City of Glendale

5850 West Glendale Avenue
Glendale, AZ 85301

City Council
Voting Meeting Agenda

Mayor Jerry Weiers
Vice Mayor Ray Malnar
Councilmember Leandro Baldenegro
Councilmember Lupe Conchas Jr.
Councilmember Dianna T. Guzman
Councilmember Lauren Tolmachoff
Councilmember Bart Turner

Tuesday, May 12, 2026	**5:30 PM**	**Civic Center** **5750 W Glenn Drive** **Glendale, AZ 85301**

Voting Meeting

One or more members of the City Council may be unable to attend the Council Meeting in person and may participate telephonically, pursuant to A.R.S. § 38-431(4). The public will have access to where the meeting is taking place a minimum of thirty (30) minutes prior to the meeting start time posted on this agenda, pursuant to A.R.S. 38.431.02(H).

CALL TO ORDER

ROLL CALL

PRAYER/INVOCATION

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

POSTING OF COLORS

PLEDGE OF ALLEGIANCE

APPROVAL OF THE MINUTES

1. APPROVAL OF THE MINUTES OF THE APRIL 28, 2026 VOTING MEETING
Presented by: Julie K. Bower, City Clerk

Attachments

Draft Minutes 4 28 2026

BOARDS, COMMISSIONS AND OTHER BODIES

2. APPROVE RECOMMENDED APPOINTMENTS TO BOARDS, COMMISSIONS & OTHER BODIES
Presented by: Councilmember Dianna T. Guzman

CONSENT AGENDA

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

3. RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 600000144-L12, SAN PASCUAL GRILL BURGERS AND GORDITAS LLC, 6403 N 59TH AVE STE 1 AND 2
Presented by: Levi D. Gibson, Director, Budget and Finance

Attachments

MAP

PD APPROVAL

4. RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 600000145-L12, THE NEST NORTH SPORTS GRILL, 5843 W THUNDERBIRD RD
Presented by: Levi D. Gibson, Director, Budget and Finance

Attachments

PD APPROVAL

MAP

5. AUTHORIZATION TO ENTER INTO ONE (1) AGREEMENT FOR THE FISCAL YEAR 2025-2026 FIRE STATION 153 ENTRYPOINT MURAL ART PROJECT
Presented by: Lori German, Deputy Director, Economic Development

Attachments

Fire Station 153 Artist Contract

6. AUTHORIZATION TO ENTER INTO A JOB ORDER MASTER CONTRACT WITH FELIX CONSTRUCTION COMPANY FOR WATER AND WASTEWATER TREATMENT FACILITIES CONTRACTING SERVICES
Presented by: Djordje Pavlovic, P.E., Director, Engineering

Attachments

Agreement with Felix Construction Company,

7. AUTHORIZATION TO ENTER INTO A JOB ORDER MASTER CONTRACT WITH HAYDON COMPANIES, LLC, FOR WATER AND WASTEWATER TREATMENT FACILITIES CONTRACTING SERVICES
Presented by: Djordje Pavlovic, P.E., Director, Engineering

Attachments

Agreement with Haydon Companies LLC

8. AUTHORIZATION TO ENTER INTO A JOB ORDER MASTER CONTRACT WITH KEAR CIVIL CORPORATION, FOR WATER AND WASTEWATER TREATMENT FACILITIES CONTRACTING SERVICES
Presented by: Djordje Pavlovic, P.E., Director, Engineering

Attachments

Agreement with Kear Civil Corp

9. AUTHORIZATION TO ENTER INTO A JOB ORDER MASTER CONTRACT WITH MCCARTHY BUILDING COMPANIES, INC., FOR WATER AND WASTEWATER TREATMENT FACILITIES CONTRACTING SERVICES
Presented by: Djordje Pavlovic, P.E., Director, Engineering

Attachments

Agreement with McCarthy Building Companies

10. AUTHORIZATION TO ENTER INTO A JOB ORDER MASTER CONTRACT WITH MGC CONTRACTORS, INC., FOR WATER AND WASTEWATER TREATMENT FACILITIES CONTRACTING SERVICES
Presented by: Djordje Pavlovic, P.E., Director, Engineering

Attachments

Agreement with MGC Contractors Inc

11. AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH COMBS CONSTRUCTION COMPANY, LLC FOR 75TH AVENUE RECONSTRUCTION: GLENDALE TO NORTHERN AVENUES PROJECT
Presented by: Djordje Pavlovic, P.E., Director, Engineering

Attachments

Agreement

12. AUTHORIZATION TO ENTER INTO AMENDMENT NO. 3 TO THE AGREEMENT WITH MINER OF ARIZONA, LP FOR DOOR AND GATE REPAIR AND PREVENTATIVE MAINTENANCE SERVICES
Presented by: Michelle Woytenko, Director, Field Operations

Attachments

Amendment 3 to Agreement with Miner of Arizona LP

13. AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICE AGREEMENT WITH VAN BOERUM & FRANK ASSOCIATES, INC., FOR ENGINEERING SERVICES
Presented by: Michelle Woytenko, Director, Field Operations

Attachments

Amendment 1 to Agreement with VBFA-BNA

14. AUTHORIZATION TO ENTER INTO AGREEMENT WITH SITECH SOUTHWEST, LLC FOR GPS EQUIPMENT AND SOFTWARE SYSTEM
Presented by: Michelle Woytenko, Director, Field Operations

Attachments

Agreement with SITECH Southwest LLC

15. AUTHORIZATION TO ENTER INTO A MASTER AGREEMENT WITH STATION AUTOMATION, INC DBA PSTRAX, FOR FIRE INVENTORY MANAGEMENT FOR FIRST RESPONDERS SOFTWARE AND ON-GOING SUPPORT
Presented by: Ryan Freeburg, Fire Chief

Attachments

Master Agreement with Station Automation

Sole Source

16. AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH AMERICAN RAMP COMPANY FOR REPAIRS AND MAINTENANCE OF PARKS AND RECREATION FACILITIES
Presented by: John Kennedy, Director, Parks and Recreation

Attachments

Linking Agreement with American Ramp Company

17. AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH LONESOME VALLEY CONTRACTING, LLC, DBA COMPETITIVE SURFACING SOLUTIONS FOR RUBBERIZED PLAYGROUND SURFACING FOR CITYWIDE PARKS, RECREATIONAL AND AQUATICS FACILITIES, AND SPLASHPADS
Presented by: John Kennedy, Director, Parks and Recreation

Attachments

Agreement with Lonesome Valley Contracting, LLC

18. AUTHORIZATION TO ENTER INTO LINKING AGREEMENT WITH MODEL 1 COMMERCIAL VEHICLES, INC. FOR THE PURCHASE OF TRANSIT GOODS AND SERVICES
Presented by: Aliudeen Khan-Abrahim, Deputy Director, Transportation

Attachments

Agreement

19. AUTHORIZATION TO AWARD OF REQUEST FOR PROPOSAL (RFP) 26-31 TO ENTER INTO AGREEMENTS WITH TWO VENDORS FOR RIGHT-OF-WAY LANDSCAPE MAINTENANCE
Presented by: Tony Abbo, Deputy Director, Transportation

