



CITY COUNCIL AGENDA

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

WORK SESSION
August 11, 2014
6:00 PM

CALL TO ORDER BY MAYOR

1 ROLL CALL BY THE CITY CLERK

2. GREEN WASTE PILOT PROGRAM UPDATE

City Council will receive an update regarding a pilot program for green waste collection. For information, discussion and direction only.

3. UPDATE ON CITY SOCIAL MEDIA INITIATIVES

City Council will receive an update on the state of social media initiatives currently underway in the city. For information and discussion only.

4 ADJOURNMENT

Respectfully submitted,

Carmen Martinez
City Clerk

Council Members of the City of Avondale will attend either in person or by telephone conference call.

Los miembros del Concejo de la Ciudad de Avondale participaran ya sea en persona o por medio de llamada telefonica.

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 oido, o con necesidad de impresion grande o interprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1200 o TDD 623-333-0010 cuando menos dos dias habiles 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 politica 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 estos aparezcan en estos videos o grabaciones de audio. Los padres puedan 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 grabacion de la junta. Si hay algun menor de edad presente durante la grabacion, la Ciudad dara por entendido que los padres han renunciado sus derechos de acuerdo a la ley contenida A.R.S. 1-602.A.9.



CITY COUNCIL AGENDA

SUBJECT:

Green Waste Pilot Program Update

MEETING DATE:

8/11/2014

TO: Mayor and Council

FROM: Cindy Blackmore, Acting Public Works Director, 623-333-4410

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Update regarding pilot program for green waste collection. Council will provide direction.

BACKGROUND:

In December of 2013, Council approved a pilot program for green waste. As presented to Council, the guidelines for the program were:

- Increase the amount of materials diverted from the landfill
- The materials collected must be re-used
- Program should have a minimal impact on cost and service levels

In January of 2014 staff began collecting green waste material separate from other items set out for bulk pickup. The green waste is taken to the Duncan Family Farms composting facility, at 5239 N. Sarival Rd. This facility was chosen for the following reasons:

- They were the only facility that accepted the materials whole- no chipping required
- The proximity to Avondale- it is approximately a 10 mile trip, which is the same as the trip to the Glendale Landfill
- The materials would be composted for re-use in the family's farming operation

DISCUSSION:

A two-man crew utilizing a brush truck and a tractor are assigned to collect green waste. This crew follows the same zone pattern as the existing bulk crew. The material collected consists of brush and limbs. Items that are not acceptable in the program are palm fronds, oleanders and cactus. Bagged grass clippings are not collected, due to the labor involved in removing the plastic bags as well as the risk of exposure to contaminants that may be in the bags.

The six month pilot program resulted in diversion of over 582,000 pounds or 291 tons of green waste material. This equates to 16% of the materials collected in the bulk trash program and just over 2% of the total materials collected in the solid waste program. The tipping fee for the green waste at Duncan Family Farms is \$20 per ton. The tipping fee for the City of Glendale is proposed to decrease from \$28 per ton to \$25 per ton in August 2014. As a result, the tipping fee decrease of \$5 per ton would result in savings of approximately \$4,000 per year, by diverting green waste to Duncan Family Farms.

Approximately 1,900 hours were dedicated to green waste collection during the 6 month program. Of these hours, nearly 800 were logged in support of the green waste program that would have otherwise been spent on inspections, customer service, and can repair/replacement programs. Although in the short term staff supported the pilot program with existing labor, if Council chooses to implement the program additional on-going costs will be necessary for a full time position and equipment operation, maintenance and replacement costs.

BUDGET IMPACT:

Staff has determined that in order to implement the program, \$104,500 in on-going funding and \$95,000 in one-time funding would be required. The following costs would need to be added to the budget:

- Equipment Operator - \$65,000 (includes salary and benefits)
- Increased maintenance/fuel - \$30,000
- Equipment replacement funding - \$9,500
- Claw tractor - \$95,000 (one-time)

Net additional costs (new costs less reductions of costs) for the green waste program would be \$195,500 in year one and \$100,500 each additional fiscal year. If a decision is made to move forward with the program, Council would need to authorize a cash and appropriation transfer from the sanitation contingency fund, and authorize an additional FTE to be added to the budget, as these costs were not included in the FY 2014-15 budget.

The incremental increased costs listed above equate to approximately \$.40 per month per household. The existing sanitation rate of \$20 per month can support the program without the need for an increase in this fiscal year. Future fiscal years would be evaluated during the rate analysis, to determine if rate increases are necessary.

RECOMMENDATION:

Staff is seeking Council direction on implementing a green waste program.



CITY COUNCIL AGENDA

SUBJECT:

Update on City Social Media Initiatives

MEETING DATE:

8/11/2014

TO: Mayor and Council

FROM: Pier Simeri, Community Relations and Public Affairs Director (623) 333-1611

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff would like to present an update to Council on the various social media initiatives that are underway in the city.

BACKGROUND:

As part of Council's Goal on Community Engagement, staff strives to communicate with and engage residents through a variety of ways, from public meetings and special events, media releases and newsletters, and through the ever-evolving digital technology.

In 2012 the Avondale City Council approved the creation of a Web Services and Media Coordinator position to oversee the complex task of managing the city's website, social media platforms, Avondale 11, and other duties pertaining to digital media.

DISCUSSION:

With the proliferation of social websites and applications, and with smartphones and tablets in virtually every hand, social media is an integral part of our lives. Social media is the collective of online communications channels dedicated to community-based input, interaction, content-sharing and collaboration. Social media includes websites and applications that are dedicated to social networking (Facebook, Twitter etc.), forums, blogging, and social curation (Pinterest and Instagram).

Avondale's interactive website, which underwent a major redesign in 2012, serves as the primary platform for all our social efforts efforts. Staff's goal is to increase traffic to the city's website as a hub for information.

In Avondale, our primary social media applications are Facebook and Twitter. The City also has LinkedIn, Pinterest, YouTube, and Google+ accounts, and is beginning to grow a city Instagram account. In the past three years, the City has increased its social media presence with six Facebook sites, for a combined total fan base of 4,470.

Social media functions are managed through a web-based dashboard that provides a streamlined process for postings to the various platforms. The Web and Media Coordinator keeps track of analytics to ensure that the most effective ways to engage the public.

BUDGET IMPACT:

Currently, the city's social media activities do not impact the budget. However, as Avondale expands its social media programs, and if the city expects to remain a top Digital Cities contender, funding will be required for innovations in digital technology, such as visual storytelling (videos), citizen crowd-sourcing, and archiving.

RECOMMENDATION:

For information and discussion only.



CITY COUNCIL AGENDA

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

REGULAR MEETING
August 11, 2014
7:00 PM

CALL TO ORDER BY MAYOR
PLEDGE OF ALLEGIANCE
MOMENT OF REFLECTION

1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2 CITY MANAGER'S REPORT

a. INTRODUCTION OF NEW EMPLOYEES

Darryn Jones, Economic Development Specialist
Rob Gubser, Planning Manager

3 SCHEDULED PUBLIC APPEARANCES

a. THE LENDING CLOSET

4 UNSCHEDULED PUBLIC APPEARANCES

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

5 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. [MINOR LAND DIVISION - COPPER SPRINGS \(PL-14-0081\)](#)

City Council will consider a request by Eric Goodman, API, for approval of a Minor Land Division of a parcel located at the northeast corner of 107th Avenue and McDowell Road to split one parcel into two parcels, dedicate right-of-way to accommodate a future deceleration and right-turn lane along McDowell Road, and adjust the Public Utility Easement to follow the right-of-way dedication. The Council will take appropriate action.

b. [MINOR LAND DIVISION - NE CORNER OF EL MIRAGE RD. AND ELWOOD ST.](#)

City Council will consider a request by Neighborhood Housing Services of Southwestern Maricopa County for approval of a Minor Land Division for 0.48 acres located at the northeast corner of El Mirage Rd. and Elwood St. to divide an existing 21,073 sf parcel into three lots to accommodate the future development of three single-family residences, dedicate a 30' by 30' right-of-way triangle at El Mirage Rd. and Elwood St. to accommodate future intersection improvements, and dedicate an 8' public utility easement for future utility improvements. The Council will take appropriate action.

- c. COOPERATIVE PURCHASING AGREEMENT - FERGUSON WATERWORKS, INC**
City Council will consider a request to approve a Cooperative Purchasing Agreement with Ferguson Enterprises, Inc. to purchase building and plumbing materials for an annual amount not to exceed \$390,000 an aggregate amount not to exceed \$1,950,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.
- d. FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT - WEBER WATER RESOURCES, LLC**
City Council will consider a request to approve the First Amendment to the Cooperative Purchasing Agreement with Weber Water Resources, LLC for the provision of deep well and well pump maintenance and repair services to extend the current agreement for two additional years and increase the annual amount by \$100,000 to \$200,000 per year for an aggregate contract total not to exceed \$700,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.
- e. CONSTRUCTION CONTRACT AWARD - AUGUST BUILDING COMPANY**
City Council will consider a request to approve a construction contract with August Building Company to provide construction services for the Vehicle Shade Structures at the City Transit Center parking lot in the amount of \$222,320.00. The Council will take appropriate action.
- f. CONSTRUCTION CONTRACT AWARD - FELIX CONSTRUCTION COMPANY - NORTHSIDE WATER PRODUCTION FACILITY**
City Council will consider a request to award a construction contract to Felix Construction Company for construction of the Booster Pump Station and Process Piping Improvements, Northside Water Production Facility in the amount of \$1,082,400 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.
- g. CONSTRUCTION CONTRACT AWARD - NESBITT CONTRACTING CO.**
City Council will consider a request to approve a construction contract with Nesbitt Construction Co. to provide construction services for the Indian School Road Improvements Project in the amount of \$668,559.00 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.
- h. RESOLUTION 3211-814 - INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR A GIITEM POSITION**
City Council will consider a resolution approving an Intergovernmental Agreement with the Arizona Department of Public Safety to assign an officer full-time to the Gang and Immigration Intelligence Team Enforcement Mission (GIITEM) and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.
- i. RESOLUTION 3212-814 - INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF GLENDALE FOR LANDFILL SERVICES**
City Council will consider a resolution approving an Intergovernmental Agreement with the City of Glendale relating to landfill services, and authorize the Mayor or City Manager and the City Clerk to execute the necessary documents. The City Council will take appropriate action.

6 ECONOMIC DEVELOPMENT AGREEMENT PROPSTONE, LLC

City Council will consider an Economic Development Agreement with Propstone, LLC for the construction of Copper Springs Hospital. The Council will take appropriate action.

7 DISCUSSION REGARDING THE INTERGOVERNMENTAL AFFAIRS POSITION

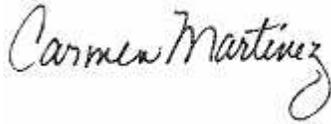
City Council will receive information regarding the assignment and classification of the Intergovernmental Affairs position. This item is for discussion and Council direction to the City Manager.

8 EXECUTIVE SESSION

The Council may hold an executive session pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(4) for discussion or consultation with the City's Attorney in order to consider its position and instruct the City Attorney regarding the Council's position regarding the potential condemnation of a property along McDowell Road.

9 ADJOURNMENT

Respectfully submitted,



Carmen Martinez
City Clerk

Council Members of the City of Avondale will attend either in person or by telephone conference call.

Los miembros del Concejo de la Ciudad de Avondale participaran ya sea en persona o por medio de llamada telefonica.

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 oido, o con necesidad de impresion grande o interprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1200 o TDD 623-333-0010 cuando menos dos dias habiles 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 politica 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 estos aparezcan en estos videos o grabaciones de audio. Los padres puedan 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 grabacion de la junta. Si hay algun menor de edad presente durante la grabacion, la Ciudad dara por entendido que los padres han renunciado sus derechos de acuerdo a la ley contenida A.R.S. 1-602.A.9.



CITY COUNCIL AGENDA

SUBJECT:

Minor Land Division - Copper Springs (PL-14-0081)

MEETING DATE:

8/11/2014

TO:

Mayor and Council

FROM:

Tracy Stevens, Development & Engineering Services Department Director
(623) 333-4012

THROUGH:

David Fitzhugh, City Manager

REQUEST:

Approval of a Minor Land Division that splits one parcel into two parcels, dedicates right-of-way for a future deceleration and right-turn lane along McDowell Road, and adjusts the Public Utility Easement to follow the right-of-way dedication.

PARCEL SIZE:

Approximately 11 acres

LOCATION:

Northeast Corner of 107th Avenue and McDowell Road (Exhibits A, B, and C)

APPLICANT:

Eric Goodman, API (812) 285-1940

OWNER:

Moreland Arizona Properties, LLC (William D Moreland) (303) 898-4766

BACKGROUND:

The subject property is within the Harbor Shores Planned Area Development (PAD). The Harbor Shores PAD identifies the property for commercial uses. On July 30, 2008, a Minor Land Division/Lot Combination map was approved reconfiguring the approximately 18 acre Parcel D and Parcel E of "The Gardens" into Parcel 1 and Parcel 2. The approximately 7 acre Parcel 1 was intended for development with approximately 124,000 square feet of luxury condo storage garages, named Garage Town (CU-07-2), and the approximately 11 acre Parcel 2 was intended for development with 96,000 square feet of garden offices and a 5,000 square feet of bank under the name Harbor Shores Executive Park (DR-07-5). Neither development was ever constructed.

This request is to split the 11 acre Parcel 2 into Lot 1 and Lot 2 of approximately 5 and 6 acres respectively. A proposed joint access easement along the Lot 1 and 2 property line will be recorded privately at a later date. The lot split is requested in conjunction with an application for Site Plan approval for a 52,465 sf hospital facility on Lot 2 known as Copper Springs Hospital.

SUMMARY OF REQUEST:

The proposed Minor Land Division (Exhibit E) splits an existing parcel into two lots of approximately 5 and 6 acres.

City Council approval is required for any Minor Land Division application which dedicates or abandons public rights-of-way and easements. The proposed application: A) Dedicates right-of-way along McDowell Road to accommodate the future construction of a deceleration and right-turn lane; and, B) Adjusts the location of the existing Public Utility Easement along the McDowell Road right-of-way north outside the newly dedicated right-of-way.

PARTICIPATION:

Public notification is not required for Minor Land Division applications.

PLANNING COMMISSION ACTION:

The Planning Commission does not review Minor Land Division applications.

ANALYSIS:

There are no minimum lot width, lot length, or lot area requirements for the property. The property is zoned Planned Area Development (PAD) as a part of the Harbor Shores PAD. The Harbor Shores PAD identifies the property as "Commercial," adhering to the Community Commercial (C-2) zoning district of the Zoning Ordinance, as amended.

The Minor Land Division is being processed concurrent with an application for Site Plan approval for a 52,465 square foot hospital facility on proposed Lot 2 (PL-14-0082). The proposed Lot 2 conforms to the proposed Site Plan. The location of the proposed joint-access easement, to be recorded at a later date by the property owners, corresponds to the location of a proposed joint-use driveway. The shared use and location of the driveway is necessary because distance requirements for driveway separation from intersections and from each other would preclude more than one driveway on McDowell Road. Because of the unknown potential volume of traffic that maybe generated by future development of Lot 1, right-of-way for a deceleration and right-turn-lane is requested at this time to avoid the need to request additional right-of-way after Lot 2 has been developed. Because the right-of-way is being adjusted 5 feet further north to accommodate the deceleration and right-turn-lane, the existing 8-foot wide Public Utility Easement (PUE) must also be adjusted north. The PUE is located outside, but abutting, the right-of-way.

Conclusion:

The proposed new lots conform to zoning requirements, Lot 2 conforms to the Site Plan application PL-14-0082 currently under administrative review, and the additional right-of-way and PUE adjustment accommodate potential future need for a deceleration and right-turn lane to serve Lot 1. Based on the information provided by the applicant and the analysis by staff, staff recommends approval of the Minor Land Division map without further conditions of approval.

FINDINGS:

The proposed request complies with the General Plan, the Zoning Ordinance, the Subdivision Ordinance, and the General Engineering Requirements Manual.

RECOMMENDATION:

Staff recommends that the City Council **APPROVE** application PL-14-0081 as part of the August 11, 2014 consent agenda.

PROPOSED MOTION:

I move that the City Council **APPROVE** application PL-14-0081, a request for approval of a Minor Land Division for approximately 11 acres of property located at the northeast corner of 107th Avenue and McDowell Road.

ATTACHMENTS:**Description**

[Exhibit A - General Plan Vicinity Map](#)

[Exhibit B - Zoning Vicinity Map](#)

[Exhibit C - Aerial Photo](#)

[Exhibit D - Summary of Related Facts](#)

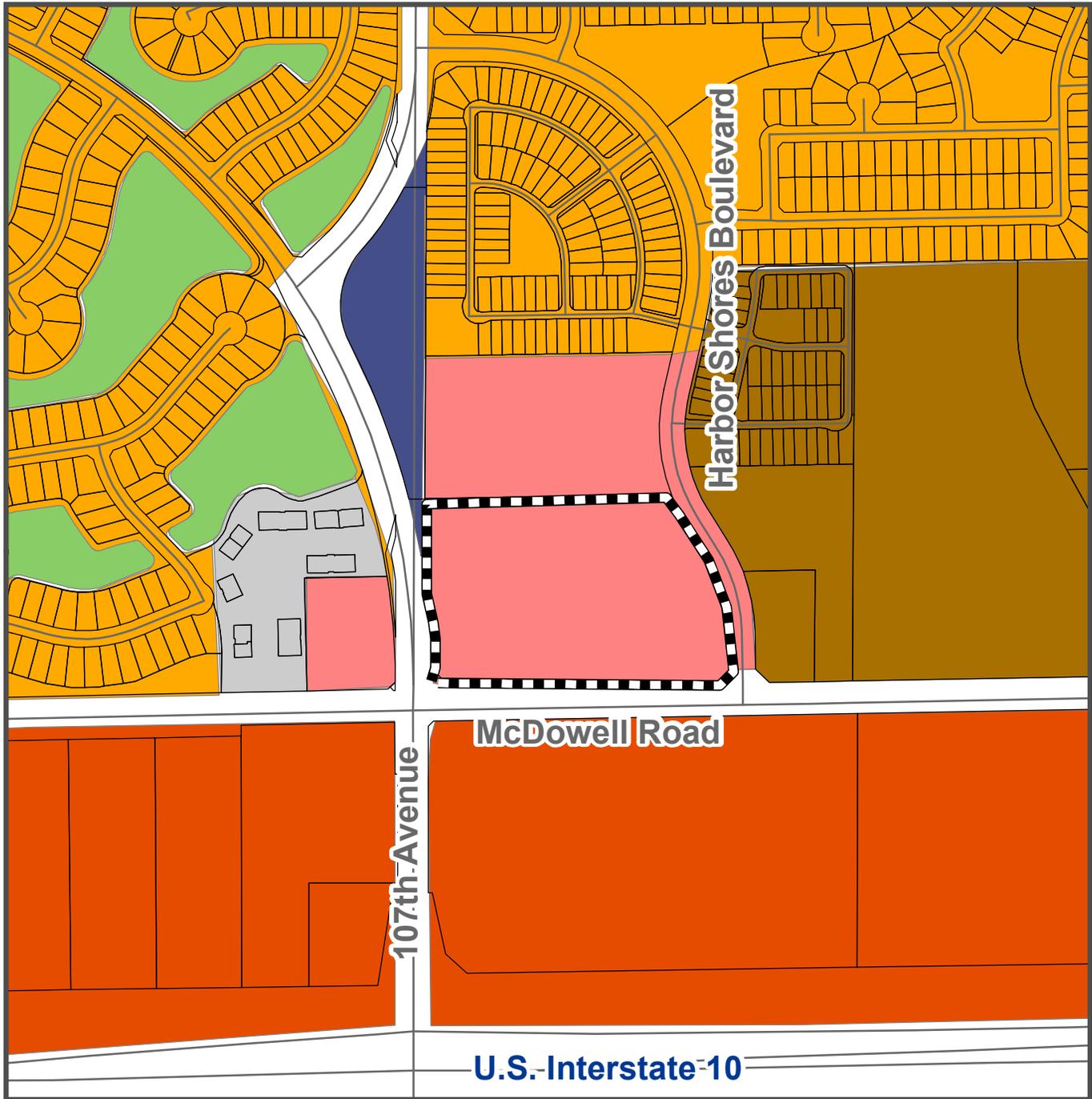
[Exhibit E - Copper Springs Minor Land Division Map \(PL 14-0081\)](#)

FULL SIZE COPIES: (Council Only)

None

PROJECT MANAGER

Eric Morgan, Planner II (623) 333-4017



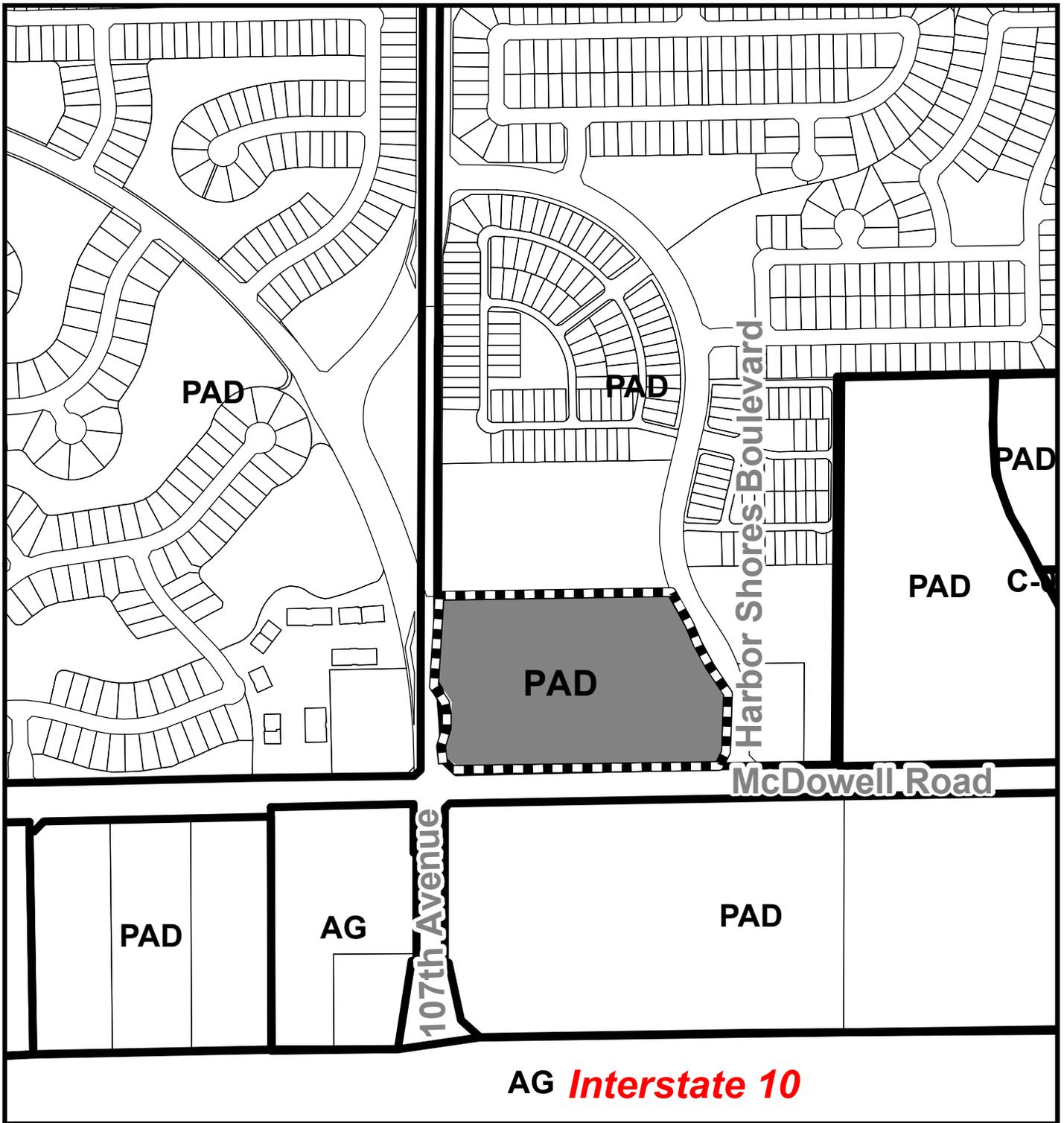
Copper Springs MLD
PL-14-0081

General Plan Land Use Map

- | | |
|--|--|
|  Local Commercial |  Medium Density Residential |
|  Freeway Commercial |  High Density Residential |
|  Public/Civic |  Open Space and Parks |

