ID ADDRESS DOESN'T MATCH SIGNATURE ROSTER
2	B12 YOU WERE NOT ELIGIBLE TO VOTE IN THIS ELECTION.
1	B13 YOUR EARLY BALLOT WAS SENT, RETURNED AND COUNTED
1	B14 YOU WENT TO THE WRONG POLLING PLACE FOR THIS ELECTION.

ELECTION	1300	MARICOPA COUNTY
PRECINCT	0476	
BALLOTS COUNTED:	2	
BALLOTS NOT COUNTED:	0	
TOTAL BALLOTS:	2	

2	A7 ID ADDRESS DOESN'T MATCH SIGNATURE ROSTER
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ELECTION	1300	MARICOPA COUNTY
PRECINCT	0495	
BALLOTS COUNTED:	6	
BALLOTS NOT COUNTED:	0	
TOTAL BALLOTS:	6	

3	A4 HARASSMENT CODED VOTER
3	A7 ID ADDRESS DOESN'T MATCH SIGNATURE ROSTER

MARICOPA COUNTY
RECORDER'S INFORMATION SYSTEMS CENTER
PROVISIONAL BALLOTS HAVA REQUIREMENTS

Election: 1300 MARICOPA COUNTY

CITY OF GLENDALE - CHOLLA, SAHUARO, BARREL, OCOTILLO, CACTUS & YUCCA

ELECTION	1300	MARICOPA COUNTY
PRECINCT	0498	
BALLOTS COUNTED:	1	
BALLOTS NOT COUNTED:	0	
TOTAL BALLOTS:	1	

1 A1 NEW RESIDENT BALLOT

ELECTION	1300	MARICOPA COUNTY
PRECINCT	0505	
BALLOTS COUNTED:	2	
BALLOTS NOT COUNTED:	0	
TOTAL BALLOTS:	2	

1 A2 EARLY BALLOT REQUESTED AND NOT RETURNED
1 A7 ID ADDRESS DOESN'T MATCH SIGNATURE ROSTER

ELECTION	1300	MARICOPA COUNTY
PRECINCT	0513	
BALLOTS COUNTED:	1	
BALLOTS NOT COUNTED:	0	
TOTAL BALLOTS:	1	

1 A7 ID ADDRESS DOESN'T MATCH SIGNATURE ROSTER

ELECTION	1300	MARICOPA COUNTY
PRECINCT	0529	
BALLOTS COUNTED:	1	
BALLOTS NOT COUNTED:	3	
TOTAL BALLOTS:	4	

1 A7 ID ADDRESS DOESN'T MATCH SIGNATURE ROSTER
3 B14 YOU WENT TO THE WRONG POLLING PLACE FOR THIS ELECTION.

MARICOPA COUNTY
RECORDER'S INFORMATION SYSTEMS CENTER
PROVISIONAL BALLOTS HAVA REQUIREMENTS

Election: 1300 MARICOPA COUNTY

CITY OF GLENDALE - CHOLLA, SAHUARO, BARREL, OCOTILLO, CACTUS & YUCCA

ELECTION	1300	MARICOPA COUNTY
PRECINCT	0545	
BALLOTS COUNTED:	3	
BALLOTS NOT COUNTED:	<u>0</u>	
TOTAL BALLOTS:	3	

3 A1 NEW RESIDENT BALLOT

ELECTION	1300	MARICOPA COUNTY
PRECINCT	0552	
BALLOTS COUNTED:	0	
BALLOTS NOT COUNTED:	<u>1</u>	
TOTAL BALLOTS:	1	

1 B14 YOU WENT TO THE WRONG POLLING PLACE FOR THIS ELECTION.

ELECTION	1300	MARICOPA COUNTY
PRECINCT	0571	
BALLOTS COUNTED:	1	
BALLOTS NOT COUNTED:	<u>0</u>	
TOTAL BALLOTS:	1	

1 A1 NEW RESIDENT BALLOT

ELECTION	1300	MARICOPA COUNTY
PRECINCT	0582	
BALLOTS COUNTED:	0	
BALLOTS NOT COUNTED:	<u>3</u>	
TOTAL BALLOTS:	3	

1 B12 YOU WERE NOT ELIGIBLE TO VOTE IN THIS ELECTION.
2 B14 YOU WENT TO THE WRONG POLLING PLACE FOR THIS ELECTION.

MARICOPA COUNTY
RECORDER'S INFORMATION SYSTEMS CENTER
PROVISIONAL BALLOTS HAVA REQUIREMENTS

Election: 1300 MARICOPA COUNTY

CITY OF GLENDALE - CHOLLA, SAHUARO, BARREL, OCOTILLO, CACTUS & YUCCA

ELECTION	1300	MARICOPA COUNTY
PRECINCT	0607	
BALLOTS COUNTED:	1	
BALLOTS NOT COUNTED:	1	
TOTAL BALLOTS:	2	

1 A7 ID ADDRESS DOESN'T MATCH SIGNATURE ROSTER
1 B10 YOU ARE NOT REGISTERED TO VOTE

ELECTION	1300	MARICOPA COUNTY
PRECINCT	0631	
BALLOTS COUNTED:	1	
BALLOTS NOT COUNTED:	1	
TOTAL BALLOTS:	2	

1 A2 EARLY BALLOT REQUESTED AND NOT RETURNED
1 B13 YOUR EARLY BALLOT WAS SENT, RETURNED AND COUNTED

ELECTION	1300	MARICOPA COUNTY
PRECINCT	0656	
BALLOTS COUNTED:	1	
BALLOTS NOT COUNTED:	1	
TOTAL BALLOTS:	2	

1 A2 EARLY BALLOT REQUESTED AND NOT RETURNED
1 B17 INSUFFICIENT IDENTIFICATION PROVIDED AFTER ELECTION DAY

ELECTION	1300	MARICOPA COUNTY
PRECINCT	0670	
BALLOTS COUNTED:	0	
BALLOTS NOT COUNTED:	0	
TOTAL BALLOTS:	0	

MARICOPA COUNTY
RECORDER'S INFORMATION SYSTEMS CENTER
PROVISIONAL BALLOTS HAVA REQUIREMENTS

Election: 1300 MARICOPA COUNTY

CITY OF GLENDALE - CHOLLA, SAHUARO, BARREL, OCOTILLO, CACTUS & YUCCA

ELECTION	1300	MARICOPA COUNTY
PRECINCT	0683	
BALLOTS COUNTED:	3	
BALLOTS NOT COUNTED:	<u>0</u>	