Attachments

Agreement with URW, LLC

Agreement with Mariposa Landscape of Arizona, Inc

20. AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE LINKING AGREEMENT WITH DOOLEY ENTERPRISES, INC. FOR THE PURCHASE OF AMMUNITION FOR THE POLICE DEPARTMENT
Presented by: Colby Brandt, Police Chief

Attachments

Amendment 1 to Agreement with Dooley Enterprises, Inc

21. AUTHORIZATION TO APPROVE EXPENDITURE OF FUNDS FOR THE SUPPLY OF RAW WATER FROM SALT RIVER VALLEY WATER USERS' ASSOCIATION
Presented by: Ron Serio, P.E., Director, Water Services

22. AUTHORIZATION TO APPROVE EXPENDITURE OF FUNDS FOR THE COSTS ASSOCIATED WITH PARTIAL OWNERSHIP IN THE SUB-REGIONAL OPERATING GROUP
Presented by: Ron Serio, P.E., Director, Water Services

23. AUTHORIZATION TO APPROVE EXPENDITURE OF FUNDS FOR THE COSTS ASSOCIATED WITH PARTIAL OWNERSHIP OF NEW RIVER-AGUA FRIA UNDERGROUND STORAGE PROJECT FROM SALT RIVER VALLEY USERS' ASSOCIATION
Presented by: Ron Serio, P.E., Director, Water Services

24. AUTHORIZATION TO APPROVE EXPENDITURE OF FUNDS FOR THE SUPPLY OF RAW WATER FROM CENTRAL ARIZONA PROJECT
Presented by: Ron Serio, P.E., Director, Water Services

25. AUTHORIZATION TO APPROVE EXPENDITURE OF FUNDS FOR ORGANIZATIONAL MEMBERSHIP IN THE ARIZONA MUNICIPAL WATER USERS ASSOCIATION
Presented by: Ron Serio, P.E., Director, Water Services

26. AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE LINKING AGREEMENT WITH GRUBER TECHNICAL, INC., DBA GRUBER POWER SERVICES FOR UNINTERRUPTIBLE POWER SUPPLY NEW EQUIPMENT, SERVICE, AND MAINTENANCE AND SUPPORT
Presented By: Ron Serio, P.E., Director, Water Services

Attachments

Amendment 1 to Agreement with Gruber Technical, Inc

27. AUTHORIZATION TO ENTER INTO A SERVICES AGREEMENT WITH TW ASSOCIATES, LLC DBA MISCOWATER FOR SEEPEX PUMPS, PARTS AND SERVICES
Presented by: Ron Serio, P.E., Director, Water Services

Attachments

Agreement with TW Associates, LLC

CONSENT RESOLUTIONS

28. RESOLUTION NO. R26-43

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, APPROVING AND AUTHORIZING SUBMISSION OF THE ANNUAL ACTION PLAN FOR FISCAL YEAR 2026-2027 TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND FOR ACCEPTING A COMMUNITY DEVELOPMENT BLOCK GRANT IN THE AMOUNT OF $2,319,746 A HOME INVESTMENT PARTNERSHIPS PROGRAM ALLOCATION IN THE AMOUNT OF $636,478 AND EMERGENCY SOLUTIONS GRANTS FUNDING IN THE AMOUNT OF $208,860 AND APPROVING AND AUTHORIZING SUBMISSION OF THE FISCAL YEAR 2024-25 SUBSTANTIAL ANNUAL ACTION PLAN AMENDMENT IN THE AMOUNT OF $1,388,945.99.
Presented by: Kimberly Hall, Director, Community Services

Attachments

R26-43
2025-26 Substantial Action Plan Amendment
Final Allocations and Reallocations
Final CDBG Public Services Grant Allocations
2026-27 Annual Action Plan

29. RESOLUTION NO. R26-44

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ENTERING INTO AN AGREEMENT TO ACCEPT AND EXPEND FUNDS FROM THE FY2026 CONGESTION MITIGATION AND AIR QUALITY IMPROVEMENT GRANT AWARD FROM THE MARICOPA ASSOCIATION OF GOVERNMENTS IN THE APPROXIMATE AMOUNT OF $365,929 FOR THE PURCHASE OF ONE PM-10 CERTIFIED STREET SWEEPER.
Presented by: Michelle Woytenko, Director, Field Operations

Attachments

R26-44

30. RESOLUTION NO. R26-45

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN AND AMONG THE ARIZONA FIRE & MEDICAL AUTHORITY, CITY OF AVONDALE, THE CITY OF BUCKEYE, THE CITY OF EL MIRAGE, THE CITY OF GLENDALE, THE CITY OF GOODYEAR, THE CITY OF PEORIA, THE CITY OF SURPRISE, THE CITY OF TOLLESON, THE DAISY MOUNTAIN FIRE AND MEDICAL DISTRICT, AND THE SUN CITY FIRE DISTRICT FOR USE OF FIRE APPARATUS.
Presented by: Ryan Freeburg, Fire Chief

Attachments

R26-45

IGA with Multiple Cities

31. RESOLUTION NO. R26-46

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR THE REHABILITATION OF LITCHFIELD ROAD FROM MISSOURI AVENUE TO NORTHERN AVENUE INTERSECTIONS IN GLENDALE, MARICOPA COUNTY.
Presented by: Tony Abbo, Deputy Director, Transportation

Attachments

R26-46

IGA with State of Arizona

32. RESOLUTION NO. R26-47

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR THE REHABILITATION OF GLENDALE AVENUE FROM LITCHFIELD ROAD TO EL MIRAGE ROAD INTERSECTIONS IN GLENDALE, MARICOPA COUNTY.
Presented by: Tony Abbo, Deputy Director, Transportation

Attachments

R26-47

IGA with State of Arizona

33. RESOLUTION NO. R26-48

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR THE REHABILITATION OF CAMELBACK ROAD FROM 59TH AVENUE TO 83RD AVENUE INTERSECTIONS IN GLENDALE, MARICOPA COUNTY.
Presented by: Tony Abbo, Deputy Director, Transportation

Attachments

R26-48

IGA with State of Arizona

34. RESOLUTION NO. R26-49

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR THE WIDENING AND RECONSTRUCTION OF 67TH AVENUE BETWEEN THE DEER VALLY AND PINNACLE PEAK INTERSECTION IN GLENDALE, MARICOPA COUNTY.
Presented by: Tony Abbo, Deputy Director, Transportation

Attachments

R26-49

IGA wiht State of Arizona

35. RESOLUTION NO. R26-50

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A GRANT AGREEMENT WITH THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION (AWARD NO. 693JJ32640326) FOR ACCEPTANCE AND EXPENDITURE OF THE SAFE STREET FOR ALL SUPPLEMENTAL PLANNING GRANT FUNDING FOR THE DEVELOPMENT OF AN ACTIVE TRANSPORTATION PLAN AND ADA TRANSITION PLAN.
Presented by: Aliudeen Khan-Abrahim, Deputy Director, Transportation

Attachments

R26-50

Agreement with US Dept of Transportation FHWA

36. RESOLUTION NO. R26-51

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ADOPTION OF THE VISION ZERO GOAL.
Presented by: Tony Abbo, Deputy Director, Transportation