 Subject Property





**Zoning Vicinity Map
Copper Springs MLD
PL-14-0081**



Subject Property

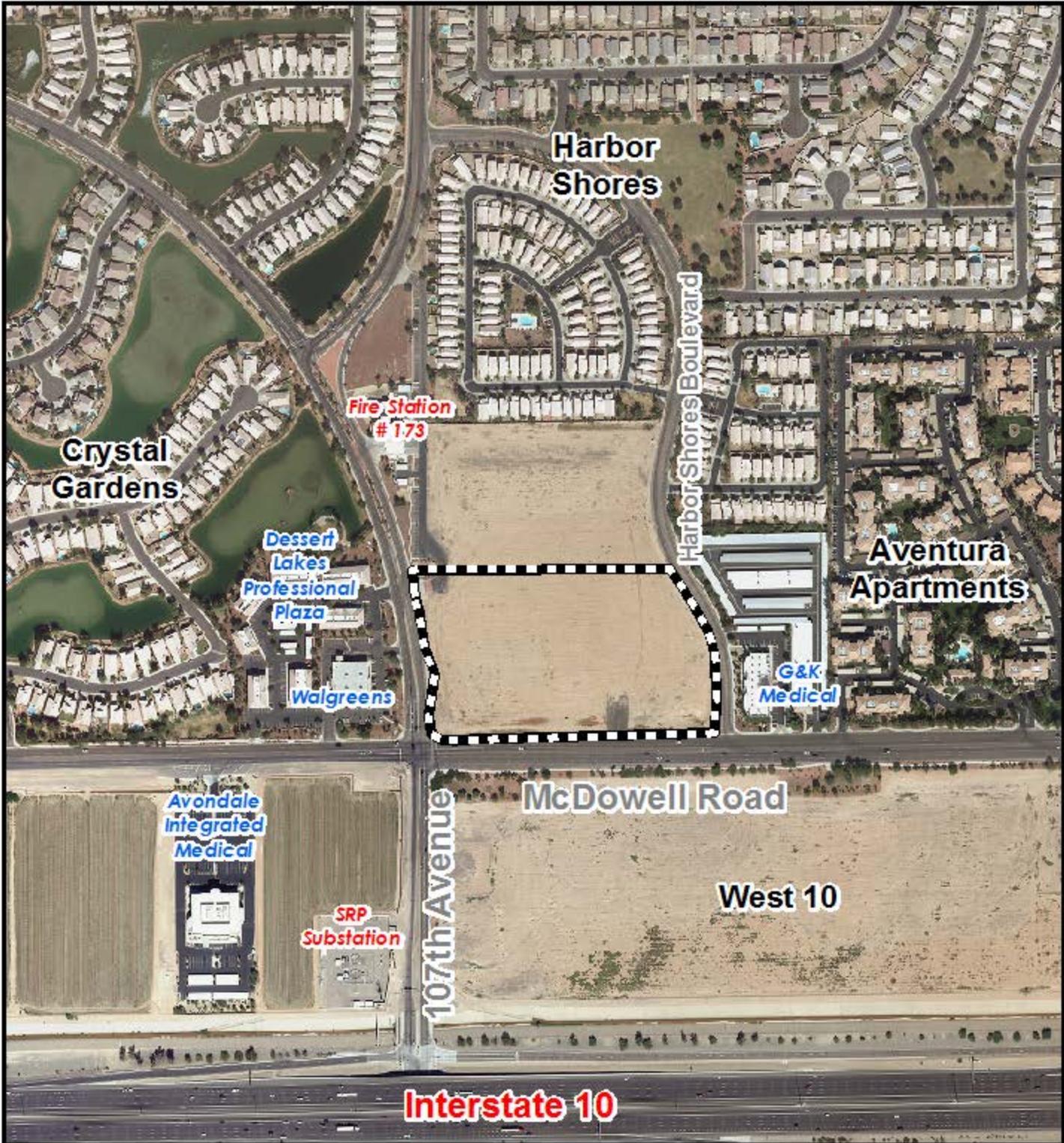


*SUMMARY OF RELATED FACTS
APPLICATION PL-14-0081 COPPER SPRINGS*

<i>THE PROPERTY</i>	
PARCEL SIZE	Approximately 11 acres
LOCATION	NEC 107 th Avenue and McDowell Road
PHYSICAL CHARACTERISTICS	Flat rectangular property without improvements
EXISTING LAND USE	vacant
EXISTING ZONING	Planned Area Development (PAD) [Harbor Shores]
ZONING HISTORY	Annexed 2/27/1985. Rezoned from AG to PAD (Harbor Shores) 4/18/1985. A new PAD (Harbor Shores) was approved 2/27/1987.
DEVELOPMENT AGREEMENT	None.

<i>SURROUNDING ZONING AND LAND USE</i>	
NORTH	PAD – Vacant (Harbor Shores, commercial area)
EAST	PAD – G&K Medical (Harbor Shores, commercial area)
SOUTH	PAD – Vacant (West 10 PAD)
WEST	PAD – Walgreens (Crystal Gardens, commercial area)
<i>GENERAL PLAN</i>	
The property is Local Commercial on the General Plan Land Use Map.	

<i>PUBLIC SCHOOLS</i>	
SCHOOL DISTRICT(S)	Pendergast Elementary School District and Tolleson Union High School District
ELEMENTARY SCHOOLS	Rio Vista Elementary School
HIGH SCHOOL	Westview High School



Aerial Photograph 2013
Copper Springs MLD
PL-14-0081



Subject Property



107th Avenue	
Classification	Arterial
Existing half-street ROW	55 feet
Standard half-street ROW	65 feet
Existing half-street improvements	2 travel lanes, bike lane, street lights, sidewalk
Standard half-street improvements	3 travel lanes, bike lane, streetlights, sidewalk, curb-and-gutter, and landscaping

McDowell Road	
Classification	Arterial
Existing half-street ROW	65 feet
Standard half-street ROW	65 feet
Existing half-street improvements	2 travel lanes, ½ median turn lane
Standard half-street improvements (arterial)	3 travel lanes, deceleration lane (when warranted), ½ landscaped median, bike lane, sidewalk, curb-and-gutter, street lights, and landscaping

Harbor Shores Boulevard	
Classification	Minor Collector
Existing full-street ROW	40 feet
Standard full-street ROW	40 feet
Existing full-street improvements	1 travel lane, ½ median turn lane, bike lanes, streetlights
Standard full-street improvements	2 travel lanes, ½ median turn lane, bike lane, sidewalk, curb-and-gutter, street lights, and landscaping

* Note: Harbor Shores Boulevard at McDowell Road will be signalized in the future with the development of West 10 PAD to the south. The developer of the NWC is contributing 25% of the signal costs to the City for the future signalization.

UTILITIES
There are existing 12” water lines in 107 th Avenue, McDowell Road, and Harbor Shores Boulevard.
There is an existing 18” sewer line in McDowell Road and an existing 10” sewer line in Harbor Shores Boulevard.

MINOR LAND DIVISION – COPPER SPRINGS

Exhibit E – Proposed Minor Land Division

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/35027>



CITY COUNCIL AGENDA

SUBJECT:

Minor Land Division - NE Corner of El Mirage Rd.
and Elwood St.

MEETING DATE:

8/11/2014

TO:

Mayor and Council

FROM:

Tracy Stevens, Development and Engineering Services Department Director
(623) 333-4013

THROUGH:

David Fitzhugh, City Manager (623) 333-1014

REQUEST:

Approval of a Minor Land Division that divides an existing parcel into three lots, dedicates right-of-way for future intersection improvements, and dedicates a public utility easement to accommodate future utility improvements.

PARCEL SIZE:

Approximately 21,073 square feet (0.48 acres)

LOCATION:

Northeast Corner of El Mirage Road and Elwood Street (Exhibits A and B)

APPLICANT:

Mr. Dan Pierce, Neighborhood Housing Services of Southwestern Maricopa County (602) 424-4024

OWNER:

Neighborhood Housing Services of Southwestern Maricopa County

BACKGROUND:

The subject property was annexed into the City of Avondale on August 6, 1990 and zoned R1-6 (Single Family Residential, Minimum Lot Size 6,000 square feet). A single-family home had occupied the lot for over twenty years, from the late 1970s until its demolition in 2006. Since 2006, the lot has remained vacant and undeveloped.

Neighborhood Housing Services of Southwestern Maricopa County (NHS-SWMC), a non-profit, took ownership of the parcel in July 2006. NHS-SWMC promotes affordable housing opportunities with an emphasis on serving the aging population, veterans with physical disabilities, and families with special needs children. In its present configuration, one residence could be constructed on the property. NHS-SWMC seeks to divide the property to allow for the future development of three single family residences on the site.

SUMMARY OF REQUEST:

1. The applicant is requesting approval of a Minor Land Division (MLD) to divide the 21,073 square foot subject property into three parcels, as follows:

- Lot 1, a proposed 6,800 square foot parcel located 138' from the northeast corner of El Mirage Road and Elwood Street; and
- Lot 2, a proposed 6,800 square foot parcel located 58' from the northeast corner of El Mirage Road and Elwood Street; and
- Lot 3, a proposed 7,028 square foot parcel located at the northeast corner of the El Mirage Road and Elwood Street intersection.

2. City Council approval is required for any application which dedicates public right-of-way. The proposed MLD dedicates a 30' by 30' right-of-way (ROW) triangle to accommodate future improvements to the intersection of El Mirage Road and Elwood Street. Additionally, the proposed MLD dedicates 8' wide public utility easements (PUEs) on both the Elwood Street and El Mirage Road street frontages to accommodate future utility service upgrades in the area.

PARTICIPATION:

Public notification is not required for Minor Land Division applications.

PLANNING COMMISSION ACTION:

The Planning Commission does not review Minor Land Division applications.

ANALYSIS:

- The proposed Minor Land Division has been reviewed by the City's Registered Land Surveyor and the document has been confirmed as geometrically accurate and in conformance with Arizona Statutes governing the subdivision of real property.
- The proposed Minor Land Division is in conformance with the City of Avondale Zoning Ordinance and Subdivision Regulations.
- The subject property is zoned R1-6 (Single Family Residential). The proposed MLD conforms to the R1-6 District requirements that lot sizes be no smaller than 6,000 square feet and lot widths be no less than 65'. The proposed lot depths of 85' are shorter than the 100' required by the R1-6 District, but have been approved through use of the Zoning Ordinance's provision which allows reduction of any development standard by up to 15 percent in designated revitalization areas. This Administrative Relief provision is intended to spur development in infill areas where investment is most needed.
- Staff will review plot plans, driveway configurations, and home elevations prior to construction on the site. All development will be required to meet development standards of the R1-6 District, including 10'8" side setbacks, 20' front setbacks, and 15' rear setbacks.
- Access to all three lots will be from Elwood Street, a local street. For safety reasons, driveway access to El Mirage Road, an arterial street, is not permitted.
- Approval of the proposed Minor Land Division will dedicate right-of-way that will accommodate future improvements to the El Mirage Road/Elwood Street intersection.

FINDINGS:

The proposed request complies with all applicable City documents, including but not limited to the Avondale Subdivision Regulations, Avondale Zoning Ordinance, Avondale General Plan 2030, and the General Engineering Requirements Manual.

RECOMMENDATION:

Staff recommends that the City Council **APPROVE** application PL-14-0041 as part of the August 11, 2014 consent agenda.

PROPOSED MOTION:

I move that the City Council **APPROVE** application PL-14-0041, a request for approval of a Minor Land Division for property located at the northeast corner of El Mirage Road and Elwood Street.

ATTACHMENTS:

Description

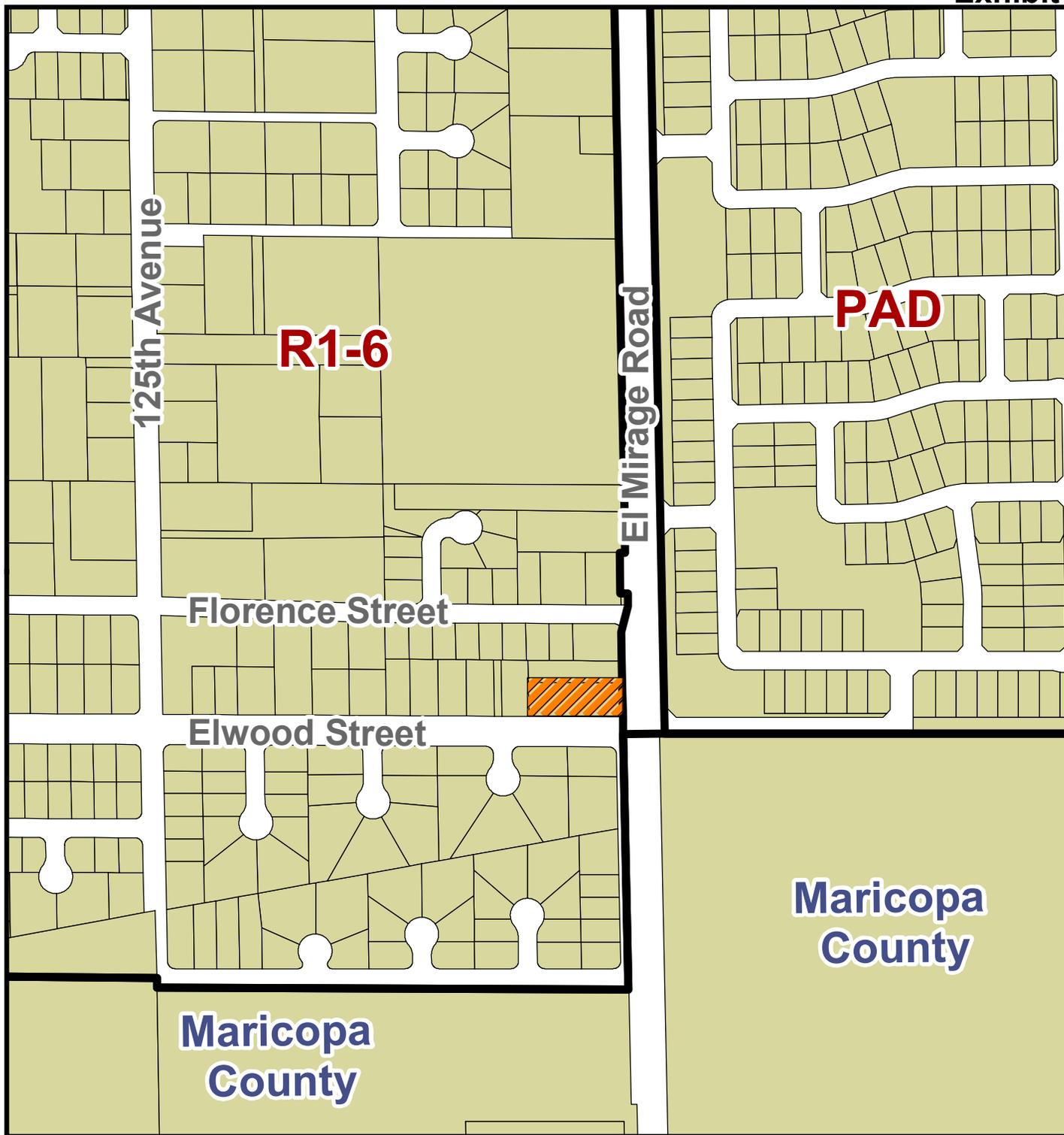
[Exhibit A - Zoning Vicinity Map](#)

[Exhibit B - Aerial Photograph](#)

[Exhibit C - Proposed Minor Land Division](#)

PROJECT MANAGER

Ken Galica, Senior Planner (623) 333-4019

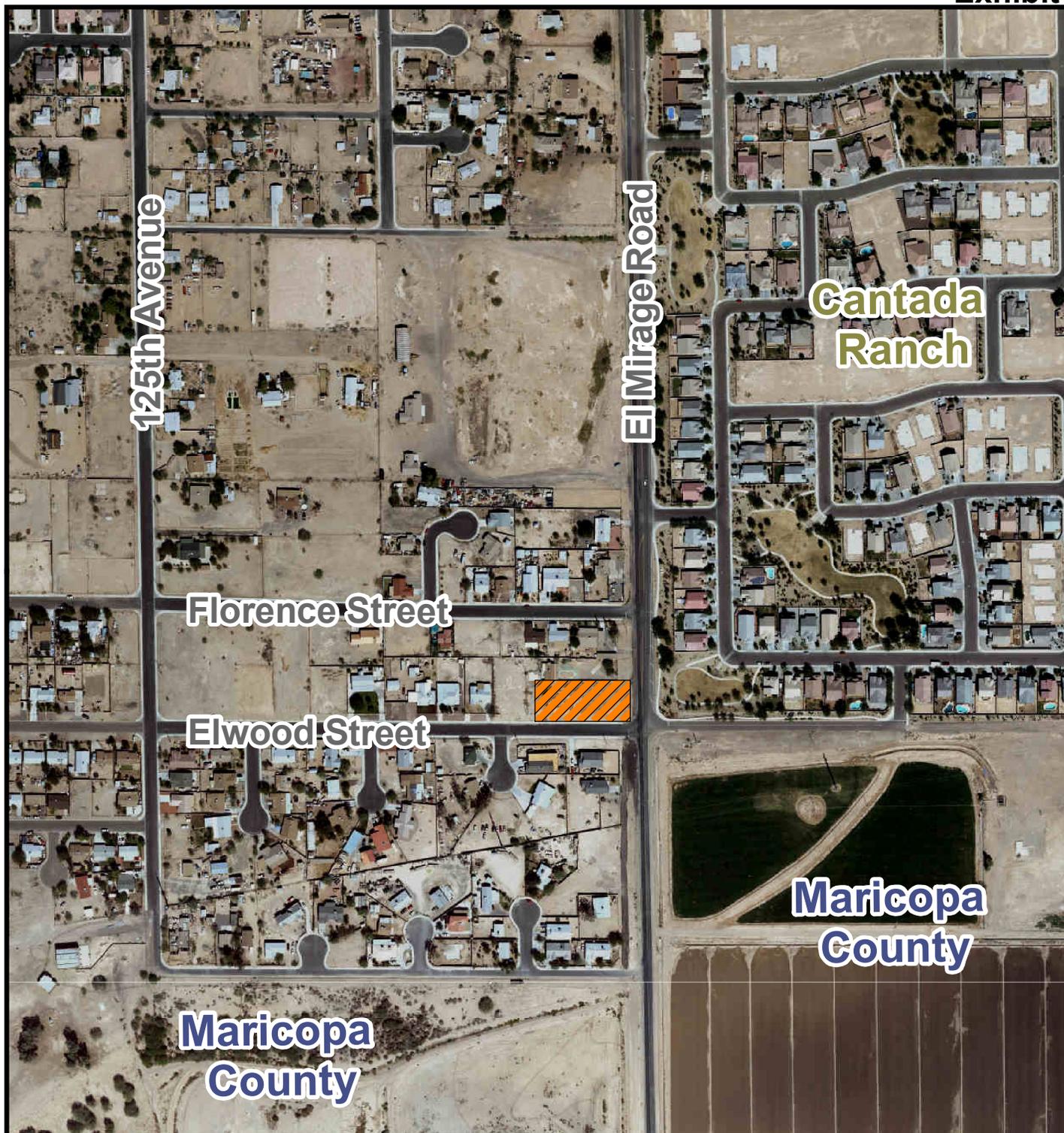


Zoning Vicinity Map



 Subject Property





Aerial Photograph



Subject Property



MINOR LAND DIVISION – NE CORNER OF ELWOOD ST AND EL MIRAGE RD.

Exhibit C – Proposed Minor Land Division

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/35028>



CITY COUNCIL AGENDA

SUBJECT:

Cooperative Purchasing Agreement - Ferguson
Waterworks, Inc

MEETING DATE:

8/11/2014

TO: Mayor and Council**FROM:** Cindy Blackmore, Acting Public Works Director, 623-333-4410**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is requesting that the City Council approve a Cooperative Purchasing Agreement with Ferguson Enterprises, Inc. to purchase building and plumbing materials for an annual amount not to exceed \$390,000 with an aggregate amount not to exceed \$1,950,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

After a competitive bid process, the State of Arizona entered into Contract Number ADSP014-074945 with Ferguson Enterprises, Inc. The State contract permits cooperative use by other governmental agencies including the City of Avondale. This Cooperative Purchasing Agreement will allow staff to purchase necessary materials. The initial contract term is through July 7, 2015. After expiration of the initial term, this agreement may be renewed for up to four (4) successive one-year terms.

DISCUSSION:

In order to properly maintain the water distribution and collections systems as well as well sites; qualified vendors must be utilized for the purchase of parts and supplies. Ferguson Enterprises, Inc. is a registered vendor with the City and has satisfactorily supplied the City with plumbing parts, equipment, and accessories in the past including the most recent contract which expired on July 12, 2014.

BUDGET IMPACT:

Purchases associated with this Agreement are typically charged to the following budget line items and are subject to annual budget authority:

Water Distribution

501-9100-00-7490, Water System Supplies

501-9100-00-7495, Meter Equipment

Water Production

501-9122-00-7490, Water System Supplies

Wastewater Collections

503-9200-00-7410, Parts

RECOMMENDATION:

Staff recommends that the City Council approve a Cooperative Purchasing Agreement with Ferguson Enterprises, Inc. to purchase building and plumbing materials for an annual amount not to exceed \$390,000 with an aggregate amount not to exceed \$1,950,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:**Description**

[Cooperative Purchasing Agreement](#)

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
FERGUSON ENTERPRISES, INC.**

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of August 11, 2014, between the City of Avondale, an Arizona municipal corporation (the “City”), and Ferguson Enterprises, Inc., a Virginia corporation (the “Vendor”).

RECITALS

A. After a competitive procurement process, State of Arizona (the “State”) entered into Contract No. ADSPO14-074945 dated July 8, 2014 (the “State Contract”), for the Vendor to provide building and plumbing materials. A copy of the State Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. The City is permitted, pursuant to Section 25-24 of the City Code, to purchase such materials under the State Contract, at its discretion and with the agreement of the awarded Vendor, and so long as the State Contract permits its cooperative use by other public entities, including the City.

C. The City and the Vendor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the State Contract and this Agreement, (ii) establishing the terms and conditions by which the Vendor may provide the City with plumbing parts, supplies and meters, as more particularly set forth in Section 2 below on an “as-required” basis (the “Materials”) and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials.

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 Vendor 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 7, 2015 (the “Initial Term”), unless terminated as otherwise provided in this Agreement or the State Contract. After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms (each, a “Renewal Term”) if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) the term of the State Contract has not expired, (iii) at least 30 days prior to the end of the then-current term of the Agreement, the Vendor requests, in writing, to extend the Agreement for an additional one-year term and (iv) the City approves the additional one-year term in writing (including any price adjustments approved as part of the State Contract, as evidenced by the City Manager’s signature thereon, which

approval may be withheld by the City for any reason. The Vendor's failure to seek a renewal of this Agreement shall cause the Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Vendor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

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

2.1 Inspection; Acceptance. Materials are subject to final inspection and acceptance by the City. Materials failing to conform to the requirements of this Agreement and/or the State Contract will be held at the Vendor's risk and may be returned to the Vendor. If so returned, all costs are the responsibility of the Vendor. Upon discovery of non-conforming Materials, the City may elect to do any or either of the following by written notice to the Vendor: (i) waive the non-conformance or (ii) bring Materials into compliance and withhold the cost of same from any payments due to the Vendor.

2.2 Cancellation. The City reserves the right to cancel any Materials Order within a reasonable period of time after issuance. Should a Materials Order be canceled, the City agrees to reimburse the Vendor but only for actual and documentable costs incurred by the Vendor due to and after issuance of the Materials Order. The City will not reimburse the Vendor for any costs incurred after receipt of the City notice of cancellation, or for lost profits, shipment of product prior to issuance of Materials Order or for anything not expressly permitted pursuant to this Agreement.

