CITY COUNCIL AGENDA

CITY COUNCIL CHAMBERS . 11465 WEST CIVIC CENTER DRIVE . AVONDALE, AZ 85323

REGULAR MEETING
August 8, 2011
7:00 PM

CALL TO ORDER BY MAYOR ROGERS
PLEDGE OF ALLEGIANCE
MOMENT OF REFLECTION

1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2 UNSCHEDULED PUBLIC APPEARANCES

(Limit three minutes per person. Please state your name.)

3 CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the City Council at a work session. They are intended to be acted upon in one motion. Council members may pull items from consent if they would like them considered separately.

a. LIQUOR LICENSE TEMPORARY EXTENSION OF PREMISES - HENRY'S JACKS PLACE
City Council will consider a request from Ms Carmen Beltran for a Temporary Extension of Premises to the Series 6 Bar License to sell all spirituous liquors at Henry's Jacks Place located at 613 E Western Avenue in Avondale to be used in conjunction with an Outside Dance One Night Only event on October 8, 2011. The Council will take appropriate action.

b. COOPERATIVE PURCHASING AGREEMENT - GRAFFITI PROTECTIVE COATINGS
City Council will consider a request to approve a Cooperative Purchasing Agreement with Graffiti Protective Coatings to provide graffiti abatement services in the amount of $90,720 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

c. COOPERATIVE PURCHASING AGREEMENT- C.W. CARTER COMPANY
City Council will consider a request to approve a Cooperative Purchasing Agreement with C.W. Carter Co. to purchase heavy duty truck, construction and agricultural/industrial fleet and equipment parts, service and accessories for a maximum aggregate amount not to exceed $200,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. COOPERATIVE PURCHASING AGREEMENT - FALCON POWER, INC.
City Council will consider a request to approve a Cooperative Purchasing Agreement with Falcon Power Inc. to purchase heavy duty truck, construction and agricultural/industrial fleet and equipment parts, service and accessories for a maximum aggregate amount not to exceed $50,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. **COOPERATIVE PURCHASING AGREEMENT - FREIGHTLINER, STERLING, WESTERN STAR OF ARIZONA, PHOENIX, INC.**
City Council will consider a request to approve a Cooperative Purchasing Agreement with Freightliner Sterling WS of AZ to purchase Heavy Duty Truck, Construction & Agricultural/Industrial Fleet & Equipment Parts, Service & Accessories for a maximum aggregate amount not to exceed $300,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. **RESOLUTION 2998-811 - INTERGOVERNMENTAL AGREEMENT WITH NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AND MARKETING AGREEMENT WITH UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.**
City Council will consider a resolution approving an Intergovernmental Agreement with North Central Texas Council of Governments and a Marketing Agreement with Utility Service Partners Private Label, Inc. relating to a National League of Cities sponsored water and sewer line warranty program, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

4 **PUBLIC HEARING AND RESOLUTION 2997-811 – PHOENIX INTERNATIONAL RACEWAY MAJOR GENERAL PLAN AMENDMENT (PL-11-0017)**

City Council will hold a public hearing and consider a request by Ms. Carolyn Oberholtzer, Rose Law Group, PC, to adopt Resolution 2971-811, amending the General Plan Land Use Map for approximately 590 acres of real property (618 gross acres) from a combination of Employment, Rural Low Density Residential, and Open Space to Mixed Use. The property is generally located at the southwest corner of Avondale Boulevard and Indian Springs Road and intermittently abuts both sides of Indian Springs Road, extending roughly 2 ¼ miles to the west from the Avondale Boulevard bridge. As required by the City's 2002 General Plan, Major General Plan Amendments must receive two-thirds majority vote of the Council for approval. The Council will take appropriate action.

5 **PUBLIC HEARING AND ORDINANCE 1466-811 – PHOENIX INTERNATIONAL RACEWAY REZONING (PL-11-0032)**

City Council will hold a public hearing and consider a request by Ms. Carolyn Oberholtzer, Rose Law Group, PC, to adopt Ordinance 2466-811, amending the Zoning Atlas for approximately 590 net acres of real property (618 gross acres) from AG (Agricultural) and A-1 (General Industrial) to MSED (Major Sports & Entertainment District). The property is generally located at the southwest corner of Avondale Boulevard and Indian Springs Road and intermittently abuts both sides of Indian Springs Road, extending roughly 2 ¼ miles to the west from the Avondale Boulevard bridge. The Council will take appropriate action.

6 **PUBLIC HEARING - PROPOSED ANNEXATION OF REMNANT PORTIONS OF PARCELS IN SOUTH AVONDALE**

City Council will hold a public hearing regarding the proposed annexation of various remnant portions of parcels in South Avondale in order to close the gaps and facilitate future development of the area. No formal actio is required.

7 **EXECUTIVE SESSION**

a. The Council may hold an executive session pursuant to ARIZ. REV. STAT. § 38-431.03 (A)(4) for discussion or consultation with the City Attorney in order to consider its position and instruct the City Attorney regarding (i) negotiations for a potential Economic Development Agreement and (ii) a potential Intergovernmental Agreement with the City of Litchfield Park regarding a potential annexation.

8 ADJOURNMENT

Respectfully submitted,

Carmen Martinez

Carmen Martinez
City Clerk
Individuals with special accessibility needs, including sight or hearing impaired, large print, or interpreter, should contact the City Clerk at 623-333-1200 or TDD 623-333-0010 at least two business days prior to the Council Meeting.

Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oído, o con necesidad de impresión grande o interprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1200 o TDD 623-333-0010 cuando menos dos días hábiles antes de la junta del Concejo.

CITY COUNCIL REPORT

SUBJECT:
Liquor License Temporary Extension of Premises - Henry's Jacks Place

MEETING DATE:
August 8, 2011

TO: Mayor and Council

FROM: Carmen Martinez, City Clerk (623) 333-1214

THROUGH: Charlie McClendon, City Manager

PURPOSE:

City Council will consider a request from Ms Carmen Beltran for a Temporary Extension of Premises to the Series 6 Bar License to sell all spirituous liquors at Henry's Jacks Place located at 613 E Western Avenue in Avondale to be used in conjunction with an Outside Dance One Night Only event on October 8, 2011.

DISCUSSION:

Staff has received an application from Ms Carmen Beltran for a Temporary Extension of Premises to the Series 6 Bar License to sell all spirituous liquors at Henry's Jacks Place. The establishment was first licensed in 1977 and has since applied and been granted a few temporary extension of premises.

The Development Services, Finance and Police Departments have reviewed the application and are recommending approval of the application. The Fire Department is recommending approval of the application subject to the following stipulations which the applicant has agreed to comply with:

1. Installation of minimum 44" wide emergency gates in both the north and the south fence. Exit signs with minimum 6" letters are required on the gates. Locks are prohibited on the gates. Gates must swing out and shall not be obstructed inside or outside in any manner. If you want to maintain security at the gates please assign security personnel to each gate.
2. A fire extinguisher must be installed within 75' of all areas of the event.
3. The use of open flames, propane gas, tents, or canopies requires written Fire Department approval in advance.
4. Please contact the Fire Department at 623-333-6000 (Monday -Thursday 7:00AM - 6:00PM) before the event to schedule an inspection of the fence once it's set up.

RECOMMENDATION:

Staff is recommending approval of an application submitted by Ms Carmen Beltran for a Temporary Extension of Premises to the Series 6 Bar License to sell all spirituous liquors at Henry's Jacks Place located at 613 E Western Avenue in Avondale to be used in conjunction with an Outside Dance One Night Only event on October 8, 2011.

ATTACHMENTS:

Click to download

- Application
- Review by Departments

ON 07-28-11PM04:12
ON 07-28-11PM04:12

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
www.azliquor.gov
(602) 542-5141

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

THIS APPLICATION MUST BE RETURNED TO THE DEPARTMENT OF LIQUOR

☐ Permanent change of area of service – Give specific purpose of change: _____

☒ Temporary change for date(s) of: OCTober 8, 2011 OUTSide DANCE / Night only

1. Licensee's Name: CARMEN Beltran (Last) CARMEN (First) G (Middle)
2. Mailing Address: _____ (City) _____ (State) _____ (Zip)
3. Business Name: Henrys Jacks Business LLC. LICENSE #: 06070035
4. Business Address: 6013 E. Western Ave. (City) Avondale (COUNTY) Maricopa (State) AZ (Zip) 85323
5. Business Phone: (623) 932-0190 Residence Phone: _____
6. Do you understand Arizona Liquor Laws and Regulations? ☒ YES ☐ NO FAX # (___ , _____
7. Have you received approved Liquor Law Training? ☐ NO ☒ YES When? 11-14-2008
8. What security precautions will be taken to prevent liquor violations in the extended area? 5 Security guards on site outdoors
9. Does this extension bring your premises within 300 feet of a church or school? ☒ YES ☐ NO
10. IMPORTANT: ATTACH THE REVISED FLOOR PLAN CLEARLY DEPICTING YOUR LICENSED PREMISES AND WHAT YOU PROPOSE TO ADD.

******After completing sections 1-9, take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.**

This change in premises is RECOMMENDED by the local Board of Supervisors, City Council or Designate:

_____ (Authorized Signature) _____ (Title) _____ (Agency)

I, CARMEN G Beltran (Print full name), being first duly sworn upon oath, hereby depose, swear and declare, under penalty of perjury, that I am the APPLICANT making the foregoing application. I have read this application and the contents and all statements are true, correct and complete.

x Carmen G. Beltran (Signature of Owner or Agent)

State of AZ County of Maricopa

SUBSCRIBED IN MY PRESENCE AND SWORN TO before me this date 28th (Day) Month 2011 (Year)

CLARENCE J. AMES, JR.
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Comm. Exp.: February 15, 2014

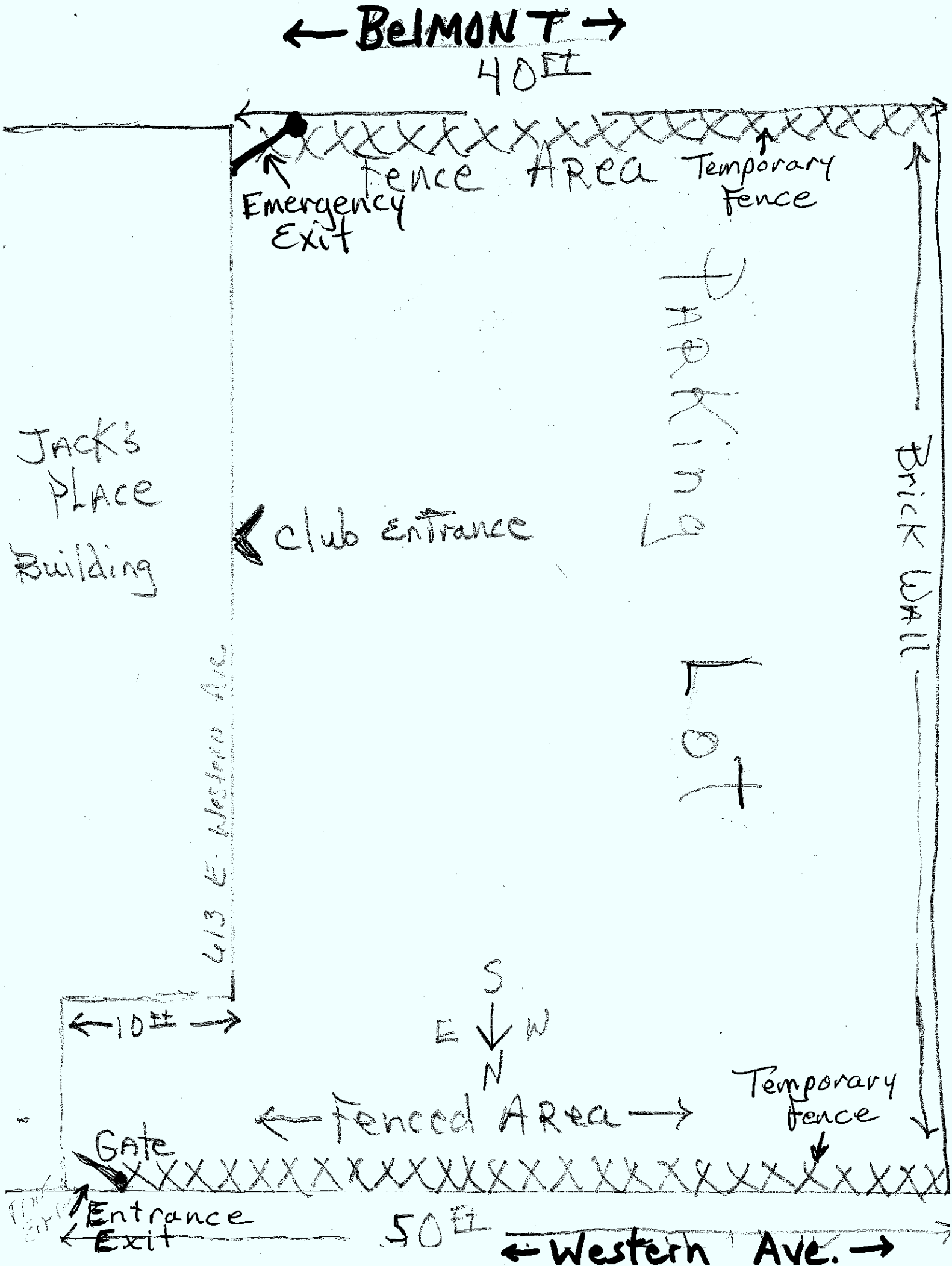
My commission expires on: 2-15-2014

(Signature of NOTARY PUBLIC)

Investigation Recommendation ☐ Approval ☐ Disapproval by: _____ Date: _____

Director Signature required for Disapprovals _____ Date: _____

LIC 0105 05/2009 ***Disabled individuals requiring special accommodation, please call the Department(602) 542-9027.**


← BELMONT →
40 ft
Fence Area
Emergency Exit
Temporary Fence
Parking Lot
Jack's Place Building
club entrance
Brick Wall
413 E. Western Ave.
10 ft
S
E
W
N
Fenced Area
Temporary fence
Gate
Entrance
Exit
50 ft
← Western Ave. →

City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:
☒ EXTENSION OF PREMISES SERIES # 06

ROUTING:
☒ POLICE DEPARTMENT
☐ FIRE DEPARTMENT
☐ DEVELOPMENT SERVICES

APPLICANT'S NAME: CARMEN G. BELTRAN

BUSINESS NAME: HENRY'S JACKS BUSINESS LLC

ADDRESS: 613 E. WESTERN AVENUE

CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85323

PURPOSE OF EXTENSION: TEMPORARY EXTENSION FOR OUTSIDE DANCE

DEPARTMENTAL COMMENTS:

☒ **APPROVED**
☐ **DENIED**

SIGNATURE

Asst Chief of Police
TITLE

8-1-11
DATE

(Council meeting date changed to 8-8-11)

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 6, 2011
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUGUST 9, 2011

City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:
☒ EXTENSION OF PREMISES SERIES # 06

ROUTING:
☐ POLICE DEPARTMENT
☒ FIRE DEPARTMENT
☐ DEVELOPMENT SERVICES

APPLICANT'S NAME: CARMEN G. BELTRAN

BUSINESS NAME: HENRY'S JACKS BUSINESS LLC

ADDRESS: 613 E. WESTERN AVENUE

CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85323

PURPOSE OF EXTENSION: TEMPORARY EXTENSION FOR OUTSIDE DANCE

DEPARTMENTAL COMMENTS:
CONDITIONALLY APPROVED BASED ON THE FOLLOWING:

1. INSTALLATION OF MINIMUM 44" WIDE EMERGENCY GATES IN BOTH THE NORTH FENCE AND THE SOUTH FENCE. EXIT SIGNS WITH MINIMUM 6" LETTERS ARE REQUIRED ON THE GATES. LOCKS ARE PROHIBITED ON THE GATES. GATES MUST SWING OUT. GATES SHALL NOT BE OBSTRUCTED INSIDE OR OUTSIDE IN ANY MANNER. IF YOU WANT TO MAINTAIN SECURITY AT THE GATES PLEASE ASSIGN SECURITY PERSONNEL TO EACH GATE.
2. INSTALLATION OF A FIRE EXTINGUISHER WITHIN 75' OF ALL AREAS OF THE EVENT.
3. THE USE OF OPEN FLAMES, PROPANE, TENTS, OR CANOPIES REQUIRES WRITTEN FIRE DEPARTMENT APPROVAL IN ADVANCE.

☒ **APPROVED**
☐ **DENIED**

Roger Peck
SIGNATURE

8/1/11
DATE

FIRE MARSHAL
TITLE

(Council meeting date changed to 8-8-11)

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 6, 2011
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUGUST 9, 2011

City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:
☒ EXTENSION OF PREMISES SERIES # 06

ROUTING:
☐ POLICE DEPARTMENT
☐ FIRE DEPARTMENT
☒ DEVELOPMENT SERVICES
☐ FINANCE

APPLICANT'S NAME: CARMEN G. BELTRAN

BUSINESS NAME: HENRY'S JACKS BUSINESS LLC

ADDRESS: 613 E. WESTERN AVENUE

CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85323

PURPOSE OF EXTENSION: TEMPORARY EXTENSION FOR OUTSIDE DANCE

DEPARTMENTAL COMMENTS:

☒ **APPROVED**
☐ **DENIED**

SIGNATURE 8/3/11 **DATE**

Zoning Specialist
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: AUGUST 8, 2011
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUGUST 9, 2011

City of Avondale

DEVELOPMENT SERVICES

MEMORANDUM

DATE: August 3, 2011

TO: Carmen Martinez, City Clerk

PREPARED BY: Jennifer Fostino, Zoning Specialist 623-333-4022

SUBJECT: Henry Jack's Temporary Extension of Premise
613 E Western Avenue

The site is generally located on the south side of Western Avenue between 6th Street and 7th Street. The building is existing.

The business owner currently has a Series 6 Bar License. They are requesting to temporarily extend the premise of their current liquor license to include their parking lot for the evening of October 8, 2011, for an outside dance event.

Henry Jack's Place is exempt from separation requirements as they pertain to the three churches that have been operating within 300 feet of the bar prior to this request. No additional churches will be located within this 300 foot buffer. There are no separation issues pertaining to this request.

The General Plan designates the property as Mixed Use. The site is currently zoned OTAB (Old Town Avondale Business District). This use is considered legal non-conforming.

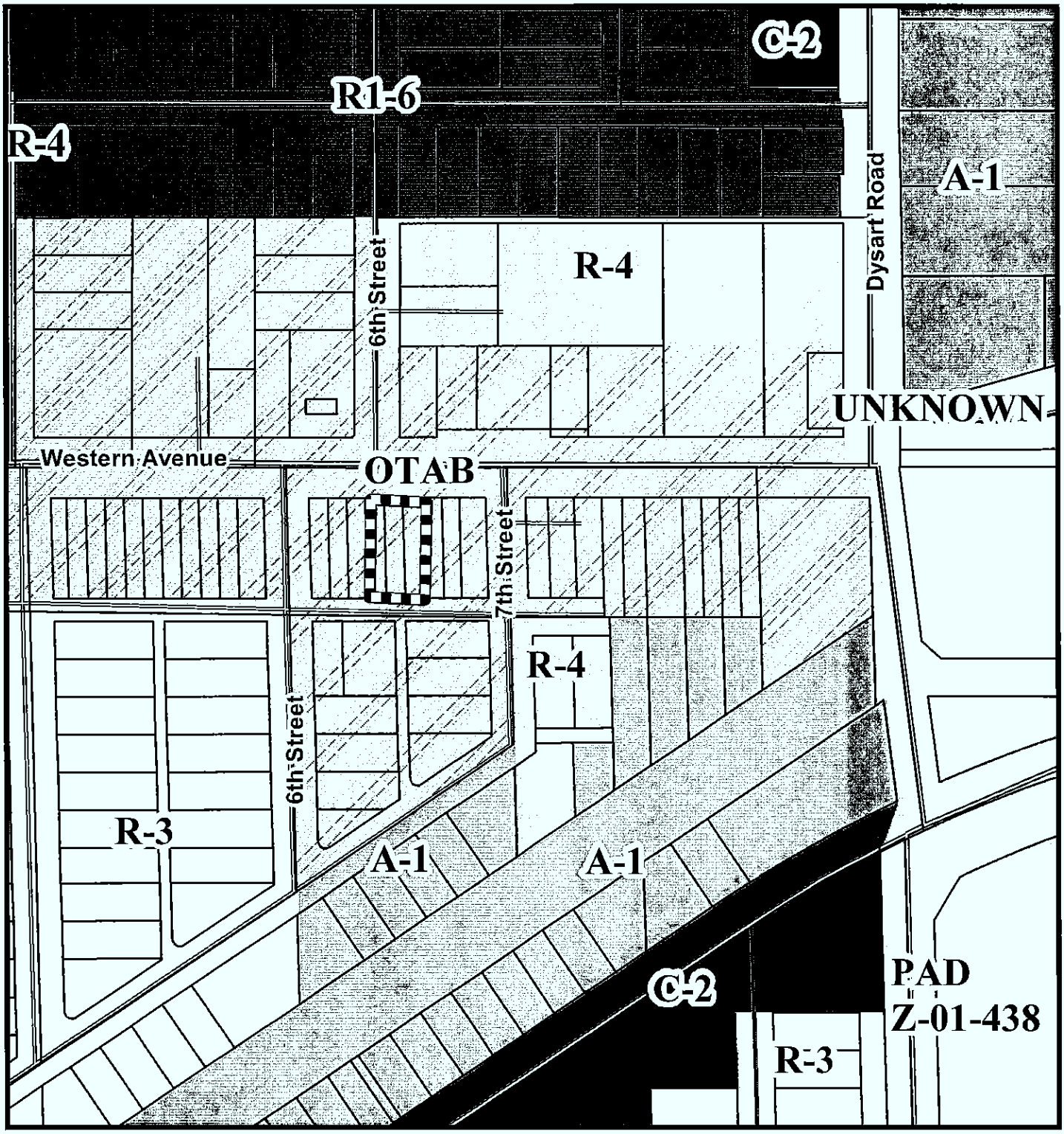
Staff recommends approval of this request.

Attachment: 2010 Aerial Photography
Zoning Vicinity Map

2010 Aerial Photograph

Avondale

Henry Jack's Place



Zoning Vicinity Map

Avondale

Henry Jack's Place

N

City of Avondale
CITY CLERK'S OFFICE

DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:
☒ EXTENSION OF PREMISES SERIES # 06

ROUTING:
☐ POLICE DEPARTMENT
☐ FIRE DEPARTMENT
☐ DEVELOPMENT SERVICES
☒ FINANCE

APPLICANT'S NAME: CARMEN G. BELTRAN

BUSINESS NAME: HENRY'S JACKS BUSINESS LLC

ADDRESS: 613 E. WESTERN AVENUE

CITY: AVONDALE **STATE:** AZ **ZIP CODE:** 85323

PURPOSE OF EXTENSION: TEMPORARY EXTENSION FOR OUTSIDE DANCE

DEPARTMENTAL COMMENTS:

☒ **APPROVED**
☐ **DENIED**

Lee-B Aol
SIGNATURE

8/3/11
DATE

Privilege Tax Auditor
TITLE

THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: AUGUST 8, 2011
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUGUST 9, 2011

CITY COUNCIL REPORT

SUBJECT:
Cooperative Purchasing Agreement - Graffiti Protective Coatings

MEETING DATE:
August 8, 2011

TO: Mayor and Council

FROM: Gina Montes, Neighborhood and Family Services Director (623) 333-2727

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting approval of an agreement with Graffiti Protective Coatings for graffiti abatement services in the amount of $90,720 for the period of September 1, 2011 through August 31, 2012, with three possible renewal periods.

BACKGROUND:

Since May 2008, the Neighborhood & Family Services Department has contracted with Graffitti Protective Coatings for graffiti removal and restoration in Avondale, including City facilities and parks. Engagement of this private contractor has enabled the Code Enforcement Division to increase the efficiency and timeliness of grafffiti abatement services and free up staff time to assist with other priorities. The services of GPC were procured based on a cooperative purchasing provision in the City of Mesa contract with GPC. The Mesa contract was recently renewed and allows for 3 additional one-year renewal periods. If approved, the Avondale contract would also allow for 3 additional renewals.

DISCUSSION:

During fiscal year 2010-11, GPC removed graffiti at 3,007 sites for a total of 61,457 square feet. Since contract inception in May 2008, GPC has removed graffiti at 10,093 sites for a total of 298,183 square feet. Complaints are reported to the Code Enforcement Division via the graffiti hotline, iPhone/Droid app or e-mail. Graffiti work orders are transmitted by Code staff in real time and recevied by GPC staff via iPhone. Typically, graffiti is removed in less then 24 hours. In addition, there is a shorter timeframe available for priority work orders. GPC also proactively removes graffiti along designated routes.

BUDGETARY IMPACT:

Funding is included in the Parks, Recreation and Libraries and Neighborhood and Family Services budgets for a total of $90,720.

RECOMMENDATION:

Staff recommends that the City Council approve the cooperative purchasing agreement with Graffiti Protective Coatings through August 31, 2012, with three possible one-year renewals.

ATTACHMENTS:

Click to download

- Cooperative Purchasing Agreement

COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
GRAFFITI PROTECTIVE COATINGS, INC.

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of August 8, 2011, between the City of Avondale, an Arizona municipal corporation (the "City") and Graffiti Protective Coatings, Inc., an Arizona corporation (the "Contractor").

RECITALS

A. After a competitive procurement process, the City of Mesa, Arizona ("Mesa"), entered into Contract No. 2010161 dated July 20, 2010, as amended by that certain Amendment Number 001 dated January 18, 2011, (collectively, the "Mesa Contract") for the Contractor to provide graffiti abatement services. A copy of the Mesa Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. The City is permitted pursuant to Section 25-24 of the City Code to purchase such services under the Mesa Contract, at its discretion and with the agreement of the awarded Contractor, and the Mesa Contract permits its cooperative use by other public entities including the City.

C. The City and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging a cooperative contractual relationship under the Mesa Contract, (ii) establishing the terms and conditions by which the Contractor may provide the City with graffiti abatement services, as more particularly set forth in Section 2 below (the "Services") on an "as-required" basis and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2012 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement or the Mesa Contract. After the expiration of the Initial Term, this Agreement may be renewed for up to three successive one-year terms (each a "Renewal Term") if (a) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (b) the term of the Mesa Contract has been extended pursuant to its renewal options, (c) at least 30 days prior to the end of the then-current term of the Agreement, the Contractor requests, in writing, to extend the Agreement for an additional one-year term and (d) the City approves the additional one-year term in writing (including any price adjustments

approved as part of the Mesa Contract), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Contractor's failure to seek a renewal of this Agreement will cause the Agreement to terminate at the end of the then-current term of this Agreement. The Initial Term and any Renewal Terms are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for Services under the terms and conditions of the Mesa Contract. The City does not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases will only be made when the City identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the City to be appropriate for this Agreement, the Contractor shall provide the Services to the City in such quantities and configurations as may be agreed upon between the parties in writing, in the form of a written invoice, quote, work order or other form of written agreement between the parties describing the work to be completed (each, a "Work Order"). Each Work Order approved and accepted by the parties pursuant to this Agreement shall (a) contain a reference to this Agreement and the Mesa Contract and (b) be attached hereto as Exhibit B and incorporated herein by reference. Work Orders submitted without referencing this Agreement and the Mesa Contract will be subject to rejection. By signing this Agreement, Contractor acknowledges and agrees that Work Order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement or the Mesa Contract, other than City's project-specific quantities, configurations or delivery locations and/or dates, are hereby expressly declared void and shall be of no force and effect.

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

3. Compensation. The City shall pay Contractor for the Initial Term and for each subsequent Renewal Term, if any, an annual aggregate amount not to exceed $90,720.00 for Services at the unit rates as set forth in the Mesa Contract. The maximum aggregate amount for this Agreement shall not exceed $362,880.00.

4. Payments. The City shall pay the Contractor monthly, based upon acceptance and delivery of Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (a) contain a reference to this Agreement and the Mesa Contract and (b) document and itemize all work completed to date. The invoice statement shall include a record of materials delivered, time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Mesa Contract will be subject to rejection and may be returned.

5. Records and Audit Rights. The Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting

evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement to ensure that the Contractor and its subcontractors are complying with the warranty under Section 6 below (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (a) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (b) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 6 below. To the extent necessary for the City to audit Records as set forth in this Section, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this Section. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

6. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

7. Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Contractor certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or 35-393, as applicable. If the City determines that the Contractor submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement.

8. Conflict of Interest. This Agreement may be cancelled by the City pursuant to ARIZ. REV. STAT. § 38-511.

9. Applicable Law; Venue. In the performance of this Agreement, Contractor shall abide by and conform to any and all laws of the United States, the State of Arizona and the City of Avondale, 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. This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

10. Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Contractor fully informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the Contractor shall be relieved of any subsequent obligation under this Agreement.

11. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any City-approved Work Orders, invoices and the Mesa Contract, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the Mesa Contract (collectively, the "Unauthorized Conditions"), other than the City's project-specific quantities, configurations or delivery locations and/or dates, are expressly declared void and shall be of no force and effect. Acceptance by the City of any Work Order or invoice containing any such Unauthorized Conditions or failure to demand strict performance of any term or condition set forth in this Agreement or under the Mesa Contract or to exercise or delay the exercise of any right or remedy provided in this Agreement, the Mesa Contract, or by law, or the City's acceptance of and payment for Services shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations imposed by this Agreement, the Mesa Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

12. Indemnification; Insurance. The City shall be afforded all of the rights, privileges, insurance coverage and indemnifications afforded to the City of Mesa under the Mesa Contract, and such rights, privileges, insurance coverage and indemnifications shall accrue and apply with equal effect to the City of Avondale under this Agreement including, but not limited to, the Contractor's obligation to provide the indemnification and insurance.

[SIGNATURES ON FOLLOWING PAGE]

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

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

"**Contractor**"

GRAFFITI PROTECTIVE COATINGS, INC., an Arizona corporation

By:_____

Name:_____

Title:_____

(ACKNOWLEDGMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2011, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2011, by _____ as _____ of GRAFFITI PROTECTIVE COATINGS, INC., an Arizona corporation, on behalf of the corporation.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
GRAFFITI PROTECTIVE COATINGS, INC.

[Mesa Contract]

See following pages.

mesa·az

To: Trisha Sorensen, Assistant to the City Manager

Through: John Albin, CPPO, CPPB, Materials & Supply Administrator-SA

From: Pamela Chavez, Management Assistant II

Date: April 25, 2011

Subject: Renewal of the Term Contract for Graffiti Abatement Services for the Transportation Department (Contract #2010161)
"Citywide" Contract

Purpose and Recommendation

Please approve a Renewal of the Term Contract for Graffiti Abatement Services as recommended. Renewal pricing was obtained and evaluated by the Transportation Department and the Purchasing Division.

The Purchasing Division recommends authorizing renewal with Graffiti Protective Coatings, Inc. at $192,500 annually, based on estimated annual requirements.

Background/Discussion

This contract will provide graffiti abatement services for the City. It is the City's first graffiti abatement contract. Transportation staff use to perform graffiti abatement citywide for the last 15 years (4,800 graffiti removals per year) prior to the contract.

City Council directed staff to contract its graffiti abatement service to enhance the current program last summer. The contractor provides additional services including true color matching and graffiti removal using water or soda blasting methods. When necessary, these methods are used to physically remove the graffiti instead of painting over it.

Transportation continues to use its current CityWorks database as specified in the contract, for dispatching, record keeping and monitoring abatement response times. This is to maintain the same current level of service, completing graffiti abatements within 24 hours of the request.

Graffiti Protective Coatings, Inc. offered to maintain pricing for the renewal term. Staff increased the renewal bid's estimated quantities based on first-year usage, which increases the contract amount from $138,500 to $192,500 annually. Staff anticipates the increase will be adequate for an effective graffiti abatement program.

The initial term of this contract will expire June 30, 2011. This renewal is for one-year through June 30, 2012 with three one-year administrative renewal options.

Alternatives

Management may choose not to authorize renewal of this contract and new bids would be obtained.

Fiscal Impact

The total amount of $192,500 is available in the Transportation Department budget.

Coordinated With

Transportation Department – Field Operations

CITY OF MESA
RENEWAL RECOMMENDATION
GRAFFITI ABATEMENT SERVICES
(Contract #2010161)
Contract valid Through June 30, 2012

Graffiti Protective Coatings, Inc.
Tucson, AZ

Description	Annual Renewal Contract Amount
Graffiti Abatement Services including: Paint Out Method, Chemical Blasting or other Removal Method and Miscellaneous Labor – One (1) Man Crew	**$192,500**

mesa·az

City of Mesa, Arizona
Purchasing Division
20 East Main Street, Suite 400
PO Box 1466
Mesa Arizona 85211-1466

CONTRACT AMENDMENT NUMBER 001

Contract Number: 2010161
Graffiti Abatement Services

Contractor: **Graffiti Protective Coatings, Inc.**

Amendment Summary: Scope of Work

In accordance with the provisions of the aforementioned contract, the contract is amended as follows:

Scope of Work for contract #2010161 for Graffiti Abatement Services between Graffiti Protective Coatings, Inc., and the CITY OF MESA, ARIZONA, amended to state:

This Graffiti Abatement Services contract #2010161 is a non-exclusive agreement. The "My Mesa" App and Target Graffiti are to be used on an "as needed" trial basis only. Non-authorized graffiti abatement work will not be paid and the contractor (GPC, Inc.) shall bear all expenses and liability. Authorized or unauthorized graffiti abatement work shall NOT be comped or gifted. All authorized graffiti abatement work will be paid in full.

Clarification to Technical Specifications, Description of Work #5: In the event graffiti covers a significant area of a surface approximately 2,500 sq. ft., or larger, the Contractor shall contact City of Mesa Transportation Representative by phone for direction. The City of Mesa Transportation Department Representative shall determine whether or not an entire surface will be abated on a case by case basis.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

Contractor	City of Mesa
Contractor hereby acknowledges receipt and agreement with the amendment.	This contract amendment is hereby executed.
1/13/11	1/18/11
Authorized Signature — Date	Authorized Signature — Date
CARLA LENHOFF PRESIDENT	Edward Quedens, Business Services Director
Printed Name and Title	Printed Name and Title

mesa·az
PURCHASING DEPARTMENT

20 E Main St Suite 400
PO Box 1466
Mesa, Arizona 85211-1466

mesaaz.gov

January 18, 2011

Ms. Carla Lenhoff, President
Graffiti Protective Coatings Inc.
515 E. Grand Rd Ste. 141 PMB 221
Tucson, AZ 85705

Ref: Request for Bid #2010161 – Graffiti Abatement Services

Dear Ms. Lenhoff:

Enclosed you will find the fully executed original of the Contract Amendment revising the Scope of Work for the Graffiti Abatement Services RFB #2010161.

Please feel free to call Diane Ross, Buyer, at (480) 644-2064 with any questions you may have.

Sincerely,

Jim Ruiz
Purchasing Administrator

JR/ew

Attachment

c: Craig Blum
Lenny Hulme
Dan Cleavenger
Diane Ross

480.644.2301 (tel)
480.644.2655 (fax)

ORIGINAL. ORIGINAL

PRICING AND COMPENSATION

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish **Graffiti Abatement Services** to the City of Mesa at the price(s) stated below.

UNIT PRICING

Unit prices for all line items must be expressed using no more than two (2) decimal places. For example, a unit price of $1.05 is acceptable. However, a unit price of $1.054 is not acceptable because it is greater that two decimal places. In this case $1.054 would be rounded down by the City to $1.05, prior to bid evaluation. A bid price of $1.055 will be rounded up to $1.06 prior to bid evaluation. Conventional rounding methods will be used in all cases where more than two (2) decimal places are used. All applicable taxes must be included in unit prices.

BID ITEMS

The following explains the City's intent when requesting a unit price for items in the bid price schedule. Please review other areas of this solicitation for details of work methods and terms used.

Paint out method – Bid Item No. 1

This bid item covers abatement using paint to **cover** graffiti on various surfaces, up to twenty (20) feet above ground level. The Contractor shall provide everything necessary, including but not limited to, all material (including paint), labor, equipment, supplies, tools and transportation to paint over any type of graffiti. The Square foot price includes matching the color of the existing surface.

Removal method – Bid Item No. 2

This bid item covers abatement using various chemical, washing or blasting methods to **remove** graffiti from various surfaces up to twenty (20) feet above ground level. The Contractor shall provide everything necessary, including but not limited to, all material (including chemicals, cleaners, media, etc), labor, equipment, supplies, tools and transportation to remove any type of graffiti.

Miscellaneous labor – Bid Item No. 3

This bid item covers other related work that may arise during the course of the agreement and will be used at the option of the City. Price per hour shall include, but is not limited to, a one person crew; vehicle, equipment, tools and supplies to perform graffiti related (painting, removal, etc.) work. For example, this bid item may be used if the City requests graffiti abatement to an area which is more than twenty (20) feet above ground level.

ITEM NO.	DESCRIPTION	UNIT PRICE Two decimal places only (Including all applicable taxes)	ESTIMATED ANNUAL QUANTITY	TOTAL PRICE
1	Graffiti Abatement, **Paint out method**	$ 0.18	500,000 Sq Ft	$ 90,000.00
2	Graffiti Abatement, Chemical, Blasting or other **Removal method**	$ 0.18	250,000 Sq Ft	$ 45,000.00
3	Miscellaneous **Labor**, 1 man crew	$ 35.00	100 Hours	$ 3,500.00
			TOTAL BID	$ 138,500.00

FOB: Destination
No fuel surcharges will be accepted.

Payment terms (not less than net 30 days): NET 30

GPC

PRICING AND COMPENSATION

Completed W-9 Form Attached? X Yes _____ No (A "no" answer will not disqualify your bid.)

Does Bidder agree to honor the prices, terms and conditions to other agencies as specified in section S.25?

X Yes _____ No (A "no" answer will not disqualify your bid.)

Bidder complies with S.4 CONTRACTOR BUSINESS REQUIREMENTS? (If Applicable)

X Yes _____ No

EXCEPTIONS, CONFIDENTIAL & ADDITIONAL MATERIALS

Bidders shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document.

Exceptions (mark one):

__X__ No exceptions

_____ Exceptions taken (describe--attach additional pages if needed)

Confidential/Proprietary Submittals (mark one):

_____ No confidential/proprietary materials have been included with this bid

__X__ Confidential/Proprietary materials included. Bidders should identify below any portion of their bid deemed confidential or proprietary (see Standard Terms and Conditions, section S.26). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the City prior to any public disclosure. Requests to deem the entire bid as confidential will not be considered.

Clients and dollar amounts in vendor questionaire

Additional Materials submitted (mark one):

_____ No additional materials have been included with this bid

__X__ Additional Materials attached (describe--attach additional pages if needed)

Company Overview

Vendor Name Graffiti Protective Coatings, Inc. Date: 6-2-10

CONTRACT FORM AND SIGNATURES

By signing and submitting this Bid, the Vendor certifies that:

a) It is under no legal prohibition on contracting with the City of Mesa.
b) It has no known, undisclosed conflicts of interest.
c) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
d) The prices offered were independently developed without consultation or collusion with any of the other Respondents or potential Respondents or any other anti-competitive practices.
e) It grants the City of Mesa permission to copy all parts of this Response, including without limitation any documents and/or materials copyrighted by the Respondent, for Mesa's internal use in evaluating Respondent's Proposal, or in response to a public records request under Arizona's public records law (A.R.S. §39-121 et. seq.) or other applicable law, subpoena, or other judicial process; provided that Mesa agrees not to change or delete any copyright or proprietary notices.
f) Under the provisions of A.R.S. §41-4401, Respondent hereby warrants to the City that the Respondent 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").
g) Under the provisions of A.R.S. §35-392, Respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act.
h) Under the provision of A.R.S. §35-391 and §35-393, Respondent certifies that they do not have Scrutinized Business Operations in Sudan or Iran.
i) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
j) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
k) It is current in all tax obligations due to the City.
l) The signatory is an officer or duly authorized agent of the Respondent with full power and authority to submit binding offers for the goods or services as specified herein.
m) It will accept such terms and conditions in a resulting contract if awarded by the City.

ACCEPTED AND AGREED TO:

Company Name: Graffiti Protective Coatings, Inc.

Signature: _____

Printed Name: Carla Lenhoff

Title: Pres.

Date: 6-2-10

ACCEPTANCE OF OFFER:

The offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract, including all terms and conditions, specifications, addenda, etc. This contract shall henceforth be referred to as Contract Number **2010161.**

Awarded this 20th day of July, 2010

Edward Quedens, CPPO, C.P.M.
As Business Services Director

Checked for A.R.S. § 1-502

VENDOR INFORMATION

Company Legal/Corporate Name: Graffiti Protective Coatings, Inc.

Doing Business As (if different than above): —

Address: 515 E. Grant Rd. Ste 141, PMB 221

City: Tucson State: Az Zip: 85705

Phone: (602) 820-8911 Fax: 800-536-0963

E-Mail Address: graffitiarizona.com Website: graffitiarizona.com

Taxpayer Identification Number: 20-5491844 DUNS # UNK

Remit to Address (if different than above):

Address: —

City: State: Zip: -

Contact for Questions about this bid:

Name: Barry Steinhart Fax: 800-536-0963

Phone: (213) 591-1153 E-Mail Address: gpela@msn.com

Day-to-Day Project Contact (if awarded):

Name: Lupe Mercado Fax: 800-536-0963

Phone: (520) 406-1472 E-Mail Address: lupels_2006@yahoo.com

Sales/Use Tax Information (check one):

____ Bidder is located outside Arizona and does NOT collect Arizona State Sales/Use Tax (The City will pay use tax directly to the AZ Dept of Revenue)

____ Bidder is located outside Arizona is authorized to collect Arizona Sales/Use Taxes (The Bidder should invoice the applicable sales tax and remit to the appropriate taxing authorities)
State Sales Tax Number: ____
City Sales Tax Number: ____ City of: ____, AZ
Sales Tax Rate: ____

X Bidder is located in Arizona (The Bidder should invoice the applicable sales tax and remit to the appropriate taxing authorities)
State Sales Tax Number: 20135566
City Sales Tax Number: 08003942 City of: Phoenix, AZ
Sales Tax Rate: N/A

____ Certified Small Business Certifying Agency: ____
____ Certified Minority, Woman or Disadvantaged Business Enterprise Certifying Agency: ____

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TO: All Bidders Receiving Request for Bid # 2010161
Graffiti Abatement Services

FROM: Jim Ruiz, Purchasing Administrator JR

DATE: May 27, 2010

SUBJECT: Addendum # 1 - Vendor Questionnaire - References

All bidders are hereby notified that the attached Vendor Questionnaire regarding references has been added to the bid and should be returned with your bid.

All other terms and conditions remain unchanged. Bidders are reminded that sealed bids are due in the Purchasing Office no later than 3:00 p.m. MST on June 3, 2010.

Please contact Diane Ross, Buyer, at (480) 644-2064 with any questions you may have regarding this addendum.

c: Lenny Hulme
Craig Blum
Deryl Smith
Diane Ross

CONFIDENTIAL

VENDOR QUESTIONNAIRE

Provide Names, contact and telephone numbers of three (3) organizations that have received similar equipment from your company. At least one reference should be comparable in size to Mesa's proposed contract.

Firm/Government Agency Name: CITY OF TUCSON	
Contact Person: CHRISTINA SCHIPANSKY	Phone: (520) 791-4400
Address: 255 W. ALAMEDA 6th FLOOR TUCSON AZ 85705	Fax: (520) 791-4735
	E-Mail Address: CHRISTINA.SCHIPANSKY@TUCSONAZ.GOV
$ Value of Work, Supplies/Services and Dates Provided: $720,000/YR. GRAFFITI REMOVAL SERVICES SEPT. 2006 - PRESENT	

Firm/Government Agency Name: CITY OF AVONDALE	
Contact Person: PAM ALTOUNIAN	Phone: (623) 333-2701
Address: 1007 S. 3rd ST. AVONDALE AZ 85323	Fax: (623) 333-0275
	E-Mail Address: PALTOUNIAN@AVONDALE.ORG
$ Value of Work, Supplies/Services and Dates Provided: $120,000/YR GRAFFITI REMOVAL SERVICES JUNE 2008 - PRESENT	

Firm/Government Agency Name: ADOT	
Contact Person: JOHN ZANOLER	Phone: (602) 712-6260
Address: 2140 W. Hilton Ave Annex B Mail Drop PM00 Phoenix AZ 85009	Fax: (602) 712-3393
	E-Mail Address:
$ Value of Work, Supplies/Services and Dates Provided: $350,000/YR. GRAFFITI REMOVAL SERVICES APRIL 2008 - PRESENT	

Vendor Name Graffiti Protective Coatings, Inc. Date: 6-2-10

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
GRAFFETE PROTECTIVE COATENGS, INC.

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
515 E. GRANT RD STE 141 - PMB 221

Requester's name and address (optional)

City, state, and ZIP code
TUCSON AZ 85705

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
☐☐ - ☐☐☐☐☐☐☐

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶ 6-2-10

General Instructions

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

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Firm and Personnel Experience

Overview

Graffiti Protective Coatings, Inc. (GPC) is an Arizona corporation and is the largest graffiti abatement company in the state. The company centers on a formula of constant research and development in techniques, equipment, and products as well as a highly skilled labor force of problem solving, ever improving, and self motivated individuals.

GPC and its related companies have over 1,000 public and private clients and presently clean over 500,000 locations and 16,000,000 square feet of graffiti annually in three states.

GPC's equipment set-up is designed exclusively for graffiti abatement. GPC's proprietary methods and products are vastly superior to all industry standards. Field staff is trained thoroughly in all graffiti removal techniques and situations. Office staff customizes and develops sophisticated yet user-friendly data compilation for the customers. Management understands communication, priorities, follow through, and the importance of exceeding the customer's expectations.

GPC has extensive dealings with large government agencies and understands processes, procedures, work volume, documentation, and invoicing requirements associated with these customers. GPC can handle graffiti contracts of all sizes.

GPC has three types of clients for graffiti abatement. These include municipalities, government agencies, and private customers.

GPC can remove graffiti from ***any surface*** leaving no trace of graffiti, and our skilled and efficient personnel can perform these tasks at an extremely fast speed. GPC standards include 24 hour 7 day a week availability, 98% minimum color match quality, 1 hour or less response to emergency service requests, proactive zero-tolerance patrols, and **always** exceeding the specifications of the scope of work.

GPC is available to **City of Mesa (City)** staff 24 hours a day, seven days week. GPC also understands priorities and will work seamlessly with City staff.

Mesa Results

GPC demonstrated its abilities to the City during its annual Top 2 Bottom event where the company contributed to the excellent event with 10 trucks. GPC is committed to supporting the communities it serves.

Training
GPC offers employee's good pay, thorough training, and the best possible equipment. New hires at GPC must have a clean driving record, pass a drug test and background check, and meet GPC's extremely high minimum standards. New staff members train for 1 year as an assistant until getting the chance (upon merit) to take on the responsibility of one of GPC's routes. During training they not only learn how to become skilled professionals at graffiti removal, but also how to recognize hazards. All GPC personnel will wear GPC uniforms, reflective safety vests, and will have cell phones for immediate and direct communication.

Training includes how to match colors, proper use and repair of all equipment, working with varying graffiti removers, appropriate use of blasting attachments, recognizing hot spots and areas of importance, the best times to attack various locations, and communicating with citizens and City staff.

GPC has an excellent safety record. GPC utilizes environmentally friendly biodegradable materials and techniques and will adhere to all Local, State, and Federal rules and regulations. GPC has an appointed Safety Officer who put together our extensive Injury and Illness Prevention Program. Some highlights of our Program in which all of our employees are trained include MSDS knowledge, driving techniques, personal safety gear protection, proper use of tools and equipment, hazard communication practices, recognizing potential hazards, and job site safety.

New employees also learn the importance of quality. Quality control is the responsibility of every GPC staff member. Quality of the removal is to be the highest standard, and also all graffiti removal must be 100% completed. Attention is directed at the importance of experience, details, and ethics. GPC accepts and performs only "excellent" quality from its staff and that is the standard that the City will receive from GPC.

Method of Approach

Overview
The keys to a successful graffiti removal program are fast response, removal of all graffiti, and removal methods that leave no traces that the graffiti ever existed. Graffiti breeds more graffiti, and fast professional removal will allow to the City of Mesa to control this problem. Graffiti Protective Coatings, Inc. specializes in these services with its "Zero-Tolerance Program". Under GPC's proven program each technician is fully equipped and trained to remove all graffiti.

GPC performs thorough and complete removal, leaving no traces of the past graffiti. Details are not overlooked. All graffiti at sites requested by the City are removed no matter how small including but not limited to: all streets, sidewalks, private and public property, parks, bike trails, flood channels, civic center, upper level locations, and all objects in the City Right of Way.

Equipment
GPC trucks will be a mix of new or late model trucks. All trucks are fully equipped and self contained for all aspects of graffiti removal. Graffiti locations often require multiple techniques of hot water cleaning, chemical removal, and painting. Therefore, each of our trucks are equipped with 3,000 psi 5gpm hot water pressure washers, water tanks, .75-gpm gas powered airless paint sprayers, ladder, baking soda blaster attachments, pressure washer hose reels, color matching tools, and water recovery units. GPC's equipment is of the highest quality and all the trucks are specifically customized and designed for GPC graffiti removal techniques. GPC currently has all the equipment needed to fulfill this contract. This includes the ability to custom mix colors as has been demonstrated to the City.

Emergency Responses
GPC has a proven 19 year history of providing 24 hour 7 day a week service. GPC understands priorities and meeting all the requests of its customers no matter what the day or hour. The City will have direct cell phone lines to the project manager, the assistant project manager, the President of GPC, as well as the 24-hour answering service that will be linked to the local office. GPC guarantees a 90 minute or less response to all emergency requests.

Target Graffiti
GPC and its related companies currently process over 2,500 work orders daily. Many customers require GPC to provide data such as date, address, square footage of removal, surface, method, public or private, moniker, and photograph. The time involved in data entry is very substantial, not to mention the paper and ink cost, as well as the time transmitting and managing the photo disks and worksheets.

After more than a year and a significant investment GPC created Target Graffiti. It is a real-time web based software system designed by the industry for the industry. The system utilizes an iPhone that has its own application on the screen. Technicians can quickly and simply tap the fields and the preloaded options at work sites. GPS provides dates and addresses, and all data including photos and monikers are transmitted real time. Work orders are dispatched real-time to techs with Google mapping showing locations of requested sites to be cleaned. Open and closed works are simply managed and monitored. City staff can print current and real-time reports and graphs within seconds on-line. Technician completed workloads can be monitored and graphed with the customer choosing the timelines. Billing and reports can also be exported to excel spreadsheets in mere minutes. Law enforcement can map and track vandal activity as well as get instant and real time billing reports and photos for apprehended taggers.

Since GPC owns the software and developed it as efficiency and cost cutting tool within the company, GPC's current customers are able to have GPC techs utilize the Target Graffiti system at no charge. This includes a manager's phone for reporting incidents real-time directly to the technicians.

Conclusion

With GPC, the City benefits from its ability to do business with one of the finest and largest professional graffiti removal companies in the country. GPC's proven graffiti removal history will provide the City the knowledge and comfort that the resources of fully equipped trucks and corresponding highly trained and experienced staff are in place and ready for immediate service.

There is no better indicator of future success than past performance.

REQUEST FOR BIDS # 2010161
Graffiti Abatement Services

May 19, 2010

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Mesa until **3:00 PM, Local Time, June 3, 2010** to provide **Graffiti Abatement Services**.

Brief Description: This Request for Bids is for graffiti abatement services for the City of Mesa Transportation Department.

Bids must be in accordance with the provisions, specifications and instructions set forth herein and will be received by Purchasing until the above noted time, when they will be publicly acknowledged and accepted.

Please read the entire solicitation package and submit the bid in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the bid.

Questions concerning this solicitation should be directed to the following project contacts:

General or Process Questions:
Eileen Williams
Buyer Aide
Purchasing
(480) 644-5798
(480) 644-2655 Fax
eileen.williams@mesaaz.gov

Technical Questions:
Diane Ross
Buyer
Purchasing
(480) 644-2064
(480) 644-2655 Fax
diane.ross@mesaaz.gov

20 East Main Street Suite 400
PO Box 1466
Mesa Arizona 85211-1466
480.644.2301 Tel
480.644.2655 Fax
www.mesaaz.gov

TENTATIVE TIMELINE:

Publish RFB – May 19, 2010
RFB Due Date & Time – June 3, 2010, 3:00 P.M. (Local Time)

BEGINNING AND END DATE OF INITIAL TERM: July 1, 2010 through June 30, 2011.

If the commencement of performance is delayed because the City does not execute the contract on the start date, the City may adjust the start date, end date and milestones to reflect the delayed execution.

EXTENSION:
The City reserves the right to extend the term of this contract, provided however, that the City shall give written notice of its intentions to extend this contract no later than thirty (30) days prior to the expiration date of the contract.

RENEWAL:
At the end of the initial term of this contract, the City may initiate renewal(s) as provided. The decision to renew a contract rests solely with the City. The City will give written notice of its intention to renew the contract no later than thirty (30) days prior to the expiration.

4 One-Year renewal possible at the City's option, per bid documents

PRICES:
All pricing shall be firm for the initial term of 1 year except where otherwise provided by the specifications, and include all transportation, insurance and warranty costs. The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid.

The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

During the 60- day period prior to each annual anniversary of the contract effective date, the Contractor may submit a written request that the City increase the prices in an amount for no more than the twelve month change in the ***Consumer Price Index for All Urban Consumers*** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (http://www.bls.gov/cpi/home.htm). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

At the end of the initial term, pricing may be adjusted for amounts other than inflation based on mutual agreement of the parties after review of appropriate documentation. Renewal prices shall be firm for at least one year, and may be adjusted thereafter as outlined in the previous paragraph.

No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing division.

i.1 **SUBMIT BIDS TO:**

City of Mesa
Attn: Purchasing
20 E. Main Street, Suite 400
Mesa, AZ 85201
PO Box 1466
Mesa AZ 85211-1466

Use label at the end of this solicitation package

Bids will be opened publicly at this address. You may mail or hand deliver bids. E-mail or fax submissions will not be accepted. Due to contractual agreements between the City of Mesa and the USPS, vendors are strongly urged to not use priority or express mail as delivery will be delayed 1 to 2 additional days. The City must actually receive submissions as specified. No responsibility will attach to the City of Mesa, its employees or agents for premature opening of a bid that is not properly addressed and identified.

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i.2 **DUE DATE & TIME FOR SUBMISSION AND OPENING:** (Also see Section i.15)
Date: June 3, 2010
Time: 3:00 P.M. (Local Time)

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i.3 **NUMBER OF COPIES:**
Submit a signed original and 3 copies of the bid in a sealed container.

- Bids **may not** be e-mailed or faxed.

Electronic Format Requested No

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i.4 **BID FIRM TIME:** 120 Days from Opening
Bids shall remain firm and unaltered after opening for the number of days shown above. The City may accept the bid, subject to successful contract negotiations, at any time during the bid firm time.

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i.5 **SECURITY:** Bid: $ 0.00 Performance: $ 0.00

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i.6 **VENDOR CONFERENCE / SITE VISIT:** ☐ Yes ☒ No

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i.7 **QUESTIONS.** All questions regarding the contents of this solicitation, and solicitation process (including requests for ADA accommodations), shall be directed solely to the Project Contacts listed on Page 1 or the Purchasing Administrator. Questions received less than seven calendar days prior to the due date and time may be answered at the discretion of the City.

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i.8 **LOBBYING.** The Bidder, his/her Agent, or Representative shall not contact, orally or in written form, any other City of Mesa employee, or appointed or elected Official regarding the contents of this solicitation or this solicitation process. The Purchasing Administrator shall disqualify a bid for a violation of this provision. This provision shall not prohibit public comment at City Council meetings.

i.9 **ADDENDA.** The City shall not be responsible for any oral changes to these specifications made by any employees or officer of the City. Any changes to the specifications will be in the form of an addendum. Addenda are posted on the City website and mailed to those who are on the City's bid list and to those who register on the City website when downloading solicitations. The City cannot be held responsible if Bidder fails to receive any addenda issued. Failure to acknowledge receipt of an addendum may result in disqualification of a bid.

i.10 **RESPONSIBILITY TO READ AND UNDERSTAND.** Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If Bidder suspects an error, omission or discrepancy in this solicitation, Bidder must immediately and in any case not later than five (5) business days in advance of the bid due date notify the contact on page 1. The City is not responsible for and will not pay any costs associated with the preparation and submission of the bid. Bidders are cautioned to verify their bids before submission, as amendments to or withdrawal of bids submitted after time specified for opening of bids may not be considered. The City will not be responsible for any Bidder errors or omissions.

i.11 **BID SECURITY.** If required herein, a Bid Security in the amount specified must be submitted with the bid. The Security may be submitted in any one of the following forms: an executed surety bond issued by a firm licensed and registered to transact such business with the State of Arizona; cash; certified check, or cashier's check payable to the City of Mesa (personal or company checks are not acceptable); an irrevocable letter of credit; certificate of deposit or any other form of deposit issued by a financial institution and acceptable to the City. Such Bid Security shall be forfeited to the City of Mesa should the Bidder selected fail to execute a contract when requested.

i.12 **FORM AND CONTENT OF BIDS.** Unless otherwise instructed or allowed, bids shall be submitted on the forms provided. An original and the designated number of copies of each bid are required. Bids, including modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. Please line through and initial rather than erase changes. If the bid is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of an error in a price extension calculation, the unit cost will prevail. The City may require that bids be submitted on disk, CD or DVD. The bid must provide all information requested and must address all points. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the bid.

i.13 **SPECIFICATIONS.** When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Other products will be considered upon showing the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics. Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. Burden of proof that the product is equal, is on the Bidder. Technical specifications define the minimum acceptable standard. The City reserves the right to reject bids that the City deems unacceptable.

i.14 **OPENING.** The City will open all Bids properly and timely submitted, and will record the names and other information specified by law and rule. All Bids become the property of the City and will not be returned except in the case of a late submission. Results, as read at the bid opening, will be posted on the City website. Once a contract has been awarded by the City, bids are available for inspection by contacting Purchasing (also see Section S.26).

i.15 **LATE BIDS.** The Bidder assumes responsibility for having the bid delivered on time at the place specified. All bids received after the date and time specified shall not be considered and will be returned unopened to the Bidder. The Bidder assumes the risk of any delay in the mail or in handling of the mail by employees of the City of Mesa, or any private courier, regardless whether sent by mail or by means of personal delivery. You must allow adequate time to accommodate all registration and security screenings at the delivery site. A valid photo I.D. may be required. It shall not be sufficient to show that you mailed or commenced delivery before the due date and time. All times are Mesa, Arizona local times. The Bidder agrees to accept the time stamp in the City Purchasing Office as the official time.

i.16 **MODIFICATION / WITHDRAWAL OF BID.** Written requests to modify or withdraw the bid received by the City prior to the scheduled opening time will be accepted and will be corrected after opening. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the bid and marked as a MODIFICATION or WITHDRAWAL of the bid.

Requests for withdrawal after the bid opening will only be granted upon proof of undue hardship and may result in the forfeiture of any bid security. Any withdrawal after the bid opening shall be allowed solely at the City's discretion.

i.17 **EVALUATION PROCESS.** Bids will be reviewed by a screening committee comprised of City employees and/or authorized agents. The City staff may or may not initiate discussions with Bidders for clarification purposes. Clarification is not an opportunity to change the bid. Bidders shall not initiate discussions with any City employee or official.

i.18 **PRESENTATIONS/INTERVIEWS.** The Bidder must provide a formal presentation/interview upon request.

i.19 **CRITERIA FOR EVALUATION AND AWARD.** The City evaluates three categories of information: responsiveness, responsibility, and price. All bids, regardless of the type of solicitation, must meet the following responsiveness and responsibility criteria.

a) Responsiveness. The City will determine whether the bid complies with the instructions for submitting bids including completeness of bid which encompasses the inclusion of all required attachments and submissions. The City must reject any bids that are submitted late. Failure to meet other requirements may result in rejection.

b) Responsibility. The City will determine whether the Bidder is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced bids, past performance, references (including those found outside the bid), compliance with applicable laws-including tax laws, Bidder's record of performance and integrity- e.g. has the Bidder been delinquent or unfaithful to any contract with the City, whether the Bidder is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A Bidder must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet and/or any generally available industry information. The City reserves the right to inspect and review Bidder's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in rejection.

c) Price. We will then evaluate the bids that have met the requirements above.

i.20 **CONTRACT NEGOTIATIONS AND ACCEPTANCE.** Bidder must be prepared for the City to accept the bid as submitted. If Bidder fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, the City may reject bid or revoke the award, and may begin negotiations with another Bidder. The City is charged by its Charter to make an award that is in the best interest of the City. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the Bidder and the City until the City executes a written contract or purchase order.

i.21 **COMMENCEMENT OF WORK.** If Bidder begins any billable work prior to the City's final approval and execution of the contract, Bidder does so at its own risk.

i.22 **RESERVATIONS.** The City reserves the right to reject any or all bids or any part thereof; to rebid the solicitation; to reject non-responsive or non-responsible bids; to reject unbalanced Bids; to reject bids where the terms, prices, and/or awards are conditioned upon another event; to reject individual bids for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor defects/technicalities or form errors or other informalities in any bid. The City may seek clarification of the bid from Bidder at any time, and failure to respond is cause for rejection. Submission of a bid confers on Bidder no right to an award or to a subsequent contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City.

i.23 **PROTESTS.** If Bidder objects to any provision of the solicitation, and/or believes the City improperly rejected its bid, or believes the selected bid is not in the City's best interests, Bidder may submit a written protest.

Protests must be received within seven (7) calendar days after the protester knows or should have known of the facts giving rise to the protest.

Bidder must submit the protest to the Protest Officer. Only written protests submitted properly and within the time allowed and that are based on legal and/or factual grounds will be considered. The Protest Officer will issue a written decision.

PROTEST APPEAL. If Bidder believes the Protest Officer's decision is arbitrary or capricious and/or is not based on legal or factual grounds, an appeal may be made to the City Manager. Appeals must be submitted within seven (7) calendar days of the Protest Officer's decision. The Appeal must be based on factual or legal errors in the Protest Officer's decision and not simply a disagreement with that decision.

The City Manager or designee will review the record and all documents submitted to the Protest Officer to determine whether the decision should be sustained. The City Manager, at his/her sole discretion, has the option of referring the Appeal to the City Council for review. If referred by the City Manager, the Council will review the record and all documents submitted to the Protest Officer to determine whether the decision should be sustained. The City Manager or designee will issue a written response to the Appeal and this determination is final.

Protest and Appeal responses will be made by the City in as timely a manner as possible. The Protest Officer will have the sole discretion to stay the contract process until a Protest or Appeal is resolved. Concerns raised seven (7) calendar days or more after award are not subject to this Protest/Appeal process. Protests and Appeals that do not follow the processes contained in this section will be rejected.

PROTEST OFFICER:
Jim Ruiz
Purchasing Administrator
20 East Main Street, Suite 400
PO Box 1466
Mesa, Arizona 85211-1466
Fax: (480) 644-2655

APPEALS:
Christopher J. Brady
City Manager
20 East Main Street, Suite 750
PO Box 1466
Mesa, Arizona 85211-1466
Fax: (480) 644-2175

S.1 **CITY OF MESA ARIZONA:** Whenever the term "City" is used herein, it is referring to the City of Mesa, Arizona.

S.2 **CONTRACTOR.** Whenever the term "Contractor" is used herein, it is referring to the Contractor as well as any subcontractors. The Contractor is fully responsible for subcontractor's compliance with the Terms and Conditions herein as well as any resultant contract.

S.3 **SUBCONTRACTING AND JOINT VENTURES.** The City intends to contract with one entity per contract and that one entity shall be contractually responsible for performance. The Contractor may not subcontract work for a contract without the express written permission of the City. If the Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the agreement shall comply with its provisions and it is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees or agents of the Contractor and not the City. Nothing contained in any contract or joint venture agreement shall create any contractual relationships between any subcontractor and Mesa, nor shall the same create any obligation on the part of Mesa to pay any subcontractor. For any joint venture to be acceptable, Contractor must take full contractual responsibility for the obligation.

S.4 **CONTRACTOR BUSINESS REQUIREMENTS.** The Contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. The Contractor must stay fully informed of existing and future Federal, State and Local laws, ordinances and regulations that in any manner affect the fulfillment of this contract and shall comply with the same. The Contractor's personnel, facilities and equipment shall be in full compliance with all applicable federal, state and local health, environmental and safety laws, regulations, standards, ordinances, and privilege license and permit requirements, whether or not they have been referenced by the City.

Employee compensation shall meet all applicable requirements of the Fair Labor Standards Act and Federal and Arizona minimum wage laws.

The Contractor shall comply with all applicable OSHA regulations. The Contractor bears full responsibility for employee training, safety, and providing necessary equipment to achieve compliance prior to the contract commencement date. Upon request, Contractor shall demonstrate to the City's satisfaction any programs, procedures and other activities used to ensure compliance.

The Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statute.

Per Arizona Revised Statute (herein "A.R.S.") §35-392, the Contractor shall not be in violation of section 6(j) of the Federal Export Administration Act.

The Contractor shall be compliance with A.R.S. §35-391 and 35-393 which prohibit the Contractor from having scrutinized business operations in Sudan or Iran.

The Contractor shall be in compliance with all applicable tax requirements and shall be current in payment of such taxes.

The Contractor will be responsible for any damages to property when such property is the responsibility of or in the custody of the Contractor or its employees.

Upon request, the City may inspect or request copies of any such records it deems necessary to determine compliance with this section.

S.5 **COMPLIANCE WITH FEDERAL AND STATE IMMIGRATION LAWS.** The Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City or its agents to inspect personnel records to verify such compliance. The Contractor shall ensure and keep appropriate records to demonstrate that all employees have a legal right to live and work in the United States.

Under the provisions of A.R.S. §41-4401, Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with, and are

contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Contractor or Subcontractors employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

Neither the Contractor nor any of Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

S.6 **EMPLOYMENT PRACTICES.** Contractor asserts that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and asserts that it complies with all applicable Federal, state and local laws and executive orders regarding employment. The Contractor, its employees and subcontractors will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Contract.

S.7 **DRUG FREE WORKPLACE PROGRAM.** Contractors are hereby advised that the City of Mesa has adopted a policy establishing a drug free workplace for itself and as a requirement for Contractors doing business with the City, to ensure the safety and health of employees working on City contracts/projects.

The Contractor shall require a drug free workplace for all employees working under the contract. Specifically, all Contractor employees who are working under this contract shall be notified in writing by the Contractor that they are prohibited from the manufacture, distribution, dispensation, possession or unlawful use of a controlled substance in the workplace. The Contractor agrees to prohibit the use of intoxicating substances by all employees and shall ensure that employees do not use or possess illegal drugs while in the course of performing their duties.

Failure to require a drug free workplace in accordance with the Policy may result in termination of the contract and possible debarment from bidding on future City of Mesa contracts/projects.

S.8 **BACKGROUND CHECK:** The City may conduct criminal and driver history background checks of Contractor's officers, employees or agents who would supervise or physically perform the Contract requirements, and/or who will have access to the City's information, data, and/or facilities. Any officer, employee or agent deemed unsuitable by the City must be replaced immediately.

S.9 **FOB POINT & RISK OF LOSS.** All deliveries shall be FOB destination unless otherwise agreed. The Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction shall not release Contractor from any obligation hereunder. Freight charged/terms shall be as agreed.

S.10 **CONTRACT ADMINISTRATION.** The contract shall be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract shall be referred to an administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the Contract Administrator(s).

S.11 **NON-EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or

services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through the awarding of the contract.

S.12 **TAX EXEMPTION.** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request. The City is not exempt from State and Local sales/use taxes.

S.13 **ASSIGNMENT.** No contract awarded by the City may be assigned either in whole or in part without first receiving written consent of the City. Any attempted assignment, either in whole or in part, without such consent shall be null and void and in such event the City shall have the right at its option to terminate the contract. No granting of consent to any assignment or subcontracting shall relieve the Contractor from any of its obligations and liabilities under the agreement. Any subcontracting in violation of this section shall also be void.

S.14 **DEFAULT, TERMINATION AND OTHER REMEDIES.** The City reserves the right to terminate any part or all of a contract resulting from this solicitation if the Contractor fails to carry out any term, promise, or condition of the contract. The City will issue a written Notice of Default to the Contractor if in the opinion of the City, the Contractor:

- Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the contract resulting from this solicitation;
- Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) days;
- Fails to obtain and/or keep any required bonds and insurance policies in full force and effect at all times during the term of the contract;
- Provides services that do not meet the requirements of the contract or conducts business in an unethical or illegal manner;
- Fails to complete the required work or fails to perform required services within the time frame stipulated.
- Fails to materially perform or comply with the terms and conditions of the contract resulting from this solicitation.

Failure of the Contractor to remedy any problems noted by the City's deadline set in the Notice of Default or to otherwise bring performance to satisfactory levels that are within the requirements of the contract shall give the City cause to cancel this contract. In addition, any Contractor who is the recipient of three or more Default Notices during any twelve-month period, or five or more during the entire term of the contract, shall give the City cause for termination.

If the City terminates the contract, the Contractor will be provided with a written notice that specifies the effective date of the termination. After receipt of the Notice of Termination, the Contractor agrees to perform under the terms and conditions of this contract up to and including the date of termination as though no termination has been made. In case of default and/or termination, the City reserves the right to purchase the services required under the contract from the open market, to complete required work itself or have it completed at the expense of the Contractor. The City may recover any actual excess costs by (1) deduction from an unpaid balance due to the Contractor; (2) collection against the proposal and/or performance security; if any; (3) collection against liquidated damages (if applicable); or (4) a combination of the aforementioned remedies or other remedies as provided by law.

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of its intent to perform. In the event that the 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.

S.15 **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate any resulting order or contract in part or in whole upon thirty (30) days written notice. The City will be responsible only for those goods and/or services that conform to the requirements of the contract and that have been delivered and/or performed and accepted.

S.16 **FUNDS APPROPRIATION.** The City is a governmental agency, which relies upon the appropriation of funds by its governing body to satisfy its obligations. In the event that an appropriation is not granted and operating funds are not otherwise legally available for the City to meet its obligations under any contract(s) resulting from this request, the City shall have the right

to terminate the contract without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date. The City will pay the Contractor all charges incurred through the termination date.

Due to ongoing budgetary constraints, certain tasks, performance frequencies, or both may be permanently reduced or eliminated by the City upon providing the Contractor with thirty (30) calendar days advance written notice during any term of this contract.

S.17 **WARRANTY.** The Contractor warrants that all services will be performed in a good, workman-like and professional manner. Unless otherwise agreed, the Contractor warrants that supplies shall be new, unused, of most current manufacture and not discontinued, shall be free of defects in materials and workmanship, shall be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and shall perform in accordance with manufacturer's published specifications. The Contractor warrants it has title to, or the right to allow the City to use, the supplies and services being provided and that the City may use same without suit, trouble or hindrance from the Contractor or third parties.

S.18 **CONFLICT OF INTEREST.** Pursuant to A.R.S. § 38-511, the City Manager or his authorized agent may cancel any contract(s) resulting from this request within three years after award, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the contract for the City becomes an employee or agent of the Contractor.

S.19 **QUANTITIES.** Any listing in this request referencing quantities or performance frequencies represent the City's best estimate of current requirements, but shall not bind it to purchase, accept or pay for services which exceed its actual needs.

S.20 **INDEMNIFICATION/LIABILITY.** The Contractor agrees to defend, indemnify and hold the City, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' and expert witnesses' fees, and expenses incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the City) and all other types of claims resulting from the actual or alleged negligence, misconduct, or fault of the Contractor resulting from the acts or omissions of the Contractor, its employees, agents, or subcontractors in the performance of the contract. The Contractor shall assume risk of loss until delivery to the City's facility. The Contractor shall do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and shall at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery. In any instance where the Contractor has accepted a tender from the City, the Contractor agrees to update the City during the course of the litigation and to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by the tender.

Without limiting the foregoing, the Contractor shall, without limitation, at its expense defend the City against all claims asserted by any person that anything provided by the Contractor infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment shall be obtained against the City's use or operation of the items provided by the Contractor hereunder or any part thereof by reason of any alleged infringement, the Contractor shall, at its expense and without limitation, either (a) modify the item so that if becomes non-infringing; or (b) procure for the City the right to continue to use the item; or (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount shall be calculated on a useful life not less than 5 years, and plus any additional costs the City may incur to acquire substitute supplies or services.

The City assumes no liability for actions of the Contractor and shall not indemnify or hold the Contractor or any third-party harmless for claims based on this contract or use of the Contractor provided supplies or services.

Neither party shall be liable for incidental, special or consequential damages.

S.21 **INSPECTION OF RECORDS, FACILITIES AND EQUIPMENT.** The Contractor shall preserve the records required under this contract for a minimum of two years after the expiration of the contract. The City or its authorized agent reserves the right to inspect any records, facilities and equipment used or proposed to be used by the Contractor for the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by the Contractor in relation to the contract. The Contractor shall permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at the Contractor's place of business or at City of Mesa offices, as determined by the City.

S.22 **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of the Contractor to the City shall be that of an independent Contractor.

The Contractor assumes full responsibility for all of the duties and responsibilities of the contract. The City assumes no liability or responsibility for work performed by any subcontractor. The Contractor shall notify the City any time a subcontractor is hired, and the City shall have the right to require the Contractor to submit an affidavit for settlement of claims prior to receiving payment for subcontracted work.

The Contractor shall pay all just claims due for services performed by employees or subcontractors, and for all material and equipment furnished or rented which is actually used in the performance of this contract. Upon request, the Contractor shall furnish satisfactory evidence that all of said persons have been fully paid.

S.23 **SUBSTITUTION OF GOODS OR SERVICES.** Should the Contractor fail to meet its contractual obligations, at its option and without notice the City may secure substitute services or goods. If the cost of obtaining substitute services or goods exceeds the contract price, the difference shall be charged back to the Contractor, or if no monies are owed the contractor/vendor, it shall promptly reimburse the City for such costs. The Contractor shall reimburse the City for any and all costs, fees, and expenses incurred in obtaining substitution services/goods and expended in obtaining reimbursement, including but not limited to administrative expenses, attorney's fees and costs.

S.24 **PERFORMANCE SECURITY.** If required herein, the successful Offeror, simultaneously with the execution of the Contract, will be required to furnish a Performance Security (Refer to i.5). The Security may be submitted in one-year increments and in any one of the following forms: an executed surety bond issued by a firm licensed and registered to transact such business with the State of Arizona; cash; certified check, cashier's check or money order payable to the City of Mesa (personal and company checks are not acceptable); an irrevocable letter of credit; certificate of deposit or any other form of deposit issued by a financial institution and acceptable to the City. If the Contractor fails or refuses to fully comply with the terms and conditions of the contract, the City shall have the right to use all or such part of said Security as may be necessary to reimburse the City for loss sustained by reason of such breach. The balance of said Security, if any, will be returned to Contractor upon the expiration or termination of the contract.

S.25 **COOPERATIVE USE OF CONTRACT.** The City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. The contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

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

S.26 **PUBLIC RECORDS.** The Offeror acknowledges that the City is a public entity, subject to

Arizona's public records law (A.R.S. § 39-121 et. seq.). Submission of a proposal may result in the disclosure of any aspect, part or portion of the proposal. Offeror hereby grants the City permission to copy all parts of its proposal, including without limitation any documents and/or materials copyrighted by the Offeror. The City's right to copy shall be for internal use in evaluating the proposal, or in response to a public records request under Arizona's public records law or to a subpoena or other judicial process.

S.27 **EXCLUSIVE POSSESSION.** All data provided by the City as well as all services, information, computer program elements, reports and other deliverables, which may be created under this contract, are the sole property of the City and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

S.28 **RESERVATIONS.** No term or provision of the contract shall be deemed to be waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of or payment for any goods or services hereunder, or approval of design, shall not release the other party of any of the warranties or other obligations of the contract and shall not be deemed a waiver of any such rights or remedies.

S.29 **FORCE MAJEURE:** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortages, fire, flood, explosion, legislation, and governmental regulation.

The party whose performance is so affected shall promptly notify the other party of all pertinent facts and take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. It is understood and agreed that settlement of strikes or other labor disputes shall be at the sole discretion of the party encountering the strike or other dispute an that the inability of Contractor or its subcontractors to meet the requirements of this Agreement as a result of labor strikes or disputes shall not be deemed to be a Force Majeure.

S.30 **USE OF NAME.** Contractor shall not use the name of Mesa in any advertising or publicity without obtaining the prior written consent of Mesa.

S.31 **SUPERSEDING EFFECT.** The contract documents resulting from this solicitation shall supersede all prior oral or written agreements, if any, between the parties, and shall constitute the entire agreement between the parties with respect to the work to be performed.

S.32 **APPLICABLE LAW.** This contract shall be governed by the law of Arizona. The forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement shall be Maricopa County, Arizona.

S.33 **OFFICIAL SOLICITATION DOCUMENT.** Changes to the solicitation document made by an Offeror may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition or specification unless specifically acknowledged and agreed to by the City. The copy maintained and published by the City shall be the official solicitation document.

S.34 **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.

1. **PROJECT MISSION.** We are dedicated to providing superior services to our customers in order to improve the quality of life for Mesa residents, businesses and visitors. We are looking for vendors who share that dedication and will help us meet that goal.
2. **BACKGROUND.** Graffiti is the most common type of property vandalism according to the Bureau of Justice Statistics. There are several types of graffiti, including, gang, hate, and generic (non-threatening messages). If not addressed, graffiti sends the signal that nobody cares, attracting other forms of crime and street delinquency to the neighborhood. Graffiti decreases a resident's feeling of safety. Neighborhoods with graffiti see a decrease in property values, loss of business growth and tourism, and reduced ridership on transit systems. The key to a successful graffiti program is quick response and dedicated staff who work in collaboration with our Administrative staff for dispatch and record keeping in the City Works Program. For the last 15 years the Transportation Department has been abating graffiti throughout the City of Mesa with the current goal to abate graffiti within twenty-four hours of notification; however Transportation Field Operations staff has been able to abate a high percentage of graffiti the same day they are dispatched. This is no simple task due to the high volume of calls the City of Mesa receives, on average the City of Mesa receives approximately 4800 graffiti tags a year. The City has decided to contract out the graffiti abatement field service while maintaining the current City's graffiti data base by City staff.
3. **SCOPE OF WORK.** This Request for Bids is for a one year term with four (4) one-year renewal options to provide graffiti abatement services for the City of Mesa Transportation Department. The City has decided to go out for bid to enhance the current program by adding color matching and removal to graffiti services.

   Work shall be performed at a variety of locations within the City limits. Locations shall include, but not be limited to, City-owned property, property owned by other government agencies, privately owned property, and commercial property for which permission to enter has been obtained. . Based upon historical data collected by the City of Mesa, and used for illustrative purposes only, a typical daily work assignment might include abatement at two dozen locations with an aggregate abatement treatment area of 3500 square feet. **All quantities listed are estimates only, they represent the City's best estimate of current requirements, but shall not bind it to request, accept or pay for services more than its actual needs nor for any items for which funds are not available.**

   The Transportation Department will conduct a quarterly review of contract performance for the first term of the contract, at a minimum. Modifications to the Scope of Work agreed upon by the City and the Contractor may be made following the quarterly review.

   Graffiti removal methods may include color match painting, abrasive removal techniques and other methods proposed by the Contractor and approved by the City. Graffiti removal methods shall not harm, deface or mark the surface.

   Depending on the surface, graffiti abatement under this contract will be accomplished by painting over graffiti with a flat finish latex paint that matches the color of the original surface or by removal. Surfaces where graffiti will typically be painted out will generally include masonry back-up fences/walls; various site furnishings such as previously painted concrete benches, and trash receptacles; bicycle/pedestrian paths; and painted irrigation controller cabinets. Surfaces where graffiti will typically be removed will generally include stainless steel irrigation controller cabinets, traffic signal controller cabinets, street light poles powder-coated shade structures in parks, and unpainted site furnishings such as concrete benches and tables.

   The City reserves the right to terminate any resulting order or contract in part or in whole upon thirty (30) days written notice (Per S.15).

   All data generated by the Contractor is owned by the City of Mesa. The City of Mesa shall determine if bids submitted meet the required Technical Specifications.

4. **METHOD OF INVOICING (CONTRACTOR'S INVOICE).** For this agreement, the Contractor shall submit invoices on a regular, consistent basis of not less than fifteen (15) days or more than thirty (30) days unless otherwise directed by the City of Mesa Inspector.

   Contractor's Invoice must include the following information:
   A. City of Mesa, Transportation Department contract agreement number.
   B. Line items listed individually by the written description in the contract.
   C. Period this invoice covers, i.e. "June 1 through June 15, 2010"
   D. Unit price, extended and totaled.
   E. Quantity completed and accepted during this time period.
   F. Items grouped by Work Order and subtotaled.
   G. Invoice number and date.

   REMINDER: Unit prices should already **include any and all applicable taxes**; therefore any additional tax added to the invoice is not acceptable.

   Mail invoices to: **City of Mesa,**
   RC 363 Field Operations
   P.O. Box 1466
   Mesa, Arizona 85211-1466

5. **DAMAGE TO SURFACES.** The Contractor shall take all necessary steps to protect and prevent damage to all surfaces within, or contiguous to the project area. If damage to surfaces is caused by the Contractor, its actions or lack of care, the Contractor will repair, replace or compensate the City in a method approved by the City Inspector.
6. **TEMPORARY TRAFFIC CONTROL (TTC) PERMIT.** All persons, contractors, utilities, and other agencies including City departments must obtain a TTC permit if they are to restrict access (partial or complete closures) on public streets, sidewalks, bike lanes, alleys or other public facility except as noted in the City of Mesa Temporary Traffic Control Rules and Procedures. The permit authorizes restrictions to be in place as specified on the permit, but does not guarantee the requester exclusive rights to occupy a particular portion of the public right-of-way. Weather, emergencies, incidents, or other projects and special events might require rescheduling of activities. The City will attempt to identify all known potential conflicts so they can be resolved cooperatively among those involved.

   Unless otherwise exempted by the TTC Rules and Procedures, TTC permits are required for restrictions on local streets as well as on collector and arterial streets. In the case of unplanned restrictions due to emergencies, notify Transportation as soon as practical at 480-644-4TTC (4882)
7. **WORK AREA.** The contractor shall clean up the work area and maintain the site during and after abatement, until accepted, and shall do all work and pay all cost incidental thereto. The Contractor shall, upon completion of the work, remove all temporary construction facilities, debris, and unused materials and put the work site of the work and public right-of-way in a neat and clean condition. No special payment will be made for this item and is to be included in the unit bid price(s). Contractor shall restore any damaged City property or private property to its original conditions as determined by the City of Mesa.
8. **WORK CREW SUPERVISION.** The Contractor shall provide qualified supervision of each crew at all times while working under this Contract. Each supervisor must be able to converse in the English language, and shall be authorized by the Contractor to accept and act upon all directives issued by the City of Mesa. Failure for the supervisor to act on said directives shall be sufficient cause to give notice that the Contractor is in default of the Contract unless such directives would create potential personal injury or safety hazards, or are contrary to the intent of these specifications.
9. **SAFETY.** Safety vests or high visibility clothing must be worn by Contractor employees at all times during this project.

Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and City of Mesa governments when providing these services. The Contractor shall be responsible for the training and instruction of all workers, employees and subcontractors on all required job safety standards and traffic safety. Upon request, Contractor shall demonstrate to the City's satisfaction any programs, procedures and other activities used to ensure compliance.

The Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and any other safety/traffic control equipment, within their work sites, required to protect its employees, the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time during this project without the prior approval of the City. Contractor shall notify the City, in writing, whenever any violation, citation or warning is received for noncompliance in any safety or health related issue while providing these services.

10. **RESPONSE ELEMENTS.**

- Pricing and Compensation
- Exceptions, Confidential and Additional Materials
- Contract Form and Signatures
- Vendor Information

All responses must include a fully completed, most current W-9 form. Failure to submit a W-9 will not disqualify your bid.

11. **INSURANCE REQUIREMENTS.**

Contractor shall maintain coverage for all general, contractual and products liability risks normally associated with the goods and materials and/or services covered by this contract.

The Contractor shall maintain at all times during the term of this contract, a minimum amount of $1 million per occurrence Commercial General Liability insurance, including Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured.

The Contractor shall maintain at all times during the term of this contract, a minimum amount of $1 million per occurrence Automobile Liability insurance.

The Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statute.

When the City requires a Certificate of Insurance to be furnished, the Contractor's insurance shall be primary of all other sources available. When the City is a certificate holder, the Contractor agrees that no policy shall expire, be canceled or materially changed to affect the coverage available without thirty (30) calendar days advance written notice to the City.

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

CONTRACTOR'S RESPONSIBILITIES

Work Assignments

1. Work will generally consist of painting out and/or removal of graffiti from various types of surfaces in various locations throughout the City of Mesa. Contractors shall be prepared to abate graffiti anywhere within the City limits. Surfaces will generally include masonry fences/walls; various site furnishings such as concrete benches, wooden and metal shade structures, and trash receptacles; bicycle/pedestrian paths; painted and stainless steel irrigation controller cabinets; and masonry/concrete buildings and associated trim.
2. The Contractor shall contact the City of Mesa Transportation representative one time per day, four days per week (Monday through Thursday) at a mutually agreed upon time to discuss the Contractor's schedule for the day, pending work orders, areas to be maintained and areas to be inspected for approval. Weekend work orders will be assigned on Thursday.
3. The Contractor shall receive work orders from the Transportation Department Administration staff via electronic mail, as agreed upon by the Transportation Department Representative and the Contractor.
4. The Contractors work hours shall be between 6:00am and 6:00pm, Monday - Sunday unless pre-approved by the Transportation Department Representative.
5. Upon receipt of a work order, the Contractor shall inspect the location and determine the method of abatement that will maintain the integrity of the surface.
6. The Contractor shall provide services within twenty-four (24) hours of issuance of work orders. In the event that a site cannot be abated within twenty-four (24) hours due to inclement weather, size of the site or any other reason, the Contractor shall notify the Transportation Department Representative with the status of the site prior to the end of the twenty-four (24) hour timeline. Work may be assigned as a targeted area graffiti removal. As directed by the Transportation Department Representative. The Contractor may be required to work with a site, neighborhood or corridor liaison in addition to the Transportation Representative.
7. The Contractor shall meet with the Transportation Department Representative at a mutually agreed upon time to discuss program status and issues.
8. The Transportation Department Representative, Transportation Administrative Staff, or the City of Mesa Police Department may designate sites as needing an emergency response. An emergency work order will be issued immediately. Emergency response sites will have first priority and may require abatement on the same day. The Contractor shall notify the City of Mesa Transportation Administration Staff by phone or Email as soon as the graffiti work order has been completed. If the City of Mesa Transportation Administration Staff is unavailable, Contractor will leave a message outlining the required information when work order has been completed. Accommodations for special projects may be made.
9. Work on private property shall not be performed without a Consent Form signed by the owner unless authorized by the City of Mesa Transportation Department Representative. A sample of the Consent Form is provided as Attachment; the Contractor shall obtain the signature of the property owner on the consent form prior to beginning work. Original consent forms shall be returned to the City of Mesa Transportation Department Representative on a weekly basis and are property of the City. The City will maintain a database of Consent Forms.
10. In the event that the Contractor identifies graffiti in close proximity to the site designated on the work order or in the targeted area graffiti removal boundaries, the Contractor shall contact the City of Mesa Transportation Administration Staff to request a work order prior to abating the graffiti. In the event that the Contractor is unable to reach the City of Mesa Transportation Administration Staff, the Contractor shall abate the graffiti and request a work order the next business day.

Description of Work

1. Contractor is expected to provide all equipment, material, supplies, and personnel necessary to abate graffiti from surfaces and items such as masonry fences/walls; various site furnishings such as concrete benches, wooden gazebo structures, and trash receptacles; bicycle/pedestrian paths;

painted and stainless steel irrigation controller cabinets; and masonry/concrete buildings and associated trim, and provide a before and after photographic record of the graffiti abated. Depending on the surface, abatement may be by painting out the graffiti or by removal.

2. The method of removal shall not leave shadows or ghosting and shall not follow the pattern of the graffiti such that letters or shapes remain apparent on the surface after the graffiti markings have been removed.
3. Unless otherwise approved by the City of Mesa Transportation Department Representative, graffiti shall be removed so that the area surrounding it constitutes a box, rectangle, circle or other geometric shape to minimize the appearance of shadows or ghosting.
4. The Contractor shall protect the surfaces adjacent to the area to be abated.
5. The Contractor shall abate the entire surface in the event that the graffiti covers a significant area of the surface. The City of Mesa Transportation Department Representative shall determine whether or not an entire surface will be abated on a case by case basis. Contractor will contact City of Mesa Transportation Representative by phone for direction.
6. In the event that the Contractor arrives on site to find the graffiti has been abated, the Contractor shall notify the City of Mesa Transportation Administration Staff and submit photos of the abated location.
7. The Contractor shall ensure protection of the work area at all times including, but not limited to:
    a. Barricading area for work performed within the public right-of-way that complies with City of Phoenix Traffic Barricade Manual and City of Mesa amendments.
    b. Barricading the area of work at distances, so as not to allow pedestrians into the work area.
    c. Using warning signs and sidewalk and street cones to inform the public of work being conducted.
    d. Immediately correcting damages to the work site.
    e. Leaving work in undamaged condition.
    f. Providing signs to protect the finishes and the public.
    g. The Contractor shall remove all equipment and materials from each site and leave the site broom clean at the end of each workday.
8. The Contractor shall dispose of all material containers and excess materials in accordance with all applicable laws, regulations, ordinances, codes and any other legislative or statutory requirements. Material rinse residue shall be collected and disposed of appropriately. Contractor shall take all reasonable measures to prevent accidental spilling of paint or removal materials. In the event of such spill, immediately remove all spilled material and if necessary, notify the proper authorities.
9. The Contractor is responsible for obtaining and purchasing any water necessary for abatement. Water is available at fire hydrants throughout the City. The Contractor is responsible for obtaining all necessary permits, fittings and water meters that may be required by the City.

Photographic Documentation of Work

1. The Contractor shall produce photographs of the location before work is performed and after work has been completed. Photographs shall be electronically labeled with the date the photos are taken and labeled with the City of Mesa work order number to be provided by the City of Mesa Administrated staff.
2. Photographs shall document the size of the area of graffiti to be abated. Photographs shall also document the address of the location of the graffiti.
3. Photographs must be submitted to the City of Mesa Administrated staff via electronic mail.

Personnel

1. Contractor shall designate one specific individual that is able to communicate in English to oversee and inspect work performed by Contractor's personnel assigned to this contract. The designated representative shall be immediately available during work activities to receive communications from the City of Mesa Administrated staff and City of Mesa Transportation Representative.

2. The Contractor shall utilize only trained, competent employees in the performance of this contract. At the request of the City, the Contractor shall remove from assignment to this contract any incompetent, abusive or disorderly employee, whether supervisory or non-supervisory.
3. The Contractor's crews shall be in possession of a copy of the resulting contract and the MSDS for each product used in the performance of work at all times.

Equipment

1. The Contractor's vehicles and equipment shall be neat in appearance and easily identified. Identification on the Contractor's vehicles shall consist of, at a minimum, company name, local telephone number, and "Under Contract with the City of Mesa" in print no less than eight (6) inches tall. A magnetic sign is preferred and must be removed while not working for the City of Mesa.
2. The Contractor shall maintain its vehicles and equipment in safe and mechanically sound condition.
3. The Contractor shall provide all personnel, vehicles, materials, supplies and equipment necessary to perform services with the exception of paint that may be provided by the property owner.
4. The City will not provide storage space for the Contractor's vehicles, materials, supplies and equipment available.

Contractor Purchased Paint Specifications

1. Paint for painting over graffiti on masonry/concrete walls/fences, previously painted concrete or wood benches and tables, previously painted irrigation controller cabinets shall conform to the following:

   Sherwin-Williams A-100, Dunn Edwards Enduracryl W705, Frazee Mirroglide 143, Dulux Professional 200 Exterior Flat, or approved equal, 100%
   acrylic exterior flat paint.

2. Paint for painting out graffiti on bicycle/pedestrian paths shall conform to the following:

   Kelly Moore Acry-Tred Acrylic Anti-Slip Floor coating, or approved equal,
   exterior skid resistant/anti-slip paint.

Compliance with Applicable Laws and Regulations

1. Contractor shall perform all requirements under this contract in strict observance of and compliance with all applicable laws, regulations, ordinances, codes and any other legislative or statutory requirements.
2. Contractor warrants that the performance of services under this contract shall be compliant with the current requirements of the Occupational Safety and Health Act (OSHA) and as it may be amended or updated throughout the term of this contract.

Use of Products

1. Contractor shall ensure that all employees have immediate access to the Material Safety Data Sheet's (MSDS) for each product used in the performance of this contract.
2. Contractor shall be in compliance with all provisions of the Federal Hazard Communication Act.
3. All products used by the Contractor shall be manufactured products specifically intended for purpose for which they are being used. Contractor shall not devise any products of his/her own making for use under this contract. The use of all products shall be in strict conformance with the manufacturer's specifications.

Protection of the Public and Damages to Existing Structures

1. The Contractor shall exercise caution at all times for the protection of persons and property. All fines, penalties and/or repair charges resulting from the Contractor's actions shall be the sole responsibility of the Contractor at no cost to the City of Mesa.

2. The Contractor shall not permit placing or use of equipment in such a manner as to block vehicle traffic lanes or create safety hazards. The Contractor shall be responsible for the use of all appropriate warning devices.

3. The Contractor shall avoid damage to existing structures. In the event that a structure is damaged in the course of work, the Contractor shall be solely responsible for its repair or replacement.

Documentation

1. All documentation for work performed under this contract shall be submitted electronically in an Excel 2007 format or other format approved by the City of Mesa Transportation Representative.

2. The documentation shall include the following:
   a. Contract number
   b. Purchase order number
   c. Contractor's invoice number
   d. Abatement site address
   e. Work order number
   f. "Before" and "after" photographs
   g. Beginning and ending dates for services
   h. Arrival and departure times for services
   i. Beginning and ending mileage for travel to the site
   j. Square footage removed for each method of removal
   k. Total square footage removed
   l. Qualities and type of removal product or paint used per abatement
      - Paint type
      - Silicon Sand
      - Graffiti Remover
      - Soda
      - Steam
   m. Identify if graffiti was abated on private or public property. If on public property the public owner must be identified, Transportation (ROW), Street light, Signals, Sanitation, Parks, Utilities, Facilities.

GRAFFITI ABATEMENT GUIDELINES

Paint Out:

1. The Contractor shall not paint previously unpainted surfaces and finishes such as slump stone, split face masonry, stone, brick, concrete block, galvanized poles, stainless steel/aluminum pole, stainless steel/aluminum/plastic box, unless painting is specifically requested by the property owner or City of Mesa Transportation Representative. These specific requests shall be noted on the work order for the site.

    a. Paint used to paint over the graffiti shall match the color of the original surface.
    b. Subject to availability, the City will provide the Contractor with colors of paint for use on City property as defined by the City of Mesa Transportation Representative.
    c. The Contractor shall color match existing painted surfaces. All areas where graffiti is to be painted over shall be covered with a minimum of one (1) coat of paint applied at manufactures recommended application rate.
    d. Contractor may use any industry standard method to apply the paint, i.e. airless, brush, roller or any combination of application methods.
    e. If the wall has been previously painted, and the graffiti to be abated is on the previously painted surface and the color is known, Contractor may paint out just the area with the graffiti.
    f. Graffiti on a wooden structure may be painted over or removed.
    g. Graffiti on a surface that has not been previously painted over shall not be painted over but shall be removed.

Removal:

a. Graffiti on items/surfaces such as stainless steel irrigation controller cabinets, street light poles, and unpainted concrete benches and tables shall be removed.
b. Removal may be by any industry standard method that will not damage the structural integrity of the item from which the graffiti is being removed.
c. All chemical graffiti removal products shall be biodegradable and environmentally safe
d. The Contractor shall perform all abrasive removal techniques so that the abatement area is blended into the adjacent surface.
e. Graffiti on a wooden structure may be painted over or removed

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish **Graffiti Abatement Services** to the City of Mesa at the price(s) stated below.

UNIT PRICING

Unit prices for all line items must be expressed using no more than two (2) decimal places. For example, a unit price of $1.05 is acceptable. However, a unit price of $1.054 is not acceptable because it is greater that two decimal places. In this case $1.054 would be rounded down by the City to $1.05, prior to bid evaluation. A bid price of $1.055 will be rounded up to $1.06 prior to bid evaluation. Conventional rounding methods will be used in all cases where more than two (2) decimal places are used. All applicable taxes must be included in unit prices.

BID ITEMS

The following explains the City's intent when requesting a unit price for items in the bid price schedule. Please review other areas of this solicitation for details of work methods and terms used.

Paint out method – Bid Item No. 1

This bid item covers abatement using paint to **cover** graffiti on various surfaces, up to twenty (20) feet above ground level. The Contractor shall provide everything necessary, including but not limited to, all material (including paint), labor, equipment, supplies, tools and transportation to paint over any type of graffiti. The Square foot price includes matching the color of the existing surface.

Removal method – Bid Item No. 2

This bid item covers abatement using various chemical, washing or blasting methods to **remove** graffiti from various surfaces up to twenty (20) feet above ground level. The Contractor shall provide everything necessary, including but not limited to, all material (including chemicals, cleaners, media, etc), labor, equipment, supplies, tools and transportation to remove any type of graffiti.

Miscellaneous labor – Bid Item No. 3

This bid item covers other related work that may arise during the course of the agreement and will be used at the option of the City. Price per hour shall include, but is not limited to, a one person crew; vehicle, equipment, tools and supplies to perform graffiti related (painting, removal, etc.) work. For example, this bid item may be used if the City requests graffiti abatement to an area which is more than twenty (20) feet above ground level.

ITEM NO.	DESCRIPTION	UNIT PRICE Two decimal places only (Including all applicable taxes)	ESTIMATED ANNUAL QUANTITY	TOTAL PRICE
1	Graffiti Abatement, **Paint out method**	$	500,000 Sq Ft	$
2	Graffiti Abatement, Chemical, Blasting or other **Removal method**	$	250,000 Sq Ft	$
3	Miscellaneous **Labor**, 1 man crew	$	100 Hours	$
			TOTAL BID	$

FOB: Destination
No fuel surcharges will be accepted.

Payment terms (not less than net 30 days): _____

Completed W-9 Form Attached?_____ Yes _____ No (A "no" answer will not disqualify your bid.)

Does Bidder agree to honor the prices, terms and conditions to other agencies as specified in section S.25?

_____ Yes _____ No (A "no" answer will not disqualify your bid.)

Bidder complies with S.4 CONTRACTOR BUSINESS REQUIREMENTS? (If Applicable)

_____ Yes _____ No

EXCEPTIONS, CONFIDENTIAL & ADDITIONAL MATERIALS

Bidders shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document.

Exceptions (mark one):

_____ No exceptions

_____ Exceptions taken (describe--attach additional pages if needed)

Confidential/Proprietary Submittals (mark one):

_____ No confidential/proprietary materials have been included with this bid

_____ Confidential/Proprietary materials included. Bidders should identify below any portion of their bid deemed confidential or proprietary (see Standard Terms and Conditions, section S.26). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the City prior to any public disclosure. Requests to deem the entire bid as confidential will not be considered.

Additional Materials submitted (mark one):

_____ No additional materials have been included with this bid

_____ Additional Materials attached (describe--attach additional pages if needed)

Vendor Name_____ Date: _____

By signing and submitting this Bid, the Vendor certifies that:

a) It is under no legal prohibition on contracting with the City of Mesa.
b) It has no known, undisclosed conflicts of interest.
c) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
d) The prices offered were independently developed without consultation or collusion with any of the other Respondents or potential Respondents or any other anti-competitive practices.
e) It grants the City of Mesa permission to copy all parts of this Response, including without limitation any documents and/or materials copyrighted by the Respondent, for Mesa's internal use in evaluating Respondent's Proposal, or in response to a public records request under Arizona's public records law (A.R.S. §39-121 et. seq.) or other applicable law, subpoena, or other judicial process; provided that Mesa agrees not to change or delete any copyright or proprietary notices.
f) Under the provisions of A.R.S. §41-4401, Respondent hereby warrants to the City that the Respondent 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").
g) Under the provisions of A.R.S. §35-392, Respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act.
h) Under the provision of A.R.S. §35-391 and §35-393, Respondent certifies that they do not have Scrutinized Business Operations in Sudan or Iran.
i) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
j) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
k) It is current in all tax obligations due to the City.
l) The signatory is an officer or duly authorized agent of the Respondent with full power and authority to submit binding offers for the goods or services as specified herein.
m) It will accept such terms and conditions in a resulting contract if awarded by the City.

ACCEPTED AND AGREED TO:

Company Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ACCEPTANCE OF OFFER:

The offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract, including all terms and conditions, specifications, addenda, etc. This contract shall henceforth be referred to as Contract Number **2010161.**

Awarded this ____ day of _____, 201__

_____
Edward Quedens, CPPO, C.P.M.
As Business Services Director

VENDOR INFORMATION

Company Legal/Corporate Name: _____

Doing Business As (if different than above): _____

Address: _____

City: _____ State: _____ Zip: _____-_____

Phone: _____ Fax: _____

E-Mail Address: _____ Website: _____

Taxpayer Identification Number: _____ DUNS #_____

Remit to Address (if different than above):

Address: _____

City: _____ State: _____ Zip: _____-_____

Contact for Questions about this bid:

Name: _____ Fax: _____

Phone: _____ E-Mail Address: _____

Day-to-Day Project Contact (if awarded):

Name: _____ Fax: _____

Phone: _____ E-Mail Address: _____

Sales/Use Tax Information (check one):

____ Bidder is located outside Arizona and does NOT collect Arizona State Sales/Use Tax (The City will pay use tax directly to the AZ Dept of Revenue)

____ Bidder is located outside Arizona is authorized to collect Arizona Sales/Use Taxes (The Bidder should invoice the applicable sales tax and remit to the appropriate taxing authorities)
State Sales Tax Number: _____
City Sales Tax Number: _____ City of: _____, AZ
Sales Tax Rate: _____

____ Bidder is located in Arizona (The Bidder should invoice the applicable sales tax and remit to the appropriate taxing authorities)
State Sales Tax Number: _____
City Sales Tax Number: _____ City of: _____, AZ
Sales Tax Rate: _____

____ Certified Small Business Certifying Agency: _____
____ Certified Minority, Woman or Disadvantaged Business Enterprise Certifying Agency: _____

SEALED BID

Submitted by:
Company Name:
Address:
City, State, Zip:

RFB # **2010161 Graffiti Abatement Services**
Due Date: **June 3, 2010, at 3:00 p.m.**

City of Mesa
Attn: **Purchasing**
20 E. Main St., Suite 400
Mesa, AZ 85201
PO Box 1466
Mesa, AZ 85211-1466

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
GRAFFITI PROTECTIVE COATINGS, INC.

[Work Orders]

See following pages (to be attached subsequent to execution).

CITY COUNCIL REPORT

SUBJECT:
Cooperative Purchasing Agreement- C.W. Carter Company

MEETING DATE:
August 8, 2011

TO: Mayor and Council

FROM: Wayne Janis, P.E., Public Works Director, 623-333-4747

THROUGH: Charlie McClendon, City Manager

PURPOSE:

City Council will consider a request to approve a Cooperative Purchasing Agreement with C.W. Carter Co. to purchase heavy duty truck, construction and agricultural/industrial fleet and equipment parts, service and accessories for a maximum aggregate amount not to exceed $200,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

After a competitive procurement process, Maricopa County entered into a contract with C.W. Carter Co. to supply heavy duty truck, contruction & agricultural/industrial fleet & equipment parts, services & accessories. The initial term of the contract is in effect until July 2013 and provides for (3) one-year automatic renewal options. The Maricopa County contract contains cooperative use language which extends the use of the contracts to municipalities.

DISCUSSION:

In order to properly maintain City vehicles and equipment, fleet services must purchase parts, supplies and services from qualified vendors. C.W. Carter Co. is a current registered vendor with the City and has satisfactorily supplied the City with parts and service in the past.

BUDGETARY IMPACT:

Staff estimates $40,000 in expenditures for necessary parts and services per fiscal year, for a cumulative total over the contract period not to exceed $200,000, subject to budget approval.

Funding is available in the approved City budget.

RECOMMENDATION:

City Council recommends approval of a Cooperative Purchasing Agreement with C.W. Carter Co. to purchase heavy duty truck, construction and agricultural/industrial fleet and equipment parts, service and accessories for a maximum aggregate amount not to exceed $200,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Cooperative Purchasing Agreement

COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
WESTPAC HEAVY DUTY, INC.
d/b/a
C.W. CARTER COMPANY

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of August 8, 2011, between the City of Avondale, an Arizona municipal corporation (the "City") and Westpac Heavy Duty, Inc., an Arizona corporation, d/b/a C.W. Carter Company (the "Contractor").

RECITALS

A. After a competitive procurement process, Maricopa County, a political subdivision of the State of Arizona (the "County"), entered into Contract No. Serial 10018-C awarded January 27, 2011 (the "County Contract"), for the Contractor to provide heavy duty truck, construction & agricultural/industrial fleet & equipment parts, service & accessories. A copy of the County Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. The City is permitted pursuant to Section 25-24 of the City Code to purchase such parts and services under the County Contract, at its discretion and with the agreement of the awarded Contractor, and the County Contract permits its cooperative use by other public entities including the City.

C. The City and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging a cooperative contractual relationship under the County Contract, (ii) establishing the terms and conditions by which the Contractor may provide the City with heavy duty truck, construction & agricultural/industrial fleet & equipment parts, service & accessories, as more particularly set forth in Section 2 below (the "Parts and Services") on an "as-required" basis and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Parts and Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until July 31, 2013 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement or the County Contract. After the expiration of the Initial Term, this Agreement may be renewed for up to three successive one-year terms (each a "Renewal Term") if (a) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year,

(b) the term of the County Contract has been extended pursuant to its renewal options, (c) at least 30 days prior to the end of the then-current term of the Agreement, the Contractor requests, in writing, to extend the Agreement for an additional one-year term and (d) the City approves the additional one-year term in writing (including any price adjustments approved as part of the County Contract), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Contractor's failure to seek a renewal of this Agreement will cause the Agreement to terminate at the end of the then-current term of this Agreement. The Initial Term and any Renewal Terms are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for Parts and Services under the terms and conditions of the County Contract. The City does not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases will only be made when the City identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the City to be appropriate for this Agreement, the Contractor shall provide the Parts and Services to the City in such quantities and configurations as may be agreed upon between the parties in writing, in the form of a written invoice, quote, work order or other form of written agreement between the parties describing the work to be completed (each, a "Work Order"). Each Work Order approved and accepted by the parties pursuant to this Agreement shall (a) contain a reference to this Agreement and the County Contract and (b) be attached hereto as Exhibit B and incorporated herein by reference. Work Orders submitted without referencing this Agreement and the County Contract will be subject to rejection. By signing this Agreement, Contractor acknowledges and agrees that Work Order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement or the County Contract, other than City's project-specific quantities, configurations or delivery locations and/or dates, are hereby expressly declared void and shall be of no force and effect.

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

3. Compensation. The City shall pay Contractor for the Initial Term and for each subsequent Renewal Term, if any, an annual aggregate amount not to exceed $40,000.00 for Parts and Services at the unit rates as set forth in the County Contract. The maximum aggregate amount for this Agreement shall not exceed $200,000.00.

4. Payments. The City shall pay the Contractor monthly, based upon acceptance and delivery of Parts and/or Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (a) contain a reference to this Agreement and the County Contract and (b) document and itemize all work completed to date. The invoice statement shall include a record of materials delivered, time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the County Contract will be subject to rejection and may be returned.