Attachments

R26-51

RESOLUTIONS

37. RESOLUTION NO. R26-52

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ADOPTING A TENTATIVE BUDGET OF THE AMOUNTS REQUIRED FOR THE PUBLIC EXPENSE FOR THE CITY OF GLENDALE FOR THE FISCAL YEAR 2026-2027; SETTING FORTH THE REVENUE AND THE AMOUNT TO BE RAISED BY DIRECT PROPERTY TAXATION FOR VARIOUS PURPOSES; ADOPTING CITY COUNCIL'S FINANCIAL POLICIES; AND GIVING NOTICE OF THE TIME FOR HEARING TAXPAYERS AND FOR FIXING TAX LEVIES.
Presented by: Levi D. Gibson, Director, Budget and Finance

Attachments

R26-52

Exhibit A - FY26-27 Tentative Budget Adoption

COUNCIL COMMENTS AND SUGGESTIONS

CITIZEN COMMENTS

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

ADJOURNMENT

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

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

SPECIAL ACCOMMODATIONS

It is the policy of the City of Glendale that all City-sponsored public meetings and events are accessible to people with disabilities. If you need assistance in participating in this meeting or event due to a disability as defined under the ADA, please call the City's ADA Coordinator at 623-930-2270 or e-mail adacompliance@glendaleaz.com at least three (3) business days prior to the scheduled meeting or event to request an accommodation.

POSTING VERIFICATION
This agenda was posted on 5/6/26 at 1:00 p.m. by MR.

AGENDA ITEM: 1.

CITY COUNCIL REPORT

MEETING DATE: 05/12/2026
SUBMITTED FOR: Julie K. Bower, City Clerk
DEPARTMENT: City Clerk

Subject

APPROVAL OF THE MINUTES OF THE APRIL 28, 2026 VOTING MEETING
Presented by: Julie K. Bower, City Clerk

Purpose and Recommended Action

N/A

Attachments

Draft Minutes 4 28 2026

D R A F T

City of Glendale

5850 West Glendale Avenue
Glendale, AZ 85301

Meeting Minutes

Tuesday, April 28, 2026
5:30 P.M.
Voting Meeting
Civic Center

City Council

Mayor Jerry Weiers
Vice Mayor Ray Malnar
Councilmember Leandro Baldenegro
Councilmember Lupe Conchas Jr.
Councilmember Dianna T. Guzman
Councilmember Lauren Tolmachoff
Councilmember Bart Turner

CALL TO ORDER

Mayor Weiers called the meeting to order at 5:30 p.m.

ROLL CALL

Present: Mayor Jerry Weiers
Vice Mayor Ray Malnar
Councilmember Leandro Baldenegro
Councilmember Lupe Conchas Jr.
Councilmember Dianna T. Guzman
Councilmember Lauren Tolmachoff
Councilmember Bart Turner

Also Present: Patrick S. Banger, City Manager
Michael Bailey, City Attorney
Julie K. Bower, City Clerk
Vicki Rios, Assistant City Manager

PRAYER/INVOCATION

The invocation was offered by Pastor Eden Fine, Veil Church.

POSTING OF COLORS

PLEDGE OF ALLEGIANCE

APPROVAL OF THE MINUTES

1. APPROVAL OF THE MINUTES OF THE APRIL 14, 2026 VOTING MEETING
Presented by: Julie K. Bower, City Clerk

A motion was made by Councilmember Bart Turner, seconded by Councilmember Lauren Tolmachoff to approve the minutes of the April 14, 2026 voting meeting.

AYE: Mayor Jerry Weiers
Vice Mayor Ray Malnar
Councilmember Leandro Baldenegro
Councilmember Lupe Conchas Jr.
Councilmember Dianna T. Guzman
Councilmember Lauren Tolmachoff
Councilmember Bart Turner

Passed

BOARDS, COMMISSIONS AND OTHER BODIES

2. APPROVE RECOMMENDED APPOINTMENTS TO BOARDS, COMMISSIONS & OTHER BODIES
Presented by: Councilmember Dianna Guzman

A motion was made by Councilmember Dianna T. Guzman, seconded by Councilmember Lupe Conchas Jr. to appoint Craig Kimmell to the Citizens Utility Advisory Commission to a term expiring January 31, 2027.

AYE: Mayor Jerry Weiers
Vice Mayor Ray Malnar
Councilmember Leandro Baldenegro
Councilmember Lupe Conchas Jr.
Councilmember Dianna T. Guzman
Councilmember Lauren Tolmachoff
Councilmember Bart Turner
Passed

Mayor Weiers administered the oath of office to Mr. Kimmell.

CONSENT AGENDA

3. RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 600000143-L12, G57 SPORTS GRILL & VENUE, 6729 N 57TH DR

4. AWARD OF CONTRACTS FOR RSOQ 26-24 AND AUTHORIZATION TO ENTER INTO AGREEMENTS WITH MULTIPLE VENDORS FOR PROPERTY ABATEMENT

5. AUTHORIZATION TO ENTER INTO A SERVICES AGREEMENT WITH ARIZONA ECUMENICAL COUNCIL DBA ARIZONA FAITH NETWORK, FOR THE 2026 HEAT RELIEF RESPITE CENTER PROGRAM

6. AUTHORIZATION TO ENTER INTO A SERVICES AGREEMENT WITH PHOENIX GOSPEL MISSION, INC., DBA PHOENIX RESCUE MISSION FOR 2026 HEAT RELIEF RESPITE PROGRAM CASE MANAGEMENT SERVICES

7. AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH BALAR HOLDING CORP DOING BUSINESS AS BALAR EQUIPMENT, FOR PARTS AND SERVICE

8. AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH FREIGHTLINER OF ARIZONA, LLC, FOR THE PURCHASE OF VEHICLES

9. AUTHORIZATION TO ENTER INTO AGREEMENT WITH SAGEBRUSH RESTORATION, LLC, FOR REMEDIATION, RESTORATION, AND MISCELLANEOUS REPAIRS

10. AWARD OF RFP 26-22 AND AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH BRIGHTVIEW LANDSCAPE SERVICES FOR CITY OF GLENDALE REGIONAL PUBLIC SAFETY TRAINING CENTER (GRPSTC) LANDSCAPING SERVICES

11. AUTHORIZATION TO ENTER IN TO A LINKING AGREEMENT WITH L.N. CURTIS & SONS FOR THE PURCHASE OF FIREFIGHTING PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING

12. AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH VIASUN CORPORATION FOR CONCRETE REPAIR AND MAINTENANCE SERVICES

13. AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH SHADE 'N NET OF ARIZONA, INC., FOR PRE-ENGINEERED FABRIC SHADE STRUCTURES FOR PARKS AND RECREATION FACILITIES

14. AWARD OF RFP 26-06 AND AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH PLAN-B FACILITY SERVICES, LLC, FOR CUSTODIAL SERVICES FOR CITY PARKS

15. AUTHORIZATION TO ENTER INTO AMENDMENT NO. 2 TO THE LINKING AGREEMENT WITH PRAGMATICA LLC FOR ANNUAL SOFTWARE MAINTENANCE AND SUPPORT FOR THE JUSTICE WEB INTERFACE (JWI) UTILIZING A STATE OF ARIZONA COOPERATIVE PURCHASING CONTRACT

16. AUTHORIZATION TO ENTER INTO A SERVICE AGREEMENT WITH URW, LLC FOR RIGHT-OF-WAY (ROW) AND MEDIAN LANDSCAPE PROJECT AND MAINTENANCE SERVICES

17. AWARD OF REQUEST FOR PROPOSAL 26-27 AND AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH BRIGHTVIEW LANDSCAPE SERVICES, INC. FOR LANDSCAPING SERVICES

A motion was made by Councilmember Lauren Tolmachoff, seconded by Councilmember Dianna T. Guzman to approve Consent Agenda items 3 through 17.