3. Compensation. The City shall pay Vendor for the Initial Term and for each subsequent Renewal Term, if any, an annual aggregate amount not to exceed \$390,000.00 for Materials at the unit rates set forth in the State Contract. The maximum aggregate amount for this Agreement shall not exceed \$1,950,000.00.

4. Payments. The City shall pay the Vendor monthly, based upon acceptance and delivery of Materials, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the State Contract and (ii) document and itemize all

Materials delivered and accepted to date. The invoice statement shall include a record of materials delivered, time expended and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the State Contract will be subject to rejection and may be returned.

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

6. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

7. Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Vendor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Vendor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

8. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any City-approved Materials Order, the State Contract and invoices, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the State Contract (collectively, the "Unauthorized Conditions"), other than the City's project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the City of any Materials Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the State Contract or to exercise or delay the exercise of any right or remedy provided in this Agreement, the State Contract shall not alter such terms and conditions or relieve the Vendor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

9. Rights and Privileges. To the extent provided under the State Contract, the City shall be afforded all of the rights and privileges afforded to the State and shall be the "State" (as defined in the State Contract) for the purposes of the portions of the State Contract that are incorporated herein by reference.

10. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 9 above, the City shall be afforded all of the insurance coverage and indemnifications afforded to the State to the extent provided under the State Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the City under this Agreement including, but not limited to, the Vendor's obligation to provide the indemnification and insurance. In any event, the Vendor 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 Vendor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

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

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

David W. Fitzhugh, City Manager

ATTEST:

Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2014, before me personally appeared David W. Fitzhugh, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
FERGUSON ENTERPRISES, INC.

[State Contract]

See following pages.



ARIZONA STATE CONTRACT

MASTER CONTRACT - TERM

Purchase Order No.: ADSPO14-074945
 Organizational Reference No.:
 Effective Date: 07/08/2014
 Valid Through: 07/07/2015

V E N D O R	Vendor Number: 9000003411 FERGUSON ENTERPRISES INC 111 E BUCKEYE RD PHOENIX, AZ 85004
--	--

I S S U E D B Y	State of Arizona State Procurement Office 100 N. 15th Avenue Suite 201 Attention Procurement Group Phoenix, AZ 85007 Jennifer Wenger
---	--

Contract No.: ADSPO14-074945
 Title: Building and Plumbing Materials - Statewide (PLUMBING)

The following documents make up the Contract and are incorporated herein by reference.

- PO Terms & Conditions
- OFFER & ACCEPTANCE FORM
- CORE LIST CATALOG
- PF149002N SPEC SHEET
- SPEC SHEET FOR LIN100839

Please refer to the electronic order in Procure.AZ.gov for the complete list of attachments

<p>Blanket Instructions</p> <p>TERMS AND CONDITIONS set forth in our Bid, Quotation, or Purchase Order are incorporated herein by reference and become a part of this order.</p>
--

Account Code:	Payment Terms: Net 30
Solicitation (Bid) No.:	Shipping Terms: F.O.B., Destination
	Delivery Calendar Day(s) A.R.O.: 1

Item	Description	Requisition	Quantity	Unit	Unit Price	Total
2	For each release, Customer needs to enter in the Contracted Unit Cost from the Core List (attached) or the Unit Cost as per Contractor's Catalog price as well as the contracted Discount from List Price in the Discount Percent field if that is not already part of the list price. Customer should also include a description of the specific item being ordered in the Item Description field or attach a quote from the Contractor with the specific item description.					
1	Class-Item 670-57 PLUMBING - Enter the contracted Discount Price to State from the Core List Price Sheet or the discounted price from the general catalog. Discount Off varies among manufacturers.		0.00	EA	\$ 0.00	\$ 0.00

TOTAL: \$ 0.00

Approved By: Jennifer Wenger

Phone No.: (602) 364-1113



Offer and Acceptance

Solicitation No.: ADSP014-00003936

Description: Building and Plumbing Materials - Statewide

State of Arizona
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Ferguson
Company Name

2201 E Medina Rd
Address

Tucson AZ 85756
City State Zip

troy.lewallen@ferguson.com
Contact Email Address

Troy Lewallen
Signature of Person Authorized to Sign Offer

Troy Lewallen
Printed Name

Government Sales Manager AZ
Title

Phone: 520-940-5886

Fax: 520-884-1084

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-09 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization IS/ IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No. adspo 14-074945

The effective date of the Contract shall be: July 8, 2014

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

State of Arizona
Awarded this 1 day of July 20 14

Dolci A. Mattena
Procurement Officer



Contract

State of Arizona
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Description: Building and Plumbing Materials - Statewide

Table of Contents

Specifications.....	2
Special Terms and Conditions	6
Uniform Terms and Conditions.....	16



Specifications

State of Arizona
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Description: Building and Plumbing Materials - Statewide

1. Introduction/Background

Pursuant to A.R.S. 41-2501, The Arizona Department of Administration, State Procurement Office (The State) is seeking bids from Authorized Dealers, Distributors and/or Manufacturers for **Building and Plumbing Materials** in order to establish statewide contract(s) necessary to support all State Agencies, Boards and Commissions and participating Cooperative Members (collectively hereinafter referred to as Eligible Agencies). The Special Terms and Conditions provide a more detailed definition of Eligible Agencies. A list of all [State Agencies](#) and [Cooperative Members](#) may be found on the [State Procurement Office's](#) Website. The State intends to award a contract(s) to qualified contractors in accordance with the terms, conditions and provisions set forth herein. The Building Materials and Plumbing Parts and Supplies Contract is set to expire July 7, 2014. The State desires to enter into a contract(s) with reliable and capable vendors who can; manage multiple agency accounts and delivery points located throughout the State, provide an effective ordering method for contract specific items, provide sufficient statewide delivery capabilities, and offer a full, comprehensive line of Building and Plumbing Materials. The estimated dollar volume of products and equipment purchased under the proposed contract(s) is \$4 to \$5 million annually based on historical usage data and anticipated volumes. This is an estimated usage and because this contract(s) will be used on an as needed basis, the State makes no guarantee as to actual spend under any resultant contract.

2. Statewide Capacity Requirements

The Contractor shall have certain capacities and support mechanisms in place for the successful performance of this contract on a statewide basis. These capacities and support mechanisms shall include but are not limited to the following:

- 2.1. Business Capacity. The Contractor shall have the ability to ensure acceptable performance under a statewide contract including the ability to create and manage numerous individual accounts for order placement, billing and reporting purposes and the ability to provide a full range of products, materials, parts, and service for each category offered in order to meet the demands of all eligible agencies. This shall include the ability to resolve customer disputes, handle multiple communications from accounts and provide excellent customer service.
- 2.2. Key Personnel. The Contractor shall have in place capable key personnel trained and responsible for providing the following services. A separate staff member is not required for each area described but each of these duties shall be specifically assigned to someone capable of performing each of these duties.
 - 2.2.1. Arizona Statewide Contract Representative – knowledgeable on all aspects of the contract, will handle contract administration requests and resolve problems that may arise. (Main point of contact for the State Procurement Office)
 - 2.2.2. Catalog Maintenance – maintain electronic and hard copy catalog along with resolution of State contract pricing issues.
 - 2.2.3. Spend Management Representative – knowledgeable in various spend management techniques and experience in the successful application of those techniques.
 - 2.2.4. Contract Data Analyst – capable of analyzing and reporting on various contract data inquiries including but not limited to contract spend data, usage trends, etc.
 - 2.2.5. Eligible Agency Contract Customer Service Representative – appropriate number to provide agency specific customer service and contract administration including but not limited to; return policies, after hours service, post-sales support, out of stock, order tracking, quality assurance, orders.
- 2.3. Ordering Capabilities. The Contractor shall have the ability to handle electronic, P-card, hard copy, phone, and walk in/will call orders as described within this solicitation. This includes providing and maintaining electronic and hardcopy catalogs along with toll-free phone customer service for ordering support and also web based catalogs that are maintained for the sole purpose of the State of Arizona Contract products and services.
- 2.4. Delivery Commitments. Contractor shall have clear policies in place for delivery completion time frames and minimum delivery commitment to any eligible agency.
- 2.5. Product Availability. All products offered shall be available for ordering at the time of contract award and throughout the life of the Contract. Changes to products that are available under any resultant contract cannot be made without prior written approval from the State in the form of a formal ProcureAZ contract change order.
- 2.6. Statewide Delivery.



Specifications

State of Arizona
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Description: Building and Plumbing Materials - Statewide

- 2.6.1. Upon request of an Eligible Agency, the Contractor shall provide inside delivery to specific locations at no extra charge. Inside delivery is defined as inside the customer’s business, building or outer property grounds.
- 2.6.2. Delivery for in stock items shall not exceed 48 hours (within 24 hrs. is preferable)
- 2.6.3. Delivery of out of stock items shall not exceed 10 working days. Individual Eligible Agencies may have additional restrictions for a given circumstance.
- 2.6.4. The Contractor shall have policies in place regarding late delivery such as order cancellation policy, discounts given for late deliveries, order tracking, etc.
- 2.6.5. Eligible agencies may have policies in place for the imposition of penalties for contractors that have continual late deliveries. These may include but are not limited to cancellation of order, future nonuse of contractor or filing of vendor performance report with the State Procurement Office.

2.7. Distribution/Warehouse Facilities. Contractor shall provide adequate warehouse facilities and distribution network dedicated to the successful performance of the awarded contract. This shall include but not limited to adequate volume stock levels, staff levels, fill rates and will call capabilities. The Contractor shall have a policy in place for damaged freight, shipping and invoicing error, defective items and other policies that increase the ability to deliver customer orders in a timely and accurate manner.

3. Product Requirements

3.1. Catalogs. Catalogs and/price lists shall be made available in both electronic and hardcopy formats upon request from an Eligible Agency. An accessible website that contains a downloadable catalog or price list or an interactive web catalog or price list shall also be available for use by Eligible Agencies. All catalogs that are made available to Eligible Agencies for use under this Contract shall only contain products included under this Contract. The Contractor shall not represent any product that is specifically excluded as a product covered under this Contract. The Contractor shall have a process in place for removing items determined to be exclude from this Contract.

3.2. Core List. The Contractor shall provide discounted firm fixed price for specific item or their equivalent listed within the core product list. The contractors shall provide products and pricing in a minimum of one category. The Core List reflects the most common or frequently purchased under the existing state contracts. Use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. Products substantially equivalent to the brands designated qualify for consideration. The Core List may change during the term of the Contract. Changes may be made to the Core List at the time of renewal and shall reflect the most common products purchased under the Contract to provide the best value to the Eligible Agencies. If multiple contracts are awarded, the core list shall have the ability to reflect the usage under each Contract.

3.2.1. Core List Item Description Prevails. In the case of discrepancy between the Description or Manufacturer Part Number and Manufacturer, the Description shall govern.

3.3. Catalog/Product Categories. The Contractor shall provide an established catalog/price list(s) containing comprehensive selection of products for a minimum of one Product Category. Pricing for all non-core/catalog items shall be based on a single fixed discount percent (%) from an establish list price. There is no limit to the number of commodities or equipment offered under each category nor is the Contractor required to provide all items included in the description of the category. All products offered under any category shall fall within the general category description. If there is any question as to a products inclusion in a category, the Procurement Officer shall make the final decision. The following is a general description of the product categories available under this contract along with any additional requirements of the products within each category.

3.3.1. Concrete, Cement & Masonry – Shall include but not limited to; Concrete Mix, Cement Block, Brick, and Repair Products and Accessories.

3.3.2. Lumber – Shall include but not limited to; Dimensional Lumber, Studs, Plywood, OSB Panels, Wood, Composite & PVC Boards, and Treated Lumber.

3.3.3. Roofing– Shall include but not limited to; Roofing Shingles, Roof Panels, Roofing Underlayment, and Coal Tar Pitch.

3.3.4. Drywall - Shall include but not limited to; Drywall panels, Drywall Joint Compound, Backer Board, Cement Board, and Drywall Tape.



Specifications

State of Arizona
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Description: Building and Plumbing Materials - Statewide

- 3.3.5. **Paints** – Shall include but not limited to; Paint, Primer, Stains, Sealers, Patching, Brushes, Rollers, Paint Sprayers, Glues, Tapes, Drop Cloths, Caulking, and Sealants.
- 3.3.6. **Windows & Doors** – Shall include but not limited to; Windows, Doors, Frames, Jambs, Hardware and Sashes.
- 3.3.7. **Fasteners** - Shall include but not limited to; Nails, Screws, Nuts, Bolts, Washers, Staples, Anchors, etc.
- 3.3.8. **Locking Systems and Parts** – Shall include but not limited to; Locks, Key Blanks, Tools, etc.
- 3.3.9. **Plumbing**
 - 3.3.9.1. **Tools & Sundries** – Shall include but not limited to; Plumbers Cement, Solder, Flux, Glue, Primer, Drain Cleaning Equipment etc.
 - 3.3.9.2. **Fixtures** – Shall include but not limited to; Toilets, Sinks, Tubs, Urinals, Showers, Waterless Urinal Kits, Partitions, and Tapware
 - 3.3.9.3. **Pipe and Fittings** – Shall include but not limited to; Clamps, Couplings, Hoses, O-Rings, Copper Pipe, ABS Pipe, PVC Pipe, etc.

3.4. **Installation Pricing (Optional).** Please provide a description and cost of installation services in reference to products offered that you are able to provide to requesting Eligible Agencies.

4. Service and Program Requirements

4.1. **Customer Service.** The Contractor shall provide customer service representatives, knowledgeable about the contract, to handle questions and resolve problems that arise. Customer Service requirements shall at a minimum include;

- 4.1.1. Representatives available to contract users during normal business hours that have on-line access to information to provide immediate response to inquiries concerning the status of orders (shipped or pending), delivery information, back-order information, contract pricing, contract product offerings/exclusions, billing questions or issues, contract compliance requirements, and general product information.
- 4.1.2. Shall be able to be accessed by toll free phone number, fax, email or internet.
- 4.1.3. Emergency number for after-hours use.
- 4.1.4. An escalation process that addresses unresolved issues.

4.2. **Warranties.** The Contractor shall describe all warranties that will be offered on all applicable equipment and products under this contract. All warranties offered shall meet or exceed the standard manufacturer warranty for the offered equipment or product.

4.3. **Discounts.** The Contractor(s) is encouraged to offer discounts for various groups or purchases. Such discounts may include but are not limited to the following;

- 4.3.1. **Educational Discount** – additional discount percent (%) from list price to qualifying education institutions (i.e. K-12, Colleges and Universities).
- 4.3.2. **Single Bulk Purchase** – additional discount percent (%) from list price offered on stand-alone bulk purchases. If offered, the contractor shall clearly describe what qualifies for the discount.
- 4.3.3. **P-Card** – additional discount percent (%) from list price offered on purchases paid on a Purchasing Card.

5. Green Requirements

5.1. **Environmental and Sustainable Practices.** The Contractor shall have sound environmental and sustainability practices in place. The environmental practices should be applicable to the items being offered such as;

- 5.1.1. Offer and recommend environmentally preferable products to customers when available and not cost prohibitive.
- 5.1.2. Offer and use environmentally friendly products, materials, and suppliers where economically feasible.
- 5.1.3. Offer and use equipment that may be disassembled so that components can be separated and reused or recycled easily,
- 5.1.4. Products that provide end of life recycling or cradle to grave processes.



Specifications

State of Arizona
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Description: Building and Plumbing Materials - Statewide

- 5.1.5. Reduced Packaging or use environmentally friendly packaging that uses no disposable containers is made from recycled content and meets or exceeds the minimum post-consumer content level for packaging in the U.S. EPA Comprehensive Procurement Guidelines.
- 5.1.6. Buy Back Programs.
- 5.1.7. Green Labeling and 3rd Party Certifications.
- 5.1.8. Identification of green products within Contractors catalogs and/or website.
- 5.2. Green Certification. The Contractor shall have policies in place to reduce the environmental impacts associated with the manufacture, use and disposal of products they offer to the extent it is technologically and economically feasible. The State encourages the purchase of products containing recycled content as well as those that are environmentally friendly or identified as green certified products such as Green Seal Certified. The Contractor shall supply a list of the industry recognized certifications and standards obtained.
- 5.3. Recycled Content. The Arizona Recycling Program encourages Arizona to reduce, reuse, recycle and buy recycled products as an alternative to solid waste disposal in landfills. Contractors are encouraged to offer products containing post-consumer content. Contractors shall have policies in place detailing their commitment to offering products where economically feasible, that contain recycled content. The policy should also include goals for minimum percentage of post-consumer material contained in those items.
- 5.4. Packaging. Contractors are encouraged to offer packaging that is environmentally friendly and meets at least one but preferably all of the following criteria;
 - 5.4.1. Minimizes or eliminates the use of disposable containers or wrap,
 - 5.4.2. Made from 100% post-consumer recycled material or at a minimum 25% post-consumer materials,
 - 5.4.3. Be recyclable,
 - 5.4.4. Reusable,
 - 5.4.5. Non-Toxic,
 - 5.4.6. Biodegradable.
- 5.5. Energy Efficiency. ARS 34-451 requires; "All state agencies shall procure energy efficient products that are certified by the United States Department of Energy or the United States Environmental Protection Agency as energy star or are certified under the Federal Energy Management Program (FEMP) in all categories that are available unless the products are shown not to be cost-effective on a life cycle cost basis."
 - 5.5.1. Contractors are encouraged to offer products that meet these requirements. Information about Energy Star Products and FEMP may be found at;
 - 5.5.1.1. <http://www.energystar.gov/products> ; and
 - 5.5.1.2. http://www.leere.energy.gov/femp/procurement/eep_requirements.html
- 5.6. Reporting Requirements. The following requirements shall be performed by the Contractor relating to an Environmentally Friendly or Green Products.
 - 5.6.1. The Contractor shall submit an Environmentally Friendly or Green Product Report that identifies the environmentally friendly or green products, energy efficient products, and products containing 25% post-consumer material sold and the total dollars purchased during the reporting period.
 - 5.6.2. The Contractor shall furnish this report on an annual basis to the Procurement Officer of record no later than July 31st or upon request of the State.
 - 5.6.3. Failure on the part of the Contractor to accurately and timely submit any reports required by this contract may give rise to any contractual remedies available to the state.



Special Terms and Conditions

State of Arizona
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Description: Building and Plumbing Materials - Statewide

1. Contract

- 1.1 Contract. The contract between the State of Arizona and the Contractor shall consist of the solicitation as amended, any requests for clarifications, the offer submitted by the Contractor including any Final Revisions, and their responses to any requests for clarifications. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the solicitation as amended shall govern. However, the State reserves the right to clarify any contractual requirement in writing, and such written clarification shall govern in case of conflict with the applicable requirements stated in the solicitation as amended or the Contractor's response. In all other matters not affected by the written clarification, if any, the solicitation shall govern.
 - 1.1.1 The State's primary contact for this solicitation and resultant contracts shall be the Procurement Officer assigned to the contract and listed in ProcureAZ.
 - 1.1.2 The Contractor's primary contact shall be the contact information contained in the ProcureAZ vendor profile or as stated in the submitted Offer and Acceptance of this solicitation.
- 1.2 Contract Term. The contract term shall commence upon award and will continue for one (1) year unless canceled, terminated or extended as otherwise provided herein.
- 1.3 Contract Extension. The initial contract term is subject to additional successive one-year periods or portions thereof with a maximum aggregate contract term including all extensions not to exceed five (5) years.
- 1.4 Contract Type. The contract is a firm fixed price for core items and a fixed-price, Percent (%) discount from a Price List / Catalog.
- 1.5 Amendments. Any change in the Contract, including but not limited to the Specifications described herein, whether by modification or supplementation, must be accomplished by a formal contract amendment or change order approved by and between the duly authorized representatives of the Contractor and the Arizona State Procurement Office. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment to the contract.
- 1.6 Contract Changes. The State reserves the right to modify this contract as circumstances may require without penalty to fulfill the needs of the State. The Contractor shall be notified prior to any changes in the contract and shall be accomplished by a contract amendment change order.
- 1.7 Eligible Agencies (Statewide). This Contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible State Purchasing Cooperative members may participate at their discretion. In order to participate in this contract, a cooperative member shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes § 41-2632.

Membership in the State Purchasing Cooperative is available to all Arizona political subdivisions including cities, counties, school districts, and special districts. Membership is also available to all non-profit organizations, as well as State governments, the US Federal Government and Tribal Nations. Non-profit organizations are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the internal revenue service under section 501(c) (3) through 501(c) (6).
- 1.8 Estimated Quantities. The State anticipates considerable activity resulting from this contract; however, no commitment of any kind is made concerning the quantity or monetary value of activity actually initiated and completed.
- 1.9 Non-Exclusive Contract. This contract has been awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary.
- 1.10 Appropriation of Funds. Every payment obligation of the Agency under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to an Eligible Agency or the State of Arizona in the event this



Special Terms and Conditions

State of Arizona
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Description: Building and Plumbing Materials - Statewide

provision is exercised, and neither the Eligible Agency nor the State shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

2. Administrative fee / Usage

- 2.1 Contractor shall assess an administrative fee in the amount of one (1%) against all contract sales to members of the State Purchasing Cooperative – including cities, counties, school districts and other qualified members. The administrative fee is calculated against all cooperative sales under this contract minus any taxes or regulatory fees, minus any returns or credits, and minus any shipping charges not already included in the unit prices. An updated list of State Purchasing Cooperative members may be found at http://spo.az.gov/Cooperative_Procurement/SPC/default.asp.
- 2.2 At its option, the State may expand or narrow the applicability of this fee. The State shall provide thirty (30) days written notice prior to exercising or changing this option.
- 2.3 The Administrative Fee shall be a part of the Contractor’s unit prices and is not to be charged directly to the customer in the form of a separate line item. Statewide contracts shall not have separate prices for State Agency customers and State Purchasing Cooperative customers.
- 2.4 Contractors shall submit a Quarterly Usage Report documenting all contract sales. The proper Usage Report Forms may be found on the State Procurement Office’s web site http://spo.az.gov/Contractor_Resources/Admin_Fee/. Any alternate Quarterly Usage Report format shall be approved by the Procurement Officer. If there are no contract sales during a quarter a quarterly Usage Report indicating “no contract sales” shall be submitted to satisfy this requirement.
- 2.5 The applicable Administrative Fee shall be submitted, along with a Quarterly Usage Report to the State Procurement Office no later than the last day of the month following the end of each calendar quarter. Administrative Fees shall be submitted to the following address:

Arizona Department of Administration
State Procurement Office
Attention: Statewide Contract Administrative Fee
100 N. 15th Avenue, Suite 201
Phoenix, AZ 85007

- 2.6 The submission schedule for Administrative Fees and Usage reports shall be as follows:

FY Q1 (July–Sept.)	Due October 31
FY Q2 (Oct.–Dec.)	Due January 31
FY Q3 (Jan.-March)	Due by April 30
FY Q4 (April – June)	Due by July 31

Contractor's failure to remit accurate administrative fees and quarterly usage reports in a timely manner consistent with the contract’s requirements may result in the State exercising any recourse available under the contract or as provided for by law.

- 2.7 Additional Reports. The Contractor shall furnish additional reports relating to contract usage as requested.

3. Pricing

- 3.1 General Price List / Catalog Pricing. All non-core items within an approved price list / catalog shall be priced based on the single discount percentage (%) off. List price shall be defined as the pricing regularly maintained by either the manufacturer or the contractor and shall be published or otherwise available for inspection by Customers. Initial contract price lists/catalogs shall be honored and held firm for 6 months after award of contract.
- 3.2 Core Items Pricing. All core items prices shall be a firm fixed price.
- 3.3 Pricing – All Inclusive. Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Specifications and all aspects of the Contractor’s offer as accepted by the State. Details of service not explicitly stated in the Specifications or in the Contractor’s Offer, but necessarily a part of, are deemed to be understood by the Contractor and included herein. All administrative, reporting or other requirements, all overhead costs and profit and any other costs towards the accomplishment of the requirements in this Contract are included in the pricing provided.