5. Records and Audit Rights. The Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement to ensure that the Contractor and its subcontractors are complying with the warranty under Section 6 below (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (a) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (b) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 6 below. To the extent necessary for the City to audit Records as set forth in this Section, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this Section. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

6. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

7. Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Contractor certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or 35-393, as applicable. If the City determines that the Contractor submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement.

8. Conflict of Interest. This Agreement may be cancelled by the City pursuant to ARIZ. REV. STAT. § 38-511.

9. Applicable Law; Venue. In the performance of this Agreement, Contractor shall abide by and conform to any and all laws of the United States, the State of Arizona and the City of Avondale, 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. This Agreement shall be governed by

the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

10. Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Contractor fully informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the Contractor shall be relieved of any subsequent obligation under this Agreement.

11. Inspection; Acceptance. All Parts and Services are subject to final inspection and acceptance by the City. Parts failing to conform to the requirements of this Agreement and/or the County 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. Upon discovery of a non-conforming Parts or Services, the City may elect to do any or all of the following by written notice to the Contractor: (a) waive the non-conformance; (b) stop the work immediately; or (c) bring Parts or Service into compliance and withhold the cost of same from any payments due to the Contractor.

12. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any City-approved Work Orders, invoices and the County Contract, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the County Contract (collectively, the "Unauthorized Conditions"), other than the City's project-specific quantities, configurations or delivery locations and/or dates, are expressly declared void and shall be of no force and effect. Acceptance by the City of any Work Order or invoice containing any such Unauthorized Conditions or failure to demand strict performance of any term or condition set forth in this Agreement or under the County Contract or to exercise or delay the exercise of any right or remedy provided in this Agreement, the County Contract, or by law, or the City's acceptance of and payment for Parts or Services shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations imposed by this Agreement, the County Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

13. Indemnification; Insurance. The City shall be afforded all of the rights, privileges, insurance coverage and indemnifications afforded to the County under the County Contract, and such rights, privileges, insurance coverage and indemnifications shall accrue and apply with equal effect to the City of Avondale under this Agreement including, but not limited to, the Contractor's obligation to provide the indemnification and insurance.

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

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

"**Contractor**"

WESTPAC HEAVY DUTY, INC.,
an Arizona corporation, d/b/a
C.W. CARTER COMPANY

By:_____

Name:_____

Title:_____

(ACKNOWLEDGMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2011, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2011, by _____ as _____ of WESTPAC HEAVY DUTY, INC., an Arizona corporation, d/b/a C.W. Carter Company, on behalf of the corporation.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
WESTPAC HEAVY DUTY, INC.
d/b/a
C.W. CARTER COMPANY

[County Contract]

See following pages.

SERIAL 10018 C **HEAVY DUTY TRUCK, CONSTRUCTION & AGRICULTURAL/INDUSTRIAL FLEET & EQUIPMENT PARTS, SERVICE & ACCESSORIES**

DATE OF LAST REVISION: February 02, 2011 **CONTRACT END DATE: July 31, 2013**

CONTRACT PERIOD THROUGH JULY 31, 2013

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **HEAVY DUTY TRUCK, CONSTRUCTION & AGRICULTURAL/INDUSTRIAL FLEET & EQUIPMENT PARTS, SERVICE & ACCESSORIES**

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 **January 27, 2011.**

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
Materials Management

PA/mm
Attach

Copy to: Materials Management
Gidget Vigil, Equipment Services

(Please remove Serial 04016-C from your contract notebooks)

HEAVY DUTY TRUCK, CONSTRUCTION & AGRICULTURAL/INDUSTRIAL FLEET & EQUIPMENT PARTS, SERVICE & ACCESSORIES

1.0 INTENT:

This Invitation for Bid is intended to establish a contract for parts, service and accessories for Heavy Duty Trucks 1 ½ ton and higher, Construction / Agricultural / Industrial equipment. It is not intended for one (1) contractor to provide all requirements. The contract will be awarded in part, sections or groups where such action serves the County's best interest. All charges to the County shall be in accordance with the terms of the resultant pricing agreement. Purchases are authorized by purchase order or purchase credit card only.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.19 and 2.20, 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 SPECIFICATIONS:

2.1 **TECHNICAL REQUIREMENTS**:

2.1.1 AUTHORIZED SERVICE FACILITIES:

2.1.1.1 The contractors shall be certified as a respective manufacturer's authorized service facility for the type of vehicle size and equipment offered on attachment A of the pricing section.

2.1.1.2 The service facility shall be open Monday through Friday from 8:00 a.m. to 5:00 p.m.

2.1.1.3 The County's expectations are to establish parts and service for all manufactures in the County's rolling stock.

2.1.1.4 No volume of business is a guarantee.

NOTE: IT IS IMPORTANT FOR THE BIDDERS TO INDICATE THE GROSS VEHICLE WEIGHT (GVW) THEIR SERVICE FACILITY ARE EQUIPPED TO SERVICE. THERE IS A SPACE ON ATTACHMENT "A" FOR YOU TO PROVIDE THIS INFORMATION.

FOR EXAMPLE: FACILITY ONLY EQUIPPED TO SERVICE \ TRUCKS 2 TON

2.1.2 MANUFACTURERS:

EL DORADO BODIES	KUBOTA / BOBCAT	INGERSOLL-RAND-FLEET PARTS (NO TOOLS
BLUE BIRD BUSES	JOHN DEERE GREEN	JOHN DEERE YELLOW
THOMAS BUSES	BEARCAT	CATERPILLAR
ROSCO ROLLERS	PB LOADER	BROCE BROOM
CUMMINS DIESEL ENGINE	CASE	BEAR/ELGIN BROOM
PULL TARP	ROLL-RITE	DYNA PAC ROLLERS
BINGHAM FORD	MASSEY FERGUSON	THERMO-KING
MAXON LIFTS	FREIGHTLINER	STERLING
TRINITY ATTENUATOR	3M MESSAGE BOARDS	SOLAR TECH MESSAGE BOARDS
ATV POLARIS	VERMEER-WOOD CHIPPERS	SKIP-LINE
MACK	VOLVO	INTERNATIONAL
DUR-A-LIFTS	VERSA LIFTS	IMT CRANES
WARN WINCHES	RAMSEY WINCHES	WACKER

GMC	GRACO – PAINT SRIPPERS	WILDEN – PAINT STRIPERS
RICON WHEELCHAIR LIFTS	BRAUN WHEELCHAIR LIFTS	MASSEY'S FUEL TANKS
RV-NEWMAR	RV-CHAMPION	RV-THOMAS
CHASSIS/SUSPENSIONS	VICKER PUMPS	WELDING SUPPLIES
PTO & DRIVELINE	WEATHERGUARD TOOL BOXES	DELTA TOOL BOXES
CARRIER A/C CONDENSERS & EVAPORATORS	FORD NEW HOLLAND	

2.1.3 LABOR RATES:

The contractor shall provide information:

- Labor rates;
- at contractor's facility
- After hours / overtime
- Field service calls (if applicable)
- Field service calls afterhours/overtime
- Mileage 1st 20 free (if applicable) or
- Onetime flat rate fuel charge
- Business hours

2.1.3.1 The invoices shall be submitted within twenty-four (24) hours from date of service, by fax 602-506-1182 or email.

2.1.3.2 After hours/overtime service must be approved prior to providing the service.

2.1.3.3 Service truck(s) - fully equipped with parts, tools, equipment required to complete the repairs at no cost to the County.

2.1.3.4 Duplicate charges - the County shall not be responsible for any rates / charges defined in section 2.1.4for negligence on the contractors / service technician not prepared with all parts, tools, equipment, material and other related items required to complete the repair.

2.1.3.5 Equipment Services reserves the right to dispute charges on labor hours and repairs performed if deemed excessive / unreasonable. If any portion of the repair performed is determined to be excessive charges, the contractor shall credit the original invoice referencing the work order and the vehicle number.

2.1.4 DEFINITIONS:

2.1.4.1 Labor rate – the time it takes to complete the repair. The contractor shall utilize ½ hour increments when applicable.

2.1.4.2 Afterhours labor rate – services render after normal business hours.

2.1.4.3 Field service call rate (if applicable) - a onetime / one way charge in route / travel to the County site minimum one (1) hour. This rate shall be the same for all field service calls.

2.1.4.4 Mileage (if applicable) – to County job site, the 1st 20 miles are free or choose a onetime flat rate fuel charge.

2.1.5 EQUIPMENT SERVICE DEPARTMENT SERVICE CENTERS:

Equipment Services Department operates five (5) service centers. Our operating hours are Monday through Friday, excluding holidays; hours of operation are different per location.

2.1.5.1 Durango Main Service Center, 3325 W. Durango, Phoenix, 85009 (602-506-4678), 5:30 a.m. to 4:30 p.m.

2.1.5.2 Mesa Service Center, 155 E. Coury, Mesa, 85210 (602-506-4794), 6:00 a.m. to 4:30 p.m.

2.1.5.3 Dysart Service Center, 16821 N. Dysart Rd. Surprise, 85374 (623-583-1836), 5:30 a.m. to 3:30 p.m.

2.1.5.4 Downtown Service Center, 120 S. 4th Ave, Phoenix, 85003 (602-506-2909), 7:00 a.m. to 5:00 p.m.

2.1.5.5 Buckeye Service Center, 26449 W. HWY 85, Buckeye, 85326 (623-386-7461), 6:00 a.m. to 2:30 p.m.

2.1.6 WORK ORDER ASSIGNMENTS:

2.1.6.1 Equipment Service Department Shop Supervisors and Service Writers (SW) will coordinate and issue a work order with the vehicle number to the contractor has an authorization to perform service. *Do not perform any service without a work order.* The contractor shall contact the SW 602-506-4678 (voice message) or 602-506-2886 direct contact) on all delays, pick-ups, deliveries, questions or additional repair approval.

2.1.6.2 The designated employee(s) will give the contractor(s) a preliminary diagnosis of the vehicle(s) repair.

2.1.7 RESPONSE TIME:

2.1.7.1 The response time to pick-up a vehicle under warranty shall be within the same business day, or unless a prior agreement has been made between the County and contractor.

2.1.7.2 The County will be responsible for transporting vehicle(s) not covered under warranty using the current County's Towing Service contract.

2.1.7.3 The contractor will be given an expected turn-around time by the Shop Supervisor and/or Service writer. If the turn-around time cannot be met, the contractor shall inform the Shop Supervisor or Service Writer at that time.

2.1.7.4 If the contractor has more than three (3) County vehicles at their facility, the County reserves the right to send the County vehicle(s) to another service facility from the contract, when applicable.

2.1.7.5 These items listed are not intended to terminate the contractor from future work order assignments only to eliminate downtime on vehicles.

2.1.8 STATUS REPORTS:

2.1.8.1 The contractor shall submit a daily status report with the work number and vehicle number, date received, with details on the completion date, via fax (602-506-1182) or email to the designated employee(s).

2.1.8.2 The report shall be submitted every day by 4:00 p.m.

2.1.9 PARTS PRICING:

2.1.9.1 All replacement parts shall be of Original Equipment Manufacturer (OEM). Exceptions are made when OEM parts are no longer available, the County must provide prior approval to replace parts with aftermarket parts.

2.1.9.2 Submit price list(s) by hard copy, website access or CD-Rom. If a software license is required to view pricing, the contractor shall provide at no cost to the County.

2.1.10 DELIVERY OF PARTS:

Deliveries shall be made to all locations within 2 hours of placing orders. Exceptions are made when the site is more than 2 hours in distance (travel time) from contractor(s) facility.

2.1.10.1 It is not the responsible of the County to pay freight on normal stock items.

2.1.10.2 All priority deliveries (i.e., overnight, air freight, UPS direct, etc.) shall be authorized by a Shop Supervisor / Lead and that person's name shall be on the invoice in order to authorize special delivery payment.
2.1.10.3 Contractor(s) shall contact the designated service center on all delivery delays.
2.1.10.4 Contractor(s) shall provide the best times to place stock orders to receive same day or within Twenty-Four (24) hours.
2.1.10.5 Contractor(s) are to indicate if they have the capability to deliver to all locations on a daily bases and provide "hot shots runs" or "just in time parts".
2.1.10.6 When part(s) are delivered on a pallet, the contractor is required to pick up and dispose of the pallet(s). The pallets must be labeled or stamped with the contractor's name for identification purposes.

2.1.11 ACTIVE DISTRIBUTORS:

The Contractor shall be an active distributor of all manufacturers offered on Attachment A, Pricing at the time of bid submission. The manufacturers shall have your company on file as an authorized distributor for the products listed. Maricopa County reserves the right to contact the manufacturer's to verify authorization ensure compliance with terms and conditions of this solicitation.

2.1.12 WARRANTY:

2.1.12.1 The minimum warranty shall be 90 days or manufacturer warranty whichever is greater.
2.1.12.2 Warranty replacement shall be at no additional charge to the County. A "NO CHARGE" invoice shall accompany all warranty repairs detailing failure, diagnosed cause and parts replaced. Contractor(s) shall respond to all warranty requests within twenty-four (24) hours of notification.
2.1.12.3 The effective date on all warranties shall begin at the time of complete installation and acceptance by the County.
2.1.12.4 The Contractor shall indicate on the Price Sheet the duration of the warranty and any applicable limitations or conditions which may apply.

2.1.13 RETURN POLICY:

The bidders shall state their return policy and reference the "inventory adjustment" (see section 2.13).

2.1.13.1 When a restocking charge is applied, the invoice shall reflect the original purchase price of each part returned and the restocking charge shall be on a separate line.
2.1.13.2 Damaged, broken or unsealed packages shall not be accepted.
2.1.13.3 All credit memos shall reference original invoice or return slip number. The contractor shall provide, with company name, a return / credit slip booklet at no cost to the County.

2.1.14 STOCK LIFT:

2.1.14.1 The County reserves the right to sell out current inventory before accepting new manufacturer brands or the contractor(s) may be required to lift current inventory and replace with their brand.

2.1.15 INVENTORY ADJUSTMENTS:

2.1.15.1 The contractor(s) shall accept the return of all parts considered non-moving or seasonal parts pulled during a six (6) month inventory adjustment at no cost or penalty.

2.1.16 SAFETY STANDARDS:

2.1.16.1 All work performed shall meet current Arizona State and Code Federal Regulations under Title 49 mandates, no exceptions.

2.1.17 SETTING UP COUNTY ACCOUNT:

It shall be the responsibility of all contractors to communicate with their parts department, service area, accounts receivable and other areas involved in compliance with this pricing agreement.

2.2 ADDITIONAL CHARGES &FEES:

Maricopa County is not responsible for miscellaneous charges or fees (i.e., shop supplies, environmental fees, hazardous waste) other than those listed in the pricing section of this contract.

2.3 USAGE REPORT:

The Contractor shall furnish the County, on an as needed basis 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.

2.4 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

2.4.1 Contract Serial number.

2.4.2 Contractor's name and address.

2.4.3 Using Agency name and address.

2.4.4 Using Agency purchase order number.

2.4.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

2.5 SHIPPING TERMS:

Bid price(s) and terms shall be F.O.B. Destination at:
Maricopa County Equipment Services
3325 West Durango St.
Phoenix, Arizona 85009

2.6 OPERATING MANUALS:

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Using Agency.

2.7 INSTALLATION:

The Contractor's price shall include delivery and set-up to be in complete operating condition.

2.8 SAMPLES:

The Contractor may be requested to furnish samples of material(s) bid for examination by the County. Any materials so requested shall be furnished within five (5) working days from the date of request and furnished at <u>no cost</u> to the County and sent to the address designated in the requesting correspondence.

2.9 TESTING:

Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the materials conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the materials do not meet the Specifications, the expense of such analysis shall be borne by the Contractor.

2.10 ACCEPTANCE:

Once the Materials have been delivered, the Using Agency shall have a reasonable opportunity to inspect them. The Using Agency shall have seven (7) days to perform its acceptance testing and inspection of the Materials, after which time the Materials shall be deemed accepted unless the Using Agency rejects the Materials.

2.11 STOCK:

The Contractor shall be expected to stock locally, sufficient quantities as may be necessary to meet the County's needs.

2.12 DISCONTINUED MATERIALS:

2.12.1 In the event that a manufacturer discontinues materials, the County may allow the Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new material, the Contractor shall provide the following to the County:

2.12.1.1 Documentation from the manufacturer that the material has been discontinued.

2.12.1.2 Documentation that names the replacement material.

2.12.1.3 Documentation that provides clear and convincing evidence that the replacement material meets or exceeds all specifications required by the original solicitation.

2.12.1.4 Documentation that provides clear and convincing evidence that the replacement material will be compatible with all the functions or uses of the discontinued material.

2.12.1.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued material.

2.12.2 Material discontinuance applies only to those materials specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

2.13 MAINTENANCE:

The Contractor shall provide for maintenance under this Contract upon acceptance of materials by the Using Agency.

2.14 BRAND NAME:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

2.15 ORDER CUTOFF INFORMATION:

Contractors submitting bids shall advise the County of all known order cutoff dates for the equipment / product(s) specified in this solicitation at the time of bid submission. Notification of any subsequent cutoff date(s) (learned after submission of bid) shall also be the Contractor's responsibility. The Contractor shall advise the County of subsequent cutoff dates by notifying the Procurement Officer, in writing, of the new information.

2.16 INVOICES AND PAYMENTS:

2.16.1 The Contractor shall submit a legible invoice with the following details before payment(s) can be made. At a minimum, the invoice must provide the following information:

Service Invoice

- Company name, address and contact
- County bill-to department and contact information
- Contract Serial Number
- County purchase order number (if not paid by credit card)
- County work order and vehicle number
- Invoice number and date
- Payment terms
- Date of service
- Description-complaint, cause, cure
- Description of Purchase (parts used: list numbers/quantities/description)
- Pricing per unit of purchase (list cost minus discount price)
- Warranty
- Freight (with prior approval)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time
- Sales tax and tax rate (on parts only)
- Total Amount Due

Packing list or Parts Invoice

Note: packing slips must have pricing listed.

- Contract Serial Number
- County purchase order number (if not paid by credit card)
- County work order and vehicle number
- Part number/quantities/descriptions
- Unit cost: list cost minus discount
- Freight (with prior approval)
- Sales tax and tax rate
- Total cost

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

2.16.3 **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 Award the Contractor shall fill out an EFT Enrollment form located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/) .**

2.16.4 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.

2.17 TAX:

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

2.18 STRATEGIC ALLIANCE for VOLUME 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.

2.19 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 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

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

3.2 OPTION TO RENEW:

The County may, at its option and with the approval of the Contractor, renew the term of this Contract up to a maximum of three (3), one (1) year options, (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 Materials Management Department 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 **(% of discount off current catalog and services)** must be submitted sixty (60) days prior to the Contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. **Any manufacturer catalog updates must be provided to Equipment Services upon issue date.** 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, Contractor shall defend, indemnify, and hold harmless County, 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, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

3.4.2 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.

3.4.3 The scope of this indemnification does not extend to the sole negligence of County.

3.5 INSURANCE REQUIREMENTS

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 Insureds.

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 $1,000,000 for each occurrence, $2,000,000 Products/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 and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification 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 Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.5.11 Workers' Compensation:

3.5.11.1 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 or services under this Contract; 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.

3.5.11.2 Contractor waives all rights against County 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 Contractor pursuant to this Contract.

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 REQUIREMENTS CONTRACT:

3.7.1 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.

3.7.2 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.

3.7.3 Contractors agree to accept verbal notification of cancellation from the Materials Management 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.

3.8 ORDERING AUTHORITY.

3.8.1 The Contractor should understand that any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).

3.8.2 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 product(s) is the only document necessary for Customers to purchase and for the Contractor to proceed with delivery of product(s) 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 Contractor.

3.9 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

3.10 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only

after the County deems that the Contractor has failed to remedy the problem after being forewarned.

3.11 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.

3.12 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.

3.13 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.

3.14 ADDITIONS/DELETIONS OF SERVICE:

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 SUBCONTRACTING:

3.15.1 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.

3.15.2 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.

3.16 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

3.17 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to a Contract for **six** ~~five~~ **(6)** ~~(5)~~ years after final payment or until after the resolution of any audit questions which could be more than **six** ~~five~~ **(6)** ~~(5)~~ years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy and make use of, any and all said materials.

3.18 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to a Contract are not sufficient to support and document that allowable materials were provided, the Contractor shall reimburse Maricopa County for the materials 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 thereunder.

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 statues 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 Contact.

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. 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. I-9 forms are available for download at USCIS.GOV.

3.25.2 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 department 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 department 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, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. **The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Materials Management and the using agency of any and all changes concerning permits, insurance or licenses.**

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 posses 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) 542-1525 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 POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

ARIZONA BRAKE & CLUTCH SUPPLY, 2211 N. BLACK CANYON HIGHWAY, PHOENIX, AZ 85009

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

ADDITIONAL MANUFACTURERS NOT LISTED

Item	Product Line	Current Price List At Date Of Issue	Price Column To Be Used	Discount (% Off)
1.1.1.57	AMS Clutch Kits & Flywheels	AMSClutch 2/8/2010	Jobber	21.50%
1.1.1.58	Mid-America Clutches & Flywheels	Mid-America Jan. 2010	List	65.50%
1.1.1.59	Az. Brake & Clutch Relined Brake Shoes	Price Book 4/12/2010	List	66%
1.1.1.60	Az. Brake & Clutch Relined Brake Shoe Kits	Price Book 4/12/2010	List	59%
1.1.1.61	Euclid/Meritor HD Brake Components	A6421A 1/1/2010	List	54.50%
1.1.1.62	Bendix New Air Brake Components	BW1469 1/1/2010	List	53.50%
1.1.1.63	Bendix Reman. Air Brake Components	BW1465 1/1/2010	List	56%
1.1.1.64	Raybestos Brake Pads/Shoes	F-201-D 6/15/2009	List	64%
1.1.1.65	Raybestos Brake Drums & Rotors	DR-201-C 6/15/2009	List	64%
1.1.1.66	Raybestos Hydraulics	H-201-C 11/11/2009	List	64%

ARIZONA BRAKE & CLUTCH SUPPLY, 2211 N. BLACK CANYON HIGHWAY, PHOENIX, AZ 85009

1.1.1.67	Raybestos Calipers	RLC-201-C 12/28/2009	List	64%
1.1.1.68	Stemco Seals/Bearings Crewson Slack Adjusters	Stemco2010 1/15/2010	List	54.50%
1.1.1.69	Timken Bearings	Timken US 2/15/2010	List	65.50%
1.1.1.70	National Seals/Gaskets	National440-SB 4/1/2010	List	66.50%
1.1.1.71	National Oil Seals	National440-SB 4/1/2010	List	70%
1.1.1.72	Sloan Air & Electrical Components Michelin Wiper Blades	Sloan-List Price 5/1/2010	List	60%
1.1.1.73	Webb Wheel Brake Drums	WebbListApril12010 4/1/2010	List	65%
1.1.1.74	Gunite Drums and Slack Adjusters	GuniteListApril12010 4/1/2010	List	65%
1.1.1.75	Az. Brake & Clutch	LAB53	4.0" Drum Turn	$12.63
1.1.1.76	Az. Brake & Clutch	LAB55	5.0" Drum Turn	$15.79
1.1.1.77	Az. Brake & Clutch	LAB56	6.0" Drum Turn	$18.94
1.1.1.78	Az. Brake & Clutch	LAB57	7.0" Drum Turn	$22.10
1.1.1.79	Az. Brake & Clutch	LAB58	8-5/8" Drum Turn	$27.20
1.1.1.80	Az. Brake & Clutch	LAB06	Electric Drum Turn	$15.24
1.1.1.81	Az. Brake & Clutch	LAB07	Arc Custom Shoe	$3.09
1.1.1.82	Az. Brake & Clutch	LAB16	Rear Drum Mount Dual	$11.98
1.1.1.83	Az. Brake & Clutch	LAB17	Front Drum Mount Dual	$10.35
1.1.1.84	Az. Brake & Clutch	LABF34A	Spicer Flywheel	$50.28

SERIAL 10018-C

ARIZONA BRAKE & CLUTCH SUPPLY, 2211 N. BLACK CANYON HIGHWAY, PHOENIX, AZ 85009

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$65.00	/hr
1.2.2 County Facility	$65.00	/hr
1.2.3 Labor Rate for after hours/overtime (if different)	$ 97.50	/hr
1.2.4 Labor Rate for Field Service	$97.50	/hr
1.2.5 Labor Rate for Field Service overtime	$130.00	/hr

1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	$	per mile	$	flat fuel charge

1.4 Business Hours	7:00 a.m. - 7:00 p.m. M_F 7:00 a.m. - Noon Sat.
1.5 Return Policy (reference section 2.1.13)	
1.5.1 Time limitations	There will be no restocking fee on parts purchased during the term of this contract.
1.5.2 Restocking charge (if any)	0
1.7 Warranty (define)	All parts are subject to 1 year manufacturer's warranty
1.8 Additional Participating Locations:	N/A

Terms:	2% DAYS NET 30 DAYS
Vendor Number:	W000003287 X
Telephone Number:	602-256-7966
Fax Number:	602-284-1283
Contact Person:	Cindy Seitz
E-mail Address:	cseitz.azbrake@yahoo.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

SERIAL 10018-C

ARIZONA PRODUCTION MACH.& SUP., 5635 W. VAN BUREN, PHOENIX, AZ 85063

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.32 ATV POLARIS	website 4-13-2010	MSRP	0

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.4 Business Hours	M-F 7:00am-5:00pm Sat 7:00am-12:00pm
1.5 Return Policy (reference section 2.1.13)	Returns accepted if part is in original unopened packaging. No returns on electrical.
1.5.1 Time limitations	Returns accepted up to only 10 Days After Invoice
1.5.2 Restocking charge (if any)	20% Handling on all Returns After 10 Days
1.7 Warranty (define)	30 Day on part or accessory due to defect in material or workmanship.

Terms:	2% 10 DAYS NET 30 DAYS
Vendor Number:	W000000898 X
Telephone Number:	602-272-5551
Fax Number:	602-269-7545
Contact Person:	Mike Trella
E-mail Address:	mike@azpromac.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

AUTO SAFETY HOUSE, 2630 W. BUCKEYE ROAD, PHOENIX, AZ 85009

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.11 THOMAS BUS	1/1/2010	ASH List	10-32%
1.1.1.19 CARRIER A/C CONDENDERS EVAPORATORS	1/1/2010	ASH List	47%
1.1.1.34 SOLAR TECH MESSAGE BOARDS	1/1/2010	List Price	0%
1.1.1.47 RICON WHEEL CHAIR LIFTS	1/1/2010	ASH List	53%
ADDITIONAL MANUFACTURERS NOT LISTED			
1.1.1.85 - Knapheide	1/1/2010	ASH List	33%
1.1.1.86 - Tommy Gate	1/1/2010	ASH List	49%
1.1.1.87 - Waltco Liftgates	1/1/2010	ASH List	28%

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$80.00	/hr
1.2.2 County Facility	$95.00	/hr
1.2.3 Labor Rate for after hours/overtime (if different)	$95.00	/hr
1.2.4 Labor Rate for Field Service	$95.00	/hr
1.2.5 Labor Rate for Field Service overtime	$105.00	/hr

SERIAL 10018-C

AUTO SAFETY HOUSE, 2630 W. BUCKEYE ROAD, PHOENIX, AZ 85009

1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	$1.50	per mile	$0.00	flat fuel charge

1.4 Business Hours	7:00-5:00 M-F 8:00 to 12:00 Sat
1.5 Return Policy (reference section 2.1.13)	No returns on special order
1.5.1 Time limitations	
1.5.2 Restocking charge (if any)	5% after 6 mos. On stock items
1.6 Additional Services Offered:	Paint & Body
1.7 Warranty (define)	Per Manufacturer's policy
1.8 Additional Participating Locations:	None

Terms:	NET 30 DAYS
Vendor Number:	W000000722 X
Telephone Number:	602-269-9721
Fax Number:	602-386-5472
Contact Person:	Rudy Garcia
E-mail Address:	rgarcia@autosafetyhouse.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

SERIAL 10018-C

BALAR HOLDING CORP, 11023 N. 22ND AVENUE, PHOENIX, AZ 85029

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.29 PB LOADER	2009 PARTS PRICE LIST	09' LIST	-2%

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$85.00	/hr		
1.2.2 County Facility	$85.00	/hr		
1.2.3 Labor Rate for after hours/overtime (if different)	$85.00	/hr		
1.2.4 Labor Rate for Field Service	$85.00	/hr		
1.2.5 Labor Rate for Field Service overtime	$122.50	/hr		
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	$1.85	per mile	$	flat fuel charge

1.4 Business Hours	7:00AM-4:30PM
1.5 Return Policy (reference section 2.1.13)	WILL EXCEPT "INVENTORY ADJUSTMENTS" FOR UP TO 6 MONTHS
1.5.1 Time limitations	6 MONTHS
1.5.2 Restocking charge (if any)	0
1.6 Additional Services Offered:	
1.7 Warranty (define)	90 DAYS
1.8 Additional Participating Locations:	N/A

SERIAL 10018-C

BALAR HOLDING CORP, 11023 N. 22ND AVENUE, PHOENIX, AZ 85029

Terms:	NET 30
Vendor Number:	W000000775 X
Telephone Number:	602-944-1933
Fax Number:	602-944-9687
Contact Person:	Peter Evans
E-mail Address:	pevans@balar.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

SERIAL 10018-C

BETTS TRUCK PARTS, 7375 W BUCKEYE RD STE 100, PHOENIX, AZ 85043

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[X]	[ ]	2%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
ADDITIONAL MANUFACTURERS NOT LISTED			
1.1.1.88 BETTS MUD FLAP HANGERS	4/1/2009	LIST	40%
1.1.1.89 NATIONAL WHEEL SEALS	4/1/2010	JOBBER	20%
1.1.1.90 STEMCO WHEEL SEALS/HUB CAPS	1/15/2010	LIST	45%

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$50	/hr
1.2.2 County Facility	N/A	/hr
1.2.3 Labor Rate for after hours/overtime (if different)	$75	/hr
1.2.4 Labor Rate for Field Service	N/A	/hr
1.2.5 Labor Rate for Field Service overtime	N/A	/hr

1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	NO CHARGE	per mile	NO CHARGE	fuel charge

1.4 Business Hours	Monday through Friday 8:00AM to 5:00PM
1.5 Return Policy (reference section 2.1.13)	Parts must be new and in salable condition in original packaging
1.5.1 Time limitations	6 months from date of purchase
1.5.2 Restocking charge (if any)	15% restocking fee for non-stocking parts only
1.6 Additional Services Offered:	Quarterly in house training and scheduled on site training

BETTS TRUCK PARTS, 7375 W BUCKEYE RD STE 100, PHOENIX, AZ 85043

1.7 Warranty (define)	Betts offers a 1 year warranty policy on all parts and labor, plus the manufacturer's warranty policy if available
Terms:	NET 30
Vendor Number:	W000000462 X
Telephone Number:	623-907-9396
Fax Number:	623-936-5713
Contact Person:	Pat Deskins
E-mail Address:	pdeskins@bettspring.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

C.W. CARTER CO, 1717 W. ROOSEVELT, PHOENIX, AZ 85007

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

		CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
ADDITIONAL MANUFACTURERS NOT LISTED				
1.1.1.109	Eaton /Spicer	WHD	List	55%
1.1.1.110	Fuller	WHD	List	50%
1.1.1.111	Arvin Meritor	WHD	List	50%
1.1.1.112	Red Dot	WHD	List	45%
1.1.1.113	Spicer Driveline	WHD	List	59%
	WIX Filters	**9/4/10**	**List**	**65%**

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$85.00	/hr
1.2.2 County Facility	$110.00	/hr
1.2.3 Labor Rate for after hours/overtime (if different)	$	/hr
1.2.4 Labor Rate for Field Service	$110.00	/hr
1.2.5 Labor Rate for Field Service overtime	$110.00	/hr

1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	$	per mile	$50.00	flat fuel charge

1.4 Business Hours 7:00 a.m. - 5:00 p.m.

C.W. CARTER CO, 1717 W. ROOSEVELT, PHOENIX, AZ 85007

1.5 Return Policy (reference section 2.1.13)	1	Westpac Heavy Duty Inc. will accept returns for stocking numbers purchased from us at no handling charge. Stock items returned should be in original packaging and in good resale condition. Some stock items, due to the type of product and shelf life, will not be eligible for return if older than two (2) years.
	2	Westpac Heavy Duty Inc will accept returns for special order parts but may include a 15% restock fee depending on the manufactures policy. Fright cost incurred for special order is non refundable
	3	Westpac Heavy Duty Inc. will accept returns or stock clean-ups on parts not purchased from Westpac Heavy Duty Inc. on a case by case basis
1.5.1 Time limitations		Based on manufactures policy
1.5.2 Restocking charge (if any)		up to 15%
1.6 Additional Services Offered:		Full Bumper to Bumper aftermarket parts offering
1.7 Warranty (define)	1	We support and help process all manufactures warrantees for all of the products we sell
	2	The manufactures in nearly all cases evaluates warranty considerations, but we will support and fight for your warranty. Due to our good standing with manufactures, most warrantees are completed and approved without any questions
	3	Parts turned in for warranty consideration will be handled promptly by a Westpac Heavy Duty representative
	4	Once a warranty is deemed valid by the manufacture, a credit for the defective parts will be issued with 24 hours. If a warranty is deemed invalid or disallowed, Westpac Heavy Duty will reconsider and evaluate with the customer to resolve the issue.

Terms:	2% 10 DAYS NET 30 DAYS
Vendor Number:	W000003132 X
Telephone Number:	602-258-3929
Fax Number:	602-252-4238
Contact Person:	Ginette Dertina
E-mail Address:	gdertina@westpace-hd.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

CANYON STATE BUS SALES, INC., 3113 W. WELDON AVENUE, PHOENIX, AZ 85017

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[ ]	[X]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.10 BLUE BIRD BUS	4/12/2010	Retail	0
1.1.1.48 BRAUN WHEEL CHAIR LIFTS	4/12/2010	Retail	0

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$89.10	/hr		
1.2.2 County Facility	$99.00	/hr		
1.2.3 Labor Rate for after hours/overtime (if different)	$125.00	/hr		
1.2.4 Labor Rate for Field Service	$99.00	/hr		
1.2.5 Labor Rate for Field Service overtime	$125.00	/hr		
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	$2.50	per mile	$	flat fuel charge

1.4 Business Hours	7AM-5PM Mon - Fri
1.5 Return Policy (reference section 2.1.13)	No returns on special order parts
1.5.1 Time limitations	No return after 30 days
1.5.2 Restocking charge (if any)	15%

CANYON STATE BUS SALES, INC., 3113 W. WELDON AVENUE, PHOENIX, AZ 85017

1.7 Warranty (define)	Manufacturer warranty on parts and labor
Terms:	NET 30
Vendor Number:	W000000461 X
Telephone Number:	602-230-1515
Fax Number:	602-230-1519
Contact Person:	Stan Costantino
E-mail Address:	stan@canyonstatebus.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

CUMMINS ROCKY MOUNTAIN LLC, 651 NORTH 101ST AVENUE, AVONDALE, AZ 85323

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.28 CUMMINS DIESEL ENGINES			
FIRST CALL	1/1/2010	Dealer	30% off list

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$99.00	/hr		
1.2.2 County Facility	$99.00	/hr		
1.2.3 Labor Rate for after hours/overtime (if different)	$99.00	/hr		
1.2.4 Labor Rate for Field Service	$99.00	/hr		
1.2.5 Labor Rate for Field Service overtime	$99.00	/hr		
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	$1.21	per mile	$25.00	flat fuel charge

1.4 Business Hours 6AM-9PM Sat. 6AM-4:30PM

1.5 Return Policy (reference section 2.1.13)
1.5.1 Time limitations None
1.5.2 Restocking charge (if any) None

1.6 Additional Services Offered: Air Conditioning repair, Brakes & Wheel seal repair Onan, engine & generator repair

1.7 Warranty (define) See warranty guidelines, all markets

1.8 Additional Participating Locations: Avondale location and Mobil repair units to cover state of AZ

SERIAL 10018-C

CUMMINS ROCKY MOUNTAIN LLC, 651 NORTH 101ST AVENUE, AVONDALE, AZ 85323

Terms:	NET 10 DAYS
Vendor Number:	W000004563 X
Telephone Number:	623-474-2600
Fax Number:	623-474-2730
Contact Person:	Michael Young
E-mail Address:	michael.w.young@cummins.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

DRAKE TRUCK & TRAILER, 2235 S 19TH AVE., PHOENIX, AZ 85009

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[ ]	[X]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.52 DELTA TOOL BOXES	9/1/2008	Trade	20.10%
ADDITIONAL MANUFACTURERS NOT LISTED			
1.1.1.91 Drawtite	1/1/2010	Dealer	10%
1.1.1.92 Masterack	11/1/2010	List	0

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$68.00	/hr		
1.2.2 County Facility	$89.00	/hr		
1.2.3 Labor Rate for after hours/overtime (if different)	$138.00	/hr		
1.2.4 Labor Rate for Field Service	$138.00	/hr		
1.2.5 Labor Rate for Field Service overtime	$189.00	/hr		
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	$0.50	per mile	$	flat fuel charge

1.4 Business Hours	7:30-5:30
1.5 Return Policy (reference section 2.1.13)	Stocking items 0% within 90 days non stocking 20% within 90 days
1.5.1 Time limitations	90 days
1.5.2 Restocking charge (if any)	20% for non stock or special orders

SERIAL 10018-C

DRAKE TRUCK & TRAILER, 2235 S 19TH AVE., PHOENIX, AZ 85009

1.7 Warranty (define) Per mfg…

Terms:	NET 10 DAYS
Vendor Number:	W000000466 X
Telephone Number:	602-278-2552
Fax Number:	602-278-0427
Contact Person:	Dave Drake
E-mail Address:	dave@drakeequipment.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

FREIGHTLINER STERLING WS OF AZ, 9600 W. ROOSEVELT STREET, TOLLESON, AZ 85326

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[ ]	[X]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.2 CATERPILLAR **FIRST CALL**	4/12/2010		Cost + 10%
1.1.1.15 FREIGHTLINER	4/12/2010		3% Discount
1.1.1.16 STERLING	4/12/2010		3% Discount
ADDITIONAL MANUFACTURERS NOT LISTED			
1.1.1.93 - Waltco	4/12/2010		Cost + 20%

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$76.00	/hr		
1.2.2 County Facility	$86.00	/hr		
1.2.3 Labor Rate for after hours/overtime (if different)		/hr		
1.2.4 Labor Rate for Field Service	$86.00	/hr		
1.2.5 Labor Rate for Field Service overtime	$86.00	/hr		
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	$1.00	per mile	$0.00	flat fuel charge

1.4 Business Hours	See Attachment #1 below
1.5 Return Policy (reference section 2.1.13)	90 days
1.5.1 Time limitations	
1.5.2 Restocking charge (if any)	20% on non-stock & No return on special orders

FREIGHTLINER STERLING WS OF AZ, 9600 W. ROOSEVELT STREET, TOLLESON, AZ 85326

1.6 Additional Services Offered:	See Attachment #2 below
1.7 Warranty (define)	See Attachment #3 below
1.8 Additional Participating Locations:	See Attachment #4 below

ATTACHMENT #1
Business Hours

Tolleson Location

Hours of Operation:	7 days a week 24 hours a day Parts Department Open Monday 6:00 AM - Saturday Midnight Open Sunday 7:00 AM - Midnight
Parts Delivery:	Monday-Friday 7:30 AM - Midnight Saturday 8:00 AM - 4:00 PM

Chandler Location

Hours of Operation:	Monday-Friday 7:00 AM - Midnight Saturday 7:30 AM – 5:00 PM
Parts Delivery:	Monday-Friday 8:00 AM – 10:30 PM

Flagstaff Location

Hours of Operation:	Monday-Friday 7:00 AM – 5:30 PM Saturday 7:00 AM – 5:00 PM Parts Department open Monday-Friday 7:00 AM – 7:00 PM open Saturday 7:00 AM – 5:00 PM
Parts Delivery:	Monday-Friday 8:00 AM – 5:00 PM

Tucson Location

Hours of Operation:	Monday-Friday 7:00 AM – 5:30 PM Saturday-Sunday 7:00 AM – 3:30 PM
Parts Delivery:	Monday-Friday 8:00 AM – 5:00 PM

ATTACHMENT #2

- Full Service Body Shop w/65-foot Nova Verta Paint Booth
- DuPont Paint system
- Complete Tractor and Trailer Repairs
- Beeline Frame Rack
- Beeline Alignment Rack
- Certified Welders and Fabricators
- Factory Trained Technicians
- Fabrication and Body installation, Wreckers, Flat Beds, Lift Gates, Etc.
- Certified Fire Apparatus Repair and Service
- Motor Home Repairs
- Free VIS Check Inspections

FREIGHTLINER STERLING WS OF AZ, 9600 W. ROOSEVELT STREET, TOLLESON, AZ 85326

ATTACHMENT #3

Warranty

All units within factory warranty follow their applicable guidelines.

Parts Warranty -Defective part and all requested information supplied to Freightliner, Sterling, Western Star of Arizona. Customer received replacement part at no charge. Warranty is filed with the understanding if warranty is denied by vendor, Freightliner, Sterling, Western Star of Arizona will charge customer's open charge account.

ATTACHMENT #4

Additional Participating Locations

Chandler – 1230 S. Alkmel Lane
Chandler, AZ 85226
480-282-4000
480-282-4059 fax

Flagstaff - 4201 S. Huntington Drive
Flagstaff, AZ 86004
928-522-0400
928-522-0072 fax

Tucson - 4340 E. Tennessee Street
Tucson, AZ 85714
520-514-5700
520-514-5900 fax

Body Shop- 9600 W. Roosevelt Street
Tolleson, AZ 85353
623-907-6640

Terms:	NET 30
Vendor Number:	W000010166 X
Telephone Number:	623-907-9900
Fax Number:	623-907-6409
Contact Person:	Chad Evans
E-mail Address:	cevans@fswaz.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

LUBRICATION EQUIPMENT & SUPPLY, 3526 E BROADWAY RD, PHOENIX, AZ 85040

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

ADDITIONAL MANUFACTURERS NOT LISTED	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.94 Lincoln Lubrication	1/1/2009	KS-Gl	30%
1.1.1.95 Graco Lubrication	12/28/2009	list	See Discount codes below
1.1.1.96 Alemit Lubrication	1/1/2009	All	See Discount codes below
1.1.1.97 Enerpac	11/1/2008	All	15%
1.1.1.98 Dixon valve and Coupling	1/10/2010	All	50%
1.1.1.99 Parker Hose and Fitting	1/15/2010	All	70%
1.1.1.100 Fill-Right Transfer Pumps	1/1/2009	All	15%

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$65.00	/hr
1.2.2 County Facility	$85.00	/hr
1.2.3 Labor Rate for after hours/overtime (if different)	$99.00	/hr

LUBRICATION EQUIPMENT & SUPPLY, 3526 E BROADWAY RD, PHOENIX, AZ 85040

1.2.4 Labor Rate for Field Service	$85.00	/hr	
1.2.5 Labor Rate for Field Service overtime	$99.00	/hr	
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	Free in Maricopa County	per mile	.45 per mile flat fuel charge (Outside Maricopa County)
1.4 Business Hours	8am-5pm	Field Service 24/7	
1.5 Return Policy (reference section 2.1.13)	Must be ok by Account manager		
1.5.1 Time limitations	30 Days		
1.5.2 Restocking charge (if any)	25%		
1.6 Additional Services Offered:	Field Service ,Onsite Training		
1.7 Warranty (define)	1 year Manufactured		
1.8 Additional Participating Locations:	Parker Store 3518 E Broadway Rd Phoenix Az 85040 Parker Store 835 N 43rd Phoenix Az 85009		

GRACO PRICE DISCOUNT CODE:

A = 10%
B = 10%
C = 10%
D = 15%
E = 20%
J = 10%
M = 20%
X = 10%

ALEMITE PRICE DISCOUNT CODE:

A = 10%
S = 10%
K = 20%
P = 20%
R = 20%
M = LIST

Terms:	NET 30
Vendor Number:	W000017031 X
Telephone Number:	602-437-1245
Fax Number:	602-437-8862
Contact Person:	Parish Williams
E-mail Address:	lubequip@aol.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

RWC INTERNATIONAL, 2202 S. CENTRAL AVE, PHOENIX, AZ 85004
~~MCCANDLESS OF ARIZONA, 2202 S. CENTRAL AVENUE, PHOENIX, AZ 85004~~

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES
FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.12 INTERNATIONAL	12/28/2010	PL308 & PL322	Discounts are calculated into manufacturer price catalog.

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$94.50	/hr		
1.2.2 County Facility	$110.00	/hr		
1.2.3 Labor Rate for after hours/overtime (if different)	$141.75	/hr		
1.2.4 Labor Rate for Field Service	$110.00	/hr		
1.2.5 Labor Rate for Field Service overtime	$125.00	/hr		
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	$0 In Maricopa County	per mile	$45.00	flat fuel charge
1.4 Business Hours	Monday to Friday - 7:00am to Midnight / Saturday - 7:00am to 3:30 pm			
1.5 Return Policy (reference section 2.1.13)	Per Mfg. definition (see file)			
1.5.1 Time limitations				
1.5.2 Restocking charge (if any)	15% on special order parts			
1.7 Warranty (define)	Parts: 12 months			
1.8 Additional Participating Locations:	1815 S. 39th Avenue, Phoenix, AZ 85009			

SERIAL 10018-C

RWC INTERNATIONAL, 2202 S. CENTRAL AVE, PHOENIX, AZ 85004
~~MCCANDLESS OF ARIZONA, 2202 S. CENTRAL AVENUE, PHOENIX, AZ 85004~~

Terms:	NET 30
Vendor Number:	~~W000002156 X~~ **W000017286 X**
Telephone Number:	602-254-9241
Fax Number:	602-252-5301
Contact Person:	Ken Nelson
E-mail Address:	~~ken.nelson@mccandlessaz.com~~ **knelson@rwcinternational.com**
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

NORWOOD EQUIPMENT, INC., 2422 S. 19TH AVE., PHOENIX, AZ 85009

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.7 BEAR/ELGIN BROOM	3/3/2010		15%
ADDITIONAL MANUFACTURERS NOT LISTED			
1.1.1.101 CRYSTEEL DUMP BODIES			0

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$88.00	/hr		
1.2.2 County Facility	$110.00	/hr		
1.2.3 Labor Rate for after hours/overtime (if different)	$120.00	/hr		
1.2.4 Labor Rate for Field Service	$110.00	/hr		
1.2.5 Labor Rate for Field Service overtime	$140.00	/hr		
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	$1.50	per mile	$	flat fuel charge

1.4 Business Hours	7:00AM-3:30PM SER PARTS 7:00A-4:30P MON-FRI
1.5 Return Policy (reference section 2.1.13)	New, unused, like new condition
1.5.1 Time limitations	30 Days
1.5.2 Restocking charge (if any)	25% on Special Order Parts
1.6 Additional Services Offered:	welding, fabrication

NORWOOD EQUIPMENT, INC., 2422 S. 19TH AVE., PHOENIX, AZ 85009

1.7 Warranty (define)	Manufactures standard warranty for parts applies
1.8 Additional Participating Locations:	Vanguard Truck Center-Tucson

Terms:	NET 30
Vendor Number:	W000004438 X
Telephone Number:	602-254-0644
Fax Number:	602-253-0164
Contact Person:	Ron Larson
E-mail Address:	rlnorwood@qwest.net
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

PTO SALES, 1646 E. UNIVERSITY DRIVE, PHOENIX, AZ 85034

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
	5/3/2010		
1.1.1.50 CHASSIS/SUSPENSIONS	8/1/2008	List	List – 42%
	1/1/2010	PTO	List - 48%
1.1.1.55 PTO & DRIVELINE	1/1/2010	D/Line	List - 62%

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$72.50	/hr		
1.2.2 County Facility	$72.50	/hr		
1.2.3 Labor Rate for after hours/overtime (if different)	$108.75	/hr		
1.2.4 Labor Rate for Field Service	$72.50	/hr		
1.2.5 Labor Rate for Field Service overtime	$108.75	/hr		
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	$0.00	per mile	$	flat fuel charge

1.4 Business Hours	7am-5pm M-F
1.5 Return Policy (reference section 2.1.13)	All products returnable in re-sellable condition
1.5.1 Time limitations	
1.5.2 Restocking charge (if any)	0
1.6 Additional Services Offered:	Allison Transmissions ***See quote #873372 exp. 12/01/2011**
1.7 Warranty (define)	1 year all products
1.8 Additional Participating Locations:	PTO Sales 1215 W. Houston Ave, Gilbert, AZ 85233

SERIAL 10018-C

PTO SALES, 1646 E. UNIVERSITY DRIVE, PHOENIX, AZ 85034

pto sales

ATTN: GIDGET

Divisions:
Leaf Spring Supply
Pacific Gear

1646 E. UNIVERSITY
PHOENIX AZ 85034
602-252-9390

INVOICE DATE: 07/14/2010 08:20AM
INVOICE NO.: **QUOTE** PAGE: 1
CUSTOMER NO.: 43031 BRANCH: 2

SOLD TO: MARICOPA COUNTY
EQUIPMENT MGMT DEPT
3325 W. DURANGO
PHOENIX AZ 85009

SHIP TO: MARICOPA COUNTY
EQUIPMENT MGMT DEPT
3325 W. DURANGO
PHOENIX AZ 85009

TERMS: NET 30 PLEASE PAY FROM THIS INVOICE. NO STATEMENT WILL BE SENT

CUSTOMER NO.	REFERENCE NO.	DIAL PHONE NO.	CM	SALSM
QUOTE	873372	(602) 506-4668	66	020/66 109

QUANTITY		PART NUMBER	DESCRIPTION		PRICE/EA	EXTENSION
			QUOTE VALID FOR 30 DAYS EXPIRES: 12/01/2011			
			PICKED UP BY CUSTOMER			
1	AU	29514624	AT545 2600 Y 16T 1358 29	EXC	1370.00EA	1370.00
1	AU	29514624-C1	CORE	CHG	1644.00EA	1644.00
1	AU	23014314	MT643 2800ML 370 5.10 5T	EXC	1738.53EA	1738.53
1	AU	23014314-C1	CORE	CHG	2055.00EA	2055.00
1	AU	23014321	MT653 2600ML 5.10 7T 370	EXC	1760.45EA	1760.45
1	AU	23014321-C1	CORE	CHG	2055.00EA	2055.00
1	AU	6885292	MT654 2100 5.10 11T 495	EXC	2466.00EA	2466.00
1	AU	6885292-C1	MT654 - 2100 ALLISON COR	CHG	2740.00EA	2740.00
1	AU	29505462	HT740 19-2050C 41/2 16T	EXC	3493.50EA	3493.50
1	AU	29505462-C1	CORE	CHG	5480.00EA	5480.00
1	AU	23043437	HT750DR 7"2100 6T T/C 49	EXC	4247.00EA	4247.00
1	AU	23043437-C1	CORE	CHG	8220.00EA	8220.00
1	AU	6510068344	MD3060P 4"WO OLS Y 413D	EXC	4110.00EA	4110.00
1	AU	6510068344-C1	CORE	CHG	6850.00EA	6850.00
1	AU	6510165018	MD3560P 4"W/O-OLS TID2 4	EXC	3973.00EA	3973.00
1	AU	6510165018-C1	CORE	CHG	6850.00EA	6850.00
1	AU	29528120	B500 TID-2 W/OLS	EXC	6644.50EA	6644.50
1	AU	29528120-C1	CORE	CHG	5480.00EA	5480.00
1	AU	6310016228	LT2000 N PTO TC221 NO PP	EXC	2466.00EA	2466.00
1	AU	6310016228-C1	CORE	CHG	2192.00EA	2192.00
1	AU	6310454892	LT2500T/C221 PTOY	EXC	2466.00EA	2466.00
1	AU	6310454892-C1	CORE	CHG	2192.00EA	2192.00
1	AU	6610148650	4500RDS_P 4"W/OLS TC521	EXC	6644.50EA	6644.50
1	AU	6610148650-C1	CORE	CHG	5480.00EA	5480.00
1	AU	6510174531	B400R TID2 TC 418 B	EXC	5000.50EA	5000.50
1	AU	6510174531-C1	CORE	CHG	6850.00EA	6850.00
1	AU	6610011311	HD4560P 4"WOOLS Y 541 TI	EXC	6644.50EA	6644.50
1	AU	6610011311-C1	CORE	CHG	10960.00EA	10960.00
			//////////////////////////			
			ATTN: GIDGET			
			ALL ALLISONS COME WITH A			
			2 YEAR UNLIMITED MILEAGE			
			WARRANTY. EACH MODEL			

Received By: _____

Date Rec'd: _____

REMIT TO:
PTO SALES CORPORATION
File # 749265
Los Angeles, CA 90074-9265

Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

FREIGHT	SUBTOTAL	TAX STATE/CODE	SALES TAX	PLEASE PAY
				CONTINUED

RETURNS MUST BE ACCOMPANIED BY THE ORIGINAL INVOICE.
15% CHARGE WILL BE ASSESSED ON ALL RETURNS.
NON-STOCKING ITEMS ARE NOT RETURNABLE

PTO Sales shall have the right to exercise an offset of the amount of PTO Sales receivables against payables related to goods or services purchased from the [illegible]

ORIGINAL

PTO SALES, 1646 E. UNIVERSITY DRIVE, PHOENIX, AZ 85034

pto sales

Divisions:
Leaf Spring Supply
Pacific Gear

1646 E. UNIVERSITY
PHOENIX AZ 85034
602-252-9390

INVOICE DATE: 07/14/2010 08:20AM
INVOICE NO.: **QUOTE** PAGE: 2
CUSTOMER NO.: 43031 BRANCH: * 2*

SOLD TO:
MARICOPA COUNTY
EQUIPMENT MGMT DEPT
3325 W. DURANGO
PHOENIX AZ 85009

SHIP TO:
MARICOPA COUNTY
EQUIPMENT MGMT DEPT
3325 W. DURANGO
PHOENIX AZ 85009

TERMS: NET 30 PLEASE PAY FROM THIS INVOICE. NO STATEMENT WILL BE SENT

CUSTOMER NO.	REFERENCE NO.	CUST PHONE NO.	DR	TERM
QUOTE	873372	(602) 506-4668	66	020/66 109

QUANTITY	PART NUMBER	DESCRIPTION	PRICE PER	EXTENSION
		REGARDLESS OF PART NUMBER IS THE SAME PRICE. EXAMPLE ALL MODELS OF AT545 ARE THE SAME PRICE ETC.. WE HAVE A LARGE INVENTORY BETWEEN PHX AND LA, CA. PRICING TO INSTALL THE TRANSMISSIONS WILL VARY DEPENDING ON THE VEHICLE. THE RANGE WILL BE BETWEEN 10-30 HOURS AT $72.50 HOUR. PLEASE FEEL FREE TO CALL ME WITH ANY QUESTIONS. MICHAEL DEWEY 602-252-9390 //////////////////////////////		

"QUOTE VALID FOR 30 DAYS" EXPIRES: 12/01/2011

Received By:_____

Date Rec'd:_____

REMIT TO:
PTO SALES CORPORATION
File # 749265
Los Angeles, CA 90074-9265

Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

FREIGHT	SUBTOTAL	TAX STATE/CODE	SALES TAX	PLEASE PAY
	122072.48	AZ TAXAB AZ	11352.74	133425.22

RETURNS MUST BE ACCOMPANIED BY THE ORIGINAL INVOICE.
15% CHARGE WILL BE ASSESSED ON ALL RETURNS.
NON-STOCKING ITEMS ARE NOT RETURNABLE

PTO Sales shall have the right to exercise an offset of the amount of PTO Sales receivables against payables related to goods or services purchased from the same business entity.

07/13/2010 20:35 6023075964 PTO SALES PAGE 02/02

SERIAL 10018-C

PTO SALES, 1646 E. UNIVERSITY DRIVE, PHOENIX, AZ 85034

Terms:	NET 30
Vendor Number:	W000016995 X
Telephone Number:	602-252-9390
Fax Number:	602-307-5964
Contact Person:	Michael Dewey
E-mail Address:	dewey@ptosales.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

R.D.O. EQUIPMENT COMPANY, 2649 N. 29TH AVENUE, PHOENIX, AZ 85009

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[ ]	[X]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.4 JOHN DEERE - GREEN	4/1/2010	www.jdparts.com	
1.1.1.5 JOHN DEERE - YELLOW	4/1/2010	www.jdparts.com	
1.1.1.8 BROCE BROOM	4/6/2010	Price (on CD)	
1.1.1.40 WACKER	1/1/2010	MSLP (on CD)	

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$100.00	/hr
1.2.2 County Facility	$124.00	/hr
1.2.3 Labor Rate for after hours/overtime (if different)	$124.00	/hr
1.2.4 Labor Rate for Field Service	$124.00	/hr
1.2.5 Labor Rate for Field Service overtime	$124.00	/hr

1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	$	per mile	$125.00	flat fuel charge

1.4 Business Hours	7:00 am - 5:00 pm
1.5 Return Policy (reference section 2.1.13)	Restock charge on non stock items-must be new and in original package

R.D.O. EQUIPMENT COMPANY, 2649 N. 29TH AVENUE, PHOENIX, AZ 85009

1.5.1 Time limitations	45 Days
1.5.2 Restocking charge (if any)	15%

Terms:	NET 30
Vendor Number:	W000000706 X
Telephone Number:	602-415-4700
Fax Number:	602-233-0383
Contact Person:	Dan Dickerson
E-mail Address:	jcheney@rdoequipment.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

RUSH TRUCK CENTERS OF ARIZONA, 2600 W. MCDOWELL ROAD, PHOENIX, AZ 85009

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.30 ROLL-RITE TARP	4/3/2010	List	20% off

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$85.00	/hr
1.2.2 County Facility	$85.00	/hr
1.2.3 Labor Rate for after hours/overtime (if different)	$85.00	/hr
1.2.4 Labor Rate for Field Service	$85.00	/hr
1.2.5 Labor Rate for Field Service overtime	$85.00	/hr

1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	per mile	$12.00	flat fuel charge

1.4 Business Hours	M-F 7am to 8pm (service)
1.5 Return Policy (reference section 2.1.13)	6 and 12 month no-move
1.5.1 Time limitations	0
1.5.2 Restocking charge (if any)	0
1.6 Additional Services Offered:	Online ordering (IPS)
1.7 Warranty (define)	Per Manufacturer

SERIAL 10018-C

RUSH TRUCK CENTERS OF ARIZONA, 2600 W. MCDOWELL ROAD, PHOENIX, AZ 85009

Terms:	NET 10
Vendor Number:	W000005541 X
Telephone Number:	602-477-7600
Fax Number:	602-352-5729
Contact Person:	David De Weerd
E-mail Address:	deweerdd@rush-enterprises.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

SANDERSON FORD-FLEET, 6400 N. 51ST AVENUE, GLENDALE, AZ 85301

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.2 CATERPILLAR - **2ND CALL**	current monthly	fleet	10%
1.1.1.17 FORD NEW HOLLAND	current monthly	fleet	10%
1.1.1.28 CUMMINS DIESEL ENGINES - **2ND CALL**	current monthly	fleet	10%
1.1.1.44 RV - NEWMAR	current annual	fleet	10%
1.1.1.45 RV - CHAMPION	current annual	fleet	10%
1.1.1.46 RV - THOMAS	current annual	fleet	10%
1.1.1.50 CHASSIS/SUSPENSIONS	current annual	fleet	10%

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$63.50	/hr
1.2.2 County Facility	$75.00	/hr
1.2.3 Labor Rate for after hours/overtime (if different)	$75.00	/hr
1.2.4 Labor Rate for Field Service	$75.00	/hr

SANDERSON FORD-FLEET, 6400 N. 51ST AVENUE, GLENDALE, AZ 85301

1.2.5 Labor Rate for Field Service overtime	$75.00	/hr		
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	n/c	per mile	$	flat fuel charge
1.4 Business Hours	6:00am-6:00pm Mon-Fri, sat 7:00-noon			
1.6 Additional Services Offered:	Ford Blue Diamond (navistar) joint venture, all makes all brands. Full oem warranty on all brands of class 7&8 trucks			
1.7 Warranty (define)	oem warranty, or 12months 12,000. whichever is greater			

Terms:	NET 30
Vendor Number:	W000003564 X
Telephone Number:	623-842-8600
Fax Number:	623-930-5966
Contact Person:	Dave Harris
E-mail Address:	dharris@sandersonford.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

SIMPSON TOOL BOX COMPANY, 2440 W. MCDOWELL ROAD, PHOENIX, AZ 85009-2909

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.53 WEATHERGUARD TOOL BOXES	9/15/2008	Trade	19.50%
ADDITIONAL MANUFACTURERS NOT LISTED			
1.1.1.102 - Weather Guard Van Equipment	9/18/2008	Trade	19.50%
1.1.1.103 - Tradesman Truck Boxes/Tanks	1/1/2009	Retail	20%
1.1.1.104 - Go Industries Headache Racks, Etc	1/1/2010	Retail	20%

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$65.00	/hr	
1.2.2 County Facility	$65.00	/hr	
1.2.3 Labor Rate for after hours/overtime (if different)	N/A	/hr	
1.2.4 Labor Rate for Field Service	N/A	/hr	
1.2.5 Labor Rate for Field Service overtime	N/A	/hr	
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	N/A	per mile	flat fuel charge

1.4 Business Hours — Monday - Friday 8am to 5pm

1.5 Return Policy (reference section 2.1.13) — Stocking items are returnable, Non-stocking items are not returnable

SERIAL 10018-C

SIMPSON TOOL BOX COMPANY, 2440 W. MCDOWELL ROAD, PHOENIX, AZ 85009-2909

1.5.1 Time limitations	30 days from receipt of merchandise
1.5.2 Restocking charge (if any)	In cartons like new - No restock fee / Damaged cartons or out of cartons up to 25%
1.7 Warranty (define)	Manufacturer's warranty on product / 180 days on labor
1.8 Additional Participating Locations:	PTO Sales 1215 W. Houston Ave, Gilbert, AZ 85233

Terms:	NET 30
Vendor Number:	W000005277 X
Telephone Number:	602-269-5769
Fax Number:	602-352-0042
Contact Person:	Gary Wieder
E-mail Address:	gary@aztrucks.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

SUNSOURCE / AIR-DRAULICS, 5750 W. ERIE STREET, CHANDLER, AZ 85226

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.27 VICKER PUMPS	1/10/2010	List	32%
ADDITIONAL MANUFACTURERS NOT LISTED			
1.1.1.105 - Poclain	1/1/2010	List	15%
1.1.1.106 - Fairfield	Jan-09	List	20%
1.1.1.107 - Permco	4/1/2009	List	
1.1.1.108 - Linde	1/1/2010	List	10%

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$65.00	/hr
1.2.2 County Facility	$95.00	/hr
1.2.3 Labor Rate for after hours/overtime (if different)	$75.00	/hr
1.2.4 Labor Rate for Field Service	$95.00	/hr
1.2.5 Labor Rate for Field Service overtime	$105.00	/hr

1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	NA	per mile	$	flat fuel charge

SUNSOURCE / AIR-DRAULICS, 5750 W. ERIE STREET, CHANDLER, AZ 85226

1.4 Business Hours	7:30 Am to 4:00 PM
1.5 Return Policy (reference section 2.1.13)	On approval per item/ restock charge may apply from Factory
1.5.1 Time limitations	Little onsite inventory
1.5.2 Restocking charge (if any)	Varies by Vendor
1.6 Additional Services Offered:	Hydraulic repair center for cylinders, pumps, valves, motors misc hydraulic components, all tested. Refurbish hydraulic Systems.
1.7 Warranty (define)	1 Year on Pump and Motor repair, 90 Days on cylinder Repair
1.8 Additional Participating Locations:	SunSource / Wistech 4810 South 36Th Street Phoenix, AZ 85040 602-243-4361

Terms:	NET 30
Vendor Number:	W000001452 X
Telephone Number:	480-763-0388
Fax Number:	480-763-0389
Contact Person:	Douglas Bendel
E-mail Address:	dbendel@sunsrce.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

THERMO KING WEST INC., 2239 N. BLACK CANYON HWY, PHOENIX, AZ 85009

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[ ]	[X]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.22 THERMO-KING	January 5, 2010	FLEET	

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$90.00	/hr		
1.2.2 County Facility	$90.00	/hr		
1.2.3 Labor Rate for after hours/overtime (if different)	Callout: $325.00 first 2 hours, $135.00 each additional hour			
1.2.4 Labor Rate for Field Service	$90.00	/hr		
1.2.5 Labor Rate for Field Service overtime	Callout: $325.00 first 2 hours, $135.00 each additional hour			
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	$1.05	per mile	$	flat fuel charge
1.4 Business Hours	8 a.m. to 5 p.m., Monday - Friday			
1.5 Return Policy (reference section 2.1.13)	14 days, no return on electrical components			
1.5.1 Time limitations	Cores must be returned within 90 days			
1.5.2 Restocking charge (if any)	15%			
1.7 Warranty (define)	90 days on parts and workmanship unless otherwise stated			
1.8 Additional Participating Locations:	Thermo King West - Tucson Thermo King West - Kingman			

SERIAL 10018-C

THERMO KING WEST INC., 2239 N. BLACK CANYON HWY, PHOENIX, AZ 85009

Terms:	NET 15
Vendor Number:	W000007209 X
Telephone Number:	602-403-8043
Fax Number:	602-278-8501
Contact Person:	James Cole
E-mail Address:	james_cole@tkwest.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

UTILITY TRAILER SALES CO.-AZ, 1402 N. 22ND AVENUE, PHOENIX, AZ 85009

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.26 MAXON LIFTS	1/1/2009	List	27.50%
1.1.1.31 PULL TARP	2/1/2008	Fleet	14%

Terms:	NET 30
Vendor Number:	W000007237 X
Telephone Number:	602-254-7213
Fax Number:	602-271-4128
Contact Person:	Rick Dolan
E-mail Address:	rdolan@utilityaz.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

VALLEY TRUCK & TRAILER SERVICE, 5228 N. TOM MURRAY AVENUE, GLENDALE, AZ 85301

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.50 CHASSIS/SUSPENSIONS	Dayton 4/5/10 & 2/12/10	Suggested List	50%

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$60.00	/hr
1.2.2 County Facility	$60.00	/hr
1.2.3 Labor Rate for after hours/overtime (if different)	$85.00	/hr
1.2.4 Labor Rate for Field Service	$75.00	/hr
1.2.5 Labor Rate for Field Service overtime	$95.00	/hr

1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	$	per mile	$35.00	flat fuel charge

1.4 Business Hours	7:00 am to 5:00 pm Monday thru Friday
1.5 Return Policy (reference section 2.1.13)	
1.5.1 Time limitations	6 Months
1.5.2 Restocking charge (if any)	0%
1.6 Additional Services Offered:	VIS Check - Vehicle undercarriage inspection system. Max. GVW shop equipped to handle 50,000 lbs.
1.7 Warranty (define)	6 months
1.8 Additional Participating Locations:	None

SERIAL 10018-C

VALLEY TRUCK & TRAILER SERVICE, 5228 N. TOM MURRAY AVENUE, GLENDALE, AZ 85301

Terms:	NET 30
Vendor Number:	W000015723 X
Telephone Number:	623-937-9454
Fax Number:	623-937-9755
Contact Person:	Peter Hokanson
E-mail Address:	phokanson@valleytruck.net
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

VANGUARD TRUCK CENTER OF PHX, 2402 S. 19TH AVE, PHOENIX, AZ 85009

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[ ]	[X]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.38 VOLVO	2010	List	-20%
1.1.1.39 MACK	2010	List	-20%

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$110	/hr
1.2.2 County Facility	$115.00	/hr
1.2.3 Labor Rate for after hours/overtime (if different)	N/A	/hr
1.2.4 Labor Rate for Field Service	N/A	/hr
1.2.5 Labor Rate for Field Service overtime	N/A	/hr

1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	$1.00	per mile	$25.00	flat fuel charge

1.4 Business Hours	Mon-Fri 6:30am-12Mid Sat 7Am- 3:30PM
1.5 Return Policy (reference section 2.1.13)	30 days
1.5.1 Time limitations	30 days
1.5.2 Restocking charge (if any)	25%
1.6 Additional Services Offered:	Full line Body shop, alignment rack
1.7 Warranty (define)	1 year on parts installed in our shop 90 days on labor

SERIAL 10018-C

VANGUARD TRUCK CENTER OF PHX, 2402 S. 19TH AVE, PHOENIX, AZ 85009

Terms:	NET 30
Vendor Number:	W000014065 X
Telephone Number:	602-258-4500
Fax Number:	602-258-5905
Contact Person:	Sharon Rivera
E-mail Address:	srivera@vanguardtrucks.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

SERIAL 10018-C

ARIZONA MACHINERY 5511 N. 51ST AVE., STE.110 PHOENIX, AZ 85301

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

1.1 HEAVY TRUCKS, CONTSTRUCTION/AGRICULTURAL/INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET/EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1 Manufacturer			
1.1.1.4 JOHN DEERE - GREEN	5/12/2010	AMCO	0
1.1.1.36 WARN WINCHES	912427	List	20%

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:		
1.2.1 Contractor's Facility	$ 105.95	/hr
1.2.2 County Faclility	$ 129.95	/hr
1.2.3 Labor Rate for after hours/overtime (if different)	$ 158.92	/hr
1.2.4 Labor Rate for Field Service	$ 129.95	/hr
1.2.5 Labor Rate for Field Service overtime	$ 194.92	/hr
1.4 Business Hours	7-5 M-F, Saturday 7-9, Sunday Closed	
1.5 Return Policy (reference section 2.1.13)		
1.5.2 Restocking charge (if any)	25% on non-stock items	
1.7 Warranty (define)	90 Day	

PRICING SHEET: NIGP CODE 0600001

Terms:	NET 30
Vendor Number:	W000000852 X
Telephone Number:	(623) 936-7131
Fax Number:	(623) 936-2089
Contact Person:	David Tuttle
E-mail Address:	dtuttle@azmach.net
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

ADDED 01/27/2011

SERIAL 10018-C

ARIZONA TRUCK PROS 5511 N. 51ST AVE., STE.110 PHOENIX, AZ 85301

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

1.1 HEAVY TRUCKS, CONTSTRUCTION/AGRICULTURAL/INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET/EQUIPMENT						
		CURRENT PRICE LIST AT DATE OF ISSUE		**PRICE COLUMN TO BE USED**		**DISCOUNT (% OFF)**
1.1.1 Manufacturer						
1.1.1.36 WARN WINCHES		912427		List		(20%)
ADDITIONAL MANUFACTURERS NOT LISTED						
1.1.1.57 Tomar		15-May-09		List		Dealer
1.1.1.58 Tradesman		31-Dec-08		List		25%
1.1.1.59 Go Industries		1-Jun-08		Jobber		5%
1.1.1.60 Top Decl		8-May-08		List		15%
1.1.1.61 Xtreme Liners		4/1/2007		List		38%
1.1.1.62 Sure Fit		8-May-08		Jobber		10%
1.1.1.63 Fabrication				$50.00/hr		
NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE						
1.2 Labor Rate:						
1.2.1 Contractor's Facility		$50.00	/hr			
1.2.2 County Faclility		$50.00	/hr			
1.2.3 Labor Rate for after hours/overtime (if different)		$75.00	/hr			
1.2.4 Labor Rate for Field Service		$50.00	/hr			
1.2.5 Labor Rate for Field Service overtime		$75.00	/hr			
1.4 Business Hours		8-5 M-F				
1.5 Return Policy (reference section 2.1.13)		Yes, as long as parts are resaleble condition				
1.5.1 Time limitations		60 Days				
1.5.2 Restocking charge (if any)		None				
1.6 Additional Services Offered:		Installation of Auto & Truck Equipment & Emergency Lighting and Fabrication				
1.7 Warranty (define)		Manufactures Warranty				

SERIAL 10018-C

ARIZONA TRUCK PROS 5511 N. 51ST AVE., STE.110 PHOENIX, AZ 85301

PRICING SHEET: NIGP CODE 0600001

Terms:	2% 10 DAYS NET 30 DAYS
Vendor Number:	W000009324 X
Telephone Number:	(623) 435-0245
Fax Number:	(623) 435-0246
Contact Person:	Joel Delisle
E-mail Address:	aztruckpros@aol.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

ADDED 01/27/2011

SERIAL 10018-C

BEARCAT MFG., INC. 3650 SABIN BROWN RD. WICKENBURG, AZ 85390

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

1.1 HEAVY TRUCKS, CONTSTRUCTION/AGRICULTURAL/INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET/EQUIPMENT					
	CURRENT PRICE LIST AT DATE OF ISSUE		**PRICE COLUMN TO BE USED**		**DISCOUNT (% OFF)**
1.1.1 Manufacturer					
1.1.1.1 BEARCAT	10/1/2010		List		0.00%
NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE					
1.2 Labor Rate:					
1.2.1 Contractor's Facility	$ 95.00	/hr			
1.2.2 County Faclility	$ 95.00	/hr			
1.2.3 Labor Rate for after hours/overtime (if different)	$ 95.00	/hr			
1.2.4 Labor Rate for Field Service	$ 95.00	/hr			
1.2.5 Labor Rate for Field Service overtime	$ 95.00	/hr			
1.4 Business Hours	6an-4pm				
1.5 Return Policy (reference section 2.1.13)	Damaged goods not accepted				
1.5.1 Time limitations	60 Days				
1.5.2 Restocking charge (if any)					15%
1.7 Warranty (define)	12 Month Limited				

PRICING SHEET: NIGP CODE 0600001

Terms: NET 30

Vendor Number: W000002949 X

Telephone Number: (928) 684-7851

Fax Number: (928) 684-3240

Contact Person: Fred Anderson

E-mail Address: fanderson@bearcatmfg.com

Certificates of Insurance Required

Contract Period: To cover the period ending **July 31, 2013.**

ADDED 01/27/2011

SERIAL 10018-C

BINGHAM EQUIPMENT COMPANY 1655 S. COUNTRY CLUB DRIVE MESA, AZ 85210

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

1.1 HEAVY TRUCKS, CONTSTRUCTION/AGRICULTURAL/INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET/EQUIPMENT					
	CURRENT PRICE LIST AT DATE OF ISSUE		**PRICE COLUMN TO BE USED**		**DISCOUNT (% OFF)**
1.1.1 Manufacturer					
1.1.1.3 CASE	9/2/2010				0
1.1.1.6 KUBOTA/BOBCAT	8/1/2010				0
1.1.1.18 MASSEY FERGUSON	9/2/2010				0
1.1.1.56 BINGHAMNEW HOLLAND	10/1/2010				0
ADDITIONAL MANUFACTURERS NOT LISTED					
1.1.1.57 Landpride	4/1/2010				0
1.1.1.58 Woods	3/1/2010				0
1.1.1.59 Stihl	3/1/2010				0
NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE					
1.2 Labor Rate:					
1.2.1 Contractor's Facility	$ 95.00	/hr			
1.2.2 County Faclility	$ 115.00	/hr			
1.2.3 Labor Rate for after hours/overtime (if different)	$ 142.00	/hr			
1.2.4 Labor Rate for Field Service	$ 115.00	/hr			
1.2.5 Labor Rate for Field Service overtime	$ 142.00	/hr			
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	1st 20 mile free		per mile		flat fuel charge
1.4 Business Hours	7am-5pm M-F, 7am-12pm Saturday				
1.5 Return Policy (reference section 2.1.13)	New and Returnable				
1.5.1 Time limitations					
1.5.2 Restocking charge (if any)	20%				
1.7 Warranty (define)	Manufacture				

BINGHAM EQUIPMENT COMPANY 1655 S. COUNTRY CLUB DRIVE MESA, AZ 85210

1.8 Additional Participating Locations:	Bingham Eg.
	710 N. 195th Ave, Buckeye 85326
	Bobcat of Phoenix
	21828 N. 7th Street Phoenix 85624

PRICING SHEET: NIGP CODE 0600001

Terms:	NET 30
Vendor Number:	W000000918 X
Telephone Number:	(480) 969-5516
Fax Number:	(480) 610-4004
Contact Person:	Michael Clark
E-mail Address:	michael.clark@binghamequipment.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

ADDED 01/27/2011

EMPIRE SOUTHWEST, LLC P.O. BOX 2985 PHOENIX, AZ 85062

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

HYDRAULIC

1.1 HEAVY TRUCKS, CONTSTRUCTION/AGRICULTURAL/INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET/EQUIPMENT						
	CURRENT PRICE LIST AT DATE OF ISSUE		**PRICE COLUMN TO BE USED**		**DISCOUNT (% OFF)**	
1.1.1 Manufacturer						
1.1.1.2 CATERPILLAROFF ROAD EQUIPMENT	Maricopa County Pricing Files - Caterpillar Hydraulics		Column H		0%	*10% Discount for hoses and fittings. See program details below.
	Program ID NAT-HYD-26 NAT-MLP-206		**Program Description** HOSE COUPLING		**Discount %** 10 10	
NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE						
1.2 Labor Rate:						
1.2.1 Contractor's Facility	$88.30	/hr				
1.2.2 County Faclility	$88.30	/hr				
1.2.3 Labor Rate for after hours/overtime (if different)	$118.30	/hr				
1.2.4 Labor Rate for Field Service	$88.30	/hr				
1.2.5 Labor Rate for Field Service overtime	$118.30	/hr				
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	HOURLY CHARGE ONLY	per mile			HOURLY CHARGE ONLY	flat fuel charge
1.4 Business Hours	M-F 6am - 6 pm Sat 7am - 12 pm					
1.5 Return Policy (reference section 2.1.13)	See attached policy					
1.5.1 Time limitations	See attached policy					
1.5.2 Restocking charge (if any)	See attached policy					
1.6 Additional Services Offered:	Service after hours - Hydraulic hose after hours					
	Parts delivery - Free pickup and delivery on all hydraulic repairs					
1.7 Warranty (define)	6 months for parts/ 1 year for service					
1.8 Additional Participating Locations:	See attached					
	* Various locations state wide					

SERIAL 10018-C

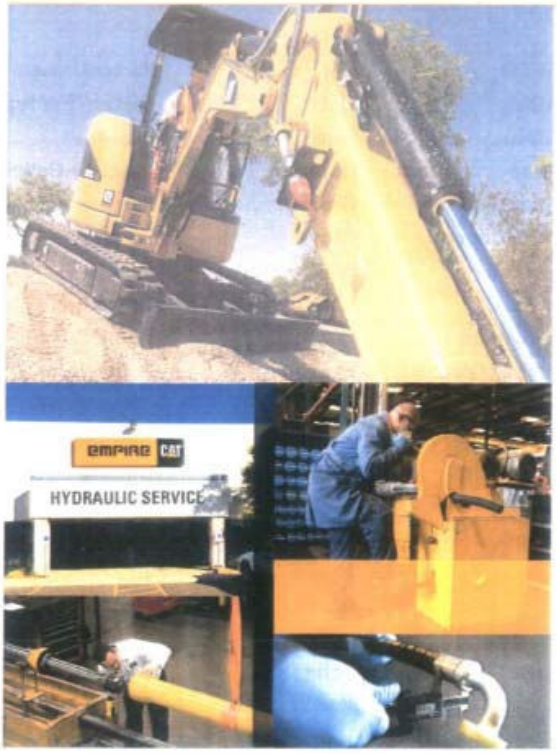
EMPIRE SOUTHWEST, LLC P.O. BOX 2985 PHOENIX, AZ 85062

empire CAT HYDRAULIC SERVICE

MESA – PEORIA – TUCSON

CYLINDER, PUMP AND MOTOR REBUILD | HYDRAULIC TESTING | EXTENSIVE PARTS INVENTORY | ALL MAKES/MODELS

ISO 9001:2000 REGISTERED



WHAT WE DO:

- Cylinder repair/rebuild for Caterpillar® and many other brands
- Stringent hydraulic testing
- Hoses and fittings for most makes, models, and applications
- Pump, motor, and valve repair

THE EMPIRE ADVANTAGE:

- ISO 9001:2000 Registered
- Hose-building in 30 minutes or less
- Over $1 million in parts stock
- Extensive inventory of exchange components and complete assemblies with as-new warranty
- Simple two-level exchange price schedule based on reusability
- One year warranty
- Rebuild components guaranteed to meet manufacturer's original performance specs
- Comprehensive customer service
- Free pick up and delivery in the Phoenix Metro area - Call for details

MESA: 1835 S. MacDonald Dr. | Mesa, AZ 85210
Phone: (480) 633-4700
Hours: 6am to 6pm Mon-Fri (Hose Shop open until 8pm)
After Hours Hydraulic Service: (602) 622-4757
After Hours Hose Service: (602) 622-4704

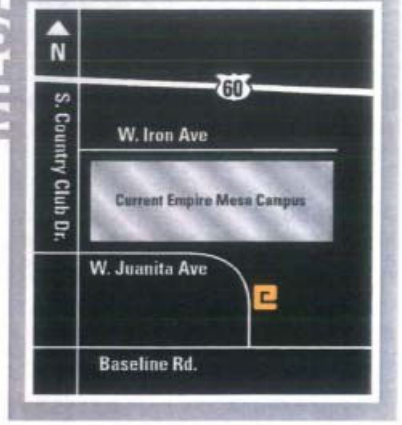
PEORIA: 9802 N. 91st Ave., #100 | Peoria, AZ 85345
Phone: (623) 707-1700
Hours: 6am to 5pm Mon-Fri
After Hours Hydraulic Service: (602) 622-4941
After Hours Hose Service: (602) 622-5693

TUCSON: 7600 S. Nogales Hwy. | Tucson, AZ 85756
Phone: (520) 746-8300
Hours: 7am to 3:30pm Mon-Fri (Hose Shop open until 5pm)
After Hours Hydraulic Service: (520) 631-5971
After Hours Hose Service: (520) 240-2512

1-800-EMPIRE-1 | www.empirecat.com

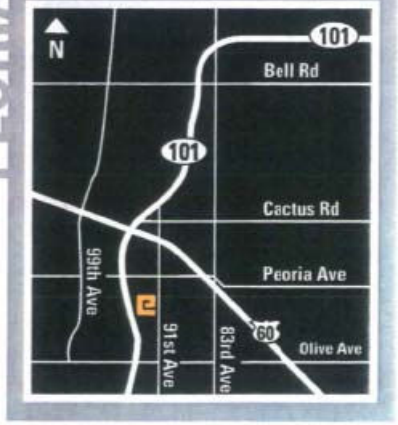
EMPIRE SOUTHWEST, LLC P.O. BOX 2985 PHOENIX, AZ 85062

MESA



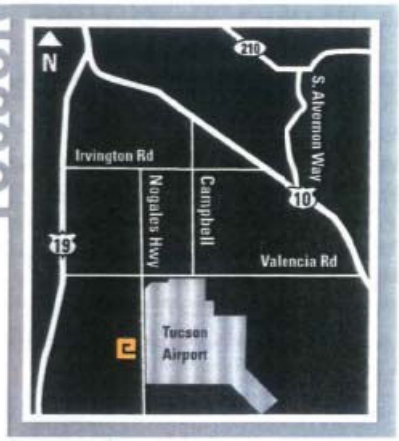
1835 S. MacDonald Drive, Mesa AZ 85210 (480) 633-4700

PEORIA



9802 N. 91st Ave., #100, Peoria AZ 85345 (623) 707-1700

TUCSON



7600 S. Nogales Hwy.,Tucson, AZ 85756 (520) 746-8300

EMPIRE HYDRAULICS PRODUCT LINE

Caterpillar is our main product line, but we do much, much more. We will service any of your hydraulic needs. These are just some of the fine products we work on:

Cylinders, Pumps, Motors, Hoses, Fittings, Repair Parts

AGCO
AGM
Allied
Altec
Atlas
Atlas Copco
Auburn
Baily
Balderson
Barber Greene
Bignozzi
Blaw-Knox
Bobcat
Bomag
Bosch
Braden/Paccar/
Gearmatic
Broce Mfg
Case
Caterpillar
Clark
Commercial/
Intertech
Continental
Cross
Cry Steel
Custom Hoist
Denison
Double D
Driltech
Dynapac
Dynapower
Dynex/Rivett
Enerpac
Entek
Fairfield
Fiat
Ford
Funk
Gomaco
Gradall
Grove
Heil
Hercules
Hitachi
Husco
Hyco
Hydratech
Hydreco
Hydro-Line
Hydura
Hyster
International
JCB
John Deere
Kawasaki
Kobelco
Komatsu
Kubota
La Bounty
Linde
Link Belt
Mega
Miller
Milwaukee
Mitsubishi
Muncie
NPK
Oilgear
P&H
Palmer Johnson
Parker
Parker/Gresen
Parker/TRW Ross
Peabody
Peabody-Galion
Permco
Poclain
Racine
Rexroth
Rome Plow
Sandvik
Sauer Sunstrand/
Danfoss
Sheffer
Sierra
Simplex
SPX/OTC/Power
Team
Stanley
Terex-O&K
Terreal
Torc-up
Trail King
Tyrone
Vickers/Eaton/
Charlynn
Voac
Volvo
Von Ruden
VT Leeboy
Webster
White
Woods/Gannon
Young

EMPIRE SOUTHWEST, LLC P.O. BOX 2985 PHOENIX, AZ 85062

MACHINERY

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST A0T DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1 Manufacturer			
1.1.1.2.1 CATERPILLAR OFF ROAD EQUIPMENT	Maricopa County Pricing Files - Caterpillar	Column H	0%****

****Some discounts are available. Please see attachment

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:				
1.2.1 Contractor's Facility	$96.35	/hr		
1.2.2 County Faclility	$128.85	/hr		
1.2.3 Labor Rate for after hours/overtime (if different)	$126.35	/hr		
1.2.4 Labor Rate for Field Service	$128.85	/hr		
1.2.5 Labor Rate for Field Service overtime	$163.00	/hr		
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	HOURLY CHARGE ONLY	per mile	HOURLY CHARGE ONLY	flat fuel charge
1.4 Business Hours	M-F 6am - 6 pm	Sat 7am - 12 pm		
1.5 Return Policy (reference section 2.1.13)	See attached policy			
1.5.1 Time limitations	See attached policy			
1.5.2 Restocking charge (if any)	See attached policy			
1.6 Additional Services Offered:	Service after hours			
	Parts delivery			
1.7 Warranty (define)	Standard - 6 months			
1.8 Additional Participating Locations:	See attached			
	* Various locations state wide			

EMPIRE SOUTHWEST, LLC P.O. BOX 2985 PHOENIX, AZ 85062

TRUCK & TRAILER

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: NO

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT					
		CURRENT PRICE LIST AT DATE OF ISSUE	**PRICE COLUMN TO BE USED**		**DISCOUNT (% OFF)**
1.1.1 Manufacturer					
1.1.1.2 CATERPILLAR		***PLEASE SEE ATTACHED LISTS***			
1.1.1.35 SKIP-LINE					
1.1.1.50 CHASSIS/SUSPENSIONS		9/1/2009	See attached list		10%

ADDITIONAL MANUFACTURERS NOT LISTED				
1.1.1.57 Grote Lights		1/25/2010	see attached	5%
NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE				

1.2 Labor Rate:		***PLEASE SEE ATTACHED LABOR RATES***				
1.2.1 Contractor's Facility		$ 110.00	/hr			
1.2.2 County Faclility		$ 110.00	/hr			
1.2.3 Labor Rate for after hours/overtime (if different)		$ 137.50	/hr			
1.2.4 Labor Rate for Field Service		$ 110.00	/hr			
1.2.5 Labor Rate for Field Service overtime		$ 137.50	/hr			
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)			per mile	$25.00	flat fuel charge	
1.4 Business Hours		Monday - Friday 6am to 5pm				
1.5 Return Policy (reference section 2.1.13)		See attached policy				
1.5.1 Time limitations		See attached policy				
1.5.2 Restocking charge (if any)		See attached policy				
1.6 Additional Services Offered:		Service after hours				
1.7 Warranty (define)		6 months standard				
1.8 Additional Participating Locations:		840 N. 43rd Ave, Phoenix, AZ 85009				

EMPIRE SOUTHWEST, LLC P.O. BOX 2985 PHOENIX, AZ 85062

PRICING SHEET: NIGP CODE 0600001

Terms:	NET 30
Vendor Number:	W000002929 X
Telephone Number:	(602) 622-5655
Fax Number:	(602) 333-5666
Contact Person:	Bill Dixon
E-mail Address:	bill.dixon@empire-cat.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

ADDED 01/27/2011

SERIAL 10018-C

FALCON POWER INC. 1411 N. 27TH AVE PHOENIX, AZ 85009

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

1.1 HEAVY TRUCKS, CONTSTRUCTION/AGRICULTURAL/INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET/EQUIPMENT					
	CURRENT PRICE LIST AT DATE OF ISSUE		**PRICE COLUMN TO BE USED**		**DISCOUNT (% OFF)**
1.1.1 Manufacturer					
1.1.1.3 CASE	8/25/2010		List		0
1.1.1.13 DYNA PAC ROLLERS	**1/10/11**		**List**		**0**
NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE					
1.2 Labor Rate:					
1.2.1 Contractor's Facility	$90.00	/hr			
1.2.2 County Faclility	$110.00	/hr			
1.2.3 Labor Rate for after hours/overtime (if different)	$110.00	/hr			
1.2.4 Labor Rate for Field Service	$110.00	/hr			
1.2.5 Labor Rate for Field Service overtime	$110.00	/hr			
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	$2.50	per mile		$	flat fuel charge
1.4 Business Hours	M-F 6am-5pm				
1.5 Return Policy (reference section 2.1.13)	None fo r stock items- 6 Months Special Order Items				
1.5.1 Time limitations	6 Months				
1.5.2 Restocking charge (if any)	15% Restock Fee				
1.6 Additional Services Offered:	Facility equipped to service 50 Ton Equipment				
	Falcon Power does not offer parts delivery service				
1.7 Warranty (define)	Standard 6 Month Parts Warranty				

FALCON POWER INC. 1411 N. 27TH AVE PHOENIX, AZ 85009

PRICING SHEET: NIGP CODE 0600001

Terms:	NET 30
Vendor Number:	W000000959 X
Telephone Number:	(602) 269-3221
Fax Number:	(602) 269-3696
Contact Person:	Dan French
E-mail Address:	df@falconpower.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

ADDED 01/27/2011

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
WESTPAC HEAVY DUTY, INC.
d/b/a
C.W. CARTER COMPANY

[Work Orders]

See following pages (to be attached subsequent to execution).

CITY COUNCIL REPORT

SUBJECT:
Cooperative Purchasing Agreement - Falcon Power, Inc.

MEETING DATE:
August 8, 2011

TO: Mayor and Council

FROM: Wayne Janis, P.E., Public Works Director, 623-333-4747

THROUGH: Charlie McClendon, City Manager

PURPOSE:

City Council will consider a request to approve a Cooperative Purchasing Agreement with Falcon Power Inc. to purchase heavy duty truck, construction and agricultural/industrial fleet and equipment parts, service and accessories for a maximum aggregate amount not to exceed $50,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

After a competitive procurement process, Maricopa County entered into a contract with Falcon Power Inc. to supply heavy duty truck, contruction & agricultural/industrial fleet & equipment parts, services & accessories. The initial term of the contract is in effect until July 2013 and provides for (3) one-year automatic renewal options. The Maricopa County contract contains cooperative use language which extends the use of the contracts to municipalities.

DISCUSSION:

In order to properly maintain City vehicles and equipment, fleet services must purchase parts, supplies and services from qualified vendors. Falcon Power Inc. is a current registered vendor with the City and has satisfactorily supplied the City with parts and service in the past.

BUDGETARY IMPACT:

Staff estimates $10,000 in expenditures for necessary parts and services per fiscal year, for a cumulative total over the contract period not to exceed $50,000, subject to budget approval.

Funding is available in the approved City budget.

RECOMMENDATION:

City Council will consider a request to approve a Cooperative Purchasing Agreement with Falcon Power Inc. to purchase heavy duty truck, construction and agricultural/industrial fleet and equipment parts, service and accessories for a maximum aggregate amount not to exceed $50,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Cooperative Purchasing Agreement

COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
FALCON POWER INC.

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of August 8, 2011, between the City of Avondale, an Arizona municipal corporation (the "City") and Falcon Power Inc., an Arizona corporation (the "Contractor").

RECITALS

A. After a competitive procurement process, Maricopa County, a political subdivision of the State of Arizona (the "County"), entered into Contract No. Serial 10018-C awarded January 27, 2011 (the "County Contract"), for the Contractor to provide heavy duty truck, construction & agricultural/industrial fleet & equipment parts, service & accessories. A copy of the County Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. The City is permitted pursuant to Section 25-24 of the City Code to purchase such parts and services under the County Contract, at its discretion and with the agreement of the awarded Contractor, and the County Contract permits its cooperative use by other public entities including the City.

C. The City and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging a cooperative contractual relationship under the County Contract, (ii) establishing the terms and conditions by which the Contractor may provide the City with heavy duty truck, construction & agricultural/industrial fleet & equipment parts, service & accessories, as more particularly set forth in Section 2 below (the "Parts and Services") on an "as-required" basis and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Parts and Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until July 31, 2013 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement or the County Contract. After the expiration of the Initial Term, this Agreement may be renewed for up to three successive one-year terms (each a "Renewal Term") if (a) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (b) the term of the County Contract has been extended pursuant to its renewal options, (c) at least 30 days prior to the end of the then-current term of the Agreement, the

Contractor requests, in writing, to extend the Agreement for an additional one-year term and (d) the City approves the additional one-year term in writing (including any price adjustments approved as part of the County Contract), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Contractor's failure to seek a renewal of this Agreement will cause the Agreement to terminate at the end of the then-current term of this Agreement. The Initial Term and any Renewal Terms are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for Parts and Services under the terms and conditions of the County Contract. The City does not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases will only be made when the City identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the City to be appropriate for this Agreement, the Contractor shall provide the Parts and Services to the City in such quantities and configurations as may be agreed upon between the parties in writing, in the form of a written invoice, quote, work order or other form of written agreement between the parties describing the work to be completed (each, a "Work Order"). Each Work Order approved and accepted by the parties pursuant to this Agreement shall (a) contain a reference to this Agreement and the County Contract and (b) be attached hereto as Exhibit B and incorporated herein by reference. Work Orders submitted without referencing this Agreement and the County Contract will be subject to rejection. By signing this Agreement, Contractor acknowledges and agrees that Work Order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement or the County Contract, other than City's project-specific quantities, configurations or delivery locations and/or dates, are hereby expressly declared void and shall be of no force and effect.

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

3. Compensation. The City shall pay Contractor for the Initial Term and for each subsequent Renewal Term, if any, an annual aggregate amount not to exceed $10,000.00 for Parts and Services at the unit rates as set forth in the County Contract. The maximum aggregate amount for this Agreement shall not exceed $50,000.00.

4. Payments. The City shall pay the Contractor monthly, based upon acceptance and delivery of Parts and/or Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (a) contain a reference to this Agreement and the County Contract and (b) document and itemize all work completed to date. The invoice statement shall include a record of materials delivered, time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the County Contract will be subject to rejection and may be returned.

5. Records and Audit Rights. The Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement to ensure that the Contractor and its subcontractors are complying with the warranty under Section 6 below (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (a) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (b) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 6 below. To the extent necessary for the City to audit Records as set forth in this Section, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this Section. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

6. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

7. Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Contractor certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or 35-393, as applicable. If the City determines that the Contractor submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement.

8. Conflict of Interest. This Agreement may be cancelled by the City pursuant to ARIZ. REV. STAT. § 38-511.

9. Applicable Law; Venue. In the performance of this Agreement, Contractor shall abide by and conform to any and all laws of the United States, the State of Arizona and the City of Avondale, 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. This Agreement shall be governed

by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

10. Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Contractor fully informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the Contractor shall be relieved of any subsequent obligation under this Agreement.

11. Inspection; Acceptance. All Parts and Services are subject to final inspection and acceptance by the City. Parts failing to conform to the requirements of this Agreement and/or the County 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. Upon discovery of a non-conforming Parts or Services, the City may elect to do any or all of the following by written notice to the Contractor: (a) waive the non-conformance; (b) stop the work immediately; or (c) bring Parts or Service into compliance and withhold the cost of same from any payments due to the Contractor.

12. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any City-approved Work Orders, invoices and the County Contract, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the County Contract (collectively, the "Unauthorized Conditions"), other than the City's project-specific quantities, configurations or delivery locations and/or dates, are expressly declared void and shall be of no force and effect. Acceptance by the City of any Work Order or invoice containing any such Unauthorized Conditions or failure to demand strict performance of any term or condition set forth in this Agreement or under the County Contract or to exercise or delay the exercise of any right or remedy provided in this Agreement, the County Contract, or by law, or the City's acceptance of and payment for Parts or Services shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations imposed by this Agreement, the County Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

13. Indemnification; Insurance. The City shall be afforded all of the rights, privileges, insurance coverage and indemnifications afforded to the County under the County Contract, and such rights, privileges, insurance coverage and indemnifications shall accrue and apply with equal effect to the City of Avondale under this Agreement including, but not limited to, the Contractor's obligation to provide the indemnification and insurance.

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

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

"**Contractor**"

FALCON POWER INC., an Arizona corporation

By:_____

Name:_____

Title:_____

(ACKNOWLEDGMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2011, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2011, by _____ as _____ of FALCON POWER INC., an Arizona corporation, on behalf of the corporation.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
FALCON POWER INC.

[County Contract]

See following pages.

SERIAL 10018 C **HEAVY DUTY TRUCK, CONSTRUCTION & AGRICULTURAL/INDUSTRIAL FLEET & EQUIPMENT PARTS, SERVICE & ACCESSORIES**

DATE OF LAST REVISION: February 02, 2011 **CONTRACT END DATE: July 31, 2013**

CONTRACT PERIOD THROUGH JULY 31, 2013

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **HEAVY DUTY TRUCK, CONSTRUCTION & AGRICULTURAL/INDUSTRIAL FLEET & EQUIPMENT PARTS, SERVICE & ACCESSORIES**

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 **January 27, 2011.**

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
Materials Management

PA/mm
Attach

Copy to: Materials Management
Gidget Vigil, Equipment Services

(Please remove Serial 04016-C from your contract notebooks)

HEAVY DUTY TRUCK, CONSTRUCTION & AGRICULTURAL/INDUSTRIAL FLEET & EQUIPMENT PARTS, SERVICE & ACCESSORIES

1.0 INTENT:

This Invitation for Bid is intended to establish a contract for parts, service and accessories for Heavy Duty Trucks 1 ½ ton and higher, Construction / Agricultural / Industrial equipment. It is not intended for one (1) contractor to provide all requirements. The contract will be awarded in part, sections or groups where such action serves the County's best interest. All charges to the County shall be in accordance with the terms of the resultant pricing agreement. Purchases are authorized by purchase order or purchase credit card only.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.19 and 2.20, 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 SPECIFICATIONS:

2.1 **TECHNICAL REQUIREMENTS**:

2.1.1 AUTHORIZED SERVICE FACILITIES:

2.1.1.1 The contractors shall be certified as a respective manufacturer's authorized service facility for the type of vehicle size and equipment offered on attachment A of the pricing section.

2.1.1.2 The service facility shall be open Monday through Friday from 8:00 a.m. to 5:00 p.m.

2.1.1.3 The County's expectations are to establish parts and service for all manufactures in the County's rolling stock.

2.1.1.4 No volume of business is a guarantee.

NOTE: IT IS IMPORTANT FOR THE BIDDERS TO INDICATE THE GROSS VEHICLE WEIGHT (GVW) THEIR SERVICE FACILITY ARE EQUIPPED TO SERVICE. THERE IS A SPACE ON ATTACHMENT "A" FOR YOU TO PROVIDE THIS INFORMATION.

FOR EXAMPLE: FACILITY ONLY EQUIPPED TO SERVICE \ TRUCKS 2 TON

2.1.2 MANUFACTURERS:

EL DORADO BODIES	KUBOTA / BOBCAT	INGERSOLL-RAND-FLEET PARTS (NO TOOLS
BLUE BIRD BUSES	JOHN DEERE GREEN	JOHN DEERE YELLOW
THOMAS BUSES	BEARCAT	CATERPILLAR
ROSCO ROLLERS	PB LOADER	BROCE BROOM
CUMMINS DIESEL ENGINE	CASE	BEAR/ELGIN BROOM
PULL TARP	ROLL-RITE	DYNA PAC ROLLERS
BINGHAM FORD	MASSEY FERGUSON	THERMO-KING
MAXON LIFTS	FREIGHTLINER	STERLING
TRINITY ATTENUATOR	3M MESSAGE BOARDS	SOLAR TECH MESSAGE BOARDS
ATV POLARIS	VERMEER-WOOD CHIPPERS	SKIP-LINE
MACK	VOLVO	INTERNATIONAL
DUR-A-LIFTS	VERSA LIFTS	IMT CRANES
WARN WINCHES	RAMSEY WINCHES	WACKER

GMC	GRACO – PAINT SRIPPERS	WILDEN – PAINT STRIPERS
RICON WHEELCHAIR LIFTS	BRAUN WHEELCHAIR LIFTS	MASSEY'S FUEL TANKS
RV-NEWMAR	RV-CHAMPION	RV-THOMAS
CHASSIS/SUSPENSIONS	VICKER PUMPS	WELDING SUPPLIES
PTO & DRIVELINE	WEATHERGUARD TOOL BOXES	DELTA TOOL BOXES
CARRIER A/C CONDENSERS & EVAPORATORS	FORD NEW HOLLAND	

2.1.3 LABOR RATES:

The contractor shall provide information:

- Labor rates;
- at contractor's facility
- After hours / overtime
- Field service calls (if applicable)
- Field service calls afterhours/overtime
- Mileage 1st 20 free (if applicable) or
- Onetime flat rate fuel charge
- Business hours

2.1.3.1 The invoices shall be submitted within twenty-four (24) hours from date of service, by fax 602-506-1182 or email.

2.1.3.2 After hours/overtime service must be approved prior to providing the service.

2.1.3.3 Service truck(s) - fully equipped with parts, tools, equipment required to complete the repairs at no cost to the County.

2.1.3.4 Duplicate charges - the County shall not be responsible for any rates / charges defined in section 2.1.4for negligence on the contractors / service technician not prepared with all parts, tools, equipment, material and other related items required to complete the repair.

2.1.3.5 Equipment Services reserves the right to dispute charges on labor hours and repairs performed if deemed excessive / unreasonable. If any portion of the repair performed is determined to be excessive charges, the contractor shall credit the original invoice referencing the work order and the vehicle number.

2.1.4 DEFINITIONS:

2.1.4.1 Labor rate – the time it takes to complete the repair. The contractor shall utilize ½ hour increments when applicable.

2.1.4.2 Afterhours labor rate – services render after normal business hours.

2.1.4.3 Field service call rate (if applicable) - a onetime / one way charge in route / travel to the County site minimum one (1) hour. This rate shall be the same for all field service calls.

2.1.4.4 Mileage (if applicable) – to County job site, the 1st 20 miles are free or choose a onetime flat rate fuel charge.

2.1.5 EQUIPMENT SERVICE DEPARTMENT SERVICE CENTERS:

Equipment Services Department operates five (5) service centers. Our operating hours are Monday through Friday, excluding holidays; hours of operation are different per location.

2.1.5.1 Durango Main Service Center, 3325 W. Durango, Phoenix, 85009 (602-506-4678), 5:30 a.m. to 4:30 p.m.

2.1.5.2 Mesa Service Center, 155 E. Coury, Mesa, 85210 (602-506-4794), 6:00 a.m. to 4:30 p.m.

2.1.5.3 Dysart Service Center, 16821 N. Dysart Rd. Surprise, 85374 (623-583-1836), 5:30 a.m. to 3:30 p.m.

2.1.5.4 Downtown Service Center, 120 S. 4th Ave, Phoenix, 85003 (602-506-2909), 7:00 a.m. to 5:00 p.m.

2.1.5.5 Buckeye Service Center, 26449 W. HWY 85, Buckeye, 85326 (623-386-7461), 6:00 a.m. to 2:30 p.m.

2.1.6 WORK ORDER ASSIGNMENTS:

2.1.6.1 Equipment Service Department Shop Supervisors and Service Writers (SW) will coordinate and issue a work order with the vehicle number to the contractor has an authorization to perform service. *Do not perform any service without a work order.* The contractor shall contact the SW 602-506-4678 (voice message) or 602-506-2886 direct contact) on all delays, pick-ups, deliveries, questions or additional repair approval.

2.1.6.2 The designated employee(s) will give the contractor(s) a preliminary diagnosis of the vehicle(s) repair.

2.1.7 RESPONSE TIME:

2.1.7.1 The response time to pick-up a vehicle under warranty shall be within the same business day, or unless a prior agreement has been made between the County and contractor.

2.1.7.2 The County will be responsible for transporting vehicle(s) not covered under warranty using the current County's Towing Service contract.

2.1.7.3 The contractor will be given an expected turn-around time by the Shop Supervisor and/or Service writer. If the turn-around time cannot be met, the contractor shall inform the Shop Supervisor or Service Writer at that time.

2.1.7.4 If the contractor has more than three (3) County vehicles at their facility, the County reserves the right to send the County vehicle(s) to another service facility from the contract, when applicable.

2.1.7.5 These items listed are not intended to terminate the contractor from future work order assignments only to eliminate downtime on vehicles.

2.1.8 STATUS REPORTS:

2.1.8.1 The contractor shall submit a daily status report with the work number and vehicle number, date received, with details on the completion date, via fax (602-506-1182) or email to the designated employee(s).

2.1.8.2 The report shall be submitted every day by 4:00 p.m.

2.1.9 PARTS PRICING:

2.1.9.1 All replacement parts shall be of Original Equipment Manufacturer (OEM). Exceptions are made when OEM parts are no longer available, the County must provide prior approval to replace parts with aftermarket parts.

2.1.9.2 Submit price list(s) by hard copy, website access or CD-Rom. If a software license is required to view pricing, the contractor shall provide at no cost to the County.

2.1.10 DELIVERY OF PARTS:

Deliveries shall be made to all locations within 2 hours of placing orders. Exceptions are made when the site is more than 2 hours in distance (travel time) from contractor(s) facility.

2.1.10.1 It is not the responsible of the County to pay freight on normal stock items.

2.1.10.2 All priority deliveries (i.e., overnight, air freight, UPS direct, etc.) shall be authorized by a Shop Supervisor / Lead and that person's name shall be on the invoice in order to authorize special delivery payment.
2.1.10.3 Contractor(s) shall contact the designated service center on all delivery delays.
2.1.10.4 Contractor(s) shall provide the best times to place stock orders to receive same day or within Twenty-Four (24) hours.
2.1.10.5 Contractor(s) are to indicate if they have the capability to deliver to all locations on a daily bases and provide "hot shots runs" or "just in time parts".
2.1.10.6 When part(s) are delivered on a pallet, the contractor is required to pick up and dispose of the pallet(s). The pallets must be labeled or stamped with the contractor's name for identification purposes.

2.1.11 ACTIVE DISTRIBUTORS:

The Contractor shall be an active distributor of all manufacturers offered on Attachment A, Pricing at the time of bid submission. The manufacturers shall have your company on file as an authorized distributor for the products listed. Maricopa County reserves the right to contact the manufacturer's to verify authorization ensure compliance with terms and conditions of this solicitation.

2.1.12 WARRANTY:

2.1.12.1 The minimum warranty shall be 90 days or manufacturer warranty whichever is greater.
2.1.12.2 Warranty replacement shall be at no additional charge to the County. A "NO CHARGE" invoice shall accompany all warranty repairs detailing failure, diagnosed cause and parts replaced. Contractor(s) shall respond to all warranty requests within twenty-four (24) hours of notification.
2.1.12.3 The effective date on all warranties shall begin at the time of complete installation and acceptance by the County.
2.1.12.4 The Contractor shall indicate on the Price Sheet the duration of the warranty and any applicable limitations or conditions which may apply.