AYE: Mayor Jerry Weiers
Vice Mayor Ray Malnar
Councilmember Leandro Baldenegro
Councilmember Lupe Conchas Jr.
Councilmember Dianna T. Guzman
Councilmember Lauren Tolmachoff
Councilmember Bart Turner

Passed

CONSENT RESOLUTIONS

Ms. Bower read the Consent Resolutions by title.

18. RESOLUTION NO. R26-32

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, APPROVING THE SUBMISSION OF ONE PASS THROUGH APPLICATION FOR THE 2026 FORT MCDOWELL YAVAPAI NATION PROPOSITION 202 GRANT APPLICATION ON BEHALF OF A COMMUNITY-BASED ORGANIZATION SERVING GLENDALE RESIDENTS IN THE TOTAL AMOUNT OF $35,485.96.

19. RESOLUTION NO. R26-33

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NO. 3 OF THE INTERGOVERNMENTAL AGREEMENT FOR LEGAL SERVICES WITH THE CITIES OF AVONDALE, MESA, SCOTTSDALE AND TEMPE RELATING TO JOINT LEGAL REPRESENTATION IN THE GILA RIVER GENERAL STREAM ADJUDICATION MATTER.

20. RESOLUTION NO. R26-34

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL AGREEMENT WITH THE SUPERIOR COURT OF ARIZONA IN MARICOPA COUNTY FOR JURY SERVICES.

21. RESOLUTION NO. R26-35

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF AMENDMENT NO. 2 TO THE MEMORANDUM OF UNDERSTANDING BETWEEN MARICOPA COUNTY ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT AND CITY OF GLENDALE FOR WORKFORCE DEVELOPMENT SERVICES.

22. RESOLUTION NO. R26-36

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NO. 8 TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN MARICOPA COUNTY ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT AND CITY OF GLENDALE, CONCERNING THE HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM.

23. RESOLUTION NO. R26-37

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE AUTHORIZING THE ACQUISITION OF REAL AND PERSONAL PROPERTY INTERESTS NEEDED FOR THE ARROWHEAD MANOR FIRE PUMP STATION PROJECT.

24. RESOLUTION NO. R26-38

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE AUTHORIZING THE ACQUISITION OF REAL AND PERSONAL PROPERTY INTERESTS NEEDED FOR THE 74TH AVENUE AND CLAREMONT SCALLOP STREET PROJECT.

25. RESOLUTION NO. R26-39

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PEORIA (C24-1129) FOR LANDFILL DISPOSAL SERVICES.

26. RESOLUTION NO. R26-40

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF GOODYEAR (C23-0640) FOR LANDFILL DISPOSAL SERVICES.

27. RESOLUTION NO. R26-41

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF AVONDALE (C24-0780) FOR LANDFILL DISPOSAL SERVICES.

A motion was made by Councilmember Leandro Baldenegro, seconded by Councilmember Dianna T. Guzman to adopt Consent Resolutions items 18 through 27.

AYE: Mayor Jerry Weiers
Vice Mayor Ray Malnar
Councilmember Leandro Baldenegro
Councilmember Lupe Conchas Jr.
Councilmember Dianna T. Guzman
Councilmember Lauren Tolmachoff
Councilmember Bart Turner

Passed

LAND DEVELOPMENT ACTIONS

28. RESOLUTION NO. R26-42

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A PRE-ANNEXATION DEVELOPMENT AGREEMENT WITH BACCARA EAGLE LAND, LLC TO FACILITATE THE ANNEXATION AND DEVELOPMENT OF PROPERTIES WITHIN UNINCORPORATED MARICOPA COUNTY AND WITHIN THE CITY'S MUNICIPAL PLANNING AREA; AND DIRECTING THAT THE CITY CLERK RECORD ANY AND ALL NECESSARY DOCUMENTS.
Presented by: Randy Huggins, Director, Development Services

Ms. Bower read the resolution by title.

Mr. Huggins said the project for the 160-acre property was a group of data centers and an APS substation and a utility-scale gas-powered plant to generate wholesale electricity. The property was currently zoned in the county as IND-3 (Heavy Industrial) for intensive uses. The proposed pre-annexation development agreement (PADA) laid out terms for annexation and guided development.

Mr. Huggins said the property would seek no additional entitlements from the County except for the military compatibility permit (MCP). A vote by the County Board of Supervisors was set for May 6th. The City would recognize the development standards contained in the MCP. The property would receive water and wastewater services from EPCOR.

Mr. Huggins said Luke Air Force Base (LAFB) had provided a letter with compatibility findings and the conditions for compatibility.

Mr. Huggins said approval of the PADA would allow the development to officially start the annexation process and EPCOR to complete its sewer application process.

The following people spoke in opposition to the resolution:

Hillary Webber, Surprise resident
Roy Dunbar, Surprise resident
April Butler, Waddell resident
Beth Mortensen, Waddell resident
Troy Mortensen, Waddell resident

Ed Bull, Project Baccarra representative, spoke in favor of the resolution.

Councilmember Guzman asked if two million gallons of propane would be stored above ground.

Mr. Bull said the propane would be stored under a concrete lid, partially submerged in a bunker-like environment.

Councilmember Guzman asked about the 18 natural gas turbines.

Mr. Bull said the 18 turbines were powered with natural gas which was delivered to the site by an underground pipeline. Propane was also delivered via underground pipeline. Natural gas would not be stored onsite.

Councilmember Guzman asked if the turbines generated a lot of heat.

Mr. Bull said turbines did generate heat that was dissipated into the air over distance. The closest residential area was nearly one half mile away.

Councilmember Guzman asked if an environmental impact study had been completed.

Mr. Bull said through the process, all kinds of environmental analysis and review had taken place. All the reviewing county and state agencies had approved the project, including LAFB.

Councilmember Conchas asked if the facility would emit nitrogen oxide, particulate matter, carbon monoxide, sulfur oxide, volatile organic compounds or any other pollutants.

Mr. Bull said he was not an expert and did not know. The project had been reviewed and

approved by county and state agencies.

Councilmember Conchas asked if it was well known that particulate matter entered the lungs and blood stream and was associated with asthma, reduced lung development in children and cardiovascular issues.

Councilmember Tolmachoff asked for a point of order. She asked if Councilmember Conchas' question was relevant to the matter before Council.

Mr. Bailey said the matter before Council was approval of a contract regarding the annexation process. It did not go into the substantive use or operation of the facility. It was probably not the appropriate forum for it.

Councilmember Conchas asked for a point of order. He said Mr. Bull had exceeded his three minutes.

