

# CITY COUNCIL AGENDA

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

**WORK SESSION**  
**August 6, 2012**  
**6:00 PM**

## CALL TO ORDER BY MAYOR ROGERS

### 1 ROLL CALL BY THE CITY CLERK

### 2 TEEN CENTER UPDATE

City Council will receive an update regarding the teen center visioning project conducted by the Neighborhood and Family Services Department, Youth Services Division. For information and discussion only.

### 3 SWIMMING POOL BARRIER OPTIONS

City Council will receive information regarding various swimming pool barrier options and provide direction and guidance on the formulation of a swimming pool barrier ordinance. For information, discussion and direction only.

### 4 ADJOURNMENT

Respectfully submitted,

A handwritten signature in cursive script that reads "Carmen Martinez".

Carmen Martinez  
City Clerk

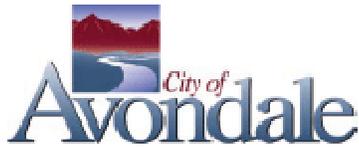
Individuals with special accessibility needs, including sight or hearing impaired, large print, or interpreter, should contact the City Clerk at 623-333-1200 or TDD 623-333-0010 at least two business days prior to the Council Meeting.

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.

Notice is hereby given that pursuant to A.R.S. § 1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council may be audio and/or video recorded and, as a result, proceedings in which children are present may be subject to such recording. Parents, in order to exercise their rights may either file written consent with the City Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. § 1-602.A.9 have been waived.

De acuerdo con la ley A.R.S. § 1-602.A.9, y sujeto a ciertas excepciones legales, se da aviso que los padres tienen derecho a dar su consentimiento antes de que el Estado o cualquier otra entidad política haga grabaciones de video o audio de un menor de edad. Las juntas del Concejo de la Ciudad pueden ser grabadas y por consecuencia, existe la posibilidad de que si hay menores de edad presentes éstos aparezcan en estos videos o grabaciones de audio. Los padres pueden ejercitar su derecho si presentan su consentimiento por escrito a la Secretaria de la Ciudad, o pueden asegurarse que los niños no estén presentes durante la grabación de la junta. Si hay algún menor de edad presente durante la grabación, la Ciudad dará por entendido que los padres han renunciado sus derechos de acuerdo a la ley contenida A.R.S.

§ 1-602.A.9.



# CITY COUNCIL REPORT

**SUBJECT:**  
Teen Center Update

**MEETING DATE:**  
August 6, 2012

**TO:** Mayor and Council  
**FROM:** Gina Montes, Neighborhood & Family Services Director (623) 333-2727  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

The purpose of this item is to provide an update on the visioning and research conducted by Youth Services staff for a future teen center.

**BACKGROUND:**

The Youth Services Division of the Neighborhood & Family Services Department provides positive development opportunities to youth ages 14 to 21. Numerous programs, events and partnerships have been implemented to provide youth with opportunities to develop critical life skills. All programs are developed within a research-based framework that supports successful youth development.

As part of the annual goals, City Council requested that staff explore the need and feasibility of a future teen center in Avondale. The Youth Services Division is working with the Youth Advisory Commission, community members and staff to evaluate the need and explore possible models for a future teen center.

**DISCUSSION:**

In conjunction with the Youth Advisory Commission and community members, staff explored options for a teen center. A needs assessment was completed which included a youth survey and demographic analysis. In addition, the Youth Commission hosted a teen charrette to gain additional feedback. With assistance from Arizona State University, Stardust Center and School of Architecture, participants used three-dimensional models to create a vision for their ideal teen center and desired programming. Students also ranked their preferred sites on three City-owned lots. More than 40 youth ages 13 to 18 participated. Participants came from all three Avondale high schools and a variety of elementary schools. The information was compiled and delivered as part of a presentation to City Council on September 9, 2011.

Local teens express support for the creation of a teen center. They provide evidence that there is a need for additional safe and positive outlets for Avondale's youth to socialize, learn new skills, access services among other pursuits. Youth who most need a teen center are those who may not be engaged in extra-curricular activities at school. A variety of services and amenities could be made available to teens. Services requested by Avondale teens include fitness, a cafe, social opportunities, fine and performing arts, tutoring and career counseling, among other services. Staff would recommend providing a wide variety of offerings with ample free and low-cost services in addition to fee-for-service opportunities.

Youth Services staff compiled information regarding capital and operating costs of existing city-operated teen centers that are possible models for an Avondale center. These other teen centers are located in Surprise, Casa Grande and Indio, California. The costs vary greatly depending on the service model and building size. The construction cost per square foot for the Indio Teen Center

(12,500 square feet) was \$552 for a total cost of \$6.9 million. The Surprise center (8,000 square feet) cost per square foot was \$187 for a total cost of 1.5 million. Both centers were constructed between calendar years 2007 and 2008. The Casa Grande center (3,500 square feet) is operating in space donated by the local community college. The teen center envisioned and recommended for Avondale youth would be approximately 10,000 square feet and would cost between \$3 million and \$5 million.

All of the examples utilize a model in which City staff provide most of the programming and services. An Avondale teen center could utilize a model similar to the Care1st Avondale Resource and Housing Center, in which space would be provided to youth-serving organizations to operate. Small grants could be offered to offset some of their costs and as part of service agreements with such organizations. However, a minimum of two city staff (2.0 FTE) would be required, comprised of a coordinator and an additional staff person to assist with reception and programming and to safely manage a facility.

#### **BUDGETARY IMPACT:**

Currently, there is no funding source identified for construction or operating costs for a teen center. It is estimated that a Teen Center would cost approximately \$3 million to \$5 million, with annual operating costs at approximately \$200,000 which includes staff and other operating costs. This assumes that an existing City-owned lot would be the site and no land acquisition costs would be required.

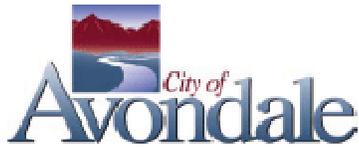
#### **RECOMMENDATION:**

This report is for information and discussion only. Staff is requesting direction on the Council's desire to continue due diligence and further exploration of a teen center to include identification of a possible funding source.

#### **ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**  
Swimming Pool Barrier Options

**MEETING DATE:**  
August 6, 2012

**TO:** Mayor and Council  
**FROM:** Gina Montes, Neighborhood and Family Services Director (623) 333-2727  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

This is an information and discussion item regarding various swimming pool barriers ordinance options. Staff is seeking direction and guidance from Council on the formulation of a swimming pool barrier ordinance.

**BACKGROUND:**

In June 1990, the Arizona Legislature enacted A.R.S. §36-1681 which prescribes that swimming pools be protected by certain enclosures. The statute requires swimming pools to be completely enclosed with a primary barrier consisting of any combination of a fence, wall, building or structure that completely surrounds and obstructs access to the swimming pool by the general public. It also requires certain supplementary child proofing protection, also known as a secondary barrier, if child six years of age or younger resides at the residence.

**DISCUSSION:**

A.R.S. §36-1681 states that pool barrier ordinances adopted by political subdivisions after its effective date (June 2, 1991) must be equal to or more stringent than the provisions of the State law. Over the years, the majority of Valley cities have adopted their own pool barrier ordinances, including but not limited to Buckeye, Chandler, Glendale, Litchfield Park, Peoria, Phoenix, Mesa, Tempe, Tolleson, Surprise, Scottsdale, and Youngtown.

Every Valley city that enacted its own ordinance did so with some variation with regard to applicability, age of children, and types of barriers allowed. Some cities applied their new ordinance only to newly constructed pools. Some applied their ordinance to all newly constructed pools, but only to existing pools when the swimming pool, the dwelling unit, or a structure having access to an existing pool was altered or expanded. Other cities required newly constructed pools comply as of the effective date of the ordinance and all existing pools to be retrofitted with certain barriers within one year of the effective date of the ordinance.

A secondary barrier provides a second layer of protection beyond the exterior fencing of a home and includes a variety of items such as a pool fence, door/window alarms, netting which covers the pools, among others. The requirement for secondary barriers also varies from city to city, from requiring them regardless if children are living in the home or their ages to requiring them only when children six or under reside at the residence. In addition, the types of secondary barriers allowed vary from city to city based on American Society for Testing and Materials (ASTM) national barrier standards.

The only ordinance adopted by the City of Avondale related to pool barriers is Zoning Ordinance 706 (A) which states, "Swimming pools shall be enclosed in accordance with the provisions of State law." The Code Enforcement Division has the ability to enforce the ordinance upon complaint. There are challenges with respect to enforcement of secondary barrier requirements. Unless the occupant of a

residence grants the code officer access for inspection, it is nearly impossible to substantiate a violation. In addition, any secondary barrier may be in place for an inspection, and the homeowner has the ability to remove it subsequent to the inspection.

If the Council has a desire to enact an ordinance, there will be a need to determine whether that ordinance will be more stringent than State law. There will also be a need to determine whether a new ordinance should be applied to all single family residences with pools, only those with children, only new pool construction, when a residence with a pool seeks a building permit for a remodel or any number of options.

**BUDGETARY IMPACT:**

There is no budgetary impact associated with this item.

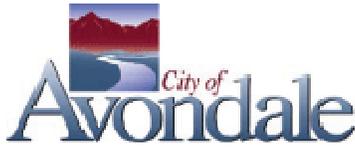
**RECOMMENDATION:**

This item is for information, discussion and council direction only. No action is necessary.

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL AGENDA

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

REGULAR MEETING  
August 6, 2012  
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. APPROVAL OF MINUTES**

1. Special Meeting of July 16, 2012
2. Regular Meeting of July 16, 2012

**b. CONTRACT AWARD - ADVANCE SECURITY**

City Council will consider a request to award a contract to Advance Security to provide security guard services for city facilities in the amount not to exceed \$113,819.16 for FY 2012-2013 and a total contract amount of \$518,784.84 over five years and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**c. CONSTRUCTION CONTRACT CHANGE ORDER NO. 3 - CS CONSTRUCTION, INC.**

City Council will consider a request to approve Change Order No. 3 to the Avondale Boulevard and I-10 Traffic Interchange Improvement Construction Contract with CS Construction, Inc., authorize the transfer of \$40,000.00 from CIP Street Fund Line Item 304-1265-00-8420 to CIP Street Fund Line Item 304-1152-00-8420 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. City Council will take appropriate action.

**d. RESOLUTION 3064-812 - CHANGE ORDER TO INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR FIXED ROUTE TRANSIT SERVICES**

City Council will consider a resolution approving a change order to the Intergovernmental Agreement with the City of Phoenix for fixed route transit services and authorize the Mayor and City Clerk to execute the appropriate documents. The Council will take appropriate action.

**e. RESOLUTION 3065-812 - RESCINDING THE ARIZONA DEPARTMENT OF WATER RESOURCE FEE**

City Council will consider a Resolution rescinding the Arizona Department of Water Resource fee and setting an effective date. The Council will take appropriate action.

**4** **PROFESSIONAL SERVICES AGREEMENT - FRIEDMAN RECYCLING MATERIALS**

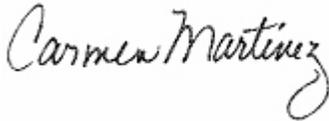
City Council will reconsider a Professional Services Agreement with Friedman Recycling Companies for recyclable materials processing. The Council will consider utilizing Option #2, a fixed rate of \$31 per ton, plus a variable market share and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**5** **HEALTHY LIFESTYLES INITIATIVES**

City Council will receive an update from staff regarding various programs and initiatives focused on building a healthier community. For information, discussion and direction.

**6** **ADJOURNMENT**

Respectfully submitted,



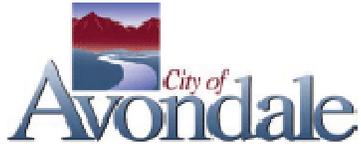
Carmen Martinez  
City Clerk

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.

Notice is hereby given that pursuant to A.R.S. § 1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council may be audio and/or video recorded and, as a result, proceedings in which children are present may be subject to such recording. Parents, in order to exercise their rights may either file written consent with the City Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. § 1-602.A.9 have been waived.

De acuerdo con la ley A.R.S. § 1-602.A.9, y sujeto a ciertas excepciones legales, se da aviso que los padres tienen derecho a dar su consentimiento antes de que el Estado o cualquier otra entidad política haga grabaciones de video o audio de un menor de edad. Las juntas del Concejo de la Ciudad pueden ser grabadas y por consecuencia, existe la posibilidad de que si hay menores de edad presentes éstos aparezcan en estos videos o grabaciones de audio. Los padres pueden ejercitar su derecho si presentan su consentimiento por escrito a la Secretaria de la Ciudad, o pueden asegurarse que los niños no estén presentes durante la grabación de la junta. Si hay algún menor de edad presente durante la grabación, la Ciudad dará por entendido que los padres han renunciado sus derechos de acuerdo a la ley contenida A.R.S. § 1-602.A.9.



# CITY COUNCIL REPORT

**SUBJECT:**  
APPROVAL OF MINUTES

**MEETING DATE:**  
August 6, 2012

**TO:** Mayor and Council  
**FROM:** Carmen Martinez, City Clerk (623) 333-1214  
**THROUGH:** Charlie McClendon, City Manager

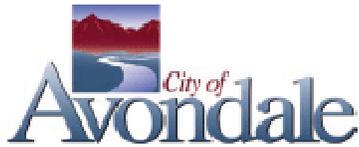
**PURPOSE:**

1. Special Meeting of July 16, 2012
2. Regular Meeting of July 16, 2012

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**

Contract Award - Advance Security

**MEETING DATE:**

August 6, 2012

**TO:** Mayor and Council

**FROM:** Christopher Reams, Director of Parks, Recreation & Libraries (623) 333-2412

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

City Council will consider a request to award a contract to Advance Security to provide security guard services for city facilities in the amount not to exceed \$110,000 for FY 2012-2013 and a total contract amount of \$581,784.84 over five (5) years and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**BACKGROUND:**

The City of Avondale issued a Request for Bid (RFB) for security guard services in June 2012. The Scope of services included security services for City facilities during evening and weekend hours, and during operational hours at the Sam Garcia Library. The facilities covered under this agreement include: City Hall, Sam Garcia Western Avenue Library, Municipal Operations Service Center, Friendship and Festival Fields Parks and locking and unlocking the Goodyear farms cemetery.

The city received six (6) proposals, which were reviewed by city staff consisting of the Procurement Officer, PRLD Director and the Facilities Manager. Staff's evaluation included the contractor's content and quality of the information provided; the ability of the contractor to successfully perform the requested services; the contractor's experience and qualifications; and price. After reviewing and evaluating the proposals in accordance with the stated criteria, staff ranked Advance Security the highest rated firm.

**DISCUSSION:**

The contract award for Advance Security, as the lowest qualified and responsive bidder, will be for a one (1) year term only with four (4) successive one (1) year terms. Staff will analyze the contractor's performance each year and recommend each one year extension based on performance and available funding. Each extension must be approved in writing by the City Manager. The extension agreements will include any price adjustments approved by the City of Avondale.

The City shall pay the contractor based on unit rates as set forth in the Price Sheet and the Security Services Bid Tabulation. Contractor fees will be based on the following graduated pay scale:

Year One and Two:	\$113,819.16
Year Three and Four:	\$116,876.76
Year Five:	\$120,339.00

The City of Avondale's current security guard services contract with Blackstone Security expired on May 21, 2012. Blackstone Security will continue to provide security services until the completion of the contract process.

**BUDGETARY IMPACT:**

The expenditure for security guard services is included in the Building Maintenance budget line item 5420-6320 (Contractual Maintenance Building & Grounds).

**RECOMMENDATION:**

Staff recommends that the City Council award a contract to Advance Security to provide security guard services for city facilities in the amount not to exceed \$113,819.16 for FY 2012-2013 and a total contract amount of \$581,784.84 over five (5) years and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**ATTACHMENTS:**

Click to download

[Security Services Bid Tabulation](#)

City of Avondale  
 IFB 12-065 Security Services  
 Opening Date: June 27, 2012

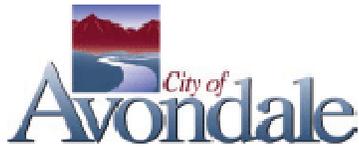
	*Advance Security		Anderson Security		ISS Facility Svc.		T.E.A.M. Security		Blackstone Security		Securitas	
	HR. Billing	Wage	HR. Billing	Wage	HR. Billing	Wage	HR. Billing	Wage	HR. Billing	Wage	HR. Billing	Wage
<b>Year 1</b>												
Supervisor	Included	N/A	\$15.97	\$10.00	<b>Pricing not evaluated.</b>		<b>Pricing not evaluated</b>		<b>Pricing not evaluated</b>			<b>Pricing not evaluated.</b>
Guard	\$14.89	\$10.00	\$15.97	\$9.50								
Annual Supervisor 32 hr/mo Total \$	\$0.00		\$6,132.48									
Annual Guard Hours Total \$	\$113,819.16		\$122,074.68									
Total Year 1	\$113,819.16		\$128,207.16									
<b>Year 2</b>												
Supervisor	Included	N/A	\$16.29	\$10.10								
Guard	\$14.89	\$10.00	\$16.29	\$9.60								
Annual Supervisor 32 hr/mo Total \$	\$0.00		\$6,255.36									
Annual Guard Hours Total \$	\$113,819.16		\$124,520.76									
Total Year 2	\$113,819.16		\$130,776.12									
<b>Year 3</b>												
Supervisor	Included	N/A	\$16.62	\$10.21								
Guard	\$15.29	\$10.30	\$16.62	\$9.70								
Annual Supervisor 32 hr/mo Total \$	\$0.00		\$6,382.08									
Annual Guard Hours Total \$	\$116,876.76		\$127,043.28									
Total Year 3	\$116,876.76		\$133,425.36									
<b>Year 4</b>												
Supervisor	Included	N/A	\$16.79	\$10.27								
Guard	\$15.29	\$10.30	\$16.79	\$9.75								
Annual Supervisor 32 hr/mo Total \$	\$0.00		\$6,447.36									
Annual Guard Hours Total \$	\$116,876.76		\$128,342.76									
Total Year 4	\$116,876.76		\$134,790.12									

City of Avondale  
 IFB 12-065 Security Services  
 Opening Date: June 27, 2012

	*Advance Security		Anderson Security		ISS Facility Svc.		T.E.A.M. Security		Blackstone Security		Securitas	
	HR. Billing	Wage	HR. Billing	Wage	HR. Billing	Wage	HR. Billing	Wage	HR. Billing	Wage	HR. Billing	Wage
<b>Year 5</b>												
Supervisor	Included	N/A	\$16.88	\$10.33								
Guard	\$15.75	\$10.65	\$16.88	\$9.80								
Annual Supervisor 32 hr/mo Total \$	\$0.00		\$6,481.92									
Annual Guard Hours Total \$	\$120,393.00		\$129,030.72									
Total Year 5	\$120,393.00		\$135,512.64									
<b>6 month term</b>			Special Event									
Supervisor	N/A	N/A	\$21.97	\$11.00								
Guard	N/A	N/A	\$21.97	\$10.20								
<b>Other</b>												
Vehicle Rate per hour	\$0.00		\$0.00									
Golf Cart per hour	\$0.00		\$0.00									
Annual Hours Total \$	\$0.00		\$0.00									
5 Year Total \$	\$581,784.84		\$662,711.40									
Responsive	Yes		Yes		No		No		No		No	
Complete IFB Document	Yes		Yes		Yes		Yes		No		No	
Signed Offer Sheet	Yes		Yes		Yes		Yes		Yes		Yes	
Business Licenses	Yes		Yes		Yes		Yes		Yes		Yes	
References Complete	Yes		Yes		Yes		No		No		Yes	
Resumes Attached	Yes		Yes		No		Yes		Yes		Yes	
Price Sheet Complete	Yes		Yes		Yes		Yes		Yes		Yes	
Complete Addendum 1	Yes		Yes		Yes		None		Yes		Yes	

\* Advance Security (U.S. Security Associates): Recommended for award as the most qualified and responsive low bidder.