2.1.13 RETURN POLICY:

The bidders shall state their return policy and reference the "inventory adjustment" (see section 2.13).

2.1.13.1 When a restocking charge is applied, the invoice shall reflect the original purchase price of each part returned and the restocking charge shall be on a separate line.
2.1.13.2 Damaged, broken or unsealed packages shall not be accepted.
2.1.13.3 All credit memos shall reference original invoice or return slip number. The contractor shall provide, with company name, a return / credit slip booklet at no cost to the County.

2.1.14 STOCK LIFT:

2.1.14.1 The County reserves the right to sell out current inventory before accepting new manufacturer brands or the contractor(s) may be required to lift current inventory and replace with their brand.

2.1.15 INVENTORY ADJUSTMENTS:

2.1.15.1 The contractor(s) shall accept the return of all parts considered non-moving or seasonal parts pulled during a six (6) month inventory adjustment at no cost or penalty.

2.1.16 SAFETY STANDARDS:

2.1.16.1 All work performed shall meet current Arizona State and Code Federal Regulations under Title 49 mandates, no exceptions.

2.1.17 SETTING UP COUNTY ACCOUNT:

It shall be the responsibility of all contractors to communicate with their parts department, service area, accounts receivable and other areas involved in compliance with this pricing agreement.

2.2 ADDITIONAL CHARGES &FEES:

Maricopa County is not responsible for miscellaneous charges or fees (i.e., shop supplies, environmental fees, hazardous waste) other than those listed in the pricing section of this contract.

2.3 USAGE REPORT:

The Contractor shall furnish the County, on an as needed basis 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.

2.4 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

2.4.1 Contract Serial number.

2.4.2 Contractor's name and address.

2.4.3 Using Agency name and address.

2.4.4 Using Agency purchase order number.

2.4.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

2.5 SHIPPING TERMS:

Bid price(s) and terms shall be F.O.B. Destination at:
Maricopa County Equipment Services
3325 West Durango St.
Phoenix, Arizona 85009

2.6 OPERATING MANUALS:

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Using Agency.

2.7 INSTALLATION:

The Contractor's price shall include delivery and set-up to be in complete operating condition.

2.8 SAMPLES:

The Contractor may be requested to furnish samples of material(s) bid for examination by the County. Any materials so requested shall be furnished within five (5) working days from the date of request and furnished at <u>no cost</u> to the County and sent to the address designated in the requesting correspondence.

2.9 TESTING:

Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the materials conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the materials do not meet the Specifications, the expense of such analysis shall be borne by the Contractor.

2.10 ACCEPTANCE:

Once the Materials have been delivered, the Using Agency shall have a reasonable opportunity to inspect them. The Using Agency shall have seven (7) days to perform its acceptance testing and inspection of the Materials, after which time the Materials shall be deemed accepted unless the Using Agency rejects the Materials.

2.11 STOCK:

The Contractor shall be expected to stock locally, sufficient quantities as may be necessary to meet the County's needs.

2.12 DISCONTINUED MATERIALS:

2.12.1 In the event that a manufacturer discontinues materials, the County may allow the Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new material, the Contractor shall provide the following to the County:

2.12.1.1 Documentation from the manufacturer that the material has been discontinued.

2.12.1.2 Documentation that names the replacement material.

2.12.1.3 Documentation that provides clear and convincing evidence that the replacement material meets or exceeds all specifications required by the original solicitation.

2.12.1.4 Documentation that provides clear and convincing evidence that the replacement material will be compatible with all the functions or uses of the discontinued material.

2.12.1.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued material.

2.12.2 Material discontinuance applies only to those materials specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

2.13 MAINTENANCE:

The Contractor shall provide for maintenance under this Contract upon acceptance of materials by the Using Agency.

2.14 BRAND NAME:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

2.15 ORDER CUTOFF INFORMATION:

Contractors submitting bids shall advise the County of all known order cutoff dates for the equipment / product(s) specified in this solicitation at the time of bid submission. Notification of any subsequent cutoff date(s) (learned after submission of bid) shall also be the Contractor's responsibility. The Contractor shall advise the County of subsequent cutoff dates by notifying the Procurement Officer, in writing, of the new information.

2.16 INVOICES AND PAYMENTS:

2.16.1 The Contractor shall submit a legible invoice with the following details before payment(s) can be made. At a minimum, the invoice must provide the following information:

Service Invoice

- Company name, address and contact
- County bill-to department and contact information
- Contract Serial Number
- County purchase order number (if not paid by credit card)
- County work order and vehicle number
- Invoice number and date
- Payment terms
- Date of service
- Description-complaint, cause, cure
- Description of Purchase (parts used: list numbers/quantities/description)
- Pricing per unit of purchase (list cost minus discount price)
- Warranty
- Freight (with prior approval)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time
- Sales tax and tax rate (on parts only)
- Total Amount Due

Packing list or Parts Invoice

Note: packing slips must have pricing listed.

- Contract Serial Number
- County purchase order number (if not paid by credit card)
- County work order and vehicle number
- Part number/quantities/descriptions
- Unit cost: list cost minus discount
- Freight (with prior approval)
- Sales tax and tax rate
- Total cost

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

2.16.3 **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 Award the Contractor shall fill out an EFT Enrollment form located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/) .**

2.16.4 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.

2.17 TAX:

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

2.18 STRATEGIC ALLIANCE for VOLUME 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.

2.19 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 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

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

3.2 OPTION TO RENEW:

The County may, at its option and with the approval of the Contractor, renew the term of this Contract up to a maximum of three (3), one (1) year options, (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 Materials Management Department 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 **(% of discount off current catalog and services)** must be submitted sixty (60) days prior to the Contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. **Any manufacturer catalog updates must be provided to Equipment Services upon issue date.** 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, Contractor shall defend, indemnify, and hold harmless County, 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, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

3.4.2 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.

3.4.3 The scope of this indemnification does not extend to the sole negligence of County.

3.5 INSURANCE REQUIREMENTS

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 Insureds.

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 $1,000,000 for each occurrence, $2,000,000 Products/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 and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification 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 Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.5.11 Workers' Compensation:

3.5.11.1 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 or services under this Contract; 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.

3.5.11.2 Contractor waives all rights against County 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 Contractor pursuant to this Contract.

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 REQUIREMENTS CONTRACT:

3.7.1 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.

3.7.2 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.

3.7.3 Contractors agree to accept verbal notification of cancellation from the Materials Management 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.

3.8 ORDERING AUTHORITY.

3.8.1 The Contractor should understand that any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).

3.8.2 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 product(s) is the only document necessary for Customers to purchase and for the Contractor to proceed with delivery of product(s) 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 Contractor.

3.9 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

3.10 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only

after the County deems that the Contractor has failed to remedy the problem after being forewarned.

3.11 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.

3.12 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.

3.13 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.

3.14 ADDITIONS/DELETIONS OF SERVICE:

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 SUBCONTRACTING:

3.15.1 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.

3.15.2 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.

3.16 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

3.17 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to a Contract for **six** ~~five~~ **(6)** ~~(5)~~ years after final payment or until after the resolution of any audit questions which could be more than **six** ~~five~~ **(6)** ~~(5)~~ years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy and make use of, any and all said materials.

3.18 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to a Contract are not sufficient to support and document that allowable materials were provided, the Contractor shall reimburse Maricopa County for the materials 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 thereunder.

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 statues 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 Contact.

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. 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. I-9 forms are available for download at USCIS.GOV.

3.25.2 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 department 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 department 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, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. **The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Materials Management and the using agency of any and all changes concerning permits, insurance or licenses.**

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 posses 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) 542-1525 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 POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

ARIZONA BRAKE & CLUTCH SUPPLY, 2211 N. BLACK CANYON HIGHWAY, PHOENIX, AZ 85009

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

ADDITIONAL MANUFACTURERS NOT LISTED

Item	Product Line	Current Price List At Date Of Issue	Price Column To Be Used	Discount (% Off)
1.1.1.57	AMS Clutch Kits & Flywheels	AMSClutch 2/8/2010	Jobber	21.50%
1.1.1.58	Mid-America Clutches & Flywheels	Mid-America Jan. 2010	List	65.50%
1.1.1.59	Az. Brake & Clutch Relined Brake Shoes	Price Book 4/12/2010	List	66%
1.1.1.60	Az. Brake & Clutch Relined Brake Shoe Kits	Price Book 4/12/2010	List	59%
1.1.1.61	Euclid/Meritor HD Brake Components	A6421A 1/1/2010	List	54.50%
1.1.1.62	Bendix New Air Brake Components	BW1469 1/1/2010	List	53.50%
1.1.1.63	Bendix Reman. Air Brake Components	BW1465 1/1/2010	List	56%
1.1.1.64	Raybestos Brake Pads/Shoes	F-201-D 6/15/2009	List	64%
1.1.1.65	Raybestos Brake Drums & Rotors	DR-201-C 6/15/2009	List	64%
1.1.1.66	Raybestos Hydraulics	H-201-C 11/11/2009	List	64%

ARIZONA BRAKE & CLUTCH SUPPLY, 2211 N. BLACK CANYON HIGHWAY, PHOENIX, AZ 85009

1.1.1.67	Raybestos Calipers	RLC-201-C 12/28/2009	List	64%
1.1.1.68	Stemco Seals/Bearings Crewson Slack Adjusters	Stemco2010 1/15/2010	List	54.50%
1.1.1.69	Timken Bearings	Timken US 2/15/2010	List	65.50%
1.1.1.70	National Seals/Gaskets	National440-SB 4/1/2010	List	66.50%
1.1.1.71	National Oil Seals	National440-SB 4/1/2010	List	70%
1.1.1.72	Sloan Air & Electrical Components Michelin Wiper Blades	Sloan-List Price 5/1/2010	List	60%
1.1.1.73	Webb Wheel Brake Drums	WebbListApril12010 4/1/2010	List	65%
1.1.1.74	Gunite Drums and Slack Adjusters	GuniteListApril12010 4/1/2010	List	65%
1.1.1.75	Az. Brake & Clutch	LAB53	4.0" Drum Turn	$12.63
1.1.1.76	Az. Brake & Clutch	LAB55	5.0" Drum Turn	$15.79
1.1.1.77	Az. Brake & Clutch	LAB56	6.0" Drum Turn	$18.94
1.1.1.78	Az. Brake & Clutch	LAB57	7.0" Drum Turn	$22.10
1.1.1.79	Az. Brake & Clutch	LAB58	8-5/8" Drum Turn	$27.20
1.1.1.80	Az. Brake & Clutch	LAB06	Electric Drum Turn	$15.24
1.1.1.81	Az. Brake & Clutch	LAB07	Arc Custom Shoe	$3.09
1.1.1.82	Az. Brake & Clutch	LAB16	Rear Drum Mount Dual	$11.98
1.1.1.83	Az. Brake & Clutch	LAB17	Front Drum Mount Dual	$10.35
1.1.1.84	Az. Brake & Clutch	LABF34A	Spicer Flywheel	$50.28

SERIAL 10018-C

ARIZONA BRAKE & CLUTCH SUPPLY, 2211 N. BLACK CANYON HIGHWAY, PHOENIX, AZ 85009

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$65.00	/hr
1.2.2 County Facility	$65.00	/hr
1.2.3 Labor Rate for after hours/overtime (if different)	$ 97.50	/hr
1.2.4 Labor Rate for Field Service	$97.50	/hr
1.2.5 Labor Rate for Field Service overtime	$130.00	/hr

1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	$	per mile	$	flat fuel charge

1.4 Business Hours	7:00 a.m. - 7:00 p.m. M_F 7:00 a.m. - Noon Sat.
1.5 Return Policy (reference section 2.1.13)	
1.5.1 Time limitations	There will be no restocking fee on parts purchased during the term of this contract.
1.5.2 Restocking charge (if any)	0
1.7 Warranty (define)	All parts are subject to 1 year manufacturer's warranty
1.8 Additional Participating Locations:	N/A

Terms:	2% DAYS NET 30 DAYS
Vendor Number:	W000003287 X
Telephone Number:	602-256-7966
Fax Number:	602-284-1283
Contact Person:	Cindy Seitz
E-mail Address:	cseitz.azbrake@yahoo.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

SERIAL 10018-C

ARIZONA PRODUCTION MACH.& SUP., 5635 W. VAN BUREN, PHOENIX, AZ 85063

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.32 ATV POLARIS	website 4-13-2010	MSRP	0

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.4 Business Hours	M-F 7:00am-5:00pm Sat 7:00am-12:00pm
1.5 Return Policy (reference section 2.1.13)	Returns accepted if part is in original unopened packaging. No returns on electrical.
1.5.1 Time limitations	Returns accepted up to only 10 Days After Invoice
1.5.2 Restocking charge (if any)	20% Handling on all Returns After 10 Days
1.7 Warranty (define)	30 Day on part or accessory due to defect in material or workmanship.

Terms:	2% 10 DAYS NET 30 DAYS
Vendor Number:	W000000898 X
Telephone Number:	602-272-5551
Fax Number:	602-269-7545
Contact Person:	Mike Trella
E-mail Address:	mike@azpromac.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

AUTO SAFETY HOUSE, 2630 W. BUCKEYE ROAD, PHOENIX, AZ 85009

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.11 THOMAS BUS	1/1/2010	ASH List	10-32%
1.1.1.19 CARRIER A/C CONDENDERS EVAPORATORS	1/1/2010	ASH List	47%
1.1.1.34 SOLAR TECH MESSAGE BOARDS	1/1/2010	List Price	0%
1.1.1.47 RICON WHEEL CHAIR LIFTS	1/1/2010	ASH List	53%
ADDITIONAL MANUFACTURERS NOT LISTED			
1.1.1.85 - Knapheide	1/1/2010	ASH List	33%
1.1.1.86 - Tommy Gate	1/1/2010	ASH List	49%
1.1.1.87 - Waltco Liftgates	1/1/2010	ASH List	28%

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$80.00	/hr
1.2.2 County Facility	$95.00	/hr
1.2.3 Labor Rate for after hours/overtime (if different)	$95.00	/hr
1.2.4 Labor Rate for Field Service	$95.00	/hr
1.2.5 Labor Rate for Field Service overtime	$105.00	/hr

SERIAL 10018-C

AUTO SAFETY HOUSE, 2630 W. BUCKEYE ROAD, PHOENIX, AZ 85009

1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	$1.50	per mile	$0.00	flat fuel charge

1.4 Business Hours	7:00-5:00 M-F 8:00 to 12:00 Sat
1.5 Return Policy (reference section 2.1.13)	No returns on special order
1.5.1 Time limitations	
1.5.2 Restocking charge (if any)	5% after 6 mos. On stock items
1.6 Additional Services Offered:	Paint & Body
1.7 Warranty (define)	Per Manufacturer's policy
1.8 Additional Participating Locations:	None

Terms:	NET 30 DAYS
Vendor Number:	W000000722 X
Telephone Number:	602-269-9721
Fax Number:	602-386-5472
Contact Person:	Rudy Garcia
E-mail Address:	rgarcia@autosafetyhouse.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

SERIAL 10018-C

BALAR HOLDING CORP, 11023 N. 22ND AVENUE, PHOENIX, AZ 85029

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.29 PB LOADER	2009 PARTS PRICE LIST	09' LIST	-2%

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$85.00	/hr		
1.2.2 County Facility	$85.00	/hr		
1.2.3 Labor Rate for after hours/overtime (if different)	$85.00	/hr		
1.2.4 Labor Rate for Field Service	$85.00	/hr		
1.2.5 Labor Rate for Field Service overtime	$122.50	/hr		
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	$1.85	per mile	$	flat fuel charge

1.4 Business Hours	7:00AM-4:30PM
1.5 Return Policy (reference section 2.1.13)	WILL EXCEPT "INVENTORY ADJUSTMENTS" FOR UP TO 6 MONTHS
1.5.1 Time limitations	6 MONTHS
1.5.2 Restocking charge (if any)	0
1.6 Additional Services Offered:	
1.7 Warranty (define)	90 DAYS
1.8 Additional Participating Locations:	N/A

SERIAL 10018-C

BALAR HOLDING CORP, 11023 N. 22ND AVENUE, PHOENIX, AZ 85029

Terms:	NET 30
Vendor Number:	W000000775 X
Telephone Number:	602-944-1933
Fax Number:	602-944-9687
Contact Person:	Peter Evans
E-mail Address:	pevans@balar.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

SERIAL 10018-C

BETTS TRUCK PARTS, 7375 W BUCKEYE RD STE 100, PHOENIX, AZ 85043

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[X]	[ ]	2%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
ADDITIONAL MANUFACTURERS NOT LISTED			
1.1.1.88 BETTS MUD FLAP HANGERS	4/1/2009	LIST	40%
1.1.1.89 NATIONAL WHEEL SEALS	4/1/2010	JOBBER	20%
1.1.1.90 STEMCO WHEEL SEALS/HUB CAPS	1/15/2010	LIST	45%

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$50	/hr
1.2.2 County Facility	N/A	/hr
1.2.3 Labor Rate for after hours/overtime (if different)	$75	/hr
1.2.4 Labor Rate for Field Service	N/A	/hr
1.2.5 Labor Rate for Field Service overtime	N/A	/hr

1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	NO CHARGE	per mile	NO CHARGE	fuel charge

1.4 Business Hours	Monday through Friday 8:00AM to 5:00PM
1.5 Return Policy (reference section 2.1.13)	Parts must be new and in salable condition in original packaging
1.5.1 Time limitations	6 months from date of purchase
1.5.2 Restocking charge (if any)	15% restocking fee for non-stocking parts only
1.6 Additional Services Offered:	Quarterly in house training and scheduled on site training

BETTS TRUCK PARTS, 7375 W BUCKEYE RD STE 100, PHOENIX, AZ 85043

1.7 Warranty (define)	Betts offers a 1 year warranty policy on all parts and labor, plus the manufacturer's warranty policy if available
Terms:	NET 30
Vendor Number:	W000000462 X
Telephone Number:	623-907-9396
Fax Number:	623-936-5713
Contact Person:	Pat Deskins
E-mail Address:	pdeskins@bettspring.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

C.W. CARTER CO, 1717 W. ROOSEVELT, PHOENIX, AZ 85007

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

		CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
ADDITIONAL MANUFACTURERS NOT LISTED				
1.1.1.109	Eaton /Spicer	WHD	List	55%
1.1.1.110	Fuller	WHD	List	50%
1.1.1.111	Arvin Meritor	WHD	List	50%
1.1.1.112	Red Dot	WHD	List	45%
1.1.1.113	Spicer Driveline	WHD	List	59%
	WIX Filters	**9/4/10**	**List**	**65%**

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$85.00	/hr
1.2.2 County Facility	$110.00	/hr
1.2.3 Labor Rate for after hours/overtime (if different)	$	/hr
1.2.4 Labor Rate for Field Service	$110.00	/hr
1.2.5 Labor Rate for Field Service overtime	$110.00	/hr

1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	$	per mile	$50.00	flat fuel charge

1.4 Business Hours 7:00 a.m. - 5:00 p.m.

C.W. CARTER CO, 1717 W. ROOSEVELT, PHOENIX, AZ 85007

1.5 Return Policy (reference section 2.1.13)	1	Westpac Heavy Duty Inc. will accept returns for stocking numbers purchased from us at no handling charge. Stock items returned should be in original packaging and in good resale condition. Some stock items, due to the type of product and shelf life, will not be eligible for return if older than two (2) years.
	2	Westpac Heavy Duty Inc will accept returns for special order parts but may include a 15% restock fee depending on the manufactures policy. Fright cost incurred for special order is non refundable
	3	Westpac Heavy Duty Inc. will accept returns or stock clean-ups on parts not purchased from Westpac Heavy Duty Inc. on a case by case basis
1.5.1 Time limitations		Based on manufactures policy
1.5.2 Restocking charge (if any)		up to 15%
1.6 Additional Services Offered:		Full Bumper to Bumper aftermarket parts offering
1.7 Warranty (define)	1	We support and help process all manufactures warrantees for all of the products we sell
	2	The manufactures in nearly all cases evaluates warranty considerations, but we will support and fight for your warranty. Due to our good standing with manufactures, most warrantees are completed and approved without any questions
	3	Parts turned in for warranty consideration will be handled promptly by a Westpac Heavy Duty representative
	4	Once a warranty is deemed valid by the manufacture, a credit for the defective parts will be issued with 24 hours. If a warranty is deemed invalid or disallowed, Westpac Heavy Duty will reconsider and evaluate with the customer to resolve the issue.

Terms:	2% 10 DAYS NET 30 DAYS
Vendor Number:	W000003132 X
Telephone Number:	602-258-3929
Fax Number:	602-252-4238
Contact Person:	Ginette Dertina
E-mail Address:	gdertina@westpace-hd.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

CANYON STATE BUS SALES, INC., 3113 W. WELDON AVENUE, PHOENIX, AZ 85017

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[ ]	[X]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.10 BLUE BIRD BUS	4/12/2010	Retail	0
1.1.1.48 BRAUN WHEEL CHAIR LIFTS	4/12/2010	Retail	0

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$89.10	/hr		
1.2.2 County Facility	$99.00	/hr		
1.2.3 Labor Rate for after hours/overtime (if different)	$125.00	/hr		
1.2.4 Labor Rate for Field Service	$99.00	/hr		
1.2.5 Labor Rate for Field Service overtime	$125.00	/hr		
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	$2.50	per mile	$	flat fuel charge

1.4 Business Hours	7AM-5PM Mon - Fri
1.5 Return Policy (reference section 2.1.13)	No returns on special order parts
1.5.1 Time limitations	No return after 30 days
1.5.2 Restocking charge (if any)	15%

CANYON STATE BUS SALES, INC., 3113 W. WELDON AVENUE, PHOENIX, AZ 85017

1.7 Warranty (define)	Manufacturer warranty on parts and labor
Terms:	NET 30
Vendor Number:	W000000461 X
Telephone Number:	602-230-1515
Fax Number:	602-230-1519
Contact Person:	Stan Costantino
E-mail Address:	stan@canyonstatebus.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

CUMMINS ROCKY MOUNTAIN LLC, 651 NORTH 101ST AVENUE, AVONDALE, AZ 85323

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.28 CUMMINS DIESEL ENGINES			
FIRST CALL	1/1/2010	Dealer	30% off list

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$99.00	/hr		
1.2.2 County Facility	$99.00	/hr		
1.2.3 Labor Rate for after hours/overtime (if different)	$99.00	/hr		
1.2.4 Labor Rate for Field Service	$99.00	/hr		
1.2.5 Labor Rate for Field Service overtime	$99.00	/hr		
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	$1.21	per mile	$25.00	flat fuel charge

1.4 Business Hours 6AM-9PM Sat. 6AM-4:30PM

1.5 Return Policy (reference section 2.1.13)
1.5.1 Time limitations None
1.5.2 Restocking charge (if any) None

1.6 Additional Services Offered: Air Conditioning repair, Brakes & Wheel seal repair Onan, engine & generator repair

1.7 Warranty (define) See warranty guidelines, all markets

1.8 Additional Participating Locations: Avondale location and Mobil repair units to cover state of AZ

SERIAL 10018-C

CUMMINS ROCKY MOUNTAIN LLC, 651 NORTH 101ST AVENUE, AVONDALE, AZ 85323

Terms:	NET 10 DAYS
Vendor Number:	W000004563 X
Telephone Number:	623-474-2600
Fax Number:	623-474-2730
Contact Person:	Michael Young
E-mail Address:	michael.w.young@cummins.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

DRAKE TRUCK & TRAILER, 2235 S 19TH AVE., PHOENIX, AZ 85009

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[ ]	[X]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.52 DELTA TOOL BOXES	9/1/2008	Trade	20.10%
ADDITIONAL MANUFACTURERS NOT LISTED			
1.1.1.91 Drawtite	1/1/2010	Dealer	10%
1.1.1.92 Masterack	11/1/2010	List	0

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$68.00	/hr		
1.2.2 County Facility	$89.00	/hr		
1.2.3 Labor Rate for after hours/overtime (if different)	$138.00	/hr		
1.2.4 Labor Rate for Field Service	$138.00	/hr		
1.2.5 Labor Rate for Field Service overtime	$189.00	/hr		
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	$0.50	per mile	$	flat fuel charge

1.4 Business Hours	7:30-5:30
1.5 Return Policy (reference section 2.1.13)	Stocking items 0% within 90 days non stocking 20% within 90 days
1.5.1 Time limitations	90 days
1.5.2 Restocking charge (if any)	20% for non stock or special orders

SERIAL 10018-C

DRAKE TRUCK & TRAILER, 2235 S 19TH AVE., PHOENIX, AZ 85009

1.7 Warranty (define) Per mfg…

Terms:	NET 10 DAYS
Vendor Number:	W000000466 X
Telephone Number:	602-278-2552
Fax Number:	602-278-0427
Contact Person:	Dave Drake
E-mail Address:	dave@drakeequipment.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

FREIGHTLINER STERLING WS OF AZ, 9600 W. ROOSEVELT STREET, TOLLESON, AZ 85326

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[ ]	[X]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.2 CATERPILLAR **FIRST CALL**	4/12/2010		Cost + 10%
1.1.1.15 FREIGHTLINER	4/12/2010		3% Discount
1.1.1.16 STERLING	4/12/2010		3% Discount
ADDITIONAL MANUFACTURERS NOT LISTED			
1.1.1.93 - Waltco	4/12/2010		Cost + 20%

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$76.00	/hr		
1.2.2 County Facility	$86.00	/hr		
1.2.3 Labor Rate for after hours/overtime (if different)		/hr		
1.2.4 Labor Rate for Field Service	$86.00	/hr		
1.2.5 Labor Rate for Field Service overtime	$86.00	/hr		
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	$1.00	per mile	$0.00	flat fuel charge

1.4 Business Hours	See Attachment #1 below
1.5 Return Policy (reference section 2.1.13)	90 days
1.5.1 Time limitations	
1.5.2 Restocking charge (if any)	20% on non-stock & No return on special orders

FREIGHTLINER STERLING WS OF AZ, 9600 W. ROOSEVELT STREET, TOLLESON, AZ 85326

1.6 Additional Services Offered:	See Attachment #2 below
1.7 Warranty (define)	See Attachment #3 below
1.8 Additional Participating Locations:	See Attachment #4 below

ATTACHMENT #1
Business Hours

Tolleson Location

Hours of Operation:	7 days a week 24 hours a day Parts Department Open Monday 6:00 AM - Saturday Midnight Open Sunday 7:00 AM - Midnight
Parts Delivery:	Monday-Friday 7:30 AM - Midnight Saturday 8:00 AM - 4:00 PM

Chandler Location

Hours of Operation:	Monday-Friday 7:00 AM - Midnight Saturday 7:30 AM – 5:00 PM
Parts Delivery:	Monday-Friday 8:00 AM – 10:30 PM

Flagstaff Location

Hours of Operation:	Monday-Friday 7:00 AM – 5:30 PM Saturday 7:00 AM – 5:00 PM Parts Department open Monday-Friday 7:00 AM – 7:00 PM open Saturday 7:00 AM – 5:00 PM
Parts Delivery:	Monday-Friday 8:00 AM – 5:00 PM

Tucson Location

Hours of Operation:	Monday-Friday 7:00 AM – 5:30 PM Saturday-Sunday 7:00 AM – 3:30 PM
Parts Delivery:	Monday-Friday 8:00 AM – 5:00 PM

ATTACHMENT #2

- Full Service Body Shop w/65-foot Nova Verta Paint Booth
- DuPont Paint system
- Complete Tractor and Trailer Repairs
- Beeline Frame Rack
- Beeline Alignment Rack
- Certified Welders and Fabricators
- Factory Trained Technicians
- Fabrication and Body installation, Wreckers, Flat Beds, Lift Gates, Etc.
- Certified Fire Apparatus Repair and Service
- Motor Home Repairs
- Free VIS Check Inspections

FREIGHTLINER STERLING WS OF AZ, 9600 W. ROOSEVELT STREET, TOLLESON, AZ 85326

ATTACHMENT #3

Warranty

All units within factory warranty follow their applicable guidelines.

Parts Warranty -Defective part and all requested information supplied to Freightliner, Sterling, Western Star of Arizona. Customer received replacement part at no charge. Warranty is filed with the understanding if warranty is denied by vendor, Freightliner, Sterling, Western Star of Arizona will charge customer's open charge account.

ATTACHMENT #4

Additional Participating Locations

Chandler – 1230 S. Alkmel Lane
Chandler, AZ 85226
480-282-4000
480-282-4059 fax

Flagstaff - 4201 S. Huntington Drive
Flagstaff, AZ 86004
928-522-0400
928-522-0072 fax

Tucson - 4340 E. Tennessee Street
Tucson, AZ 85714
520-514-5700
520-514-5900 fax

Body Shop- 9600 W. Roosevelt Street
Tolleson, AZ 85353
623-907-6640

Terms:	NET 30
Vendor Number:	W000010166 X
Telephone Number:	623-907-9900
Fax Number:	623-907-6409
Contact Person:	Chad Evans
E-mail Address:	cevans@fswaz.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

LUBRICATION EQUIPMENT & SUPPLY, 3526 E BROADWAY RD, PHOENIX, AZ 85040

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

ADDITIONAL MANUFACTURERS NOT LISTED	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.94 Lincoln Lubrication	1/1/2009	KS-Gl	30%
1.1.1.95 Graco Lubrication	12/28/2009	list	See Discount codes below
1.1.1.96 Alemit Lubrication	1/1/2009	All	See Discount codes below
1.1.1.97 Enerpac	11/1/2008	All	15%
1.1.1.98 Dixon valve and Coupling	1/10/2010	All	50%
1.1.1.99 Parker Hose and Fitting	1/15/2010	All	70%
1.1.1.100 Fill-Right Transfer Pumps	1/1/2009	All	15%

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$65.00	/hr
1.2.2 County Facility	$85.00	/hr
1.2.3 Labor Rate for after hours/overtime (if different)	$99.00	/hr

LUBRICATION EQUIPMENT & SUPPLY, 3526 E BROADWAY RD, PHOENIX, AZ 85040

1.2.4 Labor Rate for Field Service	$85.00	/hr	
1.2.5 Labor Rate for Field Service overtime	$99.00	/hr	
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	Free in Maricopa County	per mile	.45 per mile flat fuel charge (Outside Maricopa County)
1.4 Business Hours	8am-5pm	Field Service 24/7	
1.5 Return Policy (reference section 2.1.13)	Must be ok by Account manager		
1.5.1 Time limitations	30 Days		
1.5.2 Restocking charge (if any)	25%		
1.6 Additional Services Offered:	Field Service ,Onsite Training		
1.7 Warranty (define)	1 year Manufactured		
1.8 Additional Participating Locations:	Parker Store 3518 E Broadway Rd Phoenix Az 85040 Parker Store 835 N 43rd Phoenix Az 85009		

GRACO PRICE DISCOUNT CODE:

A = 10%
B = 10%
C = 10%
D = 15%
E = 20%
J = 10%
M = 20%
X = 10%

ALEMITE PRICE DISCOUNT CODE:

A = 10%
S = 10%
K = 20%
P = 20%
R = 20%
M = LIST

Terms:	NET 30
Vendor Number:	W000017031 X
Telephone Number:	602-437-1245
Fax Number:	602-437-8862
Contact Person:	Parish Williams
E-mail Address:	lubequip@aol.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

RWC INTERNATIONAL, 2202 S. CENTRAL AVE, PHOENIX, AZ 85004
~~MCCANDLESS OF ARIZONA, 2202 S. CENTRAL AVENUE, PHOENIX, AZ 85004~~

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES
FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.12 INTERNATIONAL	12/28/2010	PL308 & PL322	Discounts are calculated into manufacturer price catalog.

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$94.50	/hr		
1.2.2 County Facility	$110.00	/hr		
1.2.3 Labor Rate for after hours/overtime (if different)	$141.75	/hr		
1.2.4 Labor Rate for Field Service	$110.00	/hr		
1.2.5 Labor Rate for Field Service overtime	$125.00	/hr		
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	$0 In Maricopa County	per mile	$45.00	flat fuel charge
1.4 Business Hours	Monday to Friday - 7:00am to Midnight / Saturday - 7:00am to 3:30 pm			
1.5 Return Policy (reference section 2.1.13)	Per Mfg. definition (see file)			
1.5.1 Time limitations				
1.5.2 Restocking charge (if any)	15% on special order parts			
1.7 Warranty (define)	Parts: 12 months			
1.8 Additional Participating Locations:	1815 S. 39th Avenue, Phoenix, AZ 85009			

SERIAL 10018-C

RWC INTERNATIONAL, 2202 S. CENTRAL AVE, PHOENIX, AZ 85004
~~MCCANDLESS OF ARIZONA, 2202 S. CENTRAL AVENUE, PHOENIX, AZ 85004~~

Terms:	NET 30
Vendor Number:	~~W000002156 X~~ **W000017286 X**
Telephone Number:	602-254-9241
Fax Number:	602-252-5301
Contact Person:	Ken Nelson
E-mail Address:	~~ken.nelson@mccandlessaz.com~~ **knelson@rwcinternational.com**
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

NORWOOD EQUIPMENT, INC., 2422 S. 19TH AVE., PHOENIX, AZ 85009

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.7 BEAR/ELGIN BROOM	3/3/2010		15%
ADDITIONAL MANUFACTURERS NOT LISTED			
1.1.1.101 CRYSTEEL DUMP BODIES			0

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$88.00	/hr		
1.2.2 County Facility	$110.00	/hr		
1.2.3 Labor Rate for after hours/overtime (if different)	$120.00	/hr		
1.2.4 Labor Rate for Field Service	$110.00	/hr		
1.2.5 Labor Rate for Field Service overtime	$140.00	/hr		
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	$1.50	per mile	$	flat fuel charge

1.4 Business Hours	7:00AM-3:30PM SER PARTS 7:00A-4:30P MON-FRI
1.5 Return Policy (reference section 2.1.13)	New, unused, like new condition
1.5.1 Time limitations	30 Days
1.5.2 Restocking charge (if any)	25% on Special Order Parts
1.6 Additional Services Offered:	welding, fabrication

NORWOOD EQUIPMENT, INC., 2422 S. 19TH AVE., PHOENIX, AZ 85009

1.7 Warranty (define)	Manufactures standard warranty for parts applies
1.8 Additional Participating Locations:	Vanguard Truck Center-Tucson

Terms:	NET 30
Vendor Number:	W000004438 X
Telephone Number:	602-254-0644
Fax Number:	602-253-0164
Contact Person:	Ron Larson
E-mail Address:	rlnorwood@qwest.net
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

PTO SALES, 1646 E. UNIVERSITY DRIVE, PHOENIX, AZ 85034

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
	5/3/2010		
1.1.1.50 CHASSIS/SUSPENSIONS	8/1/2008	List	List – 42%
	1/1/2010	PTO	List - 48%
1.1.1.55 PTO & DRIVELINE	1/1/2010	D/Line	List - 62%

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$72.50	/hr		
1.2.2 County Facility	$72.50	/hr		
1.2.3 Labor Rate for after hours/overtime (if different)	$108.75	/hr		
1.2.4 Labor Rate for Field Service	$72.50	/hr		
1.2.5 Labor Rate for Field Service overtime	$108.75	/hr		
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	$0.00	per mile	$	flat fuel charge

1.4 Business Hours	7am-5pm M-F
1.5 Return Policy (reference section 2.1.13)	All products returnable in re-sellable condition
1.5.1 Time limitations	
1.5.2 Restocking charge (if any)	0
1.6 Additional Services Offered:	Allison Transmissions ***See quote #873372 exp. 12/01/2011**
1.7 Warranty (define)	1 year all products
1.8 Additional Participating Locations:	PTO Sales 1215 W. Houston Ave, Gilbert, AZ 85233

SERIAL 10018-C

PTO SALES, 1646 E. UNIVERSITY DRIVE, PHOENIX, AZ 85034

pto sales

ATTN: GIDGET

Divisions:
Leaf Spring Supply
Pacific Gear

1646 E. UNIVERSITY
PHOENIX AZ 85034
602-252-9390

INVOICE DATE: 07/14/2010 08:20AM
INVOICE NO.: **QUOTE** PAGE: 1
CUSTOMER NO.: 43031 BRANCH: 2

SOLD TO: MARICOPA COUNTY
EQUIPMENT MGMT DEPT
3325 W. DURANGO
PHOENIX AZ 85009

SHIP TO: MARICOPA COUNTY
EQUIPMENT MGMT DEPT
3325 W. DURANGO
PHOENIX AZ 85009

TERMS: NET 30 PLEASE PAY FROM THIS INVOICE. NO STATEMENT WILL BE SENT

CUSTOMER NO.	REFERENCE NO.	DIAL PHONE NO.	CM	SALSM
QUOTE	873372	(602) 506-4668	66	020/66 109

QUANTITY		PART NUMBER	DESCRIPTION		PRICE/EA	EXTENSION
			QUOTE VALID FOR 30 DAYS EXPIRES: 12/01/2011			
			PICKED UP BY CUSTOMER			
1	AU	29514624	AT545 2600 Y 16T 1358 29	EXC	1370.00EA	1370.00
1	AU	29514624-C1	CORE	CHG	1644.00EA	1644.00
1	AU	23014314	MT643 2800ML 370 5.10 5T	EXC	1738.53EA	1738.53
1	AU	23014314-C1	CORE	CHG	2055.00EA	2055.00
1	AU	23014321	MT653 2600ML 5.10 7T 370	EXC	1760.45EA	1760.45
1	AU	23014321-C1	CORE	CHG	2055.00EA	2055.00
1	AU	6885292	MT654 2100 5.10 11T 495	EXC	2466.00EA	2466.00
1	AU	6885292-C1	MT654 - 2100 ALLISON COR	CHG	2740.00EA	2740.00
1	AU	29505462	HT740 19-2050C 41/2 16T	EXC	3493.50EA	3493.50
1	AU	29505462-C1	CORE	CHG	5480.00EA	5480.00
1	AU	23043437	HT750DR 7"2100 6T T/C 49	EXC	4247.00EA	4247.00
1	AU	23043437-C1	CORE	CHG	8220.00EA	8220.00
1	AU	6510068344	MD3060P 4"WO OLS Y 413D	EXC	4110.00EA	4110.00
1	AU	6510068344-C1	CORE	CHG	6850.00EA	6850.00
1	AU	6510165018	MD3560P 4"W/O-OLS TID2 4	EXC	3973.00EA	3973.00
1	AU	6510165018-C1	CORE	CHG	6850.00EA	6850.00
1	AU	29528120	B500 TID-2 W/OLS	EXC	6644.50EA	6644.50
1	AU	29528120-C1	CORE	CHG	5480.00EA	5480.00
1	AU	6310016228	LT2000 N PTO TC221 NO PP	EXC	2466.00EA	2466.00
1	AU	6310016228-C1	CORE	CHG	2192.00EA	2192.00
1	AU	6310454892	LT2500T/C221 PTOY	EXC	2466.00EA	2466.00
1	AU	6310454892-C1	CORE	CHG	2192.00EA	2192.00
1	AU	6610148650	4500RDS_P 4"W/OLS TC521	EXC	6644.50EA	6644.50
1	AU	6610148650-C1	CORE	CHG	5480.00EA	5480.00
1	AU	6510174531	B400R TID2 TC 418 B	EXC	5000.50EA	5000.50
1	AU	6510174531-C1	CORE	CHG	6850.00EA	6850.00
1	AU	6610011311	HD4560P 4"WOOLS Y 541 TI	EXC	6644.50EA	6644.50
1	AU	6610011311-C1	CORE	CHG	10960.00EA	10960.00
			//////////////////////////			
			ATTN: GIDGET			
			ALL ALLISONS COME WITH A			
			2 YEAR UNLIMITED MILEAGE			
			WARRANTY. EACH MODEL			

Received By: _____

Date Rec'd: _____

REMIT TO:
PTO SALES CORPORATION
File # 749265
Los Angeles, CA 90074-9265

Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

FREIGHT	SUBTOTAL	TAX STATE/CODE	SALES TAX	PLEASE PAY
				CONTINUED

RETURNS MUST BE ACCOMPANIED BY THE ORIGINAL INVOICE.
15% CHARGE WILL BE ASSESSED ON ALL RETURNS.
NON-STOCKING ITEMS ARE NOT RETURNABLE

PTO Sales shall have the right to exercise an offset of the amount of PTO Sales receivables against payables related to goods or services purchased from the [illegible]

ORIGINAL

PTO SALES, 1646 E. UNIVERSITY DRIVE, PHOENIX, AZ 85034

pto sales

Divisions:
Leaf Spring Supply
Pacific Gear

1646 E. UNIVERSITY
PHOENIX AZ 85034
602-252-9390

INVOICE DATE: 07/14/2010 08:20AM
INVOICE NO.: **QUOTE** PAGE: 2
CUSTOMER NO.: 43031 BRANCH: * 2*

SOLD TO:
MARICOPA COUNTY
EQUIPMENT MGMT DEPT
3325 W. DURANGO
PHOENIX AZ 85009

SHIP TO:
MARICOPA COUNTY
EQUIPMENT MGMT DEPT
3325 W. DURANGO
PHOENIX AZ 85009

TERMS: NET 30 PLEASE PAY FROM THIS INVOICE. NO STATEMENT WILL BE SENT

CUSTOMER NO.	REFERENCE NO.	CUST PHONE NO.	DR	TERM
QUOTE	873372	(602) 506-4668	66	020/66 109

QUANTITY	PART NUMBER	DESCRIPTION	PRICE PER	EXTENSION
		REGARDLESS OF PART NUMBER IS THE SAME PRICE. EXAMPLE ALL MODELS OF AT545 ARE THE SAME PRICE ETC.. WE HAVE A LARGE INVENTORY BETWEEN PHX AND LA, CA. PRICING TO INSTALL THE TRANSMISSIONS WILL VARY DEPENDING ON THE VEHICLE. THE RANGE WILL BE BETWEEN 10-30 HOURS AT $72.50 HOUR. PLEASE FEEL FREE TO CALL ME WITH ANY QUESTIONS. MICHAEL DEWEY 602-252-9390 //////////////////////////////		

"QUOTE VALID FOR 30 DAYS" EXPIRES: 12/01/2011

Received By:_____

Date Rec'd:_____

REMIT TO:
PTO SALES CORPORATION
File # 749265
Los Angeles, CA 90074-9265

Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

FREIGHT	SUBTOTAL	TAX STATE/CODE	SALES TAX	PLEASE PAY
	122072.48	AZ TAXAB AZ	11352.74	133425.22

RETURNS MUST BE ACCOMPANIED BY THE ORIGINAL INVOICE.
15% CHARGE WILL BE ASSESSED ON ALL RETURNS.
NON-STOCKING ITEMS ARE NOT RETURNABLE

PTO Sales shall have the right to exercise an offset of the amount of PTO Sales receivables against payables related to goods or services purchased from the same business entity.

07/13/2010 20:35 6023075964 PTO SALES PAGE 02/02

SERIAL 10018-C

PTO SALES, 1646 E. UNIVERSITY DRIVE, PHOENIX, AZ 85034

Terms:	NET 30
Vendor Number:	W000016995 X
Telephone Number:	602-252-9390
Fax Number:	602-307-5964
Contact Person:	Michael Dewey
E-mail Address:	dewey@ptosales.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

R.D.O. EQUIPMENT COMPANY, 2649 N. 29TH AVENUE, PHOENIX, AZ 85009

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[ ]	[X]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.4 JOHN DEERE - GREEN	4/1/2010	www.jdparts.com	
1.1.1.5 JOHN DEERE - YELLOW	4/1/2010	www.jdparts.com	
1.1.1.8 BROCE BROOM	4/6/2010	Price (on CD)	
1.1.1.40 WACKER	1/1/2010	MSLP (on CD)	

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$100.00	/hr
1.2.2 County Facility	$124.00	/hr
1.2.3 Labor Rate for after hours/overtime (if different)	$124.00	/hr
1.2.4 Labor Rate for Field Service	$124.00	/hr
1.2.5 Labor Rate for Field Service overtime	$124.00	/hr

1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	$	per mile	$125.00	flat fuel charge

1.4 Business Hours	7:00 am - 5:00 pm
1.5 Return Policy (reference section 2.1.13)	Restock charge on non stock items-must be new and in original package

R.D.O. EQUIPMENT COMPANY, 2649 N. 29TH AVENUE, PHOENIX, AZ 85009

1.5.1 Time limitations	45 Days
1.5.2 Restocking charge (if any)	15%

Terms:	NET 30
Vendor Number:	W000000706 X
Telephone Number:	602-415-4700
Fax Number:	602-233-0383
Contact Person:	Dan Dickerson
E-mail Address:	jcheney@rdoequipment.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

RUSH TRUCK CENTERS OF ARIZONA, 2600 W. MCDOWELL ROAD, PHOENIX, AZ 85009

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.30 ROLL-RITE TARP	4/3/2010	List	20% off

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$85.00	/hr
1.2.2 County Facility	$85.00	/hr
1.2.3 Labor Rate for after hours/overtime (if different)	$85.00	/hr
1.2.4 Labor Rate for Field Service	$85.00	/hr
1.2.5 Labor Rate for Field Service overtime	$85.00	/hr

1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	per mile	$12.00	flat fuel charge

1.4 Business Hours	M-F 7am to 8pm (service)
1.5 Return Policy (reference section 2.1.13)	6 and 12 month no-move
1.5.1 Time limitations	0
1.5.2 Restocking charge (if any)	0
1.6 Additional Services Offered:	Online ordering (IPS)
1.7 Warranty (define)	Per Manufacturer

SERIAL 10018-C

RUSH TRUCK CENTERS OF ARIZONA, 2600 W. MCDOWELL ROAD, PHOENIX, AZ 85009

Terms:	NET 10
Vendor Number:	W000005541 X
Telephone Number:	602-477-7600
Fax Number:	602-352-5729
Contact Person:	David De Weerd
E-mail Address:	deweerdd@rush-enterprises.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

SANDERSON FORD-FLEET, 6400 N. 51ST AVENUE, GLENDALE, AZ 85301

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.2 CATERPILLAR - **2ND CALL**	current monthly	fleet	10%
1.1.1.17 FORD NEW HOLLAND	current monthly	fleet	10%
1.1.1.28 CUMMINS DIESEL ENGINES - **2ND CALL**	current monthly	fleet	10%
1.1.1.44 RV - NEWMAR	current annual	fleet	10%
1.1.1.45 RV - CHAMPION	current annual	fleet	10%
1.1.1.46 RV - THOMAS	current annual	fleet	10%
1.1.1.50 CHASSIS/SUSPENSIONS	current annual	fleet	10%

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$63.50	/hr
1.2.2 County Facility	$75.00	/hr
1.2.3 Labor Rate for after hours/overtime (if different)	$75.00	/hr
1.2.4 Labor Rate for Field Service	$75.00	/hr

SANDERSON FORD-FLEET, 6400 N. 51ST AVENUE, GLENDALE, AZ 85301

1.2.5 Labor Rate for Field Service overtime	$75.00	/hr		
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	n/c	per mile	$	flat fuel charge
1.4 Business Hours	6:00am-6:00pm Mon-Fri, sat 7:00-noon			
1.6 Additional Services Offered:	Ford Blue Diamond (navistar) joint venture, all makes all brands. Full oem warranty on all brands of class 7&8 trucks			
1.7 Warranty (define)	oem warranty, or 12months 12,000. whichever is greater			

Terms:	NET 30
Vendor Number:	W000003564 X
Telephone Number:	623-842-8600
Fax Number:	623-930-5966
Contact Person:	Dave Harris
E-mail Address:	dharris@sandersonford.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

SIMPSON TOOL BOX COMPANY, 2440 W. MCDOWELL ROAD, PHOENIX, AZ 85009-2909

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.53 WEATHERGUARD TOOL BOXES	9/15/2008	Trade	19.50%
ADDITIONAL MANUFACTURERS NOT LISTED			
1.1.1.102 - Weather Guard Van Equipment	9/18/2008	Trade	19.50%
1.1.1.103 - Tradesman Truck Boxes/Tanks	1/1/2009	Retail	20%
1.1.1.104 - Go Industries Headache Racks, Etc	1/1/2010	Retail	20%

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$65.00	/hr	
1.2.2 County Facility	$65.00	/hr	
1.2.3 Labor Rate for after hours/overtime (if different)	N/A	/hr	
1.2.4 Labor Rate for Field Service	N/A	/hr	
1.2.5 Labor Rate for Field Service overtime	N/A	/hr	
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	N/A	per mile	flat fuel charge

1.4 Business Hours — Monday - Friday 8am to 5pm

1.5 Return Policy (reference section 2.1.13) — Stocking items are returnable, Non-stocking items are not returnable

SERIAL 10018-C

SIMPSON TOOL BOX COMPANY, 2440 W. MCDOWELL ROAD, PHOENIX, AZ 85009-2909

1.5.1 Time limitations	30 days from receipt of merchandise
1.5.2 Restocking charge (if any)	In cartons like new - No restock fee / Damaged cartons or out of cartons up to 25%
1.7 Warranty (define)	Manufacturer's warranty on product / 180 days on labor
1.8 Additional Participating Locations:	PTO Sales 1215 W. Houston Ave, Gilbert, AZ 85233

Terms:	NET 30
Vendor Number:	W000005277 X
Telephone Number:	602-269-5769
Fax Number:	602-352-0042
Contact Person:	Gary Wieder
E-mail Address:	gary@aztrucks.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

SUNSOURCE / AIR-DRAULICS, 5750 W. ERIE STREET, CHANDLER, AZ 85226

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.27 VICKER PUMPS	1/10/2010	List	32%
ADDITIONAL MANUFACTURERS NOT LISTED			
1.1.1.105 - Poclain	1/1/2010	List	15%
1.1.1.106 - Fairfield	Jan-09	List	20%
1.1.1.107 - Permco	4/1/2009	List	
1.1.1.108 - Linde	1/1/2010	List	10%

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$65.00	/hr
1.2.2 County Facility	$95.00	/hr
1.2.3 Labor Rate for after hours/overtime (if different)	$75.00	/hr
1.2.4 Labor Rate for Field Service	$95.00	/hr
1.2.5 Labor Rate for Field Service overtime	$105.00	/hr

1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	NA	per mile	$	flat fuel charge

SUNSOURCE / AIR-DRAULICS, 5750 W. ERIE STREET, CHANDLER, AZ 85226

1.4 Business Hours	7:30 Am to 4:00 PM
1.5 Return Policy (reference section 2.1.13)	On approval per item/ restock charge may apply from Factory
1.5.1 Time limitations	Little onsite inventory
1.5.2 Restocking charge (if any)	Varies by Vendor
1.6 Additional Services Offered:	Hydraulic repair center for cylinders, pumps, valves, motors misc hydraulic components, all tested. Refurbish hydraulic Systems.
1.7 Warranty (define)	1 Year on Pump and Motor repair, 90 Days on cylinder Repair
1.8 Additional Participating Locations:	SunSource / Wistech 4810 South 36Th Street Phoenix, AZ 85040 602-243-4361

Terms:	NET 30
Vendor Number:	W000001452 X
Telephone Number:	480-763-0388
Fax Number:	480-763-0389
Contact Person:	Douglas Bendel
E-mail Address:	dbendel@sunsrce.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

THERMO KING WEST INC., 2239 N. BLACK CANYON HWY, PHOENIX, AZ 85009

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[ ]	[X]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.22 THERMO-KING	January 5, 2010	FLEET	

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$90.00	/hr		
1.2.2 County Facility	$90.00	/hr		
1.2.3 Labor Rate for after hours/overtime (if different)	Callout: $325.00 first 2 hours, $135.00 each additional hour			
1.2.4 Labor Rate for Field Service	$90.00	/hr		
1.2.5 Labor Rate for Field Service overtime	Callout: $325.00 first 2 hours, $135.00 each additional hour			
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	$1.05	per mile	$	flat fuel charge
1.4 Business Hours	8 a.m. to 5 p.m., Monday - Friday			
1.5 Return Policy (reference section 2.1.13)	14 days, no return on electrical components			
1.5.1 Time limitations	Cores must be returned within 90 days			
1.5.2 Restocking charge (if any)	15%			
1.7 Warranty (define)	90 days on parts and workmanship unless otherwise stated			
1.8 Additional Participating Locations:	Thermo King West - Tucson Thermo King West - Kingman			

SERIAL 10018-C

THERMO KING WEST INC., 2239 N. BLACK CANYON HWY, PHOENIX, AZ 85009

Terms:	NET 15
Vendor Number:	W000007209 X
Telephone Number:	602-403-8043
Fax Number:	602-278-8501
Contact Person:	James Cole
E-mail Address:	james_cole@tkwest.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

UTILITY TRAILER SALES CO.-AZ, 1402 N. 22ND AVENUE, PHOENIX, AZ 85009

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.26 MAXON LIFTS	1/1/2009	List	27.50%
1.1.1.31 PULL TARP	2/1/2008	Fleet	14%

Terms:	NET 30
Vendor Number:	W000007237 X
Telephone Number:	602-254-7213
Fax Number:	602-271-4128
Contact Person:	Rick Dolan
E-mail Address:	rdolan@utilityaz.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

VALLEY TRUCK & TRAILER SERVICE, 5228 N. TOM MURRAY AVENUE, GLENDALE, AZ 85301

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.50 CHASSIS/SUSPENSIONS	Dayton 4/5/10 & 2/12/10	Suggested List	50%

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$60.00	/hr
1.2.2 County Facility	$60.00	/hr
1.2.3 Labor Rate for after hours/overtime (if different)	$85.00	/hr
1.2.4 Labor Rate for Field Service	$75.00	/hr
1.2.5 Labor Rate for Field Service overtime	$95.00	/hr

1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	$	per mile	$35.00	flat fuel charge

1.4 Business Hours	7:00 am to 5:00 pm Monday thru Friday
1.5 Return Policy (reference section 2.1.13)	
1.5.1 Time limitations	6 Months
1.5.2 Restocking charge (if any)	0%
1.6 Additional Services Offered:	VIS Check - Vehicle undercarriage inspection system. Max. GVW shop equipped to handle 50,000 lbs.
1.7 Warranty (define)	6 months
1.8 Additional Participating Locations:	None

SERIAL 10018-C

VALLEY TRUCK & TRAILER SERVICE, 5228 N. TOM MURRAY AVENUE, GLENDALE, AZ 85301

Terms:	NET 30
Vendor Number:	W000015723 X
Telephone Number:	623-937-9454
Fax Number:	623-937-9755
Contact Person:	Peter Hokanson
E-mail Address:	phokanson@valleytruck.net
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

VANGUARD TRUCK CENTER OF PHX, 2402 S. 19TH AVE, PHOENIX, AZ 85009

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[ ]	[X]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.38 VOLVO	2010	List	-20%
1.1.1.39 MACK	2010	List	-20%

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$110	/hr
1.2.2 County Facility	$115.00	/hr
1.2.3 Labor Rate for after hours/overtime (if different)	N/A	/hr
1.2.4 Labor Rate for Field Service	N/A	/hr
1.2.5 Labor Rate for Field Service overtime	N/A	/hr

1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	$1.00	per mile	$25.00	flat fuel charge

1.4 Business Hours	Mon-Fri 6:30am-12Mid Sat 7Am- 3:30PM
1.5 Return Policy (reference section 2.1.13)	30 days
1.5.1 Time limitations	30 days
1.5.2 Restocking charge (if any)	25%
1.6 Additional Services Offered:	Full line Body shop, alignment rack
1.7 Warranty (define)	1 year on parts installed in our shop 90 days on labor

SERIAL 10018-C

VANGUARD TRUCK CENTER OF PHX, 2402 S. 19TH AVE, PHOENIX, AZ 85009

Terms:	NET 30
Vendor Number:	W000014065 X
Telephone Number:	602-258-4500
Fax Number:	602-258-5905
Contact Person:	Sharon Rivera
E-mail Address:	srivera@vanguardtrucks.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

SERIAL 10018-C

ARIZONA MACHINERY 5511 N. 51ST AVE., STE.110 PHOENIX, AZ 85301

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

1.1 HEAVY TRUCKS, CONTSTRUCTION/AGRICULTURAL/INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET/EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1 Manufacturer			
1.1.1.4 JOHN DEERE - GREEN	5/12/2010	AMCO	0
1.1.1.36 WARN WINCHES	912427	List	20%

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:		
1.2.1 Contractor's Facility	$ 105.95	/hr
1.2.2 County Faclility	$ 129.95	/hr
1.2.3 Labor Rate for after hours/overtime (if different)	$ 158.92	/hr
1.2.4 Labor Rate for Field Service	$ 129.95	/hr
1.2.5 Labor Rate for Field Service overtime	$ 194.92	/hr
1.4 Business Hours	7-5 M-F, Saturday 7-9, Sunday Closed	
1.5 Return Policy (reference section 2.1.13)		
1.5.2 Restocking charge (if any)	25% on non-stock items	
1.7 Warranty (define)	90 Day	

PRICING SHEET: NIGP CODE 0600001

Terms:	NET 30
Vendor Number:	W000000852 X
Telephone Number:	(623) 936-7131
Fax Number:	(623) 936-2089
Contact Person:	David Tuttle
E-mail Address:	dtuttle@azmach.net
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

ADDED 01/27/2011

SERIAL 10018-C

ARIZONA TRUCK PROS 5511 N. 51ST AVE., STE.110 PHOENIX, AZ 85301

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

1.1 HEAVY TRUCKS, CONTSTRUCTION/AGRICULTURAL/INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET/EQUIPMENT						
		CURRENT PRICE LIST AT DATE OF ISSUE		**PRICE COLUMN TO BE USED**		**DISCOUNT (% OFF)**
1.1.1 Manufacturer						
1.1.1.36 WARN WINCHES		912427		List		(20%)
ADDITIONAL MANUFACTURERS NOT LISTED						
1.1.1.57 Tomar		15-May-09		List		Dealer
1.1.1.58 Tradesman		31-Dec-08		List		25%
1.1.1.59 Go Industries		1-Jun-08		Jobber		5%
1.1.1.60 Top Decl		8-May-08		List		15%
1.1.1.61 Xtreme Liners		4/1/2007		List		38%
1.1.1.62 Sure Fit		8-May-08		Jobber		10%
1.1.1.63 Fabrication				$50.00/hr		
NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE						
1.2 Labor Rate:						
1.2.1 Contractor's Facility		$50.00	/hr			
1.2.2 County Faclility		$50.00	/hr			
1.2.3 Labor Rate for after hours/overtime (if different)		$75.00	/hr			
1.2.4 Labor Rate for Field Service		$50.00	/hr			
1.2.5 Labor Rate for Field Service overtime		$75.00	/hr			
1.4 Business Hours		8-5 M-F				
1.5 Return Policy (reference section 2.1.13)		Yes, as long as parts are resaleble condition				
1.5.1 Time limitations		60 Days				
1.5.2 Restocking charge (if any)		None				
1.6 Additional Services Offered:		Installation of Auto & Truck Equipment & Emergency Lighting and Fabrication				
1.7 Warranty (define)		Manufactures Warranty				

SERIAL 10018-C

ARIZONA TRUCK PROS 5511 N. 51ST AVE., STE.110 PHOENIX, AZ 85301

PRICING SHEET: NIGP CODE 0600001

Terms:	2% 10 DAYS NET 30 DAYS
Vendor Number:	W000009324 X
Telephone Number:	(623) 435-0245
Fax Number:	(623) 435-0246
Contact Person:	Joel Delisle
E-mail Address:	aztruckpros@aol.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

ADDED 01/27/2011

SERIAL 10018-C

BEARCAT MFG., INC. 3650 SABIN BROWN RD. WICKENBURG, AZ 85390

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

1.1 HEAVY TRUCKS, CONTSTRUCTION/AGRICULTURAL/INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET/EQUIPMENT					
	CURRENT PRICE LIST AT DATE OF ISSUE		**PRICE COLUMN TO BE USED**		**DISCOUNT (% OFF)**
1.1.1 Manufacturer					
1.1.1.1 BEARCAT	10/1/2010		List		0.00%
NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE					
1.2 Labor Rate:					
1.2.1 Contractor's Facility	$ 95.00	/hr			
1.2.2 County Faclility	$ 95.00	/hr			
1.2.3 Labor Rate for after hours/overtime (if different)	$ 95.00	/hr			
1.2.4 Labor Rate for Field Service	$ 95.00	/hr			
1.2.5 Labor Rate for Field Service overtime	$ 95.00	/hr			
1.4 Business Hours	6an-4pm				
1.5 Return Policy (reference section 2.1.13)	Damaged goods not accepted				
1.5.1 Time limitations	60 Days				
1.5.2 Restocking charge (if any)					15%
1.7 Warranty (define)	12 Month Limited				

PRICING SHEET: NIGP CODE 0600001

Terms: NET 30

Vendor Number: W000002949 X

Telephone Number: (928) 684-7851

Fax Number: (928) 684-3240

Contact Person: Fred Anderson

E-mail Address: fanderson@bearcatmfg.com

Certificates of Insurance Required

Contract Period: To cover the period ending **July 31, 2013.**

ADDED 01/27/2011

SERIAL 10018-C

BINGHAM EQUIPMENT COMPANY 1655 S. COUNTRY CLUB DRIVE MESA, AZ 85210

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

1.1 HEAVY TRUCKS, CONTSTRUCTION/AGRICULTURAL/INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET/EQUIPMENT					
	CURRENT PRICE LIST AT DATE OF ISSUE		**PRICE COLUMN TO BE USED**		**DISCOUNT (% OFF)**
1.1.1 Manufacturer					
1.1.1.3 CASE	9/2/2010				0
1.1.1.6 KUBOTA/BOBCAT	8/1/2010				0
1.1.1.18 MASSEY FERGUSON	9/2/2010				0
1.1.1.56 BINGHAMNEW HOLLAND	10/1/2010				0
ADDITIONAL MANUFACTURERS NOT LISTED					
1.1.1.57 Landpride	4/1/2010				0
1.1.1.58 Woods	3/1/2010				0
1.1.1.59 Stihl	3/1/2010				0
NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE					
1.2 Labor Rate:					
1.2.1 Contractor's Facility	$ 95.00	/hr			
1.2.2 County Faclility	$ 115.00	/hr			
1.2.3 Labor Rate for after hours/overtime (if different)	$ 142.00	/hr			
1.2.4 Labor Rate for Field Service	$ 115.00	/hr			
1.2.5 Labor Rate for Field Service overtime	$ 142.00	/hr			
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	1st 20 mile free		per mile		flat fuel charge
1.4 Business Hours	7am-5pm M-F, 7am-12pm Saturday				
1.5 Return Policy (reference section 2.1.13)	New and Returnable				
1.5.1 Time limitations					
1.5.2 Restocking charge (if any)	20%				
1.7 Warranty (define)	Manufacture				

BINGHAM EQUIPMENT COMPANY 1655 S. COUNTRY CLUB DRIVE MESA, AZ 85210

1.8 Additional Participating Locations:	Bingham Eg.
	710 N. 195th Ave, Buckeye 85326
	Bobcat of Phoenix
	21828 N. 7th Street Phoenix 85624

PRICING SHEET: NIGP CODE 0600001

Terms:	NET 30
Vendor Number:	W000000918 X
Telephone Number:	(480) 969-5516
Fax Number:	(480) 610-4004
Contact Person:	Michael Clark
E-mail Address:	michael.clark@binghamequipment.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

ADDED 01/27/2011

EMPIRE SOUTHWEST, LLC P.O. BOX 2985 PHOENIX, AZ 85062

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

HYDRAULIC

1.1 HEAVY TRUCKS, CONTSTRUCTION/AGRICULTURAL/INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET/EQUIPMENT						
	CURRENT PRICE LIST AT DATE OF ISSUE		**PRICE COLUMN TO BE USED**		**DISCOUNT (% OFF)**	
1.1.1 Manufacturer						
1.1.1.2 CATERPILLAROFF ROAD EQUIPMENT	Maricopa County Pricing Files - Caterpillar Hydraulics		Column H		0%	*10% Discount for hoses and fittings. See program details below.
	Program ID NAT-HYD-26 NAT-MLP-206		**Program Description** HOSE COUPLING		**Discount %** 10 10	
NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE						
1.2 Labor Rate:						
1.2.1 Contractor's Facility	$88.30	/hr				
1.2.2 County Faclility	$88.30	/hr				
1.2.3 Labor Rate for after hours/overtime (if different)	$118.30	/hr				
1.2.4 Labor Rate for Field Service	$88.30	/hr				
1.2.5 Labor Rate for Field Service overtime	$118.30	/hr				
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	HOURLY CHARGE ONLY	per mile			HOURLY CHARGE ONLY	flat fuel charge
1.4 Business Hours	M-F 6am - 6 pm Sat 7am - 12 pm					
1.5 Return Policy (reference section 2.1.13)	See attached policy					
1.5.1 Time limitations	See attached policy					
1.5.2 Restocking charge (if any)	See attached policy					
1.6 Additional Services Offered:	Service after hours - Hydraulic hose after hours					
	Parts delivery - Free pickup and delivery on all hydraulic repairs					
1.7 Warranty (define)	6 months for parts/ 1 year for service					
1.8 Additional Participating Locations:	See attached					
	* Various locations state wide					

SERIAL 10018-C

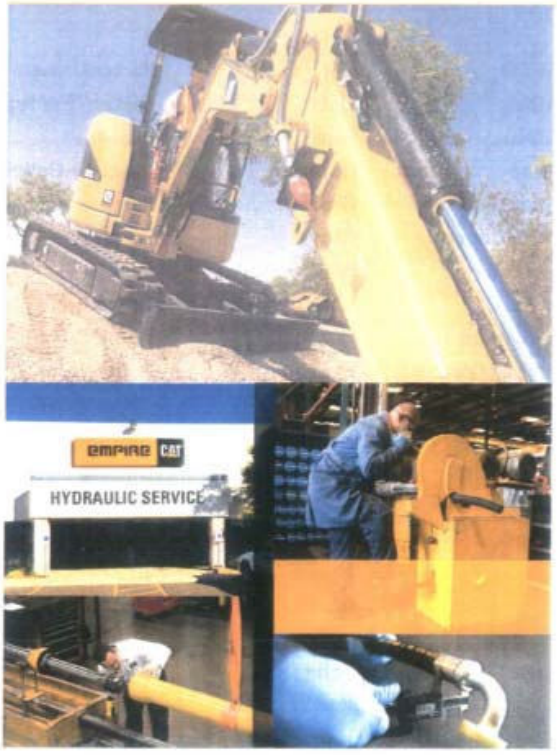
EMPIRE SOUTHWEST, LLC P.O. BOX 2985 PHOENIX, AZ 85062

empire CAT HYDRAULIC SERVICE

MESA – PEORIA – TUCSON

CYLINDER, PUMP AND MOTOR REBUILD | HYDRAULIC TESTING | EXTENSIVE PARTS INVENTORY | ALL MAKES/MODELS

ISO 9001:2000 REGISTERED



WHAT WE DO:

- Cylinder repair/rebuild for Caterpillar® and many other brands
- Stringent hydraulic testing
- Hoses and fittings for most makes, models, and applications
- Pump, motor, and valve repair

THE EMPIRE ADVANTAGE:

- ISO 9001:2000 Registered
- Hose-building in 30 minutes or less
- Over $1 million in parts stock
- Extensive inventory of exchange components and complete assemblies with as-new warranty
- Simple two-level exchange price schedule based on reusability
- One year warranty
- Rebuild components guaranteed to meet manufacturer's original performance specs
- Comprehensive customer service
- Free pick up and delivery in the Phoenix Metro area - Call for details

MESA: 1835 S. MacDonald Dr. | Mesa, AZ 85210
Phone: (480) 633-4700
Hours: 6am to 6pm Mon-Fri (Hose Shop open until 8pm)
After Hours Hydraulic Service: (602) 622-4757
After Hours Hose Service: (602) 622-4704

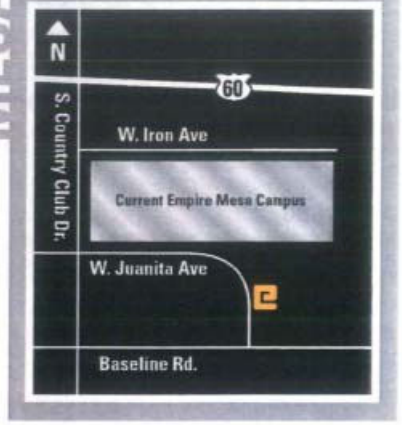
PEORIA: 9802 N. 91st Ave., #100 | Peoria, AZ 85345
Phone: (623) 707-1700
Hours: 6am to 5pm Mon-Fri
After Hours Hydraulic Service: (602) 622-4941
After Hours Hose Service: (602) 622-5693

TUCSON: 7600 S. Nogales Hwy. | Tucson, AZ 85756
Phone: (520) 746-8300
Hours: 7am to 3:30pm Mon-Fri (Hose Shop open until 5pm)
After Hours Hydraulic Service: (520) 631-5971
After Hours Hose Service: (520) 240-2512

1-800-EMPIRE-1 | www.empirecat.com

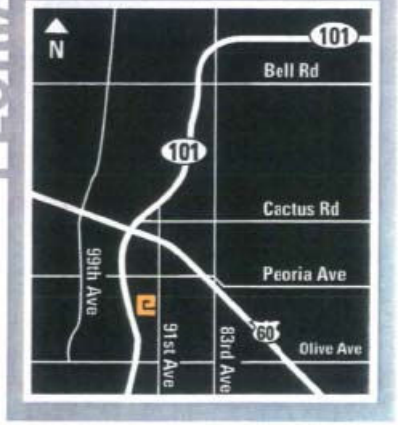
EMPIRE SOUTHWEST, LLC P.O. BOX 2985 PHOENIX, AZ 85062

MESA



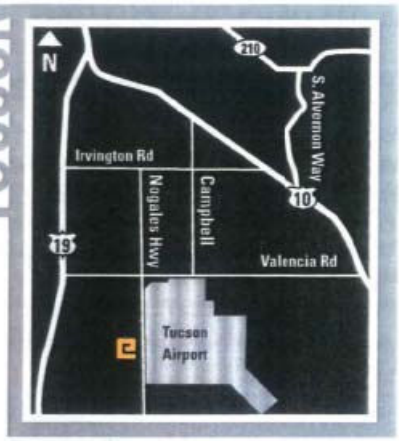
1835 S. MacDonald Drive, Mesa AZ 85210 (480) 633-4700

PEORIA



9802 N. 91st Ave., #100, Peoria AZ 85345 (623) 707-1700

TUCSON



7600 S. Nogales Hwy.,Tucson, AZ 85756 (520) 746-8300

EMPIRE HYDRAULICS PRODUCT LINE

Caterpillar is our main product line, but we do much, much more. We will service any of your hydraulic needs. These are just some of the fine products we work on:

Cylinders, Pumps, Motors, Hoses, Fittings, Repair Parts

AGCO
AGM
Allied
Altec
Atlas
Atlas Copco
Auburn
Baily
Balderson
Barber Greene
Bignozzi
Blaw-Knox
Bobcat
Bomag
Bosch
Braden/Paccar/
Gearmatic
Broce Mfg
Case
Caterpillar
Clark
Commercial/
Intertech
Continental
Cross
Cry Steel
Custom Hoist
Denison
Double D
Driltech
Dynapac
Dynapower
Dynex/Rivett
Enerpac
Entek
Fairfield
Fiat
Ford
Funk
Gomaco
Gradall
Grove
Heil
Hercules
Hitachi
Husco
Hyco
Hydratech
Hydreco
Hydro-Line
Hydura
Hyster
International
JCB
John Deere
Kawasaki
Kobelco
Komatsu
Kubota
La Bounty
Linde
Link Belt
Mega
Miller
Milwaukee
Mitsubishi
Muncie
NPK
Oilgear
P&H
Palmer Johnson
Parker
Parker/Gresen
Parker/TRW Ross
Peabody
Peabody-Galion
Permco
Poclain
Racine
Rexroth
Rome Plow
Sandvik
Sauer Sunstrand/
Danfoss
Sheffer
Sierra
Simplex
SPX/OTC/Power
Team
Stanley
Terex-O&K
Terreal
Torc-up
Trail King
Tyrone
Vickers/Eaton/
Charlynn
Voac
Volvo
Von Ruden
VT Leeboy
Webster
White
Woods/Gannon
Young

EMPIRE SOUTHWEST, LLC P.O. BOX 2985 PHOENIX, AZ 85062

MACHINERY

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST A0T DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1 Manufacturer			
1.1.1.2.1 CATERPILLAR OFF ROAD EQUIPMENT	Maricopa County Pricing Files - Caterpillar	Column H	0%****

****Some discounts are available. Please see attachment

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:				
1.2.1 Contractor's Facility	$96.35	/hr		
1.2.2 County Faclility	$128.85	/hr		
1.2.3 Labor Rate for after hours/overtime (if different)	$126.35	/hr		
1.2.4 Labor Rate for Field Service	$128.85	/hr		
1.2.5 Labor Rate for Field Service overtime	$163.00	/hr		
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	HOURLY CHARGE ONLY	per mile	HOURLY CHARGE ONLY	flat fuel charge
1.4 Business Hours	M-F 6am - 6 pm	Sat 7am - 12 pm		
1.5 Return Policy (reference section 2.1.13)	See attached policy			
1.5.1 Time limitations	See attached policy			
1.5.2 Restocking charge (if any)	See attached policy			
1.6 Additional Services Offered:	Service after hours			
	Parts delivery			
1.7 Warranty (define)	Standard - 6 months			
1.8 Additional Participating Locations:	See attached			
	* Various locations state wide			

EMPIRE SOUTHWEST, LLC P.O. BOX 2985 PHOENIX, AZ 85062

TRUCK & TRAILER

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: NO

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT					
		CURRENT PRICE LIST AT DATE OF ISSUE	**PRICE COLUMN TO BE USED**		**DISCOUNT (% OFF)**
1.1.1 Manufacturer					
1.1.1.2 CATERPILLAR		***PLEASE SEE ATTACHED LISTS***			
1.1.1.35 SKIP-LINE					
1.1.1.50 CHASSIS/SUSPENSIONS		9/1/2009	See attached list		10%

ADDITIONAL MANUFACTURERS NOT LISTED				
1.1.1.57 Grote Lights		1/25/2010	see attached	5%
NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE				

1.2 Labor Rate:		***PLEASE SEE ATTACHED LABOR RATES***				
1.2.1 Contractor's Facility		$ 110.00	/hr			
1.2.2 County Faclility		$ 110.00	/hr			
1.2.3 Labor Rate for after hours/overtime (if different)		$ 137.50	/hr			
1.2.4 Labor Rate for Field Service		$ 110.00	/hr			
1.2.5 Labor Rate for Field Service overtime		$ 137.50	/hr			
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)			per mile	$25.00	flat fuel charge	
1.4 Business Hours		Monday - Friday 6am to 5pm				
1.5 Return Policy (reference section 2.1.13)		See attached policy				
1.5.1 Time limitations		See attached policy				
1.5.2 Restocking charge (if any)		See attached policy				
1.6 Additional Services Offered:		Service after hours				
1.7 Warranty (define)		6 months standard				
1.8 Additional Participating Locations:		840 N. 43rd Ave, Phoenix, AZ 85009				

EMPIRE SOUTHWEST, LLC P.O. BOX 2985 PHOENIX, AZ 85062

PRICING SHEET: NIGP CODE 0600001

Terms:	NET 30
Vendor Number:	W000002929 X
Telephone Number:	(602) 622-5655
Fax Number:	(602) 333-5666
Contact Person:	Bill Dixon
E-mail Address:	bill.dixon@empire-cat.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

ADDED 01/27/2011

SERIAL 10018-C

FALCON POWER INC. 1411 N. 27TH AVE PHOENIX, AZ 85009

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

1.1 HEAVY TRUCKS, CONTSTRUCTION/AGRICULTURAL/INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET/EQUIPMENT					
	CURRENT PRICE LIST AT DATE OF ISSUE		**PRICE COLUMN TO BE USED**		**DISCOUNT (% OFF)**
1.1.1 Manufacturer					
1.1.1.3 CASE	8/25/2010		List		0
1.1.1.13 DYNA PAC ROLLERS	**1/10/11**		**List**		**0**
NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE					
1.2 Labor Rate:					
1.2.1 Contractor's Facility	$90.00	/hr			
1.2.2 County Faclility	$110.00	/hr			
1.2.3 Labor Rate for after hours/overtime (if different)	$110.00	/hr			
1.2.4 Labor Rate for Field Service	$110.00	/hr			
1.2.5 Labor Rate for Field Service overtime	$110.00	/hr			
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	$2.50	per mile		$	flat fuel charge
1.4 Business Hours	M-F 6am-5pm				
1.5 Return Policy (reference section 2.1.13)	None fo r stock items- 6 Months Special Order Items				
1.5.1 Time limitations	6 Months				
1.5.2 Restocking charge (if any)	15% Restock Fee				
1.6 Additional Services Offered:	Facility equipped to service 50 Ton Equipment				
	Falcon Power does not offer parts delivery service				
1.7 Warranty (define)	Standard 6 Month Parts Warranty				

FALCON POWER INC. 1411 N. 27TH AVE PHOENIX, AZ 85009

PRICING SHEET: NIGP CODE 0600001

Terms:	NET 30
Vendor Number:	W000000959 X
Telephone Number:	(602) 269-3221
Fax Number:	(602) 269-3696
Contact Person:	Dan French
E-mail Address:	df@falconpower.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

ADDED 01/27/2011

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
FALCON POWER INC.

[Work Orders]

See following pages (to be attached subsequent to execution).

CITY COUNCIL REPORT

SUBJECT:
Cooperative Purchasing Agreement - Freightliner, Sterling, Western Star of Arizona, Phoenix, Inc.

MEETING DATE:
August 8, 2011

TO: Mayor and Council

FROM: Wayne Janis, P.E., Public Works Director, 623-333-4747

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a Cooperative Purchasing Agreement with Freightliner Sterling WS of AZ to purchase Heavy Duty Truck, Construction & Agricultural/Industrial Fleet & Equipment Parts, Service & Accessories for a maximum aggregate amount not to exceed $300,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

After a competitive procurement process, Maricopa County entered into a contract with Freightliner Sterling WS of AZ to supply heavy duty truck, contruction & agricultural/industrial fleet & equipment parts, services & accessories. The initial term of the contract is in effect until July 2013 and provides for (3) one-year automatic renewal options. The Maricopa County contract contains cooperative use language which extends the use of the contracts to municipalities.

DISCUSSION:

In order to properly maintain City vehicles and equipment, fleet services must purchase parts, supplies and services from qualified vendors. Freightliner Sterling WS of AZ is a current registered vendor with the City and has satisfactorily supplied the City with parts and service in the past.

BUDGETARY IMPACT:

Staff estimates $60,000 in expenditures for necessary parts and services per fiscal year, for a cumulative total over the contract period not to exceed $300,000, subject to budget approval.

Funding is available in the approved City budget.

RECOMMENDATION:

Staff recommends that the City Council approve a Cooperative Purchasing Agreement with Freightliner Sterling WS of AZ to purchase Heavy Duty Truck, Construction & Agricultural/Industrial Fleet & Equipment Parts, Service & Accessories in an amount not to exceed $300,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Cooperative Purchasing Agreement

COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
FREIGHTLINER, STERLING, WESTERN STAR OF ARIZONA, PHOENIX, INC.

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of August 8, 2011, between the City of Avondale, an Arizona municipal corporation (the "City") and Freightliner, Sterling, Western Star of Arizona, Phoenix, Inc., an Arizona corporation (the "Contractor").

RECITALS

A. After a competitive procurement process, Maricopa County, a political subdivision of the State of Arizona (the "County"), entered into Contract No. Serial 10018-C awarded January 27, 2011 (the "County Contract"), for the Contractor to provide heavy duty truck, construction & agricultural/industrial fleet & equipment parts, service & accessories. A copy of the County Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. The City is permitted pursuant to Section 25-24 of the City Code to purchase such parts and services under the County Contract, at its discretion and with the agreement of the awarded Contractor, and the County Contract permits its cooperative use by other public entities including the City.

C. The City and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging a cooperative contractual relationship under the County Contract, (ii) establishing the terms and conditions by which the Contractor may provide the City with heavy duty truck, construction & agricultural/industrial fleet & equipment parts, service & accessories, as more particularly set forth in Section 2 below (the "Parts and Services") on an "as-required" basis and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Parts and Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until July 31, 2013 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement or the County Contract. After the expiration of the Initial Term, this Agreement may be renewed for up to three successive one-year terms (each a "Renewal Term") if (a) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (b) the term of the County Contract has been extended pursuant to its renewal

options, (c) at least 30 days prior to the end of the then-current term of the Agreement, the Contractor requests, in writing, to extend the Agreement for an additional one-year term and (d) the City approves the additional one-year term in writing (including any price adjustments approved as part of the County Contract), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Contractor's failure to seek a renewal of this Agreement will cause the Agreement to terminate at the end of the then-current term of this Agreement. The Initial Term and any Renewal Terms are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for Parts and Services under the terms and conditions of the County Contract. The City does not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases will only be made when the City identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the City to be appropriate for this Agreement, the Contractor shall provide the Parts and Services to the City in such quantities and configurations as may be agreed upon between the parties in writing, in the form of a written invoice, quote, work order or other form of written agreement between the parties describing the work to be completed (each, a "Work Order"). Each Work Order approved and accepted by the parties pursuant to this Agreement shall (a) contain a reference to this Agreement and the County Contract and (b) be attached hereto as Exhibit B and incorporated herein by reference. Work Orders submitted without referencing this Agreement and the County Contract will be subject to rejection. By signing this Agreement, Contractor acknowledges and agrees that Work Order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement or the County Contract, other than City's project-specific quantities, configurations or delivery locations and/or dates, are hereby expressly declared void and shall be of no force and effect.

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

3. Compensation. The City shall pay Contractor for the Initial Term and for each subsequent Renewal Term, if any, an annual aggregate amount not to exceed $60,000.00 for Parts and Services at the unit rates as set forth in the County Contract. The maximum aggregate amount for this Agreement shall not exceed $300,000.00.

4. Payments. The City shall pay the Contractor monthly, based upon acceptance and delivery of Parts and/or Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (a) contain a reference to this Agreement and the County Contract and (b) document and itemize all work completed to date. The invoice statement shall include a record of materials delivered, time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the County Contract will be subject to rejection and may be returned.

5. Records and Audit Rights. The Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement to ensure that the Contractor and its subcontractors are complying with the warranty under Section 6 below (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (a) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (b) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 6 below. To the extent necessary for the City to audit Records as set forth in this Section, Contractor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to this Agreement. Contractor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this Section. The City shall give Contractor or its subcontractors reasonable advance notice of intended audits. Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

6. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

7. Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Contractor certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. § 35-391 or 35-393, as applicable. If the City determines that the Contractor submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement.

8. Conflict of Interest. This Agreement may be cancelled by the City pursuant to ARIZ. REV. STAT. § 38-511.

9. Applicable Law; Venue. In the performance of this Agreement, Contractor shall abide by and conform to any and all laws of the United States, the State of Arizona and the City of Avondale, 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. This Agreement shall be governed

by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

10. Agreement Subject to Appropriation. This Agreement is subject to the provisions of ARIZ. CONST. ART. IX, § 5 and ARIZ. REV. STAT. § 42-17106. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the Contractor fully informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the Contractor shall be relieved of any subsequent obligation under this Agreement.

11. Inspection; Acceptance. All Parts and Services are subject to final inspection and acceptance by the City. Parts failing to conform to the requirements of this Agreement and/or the County 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. Upon discovery of a non-conforming Parts or Services, the City may elect to do any or all of the following by written notice to the Contractor: (a) waive the non-conformance; (b) stop the work immediately; or (c) bring Parts or Service into compliance and withhold the cost of same from any payments due to the Contractor.

12. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any City-approved Work Orders, invoices and the County Contract, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the County Contract (collectively, the "Unauthorized Conditions"), other than the City's project-specific quantities, configurations or delivery locations and/or dates, are expressly declared void and shall be of no force and effect. Acceptance by the City of any Work Order or invoice containing any such Unauthorized Conditions or failure to demand strict performance of any term or condition set forth in this Agreement or under the County Contract or to exercise or delay the exercise of any right or remedy provided in this Agreement, the County Contract, or by law, or the City's acceptance of and payment for Parts or Services shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations imposed by this Agreement, the County Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

13. Indemnification; Insurance. The City shall be afforded all of the rights, privileges, insurance coverage and indemnifications afforded to the County under the County Contract, and such rights, privileges, insurance coverage and indemnifications shall accrue and apply with equal effect to the City of Avondale under this Agreement including, but not limited to, the Contractor's obligation to provide the indemnification and insurance.

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

"**City**"

CITY OF AVONDALE, an Arizona municipal corporation

_____
Charles P. McClendon, City Manager

ATTEST:

_____
Carmen Martinez, City Clerk

"**Contractor**"

FREIGHTLINER, STERLING, WESTERN STAR OF ARIZONA, PHOENIX, INC., an Arizona corporation

By:_____

Name:_____

Title:_____

(ACKNOWLEDGMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2011, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2011, by _____ as _____ of FREIGHTLINER, STERLING, WESTERN STAR OF ARIZONA, PHOENIX, INC., an Arizona corporation, on behalf of the corporation.

_____
Notary Public in and for the State of Arizona

My Commission Expires:

_____

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
FREIGHTLINER, STERLING, WESTERN STAR OF ARIZONA, PHOENIX, INC.

[County Contract]

See following pages.

SERIAL 10018 C **HEAVY DUTY TRUCK, CONSTRUCTION & AGRICULTURAL/INDUSTRIAL FLEET & EQUIPMENT PARTS, SERVICE & ACCESSORIES**

DATE OF LAST REVISION: February 02, 2011 **CONTRACT END DATE: July 31, 2013**

CONTRACT PERIOD THROUGH JULY 31, 2013

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **HEAVY DUTY TRUCK, CONSTRUCTION & AGRICULTURAL/INDUSTRIAL FLEET & EQUIPMENT PARTS, SERVICE & ACCESSORIES**

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 **January 27, 2011.**

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
Materials Management

PA/mm
Attach

Copy to: Materials Management
Gidget Vigil, Equipment Services

(Please remove Serial 04016-C from your contract notebooks)

HEAVY DUTY TRUCK, CONSTRUCTION & AGRICULTURAL/INDUSTRIAL FLEET & EQUIPMENT PARTS, SERVICE & ACCESSORIES

1.0 INTENT:

This Invitation for Bid is intended to establish a contract for parts, service and accessories for Heavy Duty Trucks 1 ½ ton and higher, Construction / Agricultural / Industrial equipment. It is not intended for one (1) contractor to provide all requirements. The contract will be awarded in part, sections or groups where such action serves the County's best interest. All charges to the County shall be in accordance with the terms of the resultant pricing agreement. Purchases are authorized by purchase order or purchase credit card only.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.19 and 2.20, 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 SPECIFICATIONS:

2.1 **TECHNICAL REQUIREMENTS**:

2.1.1 AUTHORIZED SERVICE FACILITIES:

2.1.1.1 The contractors shall be certified as a respective manufacturer's authorized service facility for the type of vehicle size and equipment offered on attachment A of the pricing section.

2.1.1.2 The service facility shall be open Monday through Friday from 8:00 a.m. to 5:00 p.m.

2.1.1.3 The County's expectations are to establish parts and service for all manufactures in the County's rolling stock.

2.1.1.4 No volume of business is a guarantee.

NOTE: IT IS IMPORTANT FOR THE BIDDERS TO INDICATE THE GROSS VEHICLE WEIGHT (GVW) THEIR SERVICE FACILITY ARE EQUIPPED TO SERVICE. THERE IS A SPACE ON ATTACHMENT "A" FOR YOU TO PROVIDE THIS INFORMATION.

FOR EXAMPLE: FACILITY ONLY EQUIPPED TO SERVICE \ TRUCKS 2 TON

2.1.2 MANUFACTURERS:

EL DORADO BODIES	KUBOTA / BOBCAT	INGERSOLL-RAND-FLEET PARTS (NO TOOLS
BLUE BIRD BUSES	JOHN DEERE GREEN	JOHN DEERE YELLOW
THOMAS BUSES	BEARCAT	CATERPILLAR
ROSCO ROLLERS	PB LOADER	BROCE BROOM
CUMMINS DIESEL ENGINE	CASE	BEAR/ELGIN BROOM
PULL TARP	ROLL-RITE	DYNA PAC ROLLERS
BINGHAM FORD	MASSEY FERGUSON	THERMO-KING
MAXON LIFTS	FREIGHTLINER	STERLING
TRINITY ATTENUATOR	3M MESSAGE BOARDS	SOLAR TECH MESSAGE BOARDS
ATV POLARIS	VERMEER-WOOD CHIPPERS	SKIP-LINE
MACK	VOLVO	INTERNATIONAL
DUR-A-LIFTS	VERSA LIFTS	IMT CRANES
WARN WINCHES	RAMSEY WINCHES	WACKER

GMC	GRACO – PAINT SRIPPERS	WILDEN – PAINT STRIPERS
RICON WHEELCHAIR LIFTS	BRAUN WHEELCHAIR LIFTS	MASSEY'S FUEL TANKS
RV-NEWMAR	RV-CHAMPION	RV-THOMAS
CHASSIS/SUSPENSIONS	VICKER PUMPS	WELDING SUPPLIES
PTO & DRIVELINE	WEATHERGUARD TOOL BOXES	DELTA TOOL BOXES
CARRIER A/C CONDENSERS & EVAPORATORS	FORD NEW HOLLAND	

2.1.3 LABOR RATES:

The contractor shall provide information:

- Labor rates;
- at contractor's facility
- After hours / overtime
- Field service calls (if applicable)
- Field service calls afterhours/overtime
- Mileage 1st 20 free (if applicable) or
- Onetime flat rate fuel charge
- Business hours

2.1.3.1 The invoices shall be submitted within twenty-four (24) hours from date of service, by fax 602-506-1182 or email.

2.1.3.2 After hours/overtime service must be approved prior to providing the service.

2.1.3.3 Service truck(s) - fully equipped with parts, tools, equipment required to complete the repairs at no cost to the County.

2.1.3.4 Duplicate charges - the County shall not be responsible for any rates / charges defined in section 2.1.4for negligence on the contractors / service technician not prepared with all parts, tools, equipment, material and other related items required to complete the repair.

2.1.3.5 Equipment Services reserves the right to dispute charges on labor hours and repairs performed if deemed excessive / unreasonable. If any portion of the repair performed is determined to be excessive charges, the contractor shall credit the original invoice referencing the work order and the vehicle number.

2.1.4 DEFINITIONS:

2.1.4.1 Labor rate – the time it takes to complete the repair. The contractor shall utilize ½ hour increments when applicable.

2.1.4.2 Afterhours labor rate – services render after normal business hours.

2.1.4.3 Field service call rate (if applicable) - a onetime / one way charge in route / travel to the County site minimum one (1) hour. This rate shall be the same for all field service calls.

2.1.4.4 Mileage (if applicable) – to County job site, the 1st 20 miles are free or choose a onetime flat rate fuel charge.

2.1.5 EQUIPMENT SERVICE DEPARTMENT SERVICE CENTERS:

Equipment Services Department operates five (5) service centers. Our operating hours are Monday through Friday, excluding holidays; hours of operation are different per location.

2.1.5.1 Durango Main Service Center, 3325 W. Durango, Phoenix, 85009 (602-506-4678), 5:30 a.m. to 4:30 p.m.

2.1.5.2 Mesa Service Center, 155 E. Coury, Mesa, 85210 (602-506-4794), 6:00 a.m. to 4:30 p.m.

2.1.5.3 Dysart Service Center, 16821 N. Dysart Rd. Surprise, 85374 (623-583-1836), 5:30 a.m. to 3:30 p.m.

2.1.5.4 Downtown Service Center, 120 S. 4th Ave, Phoenix, 85003 (602-506-2909), 7:00 a.m. to 5:00 p.m.

2.1.5.5 Buckeye Service Center, 26449 W. HWY 85, Buckeye, 85326 (623-386-7461), 6:00 a.m. to 2:30 p.m.

2.1.6 WORK ORDER ASSIGNMENTS:

2.1.6.1 Equipment Service Department Shop Supervisors and Service Writers (SW) will coordinate and issue a work order with the vehicle number to the contractor has an authorization to perform service. *Do not perform any service without a work order.* The contractor shall contact the SW 602-506-4678 (voice message) or 602-506-2886 direct contact) on all delays, pick-ups, deliveries, questions or additional repair approval.

2.1.6.2 The designated employee(s) will give the contractor(s) a preliminary diagnosis of the vehicle(s) repair.

2.1.7 RESPONSE TIME:

2.1.7.1 The response time to pick-up a vehicle under warranty shall be within the same business day, or unless a prior agreement has been made between the County and contractor.

2.1.7.2 The County will be responsible for transporting vehicle(s) not covered under warranty using the current County's Towing Service contract.

2.1.7.3 The contractor will be given an expected turn-around time by the Shop Supervisor and/or Service writer. If the turn-around time cannot be met, the contractor shall inform the Shop Supervisor or Service Writer at that time.

2.1.7.4 If the contractor has more than three (3) County vehicles at their facility, the County reserves the right to send the County vehicle(s) to another service facility from the contract, when applicable.

2.1.7.5 These items listed are not intended to terminate the contractor from future work order assignments only to eliminate downtime on vehicles.

2.1.8 STATUS REPORTS:

2.1.8.1 The contractor shall submit a daily status report with the work number and vehicle number, date received, with details on the completion date, via fax (602-506-1182) or email to the designated employee(s).

2.1.8.2 The report shall be submitted every day by 4:00 p.m.

2.1.9 PARTS PRICING:

2.1.9.1 All replacement parts shall be of Original Equipment Manufacturer (OEM). Exceptions are made when OEM parts are no longer available, the County must provide prior approval to replace parts with aftermarket parts.

2.1.9.2 Submit price list(s) by hard copy, website access or CD-Rom. If a software license is required to view pricing, the contractor shall provide at no cost to the County.

2.1.10 DELIVERY OF PARTS:

Deliveries shall be made to all locations within 2 hours of placing orders. Exceptions are made when the site is more than 2 hours in distance (travel time) from contractor(s) facility.

2.1.10.1 It is not the responsible of the County to pay freight on normal stock items.

2.1.10.2 All priority deliveries (i.e., overnight, air freight, UPS direct, etc.) shall be authorized by a Shop Supervisor / Lead and that person's name shall be on the invoice in order to authorize special delivery payment.
2.1.10.3 Contractor(s) shall contact the designated service center on all delivery delays.
2.1.10.4 Contractor(s) shall provide the best times to place stock orders to receive same day or within Twenty-Four (24) hours.
2.1.10.5 Contractor(s) are to indicate if they have the capability to deliver to all locations on a daily bases and provide "hot shots runs" or "just in time parts".
2.1.10.6 When part(s) are delivered on a pallet, the contractor is required to pick up and dispose of the pallet(s). The pallets must be labeled or stamped with the contractor's name for identification purposes.

2.1.11 ACTIVE DISTRIBUTORS:

The Contractor shall be an active distributor of all manufacturers offered on Attachment A, Pricing at the time of bid submission. The manufacturers shall have your company on file as an authorized distributor for the products listed. Maricopa County reserves the right to contact the manufacturer's to verify authorization ensure compliance with terms and conditions of this solicitation.

2.1.12 WARRANTY:

2.1.12.1 The minimum warranty shall be 90 days or manufacturer warranty whichever is greater.
2.1.12.2 Warranty replacement shall be at no additional charge to the County. A "NO CHARGE" invoice shall accompany all warranty repairs detailing failure, diagnosed cause and parts replaced. Contractor(s) shall respond to all warranty requests within twenty-four (24) hours of notification.
2.1.12.3 The effective date on all warranties shall begin at the time of complete installation and acceptance by the County.
2.1.12.4 The Contractor shall indicate on the Price Sheet the duration of the warranty and any applicable limitations or conditions which may apply.

2.1.13 RETURN POLICY:

The bidders shall state their return policy and reference the "inventory adjustment" (see section 2.13).

2.1.13.1 When a restocking charge is applied, the invoice shall reflect the original purchase price of each part returned and the restocking charge shall be on a separate line.
2.1.13.2 Damaged, broken or unsealed packages shall not be accepted.
2.1.13.3 All credit memos shall reference original invoice or return slip number. The contractor shall provide, with company name, a return / credit slip booklet at no cost to the County.

2.1.14 STOCK LIFT:

2.1.14.1 The County reserves the right to sell out current inventory before accepting new manufacturer brands or the contractor(s) may be required to lift current inventory and replace with their brand.

2.1.15 INVENTORY ADJUSTMENTS:

2.1.15.1 The contractor(s) shall accept the return of all parts considered non-moving or seasonal parts pulled during a six (6) month inventory adjustment at no cost or penalty.

2.1.16 SAFETY STANDARDS:

2.1.16.1 All work performed shall meet current Arizona State and Code Federal Regulations under Title 49 mandates, no exceptions.

2.1.17 SETTING UP COUNTY ACCOUNT:

It shall be the responsibility of all contractors to communicate with their parts department, service area, accounts receivable and other areas involved in compliance with this pricing agreement.

2.2 ADDITIONAL CHARGES &FEES:

Maricopa County is not responsible for miscellaneous charges or fees (i.e., shop supplies, environmental fees, hazardous waste) other than those listed in the pricing section of this contract.

2.3 USAGE REPORT:

The Contractor shall furnish the County, on an as needed basis 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.

2.4 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

2.4.1 Contract Serial number.

2.4.2 Contractor's name and address.

2.4.3 Using Agency name and address.

2.4.4 Using Agency purchase order number.

2.4.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

2.5 SHIPPING TERMS:

Bid price(s) and terms shall be F.O.B. Destination at:
Maricopa County Equipment Services
3325 West Durango St.
Phoenix, Arizona 85009

2.6 OPERATING MANUALS:

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Using Agency.

2.7 INSTALLATION:

The Contractor's price shall include delivery and set-up to be in complete operating condition.

2.8 SAMPLES:

The Contractor may be requested to furnish samples of material(s) bid for examination by the County. Any materials so requested shall be furnished within five (5) working days from the date of request and furnished at <u>no cost</u> to the County and sent to the address designated in the requesting correspondence.

2.9 TESTING:

Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the materials conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the materials do not meet the Specifications, the expense of such analysis shall be borne by the Contractor.

2.10 ACCEPTANCE:

Once the Materials have been delivered, the Using Agency shall have a reasonable opportunity to inspect them. The Using Agency shall have seven (7) days to perform its acceptance testing and inspection of the Materials, after which time the Materials shall be deemed accepted unless the Using Agency rejects the Materials.

2.11 STOCK:

The Contractor shall be expected to stock locally, sufficient quantities as may be necessary to meet the County's needs.

2.12 DISCONTINUED MATERIALS:

2.12.1 In the event that a manufacturer discontinues materials, the County may allow the Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new material, the Contractor shall provide the following to the County:

2.12.1.1 Documentation from the manufacturer that the material has been discontinued.

2.12.1.2 Documentation that names the replacement material.

2.12.1.3 Documentation that provides clear and convincing evidence that the replacement material meets or exceeds all specifications required by the original solicitation.

2.12.1.4 Documentation that provides clear and convincing evidence that the replacement material will be compatible with all the functions or uses of the discontinued material.

2.12.1.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued material.

2.12.2 Material discontinuance applies only to those materials specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

2.13 MAINTENANCE:

The Contractor shall provide for maintenance under this Contract upon acceptance of materials by the Using Agency.

2.14 BRAND NAME:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

2.15 ORDER CUTOFF INFORMATION:

Contractors submitting bids shall advise the County of all known order cutoff dates for the equipment / product(s) specified in this solicitation at the time of bid submission. Notification of any subsequent cutoff date(s) (learned after submission of bid) shall also be the Contractor's responsibility. The Contractor shall advise the County of subsequent cutoff dates by notifying the Procurement Officer, in writing, of the new information.

2.16 INVOICES AND PAYMENTS:

2.16.1 The Contractor shall submit a legible invoice with the following details before payment(s) can be made. At a minimum, the invoice must provide the following information:

Service Invoice

- Company name, address and contact
- County bill-to department and contact information
- Contract Serial Number
- County purchase order number (if not paid by credit card)
- County work order and vehicle number
- Invoice number and date
- Payment terms
- Date of service
- Description-complaint, cause, cure
- Description of Purchase (parts used: list numbers/quantities/description)
- Pricing per unit of purchase (list cost minus discount price)
- Warranty
- Freight (with prior approval)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time
- Sales tax and tax rate (on parts only)
- Total Amount Due

Packing list or Parts Invoice

Note: packing slips must have pricing listed.

- Contract Serial Number
- County purchase order number (if not paid by credit card)
- County work order and vehicle number
- Part number/quantities/descriptions
- Unit cost: list cost minus discount
- Freight (with prior approval)
- Sales tax and tax rate
- Total cost

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

2.16.3 **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 Award the Contractor shall fill out an EFT Enrollment form located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/) .**

2.16.4 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.

2.17 TAX:

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

2.18 STRATEGIC ALLIANCE for VOLUME 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.

2.19 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 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

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

3.2 OPTION TO RENEW:

The County may, at its option and with the approval of the Contractor, renew the term of this Contract up to a maximum of three (3), one (1) year options, (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 Materials Management Department 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 **(% of discount off current catalog and services)** must be submitted sixty (60) days prior to the Contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. **Any manufacturer catalog updates must be provided to Equipment Services upon issue date.** 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, Contractor shall defend, indemnify, and hold harmless County, 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, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

3.4.2 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.

3.4.3 The scope of this indemnification does not extend to the sole negligence of County.

3.5 INSURANCE REQUIREMENTS

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 Insureds.

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 $1,000,000 for each occurrence, $2,000,000 Products/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 and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification 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 Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.5.11 Workers' Compensation:

3.5.11.1 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 or services under this Contract; 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.

3.5.11.2 Contractor waives all rights against County 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 Contractor pursuant to this Contract.

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 REQUIREMENTS CONTRACT:

3.7.1 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.

3.7.2 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.

3.7.3 Contractors agree to accept verbal notification of cancellation from the Materials Management 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.

3.8 ORDERING AUTHORITY.

3.8.1 The Contractor should understand that any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).

3.8.2 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 product(s) is the only document necessary for Customers to purchase and for the Contractor to proceed with delivery of product(s) 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 Contractor.

3.9 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

3.10 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only

after the County deems that the Contractor has failed to remedy the problem after being forewarned.

3.11 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.

3.12 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.

3.13 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.

3.14 ADDITIONS/DELETIONS OF SERVICE:

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 SUBCONTRACTING:

3.15.1 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.

3.15.2 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.

3.16 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

3.17 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to a Contract for **six** ~~five~~ **(6)** ~~(5)~~ years after final payment or until after the resolution of any audit questions which could be more than **six** ~~five~~ **(6)** ~~(5)~~ years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy and make use of, any and all said materials.

3.18 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to a Contract are not sufficient to support and document that allowable materials were provided, the Contractor shall reimburse Maricopa County for the materials 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 thereunder.

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 statues 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 Contact.

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. 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. I-9 forms are available for download at USCIS.GOV.

3.25.2 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 department 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 department 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, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. **The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Materials Management and the using agency of any and all changes concerning permits, insurance or licenses.**

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 posses 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) 542-1525 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 POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

ARIZONA BRAKE & CLUTCH SUPPLY, 2211 N. BLACK CANYON HIGHWAY, PHOENIX, AZ 85009

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

ADDITIONAL MANUFACTURERS NOT LISTED

Item	Product Line	Current Price List At Date Of Issue	Price Column To Be Used	Discount (% Off)
1.1.1.57	AMS Clutch Kits & Flywheels	AMSClutch 2/8/2010	Jobber	21.50%
1.1.1.58	Mid-America Clutches & Flywheels	Mid-America Jan. 2010	List	65.50%
1.1.1.59	Az. Brake & Clutch Relined Brake Shoes	Price Book 4/12/2010	List	66%
1.1.1.60	Az. Brake & Clutch Relined Brake Shoe Kits	Price Book 4/12/2010	List	59%
1.1.1.61	Euclid/Meritor HD Brake Components	A6421A 1/1/2010	List	54.50%
1.1.1.62	Bendix New Air Brake Components	BW1469 1/1/2010	List	53.50%
1.1.1.63	Bendix Reman. Air Brake Components	BW1465 1/1/2010	List	56%
1.1.1.64	Raybestos Brake Pads/Shoes	F-201-D 6/15/2009	List	64%
1.1.1.65	Raybestos Brake Drums & Rotors	DR-201-C 6/15/2009	List	64%
1.1.1.66	Raybestos Hydraulics	H-201-C 11/11/2009	List	64%

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1.1.1.67	Raybestos Calipers	RLC-201-C 12/28/2009	List	64%
1.1.1.68	Stemco Seals/Bearings Crewson Slack Adjusters	Stemco2010 1/15/2010	List	54.50%
1.1.1.69	Timken Bearings	Timken US 2/15/2010	List	65.50%
1.1.1.70	National Seals/Gaskets	National440-SB 4/1/2010	List	66.50%
1.1.1.71	National Oil Seals	National440-SB 4/1/2010	List	70%
1.1.1.72	Sloan Air & Electrical Components Michelin Wiper Blades	Sloan-List Price 5/1/2010	List	60%
1.1.1.73	Webb Wheel Brake Drums	WebbListApril12010 4/1/2010	List	65%
1.1.1.74	Gunite Drums and Slack Adjusters	GuniteListApril12010 4/1/2010	List	65%
1.1.1.75	Az. Brake & Clutch	LAB53	4.0" Drum Turn	$12.63
1.1.1.76	Az. Brake & Clutch	LAB55	5.0" Drum Turn	$15.79
1.1.1.77	Az. Brake & Clutch	LAB56	6.0" Drum Turn	$18.94
1.1.1.78	Az. Brake & Clutch	LAB57	7.0" Drum Turn	$22.10
1.1.1.79	Az. Brake & Clutch	LAB58	8-5/8" Drum Turn	$27.20
1.1.1.80	Az. Brake & Clutch	LAB06	Electric Drum Turn	$15.24
1.1.1.81	Az. Brake & Clutch	LAB07	Arc Custom Shoe	$3.09
1.1.1.82	Az. Brake & Clutch	LAB16	Rear Drum Mount Dual	$11.98
1.1.1.83	Az. Brake & Clutch	LAB17	Front Drum Mount Dual	$10.35
1.1.1.84	Az. Brake & Clutch	LABF34A	Spicer Flywheel	$50.28

SERIAL 10018-C

ARIZONA BRAKE & CLUTCH SUPPLY, 2211 N. BLACK CANYON HIGHWAY, PHOENIX, AZ 85009

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$65.00	/hr
1.2.2 County Facility	$65.00	/hr
1.2.3 Labor Rate for after hours/overtime (if different)	$ 97.50	/hr
1.2.4 Labor Rate for Field Service	$97.50	/hr
1.2.5 Labor Rate for Field Service overtime	$130.00	/hr

1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	$	per mile	$	flat fuel charge

1.4 Business Hours	7:00 a.m. - 7:00 p.m. M_F 7:00 a.m. - Noon Sat.
1.5 Return Policy (reference section 2.1.13)	
1.5.1 Time limitations	There will be no restocking fee on parts purchased during the term of this contract.
1.5.2 Restocking charge (if any)	0
1.7 Warranty (define)	All parts are subject to 1 year manufacturer's warranty
1.8 Additional Participating Locations:	N/A

Terms:	2% DAYS NET 30 DAYS
Vendor Number:	W000003287 X
Telephone Number:	602-256-7966
Fax Number:	602-284-1283
Contact Person:	Cindy Seitz
E-mail Address:	cseitz.azbrake@yahoo.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

SERIAL 10018-C

ARIZONA PRODUCTION MACH.& SUP., 5635 W. VAN BUREN, PHOENIX, AZ 85063

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.32 ATV POLARIS	website 4-13-2010	MSRP	0

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.4 Business Hours	M-F 7:00am-5:00pm Sat 7:00am-12:00pm
1.5 Return Policy (reference section 2.1.13)	Returns accepted if part is in original unopened packaging. No returns on electrical.
1.5.1 Time limitations	Returns accepted up to only 10 Days After Invoice
1.5.2 Restocking charge (if any)	20% Handling on all Returns After 10 Days
1.7 Warranty (define)	30 Day on part or accessory due to defect in material or workmanship.