Mayor Weiers said Mr. Bull was responding to Council questions because of accusations made by other speakers. He said Councilmembers were not going to get into a debate or read off questions prepared by someone else.

Councilmember Conchas asked if the site was a distance of 1.5 miles from any elementary school.

Mr. Bull believed that was correct.

Councilmember Conchas said he had prepared his own statement. No one fed him any talking points. He did the research on his own.

Councilmember Turner said there seemed to be disagreement about LAFB’s position on the project.

Mr. Bull said the letter from LAFB, dated March 13, 2026, determined the facility was a utility which was generally not compatible with the noise contour, unless conditions and requirements outlined in the letter were met. The project would abide by the conditions and requirements contained in the letter and would be deemed compatible.

Mr. Huggins said the LAFB letter was included as an exhibit of the PADA.

Mr. Bailey said the letter was part of the agreement.

Councilmember Tolmachoff said Council was not deciding on land use or zoning. It was subject to the County’s decision on zoning. It was simply a pre-annexation development agreement.

Mr. Bailey said that was correct.

A motion was made by Councilmember Leandro Baldenegro, seconded by Councilmember Lauren Tolmachoff to adopt Resolution No. R26-42.

Councilmember Baldenegro said with the information provided to Council from LAFB, he was confident the project had been reviewed by Luke and he was in support.

Councilmember Conchas said his questions related to the project’s effect on children and pregnant women. He did not appreciate the person in the audience who called out “liar” to

Mr. Bull. In Glendale, we respect each other's difference, and he did not appreciate it.

Councilmember Conchas said he was only trying to ask questions, but when it seemed like the questions were not favorable, he got called on a point of order. He just wanted to make sure asthma, birth defects and health concerns were brought up. Because it was only a PADA, he would vote yes.

Councilmember Guzman said it was just a PADA. Council was not approving zoning. She would be voting yes.

Mayor Weiers said LAFB did not tell Council how to vote or how to do things. It only expressed an opinion on how something impacted it. LAFB had no issues with the project.

The vote on the motion:

AYE: Mayor Jerry Weiers
Vice Mayor Ray Malnar
Councilmember Leandro Baldenegro
Councilmember Lupe Conchas Jr.
Councilmember Dianna T. Guzman
Councilmember Lauren Tolmachoff
Councilmember Bart Turner

Passed

ORDINANCES

29. ORDINANCE NO. O26-21

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING CASH AND APPROPRIATION BALANCE TRANSFERS BETWEEN BUDGET ITEMS IN THE ADOPTED FISCAL YEAR 2025-2026 BUDGET.
Presented by: Levi D. Gibson, Director, Budget and Finance

Ms. Bower read the ordinance by title.

Mr. Gibson said the ordinance would transfer cash between funds and transfer budget appropriation between funds or from contingency. All the transfers were within the restrictions of the City Charter and within the Cash and Budget Appropriation Transfer Policy. The City's FY25-26 total budget appropriation across all funds remained unchanged with the action. Exhibit A contained the requested cash and appropriation transfers between departments and funds.

A motion was made by Vice Mayor Ray Malnar, seconded by Councilmember Dianna T. Guzman to adopt Ordinance No. O26-21.

AYE: Mayor Jerry Weiers
Vice Mayor Ray Malnar
Councilmember Leandro Baldenegro
Councilmember Lupe Conchas Jr.

Councilmember Dianna T. Guzman
Councilmember Lauren Tolmachoff
Councilmember Bart Turner

Passed

30. ORDINANCE NO. O26-22

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF THE GRANT OF EASEMENTS IN FAVOR OF SOUTHWEST GAS CORPORATION AT THE NORTHWEST CORNER AND SOUTHWEST CORNER OF CARDINALS WAY AND 91ST AVENUE AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.
Presented by: Djordje Pavlovic, P.E. Director, Engineering

Ms. Bower read the ordinance by title.

Mr. Pavlovic said Southwest Gas was requesting both permanent and temporary easements to install gas lines connecting to the VAI Resort. Southwest Gas was requesting the easements to allow for the installation, construction, operation, repair, maintenance, replacement, and reconstruction, if necessary, of its facilities.

A motion was made by Councilmember Lupe Conchas Jr., seconded by Councilmember Dianna T. Guzman to adopt Ordinance No. O26-22.

AYE: Mayor Jerry Weiers
Vice Mayor Ray Malnar
Councilmember Leandro Baldenegro
Councilmember Lupe Conchas Jr.
Councilmember Dianna T. Guzman
Councilmember Lauren Tolmachoff
Councilmember Bart Turner

Passed

NEW BUSINESS

31. APPROVAL OF THE FY24-25 ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR) AND ANNUAL AUDIT
Presented by: Levi D. Gibson, Director, Budget and Finance
Megan L. Ellgen, Controller, Budget and Finance
Guest Presenter: Jean Marie Dietrich, CPA, Director, CliftonLarsonAllen, LLP

Ms. Bower read the item by title.

Ms. Dietrich provided an overview of the Annual Comprehensive Financial Report and the Annual Audit. She said CliftonLarsonAllen, LLP had rendered Unmodified ("Clean") Opinions on the Financial Statements. The results of the Single Audit were that there were no material weaknesses or significant deficiencies in internal control over financial reporting and issued an Unmodified (“Clean”) Opinion and found that there were no matters of noncompliance with laws

or regulations.

A motion was made by Councilmember Dianna T. Guzman, seconded by Councilmember Lupe Conchas Jr. to approve the FY24-25 Annual Comprehensive Financial Report and Annual Audit.

AYE: Mayor Jerry Weiers
Vice Mayor Ray Malnar
Councilmember Leandro Baldenegro
Councilmember Lupe Conchas Jr.
Councilmember Dianna T. Guzman
Councilmember Lauren Tolmachoff
Councilmember Bart Turner

Passed

COUNCIL COMMENTS AND SUGGESTIONS

Councilmember Baldenegro thanked everyone who attended the third Sunday Brunch Art Crawl. It was having a positive impact on downtown businesses.

Councilmember Baldenegro said his father's 90th birthday was on Sunday. He said any Glendale resident who was 90 or older deserved to get a "ride in the Mayor's car" pass or something similar.

Councilmember Conchas said he had attended and enjoyed the Sunday Brunch Art Crawl.

Councilmember Conchas said the storm drain project at Missouri and 45th Avenue was causing street closures.

Councilmember Conchas spoke with many small business owners at Cubanitas Kitchen.

Councilmember Conchas toured the new City Hall and said it was amazing. He thanked everyone involved in the project.

Councilmember Conchas had a tour of Luke Air Force Base. It was great to be on the runway to see the F35s take off and return. He looked forward to seeing the base thrive in the Glendale community.

Councilmember Guzman said a Yucca District Meeting would be held on Thursday, April 30th at the Heroes Regional Park Library.

Councilmember Tolmachoff said the Cholla District Meeting would be held on May 7th at Foothills Recreation and Aquatics Center from 5:00 p.m. to 7:30 p.m.

Councilmember Tolmachoff said it was very trying times when navigating around the 67th Avenue and 75th Avenue interchanges on the Loop 101. It was going to be nice when it was finished. She thanked everyone for their patience while the improvements were being made.