Special Terms and Conditions

State of Arizona
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Description: Building and Plumbing Materials - Statewide

- 3.4 **Price Adjustment.** The State Procurement Office may review a fully documented request for a price increase. The requested increase shall be in writing and be based upon a cost increase to the contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned.
- 3.4.1 Initial contract prices will be honored for 6 months after award of contract.
- 3.4.2 All written requests for price adjustments made by the contractor shall be initiated thirty (30) days in advance of any desired price increase to allow the State sufficient time to make a fair and equitable determination to any such requests. This may be waived upon proper documentation demonstrating the urgency of the request.
- 3.4.3 All price adjustments will be implemented by a formal contract change order. The State shall determine whether the requested price increase or an alternate option is in the best interest of the State.
- 3.5 **Price Reductions.** Price reductions may be submitted to the state for consideration at any time during the contract period. The contractor shall offer the state a price reduction on the contract product(s) concurrent with a published price reduction made to other customers. The state at its own discretion may accept a price reduction. The price reduction request shall be in writing and include documentation showing the actual reduction of cost. Sales promotions requests shall include difference in pricing, begin and end date of promotion along with the products covered.
- 3.6 **Installation Pricing (Optional).** Hourly rate indicated in ProcureAZ, shall be for installation services provided in Offerors attached installation document.

4. Shipping

- 4.1 **Pricing shall include shipping FOB destination statewide;** All products shall be shipped FOB Destination and the Contractor shall retain title and control of all goods until they are delivered. Any shipping costs shall be quoted and billed as a separate line item and shall not be bundled in the product unit costs. Quotes shall show shipping costs as an estimate, if exact costs are not known at time of quotation. The State reserves the right to utilize other shipping carriers if the estimated costs for shipping are deemed to be excessive.
- 4.2 **Delivery Commitments.** Contractor shall have clear policies in place for delivery completion time frames and minimum delivery commitment to any eligible agency.
- 4.2.1 Delivery shall be made within 30 days or as mutually agreed upon in writing between the ordering agency and the contractor.
- 4.2.2 The ordering agency shall have the right to cancel all orders that are not delivered within the 30 days or mutually agreed upon time frame with no penalty.
- 4.3 **Packing Slips:** Each shipment shall include a packing slip showing the contract number, item, price, and the quantity shipped.

5. Products

- 5.1 **New Products.** The State, at its sole discretion, reserves the right to include additional products that are within the specifications and in the best interest of the State. Approval(s) shall be in the form of a contract amendment or change order and shall become effective on the date specified in the amendment or change order. Upon approval by the State, the contractor shall make available all price list / catalog updates to all eligible agencies at no additional cost to the State. Pricing shall be in line with current contract pricing. Contractor's request for new products shall include the following information;
- 5.1.1 Documentation that provides clear evidence that the new products are those that are within the specifications of awarded contract. NO products outside the specifications of the original award shall be allowed.
- 5.1.2 That states prices at which sales are currently or were last made to a significant number of buyers or buyers constituting the general buying public for the materials or supplies involved and that will be sold at the existing discount (percent %) form list price as existing products.
- 5.2 **Additional Products.** The State, at its sole discretion, reserves the right to include additional products or services that are within the specification and in the best interest of the State. Approval(s) shall be in the form of a contract amendment change order and shall become effective on the date specified in the amendment change order. Upon approval by the State, the contractor shall make available all price list / catalog updates to all eligible agencies at no



Special Terms and Conditions

State of Arizona
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Description: Building and Plumbing Materials - Statewide

additional cost to the State. Pricing shall be in line with current contract pricing. Contractor's request for new products shall include the following information;

5.2.1 Documentation that provides clear evidence that the new products are those that are within the specifications of awarded contract.

5.2.2 Documentation that states prices at which sales are currently and that will be sold at the existing discount (percent %) off list price / catalog as existing products.

5.3 Warranty. The Contractor warrants that the warranty period on materials shall be a minimum of twelve (12) months from date of delivery as recorded by the State or as specified by the manufacturer (if greater than twelve (12) months). Any defects of design, workmanship, or materials, that would result in non-compliance with the contract specification, shall be fully corrected by the contractor without cost to the State.

5.4 Product Removal. The contractor shall not cancel or remove products without prior approval of the State. The contractor shall provide an equal or acceptable replacement approved by the State if available.

5.5 Product Discontinuance. In the event that a product or groups of products are discontinued by a manufacturer, written notice shall be submitted to the State within 5 business days of notification from manufacturer. The State at its sole discretion may allow the Contractor to provide replacements for the discontinued product(s) or allow the deletion of such products from the contract. Approval shall be in the form of a contract amendment or change order and shall become effective upon execution of the amendment or change order, unless otherwise stated. Upon approval by the State, the Contractor shall make available all electronic and hard price list / catalog updates to all eligible at no additional cost to the State. The request may be submitted at any time during the contract period and shall be supplemented with the following information. Failure to supply any of the following information with the request may result in the State not considering the request.

5.5.1 A formal announcement or documentation from the manufacturer stating that the product(s) have been discontinued.

5.5.2 Documentation describing any replacement product providing clear evidence that the replacement product(s) meets or exceeds the specifications of the discontinued product(s) while remaining in the same product group(s) as the discontinued item, and;

5.5.3 Documentation confirming that the price for the replacement product(s) is equivalent or less than the discontinued item.

5.6 Recall Notices. In the event of any recall notice, technical service bulletin, or other important notification affecting a product offered under this contract, a notice shall be sent to the Eligible Agency listed on each applicable purchase order. Each notice shall reference the affected purchase order and product being recalled.

5.7 Forced Substitutions. Forced substitutions shall not be allowed. The contractor shall obtain prior written approval from the Eligible Agency before any substitution may be made for an out of stock item.

5.8 Serial Numbers. Any items offered under this contract shall not contain an original manufacturer's serial number that has been altered in any way. Any equipment discovered to have an altered original serial number shall be given a full exchange or refund upon return by the Eligible Agency.

5.9 MSDS Sheets. If any item(s) on any Contract order is a hazardous chemical, as defined under OSHA 29 CFR 1010.1200, the Contractor shall include the appropriate Material Safety Data Sheet(s) with the initial shipment and with the first shipment after a Material Safety Data Sheet is updated. The Contractor shall send the initial or updated Material Safety Data Sheet(s) with a complete container, partial container or single product. The Contractor, distributor or manufacturer may make access to Material Safety Data Sheets available online via their website, however, Material Safety Data Sheets must be provided as stated herein, regardless of online availability, to meet United States Department of Labor, Occupational Safety and Health Administration (OSHA) requirements.

6. Licenses

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 under this contract.

7. Subcontractors



Special Terms and Conditions

State of Arizona
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Description: Building and Plumbing Materials - Statewide

- 7.1 Subcontractor Approval. Supplemental to the Uniform Terms and Conditions, Section 5.2, Subcontracts, Contractor shall not enter into any Subcontract under this Contract, for the performance of services under this Contract, without the advance written approval of the Procurement Officer. The contractor shall submit a formal written request on company letterhead and including an Attachment II, Proposed Subcontractors, or a document containing the information requested in Attachment II.
- 7.2 With the request, Contractor shall certify that all Subcontracts incorporate by reference the terms and conditions of this Contract. The issuance of subcontracts shall not relieve Contractor of any of its obligations under the Contract, including, among other things, the obligation to properly supervise and coordinate the work of subcontractors performing for the Contractor under this Contract. Nothing contained in any subcontract shall create a contractual relationship between any subcontractor and the State.

8. Invoice – Billing

- 8.1 All billing notices or invoices shall be sent to the eligible using agency whose address appears on the contract release order/purchase order as the bill to address and should contain, at a minimum, the following information:
- Both the contract number and contract release/purchase order number
 - Name and address of the contractor / sub-contractor
 - The contractor's remittance address
 - Contractor's representative to contact concerning billing questions
 - Contractual payment terms
 - Date the items were ordered/picked up/shipped/delivered
 - Description of items and listing of quantities
 - Price per unit and total per unit
 - Shipping to be priced separately if applicable
 - Total of invoice
 - Applicable taxes
- 8.2 Invoices not sent to the proper address, or not containing the necessary and required information may delay payment to the contractor. A contractor whose payments are delayed due to improper invoicing shall make no claim against the using agency or the State for late or finance charges.
- 8.3 The State will make every effort to process payment for the purchase of product within thirty (30) calendar days after the State has conducted the necessary reviews, and inspections as described herein. Completion of the services provided to the State does not constitute acceptance, therefore, only the State acceptance date will be a valid date for starting the thirty (30) calendar day payment period.

9. Ordering

- 9.1 Purchase Order Sufficiency. This contract was awarded in accordance with the Arizona Procurement Code and all transactions and procedures required by the code for competitive source selection have been met. A contract release order/purchase order, initiated in accordance with the requirements contained herein, that cites the correct Arizona contract number is the only document required for an Eligible Agency to order and the contractor to deliver the material and /or service.
- 9.2 Ordering Requirements. The Contractor shall provide a comprehensive selection of building and/or plumbing materials in accordance to the requirements stated herein. Pricing for all other products outside of the core items list provided under this contract shall be based on a single fixed discount percent (%) off an established price list / catalog.
- 9.2.1 The Contractor shall accept orders from any eligible agency as defined in Section 1.7 of the Special Terms and Conditions, titled Eligible Agencies.
- 9.2.2 The Contractor shall provide and maintain applicable toll-free telephone numbers, email addresses, and at least one (1) electronic ordering system through the following methods:
- Electronic – online through the State's e-procurement system or online through a website maintained by the Contractor
 - Hard copy purchase orders (PO's)
 - Phone



Special Terms and Conditions

State of Arizona
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Description: Building and Plumbing Materials - Statewide

- Purchasing Card – The Contractor shall have the ability to receive payments from eligible agencies via purchasing card in the same manner as other credit cards. No additional fee shall be allowed for using this method of payment.

Failure to maintain this service may be cause for cancellation of the contract.

9.3 Non Contract Items. Any attempt to knowingly represent any material and/or service not specifically awarded, as being under contract with the State of Arizona is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

9.4 Minimum Orders. No minimum dollar or item count shall be allowed on orders from Eligible Agencies.

9.5 Order Acknowledgement. Contractor shall acknowledge receipt of all orders. Contractor shall notify the Customer, in writing or electronically, within twenty-four hours of order receipt. Customers may accept verbal order acknowledgment when time and circumstances require. At time of order acknowledgement, the Contractor shall make aware all applicable shipping charges to the Customer.

9.6 Return Policy. In the event ordered and delivered items are returned to the Contractor due solely to a management decision by the Eligible Agency and not due to any fault or error by the Contractor, the freight cost for the return of the items plus any cost necessary to insure receipt of the returned items by the Contractor shall be paid by the ordering agency. Items returned under this provision must be shipped back to the Contractor by the ordering agency not later than 30 calendar days after initial receipt of the items from the Contractor and must be returned unused in the original packaging including any instruction manuals or other material accompanying the initial shipment. The Contractor shall not be entitled to a restocking fee.

10. Key Personnel

It is essential that the contractor provide an adequate staff of personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract.

11. Price List / Catalogs (electronic/hard copy)

11.1 Price List / Catalog. An established price list / catalog shall be defined as one that:

11.1.1 Is regularly maintained by a manufacturer, distributor or Contractor;

11.1.2 Is either published or otherwise available for inspection by customers; and

11.1.3 States prices at which sales are currently or were last made to the general buying public for the items involved.

11.2 Copies of Price Lists / Catalogs. The contractor shall supply, at no charge to the State, price lists / catalogs of contracted items or notices of change to Eligible Agencies upon contract effective date, upon request, or as price lists / catalogs are incorporated into the contract.

11.3 Price List / Catalog Maintenance. The contractor shall provide and maintain electronic and hard copy versions of all contracted price lists / catalogs during the contract term. No alterations, amendments or updates shall be allowed without prior approval by the State. Electronic versions shall be in either of the following formats.

11.3.1 Internet versions available through a Universal Resource Locator (URL) link, or;

11.3.2 Portable Document Format (pdf) versions attached to the contract

11.3.3 Excel worksheet

11.4 One Version. The State, at its sole discretion, may maintain the contractor's electronic price list / catalog data or provide electronic links to it through our ProcureAZ web-site. Regardless of the number and types of links to the contractor's electronic price list / catalog, the contractor shall ensure that all eligible agencies are able to access one, and only one, version of contracted price list / catalog.

11.4.1 All versions shall list all products the contractor is authorized to sell under the contract and shall not contain any items excluded from this contract. The catalog shall clearly indicate, at a minimum the following:

11.4.1.1. The contract number.



Special Terms and Conditions

State of Arizona
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Description: Building and Plumbing Materials - Statewide

- 11.4.1.2. Part numbers and descriptions (photos optional) of all contracted products or groups of products. Non-contracted products or groups of products shall be excluded from view.
- 11.4.1.3. Pricing information including catalog or list price and contract price.
- 11.4.1.4. The discount (percent %) from list price for each product.
- 11.4.1.5. Ordering information.
- 11.4.1.6. Key Personnel contact information.

12. Contraband

- 12.1 Any person who takes into or out of, or attempts to take into or out of a correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including employees and visitors, entering upon these confines are subject to routine searches of their person, vehicles, property of packages
- 12.2 DEFINITION – A.R.S. § 13–2501. Contraband means any dangerous drug, narcotic drug, intoxication liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use or possession would endanger the safety, security, or preservation of order in a correctional institution or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, nonprescription medication, etc.)
- 12.3 PROMOTING PRISON CONTRABAND – A.R.S. § 13–2505
 - 12.3.1 A person, not otherwise authorized by law, commits promoting prison contraband:
 - By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
 - By knowingly conveying contraband to any person confined in a correctional facility; or
 - By knowingly making, obtaining or possessing contraband while being confined in a correctional facility.
 - 12.3.2 Promoting prison contraband is a Class 5 felony.

13. IT 508 Compliance

- 13.1 Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this solicitation shall comply with A.R.S. 41-3531 and 3532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individual with disabilities.

14. Pandemic Contractual Performance

- 14.1 The Contractor shall have a plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at any time prior or post award of a contract. At a minimum the pandemic performance plan shall include:
 - 14.1.1 Key succession and performance planning if there is a sudden significant decrease in contractor’s workforce.
 - 14.1.2 Alternative methods to ensure there are products in the supply chain; and
 - 14.1.3 An up to date list of company contacts and organization chart.
- 14.2 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights:
 - 14.2.1 After the official declaration of a pandemic, the State may temporarily void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms;
 - 14.2.2 The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the director as per § 41-2537 of the Arizona Procurement Code; and
 - 14.2.3 Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).



Special Terms and Conditions

State of Arizona
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Description: Building and Plumbing Materials - Statewide

14.3 The State, at any time, may request to see a copy of the written plan from the Contractor. The Contractor shall produce the written plan within 72 hours of the request.

15. Risk and Liability

15.1 **Indemnification:** To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

15.2 **Insurance Requirements:** Contractor (Vendor) shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property that may arise from or in connection with the purchase and or use of the commodity.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the purchase and use of the commodities sold under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase such additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Fire Legal Liability \$ 50,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed (Blanket Endorsements are not acceptable) to include the following additional insured language: "The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor." Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

b. Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the "State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees" for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability



Special Terms and Conditions

State of Arizona
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Description: Building and Plumbing Materials - Statewide

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000
 - a. The policy shall be endorsed (Blanket Endorsements are not acceptable) to include the following additional insured language: “The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.” Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
 - b. Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the “State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees” for losses arising from work performed by or on behalf of the Contractor.
 - c. Policy shall contain a severability of interest provision.

3. Worker's Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability

Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

 - a. Policy shall contain a waiver of subrogation endorsement (Blanket Endorsements are not acceptable) in favor of the “State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees” for losses arising from work performed by or on behalf of the Contractor.
 - b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed to contain, the following provisions:

1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the Department and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Contractors insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an “A.M. Best” rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements (**Blanket Endorsements are not acceptable**) are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or



Special Terms and Conditions

State of Arizona
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Description: Building and Plumbing Materials - Statewide

prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **the Department**. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **APPROVAL**: Any modification or variation from the insurance requirements in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.
- G. **EXCEPTIONS**: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.



Uniform Terms and Conditions

State of Arizona
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Description: Building and Plumbing Materials - Statewide

1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1 “Attachment” means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2 “Contract” means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3 “Contract Amendment” means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4 “Contractor” means any person who has a Contract with the State.
- 1.5 “Days” means calendar days unless otherwise specified.
- 1.6 “Exhibit” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7 “Gratuity” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8 “Materials” means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9 “Procurement Officer” means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10 “Services” means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11 “Subcontract” means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12 “State” means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13 “State Fiscal Year” means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

- 2.1 Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1 Special Terms and Conditions;
 - 2.3.2 Uniform Terms and Conditions;
 - 2.3.3 Statement or Scope of Work;
 - 2.3.4 Specifications;
 - 2.3.5 Attachments;
 - 2.3.6 Exhibits;
 - 2.3.7 Documents referenced or included in the Solicitation.
- 2.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this



Uniform Terms and Conditions

State of Arizona
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Description: Building and Plumbing Materials - Statewide

Contract shall be deemed to be the employee or agent of the other party to the Contract.

- 2.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

- 3.1 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2 Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3 Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4 Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6 Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7 Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8 Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor



Uniform Terms and Conditions

State of Arizona
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Description: Building and Plumbing Materials - Statewide

or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

- 3.9 Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.10 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 3.11 Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

- 4.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2 Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3 Applicable Taxes.
 - 4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
 - 4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - 4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 - 4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 4.4 Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5 Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
 - 4.5.1 Accept a decrease in price offered by the contractor;
 - 4.5.2 Cancel the Contract; or
 - 4.5.3 Cancel the contract and re-solicit the requirements.



Uniform Terms and Conditions

State of Arizona
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Description: Building and Plumbing Materials - Statewide

5. Contract Changes

- 5.1 Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor’s proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3 Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

- 6.1 Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 6.2 Indemnification
 - 6.2.1 Contractor/Vendor Indemnification (Not Public Agency). The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
 - 6.2.2 Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'Indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."
- 6.3 Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- 6.4 Force Majeure.
 - 6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party’s performance of this Contract is prevented by reason of force majeure. The term “*force majeure*” means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
 - 6.4.2 Force Majeure shall not include the following occurrences:
 - 6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer’s plant or elsewhere, or an oversold condition of the market;
 - 6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or



Uniform Terms and Conditions

State of Arizona
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Description: Building and Plumbing Materials - Statewide

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

7.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the materials are used;

7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4 Adequately contained, packaged and marked as the Contract may require; and

7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

7.3 Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5 Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

7.6 Survival of Rights and Obligations after Contract Expiration or Termination.

7.6.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

8.1 Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable



Uniform Terms and Conditions

State of Arizona
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Description: Building and Plumbing Materials - Statewide

to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order.

8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5 Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. **Contract Termination**

9.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4 Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and



Uniform Terms and Conditions

State of Arizona
State Procurement Office
100 N. 15th Ave, Suite 201
Phoenix, AZ 85007

Description: Building and Plumbing Materials - Statewide

minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 Termination for Default.

9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6 Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. **Contract Claims**

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. **Arbitration**

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12. **Comments Welcome**

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

TENANCE | FACILITIES MAINTENANCE | FACILITIES MAINTENANCE
ILITIES MAINTENANCE | FACILITIES MAINTENANCE | FACILITIES MAINTENANCE
TENANCE | FACILITIES MAINTENANCE | FACILITIES MAINTENANCE
ILITIES MAINTENANCE | FACILITIES MAINTENANCE | FACILITIES MAINTENANCE

FERGUSON[®]

Essentials

Facilities Maintenance



- Inventory Management • 1,600 locations, 50 states, The District of Columbia, Canada, Puerto Rico, Mexico, the Caribbean and Central America • 11 Strategically-located Distribution Centers • Tools, Safety & M.R.O. • Ferguson Online Ordering

Table of Contents

CORE LIST PRICING SCHEDULE 3
Disclaimer 9

CORE LIST PRICING SCHEDULE



ACORN SP-A0469-005-000
ACORN .5 GPM FLOW CONTROL

\$3.52 1



SP-A0469-005-000

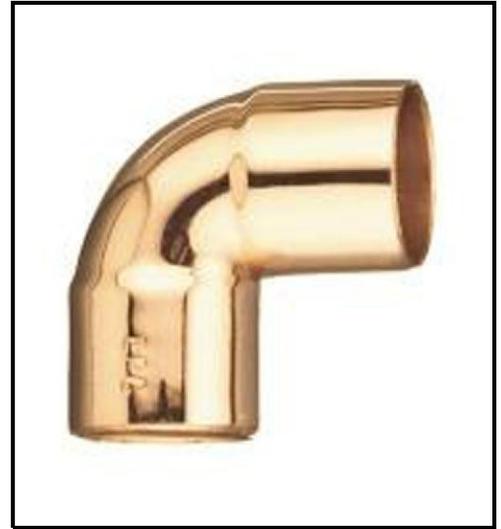


PROFLO PF149002N
1/4 OD X 100 RL FDA WHIT POLY TUBE

\$.13 1



PF149002N



Elkhart C9D
1/2 WROT CXC 90 Elbow; 5/8 OD

\$0.44 1



C9D



PROFLO PF500D
1/2 COP CLAD 2H STRP

\$0.09 1



PF500D

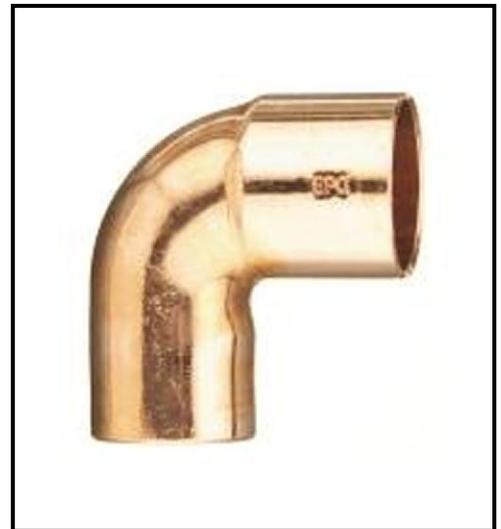


Mueller Industries LHARDD20
1/2 X 20 L HARD COP TUBE; Image & Finish
Are Representational Only

\$130.98 100



LHARDD20



Elkhart CS9D
1/2 WROT FTGXC ST 90 ELL; Image & Finish
Are Representational Only

\$0.67 1



CS9D

CORE LIST PRICING SCHEDULE



Elkhart CMAD
1/2 WROT CXM ADPT; Image & Finish Are
Representational Only
\$0.92 1



Elkhart CCF
3/4 WROT CXC COUP 7/8 OD
\$0.67 1



PROFLO PF500F
3/4 Copper Clad 2 Hole Strap; Copper
\$0.10 1



Mueller Industries LHARDF20
3/4 X 20 L HARD COP TUBE; Image & Finish
Are Representational Only
\$210.01 100



Elkhart CMAF
3/4 WROT CXM ADPT
\$1.55 1



PROFLO PFSJP3
1-1/2 PLAS SJ WSHR
\$0.07 1



CORE LIST PRICING SCHEDULE



PROFLO PFSNWJ
1-1/2 Slip Nut Washer
\$0.08 1



Mueller Industries LHARDJ20
1-1/2 X 20 L HARD COP TUBE; Image & Finish
Are Representational Only
\$743.37 100



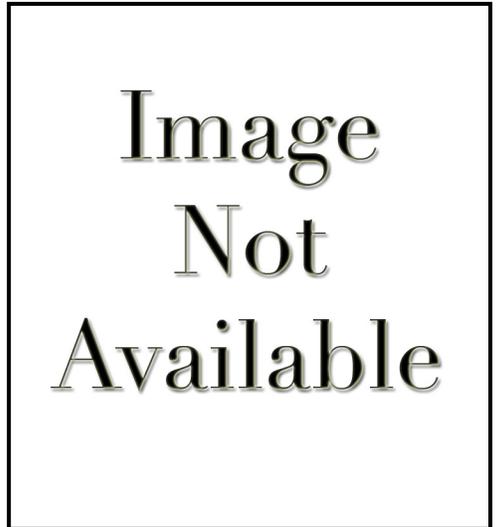
Lincoln Products LIN100839
1-1/2" Spud Washer
\$0.95 1