Terms:	2% 10 DAYS NET 30 DAYS
Vendor Number:	W000000898 X
Telephone Number:	602-272-5551
Fax Number:	602-269-7545
Contact Person:	Mike Trella
E-mail Address:	mike@azpromac.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

AUTO SAFETY HOUSE, 2630 W. BUCKEYE ROAD, PHOENIX, AZ 85009

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.11 THOMAS BUS	1/1/2010	ASH List	10-32%
1.1.1.19 CARRIER A/C CONDENDERS EVAPORATORS	1/1/2010	ASH List	47%
1.1.1.34 SOLAR TECH MESSAGE BOARDS	1/1/2010	List Price	0%
1.1.1.47 RICON WHEEL CHAIR LIFTS	1/1/2010	ASH List	53%
ADDITIONAL MANUFACTURERS NOT LISTED			
1.1.1.85 - Knapheide	1/1/2010	ASH List	33%
1.1.1.86 - Tommy Gate	1/1/2010	ASH List	49%
1.1.1.87 - Waltco Liftgates	1/1/2010	ASH List	28%

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$80.00	/hr
1.2.2 County Facility	$95.00	/hr
1.2.3 Labor Rate for after hours/overtime (if different)	$95.00	/hr
1.2.4 Labor Rate for Field Service	$95.00	/hr
1.2.5 Labor Rate for Field Service overtime	$105.00	/hr

SERIAL 10018-C

AUTO SAFETY HOUSE, 2630 W. BUCKEYE ROAD, PHOENIX, AZ 85009

1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	$1.50	per mile	$0.00	flat fuel charge

1.4 Business Hours	7:00-5:00 M-F 8:00 to 12:00 Sat
1.5 Return Policy (reference section 2.1.13)	No returns on special order
1.5.1 Time limitations	
1.5.2 Restocking charge (if any)	5% after 6 mos. On stock items
1.6 Additional Services Offered:	Paint & Body
1.7 Warranty (define)	Per Manufacturer's policy
1.8 Additional Participating Locations:	None

Terms:	NET 30 DAYS
Vendor Number:	W000000722 X
Telephone Number:	602-269-9721
Fax Number:	602-386-5472
Contact Person:	Rudy Garcia
E-mail Address:	rgarcia@autosafetyhouse.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

SERIAL 10018-C

BALAR HOLDING CORP, 11023 N. 22ND AVENUE, PHOENIX, AZ 85029

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.29 PB LOADER	2009 PARTS PRICE LIST	09' LIST	-2%

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$85.00	/hr		
1.2.2 County Facility	$85.00	/hr		
1.2.3 Labor Rate for after hours/overtime (if different)	$85.00	/hr		
1.2.4 Labor Rate for Field Service	$85.00	/hr		
1.2.5 Labor Rate for Field Service overtime	$122.50	/hr		
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	$1.85	per mile	$	flat fuel charge

1.4 Business Hours	7:00AM-4:30PM
1.5 Return Policy (reference section 2.1.13)	WILL EXCEPT "INVENTORY ADJUSTMENTS" FOR UP TO 6 MONTHS
1.5.1 Time limitations	6 MONTHS
1.5.2 Restocking charge (if any)	0
1.6 Additional Services Offered:	
1.7 Warranty (define)	90 DAYS
1.8 Additional Participating Locations:	N/A

SERIAL 10018-C

BALAR HOLDING CORP, 11023 N. 22ND AVENUE, PHOENIX, AZ 85029

Terms:	NET 30
Vendor Number:	W000000775 X
Telephone Number:	602-944-1933
Fax Number:	602-944-9687
Contact Person:	Peter Evans
E-mail Address:	pevans@balar.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

SERIAL 10018-C

BETTS TRUCK PARTS, 7375 W BUCKEYE RD STE 100, PHOENIX, AZ 85043

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[X]	[ ]	2%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
ADDITIONAL MANUFACTURERS NOT LISTED			
1.1.1.88 BETTS MUD FLAP HANGERS	4/1/2009	LIST	40%
1.1.1.89 NATIONAL WHEEL SEALS	4/1/2010	JOBBER	20%
1.1.1.90 STEMCO WHEEL SEALS/HUB CAPS	1/15/2010	LIST	45%

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$50	/hr
1.2.2 County Facility	N/A	/hr
1.2.3 Labor Rate for after hours/overtime (if different)	$75	/hr
1.2.4 Labor Rate for Field Service	N/A	/hr
1.2.5 Labor Rate for Field Service overtime	N/A	/hr

1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	NO CHARGE	per mile	NO CHARGE	fuel charge

1.4 Business Hours	Monday through Friday 8:00AM to 5:00PM
1.5 Return Policy (reference section 2.1.13)	Parts must be new and in salable condition in original packaging
1.5.1 Time limitations	6 months from date of purchase
1.5.2 Restocking charge (if any)	15% restocking fee for non-stocking parts only
1.6 Additional Services Offered:	Quarterly in house training and scheduled on site training

BETTS TRUCK PARTS, 7375 W BUCKEYE RD STE 100, PHOENIX, AZ 85043

1.7 Warranty (define)	Betts offers a 1 year warranty policy on all parts and labor, plus the manufacturer's warranty policy if available
Terms:	NET 30
Vendor Number:	W000000462 X
Telephone Number:	623-907-9396
Fax Number:	623-936-5713
Contact Person:	Pat Deskins
E-mail Address:	pdeskins@bettspring.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

C.W. CARTER CO, 1717 W. ROOSEVELT, PHOENIX, AZ 85007

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

		CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
ADDITIONAL MANUFACTURERS NOT LISTED				
1.1.1.109	Eaton /Spicer	WHD	List	55%
1.1.1.110	Fuller	WHD	List	50%
1.1.1.111	Arvin Meritor	WHD	List	50%
1.1.1.112	Red Dot	WHD	List	45%
1.1.1.113	Spicer Driveline	WHD	List	59%
	WIX Filters	**9/4/10**	**List**	**65%**

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$85.00	/hr
1.2.2 County Facility	$110.00	/hr
1.2.3 Labor Rate for after hours/overtime (if different)	$	/hr
1.2.4 Labor Rate for Field Service	$110.00	/hr
1.2.5 Labor Rate for Field Service overtime	$110.00	/hr

1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	$	per mile	$50.00	flat fuel charge

1.4 Business Hours 7:00 a.m. - 5:00 p.m.

C.W. CARTER CO, 1717 W. ROOSEVELT, PHOENIX, AZ 85007

1.5 Return Policy (reference section 2.1.13)	1	Westpac Heavy Duty Inc. will accept returns for stocking numbers purchased from us at no handling charge. Stock items returned should be in original packaging and in good resale condition. Some stock items, due to the type of product and shelf life, will not be eligible for return if older than two (2) years.
	2	Westpac Heavy Duty Inc will accept returns for special order parts but may include a 15% restock fee depending on the manufactures policy. Fright cost incurred for special order is non refundable
	3	Westpac Heavy Duty Inc. will accept returns or stock clean-ups on parts not purchased from Westpac Heavy Duty Inc. on a case by case basis
1.5.1 Time limitations		Based on manufactures policy
1.5.2 Restocking charge (if any)		up to 15%
1.6 Additional Services Offered:		Full Bumper to Bumper aftermarket parts offering
1.7 Warranty (define)	1	We support and help process all manufactures warrantees for all of the products we sell
	2	The manufactures in nearly all cases evaluates warranty considerations, but we will support and fight for your warranty. Due to our good standing with manufactures, most warrantees are completed and approved without any questions
	3	Parts turned in for warranty consideration will be handled promptly by a Westpac Heavy Duty representative
	4	Once a warranty is deemed valid by the manufacture, a credit for the defective parts will be issued with 24 hours. If a warranty is deemed invalid or disallowed, Westpac Heavy Duty will reconsider and evaluate with the customer to resolve the issue.

Terms:	2% 10 DAYS NET 30 DAYS
Vendor Number:	W000003132 X
Telephone Number:	602-258-3929
Fax Number:	602-252-4238
Contact Person:	Ginette Dertina
E-mail Address:	gdertina@westpace-hd.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

CANYON STATE BUS SALES, INC., 3113 W. WELDON AVENUE, PHOENIX, AZ 85017

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[ ]	[X]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.10 BLUE BIRD BUS	4/12/2010	Retail	0
1.1.1.48 BRAUN WHEEL CHAIR LIFTS	4/12/2010	Retail	0

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$89.10	/hr		
1.2.2 County Facility	$99.00	/hr		
1.2.3 Labor Rate for after hours/overtime (if different)	$125.00	/hr		
1.2.4 Labor Rate for Field Service	$99.00	/hr		
1.2.5 Labor Rate for Field Service overtime	$125.00	/hr		
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	$2.50	per mile	$	flat fuel charge

1.4 Business Hours	7AM-5PM Mon - Fri
1.5 Return Policy (reference section 2.1.13)	No returns on special order parts
1.5.1 Time limitations	No return after 30 days
1.5.2 Restocking charge (if any)	15%

CANYON STATE BUS SALES, INC., 3113 W. WELDON AVENUE, PHOENIX, AZ 85017

1.7 Warranty (define)	Manufacturer warranty on parts and labor
Terms:	NET 30
Vendor Number:	W000000461 X
Telephone Number:	602-230-1515
Fax Number:	602-230-1519
Contact Person:	Stan Costantino
E-mail Address:	stan@canyonstatebus.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

CUMMINS ROCKY MOUNTAIN LLC, 651 NORTH 101ST AVENUE, AVONDALE, AZ 85323

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.28 CUMMINS DIESEL ENGINES			
FIRST CALL	1/1/2010	Dealer	30% off list

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$99.00	/hr		
1.2.2 County Facility	$99.00	/hr		
1.2.3 Labor Rate for after hours/overtime (if different)	$99.00	/hr		
1.2.4 Labor Rate for Field Service	$99.00	/hr		
1.2.5 Labor Rate for Field Service overtime	$99.00	/hr		
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	$1.21	per mile	$25.00	flat fuel charge

1.4 Business Hours 6AM-9PM Sat. 6AM-4:30PM

1.5 Return Policy (reference section 2.1.13)
1.5.1 Time limitations None
1.5.2 Restocking charge (if any) None

1.6 Additional Services Offered: Air Conditioning repair, Brakes & Wheel seal repair Onan, engine & generator repair

1.7 Warranty (define) See warranty guidelines, all markets

1.8 Additional Participating Locations: Avondale location and Mobil repair units to cover state of AZ

SERIAL 10018-C

CUMMINS ROCKY MOUNTAIN LLC, 651 NORTH 101ST AVENUE, AVONDALE, AZ 85323

Terms:	NET 10 DAYS
Vendor Number:	W000004563 X
Telephone Number:	623-474-2600
Fax Number:	623-474-2730
Contact Person:	Michael Young
E-mail Address:	michael.w.young@cummins.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

DRAKE TRUCK & TRAILER, 2235 S 19TH AVE., PHOENIX, AZ 85009

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[ ]	[X]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.52 DELTA TOOL BOXES	9/1/2008	Trade	20.10%
ADDITIONAL MANUFACTURERS NOT LISTED			
1.1.1.91 Drawtite	1/1/2010	Dealer	10%
1.1.1.92 Masterack	11/1/2010	List	0

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$68.00	/hr		
1.2.2 County Facility	$89.00	/hr		
1.2.3 Labor Rate for after hours/overtime (if different)	$138.00	/hr		
1.2.4 Labor Rate for Field Service	$138.00	/hr		
1.2.5 Labor Rate for Field Service overtime	$189.00	/hr		
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	$0.50	per mile	$	flat fuel charge

1.4 Business Hours	7:30-5:30
1.5 Return Policy (reference section 2.1.13)	Stocking items 0% within 90 days non stocking 20% within 90 days
1.5.1 Time limitations	90 days
1.5.2 Restocking charge (if any)	20% for non stock or special orders

SERIAL 10018-C

DRAKE TRUCK & TRAILER, 2235 S 19TH AVE., PHOENIX, AZ 85009

1.7 Warranty (define) Per mfg…

Terms:	NET 10 DAYS
Vendor Number:	W000000466 X
Telephone Number:	602-278-2552
Fax Number:	602-278-0427
Contact Person:	Dave Drake
E-mail Address:	dave@drakeequipment.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

FREIGHTLINER STERLING WS OF AZ, 9600 W. ROOSEVELT STREET, TOLLESON, AZ 85326

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[ ]	[X]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.2 CATERPILLAR **FIRST CALL**	4/12/2010		Cost + 10%
1.1.1.15 FREIGHTLINER	4/12/2010		3% Discount
1.1.1.16 STERLING	4/12/2010		3% Discount
ADDITIONAL MANUFACTURERS NOT LISTED			
1.1.1.93 - Waltco	4/12/2010		Cost + 20%

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$76.00	/hr		
1.2.2 County Facility	$86.00	/hr		
1.2.3 Labor Rate for after hours/overtime (if different)		/hr		
1.2.4 Labor Rate for Field Service	$86.00	/hr		
1.2.5 Labor Rate for Field Service overtime	$86.00	/hr		
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	$1.00	per mile	$0.00	flat fuel charge

1.4 Business Hours	See Attachment #1 below
1.5 Return Policy (reference section 2.1.13)	90 days
1.5.1 Time limitations	
1.5.2 Restocking charge (if any)	20% on non-stock & No return on special orders

FREIGHTLINER STERLING WS OF AZ, 9600 W. ROOSEVELT STREET, TOLLESON, AZ 85326

1.6 Additional Services Offered:	See Attachment #2 below
1.7 Warranty (define)	See Attachment #3 below
1.8 Additional Participating Locations:	See Attachment #4 below

ATTACHMENT #1
Business Hours

Tolleson Location

Hours of Operation:	7 days a week 24 hours a day Parts Department Open Monday 6:00 AM - Saturday Midnight Open Sunday 7:00 AM - Midnight
Parts Delivery:	Monday-Friday 7:30 AM - Midnight Saturday 8:00 AM - 4:00 PM

Chandler Location

Hours of Operation:	Monday-Friday 7:00 AM - Midnight Saturday 7:30 AM – 5:00 PM
Parts Delivery:	Monday-Friday 8:00 AM – 10:30 PM

Flagstaff Location

Hours of Operation:	Monday-Friday 7:00 AM – 5:30 PM Saturday 7:00 AM – 5:00 PM Parts Department open Monday-Friday 7:00 AM – 7:00 PM open Saturday 7:00 AM – 5:00 PM
Parts Delivery:	Monday-Friday 8:00 AM – 5:00 PM

Tucson Location

Hours of Operation:	Monday-Friday 7:00 AM – 5:30 PM Saturday-Sunday 7:00 AM – 3:30 PM
Parts Delivery:	Monday-Friday 8:00 AM – 5:00 PM

ATTACHMENT #2

- Full Service Body Shop w/65-foot Nova Verta Paint Booth
- DuPont Paint system
- Complete Tractor and Trailer Repairs
- Beeline Frame Rack
- Beeline Alignment Rack
- Certified Welders and Fabricators
- Factory Trained Technicians
- Fabrication and Body installation, Wreckers, Flat Beds, Lift Gates, Etc.
- Certified Fire Apparatus Repair and Service
- Motor Home Repairs
- Free VIS Check Inspections

FREIGHTLINER STERLING WS OF AZ, 9600 W. ROOSEVELT STREET, TOLLESON, AZ 85326

ATTACHMENT #3

Warranty

All units within factory warranty follow their applicable guidelines.

Parts Warranty -Defective part and all requested information supplied to Freightliner, Sterling, Western Star of Arizona. Customer received replacement part at no charge. Warranty is filed with the understanding if warranty is denied by vendor, Freightliner, Sterling, Western Star of Arizona will charge customer's open charge account.

ATTACHMENT #4

Additional Participating Locations

Chandler – 1230 S. Alkmel Lane
Chandler, AZ 85226
480-282-4000
480-282-4059 fax

Flagstaff - 4201 S. Huntington Drive
Flagstaff, AZ 86004
928-522-0400
928-522-0072 fax

Tucson - 4340 E. Tennessee Street
Tucson, AZ 85714
520-514-5700
520-514-5900 fax

Body Shop- 9600 W. Roosevelt Street
Tolleson, AZ 85353
623-907-6640

Terms:	NET 30
Vendor Number:	W000010166 X
Telephone Number:	623-907-9900
Fax Number:	623-907-6409
Contact Person:	Chad Evans
E-mail Address:	cevans@fswaz.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

LUBRICATION EQUIPMENT & SUPPLY, 3526 E BROADWAY RD, PHOENIX, AZ 85040

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

ADDITIONAL MANUFACTURERS NOT LISTED	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.94 Lincoln Lubrication	1/1/2009	KS-Gl	30%
1.1.1.95 Graco Lubrication	12/28/2009	list	See Discount codes below
1.1.1.96 Alemit Lubrication	1/1/2009	All	See Discount codes below
1.1.1.97 Enerpac	11/1/2008	All	15%
1.1.1.98 Dixon valve and Coupling	1/10/2010	All	50%
1.1.1.99 Parker Hose and Fitting	1/15/2010	All	70%
1.1.1.100 Fill-Right Transfer Pumps	1/1/2009	All	15%

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$65.00	/hr
1.2.2 County Facility	$85.00	/hr
1.2.3 Labor Rate for after hours/overtime (if different)	$99.00	/hr

LUBRICATION EQUIPMENT & SUPPLY, 3526 E BROADWAY RD, PHOENIX, AZ 85040

1.2.4 Labor Rate for Field Service	$85.00	/hr	
1.2.5 Labor Rate for Field Service overtime	$99.00	/hr	
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	Free in Maricopa County	per mile	.45 per mile flat fuel charge (Outside Maricopa County)
1.4 Business Hours	8am-5pm	Field Service 24/7	
1.5 Return Policy (reference section 2.1.13)	Must be ok by Account manager		
1.5.1 Time limitations	30 Days		
1.5.2 Restocking charge (if any)	25%		
1.6 Additional Services Offered:	Field Service ,Onsite Training		
1.7 Warranty (define)	1 year Manufactured		
1.8 Additional Participating Locations:	Parker Store 3518 E Broadway Rd Phoenix Az 85040 Parker Store 835 N 43rd Phoenix Az 85009		

GRACO PRICE DISCOUNT CODE:

A = 10%
B = 10%
C = 10%
D = 15%
E = 20%
J = 10%
M = 20%
X = 10%

ALEMITE PRICE DISCOUNT CODE:

A = 10%
S = 10%
K = 20%
P = 20%
R = 20%
M = LIST

Terms:	NET 30
Vendor Number:	W000017031 X
Telephone Number:	602-437-1245
Fax Number:	602-437-8862
Contact Person:	Parish Williams
E-mail Address:	lubequip@aol.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

RWC INTERNATIONAL, 2202 S. CENTRAL AVE, PHOENIX, AZ 85004
~~MCCANDLESS OF ARIZONA, 2202 S. CENTRAL AVENUE, PHOENIX, AZ 85004~~

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES
FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.12 INTERNATIONAL	12/28/2010	PL308 & PL322	Discounts are calculated into manufacturer price catalog.

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$94.50	/hr		
1.2.2 County Facility	$110.00	/hr		
1.2.3 Labor Rate for after hours/overtime (if different)	$141.75	/hr		
1.2.4 Labor Rate for Field Service	$110.00	/hr		
1.2.5 Labor Rate for Field Service overtime	$125.00	/hr		
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	$0 In Maricopa County	per mile	$45.00	flat fuel charge
1.4 Business Hours	Monday to Friday - 7:00am to Midnight / Saturday - 7:00am to 3:30 pm			
1.5 Return Policy (reference section 2.1.13)	Per Mfg. definition (see file)			
1.5.1 Time limitations				
1.5.2 Restocking charge (if any)	15% on special order parts			
1.7 Warranty (define)	Parts: 12 months			
1.8 Additional Participating Locations:	1815 S. 39th Avenue, Phoenix, AZ 85009			

SERIAL 10018-C

RWC INTERNATIONAL, 2202 S. CENTRAL AVE, PHOENIX, AZ 85004
~~MCCANDLESS OF ARIZONA, 2202 S. CENTRAL AVENUE, PHOENIX, AZ 85004~~

Terms:	NET 30
Vendor Number:	~~W000002156 X~~ **W000017286 X**
Telephone Number:	602-254-9241
Fax Number:	602-252-5301
Contact Person:	Ken Nelson
E-mail Address:	~~ken.nelson@mccandlessaz.com~~ **knelson@rwcinternational.com**
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

NORWOOD EQUIPMENT, INC., 2422 S. 19TH AVE., PHOENIX, AZ 85009

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.7 BEAR/ELGIN BROOM	3/3/2010		15%
ADDITIONAL MANUFACTURERS NOT LISTED			
1.1.1.101 CRYSTEEL DUMP BODIES			0

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$88.00	/hr		
1.2.2 County Facility	$110.00	/hr		
1.2.3 Labor Rate for after hours/overtime (if different)	$120.00	/hr		
1.2.4 Labor Rate for Field Service	$110.00	/hr		
1.2.5 Labor Rate for Field Service overtime	$140.00	/hr		
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	$1.50	per mile	$	flat fuel charge

1.4 Business Hours	7:00AM-3:30PM SER PARTS 7:00A-4:30P MON-FRI
1.5 Return Policy (reference section 2.1.13)	New, unused, like new condition
1.5.1 Time limitations	30 Days
1.5.2 Restocking charge (if any)	25% on Special Order Parts
1.6 Additional Services Offered:	welding, fabrication

NORWOOD EQUIPMENT, INC., 2422 S. 19TH AVE., PHOENIX, AZ 85009

1.7 Warranty (define)	Manufactures standard warranty for parts applies
1.8 Additional Participating Locations:	Vanguard Truck Center-Tucson

Terms:	NET 30
Vendor Number:	W000004438 X
Telephone Number:	602-254-0644
Fax Number:	602-253-0164
Contact Person:	Ron Larson
E-mail Address:	rlnorwood@qwest.net
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

PTO SALES, 1646 E. UNIVERSITY DRIVE, PHOENIX, AZ 85034

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
	5/3/2010		
1.1.1.50 CHASSIS/SUSPENSIONS	8/1/2008	List	List – 42%
	1/1/2010	PTO	List - 48%
1.1.1.55 PTO & DRIVELINE	1/1/2010	D/Line	List - 62%

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$72.50	/hr		
1.2.2 County Facility	$72.50	/hr		
1.2.3 Labor Rate for after hours/overtime (if different)	$108.75	/hr		
1.2.4 Labor Rate for Field Service	$72.50	/hr		
1.2.5 Labor Rate for Field Service overtime	$108.75	/hr		
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	$0.00	per mile	$	flat fuel charge

1.4 Business Hours	7am-5pm M-F
1.5 Return Policy (reference section 2.1.13)	All products returnable in re-sellable condition
1.5.1 Time limitations	
1.5.2 Restocking charge (if any)	0
1.6 Additional Services Offered:	Allison Transmissions ***See quote #873372 exp. 12/01/2011**
1.7 Warranty (define)	1 year all products
1.8 Additional Participating Locations:	PTO Sales 1215 W. Houston Ave, Gilbert, AZ 85233

SERIAL 10018-C

PTO SALES, 1646 E. UNIVERSITY DRIVE, PHOENIX, AZ 85034

pto sales

ATTN: GIDGET

Divisions:
Leaf Spring Supply
Pacific Gear

1646 E. UNIVERSITY
PHOENIX AZ 85034
602-252-9390

INVOICE DATE: 07/14/2010 08:20AM
INVOICE NO.: **QUOTE** PAGE: 1
CUSTOMER NO.: 43031 BRANCH: 2

SOLD TO: MARICOPA COUNTY
EQUIPMENT MGMT DEPT
3325 W. DURANGO
PHOENIX AZ 85009

SHIP TO: MARICOPA COUNTY
EQUIPMENT MGMT DEPT
3325 W. DURANGO
PHOENIX AZ 85009

TERMS: NET 30 PLEASE PAY FROM THIS INVOICE. NO STATEMENT WILL BE SENT

CUSTOMER NO.	REFERENCE NO.	DIAL PHONE NO.	CM	SALSM
QUOTE	873372	(602) 506-4668	66	020/66 109

QUANTITY		PART NUMBER	DESCRIPTION		PRICE/EA	EXTENSION
			QUOTE VALID FOR 30 DAYS EXPIRES: 12/01/2011			
			PICKED UP BY CUSTOMER			
1	AU	29514624	AT545 2600 Y 16T 1358 29	EXC	1370.00EA	1370.00
1	AU	29514624-C1	CORE	CHG	1644.00EA	1644.00
1	AU	23014314	MT643 2800ML 370 5.10 5T	EXC	1738.53EA	1738.53
1	AU	23014314-C1	CORE	CHG	2055.00EA	2055.00
1	AU	23014321	MT653 2600ML 5.10 7T 370	EXC	1760.45EA	1760.45
1	AU	23014321-C1	CORE	CHG	2055.00EA	2055.00
1	AU	6885292	MT654 2100 5.10 11T 495	EXC	2466.00EA	2466.00
1	AU	6885292-C1	MT654 - 2100 ALLISON COR	CHG	2740.00EA	2740.00
1	AU	29505462	HT740 19-2050C 41/2 16T	EXC	3493.50EA	3493.50
1	AU	29505462-C1	CORE	CHG	5480.00EA	5480.00
1	AU	23043437	HT750DR 7"2100 6T T/C 49	EXC	4247.00EA	4247.00
1	AU	23043437-C1	CORE	CHG	8220.00EA	8220.00
1	AU	6510068344	MD3060P 4"WO OLS Y 413D	EXC	4110.00EA	4110.00
1	AU	6510068344-C1	CORE	CHG	6850.00EA	6850.00
1	AU	6510165018	MD3560P 4"W/O-OLS TID2 4	EXC	3973.00EA	3973.00
1	AU	6510165018-C1	CORE	CHG	6850.00EA	6850.00
1	AU	29528120	B500 TID-2 W/OLS	EXC	6644.50EA	6644.50
1	AU	29528120-C1	CORE	CHG	5480.00EA	5480.00
1	AU	6310016228	LT2000 N PTO TC221 NO PP	EXC	2466.00EA	2466.00
1	AU	6310016228-C1	CORE	CHG	2192.00EA	2192.00
1	AU	6310454892	LT2500T/C221 PTOY	EXC	2466.00EA	2466.00
1	AU	6310454892-C1	CORE	CHG	2192.00EA	2192.00
1	AU	6610148650	4500RDS_P 4"W/OLS TC521	EXC	6644.50EA	6644.50
1	AU	6610148650-C1	CORE	CHG	5480.00EA	5480.00
1	AU	6510174531	B400R TID2 TC 418 B	EXC	5000.50EA	5000.50
1	AU	6510174531-C1	CORE	CHG	6850.00EA	6850.00
1	AU	6610011311	HD4560P 4"WOOLS Y 541 TI	EXC	6644.50EA	6644.50
1	AU	6610011311-C1	CORE	CHG	10960.00EA	10960.00
			//////////////////////////			
			ATTN: GIDGET			
			ALL ALLISONS COME WITH A			
			2 YEAR UNLIMITED MILEAGE			
			WARRANTY. EACH MODEL			

Received By: _____

Date Rec'd: _____

REMIT TO:
PTO SALES CORPORATION
File # 749265
Los Angeles, CA 90074-9265

Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

FREIGHT	SUBTOTAL	TAX STATE/CODE	SALES TAX	PLEASE PAY
				CONTINUED

RETURNS MUST BE ACCOMPANIED BY THE ORIGINAL INVOICE.
15% CHARGE WILL BE ASSESSED ON ALL RETURNS.
NON-STOCKING ITEMS ARE NOT RETURNABLE

PTO Sales shall have the right to exercise an offset of the amount of PTO Sales receivables against payables related to goods or services purchased from the [illegible]

ORIGINAL

PTO SALES, 1646 E. UNIVERSITY DRIVE, PHOENIX, AZ 85034

pto sales

Divisions:
Leaf Spring Supply
Pacific Gear

1646 E. UNIVERSITY
PHOENIX AZ 85034
602-252-9390

INVOICE DATE: 07/14/2010 08:20AM
INVOICE NO.: **QUOTE** PAGE: 2
CUSTOMER NO.: 43031 BRANCH: * 2*

SOLD TO:
MARICOPA COUNTY
EQUIPMENT MGMT DEPT
3325 W. DURANGO
PHOENIX AZ 85009

SHIP TO:
MARICOPA COUNTY
EQUIPMENT MGMT DEPT
3325 W. DURANGO
PHOENIX AZ 85009

TERMS: NET 30 PLEASE PAY FROM THIS INVOICE. NO STATEMENT WILL BE SENT

CUSTOMER NO.	REFERENCE NO.	CUST PHONE NO.	DR	TERM
QUOTE	873372	(602) 506-4668	66	020/66 109

QUANTITY	PART NUMBER	DESCRIPTION	PRICE PER	EXTENSION
		REGARDLESS OF PART NUMBER IS THE SAME PRICE. EXAMPLE ALL MODELS OF AT545 ARE THE SAME PRICE ETC.. WE HAVE A LARGE INVENTORY BETWEEN PHX AND LA, CA. PRICING TO INSTALL THE TRANSMISSIONS WILL VARY DEPENDING ON THE VEHICLE. THE RANGE WILL BE BETWEEN 10-30 HOURS AT $72.50 HOUR. PLEASE FEEL FREE TO CALL ME WITH ANY QUESTIONS. MICHAEL DEWEY 602-252-9390 //////////////////////////////		

"QUOTE VALID FOR 30 DAYS" EXPIRES: 12/01/2011

Received By:_____

Date Rec'd:_____

REMIT TO:
PTO SALES CORPORATION
File # 749265
Los Angeles, CA 90074-9265

Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law.

FREIGHT	SUBTOTAL	TAX STATE/CODE	SALES TAX	PLEASE PAY
	122072.48	AZ TAXAB AZ	11352.74	133425.22

RETURNS MUST BE ACCOMPANIED BY THE ORIGINAL INVOICE.
15% CHARGE WILL BE ASSESSED ON ALL RETURNS.
NON-STOCKING ITEMS ARE NOT RETURNABLE

PTO Sales shall have the right to exercise an offset of the amount of PTO Sales receivables against payables related to goods or services purchased from the same business entity.

07/13/2010 20:35 6023075964 PTO SALES PAGE 02/02

SERIAL 10018-C

PTO SALES, 1646 E. UNIVERSITY DRIVE, PHOENIX, AZ 85034

Terms:	NET 30
Vendor Number:	W000016995 X
Telephone Number:	602-252-9390
Fax Number:	602-307-5964
Contact Person:	Michael Dewey
E-mail Address:	dewey@ptosales.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

R.D.O. EQUIPMENT COMPANY, 2649 N. 29TH AVENUE, PHOENIX, AZ 85009

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[ ]	[X]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.4 JOHN DEERE - GREEN	4/1/2010	www.jdparts.com	
1.1.1.5 JOHN DEERE - YELLOW	4/1/2010	www.jdparts.com	
1.1.1.8 BROCE BROOM	4/6/2010	Price (on CD)	
1.1.1.40 WACKER	1/1/2010	MSLP (on CD)	

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$100.00	/hr
1.2.2 County Facility	$124.00	/hr
1.2.3 Labor Rate for after hours/overtime (if different)	$124.00	/hr
1.2.4 Labor Rate for Field Service	$124.00	/hr
1.2.5 Labor Rate for Field Service overtime	$124.00	/hr

1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	$	per mile	$125.00	flat fuel charge

1.4 Business Hours	7:00 am - 5:00 pm
1.5 Return Policy (reference section 2.1.13)	Restock charge on non stock items-must be new and in original package

R.D.O. EQUIPMENT COMPANY, 2649 N. 29TH AVENUE, PHOENIX, AZ 85009

1.5.1 Time limitations	45 Days
1.5.2 Restocking charge (if any)	15%

Terms:	NET 30
Vendor Number:	W000000706 X
Telephone Number:	602-415-4700
Fax Number:	602-233-0383
Contact Person:	Dan Dickerson
E-mail Address:	jcheney@rdoequipment.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

RUSH TRUCK CENTERS OF ARIZONA, 2600 W. MCDOWELL ROAD, PHOENIX, AZ 85009

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.30 ROLL-RITE TARP	4/3/2010	List	20% off

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$85.00	/hr
1.2.2 County Facility	$85.00	/hr
1.2.3 Labor Rate for after hours/overtime (if different)	$85.00	/hr
1.2.4 Labor Rate for Field Service	$85.00	/hr
1.2.5 Labor Rate for Field Service overtime	$85.00	/hr

1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	per mile	$12.00	flat fuel charge

1.4 Business Hours	M-F 7am to 8pm (service)
1.5 Return Policy (reference section 2.1.13)	6 and 12 month no-move
1.5.1 Time limitations	0
1.5.2 Restocking charge (if any)	0
1.6 Additional Services Offered:	Online ordering (IPS)
1.7 Warranty (define)	Per Manufacturer

SERIAL 10018-C

RUSH TRUCK CENTERS OF ARIZONA, 2600 W. MCDOWELL ROAD, PHOENIX, AZ 85009

Terms:	NET 10
Vendor Number:	W000005541 X
Telephone Number:	602-477-7600
Fax Number:	602-352-5729
Contact Person:	David De Weerd
E-mail Address:	deweerdd@rush-enterprises.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

SANDERSON FORD-FLEET, 6400 N. 51ST AVENUE, GLENDALE, AZ 85301

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.2 CATERPILLAR - **2ND CALL**	current monthly	fleet	10%
1.1.1.17 FORD NEW HOLLAND	current monthly	fleet	10%
1.1.1.28 CUMMINS DIESEL ENGINES - **2ND CALL**	current monthly	fleet	10%
1.1.1.44 RV - NEWMAR	current annual	fleet	10%
1.1.1.45 RV - CHAMPION	current annual	fleet	10%
1.1.1.46 RV - THOMAS	current annual	fleet	10%
1.1.1.50 CHASSIS/SUSPENSIONS	current annual	fleet	10%

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$63.50	/hr
1.2.2 County Facility	$75.00	/hr
1.2.3 Labor Rate for after hours/overtime (if different)	$75.00	/hr
1.2.4 Labor Rate for Field Service	$75.00	/hr

SANDERSON FORD-FLEET, 6400 N. 51ST AVENUE, GLENDALE, AZ 85301

1.2.5 Labor Rate for Field Service overtime	$75.00	/hr		
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	n/c	per mile	$	flat fuel charge
1.4 Business Hours	6:00am-6:00pm Mon-Fri, sat 7:00-noon			
1.6 Additional Services Offered:	Ford Blue Diamond (navistar) joint venture, all makes all brands. Full oem warranty on all brands of class 7&8 trucks			
1.7 Warranty (define)	oem warranty, or 12months 12,000. whichever is greater			

Terms:	NET 30
Vendor Number:	W000003564 X
Telephone Number:	623-842-8600
Fax Number:	623-930-5966
Contact Person:	Dave Harris
E-mail Address:	dharris@sandersonford.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

SIMPSON TOOL BOX COMPANY, 2440 W. MCDOWELL ROAD, PHOENIX, AZ 85009-2909

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.53 WEATHERGUARD TOOL BOXES	9/15/2008	Trade	19.50%
ADDITIONAL MANUFACTURERS NOT LISTED			
1.1.1.102 - Weather Guard Van Equipment	9/18/2008	Trade	19.50%
1.1.1.103 - Tradesman Truck Boxes/Tanks	1/1/2009	Retail	20%
1.1.1.104 - Go Industries Headache Racks, Etc	1/1/2010	Retail	20%

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$65.00	/hr	
1.2.2 County Facility	$65.00	/hr	
1.2.3 Labor Rate for after hours/overtime (if different)	N/A	/hr	
1.2.4 Labor Rate for Field Service	N/A	/hr	
1.2.5 Labor Rate for Field Service overtime	N/A	/hr	
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	N/A	per mile	flat fuel charge

1.4 Business Hours — Monday - Friday 8am to 5pm

1.5 Return Policy (reference section 2.1.13) — Stocking items are returnable, Non-stocking items are not returnable

SERIAL 10018-C

SIMPSON TOOL BOX COMPANY, 2440 W. MCDOWELL ROAD, PHOENIX, AZ 85009-2909

1.5.1 Time limitations	30 days from receipt of merchandise
1.5.2 Restocking charge (if any)	In cartons like new - No restock fee / Damaged cartons or out of cartons up to 25%
1.7 Warranty (define)	Manufacturer's warranty on product / 180 days on labor
1.8 Additional Participating Locations:	PTO Sales 1215 W. Houston Ave, Gilbert, AZ 85233

Terms:	NET 30
Vendor Number:	W000005277 X
Telephone Number:	602-269-5769
Fax Number:	602-352-0042
Contact Person:	Gary Wieder
E-mail Address:	gary@aztrucks.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

SUNSOURCE / AIR-DRAULICS, 5750 W. ERIE STREET, CHANDLER, AZ 85226

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.27 VICKER PUMPS	1/10/2010	List	32%
ADDITIONAL MANUFACTURERS NOT LISTED			
1.1.1.105 - Poclain	1/1/2010	List	15%
1.1.1.106 - Fairfield	Jan-09	List	20%
1.1.1.107 - Permco	4/1/2009	List	
1.1.1.108 - Linde	1/1/2010	List	10%

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$65.00	/hr
1.2.2 County Facility	$95.00	/hr
1.2.3 Labor Rate for after hours/overtime (if different)	$75.00	/hr
1.2.4 Labor Rate for Field Service	$95.00	/hr
1.2.5 Labor Rate for Field Service overtime	$105.00	/hr

1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	NA	per mile	$	flat fuel charge

SUNSOURCE / AIR-DRAULICS, 5750 W. ERIE STREET, CHANDLER, AZ 85226

1.4 Business Hours	7:30 Am to 4:00 PM
1.5 Return Policy (reference section 2.1.13)	On approval per item/ restock charge may apply from Factory
1.5.1 Time limitations	Little onsite inventory
1.5.2 Restocking charge (if any)	Varies by Vendor
1.6 Additional Services Offered:	Hydraulic repair center for cylinders, pumps, valves, motors misc hydraulic components, all tested. Refurbish hydraulic Systems.
1.7 Warranty (define)	1 Year on Pump and Motor repair, 90 Days on cylinder Repair
1.8 Additional Participating Locations:	SunSource / Wistech 4810 South 36Th Street Phoenix, AZ 85040 602-243-4361

Terms:	NET 30
Vendor Number:	W000001452 X
Telephone Number:	480-763-0388
Fax Number:	480-763-0389
Contact Person:	Douglas Bendel
E-mail Address:	dbendel@sunsrce.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

THERMO KING WEST INC., 2239 N. BLACK CANYON HWY, PHOENIX, AZ 85009

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[ ]	[X]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.22 THERMO-KING	January 5, 2010	FLEET	

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$90.00	/hr		
1.2.2 County Facility	$90.00	/hr		
1.2.3 Labor Rate for after hours/overtime (if different)	Callout: $325.00 first 2 hours, $135.00 each additional hour			
1.2.4 Labor Rate for Field Service	$90.00	/hr		
1.2.5 Labor Rate for Field Service overtime	Callout: $325.00 first 2 hours, $135.00 each additional hour			
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	$1.05	per mile	$	flat fuel charge
1.4 Business Hours	8 a.m. to 5 p.m., Monday - Friday			
1.5 Return Policy (reference section 2.1.13)	14 days, no return on electrical components			
1.5.1 Time limitations	Cores must be returned within 90 days			
1.5.2 Restocking charge (if any)	15%			
1.7 Warranty (define)	90 days on parts and workmanship unless otherwise stated			
1.8 Additional Participating Locations:	Thermo King West - Tucson Thermo King West - Kingman			

SERIAL 10018-C

THERMO KING WEST INC., 2239 N. BLACK CANYON HWY, PHOENIX, AZ 85009

Terms:	NET 15
Vendor Number:	W000007209 X
Telephone Number:	602-403-8043
Fax Number:	602-278-8501
Contact Person:	James Cole
E-mail Address:	james_cole@tkwest.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

UTILITY TRAILER SALES CO.-AZ, 1402 N. 22ND AVENUE, PHOENIX, AZ 85009

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.26 MAXON LIFTS	1/1/2009	List	27.50%
1.1.1.31 PULL TARP	2/1/2008	Fleet	14%

Terms:	NET 30
Vendor Number:	W000007237 X
Telephone Number:	602-254-7213
Fax Number:	602-271-4128
Contact Person:	Rick Dolan
E-mail Address:	rdolan@utilityaz.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

VALLEY TRUCK & TRAILER SERVICE, 5228 N. TOM MURRAY AVENUE, GLENDALE, AZ 85301

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.50 CHASSIS/SUSPENSIONS	Dayton 4/5/10 & 2/12/10	Suggested List	50%

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$60.00	/hr
1.2.2 County Facility	$60.00	/hr
1.2.3 Labor Rate for after hours/overtime (if different)	$85.00	/hr
1.2.4 Labor Rate for Field Service	$75.00	/hr
1.2.5 Labor Rate for Field Service overtime	$95.00	/hr

1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	$	per mile	$35.00	flat fuel charge

1.4 Business Hours	7:00 am to 5:00 pm Monday thru Friday
1.5 Return Policy (reference section 2.1.13)	
1.5.1 Time limitations	6 Months
1.5.2 Restocking charge (if any)	0%
1.6 Additional Services Offered:	VIS Check - Vehicle undercarriage inspection system. Max. GVW shop equipped to handle 50,000 lbs.
1.7 Warranty (define)	6 months
1.8 Additional Participating Locations:	None

SERIAL 10018-C

VALLEY TRUCK & TRAILER SERVICE, 5228 N. TOM MURRAY AVENUE, GLENDALE, AZ 85301

Terms:	NET 30
Vendor Number:	W000015723 X
Telephone Number:	623-937-9454
Fax Number:	623-937-9755
Contact Person:	Peter Hokanson
E-mail Address:	phokanson@valleytruck.net
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

VANGUARD TRUCK CENTER OF PHX, 2402 S. 19TH AVE, PHOENIX, AZ 85009

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[ ]	[X]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[ ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[X]	%

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

PRICING SHEET: NIGP CODE 0600001

ITEM DESCRIPTION

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1.38 VOLVO	2010	List	-20%
1.1.1.39 MACK	2010	List	-20%

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:

1.2.1 Contractor's Facility	$110	/hr
1.2.2 County Facility	$115.00	/hr
1.2.3 Labor Rate for after hours/overtime (if different)	N/A	/hr
1.2.4 Labor Rate for Field Service	N/A	/hr
1.2.5 Labor Rate for Field Service overtime	N/A	/hr

1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	$1.00	per mile	$25.00	flat fuel charge

1.4 Business Hours	Mon-Fri 6:30am-12Mid Sat 7Am- 3:30PM
1.5 Return Policy (reference section 2.1.13)	30 days
1.5.1 Time limitations	30 days
1.5.2 Restocking charge (if any)	25%
1.6 Additional Services Offered:	Full line Body shop, alignment rack
1.7 Warranty (define)	1 year on parts installed in our shop 90 days on labor

SERIAL 10018-C

VANGUARD TRUCK CENTER OF PHX, 2402 S. 19TH AVE, PHOENIX, AZ 85009

Terms:	NET 30
Vendor Number:	W000014065 X
Telephone Number:	602-258-4500
Fax Number:	602-258-5905
Contact Person:	Sharon Rivera
E-mail Address:	srivera@vanguardtrucks.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

SERIAL 10018-C

ARIZONA MACHINERY 5511 N. 51ST AVE., STE.110 PHOENIX, AZ 85301

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

1.1 HEAVY TRUCKS, CONTSTRUCTION/AGRICULTURAL/INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET/EQUIPMENT

	CURRENT PRICE LIST AT DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1 Manufacturer			
1.1.1.4 JOHN DEERE - GREEN	5/12/2010	AMCO	0
1.1.1.36 WARN WINCHES	912427	List	20%

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:		
1.2.1 Contractor's Facility	$ 105.95	/hr
1.2.2 County Faclility	$ 129.95	/hr
1.2.3 Labor Rate for after hours/overtime (if different)	$ 158.92	/hr
1.2.4 Labor Rate for Field Service	$ 129.95	/hr
1.2.5 Labor Rate for Field Service overtime	$ 194.92	/hr
1.4 Business Hours	7-5 M-F, Saturday 7-9, Sunday Closed	
1.5 Return Policy (reference section 2.1.13)		
1.5.2 Restocking charge (if any)	25% on non-stock items	
1.7 Warranty (define)	90 Day	

PRICING SHEET: NIGP CODE 0600001

Terms:	NET 30
Vendor Number:	W000000852 X
Telephone Number:	(623) 936-7131
Fax Number:	(623) 936-2089
Contact Person:	David Tuttle
E-mail Address:	dtuttle@azmach.net
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

ADDED 01/27/2011

SERIAL 10018-C

ARIZONA TRUCK PROS 5511 N. 51ST AVE., STE.110 PHOENIX, AZ 85301

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

1.1 HEAVY TRUCKS, CONTSTRUCTION/AGRICULTURAL/INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET/EQUIPMENT						
		CURRENT PRICE LIST AT DATE OF ISSUE		**PRICE COLUMN TO BE USED**		**DISCOUNT (% OFF)**
1.1.1 Manufacturer						
1.1.1.36 WARN WINCHES		912427		List		(20%)
ADDITIONAL MANUFACTURERS NOT LISTED						
1.1.1.57 Tomar		15-May-09		List		Dealer
1.1.1.58 Tradesman		31-Dec-08		List		25%
1.1.1.59 Go Industries		1-Jun-08		Jobber		5%
1.1.1.60 Top Decl		8-May-08		List		15%
1.1.1.61 Xtreme Liners		4/1/2007		List		38%
1.1.1.62 Sure Fit		8-May-08		Jobber		10%
1.1.1.63 Fabrication				$50.00/hr		
NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE						
1.2 Labor Rate:						
1.2.1 Contractor's Facility		$50.00	/hr			
1.2.2 County Faclility		$50.00	/hr			
1.2.3 Labor Rate for after hours/overtime (if different)		$75.00	/hr			
1.2.4 Labor Rate for Field Service		$50.00	/hr			
1.2.5 Labor Rate for Field Service overtime		$75.00	/hr			
1.4 Business Hours		8-5 M-F				
1.5 Return Policy (reference section 2.1.13)		Yes, as long as parts are resaleble condition				
1.5.1 Time limitations		60 Days				
1.5.2 Restocking charge (if any)		None				
1.6 Additional Services Offered:		Installation of Auto & Truck Equipment & Emergency Lighting and Fabrication				
1.7 Warranty (define)		Manufactures Warranty				

SERIAL 10018-C

ARIZONA TRUCK PROS 5511 N. 51ST AVE., STE.110 PHOENIX, AZ 85301

PRICING SHEET: NIGP CODE 0600001

Terms:	2% 10 DAYS NET 30 DAYS
Vendor Number:	W000009324 X
Telephone Number:	(623) 435-0245
Fax Number:	(623) 435-0246
Contact Person:	Joel Delisle
E-mail Address:	aztruckpros@aol.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

ADDED 01/27/2011

SERIAL 10018-C

BEARCAT MFG., INC. 3650 SABIN BROWN RD. WICKENBURG, AZ 85390

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

1.1 HEAVY TRUCKS, CONTSTRUCTION/AGRICULTURAL/INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET/EQUIPMENT					
	CURRENT PRICE LIST AT DATE OF ISSUE		**PRICE COLUMN TO BE USED**		**DISCOUNT (% OFF)**
1.1.1 Manufacturer					
1.1.1.1 BEARCAT	10/1/2010		List		0.00%
NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE					
1.2 Labor Rate:					
1.2.1 Contractor's Facility	$ 95.00	/hr			
1.2.2 County Faclility	$ 95.00	/hr			
1.2.3 Labor Rate for after hours/overtime (if different)	$ 95.00	/hr			
1.2.4 Labor Rate for Field Service	$ 95.00	/hr			
1.2.5 Labor Rate for Field Service overtime	$ 95.00	/hr			
1.4 Business Hours	6an-4pm				
1.5 Return Policy (reference section 2.1.13)	Damaged goods not accepted				
1.5.1 Time limitations	60 Days				
1.5.2 Restocking charge (if any)					15%
1.7 Warranty (define)	12 Month Limited				

PRICING SHEET: NIGP CODE 0600001

Terms: NET 30

Vendor Number: W000002949 X

Telephone Number: (928) 684-7851

Fax Number: (928) 684-3240

Contact Person: Fred Anderson

E-mail Address: fanderson@bearcatmfg.com

Certificates of Insurance Required

Contract Period: To cover the period ending **July 31, 2013.**

ADDED 01/27/2011

SERIAL 10018-C

BINGHAM EQUIPMENT COMPANY 1655 S. COUNTRY CLUB DRIVE MESA, AZ 85210

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

1.1 HEAVY TRUCKS, CONTSTRUCTION/AGRICULTURAL/INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET/EQUIPMENT					
	CURRENT PRICE LIST AT DATE OF ISSUE		**PRICE COLUMN TO BE USED**		**DISCOUNT (% OFF)**
1.1.1 Manufacturer					
1.1.1.3 CASE	9/2/2010				0
1.1.1.6 KUBOTA/BOBCAT	8/1/2010				0
1.1.1.18 MASSEY FERGUSON	9/2/2010				0
1.1.1.56 BINGHAMNEW HOLLAND	10/1/2010				0
ADDITIONAL MANUFACTURERS NOT LISTED					
1.1.1.57 Landpride	4/1/2010				0
1.1.1.58 Woods	3/1/2010				0
1.1.1.59 Stihl	3/1/2010				0
NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE					
1.2 Labor Rate:					
1.2.1 Contractor's Facility	$ 95.00	/hr			
1.2.2 County Faclility	$ 115.00	/hr			
1.2.3 Labor Rate for after hours/overtime (if different)	$ 142.00	/hr			
1.2.4 Labor Rate for Field Service	$ 115.00	/hr			
1.2.5 Labor Rate for Field Service overtime	$ 142.00	/hr			
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	1st 20 mile free		per mile		flat fuel charge
1.4 Business Hours	7am-5pm M-F, 7am-12pm Saturday				
1.5 Return Policy (reference section 2.1.13)	New and Returnable				
1.5.1 Time limitations					
1.5.2 Restocking charge (if any)	20%				
1.7 Warranty (define)	Manufacture				

BINGHAM EQUIPMENT COMPANY 1655 S. COUNTRY CLUB DRIVE MESA, AZ 85210

1.8 Additional Participating Locations:	Bingham Eg.
	710 N. 195th Ave, Buckeye 85326
	Bobcat of Phoenix
	21828 N. 7th Street Phoenix 85624

PRICING SHEET: NIGP CODE 0600001

Terms:	NET 30
Vendor Number:	W000000918 X
Telephone Number:	(480) 969-5516
Fax Number:	(480) 610-4004
Contact Person:	Michael Clark
E-mail Address:	michael.clark@binghamequipment.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

ADDED 01/27/2011

EMPIRE SOUTHWEST, LLC P.O. BOX 2985 PHOENIX, AZ 85062

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

HYDRAULIC

1.1 HEAVY TRUCKS, CONTSTRUCTION/AGRICULTURAL/INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET/EQUIPMENT						
	CURRENT PRICE LIST AT DATE OF ISSUE		**PRICE COLUMN TO BE USED**		**DISCOUNT (% OFF)**	
1.1.1 Manufacturer						
1.1.1.2 CATERPILLAROFF ROAD EQUIPMENT	Maricopa County Pricing Files - Caterpillar Hydraulics		Column H		0%	*10% Discount for hoses and fittings. See program details below.
	Program ID NAT-HYD-26 NAT-MLP-206		**Program Description** HOSE COUPLING		**Discount %** 10 10	
NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE						
1.2 Labor Rate:						
1.2.1 Contractor's Facility	$88.30	/hr				
1.2.2 County Faclility	$88.30	/hr				
1.2.3 Labor Rate for after hours/overtime (if different)	$118.30	/hr				
1.2.4 Labor Rate for Field Service	$88.30	/hr				
1.2.5 Labor Rate for Field Service overtime	$118.30	/hr				
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	HOURLY CHARGE ONLY	per mile			HOURLY CHARGE ONLY	flat fuel charge
1.4 Business Hours	M-F 6am - 6 pm Sat 7am - 12 pm					
1.5 Return Policy (reference section 2.1.13)	See attached policy					
1.5.1 Time limitations	See attached policy					
1.5.2 Restocking charge (if any)	See attached policy					
1.6 Additional Services Offered:	Service after hours - Hydraulic hose after hours					
	Parts delivery - Free pickup and delivery on all hydraulic repairs					
1.7 Warranty (define)	6 months for parts/ 1 year for service					
1.8 Additional Participating Locations:	See attached					
	* Various locations state wide					

SERIAL 10018-C

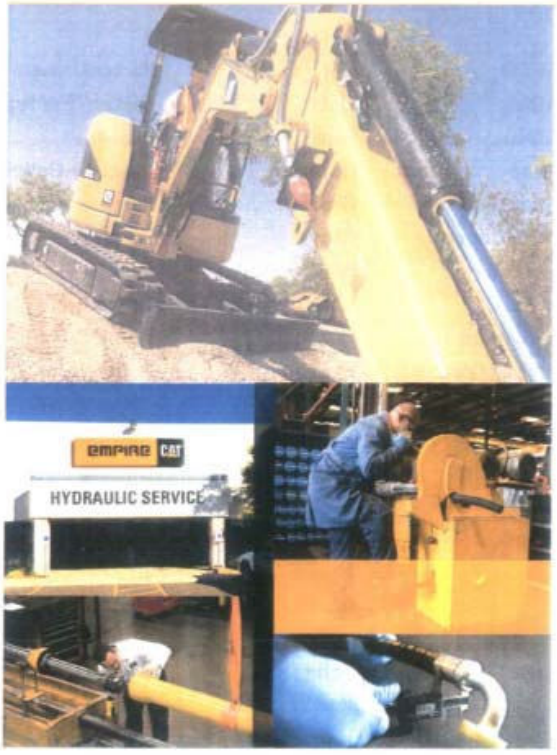
EMPIRE SOUTHWEST, LLC P.O. BOX 2985 PHOENIX, AZ 85062

empire CAT HYDRAULIC SERVICE

MESA – PEORIA – TUCSON

CYLINDER, PUMP AND MOTOR REBUILD | HYDRAULIC TESTING | EXTENSIVE PARTS INVENTORY | ALL MAKES/MODELS

ISO 9001:2000 REGISTERED



WHAT WE DO:

- Cylinder repair/rebuild for Caterpillar® and many other brands
- Stringent hydraulic testing
- Hoses and fittings for most makes, models, and applications
- Pump, motor, and valve repair

THE EMPIRE ADVANTAGE:

- ISO 9001:2000 Registered
- Hose-building in 30 minutes or less
- Over $1 million in parts stock
- Extensive inventory of exchange components and complete assemblies with as-new warranty
- Simple two-level exchange price schedule based on reusability
- One year warranty
- Rebuild components guaranteed to meet manufacturer's original performance specs
- Comprehensive customer service
- Free pick up and delivery in the Phoenix Metro area - Call for details

MESA: 1835 S. MacDonald Dr. | Mesa, AZ 85210
Phone: (480) 633-4700
Hours: 6am to 6pm Mon-Fri (Hose Shop open until 8pm)
After Hours Hydraulic Service: (602) 622-4757
After Hours Hose Service: (602) 622-4704

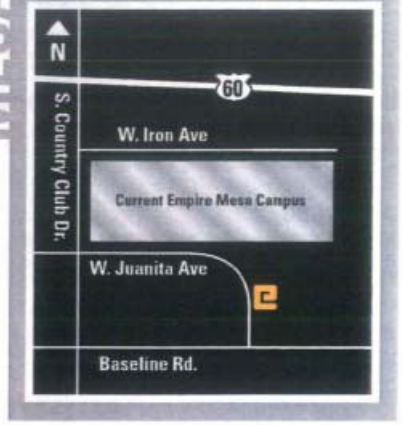
PEORIA: 9802 N. 91st Ave., #100 | Peoria, AZ 85345
Phone: (623) 707-1700
Hours: 6am to 5pm Mon-Fri
After Hours Hydraulic Service: (602) 622-4941
After Hours Hose Service: (602) 622-5693

TUCSON: 7600 S. Nogales Hwy. | Tucson, AZ 85756
Phone: (520) 746-8300
Hours: 7am to 3:30pm Mon-Fri (Hose Shop open until 5pm)
After Hours Hydraulic Service: (520) 631-5971
After Hours Hose Service: (520) 240-2512

1-800-EMPIRE-1 | www.empirecat.com

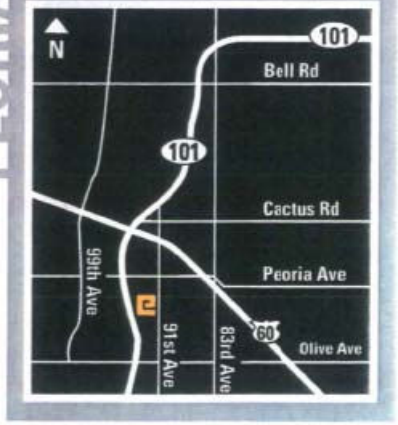
EMPIRE SOUTHWEST, LLC P.O. BOX 2985 PHOENIX, AZ 85062

MESA



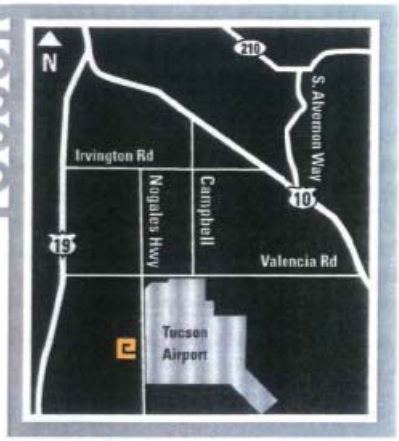
1835 S. MacDonald Drive, Mesa AZ 85210 (480) 633-4700

PEORIA



9802 N. 91st Ave., #100, Peoria AZ 85345 (623) 707-1700

TUCSON



7600 S. Nogales Hwy.,Tucson, AZ 85756 (520) 746-8300

EMPIRE HYDRAULICS PRODUCT LINE

Caterpillar is our main product line, but we do much, much more. We will service any of your hydraulic needs. These are just some of the fine products we work on:

Cylinders, Pumps, Motors, Hoses, Fittings, Repair Parts

AGCO
AGM
Allied
Altec
Atlas
Atlas Copco
Auburn
Baily
Balderson
Barber Greene
Bignozzi
Blaw-Knox
Bobcat
Bomag
Bosch
Braden/Paccar/
Gearmatic
Broce Mfg
Case
Caterpillar
Clark
Commercial/
Intertech
Continental
Cross
Cry Steel
Custom Hoist
Denison
Double D
Driltech
Dynapac
Dynapower
Dynex/Rivett
Enerpac
Entek
Fairfield
Fiat
Ford
Funk
Gomaco
Gradall
Grove
Heil
Hercules
Hitachi
Husco
Hyco
Hydratech
Hydreco
Hydro-Line
Hydura
Hyster
International
JCB
John Deere
Kawasaki
Kobelco
Komatsu
Kubota
La Bounty
Linde
Link Belt
Mega
Miller
Milwaukee
Mitsubishi
Muncie
NPK
Oilgear
P&H
Palmer Johnson
Parker
Parker/Gresen
Parker/TRW Ross
Peabody
Peabody-Galion
Permco
Poclain
Racine
Rexroth
Rome Plow
Sandvik
Sauer Sunstrand/
Danfoss
Sheffer
Sierra
Simplex
SPX/OTC/Power
Team
Stanley
Terex-O&K
Terreal
Torc-up
Trail King
Tyrone
Vickers/Eaton/
Charlynn
Voac
Volvo
Von Ruden
VT Leeboy
Webster
White
Woods/Gannon
Young

EMPIRE SOUTHWEST, LLC P.O. BOX 2985 PHOENIX, AZ 85062

MACHINERY

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT

	CURRENT PRICE LIST A0T DATE OF ISSUE	PRICE COLUMN TO BE USED	DISCOUNT (% OFF)
1.1.1 Manufacturer			
1.1.1.2.1 CATERPILLAR OFF ROAD EQUIPMENT	Maricopa County Pricing Files - Caterpillar	Column H	0%****

****Some discounts are available. Please see attachment

NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE

1.2 Labor Rate:				
1.2.1 Contractor's Facility	$96.35	/hr		
1.2.2 County Faclility	$128.85	/hr		
1.2.3 Labor Rate for after hours/overtime (if different)	$126.35	/hr		
1.2.4 Labor Rate for Field Service	$128.85	/hr		
1.2.5 Labor Rate for Field Service overtime	$163.00	/hr		
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	HOURLY CHARGE ONLY	per mile	HOURLY CHARGE ONLY	flat fuel charge
1.4 Business Hours	M-F 6am - 6 pm	Sat 7am - 12 pm		
1.5 Return Policy (reference section 2.1.13)	See attached policy			
1.5.1 Time limitations	See attached policy			
1.5.2 Restocking charge (if any)	See attached policy			
1.6 Additional Services Offered:	Service after hours			
	Parts delivery			
1.7 Warranty (define)	Standard - 6 months			
1.8 Additional Participating Locations:	See attached			
	* Various locations state wide			

EMPIRE SOUTHWEST, LLC P.O. BOX 2985 PHOENIX, AZ 85062

TRUCK & TRAILER

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: NO

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

1.1 HEAVY TRUCKS, CONTRUCTION / AGRICULTURAL / INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET / EQUIPMENT					
		CURRENT PRICE LIST AT DATE OF ISSUE	**PRICE COLUMN TO BE USED**		**DISCOUNT (% OFF)**
1.1.1 Manufacturer					
1.1.1.2 CATERPILLAR		***PLEASE SEE ATTACHED LISTS***			
1.1.1.35 SKIP-LINE					
1.1.1.50 CHASSIS/SUSPENSIONS		9/1/2009	See attached list		10%

ADDITIONAL MANUFACTURERS NOT LISTED				
1.1.1.57 Grote Lights		1/25/2010	see attached	5%
NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE				

1.2 Labor Rate:		***PLEASE SEE ATTACHED LABOR RATES***				
1.2.1 Contractor's Facility		$ 110.00	/hr			
1.2.2 County Faclility		$ 110.00	/hr			
1.2.3 Labor Rate for after hours/overtime (if different)		$ 137.50	/hr			
1.2.4 Labor Rate for Field Service		$ 110.00	/hr			
1.2.5 Labor Rate for Field Service overtime		$ 137.50	/hr			
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)			per mile	$25.00	flat fuel charge	
1.4 Business Hours		Monday - Friday 6am to 5pm				
1.5 Return Policy (reference section 2.1.13)		See attached policy				
1.5.1 Time limitations		See attached policy				
1.5.2 Restocking charge (if any)		See attached policy				
1.6 Additional Services Offered:		Service after hours				
1.7 Warranty (define)		6 months standard				
1.8 Additional Participating Locations:		840 N. 43rd Ave, Phoenix, AZ 85009				

EMPIRE SOUTHWEST, LLC P.O. BOX 2985 PHOENIX, AZ 85062

PRICING SHEET: NIGP CODE 0600001

Terms:	NET 30
Vendor Number:	W000002929 X
Telephone Number:	(602) 622-5655
Fax Number:	(602) 333-5666
Contact Person:	Bill Dixon
E-mail Address:	bill.dixon@empire-cat.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

ADDED 01/27/2011

SERIAL 10018-C

FALCON POWER INC. 1411 N. 27TH AVE PHOENIX, AZ 85009

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: NO
(Payment shall be made within 48 hours of utilizing the Purchasing Card)

1.1 HEAVY TRUCKS, CONTSTRUCTION/AGRICULTURAL/INDUSTRIAL PARTS, SERVICE AND ACCESSORIES FOR COUNTY FLEET/EQUIPMENT					
	CURRENT PRICE LIST AT DATE OF ISSUE		**PRICE COLUMN TO BE USED**		**DISCOUNT (% OFF)**
1.1.1 Manufacturer					
1.1.1.3 CASE	8/25/2010		List		0
1.1.1.13 DYNA PAC ROLLERS	**1/10/11**		**List**		**0**
NO ADDITIONAL CHARGES OTHER THAN THOSE LISTED ON THIS PRICING PAGE					
1.2 Labor Rate:					
1.2.1 Contractor's Facility	$90.00	/hr			
1.2.2 County Faclility	$110.00	/hr			
1.2.3 Labor Rate for after hours/overtime (if different)	$110.00	/hr			
1.2.4 Labor Rate for Field Service	$110.00	/hr			
1.2.5 Labor Rate for Field Service overtime	$110.00	/hr			
1.3 Mileage - 1st 20 miles free or a onetime flat fuel charge: (reference section 2.1.3)	$2.50	per mile		$	flat fuel charge
1.4 Business Hours	M-F 6am-5pm				
1.5 Return Policy (reference section 2.1.13)	None fo r stock items- 6 Months Special Order Items				
1.5.1 Time limitations	6 Months				
1.5.2 Restocking charge (if any)	15% Restock Fee				
1.6 Additional Services Offered:	Facility equipped to service 50 Ton Equipment				
	Falcon Power does not offer parts delivery service				
1.7 Warranty (define)	Standard 6 Month Parts Warranty				

FALCON POWER INC. 1411 N. 27TH AVE PHOENIX, AZ 85009

PRICING SHEET: NIGP CODE 0600001

Terms:	NET 30
Vendor Number:	W000000959 X
Telephone Number:	(602) 269-3221
Fax Number:	(602) 269-3696
Contact Person:	Dan French
E-mail Address:	df@falconpower.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **July 31, 2013.**

ADDED 01/27/2011

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
FREIGHTLINER, STERLING, WESTERN STAR OF ARIZONA, PHOENIX, INC.

[Work Orders]

See following pages (to be attached subsequent to execution).

CITY COUNCIL REPORT

SUBJECT:
Resolution 2998-811 - Intergovernmental Agreement with North Central Texas Council of Governments and Marketing Agreement with Utility Service Partners Private Label, Inc.

MEETING DATE:
August 8, 2011

TO: Mayor and Council

FROM: David Fitzhugh, Assistant City Manager (623) 333-1014

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff requests that the City Council adopt a resolution approving an Intergovernmental Agreement with North Central Texas Council of Governments and a Marketing Agreement with Utility Service Partners Private Label, Inc. relating to a National League of Cities sponsored water and sewer line warranty program, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

Residences and businesses connect to the city system with service lines and the owners are responsible for maintenance and/or repairs of the lines from the structure to the water meter or point of sewer connection at the right of way line. Service Line Warranties of America's (SLWA) Service Line Protection Program offers a low cost solution benefiting our residents with no adverse financial impact to the city.

Staff presented information to the City Council at the June 13, 2011 Work Session relating to a National League of Cities sponsored water and sewer line warranty program. The City Council directed staff to prepare contract documents for two agreements and return to Council for approval in August.

DISCUSSION:

The North Central Texas Council of Governments (NCTCOG) completed a Request for Qualifications selection process satisfying the State of Arizona and City of Avondale procurement requirements. NCTCOG and Utility Service Partners Private Label, Inc. (USP) entered into a Master Contract calling for USP to provide line repair coverage to homeowners residing within their jurisdiction for water lines and sewer lines. The Master Contract allows other qualified agencies to benefit from the NCTCOG's procurement process and contract with USP to provide similar services within their jurisdictions through an Inter-local Agreement with the NCTCOG and a Marketing Agreement between USP and the local agency. The City of Avondale will benefit from the services provided through the Master Agreement with USP. The initial term of the Master Agreement is three (3) years with a maximum of three (3) one (1) year renewals for a total, maximum term of six (6) years. NCTCOG's sole role will be to act as a facilitator only with regard to the program. The Marketing Agreement between USP and the City of Avondale shall control the nature and extent of services to be provided.

The second agreement is between the City and USP D/B/A Service Line Warranties of America (SLWA). The agreement allows USP to use the city name/logo, in conjunction with SLWA's logo, and

co-signed by the Mayor or City Manager on marketing materials sent to citizens. The city is, in effect, endorsing SLWA as the service provider for the warranty program. This agreement also includes a revenue-sharing clause where SLWA remits 12% of their revenue in exchange for the use of the City's logo and name in their marketing materials. Should the Council approve this item, SLWA will initiate their marketing program in coordination with our Community Relations and Public Affairs Department. SLWA will issue letters in mid September 2011 initially offering our residents warranty services for either water or sewer line warranties but not both. The second round of marketing is expected to begin in the spring of 2012 offering the other service line warranty. SLWA states this method results in the highest level of participation.

The Council will need to approve these agreements through two (2) separate motions.

BUDGETARY IMPACT:

There is no financial impact to the City.

RECOMMENDATION:

Staff recommends City Council adoption of a resolution approving an Intergovernmental Agreement with North Central Texas Council of Governments and a Marketing Agreement with Utility Service Partners Private Label, Inc. relating to a National League of Cities sponsored water and sewer line warranty program, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

- Resolution 2998-811
- Marketing Agreement - USP

RESOLUTION NO. 2998-811

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS RELATING TO A UTILITY LINE REPAIR PROGRAM.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The Intergovernmental Agreement with North Central Texas Council of Governments relating to a utility line repair program (the "Agreement") is hereby approved in substantially the form attached hereto as Exhibit A.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, August 8, 2011.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2998-811

(Agreement)

See following pages.

INTERLOCAL AGREEMENT
FOR A
COOPERATIVE PROGRAM
FOR

SERVICE LINE PROTECTION PROGRAMS

THIS INTERLOCAL AGREEMENT ("Agreement"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the North Central Texas Council of Governments, hereinafter referred to as "NCTCOG," having its principal place of business at 616 Six Flags Drive, Arlington, Texas 76011, and the City of Avondale, Arizona, a local government, as defined in the Act (a county, a municipality, a special district, junior college district or other political subdivision of the State of Texas or another state), hereinafter referred to as "Participant," created and operated to provide one or more governmental functions and services, and having its principal place of business at 11465 West Civic Center Drive, Avondale, Arizona.

W I T N E S S E T H

WHEREAS, NCTCOG is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, NCTCOG has performed the due diligence process for a Water Service Line Protection Program for local municipalities; and

WHEREAS, pursuant to the Act, NCTCOG is authorized to contract with eligible entities to perform governmental functions and services; and

WHEREAS, in reliance on such authority, NCTCOG has a cooperative program under which it contracts with eligible entities under the Act; and

WHEREAS, Participant has represented that it is an eligible entity under the Act, that by Administrative Action has authorized this Agreement on August 8, 2011, and that it desires to contract with NCTCOG on the terms set forth below; and

WHEREAS, NCTCOG's Executive Board approved a resolution to provide these services through interlocal agreements at its January 27, 2011 board meeting;

NOW, THEREFORE, NCTCOG and the PARTICIPANT do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Participant represents and warrants to NCTCOG that **(1)** it is eligible to contract with NCTCOG under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, junior college district, or other political subdivision of the State of Texas or another state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and **(2)** it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

NCTCOG and the Participant agree that this Agreement shall be governed by and subject to all applicable Texas and federal laws, statutes, rules and regulations in effect or promulgated during the term of this Agreement, whether or not cited herein, including the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Venue for the adjudication or resolution of any dispute arising out of this contract shall be in Tarrant County, Texas.

ARTICLE 3: WHOLE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete contract between the parties hereto regarding the subject matter herein described, and supersede any and all prior oral and written agreements between the parties relating to the matters set forth herein.

ARTICLE 4: MASTER CONTRACT

NCTCOG AND Utility Service Partners Private Label, Inc. ("USP") have entered into a Master Contract

calling for USP to provide line repair coverage to homeowners residing within the jurisdiction of the Participant for water lines and sewer lines as part of a protection program. Furthermore it is anticipated that USP will enter into Letters of Engagement (also known as Marketing Agreements) with subscribing Participants outlining the services to be provided to the citizens of Participant. The initial term of the Master Agreement is three (3) years with a maximum of three (3) one (1) year renewals for a total, maximum term of six (6) years. NCTCOG shall act as a facilitator only with regard to the program, it being understood that the direct contractual relationship between USP and the Participant shall control the nature and extent of services to be provided. NCTCOG shall have no direct contractual relationship with Participant regarding this service other than to facilitate the program.

Participants will be entitled to receive a portion of the revenues received by USP from citizens within their jurisdiction as more fully described in the Master Contract and the Letters of Engagement. No payments will be made by NCTCOG to the Participant or from the Participant to NCTCOG.

Participant desires to enter into this Contract with NCTCOG in order to utilize its procurement process of USP which authorizes the Participant to enter into a Marketing Agreement with USP to set forth the terms and conditions of marketing the Water Service Line Protection Program in the Participant's jurisdiction.

ARTICLE 5: ELECTION TO PARTICIPATE/TERMINATION.
By electing to execute this Agreement Participant acknowledges that it is subscribing to this service with USP for the term and upon the conditions set out in the Letter of Agreement and the adjoining Master Contract. NCTCOG and Participant may terminate this Agreement for any reason upon thirty (30) days prior written notice to the other.

ARTICLE 6: CHANGES AND AMENDMENTS
This Agreement may be amended only by a written amendment executed by both parties, except that any alternations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

**Denotes required fields*
NOTE: Facsimile copies of this document will not be acceptable as ORIGINALS.

*
Name of Participant *(local government, agency, or non-profit corporation)*

*
Mailing Address
*
City State ZIP Code

*By:
Signature of Authorized Official

*
Typed Name of Authorized Official

*
Typed Title of Authorized Official Date

North Central Texas Council of Governments
616 Six Flags Drive, Arlington, Texas 76011

*By:
Signature of Authorized Official

*
Typed Name of Authorized Official

*
Typed Title of Authorized Official Date

1533347.3

MARKETING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.
D/B/A SERVICE LINE WARRANTIES OF AMERICA

THIS MARKETING AGREEMENT (this "Agreement") is entered into as of August 8, 2011, between the City of Avondale, an Arizona municipal corporation (the "City") and Utility Service Partners Private Label, Inc. ("USP"), D/B/A Service Line Warranties of America, a Delaware corporation (the "SLWA").

RECITALS

A. The North Central Texas Council of Governments ("NCTCOG"), a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government, and USP have entered into a Master Contract whereby USP will provide line repair coverage to homeowners residing within the jurisdiction of various local governments for water line and sewer lines as part of a warranty protection program (the "Warranty Program").

B. The City has entered into an Interlocal Agreement with the NCTCOG in order to participate in the Warranty Program with USP D/B/A SLWA.

C. SLWA provides affordable utility service line warranties to consumers.

D. The City desires to enter into a Marketing Agreement with SLWA to set forth the terms and conditions of marketing the Warranty Program in the City.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the SLWA hereby agree as follows:

1. In consideration of the License Fee (as defined below) to be paid by SLWA to City, City has agreed to cooperate with SLWA in marketing SLWA's services to City's residents and homeowners (the "Residents").

2. City hereby grants to SLWA a non-exclusive license to use City's name and logos on letterhead and marketing materials to be sent to the Residents from time to time, and to be used in advertising, all at SLWA's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld.

City may, subject always to City's sole liability for damages to SLWA occasioned by such termination if such termination otherwise constitutes a breach hereof, terminate

this license at any time with or without cause effective immediately upon notice to SLWA, and may require SLWA to immediately cease using the City's name and logo, and to return to City, or to destroy, all materials bearing the City's name and logo. If such termination constitutes a breach of this Agreement, the sole remedy of SLWA is a right to seek damages incurred thereby.

3. As consideration for such license, SLWA will be liable to pay to City, within 30 days of the end of the final calendar quarter, 12% of the revenue from USP warranty subscriptions collected from the Residents during such calendar year (the "License Fee"), together with a statement certifying collections of such USP revenue, so long as this marketing agreement remains in effect. City will have the right, at its expense, to conduct an annual audit, upon reasonable notice and during normal business hours, of SLWA's books and records pertaining to sales and rentals to the Residents while this marketing agreement is in effect and for one year after any termination of this marketing agreement.

4. The term of this marketing agreement will be for one year from the date of the execution of the acknowledgement below and this agreement will then renew on an annual basis unless one of the parties gives the other advance written notice of at least 90 days that it does not intend to renew this marketing agreement. Either party may terminate this marketing agreement 30 days after giving notice to the other that the other party is in material breach of this agreement if such breach is not cured during such 30-day period. SLWA will be permitted to complete any marketing initiative initiated or planned prior to the effective date of any termination of this marketing agreement and shall pay the License Fee to the City for the calendar year in which this marketing agreement is terminated after which time, except for SLWA'S obligation to permit City to conduct an audit as described above, neither party will have any further obligations to the other and the license described in this letter will terminate.

5. SLWA shall indemnify, hold harmless, and defend City, its elected officials, appointed officials, and employees from and against any loss, claim, liability, damage, or expense that any of them may suffer, sustain or become subject to in connection with any third party claim (each a "Claim") in connection with, arising out of or by reason of this marketing agreement, other than a Claim arising from the gross negligence or willful misconduct of City, provided that the applicable indemnitee notifies SLWA of any such Claim within a time that does not prejudice the ability of SLWA to defend against such Claim. Any indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

6. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

7. The Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement 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 this Agreement on behalf of the City or any of

its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

8. To the extent applicable under ARIZ. REV. STAT. § 41-4401, SLWA shall, and shall cause its subcontractors to, warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). SLWA's or its subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City. The City retains the legal right to randomly inspect the papers and records of SLWA and SLWA shall obtain for the City the right to randomly inspect the papers and records of SLWA's subcontractors who provide services to SLWA in connection with this Agreement to ensure that SLWA and its subcontractors are complying with the above-mentioned warranty.

9. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, SLWA certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this section the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. §§ 35-391 or 35-393, as applicable. If the City determines that SLWA submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement.

10. 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.

11. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

12. This Agreement constitutes the complete contract between the parties hereto, and supersede any oral and written agreements between the parties relating to matters herein.

[SIGNATURES ON FOLLOWING THREE PAGE]

"SLWA"

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC. D/B/A SERVICE LINE WARRANTIES OF AMERICA, a Delaware corporation

By: Philip E. Riley Jr

Name: PHILIP E. RILEY, JR.

Title: PRESIDENT & CEO

STATE OF Pennsylvania)
) ss.
COUNTY OF Washington)

This instrument was acknowledged before me on July 21, 2011, by Philip E. Riley, Jr as President & CEO of UTILITY SERVICE PARTNERS PRIVATE LABEL, INC. D/B/A SERVICE LINE WARRANTIES OF AMERICA, a Delaware corporation, on behalf of the corporation.

Eva K. Stasko
Notary Public in and for the State of PA

My Commission Expires:

July 9, 2014

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Eva K. Stasko, Notary Public
Cecil Twp., Washington County
My Commission Expires July 9, 2014
Member, Pennsylvania Association of Notaries

[FIRST SIGNATURE PAGE TO AVONDALE/SLWA MARKETING AGREEMENT]

By: _____

Name: BRAD CARMICHAEL

Title: VICE PRESIDENT

STATE OF Pennsylvania)
) ss.
COUNTY OF Washington)

This instrument was acknowledged before me on July 21, 2011, by Brad Carmichael as Vice President of UTILITY SERVICE PARTNERS PRIVATE LABEL, INC. D/B/A SERVICE LINE WARRANTIES OF AMERICA, a Delaware corporation, on behalf of the corporation.

_____
Notary Public in and for the State of PA

My Commission Expires:

July 9, 2014

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Eva K. Stasko, Notary Public
Cecil Twp., Washington County
My Commission Expires July 9, 2014
Member, Pennsylvania Association of Notaries

[SECOND SIGNATURE PAGE TO AVONDALE/SLWA MARKETING AGREEMENT]

1533349.4

"CITY"

CITY OF AVONDALE, an Arizona municipal corporation

_____

Charles P. McClendon, City Manager

ATTEST:

_____

Carmen Martinez, City Clerk

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on _____, 2011, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

_____

Notary Public in and for the State of Arizona

My Commission Expires:

_____

[THIRD SIGNATURE PAGE TO AVONDALE/SLWA MARKETING AGREEMENT]

DEVELOPMENT SERVICES

SUBJECT:
Public Hearing and Resolution 2997-811 – Phoenix International Raceway Major General Plan Amendment (PL-11-0017)

MEETING DATE:
August 8, 2011

TO: Mayor and Council

FROM: Sue McDermott, Development Services Department Director and City Engineer (623) 333-4211

THROUGH: Charlie McClendon, City Manager (623) 333-1015

REQUEST: Adoption of Resolution 2997-811, amending the General Plan Land Use Map designation of property from Employment, Rural Low Density, and Open Space to Mixed Use.

PARCEL SIZE: Eleven parcels totaling approximately 590 net acres (618 gross acres)

LOCATION: Southwest corner of Avondale Boulevard and Indian Springs Road, intermittently abutting both sides of Indian Springs Road and extending roughly 2 ¼ miles to the west from the Avondale Boulevard bridge (Exhibits C and D).

APPLICANT: Ms. Carolyn Oberholtzer, Rose Law Group, PC (480) 505-3934

OWNER: International Speedway Corp/Phoenix Speedway Corp. (623) 463-5400

BACKGROUND:

The subject property is located at the southwest corner of Avondale Boulevard and Indian Springs Road and extends approximately 2 ¼ miles west from the Avondale Boulevard bridge crossing the Gila River. This request is for property located south of Indian Springs Road that is the location of Phoenix International Raceway (PIR), accessory uses related to the race track, and associated parking facilities. The request also includes several parcels located north of Indian Springs Road currently used for incidental parking and other race related uses. All of the parcels within the request are owned by Phoenix Speedway Corporation. The racetrack was built in 1963 and opened in 1964.

The portion of the property west of El Mirage Road was annexed on June 24, 1987. The remainder of the property east of El Mirage Road was annexed on August 6, 1990. Records indicate that the property has had its current zoning, a combination of A-1 (General Industrial) and AG (Agricultural) since 1990.

The City Council adopted the General Plan on June 17, 2002 and it was subsequently ratified by the voters on September 10, 2002. A significant component of the General Plan document is the Land Use Map, which illustrates Avondale's vision regarding the types of uses and densities desired in future development and redevelopment. In total, the 2002 General Plan Land Use Map utilizes 12 land use categories to ensure an appropriate balance of development occurs throughout the City.

The approximately 590 acre subject property is designated by the 2002 General Plan Land Use Map as a combination of the following land uses (Exhibit A):

- Employment (298 acres on the east side of the site): The Employment designation encourages facilities that provide employment opportunities. The types of uses allowed in the Employment category include general office and enclosed industrial uses, along with retail and commercial uses that support these primary employment uses.

- Rural Low Density Residential (228 acres on the west side of the site): The Rural Low Density designation allows for single-family detached dwelling units not to exceed a density of 1 dwelling unit per acre.

- Open Space (64 acres at the southeast corner of the site adjacent to Monument Hill): The Open Space designation is used to set aside areas of active and passive recreation for Avondale residents and to preserve areas of critical natural habitat.

Any requested change to the Land Use Map for properties over 40 acres constitutes a major General Plan Amendment. Major amendments require two public hearings before the Planning Commission and one public hearing before the City Council. Additionally, a two-thirds majority vote of the City Council (at least 5 of 7 Council Members) is required for approval.

Approval of this requested General Plan Amendment will change the designation of the entire 590 acres to Mixed Use (Exhibit B). The Mixed Use designation provides for a mix of high intensity uses with a retail commercial emphasis. Mixed uses may include commercial (retail/service/entertainment/ office), residential, hotel, and employment (light industrial, research and development) components. The applicant is concurrently pursuing a rezoning of the property to the City's new Major Sports and Entertainment District (MSED), a mixed use zoning district, pending approval of the General Plan Amendment. The rezoning application will be heard directly following the General Plan Amendment public hearing. Approval of both the General Plan Amendment and Rezoning are needed to allow PIR to commence immediate upgrades to the race track facility and longer term development of complimentary uses, such as commercial, office, and retail, on the remainder of the site.

A Development Agreement (Exhibit G) between the City and PIR was approved in 2010 which will remain in effect through December 31, 2020. The agreement requires the City to provide water and sewer service to the facility in return for the owner's pledge to enhance the existing racetrack and construct new facilities on site. The City is not required to complete street improvements as part of the agreement; street improvements will be the responsibility of the developer if a traffic study indicates that additional traffic lanes or other improvements are warranted as the result of new uses being added to the property. Enhancements to the current use of the property, as a race track, will not trigger the need for transportation related improvements to the adjacent roadways.

The uses and current zoning of the surrounding properties are as follows:

- **SOUTH:** The Estrella Mountain Regional Park, an outdoor recreational facility operated by the Maricopa County Park System. The property is located within Avondale's corporate limits and is zoned AG (Agricultural). The property is designated as Open Space on the General Plan Land Use Map.

- **WEST:**A non-platted Maricopa County island developed with single-family residences on lots that range between 1 and 5 acres in area and zoned Maricopa County Rural-43. This residential community was developed after PIR had already been in operation for a number of years. With the exception of a few small parcels, these lots are not located in the City of Avondale Planning Boundary and thus are not eligible for future annexation into the City.

- **NORTH:**Undeveloped land, the vast majority of which is in the Gila River floodway and undevelopable (except for potential riparian-related recreational uses). The parcels that have been annexed into the City feature AG (Agricultural) zoning. The remaining parcels which have not been annexed are zoned Maricopa County Rural-43.

- **EAST:** An undeveloped portion of the Gila River Indian Community and Monument Hill, an Arizona historical site which serves as the origin point of land surveying in the state. The portion of Monument Hill which lies within Avondale is zoned AG (Agricultural). The Gila River Indian Community reports no zoning in place for their adjacent property.

SUMMARY OF REQUEST:

The applicant has submitted a narrative (Exhibit F) requesting to amend the land use designation for the eleven subject parcels from a combination of Employment, Rural Low Density Residential, and Open Space to Mixed Use. As previously mentioned, the Mixed Use designation provides for a mix of high intensity uses with a commercial emphasis.

The applicant has submitted a rezoning request contingent upon approval of this General Plan amendment, to change the zoning from A-1 (General Industrial) and AG (Agricultural) to MSED (Major Sports & Entertainment). The rezoning request will be considered as a separate item following this application this evening. PIR Representatives have indicated that following approvals of both applications, planning and design will begin immediately to improve the existing PIR facility, including the possible construction of new grandstands, media facilities, an enhanced midway for race fans, etc. As part of a longer term development plan, PIR will study the development of new uses on what is currently land used solely for parking. These uses could include hotels, restaurants, retail, or light industrial uses that would benefit from being in close proximity to the track.

PARTICIPATION:

The 60 day notification of surrounding jurisdictions and public agencies, as required by State Statue, was transmitted on April 14, 2011. Fourteen cities, school districts, and other public entities were provided with a copy of the applicant's narrative and a short summary prepared by staff and asked to provide comments, if any, by June 16th. These entities were: Littleton Elementary School District, Arizona Department of Transportation (ADOT), Gila River Indian Community (GRIC), Maricopa Association of Governments (MAG), Arizona Game and Fish Department (AZGFD), City of Goodyear, City of Litchfield Park, Maricopa County Planning and Development, City of Tolleson, Arizona Bureau of Land Management (BLM), City of Phoenix, Tolleson Union High School District, Arizona Commerce Authority, and the Flood Control District of Maricopa County (FCDMC). Of these fourteen, the City received letters or emails from four (Exhibit H): the City of Litchfield Park, MAG, the Gila River Indian Community, and the Flood Control District of Maricopa County. None of these entities formally opposed the request. The letter from the Gila River Indian Community stressed the importance of the Estrella Mountains in their cultural landscape and asked that sight, sound, and physical impacts to the mountains be minimized and that unanticipated archaeological discoveries be reported immediately to the Tribal Historic Preservation Office. A stipulation to this effect will be included as part of the rezoning request. The letter from FCDMC expressed concern regarding the possible construction of structures within the floodway; the applicant addressed FCDMC's comments and considerably reduced their concern.

The applicant conducted a neighborhood meeting on Tuesday, April 12, at 6:00 P.M. in City Hall's Ocotillo Conference Room. Due to the large turnout, the meeting was moved to the Mesquite Conference Room at approximately 6:20 P.M. The meeting was advertised in the March 22, 2011 edition of the West Valley View. The property was posted on March 22, 2011. Additionally, 40 property owners within 500 feet of the subject property were notified of the meeting by letters sent on March 22, 2011. According to the sign in sheet provided by the applicant (Exhibit I), 23 citizens attended the neighborhood meeting. The majority of these attendees live in the non-platted County residential community to the west of PIR and came to the meeting to ask questions and express concerns about future development in the area. The applicant has provided a report (Exhibit J) that summarizes the questions and concerns raised at the meeting, which included topics such as the scope of what PIR will be developing, timing of development, drainage issues, provision of water, sewer, fire, and police services, ensuring that what PIR is proposing is indeed what will occur, and reducing negative effects on the adjacent residential properties.

Notice of the first Planning Commission hearing was published in the West Valley View on June 7, 2011. On June 2, 2011, the sign was updated to reflect the date and time of the Planning Commission meeting. On June 6, 2011, letters were mailed to the 40 property owners whose parcels were located within 500 feet of the subject property. No interested parties spoke on the item at the June 23rd special meeting (Exhibit K).

Notice of the second Planning Commission hearing was published in the West Valley View on July 5, 2011. On June 2, 2011, the sign was updated to reflect the date and time of the second Planning Commission meeting. On July 5, 2011, letters were mailed to the 40 property owners whose parcels were located within 500 feet of the subject property. One owner of property to the west of PIR addressed the Commission with four questions pertaining to the proposals. Staff was able to answer the citizen's questions during and after the meeting. No additional comments were received at that meeting.

A notice of this City Council hearing was published in the West Valley View on July 19, 2011. On June 2nd, the sign was updated to reflect the date and time of the City Council meeting. On July 19th, letters were mailed to the 40 property owners whose parcels were located within 500 feet of the subject property. No additional comments have been received to date.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on July 21, 2011, and voted 6-0 to recommend approval of this request with no stipulations (Exhibit L).

Commissioner Scibienski was excused from the meeting.

ANALYSIS:

The City Council must determine that the proposed amendment meets four findings prior to approving a General Plan Amendment request. The burden of proof rests with the applicant. Staff's analysis of each of the required findings is presented below.

1. The development pattern contained on the Land Use Plan inadequately provides the appropriate optional sites for the use and/or change proposed in the amendment.

- The General Plan Land Use Map shows several undeveloped areas appropriate for future mixed use development within the City. However, none of the existing Mixed Use sites are larger than 240 acres, far less than the acreage required for a national sporting venue such as PIR.

- Phoenix International Raceway is an existing facility and it is neither practical nor desirable to either the City or PIR to build a new facility in another location.

2.The amendment constitutes an overall improvement in the 2002 Plan and is not solely for the good or benefit of a particular landowner or owners.

- PIR generates a significant amount of economic activity for both the City of Avondale and the Phoenix region as a whole. However, because of the current General Plan and Zoning on the site, the property is underutilized. Amending the land use designation to Mixed Use and subsequently rezoning the property to the MSED Zoning District will enable PIR to create a destination environment which could draw people to the area on a more regular basis and help sustain the economic benefit to the City and region currently generated only during race weeks.

- The development of complementary uses around PIR will enable Avondale to capture a greater share of the economic benefit that currently escapes to surrounding cities and towns. A 2005

Arizona State study found that less than one percent ($1 million out of a total of $473 million) of the revenues generated by race weeks is a direct benefit to Avondale.

- The 2002 General Plan (Economic Development Theme, Growth Area Element, Table 10) encourages “raceway related tourist service and retail” uses in proximity to Phoenix International Raceway. The current land use designations (Employment, Rural Low Density Residential, and Open Space) are not ideal for supporting these types of uses. Under a Mixed Use designation, opportunities to develop the area with raceway related uses as identified in Table 10 will be more prevalent.

- PIR's planned investment to upgrade the facility and maintain its long term viability as a national venue will protect existing jobs at the raceway and should lead to additional jobs in the future as currently undeveloped portions of the site develop. The creation of additional jobs is likely to generate additional spending (and sales tax) within the City's borders. Also, in the very near term, new development will generate construction tax revenue, development fees, and permit fees that the City can use for capital improvement projects and operations.

3.The amendment will not adversely impact the community as a whole and/or a portion of the community by: (1) significantly altering acceptable land use patterns; (2) requiring large and more expensive public infrastructure improvements including, but not limited to roads, water, wastewater, and public safety facilities than would otherwise be needed without the proposed change, or (3) adversely impacting the existing land use.

- The PIR property represents approximately 3 percent of the City's total acreage and less than 2 percent of the City's total acreage in both the Employment and Rural Low Density Residential land use categories. It represents approximately 1/3 of one percent of the City's overall Open Space acreage. Changing these categories to Mixed Use on the subject site will not significantly alter the balance of the City's land uses or result in a shortage in land designated for Employment (1,277 mostly undeveloped acres remaining after change), Rural Low Density Residential (1,045 mostly undeveloped acres remaining after change), or Open Space (2,500 acres remaining after change).

- Currently, the west half of PIR is designated as Rural Low Density Residential. This property has been utilized for parking during major race events pre-dating the adoption of the 2002 General Plan. Because that land represents a significant portion of PIR's required race day parking, it is unlikely that rural-low density residential uses would ever be built on the property unless PIR were to cease operations at this location.

- The 2002 General Plan designates the PIR property and surrounding areas with a “growth area” designation. This designation denotes areas which are expected to become “areas of intense employment, retail, or mixed uses…” To facilitate such development and to achieve this goal requires appropriate land use designations. The current designations are contrary to the growth goals and the proposal will correct this inconsistency.

- The City is working closely with PIR and the Arizona Bureau of Land Management to create a local point of interest on Monument Hill and to facilitate development of a trail and informational markers designed to educate our residents and visitors to the area about the significance of Monument Hill. While the proposal does reduce the amount of Open Space designated in the City by less than one third of one percent, the opening of this feature will provide some usable, improved open space in a location that is currently not usable.

- PIR currently obtains water from a private well and disposes of waste through a septic system. The City has, as part of an approved Development Agreement, agreed to serve the property with standard water and sewer utilities of adequate capacity to handle existing and potential future development, eliminating the need for the private water and sewage systems. The City's

Engineering Department has stated that the improvements will be no larger or more expensive than if the PIR property were to develop with industrial and residential uses as the General Plan currently calls for. The City entered into the Development Agreement because the cost of the water and sewer infrastructure is likely to be offset over time by the increase in captured revenue that can be realistically expected.

- The adjacent roadways are sufficient to meet the current needs of the site. However, when future new uses are planned for the property, traffic studies will be required and transportation related improvements, such as the construction of new traffic lanes on Indian Springs Road, may be required.

- The proposal was reviewed by the City's Fire and Police Departments and it was determined that no additional facilities would be required at this time. During event weeks, temporary stations for public safety staff are placed on the site. During non-event times, private security is utilized by PIR on a 24/7 basis to ensure that the site is secure.

- The City is currently in the process of writing the General Plan 2030. With it, it is anticipated that a new land use designation called “Sports & Entertainment” will be created and applied to the PIR property if approved by the City Council and ratified by voters. As such, this amendment can be seen as an interim solution to allow PIR to proceed with upgrades until the new General Plan is adopted.

4.The amendment is consistent with the overall intent of the 2002 Plan and other adopted plans, codes, and ordinances.
The proposed amendment is consistent with many goals and objectives contained within the 2002 General Plan. These include, but are not limited to:

- ***Land Use Element, Goal #2: “Ensure land uses meet the long term social and economic goals of the community.”*** The proposed Mixed Use designation will allow PIR to create a more sustainable, year-round presence in Avondale likely to create jobs, infuse dollars into the local economy, and help establish Avondale as a year round destination.

- ***Economic Element, Goal #1, Objective B, Policy 1: “Support the development of ancillary commercial and tourism uses in the vicinity of Phoenix International Raceway.”*** The change to the Mixed Use designation will promote commercial uses and tourism in and around PIR where no such uses currently exist.

- ***Economic Element, Goal #2, Objective B: “Encourage development that will increase the City's sales tax revenues.”*** Facilitating complementary development in and around PIR will help the City capture tax revenues related to PIR events that currently escape to surrounding jurisdictions.

- ***Economic Element, Goal #2, Objective B, Policy 2: “Encourage mixed use developments that provide nearby “captive” markets for retail uses.”*** Applying the Mixed Use Designation to the PIR property takes advantage of the proximity of a huge economic engine to assist in the development and success of businesses that will thrive on visitors to the PIR facility.

- ***Cost of Development Element, Goal #2: “Preserve and enhance the existing level of public services for residents and businesses. Existing businesses are vital to our economic stability. We must continue to provide them with services that will retain them and support their growth.”*** PIR is amongst the most important existing businesses operating in Avondale. Provision of City services to the property, as agreed upon as part of the Development Agreement, is important to supporting PIR's continued growth as a local and regional economic engine.

- ***Open Space Element, Goal #1, Objective B, Policy 1: "Provide Avondale as a gateway to regional attractions, such as the Estrella Mountains, Agua Fria, Salt and Gila Rivers, and Phoenix International Raceway."*** PIR is known as a major sports venue in the Phoenix region and draws tens of thousands of spectators to events each year. Approval of this General Plan amendment will allow the surrounding areas to be enhanced with complementary uses and increase the presence of PIR as a sports & entertainment desination.

- ***Open Space Element, Goal #2: "Create non-motorized connections to open space, rivers, and mountains."*** Concurrent with the General Plan Amendment and Rezoning requests, the City and PIR are working in conjunction to build a pedestrian trail on Monument Hill. The trail will feature informational kiosks about the significance of this state landmark.

- ***Open Space Element, Goal #3, Objective B, Policy 1:"Require development around the Estrella Mountain foothills to retain corridors and provide unobstructed views of the mountains from public rights-of-way and private streets."*** This General Plan Amendment and subsequent rezoning to MSED (which requires view corridor analyses and specifies building orientation for tall structures) will ensure that view corridors are maintained and that tall buildings are oriented to minimize visual obstructions.

- ***Circulation Element, Goal #1, Objective C: "Encourage land development patterns that promote the efficient use of existing and proposed transportation facilities."*** Increasing the likelihood of intense development on the PIR property would be benefitted by future construction of SR30 (formerly SR801), an I-10 reliever freeway anticipated to be constructed by ADOT north of the Gila River.

Conclusion:

Based on the information provided by the applicant, the public input received and the staff analysis, staff recommends approval of the requested major General Plan Amendment.

RECOMMENDATION:

The City Council should conduct a public hearing and adopt Resolution 2997-811, approving Application PL-11-0015, a request to amend the General Plan Land Use Map for approximately 590 net acres/618 gross acres from Rural Low Density Residential, Employment, and Open Space to Mixed Use.

PROPOSED MOTION:

Reminder: A two-thirds majority vote of the City Council (at least 5 members) is required to approve Major General Plan Amendments.

I move that the City Council accept the findings and **ADOPT** Resolution 2997-811 approving Application PL-10-0015, a request to amend the General Plan Land Use Map for approximately 590 net acres/618 gross acres from Rural Low Density Residential, Employment, and Open Space to Mixed Use.