Mayor Weiers participated in a ride along with the Glendale Police Department in the Westgate area. He was impressed by how well the officers treated the people they pulled over. The officers were incredibly professional, and he was extremely proud of them.

CITIZEN COMMENTS

James Deibler, Phoenix resident, commented on crime issues at Glendale Community College.

Michael Calles, Barrel District resident commented on economic growth, supporting local businesses, taxes and affordability.

ADJOURNMENT

Mayor Weiers adjourned the meeting at 6:45 p.m.

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the meeting of the Glendale City Council of Glendale, Arizona, held on the 28th day of April, 2026. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this __ day of ___, 2026.

_____
Julie K. Bower, MMC, City Clerk

AGENDA ITEM: 2.

CITY COUNCIL REPORT

MEETING DATE: 05/12/2026
SUBMITTED FOR:
DEPARTMENT: City Clerk

Subject:

APPROVE RECOMMENDED APPOINTMENTS TO BOARDS, COMMISSIONS & OTHER BODIES
Presented by: Councilmember Dianna T. Guzman

Purpose and Recommended Action

This is a request for City Council to approve the recommended appointments to terms on boards, commissions and other bodies and for the Mayor to administer the Oath of Office to the appointees in attendance.

Background

To recommend the appointment as follows:

Municipal Property Commission
James Nguyen, Cholla, with a term expiring January 31, 2027

AGENDA ITEM: 3.

CITY COUNCIL REPORT

MEETING DATE: 05/12/2026
SUBMITTED FOR: Levi Gibson, Director
DEPARTMENT: Budget and Finance

Subject:

RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 600000144-L12, SAN PASCUAL GRILL BURGERS AND GORDITAS LLC, 6403 N 59TH AVE STE 1 AND 2
Presented by: Levi D. Gibson, Director, Budget and Finance

Purpose and Recommended Action

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a non-transferable series 12 (Restaurant) license for San Pascual Grill Burgers and Gorditas LLC located at 6403 N 59th Ave Ste 1 and 2. The Arizona Department of Liquor Licenses and Control application (No. 391198) was submitted by Reyna C Gallego.

Background

The location of the establishment is in the Ocotillo district. The property is zoned C-2 (General Commercial). The total population within a one-mile radius is 28,443 per the 2020 U.S. census. San Pascual Grill Burgers and Gorditas LLC is currently operating with an interim permit. Therefore, the approval of this license will not increase the number of liquor licenses in the area. The current number of liquor licenses within a one-mile radius is listed below.

Series	Type	Quantity
06	Bar - All liquor	4
07	Beer and Wine Bar	1
09	Liquor Store - All Liquor	6
10	Beer & Wine Store	13
12	Restaurant	13
14	Private Club	2
BYO	Bring Your Own	1
INP	Interim	2
	Total	**42**

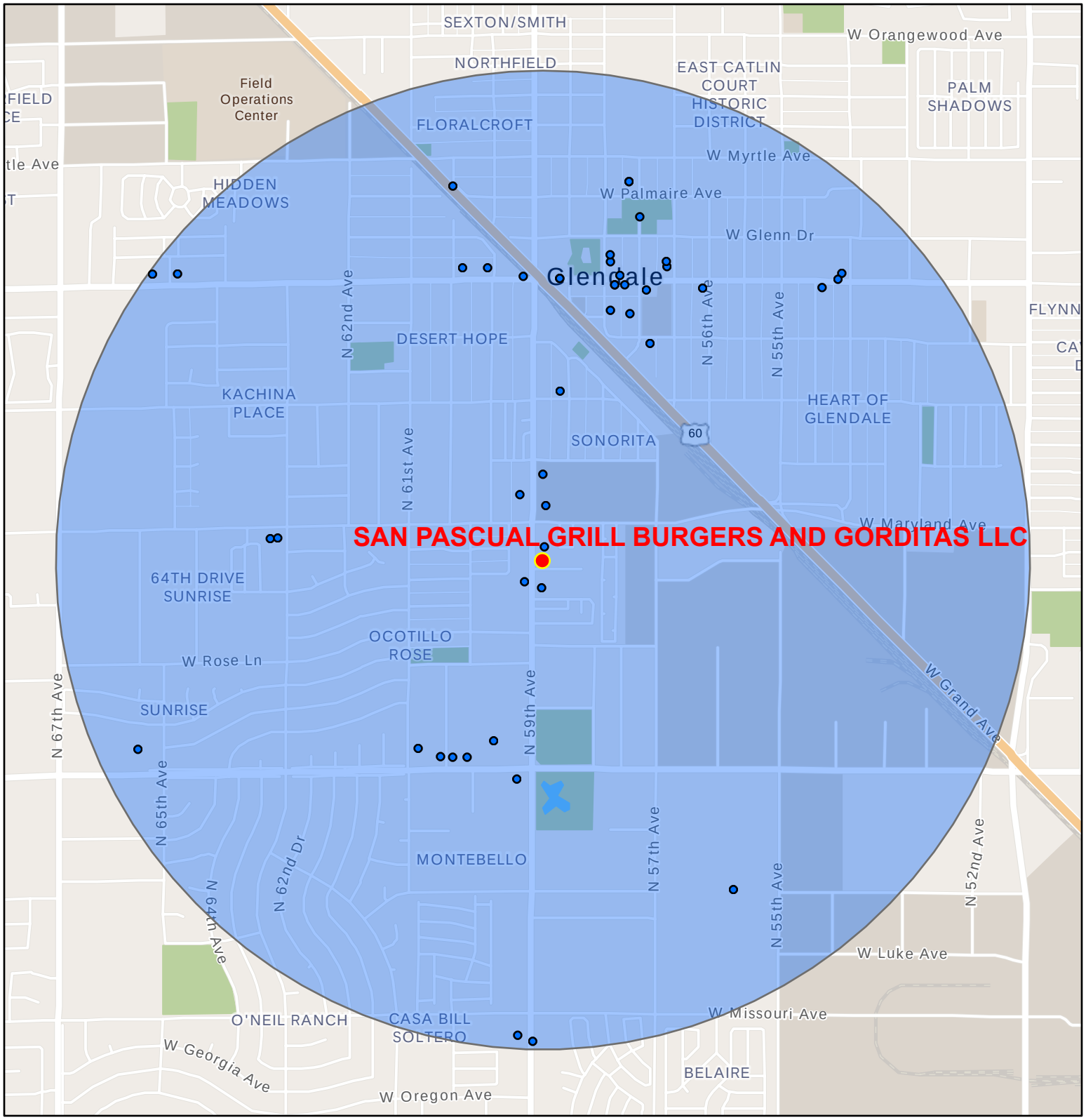
Pursuant to A.R.S. § 4-203 (A), when recommending approval or denial of this non-transferable series 12 license, Council may take into consideration the capability, qualifications, and reliability of the applicant.

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

Community Benefit/Public Involvement
No public protests were received during the 20-day posting period, March 31 through April 20, 2026.