Lincoln Products S3301041
A41A 1.6 Closet Kit Low Consumption
\$15.30 1



Lincoln Products S3317004
R1004A 1.6 Closet Diaphragm Kit
\$17.66 1



WILLOUGHBY SP-W600480
10/32 MIP X .0625 BARB FTG
\$2.27 1



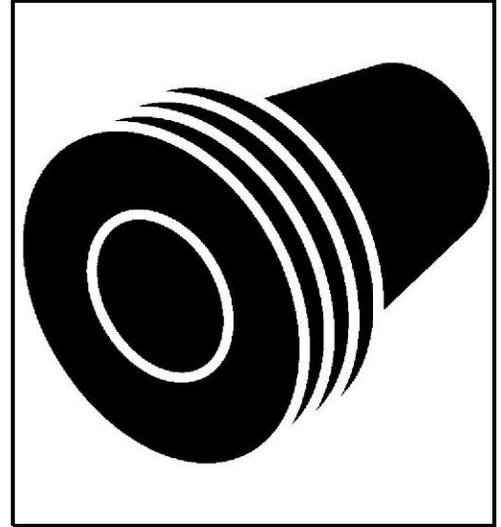
CORE LIST PRICING SCHEDULE



Lincoln Products S3301038
Regal; XL Closet Diaphragm; White Relief
Valve; 3.5 GPF; Sloan Model: A-38-A
\$10.96 1



DELANY D28G
PACKING F/ CVR
\$1.56 1



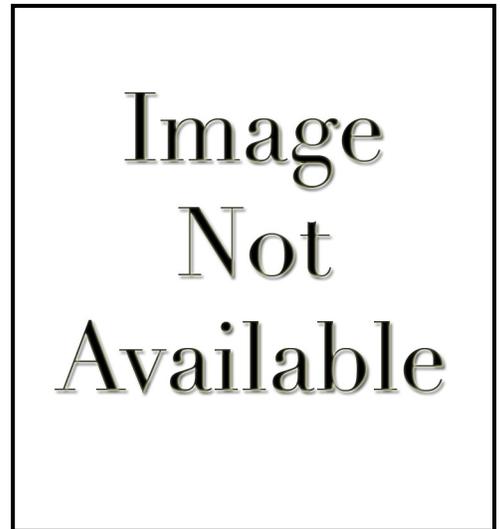
Sloan S5302297
B39 Seal
\$0.66 1



Conye & Delany DF141KC
Diaphragm Kit For Water Closet
\$18.84 1



SLOAN S3375015
CVR MCR1001A REPAIR KIT 24V MOD P
\$121.83 1



WILLOUGHBY SP-W600103
WILLOUGHBY RESEAL KIT F/600276 CART
\$5.12 1



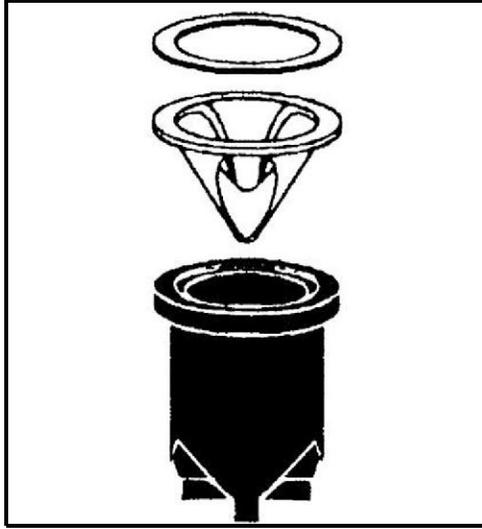
CORE LIST PRICING SCHEDULE



Lincoln Products S3323182
High Back Pressure Vacuum Brkr Repair Kit; For
Royal₆ Flushometers; Sloan Model: V-651-A
\$2.15 1



S3323182



Lincoln Products S3323192
Vacuum Breaker W/ Rubber Sleeve
\$1.67 1



S3323192



ACORN SP-A2563-010-001
ACORN WATER DIAPHRAM
\$9.15 1



SP-A2563-010-001



WOOSTER WR40211
11 INCH DELUXE TRAY R402-11
\$2.29 1



WR40211



SHURTAPE SCP106G60
1X60 CP106 ECON GRD MASK TAPE
\$0.91 1



SCP106G60



WOOSTER WOO1113G
1 VARNISH PAINT BRSH
\$0.39 1



WOO1113G

CORE LIST PRICING SCHEDULE



SHURTAPE SCP106K60
2X60 CP106 ECON GRD MASK TAPE

\$1.80 1



SCP106K60



WOOSTER W5222K
2 IN SILV TIP VARNISH PAINTBRUSH

\$3.63 1



W5222K



WOOSTER W52223
3 IN SILV TIP VARNISH PAINTBRUSH

\$4.24 1



W52223



WOOSTER WR5789
3/4 LINT FREE PAINT ROLR CVR

\$2.55 1



WR5789



WOOSTER WR5769
3/8 LINT FREE PAINT ROLR CVR

\$1.74 1



WR5769



WOOSTER WRR302412
4-1/2 INCH JUMBO KOTER 3/8 IN NAP

\$2.48 1



WRR302412



Seller is unconditionally committed to customer service and satisfaction. Seller's commitment to helping its customers under the terms of manufacturers' warranties is a fundamental principle of our customer service philosophy. Filing the claim with the manufacturer and coordinating the remedies under the manufacturer's warranty is the role that Seller as the wholesale distributor assumes.

Extended warranties may be available on certain products for an additional charge from a third party surety company. Contact your sales associate for more details.

Warranty Disclaimer. Seller disclaims express or implied warranties including, without limitation, all warranties of merchantability or fitness for a particular purpose. Under no circumstance shall Seller be liable for any consequential or incidental damages. Buyer's sole and exclusive liability against Seller shall be limited to the product's sales price in all cases.

Nothing above is intended to limit Buyer's recovery directly from the manufacturer.

ADSP014-00003936
STATE OF ARIZONA

John Palermo
3445 E KLEINDALE RD
TUCSON, AZ 85750
520-792-1700

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
FERGUSON ENTERPRISES, INC.

[Materials Orders]

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



CITY COUNCIL AGENDA

SUBJECT:

First Amendment to Cooperative Purchasing Agreement - Weber Water Resources, LLC

MEETING DATE:

8/11/2014

TO: Mayor and Council**FROM:** Cindy Blackmore, Acting Public Works Director, 623-333-4410**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff requests that the City Council approve the First Amendment to the Cooperative Purchasing Agreement with Weber Water Resources, LLC for the provision of deep well and well pump maintenance and repair services and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On December 5, 2011, City Council approved the cooperative purchasing agreement with Weber Water Resources, LLC, based on the competitive procurement process of the City of Mesa. The Mesa contract expired on June 30, 2014 and has been extended to June 30, 2015 and may be renewed for one additional one-year term. The initial term of the contract allowed for expenditures up to \$100,000 per year with an aggregate contract amount not to exceed \$300,000.

DISCUSSION:

Staff is requesting approval of the First Amendment to extend the current agreement for two additional years and increase the annual amount by \$100,000 to \$200,000 per year for an aggregate contract total not to exceed \$700,000.

The City has deep wells and well pumps at the water production facilities which require both preventative and corrective maintenance activities. At these production sites there are deep well shafts, vertical, submersible, and centrifugal pumps that need scheduled inspections, vibration analysis, and efficiency testing services. There is also the need to have unexpected repairs, electrical work, and maintenance performed on these wells, motors, and pumps as failures occur during normal operations.

The Water Production Division began a five-year cycle to refurbish all wells in 2012. To date, seven (7) wells have been refurbished with plans to complete three (3) per year for the next three (3) fiscal years. The refurbishment work is typically completed during the winter months to reduce impact on water supplies. Refurbishment costs can vary widely (as little as \$32,000 to over \$70,000); depending on the condition of the well at the time of shut down but averages around \$50,000 per well.

The work completed during refurbishment includes the following:

- Complete rebuild and balancing of the turbine drive motor;
- Refurbishment/replacement of all attached piping, drive shaft and sounding devices;
- Video recording of the well casing before and after rehabilitation to document the work done and have a historical record of the well's condition; and
- Labor to remove/install and refurbish the entire process.

The annual contract increase will allow for continuation of the preventative maintenance program began in 2012 which aides the City in achieving greater production and better water quality in addition to ensuring that any emergency repairs can be accommodated in a timely fashion.

Weber Water Resources is a well-established firm with 45 years of experience in well refurbishment and fully understands the City's well system. Weber provides quality workmanship and have satisfactorily performed work for the City in the past.

BUDGET IMPACT:

Purchases for these expenditures are typically charge to line item: 501-9122-00-6740, Repairs & Maintenance Wells, and are subject to annual budget authority.

RECOMMENDATION:

Staff recommends that the City Council approve the First Amendment to the Cooperative Purchasing Agreement with Weber Water Resources, LLC for the provision of deep well and well pump maintenance and repair services and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[First Amendment](#)

**FIRST AMENDMENT
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
WEBER WATER RESOURCES, LLC**

THIS FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT (this "First Amendment") is entered into as of August 4, 2014, between the City of Avondale, an Arizona municipal corporation (the "City"), and Weber Water Resources, LLC, an Arizona limited liability company, formerly known as Weber Group, L.C. (the "Contractor").

RECITALS

A. After a competitive procurement process, the City of Mesa, Arizona ("Mesa"), entered into Contract No. 2011130 dated June 7, 2011, as extended on March 17, 2014, with the Contractor for the Contractor to provide deep well and well pump maintenance and repair services (collectively, the "Mesa Contract").

B. The City and the Contractor entered into a Cooperative Purchasing Agreement dated December 5, 2011, based upon the Mesa Contract (the "Agreement"), for the Contractor to provide the City with well maintenance and repair services, including pulling and repairing deep well pumps, creating video recordings of wells, brushing and bailing well casings and other related services, on an "as-required basis" (the "Services").

C. The City has determined that additional Services by the Contractor are necessary (the "Additional Services").

D. The City and the Contractor desire to enter into this First Amendment to (i) provide for the cost of and purchase Additional Services and (ii) extend the term of the Agreement.

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 the Agreement. The term of the Agreement is hereby extended and shall remain in full force and effect until June 30, 2015, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement or the Mesa Contract. After the expiration of this Renewal Term, the Agreement may be renewed for one additional successive one-year term.

2. Compensation. The City shall increase the compensation to Contractor by an annual aggregate amount of \$200,000.00 for the Additional Services at the rates set forth in the Mesa Contract, resulting in an increase of the total compensation, from \$300,000.00 to an aggregate amount not to exceed \$700,000.00.

3. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

4. Non-Default. By executing this First Amendment, the Contractor affirmatively asserts that (i) the City is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.

5. Conflict of Interest. This First Amendment and the Agreement may be canceled by the City pursuant to ARIZ. REV. STAT. § 38-511.

[SIGNATURES ON FOLLOWING PAGES]

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

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

David W. Fitzhugh, City Manager

ATTEST:

Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2014, before me personally appeared David W. Fitzhugh, the Acting City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]



CITY COUNCIL AGENDA

SUBJECT:

Construction Contract Award - August Building Company

MEETING DATE:

8/11/2014

TO: Mayor and Council

FROM: Tracy Stevens, Development and Engineering Services Director, 623-333-4012

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff is requesting that City Council approve a Construction Contract with August Building Company to provide construction services for the Vehicle Shade Structures at the City Transit Center parking lot in the amount of \$222,320.00, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On June 17, 2013, City Council approved a construction contract for the City Center Phase 3 project. That project established preliminary development of the City Transit Center and other adjacent off-site improvements. The project included the installation of water, sewer, and streets along the 114th Avenue and Park Avenue alignments from Dale Earnhardt Drive to Roosevelt Street. Also included were shaded pedestrian waiting areas and bus loading bays for the new Transit Center. Bus Rapid Transit is scheduled to commence at the Transit Center in October 2014. There is a desire to install vehicle shade structures for users of the Transit Center in time for the October commencement.

DISCUSSION:**SCOPE OF WORK:**

The main scope of work for this project will include:

- Installation of 4 vehicle shade structures at the existing Transit Center with an add Alternate option to add a 5th vehicle shade structure.
- Installation of shade structure lighting on 4 vehicle shade structures with an add Alternate for structure lighting on a 5th vehicle shade structure.

BID PROCESS:

Requests-for-Bid notices were published in the West Valley View on July 15 and July 22, 2014 and the Arizona Business Gazette on July 17, 2014. The Development and Engineering Services Department held a mandatory pre-bid meeting on July 24, 2014. Two (2) bids were received and opened on August 5, 2014. Each bid package was reviewed and both bidders met the bidding requirements. The firms meeting requirements and the amount of their bids are as follows:

BIDDER	BASE BID AMOUNT + ALLOWANCES (4 Structures And Lighting)	ADD ALTERNATE AMOUNT + ALLOWANCES (1 Additional Structure And Lighting)	BASE BID + ADD ALTERNATE + ALLOWANCES (5 Structures And Lighting)	M/ DBE
Paul R Peterson Construction, Inc.	\$209,141.00	\$47,714.00	\$256,855	No
August Building Company, LLC	\$175,600.00	\$46,720.00	\$222,320	No

August Building Company, LLC with a bid of \$222,320.00 was determined to have submitted the lowest, responsible and qualified bid. Staff contacted references and believes August Building Company, LLC to be competent and qualified for this project. August Building Company, LLC has successfully completed similar work for other local government agencies. Staff contacted the Registrar of Contractors and found no claims on file against this contractor.

The Bid Tabulation Sheet which provides a detailed, bid item breakdown of each submitted bid is attached. The Contract is on file with the City Clerk.

SCHEDULE:

A tentative construction schedule is as follows:

PROJECT MILESTONES	TARGET DATES
Issue Notice of Award	August 12, 2014
Pre-Construction Conference	August 18, 2014
Notice-to-Proceed	August 18, 2014
Begin Construction	August 19, 2014
Project Completion	October 17, 2014

BUDGET IMPACT:

Funding for this project in the amount of \$222,320.00 is available in Transit Fund Line Item No. 215-5113-00-8231, Other Building Improvements and is supported through the Valley Metro Arizona Lottery Fund (ALF).

RECOMMENDATION:

Staff recommends that City Council approve a Construction Contract with August Building Company, LLC to provide construction services for the Vehicle Shade Structures at the City Transit Center parking lot in the amount of \$222,320, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[Bid Tab](#)



CITY OF AVONDALE
 BID TABULATION SHEET
 EN14-043 Transit Center Vehicle Shade Structures
 BID DATE: August 5, 2014

				Paul Peterson Construction		August Building Company	
Item No.	Description of Materials and/or Services	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price
1	Install four new 3,888 square feet each parking shade structures in an existing City owned parking area including lighting, associated electrical work, incidentals, appurtenances and all items required for a complete installation. Please refer to Plans.	1	LS	\$200,041.00	\$200,041.00	\$166,500.00	\$166,500.00
2	Permits & Review Fees (Allowance)	1	ALLOW	\$4,100.00	\$4,100.00	\$4,100.00	\$4,100.00
3	Miscellaneous Work (Allowance)	1	ALLOW	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
SUBTOTAL					\$209,141.00		\$175,600.00
TOTAL CONSTRUCTION COSTS*					\$209,141.00		\$175,600.00
<u>BID ALTERNATE</u>							
Item No.	Description of Materials and/or Services	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price
A-1	Install One additional new 3,888 square foot parking shade structure in an existing City owned parking area including lighting, associated electrical work, incidentals, appurtenances and all items required for a complete installation. Please refer to Plans.	1	LS	\$38,614.00	\$38,614.00	\$37,620.00	\$37,620.00
SUBTOTAL(COMBINE BID WITH BID ALT)					\$247,755.00		\$213,220.00
ALLOWANCES (BID ALT)					\$9,100.00		\$9,100.00
TOTAL CONSTRUCTION COST (COMBINE BID WITH BID ALT)*					\$256,855.00		\$222,320.00
<u>SUBMITTAL REQUIREMENTS</u>							
Bid Offer Signed					Yes		Yes
IFB Packet Complete					Yes		Yes
Licenses Provided					Yes		Yes
Bid Bond					Yes		Yes
References Complete					Yes		Yes
Required Attachments Included?					Yes		Yes

*All bids are presumed to include all applicable taxes.

Calculation or Extension Error



CITY COUNCIL AGENDA

SUBJECT:

Construction Contract Award - Felix Construction Company - Northside Water Production Facility

MEETING DATE:

8/11/2014

TO: Mayor and Council**FROM:** Cindy Blackmore, Acting Public Works Manager, 623-333-4410**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is requesting that the City Council award a construction contract to Felix Construction Company for construction of the Booster Pump Station and Process Piping Improvements, Northside Water Production Facility in the amount of \$1,082,400 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. City Council will take appropriate action.

BACKGROUND:

The Northside Booster Station is the oldest booster station in the City, and in need of rehabilitation. Staff has been managing to keep the station going, but the pumps, electrical panels and piping need to be reconstructed to ensure continued operation and water supply for the City. On January 13, 2014, City Council approved an IFB to repair and coat the two reservoirs on the site in preparation for this contract. The reservoirs have been repaired and coated are now in service.

DISCUSSION:

The scope of this project will include demolition of the existing pumps, piping, electrical cabinets, and hydropneumatic tanks on the site. The new work will include a new booster station, new and updated electrical panels installed in a new building, a new hydropneumatic tank, new larger power source, and other various site improvements. See attached vicinity map.

Invitation-for-Bid notices were published in the West Valley View on July 8, 2014 and July 15, 2014 and in the Arizona Business Gazette on July 10, 2014. A mandatory pre-bid meeting was held on July 17, 2014. Seven (7) bids were received and opened on July 30, 2014. Each bid package was reviewed. The bids ranged from approximately \$1,082,400 to \$1,370,000. Firms submitting the lowest four bids and the amount of their bids are as follows:

Felix Construction Company	\$1,082,400
Gilbert Pump	\$1,130,940
Garney Companies	\$1,166,000
Citywide Contracting	\$1,210,310

The attached Bid Tabulation Sheet has the detailed bid item breakdown of each submitted bid. Felix Construction Company with a bid of \$1,082,400 was determined to have submitted the lowest responsive bid. Staff contacted references provided and Felix Construction Company did receive positive recommendations. Felix Construction Company has completed similar work. Staff contacted the Registrar of Contractors and found no claims on file against this contractor. Staff determined that Felix Construction Company is competent and qualified for this project. A tentative construction schedule is as follows:

City Council Approval	8/11/14
Notice of Award	8/12/14
Notice to Proceed	8/25/14
Completion	4/2015

BUDGET IMPACT:

Funds for this project are available in Line Item 514-1342-00-8520, Upgrade Northside Pumping Station.

RECOMMENDATION:

Staff requests that the City Council award a construction contract to Felix Construction Company for construction of the Booster Pump Station and Process Piping Improvements, Northside Water Production Facility in the amount of \$1,082,400 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

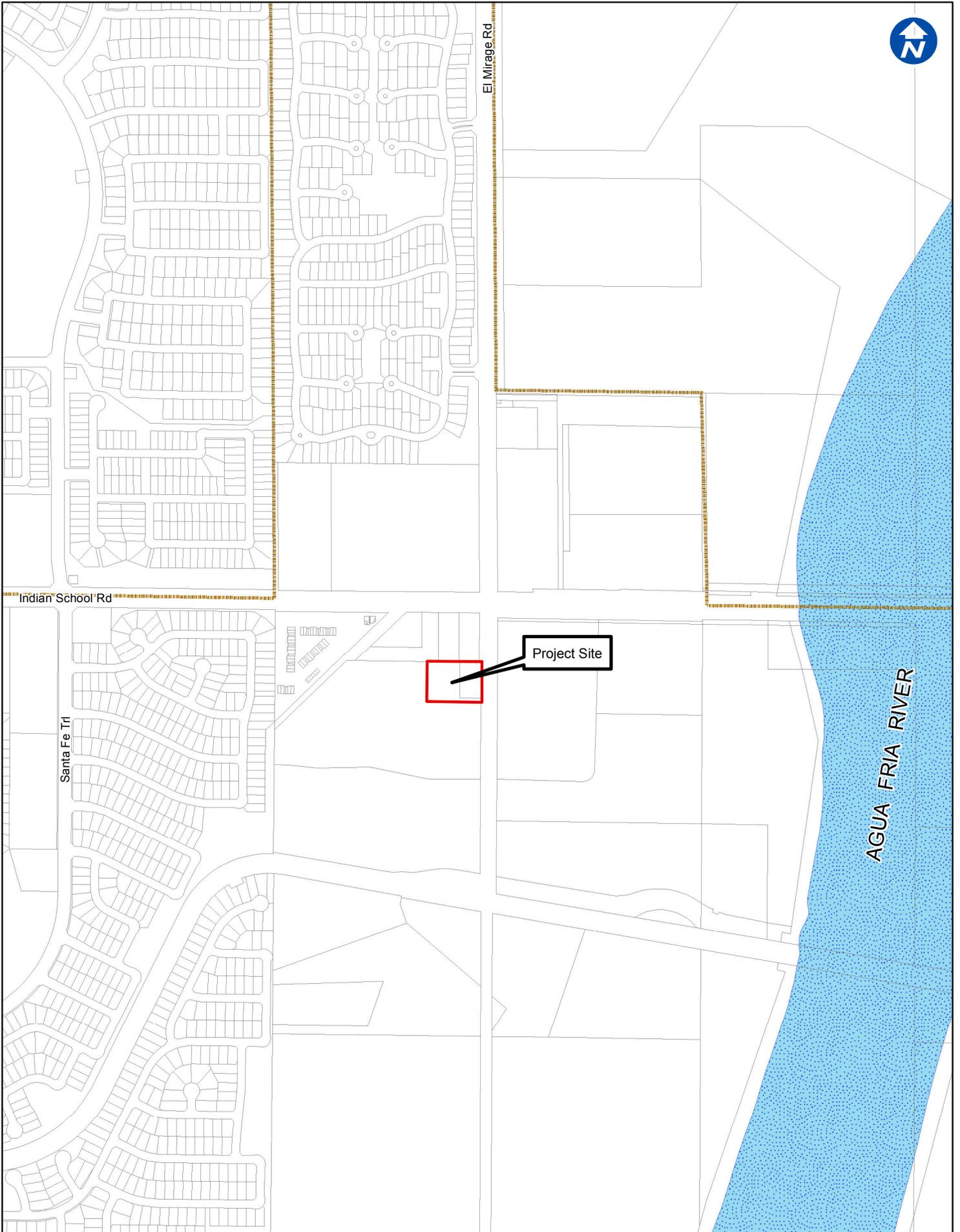
ATTACHMENTS:

Description

[Vicinity Map](#)

[Bid Tabulation](#)

VICINITY MAP





Aspiring. Achieving. Accelerating.