Revised 7/25/2012



# CITY COUNCIL REPORT

**SUBJECT:**

Construction Contract Change Order No. 3 - CS  
Construction, Inc.

**MEETING DATE:**

August 6, 2012

**TO:** Mayor and Council

**FROM:** Sue McDermott, P.E., Development Services Director/City Engineer, 623-333-4211

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff requests that the City Council approve Change Order No. 3 to the Avondale Boulevard and I-10 Traffic Interchange Improvement (TI) Construction Contract with CS Construction, Inc., authorize the transfer of \$40,000.00 from CIP Street Fund Line Item 304-1265-00-8420 to CIP Street Fund Line Item 304-1152-00-8420 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

On June 21, 2010, Council approved a construction contract with CS Construction, Inc. (CS) to construct roadway, wall, bridge widening and traffic signal improvements at the intersection of Avondale Boulevard and I-10 Traffic Interchange improve the overall safety of the intersection.

On March 7, 2011, Council approved Change Order No. 1 in the amount of \$467,325.96 with CS for the installation of a 16-inch waterline. This line replaced an aging asbestos concrete pipe (ACP).

On October 3, 2011, Council approved Change Order No. 2 in the amount of \$411,137.70 with CS for unforeseen conditions and schedule increase.

**DISCUSSION:**

With the completion of the work, the contractor presented final quantities. Construction projects are bid based on design quantities. At the completion of the project, there is a balancing of final quantities that is done. This project had some quantity overruns that caused the final contract amount to go over the current contract total.

**SCHEDULE:**

Change Order No. 3 has no effect on schedule.

**BUDGETARY IMPACT:**

The overages are charged at the contracted price times the overage quantity. Staff and CS tracked the quantities throughout the project to ensure final amounts agree. Change Order No. 3 is in the amount \$39,398.35. The total revised contract amount is \$5,079,994.98.

Funding for Change Order No. 3 in the amount of \$40,000 is available in CIP Street Fund Line Item 304-1265-00-8420 Dysart/McDowell Intersection Improvements. These amounts are proposed to be transferred to CIP Street Fund Line Item 304-1152-00-8520, Avondale Blvd Bridge Widening North of I-10.

**RECOMMENDATION:**

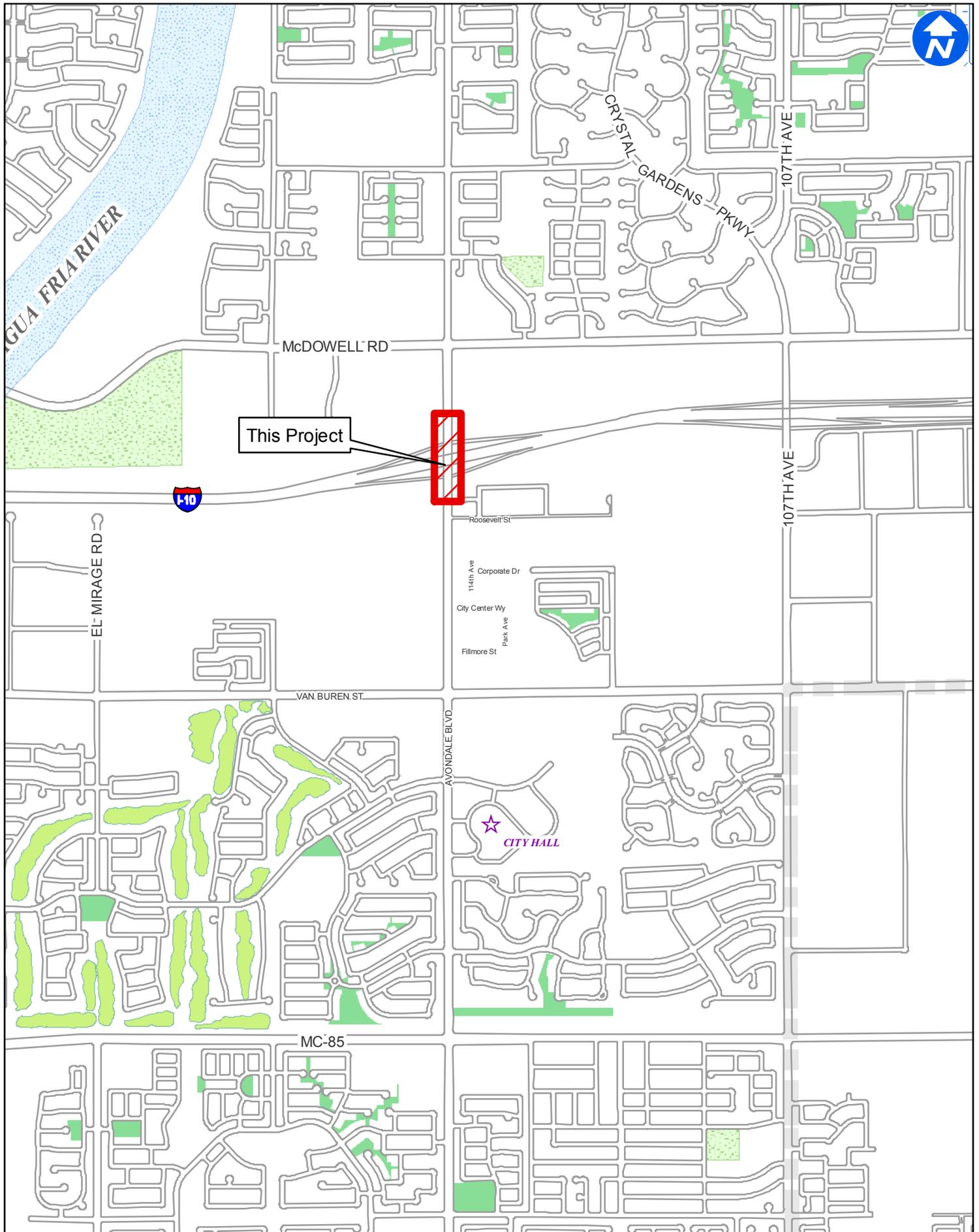
Staff requests that the City Council approve Change Order No. 3 to the Avondale Boulevard and I-10 Traffic Interchange Improvement Construction Contract with CS Construction, Inc., authorize the transfer of \$40,000.00 from CIP Street Fund Line Item 304-1265-00-8420 to CIP Street Fund Line Item 304-1152-00-8420 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

Click to download

[Project Vicinity Map](#)

[Change Order No. 3](#)



This Project



**City of Avondale**  
**Avondale Blvd & I-10 TI Improvements**

Map Produced by Avondale Water Resources/GIS Division

# CONSTRUCTION CONTRACT CHANGE ORDER

## CITY OF AVONDALE ENGINEERING DEPARTMENT

**Project Name:** Avondale Blvd & I-10 Traffic Interchange Improvements  
**City Project No.:** ST1152  
**Design Engineer:** URS

**CHANGE ORDER NO.:** 3      **Date:** June 7, 2012  
**Change Order Request No.:** 2      **Date:** October 3, 2011

**CONTRACTOR:** CS Construction, Inc.

**Original Contract Start Date:** August 30, 2010  
**Original Contract Completion Date:** August 29, 2011  
**Revised Contract Completion Date:** March 30, 2012

**CHANGE ORDER DESCRIPTION:** This change order is to cover quantity overruns with the project. Total change order is not to exceed \$39,398.35

**REASON FOR CHANGE ORDER:** Quantity overruns.

### CONTRACT AMOUNT

Original Contract: \$ 4,162,132.97  
Previous C.O.'s: \$ 878,463.66  
This Change Order: \$ 39,398.35  
Total All C.O.'s: \$ 917,862.01  
Revised Contract: \$ 5,079,994.98

### CONTRACT TIME

Original Contract: 365 days  
Previous C.O.'s: 214 days  
This Change Order: 0 days  
Total All C.O.'s: 214 days  
Revised Contract: 579 days

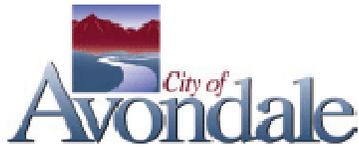
IT IS AGREED BY THE CONTRACTOR that this Change Order includes any and all costs associated with or resulting from the change ordered herein, including all impact, delay and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this Change Order. This document shall become an amendment to the initial contract and all stipulations and covenants of the initial contract shall apply hereto.

**CONTRACTOR:**  
CS Construction, Inc.

**CITY OF AVONDALE:**  
By: \_\_\_\_\_  
Charles P. McClendon, City Manager (date)

By: [Signature] 6/8/12  
(sign) (date)  
DIVISION MANAGER  
Title

Attest: \_\_\_\_\_  
Carmen Martinez, City Clerk (date)



# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 3064-812 - Change Order to Intergovernmental Agreement with the City of Phoenix for Fixed Route Transit Services

**MEETING DATE:**

August 6, 2012

**TO:** Mayor and Council

**FROM:** Pier Simeri, Community Relations Director (623) 333-1611

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council adopt a resolution approving a change order to the Intergovernmental Agreement with the City of Phoenix for fixed route transit services and ADA required services and authorize the Mayor and City Clerk to execute the appropriate documents.

**BACKGROUND:**

On behalf of the Avondale Urbanized Area (Avondale and Goodyear), the City of Avondale entered into an Intergovernmental Agreement with the City of Phoenix on June 6, 2011 for transit services.

**DISCUSSION:**

All routes that Phoenix provides for Avondale will now be paid through the Regional Transit Sales Tax (Proposition 400) funds. Phoenix will bill RPTA directly. The only other service that Phoenix provides for Avondale will be the American's with Disabilities Act (ADA) Dial-a-Ride Service. The FTA requires that service be provided within 3/4 mile of any fixed route service. Proposition 400 also allocates funds for ADA services. This ADA service also covers Tolleson and Goodyear and they will be billed accordingly.

**BUDGETARY IMPACT:**

The total cost to the City of Avondale during FY13 will be an estimated \$197,634. However, Goodyear and Tolleson will be billed for their portion. Valley Metro RPTA will reimburse Avondale from the regional Prop 400 sales tax.

**RECOMMENDATION:**

Staff recommends that the City Council adopt a resolution approving a Change Order to the Intergovernmental Agreement with the City of Phoenix for fixed route transit services and ADA required services for an estimated annual cost of \$197,634 and authorize the Mayor and City Clerk to execute the appropriate documents.

**ATTACHMENTS:**

Click to download

[Resolution 3064-812](#)

**RESOLUTION NO. 3064-812**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING A CHANGE ORDER ADJUSTING THE CONTRACT AMOUNT FOR THE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR FIXED-ROUTE TRANSIT SERVICES RELATING TO DIAL-A-RIDE SERVICE.

**WHEREAS**, the City of Avondale (the “City”) entered into an intergovernmental agreement dated June 6, 2011, with the City of Phoenix relating to fixed-route transit services (the “Agreement”); and

**WHEREAS**, the Council of the City of Avondale desires to approve Change Order No. 1, dated June 14, 2012 (the “Change Order”) to the Agreement for the continuation and adjustment of fixed-route transit services relating to Dial-a-Ride services for the City, as described in the Agreement and as amended by the Change Order.

**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 Change Order is hereby approved in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. The expenditure of \$197,634.00 for Dial-a-Ride services, resulting in an increase in the total funds designated for fixed-route transit services to the amount of \$1,278,876.00, as described in the Change Order, is hereby authorized.

SECTION 4. 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 Change Order and to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

**PASSED AND ADOPTED** by the Council of the City of Avondale, August 6, 2012.

---

Marie Lopez Rogers, Mayor

ATTEST:

---

Carmen Martinez, City Clerk

APPROVED:

---

Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 3064-812

[Change Order No. 1]

See following page.

CITY OF PHOENIX  
PUBLIC TRANSIT DEPARTMENT  
**CONTRACT CHANGE ORDER**

Change Order No.  
**1**

Contract No.  
**131437**

Issued To: (Name of Contractor or Consultant)  
**City of Avondale**

Date  
**6/14/2012**

**Project Description: Transit Service Agreement**

**YOU ARE HEREBY requested to make the following changes to the contract, or to do the work described below which is not included in the contract. (Give brief description of work, estimate of quantities, fees or prices to be paid, etc.)**

This contract change order is to provide complimentary Dial-a-Ride service for the City of Avondale.

The total estimated annual Dial-a-Ride hours of service to be provided to Avondale for 2012-13 are 3,950. The total estimated charge for Dial-a-Ride service provided by Phoenix is \$225,679, with an estimated credit for fare revenue of \$28,045. Total net cost for the service is \$197,634.

Current projected payments will consist of one (1) payment of \$16,464, eleven (11) payments of \$16,470.

All payments shall be made as follows:

- Payment No. 1 \$16,464 is due on or before July 31, 2012
- Payment No. 2 \$16,470 is due on or before August 31, 2012
- Payment No. 3 \$16,470 is due on or before September 30, 2012
- Payment No. 4 \$16,470 is due on or before October 31, 2012
- Payment No. 5 \$16,470 is due on or before November 30, 2012
- Payment No. 6 \$16,470 is due on or before December 31, 2012
- Payment No. 7 \$16,470 is due on or before January 31, 2013
- Payment No. 8 \$16,470 is due on or before February 28, 2013
- Payment No. 9 \$16,470 is due on or before March 31, 2013
- Payment No. 10 \$16,470 is due on or before April 30, 2013
- Payment No. 11 \$16,470 is due on or before May 31, 2013
- Payment No. 12 \$16,470 is due on or before June 30, 2013

All other terms and conditions of this agreement remain the same.

1. Amount of this Change Order (\$197,634)	2. Amt. Of Prior Change Orders for FY 2012-13 \$0	3. Orig. Contract Amt. (\$1,081,242)	4. Adj. Contract Amt. (1, 2 & 3) (\$1,278,876)	Council Approved 6/13/2012 RCA #68958	
---	--	---	---	---	--

**ACCEPTANCE**

We, the undersigned, have given careful consideration to the change proposed, and hereby agree; if this proposal is approved that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified, and will accept as full payment therefore the fees or prices shown above.

**FIRM City of Avondale**

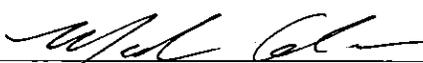
SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE SENT BY CITY OF PHOENIX: \_\_\_\_\_

REQUESTED BY:

  
Markus Coleman, Project Manager

DATE

6/15/12

RECOMMENDED BY:

  
John Campion, Contracts Specialist - Ld.

DATE

6/19/12

PTD FISCAL SECTION REVIEW:

  
Kenneth Kessler, Department Budget Supervisor

DATE

6/15/12

CHECKED AS TO AVAILABILITY OF FUNDS BY:

N/A  
Budget and Research Department

DATE

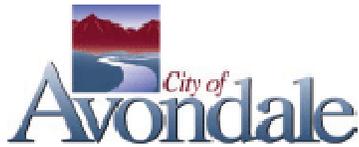
APPROVED FOR THE CITY MANAGER BY:

\_\_\_\_\_  
Neal Young - Interim Public Transit Director / Ted Mariscal-----

DATE

REVENUE

EXPENDITURE



# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 3065-812 - Rescinding the Arizona Department of Water Resource fee

**MEETING DATE:**

August 6, 2012

**TO:** Mayor and Council

**FROM:** Kevin Artz, Finance and Budget Director (623) 333-2011

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that Council adopt a resolution rescinding the Arizona Department of Water Resources municipal fee, effective with each billing cycle's first billing in January 2013.

**DISCUSSION:**

In July 2011, The State enacted Senate Bill 1624, which established a new municipal fee to be deposited in the State's Water Resource Fund. The fee for the City of Avondale for FY 2011-12 was approximately \$95,000. The City has paid the fee for FY 2011-12.

In December 2011, Council approved resolution 3024-1211, approving new fees on utility accounts to recover the cost of the State's water resource fee. Effective February 2012, the City began billing each utility account \$0.33 per month to recover the cost.

Effective July 2012, the State of Arizona has eliminated the Water resource fee charged to each municipality.

On July 16, 2012, Council directed staff to rescind the Arizona Department of Water Resource fee from the Utility bill, once the City has billed the full cost. Staff has determined that this will occur in January 2013.

**RECOMMENDATION:**

Staff recommends that Council adopt a resolution rescinding the Arizona Department of Water Resources municipal fee, effective with each cycle's first billing in January 2013.

**ATTACHMENTS:**

Click to download

[Resolution 3065-812](#)

## **RESOLUTION NO. 3065-812**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, RESCINDING THE ARIZONA DEPARTMENT OF WATER RESOURCES FEE AND SETTING AN EFFECTIVE DATE.

**WHEREAS**, during the 2011 legislative session, the Arizona Legislature adopted SB 1624, which added ARIZ. REV. STAT. § 45-118, permitting the director of the Arizona Department of Water Resources (“ADWR”) to impose a fee upon municipalities; and

**WHEREAS**, the ADWR director imposed a fee (the “ADWR Fee”) on each municipality of the State of Arizona pursuant to ARIZ. REV. STAT. § 45-118; and

**WHEREAS**, the Council of the City of Avondale (the “City Council”), adopted Resolution No. 3024-1211 on December 12, 2011, approving a pass-through of the ADWR Fee to be charged on a monthly basis to Avondale utility customers; and

**WHEREAS**, the City Council adopted a fee schedule for fiscal year 2012-13 (the “Fee Schedule”), pursuant to Resolution No. 3050-612, which included the ADWR Fee; and

**WHEREAS**, during the 2012 legislative session the Arizona Legislature adopted SB 1532, which repealed ARIZ. REV. STAT. § 45-118; and

**WHEREAS**, the passage of SB 1532 effectively limited the ADWR Fee to the amount assessed by ADWR in 2011, which amount will be fully recovered by December 31, 2012; and

**WHEREAS**, the City Council desires to amend the Fee Schedule to rescind the ADWR Fee upon full recovery of the expenses incurred by the City from ADWR.

**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 ADWR Fee is hereby rescinded.

SECTION 3. The Fee Schedule is hereby amended to remove the ADWR Fee.

SECTION 4. This Resolution shall take effect at 12:01 a.m. on January 1, 2013, and the pass-through ADWR Fee shall be removed from utility customer bills for all billing cycles after January 1, 2013.

SECTION 5. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and 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 6, 2012.

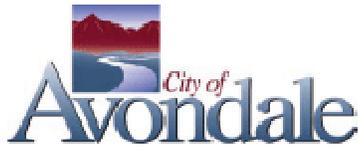
\_\_\_\_\_  
Marie Lopez Rogers, Mayor

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew J. McGuire, City Attorney



# CITY COUNCIL REPORT

**SUBJECT:**  
Professional Services Agreement - Friedman  
Recycling Materials

**MEETING DATE:**  
August 6, 2012

**TO:** Mayor and Council  
**FROM:** Rogene E. Hill, Assistant City Manager (623) 333-1012  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council reconsider a Professional Services Agreement with Friedman Recycling Companies for recyclable materials processing services.

**DISCUSSION:**

On July 16, 2012 the Council approved the award of a Professional Services Agreement with Friedman Recycling Companies for recyclable materials processing services. The final contract has not been executed.

The staff report recommended utilizing the fixed revenue structure of \$41 per ton. The reasoning was that it would be guaranteed, easily budgeted, and represented an increase over current revenues. Additionally, the staff erred in labeling Option #2 the flat rate option of \$41 per ton. The selection process score sheets and Friedman's Submittal labeled Option #2 as the fixed rate of \$31 per ton, plus a variable market share.