Attachments

MAP
PD APPROVAL



BUSINESS NAME: SAN PASCUAL GRILL BURGERS AND GORDITAS LLC

LOCATION: 6403 N 59TH AVE, #1, GLENDALE, 85301

ZONING: C-2

APPLICANT: REYNA C GALLEGO

APPLICATION NO:600000144-L12

SALES TAX AND LICENSE DIVISION
CITY OF GLENDALE, AZ

N

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **04/14/2026**

License Type: **Series 12 Restaurant**

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

Application Type: **New License**

Definition: New License

Business Name: **San Pascual Grill Burgers and Gorditas LLC**

Business Address: **6403 N 59th Ave STE 1-2**

Applicant/s Information

Name: **Gallego, Reyna**
Name: **Galvan Hernandez, Jesus Gerardo**
Name:
Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 04/14/2021	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related		1	
Fights / Assaults			
Robberies			
Burglary / Theft	1		
911 calls			
Trespassing	2	4	
Accidents			
Fraud / Forgery			
Threats			
Criminal damage		1	
Other non-criminal*	2	4	
Other Criminal		1	
Total calls for service	**5**	**11**	**N/A**

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

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

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

Current License Holder:

Reyna Gallego (Agent - Owner 50%)
Jesus Gerardo Galvan Hernandez (Owner 50%)

There are no known concerns with the current license holder.

Location History:

No significant Calls for Service history at this location.

Special Concerns:

No special concerns were found at this time.

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – S. Jackson 17600	S Jackson	4. 14. 2020
CID Lieutenant or Commander		
Deputy City Attorney		
Chief of Police or designee		4/15/21

AGENDA ITEM: 4.

CITY COUNCIL REPORT

MEETING DATE: 05/12/2026
SUBMITTED FOR: Levi Gibson, Director
DEPARTMENT: Budget and Finance

Subject:

RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 600000145-L12, THE NEST NORTH SPORTS GRILL, 5843 W THUNDERBIRD RD
Presented by: Levi D. Gibson, Director, Budget and Finance

Purpose and Recommended Action

This is a request from the City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a nontransferable series 12 (Restaurant) license for The Nest North Sports Grill located at 5843 W Thunderbird Rd. The Arizona Department of Liquor Licenses and Control application (No. 389709) was submitted by Jeffrey Craig Miller.

Background

The location of the establishment is in the Sahuaro district. The property is zoned C-2 (General Commercial). The total population within a one-mile radius is 6,339 per the 2020 U.S. census. The Nest North Sports Grill is currently operating with an interim permit. Therefore, the approval of this license will not increase the number of liquor licenses in the area. The current number of liquor licenses within a one-mile radius is listed below.

Series	Type	Quantity
06	Bar	2
07	Beer & Wine Bar	2
09	Liquor Store w/ Sampling	2
10	Beer & Wine Store w/ Sampling	5
12	Restaurant	7
INP	Interim	1
	Total	**19**

Pursuant to A.R.S. § 4-203 (A), when recommending approval or denial of this non-transferable series 12 license, Council may take into consideration the capability, qualifications, and reliability of the applicant.

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

Community Benefit/Public Involvement

No public protests were received during the 20-day posting period, March 31 through April 20, 2026.

Attachments

PD APPROVAL
MAP

26-39

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **03/31/2026**

License Type: **Series 12 Restaurant**

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

Application Type: **New License**

Definition: New License

Business Name: **The Nest Sports Grill**

Business Address: **5843 W Thunderbird Rd**

Applicant/s Information

Name: **Miller, Jeffrey Craig (Agent)**
Name: **Oelschlager, Michael William**
Name: **Tellman, Andrew Steven**
Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 3/31/2021	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults	1		
Robberies			
Burglary / Theft	2		
911 calls			
Trespassing	8		
Accidents			
Fraud / Forgery	2		
Threats			
Criminal damage	1		
Other non-criminal*	7		
Other Criminal	1		
Total calls for service	**22**	**N/A**	**N/A**

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

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

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

Current License Holder:

Jeffrey Craig Miller (Agent)
Mktasse LLC (Owner)

There are no known concerns with the current license holder.

Location History:

No significant Calls for Service history at this location.

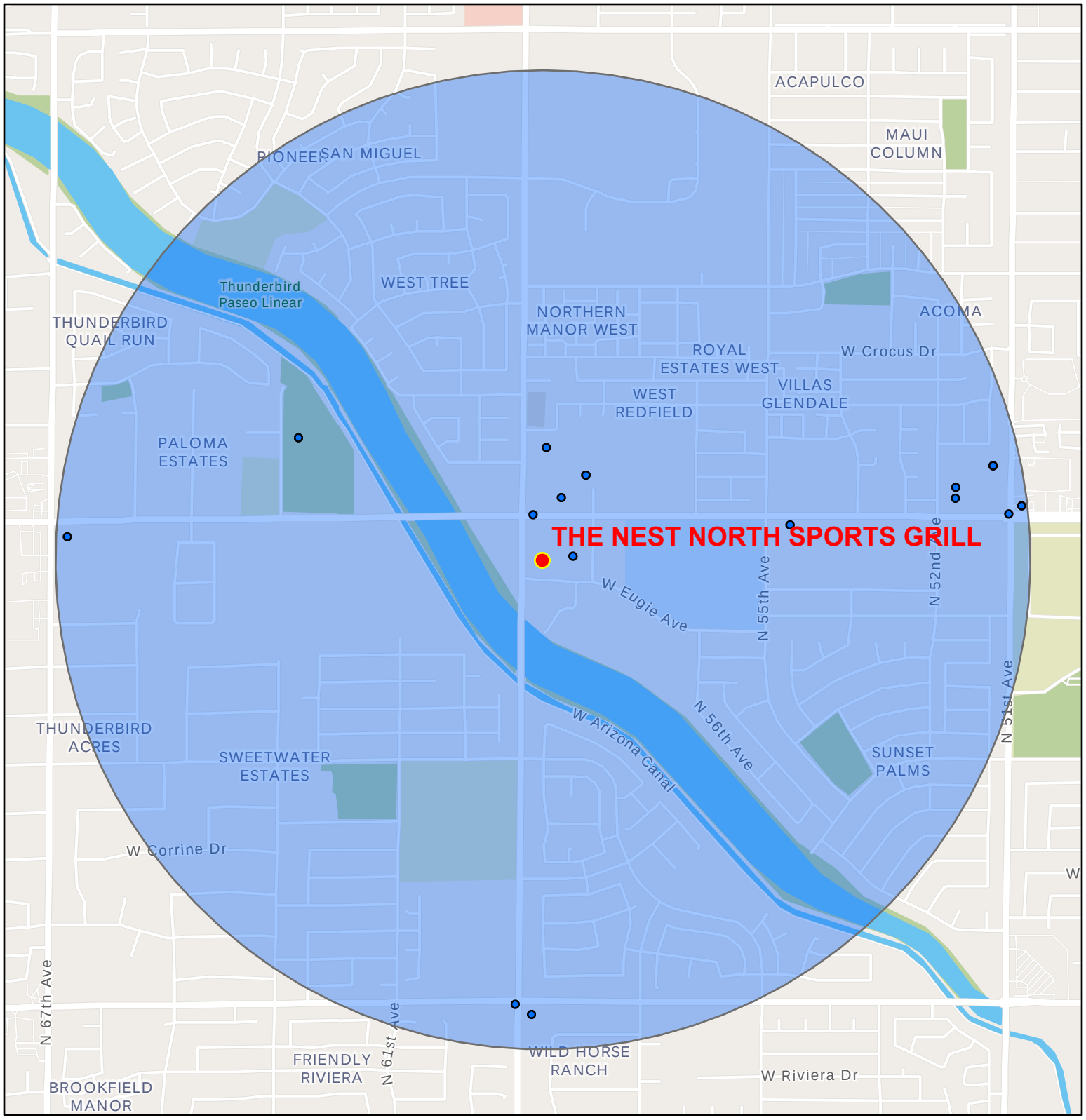
Special Concerns:

No special concerns were found at this time.