BID TABULATION

IFB PW 14-026

Project: WA 1283

Booster Pump Station & Process Improvements

Northside Booster Station

BID OPENING DATE: July 30, 2014

Item No.	Description of Materials and/or Services	Qty	Unit	Felix Construction		Gilbert Pump		Garney		Citywide Contracting	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Construction Survey, Layout & As-built	LS	1	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$14,800.00	\$14,800.00	\$2,500.00	\$2,500.00
2	Mobilization/Demobilization	LS	1	\$25,000.00	\$25,000.00	\$30,000.00	\$30,000.00	\$85,000.00	\$85,000.00	\$95,000.00	\$95,000.00
3	Allowance for Extra Work	Allow	1	\$54,000.00	\$54,000.00	\$54,000.00	\$54,000.00	\$54,000.00	\$54,000.00	\$54,000.00	\$54,000.00
4	Miscellaneous Removals and Other Work	LS	1	\$123,600.00	\$123,600.00	\$88,000.00	\$88,000.00	\$50,000.00	\$50,000.00	\$128,000.00	\$128,000.00
5	Decomposed Granite	Ton	122	\$100.00	\$12,200.00	\$45.00	\$5,490.00	\$100.00	\$12,200.00	\$80.00	\$9,760.00
6	Structural Concrete Slabs & Supports	CY	47	\$1,000.00	\$47,000.00	\$350.00	\$16,450.00	\$1,000.00	\$47,000.00	\$750.00	\$35,250.00
7	Booster Pump, Installation Only	EA	4	\$900.00	\$3,600.00	\$500.00	\$2,000.00	\$5,000.00	\$20,000.00	\$1,200.00	\$4,800.00
8	Yard Piping	LS	1	\$245,400.00	\$245,400.00	\$323,000.00	\$323,000.00	\$374,000.00	\$374,000.00	\$345,000.00	\$345,000.00
9	Hydropneumatic Tank	EA	1	\$61,200.00	\$61,200.00	\$75,000.00	\$75,000.00	\$70,000.00	\$70,000.00	\$60,000.00	\$60,000.00
10	Electrical Equipment Including Electrical Enclosure	LS	1	\$192,300.00	\$192,300.00	\$262,000.00	\$262,000.00	\$200,000.00	\$200,000.00	\$175,000.00	\$175,000.00
11	Air Conditioning Unit	LS	1	\$10,300.00	\$10,300.00	\$9,000.00	\$9,000.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00
12	Site Electrical	LS	1	\$170,400.00	\$170,400.00	\$77,000.00	\$77,000.00	\$72,000.00	\$72,000.00	\$168,000.00	\$168,000.00
13	Remote Terminal Unit/Control Section	LS	1	\$36,700.00	\$36,700.00	\$64,000.00	\$64,000.00	\$50,000.00	\$50,000.00	\$32,000.00	\$32,000.00
14	Programming	Allow	1	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00
15	Field Instruments	LS	1	\$14,000.00	\$14,000.00	\$25,000.00	\$25,000.00	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00
16	Utility Power (APS)	LS	1	\$4,700.00	\$4,700.00	\$15,000.00	\$15,000.00	\$12,000.00	\$12,000.00	\$5,000.00	\$5,000.00
	TOTAL SUBMITTED BY BIDDER				\$1,082,400.00		\$1,130,940.00		\$1,166,000.00		\$1,210,310.00
	Required attachments included?										

Extension or addition error

*All bids are presumed to include all applicable taxes.

Bid Offer Signed	YES	YES	YES	YES
IFB Packet Complete	YES	YES	YES	YES
Licenses Provided	YES	YES	YES	YES
Bid Bond	YES	YES	YES	YES
References Complete	YES	YES	YES	YES
Addendum signed	YES	YES	YES	YES



Aspiring. Achieving. Accelerating.

BID TABULATION

IFB PW 14-026

Project: WA 1283

Booster Pump Station & Process Improvements

Northside Booster Station

BID OPENING DATE: July 30, 2014

Item No.	Description of Materials and/or Services	Qty	Unit	Fann Environmental		MGC Contractors		Weber Water Resources	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Construction Survey, Layout & As-built	LS	1	\$3,670.00	\$3,670.00	\$4,000.00	\$4,000.00	\$12,333.09	\$12,333.09
2	Mobilization/Demobilization	LS	1	\$84,530.00	\$84,530.00	\$30,000.00	\$30,000.00	\$30,025.97	\$30,025.97
3	Allowance for Extra Work	Allow	1	\$54,000.00	\$54,000.00	\$54,000.00	\$54,000.00	\$54,000.00	\$54,000.00
4	Miscellaneous Removals and Other Work	LS	1	\$67,950.00	\$67,950.00	\$60,000.00	\$60,000.00	\$259,582.79	\$259,582.79
5	Decomposed Granite	Ton	122	\$69.50	\$8,479.00	\$80.00	\$9,760.00	\$83.42	\$10,177.69
6	Structural Concrete Slabs & Supports	CY	47	\$1,033.00	\$48,551.00	\$1,600.00	\$75,200.00	\$1,163.70	\$54,693.89
7	Booster Pump, Installation Only	EA	4	\$1,165.00	\$4,660.00	\$70,000.00	\$280,000.00	\$20,380.86	\$81,523.44
8	Yard Piping	LS	1	\$430,500.00	\$430,500.00	\$275,000.00	\$275,000.00	\$250,064.68	\$250,064.68
9	Hydropneumatic Tank	EA	1	\$58,030.00	\$58,030.00	\$90,000.00	\$90,000.00	\$71,252.86	\$71,252.86
10	Electrical Equipment Including Electrical Enclosure	LS	1	\$190,850.00	\$190,850.00	\$186,000.00	\$186,000.00	\$243,426.98	\$243,426.98
11	Air Conditioning Unit	LS	1	\$11,010.00	\$11,010.00	\$12,000.00	\$12,000.00	\$12,339.23	\$12,339.23
12	Site Electrical	LS	1	\$155,700.00	\$155,700.00	\$80,000.00	\$80,000.00	\$122,082.57	\$122,082.57
13	Remote Terminal Unit/Control Section	LS	1	\$51,260.00	\$51,260.00	\$50,000.00	\$50,000.00	\$57,905.73	\$57,905.73
14	Programming	Allow	1	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00
15	Field Instruments	LS	1	\$17,250.00	\$17,250.00	\$15,000.00	\$15,000.00	\$15,605.71	\$15,605.71
16	Utility Power (APS)	LS	1	\$11,880.00	\$11,880.00	\$10,000.00	\$10,000.00	\$11,125.10	\$11,125.10
	TOTAL SUBMITTED BY BIDDER				\$1,278,320.00		\$1,310,960.00		\$1,366,139.73
	Required attachments included?								

Extension or addition error

*All bids are presumed to include all applicable taxes.

Bid Offer Signed	YES	YES	YES
IFB Packet Complete	YES	YES	YES
Licenses Provided	YES	YES	YES
Bid Bond	YES	YES	YES
References Complete	YES	YES	YES
Addendum signed	YES	YES	YES



CITY COUNCIL AGENDA

SUBJECT:

Construction Contract Award - Nesbitt Contracting Co.

MEETING DATE:

8/11/2014

TO: Mayor and Council

FROM: Tracy Stevens, Development and Engineering Services Director (623) 333-4012

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff is requesting that City Council approve a Construction Contract with Nesbitt Construction Co. to provide construction services for the Indian School Road Improvements Project in the amount of \$ 668,559, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The City's current Capital Improvement Program includes a project mill and overlay the existing pavement on Indian School Road from Dysart Road to Santa Fe Trail/127th Ave. The project will also widen the existing pavement in front of the Remington Ranch Apartments to provide a safe left turn bay into the complex. This will increase the life of the existing pavement and improve rideability.

DISCUSSION:**SCOPE OF WORK:**

The main scope of work for this project will include:

- Reconstruction of existing street pavement
- Installation of new pavement, curb, gutter, and sidewalk
- Restriping

BID PROCESS:

Requests-for-Bid notices were published in the West Valley View on June 6 and June 10, 2014 and the Arizona Business Gazette on June 5, 2014. The Development and Engineering Services Department held a non-mandatory pre-bid meeting on June 12, 2014. Four (4) bids were received and opened on July 24, 2014. Each bid package was reviewed and two (2) bidders met the bidding requirements. The firms meeting requirements and the amount of their bids are as follows:

BIDDER	BASE BID AMOUNT	M/ DBE
Nesbitt Contracting	\$668,559.00	No
Paveco, Inc.	\$723,719.82	No

Nesbitt Contracting, Co. (Nesbitt) with a bid of \$668,559 was determined to have submitted the lowest, responsible and qualified bid. Staff contacted references and believes Nesbitt to be competent and qualified for this project. Nesbitt has successfully completed similar work for other local government agencies. Staff contacted the Registrar of Contractors and found no claims on file against this contractor.

The Bid Tabulation Sheet which provides a detailed, bid item breakdown of each submitted bid is attached.

The Contract is on file with the City Clerk.

SCHEDULE:

A tentative construction schedule is as follows:

PROJECT MILESTONES	TARGET DATES
Issue Notice of Award	August 12, 2014
Pre-Construction Conference	August 26, 2014
Notice-to-Proceed	September 9, 2014
Begin Construction	September 9, 2014
Project Completion	January 7, 2015

BUDGET IMPACT:

Funding for this project in the amount of \$668,559.00 is available in CIP Street Fund Line Item No. 304-1305-00-8420, Indian School Road, Dysart to El Mirage.

RECOMMENDATION:

Staff recommends that City Council approve a Construction Contract with Nesbitt Construction Co. to provide construction services for the Indian School Road Improvements Project in the amount of \$668,559, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

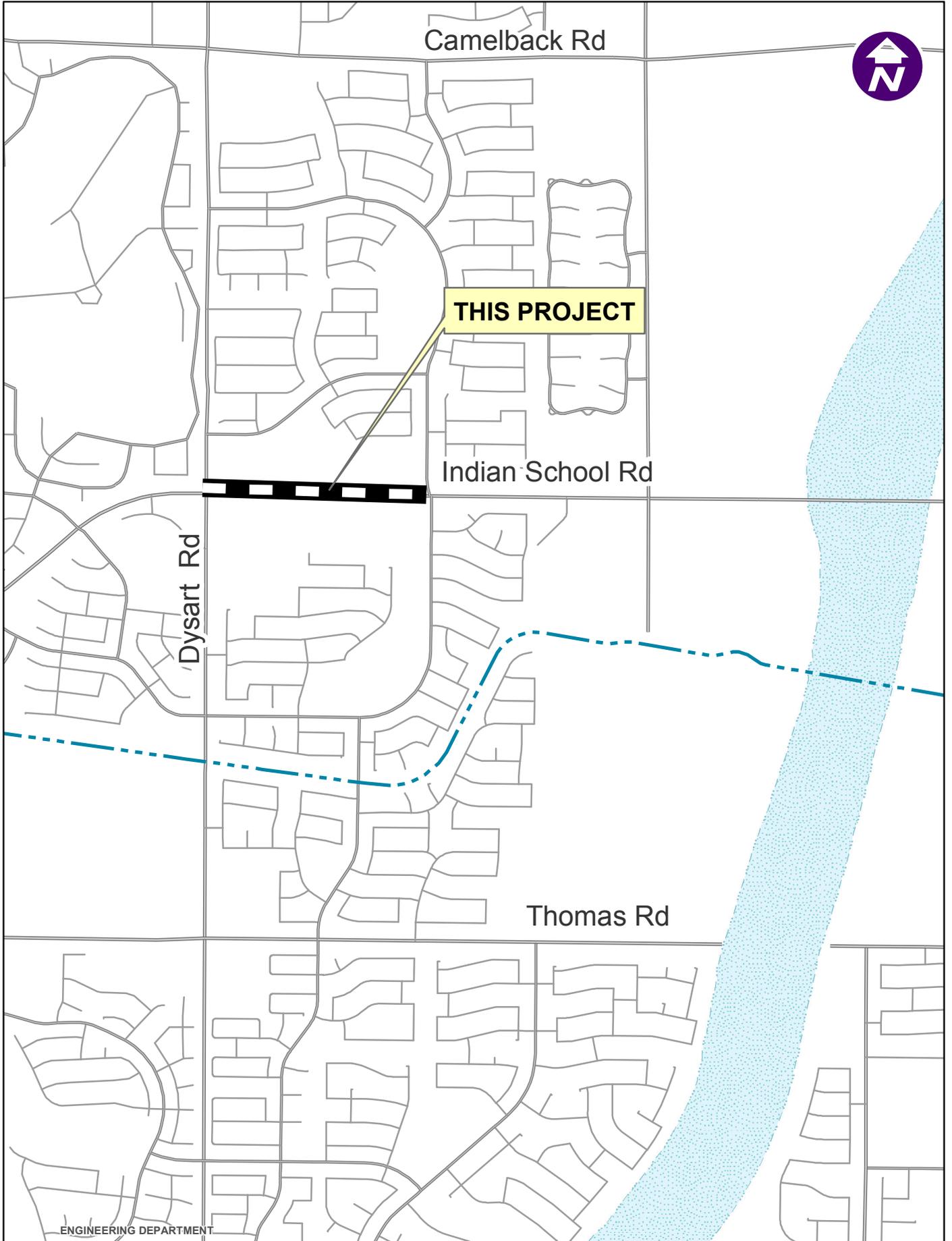
ATTACHMENTS:

Description

[Vicinity Map](#)

[Bid Tab](#)

VICINITY MAP



**Indian School Road
Dysart Road to 127th Avenue**



CITY OF AVONDALE
 BID TABULATION SHEET
 EN14-029 Indian School Road Improvements (ST1305)
 BID DATE: July 24, 2014

Item No.	Description of Materials and/or Services	Qty	Unit	Paveco, Inc.		Nesbitt		Talis		Meadow Valley	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
105.30010	As-Built Documentation	1	LS	\$4,000.00	\$4,000.00	\$2,000.00	\$2,000.00				
105.80010	Construction Staking, Survey & Layout	1	LS	\$15,000.00	\$15,000.00	\$17,000.00	\$17,000.00				
107.02000	NPDES/AZPDES; SWPPP	1	LS	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00				
107.15010	Project Information Signs	2	EA	\$1,200.00	\$2,400.00	\$1,100.00	\$2,200.00				
109.10010	Mobilization/Demobilization	1	LS	\$63,000.00	\$63,000.00	\$50,000.00	\$50,000.00				
215.01510	Drainage Excavation	350	CY	\$18.00	\$6,300.00	\$20.00	\$7,000.00				
220.10150	Plain Rip Rap (D50=6-inch)	5	CY	\$400.00	\$2,000.00	\$145.00	\$725.00				
301.01000	Subgrade Preparation	2000	SY	\$7.00	\$14,000.00	\$6.00	\$12,000.00				
301.01001	Aggregate Base Course Removal and Preparation (1 inch - Approximately)	3700	SY	\$4.00	\$14,800.00	\$2.00	\$7,400.00				
308.02000	Paving Fabric (Petromat 4598 or Equal)	19000	SY	\$2.00	\$38,000.00	\$1.55	\$29,450.00				
310.03200	Aggregate Base Course (12-Inches)	750	TON	\$17.00	\$12,750.00	\$21.00	\$15,750.00				
316.01000	Asphalt Pavement Crack Sealing (Less or equal to 1.5 inches)	1	LS	\$15,000.00	\$15,000.00	\$19,000.00	\$19,000.00				
317.01000	Mill 1" AC & Edge Mill	19000	SY	\$1.00	\$19,000.00	\$1.00	\$19,000.00				
321.00300	Asphaltic Concrete Pavement (2.5 Inches) (19mm Surface Course HV)	3100	TON	\$65.00	\$201,500.00	\$72.00	\$223,200.00				
321.01300	Asphaltic Concrete Pavement (2.5 Inches) (19mm Base Course HV)	800	TON	\$68.00	\$54,400.00	\$75.00	\$60,000.00				
329.01000	Emulsified Bituminous Tack Coat	10	TON	\$1,000.00	\$10,000.00	\$450.00	\$4,500.00				
340.01110	6" Vertical Curb & Gutter Per MAG Standard Detail 220-1 Type "A"	1500	LF	\$15.00	\$22,500.00	\$11.00	\$16,500.00				
340.02100	Detectable Warning (Truncated Domes)	20	SF	\$50.00	\$1,000.00	\$12.00	\$240.00				
345.01110	Adjust Sewer Manhole Frame and Cover to Grade (COA Standard Detail A1216)	5	EA	\$450.00	\$2,250.00	\$450.00	\$2,250.00				
350.01300	Removal of Existing Asphalt Concrete Pavement	4500	SY	\$2.00	\$9,000.00	\$2.10	\$9,450.00				
350.01900	Remove Existing Concrete Sidewalk and Ramp, Driveway and Slab	20	SF	\$20.00	\$400.00	\$11.00	\$220.00				
351.04000	Remove/Relocate Existing Signs, Post & Base	10	EA	\$120.00	\$1,200.00	\$25.00	\$250.00				
401.01000	Traffic Control	1	LS	\$55,000.00	\$55,000.00	\$35,000.00	\$35,000.00				
405.00010	Survey Monument Per MAG Standard Detail 120-1 Type "A"	1	EA	\$360.00	\$360.00	\$150.00	\$150.00				
461.01100	100mm (4") White Traffic Paint Stripe	21000	LF	\$0.10	\$2,100.00	\$0.20	\$4,200.00				
461.01200	100mm (4") Yellow Traffic Paint Stripe	8000	LF	\$0.10	\$800.00	\$0.20	\$1,600.00				
461.01511	Left Turn Arrow Symbol, Preformed	10	EA	\$130.00	\$1,300.00	\$125.00	\$1,250.00				
461.01512	Right Turn Arrow Symbol, Preformed	7	EA	\$130.00	\$910.00	\$125.00	\$875.00				
461.01520	Bike Lane Symbol, Preformed	14	EA	\$175.00	\$2,450.00	\$155.00	\$2,170.00				
463.01100	Reflectorized Raised Pavement Marker (Type D, Yellow 2-Way)	380	EA	\$2.85	\$1,083.00	\$4.00	\$1,520.00				
463.01200	Reflectorized Raised Pavement Marker (Type G, Clear 1-Way)	230	EA	\$2.85	\$655.50	\$4.00	\$920.00				
463.01400	Reflectorized Raised Pavement Marker (Type 911-A, Blue 2-Way)	11	EA	\$2.85	\$31.35	\$4.00	\$44.00				



CITY OF AVONDALE
 BID TABULATION SHEET
 EN14-029 Indian School Road Improvements (ST1305)
 BID DATE: July 24, 2014

				Paveco, Inc.		Nesbitt		Talis		Meadow Valley	
Item No.	Description of Materials and/or Services	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
464.02000	Perforated Sign Post	110	LF	\$18.00	\$1,980.00	\$22.00	\$2,420.00				
465.01003	Flat Sheet Aluminum Sign Panels, Diamond Grade	85	SF	\$30.00	\$2,550.00	\$15.00	\$1,275.00				
473.71002	Video Detection System	2	EA	\$35,500.00	\$71,000.00	\$27,000.00	\$54,000.00				
SUBTOTAL					\$668,719.85		\$613,559.00				
107.15000	Community Relations (Allowance)	1	ALLOW	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00				
109.50010	Miscellaneous Reimbursables (Allowance)	1	ALLOW	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00				
401.01100	Uniformed Off Duty Officer (Allowance)	1	ALLOW	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00				
TOTAL*					\$723,719.85		\$668,559.00				
BID ALT NO. 1											
Item No.	Description of Materials and/or Services	Qty	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
301.01000	Subgrade Preparation	400	SY	\$25.00	\$10,000.00	\$25.00	\$10,000.00				
308.02000	Paving Fabric	14750	SY	\$2.50	\$36,875.00	\$2.00	\$29,500.00				
310.03200	Aggregate Base Course (12-Inches)	350	TON	\$25.00	\$8,750.00	\$35.00	\$12,250.00				
316.01000	Asphalt Pavement Crack Sealing (Less or equal to 1.5 inches)	1	LS	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00				
317.01000	Mill 1" AC & Edge Mill	6700	SY	\$2.00	\$13,400.00	\$1.50	\$10,050.00				
317.01025	Mill 2.5" AC & Edge Mill	4000	SY	\$2.50	\$10,000.00	\$2.00	\$8,000.00				
321.00300	Asphaltic Concrete Pavement (2.5 Inches) (19mm Surface Course HV)	1500	TON	\$67.00	\$100,500.00	\$80.00	\$120,000.00				
321.01300	Asphaltic Concrete Pavement (2.5 Inches) (19mm Base Course HV)	55	TON	\$95.00	\$5,225.00	\$90.00	\$4,950.00				
329.01000	Emulsified Bituminous Tack Coat	3	TON	\$1,500.00	\$4,500.00	\$575.00	\$1,725.00				
332.10300	Type III Micro-Seal Application	7350	SY	\$3.50	\$25,725.00	\$3.06	\$22,491.00				
340.01110	6" Vertical Curb & Gutter Per MAG Standard Detail 220-1 Type "A"	850	LF	\$18.00	\$15,300.00	\$18.00	\$15,300.00				
345.01110	Adjust Sewer Manhole Frame and Cover to Grade (COA Standard Detail A1216)	1	EA	\$500.00	\$500.00	\$500.00	\$500.00				
345.01410	Adjust Water Valve Box & Cover to Grade	1	EA	\$500.00	\$500.00	\$500.00	\$500.00				
350.01300	Removal of Existing Asphalt Concrete Pavement	5525	SY	\$2.50	\$13,812.50	\$2.05	\$11,326.25				
350.01800	Remove Existing Curb & Gutter (To Nearest Joint)	850	LF	\$7.00	\$5,950.00	\$2.00	\$1,700.00				
350.01900	Remove Existing Concrete Sidewalk and Ramp, Driveway and Slab	50	SF	\$10.00	\$500.00	\$2.00	\$100.00				
351.04000	Removal of Existing Signs, Post & Base	5	EA	\$200.00	\$1,000.00	\$15.00	\$75.00				
405.00010	Survey Monument Per MAG Standard Detail 120-1 Type "A"	2	EA	\$400.00	\$800.00	\$130.00	\$260.00				
461.01100	100mm (4") White Traffic Paint Stripe	17100	LF	\$0.10	\$1,710.00	\$0.20	\$3,420.00				
461.01200	100mm (4") Yellow Traffic Paint Stripe	8700	LF	\$0.10	\$870.00	\$0.20	\$1,740.00				
461.01511	Left Turn Arrow Symbol, Preformed	6	EA	\$130.00	\$780.00	\$125.00	\$750.00				
461.01512	Right Turn Arrow Symbol, Preformed	7	EA	\$130.00	\$910.00	\$125.00	\$875.00				



CITY OF AVONDALE
 BID TABULATION SHEET
 EN14-029 Indian School Road Improvements (ST1305)
 BID DATE: July 24, 2014

Item No.	Description of Materials and/or Services	Qty	Unit	Paveco, Inc.		Nesbitt		Talis		Meadow Valley	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
461.01520	Bike Lane Symbol, Preformed	11	EA	\$175.00	\$1,925.00	\$155.00	\$1,705.00				
463.01100	Reflectorized Raised Pavement Marker (Type D, Yellow 2-Way)	425	EA	\$2.85	\$1,211.25	\$4.00	\$1,700.00				
463.01200	Reflectorized Raised Pavement Marker (Type G, Clear 1-Way)	115	EA	\$2.85	\$327.75	\$4.00	\$460.00				
463.01400	Reflectorized Raised Pavement Marker (Type 911-A, Blue 2-Way)	4	EA	\$2.85	\$11.40	\$4.00	\$16.00				
464.02000	Perforated Sign Post	145	LF	\$20.00	\$2,900.00	\$8.00	\$1,160.00				
465.01003	Flat Sheet Aluminum Sign Panels, Diamond Grade	100	SF	\$30.00	\$3,000.00	\$16.00	\$1,600.00				
TOTAL BID ALT NO. 1 AMOUNT*					\$286,982.90		\$277,153.25				
TOTAL - BASE BID + BID ALT No. 1 BASED ON UNIT PRICES					\$1,010,702.75		\$945,712.25				
TOTAL - BASE BID + BID ALT No. 1 SUBMITTED BY BIDDER					\$1,010,702.75		\$945,712.25				
SUBMITTAL REQUIREMENTS											
				Bid Offer Signed		Yes		Yes			
				IFB Packet Complete		Yes		Yes		No No	
				Licenses Provided		Yes		Yes			
				Bid Bond		Yes		Yes			
				References Complete		Yes		Yes			
				Required Attachments Included?		Yes		Yes			

*All bids are presumed to include all applicable taxes.
 Calculation or Extension Error



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3211-814 - Intergovernmental Agreement with the State of Arizona for a GIITEM Position

MEETING DATE:

8/11/2014

TO: Mayor and Council**FROM:** Dale Nannenga, Chief of Police (623) 333-7207**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is requesting that the City Council approve a resolution authorizing an Intergovernmental Agreement between the Arizona Department of Public Safety (DPS) and the City of Avondale to assign an officer full-time to the Gang and Immigration Intelligence Team Enforcement Mission (GIITEM) and authorize the Mayor or City Manager and City Clerk to execute the appropriate documents.

BACKGROUND:

Since 2008, the City of Avondale has been a participating member of the GIITEM task force by providing a police detective through an IGA with the Department of Public Safety. The expiring IGA is self-renewing which allowed for the agreement to be renewed for a period of up to five years. Staff is requesting to enter into another IGA for the continuing partnership with the gang task force and the City.