At the inception of the recycling program, the recyclable materials represented a reduction of land fill material and reduced the City's tipping fees. These materials have become a revenue source, but highly volatile, with revenue share prices ranging from the mid \$40's to the November 2011 low of \$10.65. The fixed rate of \$31 plus market share at the market low would yield \$41.65 per ton. Friedman rated the highest overall score, and staff believed that selecting either Friedman's Option #1 or #2 was allowable. It was however, Friedman's Option #2, the fixed plus variable that provided the higher score to Friedman, which resulted in their having the highest overall score.

It was also apparent from the Council discussion that the possibility of additional revenues, if the market improves, was of interest to the Council. Therefore, the staff recommends the award to Friedman Recycling Materials for recycling material processing utilizing Option #2, a fixed rate of \$31 per ton, plus a variable market share. The term of the contract is for one year.

**BUDGETARY IMPACT:**

The \$31 flat rate plus a reasonable market share of at least \$10 under the Friedman Proposal Option #2 will produce revenues that meet or exceed the revenues budgeted for Fiscal 2012-2013.

**RECOMMENDATION:**

1. Staff recommends that the Council votes to reconsider the previously awarded Professional Services Agreement for recycling services.
2. Staff recommends Council approve a Professional Services Agreement with Friedman Recycling Companies for recyclable materials processing with a fixed rate of \$31 per ton plus a variable market share.

## ATTACHMENTS:

Click to download

[Final Score](#)

[PSA](#)

City of Avondale

RFP PW 12-049

Recyclable Materials Processing Services

Proposal Due Date: April 5, 2012

Option #1	Estimated Revenue Share Per Reported Index					Ratio Score
	1 Q 2011	2Q 2011	3 Q 2011	4 Q 2011		
<b>Friedman \$41. (No Rev Share)</b>	\$49,200.00	\$49,200.00	\$49,200.00	\$49,200.00	\$196,800.00	16.63
<b>Waste Management \$35 + 70% Rev Share</b>	\$91,532.00	\$93,660.00	\$97,272.00	\$72,604.00	\$355,068.00	30.00
Difference Per Quarter	-\$42,332.00	-\$44,460.00	-\$48,072.00	-\$23,404.00		
<b>Difference Per Year</b>					<b>-\$158,268.00</b>	
Option #2	Estimated Revenue Share Per Reported Index					Ratio Score
	1 Q 2011	2Q 2011	3 Q 2011	4 Q 2011		
<b>Friedman \$31 Base + Revenue Share</b>	\$81,220.00	\$84,020.00	\$88,260.00	\$63,900.00	\$317,400.00	26.82
<b>Waste Management \$35 + 70% Rev Share</b>	\$91,532.00	\$93,660.00	\$97,272.00	\$72,604.00	\$355,068.00	30.00
Difference Per Quarter	-\$10,312.00	-\$9,640.00	-\$9,012.00	-\$8,704.00		
<b>Difference Per Year</b>					<b>-\$37,668.00</b>	

	Evaluation pts	70	Interview Scores/ Pricing 30 pts	100 Point Final Scores
Friedman Option 1		59.2	16.63	75.83
<b>Friedman Option 2</b>		<b>59.2</b>	<b>26.82</b>	<b>86.02</b>
Waste Management		53.65	30	83.65

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
FRIEDMAN RECYCLING COMPANY, CORP.**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of August 6, 2012, between the City of Avondale, an Arizona municipal corporation (the "City") and Friedman Recycling Company, Corp., an Arizona corporation (the "Contractor").

RECITALS

A. The City issued a Request for Proposals, PW 12-049 "Recyclable Materials Processing Services" (the "RFP"), attached hereto as Exhibit A and incorporated herein by reference, seeking proposals from vendors for the acceptance, processing and marketing and/or transfer of recyclable materials.

B. The Contractor submitted a proposal in response to the RFP (the "Proposal"), attached hereto as Exhibit B and incorporated herein by reference, and the City desires to enter into an Agreement with the Contractor for the acceptance, processing and marketing and/or transfer of recyclable materials (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 July 1, 2013 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement.

2. Definitions.

2.1 Billing Month. Each calendar month.

2.2 Excess Rejects. The quantity of Rejects that exceeds, by weight, 15% of the Recyclable Materials delivered.

2.3 Mixed Paper. The price per ton for mixed paper. The Mixed Paper shall equal the Average Monthly Price quoted during the Billing Month for one Ton of #2 Mixed Paper, as published by the Official Board Markets, Los Angeles, maximum price (i.e. Official Board Markets, Yellow Sheet, Los Angeles High Side price).

2.4 OCC. The price per ton for old corrugated containers. The OCC shall equal the Average Monthly Price quoted during the Billing Month for one Ton of #11 Old

Corrugated Containers, as published by the Official Board Markets, Los Angeles, maximum price (i.e. Official Board Markets, Yellow Sheet, Los Angeles High Side price).

2.5 ONP. The price per ton for old newspapers. The ONP shall equal the Average Monthly Price quoted during the Billing Month for one Ton of #8 Old Newspaper, as published by the Official Board Markets, Los Angeles, maximum price (i.e. Official Board Markets, Yellow Sheet, Los Angeles High Side price).

2.6 Process. The activities the Contractor engages in after it receives a Delivery, including without limitation, separating, densifying, weighing and packaging Recyclable Materials.

2.7 Recyclable Materials. Materials that have useful physical or chemical properties and that can be resold for a profit. For the purposes of this Agreement, Recyclable Materials shall, at a minimum, include: (A) aluminum; (B) steel/tin cans; (C) newspaper; (D) mixed paper; (E) chipboard; (F) cartons; (G) cardboard; (H) plastic containers #1 through #7 (excluding Styrofoam); (I) glass; and (J) other such materials as the City and Contractor may jointly designate in writing as Recyclable Materials at a later date.

2.8 Regulated Waste. Materials that are any one or more of the following: “Hazardous waste,” as defined in 42 U.S.C. §6903(5); matter that would be “hazardous waste” but for its characterization as “household waste” under applicable laws or regulations; “special waste,” as defined in A.R.S. §49-851(5); medical waste and materials, wastes, chemicals and substances which may in the future be regulated under any applicable state or federal laws, codes, or regulations with respect to disposal, storage, handling or use.

2.9 Rejects. Materials other than Recyclable Materials that are delivered to the MRF or a transfer station and (A) are not accepted by the Contractor or (B) are accepted by the Contractor but are segregated from Recyclable Materials prior to or during processing. The term “Rejects” does not include Recyclable Materials that become mixed with other Rejects because of the failure to sort or process the materials to the fullest extent. As an example, broken glass or glass shards are not defined as a category of Rejects, even if they are mixed with Rejects.

2.10 Share Price. The amount the Contractor shall pay to the City for each Ton of Recyclable Materials that is delivered to the MRF for processing by or on behalf of the City.

2.11 Ton. A short ton of two thousand (2,000) U.S. pounds.

3. Scope of Work. Contractor shall provide the Services pursuant to the terms of this Agreement, as more specifically set forth in the Proposal attached hereto as Exhibit B.

4. Calculation of Payment. Beginning September 1, 2012, the Contractor shall pay to the City within 30 days after the end of each Billing Month in which Recyclable Materials were delivered to the MRF, the Share Price according to the Fee Proposal attached hereto as Exhibit C and incorporated herein by reference. The Share Price shall be calculated as follows:

$$\text{Index Value} = [(\text{ONP} - \$30) \times 50\%] + [(\text{OCC} - \$30) \times 20\%] + [(\text{Mixed Paper} - \$30) \times 20\%]$$

$$\text{Share Price} = [(\text{Index Value} - \$82)/2] + \$31$$

5. Materials Recycling Facility.

5.1 Location. Contractor shall process Recyclable Materials at the Contractor's Phoenix Materials Recycling Facility, located at 3640 West Lincoln Street, Phoenix, Arizona, 85009 (the "MRF"). Contractor may utilize an alternate facility if the MRF is unable to accept deliveries due to an unforeseen event or unavoidable emergency; provided, however, that alternative facility shall not be (i) greater than 15 miles further from the City's Public Works yard than the MRF and (ii) utilized for a period of time longer than six weeks during the term of this Agreement.

5.2. Requirements. The MRF shall include: (A) scales for purposes of weighing collection vehicles; (B) well-maintained, paved vehicular accessibility to accommodate the needs of the City and visitors to the MRF; (C) adequate interior and exterior artificial lighting; (D) storage sufficient to store a minimum of 75 tons of Recyclable Material; and (E) reasonable accommodations dedicated for the cleaning of delivery trucks by drivers, including debris bins for the drivers' use.

5.3. Weighing Procedures. The City and the Contractor shall mutually establish vehicle numbers and tare weights for the collection vehicles. All City vehicles shall have established tare weights that eliminate the need to weigh collection vehicles twice. The Contractor shall provide the City with suitable evidence of the normal maintenance and calibration of the scales used for weighing collection vehicles in the form of an annual certificate of accuracy. A copy of the certificate shall be posted near the scales.

6. Receiving and Processing.

6.1 Receipt of Materials. Contractor will receive the Recyclable Materials at the MRF from 7:00 a.m. to 4:00 p.m., Monday through Friday and on Saturdays from 7:00 a.m. to 3:00 p.m. Alternative schedules may be established by mutual agreement of the City and the Contractor.

6.2 Turnaround Times. Contractor will exercise reasonable efforts, subject to the design capacity of the MRF with respect to the number of trucks that can be unloaded at the same time, not to exceed the average turnaround time of four to nine minutes between the arrival of a City truck at the MRF and the weighing and unloading of that truck. The City acknowledges that these parameters may be exceeded if many trucks arrive at the MRF at approximately the same time or if delays are caused by the discovery in delivered Recyclable Materials of Regulated Wastes that require special handling or response.

6.3 Rejects Identification Process. Contractor shall individually inspect loads delivered by the City for purposes of identifying and recording Excess Rejects. If the Contractor identifies more than 20% of all loads delivered by the City within a calendar month contain Excess Rejects (an "Excedence"), the Contractor shall (A) notify the City of the Excedence and

(B) work with the City to identify the source of the Rejects and develop a promotional and education plan to achieve corrected participation. If after the City and the Contractor's coordinated efforts, the Contractor continues to identify truck loads containing Excess Rejects, to the extent of an Excedence, the Contractor may, within reasonable discretion, reject such loads. Contractor shall make available to the City upon request any information or records in its possession relating to the actual percentage of Rejects contained in the waste stream of materials received from the City.

6.4 Transport and Disposal of Rejects. Contractor, at its expense, will transport all Rejects to the Republic Waste Services – Paradise Waste Transfer Station located at 4845 West Lower Buckeye Road, Phoenix, Arizona 85326 or other licensed facility approved by the City.

7. Regulated Waste.

7.1 Due Diligence. The City shall exercise reasonable efforts to prevent the delivery of Regulated Waste to the Contractor and the City shall comply with all applicable laws relating to Regulated Waste.

7.2 Notification and Removal Process. Contractor shall, upon recognizing that a delivery contains Regulated Waste, have the right to report the condition to the City by telephone or in writing, in which case the City shall promptly pick up the Regulated Waste from the MRF and dispose of it in accordance with applicable law at no expense to Contractor. The Contractor shall use reasonable efforts to continue operation of the MRF without interruption pending such removal.

8. Marketing and Sale of Recyclable Materials. Contractor's profit will come from the resale of the Recyclable Materials. Accordingly, Contractor will exercise reasonable efforts to market the Recyclable Materials generated at the MRF to customers and brokers who provide stable marketing arrangements. All proceeds from the sale of Recyclable Materials shall belong to the Contractor. Contractor agrees to keep records of its marketing activities and sales. The City shall have the right to review these records at mutually convenient times on reasonable advance notice to the Contractor.

9. Reporting and Inspection.

9.1 Monthly Reporting. Contractor shall provide, with the payment required pursuant to Section 4 above, a summary of operations with respect to the Billing Month to which the payment applies, including (A) the tonnage of Recyclable Materials delivered and (B) the tonnage of Rejects.

9.2 Audits; Reports. Contractor shall conduct periodic materials composition analyses and annual contamination rate audits and provide reports of such as requested by the City.

10. Documents. All documents prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

11. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this Agreement. Contractor agrees to assign specific individuals to key positions. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

12. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.

13. Licenses; Materials. Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor. The City has no obligation to provide Contractor, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Contractor.

14. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

15. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

16. Insurance.

16.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A-

or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Contractor. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

E. Primary Insurance. Contractor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

F. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

G. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

H. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

I. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion of the Services and the City's acceptance of the Contractor's work or services and as evidenced by annual certificates of insurance. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP number and title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFP number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFP number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Contractor's insurance shall be primary insurance as respects performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against the City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.

(4) A 30-day advance notice cancellation provision. If ACORD certificate of insurance form is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

## 16.2 Required Insurance Coverage.

A. Commercial General Liability. Contractor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 for each occurrence on Contractor’s owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

C. Professional Liability. Intentionally omitted.

D. Workers’ Compensation Insurance. Contractor shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor’s employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

16.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled or be materially changed without 30 days’ prior written notice to the City.

17. Termination; Cancellation.

17.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of 30 days' written notice from the City. Upon termination for convenience, Contractor shall be paid for all undisputed services performed to the termination date.

17.2 For Cause. This Agreement may be terminated by either party upon 30 days' written notice should the other party fail to substantially perform in accordance with this Agreement's terms, through no fault of the party initiating the termination. Prior to exercising its right to terminate for cause, a party shall provide the non-performing party with a reasonable opportunity to cure (not to exceed 30 days) its failure to perform under this Agreement. In the event of such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

17.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Contractor in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

17.4 Conflict of Interest. This 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 this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

17.5 Gratuities. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor an amount equal to 150% of the gratuity.

17.6 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.

18. Miscellaneous.

18.1 Independent Contractor. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. The Contractor, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Contractor meets the requirements of its agreed Scope of Work as set forth in Section 3 above. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. The City and Contractor do not intend to nor will they combine business operations under this Agreement.

18.2 Applicable Law; Venue. 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 Maricopa County, Arizona.

18.3 Laws and Regulations. Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future City and County ordinances and regulations; (B) existing and future State and Federal laws; and (C) existing and future Occupational Safety and Health Administration standards.

18.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.

18.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

18.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

18.7 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social

Security payments will not be withheld from any City payments issued hereunder and Contractor agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

18.8 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

18.9 Assignment. No right or interest in this Agreement shall be assigned by Contractor without prior, written permission of the City signed by the City Manager and no delegation of any duty of Contractor shall be made without prior, written permission of the City signed by the City Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor.

18.10 Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the material or services specified herein without the prior written approval of the City. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used.

18.11 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement 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.

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

18.13 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

18.14 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Contractor any amounts Contractor owes to the City for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

18.15 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 West 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 East Washington Street, Suite 1600  
Phoenix, Arizona 85004-2553  
Facsimile: (602) 254-4878  
Attn: Andrew J. McGuire, Esq.

If to Contractor: Friedman Recycling Company, Corp.  
3640 West Lincoln Street  
Phoenix, Arizona 85009  
Facsimile: (602) 269-7521  
Attn: David Friedman

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 subsection. 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 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.

18.16 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement.

18.17 Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under subsection 18.18 below, Contractor's and its subcontractors' 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 (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 subsection 18.18 below. To the extent necessary for the City to audit Records as set forth in this subsection, 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 subsection. 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 subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

18.18 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 subcontractors' 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.

18.19 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 pursuant to subsection 17.2 above.

18.20 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Fee Proposal, the RFP and the Contractor's Proposal, the documents shall govern in the order listed herein.

18.21 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

18.22 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Contractor. Contractor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Contractor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

[SIGNATURES ON FOLLOWING PAGES]

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

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
  ) ss.  
COUNTY OF MARICOPA    )

This instrument was acknowledged before me on \_\_\_\_\_, 2012,  
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

(affix notary seal here)

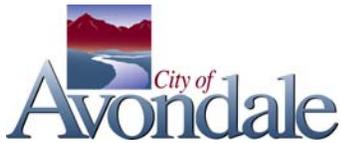
[SIGNATURES CONTINUE ON FOLLOWING PAGE]



EXHIBIT A  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
FRIEDMAN RECYCLING COMPANY, CORP.

[RFP]

See following pages.



**REQUEST FOR PROPOSALS  
FOR  
RECYCLABLE MATERIALS PROCESSING SERVICES**

City of Avondale  
11465 West Civic Center Drive  
Avondale, Arizona 85323

**SOLICITATION INFORMATION AND SELECTION SCHEDULE**

Solicitation Number: **PW 12-049**

Solicitation Title: **Recyclable Materials Processing Services**

Release Date: **March 6, 2012**

Advertisement Dates: **March 6, & 13, 2012 – West Valley View  
March 8, 2012 – Arizona Business Gazette**

**NON-MANDATORY**

Pre-Submittal Conference: **March 13, 2012  
10:00 a.m. (local-time, Phoenix, Arizona)  
Council Chambers  
11465 West Civic Center Drive  
Avondale, Arizona 85323**

Final Date for Inquiries: **March 20, 2012**

Proposal Due Date and Time: **April 5, 2012  
3:00 p.m. (local time, Phoenix, Arizona)**

Shortlist Announced for Oral Interviews: **April 15, 2012**

Oral Interviews (if necessary): **April 18, 2012**

Target City Council Award Date: **May 7, 2012**

Anticipated Agreement Start Date: **May 8, 2012**

RFP Administrator: **Loretta Browning      lbrowning@avondale.org  
623-333-2029**

- \* In the event that a Vendor cannot be selected based solely on Proposals submitted, Oral Interviews may be conducted at the City's sole discretion.
- \*\* The City of Avondale reserves the right to amend the solicitation schedule as necessary.

**Table of Contents**

Page			
I.	RFP Process, Award of Agreement	1	
II.	Proposal Format; Scoring	6	
III.	Oral Interviews; Scoring	9	
IV.	Vendor Information Form	10	

**I. RFP PROCESS; AWARD OF AGREEMENT**

1. Purpose; Scope of Work. The City of Avondale is issuing this Request for Proposals (this “RFP”) seeking proposals (“Proposals”) from qualified, licensed firms (“Vendors”) for the acceptance, processing and marketing and /or transfer of Recyclable Materials (the “Services”) under a revenue sharing plan as more particularly described herein. In accordance with the City’s Procurement Code, the City will accept sealed Proposals for the Services specified.

1.1 Background. The City has developed and implemented a curbside recycling program serving approximately 20,300 single family households, and offers additional recycling services including drop-off containers in locations throughout the City, a City office recycling program, a commercial recycling program currently serving 20 schools and over 30 business establishments (collectively, the “Program”) that has been very successful. Through education and inspection efforts, the City is committed to increasing the quantity and quality of curbside recycling in Avondale. The City currently operates a single-stream Program utilizing a fleet of 12 side-load sanitation trucks and one 52’ transfer truck to collect, haul and deliver recyclable materials. The City collects an average of 5,000 tons of co-mingled recyclable materials annually. The City collects the recyclable materials from its customers each Thursday and Friday from 5:00 a.m. to 1:30 p.m. The City currently accepts the following materials in the Program: mixed paper products, cardboard, cartons, chipboard, newspaper, glass, plastics #1-#7 (excluding Styrofoam), aluminum, and steel/tin cans (the “Recyclable Materials”). The City is seeking Proposals from qualified Vendors for the processing of Recyclable Materials. The collected Recyclable Materials will be delivered by the City to the selected Vendor’s Materials Recycling Facility(ies) (the “MRF”). The City anticipates entering into an Agreement for the Services for a term of one year, with up to four renewal terms.

1.2 Minimum Requirements. The selected Vendor must meet the following minimum qualification requirements:

A. The Vendor’s MRF(s) must be capable of accommodating City’s vehicle fleet and be operational to receive Recyclable Materials from 7:00 a.m. to 4:00 p.m., Monday through Friday, and on Saturday from 7:00 a.m. to 3:00 p.m. Alternative holiday schedules may be established by mutual agreement of the parties.