TOTAL BALLOTS:	3	

3 A7 ID ADDRESS DOESN'T MATCH SIGNATURE ROSTER

ELECTION	1300	MARICOPA COUNTY
PRECINCT	0689	
BALLOTS COUNTED:	0	
BALLOTS NOT COUNTED:	<u>1</u>	
TOTAL BALLOTS:	1	

1 B14 YOU WENT TO THE WRONG POLLING PLACE FOR THIS ELECTION.

BV10B
DATE: 9/9/2016

MARICOPA COUNTY
RECORDER'S INFORMATION SYSTEMS CENTER
PROVISIONAL BALLOTS HAVA REQUIREMENTS

PAGE: 13
TIME: 1:37:08PM

Election: 1300 MARICOPA COUNTY

CITY OF GLENDALE - CHOLLA, SAHUARO, BARREL, OCOTILLO, CACTUS & YUCCA

SUMMARY REPORT TOTALS

BALLOTS COUNTED:	99
BALLOTS NOT COUNTED:	67
TOTAL BALLOTS:	166

MRC_20160830_E
8/30/2016
Precinct Canvass
MARICOPA COUNTY

1 MAYOR - CITY OF GLENDALE
2 CITY OF GLENDALE PROP 497

			1	1	1	1	1		2	2	2	2		
	Registered	Ballots Cast	Turnout (%)	BURDICK, MARK	WEIERS, JERRY	Write-In Candidate	Over Votes	Under Votes	YES	NO	Over Votes	Under Votes		
0013 ALSUP	452	61	13.50	27	25			9	41	5		15		
0014 ALTADENA	1458	508	34.84	217	259			32	272	141		95		
0019 ANGELA	4134	1196	28.93	520	599		1	76	696	233	1	266		
0029 ARROWHEAD RANCH	1908	581	30.45	265	275	3	4	34	341	109		131		
0042 BEARDSLEY	4402	1530	34.76	777	664	1	3	85	921	286		323		
0043 BERYL	1741	557	31.99	240	285	2	3	27	325	126		106		
0045 BETHANY PARK	957	155	16.20	71	72		1	11	85	46		24		
0057 BONSALL PARK	862	115	13.34	54	51	1	1	8	67	32		16		
0058 BREWER	3066	880	28.70	381	425		2	72	519	195	1	165		
0068 BUTLER	5800	1461	25.19	613	779	5	4	60	876	361	2	222		
0071 CALAVAR	1501	442	29.45	223	178		2	39	240	103	1	98		
0087 CAROL ANN	4101	993	24.21	475	415	7	6	90	567	252		174		
0088 CARON	2601	712	27.37	277	403		2	30	414	174	1	123		
0098 CHALLENGER	2427	317	13.06	141	165	1		10	192	80		45		
0104 CHRISTY	1703	486	28.54	214	250	2		20	293	135		58		
0120 COLTER	1427	299	20.95	129	154	1		15	178	88		33		
0129 COPPERWOOD	1709	451	26.39	208	221	1	1	20	258	118		75		
0138 WADDELL	0	0	0.00											
0142 COUNTRY GABLES	1391	348	25.02	141	173	3	1	30	198	96		54		
0143 COUNTRY MEADOWS	2	2	100.00		2				1	1				
0178 DESERT MIRAGE	2485	671	27.00	330	312	1	1	27	412	163		96		
0244 GEMINI	3068	847	27.61	386	406	2	1	52	495	208		144		
0252 GLENCROFT	2553	624	24.44	237	336	3	2	46	389	121		114		
0266 GREENBRIAR	2638	853	32.34	383	404	2	1	63	495	212		146		
0313 INDEPENDENCE	3410	666	19.53	322	305	3	1	35	388	189		89		
0324 JOHN CABOT	3279	858	26.17	401	373	3	2	79	449	205		204		
0331 KALER	4349	1054	24.24	470	512	3	8	61	647	248		159		
0373 LOS GATOS	4044	1367	33.80	671	593	2	4	97	815	234		318		
0386 MANISTEE	2427	473	19.49	215	235		4	19	300	113		60		
0424 MONTEBELLO	1961	315	16.06	166	122	2	3	22	188	81		46		
0466 PALO VERDE	5039	1417	28.12	589	746	5	3	74	820	395	1	201		
0476 PECK	1712	269	15.71	123	131	2	2	11	158	84	1	26		
0495 PIONEER	1768	633	35.80	314	273	1	1	44	334	165		134		
0498 POINSETTIA	1003	318	31.70	139	157		2	20	199	55		64		
0505 PURPLE SAGE	3378	683	20.22	334	293	2	3	51	417	148		118		
0513 READE	1681	331	19.69	165	154	3	1	8	202	100	1	28		
0529 RIVIERA	1743	524	30.06	267	237	1		19	319	131		74		
0545 SAHUARO RANCH	2175	595	27.36	270	294	1	2	28	339	143		113		
0552 SAN MIGUEL	787	85	10.80	48	28	1		8	46	26		13		
0571 SEVILLA	1522	266	17.48	109	132	2		23	147	77		42		
0582 SIERRA VERDE	1726	446	25.84	219	196			31	259	83		104		
0607 ST MORITZ	2335	555	23.77	255	258	2	2	38	320	132		103		
0631 SUNUP	2183	496	22.72	213	240	3	4	36	305	116		75		
0656 TUCKEY	1423	200	14.05	98	89	2		11	122	49		29		
0670 VERMONT	2654	610	22.98	307	265	2	1	35	348	165		97		
0683 WAHALLA	3562	1031	28.94	484	456	5	3	83	609	216	1	205		
0689 WEST PLAZA	3155	547	17.34	279	230	3		35	315	161		71		
	109702	27828	25.37	12767	13172	83	82	1724	16321	6601	10	4896		