GIITEM provides an opportunity to enhance law enforcement services concerning the criminal activities of street gangs, through the cooperative efforts of DPS and the public safety entities that they partner with. GIITEM officers address criminal street gangs throughout the State of Arizona and officers assigned to GIITEM serve as liaisons between their respective Police Department and DPS, allowing for a more timely and pro-active response to gang issues within their City.

GIITEM's unique approach brings together law enforcement and prosecution agencies from state, county, municipal, federal and tribal jurisdictions in a coordinated, intelligence-driven approach to deal with gangs on a large scale. The primary benefit of the GIITEM project is the combined resolution of the involved agencies and citizens, who ultimately are the recipients of the project's services, to cripple gangs in the state rather than displacing gang related problems into adjoining jurisdictions. (Arizona Department of Public Safety GIITEM website-Gang Enforcement History).

DISCUSSION:

The Avondale Police Department is seeking to assign one officer, full-time, to GIITEM where they will serve as a liaison directly to DPS and where they will address with other GIITEM officers, criminal street gangs throughout the State of Arizona and the City of Avondale. Relative to the amount of actual time that GIITEM officers will be in our City investigating gang related incidents is dependent upon the number of criminal incidents determined to be or that are believed to be gang related. In the past three years, the Avondale Police detective has investigated over 45 Avondale

cases through the task force. He has also participated in various gang suppression activities and proved support and information to the officers of our police department. Many issues and gang members cross city jurisdictional lines and by resolving issues in one city, it may resolve and/or have a positive impact on gang related issues in Avondale.

BUDGET IMPACT:

GIITEM has committed financially to fund 75% of the assigned officer's payroll expenses related to this assignment, including salary, shift differential pay, a DPS vehicle, benefits (which accrue during the term of the IGA) and employee related expenses to include employer's workman compensation and social security at established rates, and vacation and sick leave taken while working GIITEM. DPS will reimburse overtime compensation up to eight (8) hours per monthly. The cost sharing between the City of Avondale and DPS is as follows:

- Total yearly salary and ERE for the assigned GIITEM Officer: \$82,315
- DPS will reimburse 75% of the officer's payroll expenses related to GIITEM: \$61,736
- The City of Avondale would pay the remaining 25% of the officer's salary: \$20,579 (General Fund 101-6195)

The IGA shall be for a term of one (1) year after the IGA has become effective, but shall automatically renew itself upon the first day of the following year.

RECOMMENDATION:

Staff recommends that City Council approve a resolution authorizing an Intergovernmental Agreement between the Arizona Department of Public Safety (DPS) and the City of Avondale to assign an officer full-time to the Gang and Immigration Intelligence Team Enforcement Mission (GIITEM) and authorize the Mayor or City Manager and City Clerk to execute the appropriate documents.

ATTACHMENTS:

Description

[Resolution 3211-814](#)

RESOLUTION NO. 3211-814

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA RELATING TO THE GANG & IMMIGRATION INTELLIGENCE TEAM ENFORCEMENT MISSION PROGRAM.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The Intergovernmental Agreement with the State of Arizona, acting by and through its Department of Public Safety, relating to participation in the Gang & Immigration Intelligence Team Enforcement Mission (the “Agreement”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, August 11, 2014.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3211-814

[Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT
REGARDING
GANG & IMMIGRATION INTELLIGENCE TEAM ENFORCEMENT MISSION
(GIITEM) STATE GANG TASK FORCE**

This Intergovernmental Agreement ('IGA') is entered into between the State of Arizona through its Department of Public Safety, hereinafter referred to as "DPS" and the City of Avondale, an Arizona municipal corporation, through the Avondale Police Department, hereinafter referred to as "Agency".

The purpose of this Agreement shall be to enhance law enforcement services concerning the criminal activities of street gangs, through the cooperative efforts of the parties to this IGA.

DPS is authorized and empowered to enter into this IGA pursuant to A.R.S. §41-1713 B.3. Both parties are authorized and empowered to enter into this IGA pursuant to A.R.S. §11-952. The Agency is authorized and empowered pursuant to _____.

Now, in consideration of the mutual promises set forth herein, the parties to this Agreement hereby agree to the following terms and conditions:

I. PARTICIPATION

The Agency agrees to assign one (1) AZ P.O.S.T. certified sworn law enforcement officer, herein referred to as "officer", to DPS and its Gang & Immigration Intelligence Team Enforcement Mission, hereinafter referred to as "GIITEM," on a full-time basis for such assignments within the purposes of this IGA, as directed by DPS. The Agency agrees the assigned officer shall be in compliance with DPS residency requirements.

During this period of assignment, the Agency and DPS agree to allow said officer to maintain all benefits, rights, and privileges available to said officer as if they were assigned on a full-time basis to the Agency. The assigned officer must abide by all of the applicable rules and regulations of the Agency and are subject to its disciplinary process.

The Agency agrees to enter into a Memorandum of Understanding (MOU) with the DPS relative to the connection and operation of the Arizona GangNet system.

II. REIMBURSEMENT

DPS agrees to reimburse the Agency on a monthly basis (based upon DPS weekly time sheets completed by the officer) for seventy-five (75%) percent of payroll expenses of the officer related to this assignment, including salary, shift pay, benefits (which accrue during the term of the IGA) and employee-related expenses to include employer's workman's compensation and social security at established rates, vacation and sick leave taken while working GIITEM. DPS will reimburse all overtime compensation (based upon DPS rules, not to exceed eight (8) hours per month). There must be a minimum of 40 hours GIITEM related work in order for DPS to reimburse for overtime in any given week.

Overtime compensation will be for GIITEM related activities only. The limitation of overtime to eight (8) hours per month may be exceeded without contacting the Agency if DPS determines that additional funding is available. Monthly vacation or sick leave which accrues, but not used by the officer, will not be reimbursed.

The Agency will pay twenty-five (25%) percent of payroll related expenses. All personnel costs, including shift pay, will be based on a standard forty (40) hour work week, with the understanding the forty (40) hour work week may be altered to address the needs of DPS as it relates to an on-going investigation or special assignment request dictated by the needs of a requesting city, county, or entity.

Prior to the officer reporting to GIITEM, the Agency agrees to furnish DPS with the following information: officer's annual, bi-weekly and hourly rates of base pay and fringe benefits, as well as, the overtime rate based upon the assumption outlined above. DPS is not obligated to reimburse the Agency for salary raises or modifications to base salaries, unless the Agency submits such modification to DPS at least 60 days prior to the effective date of such modification.

All approved travel expenses will be reimbursed directly to the officer by DPS under employee travel reimbursement guidelines established by the Arizona Department of Administration. The amount reimbursed for the aforementioned expenditures shall be for actual costs incurred during the effective dates of this IGA.

DPS agrees to assign a department vehicle to the Agency's officer. The officer is responsible for maintaining the assigned vehicles in accordance with DPS policy and will utilize the DPS assigned vehicles for GIITEM purposes only. The officer must meet the ADOA Driver's Training Requirements.

III. IMMIGRATION

All parties agree to comply with A.R.S. §§23-214 and 41-4401.

IV. NONDISCRIMINATION

All parties agree to comply with the non-discrimination provisions of the Governor's Executive Order 2009-09.

V. INDEMNIFICATION

Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, agents, employees, or volunteers.

VI. DRUG FREE WORKPLACE

Any officer assigned to GIITEM will be subject to random and/or for cause, drug and alcohol testing in accordance with his/her Agency's guidelines. If the Agency does not have a drug free program, the officer will be required to submit to testing pursuant to the DPS Drug Free Workplace Program. Each assigned officer shall be subject to the responsibilities of and shall retain all rights as provided for in the DPS Drug Free Workplace Program Manual, DPS Form Number DPS 932-02056. DPS shall not charge any fee or cost to the Agency for any assigned officers who undergo testing. Officers may be removed from GIITEM for failure to comply with the program or for failure to pass DPS drug screening requirements.

VII. RECORDKEEPING

All records regarding the IGA, including officer's time accounting logs, must be retained for five (5) years in compliance with A.R.S. §35-214, Entitled Inspection and Audit of Contract Provisions.

VIII. FEES

In no event shall either party charge the other for any administrative fees for any work performed pursuant to the IGA.

IX. JURISDICTION

The Agency agrees to permit their officers to work outside of their regular jurisdictional boundaries.

X. ARBITRATION

In the event of a dispute under this IGA, the parties agree to use arbitration to the extent required under A.R.S. §§ 12-1518 and 12-133.

XI. WORKER'S COMPENSATION BENEFITS

Pursuant to A.R.S. §23-1022 D., for the purposes of Worker's Compensation coverage, the Agency officer covered by the IGA shall be deemed to be an employee of both agencies. The Agency, as the primary employer, shall be solely liable for payment of Worker's Compensation Benefits and the processing of any potential claims occurring during the officer's assignment to GIITEM.

XII. LIMITATIONS

This agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals. Nothing in this agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.

XIII. EFFECTIVE DATE/DURATION

The terms of this agreement shall become effective upon the date the last signature is obtained.

The duration of this IGA shall be the fiscal year, July 1st through June 30th, and shall renew annually on July 1st for a period of time not to exceed five (5) years. Annual renewal shall be contingent upon legislative allocated budget approval for the applicable fiscal year. If funds are not allocated to support this agreement, DPS will provide written notice to the Agency notifying them of termination of funding and cancellation of the IGA.

All prior agreements between DPS and the Agency regarding GIITEM gang enforcement participation are cancelled as of the effective date of this IGA.

XIV. AVAILABILITY OF FUNDS

Every payment obligation of DPS under this agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the agreement, the agreement may be terminated by DPS at the end of the period for which funds are available. No liability shall accrue to DPS in the event this provision is exercised, and DPS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

XV. CANCELLATION

All parties are hereby put on notice that this IGA is subject to cancellation by the Governor for conflicts of interest pursuant to A.R.S. §38-511.

XVI. TERMINATION

Either party may terminate the IGA for convenience or cause upon thirty (30) days written notice to the other party. Upon termination, DPS shall pay all outstanding amounts up through the time upon which the termination becomes effective. All property shall be returned to the owning party upon termination.

Any notice required to be given under the IGA will be provided by mail to:

GIITEM Commander
Arizona Department of Public Safety
P. O. Box 6638, Mail Drop 3700
Phoenix, Arizona 85005-6638

Chief Dale Nannenga
Avondale Police Department
11485 West Civic Center Drive
Avondale, Arizona 85323

XVII. VALIDITY

This document contains the entire agreement between the parties and may not be modified, amended, altered or extended except through a written amendment signed by both parties. If any portion of this agreement is held to be invalid, the remaining provisions shall not be affected.

The parties hereto have caused this IGA to be executed by the proper officers and officials.

STATE OF ARIZONA

BY: *Robert C. Halliday*
FOR Robert C. Halliday, Director
Arizona Department of Public Safety

DATE: 6/6/14

APPROVED AS TO FORM:

BS
Assistant Attorney General

DATE: 6/5/14

AVONDALE POLICE DEPARTMENT

BY: _____
Dale Nannenga, Chief

DATE: _____

CITY OF AVONDALE

David Fitzhugh, Acting City Manager

DATE: _____

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3212-814 - Intergovernmental
Agreement with the City of Glendale for Landfill
Services

MEETING DATE:

8/11/2014

TO: Mayor and Council**FROM:** Cindy Blackmore, Acting Public Works Director, 623-333-4410**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is requesting the City Council adopt a resolution authorizing an Intergovernmental Agreement between the City of Avondale and the City of Glendale for landfill services, and authorize the Mayor or City Manager and the City Clerk to execute the necessary documents.

BACKGROUND:

The City of Avondale currently utilizes the City of Glendale landfill to dispose of all refuse collected. The Glendale landfill is located at 11490 W. Glendale Ave., which is approximately three miles north of the City of Avondale's boundary. This proximity makes it advantageous for the City, keeping fuel costs low and allowing for quick turn around times during sanitation routes.

DISCUSSION:

This agreement covers the period from July 1, 2014 through June 30, 2018, and allows for 1 additional contract extension of 3 years, should both cities agree to the negotiated terms.

The basic terms of the agreement remain unchanged with one exception. The tipping fees.

The tipping fees negotiated under the new agreement are as follows:

July 1, 2014 through June 30, 2015 --- \$25.00 per ton
July 1, 2015 through June 30, 2016 --- \$25.00 per ton
July 1, 2016 through June 30, 2017 --- \$25.50 per ton
July 1, 2017 through June 30, 2018 --- \$26.00 per ton

It should be noted that the first and second year tipping fees have been reduced to \$25.00 per ton from the current tipping fee of \$28.00 per ton .

The tipping fee includes the current \$0.25 per ton Arizona Department of Environmental Quality tax. The tipping fees will be reviewed and adjusted prior to any extension to the terms of this agreement.

Under the previous terms of the agreement, Avondale residents were allowed to pay the contracted rate for any self hauled loads. This agreement will continue.

BUDGET IMPACT:

The Finance and Budget Department has reviewed the proposed tipping fees and have determined that the fee structure fits within the rate model under the current population and tonnage estimates.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing an Intergovernmental Agreement between the City of Avondale and the City of Glendale for landfill services, and authorize the Mayor or City Manager and the City Clerk to execute the necessary documents.

ATTACHMENTS:**Description**

[Resolution 3212-814](#)

RESOLUTION NO. 3212-814

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF GLENDALE RELATING TO LANDFILL DISPOSAL SERVICES.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The Intergovernmental Agreement with the City of Glendale relating to landfill disposal services (the “Agreement”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, August 11, 2014.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3212-814

[Agreement]

See following pages.

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF AVONDALE
AND
THE CITY OF GLENDALE FOR
LANDFILL DISPOSAL SERVICES

THIS INTERGOVERNMENTAL AGREEMENT FOR LANDFILL DISPOSAL SERVICES (“Agreement”) is made and entered into on _____, 2014 (the “Effective Date”), between the City of Avondale, an Arizona municipal corporation (“Avondale”) and the City of Glendale, an Arizona municipal corporation (“Glendale”). Avondale and Glendale are referred to herein collectively as the “Parties” or individually as a “Party.”

RECITALS

A. Avondale and Glendale intend to enter into this Agreement for Landfill Disposal Services. Avondale and Glendale are authorized and empowered by provisions of their respective city charters and Arizona Revised Statutes § 11-952 to enter into this Agreement.

B. Avondale and Glendale find it mutually beneficial for Glendale to provide landfill disposal services to Avondale.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Avondale and Glendale hereby agree as follows:

1. Definitions.

The capitalized terms contained in this Agreement and not otherwise defined shall have the meanings set forth below:

“Acceptable Waste” means any Solid Waste, including household waste, household hazardous waste or conditionally exempt small quantity generator waste, that Glendale is authorized to dispose of in the Facility according to its ADEQ-approved Solid Waste Management Plan. “Acceptable Waste” may include: (i) household wastes; (ii) commercial waste (originating from entities such as restaurants, stores, markets, theaters, hotels, and warehouses); (iii) institutional waste material originating in schools, hospitals, research institutions, and public buildings; (iv) small amounts of remodeling, demolition, roofing materials and other construction debris; (v) water treatment plant or wastewater sludge, capable of passing the mandated paint filter test, and delivered with an acceptable lab report (sample analysis according to appropriate waste testing protocol established by the Facility); and (vi) friable and non-friable asbestos containing waste material. “Acceptable Waste” does not include any Hazardous Waste, Special Waste, Medical Waste, including biohazardous Medical Waste, and any Unacceptable Waste or any mixture, portion or fraction thereof.

“ADEQ” means the Arizona Department of Environmental Quality or any successor department or agency.

“Applicable Laws, Rules, and Regulations” means the laws, statutes, regulations and rules enacted by the federal government or any agency thereof, the state or any political subdivision

thereof, affecting the permitting, operation or use of the Facility (as defined below), as such laws, statutes, regulations and rules are now in effect or as adopted subsequently.

“Dollars” means United States dollars.

“Facility” means the Glendale Municipal Landfill located at 11480 West Glendale Avenue, Glendale, Arizona.

“Fiscal Year” means July 1 through June 30 of each year.

“Force Majeure” means any act, event, or condition having a direct, material, adverse effect on the ability of the Facility to accept or dispose of Acceptable Waste, if such act, event, or condition is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under this Agreement. Such acts, events, or conditions shall include, but shall not be limited to, the following:

- A. An act of God, lightning, earthquake, fire, severe weather conditions, epidemic, landslide, drought, hurricane, tornado, storm, explosion, partial or entire failure of utilities, flood, nuclear radiation, act of a public enemy, war, blockade, insurrection, riot, disturbance, labor strike or interruption, extortion, sabotage or similar occurrence or any exercise of the power of eminent domain, condemnation or other taking by the action of any governmental body on behalf of any public, quasi-public or private entity.
- B. The order, judgment, action, or determination of any court, administrative agency, or governmental entity.
- C. The denial of an application, failure to issue, or suspension, termination, or interruption in the issuance or renewal of any permit.
- D. The failure of any subcontractor or supplier to furnish services, materials or equipment on the dates agreed to if such failure is caused by a Force Majeure, if and to the extent, and only so long as Glendale is not reasonably able, after using its best efforts, to obtain substitute services, materials or equipment.

“Hard to Handle Waste” means waste requiring special handling such as the burial in an area away from the main working face of the Landfill, the breaking up of large materials as mobile homes or pieces of concrete and spools of wire.

“Hazardous Waste” shall have the meaning as set forth in A.R.S. § 49-921, as amended.

“Hot Load” means any load of materials delivered to the Facility that is emitting smoke, fire or fumes, or may be in imminent danger of fire or explosion.

“Medical Waste” shall have the meaning as set forth in A.R.S. § 49-701, as amended.

“Solid Waste” shall have the meaning as set forth in A.R.S. § 49-701.01, as amended.

“Solid Waste Management Plan” shall have the meaning as set forth in A.R.S. § 49-701, as amended.

“Special Waste” shall have the meaning as set forth in A.R.S. § 49-851, as amended.

“Tipping Fee” shall mean the total rate per ton charged and adjusted by Glendale for disposal of Acceptable Waste delivered by Avondale to the Facility, as more fully set forth in Section 3.3 of this Agreement. The Tipping Fee shall include any applicable taxes, fees, or levies, as replaced or amended, that Glendale is required to pay for waste delivered to and accepted by the Facility.

“Ton” means 2,000 U.S. pounds.

“Unacceptable Waste” means any solid, hazardous, medical, mixed or special waste, or any portion or fraction thereof, that Glendale may not accept for disposal at the Facility pursuant to its ADEQ-approved Solid Waste Management Plan. Such “Unacceptable Wastes” include, but are not limited to: (A) explosives, radioactive materials, medical waste or infectious biohazardous waste, Waste Tires (excluding tires delivered by Avondale residents as per Section 2.1(B) below), residential cesspool waste, sewage, and sludge; (B) motor vehicles, including motor vehicle parts, and any agricultural and farm machinery or equipment or parts thereof; (C) used oil; (D) materials that Glendale reasonably determines may present a risk to human health or safety or the environment, or may adversely affect the operation of the Facility, including, but not limited to, Hot Loads; or (E) waste not authorized for disposal at the Facility pursuant to its approved Solid Waste Management Plan.

“Waste Tires” means: Tires that (A) are no longer suitable for their original intended purpose because of wear, damage or defect; (B) are removed from a motor vehicle and retained for further use; or (C) have been chopped or shredded.

2. Delivery of Acceptable Waste.

2.1 Acceptable Waste Delivered.

- A. Avondale shall use its best efforts to ensure that all materials delivered to the Facility for disposal shall constitute only Acceptable Waste. Glendale shall have the right to refuse to accept any waste or load it suspects contains Unacceptable Waste for disposal at the Facility, subject to the procedures in Subsection 2.6 below. Avondale will be charged the fees established in Section 3.3 below.
- B. Avondale residents will be charged the established rate in Section 3.3 below for Acceptable Waste delivered in self-hauled loads to the Facility for disposal. All appliances containing Freon will be assessed a separate fee to cover the cost the Facility incurs for Freon removal. The fee is subject to change at any time to reflect the market cost of Freon removal.
- C. Waste Tires delivered by Avondale residents will be accepted and assessed a Waste Tire handling fee of \$3.00 per tire in addition to the Tipping Fee. The Waste Tires must be from passenger vehicles or small non-commercial trucks, and shall not contain rims. All other Waste Tires, including those from off-road vehicles, will not be accepted. Avondale residents will be limited to the delivery of 5 Waste Tires every 90 calendar days. This handling fee for Waste Tires is subject to change at any time to reflect the Facility cost of handling.
- D. Glendale may refuse to accept Acceptable Waste for disposal at the Facility if such waste is of such a quantity or character that it requires special handling procedures for disposal (Hard to Handle Waste). In the event Glendale identifies Acceptable Waste as Hard to Handle Waste, it shall notify Avondale of its decision not to accept the otherwise Acceptable Waste for disposal, or it will notify Avondale of

any additional charges related to disposal of the rejected Acceptable Waste prior to accepting it for disposal.

- E. Avondale and Glendale recognize that although Waste Tires constitute Unacceptable Waste, Waste Tires may, on occasion, be mixed with Acceptable Waste collected by Avondale despite its best efforts to collect and deliver only Acceptable Waste for disposal in the Facility. In such event, Waste Tires will be handled by the Facility. However, should the receipt and disposal of Waste Tires become unduly burdensome on the Facility, the Parties will meet to develop a strategy to address the problem. Although the Parties agree to meet to address this problem in good faith, nothing in this subsection prevents or interferes with Glendale's right to exercise its rights under subsection 2.1(D) above and/or Section 7 herein.

2.2 Weighing of Acceptable Waste.

- A. Each vehicle delivering Acceptable Waste shall have a vehicle identification number permanently affixed and conspicuously displayed on the exterior of the vehicle, which is readily visible by the weigh scale operators. Avondale shall provide a certified tare weight for each such identified vehicle. All incoming Acceptable Waste shall be weighed and recorded. From time to time, the Parties may require revalidation of the tare weight of any vehicle or re-weighing of unloaded trucks. Avondale, at no extra cost, shall have the right to monitor the weighing of all vehicles delivering Acceptable Waste to the Facility.
- B. Glendale shall maintain the weighing devices at the Facility for the purpose of weighing and recording the amount of Acceptable Waste delivered to the Facility. Glendale shall test and recalibrate the weighing devices at least once each quarter, or more often if necessary or if required by the Arizona Department of Weights and Measures. Calibration records shall be available for inspection by Avondale.
- C. In the event the weighing devices become temporarily inoperable due to testing or malfunction, Glendale shall estimate the weight of Acceptable Waste delivered to the Facility on the basis of truck volume and historical data obtained through operation of the Facility. These estimates shall serve as official records for the duration of the weighing device outage. Glendale shall use its best efforts to ensure that no such period of inoperability exists for more than 5 consecutive days, and in the aggregate not more than 10 days in any 30-day period.
- D. To expedite turnaround time at Facility, Avondale will use the automated, unattended scale system (commonly referred to as the Radio Frequency or RF Scale). Glendale will provide Avondale with a summary of all transactions on a monthly basis as specified in Section 3.1. Information on specific transactions or a daily report will be generated upon request.

- 2.3 Vehicle Turnaround Time.** Each and every vehicle delivering Acceptable Waste to the Facility shall be able to enter the Facility, unload and exit the Facility within a period of not longer than 20 minutes, with the understanding that bad weather conditions, such as heavy rain, may cause delays beyond the control of the Facility. The average period of not longer than 20 minutes is based on the use of the unattended scale system and an average period of not longer than eight minutes to unload the Avondale vehicles. Glendale shall provide experienced staff at the Facility to direct incoming drivers.