B. The Vendor must have a qualified MRF(s) (or shall have prior to award of an Agreement) with sufficient capacity to accept City’s deliveries of Recyclable Materials, accessible within a travel time of no more than 30 minutes (one way) via public transportation, to all City facilities served within the service area.

C. At a minimum, the Vendor’s MRF must accept the following materials:

- (i) Aluminum
- (ii) Steel/tin cans

- (iii) Newspaper
- (iv) Mixed paper
- (v) Chipboard
- (vi) Cartons
- (vii) Cardboard
- (viii) Plastic containers #1 through #7 (excluding Styrofoam)
- (ix) Glass

D. The Vendor must have certified scale(s) at all its MRF(s) sufficient to weigh Recyclable Materials delivered by the City pursuant to an Agreement awarded as a result of this solicitation.

(i) Evidence of normal maintenance and calibration of the scales performed in accordance with the manufacturer's recommendations will be required and the selected Vendor must (a) submit an annual certificate of accuracy to City and (b) post a copy of such certificate near the scales.

(ii) The City will work with the selected Vendor to establish vehicle numbers and tare weight. All City's vehicles should have tare weights so that refuse vehicles do not need to be weighed twice.

E. The selected Vendor will be required to (i) conduct annual contamination rate audits, (ii) conduct materials composition analyses and (iii) provide reports with respect to same as deemed necessary by the City. Additionally, the Vendor will be required to provide monthly tonnage reports to the City.

2. Preparation/Submission of Proposal. Vendors are invited to participate in the competitive selection process for the Services outlined in this RFP. Responding parties shall review their Proposal submissions to ensure the following requirements are met.

2.1 Irregular or Non-responsive Proposals. The City shall consider as "irregular" or "non-responsive" and reject any Proposal not prepared and submitted in accordance with this RFP, or any Proposal lacking sufficient information to enable the City to make a reasonable determination of compliance to the minimum qualifications. Unauthorized conditions, limitations, or provisions shall be cause for rejection. Proposals may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the City:

A. Vendor does not meet the minimum required skill, experience or requirements to perform or provide the Service.

B. Vendor has a past record of failing to fully perform or fulfill contractual obligations.

C. Vendor cannot demonstrate financial stability.

D. Vendor's Proposal contains false, inaccurate or misleading statements that, in the opinion of the City Manager or authorized designee, is intended to mislead the City in its evaluation of the Proposal.

2.2 Submittal Quantities. Interested Vendors must submit **one (1) original and five (5) copies (six (6) total submittals)** of the Proposal. In addition, interested parties must submit **one (1) original copy** of the Proposal on a CD-ROM (or electronic media approved by the City) in printable Adobe or Microsoft Word format (or other format approved by the City). Failure to adhere to the submittal quantity criteria shall result in the Proposal being considered non-responsive.

2.3 Required Submittal. The Proposal shall be submitted with a cover letter with an **original ink signature** by a person authorized to bind the Vendor. Proposals submitted without a cover letter with an **original ink signature** by a person authorized to bind the Vendor shall be considered non-responsive. The Proposal shall be a maximum of **fifteen (15)** pages to address the Proposal criteria (excluding resumes and the Vendor Information Form, but including the materials necessary to address project understanding, general information, organizational chart, photos, tables, graphs, and diagrams). Each page side (maximum 8 1/2" x 11") with criteria information shall be counted. However, one page may be substituted with an 11" x 17" sheet of paper, folded to 8 1/2" x 11", showing a proposed project schedule or organizational chart and only having information on one side. Cover, back, table of contents and tabs may be used and shall not be included in the page count, unless they include additional project-specific information or Proposal criteria responses. The minimum allowable font for the Proposal is **11 pt, Arial or Times New Roman**. Failure to adhere to the page limit, size and font criteria shall result in the Proposal being considered non-responsive. Telegraphic (facsimile), electronic (e-mail) or mailgram Proposals will not be considered.

2.4 Vendor Responsibilities. All Vendors shall (A) examine the entire RFP, (B) seek clarification of any item or requirement that may not be clear, (C) check all responses for accuracy before submitting a Proposal and (D) submit the entire Proposal by the Proposal Due Date and Time. Late Proposals will not be considered. A Vendor submitting a late Proposal shall be so notified. Negligence in preparing a Proposal confers no right of withdrawal after the Proposal Due Date and Time.

2.5 Sealed Submittals. All Proposals shall be sealed and clearly marked with the RFP number and title, **(PW 12-049) Recyclable Materials Processing Services**, on the lower left hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Proposal. The City is not responsible for the pre-opening of, post-opening of, or the failure to open, any Proposals not properly addressed or identified.

2.6 Pricing. The Vendor shall submit the same number of copies of the Pricing Proposal as described in Article I, Section 2.2 above in a separate, sealed envelope enclosed with the Vendor's Proposal. The Pricing Proposal shall clearly delineate the Vendor's formula for sharing revenue collected by the Vendor from the sale of the City's Recyclable Materials. The Vendor's Pricing Proposal shall be all-inclusive, such that the Vendor shall not

be entitled to any fees for its service beyond the portion of collected revenues retained by the Vendor. In addition to the revenue sharing model, Vendor may propose an alternate cost-per-transaction fee proposal.

2.7 Address. All Proposals shall be directed to the following address: City Clerk, 11465 West Civic Center Drive, Suite 200, Avondale, Arizona 85323, or hand-delivered to the City Clerk's office by the Proposal Due Date and Time indicated on the cover page of this RFP.

2.8 Pricing Errors. If price is a consideration and in case of error in the extension of prices in the Proposal, the unit price shall govern. Periods of time, stated as number of days, shall be calendar days.

2.9 Proposal Irrevocable. In order to allow for an adequate evaluation, the City requires the Proposal to be valid and irrevocable for **90** days after the Proposal Due Date and Time indicated on the cover of this RFP.

2.10 Amendment/Withdrawal of Proposal. At any time prior to the specified Proposal Due Date and Time, a Vendor (or designated representative) may amend or withdraw its Proposal. Any erasures, interlineations, or other modifications in the Proposal shall be initialed in **original ink** by the authorized person signing the Proposal. Facsimile, electronic (e-mail) or mailgram Proposal amendments or withdrawals will not be considered. No Proposal shall be altered, amended or withdrawn after the specified Proposal Due Date and Time.

3. Cost of Proposal Preparation. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Proposals submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Vendor is responsible for all costs incurred in responding to this RFP. All materials and documents submitted in response to this RFP become the property of the City and will not be returned.

#### 4. Inquiries.

4.1 Written/Verbal Inquiries. Any question related to the RFP shall be directed to the RFP Administrator whose name appears on the cover page of this RFP. Questions shall be submitted in writing or via e-mail by the close of business on the Final Date for Inquiries indicated on the cover page of this RFP or submitted verbally (A) at the Pre-Submittal Conference on the date indicated on the cover page of this RFP (if such Pre-Submittal Conference is held) or (B) after the Pre-Submittal Conference but before the Final Date for Inquiries indicated on the cover page of this RFP. In the event the City is closed on the Final Date for Inquiries, the Vendor shall submit the question(s) to the RFP Administrator via e-mail or voicemail. Any inquiries related to this RFP shall refer to the number and title, page and paragraph. However, the Vendor shall not place the RFP number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed Proposal and may not be opened until after the Proposal Due Date and Time.

4.2 Inquiries Answered. Written questions will be read and answered at the Pre-Submittal Conference on the date indicated on the cover page of this RFP. Verbal or telephone inquiries directed to City staff **will not be answered**. Within two (2) business days following the Pre-Submittal Conference, answers to all questions received in writing or via e-mail or verbally at the Pre-Submittal Conference will be mailed, sent via facsimile and/or e-mailed to all parties who obtained an RFP package from the City and who legibly provided their mailing address, facsimile and/or e-mail address to the City. No questions, submitted in any form, will be answered after the Final Date for Inquiries listed on the cover of this RFP.

5. Pre-Submittal Conference. A Pre-Submittal Conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this RFP. This conference may be designated as mandatory or non-mandatory on the cover page of this RFP. Additionally, if the Pre-Submittal Conference is designated as mandatory, failure to attend shall render that Vendor's Proposal non-responsive. Vendors are strongly encouraged to attend those Pre-Submittal Conferences designated as non-mandatory. The purpose of this conference will be to clarify the contents of this RFP in order to prevent any misunderstanding of the City's requirements. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment or addendum to the RFP. Oral statements or instructions will not constitute an amendment or addendum to this RFP. Any addendum issued as a result of any change in this RFP shall become part of the RFP and must be acknowledged in the Proposal submittal. Failure to indicate receipt of the addendum shall result in the Proposal being rejected as non-responsive.

6. Payment Requirements. The selected Vendor will be required to make payment to the City once per month beginning no later than forty-five (45) days after the first day of receipt of Recyclable Materials pursuant to an awarded Agreement. Payment shall be made to City by the 15th of each month.

7. Federal Excise Tax. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

8. Public Record. All Proposals shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.

9. Confidential Information. If a Vendor believes that a Proposal or protest contains information that should be withheld from the public record, a statement advising the RFP Administrator of this fact shall accompany the submission and the information shall be identified. The information identified by the Vendor as confidential shall not be disclosed until the Procurement Agent makes a written determination. The Procurement Agent shall review the statement and information and shall determine in writing whether the information shall be withheld. If the Procurement Agent determines to disclose the information, the RFP Administrator shall inform the Vendor in writing of such determination.

10. Vendor Licensing and Registration. Prior to the award of the Agreement, the successful Vendor shall (i) be licensed with the Arizona Corporation Commission to do business in Arizona and (ii) have a completed Request for Vendor Number on file with the City Financial Services Department. The Vendor shall provide the licensure information with the Proposal. Corporations and partnerships shall be able to provide a Certificate of Good Standing from the Arizona Corporation Commission.

11. Certification. By submitting a Proposal, the Vendor certifies:

11.1 No Collusion. The submission of the Proposal did not involve collusion or other anti-competitive practices.

11.2 No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.

11.3 No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City employee, officer or agent in connection with the submitted Proposal. It (including the Vendor's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the City Manager, Assistant City Managers, Department Heads, and other City staff. All contact must be addressed to the City's Procurement Agent, except for questions submitted as set forth in Section 4, Inquiries, above. Any attempt to influence the selection process by any means shall void the submitted Proposal and any resulting Agreement.

11.4 Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Agreement.

11.5 No Signature/False or Misleading Statement. Failure to sign the Proposal, or signing it with a false or misleading statement, shall void the submitted Proposal and any resulting Agreement.

12. Award of Agreement.

12.1 Selection. A Selection Committee composed of representatives from the City will conduct the selection process according to the schedule listed on the cover page of this RFP. Proposals shall be opened at the time and place designated on the cover page of this RFP. The name of each Vendor and the identity of the RFP for which the Proposal was submitted shall be publicly read and recorded in the presence of witnesses. PRICES SHALL NOT BE READ. The Selection Committee shall award the agreement to the responsible and responsive Vendor whose Proposal is determined, in writing, to be the most advantageous to the City and best meets

the overall needs of the City taking into consideration the evaluation criteria set forth in this RFP. The amount of applicable transaction privilege or use tax of the City shall not be a factor in determining the most advantageous Proposal. After the City has entered into an Agreement with the successful Vendor, the successful Proposal and the scoring documentation shall be open for public inspection.

12.2 Line Item Option. Unless the Proposal states otherwise, or unless otherwise provided within this RFP, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

12.3 Multiple Award. The City, at its sole discretion, may elect to enter into Agreements with multiple Vendors who are qualified to provide the Services. The final terms and conditions of the proposed Agreement will be negotiated by the City with the successful offerors.

12.4 Form of Agreement. The selected Vendor will be required to execute a Agreement for the Services in a form acceptable to the City Attorney. If the City is unsuccessful in negotiating an Agreement with the highest-scoring Vendor, the City may then negotiate with the second, then third, highest-scoring Vendor until an Agreement is executed. City Council approval may be required. The City reserves the right to terminate the selection process at any time.

12.5 Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFP, the City expressly reserves the right to: (A) waive any immaterial defect or informality, (B) reject any or all Proposals or portions thereof and (C) reissue an RFP.

12.6 Protests. Any Vendor may protest this RFP issued by the City, the proposed award of an Agreement, or the actual award of an Agreement. All protests will be considered in accordance with the City Procurement Code.

13. Offer. A Proposal is an offer to contract with the City based upon the terms, conditions and specifications contained in this RFP and the Vendor's responsive Proposal, unless any of the terms, conditions, or specifications is modified by a written addendum or agreement amendment. Provided, however, that no contractual relationship shall be established until the Vendor has signed, and the City has approved, an agreement between the City and the Vendor in the form acceptable to the City Attorney.

**II. PROPOSAL FORMAT; SCORING**

Upon receipt of a Proposal, each submission will be reviewed for compliance with the Proposal requirements by the Selection Committee. Proposals shall be organized and submitted in the format as outlined below. Failure to conform to the designated format, standards and minimum requirements shall result in a determination that the Proposal is non-responsive. The Selection Committee will evaluate and award points to each Proposal based upon the evaluation criteria as outlined in this document. Points listed below are the maximum number of points possible for each criteria and not the minimum number that the Selection Committee may award. If necessary, the Selection Committee may conduct oral interviews with at least three (3) of the highest ranked Vendors based upon the Proposal submittal scoring.

**Section 1: General Information**

**10 pts**

- A. One page cover letter as described in Section I, 2.3.
- B. Explain the legal organization of the Vendor. Provide identification information of the Vendor. Include the legal name, address, identification number and legal form of the Vendor (e.g., partnership, corporation, joint venture, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all of the information required under this section for each member. If the Vendor is a wholly owned subsidiary of another company, identify the parent company. Provide the name, address and telephone number of the person to contact concerning the Proposal.
- C. Identify the location of the Vendor's principal office and the local work office, if different. Identify the location(s) of the Vendor's MRF, if different.
- D. Provide a general description of the Vendor that is proposing to provide the Services, including number of years in business.
- E. Identify any contract or subcontract held by the Vendor or officers of the Vendor that have been terminated within the last five (5) years. Briefly describe the circumstances and the outcome.
- F. Identify any claims arising from a contract which resulted in litigation or arbitration within the last five (5) years. Briefly describe the circumstances and the outcome.
- G. Provide a list of all notices of violations, corrective action notices, enforcement actions or orders, warning notices, or other forms of permit violation/non-compliance documentation in the past five (5) years from public agencies related specifically to the Vendor and the MRF.
- H. Vendor Information Form (may be attached as separate appendix).

**Section 2: Experience and Qualifications of the Vendor**

**15 pts**

A. Provide a detailed description of the Vendor's experience in providing recyclable materials processing services to municipalities or other entities of a similar size to the City ; specifically relating experience with respect to revenue sharing arrangements.

B. Provide a list of at least three (3) organizations of a similar size or similar operation to the City for which work has been performed. The information required pursuant to this section must be current, as it will be used to verify references. Inability of the City to verify references shall result in the Proposal being considered non-responsive. The list shall include, at a minimum, the following:

- (i) Name of municipality or organization.
- (ii) Contact name.
- (iii) Contact address, telephone number and e-mail address.
- (iv) Type of services provided.
- (v) Dates of services provided.
- (vi) For recyclable materials processing services, indicate the number of tons processed per year.

C. Identify each key personnel member that will render services to the City including title and relevant experience required, including the proposed Customer Service Manager.

D. Indicate the roles and responsibilities of each key position. Include senior members of the Vendor only from the perspective of what their role will be in providing services to the City.

E. If a subcontractor will be used for all work of a certain type, include information on this subcontractor. A detailed plan for providing supervision must be included.

F. Attach a résumé and evidence of certification(s), if any, for each key personnel member and/or subcontractor to be involved in this project. Résumés should be attached together as a single appendix at the end of the Proposal and will not count toward the Proposal page limit.

**Section 3: Project Approach**

**45 pts**

A. Describe the Vendor's approach to performing the required Services described in this RFP and its approach to contract management, including its perspective and experience on revenue sharing, customer service, quality control, scheduling and staff.

B. Provide a list of the materials accepted by the Vendor at the MRF for processing. At a minimum the MRF must accept the following materials:

- (i) Aluminum

- (ii) Steel/tin cans
- (iii) Newspaper
- (iv) Mixed paper
- (v) Chipboard
- (vi) Cartons
- (vii) Cardboard
- (viii) Plastic containers #1 through #7 (excluding Styrofoam)
- (ix) Glass

C. Provide the name, location, operating days/hours, general description and staffing plan of the MRF(s) where Recyclables Materials delivered by, or on behalf of the City will be processed.

D. Describe and provide a diagram of the MRF, including unloading site description, interior height, ingress and egress pathways and dimensions of vehicle access points, scale house and scale description. Indicate the MRF's throughput and storage capacities. Provide estimated turnaround time for vehicles delivering materials.

E. Describe operating procedures, particularly those procedures related to inspection and handling of hazardous materials inadvertently delivered to the MRF.

F. Provide information with respect to material contamination limits, if any. Indicate any proposed financial penalties and/or actions to be taken by the Vendor in the event of the City exceeds such proposed contamination limits.

G. Provide the name and address of the landfill to be utilized to dispose of residuals.

H. Provide detailed information with respect to quality control methods, complaint management and resolution procedures.

I. Submit a copy of an emergency plan detailing those actions which the Vendor is prepared to take to address emergency situations such as fire, strike, natural disaster or hazardous/toxic spill which would require a deviation from normal operating procedures.

J. Describe any other measures or procedures, not referenced in response to the specific questions identified above, that are proposed to enhance the level of service to be provided by Vendor.

K. Describe Vendor's experience and ability to sell Recyclable Materials from the City for the highest possible amount of revenue.

L. Provide a proposed process and timeline for start-up of Services within one month of award of an Agreement.

**Section 4: Pricing**

**30 pts**

A. Vendor shall submit the same number of copies of the Pricing Proposals as described in Section I, 2.6 in a separate, sealed envelope enclosed with the Vendor's Proposal with the signature of the representative of the Vendor who is authorized to make such an offer. The Pricing Proposal must be provided in the format attached hereto as Exhibit A and incorporated herein by reference. Vendor shall propose the unit price it will pay for the Recyclable Materials delivered to its MRF. The City recommends that the Vendor's price be a fixed price, or tied to a measurable benchmark or index that includes a floor/base price. Vendors proposing index based pricing shall propose a unit price based on market conditions, and explain how the unit pricing is to be adjusted through the term of the Agreement. Greater evaluation weight will be given to a Proposal that either includes a fixed price or a guaranteed floor/base price.

B. Identify any charges to the City associated with the disposal of any residual non-recyclable materials.

C. Vendor shall identify any other charges, cost or fees to the City associated with the Services.

D. The Vendor is encouraged to submit alternative pricing for any other alternative approach that would favorably impact the City's Program, or pricing and net revenue to the City.

**Total Possible Points for Proposal:**

**100**

III. ORAL INTERVIEWS; SCORING

In the event that a Vendor cannot be selected based solely on the Proposals submitted, up to three Vendors may be selected for oral interviews. The selected Vendors will be invited to participate in discussions with the Selection Committee on the date indicated on the cover page of this RFP and awarded points based upon the criteria as outlined below. Vendors may be given additional information for these oral interviews. These discussions will relate less to the past experience and qualifications already detailed in the Proposals and relate more to identification of the Vendor's project approach and to an appraisal of the people who would be directly involved in this Services for this RFP.

**Oral Interview**

- 10 General Information
- 15 Experience and Qualifications of the Vendor
- 45 Project Approach
- 30 Pricing
- 100 Total Possible Points for Oral Interview**

**Total Points Possible for this RFP:**

**200**

**IV. VENDOR INFORMATION FORM**

By submitting a Proposal, the submitting Vendor certifies that it has reviewed the entire RFP, any administrative information and, if awarded the Agreement, agrees to be bound thereto.