ATTACHMENTS:

Click to download

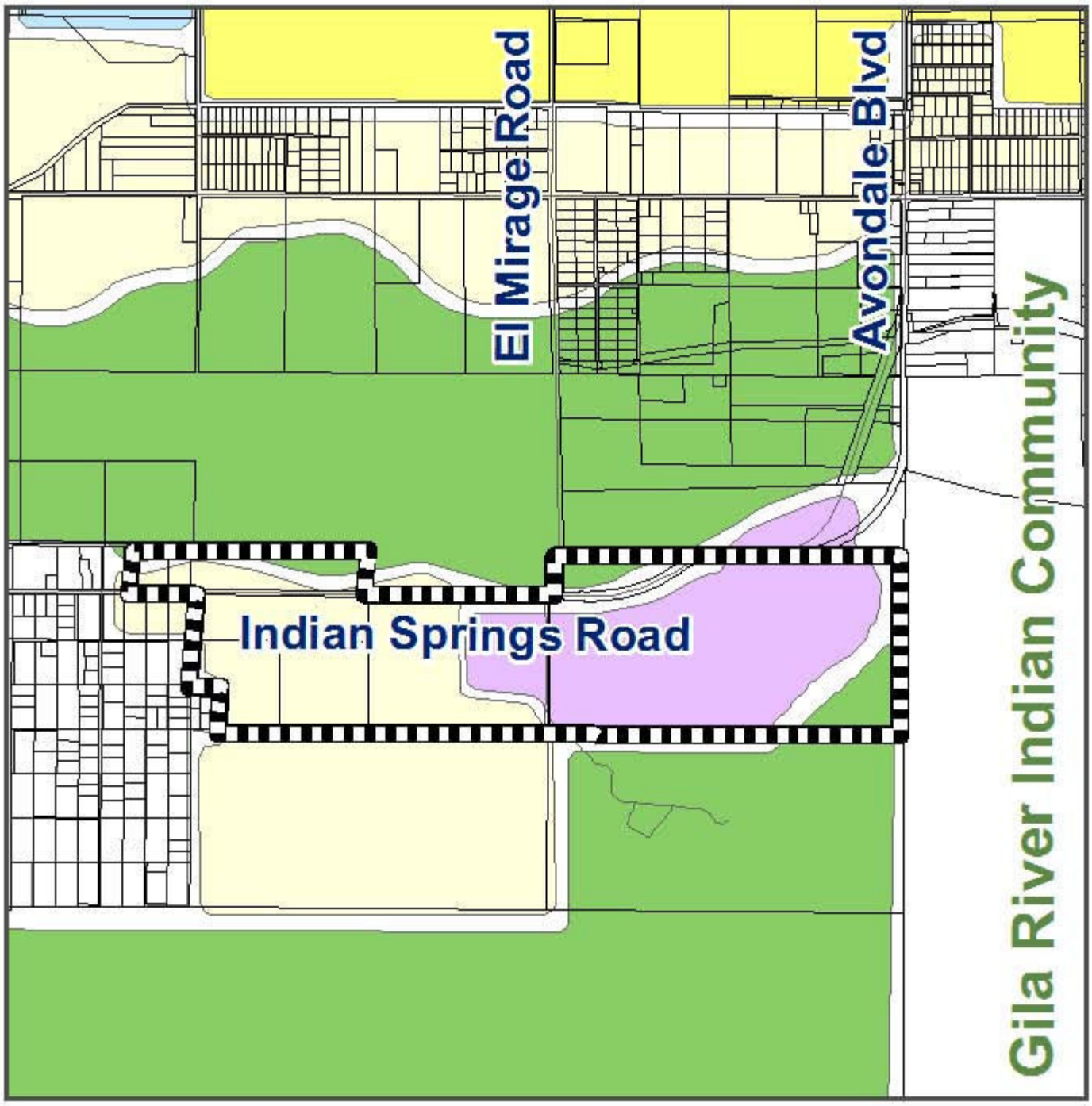
- Exhibit A - Current General Plan Land Use Map
- Exhibit B - Proposed General Plan Land Use Map
- Exhibit C - Zoning Vicinity Map
- Exhibit D - Aerial Photograph
- Exhibit E - Summary of Related Facts
- Exhibit F - Applicant's General Plan Amendment Narrative, date stamped April 13, 2011
- Exhibit G - Development Agreement between COA and PIR, approved on November 22, 2010

- Exhibit H - Review Letters from City of Litchfield Park, Gila River Indian Community, MAG, and Flood Control District of Maricopa County
- Exhibit I - Sign-In Sheet from Applicant's Neighborhood Meeting on April 12, 2011
- Exhibit J - Summary Report of Applicant's Neighborhood Meeting on April 12, 2011
- Exhibit K - Excerpt of Planning Commission Meeting Minutes from June 23, 2011
- Exhibit L - Excerpt of Draft Planning Commission Meeting Minutes from July 21, 2011
- Resolution 2997-811

PROJECT MANAGER:

Ken Galica, Planner II (623) 333-4019

Exhibit A



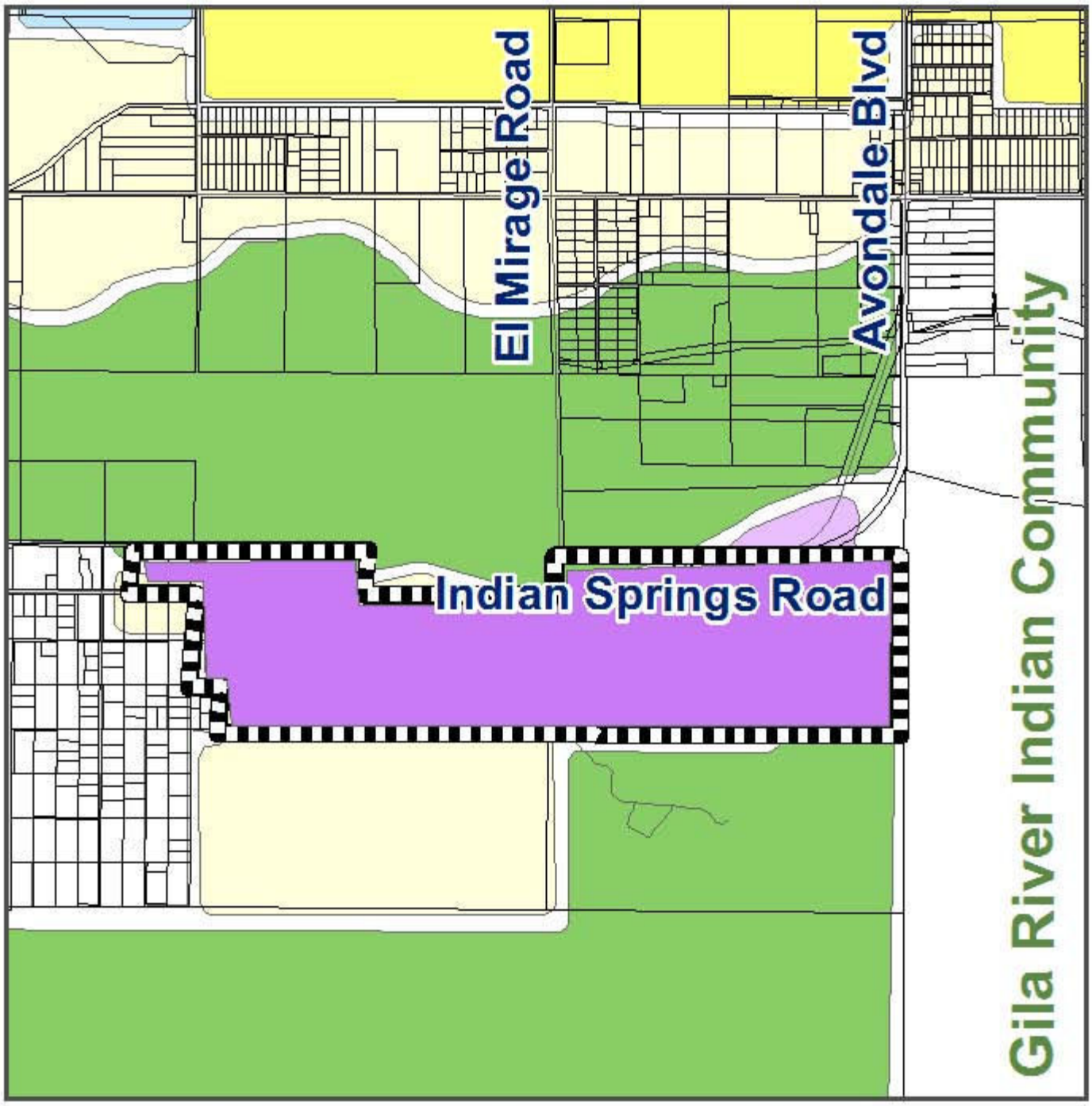
Existing Land Use Map

- Employment
- Mixed Use
- Low Density Residential
- Rural Low Density Residential
- Open Space
- Public Facilities

N

Subject Property

Exhibit B

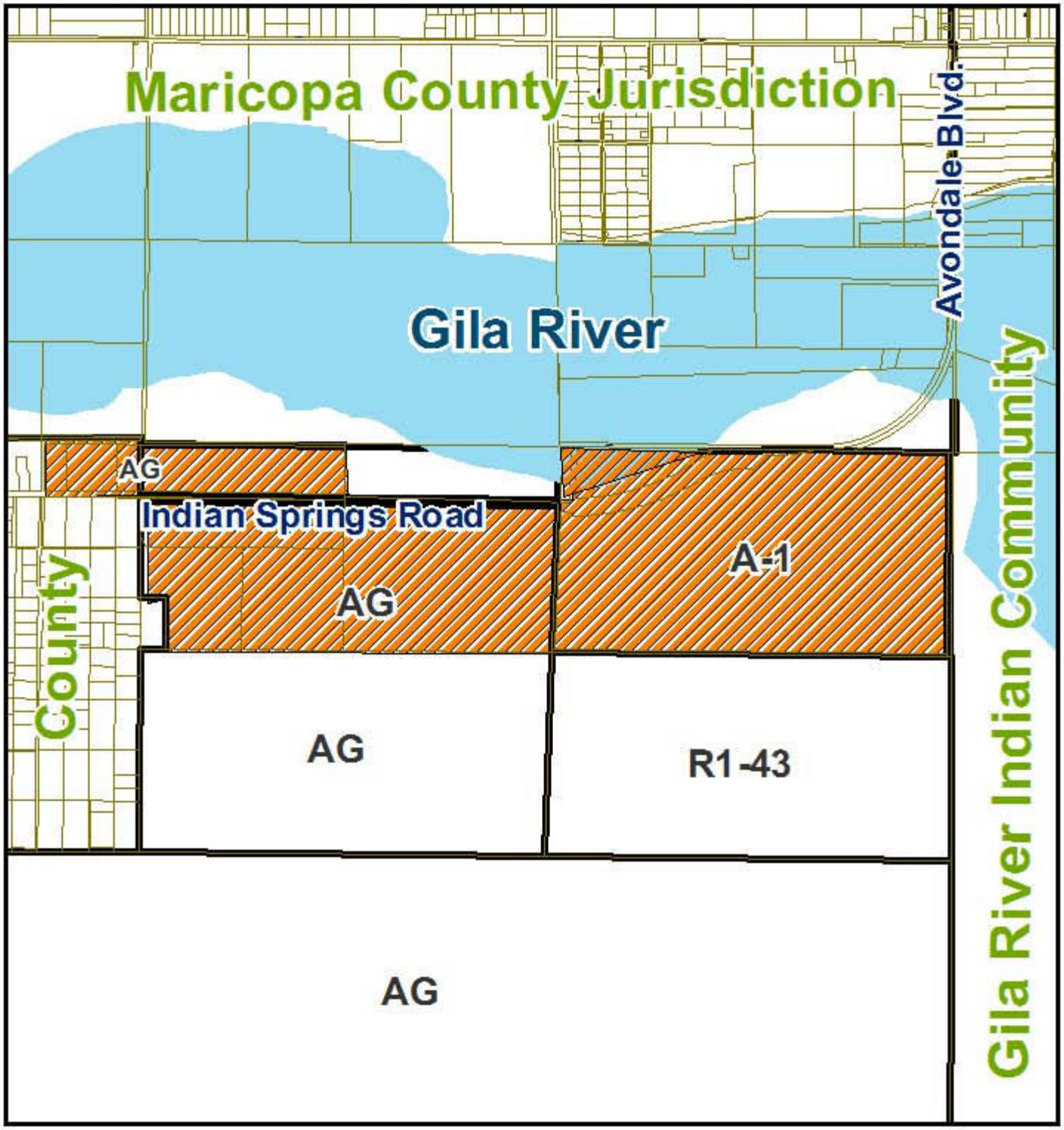


Proposed Land Use Map

Employment
Mixed Use
Low Density Residential
Rural Low Density Residential
Open Space
Public Facilities

Subject Property

Exhibit C

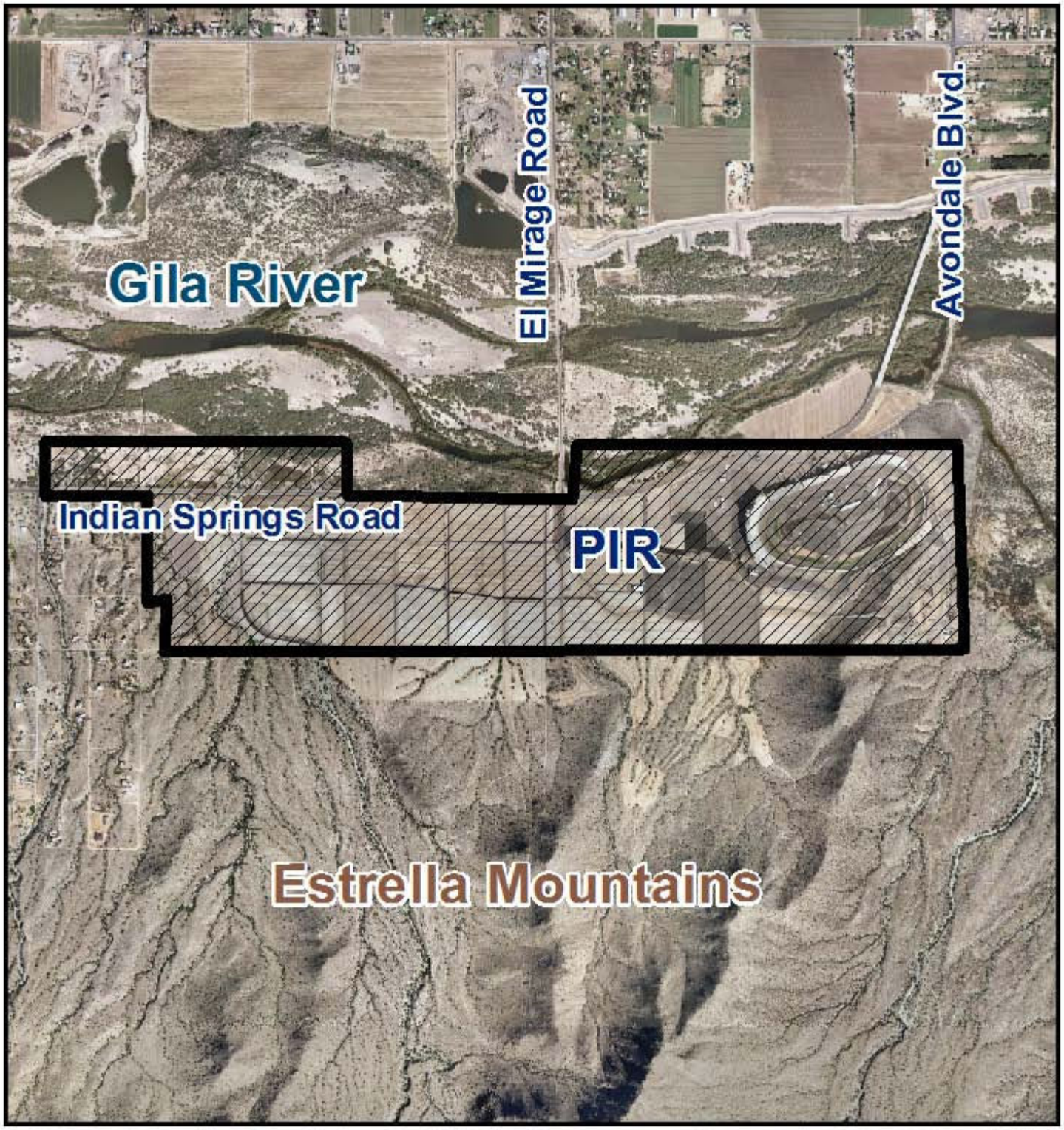


Zoning Vicinity Map

Avondale

Subject Property

Exhibit D



Aerial Photograph

Avondale

Subject Property

Exhibit E

SUMMARY OF RELATED FACTS

APPLICATION PL-11-0015

THE PROPERTY	
PARCEL SIZE	Eleven parcels totaling approximately 590 acres
LOCATION	Southwest corner of Avondale Boulevard and Indian Springs Road, intermittently abutting both the south and north sides of Indian Springs Road and extending roughly 2 ¼ miles to the west from the Avondale Boulevard bridge.
EXISTING LAND USE	Phoenix International Raceway (a motorsports venue), including accessory uses and associated parking facilities. The racetrack was built in 1963 and opened in 1964.
EXISTING ZONING	Approximately 290 acres are zoned A-1 (General Industrial) and the remaining 300 acres are zoned AG (Agricultural).
ZONING HISTORY	The portion of the property west of El Mirage Road was annexed on June 24, 1987. The remainder of the property east of El Mirage Road was annexed on August 6, 1990. Records indicate that the property has had its current zoning (combination of A-1 and AG) since 1990.
DEVELOPMENT AGREEMENT	A Development Agreement between the City and PIR was approved in 2010 and will be in effect through December 31, 2020. The agreement requires the City to provide water and sewer service to the facility in return for PIR to upgrade the facilities on the property, including the enhancement of the existing racetrack and construction of new facilities.

SURROUNDING ZONING AND LAND USE	
NORTH	City of Avondale AG (Agricultural) and Maricopa County Rural-43: Undeveloped land, the vast majority of which is in the Gila River floodway and undevelopable (except for recreational uses).
EAST	No zoning reported: Undeveloped portion of the Gila River Indian Community
SOUTH	AG (Agricultural): Estrella Mountain Regional Park, operated by Maricopa County
WEST	Maricopa County Rural-43: A non-platted Maricopa County island developed with single-family residences on lots that range between 1 and 5 acres in area. This residential community was developed after PIR had already been in operation for a number of years.
GENERAL PLAN	
The subject property is designated as a mix of Employment, Rural Low Density Residential, and Open Space on the General Plan Land Use Map. Approval of this General Plan Amendment will change the designation of the entire 590 acres to Mixed Use.	

PUBLIC SCHOOLS	
SCHOOL DISTRICT(S)	Littleton Elementary School District Tolleson Union High School District
ELEMENTARY SCHOOLS	Country Place Elementary School (Lower Buckeye and 99th Avenue)
HIGH SCHOOL	La Joya High School

ADJACENT STREETS	
Indian Springs Road	
Classification	Major Collector (Subject to Change if Development Increases Traffic Demand)
Existing half street ROW	70 Feet
Standard half street ROW	50 Feet
Existing half street improvements	2 through lanes, ½ center turn lane
Standard half street improvements	2 through lanes, ½ center turn lane, bike lane, curb and gutter, detached sidewalk, street lights and landscaping.

Utilities
The site is currently not connected to the City's water or sewer systems. As part of the Development Agreement approved in 2010, the City will extend water and sewer to the property in Indian Springs Road.

EXHIBIT F

April 2011

Major General Plan Amendment for

PHOENIX INTERNATIONAL RACEWAY

AVONDALE, ARIZONA

TDG
TERRAFORMA DESIGN GROUP

General Plan Amendment Narrative for

Phoenix International Raceway

AVONDALE, ARIZONA

Owner:

Phoenix Speedway Corp., A Delaware Corporation
dba Phoenix International Raceway
125 S. Avondale Blvd., Suite 200
Avondale, AZ 85323

Contact Information:
Scott Bullock
386.681.4013
Lee Baumgarten
623.463.5602

Applicant:

Rose Law Group, PC
6613 N. Scottsdale Road, Suite 200
Scottsdale, Arizona 85250

Contact Information:
Carolyn K. Oberholtzer
480.505.3934

Prepared By:

Terraforma Design Group LLC
60 East Rio Salado Parkway, Suite 900
Tempe, AZ 85281

Contact Information:
Bob Pikora
602.628.5328

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1 EXECUTIVE SUMMARY

Phoenix International Raceway ("PIR") is a one-mile oval race track located in southwest Avondale, Arizona and has been a major tourist attraction to the region since it opened in 1964. Originally, it was the home of major open-wheel racing for the Phoenix area and welcomed NASCAR's premier division in 1988. In 1997, PIR was purchased by International Speedway Corporation ("ISC"), and is owned and operated by Phoenix Speedway Corp., a wholly-owned subsidiary of ISC. The racetrack's rich racing history continues and hosts two annual NASCAR Sprint Cup events, as well as smaller, private competition and testing events throughout the year.

The NASCAR-sanctioned events offer national exposure to Avondale annually and draw fans and competitors from all over the world. In 2005, NASCAR added a second (spring) date to PIR's event schedule. That same year, PIR underwent several upgrades to the facilities, resulting in NASCAR drivers naming PIR as their "No. 2 Favorite Race Track" in a 2007 Sports Illustrated survey. PIR wants to be "No. 1" on that next survey and is planning track improvements necessary to maintain PIR's reputation as a premier motorsports venue and ultimately as a significant economic generator for the State of Arizona and the City of Avondale.

In a 2005 study by ASU's W.P. Carey School of Business, it showed PIR's economic impact to the state at $473 million a year from the two major NASCAR events, and about $1 million a year for the City of Avondale. *(Arizona Republic, Nov. 20, 2010).* While PIR and the local community have mutually benefited from the track's continued success, the long-term sustainability of PIR is predicated on its ability to compete in today's market by providing a high quality experience that not only meets expectations of the sophisticated Arizona sporting fans, but also strives to capture long-term loyalty through the continual introduction of unique and innovative offerings. Near term, proposed facility improvements include new grandstand seating, repaving and reconfiguring of the race track, and improving the infield with new competitor garages, media center, and increase the fan experience. Into the future, additional employment, commercial and retail uses are envisioned on the property to enable the property to become a year-round attraction.

In 2010, City of Avondale staff (the "City"), and PIR began taking the steps to prepare for future improvements to the property by completing a Development Agreement between the City and PIR. Additionally, the Avondale City Council adopted the Major Sports and Entertainment District ("MSED") zoning text amendment in December 2010, which is designed to accommodate the unique demands and impacts of facilities conducting major sports and entertainment events and mixed use and/or destination-type entertainment developments much like PIR.

This Major General Plan Amendment application ("GPA") is the first step required to facilitate the future expansion of PIR and if approved, will designate the property ("the "Property"), as described in the Legal Description and Exhibit (see Appendix A), as Mixed Use, which will also enable a future rezoning of the Property to the new MSED zoning classification. The combination of these entitlements will enable PIR to upgrade the facilities and expand the uses to allow for the development of a comprehensive, mixed use venue and enable it to compete with motorsports venues nationwide.

2 SITE ANALYSIS

PROPERTY DESCRIPTION

Located at the intersection of Avondale Boulevard and Indian Springs Road, the Property sits at the foot of the Estrella Mountains, just south of the Gila River (See Figure 1 Regional Vicinity Map). The Property is approximately 590 acres including the main track facility, the midway, spectator grandstands, various other viewing areas, and vehicular parking. Set in the foothills of the Estrella Mountains in the City of Avondale, the beauty of the surrounding area is a defining characteristic of PIR, making it unique amongst all race facilities in the NASCAR circuit. Hillside Terrace seating is available along Monument Hill, between Turns 3 and 4, offering a unique viewing opportunity. An exclusive RV vista, "The Perch" is available for a limited number of fans near the entrance to Turn 3. Race viewing is also available from the infield where race fans and competitor teams, corporate sponsors, and race officials congregate. A tunnel was built in 2003 under Turn 4 to provide both vehicular and pedestrian access to the infield.

RELATIONSHIP WITH SURROUNDING PROPERTY

Properties along PIR's northern boundary are within the City of Avondale's planning area; however, they are located within the jurisdiction of the State and Maricopa County (the "County") controlled land. The area is primarily located within the flood limits of the Gila River, with limited development potential. Near the northeast corner of the property is the confluence of the Salt and Gila Rivers. Along the east, the property abuts the Gila River Indian Community. To the west, PIR is bordered by residential development located in unincorporated Maricopa County on acre-plus lots. This property is designated as Rural Low Density Residential on the City's General Plan. To the east, the Property is adjacent to the Gila River Indian Community which is undesignated on the City's General Plan because it is an Indian Community. To the south, PIR is bordered by 320 acres of State Trust Land and the Estrella Mountain Regional Park (the "Park"), which is designated as Open Space on the City's General Plan. The Park defines the northern edge of the Avondale's south planning area, and abuts PIR's southern property boundary. It is accessed via the extension of El Mirage Road through PIR, offering day use trailheads for hiking and mountain biking as well as equestrian trails. Developed camping areas with water and power hook-ups are also available, which are utilized during the major race weekends at PIR. The State Trust Land along the western half of the southern property boundary is utilized as an extension of camping areas during race weekends and is designated as Rural Low Density Residential and as a "Potential Resort" in the General Plan.

The adjacent areas north and south of PIR under the ownership of Arizona State Trust Land are not owned by Phoenix Speedway Corp, thus are not included in this GPA and the subsequent rezoning application. Lease agreements with the State allow PIR to utilize these areas.

EXISTING INFRASTRUCTURE

Streets

Access to PIR is gained via three major arterial roadways: Avondale Boulevard, Indian Springs Road, and El Mirage Road. Avondale Boulevard and El Mirage Road are north/south roadways, with Indian

Springs Road as the east/west route linking the two. Avondale Boulevard transitions to Indian Springs Road via a radius curve south of the Gila River at the northeast corner of the Project site. Multiple driveway ingress points are located along Indian Springs Road. At this time, no improvements to these roadways are planned since the existing street infrastructure is sufficient to meet current operations.

Site Circulation and Parking

A traffic management plan is in place to address race day circulation and parking. During race events, vehicular ingress/egress to the PIR facility is managed in close coordination with the City of Avondale Traffic Management, Maricopa County Department of Transportation ("MCDOT"), and is executed by the Maricopa County Sheriff's Department ("MCSO"), the City of Avondale Police Department, the City of Goodyear Traffic Engineering, the Arizona Department of Transportation ("ADOT"), and the Arizona Department of Public Safety ("DPS") to direct spectators in and out of area.

Race-day visitors are encouraged to use routes identified in the management plan, and utilize park-and-ride lots. PIR utilizes shuttles between events and offsite park and ride stations located near Interstate 10 ("I-10") at 83rd Avenue. General ticket holders are directed to enter the facility from Indian Springs Road, approaching from the west. VIP ticket holders are provided passes that permit access to the facility from Avondale Boulevard, approaching from the north. During race weekends, a tram operates within the parking areas to facilitate the movement of spectators across the property. The County and State have traffic alert teams on stand-by for the NASCAR events.

Public Safety

Public safety and security at PIR are a priority for normal day-to-day activity, special events and during race events. A private security firm provides 24-hour, 7 days a week service during non-event weeks, with increased security presence when events are occurring.

Police protection during major events is provided by officers and deputies from MCSO and managed by PIR's Manager of Security. For smaller or special events, PIR's Track Rental Manager and Operations Director organize the security, police protection and emergency services.

The City of Avondale provides fire and ambulance service during NASCAR racing events. Staff at PIR assist the City with opening and locating temporary fire stations for fire trucks, paramedic and ambulance equipment, and personnel. Should emergency medical evacuation by helicopter be required, a special PIR team coordinates the flight from the landing pad inside the racetrack.

Drainage

Several channels have been constructed on-site to intercept the storm water runoff and discharge the intercepted water north of Indian Springs Road. These channels were located to mitigate the effects of storm water runoff on the PIR property, primarily the parking areas. These channels are regularly cleaned and maintained to ensure the channels operate at full design capacity. No new drainage facilities are proposed with this application and when new uses are introduced on the site in the future, appropriate drainage facilities will be incorporated where applicable.

A large underground storm water drainage system has been constructed with the capacity to drain the

track infield. This storm system drains to the northeast and outfalls on Arizona State leased land in the area designated as competitor parking.

Water

The Property currently utilizes a combination of truck-delivered potable water and well-water to meet its water demands. Well water is used for irrigation and dust control, as well as fire protection and limited domestic uses. Truck-delivered potable water is used for human consumption and to supplement domestic uses. In order to provide sufficient water service for any future improvements, the City has agreed to provide water infrastructure improvements to meet the required water flow demands.

At such time as the City water service becomes available, PIR will cease to use its two existing wells for domestic uses, which are located south of Indian Springs Road. Each is approximately 350-feet deep with a capacity of 450 GPM. A single well is sufficient to meet PIR's needs when events are not taking place. The second well is used to supplement the first during race events. Water from the wells is taken to a 100,000-gallon three-tank reservoir, and then pumped south to a recently constructed 600,000 gallon holding tank which ultimately services the facility.

Wastewater

Currently, the wastewater system consists of multiple collection systems that convey sewage to septic tanks and infiltration or leach fields. To prevent surcharging of the leach fields during an event, sewage is periodically removed from several manholes by vacuum trucks. The City has agreed to provide wastewater infrastructure improvements that will provide sufficient sewer utility service to meet the minimum flow requirements in accordance with a Development Agreement between PIR and the City. As wastewater infrastructure becomes available, PIR will connect to this infrastructure.

3 PROPOSED AMENDMENT AND CONCEPTUAL DEVELOPMENT PLAN

In the week leading up to either of the NASCAR events, PIR's landscape transforms into a hub for the racing enthusiast community. The race in February and the annual fall NASCAR weekend in November include races in the NASCAR Sprint Cup Series, NASCAR Nationwide Series, and NASCAR Camping World Truck Series. These are two of the largest events in the entire state. The November race weekend is the semi-final stop in the Chase for the Sprint Cup generating significant national and local interest as contenders vie for the championship.

For the 2011 NASCAR schedule, the spring event has moved from April to February. The result is that the Avondale races will be the first and last stop NASCAR makes in the West. In a NASCAR press release from August 12, 2010, Bryan Sperber, President of PIR stated, "PIR's two Sprint Cup events provide a shot-in-the-arm for our local economy at a time when it's most needed."

While PIR and the local community have mutually benefited from PIR's historic success, the future success of PIR is based on its ability to compete in today's racing market. To do so, PIR must provide the highest quality entertainment product and offer spectators a premium experience. The proposed improvements ensure that PIR remains competitive with other sports venues for years to come and include constructing new grandstand seating, repaving and reconfiguring of the race track, improving the infield with new competitor garages, media center, and increasing the fan experience (See Figure 2 Conceptual Development Plan). PIR also anticipates future development to include hotels, offices, and retail uses. This will create an unparalleled racing experience unique here in the Southwest. Upon approval of this amendment, the applicant will continue working with City staff throughout the zoning and building process to ensure that the improvements discussed herein comply with the City's vision and enhance the character of the area.

THE REQUEST

The current General Plan designates the Property as a combination of Employment, Rural Low Density Residential and Open Space land uses (See Figure 3, Existing General Plan). Since both the Rural Low Density Residential and Open Space land uses are not consistent with the long-term operations of large sporting venues and their associated improvements, a major amendment to the 2002 General Plan is needed to facilitate improvements and continued investment. Accordingly, the applicant is requesting to amend the 2002 General Plan land use designations on the Property from Employment, Rural Low Density Residential and Open Space to the Mixed Use category (See Figure 4, Proposed General Plan).

City staff is in the process of revising the City's General Plan ("Avondale 2030"). Final approval by voters is expected following approval by City Council in 2012. Under Avondale 2030, the proposed land-use designation for the PIR Property is recommended to be "Sports and Entertainment"; however until ratification occurs, any rezoning of the Property must be consistent with the 2002 City of Avondale General Plan (2002 General Plan).

The Mixed Use category allows employment, office, retail and residential uses, and is the most appropriate land use designation for the Property until the Sports and Entertainment land use in the

Avondale 2030 plan is applied. Further, the change to Mixed Use is necessary to facilitate a future rezoning of the property to the new MSED zoning classification. The combination of these entitlements will enable PIR to upgrade the facilities and expand the uses to allow for the development of a comprehensive, mixed use venue and enable it to compete with motorsports venues nationwide.

AMENDMENT CRITERIA

The proposed Amendment is consistent with the criteria for a Major Plan Amendment as outlined below:

1. **The development pattern contained on the Land Use Plan inadequately provides the appropriate optional sites for the use and/or change proposed in the amendment.**

   - Phoenix International Raceway is an extremely unique facility with a reputation for its beautiful setting and track design. As such, moving to another location is neither desireable nor practical. A major sports and entertainment venue such as PIR requires significant market study, time, and capital investment to ensure a successful venue.

     There are other Mixed Use designated areas within the City of Avondale, but are not adjacent to PIR nor contain a similar land area. The largest single, contiguous area with the Mixed Use designation is approximately 240 acres located west of 99th Avenue, between Indian School Road and Thomas Road. Generally, this location does not fully contain the land area required for a facility the size of PIR. Considering the environmental locale, community impact, technological prerequisites, and the lack of contiguous groupings of Mixed Use parcels equal to the current size of PIR, it is not feasible for PIR to relocate elsewhere within the City.

   - While PIR's race events provide a major economic boon to Avondale, the Property is under-utilized for the majority of the year due to the current land use designations. The two NASCAR events increase employment and commercial activity leading up to, during, and immediately following race weekends, but these increases are not sustained throughout the year. Amending the land use designation to Mixed Use will enable PIR to develop as a destination-type entertainment facility. Further, the Avondale 2030 Plan anticipates this Property as a destination facility and upon ratification of that Plan, the PIR Property will be in conformance with Avondale 2030.

2. **The amendment constitutes and overall improvement to the 2002 Plan and is not solely for the good or benefit of a particular landowner or owners.**

   - The Amendment constitutes an overall improvement to the 2002 Plan. Specifically, the 2002 Plan seeks to *"encourage tourist and raceway-related development within the Phoenix International Raceway Growth Area*" (see Growth Areas Element). While the Employment category encourages general office and enclosed industrial uses, along with retail and commercial uses that support these primary employment uses, it does not support tourist

development such as hotel/motel or a diverse range of employment and retail uses like those allowed within the Mixed Use category. Under the Mixed Use designation, PIR will remain an employment area but will also grow to its full potential and offer expanded commercial and entertainment/tourist capabilities for long-term sustainability.

- A study by ASU's W.P. Carey School of Business in 2005 showed PIR's economic impact on Arizona to be $473 million annually, about $1 million of which goes directly to Avondale. *(Arizona Republic, Nov. 20, 2010).* Furthermore, the study showed that out-of-state visitors attending PIR events directly and indirectly spend $160 million annually on goods and services associated with the raceway including dining, entertainment, lodging, recreation, and shopping throughout the Valley. Approving the Mixed Use designation will enable Avondale to capture more of the dollars spent in conjunction with race events locally and grow its economic base.

- By offering office, commercial, and hospitality uses at the site, PIR may bring about activity on the Property at other times of the year, and run on a continuous basis to further stimulate economic activity. In particular, motorsports specialty offices and commercial activities located at PIR will likely attract niche businesses that seek to locate at this type of facility, but are now at other locations around the country that are able to accommodate such tenants. This increased activity at PIR may assist in the realization of additional economic benefit, not only to Avondale but to Arizona as well.

- The Mixed Use designation offers diversity in land use and employment potential not previously realized at PIR, which could also assist in lessening the impact to Avondale's economy from future market fluctuations. Specifically, the 2002 General Plan Economic Element recognizes that "a mix of employment and industrial activities in the City will also help to protect City finances from economic downturn, which affect some, but not all, sectors of the economy and provide a variety of jobs at a wide range of salary levels. Retail activities add to the job base and provide sales tax that contributes revenue to the general fund to help pay for services, such as police, fire, planning, arts, culture, recreation, and general City administration."

- The investment in improvements to maintain PIR's viability can be seen as a catalyst for long-term job creation at the facility and may also encourage additional capital investment or development activity in other areas, such as Old Town, along Avondale Boulevard and City Centre.

- Approval of the amendment, and subsequent rezoning application to the MSED would enable PIR to commence upgrades to the facilities beginning in 2011. The new development would bring in much-needed construction taxes, development impact fees, along with plan review and permit fees into the City. (Arizona Republic, Nov. 20, 2010.)

3. **The amendment will not adversely impact the community as a whole and/or portion of the community by:**

A) Significantly altering the acceptable land use patterns.

- The proposed amendment has no impact on the potential housing mix in the City as there is a significant amount of Rural Low Density Residential acreage remaining within the City that is available for immediate and future development (*see* Table 1, Land Use Category Comparison). Additionally, the Property represents only about three percent (3%) of the City's total acreage, and less than two percent (2%) of the City's total acreage in the Employment and Rural Low Density Residential categories, and one-third of one percent (0.33%) for Open Space. Therefore, changing these uses to Mixed Use will not significantly alter the balance of the City's various land use categories.

- The proposed amendment will not significantly alter the overall mix of housing in the city. Currently, the west half of PIR is designated Rural Low Density Residential, and has been utilized for parking during the major race events pre-dating the 2002 General Plan adoption. The 2002 General Plan identifies as a goal, the protection and enhancement of PIR; this suggests that development of single family residences so close to PIR is not appropriate or even anticipated. Further, because this land represents a significant portion of PIR's required race-day parking, it is highly unlikely that it will ever be developed for rural low density residential uses. Thus, the amendment has no tangible impact on the potential housing mix in the City. Further, a significant amount of the Rural Low Density Residential land category remains available for immediate and future development.

Table 1: Land Use Category Comparison

Land Use Category	City's Total Acreage	% of Total Area	PIR Acreage By Category	% of City's Acreage By Land Use Category	% of City's Total Area
Medium Density Residential	7652	40.02	0	0	0
Open Space	2564	13.41	64	2.50	0.33
Low Density Residential	2161	11.30	0	0	0
Employment	1571	8.22	298	18.97	1.57
Rural Low Density Residential	1273	6.66	228	17.91	1.19
Freeway Commercial	809	4.23	0	0	0
Commercial	694	3.63	0	0	0
Medium High Density Residential	738	3.86	0	0	0
Public Facilities	623	3.26	0	0	0
Mixed Use	694	3.63	0	0	0
Multi-Family Residential	280	1.46	0	0	0
High Density Residential	63	0.33	0	0	0
Totals	19,122	100%	590		3.1%

- Over thirteen percent (13%) of the total land area in the City's planning area is designated Open Space, of which PIR's portion accounts for merely one-third of one percent (0.33%).

Additionally, over half (or approximately 35 of the 64 acres) of the designated open space has consistently been utilized for race track maintenance operations, a use which predates the 2002 Avondale General Plan. Maintenance operations do not allow for active and passive recreation as designated in the Open Space category, whereas Mixed Use is a more appropriate designation to reflect the actual use of that portion of the Property. The remaining open space acreage has been left undisturbed and in its natural condition.

B) Adversely impacting the existing land uses.

- A growth area designation, known as "the PIR Growth Area," surrounds the existing Employment land use area. According to the 2002 General Plan, a growth area designation reflects the City's goal of providing "areas of intense employment, retail, or mixed uses supported by high-volume transportation infrastructure and superior access." Specific to this application, the 2002 General Plan identifies a goal for the PIR Growth Area to encourage "raceway related tourist service and retail." To facilitate such development and achieve this goal requires appropriate land use designations within the growth area. The current Rural Low Density Residential and Open Space are contrary to the growth goals and the proposed amendment to Mixed Use corrects the inconsistency and furthers the City's goal by enabling tourist service and retail within the PIR Growth Area.

- Table 2 analyzes the City's total acreage of each land use category before and after the amendment. Based on this comparison, the proposed amendment affects roughly three percent (3%) of the land on the General Plan Land Use Map and will have a negligible impact on the City's existing land uses.

Table 2: City's Total Acreage Comparison with Amendment

Land Use Category	City's Total Acreage	% of Total Area	City's Total Acreage w/ Amendment	Adjusted % of Total Acreage	Difference
Medium Density Residential	7652	40.02	7652	40.02	0.00
Open Space	2564	13.41	2500	13.07	-0.33
Low Density Residential	2161	11.30	2161	11.30	0.00
Employment	1571	8.22	1273	6.66	-1.56
Rural Low Density Residential	1273	6.66	1045	5.46	-1.19
Freeway Commercial	809	4.23	809	4.23	0.00
Commercial	694	3.63	694	3.63	0.00
Medium High Density Residential	738	3.86	738	3.86	0.00
Public Facilities	623	3.26	623	3.26	0.00
Mixed Use	694	3.63	1284	6.71	3.08
Multi-Family Residential	280	1.46	280	1.46	0.00
High Density Residential	63	0.33	63	0.33	0.00
Totals	19,122	100%	19,122	100%	

- The proposed amendment is an interim measure to modify the Land Use Plan to be more consistent with existing operations, while enabling PIR to proceed with upgrades to the facility until the City adopts the Avondale 2030's Sports and Entertainment land use designation over the property.

C) Requiring larger and more expensive public infrastructure improvements including, but not limited to, roads, water, wastewater, and public safety facilities than would otherwise be needed without the proposed change.

- As the facility operates currently, the services are sufficient, however, PIR is on a private system and is not an Avondale customer for water or sewer. As improvements commence, the City's infrastructure will be extended to serve the Property and as a result, it will have the necessary services to meet the minimum flow requirements. Upon availability of these services, PIR will connect to the City's infrastructure. Thus, the City will have the capacity to serve future demand under the Mixed Use land use designation.

- The water, sewer, and street infrastructure improvements associated with this project are, per the City's Engineering Department, no larger or more expensive than the improvements that would be required if the property were to develop with industrial and residential uses that the current land use designations would already allow.

- Through the redevelopment of PIR and the introduction of new uses, the cost of infrastructure provided by the City is likely to be offset by revenue generated from the races held onsite, the construction sales tax revenues generated from track improvements currently underway, and all of the improvements that follow, including the connection to the City's water and sewer system, and the introduction of new revenue generating uses in the future.

- The adjacent roadways of Avondale Boulevard, Indian Springs Road and El Mirage Road are sufficient to meet current needs. At this time, no improvements are planned. In the future when new uses are proposed for PIR, traffic studies will be conducted to determine if improvements are warranted.

- No additional public safety facilities are required at this time. During NASCAR events, PIR staff work with the City to open temporary fire stations for trucks, paramedic and ambulance vehicles and staff. Police protection is provided by the Maricopa County Sherriff's Office for the race weeks. While smaller events and other daily operations, controlled gate access and site patrol is provided by a private security firm available 24-hours per day, 7 days per week. Other local jurisdictions provide assistance from temporary facilities onsite or from their own facilities.

4. The amendment is consistent with the overall intent of the 2002 Plan and other adopted plans, codes, and ordinances.

- Modifying the existing land use designations to Mixed Use will permit the rezoning of PIR to the newly adopted Major Sports and Entertainment zoning district. This zoning is designed to

assist in the development and continued operations of major sports and entertainment venues in Avondale. This district also permits the development of ancillary uses, such as commercial retail and hospitality uses, which may develop on the PIR property in the long term.

- The ideas and visions of the Plan address how the City will develop over a 10-year period to 2012. The table below illustrates how approving the General Plan Amendment will meet or exceed the intent of the 2002 Plan.

CONSISTENCY WITH GENERAL PLAN GOALS

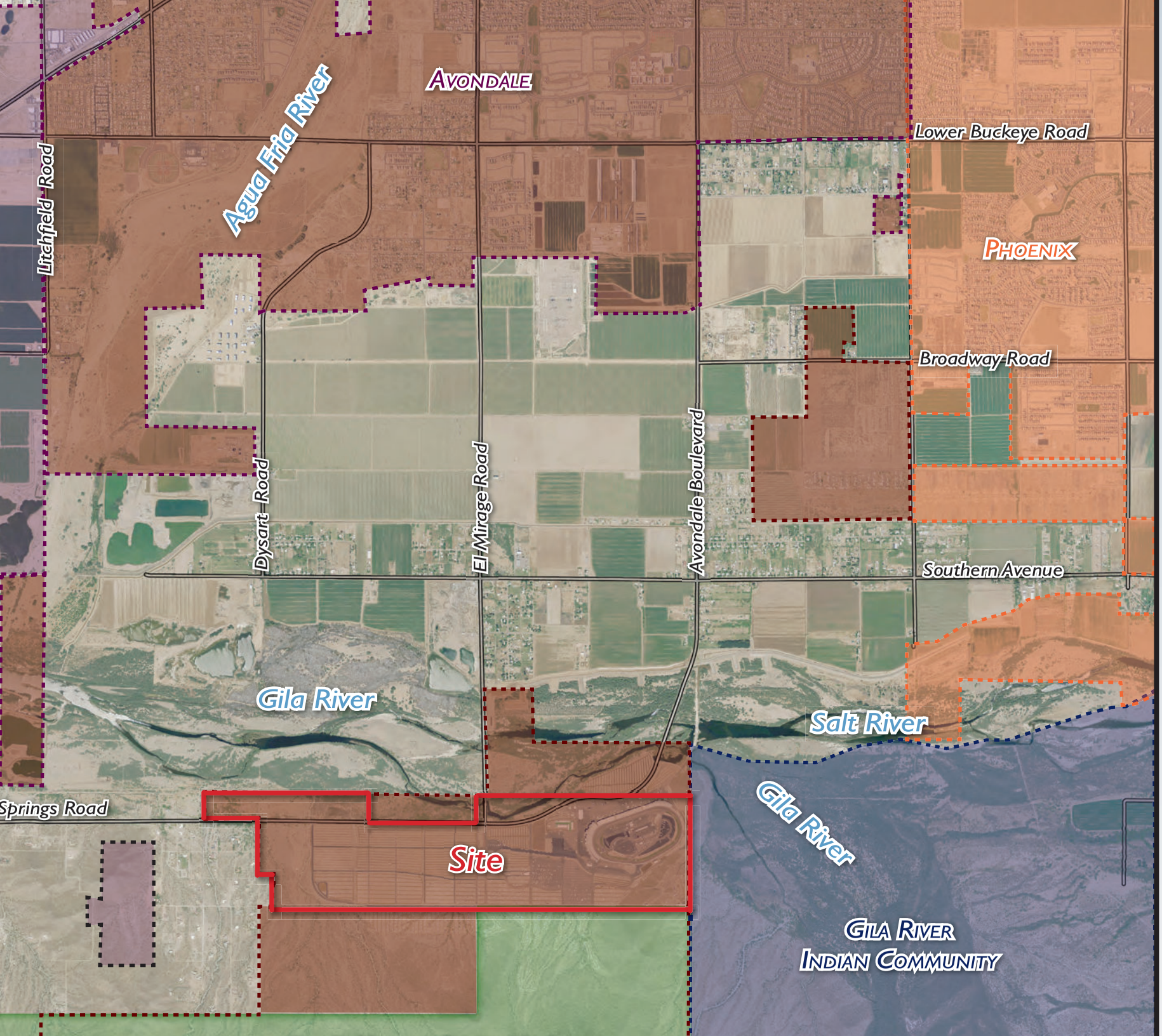
Land Use Element	
Goal 2: Ensure land uses meet the long-term social and economic goals of the community.	***PIR:*** *Exceeds this goal* • The Mixed Use designation enables PIR to upgrade its facilities and long-term uses to better compete with other nationwide venues. • The Mixed Use designation allows PIR to create a more sustainable, year-round presence in Avondale likely to create jobs, infuse even more dollars into the local economy, and help to establish Avondale as a year-round destination. • The Mixed Use designation provides a broader diversification of employment, commercial and retail opportunities (as envisioned for the PIR Growth Area in the General Plan) and will help to provide protection against market fluctuations, leading to a more sustainable economy.
Economic Development Theme, Economic Element	
Goal 1, Objective B, Policy 1: Support the development of ancillary commercial and tourism uses in the vicinity of Phoenix International Raceway.	***PIR:*** *Exceeds this goal* • Avondale's commercial, retail and tourism businesses (i.e. restaurants, retail shops, hotels, etc.) are likely to benefit from the increased year-round activity at PIR. Specifically, the change to the Mixed Use designation promotes commercial and tourism in and around PIR where no such uses currently exist. • PIR can act as a beacon for prospective businesses who may be considering operating in or relocating to Avondale and Arizona, in particular. NASCAR attracts many high-profile sponsors to Avondale to watch and be part of the races. By upgrading the facilities and improving the fan experience, PIR can help attract business to Avondale and the PIR Growth Area. In this manner, the additional capital and improvements associated with PIR's upgrades may

	act as a catalyst for interest in new and recently completed commercial development along Avondale Boulevard, Van Buren Street and Buckeye Road.
Goal 1, Objective B, Policy 2: Encourage tourist and raceway-related development within the Phoenix International Raceway Growth Area.	***PIR:*** *Exceeds this goal* • Limited success has occurred in achieving this goal due in part from the lack of compatible and supporting ancillary land use designations on PIR's property. Further, these designations are not compatible with long-term operations of large sporting venues and their associated improvements. • The Mixed Use designation is compatible with PIR's existing and potential future operations, allowing upgrades to the facilities as well as future supporting uses. This will enable PIR to compete with other motorsports venues located across the country and will encourage additional tourist and raceway related development within and around PIR.
Goal 2, Objective B: Encourage development that will increase the City's sales tax revenues.	***PIR:*** *Exceeds this goal* • According to ASU's W.P. Carey School of Business, PIR racing events generated approximately $1 million in revenue to Avondale and over $470 million to the State. • The amendment enables PIR to upgrade facilities and ultimately develop a comprehensive, mixed use venue that will not only benefit PIR, but Avondale and Arizona through increased sales tax and revenue.
Open Space Theme, Open Space Element	
Goal 1, Objective B, Policy 1: Provide Avondale as a gateway to regional attractions, such as the Estrella Mountains, Agua Fria, Salt and Gila Rivers, and Phoenix International Raceway.	***PIR:*** *Exceeds this goal* • PIR is known as a major sports venue in Avondale and the metro Phoenix area, drawing tens of thousands of fans to major sports events each year. • The proposed amendment will allow the underutilized race track to host additional destination-type entertainment activities, enhancing PIR's ability to attract regional and nationwide visitors to Avondale year-round.

4 CONCLUSION

Beginning in 2011, PIR intends to begin upgrading its facility and in order to do so, approval of this amendment to Mixed Use is critical. Following the approval of the Plan Amendment, PIR will seek to rezone the Property to the MSED zoning district. This will facilitate PIR's goals of enhancing the fan experience, upgrading the track's viability in the competitive racing industry, and providing new opportunities for employment, commercial and retail uses to expand the economic impact of the Property. By remaining competitive with other nationwide sporting venues, PIR and Avondale will continue to gain national marketing exposure during televised major events, leading to more visitors and revenue for all involved. Further, by providing a wider range of uses on the Property, PIR will be able to attract businesses that will further enhance the goals of the City and PIR. In the short-term, the new development will bring much needed construction taxes, development impact fees and permitting fees to the City. Thus, the amendment will have an overall far-reaching economic benefit for Avondale and Arizona and this application meets the criteria for a Major General Plan Amendment.

Figures



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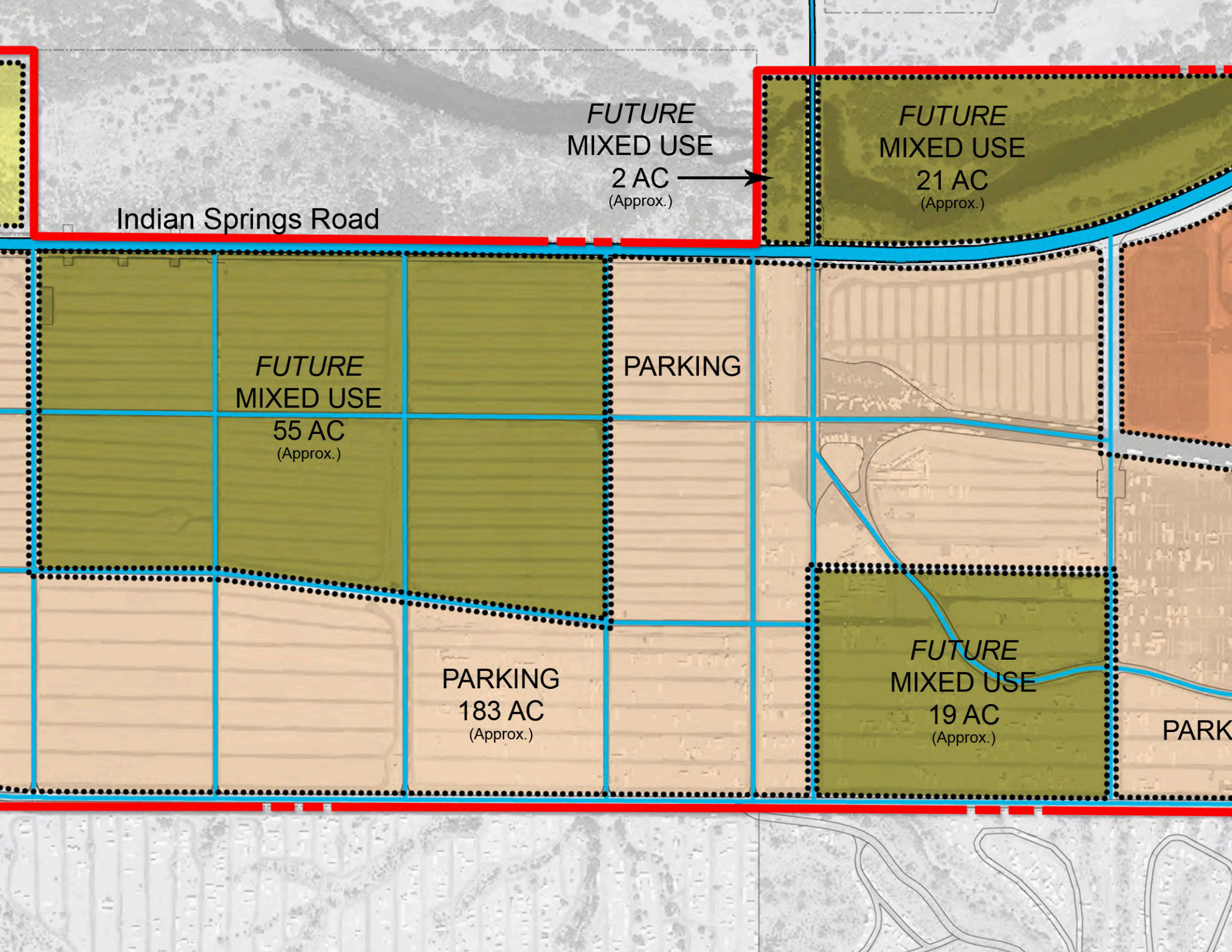
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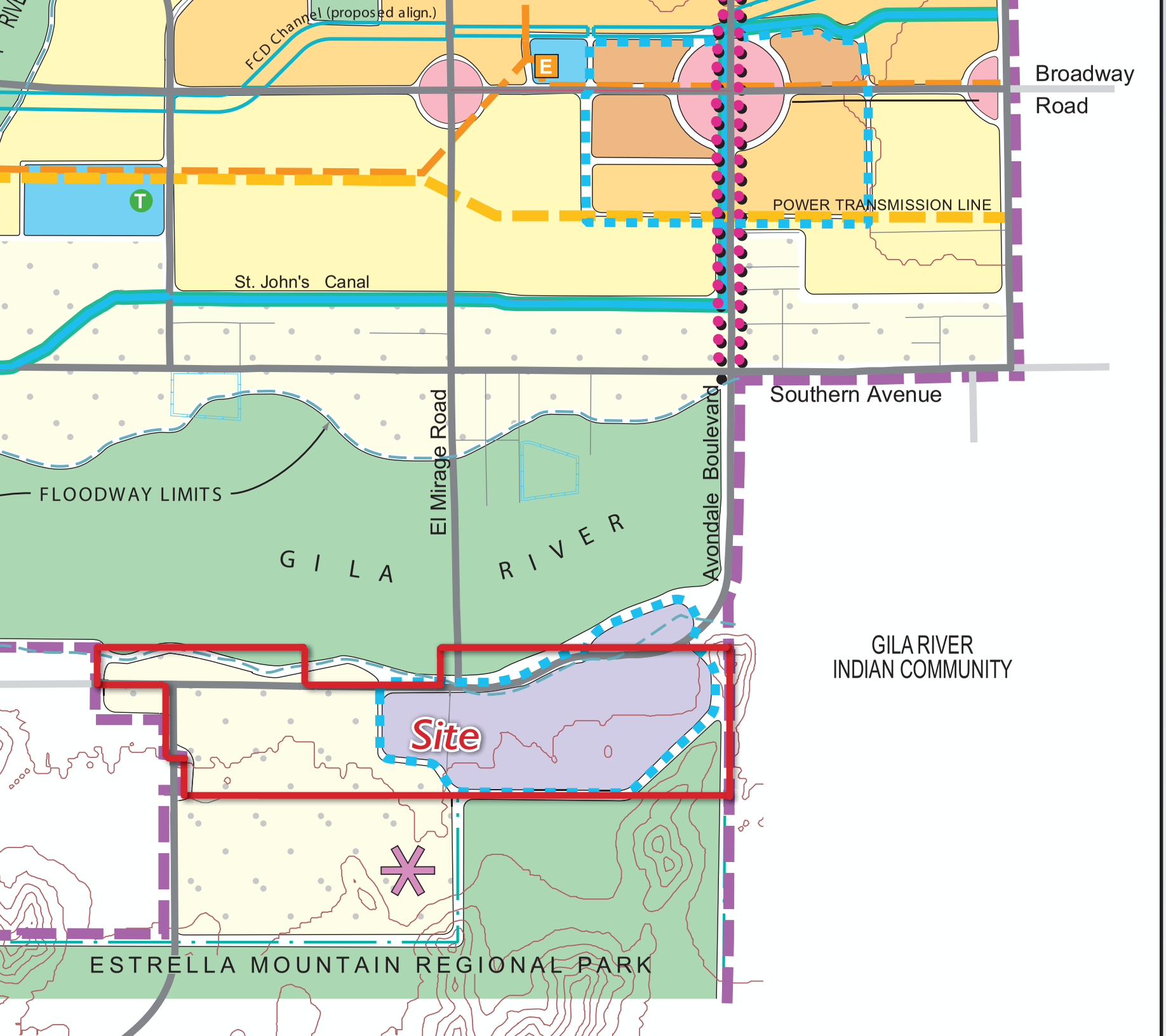

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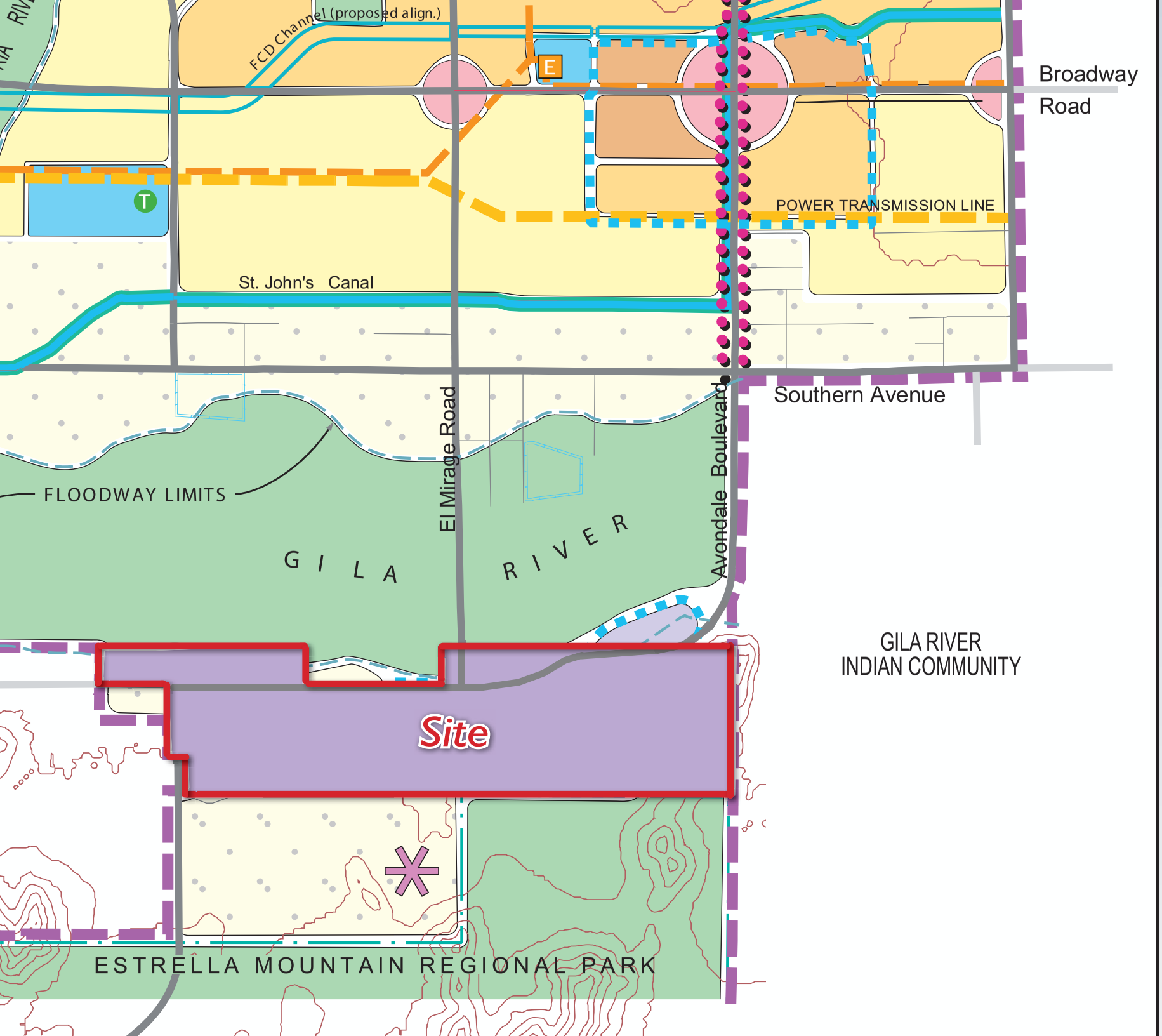

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Appendix

LEGAL DESCRIPTION
PHOENIX INTERNATIONAL RACEWAY

A portion of the North half of Section 1, a portion of the North half of Section 2 and a portion of the North half of G.L.O. Lot 1 of Section 3, Township 1 South, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona. More particularly described as follows:

BEGINNING at the Northeast corner of said Section 1, a found 3 1/2" B.L.M. aluminum cap;

Thence South 00 Degrees 22 Minutes 00 Seconds West along the East line of said Section 1 a distance of 2644.69 to the East quarter corner of said Section 1, a found 2 1/2" B.L.M. brass cap;

Thence North 89 Degrees 29 Minutes 49 Seconds West along the East-West mid-section line of said Section 1 a distance of 5266.78 feet to the West quarter corner of said Section 1 and the East quarter corner of said Section 2;

Thence North 89 Degrees 33 Minutes 48 Seconds West along the East-West mid-section line of said Section 2 a distance of 4947.78 feet to the Southeast corner of the West half of the Southwest quarter of the Southwest quarter of the Northwest quarter of said Section 2, a found 1/2" rebar L.S. cap # 10846;

Thence North 00 Degrees 12 Minutes 22 Seconds East a distance of 660.01 feet to the Northeast corner of the West half of the Southwest quarter of the Southwest quarter of the Northwest quarter of said Section 2, a found 1/2" Rebar L.S. # 10846;

Thence North 89 Degrees 34 Minutes 53 Seconds West a distance of 330.05 feet to the Northwest corner of the West half of the Southwest quarter of the Southwest quarter of the Northwest quarter of said Section 2, a found 1/2" rebar L.S. # 10846;

Thence North 00 Degrees 11 Minutes 47 Seconds East along the West line of said Section 2 a distance of 1409.30 feet to a point that bears South 00 Degrees 11 Minutes 47 Seconds West a distance of 625.19 feet from the Northwest corner of said Section 2;

Thence North 89 Degrees 18 Minutes 47 Seconds West a distance of 879.25 feet;

Thence South 89 Degrees 30 Minutes 37 Seconds West a distance of 412.05 feet to a found ½" rebar L.S. #10846;

Thence North 00 Degrees 12 Minutes 30 Seconds East a distance of 629.26 feet to a point on the North line of said Section 3, from which the Northwest corner of the Northeast quarter of the Northeast quarter of Section 3 bears North 89 degrees 30 minutes 05 seconds West a distance of 30.00 feet;

Thence South 89 Degrees 30 Minutes 05 Seconds East along the North line of said Section 3 a distance of 1291.13 feet to the Northeast corner of said Section 3 and the Northwest corner of said Section 2, a found 2" aluminum cap L.S. # 25087 (0.26 feet north);

Thence South 89 Degrees 30 Minutes 05 Seconds East along the North line of said Section 2 a distance of 9.10 feet to a found GLO Brass Cap;

Thence South 89 Degrees 15 Minutes 40 Seconds East along the North line of said Section 2 a distance of 2627.40 feet to the North quarter corner of said Section 2, a found 2-1/2" Maricopa County Aluminum cap L.S. # 37174;

Thence South 00 Degrees 08 Minutes 06 Seconds West along the North-South mid Section line of said Section 2 a distance of 680.18 feet to the Southwest corner of the North half of G.L.O. lot 2 of said Section 2;

Thence South 89 Degrees 24 Minutes 44 Seconds East along the South line of the North half of G.L.O. lots 1 and 2 of said Section 2 a distance of 2636.96 feet to a point of the East line of said Section 2;

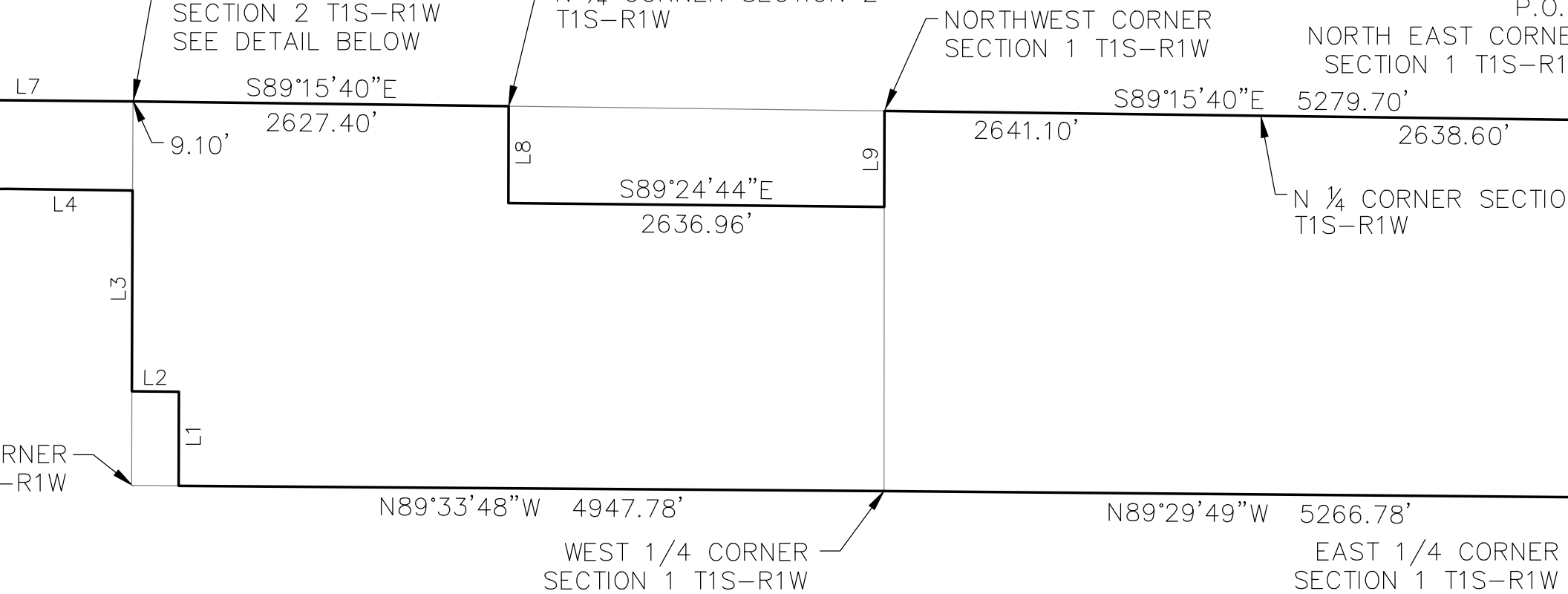
Thence North 00 Degrees 05 Minutes 28 Seconds East along the East line of said Section 2 a distance of 673.23 feet to the Northeast corner of said Section 2 and the Northwest corner of said Section 1;

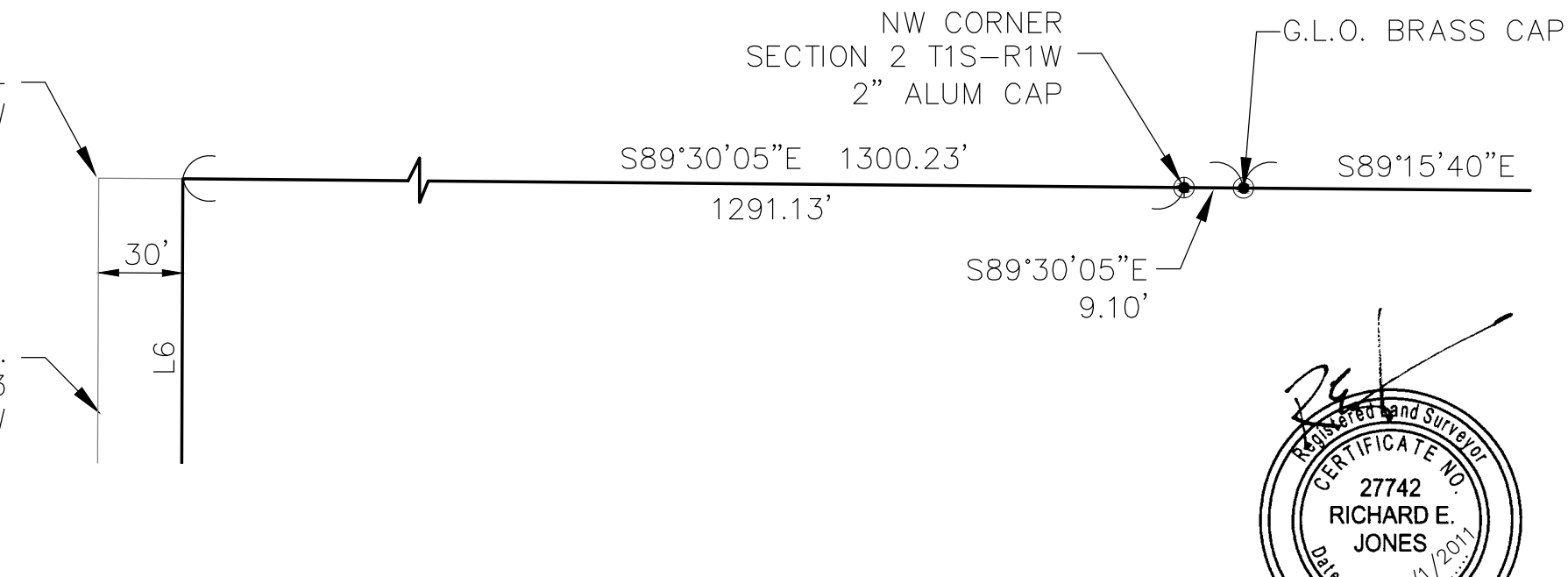
Thence South 89 Degrees 15 Minutes 40 Seconds East along the North line of said Section 1 a distance of 2641.10 feet to the North quarter corner of said Section 1, a found 3" Maricopa County brass cap L.S. # 37174;

Thence South 89 Degrees 15 Minutes 40 Seconds East along the north line of said Section 1 a distance of 2638.60 feet **TO THE POINT OF BEGINNING.**

Area of said parcel is 618.61 acres, more or less.

Registered Land Surveyor
CERTIFICATE NO.
27742
RICHARD E.
JONES
Date Signed 4/1/2011
ARIZONA, U.S.A.
Expires 3/31/2012





Line Tab		
Line #	Length	
L1	660.01	
L2	330.05	
L3	1409.30	
L4	879.25	
L5	412.05	
L6	629.26	
L7	1300.23	
L8	680.18	
L9	673.23	

EXHIBIT G

When recorded, return to:

City Clerk
City of Avondale
11465 W. Civic Center Drive, Suite 110
Avondale, Arizona 85323-6804

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is entered into November 22, 2010 (the "Effective Date"), by and between the City of Avondale, an Arizona municipal corporation (the "City") acting by and through the Mayor and City Council (the "Council") and Phoenix Speedway Corp., a Delaware corporation d/b/a Phoenix International Raceway ("PIR"). The City and PIR are sometimes referred to herein collectively as the "Parties" or individually as a "Party."

RECITALS:

A. ARIZ. REV. STAT. § 9-500.05 authorizes the City to enter into an agreement with any person or entity having an interest in real property providing for the development of such property and related matters.

B. PIR owns and operates the professional racing facility known as Phoenix International Raceway on approximately 600 acres of real property located at the intersection of Avondale Boulevard and Indian Springs Road, as more particularly described in Exhibit A and depicted in Exhibit B, both of which are attached hereto and incorporated herein by reference (the "PIR Property").

C. The City and PIR desire to enter into this Agreement to (i) set forth their understanding as to each Party's responsibility for certain actions and infrastructure improvements related to Phoenix International Raceway and/or the PIR Property and (ii) establish expectations for future cooperation between the City and PIR with respect to businesses to be attracted to Avondale, including the PIR Property and the area included within the Avondale City Center Specific Plan (the "City Center").

D. The City has determined that encouraging redevelopment/improvement of the PIR Property pursuant to this Agreement will result in significant economic and other public purpose benefits to the City and its residents by, among other things (i) causing the construction of certain public improvements, (ii) facilitating the development of the PIR Property in a manner consistent with the City's General Plan, (iii) transitioning the PIR Property to a new zoning district suited to a major sports and entertainment venue like PIR, (iv) increasing tax revenues to the City arising from or relating to the development of the PIR Property, (v) retaining a strong economic engine within Avondale, (vi) enhancing cooperation between the Parties to improve the likelihood that other race-themed venues will locate within Avondale, particularly within the City Center, (vii) facilitating the development of the PIR Property in accordance with the Expansion Development Plan (as defined herein) and the Ultimate Development Plan (as defined

herein), the combined capital investment of which is estimated by PIR to cost over $100,000,000.00, (viii) providing additional land for locating the City's utility infrastructure, (ix) improving public safety operations during major events on the PIR Property and (x) facilitating a long-term presence of the PIR corporate offices in Avondale.

E. The Parties understand and acknowledge that this Agreement is a "Development Agreement" within the meaning of and entered into pursuant to the terms of ARIZ. REV. STAT. § 9-500.05, to facilitate the proper municipal zoning designation and development of the PIR Property by providing for, among other things, conditions, terms, restrictions and requirements related to infrastructure improvements and other matters with respect to the expanded development of the PIR Property. The terms of this Agreement shall constitute covenants running with the PIR Property as more fully described in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference, the promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties hereto agree as follows:

1. Term and Effective Date. This Agreement shall become effective upon the Effective Date and shall remain in full force and effect until December 31, 2020 after which time this Agreement shall automatically terminate without the necessity of any notice, agreement or recording by or between the Parties (the "Initial Term") unless extended pursuant to this Section 1. If, in the year prior to the expiration date of the Initial Term, PIR is hosting or is scheduled to host at least one (1) NASCAR-sanctioned event and PIR has satisfied its capital expenditure obligations under Section 3.2 of this Agreement, then the Term of this Agreement shall be automatically extended for an additional ten (10) years without any further action by either PIR or the City.

2. Development of PIR Property.

2.1. General Plan and Rezoning.

A. General Plan. The PIR Property currently has a mixed land-use designation of "Employment" and "Rural Low Density Residential" under the City's existing General Plan (the "2002 General Plan"). City staff is in the process of receiving technical review and public comments on a revised General Plan (commonly referred to as "Avondale 2030" but referred to herein as the "2012 General Plan") that will be submitted to the Avondale voters for ratification after public hearings and review and consideration by the City's Planning and Zoning Commission and the Council according to ARIZ. REV. STAT. § 9-461.06(K); the 2012 General Plan is anticipated to be approved by the Council in sufficient time to be ratified by the Avondale voters in September/November of 2012. Under the 2012 General Plan, the proposed land-use designation for the PIR Property is recommended to be amended to "Sports and Entertainment." Any rezoning of the PIR Property must be consistent with the 2002 General Plan, as required by ARIZ. REV. STAT. § 9-461.02(F), as amended (the

"Consistency Requirements"). Prior to adoption of the 2012 General Plan, the City and PIR agree and understand that in order to meet the Consistency Requirements, certain interim amendments to the 2002 General Plan would be required to eliminate the inconsistency between the existing use of the portion of the PIR Property designated "Rural Low Density Residential" and any zoning category suitable for a large-scale sports venue (the "Interim Amendments"). PIR agrees and understands that the Interim Amendments will require a major amendment to the 2002 General Plan, which major amendment may, pursuant to State Law, be considered only once each year (the City has designated August for such amendments). If PIR requests that the PIR Property be rezoned prior to the time that the 2012 General Plan is ratified by the voters, the City staff shall process such Interim Amendments as necessary to ensure that rezoning of the PIR Property would meet the Consistency Requirements, and if deemed appropriate by the Council acting in its sole, legislative discretion, shall approve the Interim Amendments.

B. Development Plans and Zoning. The current zoning designation for the PIR Property is a combination of Industrial (A-1) and Agricultural (AG). PIR intends to make facility improvements commencing in 2011, as described and depicted on Exhibit C (the "Expansion Development Plan"). The parties agree that the Expansion Development Plan may be undertaken by PIR subject only to the submittal of a site plan and without the necessity of additional entitlements. Provided that (1) the capacity of the racetrack seating does not exceed 79,000 seats and (2) no new uses are established on the PIR Property, the City agrees that no traffic studies or roadway infrastructure expansion will be required. PIR's ultimate expansion plans are depicted in Exhibit D (the "Ultimate Development Plan"). To implement the Ultimate Development Plan, City staff is working and will continue to work with PIR representatives towards drafting a new zoning category, "Major Sports and Entertainment District" to more adequately address the unique zoning aspects of a large-scale sports venue like Phoenix International Raceway and in conformance with the Ultimate Development Plan. When requested by PIR or on the City's own initiative, and in the event the City Council determines, in its sole, legislative discretion that it is in the best interests of the City, the PIR Property shall be rezoned to Major Sports and Entertainment District (the "Rezoning"). Such Rezoning shall be completed in accordance with Section 4.1 (B) below.

C. Ultimate Development Plan. At such time as the City satisfies all of its obligations pursuant to Section 3.1 of this Agreement and upon completion of the obligations of PIR under Section 3.2 of this Agreement, PIR shall, subject to market conditions and other approvals as PIR deems necessary in its sole discretion, commence development of the PIR Property in accordance with the Ultimate Development Plan, which at this time is estimated to represent an additional capital investment in the PIR Property of approximately $85,000,000.00. Development of the PIR Property in accordance with the Ultimate Development Plan will create a state of the art racing facility that will draw spectators from around the country and allow PIR to maintain or potentially enhance its current schedule of NASCAR sanctioned events. Although not a requirement, the Ultimate Development Plan may be developed in multiple phases over the Term of this Agreement. The time frames and physical boundaries for each of the phases, and development of the PIR Property in accordance with the Ultimate

Development Plan, are approximate and contingent upon market conditions, board approval and matters beyond the control of PIR.

2.2 Approvals. Upon adoption of the Rezoning, and provided that PIR is not in breach, for the duration of this Agreement, the City shall be restricted from changing, restricting or limiting the rights of PIR or its successors and assigns to develop the PIR Property in accordance with this Agreement, the Expansion Development Plan, and the Ultimate Development Plan and/or from changing, restricting or limiting the PIR Property's permitted uses, densities and intensities of uses, locations of uses, and other similar standards of design applicable to the PIR Property without the consent of PIR; provided, however, that compliance with the applicable existing Rules and Regulations or permissible amendments thereto referred to herein shall in all events be required. After adoption of the Rezoning, the City shall grant and issue all subsequent administrative approvals necessary to allow PIR to implement the Expansion Development Plan and develop the PIR Property in accordance with the Expansion Development Plan and this Agreement, subject to the City's reasonable and customary review and approvals of plats, site plans and specifications, permits and other similar items in accordance with the Rules and Regulations and payment of all required review, permit and development impact fees. The City will process all zoning, plat, site plan and building applications within a reasonable time as agreed upon by both Parties. Upon prior written approval by PIR, outside consultants may be utilized in order to expedite the performance of plat, site plan and building plan review or other plan review services as deemed reasonably necessary by the City, the cost of which shall be the sole responsibility of PIR. The City shall waive any costs not approved in advance by PIR.

2.3 Additional Property. The City and PIR acknowledge that during the Term of this Agreement, PIR may acquire additional property adjacent to or within a one (1) mile radius of the existing PIR Property to be used in connection with the uses on the PIR Property. Upon the request of PIR and the submission of a development plan for the additional property hereafter referenced, the City hereby agrees to consider and, if in the best interest of the City as determined by the City and in accordance with typically applicable notice and public hearing requirements, to incorporate into this Agreement the whole or any portion of additional properties adjacent to or proximate to the PIR Property (the "Additional PIR Property") if and when PIR acquires such Additional PIR Property. The City and PIR agree that if PIR elects to request from City the incorporation of such Additional PIR Property or portions thereof and if the City consents: (A) thereafter, such Additional PIR Property shall be included in the PIR Property and shall be subject to and shall benefit from all provisions of this Agreement applicable thereto and any reference herein to the PIR Property shall include such Additional PIR Property; and (B) the City and PIR shall cooperate in order for the Additional PIR Property to receive the necessary land use approvals, including any necessary amendment to the underlying zoning required to approve the amended Expansion Development Plan.

2.4 Applicable Rules and Regulations. For purposes of this Agreement, the term "Rules and Regulations," shall mean the ordinances, rules, regulations, permit requirements and other official policies of the City in existence on the Effective Date of this Agreement except as those items may be modified by this Agreement. Except as otherwise expressly provided to the contrary in this Agreement, the City shall not impose or enact any additional Rules and Regulations applicable to or governing the development of the PIR Property for the Term of this Agreement.

2.5 Permissible Additions to the Rules and Regulations. Notwithstanding the provisions of Sections 2.2 and 2.4 above, the City may enact the following provisions and take the following actions which shall be allowable additions to the Rules and Regulations and shall be binding on the development of the PIR Property:

A. State, County or Federal Requirements. Rules and Regulations of the City enacted as reasonably necessary to comply with requirements imposed on the City by the State, County or Federal government, provided, that in the event such requirement prevents or precludes compliance with this Agreement, such effective provisions of this Agreement shall be modified, if legally possible, as may be necessary to achieve the minimum permissible compliance with such requirements.

B. Public Health and Safety. Rules and Regulations enacted by the City that are reasonably necessary to alleviate threats to public health and safety, in which event any such remedial or corrective enactments shall be rationally related to the alleviation of such threats and may be imposed only after allowing for public comment at an open meeting and shall not, in any event, be imposed unreasonably or arbitrarily.

C. Building Codes and Standards. Future updates of, and amendments to: (1) building, construction, plumbing, mechanical, electrical, drainage and similar construction and safety-related codes, such as the recognized construction, safety organization or by the county, state or federal government or by the Central or Maricopa Association of Governments; (2) the City's amendments to the adopted codes set forth in Subsection 2.5(C)(1); and (3) the Avondale General Engineering Requirements and Avondale Supplement to the MAG Specifications and Standard Details; provided that such building or safety code updates and amendments have been duly adopted by the appropriate publishing agency and are reasonably applied and, unless mandated by superior legal authority, shall not apply to any structures for which a permit has already been issued.

3. Infrastructure Improvements.

3.1 City Obligations.

A. Water Improvements. The City has budgeted $800,000 in the approved Fiscal Year 2010-2011 Capital Improvement Program ("CIP") and $1.6 Million is committed in the proposed 2011-2012 CIP, which was approved by Council on July 5, 2010, to extend a water line in Avondale Boulevard (or at such other location as determined by the City, in its sole discretion, after consultation with PIR) to provide water service to the PIR Property (the "Avondale Boulevard Water Line"). Subject to PIR's obligations set forth in Subsection 3.2 below, the City agrees to design and install said Avondale Boulevard Water Line within public rights-of-way by November 1, 2012 and in the event that the costs exceed the CIP budget, the City will not be relieved of its obligation to complete the water improvements under this Subsection 3.1(A); provided, however, that if the Avondale Boulevard Water Line costs exceed the allocated CIP budget and the City is unable to fund such excess costs and complete construction of the

Avondale Boulevard Water Line by November 1, 2012, then upon the City's written notification to PIR, PIR shall have the option but not the obligation to contribute to such costs in an amount not to exceed $1,200,000.00 (the "PIR Water Contribution"), which PIR Water Contribution shall be reimbursed to PIR in accordance with Subsection 5.2 below. If PIR does not elect to make the PIR Water Contribution and the City's construction of the Avondale Boulevard Water Line is delayed as a result of the budget shortfall or if PIR does elect to make the PIR Water Contribution but construction cannot reasonably be completed on the timeline provided, then the City and PIR agree that the date or dates for performance of the obligations of PIR contained in Section 3.2 shall be delayed for a time period equal to the delay in performance of the obligations contained in this Section 3.1(A) (the "Performance Extension"). The design and location of the Avondale Boulevard Water Line shall be at the City's discretion, after consultation with PIR, and as necessary to provide sufficient water service to at a minimum meet the required water flow demands as provided in the Water Supply and Wastewater Services Conceptual Plan Report, prepared by HNTB, subject to the modification by and approval of the City's Public Works Director (the "Report"). The City will own and operate the Avondale Boulevard Water Line within the public right-of-way, which line will be stubbed out to the private property line of the PIR Property at the locations determined by both parties, working together in good faith. PIR specifically agrees and understands that the City's water improvements, as set forth in this Subsection 3.1(A), shall not include a reservoir for potable water storage, which reservoir, if any, shall be constructed, owned and operated by PIR at its sole cost and expense.

B. Wastewater Improvements. The City will budget sufficient funds in Fiscal Years 2011/2012 and 2012/2013 to design and construct a wastewater lift station (which shall include a sewer force main) that will provide sufficient sewer utility service to meet the minimum flow requirements as detailed in the Report and to be located at an appropriate site on the PIR Property (the "Lift Station") as detailed in Section 3.2(C) below. The City will, subject to PIR's obligations set forth in Subsections 3.2 below, design and construct the Lift Station and related force mains by November 1, 2012. The design of the Lift Station shall be at the City's sole discretion, after considering and reasonably incorporating comments from PIR. PIR specifically agrees and understands that the City's wastewater improvements, as set forth in this Subsection 3.1(B), shall not include a reservoir for wastewater storage for peak events, which reservoir, if any, shall be constructed, owned and operated by PIR at its sole cost and expense.

C. Infrastructure Completion Schedule. The Avondale Boulevard Water Line and the Lift Station are collectively referred to herein as the "Public Infrastructure." The City will commit to anticipated delivery dates for the Public Infrastructure by January 1, 2011. Once the City has provided PIR with anticipated delivery dates for the Public Infrastructure, PIR shall have the option, but not the obligation, to complete all or a portion of the Public Infrastructure and to receive reimbursement from the City for such costs in accordance with Section 5 of this Agreement. PIR shall provide written notice of its decision within ninety (90) days of receipt of the anticipated delivery date schedule from City.

D. Agreement Subject to Appropriation. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep PIR fully informed as to the availability of funds for the Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, and is unable to meet its obligations under this Section 3.1, then City shall be considered in default of this Agreement in which event PIR shall be relieved of any contingent and subsequent financial obligation under this Agreement and shall be permitted to exercise any remedy available pursuant to the terms of this Agreement, the law and equity.

3.2 PIR Obligations.

A. Improvements to PIR Property. In consideration of the City's performance of its obligations under this Agreement, PIR, by November 1, 2012 and subject to the Performance Extension, will commit a minimum of $15,000,000 towards improving the PIR Property in accordance with the Expansion Development Plan (the "Capital Expenditures"). PIR shall make such Capital Expenditures in the manner (type of improvement, size, expected benefit to fans in attendance) and at the times (phases anticipated, date of opening to the public for each phase) to accommodate the Expansion Development Plan (the "PIR Improvements") and as required in the Report, as amended from time to time. PIR shall work cooperatively with the City staff to ensure that proposed facilities are designed and constructed in accordance with applicable State, County and City codes, ordinances, regulations and requirements. Although not a requirement, PIR may develop the PIR Property with the Capital Expenditures in multiple phases. If the PIR Property is developed in phases, one or more of the phases or a portion of those phases may be undertaken contemporaneously. The physical boundaries of the phases (not the exterior physical boundaries of the PIR Property) may be adjusted administratively, as mutually agreed by PIR and City and in accordance with the Rezoning.

B. Transaction Privilege Tax on Construction Activities. PIR agrees and understands that it is obligated to pay all applicable City transaction privilege taxes related to new construction activities ("Construction Sales Tax").

C. Real Property Dedication. PIR shall dedicate to the City up to a one (1) acre parcel(s) of real property generally located at near the intersection of El Mirage and Indian Springs Roads, for use by the City in constructing the Lift Station(s), at such time as the City has notified PIR in writing that it (1) has the necessary funds to construct the Lift Station and (2) will commence design within sixty (60) days of such notice. The fair market value of the real property dedicated for the Lift Station shall be mutually agreed upon by City and PIR at the time of dedication and said value will establish the development impact fee credit, if any, owed to PIR under Section 5.

D. Operation of Improvements. The City shall be responsible for all maintenance and operation of the Public Improvements. PIR shall be solely responsible for constructing, operating and maintaining all infrastructure located on the PIR Property including, but not limited to, any on-site reservoirs and booster pumps.

E. Existing Well. PIR agrees to use the following wells, Arizona Department of Water Resources ("ADWR") Registration Nos.582986 and 611893, located on the PIR Property in the locations depicted in Exhibit E attached hereto and incorporated by reference (the "Wells"), solely for non-potable water purposes (such as irrigation and dust control) for the PIR Property.

F. PIR Corporate Offices. PIR agrees to maintain its corporate offices within the corporate limits of the City during the term of this Agreement, subject only to the limitations set forth in this Subsection 3.2(F). In the event that PIR determines, in good faith, that it cannot either (1) maintain its offices at its current location (125 S. Avondale Boulevard) or (2) relocate its offices to another comparable Class A office space within the City limits, PIR shall meet with the City prior to any binding relocation commitment to office space outside the corporate limits of the City in order to identify potential opportunities for relocation to comparable Class A Office Space within the corporate limits of the City. PIR shall consider such options presented by the City in good faith and use reasonable consideration in deciding whether to relocate outside the City's corporate limits; provided, however, that in no event shall PIR locate its corporate offices within 13 miles of its current location.

G. Public Safety Services. PIR acknowledges that there is a significant annual cost to the City to provide public safety services to the PIR Property during major race events. As such, the parties agree to work together in good faith to determine a public safety services plan that provides adequate public safety while being cost effective. Such public services plan shall be memorialized in a separate written agreement between the parties and shall be executed prior to the first NASCAR event weekend at the PIR Property in 2011. Such public safety services plan shall include the provision of necessary space and available services such as water and electricity to be used by the City public safety personnel and equipment, and reimbursement to the City for the City's reasonable costs of providing the services.

H. Joint Economic Development Efforts. PIR agrees that, upon the City's request, not more than four (4) times per year, PIR shall use good faith efforts to co-host economic development events at the PIR Property; provided, however, that any such request shall (1) be subject to availability of space at the PIR Property for the event and (2) not be granted for any time period during which NASCAR events are being held at the PIR Property.

4. PIR Property Land Use.

4.1 General Plan Amendments and Rezoning.

A. General Plan Amendments. PIR shall fully cooperate to the extent necessary with the City staff in the completion and implementation of the Interim Amendments and the 2012 General Plan to ensure that the land-use designation for the PIR Property is consistent with the uses thereon.

B. Rezoning. So long as the Council (1) adopts the ordinance creating the Major Sports and Entertainment District (the "MSED Ordinance") as described in Subsection 2.1 above prior to December 31, 2010 and (2) initiates the Interim Amendments prior to January 31, 2011, PIR shall initiate the Rezoning of the PIR Property to the Major Sports and Entertainment District not later than 60 days after the effective date of the MSED Ordinance.

C. Waiver of Claims. Whether initiated by the City or requested by PIR, prior to adoption of both the Interim Amendments and the Rezoning for the PIR Property, PIR shall execute a Waiver of Claims Pursuant to ARIZ. REV. STAT. § 12-1134 *et seq.*, substantially in the form attached hereto as Exhibit F, and incorporated herein by reference.

4.2 PIR Affiliated Businesses and Attractions. PIR shall use good faith efforts to work with the City toward developing a cooperative marketing and promotional relationship to promote tourism to Avondale and the NASCAR events at PIR.

5. Development Impact Fees and Payback Improvements.

5.1 Payment of Development Fees. At building permit issuance, PIR shall pay all development fees assessed by the City under ARIZ. REV. STAT. § 9-463.05 ("Development Fees") owing with respect to new development on the PIR Property. Some of the Public Infrastructure or real property that PIR has agreed to install or otherwise provide pursuant to this Agreement are or may be included within the improvements to be funded by various Development Fees. City agrees that, in accordance with the provisions of ARIZ. REV. STAT. § 9-463.05, PIR shall receive a dollar-for-dollar credit against the Development Fees for the cost of all Public Infrastructure that it constructs or has constructed for which a Development Fee is assessed and for the appraised fair market value of land acquired and dedicated for public facilities for which a Development Fee is assessed.

5.2 Payback Improvements. If PIR elects under Subsection 3.1(C) of this Agreement to design and/or construct all or any portion of the Public Infrastructure (a "Payback Improvement"), the City agrees to reimburse PIR for all costs expended by PIR in such design and construction through a separate payback agreement between the City and PIR (the "Payback Agreement"). City may elect to reimburse PIR in full for the Payback Improvement upon dedication by PIR and acceptance by City of the Public Infrastructure. If City cannot pay for the Payback Improvement at the time of acceptance, then such reimbursement shall be provided through the Payback Agreement. The amount to be reimbursed through the Payback Agreement shall include all design, engineering, financing and construction costs, up to a maximum of the original cost of the Payback Improvement incurred by PIR in the design and construction of the Payback

Improvement, but will not include the fair market value of any PIR Property dedicated by PIR on which any of the Payback Improvements are constructed.

6. Default; Remedies; Termination.

6.1 Default. Failure or unreasonable delay by PIR or City to perform or otherwise act in accordance with any term or provision hereof shall constitute a breach of this Agreement and, if the breach is not cured within 45 days after written notice thereof from the other Party, shall constitute a default under this Agreement; provided, however, that if the failure is such that more than 45 days would reasonably be required to perform such action or comply with any term or provision hereof, then the Party shall have such additional time as may be necessary to perform or comply so long as the Party commences performance or compliance within five days after written notice and diligently proceeds to complete such performance or fulfill such obligation (the "Cure Period"); provided further, however, that no such cure period shall exceed 90 days, unless otherwise agreed to, in writing, by the Parties. Any notice of a breach shall specify the nature of the alleged breach and the manner in which said breach may be satisfactorily cured, if possible. In the event a breach is not cured within the Cure Period, the non-defaulting Party shall have all rights and remedies which may be available under law or equity, including without limitation the right to (A) specifically enforce any term or provision of this Agreement, (B) terminate this Agreement or (C) institute an action for damages.

6.2 Dispute Resolution. In the event that there is a dispute hereunder which the Parties cannot resolve between themselves and the cure period for the breach has expired, the Parties agree that there shall be a 45 day moratorium on litigation during which time the Parties agree to attempt to settle the dispute by non-binding mediation before commencement of litigation. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by PIR and the City. In the event that the Parties cannot agree upon the selection of a mediator within seven days, then within three days thereafter, the City and PIR shall request the presiding judge of the Superior Court in and for the County of Maricopa, State of Arizona, to appoint an independent mediator. The mediator selected shall have at least five years of experience in mediating or arbitrating disputes relating to land and property development. The cost of any such mediation shall be divided equally between the City and PIR. The results of the mediation shall be non-binding on the Parties, and any Party shall be free to initiate litigation. This Section 6.2 shall not apply to any legal rights of PIR that must be exercised within a certain number of days that is less than 45.

6.3 No Personal Liability.

A. City to PIR. No member, official, employee, or agent of the City shall be personally liable to PIR, or any successor or assignee (1) in the event of any default or breach by the City or (2) pursuant to any obligation of the City under the terms of this Agreement.

B. PIR to City. No member, official, employee, or agent of PIR shall be personally liable to the City (1) in the event of any default or breach by PIR, (2) for any amount that may become due to the City or (3) pursuant to any obligation of PIR under the terms of this Agreement.

7. General Provisions.

7.1 Cooperation. The City and PIR hereby acknowledge and agree that they shall cooperate in good faith with each other as contemplated by this Agreement.

7.2 Time of Essence. Time is of the essence with respect to each and every provision of this Agreement and the performance required by each Party hereto.

7.3 Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. § 38-511.

7.4 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (C) given to a recognized and reputable overnight delivery service, to the address set forth below or (D) delivered by facsimile transmission to the number set forth below:

If to the City: City of Avondale
11465 W. Civic Center Drive
Avondale, Arizona 85323
Facsimile: (623) 333-0100
Attn: Charles P. McClendon, City Manager

With copy to: GUST ROSENFELD, P.L.C.
One E. Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Facsimile: (602) 340-1538
Attn: Andrew J. McGuire, Esq.

If to PIR: Phoenix Speedway Corp.
125 S. Avondale Boulevard, Suite 200
Avondale, Arizona 85323
Facsimile:_____
Attn: Bryan Sperber

With a copy to: Legal Department
One Daytona Boulevard
Daytona Beach, Florida 32114
Facsimile: (386) 681-6884
Attn: General Counsel

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (D) when confirmed received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

7.5 Governing Law; Venue. This Agreement shall be interpreted and governed according to laws of the State of Arizona. The venue for any dispute hereunder shall be Maricopa County, Arizona, and the Parties hereby irrevocably waive any right to object to such venue.

7.6 Successors and Assigns. The rights established under this Agreement and the Expansion Development Plan are not personal rights but attach to and run with the PIR Property. All of the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto pursuant to ARIZ. REV. STAT. § 9-500.05(D). Upon PIR's transfer of the PIR Property, or any portion thereof, the transferee(s) shall automatically become the owner hereunder and the City shall release all prior owner(s) from the obligations of this Agreement that are to be performed in that portion of the PIR Property that has been transferred. This Agreement may be assigned by PIR to any successor in interest to the PIR Property (or any portion thereof) without the consent of City, provided that PIR provides the City with written notice of such assignment and the identity of the assignee within fifteen (15) days of such assignment.

7.7 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by either Party of any breach of any of the terms, covenants or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same for any other term, covenant or condition herein contained.

7.8 Attorneys' Fees. In the event of any actual litigation between the Parties in connection with this Agreement, the Party prevailing in such action shall be entitled to recover from the other Party all of its reasonable costs and fees, including reasonable attorneys' fees, which shall be determined by the court and not by the jury.

7.9 Limited Severability. The City and PIR each believe that this Agreement was executed, delivered and performed in compliance with all applicable laws. However, in the unlikely event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement is declared void or unenforceable by a court of competent jurisdiction (or is construed as requiring the City to do any act in violation of any applicable laws, constitutional provision, law, regulation or City Code), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic or otherwise) to the Parties as if such severance and reformation were not required. The Parties further agree, in such circumstances, to do all acts and to execute all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

7.10 Exhibits. All exhibits attached hereto are incorporated herein by this reference as though fully set forth herein.

7.11 Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the Parties hereto, oral or written, are hereby superseded by and merged into this Agreement.

7.12 Recordation of Agreement. This Agreement shall be recorded in the Maricopa County Recorder's Office within ten days after its approval and execution by the City.

7.13 No Partnership; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other agreement between PIR and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person or entity not a Party hereto, and no such other person or entity shall have any right or cause of action hereunder.

7.14 Additional Acts and Documents. Each Party hereto agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement. If any action or approval is required of any Party in furtherance of the rights under this Agreement, such approval shall not be unreasonably withheld.

7.15 Headings; Counterparts. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

7.16 City Services. Upon completion of the Public Infrastructure, the City shall provide and maintain all City services to the PIR Property to the same extent and upon the same terms and conditions as those services are provided to other real properties in the City, except as otherwise provided herein.

7.17 Force Majeure. The performance of either Party and the duration of this Agreement shall be extended by any causes that are extraordinary and beyond the control of the Party required to perform, such as, but not limited to, a significant weather or geological event or other act of God, civil or military disturbance, labor or material shortage, or acts of terrorism.

7.18 Fair Interpretation. All Parties have been represented by counsel in the negotiation and drafting of this Agreement and this Agreement shall be construed according to the fair meaning of its language. The rule of construction that ambiguities shall be resolved against the Party who drafted a provision shall not be employed in interpreting this Agreement.

7.19 Computation of Time. In computing any period of time under this Agreement the date of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so completed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday, or legal holiday. The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. (local time in Phoenix, Arizona) on the last day of the applicable time period provided herein.

7.20 Amendment. No amendments are to be made to this Agreement except by written document executed by City and PIR. Within ten (10) days after the execution of the amendment by both parties, the amendment shall be recorded by the City with the Maricopa County Recorder, Maricopa County, Arizona. From time to time, PIR may apply to amend the Expansion Development Plan or the Ultimate Development Plan in accordance with the Rezoning and Major Sports and Entertainment District. Said amendments that are administratively approved under the Rezoning and Major Sports and Entertainment District may be approved without requiring or constituting amendment to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

"PIR"

PHOENIX SPEEDWAY CORP.,
a Delaware corporation

By: BRS

Name: Bryan R. Sperber

Title: President

"City"

CITY OF AVONDALE, an Arizona municipal corporation

By: Charles P. McClendon

Charles P. McClendon, City Manager

ATTEST:

Carmen Martinez

Carmen Martinez, City Clerk

(ACKNOWLEDGMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me on November 19, 2010, by Bryan R Sperber, who acknowledged that he signed the foregoing instrument as ___ _____ on behalf of PHOENIX SPEEDWAY CORP.

Marie Ellen Isabell
Notary Public

MARIE ELLEN ISABELL
Notary Public - Arizona
Maricopa County
My Comm. Expires Apr 6, 2014

My commission expires:

April 6, 2014

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me on November 23, 2010, by Charles P. McClendon, City Manager of the CITY OF AVONDALE, who acknowledged that he signed the foregoing instrument on behalf of the City of Avondale.

Amapola Arreola
Notary Public in and for the State of Arizona

My commission expires:

May 11, 2014

AMAPOLA ARREOLA
Notary Public - Arizona
Maricopa County
My Comm. Expires May 11, 2014

1305013.13

EXHIBIT H

City of Litchfield Park

Office of the City Manager

CITY OF AVONDALE
MAY 11 2011
DEVELOPMENT SERVICES

May 5, 2011

Mr. Ken Galica
Planner II
City of Avondale Development Services
11465 West Civic Center Drive, Suite 110
Avondale, AZ 85323

RE: Major General Plan Amendment PL-11-0015
Phoenix International Raceway

Dear Mr. Galica:

We are in receipt of your notice dated April 15, 2011, requesting our review and comments regarding the proposed Major General Plan Amendment, PL-11-0015, for property located at the site of the Phoenix International raceway.

Pursuant to our review, it does not appear that this proposal will have any effect on the City of Litchfield Park as currently proposed. However, if any changes occur regarding this proposal, we would respectfully request an opportunity to review any amended proposals or plans.

Thank you for the opportunity to comment, and please feel free to contact me if you have any questions regarding our response.

Sincerely,

Darryl H. Crossman
City Manager

cc: Thomas L. Schoaf, Mayor
Members of Council
Susan Goodwin, City Attorney
Pam Maslowski, Planning Services Coordinator
Woodrow C. Scoutten, City Engineer
Larry Harmer, W. C. Scoutten, Inc.

DOCS/PZ/NC/RFC Response/Avondale MajGenPlan PL110015 PIR 050511

214 West Wigwam Boulevard * Litchfield Park, Arizona 85340
Phone (623) 935-5033 * Fax (623) 935-5427 * TDD Number 1-800-367-8939
www.litchfield-park.org

GILA RIVER INDIAN COMMUNITY

POST OFFICE BOX 2140, SACATON, AZ 85147

TRIBAL HISTORIC PRESERVATION OFFICE

(520) 562-7162
Fax: (520) 562-5083

CITY OF AVONDALE
JUN 2 2011
DEVELOPMENT SERVICES

May 25, 2011

Ken Galica, Planner II
City of Avondale
Development Services
11465 W. Civic Center Drive #110
Avondale, AZ 85323

RE: Major General Plan Amendment PL-11-0015 Phoenix International Raceway

Dear Mr. Galica,

The Gila River Indian Community Tribal Historic Preservation Office (GRIC-THPO) received your supplemental Major General Plan Amendment for the Phoenix International Raceway dated April 14, 2011. The document describes an undertaking of the City of Avondale to upgrade and improve and expand facilities at the raceway and to rezone the raceway to Mixed Use land. The Phoenix International Raceway is bounded to the east by Gila River Indian Community Land, Arizona State Lands on the West, and the Estrella Mountain Regional Park on the south. Plan maps indicate that there will be no expansion of facilities outside the boundaries of current Phoenix International Raceway lands and only the current land holding are scheduled for rezoning.

The Estrella Mountains hold a significant position in our O'Odham cultural landscape and in our oral history. Minimization of sight, sound, and physical impacts to the mountain should be a primary concern of the planners for the City of Avondale. Provided that future development and rezoning is restricted to current City of Avondale lands, the GRIC-THPO concurs with Major General Plan Amendment PL-11-0015 for the Phoenix International Raceway. The project occurs within the ancestral lands of the Four Southern Tribes (Gila River Indian Community; Salt River Pima-Maricopa Indian Community; Ak-Chin Indian Community and the Tohono O'Odham Nation). Unanticipated discoveries shall be reported immediately to the GRIC-THPO.

Thank you for consulting with the GRIC-THPO on this project. If you have any questions please do not hesitate to contact me or Archaeological Compliance Specialist Larry Benallie, Jr. at 520-562-7162.

Respectfully,

Barnaby V. Lewis
Tribal Historic Preservation Officer
Gila River Indian Community

Ken Galica

From: Kurt Cotner <KCotner@azmag.gov>
Sent: Friday, June 03, 2011 10:21 AM
To: Ken Galica
Subject: Major General Plan Amendment PL-11-0015 (PIR)

Hello Ken,

MAG has reviewed the Major General Plan Amendment for Phoenix International Raceway and has no comment.

Thank you for the opportunity to review,

Kurt Cotner
GIS Analyst I
Maricopa Association of Governments
302 North 1st Ave, Ste 300
Phoenix, AZ, 85003
(602) 254-6300
Please note my new email address:
kcotner@azmag.gov

Flood Control District
of Maricopa County

www.fcd.maricopa.gov

2801 West Durango Street
Phoenix, Arizona 85009
Phone: 602-506-1501
Fax: 602-506-4601
TT: 602-505-5897

Board of Directors
Fulton Brock, District 1
Don Stapley, District 2
Andrew Kunasek, District 3
Max Wilson, District 4
Mary Rose Wilcox, District 5

June 15, 2011

Mr. Ken Galica
Planner II
City of Avondale
Development Services
11465 W. Civic Center Drive, #110
Avondale, AZ 85323

RE: Major General Plan Amendment Application (PL-11-0015)

Dear Mr. Galica:

Thank you for the opportunity to provide comments for the Major General Plan Amendment Application PL-11-0015, requesting a major amendment to the City of Avondale General Plan Land Use Map, affecting approximately 590 acres currently owned by Phoenix Speedway Corporation.

A small portion of the subject area appears to be within the floodway limits of the Gila River. This floodway is critical for conveying floodwaters during a one-percent annual flood event. Therefore, it is important that the floodway remain free of obstructions in case of a major flood. **Although the District is not opposed to the applicant's request as currently proposed, we strongly recommend that the floodway remain designated as open space, as depicted in Existing General Plan (Figure 3) provided in the applicant's narrative.**

Should you have any questions or comments, please contact me at (602) 506-8773 or farhadtavassoli@mail.maricopa.gov.

Sincerely,

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
Farhad Tavassoli, AICP, CFM
Floodplain Planning Specialist

Ken Galica

From: Farhad Tavassoli - FCDX <FarhadTavassoli@mail.maricopa.gov>
Sent: Thursday, June 16, 2011 5:13 PM
To: Ken Galica
Subject: RE: FCMC Comments on Avondale GPA Case No. PL11-0015

Hi Ken,

Although the District has no regulatory authority over floodplain development in Avondale, we appreciate that the applicant does not intend to build structures within the floodway. However, we choose to refrain from expressing support toward the proposal to change the current designation within the floodway from Open Space to Mixed Use. This is based on the District's policy direction regarding the floodways over which it has jurisdiction.

Sincerely,

Farhad Tavassoli, AICP, CFM
Flood Control District of Maricopa County
(602) 506-8773

From: Ken Galica [mailto:kgalica@avondale.org]
Sent: Thursday, June 16, 2011 1:34 PM
To: Farhad Tavassoli - FCDX; CarolynO@roselawgroup.com
Subject: FW: FCMC Comments on Avondale GPA Case No. PL11-0015

Hi Farhad,

Please see Carolyn Oberholtzer's response to your letter, below. Carolyn is the attorney serving as an applicant in PIR's GPA and rezoning requests. I would greatly appreciate hearing back from you regarding this request after reviewing Carolyn's response.

Thanks!

Ken Galica
Planner II
Development Services Department
11465 W. Civic Center Drive
Avondale AZ 85323
(623) 333-4019

AVONDALE 2030
GENERAL PLAN UPDATE

From: Carolyn Oberholtzer [mailto:CarolynO@roselawgroup.com]
Sent: Thursday, June 16, 2011 11:02 AM
To: Ken Galica; Tracy Stevens
Cc: Bullock, Scott (sbullock@iscmotorsports.com); bpikora@terraformadg.com; Tracy Stevens; Hopi Slaughter
Subject: FCMC Comments on Avondale GPA Case No. PL11-0015

Ken-

Thank you for sharing Mr. Tavassoli's letter, dated 6/15/2011, with us. As the applicant team discussed what acreage to include within the General Plan Amendment, we discussed the future development of the portion of the PIR property within the Gila River that Mr. Tavassoli points out. As is shown on the conceptual development plan (that has also been submitted with the zoning application for the property), the only future use designated for this piece is parking. Therefore, it is possible to get a Floodplain Use Permit for portions of this Property where the use proposed does not involve permanent structures (such as parking). As a result, we do not believe that Open Space is an appropriate designation. An additional wrinkle- if this piece of the Property is designated as Open Space, it cannot be rezoned to MSED- and this would complicate the applicant's obligations under the development agreement with the City with regard to the rezoning. Let me know if you have any follow-up questions and feel free to share this with Mr. Tavassoli.

Carolyn K. Oberholtzer

ROSE LAW GROUP pc

6613 N. Scottsdale Road, Suite 200
Scottsdale, Arizona 85250
Direct: 480.505.3934
Fax: 480.505.3925
Mobile: 602.300.2560

http://www.roselawgroup.com
www.twitter.com/RoseLawGroup
www.Facebook.com/RoseLawGroup
www.Facebook.com/RenewableEnergyAZ
www.roselawgroup.com/blog/wordpress

RLG is Service

Winner "Best places to work in Arizona"

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Think green, please don't print unnecessarily

Major General Plan Amendment for Phoenix International Raceway
Neighborhood Meeting Sign In Sheet
Tuesday, April 12, 2011 6:00 PM

Print Name	Signature	Address	Email / Phone
Nancy Held	Nancy Held	13911 W. Indian Springs Rd.	NancyKheld@Gmail.com
GARY HELD	Gary Held	"	—
Ron Emsley	Ron Emsley	7903 S 134th AVE Goodyear AZ.	
Andree Emsley	Andree Emsley	" "	emsleya@yahoo.com
Lorraine Hart	Lorraine Hart	6228 S 122 AVE Tolleson 85353	
JENNA KUMLER	Jenna Kumler	6216 S 121 AV Tolleson 85353	
Renee Farmer	R Farmer	6227 S 122 Ave	reneejimfarmer@yahoo.com
B+G Leskovar	B. Leskovar	8241 S. 133rd Ar	
Scott Gyman	Scott Gyman	12205 W Hopi St	
James Olvey			
Christine Edwards	Christine Edwards	9023 S. 134 Ave	6024108475 mcedwards@msn.com
Tammy R. Barba	Tammy R. Barba	13453 W. Beverly Goodyear 85338	jbarba709@msn.com

EXHIBIT I

Major General Plan Amendment for Phoenix International Raceway
Neighborhood Meeting Sign In Sheet
Tuesday, April 12, 2011 6:00 PM

Print Name	Signature	Address	Email / Phone
Elaine Billingsley	Elaine Billingsley	13132 W Beverly Rd	ebill_2000@yahoo.com
Kip Barnes	[illegible]	13226 W. Beverly Rd	KBARNES@MAFI.US
Paul Cook	Paul Cook	13324 W Beverly Rd	paulcook@earthlink.net
Robert Malczyk	[illegible]	16427 S. 123 Ave	R.Malczyk@att.net
Jerry Squire	[illegible]	13131 W. Beverly	Goodyear Az 85338
Guy Ferstl	[illegible]	13146 W S. Mtn Rd	Goodyear AZ 85338
Steve Gomez	[illegible]	13138 W. S. Mtn Rd	Goodyear Az 85338
Gil Nandin	[illegible]	13430 W. So Mtn	Goodyear 85338 g_nandin@q.com
Angel Nandin-Borrego	[illegible]	" " "	ana_3878@yahoo.com

EXHIBIT J

Phoenix International Raceway
Major General Plan Amendment and Rezoning
Neighborhood Meeting Minutes

April 12th, 2011 at 6:00 p.m.
Avondale City Hall, Ocotillo Conference Room

Minutes

5:45 p.m. Arrived and set-up for neighborhood meeting

6:00 p.m. Neighborhood meeting began. Four exhibit boards detailing the project were displayed for the public to review. Present to answer questions were Carolyn Oberholtzer, Benjamin Maresca and Heather Chadwick with Rose Law Group, Bob Pikora with Terraforma Design Group, Scott Bullock with International Speedway Corporation, and Lee Baumgarten with Phoenix Speedway Corporation. Our format was an open house meeting to individually engage the attendees as they reviewed the various maps and concepts. The large majority of the attendees were residents of the subdivision just west of the Phoenix Speedway Corporation Property in unincorporated Maricopa County.

Questions raised by the public participants were as follows (Answers given by development team members are in italics):

What will this new Raceway Category encompass; concerns expressed from several neighbors regarding a possible dirt racetrack and if concerts will be a use within this new category? *The current property currently has a General Plan designation of Employment, Rural Low Density Residential and Open Space. This is not consistent with what a Racetrack demands. The request is to change it to Mixed Use, which can include employment, office, retail and residential uses, until the City can adopt their new General Plan 2030, which will include a new category of "Sports and Entertainment". Additionally, PIR has requested a concurrent zone-change to MSED "Major Sport and Entertainment District". This district will permit the development of ancillary uses, such as commercial retail and hospitality uses, which may develop on the property in the long term which will ensure that the land uses meet the long term social and economic goals of the community. No motor cross or dirt racetrack uses are propose or allowed within the applications.*

6:20p.m. Neighborhood meeting was moved to another room within Avondale City Hall because of the great turn-out.

6:25p.m. How will you get water and sewer to the site without impacting the natural environment and what precautions will be taken to have minimal impact? *The neighbors were not so much concerned about their properties getting water and*

sewer because each of them have wells and septic tanks on their property. They were most concerned with the impact on the natural environment around them. The presenters responded that the facility operates currently on their own private systems. As improvements commence, the City's infrastructure will be extended to serve the property. While construction commences the developer will need to adhere to all dust control guidelines, SWSP and perform an Environmental Impact Study to preserve the land.