- 2.4 Delivery Vehicles.** Acceptable Waste may be delivered to the Facility in a variety of vehicles including, but not limited to, side-loading collection trucks, rear-loading collection trucks, front-loading collection trucks, tractor-trailer vehicles, open top and closed roll-off containers, compactors, and other open or closed vehicles. The Facility shall be equipped to receive all vehicles that are lawfully used to transport Acceptable Waste.
- 2.5 Hot Loads.** In the event that Glendale accepts a Hot Load from an Avondale transporter, as provided in subsection 2.1(D) above, Avondale agrees to pay the additional direct costs incurred by Glendale for the handling of that Hot Load. Such costs may include, but are not necessarily limited to, costs related to response by public safety personnel as well as cleanup and disposal costs related to the material.
- 2.6 Discovery of Unacceptable Waste.** If Glendale discovers Unacceptable Waste or waste that it suspects is Unacceptable Waste is received from Avondale, Glendale shall:
- A. Isolate, remove and set aside that portion of the load which it determines is or may be Unacceptable Waste.
 - B. Notify Avondale of the discovery of Unacceptable Waste within one hour of that discovery, unless that discovery occurs after 4:00 p.m., in which case, notification shall be given by 9:00 a.m. of the next business day.
 - C. Gather, preserve, maintain and make available to Avondale all evidence demonstrating that the Unacceptable Waste was delivered by Avondale.
 - D. Test or arrange to have the suspected Unacceptable Waste tested to ascertain whether that waste is Unacceptable Waste.
 - E. Allow Avondale to: (1) inspect such Unacceptable Waste within 8 hours of notice to Avondale of the existence of such waste; and (2) test the waste and examine all other evidence gathered by Glendale within 72 hours after the discovery of such waste. For purposes of any inspection conducted, Avondale shall have access to the Facility and/or any other site at which Unacceptable Waste is located, subject to the conditions set forth in Section 5.3 below.
- 2.7 Rejection of Unacceptable Waste.** Glendale shall have the right to reject Unacceptable Waste after the load is unloaded at the Facility by giving notice to Avondale as set forth in Subsection 2.6(B) above. Unacceptable Waste shall be deemed accepted if not rejected.
- 2.8 Disposal of Unacceptable Waste.** If Unacceptable Waste is discovered at the Facility and there is substantial proof that the Unacceptable Waste was delivered to the Facility by Avondale under this Agreement, Avondale shall: (A) to the extent practicable, promptly remove and properly dispose of the Unacceptable Waste; or (B) pay Glendale the actual cost for proper disposal of the Unacceptable Waste. Avondale shall also pay or reimburse Glendale for the actual cost of the inspecting, testing, characterizing and handling of the Unacceptable Waste.
- 2.9 Disposal of Waste not deemed Unacceptable.** If, after inspecting and/or testing the waste, Glendale discovers the waste was Acceptable Waste, or discovers that the Unacceptable Waste was not delivered to the Facility by Avondale, Glendale shall dispose of that waste at no additional cost to Avondale.

3. Statements, Records, and Auditing.

3.1 Monthly Reports, Weight Tickets, and Monthly Reconciliation.

- A. Within 10 working days after the end of the preceding month, Glendale shall deliver to Avondale an electronic monthly report specifying the number of Tons of waste received during the previous month and any charges for waste disposal. The report will provide a summary of the previous month's weight tickets for all waste received each day at the Facility, including transaction number, truck number, date, time, material type, net tons and total fee. Because unattended weight device will be used to record the weight of each load delivered to the Facility for disposal by Avondale vehicles, weight tickets will be provided to drivers only upon request.
- B. Any weight that has been determined by estimate as described in Subsection 2.2(C) above shall be noted on all records of such weight.
- C. Avondale shall review each monthly report and/or billing statement and pay the fee required for tonnage delivered to the Facility during that month based on the established rate in Section 3.3 below. Payment shall be received or remitted in accordance with Glendale remittance terms, which currently require payment within 30 days of invoice. These remittance terms may change to align with any change in business practices. Glendale must notify Avondale in writing regarding any changes to the remittance terms, and any changes will not take effect until at least 90 days after the notice is provided in a manner consistent with Section 10.11 of this Agreement.

3.2 Recordkeeping, Accounting and Auditing.

- A. Glendale shall keep and maintain complete and detailed records related to the delivery of Acceptable Waste and Unacceptable Waste and the basis for the invoicing under this Section including: (1) tonnage of Acceptable Waste delivered by Avondale to the Facility; and (2) quantities of Unacceptable Waste, and its ultimate disposition (*e.g.*, segregation, storage or removal for disposal in another facility) of such material including activities undertaken to characterize the waste, and the date, time, and vehicle identification of each vehicle delivering and disposing of it. Glendale shall further keep and maintain accurate and complete accounting records and vouchers evidencing all costs, receipts, payments and any other matter of accounting associated with its performance under this Agreement in accordance with generally accepted accounting principles.
- B. Avondale, or its audit representative, shall have the right at any reasonable time to inspect, copy and audit the records, accounting records, vouchers, and any source documents which serve as the basis for charges for Acceptable Waste tonnage (the "Accounting Records"). The Accounting Records shall be available for inspection and audit for a period of three years following the termination of this Agreement, or 5 years from the date such Accounting Records were first created, whichever comes first.

3.3 Tipping Fees.

- A. The Tipping Fee for disposal services at the Facility shall be as follows:

Tipping Fee (per Ton)	Applicable Term
\$25.00	Effective Date through June 30, 2015
\$25.00	July 1, 2015 through June 30, 2016
\$25.50	July 1, 2016 through June 30, 2017
\$26.00	July 1, 2017 through June 30, 2018

This Tipping Fee includes the current \$0.25 per ton Arizona Department of Environmental Quality tax.

- B. Tonnage will be tracked as trucks pass through the weighing device and charged the appropriate Tipping Fee according to this Section.
- C. As provided in Section 4.1 of this Agreement, the Tipping Fee shall be reviewed prior to any extension of the term of this Agreement. The Tipping Fee review will be conducted no later than 6 months prior to the termination of this Agreement, and, if the term of this Agreement is renewed or extended, Tipping Fee adjustments shall apply on the date the renewal becomes effective.
- D. The Tipping Fee may be adjusted at any time to reflect any adjustments of, changes to, or additions to Federal, State, or County taxes, fees, or levies for waste accepted at the Facility.
- E. Water treatment plant or wastewater sludge, capable of passing the mandated paint filter test, and delivered with an acceptable lab report (sample analysis according to appropriate waste testing protocol established by the Facility) are considered Acceptable Waste for disposal at the Facility. The Tipping Fee for disposal of these sludges shall be charged at the same rate as all other Acceptable Wastes, in accordance with subsection 3.1(A) above. The sample analysis shall be conducted annually or more frequently, if good cause exists.
- F. All appliances containing Freon and delivered by Avondale collection vehicles will be assessed a separate fee, in addition to the Tipping Fee, to cover the cost the Facility incurs for Freon removal and disposal. This fee is subject to change at any time to reflect the market cost of Freon removal and disposal.
- G. A Hard to Handle Waste fee of \$131.25 per ton will be charged for the special handling procedures required to address Hard to Handle Waste. This fee includes the current \$0.25 per ton Arizona Department of Environmental Quality tax.

4. Term and Termination.

4.1 Term of Agreement. This Agreement shall become effective on the Effective Date and shall remain in effect until June 30, 2018. This Agreement may be extended on terms and conditions acceptable to both Glendale and Avondale for one additional term of 3 years, unless terminated pursuant to Section 4.2 below. There is no automatic renewal of this Agreement. This Agreement may only be renewed in a signed writing, agreed upon and executed by both Parties.

4.2 Termination.

- A. Notwithstanding the provisions of Section 4.1 above, Avondale may terminate this Agreement without cause at the end of any Fiscal Year the Agreement remains in effect by providing 90 days' prior written notice to Glendale. Such written notice must be received no later than April 1st of the then-current Fiscal Year and termination will be effective 12:00 a.m. on July 1st of the next Fiscal Year. In the event Avondale provides such notice of termination to Glendale, Avondale shall continue to pay any fees and charges, including Tipping Fees and special handling procedures fees for Hard to Handle Wastes, incurred as a result of its delivery and disposal of wastes in the Facility for the 90-day notice and pre-termination period. Avondale, however, will not be required to pay any penalty or liquidated damages for its termination of this Agreement prior to the expiration of the initial or renewal term.
- B. Glendale may terminate this Agreement, at any time, with 180 calendar days' written notice to Avondale. There shall be no payment associated with the termination of this Agreement by Glendale.
- C. This Agreement is subject to the provisions of Arizona Revised Statutes § 38-511, as replaced or amended, and may be canceled, without penalty or further obligation, by either Party if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of either Party is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent of any other Party to this Agreement in any capacity or consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

5. Facility Obligations.

5.1 Operation and Maintenance of the Facility. Glendale shall operate and maintain the Facility, and perform its obligations under this Agreement, in a manner that is consistent with the terms of this Agreement and is consistent with all Applicable Laws, Rules, and Regulations, as replaced or amended.

5.2 Hours and Days of Operation. The Facility must be operational to receive Acceptable Waste from 7:30 a.m. to 4:00 p.m., Monday through Friday, and on Saturday from 7:00 a.m. to 3:00 p.m., excluding City of Glendale holidays. Alternative holiday schedules and extended hours may be established by mutual agreement of the Parties.

5.3 Right to Inspect. Avondale shall have the right to enter and inspect the Facility to observe operations during operating hours as long as: (A) such visits are conducted in a manner that does not cause unreasonable interference with Facility operations; and (B) any person

conducting such visits (1) complies with safety rules and regulations and (2) is escorted by a designated Facility employee.

6. Representations and Warranties.

Glendale hereby represents and warrants to Avondale that:

- A. Glendale has the full power and authority to execute and deliver this Agreement to Avondale and carry out the transactions contemplated hereby.
- B. Glendale has taken all necessary action to execute, deliver and perform this Agreement.
- C. The execution and delivery of this Agreement, the consummation of the transactions contemplated herein or Glendale's compliance with any of the terms and provisions of this Agreement do not or will not contravene any existing law, judgment, governmental rule, regulation or order applicable to or binding on it or any of its properties which, if violated, would have a material adverse effect on Glendale's obligations under this Agreement.
- D. The Facility is and will remain appropriately permitted or licensed to accept the Acceptable Waste and otherwise perform as required by this Agreement.
- E. Upon execution and delivery of this Agreement by Glendale, it will constitute a legal, valid and binding obligation of Glendale enforceable against it in accordance with the terms hereof.

7. Indemnification.

Each Party (as "indemnitor") agrees, to the extent permitted by law, to indemnify, defend, and hold harmless the other Party and its officers, employees, and elected or appointed officials (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses, including reasonable attorney's fees (collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims are caused by the negligence, misconduct, intentional act or other fault of the indemnitor, its officers, employees, contractors, elected or appointed officials. Glendale further agrees to indemnify, defend and hold harmless Avondale and its officers, employees and elected or appointed officials for, from and against any and all claims, losses, liability, costs or expenses, including reasonable attorney's fees arising solely out of Glendale's failure to comply with all Applicable Laws, Rules, and Regulations.

8. Obligations during Force Majeure.

- 8.1 Notice Relating to Force Majeure.** If any act or event of Force Majeure occurs which affects either Party's ability to perform under this Agreement, the Party affected and relying thereon to excuse its performance hereunder shall give oral notice to the other as soon as practicable, and shall deliver to the other Party within 48 hours after such oral notice, a written notice setting forth such information as may be available to it with respect to the nature, extent, effect, and anticipated duration of the act or event of Force Majeure.
- 8.2 Obligation of the Parties during an Event of Force Majeure.** If such an act or event of Force Majeure occurs which has the effect of reducing the amount of Acceptable Waste that a Party can accept from or deliver to the other, both Parties shall be excused from

performance during the existence of the Force Majeure, provided written notice was given in accordance with subsection 8.1 above. A Force Majeure for which said notice has not been properly given shall be considered an unexcused delay and may be considered a breach of this Agreement. The effect(s) of said Force Majeure shall be remedied as soon as the Force Majeure has ceased, or as soon as practicable, and the Party claiming the Force Majeure shall use best efforts to eliminate and mitigate the consequences thereof.

9. Immigration Law Compliance.

- 9.1** Each Party, and on behalf of any subcontracted party, warrants, to the extent applicable under Arizona Revised Statutes § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with Arizona Revised Statutes § 23-214(A) which requires registration and participation with the E-Verify Program.
- 9.2** Any breach of warranty under Section 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 9.3** Each Party retains the legal right to inspect the papers of any contracted party's or subcontracted party's employee who performs work under this Agreement to ensure each Party is compliant with the warranty under Section 9.1 above.
- 9.4** Each Party may conduct random inspections, and upon request or notice to other Party, either Party shall provide copies of papers and records demonstrating continued compliance with the warranty under Section 9.1 above. Each Party agrees to keep papers and records available for inspection during normal business hours and will cooperate in exercise of each Party's statutory duties and not deny access to business premises or applicable papers or records for the purposes of enforcement of this Section 9.
- 9.5** Each Party agrees to incorporate into any subcontracts under this Agreement the same statutorily required obligations and expressly accrue those obligations directly to the benefit of either Party. Each Party also agrees to require any subcontracted party to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the either Party.
- 9.6** The warranty and obligations under this section for each Party are continuing throughout the term of this Agreement or until such time as either Party determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 9.7** The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. General Provisions.

- 10.1 Non-Assignment.** Neither Party shall assign, transfer, convey, subcontract, pledge or otherwise hypothecate this Agreement or its rights, duties or obligations hereunder or any part thereof without prior written consent of the other Party, which may be withheld in its reasonable discretion. Any assignment made in violation of this Section shall be void and of no force or effect and shall constitute a material breach of the Agreement.

- 10.2 Headings.** All sections and descriptive headings of sections and subsections in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.
- 10.3 Severability; Integration.** Inapplicability or unenforceability of any provision of this Agreement shall not limit or impair the operation or validity of any other provision of this Agreement. This Agreement constitutes and embodies the full and complete understanding and agreement of the Parties hereto and supersedes all prior understandings, agreements, discussions, proposals, bids, negotiations, communications, and correspondence, whether oral or written. No representation, promise, inducement or statement of intention has been made by any Party hereto which is not embodied in this Agreement, and no Party hereto shall be bound by or liable for any alleged misrepresentation, promise inducement or statement of intention not so set forth.
- 10.4 Waivers.** Neither the failure nor any delay on the part of any Party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. Payments by the respective Parties shall not constitute a waiver of contract rights.
- 10.5 Construction.** This Agreement is intended to express the mutual intent of the Parties and, irrespective of the identity of the Party preparing this Agreement or any document or instrument referred to herein, no rule of strict construction against the Party preparing a document shall be applied.
- 10.6 No Other Parties To Benefit.** This Agreement is made for the sole benefit of the Parties hereto and their successors and assigns. Except as may be expressly provided herein, no other person or entity is intended to or shall have any rights of benefits hereunder, whether as third-party beneficiaries or otherwise.
- 10.7 Inurement.** This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties.
- 10.8 Governing Law; Forum; Venue.** This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) shall govern their interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement, or otherwise relating to or arising from this Agreement, shall be commenced and maintained in the State or federal courts of the State of Arizona and each of the Parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.
- 10.9 No Oral Modification.** No provision of this Agreement shall be amended, waived or modified except by an instrument in writing signed by the Parties hereto.
- 10.10 Laws and Regulations.** The Parties shall, in the operation of the Facility and the performance of their obligations under this Agreement, comply with any and all federal, state, and local laws and regulations now in effect, or hereafter enacted during the term of this Agreement, which are applicable to the Parties, their respective employees, agents, or subcontractors, if any.

10.11 Notices. 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 e-mail transmission to the address set forth below:

To Avondale: City of Avondale
Public Works Department
399 E. Lower Buckeye Road, Suite 100
Avondale, Arizona 85323
Attention: Cindy Blackmore
Email: cblackmore@avondale.org

With a copy to: Gust Rosenfeld P.L.C.
One E. Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Attention: Andrew J. McGuire, Esq
Email: amcguire@gustlaw.com

To Glendale: City of Glendale
Field Operations Department
6210 W. Myrtle Avenue, Suite 111
Glendale, Arizona 85301
Attention: Executive Public Works Director

With a Copy to: City of Glendale
City Attorney's Office
5850 W. Glendale Avenue, Suite 450
Glendale, Arizona 85301
Attention: Michael Bailey, City Attorney
Email: MBailey@glendaleaz.com

or such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received: (A) when delivered to the party; (B) three business days after being placed in the U.S. Mail, registered or certified, properly addressed, with sufficient postage; (C) the following business days 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 email during the normal business hours of the recipient. If a copy of a notice is also given to a party's counselor 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 counselor or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

10.12 Contact Person. Upon execution of this Agreement, each Party shall provide and maintain with the other the following:

- A. The name and address to whom financial or accounting statements should be sent or of whom inquiries should be made.
- B. The name and address of the person or persons to be contacted for day-to-day matters except for the matters listed above.

10.13 Non-Exclusive Agreement. The Parties acknowledge that this is a non-exclusive Agreement and that Avondale and Glendale may contract with others to provide for services similar to those in this Agreement with respect to the Facility and the collection and delivery of Acceptable Waste.

10.14 Contractual Status. Each Party is acting independent of the other Party under this Agreement and nothing herein is intended nor shall it be construed to create a joint venture or partnership between Avondale and Glendale, or to render either Avondale or Glendale liable for contractual or governmental obligations of the other including, without limitation, obligations to various agents and/or subcontractors, in any manner whatsoever, it being expressly agreed between the Parties that neither of them have any intention of assuming any contractual or other liability of the other by reason of the execution of this Agreement.

10.15 Remedies. The Parties to this Agreement, in addition to the right of terminations provided pursuant to Section 4.2 above, shall in the event of a material breach of any term of this Agreement have available all remedies provided by law or in equity for such breach, including expressly the right to an award of reasonable attorney's fees and court costs to the prevailing Party in connection with any dispute respecting any term of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first set forth above.

“AVONDALE”

“GLENDALE”

By: _____
Kenneth N. Weise, Mayor

By: _____
Jerry Weiers, Mayor

ATTEST:

ATTEST:

By: _____
Carmen Martinez, City Clerk

By: _____
Pamela Hanna, City Clerk

The foregoing agreement between the City of Avondale and the City of Glendale has been reviewed pursuant to Arizona Revised Statutes § 11-952, as amended, by the undersigned City Attorney who has determined that it is in the proper form and is within the powers and authority granted to the City of Avondale. No opinion is expressed as to the authority of any parties, other than the City of Avondale to enter into this Agreement.

Andrew J. McGuire
Avondale City Attorney

The foregoing agreement between the City of Avondale and the City of Glendale has been reviewed pursuant to Arizona Revised Statutes § 11-952, as amended, by the undersigned City Attorney who has determined that it is in the proper form and is within the powers and authority granted to the City of Glendale. No opinion is expressed as to the authority of any parties, other than the City of Glendale to enter into this Agreement.

Michael Bailey
Glendale City Attorney



CITY COUNCIL AGENDA

SUBJECT:

Economic Development Agreement Propstone, LLC

MEETING DATE:

8/11/2014

TO: Mayor and Council**FROM:** Daniel Davis, Economic Development Director 623-333-1411**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is requesting that the City Council approve an Economic Development Agreement with Propstone LLC regarding the construction of Copper Springs Hospital.

BACKGROUND:

During the past few months, staff has worked with Propstone, LLC regarding the development of a 52,500 square foot, 72-bed behavioral health hospital. The proposed hospital would be located at the northwest corner of McDowell Road and Harbor Shores Boulevard.

Propstone, LLC entered into a purchase agreement with the land owner and has been completing their pre-acquisition due diligence. Propstone held a neighborhood informational meeting on March 19, 2014, and participated in a pre-application meeting with Development and Engineering Services.

DISCUSSION:

The Economic Development Agreement (EDA) provides reimbursement of \$125,000 for city required infrastructure improvements along McDowell Road, and \$75,000 for building and plan review fees.

The off-site public infrastructure along McDowell Road is estimated to cost \$350,000 - \$500,000. The overall project is anticipated to generate an estimated \$243,000 in construction sales tax. The proposed agreement would reimburse a portion of Avondale's construction sales tax for the public infrastructure not to exceed \$125,000.

The City has estimated that the project will require approximately \$164,000 for building and plan review fees. The Economic Development Agreement provides a reimbursement of \$75,000 from the Economic Opportunities Fund to assist with these fees.

The project has an estimated total construction cost of \$15 million and is anticipated to create 150 jobs, with an annual payroll of \$9 million, and an average salary of \$60,000 per year.

BUDGET IMPACT:

The total amount of reimbursements as provided for within the economic development agreement for this project would not exceed \$200,000. This reimbursement will be paid from revenue that would not otherwise have been collected without the construction of the hospital.

Greater Phoenix Economic Council (GPEC) completed an Economic Impact Analysis that indicated the proposed facility is anticipated to generate \$1.9 million in direct revenue over a 10-year period.

This use is consistent with the Council's goal of business attraction that brings quality healthcare and employment to the City and to the Health-Tech Corridor. This facility increases the value of the property for property tax, creates significant opportunities for new employment, and provides expanded medical related services to the community.

RECOMMENDATION:

Staff recommends that the City Council approve an Economic Development Agreement with Propstone LLC regarding the construction of Copper Springs Hospital.

ATTACHMENTS:

Description

[Economic Development Agreement](#)

ECONOMIC DEVELOPMENT AGREEMENT – PROPSTONE, LLC

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/35030>



CITY COUNCIL AGENDA

SUBJECT:

Discussion Regarding the Intergovernmental
Affairs Position

MEETING DATE:

8/11/2014

TO: Mayor and Council

FROM: David Fitzhugh, City Manager (623) 333-1014

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff will present information regarding the assignment and classification of the Intergovernmental Affairs position. This item is for discussion and Council direction to the City Manager.

BACKGROUND:

The City Council approved Ordinance No. 1018-04 in July of 2004 which created the Community Relations and Public Affairs Department. The Ordinance included the duties and responsibilities of intergovernmental affairs within the Community Relations and Public Affairs Department including representation of the interests of the city to other levels of government and advocate for the city at the state legislative and United States Congress. The position was placed within this department to ensure seamless coordination between the interrelated functions of public information, council relations, citizen ombudsman services, public outreach, state and federal legislative issues, and regional/intra-city relations. The department also provides support to Council and staff on regional councils and committees for those serving in such a capacity. From an organizational perspective, having these functions within a single department provides staffing flexibility and improves our ability to provide needed support and services to both Council, our intergovernmental stakeholders, and residents.

DISCUSSION:

The City Council met last winter to establish their goals for the up-coming FY 2015. One goal relates directly to this position: "Consider development of a separate Intergovernmental Affairs Department/Division".

In consideration of the above goal statement and in recognition of the need to recruit and retain a highly qualified individual for the position, staff re-evaluated the responsibilities, duties and long-term retention of a future employee. The result was to maintain the current organization structure, in consideration of the size of our organization, as well as the seamless service provided under the umbrella of one department. However, it was decided to elevate the Intergovernmental Affairs Manager from a Grade 16 mid-level manager position to a Grade 18 Assistant Director position. Staff reasoned that this would attract a more experienced candidate and enhance retention through higher wages and greater management responsibilities.

The primary responsibility of the Intergovernmental Affairs position is legislative affairs, which will consume 6 to 7 months each year. The incumbent must manage, on average, well in excess of 1,000 new bills each legislative session. This requires reading, analyzing and disseminating the

bills to the appropriate city personnel to solicit their feedback on impacts to city operations and formulating a position and response strategy. It also manages our federal lobbying contract and requires close coordination with staff from the AZ League of Cities, other cities' Intergovernmental Affairs staff and legislators or their staff. During this intense period of time, we depend on other staff within the Community Affairs and Public Information Office to provide support to Council and staff on regional and local councils, committees, boards and commissions.

Retaining the position within the Community Relations and Public Affairs Department provides expanded staffing to support the Council and staff in their endeavors, and enhances coordination of inter-related activities of legislative issues, regional and intra-city councils and committees, council initiatives and citizen related issues.

Should Council wish to explore the creation of a separate Intergovernmental Affairs Department, the discussion should include the makeup of the department. The logical components would include: 1) Legislative Affairs conducted by the Intergovernmental Affairs Director; 2) Transit Program Administration; and 3) Grants Administration. The position would report directly to the City Manager.

BUDGET IMPACT:

The current budget includes provisions for salary adjustments should the position be upgraded within the Community Relations & Public Affairs Department, or to an IG Director position.

RECOMMENDATION:

For information, discussion and direction.