---

\_\_\_\_\_  
VENDOR SUBMITTING PROPOSAL

\_\_\_\_\_  
FEDERAL TAX ID NUMBER

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
ADDRESS      TELEPHONE

\_\_\_\_\_  
FAX      #

\_\_\_\_\_  
CITY   STATE      ZIP      DATE

\_\_\_\_\_  
WEB SITE:      E-MAIL

\_\_\_\_\_  
ADDRESS: \_\_\_\_\_

---

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

- \_\_\_\_\_ Small Business Enterprise (SBE)
- \_\_\_\_\_ Minority Business Enterprise (MBE)
- \_\_\_\_\_ Disadvantaged Business Enterprise (DBE)
- \_\_\_\_\_ Women-Owned Business Enterprise (WBE)

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise?

If yes, please provide details and documentation of the certification.

---

EXHIBIT A  
TO  
REQUEST FOR PROPOSALS NO. PW 12-049

(Pricing Proposal)

See following page.

## PRICING PROPOSAL

In consideration of delivery of single-stream Recyclable Materials collected by the City and delivered to the Vendor for subsequent processing and sale by Vendor, **complete the worksheet below to describe a proposed a revenue sharing plan for monies received from the sale of the City's Recyclable Materials.**

- Please base estimate on 400 tons of co- mingled Recyclable Materials delivered per month.
- Net revenue shall never be less than zero regardless of market conditions.
- The selected Vendor will be required to make payment to the City once pe r month beginning no later than forty- five (45) days a fter the firs t day of re ceipt of Recyclable Materials pursuant to an awar ded Agreement. Payment shall be made to City by the 15th of each month.

**Under the proposed Pricing Plan, complete the table below to estimate payment Vendor would provide to the City for Recyclable Materials delivered.**

Monthly	Amount
1. Base Payment per ton of co-mingled Recyclable Materials delivered:	_____
2. Additional Payment based on index pricing	
• Describe in detail the proposed payment calculation	_____
3. Other Payment based on single commodity pricing	_____
4. Tipping Fee charged	_____
5. Other taxes/fees charged	_____
Total payment	_____

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT B  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
FRIEDMAN RECYCLING COMPANY, CORP.

[Contractor's Proposal]

See following pages.



Phoenix · Tucson · El Paso

3640 W Lincoln St  
Phoenix, AZ 85009

[FriedmanRecycling.com](http://FriedmanRecycling.com)

tel 602 269-9324  
fax 602 269-7521

Recycling

Secure Data Destruction

Waste Removal

April 4<sup>th</sup>, 2012

Loretta Browning  
City of Avondale  
Purchasing Department  
11465 W. Civic Center Drive  
Avondale, AZ 85232

Re: RFP # PW 12-049 *Recyclable Materials Processing Services*

Dear Ms. Browning:

Enclosed please find Friedman Recycling Company's response to the City of Avondale's RFP # PW 12-049.

Friedman Recycling is a locally based, family owned and operated business that has been serving the Arizona community for over 34 years. We specialize in providing single stream materials processing services for municipalities and businesses.

We appreciate the opportunity to bid on providing this important service to the City of Avondale. If you have any questions or concerns regarding our submittal, please do not hesitate to contact me at (602) 484-4966.

Thank you for your consideration.

Sincerely,  


David Friedman  
CEO



## Section 1: General Information

### B. – Legal Organization

This proposal is submitted by Friedman Recycling Company, Inc. (FRC), FEIN #86-0329578. FRC is a privately held, sub-chapter S corporation, formed in Arizona in 1977. The company was founded by Abraham Friedman and is now owned & operated by Abe's two sons, Morris & David Friedman.

Corporate offices are located at 3640 W. Lincoln St. Phoenix, AZ 85009.

Questions or concerns regarding this proposal should be directed to:

David Friedman, CEO                      3640 W. Lincoln St. Phoenix, AZ 85009  
(602) 484-4966                              [DFriedman@FriedmanRecycling.com](mailto:DFriedman@FriedmanRecycling.com).

### C. – Principal Location

FRC's principal office, local work office, and MRF are all located at 3640 W. Lincoln St. Phoenix, AZ 85009.

### D. – General Description

Friedman Recycling is a family owned & operated business which has been serving the Phoenix community for over 34 years. Founded as a local neighborhood buy-back center in southwest Phoenix, Friedman has consistently grown to become one of the largest private recycling companies in the Southwestern United States. Friedman provides comprehensive single stream recycling, solid waste hauling and certified security shredding services. Friedman Recycling operates facilities in Phoenix, Tucson, El Paso, Las Cruces and Albuquerque.

### E. – Terminated Contracts

Friedman Recycling, or any of its affiliates or officers, have not had any contracts or subcontracts terminated in the last five years.

### F. – Claims Arising from a Contract

Friedman Recycling has not had any claims from a contract resulting in litigation or arbitration within the last five years.

### G. – Permit Violations

Friedman Recycling has not had any public agency permit violations/non-compliance documentation in the past five years.



## H. – Vendor Information Form

Please see Friedman’s completed Vendor Information Form attached as Appendix A.

## Section 2: Experience and Qualifications of the Vendor

### A. - Municipal Experience

Friedman Recycling has been processing single stream recyclables for over 15 years. Since that time, Friedman has processed recyclables from numerous cities, including: City of Albuquerque, City of Tucson, City of El Paso, City of Las Cruces, City of Goodyear, City of Casa Grande, Sun City, City of Phoenix/Anthem, Town of Gilbert, City of Chandler, City of Sierra Vista, City of Douglas, City of El Mirage, City of Surprise, Town of Buckeye, Town of Paradise Valley, Fountain Hills, and numerous other Cities and commercial entities.

Friedman processes(d) varying degrees of commingled recyclables depending upon each municipality’s specifications, including all old newspapers, mixed paper, magazines, office paper, cardboard, plastics #1 - #7, aluminum cans, tin cans, and glass. Friedman has utilized many variations of revenue sharing arrangements, each custom designed based upon the preferences and requirements of each municipality. However, most include Friedman offering the city a guaranteed rate of return based upon volume, with additional revenue sharing opportunity available based upon market conditions.

### B. – Municipal References

#### 1. City of El Paso - Ellen Smyth, Director of Environmental Services

7969 San Paulo Drive, El Paso, TX 79907 (915) 621-6702 SmythEA@EIPasoTexas.gov

Friedman Recycling processes all of the single stream recyclables collected by the City of El Paso. The City provides curbside collection to each of its 170,000 single family homes and delivers the materials to Friedman’s automated MRF in El Paso. The recyclables accepted include: newspaper, cardboard, chipboard, office paper, mixed paper, books, plastics #1-#7, aluminum cans, tin cans, scrap metal, plastic bags, and aseptic packaging. Friedman processes approximately 38,000 tons per year for the City of El Paso. Friedman pays the City a fixed rate for each ton of recyclables delivered to the MRF. Friedman is currently in its 5<sup>th</sup> year of a 15 year contract with the City of El Paso. **Please find letters of support from John Cook, Mayor of El Paso, and Ellen Smyth, Director of Environmental Services attached as Appendix B.**



**2. City of Albuquerque – Jill Holbert – Director of Solid Waste**

4600 Edith N.E. Albuquerque, NM 87107 (505) 761-8342 JHolbert@CABQ.gov.

Friedman Recycling processes all of the single stream recyclables collected by the City of Albuquerque. The City provides curbside collection to its single family homes and delivers the materials to a City operated transfer station. Friedman picks up the recyclables utilizing its own fleet of transfer trucks and is temporarily hauling all of the materials to Friedman's automated MRF in El Paso. Friedman is in the process of constructing a new, state-of-the-art automated single stream MRF in Albuquerque. Upon completion, the facility will incorporate 11 acres, 70,000 sqft warehouse and an advanced 30 tons per hour BHS sorting system. The recyclables accepted include: newspaper, cardboard, chipboard, office paper, mixed paper, books, plastics #1-#7, aluminum cans, tin cans, scrap metal, plastic bags, aseptic packaging, pots & pans and small e-waste. Friedman currently processes approximately 22,000 tons per year for the City of Albuquerque with an anticipated volume of over 42,000 tons per year upon full program roll out. Upon full contract implementation, Friedman will pay the City a fixed rate based on market conditions for each ton of recyclables delivered to the MRF. Friedman is currently in its 1<sup>st</sup> year of a 12 year contract with the City of Albuquerque.

**3. City of Las Cruces - Patrick Peck, Direct of the South Central Solid Waste Authority**

P.O. Box 1530 Fairacres, NM 88033 (575) 528-3583 PPeck@Las-Cruces.org

Friedman Recycling collects and processes all of the single stream recyclables for the City of Las Cruces. Friedman supplied each of City's 30,000 single family homes with a new 96 gallon blue collection cart. Friedman services each cart with its own automated side load trucks on a bi-weekly schedule. All of the recyclables are delivered to SCSWA's Las Cruces transfer station which then hauls them to Friedman's automated MRF in El Paso. The recyclables accepted include: newspaper, cardboard, chipboard, office paper, mixed paper, books, plastics #1-#7, aluminum cans, tin cans, scrap metal, plastic bags, and aseptic packaging. Friedman processes approximately 7,200 tons per year for the City of Las Cruces. Friedman charges the City a nominal tip fee to process the recyclables and then pays the City a revenue share based upon the current market value of the delivered recyclables. Friedman is currently entering its 2nd year of a 10 year contract (5 year initial term with 5 year renewal) with SCSWA/City of Las Cruces. **Please find a letter of support from Patrick Peck, Director of SCSWA attached as Appendix B.**

**4. Town of Buckeye, Anthem, & Fountain Hills – Chris Coyle, GM – Republic Waste**

4811 W. Buckeye Phoenix, AZ 85034 (602) 442-7285 CCoyle@RepublicServices.com

Friedman Recycling processes all of the single stream recyclables collected by Republic Waste Services for the Town of Buckeye, Anthem & Fountain Hills. Republic provides curbside collection to each of the towns' single family homes and delivers the materials to Friedman's automated MRF in southwest Phoenix. The recyclables accepted include: newspaper, cardboard, chipboard, office paper, mixed paper, books, plastics #1-#7, aluminum cans, tin



cans, scrap metal, plastic bags, aseptic packaging and glass. Friedman processes approximately 5,000 tons per year for Republic. Friedman pays a fixed rate for each ton of recyclables delivered to the MRF. Friedman has been processing Republic Services' recyclables for over five years.

**5. City of Surprise, Sun City, SC West, and Youngtown** – Ryan Taylor, GM Parks & Sons 11217 W. Nevada Youngtown, AZ 85363 (623) 974-4791 RyanTaylor@ParksandSons.com  
Friedman Recycling processes all of the single stream recyclables collected by Parks and Sons for the City of Surprise, Sun City, Sun City-West, and Youngtown. Parks provides curbside collection to each of the City's single family homes and delivers the materials to Friedman's automated MRF in southwest Phoenix. The recyclables accepted include: newspaper, cardboard, chipboard, office paper, mixed paper, books, plastics #1-#7, aluminum cans, tin cans, scrap metal, plastic bags, aseptic packaging and glass. Friedman processes approximately 5,000 tons per year for Parks and Sons. Friedman pays a fixed rate for each ton of recyclables delivered to the MRF. Friedman has been processing Parks and Sons recyclables for over two years.

#### C. - Key Personnel

Friedman has compiled an accomplished team of professionals to service the City of Avondale. Each team member offers extensive experience within the recycling industry and within their respective areas of operational responsibility.

The key personnel responsible for this project include:

##### *Morris Friedman - President/C.O.O*

Morris has worked in the recycling industry, and for Friedman Recycling, for over 20 years. Morris supervises the management of Friedman's plants, hauling division and is responsible for marketing all of Friedman's recyclable materials.

##### *David Friedman - C.E.O.*

David has worked in the recycling industry, and for Friedman Recycling, for over 19 years. David is responsible for establishing the strategic priorities of the company and supervising the management of Friedman's administrative departments, including Accounting, Billing, Customer Service, and Sales.

##### *Bret Burrer - Director of Plant Operations*

Bret has been working in the recycling industry, and for Friedman Recycling, for over 24 years. Bret supervises the daily operations of Friedman's plants which handle almost 200,000 tons of material each year.



*Thomas King - Director of Sales*

Tom King has over six years of recycling and solid waste experience. Tom is responsible for all areas of sales development, account retention, and customer service.

*Mark Singleton - Chief Financial Officer*

Mark has been working in the recycling business, and for Friedman Recycling, for over five years. Mark's current responsibilities include managing all aspects of Friedman's accounting functions, including A/P, A/R, Billing, Collections, Financial Reporting and Compliance.

*Mark Feldman - Senior Sales Representative*

Mark has been working in the recycling/solid waste industry for over 20 years, and for Friedman Recycling for over 10 years. Mark has extensive knowledge designing, implementing, and supporting comprehensive recycling programs.

*Amanda Press - Client Services – Inside Support*

Amanda has been working in the recycling industry, and for Friedman Recycling, for almost five years. Amanda is responsible for managing Friedman's Client Services Desk and Concierge Services, where Friedman clients can call to request any type company assistance. Whether it's obtaining additional services, getting an updated Environmental & Economic Impact Report, or changing service frequencies, Amanda serves as a single-point of contact, who is always on stand-by, to assist clients with their needs.

**D. – Roles & Responsibilities**

Friedman Recycling shall establish an inter-departmental team to ensure all of the needs of the City are met. The Friedman *City of Avondale Team* will be comprised of:

Contract Management: David Friedman

David will serve as the team leader and primary liaison to the City. David will facilitate the actions of the team and ensure all contract requirements are met. He will organize regular Team meetings, be available to meet with the City on a monthly basis, and participate in City wide efforts to promote recycling to achieve the highest possible diversion rates.

Customer Service & Reporting: Thomas King, Mark Feldman, Amanda Press

Tom and his team will be responsible for providing the City with customer service and field support. Amanda will be immediately available by phone or e-mail during extended business hours to assist the City with any requests. Whether related to reporting, accounting, operations, etc, Amanda shall serve as the City's single point of contact for immediate attention to any need. Mark and Tom shall be available to visit the City at anytime to assist in anyway necessary. Employee training, materials examination, program improvement consultations, and overall program promotion and continuous improvement efforts are all areas of expertise that both Mark and Tom will make available to the City. Both Tom and Mark will meet with City



representatives to review Friedman's monthly program reports and strategize on continuous program improvements.

Facility Management: Morris Friedman & Bret Burrer

Morris and Bret will focus on the daily operation of the MRF and the marketing of the City's materials. Bret is responsible for the MRF's daily operations. Morris will provide support and meet regularly with Bret to supervise the running of the facility, efficiency of the City's deliveries and compliance with all maintenance & safety programs. Morris and Bret will develop and execute best practices in the various aspects of program management, including: quality of service, safety training, equipment operation and inventory control.

Financial Management: Mark Singleton

Mark will manage all of the financial components of the contract. His responsibilities will include managing the financial reporting requirements of the contract. Mark will also design and implement audit procedures to ensure accuracy in all areas of the contract execution.

E. Subcontractors

Friedman will not use any subcontractors in the performance of its services under this agreement.

F. Resume's

Please find the resume's of the key personnel discussed above attached as Appendix C.

## **Section 3: Project Approach**

A. – Approach to Performing Required Services

Friedman Recycling's goal is to become an engaged and active partner with the City of Avondale in the support and further development of its single stream recycling infrastructure. Friedman has over 34 years of experience in designing and building recycling programs in Arizona for a large array of clients. Beyond simply complying with the contract requirements, Friedman seeks to put its experience and expertise to work in partnering with the City to develop the most comprehensive and impactful single stream recycling program possible.

Revenue Sharing

Friedman believes its revenue sharing programs should: (i) Maximize the value of the City's recyclables, (ii) Meet the specific preferences & priorities of the City and (iii) Recognize the shared operating expenses of the MRF and spread out the facility's expense burden as broadly as possible. Friedman believes it has achieved these broad goals with its attached pricing proposal for the City of Avondale by presuming the highest possible market valuations in calculating the revenue share, including a provision for the City to earn additional revenue

---

City of Avondale

Solicitation #: PW 12-049 Recyclable Materials Processing Services



should the market outperform Friedman's presumptions, and to the greatest degree feasible, fixing the rebate amount to the highest rate possible in response to the City's stated preferences.

### Customer Service

Friedman believes the contract requirements are the bare minimum of its customer service obligation to the city of Avondale. Beyond simply processing the City's recyclables, Friedman seeks to be the City's partner in the development & support of its world-class single stream recycling program. Friedman's partnership commitment includes its willingness to offer a broad array of additional services, including:

- Collection Containers

Friedman Recycling holds a sizable inventory of recycling collection containers. Its inventory includes a large array of container types suitable for many different collection applications. Friedman shall make its inventory available to the City to facilitate their ability to provide recycling services to as many locations as possible. In addition, if the City requires a specific container type that may not be available within Friedman's existing inventory, Friedman shall acquire the necessary containers and make them available to the City.

- Capital Assistance

Friedman Recycling recognizes that recycling programs are very capital intensive. Friedman has established funds for the specific purpose of capitalizing the hard assets necessary to build and support recycling programs. Friedman shall make this funding available to the City to facilitate their ability to purchase necessary equipment for the growth and development its single stream programs.

- Public Awareness and Promotion Campaign

Educating and motivating the public to enthusiastically participate in the program is one of the most important facets of ensuring the success of a new single stream recycling program. Friedman shall be available to assist the City in the development and funding of an effective public awareness and promotion campaign to ensure the citizens of Avondale embrace the program and participate to the greatest extent possible.

- Recycling Training and Promotional Events

Friedman Recycling shall host recycling training and promotional events upon request by the City. Events include an interactive program with a multi-media presentation outlining the importance and impact of recycling. Special emphasis is placed upon closing the loop by buying recycled content products and the do's & don'ts of the City's recycling program. Events are ideal for commercial account/ school program kickoffs and refresher training to re-invigorate an established program.

- Commercial Waste Audits and Collection Consultation

Friedman Recycling shall perform waste audits and collection consulting services for specific commercial locations upon the City's request. Waste audits include an on-site review of the client's waste stream, composition analysis to determine percent recovery available, and



financial & environmental pro forma to estimate the impact of a recycling program implementation. Collection consulting includes designing the most efficient collection method for the specific client site utilizing many tools, including, but not limited to:

- Generation data by material type
  - Generation data by location within client plant layout
  - Material handling schematic and trash flow chart
  - Value of various recyclables present in waste stream
  - Logistical and access restriction of client site
  - Client staffing availability & capability
  - Timing cycles of client waste generation
  - Potential impact of compaction equipment/automation
  - Restrictions/constraints due to local ordinances
- MRF Tours

Friedman Recycling shall host tours of its Phoenix MRF upon request by the City. Tours provide an up-close view of a day-in-the-life of a recyclable commodity. Visitors are able to observe how recyclables are transformed from a waste material into a raw material for immediate use by a manufacturer. Tours emphasize the importance of collecting clean recyclables and include a presentation of what products are produced from the recyclables collected by the City.

#### Quality Control

On an ongoing basis, Friedman will provide feedback to the City regarding significant issues related to contamination. Friedman's Operations Supervisors have digital cameras as part of their standard company equipment allocation. All Friedman personnel responsible for supervising the delivery of incoming loads have been trained to identify contamination along with any health or safety concern. Upon the identification of excessive contamination, a quality notice will be completed. The notice will include route information, date/time of load receipt, along with photographs documenting specific examples of the contamination.