A question was asked how drainage and flooding will be addressed during 100-year or greater flood events? Residents cited the flooding of 1995 where the water flooded the parking lot on the north side of the road. *The racetrack will be working with a civil engineer to address drainage and floodplains. When new plans are submitted to the City for review, the engineer will need to address drainage and floodplain management requirements of the City before those plans are approved by the City.*

How high are the buildings in this project? *If the property is rezoned to MSED the maximum height a building can be is 230 feet and architectural design guidelines apply to ensure maximum visibility of the Estrella Foothills.*

Why does the application have to encompass the entire property owned by Phoenix International Raceway? Residents questioned the need to rezone the entire property to the MSED. *The major driving force is to allow them to make some immediate improvements to allow them to remain competitive so that NASCAR continues to have two annual events at the track. Leaving the AG and Industrial zoning in place so that there would be 3 different categories on the property does not enable a cohesive development plan.*

How soon will all of this be built? Where are you in the process? *Repaving improvements are underway and structural changes will follow the adoption of the MSED application (and after the Major General Plan Amendment is approved). Residents were given the hearing schedule and advised that no future uses are proposed at this time, but the Conceptual Development Plan would enable the development of those uses in the future.*

How do we know that this won't change at some point and become something other than what is being proposed here? *All of the information that we have presented to you tonight comes directly from the Major General Plan Amendment and Rezoning documents that have submitted to the City. This proposed plan must be adhered to and the approvals will run with the land. In the future, if PIR or another developer wanted to change the zoning they would have to notify everyone within 500' and put up signs, just as we did with this application. Future site plan notifications will follow the city's process.*

Concerns on how the land was planned and why does the Future Mixed Use have to be along Indian Springs Road so close to their property? *The presenters took in*

every concern about this and reminded the neighbors that as it stands right now in the Conceptual Development Plan that there are no buildings proposed within a half mile of the nearest neighboring property boundary to the west.

Neighbors expressed that they would like to see local businesses be offered the opportunity to locate within the proposed mixed use before other national chains. Local businesses would attract residents from the west neighborhoods as well as Avondale and other communities to frequent PIR during non-race events. This could represent the local flavor of Avondale. *Noted by Phoenix Speedway Corporation.*

Neighbors had general questions about PIR Operation, unrelated to this application, and related to "neighbor passes" and other race-day coordination. *Those questions and concerns were noted and have been relayed to PIR for further discussion and communication with the residents*

Some neighbors expressed that they have cut-through traffic looking for a short cut to PIR's parking areas for the races. There is not enough traffic control signs to let drivers know that their neighborhood does not access the race track or parking. Conversely, at the end of a race, some race fans cut the fence along the west property line and drive their vehicles through the neighborhood to get to Indian Springs Road. They cited that the dirt road that is South Mountain Avenue is the prime area where race fans exit PIR's parking areas. Residents wanted to know if a permanent fence or wall was going to be installed or if that fence is going to be repaired. *Informed residents that no walls or fencing are proposed with the GPA or the rezoning requests but future development will require screening and buffering in accordance with the MSED category. This fence neighbors referred to is not on PIR property.*

Many neighbors expressed concerns that their voice will not be heard in this zoning process at public hearing because they are on a small Maricopa County Island and do not reside within the Avondale Town limits? *We reminded them that their residency status did not eliminate their ability to comment on the project - as evidenced by the invitation to the neighborhood meeting and future invitations to the public hearings. Additionally, the residents were advised that the site is posted also to notify them of their ability to comment in the event that they do not reside within the notification area. Residents were informed of the hearing schedule beginning in June with the 1st Planning Commission Hearing, the 2nd Planning Commission Hearing in July, and the City Council Hearing in August.*

Concerns were expressed that fire and police will need to be expanded to this area if the proposed uses are built out. *The facility is already within the City's service area and to the extent that the addition of uses in the future requires additional services, that will be dealt with in the future site plan application packages.*

Concerns were expressed about the road infrastructure with the expansion of uses. *Traffic studies for additional uses will dictate the level of infrastructure necessary to serve the project.*

Concerns were expressed about lighting. *All future lighting is required to be oriented downward and away from neighboring properties.*

7:40 p.m. By this time all attendees had left, and the meeting adjourned. The total number of surrounding property owners that attend the meeting was 23. Please see the attached neighborhood sign-in sheets. Additionally, City Planner, Ken Galica, attended the meeting.

Excerpt of the Minutes of the special Planning Commission meeting held June 23, 2011 at 6:30 p.m. at the Avondale Municipal Operations Service Center, Lantana Room

COMMISSIONERS PRESENT
Michael Long, Chairman
Grace Carrillo, Commissioner
Lisa Amos, Commissioner
David Scanlon, Commissioner
Sean Scibienski, Commissioner
David Iwanski, Commissioner

COMMISSIONERS EXCUSED
Angela Cotera, Vice Chair

CITY STAFF PRESENT
Tracy Stevens, Planning Manager, Development Services Department
Chris Schmaltz, Legal Counsel
Ken Galica, Planner II, Development Services Department
Linda Herring, Development Services Representative

APPLICATION NO. PL-11-0015

APPLICANT: Ms. Carolyn Oberholtzer
Rose Law Group, PC
(480) 505-3934

PROPERTY OWNER: Phoenix Speedway Corp. / International Speedway Corp.
(623) 463-5400

REQUEST: This is a public hearing before the Planning Commission to review and solicit public input on application PL-11-0015, a request for a major General Plan Amendment for eleven parcels totaling approximately 590 acres located at 7602 South Avondale Boulevard. The subject property is currently developed with the Phoenix International Raceway (PIR) and related parking facilities. Staff Contact: Ken Galica

Ken Galica, Planner II, Development Services Department, stated that General Plan amendments to any property over 40 acres are considered major amendments. Major amendments require two public hearings before the Planning Commission. The first hearing is for information, discussion, and public comment purposes only. The Commission will make their recommendation at a second public hearing on July 21. On August 8, the amendment will go before City Council for adoption.

Mr. Galica said the PIR property is 590 acres, and spans both sides of Indian Springs Road. It is currently zoned a combination of A-1 General Industrial on the eastern half, and AG Agricultural on the western half. Surrounding uses are mainly undeveloped parkland, operated by the Maricopa County Parks Department, and a county subdivision. The 2002 General Plan land use map identifies three land use categories for the PIR property. The eastern portion is Employment, the western portion is Rural Low Density Residential, and there is a small strip of Open Space on the property as well.

Mr. Galica stated that PIR has filed an application to change the General Plan designation from a combination of Employment, Rural Low Density Residential and Open Space, to all Mixed Use. Mixed Use accommodates an intense mix of uses, typically involving a retail component. It is the proper designation for multi-faceted, unique projects such as PIR.

Mr. Galica said there are four required findings for General Plan amendments:

1. The development pattern contained on the land use map inadequately provides appropriate optional sites for the proposed change.
2. The amendment will be an overall improvement to the land use map and is not solely for the good or benefit of a particular landowner(s).
3. The amendment will not adversely impact the community as a whole and/or a portion of the community.
4. The amendment is consistent with the overall intent of the 2002 Plan and other plans, codes and ordinances adopted by the City.

Mr. Galica stated that the application meets the four required findings. For Finding No. 1, there are no other optional sites for PIR to relocate to. The existing facility has been there since the 1960s, and it would be impractical to relocate it to another place in the city. None of the existing mixed–use sites are larger than 240 acres, which would be less than half of the land required by PIR.

Mr. Galica provided analysis the application in regard to Finding No. 2. The amendment would be the first step in creating a destination environment which could draw more people to the area on a more frequent basis. Next month the Planning Commission will review the rezoning application, which describes the specifics of what will be allowed on the property. The Major Sports and Entertainment Zoning District would benefit from the critical mass of people who are attracted to uses such as PIR, encouraging more economic and recreational activity. Auto races at PIR generate about $500 million on an annual basis for the Phoenix metro area economy, but Avondale captures less than 1% of that. Allowing more uses to be constructed in the area would enable Avondale to capture a greater proportion of these revenues. It will protect existing jobs at the raceway, and likely lead to additional permanent jobs in the future. The amendment would likely increase construction sales tax in the near term.

Mr. Galica said the amendment meets Finding No. 3 because it has a relatively insignificant effect on the balance of uses in the General Plan. Further, it will not create any shortage in the three land use categories that are proposed to be replaced. It is unlikely that Rural Low Density Residential uses would ever be built on the property, since the land is owned by PIR and used for parking. The 2002 General Plan designates PIR and its environs as a growth area, which is designed to be a focal point for economic activity. As part of the amendment, PIR is working with the City to create a trail project on Monument Hill, which is the origin point for all surveying in Arizona. This project would increase usable open space, replacing the passive open space currently on site. The City has agreed to serve the property with standard water and sewer utilities to handle future development. The infrastructure required would be no different than what the area would need if developed industrial and residential. Staff has determined that adjacent roadways are sufficient to meet the current needs of the site. The infrastructure would have to be re-examined in the event of an expansion. No additional public safety facilities are required at this time. The community would not be adversely impacted.

Mr. Galica presented Finding No 4. The expansion would increase sales tax revenue to the City and provide additional places for entertainment and recreation. The current General Plan designation would not support development of ancillary tourism and commercial uses in the vicinity of PIR. It would encourage land development patterns that promote the efficient use of existing and proposed transportation facilities, and proposed S.R. 30 would be located north of the Gila River. Racing event goers are a captive market that would benefit from a mixed-use designation. The amendment would preserve and enhance the existing public services necessary to retain and support the growth of PIR. Avondale could become a gateway to regional attractions throughout the year. The City has incorporated the requirement for view studies into rezoning.

Staff recommends continuing the application to next month's regular meeting.

Commissioner Scanlon requested clarification of the applicant's official name. Mr. Galica explained that an applicant is any person that the property owner designates to be the primary contact with staff. In this case, staff primarily corresponds through Carolyn Oberholtzer of the Rose Law Group. Commissioner Scanlon noted that the name of the property owner is shown as International Speedway Corporation on one document and Phoenix Speedway Corporation on another. Mr. Galica responded that they are both correct. International Speedway Corporation is the parent company for Phoenix Speedway Corporation. Commissioner Scanlon stated that by his calculations, PIR makes up 2.2% of the city area, not 3.1%. Mr. Galica explained that the difference is made up by the portion of the City south of the Estrella Mountains, which is not included in some land use tables in the General Plan.

Commissioner Amos inquired whether the residential lots outside Avondale's planning boundary to the west are within Goodyear's planning area, and whether the planning boundary could ever be changed. Mr. Galica responded that he did not think the area is within any city's planning boundary. There is a process for changing planning boundaries. Commissioner Amos noted that some residents in the area requested annexation previously.

Commissioner Amos noted that PIR is asking that 590 acres out of 618.81 total acres be rezoned, and she asked about the remaining 28.5 acres. The applicant, Ms. Carolyn Oberholtzer, Rose Law Group, PC, 6613 North Scottsdale Road, Suite 200, Scottsdale, Arizona 85258, clarified that the discrepancy is a reflection of the gross and net acreage.

Ms. Oberholtzer introduced Scott Bullock, Director of Development, International Speedway Corporation (ISC), Lee Baumgarten, Director of Operations, Phoenix International Raceway, and Bob Pikora, Terraforma Design Group, who were also in attendance. She said PIR will be 50 years old in 2014. The raceway needs a facelift to stay competitive in the region. The application is the first part of the process to facilitate that effort.

Chairman Long opened the public hearing.

Commissioner Iwanski inquired about a June 15 letter from the Flood Control District of Maricopa County on future impacts of the project on the floodway. Mr. Galica acknowledged that the FCDMC did express some concern that structures would be built in the floodway. He noted Ms. Oberholtzer's response that pointed out that PIR only intends for those areas to be used for parking. The FCDMC indicated no serious concerns with that response. Avondale also has rigorous review procedures that would make it difficult to build something in the floodway, and if something was built, it cannot affect surrounding properties. Commissioner Amos noted that the

City of Phoenix, the Army Corps of Engineers, and the Tres Rios Project are planning earthworks which would alleviate the floodway concern.

Chairman Long closed the public hearing.

Commissioner Scibienski **MOVED** to continue the item to the next regular meeting in July. Commissioner Amos **SECONDED**. **The motion carried unanimously**.

Excerpt of the Minutes of the Planning Commission meeting held July 21, 2011 at 6:30 p.m. in the Council Chambers, Avondale City Hall.

COMMISSIONERS PRESENT
Michael Long, Chairman
Angela Cotera, Vice Chair
Grace Carrillo, Commissioner
Lisa Amos, Commissioner
David Scanlon, Commissioner
David Iwanski, Commissioner

COMMISSIONERS EXCUSED
Sean Scibienski, Commissioner

CITY STAFF PRESENT
Tracy Stevens, Planning Manager, Development Services Department
Chris Schmaltz, Legal Counsel
Ken Galica, Planner II, Development Services Department
Stacey Bridge-Denzak, Planner I, Development Services Department
Linda Herring, Development Services Representative

Applications PL-11-0015 and PL-11-0032 were presented concurrently with the Planning Commission holding two separate hearings and entertaining separate motions on each at the conclusion of the joint presentation.

APPLICATION NO. PL-11-0015

APPLICANT: Ms. Carolyn Oberholtzer
Rose Law Group, PC
(480) 505-3934

PROPERTY OWNER: Phoenix Speedway Corp. / International Speedway Corp.
(623) 463-5400

REQUEST: This is a public hearing before the Planning Commission to review and solicit public input on application PL-11-0015, a request for a major General Plan Amendment for eleven parcels totaling approximately 590 acres located at 7602 South Avondale Boulevard. The subject property is currently developed with the Phoenix International Raceway (PIR) and related parking facilities. Staff Contact: Ken Galica

Ken Galica, Planner II, Development Services, explained that application PL-11-0015 is a major General Plan amendment request for the Phoenix International Raceway (PIR) property. The property is approximately 590 acres, or 618 including the Indian Springs Road right of way. It is located south of the Gila River, adjacent to Avondale Boulevard. The property is currently a combination of Agricultural AG zoning and A-1 General Industrial zoning. Surrounding zoning is a combination of Agricultural AG, and Rural Residential RR-43.

Mr. Galica said the property is at the far north end of the City's southern planning area. The proposal of the application is to amend the General Plan for the entire 590 acres, to Mixed Use, which is a designation that encourages a mix of higher intensity uses, such as retail and entertainment.

Mr. Galica said there are four required findings for General Plan amendment approvals:

1. The development pattern contained on the land use map inadequately provides appropriate optional sites for the proposed change.
2. The amendment must be an overall improvement to the land use map and cannot be solely for the good or benefit of a particular land owner(s).
3. The amendment cannot adversely impact the community as a whole and/or a portion of the community.
4. The amendment must be consistent with the overall intent of the 2002 Plan and other plans, codes, and ordinances adopted by the City.

Mr. Galica said PIR is an existing facility that has operated in its current location since the 1960s. It would be impractical to move it elsewhere, and no other mixed use site in the City is greater than 240 acres, which is less than half the size of the subject property. Therefore, it meets Finding No. 1.

Mr. Galica said the application also meets Finding No. 2. The amendment would help PIR create a destination environment that could draw more people to the area on a more regular basis. Avondale could capture a greater share of the economic benefit from the PIR race events, benefits that currently are captured by surrounding communities. ASU's Carey School of Business estimated that the economic impact of the two races at PIR amounts to about $500 million, but approximately only one percent is captured by Avondale. Staff believes that the amendment would also help protect existing jobs at the raceway and attract new jobs as the property develops. Without improvement, PIR could potentially consider leaving Avondale. In the short term, construction taxes would increase, as would permit and development fees, which would benefit City services and CIP projects.

Mr. Galica said the amendment meets Finding No. 3 because it has a relatively insignificant effect on the balance of uses in the General Plan. It does not create any shortages in the three land use categories being replaced. Specifically, it is unlikely that development would occur under the current Rural Low Density Residential use, since the land is owned by PIR and is used for parking. The 2002 General Plan specifically identifies PIR property and the surrounding area as a Growth Area, and is therefore appropriate for more intense use. Additionally, PIR is working with the City to create a trail project on Monument Hill. This project would increase the amount of usable open space, replacing some open space that is currently unusable. The City has agreed to serve the property with standard water and sewer utilities sufficient to handle future development. The adjacent roadways are sufficient to meet the current needs of the site. With future improvements, infrastructure upgrades to Indian Springs Road would be necessary, but these would be required if the area were developed in any manner. No additional public safety facilities would be required for this General Plan amendment.

Mr. Galica stated that the application meets Finding No 4. One of Avondale's economic goals is to support the development of ancillary, commercial, and tourism uses in the vicinity of PIR. The current General Plan designation does not support this policy. Avondale also wants to encourage development that would increase the City's sales tax revenues, and Mixed Use would do this. The City supports the preservation and enhancement of public service levels for residents and

businesses. The City must work with PIR as a partner to ensure that they remain competitive in the racing industry. Avondale also strives to encourage land development patterns that promote the efficient use of existing and proposed transportation facilities. The planned S.R. 30 freeway will eventually be built north of the Gila River, making PIR much more accessible than it is now. Staff recommends approval of the General Plan amendment without stipulations.

Chair Long opened the public hearing for the General Plan amendment.

Mr. Lou Pattini, 38 Silver Forest Ct, Azusa, CA 91702, said his family owns property 1.25 miles west of PIR. He inquired whether there would be any improvements made to Indian Springs Road westbound to the park. He also asked whether taxes would be increased. How far will sewer and water extend? Will it just be to the boundary of PIR or would it continue to the residents to the west? He also wondered whether a bridge would be constructed across El Mirage and Dysart Road when the freeway is built. PIR has been known to attract 110,000 people, and the main issues are road capacity and safety.

Mr. Galica responded that when additional mixed use development occurs, the demand will be studied to determine what types of infrastructure improvements would be necessary. Improvements would be built to current City standards, which typically include medians and landscape islands. He said the project should only help the tax situation for Avondale residents. Much of the property to the west of PIR is located outside the City's area. Avondale is always willing to talk to any residents living outside the planning boundary who desire service, and want to evaluate what it would take to receive it, although it isn't always possible. He said a bridge crossing at El Mirage Road could be part of the proposed highway project, but it would likely not be a City project.

Chair Long closed the public hearing.

Commissioner Iwanski **MOVED** to accept the findings and recommend approval of application PL-11-0015, a request to amend the General Plan Land Use Map from Employment, Rural Low Density Residential, and Open Space to Mixed Use for 590 acres generally located at the southwest corner of Avondale Boulevard and Indian Springs Road. Commissioner Scanlon **SECONDED**.

ROLL CALL VOTE

Commissioner Carrillo	Aye
Commissioner Scanlon	Aye
Vice Chair Cotera	Aye
Commissioner Amos	Aye
Commissioner Iwanski	Aye
Commissioner Scibienski	Excused
Chairman Long	Aye

The motion carried 6-0.

APPLICATION NO. PL-11-0032

APPLICANT: Ms. Carolyn Oberholtzer
Rose Law Group, PC
(480) 505-3934

PROPERTY OWNER: Phoenix Speedway Corp. / International Speedway Corp.
(623) 463-5400

REQUEST: This is a public hearing before the Planning Commission to review and solicit public input on application PL-11-0032, a request to rezone eleven parcels totaling approximately 590 acres (618 gross acres) located at 7602 South Avondale Boulevard. The subject property is currently developed with the Phoenix International Raceway (PIR) and related parking facilities. The Rezoning request will change the zoning of the subject property from a combination of A-1 (General Industrial) and AG (Agricultural) to MSED (Major Sports & Entertainment). Staff Contact: Ken Galica.

Mr. Galica stated that PL-11-0032 is a rezoning request for the Phoenix International Raceway (PIR) property described in General Plan amendment request PL-11-0015. PIR requests a rezoning from Agricultural AG to the Major Sports and Entertainment District (MSED). This district was created in 2010 to accommodate large-scale entertainment/sports facilities and surrounding mixed use development. There are several requirements for the MSED, including a conceptual development plan, a view analysis to ensure that building heights do not interfere with important view corridors, a comprehensive sign plan, and conformance with all Section 5 stipulations.

Mr. Galica said the MSED would accommodate the racetrack itself, and surrounding uses of retail, restaurants, hospitality, office, ecotourism, RV parking and related light industrial that benefits from proximity to the racetrack. Development standards for the MSED are quite different from typical districts. The maximum height for stadiums is 230 feet, while the maximum height of hotels/offices would be 160 feet. All other uses would be restricted to 40 feet. Parking and landscaping requirements are somewhat reduced for the venues only. Ancillary developments would still be subject to standard requirements.

Mr. Galica said PIR's conceptual development plan involves five subcategories of land use: the racetrack itself, race-related uses, venue parking, future parking, and mixed use. The most urgent need is to upgrade the race and race-related facilities. The future mixed use development is part of the long-term vision.

Mr. Galica reviewed the results of the view analysis, which consisted of photo simulations from three specific locations; the intersection of Avondale Boulevard and Coldwater Springs Boulevard, the Avondale Boulevard and Lower Buckeye Road intersection, and El Mirage Road at the Gila River crossing. A building at maximum height would not be visible from the first location. The facility would be visible from the second location, but low enough so as not to interfere with the ridgelines of the Estrella Mountains. From the third location, the facility would be situated so as not to hinder any views of the mountains.

Mr. Galica said the MSED would allow developers to propose signage in excess of Zoning Ordinance allowances. PIR's comprehensive sign plan is in accordance with expectations for major sports facilities. It would also include several sign types unique to sporting venues, and integrated LED displays. Permitting and inspections would follow current City procedures.

Mr. Galica said staff recommends approval of the rezoning request subject to six stipulations, three are standard, one is related to sign permitting inside the stadium, and two were requested by the Gila River Indian Community and are related to protection of the mountains and for archeological discoveries.

Vice Chair Cotera inquired about parking and other uses related to the floodplain. Mr. Galica explained that as new development occurs on what is now parking lot, it would be subject to all necessary reviews to ensure that it is brought safely out of the floodplain. A planned levee project would likely stop or reduce most of the flooding.

Vice Chair Cotera inquired about the venue capacity increase once the new grandstands are built, and questioned whether the infrastructure would be able to accommodate the extra traffic. Mr. Galica responded that those types of details are still being worked out. Race-related traffic is such that additional capacity would likely not even be noticed. It is possible that the improvements would increase capacity, but probably would not double it.

The applicant, Ms. Carolyn Oberholtzer, Rose Law Group, PC, 6613 North Scottsdale Road, Suite 200, Scottsdale, Arizona 85258 first introduced representatives of PIR that were present: Doug Bolas, Vice President, North American Testing Company (NATC); Scott Bullock, Director of Corporate Development, International Speedway Corporation (ISC); Daniel Waeger, Infinite Scale Design Group; and Bob Pikora, Terraforma Design Group. She explained that the current plan is to keep seating exactly the same at 50,000, but the current bleacher seating would be structurally altered. The City established a maximum of 79,000 seats that could be built before triggering a need for more traffic studies. Vice Chair Cotera felt that 79,000 spectators would represent a significant increase in traffic. Ms. Oberholtzer explained that the City's maximum was based on a recent event that accommodated 79,000 spectators.

Vice Chair Cotera felt that some of the media elements described in the sign plan could be excessive, considering their proximity to the mountain areas. She inquired whether limits would be placed on non-race day displays. Mr. Galica responded that the comprehensive sign plan contains rules for LED signage. The restrictions outside of event weeks are much more extensive. The signs are intended to enhance the experience of the spectators. Ms. Oberholtzer added that the sign package divides all allowable signs into zones. Within each zone, maximums are established, and certain activities are disallowed outside of event weeks.

Vice Chair Cotera described how stargazing events in Estrella Mountain Ranch Park benefit from the dark skies that are currently available in that part of the Valley. That quality should not be sacrificed during non-event weeks, because it is a unique resource in the area. Ms. Oberholtzer responded that staff made certain that the sign plan satisfies the City's regulations on light pollution. No light pollution would be allowed off the property boundary from the venue itself. Vice Chair Cotera noted that astronomy generates $1.2 billion a year for Arizona. Light pollution from large projects is a concern the entire state shares.

Mr. Galica confirmed for Commissioner Scanlon that Avondale has a well-established standard that does not allow light of more than one foot candle to trespass across property lines. Most privately generated light stays where it should. He clarified that there is a difference between

light trespass and light that is visible. The Zoning Ordinance has a higher control standard for LED sign brightness than the Arizona Sign Association's recommendation. Additional controls apply when signs face residential areas. The regulations are as strict as possible without disallowing the signs entirely. He clarified that nothing specifically prevents PIR from running LED signs on non-event weeks, but they are limited with what they can do during these periods. Smaller events will occur at PIR outside of race weeks and the signage will most likely be used for those.

Commissioner Scanlon noted that the grandstand is going to be a maximum of 240 feet high, and inquired whether the parking lot light poles would extend higher than that. Mr. Galica said parking lot poles are 110 feet high.

Commissioner Iwanski said the increased attendance would be great for the City, but questioned whether the water and sewer system would have the capacity to handle 79,000 or more people. Mr. Galica responded that everything is being overdesigned to accommodate future development.

Vice Chair Cotera said Westgate is one of the biggest sources of light pollution in the West Valley. She requested a comparison to that project. Mr. Galica said the Westgate project includes two stadiums and restaurants/retail uses. The PIR sign package only addresses the stadium signage itself. In the event of future mixed use development, those structures would have to adhere to the sign ordinance, or an amendment would be required with Planning Commission and City Council approval. The stadium signage alone would be very similar to the stadiums at Westgate.

Commissioner Scanlon asked about the maximum committed height of the mixed use structures. Mr. Galica explained that the hotel and office structures are allowed to be 160 feet tall, and have to be oriented so as to result in the least obtrusive views of the mountains.

Chair Long open the public hearing for rezoning request for PL-11-0032. With no citizens wishing to speak, the public hearing was closed.

Vice Chair Cotera **MOVED** to accept the findings and recommend approval of application PL-11-0032, a request to rezone property located at the southwest corner of Avondale Boulevard and Indian Springs Road from A-1 (General Industrial) and AG (Agricultural) to MSED (Major Sports & Entertainment), subject to six staff recommended stipulations. Commissioner Amos **SECONDED**.

ROLL CALL VOTE

Commissioner Carrillo	Aye
Commissioner Scanlon	Aye
Vice Chair Cotera	Aye
Commissioner Amos	Aye
Commissioner Iwanski	Aye
Commissioner Scibienski	Excused
Chairman Long	Aye

The motion carried 6-0.

RESOLUTION NO. 2997-811

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE CITY OF AVONDALE GENERAL PLAN REGARDING THE LAND USE DESIGNATION OF APPROXIMATELY 590 ACRES LOCATED WEST OF AVONDALE BOULEVARD AND SOUTH OF INDIAN SPRINGS ROAD AS SHOW IN FILENAME PL-11-0015.

WHEREAS, the City of Avondale General Plan (the "General Plan") was adopted by the Mayor and Council of the City of Avondale (the "City Council") on June 17, 2002, and ratified by the qualified electors of the City of Avondale (the "City") on September 10, 2002; and

WHEREAS, the General Plan establishes the authority and procedures for amendments to the General Plan land use designations; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-461.06 and the General Plan, the City has given notice to and provided the opportunity for comment on the amendment to the General Plan to Littleton Elementary School District, Arizona Department of Transportation, Gila River Indian Community, Maricopa Association of Governments, Arizona Department of Game and Fish, City of Goodyear, City of Litchfield Park, Maricopa County Planning & Development, City of Tolleson, Arizona Bureau of Land Management, City of Phoenix, Tolleson Union High School District, Arizona Commerce Authority and Maricopa County Flood Control District; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-461.06 and the General Plan, the City has consulted with, advised and provided the opportunity for public comment on the amendment to the General Plan; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-461.06 and the General Plan, the City Planning and Zoning Commission (i) held public hearings in the City Council Chambers on June 23, 2011 and July 21, 2011, on the proposed General Plan amendment and (ii) provided notice of such hearing by publication of said notice in the *West Valley View* on June 7, 2011 and July 5, 2011; and

WHEREAS, pursuant to the General Plan, the City Council (i) held a public hearing in the City Council Chambers on the proposed General Plan amendment on August 8, 2011 and (ii) provided notice of such hearing by publication of said notice in the *West Valley View* on July 19, 2011; and

WHEREAS, the City Council finds and determines that (i) proper notice has been given in a manner required by ARIZ. REV. STAT. § 9-461 *et seq.* of the proposed General Plan amendment and (ii) each of the required publications have been made in the *West Valley View*, a newspaper of general circulation in the City; and

WHEREAS, the City Council desires to amend the General Plan to change the land use designation for approximately 590 acres of real property generally located west of Avondale Boulevard and south of Indian Springs Road from "Employment" (approximately 298 acres), "Rural Low Density Residential" (approximately 228 acres) and "Open Space" (approximately 64 acres) to "Mixed Use."

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE, as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The General Plan is hereby amended to change the land use designation for approximately 590 acres of real property generally located west of Avondale Boulevard and south of Indian Springs Road, as shown in filename PL-11-0015, as more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by reference, from "Employment", "Rural Low Density Residential" and "Open Space" to "Mixed Use."

SECTION 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, August 8, 2011.

_____
Marie Lopez Rogers, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, City Attorney

1545213.1

EXHIBIT A
TO
RESOLUTION NO. 2997-811

[General Plan Amendment Legal Description and Map]

See following pages.

LEGAL DESCRIPTION
PHOENIX INTERNATIONAL RACEWAY

A portion of the North half of Section 1, a portion of the North half of Section 2 and a portion of the North half of G.L.O. Lot 1 of Section 3, Township 1 South, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona. More particularly described as follows:

BEGINNING at the Northeast corner of said Section 1, a found 3 1/2" B.L.M. aluminum cap;

Thence South 00 Degrees 22 Minutes 00 Seconds West along the East line of said Section 1 a distance of 2644.69 to the East quarter corner of said Section 1, a found 2 1/2" B.L.M. brass cap;

Thence North 89 Degrees 29 Minutes 49 Seconds West along the East-West mid-section line of said Section 1 a distance of 5266.78 feet to the West quarter corner of said Section 1 and the East quarter corner of said Section 2;

Thence North 89 Degrees 33 Minutes 48 Seconds West along the East-West mid-section line of said Section 2 a distance of 4947.78 feet to the Southeast corner of the West half of the Southwest quarter of the Southwest quarter of the Northwest quarter of said Section 2, a found 1/2" rebar L.S. cap # 10846;

Thence North 00 Degrees 12 Minutes 22 Seconds East a distance of 660.01 feet to the Northeast corner of the West half of the Southwest quarter of the Southwest quarter of the Northwest quarter of said Section 2, a found 1/2" Rebar L.S. # 10846;

Thence North 89 Degrees 34 Minutes 53 Seconds West a distance of 330.05 feet to the Northwest corner of the West half of the Southwest quarter of the Southwest quarter of the Northwest quarter of said Section 2, a found 1/2" rebar L.S. # 10846;

Thence North 00 Degrees 11 Minutes 47 Seconds East along the West line of said Section 2 a distance of 1409.24 feet to a point that bears South 00 Degrees 11 Minutes 47 Seconds West a distance of 625.10 feet from the Northwest corner of said Section 2;

Thence North 89 Degrees 18 Minutes 54 Seconds West a distance of 880.23 feet;

Thence South 89 Degrees 29 Minutes 54 Seconds West a distance of 411.08 feet to a found ½" rebar L.S. #10846;

Thence North 00 Degrees 12 Minutes 30 Seconds East a distance of 629.41 feet to a point on the North line of said Section 3, from which the Northwest corner of the Northeast quarter of the Northeast quarter of Section 3 bears North 89 degrees 30 minutes 05 seconds West a distance of 30.00 feet;

Thence South 89 Degrees 30 Minutes 05 Seconds East along the North line of said Section 3 a distance of 1291.13 feet to the Northeast corner of said Section 3 and the Northwest corner of said Section 2, a found 2" aluminum cap L.S. # 25087 (0.26 feet north);

Thence South 89 Degrees 30 Minutes 05 Seconds East along the North line of said Section 2 a distance of 9.10 feet to a found GLO Brass Cap;

Thence South 89 Degrees 15 Minutes 40 Seconds East along the North line of said Section 2 a distance of 2627.40 feet to the North quarter corner of said Section 2, a found 2-1/2" Maricopa County Aluminum cap L.S. # 37174;

Thence South 00 Degrees 08 Minutes 06 Seconds West along the North-South mid Section line of said Section 2 a distance of 680.18 feet to the Southwest corner of the North half of G.L.O. lot 2 of said Section 2;

Thence South 89 Degrees 24 Minutes 44 Seconds East along the South line of the North half of G.L.O. lots 1 and 2 of said Section 2 a distance of 2636.96 feet to a point of the East line of said Section 2;

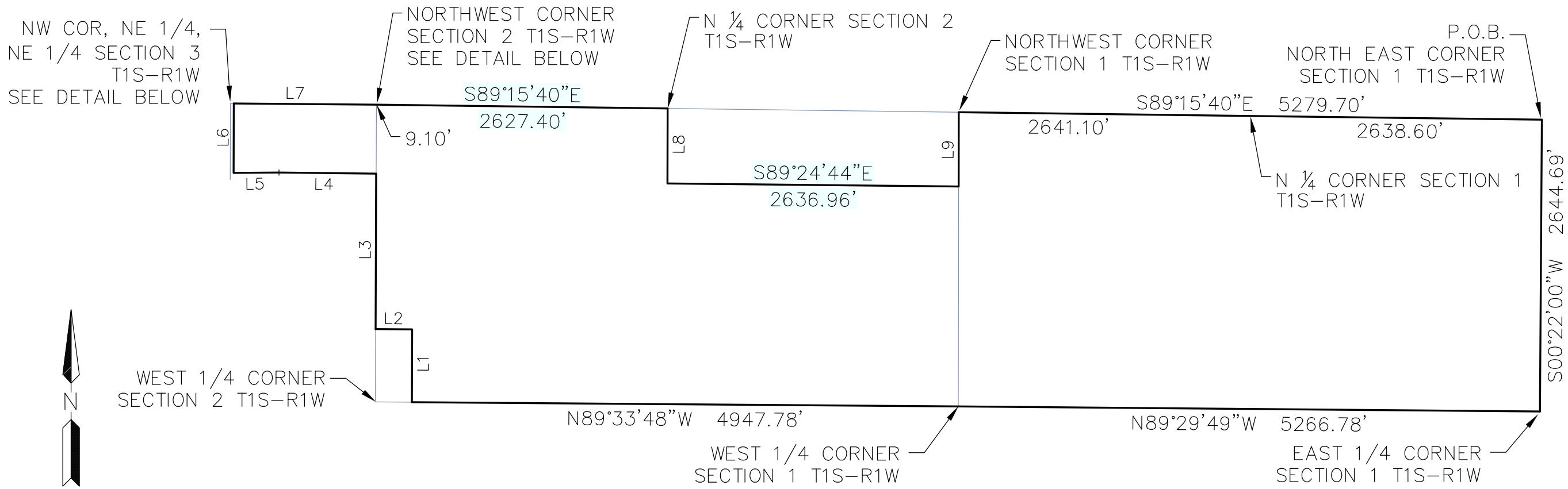
Thence North 00 Degrees 05 Minutes 28 Seconds East along the East line of said Section 2 a distance of 673.23 feet to the Northeast corner of said Section 2 and the Northwest corner of said Section 1;

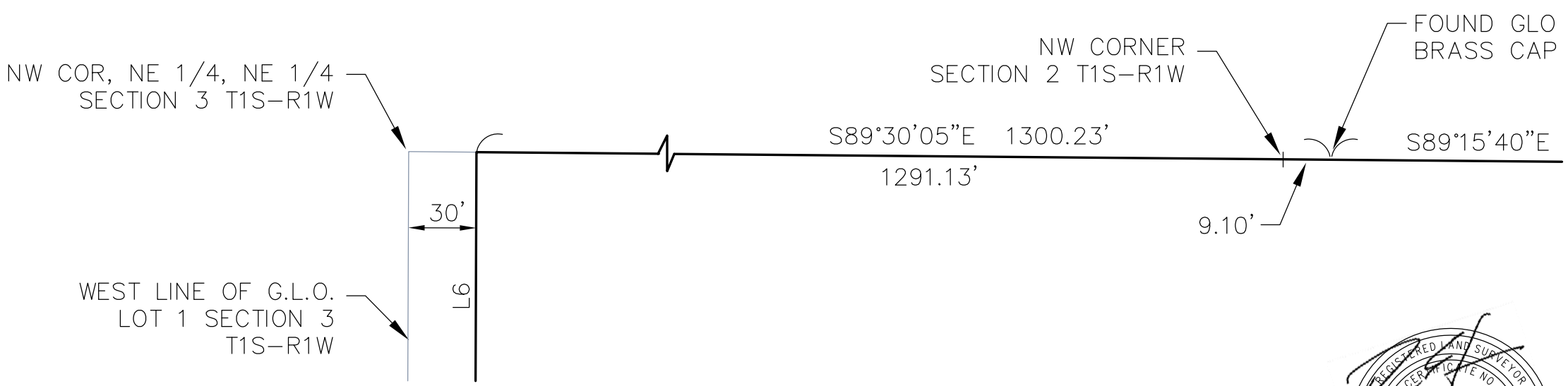
Thence South 89 Degrees 15 Minutes 40 Seconds East along the North line of said Section 1 a distance of 2641.10 feet to the North quarter corner of said Section 1, a found 3" Maricopa County brass cap L.S. # 37174;

Thence South 89 Degrees 15 Minutes 40 Seconds East along the north line of said Section 1 a distance of 2638.60 feet **TO THE POINT OF BEGINNING.**

Area of said parcel is 618.62 acres, more or less.

Registered Land Surveyor
CERTIFICATE NO.
27742
RICHARD E.
JONES
Date Signed 6-13-11
ARIZONA, U.S.A.
Expires 3/31/2012





Line Table		
Line #	Length	Direction
L1	660.01	N00°12'22"E
L2	330.05	N89°34'53"W
L3	1409.24	N00°11'47"E
L4	880.23	N89°18'54"W
L5	411.08	S89°29'54"W
L6	629.41	N00°12'30"E
L7	1300.23	S89°30'05"E
L8	680.18	S00°08'06"W
L9	673.23	N00°05'28"E

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
27742
RICHARD E.
JONES
Date Signed 6/13/11
ARIZONA U.S.A.
Expires 3/31/2012

PHOENIX INTERNATIONAL RACEWAY

INDIAN SPRINGS ROAD & EL MIRAGE ROAD
AVONDALE, ARIZONA

LEGAL EXHIBIT

3010 SOUTH PRIEST DR. STE 102
TEMPE, ARIZONA 85282
PH (480) 629-8830

CIVIL ENGINEERING • WATER RESOURCES • PLANNING
CONSTRUCTION MANAGEMENT • SURVEY

VANTAGE RESOURCES, LLC

PROJ #:	2080
DATE:	6/13/2011
SCALE:	1"=1000'
DRAWN:	SKF
SHT. 1 OF 1	

X:\2080\Exhibits\2080 legal.dwg 06-13-2011 – 2:45pm

DEVELOPMENT SERVICES

SUBJECT:
Public Hearing and Ordinance 1466-811 – Phoenix International Raceway Rezoning (PL-11-0032)

MEETING DATE:
August 8, 2011

TO: Mayor and Council

FROM: Sue McDermott, Development Services Department Director/City Engineer (623) 333-4211

THROUGH: Charlie McClendon, City Manager (623) 333-1015

REQUEST: Adoption of Ordinance 1466-811, rezoning property from AG (Agricultural) and A-1 (General Industrial) to MSED (Major Sports and Entertainment District).

PARCEL SIZE: Eleven parcels totaling approximately 590 net acres (618 gross acres)

LOCATION: Southwest corner of Avondale Boulevard and Indian Springs Road, intermittently abutting both sides of Indian Springs Road and extending roughly 2 ¼ miles to the west from the Avondale Boulevard bridge (Exhibits C and D).

APPLICANT: Ms. Carolyn Oberholtzer, Rose Law Group, PC (480) 505-3934

OWNER: International Speedway Corp/Phoenix Speedway Corp. (623) 463-5400

BACKGROUND:

The subject property is located at the southwest corner of Avondale Boulevard and Indian Springs Road and extends approximately 2 ¼ miles west from the Avondale Boulevard bridge crossing the Gila River. This request primarily concerns property located south of Indian Springs Road which is the location of Phoenix International Raceway (PIR), accessory uses related to the race track, and associated parking facilities. The request also includes several parcels located north of Indian Springs Road currently used for incidental parking and other race related uses. All of the parcels within the request are owned by Phoenix Speedway Corporation, a local subsidiary of International Speedway Corporation. The racetrack was built in 1963 and opened in 1964.

The portion of the property west of El Mirage Road was annexed on June 24, 1987. The remainder of the property east of El Mirage Road was annexed on August 6, 1990. Records indicate that the property has had its current zoning, a combination of A-1 (General Industrial) and AG (Agricultural) since 1990.

A major General Plan Amendment (GPA) is scheduled to be heard by the Commission prior to this rezoning application. If approved, that GPA will change the land use designation for the entire subject property to Mixed Use (Exhibit B). The Mixed Use designation provides for a mix of high intensity uses with a retail commercial emphasis. Mixed uses may include commercial (retail, service, entertainment, and office), residential, hotel, and employment (light industrial, research and development) components. Approval of the GPA is required in order for this request for rezoning to be in conformance with the General Plan Land Use Map.

The uses and current zoning of the surrounding properties are as follows:

- **SOUTH:** The Estrella Mountain Regional Park, an outdoor recreational facility operated by the Maricopa County Park System. The property is located within Avondale's corporate limits and is zoned AG (Agricultural). The property is designated as Open Space on the General Plan Land Use Map.

- **WEST:** A non-platted Maricopa County island developed with single-family residences on lots that range between 1 and 5 acres in area and zoned Maricopa County Rural-43. This residential community was developed after PIR had already been in operation for a number of years. With the exception of a few small parcels, these lots are not located in the City of Avondale Planning Boundary and thus are not eligible for future annexation into the City.

- **NORTH:** Undeveloped land, the vast majority of which is in the Gila River floodway and undevelopable (except for potential riparian-related recreational uses). The parcels that have been annexed into the City feature AG (Agricultural) zoning. The remaining parcels which have not been annexed are zoned Maricopa County Rural-43.

- **EAST:** An undeveloped portion of the Gila River Indian Community and Monument Hill, an Arizona historical site which serves as the origin point of land surveying in the state. The portion of Monument Hill which lies within Avondale is zoned AG (Agricultural). The Gila River Indian Community reports no zoning in place for their adjacent property.

Additionally, the property is located south of the City's preferred alignment for SR30, a proposed state highway just north of the Gila River. If constructed, the SR30 will enhance vehicular access to the property via proposed interchanges at El Mirage Road and Avondale Boulevard.

SUMMARY OF REQUEST:

1. The applicant is requesting to rezone approximately 590 acres (618 acres including public street right-of-way) from a combination of AG (Agricultural) and A-1 (General Industrial) to Major Sports and Entertainment (MSED). The Major Sports and Entertainment District is designed to accommodate the unique demands and impacts of (1) facilities used to conduct major sports and/or entertainment events and (2) mixed use and/or destination entertainment development related to and operated in conjunction with a major sports/entertainment venue. Due to the unique characteristics, form, and impact of these types of large scale facilities, some deviation from traditional zoning standards is allowed in this district. The MSED District may be applied to any property on which a major sports and entertainment venue, such as PIR, is located. It may also be applied to non-abutting parcels within ¼ mile of MSED zoned land. Several non-abutting parcels north of Indian Springs Road are included in this request. City Council may only approve this rezoning request if the preceding PIR Major General Plan Amendment request is approved, which requires a minimum of 5 affirmative votes.

2. The applicant has submitted a MSED rezoning narrative (Exhibit F). The narrative specifies how this project will comply with all requirements of the MSED District, including development standards, design, permitted uses, signage, etc. Additionally, the narrative contains a conceptual development plan for the PIR property (Exhibit F - Figure 6) that denotes how portions of the site will be dedicated to the following different use categories:

- ***Race Facilities:*** This land use category covers approximately 80 acres and includes the existing oval track, seating areas, and infield area. Re-paving and reconfiguring the track has already commenced. Per the applicant's narrative, additional improvements to this area to include improving the infield with new competitor garages, construction of a new media center, and potential construction of new grandstand seating is expected in the “very near term.”

- ***Race Related:*** This land use category spans approximately 99 acres and includes the midway area for food and merchandise vending, restroom facilities, entertainment venues, maintenance facilities, corporate sponsorship areas, and VIP parking. Future improvements to

this area will be aimed at creating a more organized and friendly experience for fans attending PIR events.

- ***Future Mixed Use:*** This land use category is applied to three distinct areas totally approximately 97 acres. Future development of these portions of the site will accommodate employment, commercial, or retail type uses allowed in the MSED District (Zoning Ordinance Section 502.C), discussed in more detail below. The development of these portions of the site will be market driven and is not expected as rapidly as the improvements to the Race Facilities and Race Related areas.

- ***Parking:*** This category covers approximately 183 acres west of the race facilities and is used for spectator parking. This area contains drives which facilitate vehicular and pedestrian access to and from the site as well as internal circulation within the site. Additionally, a tram service operates in this area allowing spectators to travel to and from race track gates to their parking spaces.

- ***Future Parking:*** Approximately 111 acres at the far west and northwest corners of the PIR site are set aside for future parking. These areas are currently unimproved and, according to the applicant, there are no plans to improve these areas at this time. As future mixed use development occurs and displaces existing parking spaces, the need to improve these areas may develop.

- The remaining acreage is devoted to transportation, with roughly 20 acres of the site being used for privately maintained drive aisles to allow for on-site vehicular circulation. Additionally, the rezoning request will apply MSED zoning to approximately 28 acres of public right-of-way. Some portions of this right-of-way are currently not under Avondale jurisdiction and will be annexed before the rezoning ordinance, if approved, takes effect.

3. A view corridor analysis is required with any request to rezone property to MSED, the purpose of which is to ensure that proposed facilities will not have significant deleterious effects on the City's scenic corridors. The study provides computer generated depictions which illustrate the effects on view from various vantage points if a structure were built to the maximum height allowed in the district (230 feet). Please note, however, that although the structures built on the property would be allowed up to 230 feet, actual development may or may not approach that maximum height.

City staff instructed the applicant to perform this study from the following three vantage points (Exhibit F, Pages 7-9):

- The intersection of Avondale Boulevard and Coldwater Springs Boulevard, approximately 4.75 miles north of PIR. This location was chosen because it is adjacent to Coldwater Springs subdivision, the City's largest single-family residential community south of I-10. Additionally, this location is home to the Avondale Civic Center and marks the southern boundary of the City Center Specific Planning Area. The photo simulation shows that a 230 foot tall structure located on the PIR site would not be visible from this location.

- The intersection of Avondale Boulevard and Lower Buckeye Road, approximately 3 miles north of PIR. This location was chosen due to the heavy concentration of existing and planned single-family residences in the vicinity, including the 1,273 unit Del Rio Ranch subdivision, the 147 unit Fleming Farms subdivision, the 599 unit Diamond P Ranch subdivision, and the 552 unit Durango Park subdivision. Additionally, this location marks the northern boundary of the Estrella Foothills area. The photo simulation shows that a 230 foot tall structure located on the PIR site would be slightly visible but would have no impact on views of the mountain ridgelines.

- The intersection of El Mirage Road and the north bank of the Gila River, approximately 0.65 miles northwest of PIR. This location was chosen because it contains the nearest residential

subdivision to the PIR Race Facilities, the area of the site where the greatest building heights will be allowed. Additionally, this location may potentially become a hub for outdoor recreational activities such as hiking and riparian-related activities. From this location, the existing PIR structure is already visible. With new structures approaching 230 feet in height, the view of PIR becomes more dominant but does not obstruct views of the Estrella Mountains ridgeline or Monument Hill.

4. Uses allowed in the MSED District include:

- Stadiums, racetracks, arenas, concert pavilions, amphitheaters, performing arts centers, and other large-scale sports and entertainment venues.
- Dining/entertainment/cultural uses including amusement parks, museums, aquariums, movie theaters, bars, and restaurants.
- Retail sales.
- Hospitality uses, including hotels, resorts, and conference centers with associated facilities such as spas and golf courses.
- Multi-family residential development when integrated into the large-scale sports and entertainment venue. Standalone multi-family is not permitted.
- Professional, medical, and service uses, including offices, banks, business support centers, health clubs, hospitals, and emergency care.
- Light-industrial and/or educational facilities related to the major sports and entertainment venue. As it relates to PIR, uses could include facilities where advancements in racecar technology are researched, designed, and/or built, or an auto racing school.
- Ecotourism and educational facilities and green initiatives such as photovoltaic panels integrated into buildings or structures.
- Event-related recreational vehicle and mobile camper parking/camping, and non-event related RV and mobile camper parking/camping conductedentirely within the major sports entertainment venue (in the infield of PIR) in conjunction with a venue-sponsored program and provided that the campers are limited to short-term stays that do not exceed 14 consecutive days.
- Pet boarding and day care facilities subject to the conditions listed in Zoning Ordinance Sections 304.K and 304.L. The conditions are designed so that the impacts of animals on adjacent businesses or residents are minimized.
- Agricultural uses excluding dairy farms, limited to a period of three years after a property is zoned MSED unless a CUP is approved to extend the agricultural use.
- Standalone green initiatives, such as solar farms (CUP required).
- Child care centers (CUP required).
- Pharmacies (CUP required).
- Non-event related recreational vehicle and mobile camper parking and camping, and tent camping not located within the venue (CUP required).

5. Development standards for the project will comply with Zoning Ordinance Section 502.G. This subsection establishes one set of development standards for the major sports and entertainment venue (PIR Grandstands) and a second set of development standards for the other uses allowed in the district. Development standards for the track grandstands include minimum street and front setbacks of 20 feet and a maximum building height of 230 feet. Furthermore, buffer setbacks require buildings be located a minimum of 1 foot from any residential property line for each foot of building height. In this instance, however, the nearest adjacent residential uses to the grandstands are nearly 2 miles away to the west, and this buffer setback will not be required.

Development standards for all other uses are designed to encourage but not mandate pedestrian oriented development. For example, a zero front or street side setback is required, however, if development takes on a more suburban form, a minimum of twenty feet of setback from property line to parking area will be required. Maximum building heights for these uses will be limited to 40 feet, except that hotel and office uses could extend to 160 feet if oriented in a manner that protects scenic view corridors.

6. Parking will be provided in accordance with Zoning Ordinance Section 502.H. This Subsection exempts venues from maximum parking requirements, overnight RV parking requirements, minimum parking space size requirements, surface material requirements, and certain parking lot screening/landscaping requirements that are typically required in Avondale. For future mixed use portions of the site, standard parking requirements listed in Zoning Ordinance Section 8, Parking, will apply.

7. Site lighting will comply with Zoning Ordinance Section 502.I. To the extent possible, all lighting on the site will be designed to reduce external glare, uplighting, and light trespass onto adjacent properties. Light poles in the parking areas serving PIR are allowed up to 110 feet in height in order to reduce the number of poles required and, by extension, visual clutter in the parking areas. Within 75 feet of residentially zoned properties, however, these poles will be limited to 16 feet in height. For future mixed use development on the site, site lighting requirements listed in Zoning Ordinance Section 707, Outdoor Lighting, will apply.

8. Architecture of the racetrack facility will comply with the design guidelines for large-scale sports and entertainment venues contained in Zoning Ordinance Section 502.J. The size of these venues required the creation of new guidelines, as the City's typical design requirements were not created with a venue such as PIR in mind and were difficult if not impossible to adhere to. As stated in Section 502.J, these guidelines require the architecture of PIR to be “expressive of the primary activity occurring in the venue” (e.g. auto-racing) while also taking careful steps to complement the surrounding built and natural environments. To protect the Estrella Mountains, one of Avondale's most scenic and sensitive natural assets, additional language was deemed necessary to ensure development will be complementary to the natural surroundings of PIR. As such, staff has recommended a stipulation (#4) which states, “Sight, sound, and physical impacts to the Estrella Mountains shall, to the extent possible with a project of this scale, be minimized during the planning, design, and development processes.” Similar sentiment was expressed by the neighboring Gila River Indian Community since the Estrella Mountains are an integral part of their cultural history.

Specific examples of what will be required include shaded areas, promotion of pedestrian connectivity, refuge areas, and the use of quality design materials. Acceptable materials include, but are not limited to, sandstone, limestone, native stone, cultured or cast stone, precast concrete, textured concrete, sandblasted concrete, exposed aggregate concrete, sandblasted concrete block, glass, tile, wood, corten steel, stainless steel, galvanized steel, painted steel, metal panel systems, galvanized aluminum, oxidized copper, and rammed earth. Additionally, stucco finishes are allowed only if used in combination with other materials and cannot be a primary building material. For future mixed use development on the site, adherence to the Design Manual will be required.

9. Section 502.K of the Zoning Ordinance exempts major sports venues such as PIR from several

internal landscaping and screening requirements, including, but not limited to standard requirements for landscaping within parking areas and directly adjacent to structures. However, PIR will not be exempted from landscaping requirements for planting areas adjacent to public streets to ensure that the City's desired aesthetics are maintained from the public right-of-way. For future mixed use development on the site, landscaping and screening requirements listed in Zoning Ordinance Section 12, Landscaping, Fences, and Walls, will apply.

10. Zoning Ordinance Section 502.L allows developers within the MSED district the ability to propose signage in excess of City requirements subject to review and approval by the Planning Commission and City Council. Due to the fact that venues are regional if not national destinations, additional signage beyond what is typically allowed in Avondale could be warranted.

Accordingly, the applicant has submitted a Comprehensive Sign Plan (CSP) which proposes a wide variety of signage types and sizes that would be allowed across the site (Exhibit H). As expected, signage included in the proposal tends to be larger than what is generally allowed elsewhere within the City. Also, LED displays integrated into sign structures are proposed to be permitted for several sign types. The allowances in the applicant's proposal are very similar to the signage typically associated with large scale venues such as stadiums, arenas, and racetracks, as illustrated by the example images included in the CSP.

11. A Development Agreement (Exhibit G) between the City and PIR was approved in 2010 which will remain in effect through December 31, 2020. The agreement requires the City to provide water and sewer service to the facility in return for the owner's pledge to enhance the existing racetrack and construct new facilities on site. The City is not required to complete street improvements as part of the agreement; street improvements to Indian Springs Road will be the responsibility of the developer if a traffic study indicates that additional traffic lanes or other improvements are warranted as the result of new uses being added to the property. Enhancements to the current use of the property, such as replacement of the grandstands, will not trigger the need for transportation related improvements to the adjacent roadways.

12. The City and PIR have agreed to a Memorandum of Understanding (MOU) regarding the upcoming construction of the Monument Hill Trail project on land owned by the State of Arizona but leased by PIR. By virtue of this agreement, the City will be able to finalize the project in time for planned Centennial celebrations.

13. Based upon comments received from the Gila River Indian Community (GRIC) relating to the concurrent General Plan Amendment request, staff has included two stipulations. First, a stipulation is included which requires that sight, sound, and physical impacts to the mountains be minimized to the extent possible during the planning and development processes. Second, a stipulation is included that requires the developer to immediately report archaeological discoveries to the GRIC Tribal Historic Preservation Office. All other stipulations included in this request are standard for rezonings in Avondale.

14. Administrative approval of a master site plan in conformance with the conditions of this rezoning and which also meets all requirements of the MSED District will be required prior to the issuance of any permits for vertical construction. Surface improvements within the PIR venue itself, such as the ongoing improvements to the racing oval, are allowed to continue without any additional approvals.

PARTICIPATION:

The applicant conducted a neighborhood meeting on Tuesday, April 12, at 6:00 P.M. in City Hall's Ocotillo Conference Room. Due to the large turnout, the meeting was moved to the Mesquite Conference Room at approximately 6:20 P.M. The meeting was advertised in the March 22, 2011 edition of the West Valley View. The property was posted on March 22, 2011. Additionally, 40 property owners within 500 feet of the subject property were notified of the meeting by letters sent on March 22, 2011. According to the sign in sheet provided by the applicant (Exhibit I), 23 citizens

attended the neighborhood meeting. The majority of these attendees live in the non-platted County residential community to the west of PIR and came to the meeting to ask questions and express concerns about future development in the area. The applicant has provided a report (Exhibit J) that summarizes the questions and concerns raised at the meeting, which included topics such as the scope of what PIR will be developing, timing of development, drainage issues, provision of water, sewer, fire, and police services, ensuring that what PIR is proposing is indeed what will occur, and reducing negative effects on the adjacent residential properties.

Notice of the July 21, 2011 Planning Commission hearing was published in the West Valley View on July 5, 2011. On June 2, 2011, the sign was updated to reflect the date and time of this Planning Commission meeting. On July 5, 2011, letters were mailed to the 40 property owners whose parcels were located within 500 feet of the subject property. No persons spoke during the public hearing for the rezoning.

Notice of the August 8, 2011 Planning Commission hearing was published in the West Valley View on July 19, 2011. On June 2, 2011, the sign was updated to reflect the date and time of this City Council meeting. On July 19, 2011, letters were mailed to the 40 property owners whose parcels were located within 500 feet of the subject property. No additional comments have been received to date.

PLANNING COMMISSION ACTION:

The Planning Commission conducted a public hearing on July 21, 2011 (Exhibit K), and voted 6-0 to recommend approval of this request subject to the following six staff recommended stipulations:

1. Development shall be in conformance with the requirements of the MSED Zoning District, the PIR Rezoning Narrative date stamped May 18, 2011, and the PIR Comprehensive Sign Plan date stamped July 6, 2011, except as modified by these stipulations.
2. Water, sewer, and street improvements shall comply with the terms of the Economic Development Agreement between the City of Avondale and Phoenix Speedway Corporation, executed on November 22, 2010.
3. Development shall be completed in accordance with the City of Avondale General Engineering Requirements (GER) Manual and the City of Avondale Supplement to the MAG Uniform Standard Specifications and Details.
4. Sight, sound, and physical impacts to the Estrella Mountains shall, to the extent possible with a project of this scale, be minimized during the planning, design, and development processes.
5. The developer shall immediately report any archaeological discoveries found on any portion of the subject property to the Gila River Indian Community Tribal Historic Preservation Office.
6. All signs featuring electrical components shall require a sign permit, even if otherwise exempted by Section 3.2 of the Comprehensive Sign Plan.

Commissioner Scibienski was excused from the meeting.

ANALYSIS:

Conformance with the General Plan and Zoning Ordinance

The proposed General Plan amendment would designate the site as Mixed Use. The Mixed Use land use designation encourages a mix of high intensity land uses with a retail commercial emphasis. The types of uses allowed in the Mixed Use category include neighborhood and community retail, residential, hotel/motel, and employment. The MSED District allows for a mix of uses in line with the Mixed Use definition. So long as the General Plan amendment is approved, a rezoning of the subject property to MSED is appropriate.

Rezoning the property to MSED will help to achieve several existing General Plan goals, objectives and policies, including but not limited to the following:

- ***Economic Element, Goal #1, Objective B, Policy 1: "Support the development of ancillary commercial and tourism uses in the vicinity of Phoenix International Raceway."*** Unlike the property's current zoning, the MSED District allows for commercial and hospitality uses and will more easily facilitate making PIR a tourist destination on a more regular basis.

- ***Economic Element, Goal #2, Objective B: "Encourage development that will increase the City's sales tax revenues."*** Developing the property with residential and industrial uses as the zoning currently allows for would have little to no impact on the City's sales tax revenues. Conversely, rezoning the property to MSED will allow for future retail, restaurant, and other tax generating uses to be developed on the site.

- ***Open Space Element, Goal #1, Objective B, Policy 1: "Provide Avondale as a gateway to regional attractions, such as the Estrella Mountains, Agua Fria, Salt and Gila Rivers, and Phoenix International Raceway."*** PIR is known as a major sports venue in the Phoenix region and draws tens of thousands of spectators to events each year. Approval of this rezoning will allow the surrounding areas to be enhanced with complementary uses and increase the presence of PIR as a sports & entertainment destination, also bringing additional attention to nearby natural attractions, such as the Estrella Mountains, Gila River, and Monument Hill.

- ***Open Space Element, Goal #3, Objective B, Policy 1:"Require development around the Estrella Mountain foothills to retain corridors and provide unobstructed views of the mountains from public rights-of-way and private streets."*** The MSED district requires a view corridor analysis, which the applicant has provided, and specifies that the building orientation for tall structures be carefully studied to ensure that view corridors are maintained and that visual obstructions are minimized.

All uses, development standards, and design standards will be in accordance with the Major Sports and Entertainment District, created by Ordinance adopted by the City Council in December 2010. The MSED District was designed with PIR in mind to provide a great deal of flexibility from traditional zoning controls while being extremely careful to ensure that the City's expectations for development are still met or exceeded. As such, development and design standards have been tailored to meet the needs of large-scale venues with care taken to safeguard the City's aesthetic priorities, such as scenic corridors, high quality architecture, and lush streetscape landscaping. The requirements of the MSED will result in quality development that enhances the City of Avondale. Additionally, appropriate controls exist within the regulations of the MSED District to ensure that the impacts of development will not be harmful to surrounding properties.

View Study

The applicant provided a view study to ensure that future development will not have significant deleterious effects on the City's scenic corridors, particularly from residential areas or areas of significance to the City. The study provided photo simulations illustrating the effects on views if structures are constructed to the maximum height allowed in the district, 230 feet. The results of the view study show that buildings up to 230 feet in height will not have damaging impacts on the views of Monument Hill or the Estrella Mountains, particularly the ridgelines which the City utilizes as part of its official logo.

Comprehensive Sign Plan

The Comprehensive Sign Plan proposed by the applicant proposes signage in excess of typical City allowances. Additionally, several proposed sign types incorporate LED screens, which the City has previously limited to a select few uses. However, major venues such as PIR have different needs than the more prevalent business types for which the Sign Ordinance was drafted for. In reviewing the signage of other major sports venues across the United States, staff found the proposed signage to be comparable both in terms of size, type, and, where applicable, height. This is also evidenced by

the numerous representative images taken from sporting venues nationally and internationally and included within the CSP. The proposed CSP is appropriate for the type and scale of development scheduled to occur on the PIR property.

Recommended stipulation #6 will require sign permits for any signs featuring electrical components. This stipulation is necessary because, for example, even though signs within the racing oval will not be visible from streets or surrounding properties, the City's Building Division must review the proposed plans for compliance with applicable electrical requirements and inspect the signs to ensure they are installed and operate in a safe manner. Additionally, Planning will review the permit applications to ensure LED signage complies with brightness regulations contained within the CSP.

Conclusion:

Based on the information provided by the applicant, the public input received, the analysis by staff, and the recommendation of the Planning Commission, staff recommends approval of the requested rezoning. This request meets the required criteria and will conform to the conditions of approval.

RECOMMENDATION:

The City Council should conduct a public hearing and adopt Ordinance 1466-811 approving Application PL-11-0032, a request to rezone approximately 590 net acres/618 gross acres from A-1 (General Industrial) and AG (Agricultural) to MSED (Major Sports & Entertainment District) subject to the following six stipulations:

1. Development shall be in conformance with the requirements of the MSED Zoning District, the PIR Rezoning Narrative date stamped May 18, 2011, and the PIR Comprehensive Sign Plan date stamped July 6, 2011, except as modified by these stipulations.
2. Water, sewer, and street improvements shall comply with the terms of the Economic Development Agreement between the City of Avondale and Phoenix Speedway Corporation, executed on November 22, 2010.
3. Development shall be completed in accordance with the City of Avondale General Engineering Requirements (GER) Manual and the City of Avondale Supplement to the MAG Uniform Standard Specifications and Details.
4. Sight, sound, and physical impacts to the Estrella Mountains shall, to the extent possible with a project of this scale, be minimized during the planning, design, and development processes.
5. The developer shall immediately report any archaeological discoveries found on any portion of the subject property to the Gila River Indian Community Tribal Historic Preservation Office.
6. All signs featuring electrical components shall require a sign permit, even if otherwise exempted by Section 3.2 of the Comprehensive Sign Plan.

PROPOSED MOTION:

Reminder: The requested rezoning may only be approved if the preceding General Plan Amendment is approved by a majority vote (minimum 5 City Council members) I move that the City Council accept the findings and **ADOPT** Ordinance 1466-811 approving Application PL-11-0032, a request to amend the zoning atlas for approximately 590 net acres (618 gross acres) from A-1 (General Industrial) and AG (Agricultural) to MSED (Major Sports & Entertainment District),subject to the six recommended stipulations.

ATTACHMENTS:

Click to download

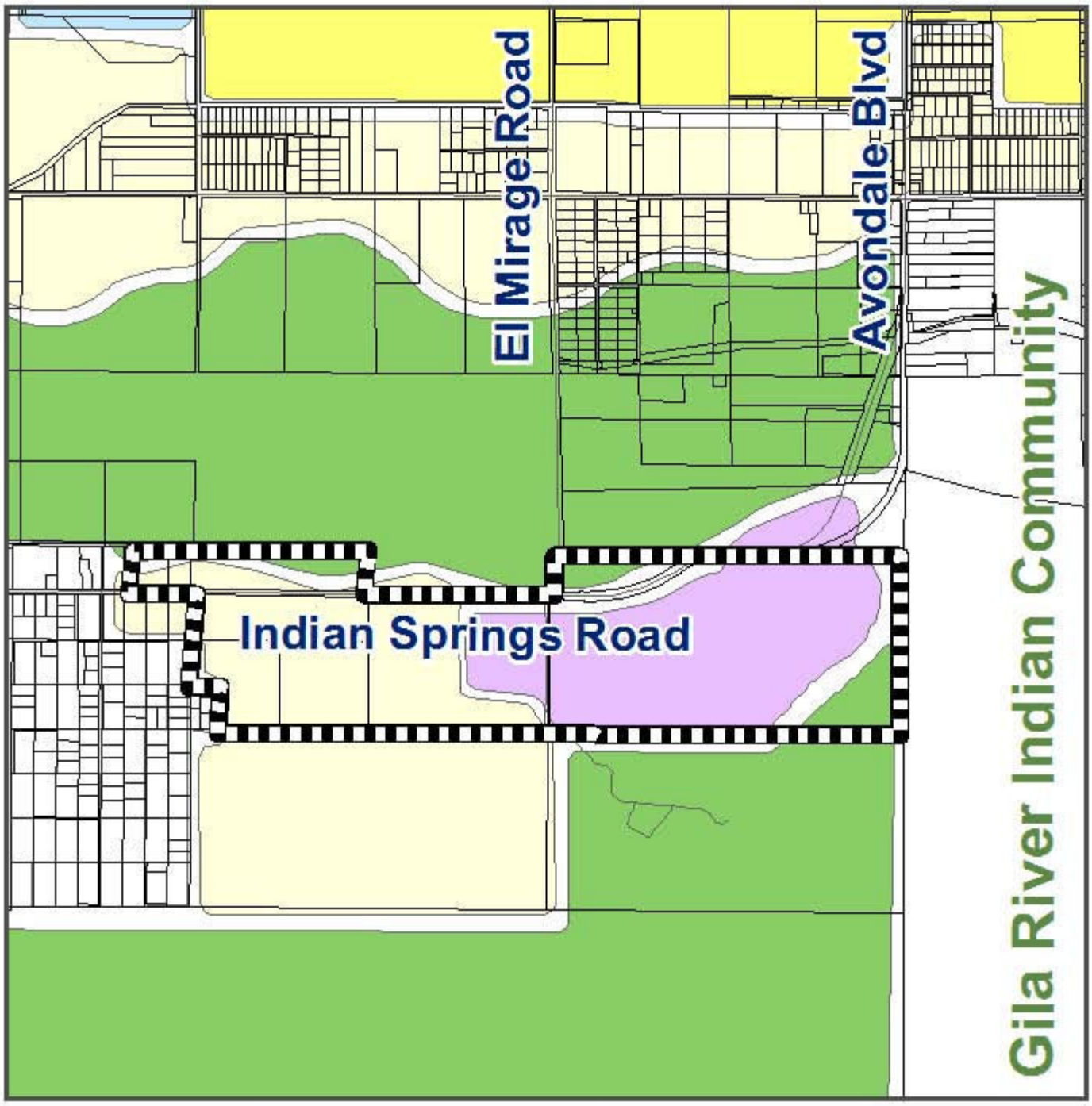
- Exhibit A - Current General Plan Land Use Map
- Exhibit B - Proposed General Plan Land Use Map
- Exhibit C - Zoning Vicinity Map
- Exhibit D - Aerial Photograph
- Exhibit E - Summary of Related Facts

- Exhibit F - Applicant's Rezoning Narrative, date stamped May 18, 2011.
- Exhibit G - Development Agreement between COA and PSC, effective November 22, 2010
- Exhibit H - Comprehensive Sign Plan, date stamped July 6, 2011.
- Exhibit I - Sign-In Sheet from Applicant's Neighborhood Meeting on April 12, 2011
- Exhibit J - Summary Report of Applicant's Neighborhood Meeting on April 12, 2011
- Exhibit K - Excerpt of Draft Planning Commission Meeting minutes from July 21, 2011
- Ordinance 1466-811

PROJECT MANAGER:

Ken Galica, Planner II (623) 333-4019

Exhibit A



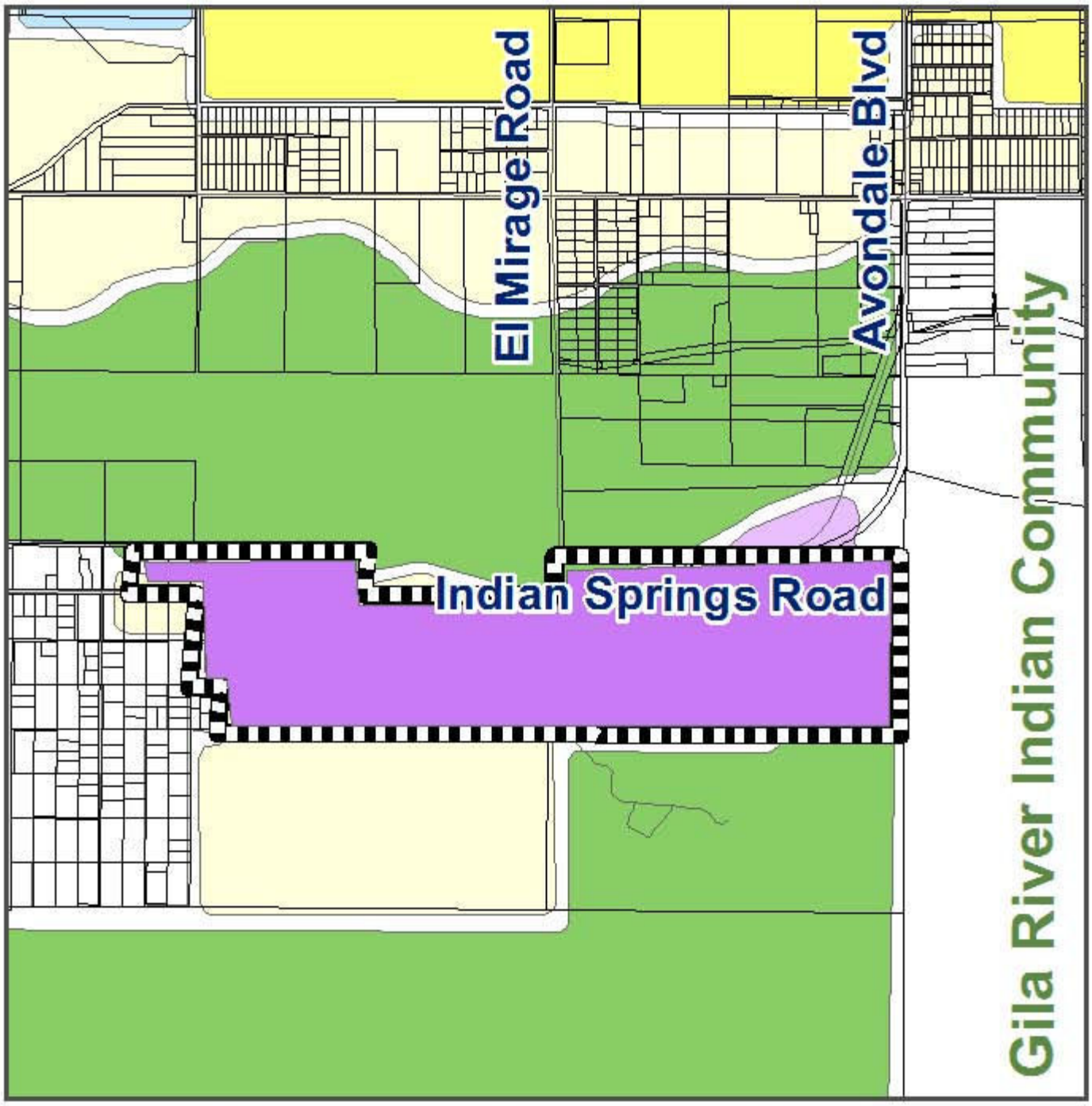
Existing Land Use Map

- Employment
- Mixed Use
- Low Density Residential
- Rural Low Density Residential
- Open Space
- Public Facilities

N

Subject Property

Exhibit B

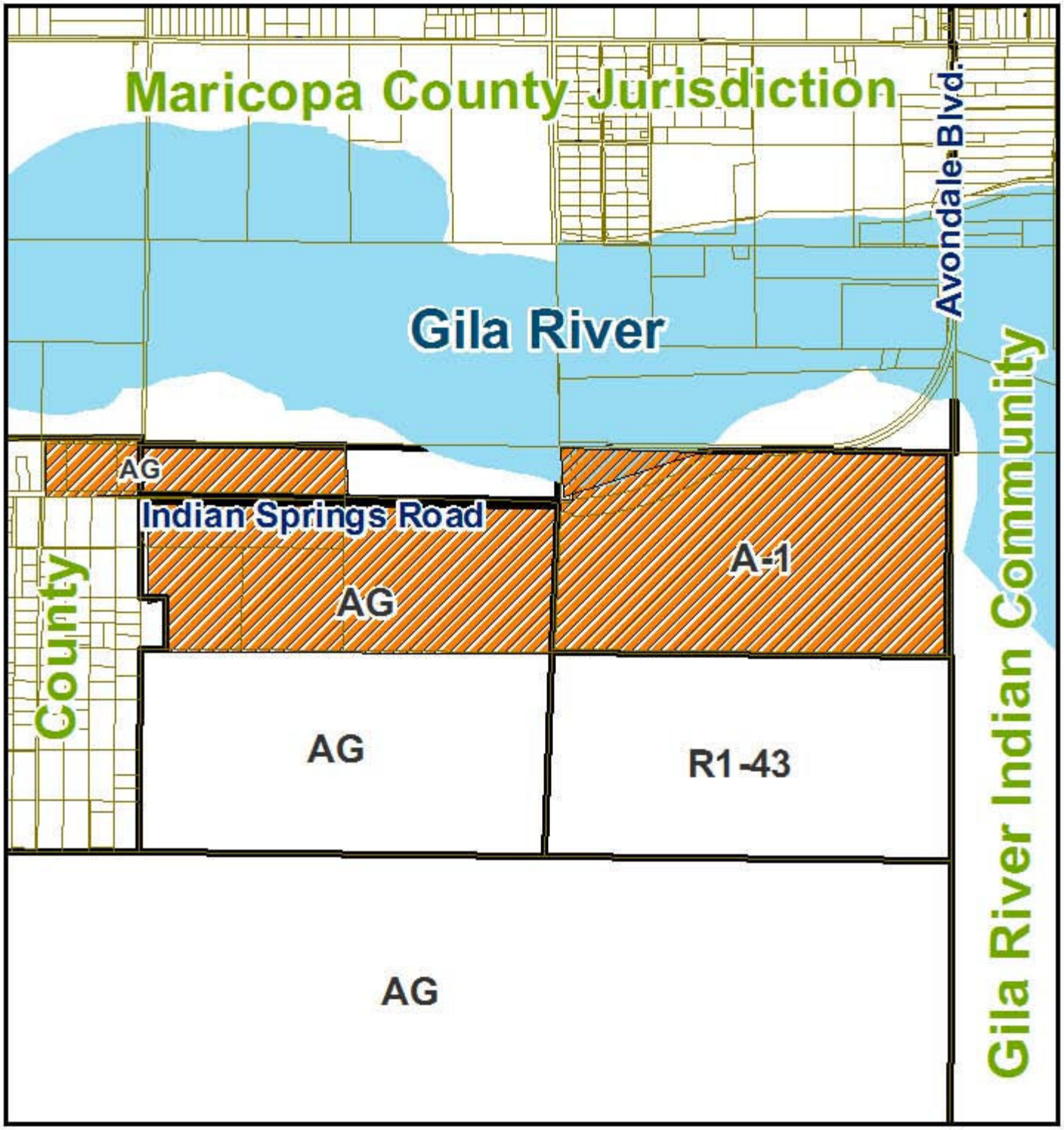


Proposed Land Use Map

Employment
Mixed Use
Low Density Residential
Rural Low Density Residential
Open Space
Public Facilities

Subject Property

Exhibit C

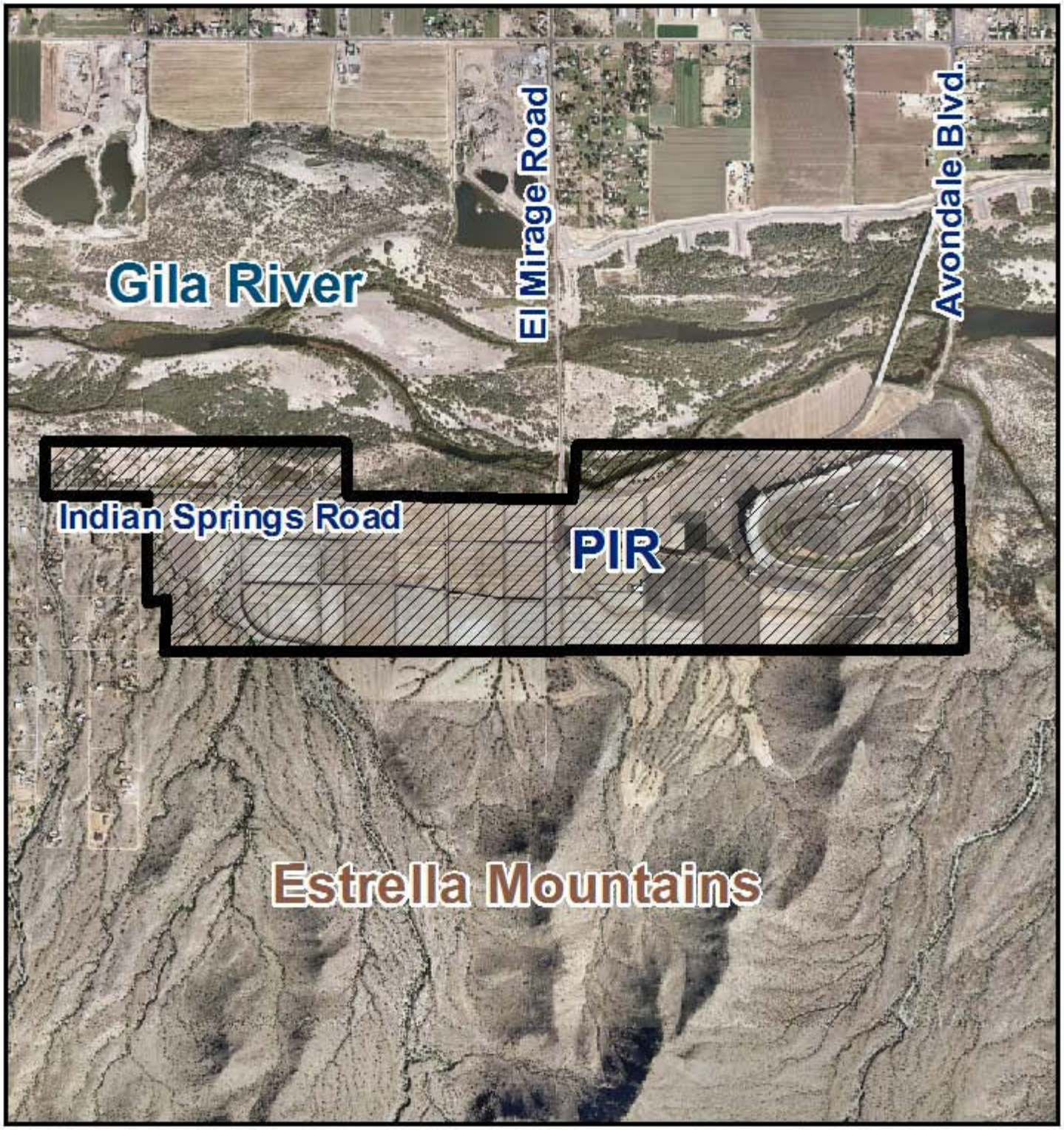


Zoning Vicinity Map

Avondale

Subject Property

Exhibit D



Aerial Photograph

Avondale

Subject Property

Exhibit E

SUMMARY OF RELATED FACTS

APPLICATION PL-11-0032

THE PROPERTY	
PARCEL SIZE	Eleven parcels totaling approximately 590 acres
LOCATION	Southwest corner of Avondale Boulevard and Indian Springs Road, intermittently abutting both the south and north sides of Indian Springs Road and extending roughly 2 ¼ miles to the west from the Avondale Boulevard bridge.
EXISTING LAND USE	Phoenix International Raceway (a motorsports venue), including accessory uses and associated parking facilities. The racetrack was built in 1963 and opened in 1964.
EXISTING ZONING	Approximately 290 acres are zoned A-1 (General Industrial) and the remaining 300 acres are zoned AG (Agricultural).
ZONING HISTORY	The portion of the property west of El Mirage Road was annexed on June 24, 1987. The remainder of the property east of El Mirage Road was annexed on August 6, 1990. Records indicate that the property has had its current zoning (combination of A-1 and AG) since 1990.
DEVELOPMENT AGREEMENT	A Development Agreement between the City and PIR was approved in 2010 and will be in effect through December 31, 2020. The agreement requires the City to provide water and sewer service to the facility in return for PIR to upgrade the facilities on the property, including the enhancement of the existing racetrack and construction of new facilities.

SURROUNDING ZONING AND LAND USE	
NORTH	City of Avondale AG (Agricultural) and Maricopa County Rural-43: Undeveloped land, the vast majority of which is in the Gila River floodway and undevelopable (except for recreational uses).
EAST	No zoning reported: Undeveloped portion of the Gila River Indian Community
SOUTH	AG (Agricultural): Estrella Mountain Regional Park, operated by Maricopa County
WEST	Maricopa County Rural-43: A non-platted Maricopa County island developed with single-family residences on lots that range between 1 and 5 acres in area. This residential community was developed after PIR had already been in operation for a number of years.
GENERAL PLAN	
The subject property is designated as a mix of Employment, Rural Low Density Residential, and Open Space on the General Plan Land Use Map. Approval of this General Plan Amendment will change the designation of the entire 590 acres to Mixed Use.	

PUBLIC SCHOOLS	
SCHOOL DISTRICT(S)	Littleton Elementary School District Tolleson Union High School District
ELEMENTARY SCHOOLS	Country Place Elementary School (Lower Buckeye and 99th Avenue)
HIGH SCHOOL	La Joya High School

ADJACENT STREETS	
Indian Springs Road	
Classification	Major Collector (Subject to Change if Development Increases Traffic Demand)
Existing half street ROW	70 Feet
Standard half street ROW	50 Feet
Existing half street improvements	2 through lanes, ½ center turn lane
Standard half street improvements	2 through lanes, ½ center turn lane, bike lane, curb and gutter, detached sidewalk, street lights and landscaping.

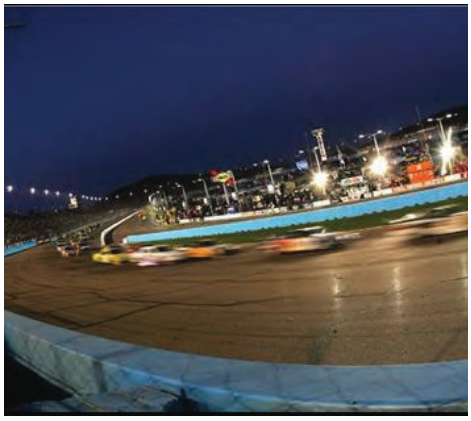
Utilities
The site is currently not connected to the City's water or sewer systems. As part of the Development Agreement approved in 2010, the City will extend water and sewer to the property in Indian Springs Road.

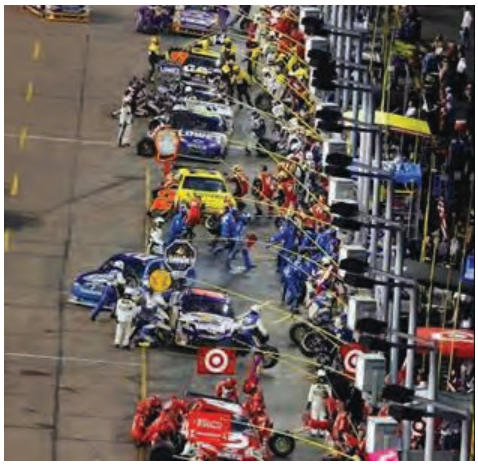
EXHIBIT F

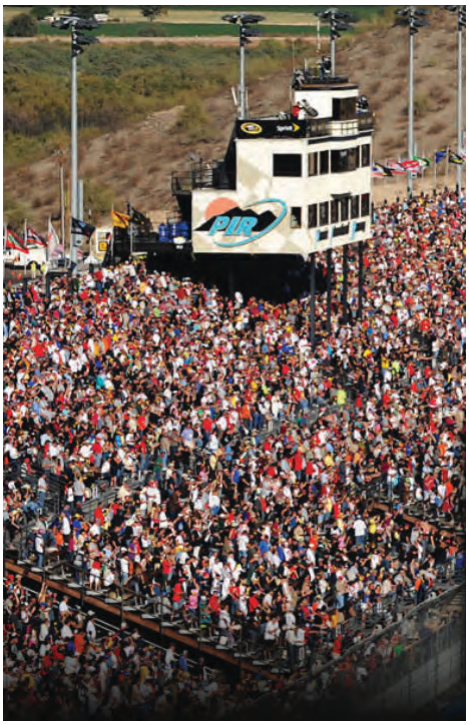
May 2011

PHOENIX INTERNATIONAL RACEWAY

Rezoning Submittal







AVONDALE, ARIZONA

TERRAFORMA
PLANNING + DESIGN

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Rezoning Narrative for

Phoenix International Raceway

AVONDALE, ARIZONA

Owner:

Phoenix Speedway Corp., A Delaware Corporation
dba Phoenix International Raceway
125 S. Avondale Blvd., Suite 200
Avondale, AZ 85323

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386.681.4013
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623.463.5602

Applicant:

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6613 N. Scottsdale Road, Suite 200
Scottsdale, Arizona 85250

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Terraforma Planning + Design
60 E. Rio Salado Parkway, Suite 900
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1 EXECUTIVE SUMMARY

Phoenix International Raceway ("PIR") is a one-mile, oval race track located on approximately 590 acres ("Property") in southwest Avondale, Arizona, and has been a major tourist attraction to the region since it opened in 1964. Originally, it was the home of major open-wheel racing for the Phoenix area and welcomed NASCAR's premier division in 1988. PIR continues its rich racing history and hosts two annual NASCAR Sprint Cup events, as well as smaller, private competition and testing events throughout the year. However, PIR's long-term sustainability is predicated on its ability to compete in today's market by providing a quality experience that meets fan expectations and captures long-term loyalty through the continual introduction of unique and innovative offerings. Consequently, PIR desires to upgrade facilities and expand the uses to allow for the development of a comprehensive, mixed use venue, enabling PIR to become a year-round attraction and compete with similar motorsports venues nationwide.

In 1997, PIR was purchased by International Speedway Corporation ("ISC"), and is owned and operated by Phoenix Speedway Corp., a wholly-owned subsidiary of ISC. As a result of acquisitions like PIR, and developments in the motorsports marketing industry, ISC is a leading promoter of motorsports activities in the United States. Founded in 1953 with the securing of land and subsequent construction of Daytona International Speedway, ISC now owns and/or operates 13 racing facilities across the nation. Currently, ISC promotes more than 100 events nationwide, equating to at least one major motorsports event in every month of the race season — more than any other motorsports promoter. While ISC already has a reputation as a national entity with proven experience and results throughout the country, their vision is to be "the world leader in motorsports entertainment by providing superior, innovative, and thrilling guest experiences". To reach this goal and offer PIR fans the total motorsports experience they crave, improvements to the PIR's facilities are required.

In 2010, City of Avondale staff (the "City") in conjunction with PIR began taking the steps to prepare for improvements and future redevelopment of the property by completing a Development Agreement between the City and PIR. Additionally, the Avondale City Council adopted the Major Sports and Entertainment District ("MSED") zoning text amendment in December 2010, which is designed to accommodate the operations of major sports and entertainment events and mixed use and/or destination-type entertainment developments much like PIR. To enable the future rezoning of the Property to the new MSED zoning designation, a major amendment to the City of Avondale 2002 General Plan ("2002 General Plan") was filed in January 2011 to modify PIR's land use designation to Mixed Use.

Subsequent to the Major General Plan Amendment request and in accordance with the terms of the approved Development Agreement, the purpose of this application is to request a zone change for the Property to the Major Sports and Entertainment District. As outlined within the Zoning Ordinance, the intent of the MSED designation is to provide appropriate zoning that not only recognizes the unique demand and impacts of large-scale sports and entertainment facilities such as PIR, it also allows complementary mixed use and destination entertainment development uses. Currently, there are multiple zoning designations on the Property that do not allow for the PIR facility to be expanded to become a year-round attraction and as a result, the existing designations impact the long-term

viability of the Property by hindering PIR's ability to attract other compatible mixed use or entertainment developments found in similar sporting venues nationwide. Approval of the rezone request to MSED would allow PIR to proceed with the necessary upgrades to the facility, provide an enhanced fan experience to meet today's market expectation, and provide for future development of the Property to compete with similar large-scale sporting venues.

2 SITE ANALYSIS

Located at the intersection of Avondale Boulevard and Indian Springs Road, the Property sits at the foot of the Estrella Mountains, just south of the Gila River (*see* Figure 1 Regional Vicinity Map). The beauty of the surrounding area is a defining characteristic of PIR, making it unique amongst all race facilities in the NASCAR circuit.

The Property is approximately 590 acres including the main track facility, the midway, spectator grandstands, various other viewing areas, and vehicular parking. While the majority of the Property is within the City of Avondale's jurisdiction, there are a few existing roadway easements and right-of-ways along the boundary of the site and within Indian Springs Road that are currently under Maricopa County jurisdiction at the filing date of this application. It is the understanding of the applicant that the City will complete annexation of these areas prior to this rezoning application proceeding to public hearing for consideration, and are therefore included within the legal description that describes the PIR property subject to this request.

RELATIONSHIP WITH SURROUNDING PROPERTY

Properties along PIR's northern boundary are within the City of Avondale's planning area; however, are within the jurisdiction of the State and Maricopa County (the "County") (*see* Figure 1). The area north of the Property is primarily located within the flood limits of the Gila River, with limited development potential.

To the south, PIR is bordered by 320 acres of State Trust Land and the Estrella Mountain Regional Park (the "Park"), and is designated as Open Space on the City's 2002 General Plan. The Park defines the northern edge of the Avondale's south planning area, and abuts PIR's southern property boundary. It is accessed via the extension of El Mirage Road through PIR, offering day use trailheads for hiking and mountain biking as well as equestrian trails. The State Trust Land along the western half of the southern property boundary is utilized as an extension of camping areas during race weekends.

Near the northeast corner of the Property is the confluence of the Salt and Gila Rivers, and along the east, the Property abuts the Gila River Indian Community. At the west, PIR is bordered by residential development located in unincorporated Maricopa County on acre-plus lots.

The adjacent areas north and south of PIR under the ownership of Arizona State Trust Land and Maricopa County are not owned by Phoenix Speedway Corp, thus are not included in this rezoning application. Lease agreements with the State and County allow PIR to utilize these areas.

GENERAL PLAN

As of the date of this application, the 2002 General Plan designates the Property as a combination of Employment, Rural Low Density Residential and Open Space land uses (*see* Figure 2, Existing General Plan). Both the Rural Low Density Residential and Open Space land uses are not consistent with the long-term operations of large sporting venues and their associated improvements, such as PIR. Currently, the City is in the process of revising the City's General Plan ("Avondale 2030"), with final approval by voters expected following approval by City Council in 2012; the proposed Avondale 2030 Plan designates PIR as "Sports and Entertainment". This category would be consistent with the MSED category, however, due to timing constraints, PIR could not wait for the Avondale 2030 Plan to be approved and ratified, thus a major amendment to the 2002 General Plan was submitted in January 2011.

The major amendment will designate the Property as Mixed Use (*see* Figure 3, Proposed General Plan) and following its approval, a rezoning application to the MSED category will bring the Property into conformance with the 2002 General Plan. An expanded discussion of how the MSED application meets the goals and objectives of the various long-range planning documents is provided in Section 4, Consistency with the General Plan and Specific Plans.

ZONING DESIGNATIONS

The purpose of the newly adopted Major Sports and Entertainment District zoning is "to provide an appropriate zoning district to accommodate the unique demands and impacts of (1) facilities used to conduct major sports and/or entertainment events, and (2) mixed use and/or destination entertainment developments related to and operated in conjunction with a major sports/entertainment venue." Thus, the MSED is the ideal and most appropriate zoning district for a current racetrack facility, such as PIR, and is also the best district to facilitate future, related development on the Property. Consequently the applicant requests to rezone the Property to MSED (*see* Figure 5, Proposed Zoning).

The existing zoning at PIR is designated with the traditional zoning districts of Agricultural ("AG") and General Industrial ("A-1"). On the western portion of the Property, AG zoning is primarily used for parking, with A-1 zoning on the eastern portion, for the race track, grandstands and viewing, and race-related uses (*see* Existing Zoning Figure 4). The three parcels at the northwest corner of the Property remain undeveloped desert scrub. These two zoning districts allow the following land uses to be developed within the Property:

- General Industrial zoning primarily accommodates warehouses, wholesale operations, assembly and intensive heavy manufacturing with open storage, large scale machinery and structures.

- The Agricultural zoning generally permits agricultural, ranching and related uses and is sometimes known as a "holding zone" for land until suitable rezoning and redevelopment takes place.

The existing agricultural zoning district is rural in nature, and encourages low intensity uses, whereas

the industrial zone permits heavier intensity uses. By design, agricultural and industrial districts traditionally have competing objectives and are not intended to meet the unique demands of a large-scale motorsports facility. However, these districts were the best available fit at the time. Due to the inherent incompatibilities between these districts and lack of a suitable substitute, the result has been unnecessary limitations on potential growth and reinvestment, which is not compatible with the City's vision of the area, nor conducive to the long-term sustainability of PIR as a premiere motorsports venue.

With this request, the applicant is seeking to eliminate these inconsistencies and re-designate the property to a more appropriate zoning district meeting both the near-term and long-term requirements of this unique venue.

3 REZONING REQUEST

NASCAR continually reinvents itself to maintain existing customer levels as well as new ways to increase its fan base. For the 2011 NASCAR schedule, PIR's spring event was moved from April to February in hopes of hopes of maintaining the enthusiasm and momentum from the high-profile Daytona 500 season opening race. "Everyone in the business likes to come to Phoenix because it's such a supportive community," NASCAR President Mike Helton said. "The continuity of the Daytona 500 is better served by being in a market like this." (*Arizona Republic, January 19, 2011*) In addition to a supportive fan base, PIR offers a unique physical setting that consistently ranks it a driver favorite track; earning PIR the reputation as being a premiere motorsports venue. To remain relevant and competitive with similar motorsports venues nationwide, PIR looks to reinvent itself by upgrading some facilities and expand uses on the Property to allow for the development of a comprehensive, mixed use venue, enabling PIR to become a year-round attraction.

Last year, the City and PIR entered into a Development Agreement to prepare for these improvements and future reinvestment in the property, recognizing the significant economic benefits not only to PIR, but Avondale and Arizona as well. Additionally, it was recognized that traditional zoning districts did not adequately accommodate the operations of major sports and entertainment events and mixed use and/or destination-type entertainment developments much like PIR. Consequently, the Avondale City Council adopted the MSED zoning text amendment in December 2010 to address the inadequacies of traditional zoning classifications. In accordance with the terms of the approved Development Agreement, the applicant is requesting a zone change for the Property to MSED.

LAND USES

In addition to permitting racetracks, the MSED recognizes and permits other compatible land uses as well as typical accessory uses found at NASCAR events and similar venues such as outdoor sales of food, beverages from mobile vending units, as well as merchandise from kiosks, trailers, tents and other mobile units. By approving the request to the MSED zoning, PIR will eliminate the inconsistencies created with multiple zoning categories and utilize the City's newest zoning district specifically designed to address the unique characteristics, form, and impact of these types of these large-scale facilities.

Long-term, MSED also allows PIR to expand and redevelop as the market changes. Fans are more sophisticated and have higher expectations for their entertainment enjoyment. To retain existing customer loyalty as well as attract an additional fan base, newer motorsports venues offer a more diverse and dynamic experience by incorporating arenas, concert pavilions, amusement and theme parks, hotels and resorts, museums, and so forth into their facilities. These uses are provided for in the MSED category. Additionally, newer venues cater to the racing industry clientele by providing niche business support services, research and design facilities, as well as residential options integrated within the overall concept and design of the venue. These uses are also provided for within the MSED category. Consequently, the MSED designation accommodates these types of ancillary and specialty uses, permitting PIR to improve as a major entertainment facility in Avondale, as well as Arizona. This is not possible under the current and limiting zoning categories of A-1 and AG at PIR.

DEVELOPMENT STANDARDS, ARCHITECTURAL GUIDELINES AND DESIGN STANDARDS

The MSED recognizes that large scale sports and entertainment venues, such as PIR have the ability to "create iconic facilities within a community". The development standards, architectural guidelines and design standards established for the MSED category are designed to provide the necessary flexibility to allow PIR to create a dynamic, diverse and engaging environment to satisfy current fan expectations and maintain a competitive position relative to other local sporting/entertainment venues. For example, properties zoned MSED are encouraged to utilize:

- A materials palette expressing the nature of the sports and entertainment venue while combining with materials associated to the region, conveying an honest expression and permanence while avoiding the look of being applied rather than being integrated. Materials such as, but not limited to, sandstone, native stone, pre-cast or cast in place concrete, textured concrete, glass, accent tile, stainless steel, metal panels, oxidized copper may be used.

- Rich and varying materials for wall planes, roofs, and the ground plane designed within a reasonable scale of the sports entertainment venue. Large, blank wall surfaces and box-like structures without architectural relief shall be avoided. Should flat roofs be part of the design, they shall incorporate membrane roofing materials.

- Natural surroundings and environment to the extent practicable, taking into account the use of the venue, and a design which may promote pedestrian activity, incorporation of shaded refuge areas and quality design materials.

Accordingly, proposed development within PIR will comply with the MSED development standards, architectural guidelines and design standards, as well as consider the natural surroundings and environment. Landscaping and open spaces will be provided on a by-use basis and in accordance with the governing Commercial, Industrial and Multi-Family Design Manual.

CONCEPTUAL DEVELOPMENT PLAN

The Conceptual Development Plan ("CDP") presented herein is a graphical representation showing one scenario for incorporating additional mixed use development on the Property in relation to existing race-related and parking facilities (*see* Figure 6). It is only conceptual, and solely intended to convey concepts and opportunities utilizing provisions within the MSED district.

There are five land uses types shown on the CDP figure which representing one option on how future uses may develop in relation to the existing facilities. These five land use types are described in more detail below. As future uses are developed, the site plan applications will reflect actual locations and sizes of improvements as well as open space areas.

Race Facilities

The "Race-Facilities" are approximately 80 acres in size and include the existing oval track, seating areas, and infield area. In the very near term, improvements to this area include re-paving and reconfiguring the race track, improving the infield with new competitor garages, media center and potential new grandstand seating to enhance the fan experience.

Race Related

The area designated as "Race related" is approximately 99 acres in size and includes the midway area for food and merchandise vending, restroom facilities, entertainment venues, maintenance facilities, corporate sponsorship areas, and VIP/competitor parking. The focus of Race-related area is aimed at creating a more organized and friendly experience for fans to share in the NASCAR experience.

Parking

With approximately 183 acres used for "Parking," spectator and competitor parking are located west of the race facilities. Drives and roads serve as access points and for pedestrian activity prior to an event. An onsite tram speeds fans to and from the parking and gates entering the race related activity areas.

Future Mixed Use

Approximately 97 acres has been targeted as "Future Mixed Use". Respectively, these three areas are 55 acres, 23 acres and 19 acres in size and could accommodate employment, commercial or retail type uses. The two areas south of Indian Springs Road are currently used for parking.

Future Parking

"Future Parking" areas are set aside on the far west and northwest corners of PIR. Of the approximately 111 acres, 57 acres are located on the north side of Indian Springs Road and 54 acres on the south. These two areas are currently unimproved and at this time, there are no plans to improve these areas.

Upon approval of this rezoning request, the applicant will continue working with City staff to define building locations, sizes and types of specific uses to ensure that the proposed improvements enhance the character of the area and comply with the City's applicable policies and regulations.

VIEW ANALYSIS

During the review and approval of the new MSED zoning text amendment, a view analysis was recommended by the Planning Commission, and approved by City Council, to evaluate the effects of maximum, allowable building heights from various vantage points within five miles of PIR. This peak height is the maximum height permitted in the district. A view analysis was conducted from three points previously selected to the north and northwest of PIR (refer to the View Analysis Context Map in Section 8). The locations are generally defined as:

Location 1: Avondale Boulevard and Coldwater Springs Boulevard, approximately 4.75 miles north of PIR.

Location 2: Avondale Boulevard and Lower Buckeye Road, approximately 3.0 miles north of PIR.

Location 3: El Mirage Road and Gila River, approximately 0.65 miles north of PIR.

In the analysis, a series of small observer-balloons were flown to a height of 230 feet near the property line contiguous to Indian Springs Road. In the analysis, two images are shown, one with the current view, and the second with an imaginary "height plane" in a light green shade. The top of this plane is the maximum height permitted; however, it does not depict or should be interpreted as a placeholder for future construction. The height plane is only a representation of the permitted height in the MSED zoning.

The results of the view analysis illustrate minimal, if any visual impact occurring at the specified locations as described in more detail below.

Location 1 Avondale Boulevard and Coldwater Springs Boulevard

Existing

PhotoSim

The Existing View photo is south towards the direction of PIR with the Estrella Mountains in the background. From this vantage point, PIR cannot be seen; the roadway, vegetation and residential

development obstruct the view. In the second photo, a photo simulation “PhotoSim,” superimposes the approximate location of the height plane over the existing vegetation. The maximum 230-foot height permitted is below the tops of the trees in the landscaping adjacent to the subdivision.

Location 2 Avondale Boulevard and Lower Buckeye Road

Existing

PhotoSim

The Existing View photo is also oriented to the south towards PIR and the Estrella Mountains. With no foreground or middle ground obstructions, PIR is nearly visible at the center of the photo. The dominating views of the Estrella Mountains remain. The second photo with the height plane simulates the maximum height permitted. The Estrella Mountains retain their commanding view.

Location 3 El Mirage Road and Gila River

Existing

PhotoSim

The PIR grandstands are visible at the center of the image, the Estrellas to the right. The PhotoSim depicts the height plane. Here, Monument Hill to the left of the height plane and the Estrella Mountains remain visible.

These results of the view analysis are for informational purposes, and do not represent actual or proposed construction. Larger existing photos and PhotoSims can be found in Section 8. Upon approval of this request, PIR will continue working with the City throughout the building process to ensure that future improvements comply with the City's vision, and enhance the character of the area.

INFRASTRUCTURE

Site Circulation and Parking

A traffic management plan is in place to address race day circulation and parking. During race events, vehicular ingress/egress to PIR is managed in close coordination with the City of Avondale staff, Maricopa County Department of Transportation ("MCDOT") and is executed by the Maricopa County Sheriff's Department ("MCSO"), the City of Avondale Police Department, the City of Goodyear, the Arizona Department of Transportation ("ADOT"), and the Arizona Department of Public Safety ("DPS") to direct spectators in and out of area.

Race-day visitors are encouraged to use routes identified in the management plan, and use park-and-ride lots. PIR utilizes shuttles between events and offsite park-and-ride stations located near Interstate 10 ("I-10") at 83rd Avenue. General ticket holders are directed to enter the facility from Indian Springs Road, approaching from the west. Competitors and VIP ticket holders are provided passes that permit access to the facility from Avondale Boulevard, approaching from the north. During race weekends, a tram operates within the parking areas to facilitate the movement of spectators across the property.

Drainage

The Property is located within Zone AE and Zone X of the FEMA Flood Insurance Rate Maps (FIRM), identified on Maps 04013C2090H, 04013C2555F, 04013C2095F and 04013C2560F, revised September 30, 2005.

- Zone AE is defined as the area subject to flooding by the 1% annual chance flood where the base flood elevations have been determined.

- Zone X is defined as areas of 0.2% annual chance of flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas of less than 1 square mile; and areas protected by levees from 1% annual chance flood.

The facility is located adjacent to the Gila River and is largely located outside of the floodway fringe of the 1% annual chance flood inundation limits. Offsite stormwater is conveyed through the property by channels that have been constructed onsite to intercept the storm water runoff and discharge the intercepted water north of Indian Springs Road into the Gila River. The channels are primarily located to mitigate the effects of storm water runoff on the PIR property, primarily the parking areas. These channels are regularly cleaned and maintained to ensure the channels operate at full design capacity. No new drainage facilities are proposed with this application and when new uses are introduced on the site in the future, appropriate drainage facilities will be incorporated where applicable.

Stormwater gathered within the interior limits of the race facility are captured through an underground stormwater drainage system and discharged to a retention basin located northeast of the racetrack. The basin bleeds captured flow into the Gila River through a small diameter pipe to dewater the facility within the requisite 36 hours required by the City of Avondale.

Water

PIR currently utilizes a combination of truck-delivered potable water and well-water to meet its water demands. Well-water is used for irrigation and dust control, as well as fire protection and limited domestic uses. Truck-delivered potable water is used for human consumption and to supplement domestic uses. In order to provide sufficient water service for any future improvements, the City has agreed to provide water infrastructure improvements to meet the required water flow demands.

The water demands to support large event days at the facility were identified in the Water Supply and Wastewater Services Conceptual Plan Report submitted by HNTB (dated October 4, 2010). The average daily flow for a major race event at PIR was calculated utilizing a daily consumption of 6 gallons per capita per day, which has been verified at other race facilities across the United States. The resulting values are described in the table below, in accordance with City of Avondale 2008 General Engineering Requirements Manual, Chapter 4 Water System Design:

AVERAGE WATER DEMAND RATES BY LAND USE TYPE				
Land Use Type	**Applicable Unit**	**Unit**	**Unit Demand Estimate (GPD)**	**Average Daily Demand (GPD)**
Race Track and Related Facilities	Capita*	Capita/Day*	6*	720,000**
Future Mixed Use	Acre	97	2,894	280,718
Parking and Future Parking	Acre	294	0	0

Source: Table 4-1 Unit Daily Design Flows for Water – Per Land Use and Table 4-2 Applicable Unit Design Flows for Water – Non-Residential Land Uses.

*Water Supply and Wastewater Services Conceptual Plan Report, Section 5.0, prepared by HNTB, October 4, 2010.

**Water Supply and Wastewater Services Conceptual Plan Report, Section 5.0, prepared by HNTB, October 4, 2010; Average Daily Flow, Initial Phase.

At such time as the City water service becomes available, PIR will cease to use its two existing wells for potable uses, which are located south of Indian Springs Road. PIR will use these wells for non-potable water purposes, such as irrigation and dust control.