1 CITY OF GLENDALE COUNCILMEMBER - SAHUARO DIST

				1	1	1	1								
	Registered	Ballots Cast	Turnout (%)	MALNAR, RAY	Write-In Candidate	Over Votes	Under Votes								
0014 ALTADENA	1458	508	34.84	372	7		129								
0058 BREWER	2397	798	33.29	594	7	1	196								
0071 CALAVAR	1501	442	29.45	305	5		132								
0087 CAROL ANN	4101	993	24.21	720	18		255								
0104 CHRISTY	1703	486	28.54	362	6		118								
0142 COUNTRY GABLES	1391	348	25.02	262	7		79								
0266 GREENBRIAR	2638	853	32.34	612	16	1	224								
0495 PIONEER	1768	633	35.80	413	12		208								
0498 POINSETTIA	1003	318	31.70	212	6		100								
0607 ST MORITZ	2335	555	23.77	412	10		133								
0631 SUNUP	2183	496	22.72	370	3	2	121								
	22478	6430	28.61	4634	97	4	1695								

1 CITY OF GLENDALE COUNCILMEMBER - CACTUS DIST

			1	1	1	1								
	Registered	Ballots Cast	Turnout (%)	HUGH, IAN	Write-In Candidate	Over Votes	Under Votes							
0057 BONSALL PARK	748	111	14.84	81	3	1	26							
0068 BUTLER	1557	542	34.81	438	8	1	95							
0331 KALER	4349	1054	24.24	840	3	3	208							
0466 PALO VERDE	5039	1417	28.12	1133	21		263							
0571 SEVILLA	1522	266	17.48	214	5		47							
0689 WEST PLAZA	3155	547	17.34	441	12	1	93							
	16370	3937	24.05	3147	52	6	732							

1 CITY OF GLENDALE COUNCILMEMBER - YUCCA DIST

			1	1	1	1	1							
	Registered	Ballots Cast	Turnout (%)	CHAVIRA, SAMUEL	CLARK, JOYCE	Write-In Candidate	Over Votes	Under Votes						
0013 ALSUP	452	61	13.50	16	30		1	14						
0120 COLTER	1427	299	20.95	157	118	1	1	22						
0138 WADDELL	0	0	0.00											
0143 COUNTRY MEADOWS	2	2	100.00	1	1									
0178 DESERT MIRAGE	2485	671	27.00	313	326	1	2	29						
0313 INDEPENDENCE	3410	666	19.53	293	315	2	2	54						
0505 PURPLE SAGE	3378	683	20.22	295	322	4	1	61						
0513 READE	1681	331	19.69	153	160	3	1	14						
0552 SAN MIGUEL	787	85	10.80	20	55	1		9						
0670 VERMONT	2654	610	22.98	297	264	3		46						
	16276	3408	20.94	1545	1591	15	8	249						