#### Scheduling & Staffing

Friedman recognizes the foundation of a safe and efficient MRF is the quality and commitment of our team members. Friedman's hiring is focused on recruiting personnel with the proper attitude as well as the proper skill set. Individuals with a positive attitude, focused on helping others, maintaining a safe work environment, and learning are targeted to join our team. Special attention is focused on the MRF's affirmative action plan and Friedman's commitment to maintaining a diverse work force.

Training is emphasized at all levels of employment. The MRF Manager holds monthly training sessions for all employees to discuss a variety of safety and operational issues. Cross training is emphasized throughout all areas of the MRF's operation. Responsive supervision is the



hallmark of Friedman’s MRF management philosophy. Supervisors are expected to mentor, coach, and encourage. It is the role of the MRF supervisors to identify a growth action plan for each team member to ensure that, to the extent possible, everyone has an opportunity to learn, grow and develop.

**B. – Acceptable Materials**

Friedman prides itself on accepting the broadest array of recyclables possible, including:

- Aluminum
- Steel/Tin Cans
- Newspapers
- Chipboard
- Cartons
- Cardboard
- Glass
- Pots & Pans
- Small Metal Appliances
- Aseptic Packaging (milk & juice cartons)
- Plastic Containers #1 - #7 (INCLUDING Styrofoam)
- Mixed Paper (Including Office Paper, Junk Mail, Phone Books, Catalogues, Magazines)

**C. – MRF Location**

Friedman will process the City of Avondale’s recyclables at its Phoenix MRF, located at 3640 W. Lincoln St. Phoenix, AZ 85009.

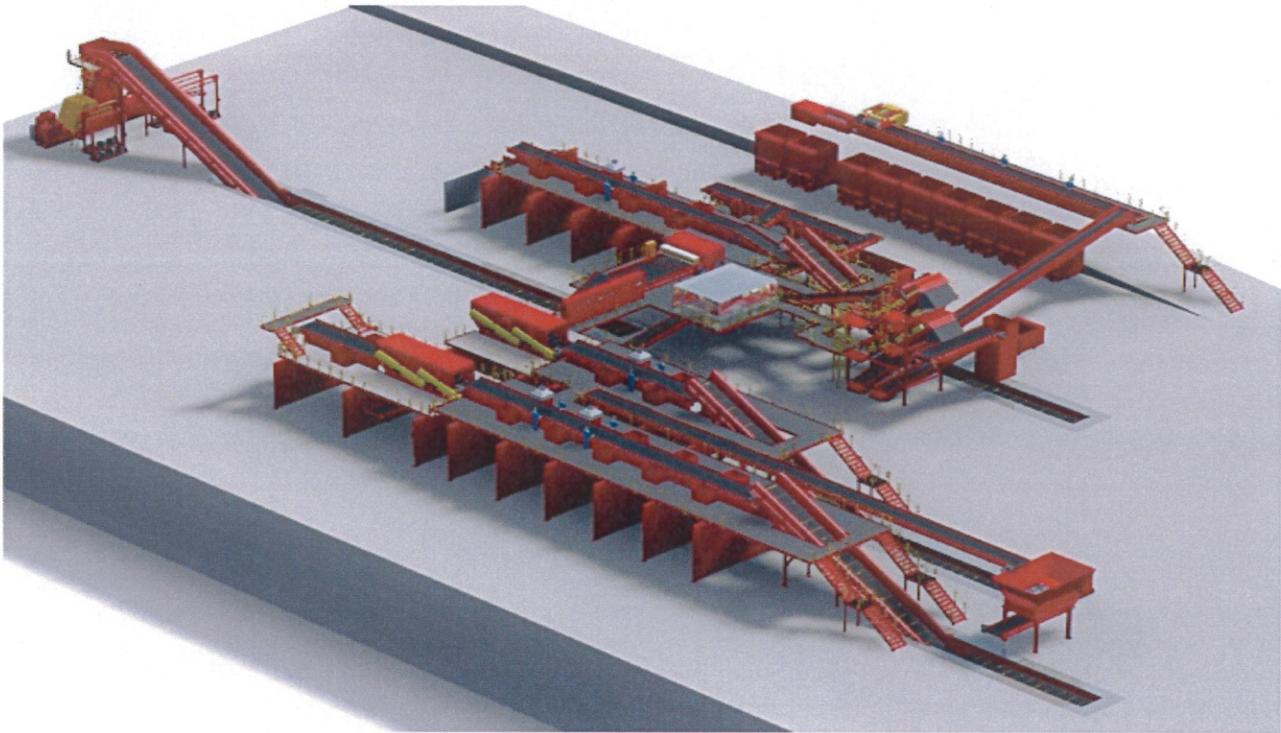
Hours

The facility currently operates two shifts: Monday – Friday 7:00am – 4:00pm and 6:00pm – 3:00am. Upon contract award, Friedman will add operating hours on Saturday from 7:00am to 3:00pm. Friedman is committed to modifying its operating schedule to meet the City of Avondale’s requirements and/or preferences. A professional guard service, dedicated to Friedman’s location, patrols its facilities during all non-operating hours, allowing Friedman to accept delivery of loads 24-hours per day / 7 days per week.

General Description

Friedman’s Phoenix MRF is situated on 10 acres and includes Friedman’s corporate offices, maintenance facility, five-car rail spur, and 8 shipping/receiving docks.

Friedman has recently invested over \$6,000,000 in upgrading and retrofitting its Phoenix MRF to incorporate the latest technologies. The new system will make extensive use of automated sorting technology to produce clean materials; enhancing the quality of the recyclables and minimizing the quantity of residuals.



Technological highlights of Friedman's Phoenix MRF include:

- Meetering Belt & Incline Conveyor  
Automatically manages the rate materials are fed into the system.
- OCC Separator  
Automatically pulls Cardboard from the single stream mixture.
- Plastic Film System  
Automatically conveys plastic film from the sorting conveyors to a dedicated compactor
- Debris Roll Screen  
Automatically separates 2" minus materials from remaining stream
- Fines Screen  
Automatically removes glass from remaining stream
- Air Classification System  
Automatically cleans 2" minus fraction and recovers small paper shreds
- News Sorter Screens  
Automatically separates Old Newspapers from remaining stream
- Polishing Screen  
Automatically separates Mixed Paper from remaining stream



- Inline Magnet Separator  
Automatically separates Tin Cans, E-Waste, Pots & Pans, and other ferrous materials from remaining stream
- Eddy Current Separator  
Automatically separates Aluminum Cans and other non-ferrous metals from remaining stream
- Optical Multi-Sort Separator  
Automatically separates PETE and Plastics #1-#7 from the remaining stream
- Interval Relay Speed Controls and Electronic Eyes  
Electrical controls installed on each component and conveyor to provides constant monitoring and automatic adjustment of the flow of materials throughout the entire system.

This system includes a manufacturer’s guarantee of 95% recovery of targeted recyclables. Please see Appendix D for detailed materials flow summary and specifications on the various automated features.

Staffing

The following table identifies staff that will be accessed to service the City of Avondale:

Accounting & Admin	2	Supervisors	2
Executive Management	4	Sales/Client Services	2
Processing Team	17	Equipment Operators	7
Mechanics	3		

Please see Appendix E for a complete MRF Staffing Plan.

D. – Facility Layout

Friedman’s Phoenix MRF is over 10 acres in size and features 15ft to 20ft wide drive-ways and single direction traffic flow to facilitate safe & efficient truck deliveries. Please see Appendix F for a complete Site Plan of Friedman’s Phoenix MRF.

Friedman’s primary truck scale is a 70ft, in ground scale. Friedman’s scale is Certified by the State of Arizona and is audited & calibrated on a monthly basis by Southwest Scale, the region’s leading scale service company. The scale house is directly adjacent to the scale to facilitate easy & direct communication. All trucks enter Friedman’s main gate and proceed directly to the scale. Friedman’s tipping floor is outdoors and therefore not subject to any overhead obstacles. Friedman’s tipping floor is able to safely accommodate four simultaneous deliveries. After dumping, all trucks proceed along a one-way traffic pattern to a one-way facility exit or may proceed back to the one-way scale. After weighing-out, trucks proceed to the short-term parking area, where drivers can park, return to the scale house to obtain receipts and use Friedman’s adjacent Driver Hospitality Area with restrooms, vending machines, water cooler, coffee and air conditioned rest space.



Friedman has the ability to store the tare weights of all City vehicles, auto tare each truck and eliminate the need for City trucks to weigh-out. Friedman's proprietary IT system has the ability to automatically e-mail scale receipts to the appropriate City staff member(s) and therefore eliminate the need for City drivers to park and exit their trucks. Scale receipts can be automatically sent upon completion or accumulated and sent as a batch at the end of each day, week, or month depending upon City preferences.

Friedman's new MRF sorting equipment has the capacity to process 20 tons per hour of residential single stream materials, or over 8,000 ton per month. Friedman's tipping floor has the ability to accumulate over 450 to 500 tons. It is estimated that the City's delivery vehicles will have a turnaround time of 4 to 9 minutes.

#### E. – Operating Procedures – Delivery Inspections

Friedman's standard operating procedures require every delivered load to be inspected. Friedman's Tipping Floor Supervisor is stationed at the tipping floor to direct all truck deliveries to ensure a safe and efficient work flow. In addition, the TFS is also responsible for conducting a visual inspection on all loads. If contamination is identified, the TFS is equipped with a digital camera. Photos will be taken and sent to Friedman's internal Client Services for communication with the appropriate City staff. In cases of extreme contamination, physical samples may be taken or the entire load isolated and held to allow City staff the opportunity to review the load in person. If hazardous materials are identified, the TFS is empowered to close down that area of the tipping floor, isolate the materials, and call for assistance. The Plant Manager will inspect the materials to determine the best course of action depending upon the severity of the hazard. If safe, the materials will be loaded back into the delivery truck and immediately removed from the facility. If required, the entire area of the plant will be evacuated, the materials isolated, and a specialized service company will be called to effectively deal with the materials. In all cases, the City will be immediately notified of the situation and continually updated on the remediation efforts.

#### F. – Contamination Limits

Friedman is able to accommodate up to 15% contamination by weight in a single load. In the event loads delivered by the City continually exceed this threshold, Friedman will work intensively with the City to identify the source of the contamination and develop a promotional & educational plan to achieve corrected participation. However, if after Friedman's and the City's best efforts the contamination does not improve, loads exceeding the contamination limit may be subject to rejection.



#### G. – Disposal of Residuals

All residuals generated from the City's materials will be disposed of at Republic Waste Services – Paradise Waste Transfer Station located at 4845 W. Lower Buckeye Road, Phoenix, AZ 85326.

#### H. – Quality Control

Friedman is committed to providing superior customer service to the City of Avondale. Through its development of an inter-departmental team focused on the City, Friedman is able to effectively manage all aspects of service. Friedman's *City of Avondale Service Team* will meet with the appropriate City staff on a regular basis to identify areas of concerns and review corrective action plans. Friedman believes effective communication and fast responsiveness are the hallmarks of superior customer service. Amanda Press, Client Services, will serve as the City's single point of contact for any issue or concern. Amanda manages Friedman's service desk and is immediately available via phone and e-mail during extended working hours. Utilizing a single point of contact allows Friedman to effectively manage all issues, direct the inquiry to the most appropriate internal personnel and garner the necessary resources to ensure all City issues are addressed with the priority and sense of urgency required. In addition to internal support, Mark Feldman, Senior Sales Representative, and Tom King, Director of Sales, will be assigned to handle all aspects of City's account. Mark and Tom work primarily in the field and both will be available to meet with City staff, citizens and elected officials to address any concern at any time. The inclusion of David and Morris Friedman, the principals of Friedman Recycling, on the *Service Team* ensures that the City will have direct access to the most senior members of management to quickly address and resolve any complaint. City staff will have contact information on all members of the *Team* and will be encouraged to contact any member at any time to address any questions or concerns.

#### I. – Safety Plan

Safety is the single most important operational priority for Friedman Recycling. Please see Appendix G for a copy of Friedman's Operational Safety Plan.

#### J. - Additional Considerations

Friedman has addressed all of its enhanced levels of service in response to the questions listed above.

#### K. – Materials Marketing

Friedman Recycling is one of the largest marketers of recovered materials in Phoenix. Its size and longevity in the market, make Friedman Recycling one of the premier sources of recovered paper, plastic, and metal in the southwestern United States. Friedman Recycling has been marketing recovered materials from the Phoenix area for 34 years. Over the last five years,



Friedman Recycling has sold over 350,000 tons from the Phoenix market place. Friedman has an extensive list of mill clients who seek out its materials due to its reputation for high quality materials and consistent supply. Many of the mills Friedman supplies have been customers for over 10 years. Friedman utilizes these long standing relationships & contracts to garner premium pricing. Friedman's proven ability to supply high quality materials on a consistent basis empowers Friedman to demand and obtain the highest possible market prices for its materials.

#### L. – Timeline

Friedman is able to effectively process the City of Avondale's materials immediately. Friedman's steps to service initiation would include:

Week of Contract Award:

- Meet City Staff, Introduce Friedman's Avondale Service Team, Exchange Contact Information
- Clarify City preferences regarding: Communication, reporting, auto tare, scale receipts, etc.
- Schedule MRF Tour for Drivers and/or Route Supervisors

Week #1 After Contract Award:

- Conduct MRF Tour for Drivers and/or Route Supervisors, review safety policies & procedures

Week #2 After Contract Award:

- Begin Service



## Appendix A – Vendor Information Form

---

City of Avondale

Solicitation #: PW 12-049 Recyclable Materials Processing Services

15 | Page  
Technical Proposal

IV. VENDOR INFORMATION FORM

By submitting a Proposal, the submitting Vendor certifies that it has reviewed the entire RFP, any administrative information and, if awarded the Agreement, agrees to be bound thereto.

FRIEDMAN Recycling Co.  
VENDOR SUBMITTING PROPOSAL

86-0329578  
FEDERAL TAX ID NUMBER

DAVID FRIEDMAN  
PRINTED NAME AND TITLE

  
AUTHORIZED SIGNATURE

3640 W. Lincoln St.  
ADDRESS

(602) 269-9324 (602) 269-7521  
TELEPHONE FAX #

Phoenix AZ 85009  
CITY STATE ZIP

4.4.12  
DATE

WEB SITE: www.FRIEDMANRecycling.com

E-MAIL ADDRESS: D.FRIEDMAN@FRIEDMANRecycling.com

SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s):

- Small Business Enterprise (SBE)
- Minority Business Enterprise (MBE)
- Disadvantaged Business Enterprise (DBE)
- Women-Owned Business Enterprise (WBE)

Has the Vendor been certified by any jurisdiction in Arizona as a minority or woman-owned business enterprise?

If yes, please provide details and documentation of the certification.



## Appendix B – Letters of Support



*El Paso, Texas*  
*The International City*

JOHN F. COOK  
MAYOR

November 1, 2010

To Whom It May Concern

In 2007, the City of El Paso initiated its first residential curbside single-stream recycling program. The City entered into a 15 year agreement with Friedman Recycling to process and market all of the collected materials.

The program has been a tremendous success. Participation rates are higher than expected and the program has collected over 40,000 tons per year. El Paso was recently ranked as one of the top 50 recycling cities in the country by a leading industry publication.

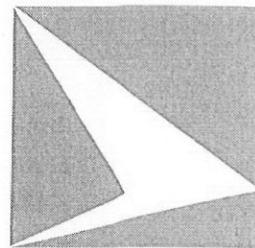
Friedman Recycling has proven themselves to be a valued partner in ensuring the success of our curbside recycling program. They've built a state-of-the-art facility, provided quality job opportunities, listened and responded to citizen concerns, and contributed their time and resources to help our local organizations meet their goals. In addition to assisting the City, Friedman Recycling has done a commendable job assisting smaller regional communities and local businesses develop their own recycling programs.

Curbside recycling has been an important achievement for the City of El Paso. I thank Friedman Recycling for their commitment to making our program a success and recommend Friedman to any community contemplating a similar effort.

Sincerely

A handwritten signature in cursive script that reads "John Cook".

John F. Cook  
Mayor of El Paso



**SOUTH CENTRAL**  
SOLID WASTE AUTHORITY

October 29, 2010

RE: Friedman Recycling, Inc.

To Whom It May Concern:

This letter is a recommendation for Friedman Recycling, Inc.

Friedman Recycling, Inc. works with the South Central Solid Waste Authority.

Their performance has been outstanding since taking over the single stream recycling. Both, Friedman's management and employees' commitment to meeting our needs and expectations is a priority. Friedman Recycling operates a well-run facility which enables our trucks to get in and out of their facility with ease.

To date we are completely satisfied with their performance and the level of professionalism they bring to recycling. We highly recommend them for future contracts.

Sincerely,

*South Central Solid Waste Authority*

Patrick L. Peck  
Director

*Dedicated to Outstanding Customer Service for a Better Community*

**SERVICE SOLUTIONS SUCCESS**



November 8, 2010

RE: Friedman Recycling Letter of Recommendation

To Whom It May Concern:

In 2006, the City of El Paso entered into a long-term contract with David and Morris Friedman, owners of Friedman Recycling. Since that time they have purchased property here in El Paso, designed and constructed a state-of-the-art Material Recycling Facility, and have been accepting more than 40,000 tons of City material each year.

I would not hesitate to select the Friedman's for a long-term or short-term recycling contract. They will not let you down since they clearly have the highest potential for success in this arena. Please let me know if you need more information. I can be reached at 915-472-4744.

Sincerely,



Ellen A. Smyth, P.E.  
Director Environmental Services

Mayor  
John F. Cook

City Council

District 1  
Ann Morgan Lilly

District 2  
Susie Byrd

District 3  
Emma Acosta

District 4  
Carl L. Robinson

District 5  
Rachel Quintana

District 6  
Eddie Holguin Jr.

District 7  
Steve Ortega

District 8  
Beto O'Rourke

City Manager  
Joyce A. Wilson

**ENVIRONMENTAL SERVICES DEPARTMENT**

7968 SAN PAULO, EL PASO, TEXAS 79907 · 915-621-6700 · FAX 915-621-6711 · [WWW.ELPASOTEXAS.GOV](http://WWW.ELPASOTEXAS.GOV)



## Appendix C – Resume Summaries

### *Morris Friedman - President/C.O.O*

Morris has worked in the recycling industry his entire life. Beginning with Jr. High summers helping out in the plant, Morris has held many positions within the firm, including: Plant Operations, Safety, Sourcing, and Marketing Manager. This year marks Morris' 20<sup>th</sup> year of full time employment in the industry and with Friedman Recycling. As President and C.O.O., Morris supervises the management of Friedman's plants, hauling division and is responsible for marketing all of Friedman's recyclable materials. In addition to his management responsibilities, Morris has been responsible for directly marketing over 2,000,000 tons of a variety of recyclables from southwestern U.S.A. over the last ten years. Morris hold a B.A. in Sociology from Pitzer College in Claremont, CA.

### *David Friedman - C.E.O.*

Similarly to Morris, David has worked in the recycling industry his entire life. Beginning with Jr. High summers helping out in the office, David has held many positions within the firm, including: Plant Operations, Sourcing, Dispatch and General Management. This year marks David's 19<sup>th</sup> year of full time employment in the industry and with Friedman Recycling. As C.E.O., David is responsible for establishing the strategic priorities of the company and supervising the management of Friedman's administrative departments, including Accounting, Billing, Customer Service, and Sales. David holds a B.A. in Economics and Asian Studies from Trinity College in Hartford, CT.

### *Bret Burrer - Director of Plant Operations*

Bret has been working in the recycling industry, and for Friedman Recycling, for over 20 years. In that time, Bret has accumulated extensive experience in a variety of plant operations, including: Shipping & Receiving Manager, Assistant Plant Manager, and Safety Manager. Currently Bret serves as Director of Plant Operations. Bret supervises the daily operations of Friedman's three plants which handle almost 200,000 tons of material each year. In addition, Bret supervises Friedman's corporate safety programs, inventory controls, and equipment maintenance.