Wastewater

Currently, the wastewater system consists of multiple collection systems that convey sewage to septic tanks and infiltration or leach fields. To prevent surcharging of the leach fields during an event, sewage is periodically removed from several manholes by vacuum trucks. The City has agreed to provide wastewater infrastructure improvements that will provide sufficient sewer utility service to meet the minimum flow requirements in accordance with a Development Agreement between PIR and the City. As wastewater infrastructure becomes available, PIR will connect to this infrastructure.

Preliminary estimates of wastewater demand and design flows to support large event days are described in the table below, in accordance with the City of Avondale 2008 General Engineering Requirements Manual, Chapter 5 Wastewater Collection System. As indicated in the Water Supply and Wastewater Services Conceptual Plan Report submitted by HNTB (dated October 4, 2010), it assumes that a 100% return to the wastewater system would result in identical values determined for the water supply.

AVERAGE WASTEWATER FLOW RATES BY LAND USE TYPE				
Land Use Type	**Applicable Unit**	**Unit**	**Unit Flow Estimate (GPD)**	**Average Daily Demand (GPD)**
Race Track and Related Facilities	Capita*	Capita/Day*	6*	720,000**
Future Mixed Use	Acre	97	1,447	140,359
Parking and Future Parking	Acre	294	0	0

Source: Table 5-1 Unit Daily Design Flows for Sewer – Per Land Use and Table 5-2 Applicable Unit Design Flows for Sewer – Non-Residential Land Uses

*Water Supply and Wastewater Services Conceptual Plan Report, Section 8.0, prepared by HNTB, October 4, 2010.

**Water Supply and Wastewater Services Conceptual Plan Report, Section 8.0, prepared by HNTB, October 4, 2010; Average Daily Flow, Initial Phase.

The City of Avondale is currently working with PIR to provide future wastewater services. Due to the dynamic difference between event day flows and average day flow conditions, it is likely that average day flows could continue to be managed by onsite septic and event day flows could be directed to a City lift station and conveyed to the existing wastewater network north of the Gila River.

The public infrastructure being installed by the City is being designed to accept peak flow from major races and future infrastructure improvements may be warranted. However, the water and wastewater infrastructure improvements associated with PIR are no larger or more expensive than the improvements that would be required if the property were to develop with industrial and agricultural uses under the current zoning. A utility study will be included with the introduction of each new use. All utility designs will be appropriately sized to accommodate peak flows and demands.

4 CONSISTENCY WITH THE GENERAL PLAN AND SPECIFIC PLANS

As discussed above, the Major General Plan Amendment to the Mixed Use category was filed in January 2011 and is pending approval by the Avondale City Council, anticipated for August 2011. Upon approval, this application will be consistent with the goals and objectives for Mixed Use properties as is set forth below:

Land Use Element Goal 2: Ensure land uses meet the long-term social and economic goals of the community.

Rezoning to the MSED zoning shall:

- Permit PIR to create a more sustainable, year-round presence in Avondale for new jobs, infusion of even more dollars into the local economy, and assist in maintaining Avondale as a year-round destination.

- Provide a broader diversification of employment, commercial and retail uses for major sporting and entertainment dollars directed to other communities and venues. Approval of this zoning will help provide protection against market competition and economic fluctuations, leading to a more sustainable Avondale economy.

Economic Element: Goal 1, Objective B, Policy 1: Support the development of ancillary commercial and tourism uses in the vicinity of Phoenix International Raceway.

Rezoning to the MSED zoning shall:

- Increase year-round activity at PIR and adjacent new and existing Avondale commercial, retail and tourism businesses (i.e. restaurants, retail shops, hotels, etc.). Specifically, the MSED zoning promotes commercial activities and tourism in and around PIR where no such uses currently exist.

- Attract people who may be considering doing business or relocating businesses to Arizona. With NASCAR events attracting many high-profile sponsors and spectators to PIR to watch and be part of the races, new and updated facilities and fan experiences at PIR can act as a magnet to lure prospective business to relocate to Arizona and Avondale, in particular. In this manner, the additional capital and improvements associated with PIR's upgrades may act as a catalyst for interest in new and recently completed commercial development along Avondale Boulevard, Van Buren Street and Buckeye Road.

Economic Element: Goal 1, Objective B, Policy 2: Encourage tourist and raceway-related development within the Phoenix International Raceway Growth Area.

Rezoning to the MSED zoning shall:

- Ensure compatibly with PIR's existing and potential future operations, allowing upgrades to the facilities as well as future supporting uses. This will enable PIR to compete with other motorsports venues located across the country and will encourage additional tourist and raceway related development within and around PIR.

- Assist in the development of tourist raceway-related uses such as commercial retail, restaurants, hospitality, and support services on the properties and roadways leading to PIR.

- Correct the inconsistency of existing zoning districts which have hindered long-term improvements and development of new uses in the PIR Growth area.

THE ESTRELLA FOOTHILLS SPECIFIC PLAN

This City-initiated specific plan establishes the long-term vision for the Estrella Foothills area, which includes PIR anchoring the southern boundary of the study area. Designated as the Estrella Foothills Specific Plan ("EFSP"), the plan expands upon the land use, character, and open space framework created within the Avondale 2030 plan, providing more detailed goals, objectives and policies for the area south of Lower Buckeye Road. The Applicant is coordinating with the City on the EFSP Land Use Map to reflect the entire PIR Property as Major Sports and Entertainment land use, consistent with this rezoning application.

5 IMPLEMENTATION

Prior to implementing proposed upgrades to PIR, a few steps were necessary to set the stage. A partnership between the City of Avondale and PIR in the form of a Development Agreement was signed in November 2010. Shortly afterwards, the City approved the MSED zoning district in December 2010. Applications to request changes in the entitlements were then submitted to the City. The first in January 2011 was to request a major amendment to the City of Avondale 2002 General Plan to modify PIR's land use designation to Mixed Use. Following that request and for concurrent review by the City, a formal request for rezoning to the new MSED zoning was submitted in March 2011. However, given the scheduling obligations and limited time for construction, some improvements to the race track have begun at PIR.

After the February NASCAR race event, the track surface on the oval was removed and at the time of this report, is in the process of being repaved. Additionally, pedestrian tunnels under the grandstands and the track are being added for future access to the infield. Coordination and design efforts are underway, as outlined in the Development Agreement, for water and wastewater connections to the City's infrastructure.

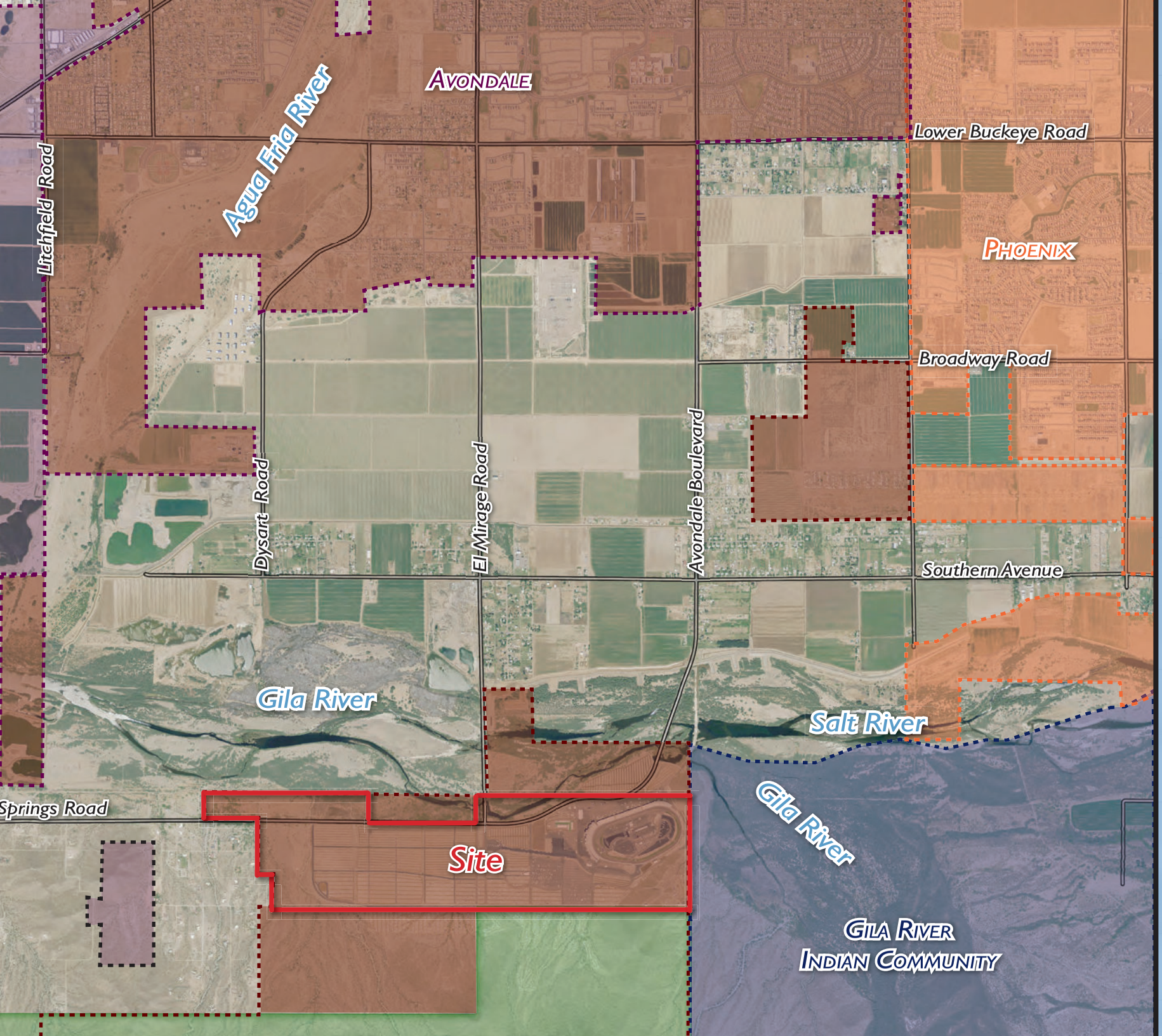
When future uses, designs, and plans are known, those future improvements will be submitted to the City for approval in accordance with applicable codes and ordinances.

6 CONCLUSIONS

Phoenix International Raceway has been a major tourist attraction since its opening in 1964 and continues its rich racing history by hosting two annual NASCAR Sprint Cup events, as well as smaller, private competition and testing events throughout the year. In 2005, NASCAR added a second (spring) date to PIR's event schedule. That same year, PIR underwent several upgrades to the facilities and in the process garnered the reputation as a premier motorsports venue, resulting in NASCAR drivers naming PIR as their "No. 2 Favorite Race Track" in a 2007 Sports Illustrated survey. PIR wants to be "No. 1" on that next survey. Since then, racing technology has vastly improved and sophisticated fans have higher expectations, making it necessary to once again improve the existing facility to meet today's market demand, and to maintain PIR's reputation as a premier motorsports venue.

This year, PIR is undertaking improvements to enhance the fan experience, and upgrade the track's viability in a competitive racing industry; but its ability to continue that effort is limited by the current zoning. Approval of this rezoning request is critical to facilitating the improvement effort and will enable PIR to transform into the new racing venue model to keep NASCAR and racing fans coming to Avondale by the 100s of thousands every year for years and years to come.

Figures



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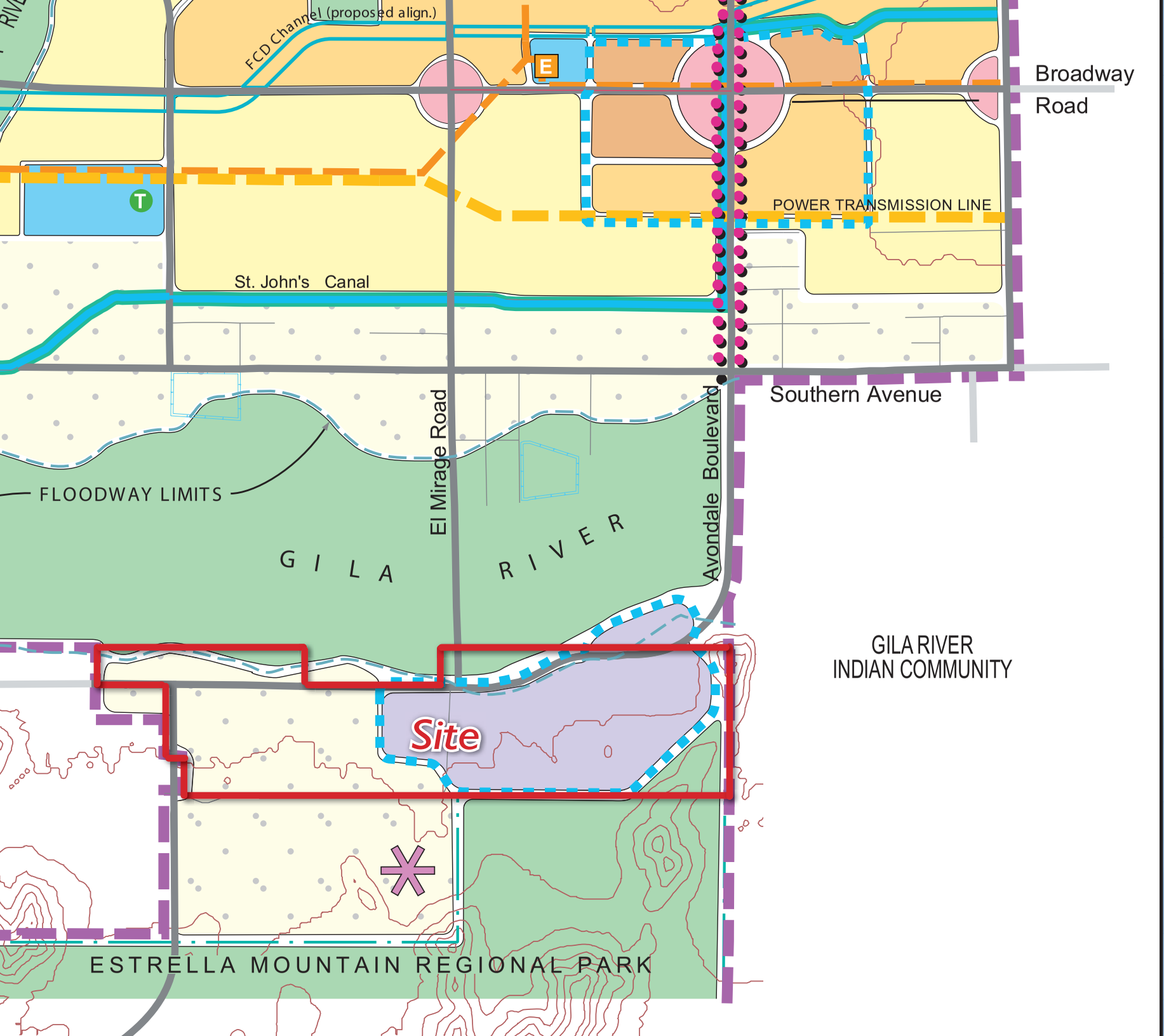

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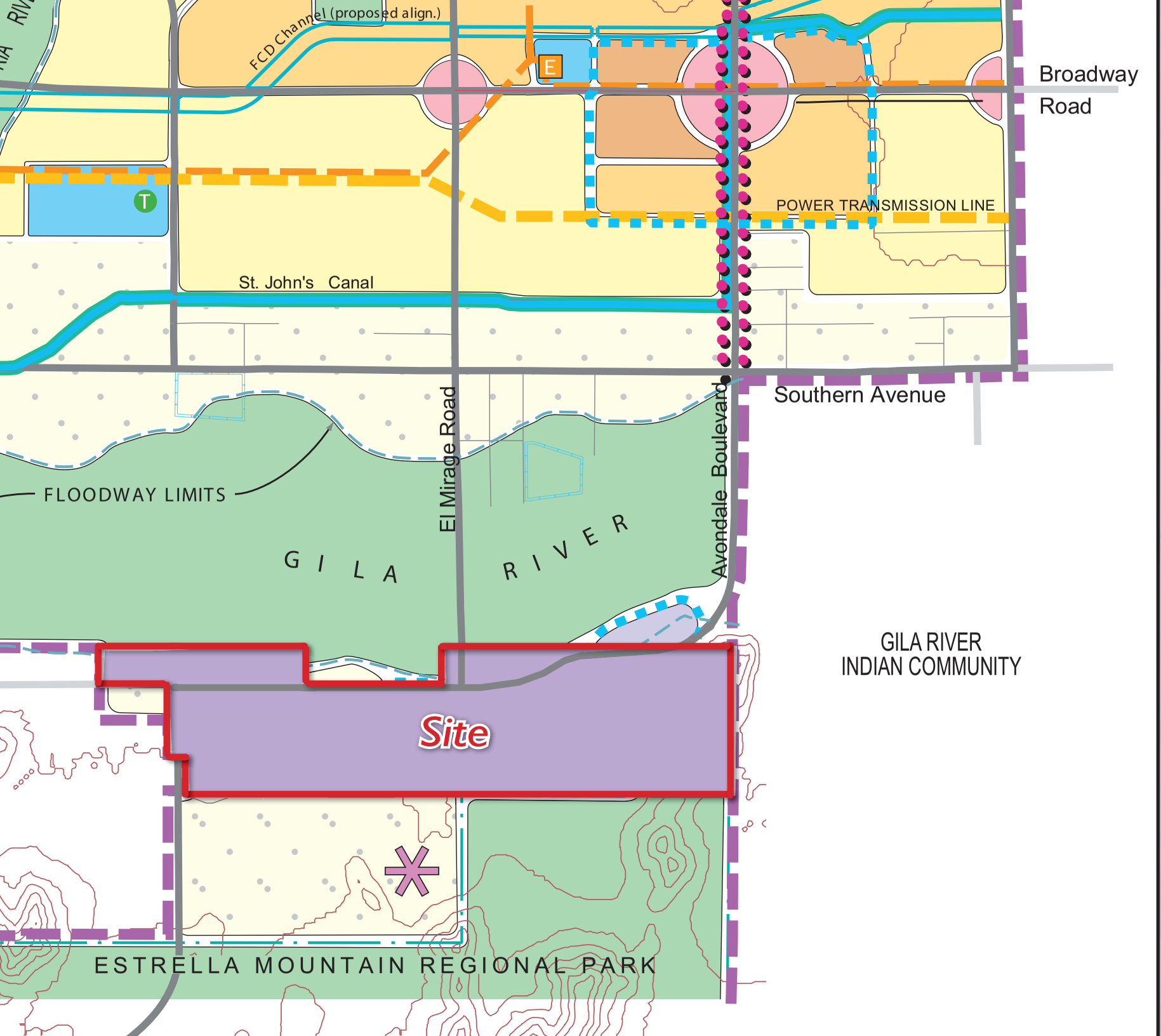

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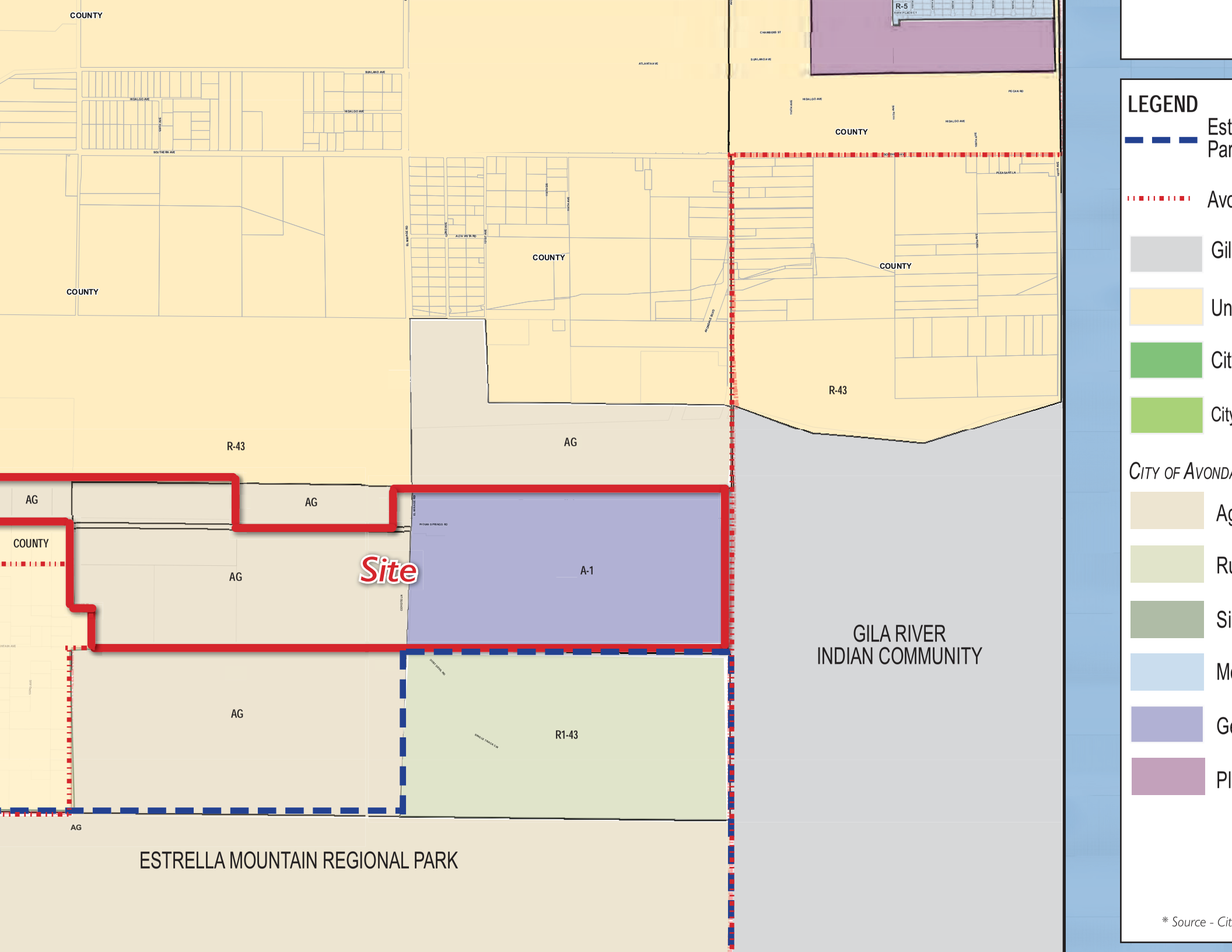
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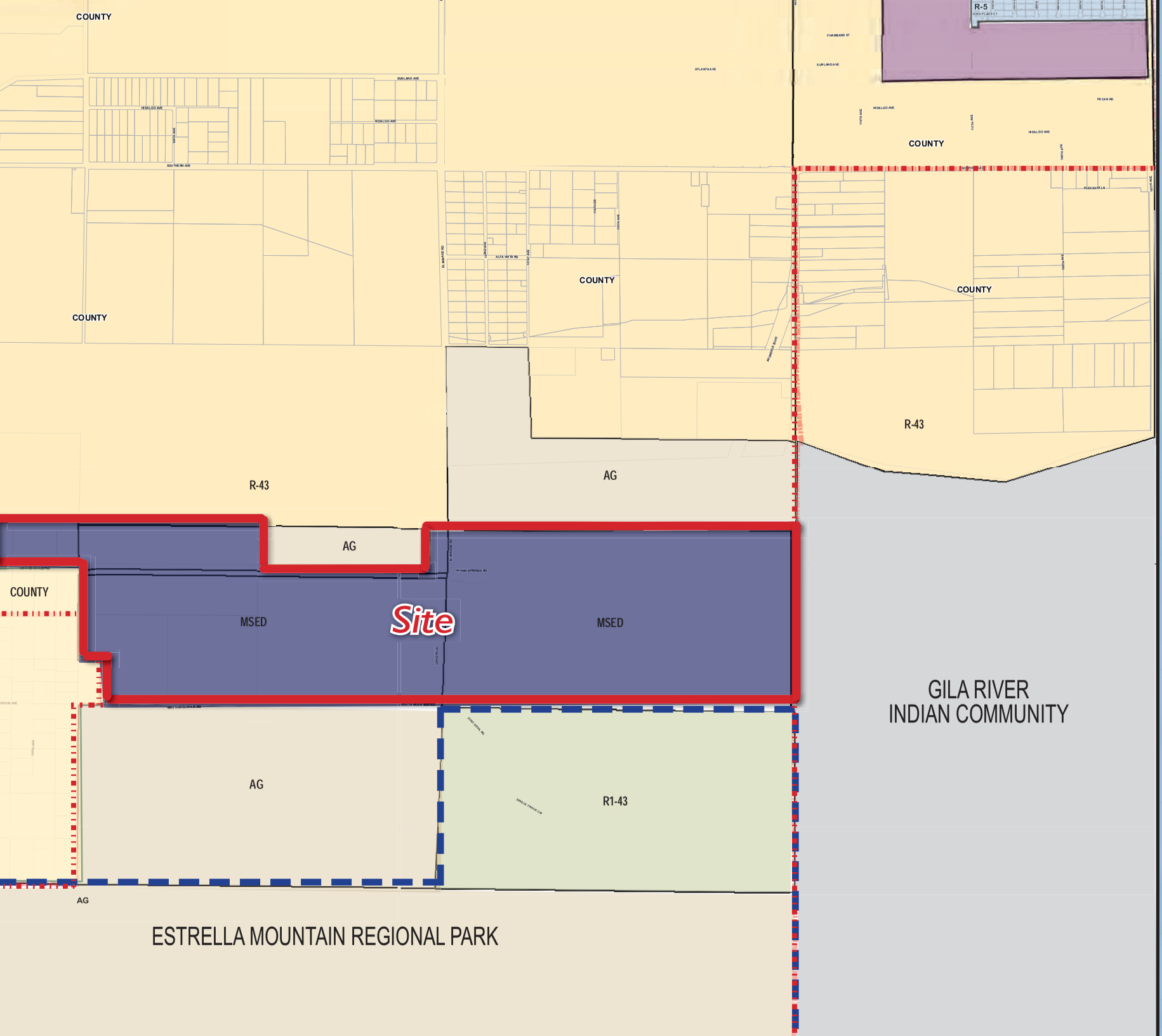

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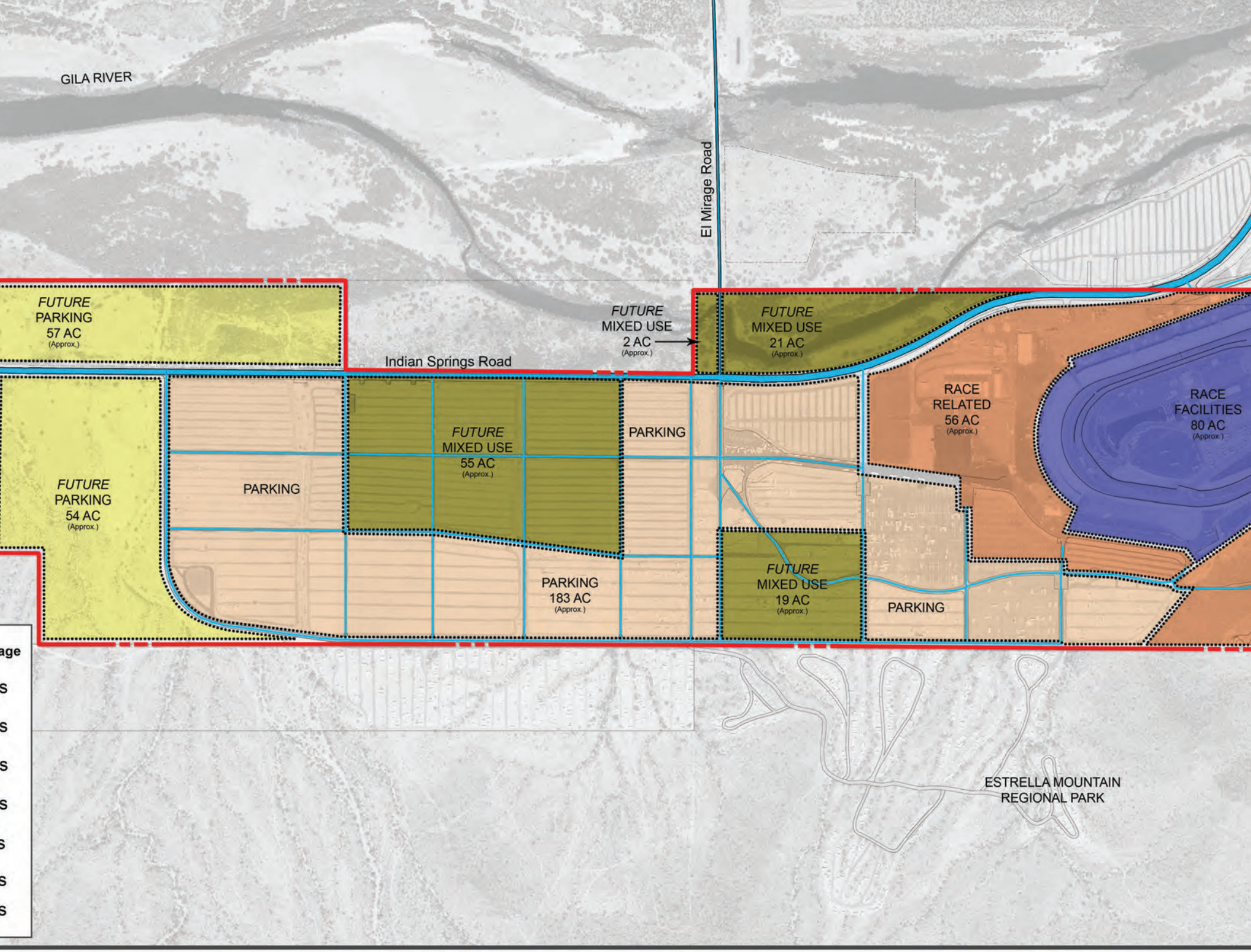
GILA RIVER
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(Approx.)
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(Approx.)
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(Approx.)
RACE
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PARKING
ESTRELLA MOUNTAIN
REGIONAL PARK

View Analysis

VIEW ANALYSIS CONTEXT MAP

0 1/2 1 mi

LOCATION #1 - AVONDALE BOULEVARD & COLDWATER SPRINGS BOULEVARD LOOKING SOUTH (APPROXIMATELY 4.75 MILES NORTH OF PIR)

LOCATION #1 - AVONDALE BOULEVARD & COLDWATER SPRINGS BOULEVARD LOOKING SOUTH (APPROXIMATELY 4.75 MILES NORTH OF PIR)

LOCATION #2 - AVONDALE BOULEVARD & LOWER BUCKEYE ROAD LOOKING SOUTH (APPROXIMATELY 3.00 MILES NORTH OF PIR)

LOCATION #2 - AVONDALE BOULEVARD & LOWER BUCKEYE ROAD LOOKING SOUTH (APPROXIMATELY 3.00 MILES NORTH OF PIR)

LOCATION #3 - EL MIRAGE BOULEVARD & GILA RIVER LOOKING SOUTHEAST (APPROXIMATELY 0.65 MILES NORTH OF PIR)

LOCATION #3 - EL MIRAGE BOULEVARD & GILA RIVER LOOKING SOUTHEAST (APPROXIMATELY 0.65 MILES NORTH OF PIR)

Appendix

LEGAL DESCRIPTION
PHOENIX INTERNATIONAL RACEWAY

A portion of the North half of Section 1, a portion of the North half of Section 2 and a portion of the North half of G.L.O. Lot 1 of Section 3, Township 1 South, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona. More particularly described as follows:

BEGINNING at the Northeast corner of said Section 1, a found 3 1/2" B.L.M. aluminum cap;

Thence South 00 Degrees 22 Minutes 00 Seconds West along the East line of said Section 1 a distance of 2644.69 to the East quarter corner of said Section 1, a found 2 1/2" B.L.M. brass cap;

Thence North 89 Degrees 29 Minutes 49 Seconds West along the East-West mid-section line of said Section 1 a distance of 5266.78 feet to the West quarter corner of said Section 1 and the East quarter corner of said Section 2;

Thence North 89 Degrees 33 Minutes 48 Seconds West along the East-West mid-section line of said Section 2 a distance of 4947.78 feet to the Southeast corner of the West half of the Southwest quarter of the Southwest quarter of the Northwest quarter of said Section 2, a found 1/2" rebar L.S. cap # 10846;

Thence North 00 Degrees 12 Minutes 22 Seconds East a distance of 660.01 feet to the Northeast corner of the West half of the Southwest quarter of the Southwest quarter of the Northwest quarter of said Section 2, a found 1/2" Rebar L.S. # 10846;

Thence North 89 Degrees 34 Minutes 53 Seconds West a distance of 330.05 feet to the Northwest corner of the West half of the Southwest quarter of the Southwest quarter of the Northwest quarter of said Section 2, a found 1/2" rebar L.S. # 10846;

Thence North 00 Degrees 11 Minutes 47 Seconds East along the West line of said Section 2 a distance of 1409.30 feet to a point that bears South 00 Degrees 11 Minutes 47 Seconds West a distance of 625.19 feet from the Northwest corner of said Section 2;

Thence North 89 Degrees 18 Minutes 47 Seconds West a distance of 879.25 feet;

Thence South 89 Degrees 30 Minutes 37 Seconds West a distance of 412.05 feet to a found ½" rebar L.S. #10846;

Thence North 00 Degrees 12 Minutes 30 Seconds East a distance of 629.26 feet to a point on the North line of said Section 3, from which the Northwest corner of the Northeast quarter of the Northeast quarter of Section 3 bears North 89 degrees 30 minutes 05 seconds West a distance of 30.00 feet;

Thence South 89 Degrees 30 Minutes 05 Seconds East along the North line of said Section 3 a distance of 1291.13 feet to the Northeast corner of said Section 3 and the Northwest corner of said Section 2, a found 2" aluminum cap L.S. # 25087 (0.26 feet north);

Thence South 89 Degrees 30 Minutes 05 Seconds East along the North line of said Section 2 a distance of 9.10 feet to a found GLO Brass Cap;

Thence South 89 Degrees 15 Minutes 40 Seconds East along the North line of said Section 2 a distance of 2627.40 feet to the North quarter corner of said Section 2, a found 2-1/2" Maricopa County Aluminum cap L.S. # 37174;

Thence South 00 Degrees 08 Minutes 06 Seconds West along the North-South mid Section line of said Section 2 a distance of 680.18 feet to the Southwest corner of the North half of G.L.O. lot 2 of said Section 2;

Thence South 89 Degrees 24 Minutes 44 Seconds East along the South line of the North half of G.L.O. lots 1 and 2 of said Section 2 a distance of 2636.96 feet to a point of the East line of said Section 2;

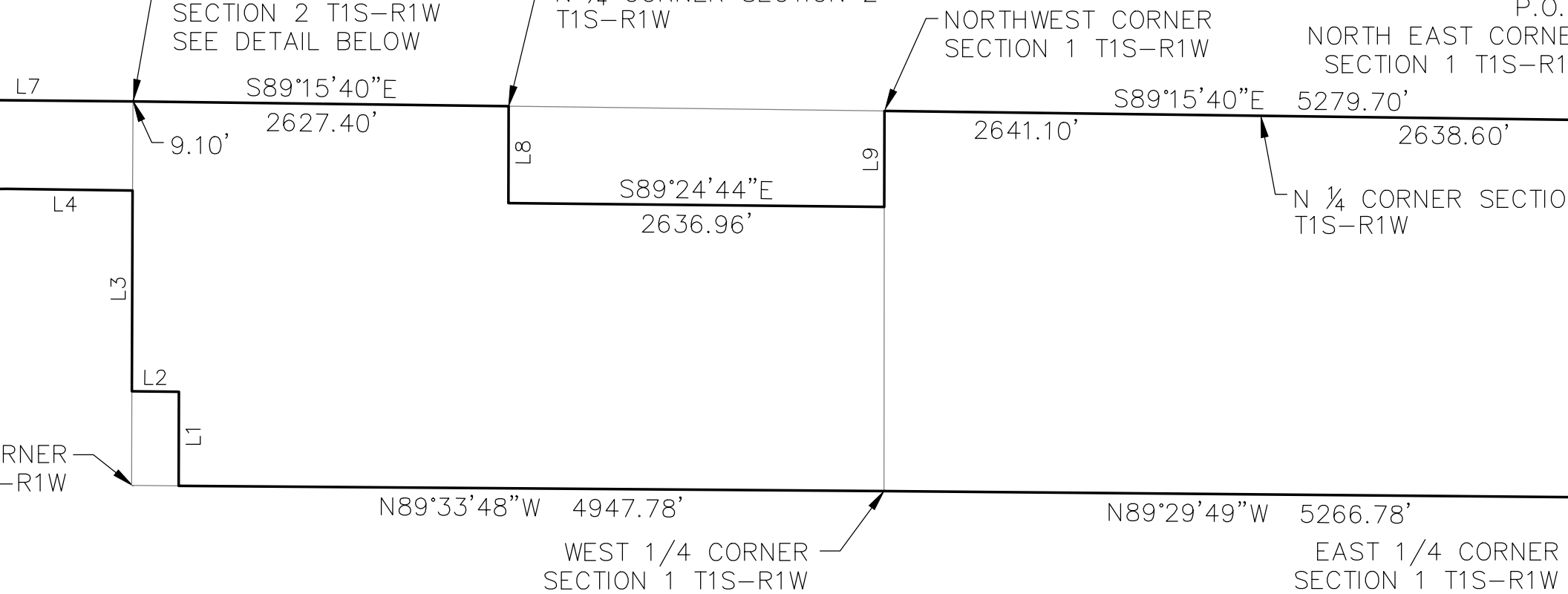
Thence North 00 Degrees 05 Minutes 28 Seconds East along the East line of said Section 2 a distance of 673.23 feet to the Northeast corner of said Section 2 and the Northwest corner of said Section 1;

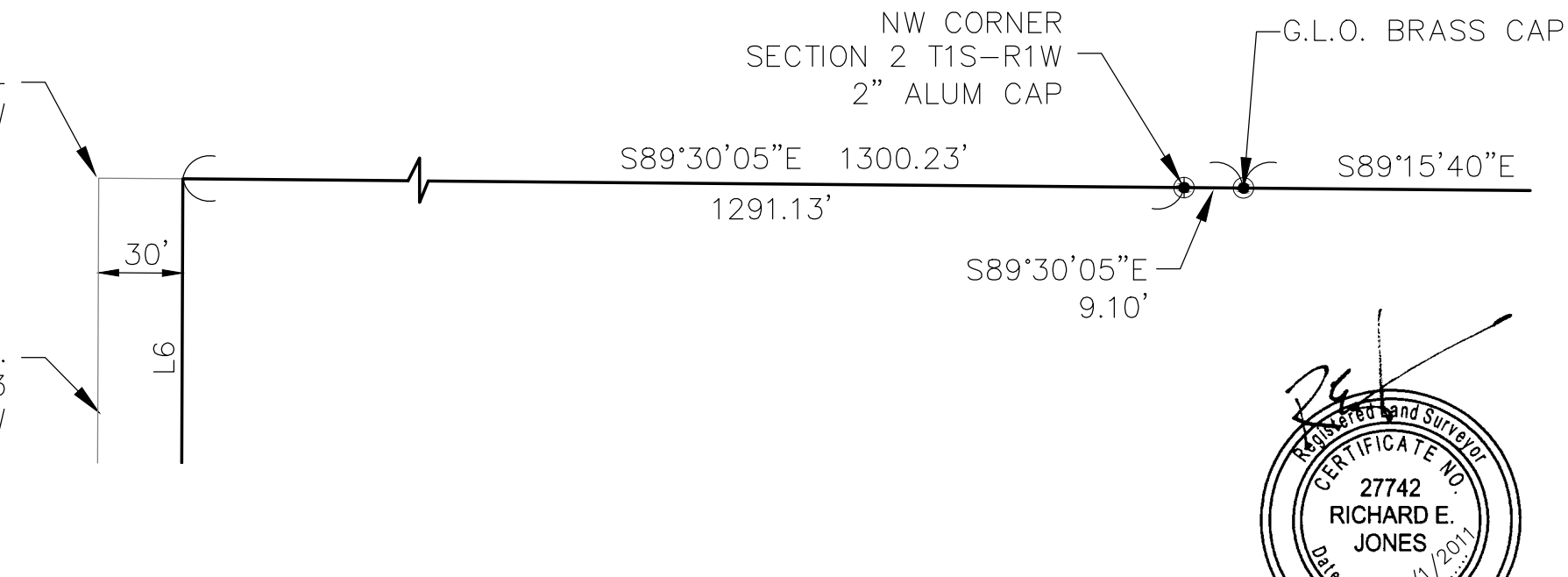
Thence South 89 Degrees 15 Minutes 40 Seconds East along the North line of said Section 1 a distance of 2641.10 feet to the North quarter corner of said Section 1, a found 3" Maricopa County brass cap L.S. # 37174;

Thence South 89 Degrees 15 Minutes 40 Seconds East along the north line of said Section 1 a distance of 2638.60 feet **TO THE POINT OF BEGINNING.**

Area of said parcel is 618.61 acres, more or less.

Registered Land Surveyor
CERTIFICATE NO.
27742
RICHARD E.
JONES
Date Signed 4/1/2011
ARIZONA, U.S.A.
Expires 3/31/2012





Line Tab		
Line #	Length	
L1	660.01	
L2	330.05	
L3	1409.30	
L4	879.25	
L5	412.05	
L6	629.26	
L7	1300.23	
L8	680.18	
L9	673.23	

EXHIBIT G

When recorded, return to:

City Clerk
City of Avondale
11465 W. Civic Center Drive, Suite 110
Avondale, Arizona 85323-6804

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is entered into November 22, 2010 (the "Effective Date"), by and between the City of Avondale, an Arizona municipal corporation (the "City") acting by and through the Mayor and City Council (the "Council") and Phoenix Speedway Corp., a Delaware corporation d/b/a Phoenix International Raceway ("PIR"). The City and PIR are sometimes referred to herein collectively as the "Parties" or individually as a "Party."

RECITALS:

A. ARIZ. REV. STAT. § 9-500.05 authorizes the City to enter into an agreement with any person or entity having an interest in real property providing for the development of such property and related matters.

B. PIR owns and operates the professional racing facility known as Phoenix International Raceway on approximately 600 acres of real property located at the intersection of Avondale Boulevard and Indian Springs Road, as more particularly described in Exhibit A and depicted in Exhibit B, both of which are attached hereto and incorporated herein by reference (the "PIR Property").

C. The City and PIR desire to enter into this Agreement to (i) set forth their understanding as to each Party's responsibility for certain actions and infrastructure improvements related to Phoenix International Raceway and/or the PIR Property and (ii) establish expectations for future cooperation between the City and PIR with respect to businesses to be attracted to Avondale, including the PIR Property and the area included within the Avondale City Center Specific Plan (the "City Center").

D. The City has determined that encouraging redevelopment/improvement of the PIR Property pursuant to this Agreement will result in significant economic and other public purpose benefits to the City and its residents by, among other things (i) causing the construction of certain public improvements, (ii) facilitating the development of the PIR Property in a manner consistent with the City's General Plan, (iii) transitioning the PIR Property to a new zoning district suited to a major sports and entertainment venue like PIR, (iv) increasing tax revenues to the City arising from or relating to the development of the PIR Property, (v) retaining a strong economic engine within Avondale, (vi) enhancing cooperation between the Parties to improve the likelihood that other race-themed venues will locate within Avondale, particularly within the City Center, (vii) facilitating the development of the PIR Property in accordance with the Expansion Development Plan (as defined herein) and the Ultimate Development Plan (as defined

herein), the combined capital investment of which is estimated by PIR to cost over $100,000,000.00, (viii) providing additional land for locating the City's utility infrastructure, (ix) improving public safety operations during major events on the PIR Property and (x) facilitating a long-term presence of the PIR corporate offices in Avondale.

E. The Parties understand and acknowledge that this Agreement is a "Development Agreement" within the meaning of and entered into pursuant to the terms of ARIZ. REV. STAT. § 9-500.05, to facilitate the proper municipal zoning designation and development of the PIR Property by providing for, among other things, conditions, terms, restrictions and requirements related to infrastructure improvements and other matters with respect to the expanded development of the PIR Property. The terms of this Agreement shall constitute covenants running with the PIR Property as more fully described in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference, the promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties hereto agree as follows:

1. Term and Effective Date. This Agreement shall become effective upon the Effective Date and shall remain in full force and effect until December 31, 2020 after which time this Agreement shall automatically terminate without the necessity of any notice, agreement or recording by or between the Parties (the "Initial Term") unless extended pursuant to this Section 1. If, in the year prior to the expiration date of the Initial Term, PIR is hosting or is scheduled to host at least one (1) NASCAR-sanctioned event and PIR has satisfied its capital expenditure obligations under Section 3.2 of this Agreement, then the Term of this Agreement shall be automatically extended for an additional ten (10) years without any further action by either PIR or the City.

2. Development of PIR Property.

2.1. General Plan and Rezoning.

A. General Plan. The PIR Property currently has a mixed land-use designation of "Employment" and "Rural Low Density Residential" under the City's existing General Plan (the "2002 General Plan"). City staff is in the process of receiving technical review and public comments on a revised General Plan (commonly referred to as "Avondale 2030" but referred to herein as the "2012 General Plan") that will be submitted to the Avondale voters for ratification after public hearings and review and consideration by the City's Planning and Zoning Commission and the Council according to ARIZ. REV. STAT. § 9-461.06(K); the 2012 General Plan is anticipated to be approved by the Council in sufficient time to be ratified by the Avondale voters in September/November of 2012. Under the 2012 General Plan, the proposed land-use designation for the PIR Property is recommended to be amended to "Sports and Entertainment." Any rezoning of the PIR Property must be consistent with the 2002 General Plan, as required by ARIZ. REV. STAT. § 9-461.02(F), as amended (the

"Consistency Requirements"). Prior to adoption of the 2012 General Plan, the City and PIR agree and understand that in order to meet the Consistency Requirements, certain interim amendments to the 2002 General Plan would be required to eliminate the inconsistency between the existing use of the portion of the PIR Property designated "Rural Low Density Residential" and any zoning category suitable for a large-scale sports venue (the "Interim Amendments"). PIR agrees and understands that the Interim Amendments will require a major amendment to the 2002 General Plan, which major amendment may, pursuant to State Law, be considered only once each year (the City has designated August for such amendments). If PIR requests that the PIR Property be rezoned prior to the time that the 2012 General Plan is ratified by the voters, the City staff shall process such Interim Amendments as necessary to ensure that rezoning of the PIR Property would meet the Consistency Requirements, and if deemed appropriate by the Council acting in its sole, legislative discretion, shall approve the Interim Amendments.

B. Development Plans and Zoning. The current zoning designation for the PIR Property is a combination of Industrial (A-1) and Agricultural (AG). PIR intends to make facility improvements commencing in 2011, as described and depicted on Exhibit C (the "Expansion Development Plan"). The parties agree that the Expansion Development Plan may be undertaken by PIR subject only to the submittal of a site plan and without the necessity of additional entitlements. Provided that (1) the capacity of the racetrack seating does not exceed 79,000 seats and (2) no new uses are established on the PIR Property, the City agrees that no traffic studies or roadway infrastructure expansion will be required. PIR's ultimate expansion plans are depicted in Exhibit D (the "Ultimate Development Plan"). To implement the Ultimate Development Plan, City staff is working and will continue to work with PIR representatives towards drafting a new zoning category, "Major Sports and Entertainment District" to more adequately address the unique zoning aspects of a large-scale sports venue like Phoenix International Raceway and in conformance with the Ultimate Development Plan. When requested by PIR or on the City's own initiative, and in the event the City Council determines, in its sole, legislative discretion that it is in the best interests of the City, the PIR Property shall be rezoned to Major Sports and Entertainment District (the "Rezoning"). Such Rezoning shall be completed in accordance with Section 4.1 (B) below.

C. Ultimate Development Plan. At such time as the City satisfies all of its obligations pursuant to Section 3.1 of this Agreement and upon completion of the obligations of PIR under Section 3.2 of this Agreement, PIR shall, subject to market conditions and other approvals as PIR deems necessary in its sole discretion, commence development of the PIR Property in accordance with the Ultimate Development Plan, which at this time is estimated to represent an additional capital investment in the PIR Property of approximately $85,000,000.00. Development of the PIR Property in accordance with the Ultimate Development Plan will create a state of the art racing facility that will draw spectators from around the country and allow PIR to maintain or potentially enhance its current schedule of NASCAR sanctioned events. Although not a requirement, the Ultimate Development Plan may be developed in multiple phases over the Term of this Agreement. The time frames and physical boundaries for each of the phases, and development of the PIR Property in accordance with the Ultimate

Development Plan, are approximate and contingent upon market conditions, board approval and matters beyond the control of PIR.

2.2 Approvals. Upon adoption of the Rezoning, and provided that PIR is not in breach, for the duration of this Agreement, the City shall be restricted from changing, restricting or limiting the rights of PIR or its successors and assigns to develop the PIR Property in accordance with this Agreement, the Expansion Development Plan, and the Ultimate Development Plan and/or from changing, restricting or limiting the PIR Property's permitted uses, densities and intensities of uses, locations of uses, and other similar standards of design applicable to the PIR Property without the consent of PIR; provided, however, that compliance with the applicable existing Rules and Regulations or permissible amendments thereto referred to herein shall in all events be required. After adoption of the Rezoning, the City shall grant and issue all subsequent administrative approvals necessary to allow PIR to implement the Expansion Development Plan and develop the PIR Property in accordance with the Expansion Development Plan and this Agreement, subject to the City's reasonable and customary review and approvals of plats, site plans and specifications, permits and other similar items in accordance with the Rules and Regulations and payment of all required review, permit and development impact fees. The City will process all zoning, plat, site plan and building applications within a reasonable time as agreed upon by both Parties. Upon prior written approval by PIR, outside consultants may be utilized in order to expedite the performance of plat, site plan and building plan review or other plan review services as deemed reasonably necessary by the City, the cost of which shall be the sole responsibility of PIR. The City shall waive any costs not approved in advance by PIR.

2.3 Additional Property. The City and PIR acknowledge that during the Term of this Agreement, PIR may acquire additional property adjacent to or within a one (1) mile radius of the existing PIR Property to be used in connection with the uses on the PIR Property. Upon the request of PIR and the submission of a development plan for the additional property hereafter referenced, the City hereby agrees to consider and, if in the best interest of the City as determined by the City and in accordance with typically applicable notice and public hearing requirements, to incorporate into this Agreement the whole or any portion of additional properties adjacent to or proximate to the PIR Property (the "Additional PIR Property") if and when PIR acquires such Additional PIR Property. The City and PIR agree that if PIR elects to request from City the incorporation of such Additional PIR Property or portions thereof and if the City consents: (A) thereafter, such Additional PIR Property shall be included in the PIR Property and shall be subject to and shall benefit from all provisions of this Agreement applicable thereto and any reference herein to the PIR Property shall include such Additional PIR Property; and (B) the City and PIR shall cooperate in order for the Additional PIR Property to receive the necessary land use approvals, including any necessary amendment to the underlying zoning required to approve the amended Expansion Development Plan.

2.4 Applicable Rules and Regulations. For purposes of this Agreement, the term "Rules and Regulations," shall mean the ordinances, rules, regulations, permit requirements and other official policies of the City in existence on the Effective Date of this Agreement except as those items may be modified by this Agreement. Except as otherwise expressly provided to the contrary in this Agreement, the City shall not impose or enact any additional Rules and Regulations applicable to or governing the development of the PIR Property for the Term of this Agreement.

2.5 Permissible Additions to the Rules and Regulations. Notwithstanding the provisions of Sections 2.2 and 2.4 above, the City may enact the following provisions and take the following actions which shall be allowable additions to the Rules and Regulations and shall be binding on the development of the PIR Property:

A. State, County or Federal Requirements. Rules and Regulations of the City enacted as reasonably necessary to comply with requirements imposed on the City by the State, County or Federal government, provided, that in the event such requirement prevents or precludes compliance with this Agreement, such effective provisions of this Agreement shall be modified, if legally possible, as may be necessary to achieve the minimum permissible compliance with such requirements.

B. Public Health and Safety. Rules and Regulations enacted by the City that are reasonably necessary to alleviate threats to public health and safety, in which event any such remedial or corrective enactments shall be rationally related to the alleviation of such threats and may be imposed only after allowing for public comment at an open meeting and shall not, in any event, be imposed unreasonably or arbitrarily.

C. Building Codes and Standards. Future updates of, and amendments to: (1) building, construction, plumbing, mechanical, electrical, drainage and similar construction and safety-related codes, such as the recognized construction, safety organization or by the county, state or federal government or by the Central or Maricopa Association of Governments; (2) the City's amendments to the adopted codes set forth in Subsection 2.5(C)(1); and (3) the Avondale General Engineering Requirements and Avondale Supplement to the MAG Specifications and Standard Details; provided that such building or safety code updates and amendments have been duly adopted by the appropriate publishing agency and are reasonably applied and, unless mandated by superior legal authority, shall not apply to any structures for which a permit has already been issued.

3. Infrastructure Improvements.

3.1 City Obligations.

A. Water Improvements. The City has budgeted $800,000 in the approved Fiscal Year 2010-2011 Capital Improvement Program ("CIP") and $1.6 Million is committed in the proposed 2011-2012 CIP, which was approved by Council on July 5, 2010, to extend a water line in Avondale Boulevard (or at such other location as determined by the City, in its sole discretion, after consultation with PIR) to provide water service to the PIR Property (the "Avondale Boulevard Water Line"). Subject to PIR's obligations set forth in Subsection 3.2 below, the City agrees to design and install said Avondale Boulevard Water Line within public rights-of-way by November 1, 2012 and in the event that the costs exceed the CIP budget, the City will not be relieved of its obligation to complete the water improvements under this Subsection 3.1(A); provided, however, that if the Avondale Boulevard Water Line costs exceed the allocated CIP budget and the City is unable to fund such excess costs and complete construction of the

Avondale Boulevard Water Line by November 1, 2012, then upon the City's written notification to PIR, PIR shall have the option but not the obligation to contribute to such costs in an amount not to exceed $1,200,000.00 (the "PIR Water Contribution"), which PIR Water Contribution shall be reimbursed to PIR in accordance with Subsection 5.2 below. If PIR does not elect to make the PIR Water Contribution and the City's construction of the Avondale Boulevard Water Line is delayed as a result of the budget shortfall or if PIR does elect to make the PIR Water Contribution but construction cannot reasonably be completed on the timeline provided, then the City and PIR agree that the date or dates for performance of the obligations of PIR contained in Section 3.2 shall be delayed for a time period equal to the delay in performance of the obligations contained in this Section 3.1(A) (the "Performance Extension"). The design and location of the Avondale Boulevard Water Line shall be at the City's discretion, after consultation with PIR, and as necessary to provide sufficient water service to at a minimum meet the required water flow demands as provided in the Water Supply and Wastewater Services Conceptual Plan Report, prepared by HNTB, subject to the modification by and approval of the City's Public Works Director (the "Report"). The City will own and operate the Avondale Boulevard Water Line within the public right-of-way, which line will be stubbed out to the private property line of the PIR Property at the locations determined by both parties, working together in good faith. PIR specifically agrees and understands that the City's water improvements, as set forth in this Subsection 3.1(A), shall not include a reservoir for potable water storage, which reservoir, if any, shall be constructed, owned and operated by PIR at its sole cost and expense.

B. Wastewater Improvements. The City will budget sufficient funds in Fiscal Years 2011/2012 and 2012/2013 to design and construct a wastewater lift station (which shall include a sewer force main) that will provide sufficient sewer utility service to meet the minimum flow requirements as detailed in the Report and to be located at an appropriate site on the PIR Property (the "Lift Station") as detailed in Section 3.2(C) below. The City will, subject to PIR's obligations set forth in Subsections 3.2 below, design and construct the Lift Station and related force mains by November 1, 2012. The design of the Lift Station shall be at the City's sole discretion, after considering and reasonably incorporating comments from PIR. PIR specifically agrees and understands that the City's wastewater improvements, as set forth in this Subsection 3.1(B), shall not include a reservoir for wastewater storage for peak events, which reservoir, if any, shall be constructed, owned and operated by PIR at its sole cost and expense.

C. Infrastructure Completion Schedule. The Avondale Boulevard Water Line and the Lift Station are collectively referred to herein as the "Public Infrastructure." The City will commit to anticipated delivery dates for the Public Infrastructure by January 1, 2011. Once the City has provided PIR with anticipated delivery dates for the Public Infrastructure, PIR shall have the option, but not the obligation, to complete all or a portion of the Public Infrastructure and to receive reimbursement from the City for such costs in accordance with Section 5 of this Agreement. PIR shall provide written notice of its decision within ninety (90) days of receipt of the anticipated delivery date schedule from City.

D. Agreement Subject to Appropriation. The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep PIR fully informed as to the availability of funds for the Agreement. The obligation of the City to make any payment pursuant to this Agreement is a current expense of the City, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the City. If the City Council fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any immediately succeeding fiscal year, and is unable to meet its obligations under this Section 3.1, then City shall be considered in default of this Agreement in which event PIR shall be relieved of any contingent and subsequent financial obligation under this Agreement and shall be permitted to exercise any remedy available pursuant to the terms of this Agreement, the law and equity.

3.2 PIR Obligations.

A. Improvements to PIR Property. In consideration of the City's performance of its obligations under this Agreement, PIR, by November 1, 2012 and subject to the Performance Extension, will commit a minimum of $15,000,000 towards improving the PIR Property in accordance with the Expansion Development Plan (the "Capital Expenditures"). PIR shall make such Capital Expenditures in the manner (type of improvement, size, expected benefit to fans in attendance) and at the times (phases anticipated, date of opening to the public for each phase) to accommodate the Expansion Development Plan (the "PIR Improvements") and as required in the Report, as amended from time to time. PIR shall work cooperatively with the City staff to ensure that proposed facilities are designed and constructed in accordance with applicable State, County and City codes, ordinances, regulations and requirements. Although not a requirement, PIR may develop the PIR Property with the Capital Expenditures in multiple phases. If the PIR Property is developed in phases, one or more of the phases or a portion of those phases may be undertaken contemporaneously. The physical boundaries of the phases (not the exterior physical boundaries of the PIR Property) may be adjusted administratively, as mutually agreed by PIR and City and in accordance with the Rezoning.

B. Transaction Privilege Tax on Construction Activities. PIR agrees and understands that it is obligated to pay all applicable City transaction privilege taxes related to new construction activities ("Construction Sales Tax").

C. Real Property Dedication. PIR shall dedicate to the City up to a one (1) acre parcel(s) of real property generally located at near the intersection of El Mirage and Indian Springs Roads, for use by the City in constructing the Lift Station(s), at such time as the City has notified PIR in writing that it (1) has the necessary funds to construct the Lift Station and (2) will commence design within sixty (60) days of such notice. The fair market value of the real property dedicated for the Lift Station shall be mutually agreed upon by City and PIR at the time of dedication and said value will establish the development impact fee credit, if any, owed to PIR under Section 5.

D. Operation of Improvements. The City shall be responsible for all maintenance and operation of the Public Improvements. PIR shall be solely responsible for constructing, operating and maintaining all infrastructure located on the PIR Property including, but not limited to, any on-site reservoirs and booster pumps.

E. Existing Well. PIR agrees to use the following wells, Arizona Department of Water Resources ("ADWR") Registration Nos.582986 and 611893, located on the PIR Property in the locations depicted in Exhibit E attached hereto and incorporated by reference (the "Wells"), solely for non-potable water purposes (such as irrigation and dust control) for the PIR Property.

F. PIR Corporate Offices. PIR agrees to maintain its corporate offices within the corporate limits of the City during the term of this Agreement, subject only to the limitations set forth in this Subsection 3.2(F). In the event that PIR determines, in good faith, that it cannot either (1) maintain its offices at its current location (125 S. Avondale Boulevard) or (2) relocate its offices to another comparable Class A office space within the City limits, PIR shall meet with the City prior to any binding relocation commitment to office space outside the corporate limits of the City in order to identify potential opportunities for relocation to comparable Class A Office Space within the corporate limits of the City. PIR shall consider such options presented by the City in good faith and use reasonable consideration in deciding whether to relocate outside the City's corporate limits; provided, however, that in no event shall PIR locate its corporate offices within 13 miles of its current location.

G. Public Safety Services. PIR acknowledges that there is a significant annual cost to the City to provide public safety services to the PIR Property during major race events. As such, the parties agree to work together in good faith to determine a public safety services plan that provides adequate public safety while being cost effective. Such public services plan shall be memorialized in a separate written agreement between the parties and shall be executed prior to the first NASCAR event weekend at the PIR Property in 2011. Such public safety services plan shall include the provision of necessary space and available services such as water and electricity to be used by the City public safety personnel and equipment, and reimbursement to the City for the City's reasonable costs of providing the services.

H. Joint Economic Development Efforts. PIR agrees that, upon the City's request, not more than four (4) times per year, PIR shall use good faith efforts to co-host economic development events at the PIR Property; provided, however, that any such request shall (1) be subject to availability of space at the PIR Property for the event and (2) not be granted for any time period during which NASCAR events are being held at the PIR Property.

4. PIR Property Land Use.

4.1 General Plan Amendments and Rezoning.

A. General Plan Amendments. PIR shall fully cooperate to the extent necessary with the City staff in the completion and implementation of the Interim Amendments and the 2012 General Plan to ensure that the land-use designation for the PIR Property is consistent with the uses thereon.

B. Rezoning. So long as the Council (1) adopts the ordinance creating the Major Sports and Entertainment District (the "MSED Ordinance") as described in Subsection 2.1 above prior to December 31, 2010 and (2) initiates the Interim Amendments prior to January 31, 2011, PIR shall initiate the Rezoning of the PIR Property to the Major Sports and Entertainment District not later than 60 days after the effective date of the MSED Ordinance.

C. Waiver of Claims. Whether initiated by the City or requested by PIR, prior to adoption of both the Interim Amendments and the Rezoning for the PIR Property, PIR shall execute a Waiver of Claims Pursuant to ARIZ. REV. STAT. § 12-1134 *et seq.*, substantially in the form attached hereto as Exhibit F, and incorporated herein by reference.

4.2 PIR Affiliated Businesses and Attractions. PIR shall use good faith efforts to work with the City toward developing a cooperative marketing and promotional relationship to promote tourism to Avondale and the NASCAR events at PIR.

5. Development Impact Fees and Payback Improvements.

5.1 Payment of Development Fees. At building permit issuance, PIR shall pay all development fees assessed by the City under ARIZ. REV. STAT. § 9-463.05 ("Development Fees") owing with respect to new development on the PIR Property. Some of the Public Infrastructure or real property that PIR has agreed to install or otherwise provide pursuant to this Agreement are or may be included within the improvements to be funded by various Development Fees. City agrees that, in accordance with the provisions of ARIZ. REV. STAT. § 9-463.05, PIR shall receive a dollar-for-dollar credit against the Development Fees for the cost of all Public Infrastructure that it constructs or has constructed for which a Development Fee is assessed and for the appraised fair market value of land acquired and dedicated for public facilities for which a Development Fee is assessed.

5.2 Payback Improvements. If PIR elects under Subsection 3.1(C) of this Agreement to design and/or construct all or any portion of the Public Infrastructure (a "Payback Improvement"), the City agrees to reimburse PIR for all costs expended by PIR in such design and construction through a separate payback agreement between the City and PIR (the "Payback Agreement"). City may elect to reimburse PIR in full for the Payback Improvement upon dedication by PIR and acceptance by City of the Public Infrastructure. If City cannot pay for the Payback Improvement at the time of acceptance, then such reimbursement shall be provided through the Payback Agreement. The amount to be reimbursed through the Payback Agreement shall include all design, engineering, financing and construction costs, up to a maximum of the original cost of the Payback Improvement incurred by PIR in the design and construction of the Payback

Improvement, but will not include the fair market value of any PIR Property dedicated by PIR on which any of the Payback Improvements are constructed.

6. Default; Remedies; Termination.

6.1 Default. Failure or unreasonable delay by PIR or City to perform or otherwise act in accordance with any term or provision hereof shall constitute a breach of this Agreement and, if the breach is not cured within 45 days after written notice thereof from the other Party, shall constitute a default under this Agreement; provided, however, that if the failure is such that more than 45 days would reasonably be required to perform such action or comply with any term or provision hereof, then the Party shall have such additional time as may be necessary to perform or comply so long as the Party commences performance or compliance within five days after written notice and diligently proceeds to complete such performance or fulfill such obligation (the "Cure Period"); provided further, however, that no such cure period shall exceed 90 days, unless otherwise agreed to, in writing, by the Parties. Any notice of a breach shall specify the nature of the alleged breach and the manner in which said breach may be satisfactorily cured, if possible. In the event a breach is not cured within the Cure Period, the non-defaulting Party shall have all rights and remedies which may be available under law or equity, including without limitation the right to (A) specifically enforce any term or provision of this Agreement, (B) terminate this Agreement or (C) institute an action for damages.

6.2 Dispute Resolution. In the event that there is a dispute hereunder which the Parties cannot resolve between themselves and the cure period for the breach has expired, the Parties agree that there shall be a 45 day moratorium on litigation during which time the Parties agree to attempt to settle the dispute by non-binding mediation before commencement of litigation. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by PIR and the City. In the event that the Parties cannot agree upon the selection of a mediator within seven days, then within three days thereafter, the City and PIR shall request the presiding judge of the Superior Court in and for the County of Maricopa, State of Arizona, to appoint an independent mediator. The mediator selected shall have at least five years of experience in mediating or arbitrating disputes relating to land and property development. The cost of any such mediation shall be divided equally between the City and PIR. The results of the mediation shall be non-binding on the Parties, and any Party shall be free to initiate litigation. This Section 6.2 shall not apply to any legal rights of PIR that must be exercised within a certain number of days that is less than 45.

6.3 No Personal Liability.

A. City to PIR. No member, official, employee, or agent of the City shall be personally liable to PIR, or any successor or assignee (1) in the event of any default or breach by the City or (2) pursuant to any obligation of the City under the terms of this Agreement.

B. PIR to City. No member, official, employee, or agent of PIR shall be personally liable to the City (1) in the event of any default or breach by PIR, (2) for any amount that may become due to the City or (3) pursuant to any obligation of PIR under the terms of this Agreement.

7. General Provisions.

7.1 Cooperation. The City and PIR hereby acknowledge and agree that they shall cooperate in good faith with each other as contemplated by this Agreement.

7.2 Time of Essence. Time is of the essence with respect to each and every provision of this Agreement and the performance required by each Party hereto.

7.3 Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. § 38-511.

7.4 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (C) given to a recognized and reputable overnight delivery service, to the address set forth below or (D) delivered by facsimile transmission to the number set forth below:

If to the City: City of Avondale
11465 W. Civic Center Drive
Avondale, Arizona 85323
Facsimile: (623) 333-0100
Attn: Charles P. McClendon, City Manager

With copy to: GUST ROSENFELD, P.L.C.
One E. Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Facsimile: (602) 340-1538
Attn: Andrew J. McGuire, Esq.

If to PIR: Phoenix Speedway Corp.
125 S. Avondale Boulevard, Suite 200
Avondale, Arizona 85323
Facsimile:_____
Attn: Bryan Sperber

With a copy to: Legal Department
One Daytona Boulevard
Daytona Beach, Florida 32114
Facsimile: (386) 681-6884
Attn: General Counsel

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (D) when confirmed received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

7.5 Governing Law; Venue. This Agreement shall be interpreted and governed according to laws of the State of Arizona. The venue for any dispute hereunder shall be Maricopa County, Arizona, and the Parties hereby irrevocably waive any right to object to such venue.

7.6 Successors and Assigns. The rights established under this Agreement and the Expansion Development Plan are not personal rights but attach to and run with the PIR Property. All of the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto pursuant to ARIZ. REV. STAT. § 9-500.05(D). Upon PIR's transfer of the PIR Property, or any portion thereof, the transferee(s) shall automatically become the owner hereunder and the City shall release all prior owner(s) from the obligations of this Agreement that are to be performed in that portion of the PIR Property that has been transferred. This Agreement may be assigned by PIR to any successor in interest to the PIR Property (or any portion thereof) without the consent of City, provided that PIR provides the City with written notice of such assignment and the identity of the assignee within fifteen (15) days of such assignment.

7.7 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by either Party of any breach of any of the terms, covenants or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same for any other term, covenant or condition herein contained.

7.8 Attorneys' Fees. In the event of any actual litigation between the Parties in connection with this Agreement, the Party prevailing in such action shall be entitled to recover from the other Party all of its reasonable costs and fees, including reasonable attorneys' fees, which shall be determined by the court and not by the jury.

7.9 Limited Severability. The City and PIR each believe that this Agreement was executed, delivered and performed in compliance with all applicable laws. However, in the unlikely event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement is declared void or unenforceable by a court of competent jurisdiction (or is construed as requiring the City to do any act in violation of any applicable laws, constitutional provision, law, regulation or City Code), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic or otherwise) to the Parties as if such severance and reformation were not required. The Parties further agree, in such circumstances, to do all acts and to execute all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

7.10 Exhibits. All exhibits attached hereto are incorporated herein by this reference as though fully set forth herein.

7.11 Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the Parties hereto, oral or written, are hereby superseded by and merged into this Agreement.

7.12 Recordation of Agreement. This Agreement shall be recorded in the Maricopa County Recorder's Office within ten days after its approval and execution by the City.

7.13 No Partnership; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other agreement between PIR and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person or entity not a Party hereto, and no such other person or entity shall have any right or cause of action hereunder.

7.14 Additional Acts and Documents. Each Party hereto agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement. If any action or approval is required of any Party in furtherance of the rights under this Agreement, such approval shall not be unreasonably withheld.

7.15 Headings; Counterparts. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

7.16 City Services. Upon completion of the Public Infrastructure, the City shall provide and maintain all City services to the PIR Property to the same extent and upon the same terms and conditions as those services are provided to other real properties in the City, except as otherwise provided herein.

7.17 Force Majeure. The performance of either Party and the duration of this Agreement shall be extended by any causes that are extraordinary and beyond the control of the Party required to perform, such as, but not limited to, a significant weather or geological event or other act of God, civil or military disturbance, labor or material shortage, or acts of terrorism.

7.18 Fair Interpretation. All Parties have been represented by counsel in the negotiation and drafting of this Agreement and this Agreement shall be construed according to the fair meaning of its language. The rule of construction that ambiguities shall be resolved against the Party who drafted a provision shall not be employed in interpreting this Agreement.

7.19 Computation of Time. In computing any period of time under this Agreement the date of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so completed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday, or legal holiday. The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. (local time in Phoenix, Arizona) on the last day of the applicable time period provided herein.

7.20 Amendment. No amendments are to be made to this Agreement except by written document executed by City and PIR. Within ten (10) days after the execution of the amendment by both parties, the amendment shall be recorded by the City with the Maricopa County Recorder, Maricopa County, Arizona. From time to time, PIR may apply to amend the Expansion Development Plan or the Ultimate Development Plan in accordance with the Rezoning and Major Sports and Entertainment District. Said amendments that are administratively approved under the Rezoning and Major Sports and Entertainment District may be approved without requiring or constituting amendment to this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

"PIR"

PHOENIX SPEEDWAY CORP.,
a Delaware corporation

By: BRS

Name: Bryan R. Sperber

Title: President

"City"

CITY OF AVONDALE, an Arizona municipal corporation

By: Charles P. McClendon

Charles P. McClendon, City Manager

ATTEST:

Carmen Martinez

Carmen Martinez, City Clerk

(ACKNOWLEDGMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me on November 19, 2010, by Bryan R Sperber, who acknowledged that he signed the foregoing instrument as ___ _____ on behalf of PHOENIX SPEEDWAY CORP.

Marie Ellen Isabell
Notary Public

MARIE ELLEN ISABELL
Notary Public - Arizona
Maricopa County
My Comm. Expires Apr 6, 2014

My commission expires:

April 6, 2014

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me on November 23, 2010, by Charles P. McClendon, City Manager of the CITY OF AVONDALE, who acknowledged that he signed the foregoing instrument on behalf of the City of Avondale.

Amapola Arreola
Notary Public in and for the State of Arizona

My commission expires:

May 11, 2014

AMAPOLA ARREOLA
Notary Public - Arizona
Maricopa County
My Comm. Expires May 11, 2014

1305013.13

EXHBIT H

PHOENIX INTERNATIONAL RACEWAY COMPREHENSIVE SIGN PLAN

This Comprehensive Sign Plan was prepared by

INFINITE SCALE DESIGN GROUP

16 Exchange Place
Salt Lake City, UT 84111
801 363 1881 ƒ 1841
www.infintescale.com

INTERNATIONAL SPEEDWAY CORPORATION

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Daytona Beach, FL 32114
Telephone (386) 254-2700

PHOENIX SPEEDWAY CORPORATION

125 S. Avondale Blvd., Suite 200
Avondale, AZ 85323
Phone: (623) 463-5400
Fax: (623) 463-5501

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1.1 Purpose and Intent

In accordance with Section 904 of the City of Avondale Zoning Ordinance (CoAZO), the purpose and intent of this Comprehensive Sign Plan (CSP) is to control development of signs and graphics on the Phoenix International Raceway (PIR) property in order to:

- Ensure design consistency and compatibility between all signage on a master planned site
- Maintain an attractive visual appearance within the City of Avondale
- Protect the health and safety of visitors and employees
- Adequately present Phoenix International Raceway (PIR) and the City of Avondale to a national and international audience
- Properly identify site entries and exits to visitors and business delivery systems
- Properly identify amenities to visitors
- Aid security measures to the site
- Ensure adequate crowd management
- Aid a safe flow of traffic for pedestrians and vehicles

In addition, the purpose of sign regulations as set forth in Section 901 of the CoAZO shall also apply.

The CSP identifies all existing and proposed Signs by general location (Zone) and total Allowable Sign Area for each Sign Type in each Zone.

To the extent that this CSP is different from Section 9 of the CoAZO (Signage Code), this CSP shall control development of signs on the PIR property, as defined in Section 3 of the CSP. To the extent that this CSP does not address a particular subject, the Signage Code as applicable for Major Sports and Entertainment District (MSED) zoned properties shall continue to control development of signs on the PIR property as to that particular subject.

1.2 Current Signage Code

The signage code is addressing residential and commercial zoning districts with very specific regulations. It makes allowances for quantities and size in relation to building size and zoning district for certain sign types and sets maximum quantities and sizes for others.

The Special District Zoning Ordinance (Section 5 CoAZO), however, asks for a Comprehensive Sign Plan for Major Sports and Entertainment District (MSED) zoned properties, acknowledging the “unique demands and impacts” [Section 502.A CoAZO] of such a facility. The CSP shall be consistent with Section 502 (MSED) of the Special District Zoning Ordinance and the Signage Code, but may propose signage in excess of the Signage Code.

1.3 Comprehensive Sign Plan

Due to the complexity and size of PIR, its national and international significance, and in consideration of the magnitude of the events held at the venue, this CSP categorizes signs and sign content according to their purpose:

1. IDENTIFICATION - Venue/site, site entries, parking, trams, gates, sections, attractions, ticketing, retail, vendors and amenities
2. DIRECTION & INFORMATION - Vehicular and pedestrian direction signs, maps, directories and venue information
3. GRAPHICS & DECOR - Grandstand banners, flags and environmental graphics
4. REGULATION - Parking, traffic, health & safety and security

1.4 Sign Types

Signs similar in build or purpose are categorized in Sign Types which are set out in Section 4 - Sign Type Descriptions.

Sign Type Descriptions make reference to “Permanent Sign Design, Illumination, and Construction” as set forth in Section 907 of the Signage Code.

This CSP categorizes the different Sign Types and the total allowable area for each Sign Type within each zone.

The allowable sign content (copy, messages, graphics or images) for each Sign Type are set forth in Section 4 - Sign Type Descriptions.

1.5 Procedures and Permits

1.5.1 **Sign Permitting.** Notwithstanding all requirements of the CoAZO, construction of new signs and replacement

or relocation of existing signs on the PIR Property shall be allowed as provided in this CSP. Before erecting new signs or replacing or relocating existing signs allowed by this CSP, PIR shall be required only to obtain a sign permit in accordance with Section 3 – Procedure and Permits.

1.5.2 **Minor Amendment**. An amendment to this CSP will be considered a "Minor Amendment"
a) for any new Sign Type not considered originally by this CSP, but in accordance with the intent and purpose of this CSP
b) for a fifteen percent (15%) increase of total Allowable Sign Area, cumulative over a five (5) year period, beginning upon final approval of this CSP.
c) for addition of one hundred percent (100%) or less of maximum Allowable Sign Area per single sign to the Allowable Sign Area per Sign Type and Zone.

A Minor Amendment will be processed as follows:

- PIR submits a sign request to the City staff.
- City staff reviews the sign request for compliance with this CSP and approves or denies the sign request.
- If the City staff does not approve a sign request or determines that the Sign for which a permit is being requested is not specifically permitted by this CSP, PIR shall have the right to request a Minor Amendment to the CSP from the Zoning Administrator.
- If such request is denied by the Zoning Administrator, PIR shall have the option of appealing the decision to the Planning Commission.

1.5.3 **Major Amendment**. An amendment to this CSP will be considered a "Major Amendment"
a) for new Sign Types not in accordance with the intent and purpose of this CSP
b) for more than 15% increase of total Allowable Sign Area cumulative over a five (5) year period, beginning upon final approval of this CSP.
c) for addition of more than one hundred percent (100%) of maximum Allowable Sign Area per single sign to the Allowable Sign Area per Sign Type and Zone.

A Major Amendment and shall require approval by the City Council. A Major Amendment will be processed as follows:

- PIR submits a Major Amendment request to the City staff.
- City staff reviews the Major Amendment request and the Major Amendment request is submitted to the Planning Commission for consideration and recommendation.
- Following consideration by the Planning Commission, the Major Amendment is presented to the City Council for final review and approval.

1.6 Future Mixed Use[1]

Signage for future Non-Major Sports and Entertainment Venue related uses referred to as Mixed Use in the Conceptual Development Plan of the Rezoning Submittal for PIR shall adhere to the requirements of CoAZO Section 9 unless otherwise incorporated as part of this CSP by approved amendment.

1 Section 1.6 added in City Submittal 4

2.1 Definitions

For the purpose of this CSP, the following defined terms shall have the meanings set forth below. Any terms not defined shall have their common meaning or as defined in the CoAZO.

Accent Illumination – means outlining, halo-lighting or back lighting by means of an exposed or shielded light source

ADA – Americans with Disabilities Act.

Allowable Sign Area – means the measured area of the Sign Content on a Sign within a single continuous perimeter enclosing the outer limits of the Sign Content, not including visible or invisible support structure, base, poles or landscaping elements. The Allowable Sign Area is measured or calculated as defined on page 2.3[1] of this CSP.

Banner – see Environmental Graphics.

Branding – is any content that refers to PIR and/or its affiliated sub-brands.

CoAZO[2] – means the City of Avondale Zoning Ordinance.

CSP – means this Comprehensive Sign Plan.

PIR – means Phoenix International Raceway, its parent, affiliates, subsidiaries, authorized representatives, successors and assigns. It is understood that as of the initial date of this CSP, Phoenix Speedway Corporation either owns, operates or controls the PIR Property.

PIR Property – means the real property with Major Sports and Entertainment District zoning owned, leased, operated or otherwise controlled by Phoenix Speedway Corporation and shown on the Section 5 diagram in this CSP. The PIR Property description may be amended pursuant to the procedures outlined in this CSP.

Environmental Graphics – means imagery and text and any combination thereof printed, painted on or cut from specialty substrates, such as, but not limited to fabrics, signboards, glass, plastic sheets - translucent or opaque, and applied or fixed to permanent or temporary structures and surfaces.

External Illumination – is a light source directed onto a sign or sign face and shielded to other directions with the purpose of illuminating the sign or sign face it is directed at, such as spot lights and wall washers.

Event – means any event at the PIR Property

Grandstands[3] – means the façade of the build-up seating areas facing the public right-of-way and defined as Zone 4 in the Zone Classification on page 5.2 of this CSP; It is understood that for permitting purposes Zone 4 ends with the last row of columns (see Infield).

IBC – International Building Code.

Internal Illumination – is a light source covered by a translucent diffuser, where the light source is not visible, but transmits light through the diffuser. The diffuser can be monochromatic, multicolored or white and be of any two or three dimensional shape

Illuminated Sign – is any sign that has External, Internal or Accent Illumination.

Infield[4] – means the area from the last row of columns of the Grandstands in, towards the race track; Signs in the Infield are considered not visible from the public right-of-way and do not need to be permitted.

Information – is any content that refers to the site, venue, locations, amenities, hours of operation, directions and regulations.

Interpretive – means content that showcases the history of PIR, motor sports, events held at PIR and content that refers to the natural environment PIR is situated in. It is understood that photos, depictions, representations or other visual images that include logos, symbols, words, company names, and other indicia as they appear in competition or other events are included as Interpretive elements.

LCD Screen – is a programmable liquid crystal display - monochromatic or in color - to present static or animated content.

LED Lighting – is lighting technology where light emitting diodes (LEDs) are used as a source of illumination. With a programmable matrix, cluster or row of different color emitting LEDs (commonly red, blue and green), color changing illumination can be achieved.

LED Screen – is an electronic display that uses light emitting

1 Page number changed from 2.2 to 2.3 in City Submittal 3

2 Definition put in alphabetical order in City Submittal 3

3 Definition added in City Submittal 3

4 Definition added in City Submittal 3

diodes in a programmable matrix - monochromatic or in color - to display static or animated content.

Midway[1] – means the ticketed area outside the Grandstands and race track as defined on the Zone Classification diagram on page 5.2 of this CSP; It is understood that the name for this area may change at any time.

Regulation Signs – means Signs as defined under "Sign Type IV: Regulation Signs" in Section 4, page 4.1

Sign – is a) any device or display consisting of lights, letters, numbers, symbols, pictures, illustration, announcements, cutouts, objects, insignia, trademarks or demonstration, including all trim and borders, which is designed to advertise, inform, identify or attract the attention of a person on or off the premises on which the device or display is located.

b) Any person, animal or character stationed at or close to PIR Property for the purpose of attracting attention to PIR by actions or attire of a sign.

Signboard – means industry standard materials for the application of graphics (see Environmental Graphics) including, but not limited to Aluminum composite sheeting, Aluminum sheeting, fibre cement boards, exterior grade plywood, laminated or not, foam core boards, fluted boards, etc.

Signage Code – means the Section 9 of the City of Avondale Zoning Ordinance.

Sign Content – is any copy, graphics or images on a sign. This CSP categorizes Sign Content into Information, Sponsorship, Branding and Interpretive messages.

Sign Face – refers to each side of a sign that is facing a different direction.

Sign Height – refers to the maximum height of the sign structure including all supports from finished grade. Where the finished grade slopes, the measurement shall be taken at the horizontal center of the sign.

Sign Maintenance or **Maintenance** – refers to the process of keeping a sign and its support in good repair and appearance and includes, but is not limited to painting, re-painting, corrosion prevention, cleaning and updating of Information.

Sign Structure – is that material which supports or is capable of supporting a sign, including decorative cover.

Sign Type – means Signs similar in build or purpose as set out in Section 4 - Sign Type Descriptions.

Sponsorship – is any content that refers to PIR sponsors.

Zone – refers to areas on PIR Property as defined in Section 5 - Zone Classification.

1 *Definition added in City Submittal 3*

2.2 Calculation of Sign Area

A. The area of a sign shall be calculated by using a combination of no more than two (2) parallelograms, ellipses, and/or triangles which enclose the extreme limits of the sign, including any frame, support, or backdrop which forms an integral part of the sign and is used to differentiate such sign from the wall or background against which it is displayed.

B. Where a sign consists of separate and individual letters, modules, or symbols, each portion of said sign shall not be considered a separate sign.

C. Necessary supports or uprights on which any freestanding sign is placed shall be excluded from a sign area calculation.

D. Any landscaping elements like walls, raised landscaping, planting, etc. shall be excluded from signs area calculation.

E. Only one (1) face of a double-faced sign shall be considered in determining its sign area, except that both sides shall be counted in instances where the distance between faces exceeds six (6) feet.

F. Signs may consist of more than one (1) sign panel provided all such sign panels are attached to one common integrated sign structure. The calculation of area of such sign shall include all panels, regardless if used for Branding, Sponsorship or Information. The portion(s) of a sign dedicated to providing the street number and/or address of the Property shall be excluded.

G. Where signs are of a three-dimensional, round, or other solid shape, the largest cross-section viewed as a flat projection shall be used for the purpose of determining the sign area. Signs visible from more than one direction or without clearly defined sign faces shall be considered as having two faces and each face calculated in the total allowable area.

3.1 Issuance of Sign Permit

3.1.1 General

3.1.1.1 No sign shall hereafter be erected, re-erected, constructed or altered except as provided by this CSP. Where sign permits are required, a separate permit shall be requested for each sign. Where signs are illuminated electrically, a separate electrical permit shall be obtained as required by the City's adopted electrical code.

3.1.1.2 Nothing contained herein shall prevent the erection, construction, and maintenance of official traffic, fire and police signs, signals, devices, and markings of the State of Arizona and the City of Avondale, or other public authorities, or the posting of notices required by law.

3.1.2 Permit Application and Expiration

3.1.2.1 Except as otherwise noted in this CSP, it shall be unlawful for any persons to erect, alter, construct, or relocate any sign which is visible from the public right of way on MSED zoned PIR property without first obtaining a permit. In addition, electrical permits are required for electrical signs.

3.1.2.2 A sign permit application shall be submitted to the Development Services Department. The application shall contain the location by zone of the proposed sign, as well as the name, address and signature of the property owner, business owner and sign contractor. Three (3) copies of plans and specifications shall be submitted with the application for each sign; one (1) copy being returned to the applicant at the time the permit is issued. All plans shall show complete details, to include size, materials, colors, method of support or attachment, name and address of the persons or firm designing said sign, and a plan showing general location of sign on the Property.

3.1.2.3 Prior to acceptance of any Sign Permit application, the City shall collect a plan review fee in accordance with a Development Services Department fee schedule established by the City Council.

3.1.2.4 Prior to issuance of any Sign Permit required by this CSP, the City shall collect permit fees in accordance with a Development Services fee schedule established by the City Council.

3.1.2.5 All permit applications shall be approved for any sign if it conforms with this CSP.

3.1.2.6 If installation of a sign has not commenced under any permit issued under the provision of this section within one hundred eighty (180) days from the date of such permit, or upon completion of building, such permit shall become null and void.

3.1.2.7 All signs for which a permit is required shall be subject to the following inspections:

a. Footing inspection on all freestanding signs exceeding six (6) feet in height.
b. Inspection of all braces, anchors, supports, and connections, including wall signs.
c. All signs containing electrical wiring shall be subject to the City's adopted electrical code; all electrical components shall bear the label of an approved testing agency.
d. Site inspection to ensure that the sign has been constructed according to approved application and a valid sign permit.

3.1.2.8[1] All signs containing electrical wiring regardless wether they need a sign permit shall be subject to review, permitting and inspection according to the City's adopted electrical code; all electrical components shall bear the label of an approved testing agency

3.1.2.9 Each sign shall be maintained in good order and repair at all times so that it constitutes no danger or hazard to public safety.

3.1.2.10 All existing signs permitted on PIR property at the time this CSP is approved and takes effect shall be considered permitted and count towards total allowable sign area for the Zone they are located in.

1 *Section 3.1.2.8 added in City Submittal 4; Subsequent Sections renumbered*

3.2 Signs Not Requiring a Permit

The following Signs may be erected and altered in any Zone without a permit provided all other requirements are met:

3.2.1 Official traffic, fire, and police signs, both temporary and permanent, including but not limited to, changeable message signs, traffic control signs, street signs, traffic signals and devices and markings of the State of Arizona and the City of Avondale or other authorized public agency, or the posting of notices as required by law.

3.2.2 Signs needed in the performance of regulatory duties, crowd management and security measures. In addition, Regulation Signs shall not be included in any calculation of the total Allowable Sign Area under this CSP.

3.2.3 Direction and Information Signs intended to provide pedestrian or vehicular traffic direction or control of parking, located entirely on PIR Property and do not exceed 6 sqf[1] in Allowable Sign Area per Sign Face. In addition, Direction and Information Signs attached to or underneath the Grandstands and Structures shall not be included in any calculation of total Allowable Sign Area under this CSP.

3.2.5 Any flags as permitted by this CSP.

3.2.6 Memorial signs or tablets and names of buildings may be cut into any masonry surface or inlaid so as to be part of the building, or set on a tablet or plaque of bronze, glass, or other noncombustible material and attached to the building.

3.2.7 Commemorative plaques and historical markers.

3.2.8 Signs located within the interior of any building or building complex, or within an enclosed lobby or court of any building, which are not visible from the public right-of-way.

3.2.9 Signs located within the infield of the racetrack.

3.2.10 Signs not visible from the public right-of-way.

3.2.11 A previously approved Sign undergoing Maintenance.

1 Reduced to 6 sqf in City Submittal 4

3.3 Prohibited Signs

Except as otherwise allowed in this CSP the following signs are prohibited:

3.3.1 Abandoned Signs.

3.3.2 Outlining of a building by means of incandescent lighting.

3.4 Sign Design and Construction

All signs shall meet the following minimum design and construction standards:

3.4.1 All permanent signs shall be designed to conform to the standards set forth in the applicable Design Manual for Commercial, Industrial, and Multi-Family Residential Development except where superseded by Section 502 (MSED) of the CoAZO. All projecting, wall mounted, or suspended signs greater than six (6) square feet for any one sign face and freestanding signs greater than six (6) feet high shall be certified by an engineer registered in the State of Arizona. All signs shall be erected and installed by a licensed sign contractor. All electrical signs shall be erected and installed by a licensed sign contractor in accordance with listing and labeling requirements and shall be certified by the contractor as meeting the requirements of the electrical code. The application and sign shall bear the testing laboratory number. Electrical connection to a power source shall be performed by a licensed electrical contractor.

3.4.2 Metal supports, braces and wire or cable supports shall meet the requirements for wind loadings as set forth by the standards in the applicable Design Manual or building code adopted by the city. All metal, wire cable supports and braces and all bolts used to attach sign or bracket or brackets and signs to the supporting building or structure shall be of galvanized steel or of an equivalent corrosive-resistant material. All such sign supports shall be an integral part of the sign.

3.4.3 Signs shall maintain a clearance of ten feet from all overhead electrical conductors, and three feet from all secondary voltage service drops.

3.4.4 No sign shall be attached in a manner which will interfere with an opening required for ventilation, except that signs may be erected in front of or may cover transom windows when not in violation of the building or fire prevention codes.

3.4.5 No sign shall be erected in a manner that would impede ingress and egress through any door or emergency exit, or on a fire escape or any other public safety device.

3.4.6 No sign shall interfere with cross visibility at intersections, or create a traffic hazard or other condition which adversely affects the public safety.

3.4.7 All permanent freestanding sign structures shall be self-supporting and erected on and permanently attached to concrete foundations. Structures shall be fabricated only from corrosive-resistant materials.

3.4.8 No sign shall be attached to a wall, or other objects which lacks sufficient strength to support it, or nailed or attached in any way to trees or utility poles.

3.4.9 No sign shall be suspended by chains or other devices that will allow the sign to swing due to wind action. Signs shall be anchored to prevent any lateral movement that would cause wear on supporting members or connections.

3.4.10 All Signs on the PIR Property may be Illuminated Signs utilizing External, Internal or Accent Illumination or a combination thereof. Such illumination may be produced from a variety of light sources including, but not limited to, low-voltage halogen lamps, LED Lighting, high intensity discharge lamps (metal halide lamps), fluorescent lamps, neon lamps, Tungsten halogen lamps, and any other generally recognized light source. External Illumination may include spot lighting or washing of a Sign Face with spot lights or wall washers. Internal Illumination signs require a diffuser screen for shielding and even illumination in front of the light source. Accent Illumination may include lighting of open channel letters, back or halo lighting and other methods not requiring shielding or diffusion in front of the light source.

3.4.11[1] Adequate shielding must be provided to prevent light trespass from signage onto adjacent properties not zoned MSED, particularly residentially zoned properties; The light source of any sign with External or Accent Illumination shall not be visible to any residential district adjacent to the lot or parcel on which the sign is located

3.4.12[2] Where integrated LED screens are part of the sign or signs consist of LED screens or modules, signs shall have automatic dimming controls, either by photocell or via software control. During nighttime hours all signs with integrated LED screens or consisting of LED screens or modules must comply with the maximum brightness level of three tenth (0.3) foot-candles[3] over ambient brightness levels, measured as outlined in CoAZO Section 907.D.3. During daylight hours signs may resume luminance levels appropriate for daylight conditions.

3.4.13[4] a)[5]During non-Event time, i.e. outside of seven (7) days prior and one (1) day after any Event, Signs in Zone 1, 2 and 4 with integrated LED screens, or consisting of LED screens or modules that are facing adjacent residential districts shall have a minimum display time of twelve (12) seconds and the content shall be static; During Event time, i.e. seven (7) days prior and one (1) day after any Event these Signs shall have no restriction on display features and functions with the exception of flashing, which is prohibited;

b) Signs in Zone 1 with integrated LED screens or consisting of LED screens or modules <u>not</u> facing any adjacent residential district shall have no restriction on display features and functions, except for flashing;

c) Signs in Zone 2 with integrated LED screens or consisting of LED screens or modules <u>not</u> facing any adjacent residential district shall have no restriction on display features and functions, except for flashing;

1 Previous Section 3.4.11 and 3.4.12 combined in City Submittal 4
2 New Section 3.4.12 for City Submittal 4
3 Language changed to conform with CoAZO in City Submittal 5
4 New Section 3.4.13 for City Submittal 4; Subsequent Sections renumbered
5 Language changed for clarification in City Submittal 5

d) Signs in Zone 3 with integrated LED screens or consisting of LED screens or modules shall have no restriction on display features and functions, except for flashing;

e) Signs in Zone 4 with integrated LED screens or consisting of LED screens or modules not facing any adjacent residential district shall have no restriction on display features and functions, except for flashing;

3.4.14 In case of landscaping around the base of a sign, the sign footing shall be lowered from finished grade to provide adequate planting soil depth and drainage for the landscaping.

3.4.15 There shall be no restrictions for allowable colors on Signs, Illuminated Signs, lighting, Sign Content, Sign Faces or Sign Structures.

3.5 Temporary Signs

In addition to the signs allowed by this CSP, Event related temporary signs shall be allowed on the PIR Property as below and shall not require a temporary sign permit. All other, non-event related temporary signs will need to be permitted per CoAZO, Section 913, F.

3.5.1 Event related signs (excluding inflatable signs) provided they are erected no earlier than 45 days before each Event and are removed no later than 45 days following the conclusion of each Event.

3.5.2 Event related signs capable of displaying information, graphics, animated content and live feed video, including LED, LCD and TV screens, provided they are erected no earlier than 45 days before each Event and are removed no later than 45 days following the conclusion of each Event and in use no earlier than seven days before each Event and use discontinued not later than seven days after each Event in Zone 2 and 3.

3.5.3 Inflatable Signs with a maximum size of 20,000 cubic feet shall be permitted provided they are erected not earlier than seven days before each Event and removed no later than seven days after each Event.

3.5.4 Motor Vehicles which may otherwise be considered signs so long as the vehicles are related to activities on the PIR Property and not parked on a permanent basis.

4.1 Sign Types Overview

Sign Type I: Identification Signs (ID signs)

ID signs identify the site, venue or a specific location of importance to visitors. Sub-categories are:

I A: Site ID Signs, primary - identify and/or delineate the site

I B: Site ID Signs, secondary - identify the site

I C: Site Entry ID Signs - identify the entries to the site

I D: Parking ID Signs - identify entries to parking lots

I E: Parking Area ID Signs - identify parking areas inside parking lots

I F: Building & Amenity ID Signs - identify site amenities and buildings, ticket sale locations and provide ticketing and venue information

I G: Shuttle, Bus and Tram ID Signs - identify shuttle, bus and tram drop-off and pick-up locations and provide information about their services

I H: Midway Sign - identify the Midway and provide venue information

I I: Gates & Venue Entry ID Signs - identify entries to ticketed areas and venues

I J: Grandstand Section ID Signs - identify sections of the Grandstands

Sign Type II: Direction & Information Signs

Direction and Information Signs aid and regulate flow of vehicular and pedestrian traffic and provide visitors with information about the site, its destinations and amenities. Sub-categories are:

II A: Vehicular Direction Signs - provide directions for vehicular traffic

II B: Pedestrian Direction Signs - provide directions for pedestrian traffic

II C: Maps & Directories - graphically represent the venue, its amenities and attractions for the purpose of wayfinding and list venue and event information, tenants, service providers, etc.

II D: Interpretive Displays and Graphics - provide current and historic information about the site, event and motor sports in general

Sign Type III: Graphics & Decor

The purpose of Graphics & Decor is to create and maintain an attractive visual appearance of the entire PIR Property including the back of the Grandstands, building façades and fences. Sub categories are:

III A: Media Elements - showcase motor sports and promote events at PIR

III B: Environmental Graphics - maintain an attractive visual appearance and provide for sponsor recognition and branding

Sign Type IV: Regulation Signs

Regulation Signs are Signs that are required by the International Building Code (IBC) and the American's with Disabilities Act (ADA) and other governmental or public safety bodies.

Regulation Signs are Signs that help to protect the health and safety of visitors, competitors and employees and address special needs of persons with disabilities.

IBC, ADA and local fire code shall control the development of Regulation Signs.

In addition, Regulation Signs under this CSP shall control the development of Signs that aid security and crowd management on PIR Property.

Note[1]

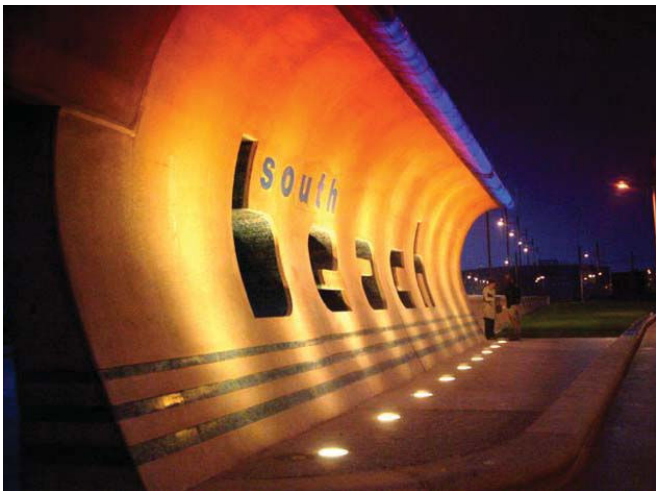
1 *Pages 4.2 – 4.17: The paragraph titled "Description" was added to City Submittal 3*

IA SITE ID SIGNS PRIMARY

The images on this page illustrate the particular Sign Type and are not a proposed design for any particular sign

1 – Welcome and ID Monument for Kenefick Park, Omaha, NE

2 – ID Sign for Los Angeles International Airport (LAX), Los Angeles, CA



3 – ID Monument Sign for South Beach, Blackpool, England

DESCRIPTION: The Primary Site ID Sign is a freestanding monument, pylon or sculptural sign structure, depicting the name and logo of PIR, including any future naming rights sponsor, up to two additional sponsors and is allowed to have an integrated LED screen; The design shall complement the architecture of the Grandstands and/or draw reference from the PIR logo

PURPOSE: Create sense of arrival; Branding, place-making and identification of PIR from the vicinity and to traffic along the periphery roads; Create and maintain an attractive visual delineation of the site

CONTENT: Branding; Sponsorship; Information

ALLOWED DESIGN OPTIONS: Freestanding, multi sided (two or more sides) pylon, monument or sculptural sign structure with one integrated LED screen per side with a maximum size of 50% of the sign area per side[1]

ALLOWABLE SIGN AREA: 2,400 sqf in Zone 1 with a maximum of 1200 sqf per single sign and a maximum height of 30 ft

ALLOWED MATERIALS: Any material that meets structural and fire rating requirements set forth in the applicable design manuals; Long-lasting architectural finishes that maintain an attractive visual appearance and protect from corrosion and UV radiation; Allowed materials are, but shall not be limited to: Stainless steel, steel (galvanized, painted, powder coated), Corten steel, aluminum (anodized, painted, powder coated), aluminum composites, concrete, fiber cement board, glass, UV stabilized plastics or eco-resins

ALLOWED LIGHTING: External, Internal or Accent Illumination or a combination thereof

LOCATION: Zone 1 - Periphery

1 Size restriction for LED screen added in City Submittal 4

IB SITE ID SIGN SECONDARY

The images on this page illustrate the particular Sign Type and are not a proposed design for any particular sign

1 – ID sign to façade of University of Phoenix Stadium, Glendale, AZ

2 – ID sign to façade of Allianz Arena (soccer stadium), Munich, Ger

DESCRIPTION: This Sign Type depicts the name and logo of PIR, including any future naming rights sponsor in one location each on the façade of the Grandstands facing North and West.