### *Thomas King - Director of Sales*

Tom King has over six years of recycling and solid waste experience. A highly trained and experienced sales professional, Tom served as Sales Manager for Allied Waste & Republic Waste Services for many years. Tom is responsible for the areas of sales development, account retention, and customer service.

### *Mark Singleton- Chief Financial Officer*

Mark has been working in the recycling business, and for Friedman Recycling, for over five years. Mark holds a BS in Accounting and has extensive experience in corporate finance, serving throughout his career as Book Keeper, Controller, Accounting Manager, and Vice



President of Finance. Mark's current responsibilities include managing all aspects of Friedman's accounting functions, including A/P, A/R, Billing, Collections, Financial Reporting and Compliance. In addition to his day-to-day responsibilities, Mark is responsible for establishing and solidifying Friedman's relationship with its lending partners.

*Mark Feldman - Senior Sales Representative*

Mark has been working in the recycling/solid waste industry for over 20 years, and for Friedman Recycling for over 10 years. Mark has a degree in Business Administration and has served as a sales professional his entire career. Mark is the longest tenured sales professional in Friedman's history and has extensive knowledge designing, implementing, and supporting comprehensive recycling programs.

*Amanda Press - Client Services – Inside Support*

Amanda has been working in the recycling industry, and for Friedman Recycling, for almost five years. Amanda is responsible for managing Friedman's Client Services Desk and Concierge Services, where Friedman clients can call to request any type company assistance. Whether it's obtaining additional services, getting an updated Environmental & Economic Impact Report, or changing service frequencies, Amanda serves as a single-point of contact, who is always on stand-by, to assist clients with their needs.

## Appendix D – Material Flow Summary

Upon arrival, City trucks will dump their recyclables onto the tipping floor. The Loader Operator will scoop up the materials and introduce them into the system via the metering and incline belt.

**Pre-Sort:** The inclined belt dumps onto a high speed sorting conveyor where materials are positively sorted at the first 6 sorting stations: Sorting positions #1 & #2 will capture wood and organics. Station #3 will capture oversized steel, pots & pans, and small metal appliances. Stations #4 & #5 will collect large rigid plastics and three dimensional items. Station #6 will capture dirty plastic, trash and other products not suitable to be run through the system. Gravity chutes are positioned adjacent to the stations to facilitate the collection of plastic bags & plastic film. Two additional sorting stations have been added to this section to allow for both permanent or seasonal changes and/or growth in the program.



**OCC Separator:** After the material is presorted, it cascades onto a multi-deck OCC Disk Screen designed to automatically pull out Old Cardboard Containers (OCC). OCC floats over the screen and falls into a dedicated holding bunker; the remaining materials fall through screen and are picked up by a conveyor transferring them to the next sorting station.



**Debris Roll Screen/Air Classifier:** Under the OCC Separator the material stream is run over a Debris Roll Screen which pulls out all glass and materials 2" in size and smaller. This 2" minus material is then deposited on a transfer conveyor and treated with an Air Classifier which automatically removes all light materials (paper) leaving the remaining material to proceed to the container sorting line.

**News Sorter Screens:** The materials 2" and larger proceed over a series of multi deck News Sorter Screens for the automatic positive sorting of all Old Newspapers. The Old Newspapers travel over the screen and cascade onto a variable speed post sort belt for fine cleaning before being deposited into a holding bunker adjacent to the feed belt for the baler. The ONP holding bunkers are equipped with walking floors which automatically load the ONP onto the baler in-feed conveyors.



**Polishing Screen:** The remaining mixture falls through the screen and proceeds to the automatic Polishing Screen. This module automatically sorts

City of Avondale

Solicitation #: PW 12-049 Recyclable Materials Processing Services



the remaining mixed paper and junk mail from the mixed rigid containers (aluminum cans, plastic bottles & tin cans). The fiber travels over the screen and cascades onto a series of variable speed post sort belts for fine sorting of mixed paper, office papers, and junk mail. The rigid containers fall through the screen onto a transfer conveyor for transport to the mixed container module.

**Inline Magnet Separator:** The mixed containers module begins with an *Inline Magnetic Separator* that automatically removes tin cans, e-waste, pots & pans, and other small ferrous-metal objects.

The remaining mixture proceeds onto a positive sorting line where HDPE Natural and HDPE Color will be removed.

**Eddy Current Separator:** The next section of the system is an *Eddy Current Separator* that automatically removes aluminum cans and other non-ferrous materials. Eddy Currents utilize a reverse magnetic charge to repulse non-ferrous materials and effectively capture aluminum without manual assistance.



**Optical Multi-Sort Units:** The last section of the system is the *Optical Multi-Sort units* that automatically separates PETE plastics and rigid plastics #3 - #7: These units utilize computer imaging technology to identify plastics on the conveyor system and automatically eject them using precise streams of compressed air.

**Baler Redundancy:** The facility includes two automated, high capacity, high density balers. After each commodity has been sorted, it is deposited into a holding bunker below the sorting platform and adjacent to one of the feed conveyors to one of the balers.

The technological heart of the system is the Controls Systems and its color touch screen remote operator interface panel. This panel allows Friedman Operations Team leaders to view operational details of each single component of the system and control all variable settings. The system provides real time production data and allows the Team Leader to constantly calibrate the system to ensure optimum performance settings. In addition, the integrated control center automatically sends updated production & performance data to various other Friedman departments to facilitate proper plant supervision and maintenance.





## Appendix E – Staffing Plan

### Staffing Plan

Friedman's Staffing Plan for its Phoenix MRF includes:

#### ***Plant Manager (PM)***

The MRF PM will be responsible for the over-all performance of the MRF. He/she will supervise all aspects of its operations, including safety, efficiency, inventory control, human resources, reporting, maintenance, and full contract compliance. The PM will interface with corporate management and marketing to coordinate the timely shipping of all inventory, and identify and implement ideas for process improvement throughout the MRF.

#### ***Supervisor***

The Supervisor will be responsible for supervising the daily operation and function of the sorting equipment. The Supervisor's attention shall be on the safe & efficient daily operation of the MRF. He/She shall manage the daily sort team assignments, continuously monitor the systems throughput and quality performance and ensure all sort team members are performing safely and efficiently.

#### ***Mechanics***

The mechanics shall be responsible for the over-all maintenance of the sorting equipment. They shall perform all preventative maintenance, supervise the daily cleaning, and maintain all appropriate maintenance records. The Mechanics shall work primarily during non-operating hours to ensure full access to all equipment. However, at least one member of the maintenance team shall be on-premises during all operating hours to facilitate immediate response for any equipment break-down. Mechanics will have extensive hydraulic and electrical experience. Weekly reports shall be issued to the PM for review & approval.

#### ***Office Manager***

The Office Manager shall be responsible for accurately recording the weights and other identifying data points for all in-coming and out-going loads. In addition, he/she shall serve as the MRF's administrative clerk, processing all shipping documents, managing the daily functioning of the office, answering phones and serving as the receptionist.

#### ***Shipping Clerk/Fork Lift Operator (SC)***

The shipping clerk shall be responsible for managing the inventory storage area, and executing all shipment orders. The SC shall be a certified forklift operator and shall insure the safe and efficient loading of all outbound loads. Special attention shall be given to maximizing all outbound payloads, dressing all bales to ensure quality, and proper documentation and filing of all shipping paper work. The SC shall be responsible for managing the inventory storage area,



making sure all bales are stacked neatly & safely, and notifying the PM of any accumulation of inventory requiring additional sales orders to be executed.

***Baler Operator (BO)***

The baler operators shall be responsible for operating the balers and all automated bunkers within the sorting system. The BO shall be certified in the operation of the balers and the over-all sorting system. His/Her responsibility shall be to operate the balers in a safe and efficient manner, ensuring the MRF sorting systems operate at optimum levels.

***Loader Operator (LO)***

The loader operators will be responsible for managing the over-all functioning of the tipping floor. The LO shall be certified in the operation of the loader. He/She shall be responsible for safely and efficiently loading material into the Metering Bin. In addition, the LO shall direct all delivery trucks while they're within the tipping area to ensure the safe and efficient delivery of their loads. The LO shall inspect each in-coming load for general quality and any hazardous materials.

***Pre-Sort Team (6 Full Time Employees)***

The pre-sort team shall be stationed at the first sorting area following the incline belt. The pre-sort team shall focus on negatively sorting all large debris items, long rope-like items, bagged materials, large pieces of scrap metal and any obvious trash items which will not efficiently be processed by the system. Particular attention shall be placed on recovery of plastic bags through the use of the Film Vacuum System.

***ONP Sort Team (4 Full Time Employees)***

The ONP sort team is responsible for performing a quality sort on all the materials which traveled over the double incline sort screens. Their focus will be on pulling all items which do not qualify to be included in ONP. Special emphasis shall be made on this team to achieve quality sorting to ensure the MRF's ability to obtain the highest possible market price for its ONP.

***Mixed Paper Sort Team (2 Full Time Employees)***

The mixed paper sort team shall perform a negative sort for trash and any containers that made it through the screens and a positive sort for any office papers which may be able to be upgraded for a higher return.

***Container Sort Team (5 Full Time Employees)***

The container sort team shall perform a positive sort for each of the plastic grades, including: HDPE-Natural, HDPE-Color, and #3-#7. In addition, team members will sort trash items to facilitate the efficient operation of the automatic magnetic sorter, eddie current separator, and optical systems.



## Appendix F – Plant Site Plan





## Appendix G – Safety Plan

## **Friedman Recycling Emergency Action Plan**

## EMERGENCY CONTACTS

For all spills, contact the Storm water Pollution Prevention (SWPP) Team

Bret Burrer, Director Plant Operations

Office Phone: (602) 484-4973

Mobile Phone: (602) 859-9168

Ralph Pena, Plant Manager

Mobile Phone: (602) 739-1291

Chris West Director of Transportation

Office Phone: (602) 269-9324-x2105

Mobile Phone: (602) 300-4976

**If fire, health or safety hazard exists, call:**

**Fire Department: 911**

**Police Department: 911**

## Map of Fire Extinguisher and Fire Hose Locations

## RESPONSE PROCEDURES FOR EMERGENCIES

**NOTE:** In all of the circumstances below, it is important to remain calm and follow steps as indicated.

### Fire Emergencies

Site plans are posted indicating the following: Occupancy Assembly Point, Location of fire hydrants/extinguishers, normal routes of fire department vehicle access.
<b><i>Se anuncian planes del sitio indicando a lo siguiente: Punto de Asamblea de ocupación, la Situación de hydrants/extinguishers de fuego, rutas normales de fuego sección vehículo acceso.</i></b>
Activate the fire alarm and alternate means of notifying occupants and office of a fire or emergency.
<b><i>Active la alarma de fuego y los medios alternados de notificar los ocupantes y oficina de un fuego o emergencia.</i></b>
From a safe location, call the Fire Department (911). Give the nature and location of the fire. DO NOT HANG UP UNTIL 911 STAFF HAVE ALREADY HUNG UP!
<b><i>De una situación segura, llame la Sección de Fuego (911). Dé la naturaleza y situación del fuego. ¡No CUELGUE hasta 911 PERSONAL YA ha COLGADO!</i></b>
If we receive a call from the alarm company - and we have a "false alarm" we will need to receive confirmation from the Plant Manager that it is a false alarm
<b><i>Nosotros recibiremos una llamada de la compañía de la alarma. Si nosotros tenemos una "alarma falsa" que nosotros necesitaremos proporcionarlos con nuestro.</i></b>
The office personnel will gather the information located in the "NEED TO KNOW" station and the C.E.R.T. back-packs and bring out to the Assembly Point.
<b><i>El personal de la oficina recogerá la información localizada en el "NECESITA SABER" la estación y el C. E. R. T. parte de atrás-líos y saca al Punto de la Asamblea.</i></b>
The office personnel will call forward the main number to the company cell phone. From the phone at the front desk .... Call forward button and 7-227-4840
<b><i>El personal en la oficina llamará el número principal adelante al teléfono de célula de compañía. Del teléfono al escritorio delantero.... Llame botón delantero y 7-227-4840</i></b>
Evacuate the building utilizing the escape route outlined in the Emergency Evacuation Route posted throughout the facility and at the back of this booklet, and report to the Assembly Point.
<b><i>Evacúe el edificio que utiliza la ruta del escape perfilado en la Ruta de Evacuación de Emergencia anunciada a lo largo de la facilidad y a la parte de atrás de este folleto, y informa al Punto de la Asamblea.</i></b>

The office personnel will check occupants in the office area, lunchroom, and restrooms.
<b><i>El personal de la oficina verificará a los ocupantes en el área de la oficina, merendero, y baños.</i></b>
Once out of the building and all personnel are at the Assembly Point, the Zone Monitors and/or Emergency Coordinator take roll to determine if anyone is potentially missing and possibly still in the building. ROLL CALL from located at back of this folder.
<b><i>Una vez fuera del edificio y todo el personal está al Punto de la Asamblea, los Amonestadores de la Zona y/o Emergencia Coordinador toma rollo determinar si cualquiera está extrañando potencialmente y posiblemente todavía en el edificio. LISTA DE EMPLEADOS esta localizado atrás a de este plegador.</i></b>
Do not block the normal route of the fire department vehicle access. All employees must stay out of the way in the Assembly Point on the gravel next to the fence.
<b><i>No bloquee la ruta normal del fuego sección vehículo acceso. Todos los empleados deben quedarse fuera de la manera en el Punto de la Asamblea en la arena gruesa al lado del cerco.</i></b>
You should not leave the assembly area, either to re-enter the building, or go to another area until advised to do so by the Emergency Coordinator.
<b><i>Usted no debe dejar el área de la asamblea, o re-entrar en el edificio, o debe ir a otra área hasta aconsejó para hacer así por el Coordinador de la Emergencia.</i></b>
We will have all supervisors and managers trained in CPR and emergency medical aid. These trained staff will be identified by a white hard hat and yellow vest.
<b><i>Nosotros tendremos todos los supervisores y gerentes entrenados en CPR y emergencia la ayuda médica. Estos personal especializado será identificado por un sombrero duro blanco y el chaleco amarillo.</i></b>
If you come into contact with a visitor you should direct them to evacuate the building. If you come into contact with an occupant who is disabled or having difficulty evacuating, you should assist those individuals in evacuating the building only if doing so will not endanger the personal health or safety of yourself or the occupant needing assistance.
<b><i>Si usted entra en el contacto con un visitante que usted debe dirigirlos evacuar el edificio. Si usted entra en el contacto con un ocupante que es desactivado o teniendo dificultad evacuando, usted debe ayudar a esos individuos sólo evacuar el edificio si haciendo no pondrán en peligro la salud personal o seguridad de usted o el ocupante que necesitan ayuda así.</i></b>
If the fire is small enough, use a nearby fire extinguisher to control and extinguish the fire.
<b><i>Si el fuego es pequeño bastante, use un extintor de incendios cercano para controlar y extinguir el fuego.</i></b>
Do not fight a fire if the following conditions exist: <b>1)</b> You don't know what is burning <b>2)</b> The fire is spreading rapidly <b>3)</b> You don't have the proper equipment <b>4)</b> You can't do so with your back to an exit <b>5)</b> The fire might block your means of escape <b>6)</b> You might inhale toxic smoke <b>7)</b> Your instincts tell you not to do so.

**No luche un fuego si las condiciones siguientes existen: 1) usted no sabe lo que está quemando 2) El fuego está extendiendo 3 rápidamente) Usted no tiene el equipo 4 apropiado) Usted no puede hacer así con su parte de atrás a una salida 5) El fuego podría bloquear sus medios de escape 6) Usted podría inhalar humo 7 tóxico) Sus instintos le dicen que no haga así.**

If you are trapped by smoke, stay low, cover your mouth with wet cloth, stay near a window, open the window DO NOT BREAK IT, hang something out the window to let fire personnel know you are there and put something in cracks around the door, phone 911 if possible.

Si usted es entrampado a través de humo, quédese bajo, cubra su boca con reloj húmedo, quédese una ventana casi, abra la ventana no LO ROMPE, caída algo fuera la ventana para permitir personnel know de fuego usted está allí y puso algo en crujidos alrededor de la puerta, telefonee 911 si posible.

Maintenance Manager or Supervisor will take care of the Propane shut off as needed.

**Gerente de mantenimiento o Supervisor tendrán el cuidado del Propano cerrado fuera de como necesitado.**

Use a fire extinguisher, if feasible to do so without jeopardizing personal well-being.

**Use un extintor de incendios, si factible para hacer así sin arriesgarse bienestar personal.**

Never use water on an electrical or flammable liquid fire. Use a dry chemical or carbon dioxide extinguisher only.

**Nunca use agua adelante un eléctrico o flammagle el fuego líquido. Sólo use un químico seco o extintor de dióxido de carbono.**

When using a dry chemical extinguisher on a flammable liquid fire, stay back a minimum of 10 feet from the fire. Start at the leading edge of the fire and use a side to side sweeping action to extinguish the fire.

**Al usar un extintor químico seco en un fuego líquido inflamable, quédese un mínimo de 10 pies atrás del fuego. Empiece al borde de ataque del fuego y use un lado para estar al lado de acción aplastante para extinguir el fuego.**

If rescue duties are called for, the Fire Department will perform these duties. Please pay attention to the location and status of any person needing rescue and relay that information to the Emergency Coordinator who will notify the Fire Department Officer In Charge.

**Si los deberes del rescate se requieren, la Sección de Fuego realizará estos deberes. Por favor preste atención a la situación y estado de cualquier persona que necesita rescate y relévele ese información al Coordinador de la Emergencia que notificará al Funcionario de Sección de Fuego En Cargo.**

Personnel who can be contacted for further information or explanation of duties under the plan are: Plant Manager - 269-6782 and Maintenance Manager - 227-3488.

**La personal que se puede avisad para información extensa o explicación de deberes bajo el plan son: Plante a Gerente - 269-6782 y Gerente de Mantenimiento - 227-3488.**

The Fire Safety Plan shall be reviewed or updated annually or as necessitated by changes in staff assignments, occupancy or the physical arrangement of the building/plant.

***El Plan de Seguridad de Fuego se reparará o se pondrá al día anualmente o como hecho necesario por cambios en las asignaciones del personal, ocupación o el arreglo físico del building/plant.***

The Fire Safety Plan shall be available in the workplace for reference (Need to Know station) and reviewed by employees and copies shall be furnished to Fire Safety Programs and State Officials for review upon request.

***El Plan de Seguridad de Fuego estará disponible en el workplace para la referencia (Necesita Saber estación) y repasado por empleados y copias se amueblará para Despedir a los Programas de Seguridad y los Oficiales Estatales para la revisión en la demanda.***

We need to have available the preferred and any alternative means of reporting fires and other emergencies to the fire department or designated emergency response organization.

***Nosotros necesitamos tener disponible los prefirieron y cualquier medios alternativo de informar fuegos y otras emergencias a la sección de fuego o la organización de contestación de emergencia designada.***

We must have on a separate work instruction the list of personnel responsible for maintenance of systems and equipment installed to prevent fire.

***Nosotros debemos llevar puesto una instrucción de trabajo separada la lista de personal responsable para el mantenimiento de sistemas y equipo instaló para prevenir fuego.***

### **Medical Emergencies**

1. If the individual is unconscious:
  - ❖ Call an ambulance (911). When reporting the emergency provide the following information:
    - Type of Emergency
    - Location of the Victim
    - Condition of the Victim
    - Any dangerous conditions
    - Do not move the individual unless authorized by some medical authority, or it is obvious that delay in movement would be detrimental to the individual.
2. If the individual is conscious:
  - ❖ Call for an ambulance (911) if requested by the individual. When reporting the emergency provide the following information:
    - Type of Emergency
    - Location of the Victim
    - Condition of the Victim
    - Any dangerous conditions
  - ❖ If the individual does not request an ambulance, then assist the individual, in the form of transportation, to the proper medical treatment facility.

- If the injured party is an employee, assist them in contacting a care facility authorized by Worker's Compensation.
  - If the individual is a visitor take her/him to the nearest Hospital.
3. In all cases:
- ❖ Call Police (911)
  - ❖ When an ambulance is called for ask a fellow staff employee or the Emergency Coordinator to wait outside the building to flag the ambulance down and direct the emergency personnel to the location of the injured individual.
  - ❖ Notify appropriate supervisors.

### Severe Weather

1. Specific information regarding the actual nature of the emergency will be broadcast by the local media.
2. Once you have been notified of a thunderstorm warning, it is not necessary to take any additional steps other than to ensure that you are prepared if the conditions deteriorate.
3. Upon notification of a Severe Weather Warning:
  - ❖ Move away from windows. Take cover under heavy furniture.
  - ❖ If you are outdoors and unable to access an indoor shelter, lie flat in the nearest depression.
5. If you come into contact with a visitor you should direct them to take shelter in the building. If you come into contact with an occupant who is disabled or having difficulty taking shelter you should assist the individual in getting or taking shelter.
6. After the danger has passed, you should report to the designated shelter/assembly point to allow the Emergency Coordinator to take a survey of all present to determine if anyone is potentially missing.

### Hazardous Materials Incidents

1. Evacuate the area to the extent appropriate.
2. Warn fellow workers, supervisors, and the Emergency Coordinator
3. Take action to contain the spill if it is possible to do so without jeopardizing personal safety or health.
4. If a medical emergency is created due to the hazardous material incident, then follow the procedures for Medical Emergencies and inform medical personnel that a hazardous materials incident has occurred, including the suspected type of hazardous material involved.
5. **DO NOT** call state or national emergency response numbers without prior authorization.

## **Mechanical Equipment or Other Physical Facility Emergencies**

1. Notify the Emergency Coordinator.
2. Do not attempt to correct the mechanical emergency.
3. If fire ensues, follow procedures outlined for a Fire Emergency.

## **Oral or Written Threat to People or Facilities, i.e., Bomb Threat**

1. Record time and date of call or receipt of message.
2. If caller, keep on line as long as possible and attempt to determine the following:
  - ❖ Who or what are you attempting to harm?
  - ❖ What is to happen?
  - ❖ When is it to happen?
  - ❖ Where is it to happen?
  - ❖ How is it to happen?
  - ❖ Listen closely for background noises
  - ❖ Listen closely for voice type (male, female, voice quality, accents etc.)
  - ❖ Why are you making the threat?
  - ❖ Note if caller knows area by description of location.
  - ❖ Note caller's phone number if you have a display phone.
3. When the caller hangs up on you call Police (911) and report the above information.
4. Notify your immediate supervisor and the Emergency Coordinator.
5. A decision will be made by the Emergency Coordinator and Police on whether a building evacuation is warranted. If it is warranted, evacuation should take place as outlined in this Plan.
6. You should not touch any suspicious or unfamiliar objects. Do not conduct any type of search until police personnel arrive on scene.

## EMERGENCY PREVENTION TIPS

The following tips when followed will help reduce emergencies:

1. **Smoking:** Careless smoking is a major cause of fire. To minimize this potential fire ignition source, a "NO SMOKING POLICY" is strongly enforced. Smoking is only permitted in designated areas.
1. All combustible waste material should be kept at least six (6) feet from any heat source. Heat sources would include such things as water heaters, furnaces, etc.
  - Special attention should be given to the location of paper recycling materials.
2. **Improper Storage of Combustible and Flammable Materials:** Improper storage of materials can contribute to the ignition and spread of fire. To reduce this risk the following procedures are to be followed.
  1. All flammable liquids must be stored in approved containers. If flammable liquids are removed from their original container, they are to be stored in an approved safety can which is properly labeled and meeting the requirements of the Hazardous Waste Management Program.
  2. Do not store flammable or combustible materials near a heat source. If in doubt of storage requirements, consult the label, the appropriate material safety data sheet or contact EHS.
3. **General Housekeeping:** One of the simplest ways to prevent emergencies is to conduct a good general housekeeping of your workspace, office, and building on a frequent basis. This includes but is not limited to:
  1. Ensuring that doorways, stairways, Fire Department connections, fire extinguishers, fire alarm pull boxes, and emergency exits are not blocked by boxes, furniture, etc.
  2. Keep corridors and stairways free of clutter
  3. Computer and Electrical Cables are kept organized to prevent clutter
  4. Frayed electrical cords should be discarded
4. **Truck Parking:** Parking will be assigned by the Plant Manager, Maintenance Manager, and Maintenance Supervisor.
5. **Heavy Equipment Parking:** Parking of the forklifts and loaders will be at the same designated area to be used on a daily basis.

## PERSONS WHO NEED ASSISTANCE DURING AN EMERGENCY

1. In the event of any emergency there are occupants of the building who will need assistance in evacuating the building, taking shelter, taking cover, etc.
2. If you encounter someone who needs assistance during an emergency you should attempt to assist the individual, if it is possible to do so without

jeopardizing the personal safety or health of yourself or the person needing assistance.

3. If you know or have reason to know that you will need assistance during an emergency you should report that information to the Emergency Coordinator as soon as possible.

### **TRAINING:**

- ❖ Before implementing the EAP, the Emergency Coordinator and Building Managers/Supervisors shall designate and train a sufficient number of persons to assist in the safe and orderly emergency evacuation of employees.
- ❖ The EAP must be reviewed with all occupants at the following times: Initially when the plan is developed, whenever the employee's responsibilities or designated action under the plan change, and whenever the plan is changed.
- ❖ At least annually employee meetings are to be held to train employees of the contents of the EAP and revise the plan as appropriate.
- ❖ Drills will be conducted and full participation encouraged.
- ❖ All training must be documented in writing and copies sent to Environmental Health and Safety.

### **EHS PLAN REVIEW:**

1. A copy of the building specific Emergency Action Plan will be kept at the General Manager's office.
2. The EAP will be reviewed during routine fire and safety inspection by EHS.
3. The EAP will be maintained by the Emergency Coordinator and made available to all occupants of the building.

**ENVIRONMENTAL HEALTH AND SAFETY INCIDENT REPORT**

**DATE/TIME OF INCIDENT:** \_\_\_\_\_

**DATE/TIME INCIDENT NOTIFICATION RECEIVED:** \_\_\_\_\_

**HOW CONTACTED & BY WHOM (By telephone, in person, by Dispatch, etc.):**

**INCIDENT DESCRIPTION (Who/What/When/Where/How):**

**EHS RESPONSE REQUIRED:** Yes  No

**INCIDENT RESPONSE DESCRIPTION (If no response was required by EHS, but information was provided to/by EHS or spill clean-up procedures were confirmed by EHS, so state in this section):**

**TAKE PICTURES OF INCIDENT: :** Yes  No

**ITEMIZE EQUIPMENT USED IN RESPONSE:**

**ITEMIZE ANY ADDITIONAL EQUIPMENT NEEDED FOR RESPONSE OR FOR PERSONAL SAFETY:**

**COMMENTS (Include any problems or potential problems noted during the incident, recommended improvements in procedures, etc.):**

**DATE/TIME RESPONSE WAS COMPLETED:** \_\_\_\_\_

**LIST ANY RELATED REPORTS (e.g., Police or Fire reports, EHS documents, etc.):**

**NAME OF PERSON PREPARING REPORT:** \_\_\_\_\_

**DATE OF REPORT SUBMISSION:** \_\_\_\_\_

(Use this form to report emergency incidents to Environmental Health and Safety.)



**INCIDENT REPORT**

INCIDENT DATE \_\_\_\_\_ TIME \_\_\_\_\_

PERSONS INVOLVED (FRIEDMAN) \_\_\_\_\_

PERSONS INVOLVED (OTHER) \_\_\_\_\_

COMPANY \_\_\_\_\_ ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_ COPY OF LICENSE Y/N \_\_\_\_\_ INSURANCE \_\_\_\_\_

INJURIES Y/N \_\_\_\_\_ PICTURES Y/N \_\_\_\_\_

LOCATION OF INCIDENT \_\_\_\_\_

OTHER PARTY DESCRIPTION OF INCIDENT \_\_\_\_\_

SIGNED \_\_\_\_\_

FRIEDMAN DESCRIPTION OF INCIDENT \_\_\_\_\_

SIGNED \_\_\_\_\_

ACTION TAKEN TO RESOLVE INCIDENT \_\_\_\_\_

SIGNED \_\_\_\_\_ OTHER PARTY \_\_\_\_\_ DATE \_\_\_\_\_

FRIEDMAN REP. \_\_\_\_\_ DATE \_\_\_\_\_

### Employee's Report Of Work Related Injury

Injured Employee \_\_\_\_\_

Position \_\_\_\_\_

Date and Time of Injury \_\_\_\_\_

Exact Location of Injury \_\_\_\_\_  
(address, city, state)

Describe how the Injury Occurred \_\_\_\_\_  
\_\_\_\_\_

Specify body part injured \_\_\_\_\_  
\_\_\_\_\_

If there was a witness, please give name \_\_\_\_\_

Witness Phone number if applicable \_\_\_\_\_

Was Safety Equipment in Use?  Yes  No

Describe safety Equipment: \_\_\_\_\_

Do You require medical attention NOW?  Yes  No

Date and time injury was reported: \_\_\_\_\_

Employee Signature \_\_\_\_\_

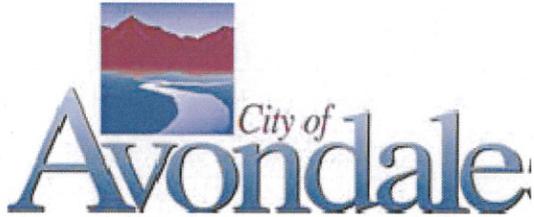
Received By \_\_\_\_\_



EXHIBIT C  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
FRIEDMAN RECYCLING COMPANY, CORP.

[Fee Proposal]

See following pages.



**Request for Proposals  
For  
Recycling Materials Processing Services**

**RFP # PW 12-049  
Due: April 5<sup>th</sup> 2012 3:00pm**

**11465 W. Civic Center Drive  
Avondale, AZ 85232**

**Pricing Proposal**

**Submitted by:**



**FRIEDMAN**  
RECYCLING COMPANIES

**3640 W. Lincoln St. Phoenix, AZ 85009**

**(602) 269-9324**

Option #2

**PRICING PROPOSAL**

In consideration of delivery of single-stream Recyclable Materials collected by the City and delivered to the Vendor for subsequent processing and sale by Vendor, **complete the worksheet below to describe a proposed a revenue sharing plan for monies received from the sale of the City's Recyclable Materials.**

- Please base estimate on 400 tons of co-mingled Recyclable Materials delivered per month.
- Net revenue shall never be less than zero regardless of market conditions.
- The selected Vendor will be required to make payment to the City once per month beginning no later than forty-five (45) days after the first day of receipt of Recyclable Materials pursuant to an awarded Agreement. Payment shall be made to City by the 15th of each month.

**Under the proposed Pricing Plan, complete the table below to estimate payment Vendor would provide to the City for Recyclable Materials delivered.**

	Monthly Amount
1. Base Payment per ton of co-mingled Recyclable Materials delivered:	<u>\$12,400.<sup>00</sup></u>
2. Additional Payment based on index pricing • Describe in detail the proposed payment calculation <i>*SEE ATTACHED</i>	<u>\$ 8,520.<sup>00</sup></u>
3. Other Payment based on single commodity pricing	<u>SEE ATTACHED</u>
4. Tipping Fee charged	<u>0</u>
5. Other taxes/fees charged	<u>0</u>
Total payment	<u>\$ 20,920.<sup>00</sup></u>

Authorized Signature:  Date: 4/4/12  
*DAVID FRIEDMAN*



**OPTION #2:**

1. Co-Mingled Recyclables

Friedman shall pay the City of Avondale a fixed rate of **\$31 per ton** for each ton of recyclables delivered to its Phoenix MRF.

2. Friedman shall pay an ADDITIONAL payment based upon the following pricing formula:

The SUM of:

( { [(OBM Los Angeles Export High Side Price for News (#8)  
MINUS \$30) MULTIPLIED by .50]

PLUS

[(OBM Los Angeles Export High Side Price for OCC (#11)  
MINUS \$30) MULTIPLIED by .20]

PLUS

[(OBM Los Angeles Export High Side Price for Mixed Paper (#2)  
MINUS \$30) MULTIPLIED by .20] }

LESS \$82 )

DIVIDED BY 2

EXAMPLE: Current OBM Index prices for March 2012 are:

ONP #8	OBM L.A. Export High = \$162
OCC #11	OBM L.A. Export High = \$198
Mixed (#2)	OBM L.A. Export High = \$155

( { [ (\$162-\$30) \*.50] + [ (\$198-\$30) \*.20] + [ (\$155-\$30) \*.20] } - \$82 ) / 2

OR

({\$66 + \$33.60 + \$25} - \$82 ) / 2

OR

(\$42.60 / 2) = **\$21.30**

Based upon Pricing Option #2, Friedman Recycling would pay the City of Avondale **\$52.30 per ton** (\$31 + \$21.30) for each ton of recyclable delivered to its Phoenix MRF in the month of March 2012.



### 3. Single Commodity Recyclables

Friedman shall pay the City of Avondale a rate based upon the following formula for the following clean, single commodity loads delivered to Friedman's Phoenix MRF:

Cardboard: OBM Los Angeles Export High Side Price for OCC (#11) LESS \$64 per ton

Newspapers: OBM Los Angeles Export High Side Price for ONP (#8) LESS \$64 per ton

Mixed Papers: OBM Los Angeles Export High Side Price for Mixed Paper (#2) LESS \$64 per ton

4. No Tipping Fee shall be charged.
5. No Other taxes/fees shall be charged.

# Official Board Markets

THE YELLOW SHEET

## Export prices – March 3, 2012

*All prices are Port FAS.*

	Mixed Paper (2)	News (8)	OCC (11)
Chicago	\$105-108 (+13)	112-115 (0)	152-155 (+7)
New York	131-134 (+8)	140-143 (+3)	177-180 (0)
Los Angeles	152-155 (+10)	159-162 (+2)	195-198 (+1)

## Southeast Mills Now Need Their OCC

The nice pricing deals were great while they lasted. But OCC-consuming mills in the Southeast are now finding that between lack of generation (it happens like clockwork this time of year), “buying invasions” from outside regions (the Southwest and Northeast), the RockTenn’s Seminole recycled board mill back up and running, and decent export demand, OCC prices are increasing in their neighborhood. In addition, many board mills in this region are running well, an encouraging sign for a struggling U.S. economy.

Numerous recovered paper buyers in this region are finding that they’re having to pick up the phone and call for additional tons; the price differential between the Southeast and other regions couldn’t last forever.

“The spring OCC generation slowdown has already started,” emails a supplier in this region. “Receipts from big box retailers in February are back to exactly what they were before the fall holiday surge started in November. Usually domestic buyers are raising prices to match export activity but [in February] we have regions competing against each other for OCC supply.”

OCC export price developments in February are worth noting. Prices rose and then fell in a matter of a couple of weeks. Why? Recycled linerboard and medium prices in China are falling, so the big producers tapped the brakes on recovered paper prices mid-month. Put another way, raw

material costs approached their limits in China and the major containerboard producers reacted.

Speaking of export news, this month there will be a freight price adjustment. But an exporter on the East Coast believes that it will be temporary rather than a prolonged upward trend.

Another major issue that exporters have to contend with right now is a lack of containers, caused by a skip in vessel rotation to accommodate the Chinese New Year. So an exporter could have orders but no way to send them to China or India. The end result? Export prices go pretty much nowhere on a month-over-month basis.

Finally, rising fuel prices in the U.S. aren’t helping domestic suppliers. One supplier in the Southeast calls what is happening right now “insane.”

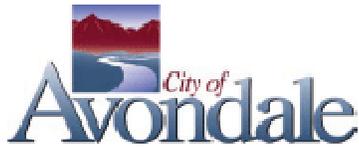
“Trucking is being pinched,” he states.

The only other regions that saw a price rise of significance were Chicago and the Pacific Northwest. In both cases this can be attributed to lower prices allowing competitors from outside regions to invade and buy.

In this climate, trying to get a quick and succinct snapshot of the OCC market in any one region is extremely difficult. Put another way, talk to 10 suppliers/mills in any one region and you will probably be left with your head spinning. The next four weeks should see the fog lift and a clearer overall demand direction emerge. —MA

**This subscription to the monthly Yellow Sheet is for the sole use of the intended subscriber.**

Any pass-along distribution, repurposing, or duplication of these printouts is forbidden and is in direct violation of Questex Media Group copyright. The Copyright Act imposes liability of up to \$150,000 per issue for such infringement.



# CITY COUNCIL REPORT

**SUBJECT:**  
Healthy Lifestyles Initiatives

**MEETING DATE:**  
August 6, 2012

**TO:** Mayor and Council

**FROM:** Pier Simeri, Community Relations and Public Relations Director (623) 333-1611 and Christopher Reams, Parks, Recreation and Libraries Director (623) 333-2412

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff will update Council on various programs and initiatives focusing on building a healthier community

**BACKGROUND:**

The Avondale City Council has long been committed to ensuring that the city's families have the resources to keep kids healthy through a myriad of youth sports and recreation activities, early childhood and family services programs. In 2011, Avondale, through a public private partnership, opened the Randall McDaniel Sports Complex, an 80,000 square foot indoor basketball, soccer and volleyball sports facility, to encourage physical activity among youth. The city also partnered with Arizona Community Farmers Markets to host Saturday morning farmers markets at Avondale Friendship Park where residents have access to fresh, locally grown produce. Additionally, the city's Civic Center campus is the site of a community garden, run by the non-profit group The Garden Patch, where residents can lease small plots of land to grow and harvest their own fruits and vegetables. Avondale has long promoted walking and cycling through its participation in programs such as Safe Routes to School/Walk to School Day, and its commitment to building walking trails, bike lanes and open space amenities all across the city.

**DISCUSSION:**

Staff would like to update the City Council on two recent initiatives that complement the myriad of activities and programs already being undertaken by the city. Let's Move Cities, Towns & Counties, a recent initiative of the National League of Cities to fight the problem of childhood obesity; and Arizona in Action, a local coalition that started in the West Valley and is seeking to build momentum on its efforts to encourage healthy lifestyles.

*Let's Move! Cities, Towns and Counties*

On July 18, Avondale Mayor Marie Lopez Rogers, who serves as First Vice President of the National League of Cities (NLC), joined the First Lady, Michelle Obama, and mayors from around the country at an event held in Philadelphia to announce a new National League of Cities (NLC) project that will help local elected officials reduce childhood obesity in their communities; Let's Move! Cities, Towns and Counties. This is a key component of First Lady Michelle Obama's Let's Move! initiative, which is dedicated to reversing the childhood obesity epidemic within a generation.

Let's Move! works because it involves the entire community working together to keep children physically active and healthy. In Avondale, we are already taking many of the steps to ensure that our next generation of adults is on the right path to a healthy and successful life.

### *Arizona In Action*

This movement was started by a coalition in Goodyear, which is seeking to expand the program to other West Valley cities. Staff has been in contact with the group, attended meetings, and participated in a "Healthy Lifestyle Plan" study conducted last year by Arizona in Action, Maricopa County Health and ASU's School of Geographical Sciences and Urban Planning.

### **BUDGETARY IMPACT:**

It is staff's intention not to create new programs but to utilize existing, currently-budgeted programs and activities to complement initiatives such as Let's Move! Cities Towns and Counties, and Arizona in Action.

### **RECOMMENDATION:**

For Council's consideration and input only.

### **ATTACHMENTS:**

[Click to download](#)

No Attachments Available