PURPOSE: Place-making and identification of PIR from the vicinity and to traffic along the periphery roads by integrating the PIR name and logo into the architecture

CONTENT: Branding; Sponsorship

ALLOWED DESIGN OPTIONS: Wall or roof sign to Grandstands: Architectural paneling with dimensional, cut-out or etched lettering and graphics, channel letters or fabricated letter forms (individually anchored or to backing panel), light projection or LED display; Where a LED display is used to depict the name and logo of PIR, the allowable size of this display is 100% of the allowable sign area[1]

ALLOWABLE SIGN AREA: 6,500 sqf in Zone 4, with a maximum of 4,000 sqf per single sign[2]

ALLOWED MATERIALS: Any material that meets structural and fire rating requirements set forth in the applicable design manuals; Long-lasting architectural finishes that maintain an attractive visual appearance and protect from corrosion and UV radiation; Allowed materials are, but shall not be limited to: Stainless steel, steel (galvanized, painted, powder coated), Corten steel, aluminum (anodized, painted, powder coated), aluminum composites, glass, UV stabilized plastics or eco-resins

ALLOWED LIGHTING: External, Internal or Accent Illumination or a combination thereof

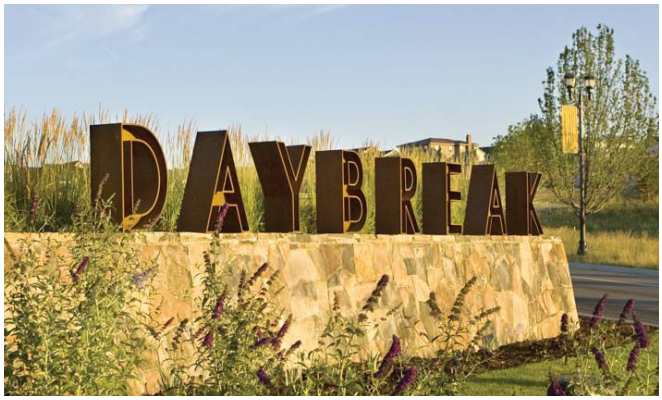
LOCATION: Zone 4 - Grandstands

1 *Size restriction for LED display added in City Submittal 4*

2 *Maximum allowable sign area per single sign added in City Submittal 4*

Ic SITE ENTRY ID

The images on this page illustrate the particular Sign Type and are not a proposed design for any particular sign



1 – Site Entry ID Sign for an Urban Development in South Jordan, UT

2 – Site Entry ID Signs for University of Phoenix Stadium, Glendale, AZ

DESCRIPTION: The Site Entry ID Sign is a freestanding monument, pylon or sculptural sign structure at the main site entries. It depicts the name and logo of PIR, including any future naming rights sponsor, one additional sponsor and is allowed to have an integrated LED screen; The design shall complement other Sign Types in Zone 1

PURPOSE: Create a sense of arrival and make an entry statement; Identify PIR site entries to traffic along the periphery roads;

CONTENT: Branding; Sponsorship; Information

ALLOWED DESIGN OPTIONS: Freestanding, multi sided (two or more sides) pylon, monument or sculptural sign structure with one integrated LED screen per side with a maximum size of 50% of the sign area per side [1]

CONTENT: Branding, Sponsorship, Information

ALLOWABLE SIGN AREA: 960 sqf in Zone 1 with a maximum of 960 sqf per single sign and a maximum height of 40 ft

ALLOWED MATERIALS: Any material that meets structural and fire rating requirements set forth in the applicable design manuals; Long-lasting architectural finishes that maintain an attractive visual appearance and protect from corrosion and UV radiation; Allowed materials are, but shall not be limited to: Stainless steel, steel (galvanized, painted, powder coated), Corten steel, aluminum (anodized, painted, powder coated), aluminum composites, concrete, fiber cement board, glass, UV stabilized plastics or eco-resins

ALLOWED LIGHTING: External, Internal or Accent Illumination or a combination thereof

LOCATION: Zone 1 - Periphery

1 *Size restriction for LED screen added in City Submittal 4*

ID PARKING LOT ID

The images on this page illustrate the particular Sign Type and are not a proposed design for any particular sign

1 – Hollywood & Highland Parking ID Sign, Los Angeles, CA

DESCRIPTION: The Parking Lot ID Sign is a freestanding monument, pylon or sculptural sign structure at secondary site entries. It identifies entries to parking lots and is allowed to depict the name and logo of PIR, including any future naming rights sponsor, one additional sponsor per sign and is allowed to have an integrated LED screen;
The design shall complement other Sign Types in Zone 1

PURPOSE: Identify PIR parking lot entries to traffic along the periphery roads; Create a sense of arrival

CONTENT: Information; Branding; Sponsorship

ALLOWED DESIGN OPTIONS: Freestanding multi sided (two or more sides) monument or pylon sign structure with one integrated LED screen per side with a maximum size of 50% of the sign area per side[1]

CONTENT: Information; Branding; Sponsorship

ALLOWABLE SIGN AREA: 3,200 sqf in Zone 1 with a maximum of 640 sqf per single sign and a maximum height of 30 ft

ALLOWED MATERIALS: Any material that meets structural and fire rating requirements set forth in the applicable design manuals; Long-lasting architectural finishes that maintain an attractive visual appearance and protect from corrosion and UV radiation; Allowed materials are, but shall not be limited to: Stainless steel, steel (galvanized, painted, powder coated), Corten steel, aluminum (anodized, painted, powder coated), aluminum composites, concrete, fiber cement board, glass, UV stabilized plastics or eco-resins

ALLOWED LIGHTING: External, Internal or Accent Illumination or a combination thereof

LOCATION: Zone 1 - Periphery

1 *Size restriction for LED screen added in City Submittal 4*

IE PARKING AREA ID

The images on this page illustrate the particular Sign Type and are not a proposed design for any particular sign

1 – Parking Area ID Sign for Allianz Arena, Munich, Ger

2 – Parking Area ID Sign for Dallas Cowboys Stadium, Dallas, TX

DESCRIPTION: The Parking Area ID Sign is a freestanding pylon or pole sign located in the parking lots. It identifies the area of the parking lot and is allowed to depict the name and logo of PIR, including any future naming rights sponsor and one additional sponsor per sign; The design shall complement other Sign Types in Zone 1 and 2

PURPOSE: Identify parking areas on site

CONTENT: Branding; Sponsorship; Information

ALLOWED DESIGN OPTIONS: Freestanding multi sided (two or more sides) pylon sign

CONTENT: Branding, Sponsorship, Information

ALLOWABLE SIGN AREA: 5,400 sqf in Zone 2 with a maximum of 160 sqf per single sign and a maximum height of 30 ft[1]

ALLOWED MATERIALS: Any material that meets structural and fire rating requirements set forth in the applicable design manuals; Long-lasting architectural finishes that maintain an attractive visual appearance and protect from corrosion and UV radiation; Allowed materials are, but shall not be limited to: Stainless steel, steel (galvanized, painted, powder coated), Corten steel, aluminum (anodized, painted, powder coated), aluminum composites, concrete, fiber cement board, glass, UV stabilized plastics or eco-resins

ALLOWED LIGHTING: External, Internal or Accent Illumination or a combination thereof

LOCATION: Zone 2 - West Lot

1 Height increased in City Submittal 4

IF BUILDING & AMENITY ID

The images on this page illustrate the particular Sign Type and are not a proposed design for any particular sign

1 – Entry ID Sign for California Academy of Sciences, San Francisco, CA

2 – Ticket Building ID Sign, University of Phoenix Stadium, Glendale, AZ

3 – Concession ID Sign, City Field, Queens, NY

DESCRIPTION: Building and Amenity ID Signs are signs that identify amenities on PIR Property like concessions, retail, ticketing, entertainment and gathering areas, restrooms, etc; These signs are typically attached to, or in close proximity of a building or other permanent structure; These signs depict names, logos and other graphic representation of the amenity, including sponsor and PIR logos; The design shall complement the architecture and other Sign Types in Zone 2 and 3

PURPOSE: Identify site amenities; Branding and place-making

CONTENT: Branding; Sponsorship; Information

ALLOWED DESIGN OPTIONS: Wall or roof sign to buildings: Architectural paneling with dimensional, cut-out or etched lettering and graphics, channel letters or fabricated letter forms (inidvidually anchored or to backing panel), light projection or LED display; Freestanding, multi-sided (two or more sides) monument, pylon or pole sign structure with integrated LED screen; Where a LED display is used to depict names, logos and other graphic representation of the amenity the display may be 100% of the allowable sign area per building elevation; Integrated LED screens in freestanding signs may be a maximum size of 25% of the sign area per side[1]

ALLOWABLE SIGN AREA: 14,400 sqf in Zone 3; 4,800 sqf in Zone 2;
For wall or roof signs to buildings: Maximum of 200 sqf per building elevation with a maximum height of 6' above the roof-line;
Freestanding signs: Maximum of 440 sqf per single freestanding sign with a maximum height of 30' above finished grade

ALLOWED MATERIALS: Any material that meets structural and fire rating requirements set forth in the applicable design manuals; Long-lasting architectural finishes that maintain an attractive visual appearance and protect from corrosion and UV radiation; Allowed materials are, but shall not be limited to: Stainless steel, steel (galvanized, painted, powder coated), Corten steel, aluminum (anodized, painted, powder coated), aluminum composites, glass, UV stabilized plastics or eco-resins and vinyl films and mesh

ALLOWED LIGHTING: External, Internal or Accent Illumination or a combination thereof

LOCATION: Zone 2 - West Lot; Zone 3 - Midway

1 *Size restriction for LED screen added in City Submittal 4*

IG TRAM ID SIGNS: TRAM PLAZA ID (PRIMARY), TRAM, SHUTTLE, BUS STOP ID (SECONDARY)

The images on this page illustrate the particular Sign Type and are not a proposed design for any particular sign

1 – Tram ID Signs, Daytona Int'l Speedway, Daytona, FL

2 – Bus ID Sign, Daytona Int'l Speedway

3 – Tram Plaza ID Sign, Richmond Int'l Raceway, Richmond, VA

DESCRIPTION: These Sign Types identify tram plazas in the parking lot and near the entry to the Midway and tram stops along the tram route, as well as other (i.e. bus and shuttle) transportation systems; The signs are typically freestanding pylon or pole signs that identify a location and route and depict the name and logo of PIR, including any future naming rights sponsor and additional sponsors; The design shall complement other Sign Types in Zone 2

PURPOSE: Identify tram plazas and tram, shuttle and bus stops

CONTENT: Information; Branding; Sponsorship

ALLOWED DESIGN OPTIONS: Freestanding multi sided (two or more sides) pylon or pole sign structure with one integrated LED screen per side for the primary ID; The LED screen may take up 50% of the sign face[1]

ALLOWABLE SIGN AREA: 3,000 sqf in Zone 2 with a maximum size of 300 sqf and a maximum height of 24 ft for primary IDs and a maximum size of 100 sqf and a maximum height of 12 ft for secondary IDs

ALLOWED MATERIALS: Any material that meets structural and fire rating requirements set forth in the applicable design manuals; Long-lasting architectural finishes that maintain an attractive visual appearance and protect from corrosion and UV radiation; Allowed materials are, but shall not be limited to: Stainless steel, steel (galvanized, painted, powder coated), Corten steel, aluminum (anodized, painted, powder coated), aluminum composites, glass, UV stabilized plastics or eco-resins and vinyl films and mesh

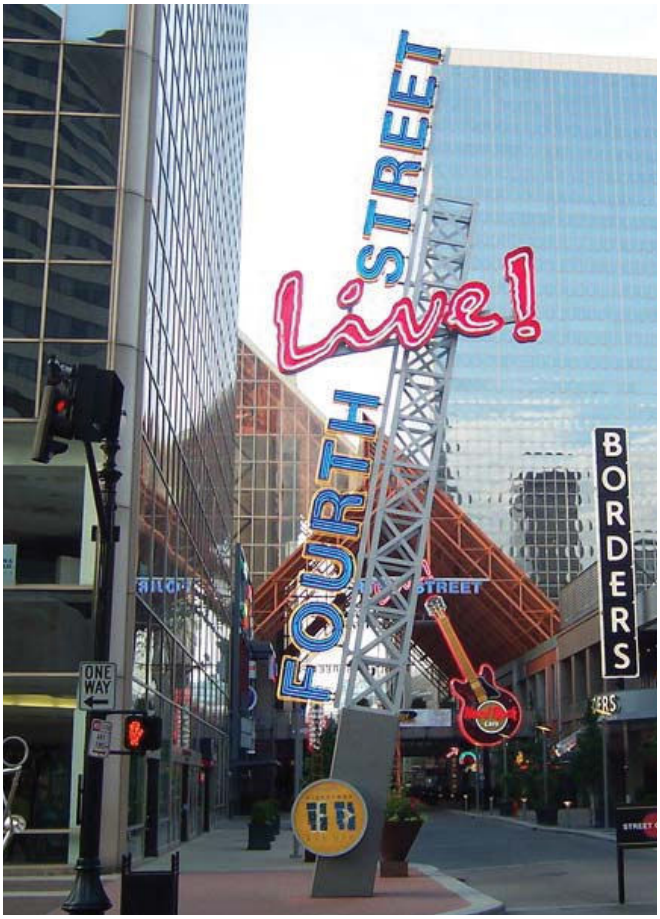
ALLOWED LIGHTING: External, Internal or Accent Illumination or a combination thereof

LOCATION: Zone 2 - West Lot

1 *Size restriction for LED screen added in City Submittal 4*

IH MIDWAY SIGN

The images on this page illustrate the particular Sign Type and are not a proposed design for any particular sign



1 – ID Sign for Fouth Street Live, Louisville, KY

2 – Midway ID Sign, Daytona Int'l Speedway, Daytona, FL

DESCRIPTION: The Midway ID Sign is a freestanding monument, pylon or sculptural sign structure, identifying the Midway and contributing to its place-making; It depicts the name and logo of PIR, including any future naming rights sponsor, up to two additional sponsors and is allowed to have an integrated LED screen; The design shall complement other Sign Types in Zone 3 and/or draw reference from the PIR logo and the architecture

PURPOSE: Identify the Midway; Create a sense of place

CONTENT: Information; Branding; Sponsorship

ALLOWED DESIGN OPTIONS: Freestanding multi sided (two or more sides) monument or pylon sign structure with one integrated LED screen per side; The LED screen may take up 100% of the sign face[1]

ALLOWABLE SIGN AREA: 1,200 sqf in Zone 3 with a maximum size of 1,200 sqf per single sign and a maximum height of 36 ft

ALLOWED MATERIALS: Any material that meets structural and fire rating requirements set forth in the applicable design manuals; Long-lasting architectural finishes that maintain an attractive visual appearance and protect from corrosion and UV radiation; Allowed materials are, but shall not be limited to: Stainless steel, steel (galvanized, painted, powder coated), Corten steel, aluminum (anodized, painted, powder coated), aluminum composites, glass, UV stabilized plastics or eco-resins and vinyl films and mesh

ALLOWED LIGHTING: External, Internal or Accent Illumination or a combination thereof

LOCATION: Zone 3 - Midway

1 *Size restriction for LED screen added in City Submittal 4*

I1 GATES AND VENUE ENTRY ID SIGNS

The images on this page illustrate the particular Sign Type and are not a proposed design for any particular sign

1 – Gate ID Target Field, Minneapolis, MN

2 – Gate ID New Medowlands Stadium, NJ

DESCRIPTION: Gates and Venue Entry IDs are freestanding gate structures or signs attached to or in close proximity to a gate structure and provide information about the location, queuing and entry to ticketed areas; They create a sense of arrival, contribute to place-making and ensure orderly entry to ticketed areas; Gates and Venue Entry IDs depict the name and logo of PIR, including any future naming rights sponsor, additional sponsors; The design shall complement other Sign Types in Zone 3 and/or draw reference from the PIR logo and the architecture

PURPOSE: Identify entries to ticketed areas and venues; Create a sense of arrival and a sense of place;

CONTENT: Information; Branding; Sponsorship

ALLOWED DESIGN OPTIONS: Freestanding gate structure or freestanding multi sided (two or more sides) monument or pylon sign structure with Architectural paneling and dimensional, cut-out or etched lettering and graphics, channel letters or fabricated letter forms (individually anchored or to backing panel), light projection, LED display or integrated LED screens; Where a LED display is used in lieu of a traditional sign structure, the display may be 100% of the allowable sign area; Where integrated LED screens are used, the screens may take up 50% of the sign face[1]

ALLOWABLE SIGN AREA:3,600 sqf in Zone 3 with a maximum size of 1,800 sqf and a maximum height of 30 ft per single sign; 7,200 sqf in Zone 4 with a maximum size of 1,800 sqf and a maximum height of 30 ft per single sign

ALLOWED MATERIALS: Any material that meets structural and fire rating requirements set forth in the applicable design manuals; Long-lasting architectural finishes that maintain an attractive visual appearance and protect from corrosion and UV radiation; Allowed materials are, but shall not be limited to: Stainless steel, steel (galvanized, painted, powder coated), Corten steel, aluminum (anodized, painted, powder coated), aluminum composites, glass, UV stabilized plastics or eco-resins and vinyl films and mesh

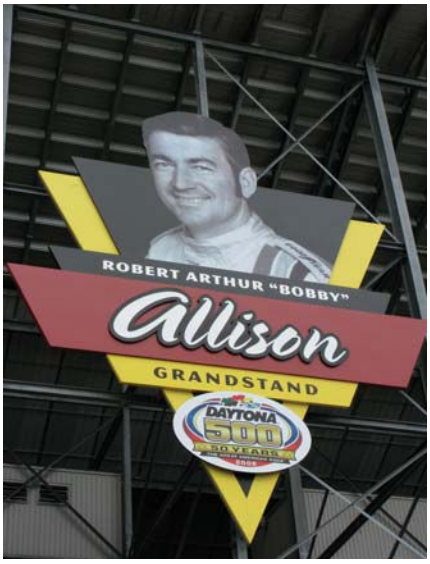
ALLOWED LIGHTING: External, Internal or Accent Illumination or a combination thereof

LOCATION: Zone 3, Midway; Zone 4, Grandstands

1 *Size restriction for LED screen added in City Submittal 4*

IJ GRANDSTAND SECTION IDs (PRIMARY, SECONDARY, TERTIARY)

The images on this page illustrate the particular Sign Type and are not a proposed design for any particular sign



1 – Grandstand ID, Daytona Int'l Speedway, FL

2 – Section ID Coca Cola Park, Allentown, PA

DESCRIPTION: Grandstand Section IDs are signs attached to or in close proximity to an entry to the Grandstands; They identify the section(s) accessed through this entry, create a sense of anticipation, contribute to place-making and ensure orderly entry to the Grandstands; In addition to section and entry information Grandstand Section IDs depict the name and logo of PIR, including any future naming rights sponsor, additional sponsors and are allowed to have integrated LED screens; The design shall complement the architecture of the Grandstands

PURPOSE: Identify sections of the Grandstands; Create a sense of anticipation and a sense of place

CONTENT: Information; Branding; Sponsorship

ALLOWED DESIGN OPTIONS: Primary: Wall sign to Grandstands: Architectural paneling with dimensional, cut-out or etched lettering and graphics, channel letters or fabricated letter forms (individually anchored or to backing panel); Secondary: Freestanding, multi-sided (two or more sides) pylon or pole sign structure with one integrated LED screen per side with a maximum size of 50% of the sign face[1]; Tertiary: Projecting signs to Grandstand façades

ALLOWABLE SIGN AREA: 5,400 sqf in Zone 4 with a maximum size of 72 sqf for building mounted (primary) signs, 432 sqf and a maximum height of 18 ft for freestanding (secondary) signs, 48 sqf for projecting signs with a maximum height of 18 ft AFF

ALLOWED MATERIALS: Any material that meets structural and fire rating requirements set forth in the applicable design manuals; Long-lasting architectural finishes that maintain an attractive visual appearance and protect from corrosion and UV radiation; Allowed materials are, but shall not be limited to: Stainless steel, steel (galvanized, painted, powder coated), Corten steel, aluminum (anodized, painted, powder coated), aluminum composites, glass, UV stabilized plastics or eco-resins and vinyl films and mesh

ALLOWED LIGHTING: External, Internal or Accent Illumination or a combination thereof

LOCATION: Zone 4 - Grandstands

1 *Size restriction for LED screen added in City Submittal 4*

IIA VEHICULAR DIRECTION SIGNS

The images on this page illustrate the particular Sign Type and are not a proposed design for any particular sign

1 – National Historic District Wayfinding Sign, Ogden, UT

2 – Vehicular Direction Sign, Texas Medical Center, Houston, TX

DESCRIPTION: Vehicular Direction Signs are freestanding pylon or pole signs providing directions for vehicular traffic on PIR property such as directions to parking, camping and exits and are allowed to depict the name and logo of PIR, including any future naming rights sponsor and one additional sponsor per sign; The design shall complement other Sign Types in Zone 2

PURPOSE: Provide directions for vehicular traffic

CONTENT: Information; Branding; Sponsorship

ALLOWED DESIGN OPTIONS: Freestanding multi sided (two or more sides) pylon or pole sign structure

ALLOWABLE SIGN AREA: 1,440 sqf in Zone 2; 1,440 sqf in Zone 3; A maximum size of 180 sqf and a maximum height of 18 ft

ALLOWED MATERIALS: Any material that meets structural and fire rating requirements set forth in the applicable design manuals; Long-lasting architectural finishes that maintain an attractive visual appearance and protect from corrosion and UV radiation; Allowed materials are, but shall not be limited to: Stainless steel, steel (galvanized, painted, powder coated), Corten steel, aluminum (anodized, painted, powder coated), aluminum composites, glass, UV stabilized plastics or eco-resins and vinyl films and mesh

ALLOWED LIGHTING: External, Internal or Accent Illumination or a combination thereof

LOCATION: Zone 2 - West Lot; Zone 3, Midway

IIB PEDESTRIAN DIRECTION SIGNS

The images on this page illustrate the particular Sign Type and are not a proposed design for any particular sign

1 – Calif. Academy of Sciences, San Francisco, CA

2 – Nat'l Tennis Center, Flushing Meadows, NY

3 – Richmond Int'l Raceway, VA

DESCRIPTION: Pedestrian Direction Signs are freestanding pylon or pole signs providing directions for pedestrians on PIR property, such as directions to amenities, venue entries and tram, bus and shuttle transportation; In addition to directions, the signs are allowed to depict the name and logo of PIR, including any future naming rights sponsor and one additional sponsor per sign; The design shall complement other Sign Types in Zone 2 and 3

PURPOSE: Provide directions for pedestrians

CONTENT: Information; Branding; Sponsorship

ALLOWED DESIGN OPTIONS: Freestanding multi sided (two or more sides) pylon or pole sign structure

ALLOWABLE SIGN AREA: 960 sqf in Zone 2; 1,920 sqf in Zone 3; A maximum size of 96 sqf and a maximum height of 12 ft

ALLOWED MATERIALS: Any material that meets structural and fire rating requirements set forth in the applicable design manuals; Long-lasting architectural finishes that maintain an attractive visual appearance and protect from corrosion and UV radiation; Allowed materials are, but shall not be limited to: Stainless steel, steel (galvanized, painted, powder coated), Corten steel, aluminum (anodized, painted, powder coated), aluminum composites, glass, UV stabilized plastics or eco-resins and vinyl films and mesh

ALLOWED LIGHTING: External, Internal or Accent Illumination or a combination thereof

LOCATION: Zone 2 - West Lot; Zone 3, Midway

IIc DIRECTORIES & MAPS

The images on this page illustrate the particular Sign Type and are not a proposed design for any particular sign

1 – Michigan Int'l Speedway, Brooklyn, MI

2 – Richmond Int'l Raceway, VA

3 – National Tennis Center, Flushing Meadows, NY

DESCRIPTION: Directories and Maps are freestanding pylon or pole signs providing information to visitors about PIR, such as offerings, amenities, retail, transportation, etc; In addition to Information, the signs are allowed to depict the name and logo of PIR, including any future naming rights sponsor and additional sponsors; The design shall complement other Sign Types in Zone 2 and 3

PURPOSE: Provide visitors with information about the site, the event, attractions and amenities

CONTENT: Information; Branding; Sponsorship

ALLOWED DESIGN OPTIONS: Freestanding multi sided (two or more sides) monument, pylon or pole sign structure with one integrated LED screen per side with a maximum size of 50% of the sign face[1]

ALLOWABLE SIGN AREA: 1,200sqf in Zone 2; 2,400 sqf in Zone 3; A maximum size of 96 sqf and a maximum height of 24 ft[2]

ALLOWED MATERIALS: Any material that meets structural and fire rating requirements set forth in the applicable design manuals; Long-lasting architectural finishes that maintain an attractive visual appearance and protect from corrosion and UV radiation; Allowed materials are, but shall not be limited to: Stainless steel, steel (galvanized, painted, powder coated), Corten steel, aluminum (anodized, painted, powder coated), aluminum composites, glass, UV stabilized plastics or eco-resins and vinyl films and mesh

ALLOWED LIGHTING: External, Internal or Accent Illumination or a combination thereof

LOCATION: Zone 2 - West Lot; Zone 3, Midway

1 *Size restriction for LED screen added in City Submittal 4*

2 *City Submittal 4: Allowable height and sign area may be more than shown in precedent images*

IID INTERPRETIVE DISPLAYS & GRAPHICS

The images on this page illustrate the particular Sign Type and are not a proposed design for any particular sign

1 – Kenefick Park, Omaha, NE

2 – Electronic Interpretive Display

3 – Target Field, Minneapolis, MN

4 – Richmond Int'l Raceway, VA

DESCRIPTION: Interpretive Displays are freestanding monument, pylon or pole signs providing current and historic information to visitors about PIR, the natural environment it is situated in, events at PIR and motorsports in general; These displays are allowed to depict the name and logo of PIR, including any future naming rights sponsor and additional sponsors and consist of or have integrated LED or LCD displays; The design shall complement other Sign Types in Zone 2 and 3

PURPOSE: Provide current and historic information about the site, events and motor sports in general

CONTENT: Information; Branding; Sponsorship

ALLOWED DESIGN OPTIONS: Freestanding multi sided (two or more sides) monument, pylon or pole sign structure with one integrated LED or LCD screen per side with a maximum size of 50% of the sign face[1]

ALLOWABLE SIGN AREA: 1,200sqf in Zone 2; 2,400 sqf in Zone 3; A maximum size of 96 sqf and a maximum height of 24 ft[2]

ALLOWED MATERIALS: Any material that meets structural and fire rating requirements set forth in the applicable design manuals; Long-lasting architectural finishes that maintain an attractive visual appearance and protect from corrosion and UV radiation; Allowed materials are, but shall not be limited to: Stainless steel, steel (galvanized, painted, powder coated), Corten steel, aluminum (anodized, painted, powder coated), aluminum composites, glass, UV stabilized plastics or eco-resins and vinyl films and mesh

ALLOWED LIGHTING: External, Internal or Accent Illumination or a combination thereof

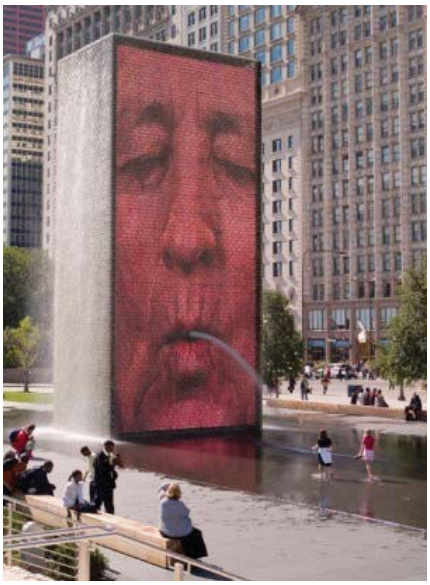
LOCATION: Zone 2 - West Lot; Zone 3, Midway

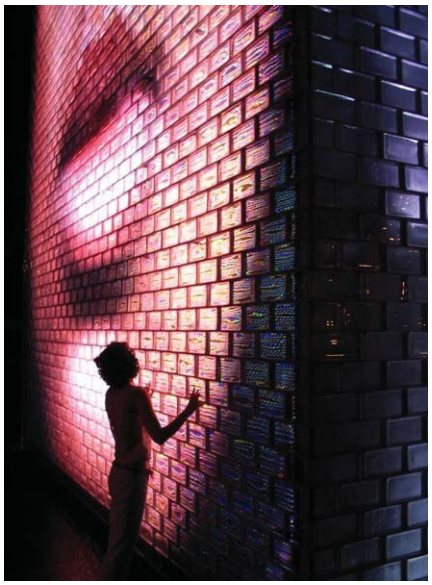
1 *Size restriction for LED screen added in City Submittal 4*

2 *City Submittal 4: Allowable height and sign area may be more than shown in precedent images*

IIIA MEDIA ELEMENTS

The images on this page illustrate the particular Sign Type and are not a proposed design for any particular sign





1 + 2 – Millennium Cube at Millennium Park, Chicago, IL

3 – Detail Media Façade at American Airlines Arena, Miami, FL

2 – Media Façade at American Airlines Arena, Miami, FL

DESCRIPTION: Media Elements are programmable screens – typically utilizing LED technology – integrated in the façade of the Grandstands or other structures and buildings in the Midway, or freestanding structures consisting of such screens; Media Elements are an integral part of Sports and Entertainment venues and are used to display Information, Branding and Sponsorship and provide pre- and post-race entertainment to visitors

PURPOSE: Showcase motor sports and promote events at PIR; Create and maintain an attractive visual delineation of the Grandstands

CONTENT: Information; Branding; Sponsorship

ALLOWED DESIGN OPTIONS: Programmable LED screens integrated into the façade; Media mesh programmable LED façade screens; Programmable LED modules integrated into the façade; Light and programmable projections onto Grandstand façades or permanently integrated screens; Freestanding media towers consisting of programmable LED modules; 100% of allowable sign area may be LED screens or modules

ALLOWABLE SIGN AREA: 245,000 sqf in Zone 4 (combined with Sign Type III B) not to extend any higher than the roof-line of the Grandstands; 6,000 sqf in Zone 3 with a maximum size of 3,000 sqf and a maximum height of 50 ft

ALLOWED MATERIALS: LED screens and media meshes for outdoor application; Common architectural façade materials; UV stabilized vinyl and vinyl mesh

ALLOWED LIGHTING: External, Internal or Accent Illumination or a combination thereof where LED screen technology is not used

LOCATION: Zone 3 - Midway; Zone 4 - Grandstands

IIIB ENVIRONMENTAL GRAPHICS

The images on this page illustrate the particular Sign Type and are not a proposed design for any particular sign

1 – Processional Flags, Miller Motorsports Park, Tooele, UT

2 – Fence Wrap, Daytona Int'l Speedway, FL

3 – Banners, New Meadowlands Stadium, NJ

4 – Façade Supergraphic, NHL All Star Game, Raleigh, NC

DESCRIPTION: Environmental Graphics – typically banners, fence wrap, flags, supergraphics etc. attached to buildings and structures – are used as decor during and outside of events to maintain an attractive visual appearance of the PIR property; Environmental Graphics are an integral part of Sports and Entertainment venues and are used to welcome visitors and provide for sponsor recognition and branding opportunities; Any Environmental Graphics shall depict the name and logo of PIR, including any future naming rights sponsor in addition to any other depicted sponsor[1]

PURPOSE: Maintain an attractive visual appearance and/or provide for sponsor recognition and branding

CONTENT: Branding; Sponsorship; Information

ALLOWED DESIGN OPTIONS: Fabric and vinyl banners and flags to buildings, structures and poles; Vinyl and vinyl mesh screens to buildings, structures and fences; Painted or digitally printed cut-out and graphics from signboards

ALLOWABLE SIGN AREA: 18,000 sqf in Zone 1; 54,000 sqf in Zone 2; 36,000 sqf in Zone 3; 245,000 sqf in Zone 4 (combined with Sign Type III A); Except for flags on flagpoles, no graphic shall extend above the height of the structure it is attached to

ALLOWED MATERIALS: UV stabilized vinyl and vinyl mesh; UV stabilized dyed or digitally printed fabrics; Industry standard materials for the application of graphics including, but not limited to Dibond® or similar, Aluminum sheeting, exterior grade plywood, laminated or not, foam core boards, fluted boards

ALLOWED LIGHTING: External, Internal or Accent Illumination or a combination thereof

LOCATION: Zone 1 - Periphery; Zone 2 - West Lot; Zone 3, Midway; Zone 4 - Grandstands

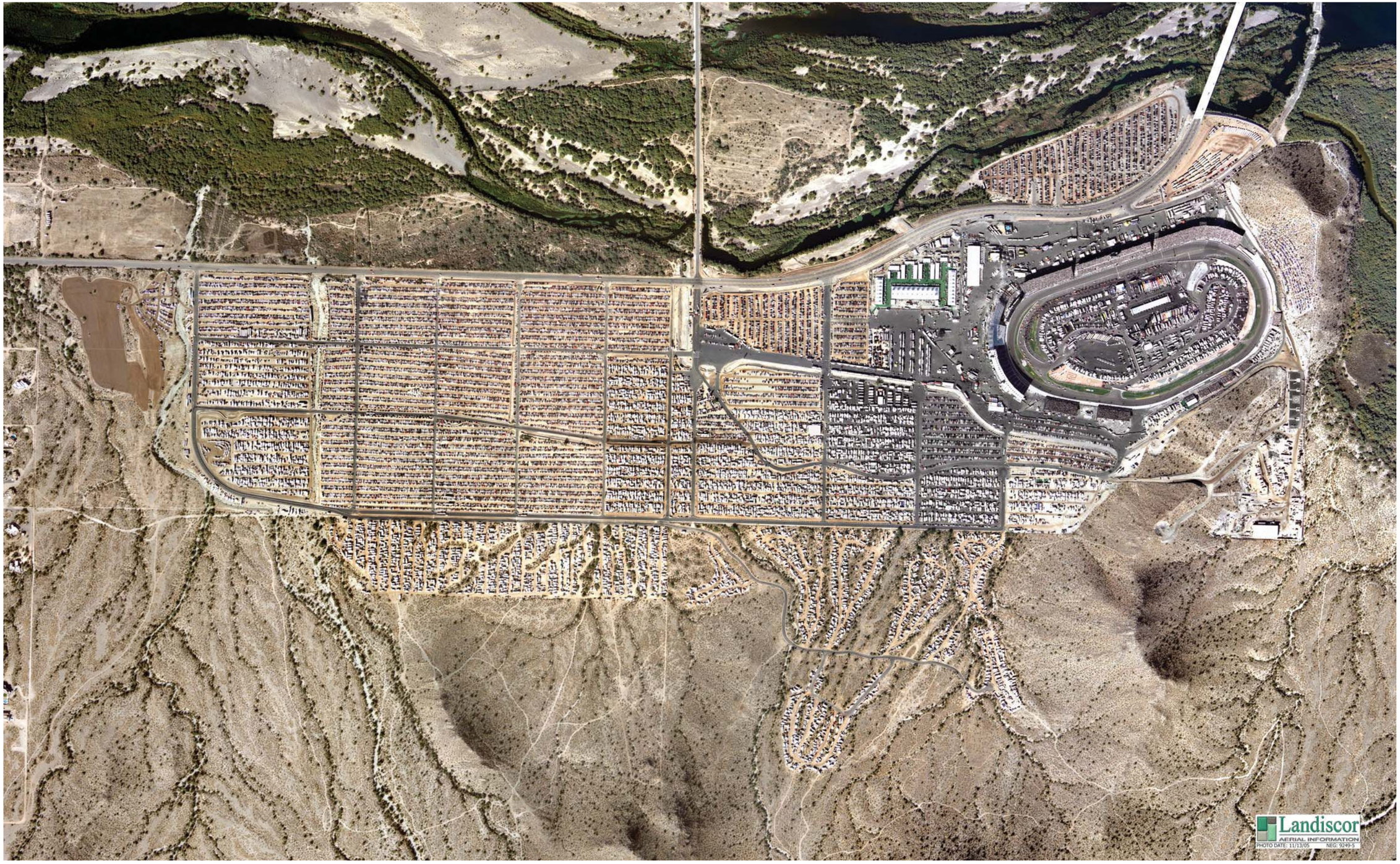
1 *Language addressing sponsorship added in City Submittal 4*

ZONE	SIGN TYPE	NAME	Page	MAX HGT AFF	Maximum allowable sqf per sign	Total [sqf]	Total per Zone
1	I A	Site ID Signs Primary	4.2	30	1,200	2,400	**24,560**
	I C	Site Entry ID	4.4	40	960	960	
	I D	Parking Lot ID	4.5	30	640	3,200	
	III B	Environmental Graphics	4.17	Height of structure it is attached to (exept flags on poles)		18,000	
2	I E[1]	Parking Area ID	4.6	30	160	5,400	**74,520**
	I F	Building and Amenity ID	4.7	6' above roof line for building mounted; 18' for freestanding	200/440	4,800	
	I G	Tram ID Signs: Tram Plaza ID (Primary)	4.8	24	300	3,600	
		Tram ID Signs: Tram Stop ID (Secondary)		12	100		
	II A[2]	Vehicular Direction Signs	4.12	18	180	1,920	
	II B[3]	Pedestrian Direction Signs	4.13	12	96	2,400	
	II C	Directories and Maps	4.14	24	96	1,200	
	II D	Interpretive Displays and Graphics	4.15	24	96	1,200	
	III B	Environmental Graphics	4.17	Height of structure it is attached to (exept flags on poles)		54,000	
3	I F	Building and Amenity ID	4.7	6' above roof line for building mounted; 18' for freestanding	200/440	14,400	**70,320**
	I H	Midway Sign	4.9	36	1,200	1,200	
	I I	Gates and Venues Entry ID Signs	4.10	30	1,800	3,600	
	II A[2]	Vehicular Direction Signs	4.12	18	180	1,920	
	II B[3]	Pedestrian Direction Signs	4.13	12	96	2,400	
	II C	Directories and Maps	4.14	24	96	2,400	
	II D	Interpretive Displays and Graphics	4.15	24	96	2,400	
	III A	Media Elements	4.16	50	3,000	6,000	
	III B	Environmental Graphics	4.17	Height of structure it is attached to (exept flags on poles)		36,000	
4	I B	Site ID Sign Secondary	4.3			6,500	**264,100**
	I I	Gates and Venues Entry ID Signs	4.10	30	1,800	7,200	
	I J	Grandstand Section IDs (Primary)	4.11		72	5,400	
		Grandstand Section IDs (Secondary)		18	432		
		Grandstand Section IDs (Projecting)		18 AFF	48		
	III A	Media Elements	4.16	Roof Line of grandstand		245,000	
	III B	Environmental Graphics	4.17	Height of structure it is attached to (exept flags on poles)			
		Total [sqf] all signage				**433,500**	

Sign Type I	**58,660**
Sign Type II	**15,840**
Sign Type III	**359,000**
All Sign Types	**433,500**

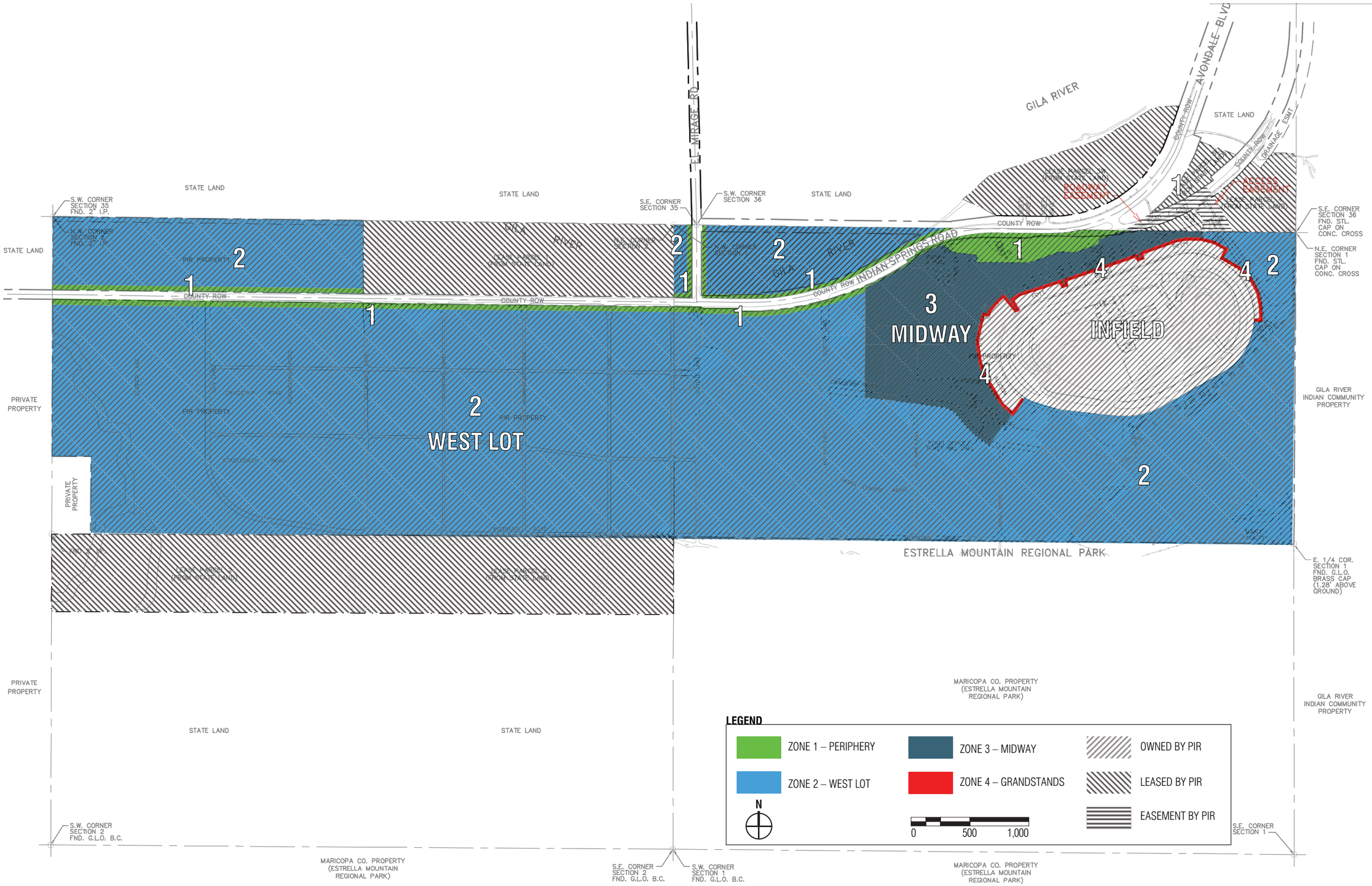
[1] Height increased to 30' in City Submittal 4
[2] Total Allowable Sign Area increased to 1,920 sqf in City Submittal 4
[3] Total Allowable Sign Area increased to 2,400 sqf in City Submittal 4

AERIAL VIEW ON RACE DAY



SECTION 5 ZONE CLASSIFICATION

SITE PLAN



Zone 1 – Periphery

Site ID – Primary

Site Entry ID

Parking Lot ID

Environmental Graphics:
Fence Wrap, Banners, Flags

Zone 2 – West Lot

Parking Area ID

Vehicular Direction Signs

Pedestrian Direction Signs

Tram Plaza ID

Tram, Bus, Shuttle ID

Building & Amenity Identification

Regulation Signs

Interpretive Graphics

Directories & Maps

Environmental Graphics:
Fence Wrap, Banners, Flags

Zone 3 – Midway

Vehicular Direction Signs

Pedestrian Direction Signs

Gates and Venue Entry ID Signs

Building & Amenity Identification

Regulation Signs

Midway Sign

Interpretive Graphics

Directories & Maps

Environmental Graphics:
Fence Wrap, Banners, Flags

Media Elements

Zone 4 – Grandstands

Site IDs – Secondary

Grandstand Section IDs

Gates and Venue Entry ID Signs

Building & Amenity Identification

Regulation Signs

Interpretive Graphics

Directories & Maps

Environmental Graphics:
Supergraphics, Banners, Flags

Media Elements

Major General Plan Amendment for Phoenix International Raceway
Neighborhood Meeting Sign In Sheet
Tuesday, April 12, 2011 6:00 PM

Print Name	Signature	Address	Email / Phone
Nancy Held	Nancy Held	13911 W. Indian Springs Rd.	NancyKheld@Gmail.com
GARY HELD	Gary Held	"	—
Ron Emsley	Ron Emsley	7903 S 134th AVE Goodyear AZ.	
Andree Emsley	Andree Emsley	" "	emsleya@yahoo.com
Lorraine Hart	Lorraine Hart	6228 S 122 AVE Tolleson 85353	
JENNA KUMLER	Jenna Kumler	6216 S 121 AV Tolleson 85353	
Renee Farmer	R Farmer	6227 S 122 Ave	reneejimfarmer@yahoo.com
B+G Leskovar	B. Leskovar	8241 S. 133rd Ar	
Scott Gyman	Scott Gyman	12205 W Hopi St	
James Olvey			
Christine Edwards	Christine Edwards	9023 S. 134 Ave	6024108475 mcedwards@msn.com
Tammy R. Barba	Tammy R. Barba	13453 W. Beverly Goodyear 85338	jbarba709@msn.com

EXHIBIT I

Major General Plan Amendment for Phoenix International Raceway
Neighborhood Meeting Sign In Sheet
Tuesday, April 12, 2011 6:00 PM

Print Name	Signature	Address	Email / Phone
Elaine Billingsley	Elaine Billingsley	13132 W Beverly Rd	ebill_2000@yahoo.com
Kip Barnes	[illegible]	13226 W. Beverly Rd	KBARNES@MAFI.US
Paul Cook	Paul Cook	13324 W Beverly Rd	paulcook@earthlink.net
Robert Malczyk	[illegible]	16427 S. 123 Ave	R.Malczyk@att.net
Jerry Squire	[illegible]	13131 W. Beverly	Goodyear Az 85338
Guy Ferstl	[illegible]	13146 W S. Mtn Rd	Goodyear AZ 85338
Steve Gomez	[illegible]	13138 W. S. Mtn Rd	Goodyear Az 85338
Gil Nandin	[illegible]	13430 W. So Mtn	Goodyear 85338 g_nandin@q.com
Angel Nandin-Borrego	[illegible]	" " "	ana_3878@yahoo.com

EXHIBIT J

Phoenix International Raceway
Major General Plan Amendment and Rezoning
Neighborhood Meeting Minutes

April 12th, 2011 at 6:00 p.m.
Avondale City Hall, Ocotillo Conference Room

Minutes

5:45 p.m. Arrived and set-up for neighborhood meeting

6:00 p.m. Neighborhood meeting began. Four exhibit boards detailing the project were displayed for the public to review. Present to answer questions were Carolyn Oberholtzer, Benjamin Maresca and Heather Chadwick with Rose Law Group, Bob Pikora with Terraforma Design Group, Scott Bullock with International Speedway Corporation, and Lee Baumgarten with Phoenix Speedway Corporation. Our format was an open house meeting to individually engage the attendees as they reviewed the various maps and concepts. The large majority of the attendees were residents of the subdivision just west of the Phoenix Speedway Corporation Property in unincorporated Maricopa County.

Questions raised by the public participants were as follows (Answers given by development team members are in italics):

What will this new Raceway Category encompass; concerns expressed from several neighbors regarding a possible dirt racetrack and if concerts will be a use within this new category? *The current property currently has a General Plan designation of Employment, Rural Low Density Residential and Open Space. This is not consistent with what a Racetrack demands. The request is to change it to Mixed Use, which can include employment, office, retail and residential uses, until the City can adopt their new General Plan 2030, which will include a new category of "Sports and Entertainment". Additionally, PIR has requested a concurrent zone-change to MSED "Major Sport and Entertainment District". This district will permit the development of ancillary uses, such as commercial retail and hospitality uses, which may develop on the property in the long term which will ensure that the land uses meet the long term social and economic goals of the community. No motor cross or dirt racetrack uses are propose or allowed within the applications.*

6:20p.m. Neighborhood meeting was moved to another room within Avondale City Hall because of the great turn-out.

6:25p.m. How will you get water and sewer to the site without impacting the natural environment and what precautions will be taken to have minimal impact? *The neighbors were not so much concerned about their properties getting water and*

sewer because each of them have wells and septic tanks on their property. They were most concerned with the impact on the natural environment around them. The presenters responded that the facility operates currently on their own private systems. As improvements commence, the City's infrastructure will be extended to serve the property. While construction commences the developer will need to adhere to all dust control guidelines, SWSP and perform an Environmental Impact Study to preserve the land.

A question was asked how drainage and flooding will be addressed during 100-year or greater flood events? Residents cited the flooding of 1995 where the water flooded the parking lot on the north side of the road. *The racetrack will be working with a civil engineer to address drainage and floodplains. When new plans are submitted to the City for review, the engineer will need to address drainage and floodplain management requirements of the City before those plans are approved by the City.*

How high are the buildings in this project? *If the property is rezoned to MSED the maximum height a building can be is 230 feet and architectural design guidelines apply to ensure maximum visibility of the Estrella Foothills.*

Why does the application have to encompass the entire property owned by Phoenix International Raceway? Residents questioned the need to rezone the entire property to the MSED. *The major driving force is to allow them to make some immediate improvements to allow them to remain competitive so that NASCAR continues to have two annual events at the track. Leaving the AG and Industrial zoning in place so that there would be 3 different categories on the property does not enable a cohesive development plan.*

How soon will all of this be built? Where are you in the process? *Repaving improvements are underway and structural changes will follow the adoption of the MSED application (and after the Major General Plan Amendment is approved). Residents were given the hearing schedule and advised that no future uses are proposed at this time, but the Conceptual Development Plan would enable the development of those uses in the future.*

How do we know that this won't change at some point and become something other than what is being proposed here? *All of the information that we have presented to you tonight comes directly from the Major General Plan Amendment and Rezoning documents that have submitted to the City. This proposed plan must be adhered to and the approvals will run with the land. In the future, if PIR or another developer wanted to change the zoning they would have to notify everyone within 500' and put up signs, just as we did with this application. Future site plan notifications will follow the city's process.*

Concerns on how the land was planned and why does the Future Mixed Use have to be along Indian Springs Road so close to their property? *The presenters took in*

every concern about this and reminded the neighbors that as it stands right now in the Conceptual Development Plan that there are no buildings proposed within a half mile of the nearest neighboring property boundary to the west.

Neighbors expressed that they would like to see local businesses be offered the opportunity to locate within the proposed mixed use before other national chains. Local businesses would attract residents from the west neighborhoods as well as Avondale and other communities to frequent PIR during non-race events. This could represent the local flavor of Avondale. *Noted by Phoenix Speedway Corporation.*

Neighbors had general questions about PIR Operation, unrelated to this application, and related to "neighbor passes" and other race-day coordination. *Those questions and concerns were noted and have been relayed to PIR for further discussion and communication with the residents*

Some neighbors expressed that they have cut-through traffic looking for a short cut to PIR's parking areas for the races. There is not enough traffic control signs to let drivers know that their neighborhood does not access the race track or parking. Conversely, at the end of a race, some race fans cut the fence along the west property line and drive their vehicles through the neighborhood to get to Indian Springs Road. They cited that the dirt road that is South Mountain Avenue is the prime area where race fans exit PIR's parking areas. Residents wanted to know if a permanent fence or wall was going to be installed or if that fence is going to be repaired. *Informed residents that no walls or fencing are proposed with the GPA or the rezoning requests but future development will require screening and buffering in accordance with the MSED category. This fence neighbors referred to is not on PIR property.*

Many neighbors expressed concerns that their voice will not be heard in this zoning process at public hearing because they are on a small Maricopa County Island and do not reside within the Avondale Town limits? *We reminded them that their residency status did not eliminate their ability to comment on the project - as evidenced by the invitation to the neighborhood meeting and future invitations to the public hearings. Additionally, the residents were advised that the site is posted also to notify them of their ability to comment in the event that they do not reside within the notification area. Residents were informed of the hearing schedule beginning in June with the 1st Planning Commission Hearing, the 2nd Planning Commission Hearing in July, and the City Council Hearing in August.*

Concerns were expressed that fire and police will need to be expanded to this area if the proposed uses are built out. *The facility is already within the City's service area and to the extent that the addition of uses in the future requires additional services, that will be dealt with in the future site plan application packages.*

Concerns were expressed about the road infrastructure with the expansion of uses. *Traffic studies for additional uses will dictate the level of infrastructure necessary to serve the project.*

Concerns were expressed about lighting. *All future lighting is required to be oriented downward and away from neighboring properties.*

7:40 p.m. By this time all attendees had left, and the meeting adjourned. The total number of surrounding property owners that attend the meeting was 23. Please see the attached neighborhood sign-in sheets. Additionally, City Planner, Ken Galica, attended the meeting.

Excerpt of the Minutes of the Planning Commission meeting held July 21, 2011 at 6:30 p.m. in the Council Chambers, Avondale City Hall.

COMMISSIONERS PRESENT
Michael Long, Chairman
Angela Cotera, Vice Chair
Grace Carrillo, Commissioner
Lisa Amos, Commissioner
David Scanlon, Commissioner
David Iwanski, Commissioner

COMMISSIONERS EXCUSED
Sean Scibienski, Commissioner

CITY STAFF PRESENT
Tracy Stevens, Planning Manager, Development Services Department
Chris Schmaltz, Legal Counsel
Ken Galica, Planner II, Development Services Department
Stacey Bridge-Denzak, Planner I, Development Services Department
Linda Herring, Development Services Representative

Applications PL-11-0015 and PL-11-0032 were presented concurrently with the Planning Commission holding two separate hearings and entertaining separate motions on each at the conclusion of the joint presentation.

APPLICATION NO. PL-11-0015

APPLICANT: Ms. Carolyn Oberholtzer
Rose Law Group, PC
(480) 505-3934

PROPERTY OWNER: Phoenix Speedway Corp. / International Speedway Corp.
(623) 463-5400

REQUEST: This is a public hearing before the Planning Commission to review and solicit public input on application PL-11-0015, a request for a major General Plan Amendment for eleven parcels totaling approximately 590 acres located at 7602 South Avondale Boulevard. The subject property is currently developed with the Phoenix International Raceway (PIR) and related parking facilities. Staff Contact: Ken Galica

Ken Galica, Planner II, Development Services, explained that application PL-11-0015 is a major General Plan amendment request for the Phoenix International Raceway (PIR) property. The property is approximately 590 acres, or 618 including the Indian Springs Road right of way. It is located south of the Gila River, adjacent to Avondale Boulevard. The property is currently a combination of Agricultural AG zoning and A-1 General Industrial zoning. Surrounding zoning is a combination of Agricultural AG, and Rural Residential RR-43.

Mr. Galica said the property is at the far north end of the City's southern planning area. The proposal of the application is to amend the General Plan for the entire 590 acres, to Mixed Use, which is a designation that encourages a mix of higher intensity uses, such as retail and entertainment.

Mr. Galica said there are four required findings for General Plan amendment approvals:

1. The development pattern contained on the land use map inadequately provides appropriate optional sites for the proposed change.
2. The amendment must be an overall improvement to the land use map and cannot be solely for the good or benefit of a particular land owner(s).
3. The amendment cannot adversely impact the community as a whole and/or a portion of the community.
4. The amendment must be consistent with the overall intent of the 2002 Plan and other plans, codes, and ordinances adopted by the City.

Mr. Galica said PIR is an existing facility that has operated in its current location since the 1960s. It would be impractical to move it elsewhere, and no other mixed use site in the City is greater than 240 acres, which is less than half the size of the subject property. Therefore, it meets Finding No. 1.

Mr. Galica said the application also meets Finding No. 2. The amendment would help PIR create a destination environment that could draw more people to the area on a more regular basis. Avondale could capture a greater share of the economic benefit from the PIR race events, benefits that currently are captured by surrounding communities. ASU's Carey School of Business estimated that the economic impact of the two races at PIR amounts to about $500 million, but approximately only one percent is captured by Avondale. Staff believes that the amendment would also help protect existing jobs at the raceway and attract new jobs as the property develops. Without improvement, PIR could potentially consider leaving Avondale. In the short term, construction taxes would increase, as would permit and development fees, which would benefit City services and CIP projects.

Mr. Galica said the amendment meets Finding No. 3 because it has a relatively insignificant effect on the balance of uses in the General Plan. It does not create any shortages in the three land use categories being replaced. Specifically, it is unlikely that development would occur under the current Rural Low Density Residential use, since the land is owned by PIR and is used for parking. The 2002 General Plan specifically identifies PIR property and the surrounding area as a Growth Area, and is therefore appropriate for more intense use. Additionally, PIR is working with the City to create a trail project on Monument Hill. This project would increase the amount of usable open space, replacing some open space that is currently unusable. The City has agreed to serve the property with standard water and sewer utilities sufficient to handle future development. The adjacent roadways are sufficient to meet the current needs of the site. With future improvements, infrastructure upgrades to Indian Springs Road would be necessary, but these would be required if the area were developed in any manner. No additional public safety facilities would be required for this General Plan amendment.

Mr. Galica stated that the application meets Finding No 4. One of Avondale's economic goals is to support the development of ancillary, commercial, and tourism uses in the vicinity of PIR. The current General Plan designation does not support this policy. Avondale also wants to encourage development that would increase the City's sales tax revenues, and Mixed Use would do this. The City supports the preservation and enhancement of public service levels for residents and

businesses. The City must work with PIR as a partner to ensure that they remain competitive in the racing industry. Avondale also strives to encourage land development patterns that promote the efficient use of existing and proposed transportation facilities. The planned S.R. 30 freeway will eventually be built north of the Gila River, making PIR much more accessible than it is now. Staff recommends approval of the General Plan amendment without stipulations.

Chair Long opened the public hearing for the General Plan amendment.

Mr. Lou Pattini, 38 Silver Forest Ct, Azusa, CA 91702, said his family owns property 1.25 miles west of PIR. He inquired whether there would be any improvements made to Indian Springs Road westbound to the park. He also asked whether taxes would be increased. How far will sewer and water extend? Will it just be to the boundary of PIR or would it continue to the residents to the west? He also wondered whether a bridge would be constructed across El Mirage and Dysart Road when the freeway is built. PIR has been known to attract 110,000 people, and the main issues are road capacity and safety.

Mr. Galica responded that when additional mixed use development occurs, the demand will be studied to determine what types of infrastructure improvements would be necessary. Improvements would be built to current City standards, which typically include medians and landscape islands. He said the project should only help the tax situation for Avondale residents. Much of the property to the west of PIR is located outside the City's area. Avondale is always willing to talk to any residents living outside the planning boundary who desire service, and want to evaluate what it would take to receive it, although it isn't always possible. He said a bridge crossing at El Mirage Road could be part of the proposed highway project, but it would likely not be a City project.

Chair Long closed the public hearing.

Commissioner Iwanski **MOVED** to accept the findings and recommend approval of application PL-11-0015, a request to amend the General Plan Land Use Map from Employment, Rural Low Density Residential, and Open Space to Mixed Use for 590 acres generally located at the southwest corner of Avondale Boulevard and Indian Springs Road. Commissioner Scanlon **SECONDED**.

ROLL CALL VOTE

Commissioner Carrillo	Aye
Commissioner Scanlon	Aye
Vice Chair Cotera	Aye
Commissioner Amos	Aye
Commissioner Iwanski	Aye
Commissioner Scibienski	Excused
Chairman Long	Aye

The motion carried 6-0.

APPLICATION NO. PL-11-0032

APPLICANT: Ms. Carolyn Oberholtzer
Rose Law Group, PC
(480) 505-3934

PROPERTY OWNER: Phoenix Speedway Corp. / International Speedway Corp.
(623) 463-5400

REQUEST: This is a public hearing before the Planning Commission to review and solicit public input on application PL-11-0032, a request to rezone eleven parcels totaling approximately 590 acres (618 gross acres) located at 7602 South Avondale Boulevard. The subject property is currently developed with the Phoenix International Raceway (PIR) and related parking facilities. The Rezoning request will change the zoning of the subject property from a combination of A-1 (General Industrial) and AG (Agricultural) to MSED (Major Sports & Entertainment). Staff Contact: Ken Galica.

Mr. Galica stated that PL-11-0032 is a rezoning request for the Phoenix International Raceway (PIR) property described in General Plan amendment request PL-11-0015. PIR requests a rezoning from Agricultural AG to the Major Sports and Entertainment District (MSED). This district was created in 2010 to accommodate large-scale entertainment/sports facilities and surrounding mixed use development. There are several requirements for the MSED, including a conceptual development plan, a view analysis to ensure that building heights do not interfere with important view corridors, a comprehensive sign plan, and conformance with all Section 5 stipulations.

Mr. Galica said the MSED would accommodate the racetrack itself, and surrounding uses of retail, restaurants, hospitality, office, ecotourism, RV parking and related light industrial that benefits from proximity to the racetrack. Development standards for the MSED are quite different from typical districts. The maximum height for stadiums is 230 feet, while the maximum height of hotels/offices would be 160 feet. All other uses would be restricted to 40 feet. Parking and landscaping requirements are somewhat reduced for the venues only. Ancillary developments would still be subject to standard requirements.

Mr. Galica said PIR's conceptual development plan involves five subcategories of land use: the racetrack itself, race-related uses, venue parking, future parking, and mixed use. The most urgent need is to upgrade the race and race-related facilities. The future mixed use development is part of the long-term vision.

Mr. Galica reviewed the results of the view analysis, which consisted of photo simulations from three specific locations; the intersection of Avondale Boulevard and Coldwater Springs Boulevard, the Avondale Boulevard and Lower Buckeye Road intersection, and El Mirage Road at the Gila River crossing. A building at maximum height would not be visible from the first location. The facility would be visible from the second location, but low enough so as not to interfere with the ridgelines of the Estrella Mountains. From the third location, the facility would be situated so as not to hinder any views of the mountains.

Mr. Galica said the MSED would allow developers to propose signage in excess of Zoning Ordinance allowances. PIR's comprehensive sign plan is in accordance with expectations for major sports facilities. It would also include several sign types unique to sporting venues, and integrated LED displays. Permitting and inspections would follow current City procedures.

Mr. Galica said staff recommends approval of the rezoning request subject to six stipulations, three are standard, one is related to sign permitting inside the stadium, and two were requested by the Gila River Indian Community and are related to protection of the mountains and for archeological discoveries.

Vice Chair Cotera inquired about parking and other uses related to the floodplain. Mr. Galica explained that as new development occurs on what is now parking lot, it would be subject to all necessary reviews to ensure that it is brought safely out of the floodplain. A planned levee project would likely stop or reduce most of the flooding.

Vice Chair Cotera inquired about the venue capacity increase once the new grandstands are built, and questioned whether the infrastructure would be able to accommodate the extra traffic. Mr. Galica responded that those types of details are still being worked out. Race-related traffic is such that additional capacity would likely not even be noticed. It is possible that the improvements would increase capacity, but probably would not double it.

The applicant, Ms. Carolyn Oberholtzer, Rose Law Group, PC, 6613 North Scottsdale Road, Suite 200, Scottsdale, Arizona 85258 first introduced representatives of PIR that were present: Doug Bolas, Vice President, North American Testing Company (NATC); Scott Bullock, Director of Corporate Development, International Speedway Corporation (ISC); Daniel Waeger, Infinite Scale Design Group; and Bob Pikora, Terraforma Design Group. She explained that the current plan is to keep seating exactly the same at 50,000, but the current bleacher seating would be structurally altered. The City established a maximum of 79,000 seats that could be built before triggering a need for more traffic studies. Vice Chair Cotera felt that 79,000 spectators would represent a significant increase in traffic. Ms. Oberholtzer explained that the City's maximum was based on a recent event that accommodated 79,000 spectators.

Vice Chair Cotera felt that some of the media elements described in the sign plan could be excessive, considering their proximity to the mountain areas. She inquired whether limits would be placed on non-race day displays. Mr. Galica responded that the comprehensive sign plan contains rules for LED signage. The restrictions outside of event weeks are much more extensive. The signs are intended to enhance the experience of the spectators. Ms. Oberholtzer added that the sign package divides all allowable signs into zones. Within each zone, maximums are established, and certain activities are disallowed outside of event weeks.

Vice Chair Cotera described how stargazing events in Estrella Mountain Ranch Park benefit from the dark skies that are currently available in that part of the Valley. That quality should not be sacrificed during non-event weeks, because it is a unique resource in the area. Ms. Oberholtzer responded that staff made certain that the sign plan satisfies the City's regulations on light pollution. No light pollution would be allowed off the property boundary from the venue itself. Vice Chair Cotera noted that astronomy generates $1.2 billion a year for Arizona. Light pollution from large projects is a concern the entire state shares.

Mr. Galica confirmed for Commissioner Scanlon that Avondale has a well-established standard that does not allow light of more than one foot candle to trespass across property lines. Most privately generated light stays where it should. He clarified that there is a difference between

light trespass and light that is visible. The Zoning Ordinance has a higher control standard for LED sign brightness than the Arizona Sign Association's recommendation. Additional controls apply when signs face residential areas. The regulations are as strict as possible without disallowing the signs entirely. He clarified that nothing specifically prevents PIR from running LED signs on non-event weeks, but they are limited with what they can do during these periods. Smaller events will occur at PIR outside of race weeks and the signage will most likely be used for those.

Commissioner Scanlon noted that the grandstand is going to be a maximum of 240 feet high, and inquired whether the parking lot light poles would extend higher than that. Mr. Galica said parking lot poles are 110 feet high.

Commissioner Iwanski said the increased attendance would be great for the City, but questioned whether the water and sewer system would have the capacity to handle 79,000 or more people. Mr. Galica responded that everything is being overdesigned to accommodate future development.

Vice Chair Cotera said Westgate is one of the biggest sources of light pollution in the West Valley. She requested a comparison to that project. Mr. Galica said the Westgate project includes two stadiums and restaurants/retail uses. The PIR sign package only addresses the stadium signage itself. In the event of future mixed use development, those structures would have to adhere to the sign ordinance, or an amendment would be required with Planning Commission and City Council approval. The stadium signage alone would be very similar to the stadiums at Westgate.

Commissioner Scanlon asked about the maximum committed height of the mixed use structures. Mr. Galica explained that the hotel and office structures are allowed to be 160 feet tall, and have to be oriented so as to result in the least obtrusive views of the mountains.

Chair Long open the public hearing for rezoning request for PL-11-0032. With no citizens wishing to speak, the public hearing was closed.

Vice Chair Cotera **MOVED** to accept the findings and recommend approval of application PL-11-0032, a request to rezone property located at the southwest corner of Avondale Boulevard and Indian Springs Road from A-1 (General Industrial) and AG (Agricultural) to MSED (Major Sports & Entertainment), subject to six staff recommended stipulations. Commissioner Amos **SECONDED**.

ROLL CALL VOTE

Commissioner Carrillo	Aye
Commissioner Scanlon	Aye
Vice Chair Cotera	Aye
Commissioner Amos	Aye
Commissioner Iwanski	Aye
Commissioner Scibienski	Excused
Chairman Long	Aye

The motion carried 6-0.

ORDINANCE 1466-811

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 590 ACRES LOCATED WEST OF AVONDALE BOULEVARD AND SOUTH OF INDIAN SPRINGS ROAD, AS SHOWN IN FILENAME PL-11-0032, REZONING SUCH PROPERTY FROM GENERAL INDUSTRIAL (A-1) AND AGRICULTURAL (AG) TO MAJOR SPORTS & ENTERTAINMENT DISTRICT (MSED).

WHEREAS, the Council of the City of Avondale (the "City Council") desires to amend the City of Avondale Zoning Atlas (the "Zoning Atlas") pursuant to ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, all due and proper notices of public hearings on the intended amendment held before the City of Avondale Planning and Zoning Commission (the "Commission") and the City Council were given in the time, form, substance and manner provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, the Commission held a public hearing on Thursday, July 21, 2011, on the amendment to the Zoning Atlas, after which the Commission recommended approval; and

WHEREAS, the City Council held an additional public hearing regarding the amendment to the Zoning Atlas on August 8, 2011.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The ± 590 acre parcel of real property generally located west of Avondale Boulevard and south of Indian Springs Road, as shown in filename PL-11-0032 (the "Property"), as more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by reference, is hereby rezoned from General Industrial (A-1) and Agricultural (AG) to Major Sports & Entertainment District (MSED) subject to the following stipulations:

1. Development shall be in conformance with the requirements of the MSED Zoning District, the PIR Rezoning Narrative date stamped May 18, 2011, and the PIR Comprehensive Sign Plan date stamped July 6, 2011, except as modified by these stipulations.

2. Water, sewer, and street improvements shall comply with the terms of the Economic Development Agreement between the City of Avondale and Phoenix Speedway Corp., executed on November 22, 2010.

3. Development shall be completed in accordance with the City of Avondale General Engineering Requirements (GER) Manual and the City of Avondale Supplement to the MAG Uniform Standard Specifications and Details.

4. Sight, sound, and physical impacts to the Estrella Mountains shall, to the extent possible with a project of this scale, be minimized during the planning, design, and development processes.

5. The developer shall immediately report any archaeological discoveries found on any portion of the subject property to the Gila River Indian Community Tribal Historic Preservation Office.

6. All signs featuring electrical components shall require a sign permit, even if otherwise exempted by Section 3.2 of the Comprehensive Sign Plan.

SECTION 3. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. The provisions of this Ordinance shall not become effective until 12:01 A.M., October 15, 2011.

SECTION 5. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, August 8, 2011.

_____
Marie Rogers Lopez, Mayor

ATTEST:

_____
Carmen Martinez, City Clerk

APPROVED:

_____
Andrew J. McGuire, City Attorney

1545170.1

EXHIBIT A
TO
ORDINANCE NO. 1466-811

[Legal Description and Map]

See following pages.

LEGAL DESCRIPTION
PHOENIX INTERNATIONAL RACEWAY

A portion of the North half of Section 1, a portion of the North half of Section 2 and a portion of the North half of G.L.O. Lot 1 of Section 3, Township 1 South, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona. More particularly described as follows:

BEGINNING at the Northeast corner of said Section 1, a found 3 1/2" B.L.M. aluminum cap;

Thence South 00 Degrees 22 Minutes 00 Seconds West along the East line of said Section 1 a distance of 2644.69 to the East quarter corner of said Section 1, a found 2 1/2" B.L.M. brass cap;

Thence North 89 Degrees 29 Minutes 49 Seconds West along the East-West mid-section line of said Section 1 a distance of 5266.78 feet to the West quarter corner of said Section 1 and the East quarter corner of said Section 2;

Thence North 89 Degrees 33 Minutes 48 Seconds West along the East-West mid-section line of said Section 2 a distance of 4947.78 feet to the Southeast corner of the West half of the Southwest quarter of the Southwest quarter of the Northwest quarter of said Section 2, a found 1/2" rebar L.S. cap # 10846;

Thence North 00 Degrees 12 Minutes 22 Seconds East a distance of 660.01 feet to the Northeast corner of the West half of the Southwest quarter of the Southwest quarter of the Northwest quarter of said Section 2, a found 1/2" Rebar L.S. # 10846;

Thence North 89 Degrees 34 Minutes 53 Seconds West a distance of 330.05 feet to the Northwest corner of the West half of the Southwest quarter of the Southwest quarter of the Northwest quarter of said Section 2, a found 1/2" rebar L.S. # 10846;

Thence North 00 Degrees 11 Minutes 47 Seconds East along the West line of said Section 2 a distance of 1409.24 feet to a point that bears South 00 Degrees 11 Minutes 47 Seconds West a distance of 625.10 feet from the Northwest corner of said Section 2;

Thence North 89 Degrees 18 Minutes 54 Seconds West a distance of 880.23 feet;

Thence South 89 Degrees 29 Minutes 54 Seconds West a distance of 411.08 feet to a found ½" rebar L.S. #10846;

Thence North 00 Degrees 12 Minutes 30 Seconds East a distance of 629.41 feet to a point on the North line of said Section 3, from which the Northwest corner of the Northeast quarter of the Northeast quarter of Section 3 bears North 89 degrees 30 minutes 05 seconds West a distance of 30.00 feet;

Thence South 89 Degrees 30 Minutes 05 Seconds East along the North line of said Section 3 a distance of 1291.13 feet to the Northeast corner of said Section 3 and the Northwest corner of said Section 2, a found 2" aluminum cap L.S. # 25087 (0.26 feet north);

Thence South 89 Degrees 30 Minutes 05 Seconds East along the North line of said Section 2 a distance of 9.10 feet to a found GLO Brass Cap;

Thence South 89 Degrees 15 Minutes 40 Seconds East along the North line of said Section 2 a distance of 2627.40 feet to the North quarter corner of said Section 2, a found 2-1/2" Maricopa County Aluminum cap L.S. # 37174;

Thence South 00 Degrees 08 Minutes 06 Seconds West along the North-South mid Section line of said Section 2 a distance of 680.18 feet to the Southwest corner of the North half of G.L.O. lot 2 of said Section 2;

Thence South 89 Degrees 24 Minutes 44 Seconds East along the South line of the North half of G.L.O. lots 1 and 2 of said Section 2 a distance of 2636.96 feet to a point of the East line of said Section 2;

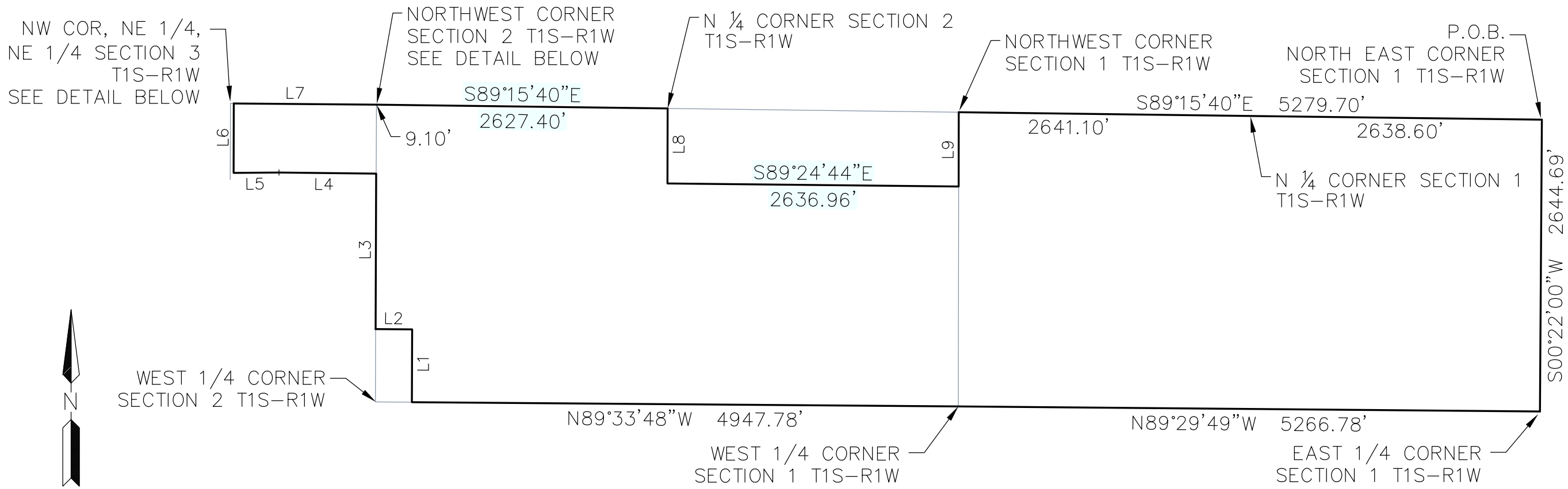
Thence North 00 Degrees 05 Minutes 28 Seconds East along the East line of said Section 2 a distance of 673.23 feet to the Northeast corner of said Section 2 and the Northwest corner of said Section 1;

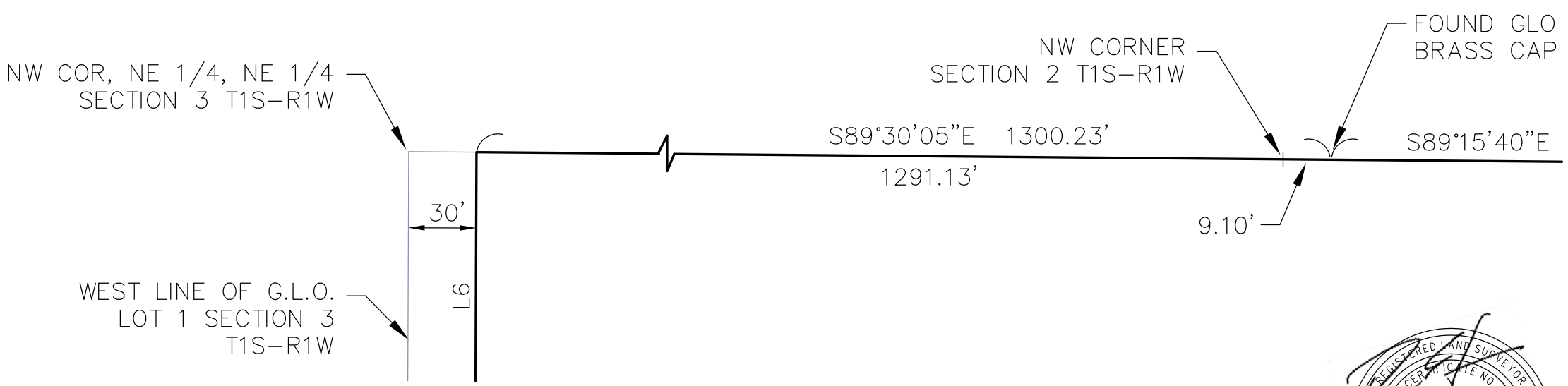
Thence South 89 Degrees 15 Minutes 40 Seconds East along the North line of said Section 1 a distance of 2641.10 feet to the North quarter corner of said Section 1, a found 3" Maricopa County brass cap L.S. # 37174;

Thence South 89 Degrees 15 Minutes 40 Seconds East along the north line of said Section 1 a distance of 2638.60 feet **TO THE POINT OF BEGINNING.**

Area of said parcel is 618.62 acres, more or less.

Registered Land Surveyor
CERTIFICATE NO.
27742
RICHARD E.
JONES
Date Signed 6-13-11
ARIZONA, U.S.A.
Expires 3/31/2012





Line Table		
Line #	Length	Direction
L1	660.01	N00°12'22"E
L2	330.05	N89°34'53"W
L3	1409.24	N00°11'47"E
L4	880.23	N89°18'54"W
L5	411.08	S89°29'54"W
L6	629.41	N00°12'30"E
L7	1300.23	S89°30'05"E
L8	680.18	S00°08'06"W
L9	673.23	N00°05'28"E

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
27742
RICHARD E.
JONES
Date Signed 6/13/11
ARIZONA U.S.A.
Expires 3/31/2012

PHOENIX INTERNATIONAL RACEWAY

INDIAN SPRINGS ROAD & EL MIRAGE ROAD
AVONDALE, ARIZONA

LEGAL EXHIBIT

3010 SOUTH PRIEST DR. STE 102
TEMPE, ARIZONA 85282
PH (480) 629-8830

CIVIL ENGINEERING • WATER RESOURCES • PLANNING
CONSTRUCTION MANAGEMENT • SURVEY

VANTAGE RESOURCES, LLC

PROJ #:	2080
DATE:	6/13/2011
SCALE:	1"=1000'
DRAWN:	SKF
SHT. 1 OF 1	

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CITY COUNCIL REPORT

SUBJECT:
Public Hearing - Proposed Annexation of Remnant Portions of Parcels in South Avondale

MEETING DATE:
August 8, 2011

TO: Mayor and Council

FROM: Carmen Martinez, City Clerk (623) 333-1214

THROUGH: Charlie McClendon, City Manager

PURPOSE:

City Council will hold a public hearing regarding the proposed annexation of various remnant portions of parcels in South Avondale in order to close the gaps and facilitate future development of the area.

DISCUSSION:

This is a city-initiated request for annexation. The proposed annexation areas are strips of 15 foot to 80 foot wide gaps. They consist of a total of three miles of right-of way generally located along Indian Springs Road, El Mirage Road, 115th Avenue and old Baseline Road alignments south of the Gila River. The annexation will close the gaps and facilitate future development of the area.

In accordance with state statutes, the Council must hold a public hearing on the proposed annexation. Notice of this public hearing has been given to the public by causing the publication of a legal notice in the West Valley View on July 29 and August 2, 2011. As required by statute, signs were posted at three locations within the proposed annexation areas on July 27, 2011. No comments have been received from the public. Adoption of the annexation ordinance by the City Council is scheduled for the regular meeting of September 6, 2011.

RECOMMENDATION:

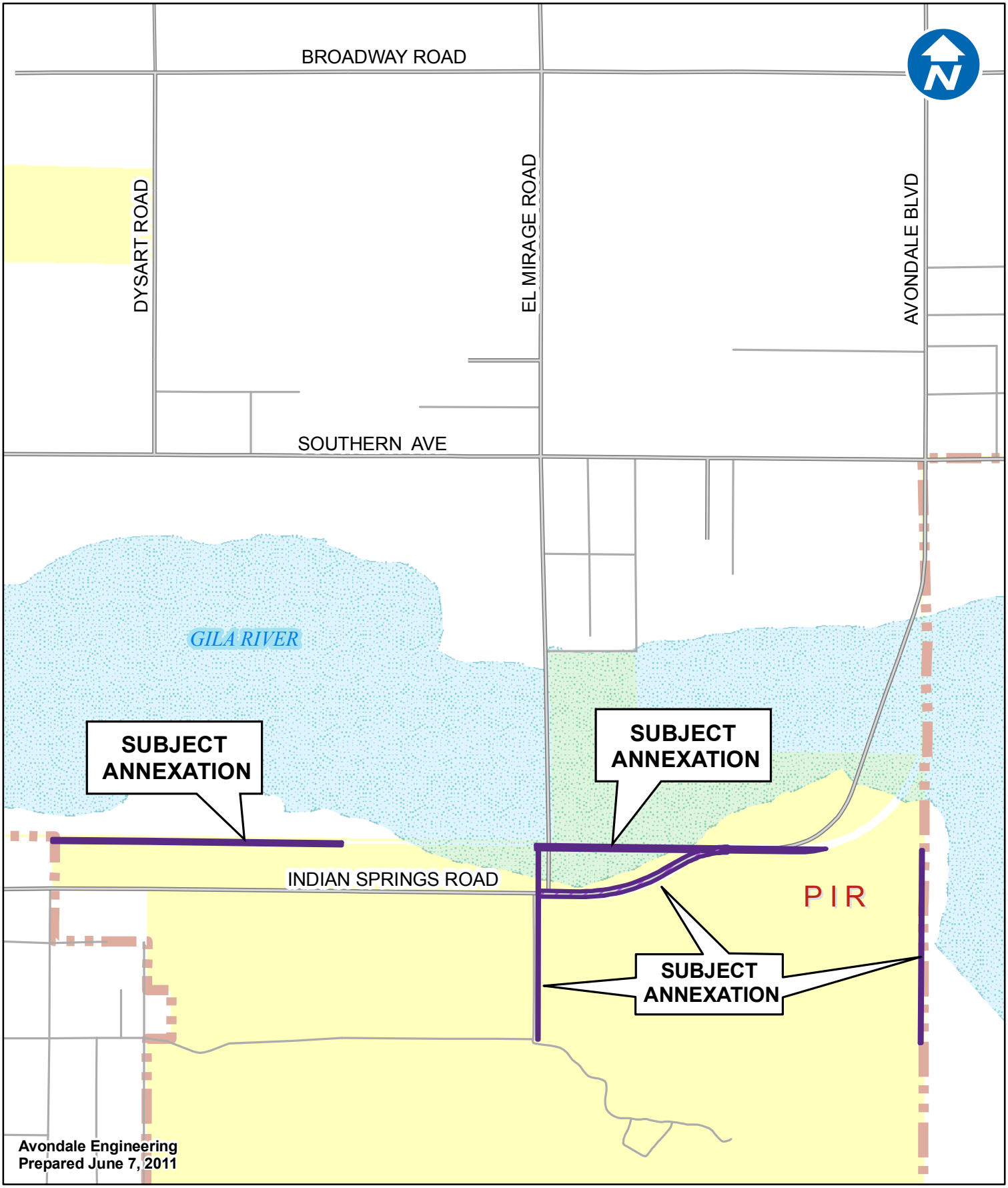
Staff recommends that Council hold a public hearing on the proposed annexation as required by law.

ATTACHMENTS:

Click to download

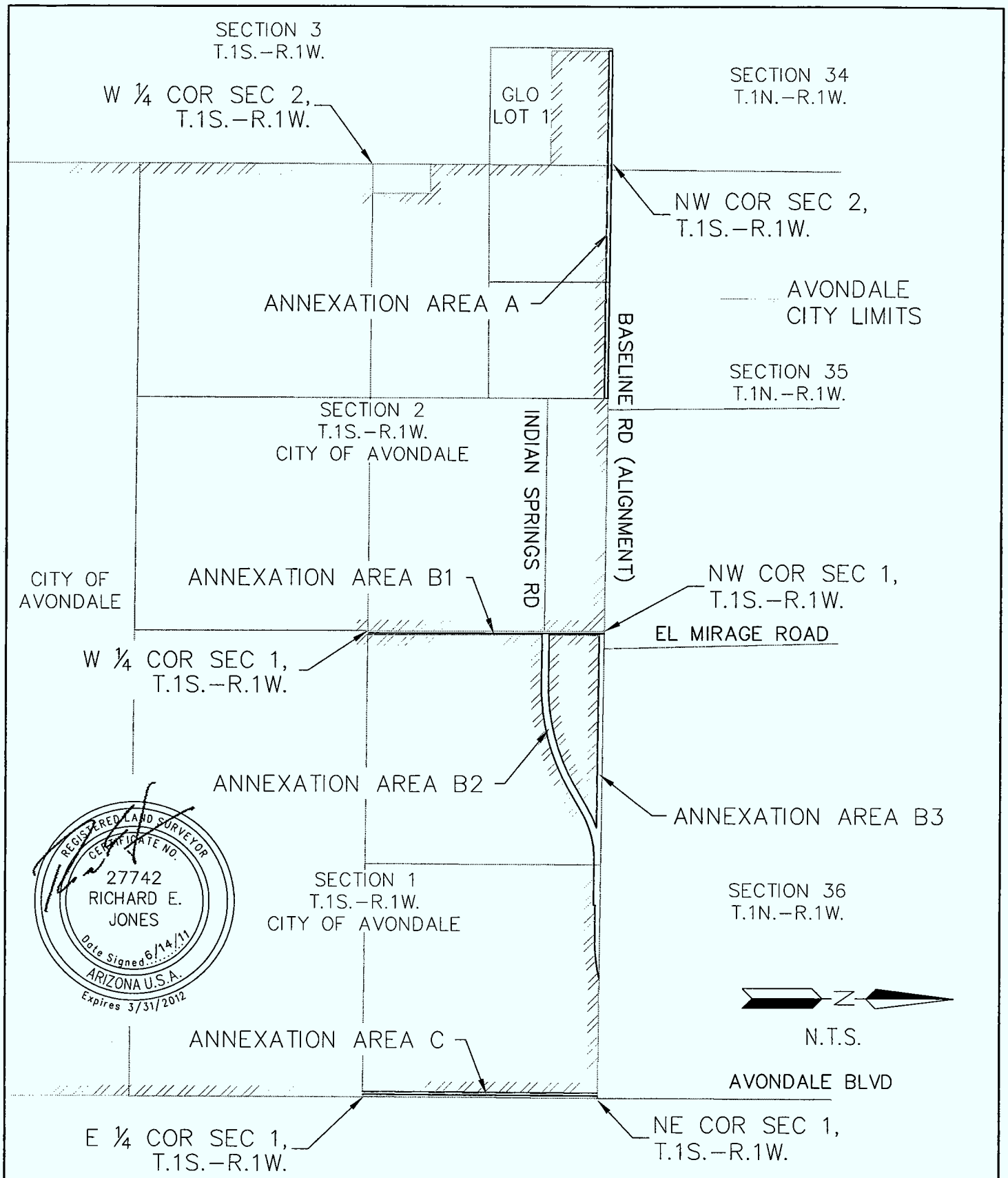
- Vicinity Map
- Maps and legal descriptions
- Photographs of Posted Signs

VICINITY MAP



0 500 1,000 2,000 Feet

SOUTH AVONDALE ANNEXATION AREAS



PROJ #:	2080
DATE:	6/2011
SCALE:	N.T.S.
DRAWN:	SKF
SHT. 1 OF 1	

VANTAGE RESOURCES, LLC

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STE 102
TEMPE, ARIZONA 85282
PH (480) 629-8830

SOUTH AVONDALE ANNEXATION AREA

AVONDALE BLVD & EL MIRAGE RD
AVONDALE, ARIZONA

ANNEXATION KEY MAP

X:\2080\Exhibits\2080 annexation area A.dwg 6/14/2011 9:44 AM

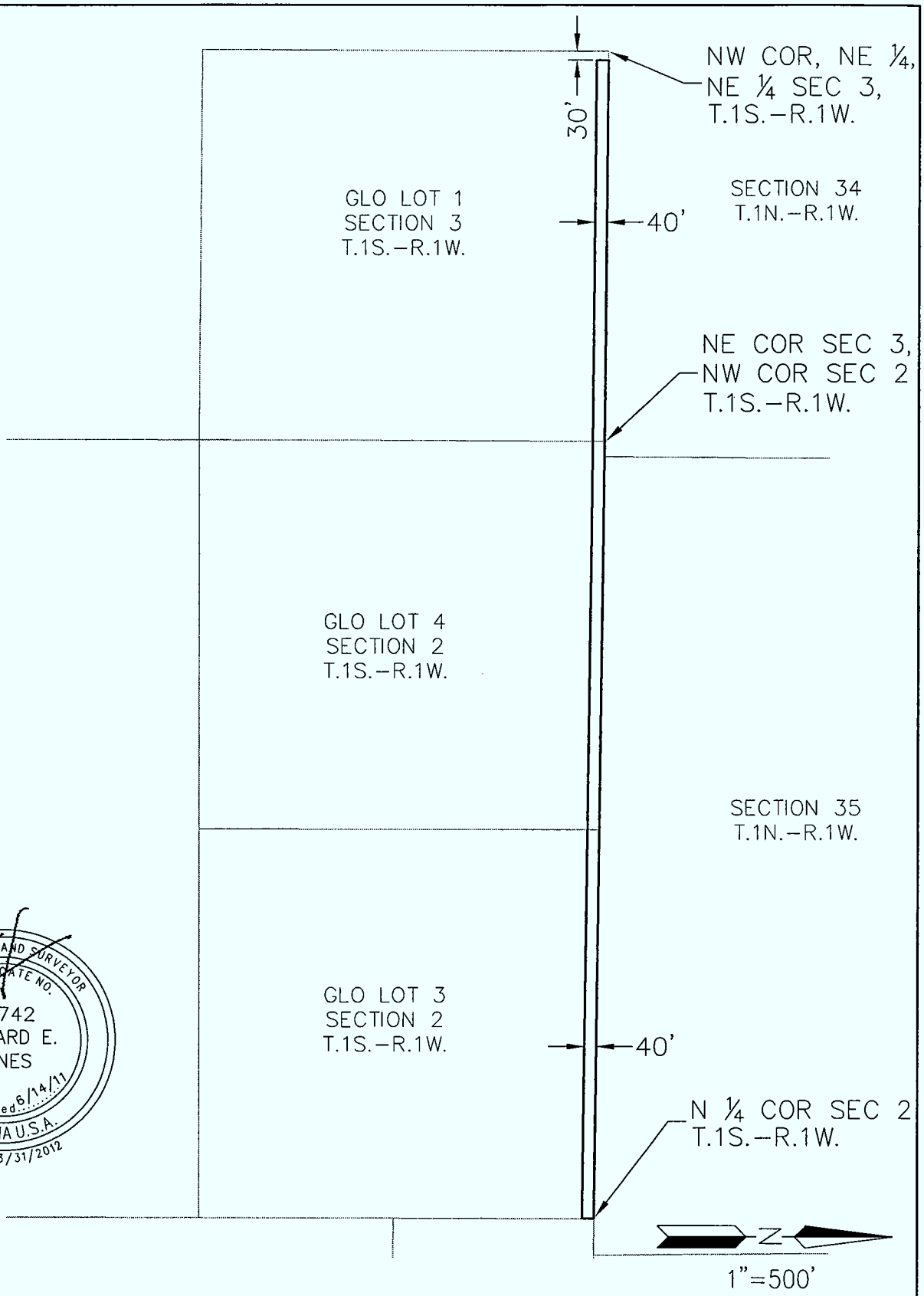
LEGAL DESCRIPTION
ANNEXATION AREA A

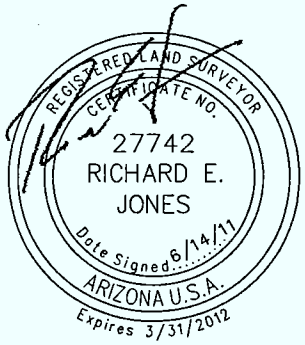
Portions of the Northwest Quarter of Section 2 and G.L.O. Lot 1 of Section 3, Township 1 South, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona more particularly described as follows:

The North 40.00 feet of said G.L.O. Lot 1 except for the West 30.00 feet thereof together with;

The North 40.00 feet of the Northwest Quarter of said Section 2.

Registered Land Surveyor
CERTIFICATE NO.
27742
RICHARD E.
JONES
Date Signed 6-13-11
ARIZONA, U.S.A.
Expires 3/31/2012





PROJ #:	2080
DATE:	6/2011
SCALE:	1"=500'
DRAWN:	SKF
SHT. 1 OF 1	

VANTAGE RESOURCES, LLC

3010 SOUTH PRIEST DR.
STE 102
TEMPE, ARIZONA 85282
PH (480) 629-8830

SOUTH AVONDALE ANNEXATION AREA

AVONDALE BLVD & EL MIRAGE RD
AVONDALE, ARIZONA

ANNEXATION AREA A

X:\2080\Exhibits\2080 annexation area A.dwg 6/14/2011 9:43 AM

LEGAL DESCRIPTION
ANNEXATION AREAS B1, B2 & B3

Annexation Area B1

A portion of the Northwest Quarter of Section 1, Township 1 South, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona more particularly described as follows:

The East 15.00 feet of the West 40.00 feet of the Northwest Quarter of said Section 1,

Except the South 25 feet thereof.

Annexation Area B2

Portions of GLO Lots 2, 3, and 4 of Section 1, Township 1 South, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona more particularly described as follows:

A triangular-shaped parcel of land described as:

Beginning at the Point of Intersection of the South line of the North 55.00 feet and the West line of the East 2277.43 feet of said Section 1;

Thence Easterly 100.00 feet along said South line of the North 55.00 feet to a point;

Thence in a west-southwesterly direction to a point on said West line of the East 2277.43 feet that is 19.21 feet southerly from said Point of Intersection;

Thence Northerly to the Point of Intersection;

Together with:

A strip of land described as the South 19.21 feet of the North 74.21 feet of the West 400.00 feet of the East 2677.43 feet of said Section 1;

Together with:

A strip of land 80.00 feet in width lying 40.00 feet on each side of a centerline which is more particularly described as follows:

Commencing at the Northwest corner of said Section 1;

Thence South 89 degrees 15 minutes 40 seconds East along the north line of said Section 1 a distance of 40.00 feet;

Thence South 00 degrees 05 minutes 27 seconds West a distance of 660.16 feet to the **POINT OF BEGINNING** of said centerline;

Thence South 89 degrees 18 minutes 54 seconds East a distance of 558.13 feet to a point on a curve concave to the north having a radius of 2291.83 feet;

Thence northeasterly through a central angle of 30 degrees 11 minutes 48 seconds an arc length of 1207.87 feet to a point of tangency;

Thence North 60 degrees 29 minutes 18 seconds East a distance of 309.03 feet to a point on a curve concave to the south having a radius of 1145.92 feet;

Thence northeasterly through a central angle of 30 degrees 15 minutes 01 seconds an arc length of 605.01 feet to the **POINT OF TERMINATION** of said centerline and from which point the Northeast Corner of said Section 1 bears North 00 degrees 44 minutes 19 seconds East a distance of 35.79 feet and South 89 degrees 15 minutes 40 seconds East along the North line of said Section 1 a distance of 2677.43 feet.

Except any portion of above-described 80.00 foot strip of land lying north of the North line of said Section 1.

Annexation Area B3

A portion of Section 1, Township 1 South, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona more particularly described as follows:

Commencing at the Northwest corner of said Section 1;

Thence South 89 degrees 15 minutes 40 seconds East along the north line of said Section 1 a distance of 40.00 feet to the **POINT OF BEGINNING;**

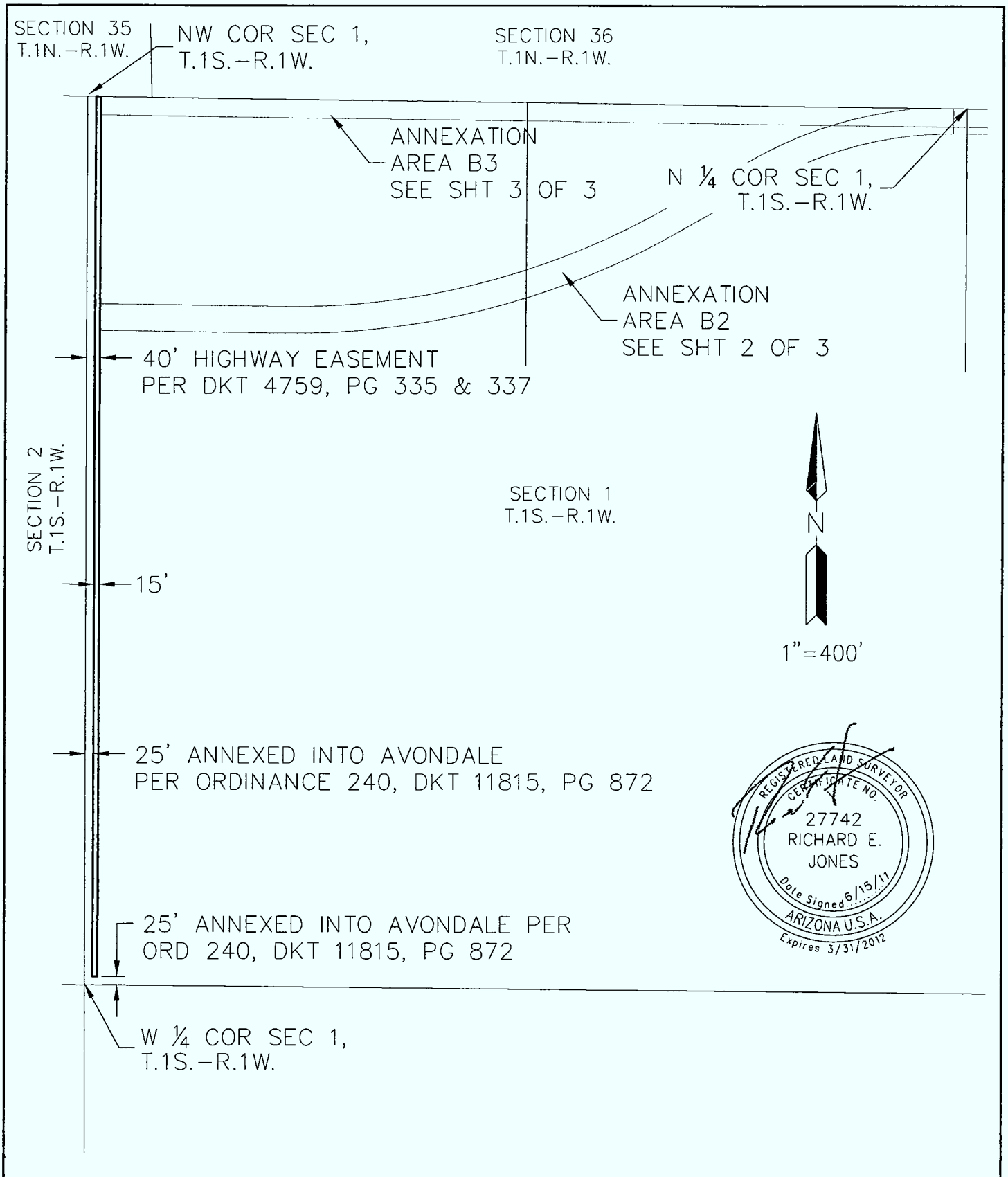
Thence South 89 degrees 15 minutes 40 seconds East continuing along the north line of said Section 1 a distance of 3900.06 feet to a point of non-tangency on a curve concave to the north having a radius of 1817.94 feet the center of which bears North 13 degrees 23 minutes 27 seconds West;

Thence southwesterly through a central angle of 14 degrees 07 minutes 47 seconds an arc length of 448.32 feet to a tangent point;

Thence North 89 degrees 15 minutes 40 seconds West parallel to and 55.00 feet south of said North line of Section 1 a distance of 3455.65 feet;

Thence North 00 degrees 05 minutes 27 seconds East a distance of 55.00 feet to the **POINT OF BEGINNING.**

Registered Land Surveyor
CERTIFICATE NO.
27742
RICHARD E.
JONES
Date Signed 6.15.11
ARIZONA, U.S.A.
Expires 3/31/2012



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
27742
RICHARD E.
JONES
Date Signed 6/15/11
ARIZONA U.S.A.
Expires 3/31/2012

PROJ #:	2080
DATE:	6/2011
SCALE:	N.T.S.
DRAWN:	SKF
SHT. 1 OF 3	

VANTAGE RESOURCES, LLC

3010 SOUTH PRIEST DR.
STE 102
TEMPE, ARIZONA 85282
PH (480) 629-8830

SOUTH AVONDALE ANNEXATION AREA

AVONDALE BLVD & EL MIRAGE RD
AVONDALE, ARIZONA

ANNEXATION AREA B1

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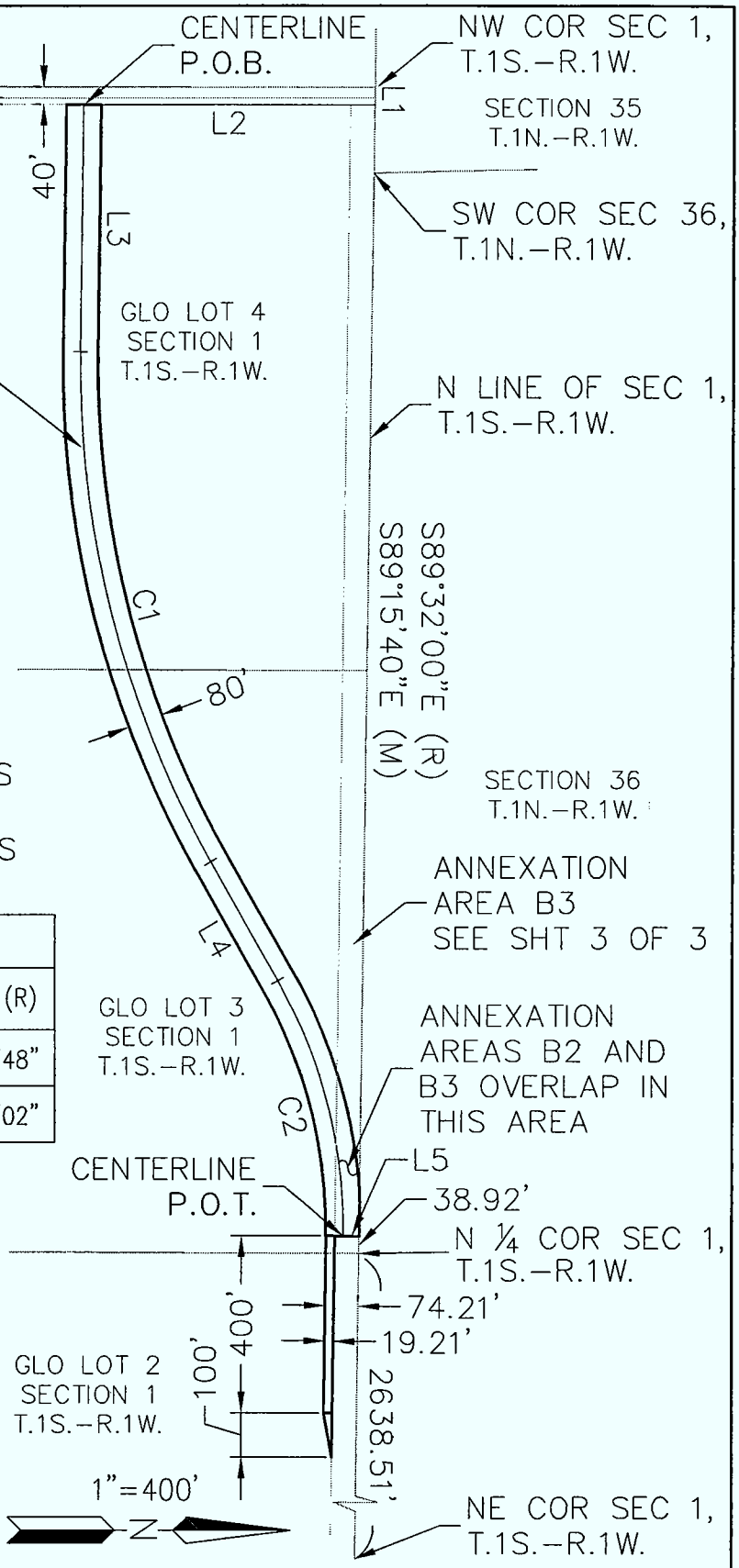

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
27742
RICHARD E.
JONES
Date Signed 6/15/11
ARIZONA U.S.A.
Expires 3/31/2012

NOTE:

ALL DIMENSION LINES AND CURVES (EXCEPT FOR L1, L2 & L5) ARE LABELING THE CENTERLINE OF THIS ANNEXATION AREA

Curve Table				
Curve #	Length	Radius	Delta (M)	Delta (R)
C1	1207.87	2291.83	30°11'48"	30°11'48"
C2	605.01	1145.92	30°15'01"	30°15'02"

Line Table			
Line #	Length	Direction (M)	Direction (R)
L1	40.00	S89°15'40"E	S89°15'40"E
L2	660.16	S00°05'27"W	S00°05'27"W
L3	558.13	S89°18'54"E	S89°35'14"E
L4	309.03	N60°29'18"E	N60°12'58"E
L5	35.79	N00°44'19"E	N00°28'00"E

PROJ #:	2080
DATE:	6/2011
SCALE:	1"=400'
DRAWN:	SKF
SHT. 2 OF 3	

VANTAGE RESOURCES, LLC

3010 SOUTH PRIEST DR.
STE 102
TEMPE, ARIZONA 85282
PH (480) 629-8830

SOUTH AVONDALE ANNEXATION AREA

AVONDALE BLVD & EL MIRAGE RD
AVONDALE, ARIZONA

ANNEXATION AREA B2

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SECTION 2 T.1S.–R.1W.

ANNEXATION AREA B1

SEE SHT 1 OF 3

40'

SECTION 35

NW COR SEC 1, T.1N.–R.1W.
T.1S.–R.1W.

L1

P.O.B.

L2

AREA TO BE ANNEXED
COUNTY ROADWAY
EXCEPTION TO ORD 484
DKT 90–0394935 PER
DKT 4759, PG 335

25' ANNEXED INTO AVONDALE
PER ORDINANCE 240,
DKT 11815, PG 872

GLO LOT 4
SECTION 1
T.1S.–R.1W.

55'

3455.65'

3900.06'

N89°15'40"W

S89°15'40"E

GLO LOT 3
SECTION 1
T.1S.–R.1W.

SECTION 36
T.1N.–R.1W.

ANNEXATION AREA B2

SEE SHT 2 OF 3

ANNEXATION AREAS B2 AND
B3 OVERLAP IN THIS AREA

N ¼ COR SEC 1,
T.1S.–R.1W.

GLO LOT 2
SECTION 1
T.1S.–R.1W.

L=448.32'
R=1817.94'
Δ=14°7'47"

RB

N LINE SEC 1
T.1S.–R.1W.

1339.64'

GLO LOT 1
SECTION 1
T.1S.–R.1W.

NE COR SEC 1,
T.1S.–R.1W.

Line Table		
Line #	Length	Direction
L1	40.00	S89°15'40"E
L2	55.00	N00°05'27"E
RB	1817.94	N13°23'27"W

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
27742
RICHARD E.
JONES
Date Signed 6/15/11
ARIZONA U.S.A.
Expires 3/31/2012

N

N.T.S.

PROJ #:	2080
DATE:	6/2011
SCALE:	N.T.S.
DRAWN:	SKF
SHT. 3 OF 3	

VANTAGE RESOURCES, LLC

3010 SOUTH PRIEST DR.
STE 102
TEMPE, ARIZONA 85282
PH (480) 629–8830

SOUTH AVONDALE ANNEXATION AREA

AVONDALE BLVD & EL MIRAGE RD
AVONDALE, ARIZONA

ANNEXATION AREA B3

X:\2080\Exhibits\2080 annexation area B.dwg 6/15/2011 3:46 PM

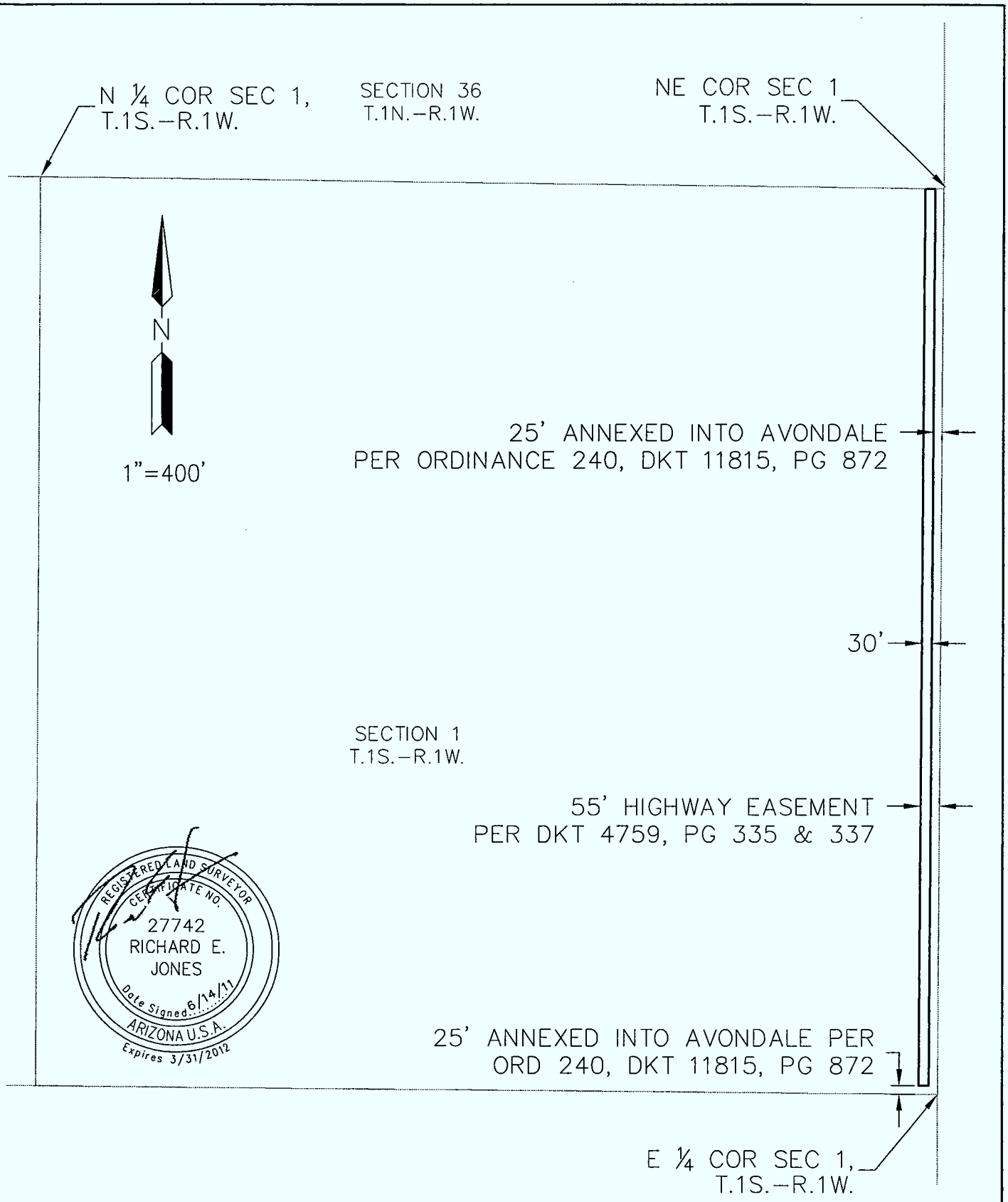
LEGAL DESCRIPTION
ANNEXATION AREA C

A portion of Section 1, Township 1 South, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona more particularly described as follows:

The West 30.00 feet of the East 55.00 feet of the Northeast Quarter of said Section 1,

Except the South 25 feet thereof.

Registered Land Surveyor
CERTIFICATE NO.
27742
RICHARD E.
JONES
Date Signed 6-13-11
ARIZONA, U.S.A.
Expires 3/31/2012



PROJ #:	2080
DATE:	6/2011
SCALE:	1"=400'
DRAWN:	SKF
SHT. 1 OF 1	

VANTAGE RESOURCES, LLC

3010 SOUTH PRIEST DR.
STE 102
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PH (480) 629-8830

SOUTH AVONDALE ANNEXATION AREA

AVONDALE BLVD & EL MIRAGE RD
AVONDALE, ARIZONA

ANNEXATION AREA C

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PUBLIC NOTICE
07/27/11

PUBLIC NOTICE
07/27/11

THE CITY OF
AVONDALE
WELCOMES YOU.
PUBLIC NOTICE
Notice is hereby given that the City Council of the City of Avondale will hold a public hearing on Monday, August 8, 2011 at 7:00 p.m. to discuss the proposed annexation of:
Portions of the Northwest Quarter of Section 2 and G.L.O. Lot 1 of Section 3, Township 1 South, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona
A portion of the Northwest Quarter of Section 1, Township 1 South, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona
Portion of GLO Lots 2, 3 and 4 of Section1, Township 1 South, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona
A portion of Section 1, Township 1 South, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona
A portion of Section 1, Township 1 South, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona
For additional information please call the City Clerk's Department at 623-333-1200
This meeting will be held in the Council Chambers, 11465 W Civic Center Drive in Avondale.
Published in the West Valley View July 29, 2011 and August 2, 2011
07/27/11

CITY COUNCIL REPORT

SUBJECT:
EXECUTIVE SESSION

MEETING DATE:
August 8, 2011

TO: Mayor and Council

FROM: Andrew McGuire, City Attorney (602) 257-7664

THROUGH: Charlie McClendon, City Manager

PURPOSE:

The Council may hold an executive session pursuant to ARIZ. REV. STAT. § 38-431.03 (A)(4) for discussion or consultation with the City Attorney in order to consider its position and instruct the City Attorney regarding (i) negotiations for a potential Economic Development Agreement and (ii) a potential Intergovernmental Agreement with the City of Litchfield Park regarding a potential annexation.

ATTACHMENTS:

Click to download

No Attachments Available