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – S. Jackson 17600		03.31.2026
CID Lieutenant or Commander		
Deputy City Attorney		
Chief of Police or designee	#8839	4/2/26



BUSINESS NAME: THE NEST NORTH SPORTS GRILL

LOCATION: 5843 W THUNDERBIRD RD, GLENDALE, 85306

ZONING: C-2

APPLICANT: JEFFREY CRAIG MILLER

APPLICATION NO:600000145-L12

SALES TAX AND LICENSE DIVISION
CITY OF GLENDALE, AZ

N

AGENDA ITEM: 5.

CITY COUNCIL REPORT

MEETING DATE: 05/12/2026
SUBMITTED FOR: Lori German, Deputy Director
DEPARTMENT: Economic Development

Subject

AUTHORIZATION TO ENTER INTO ONE (1) AGREEMENT FOR THE FISCAL YEAR 2025-2026 FIRE STATION 153 ENTRYPOINT MURAL ART PROJECT
Presented by: Lori German, Deputy Director, Economic Development

Purpose and Recommended Action

This is a request for City Council to approve the expenditures from the Municipal Arts Fund recommended by the Glendale Arts Commission for the Fiscal Year (FY) 2025-2026 Fire Station 153 Mural Art Project. There are no renewals.

Background

In September 2025, the Office of Arts and Culture met with the Fire Chief and other Fire employees to hire an artist to design and fabricate a mural at the main foyer of Fire Station 153.
Expenditures for the Annual Performing Arts Partnership Program are recommended by the Glendale Arts Commission through its annual Arts Projects Plan and are subject to approval by City Council through the annual budget review process.
Beginning in December 2025, proposals for the Fire Station 153 wall were solicited from three finalists, selected from the City's Pre-Qualified Mural Artist List. After an open review process by the Glendale Arts Commission and the Glendale Fire Department, the city received six (6) unique concepts. Using evaluation criteria and qualifications, the Arts Commission convened on February 17, 2026 to review applicant proposals. Based on scores, qualifications, and input from the Fire Department, the Commission recommends one (1) of the concepts to the Council for formal approval.

Analysis

Of the six (6) concepts submitted for funding support consideration for projects in FY 2025-2026, one (1) is being recommended by the Arts Commission for funding:
Krista Hill dba Deambox Art The Brave is a refined evolution of The Heartbeat concept, placing greater emphasis on sense of place, human connection, and the many roles firefighters hold within the community, without relying on a literal depiction of the heart or pulse. Instead, this concept communicates the emotional core of firefighting through atmosphere, composition, and symbolism embedded throughout the scene. (Stipend amount: $20,000)

Previous Related Council Action

None

Community Benefit/Public Involvement

The Brave honors pride, honor, and community through a quieter, more atmospheric approach. It is a tribute to the courage required to show up day after day, the bonds formed through shared service, and the deep connection between Fire Station 153 and the community it protects.

Fiscal Impact

Fiscal Year:	FY2025-26
Fiscal Year Amount Requested:	$20,000
Budgeted Y/N?:	Y
Account:	21104519-550191
Transfer Required? Y/N:	N
If Yes, what account will be used?:	

Budget and Financial Impacts:

Funding for this item is budgeted in the FY2025-26 Capital Improvement Plan, Project #CIPAT20035 – Municipal Art Program. Expenditures under this agreement are not to exceed $20,000 over the entire term of the agreement. Expenditures in future fiscal years are contingent upon Council budget approval.

Attachments

Fire Station 153 Artist Contract

How was the item procured:	Other
Explanation:	Proposals for the mural were solicited from the City's Pre-Qualified Mural Artist List. An open, competitive review process by the Glendale Arts Commission and the Fire Department was conducted.

Strategic Plan Connection:

Tier 1 Objective:	Strengthen Workforce Culture

Contract No. C-_____

CITY OF GLENDALE PUBLIC ART AGREEMENT

This Artist Contract ("Agreement"), is entered into as of the 20th day of February, 2026 ("Effective Date"), between Krista Hill dba DreamBox Art LLC, an Arizona limited liability company ("Artist"), and the City of Glendale, an Arizona municipal corporation ("City").

RECITALS

A. WHEREAS, the City requires certain public art services pursuant to the terms of this Agreement, hereinafter called the "Artist's Services," as more specifically defined herein; and

B. WHEREAS, the trained personnel needed for such Artist's Services are not available within the City; and

C. WHEREAS, the City desires to retain the Artist to perform Artist's Services for the City at Fire Station 153 site, located at 14061 N. 59th Avenue, Glendale, Arizona 85306 (the "Site"); and

D. WHEREAS, the Artist desires to provide Artist's Services for the City.

NOW, THEREFORE, in consideration of these premises and of the mutual clauses and agreement herein contained, and the performance thereof, the Artist and the City contract and agree as follows:

NOW, THEREFORE, in consideration of these premises and of the mutual clauses and agreement herein contained, and the performance thereof, the Artist and the City contract and agree as follows:

AGREEMENT

1. **TERM**.

1.1 This Agreement shall be effective on the date that this contract has been signed by both parties, and, unless terminated earlier pursuant to such provisions in the Agreement, shall extend until final acceptance of the Artwork by the City, or submission of final payment to the Artist by the City, whichever is later. Extension of time of performance hereunder may be granted upon the request of one party and the consent of the other thereto, which consent shall not be unreasonably withheld. Such extension shall be in writing, signed by both parties.

1.2 Force Majeure. If either party shall be delayed or prevented from the performance of any act required under this Agreement by an unforeseeable event, including delays in schedule not caused by, beyond the control of and without fault of the Artist (financial inability excepted), performance of that act shall be excused, but only for the period of the delay. The time for performance of the act shall be extended for a period equivalent to the period of delay.

2. **ARTIST'S SERVICES**. The Artist's Services for the Artwork shall be as follows:

2.1 The Artist will design and fabricate original Artwork at the site of Fire Station 153 to commemorate the historical significance of the Station. The area is located on N. 59th avenue (see Exhibit A). The project site is located at the main foyer entrance to the station. The city envisions artwork that will be limited to a maximum area of 15ft by 15ft, forming a point of interest and pause for employees, and guests of the station. Arts Commission approved design celebrates the rich history of the Fire Station on February 17th, 2026 (see Exhibit B).

For design, fabrication and installation of all public art elements, the artist must adhere to the project timeline as presented to the Artist by the Arts & Culture staff. Artwork installation must adhere to the designated areas and measurements as specified by the Arts & Culture staff. Artist acknowledges Arts Commission approval of design is a requirement prior to commencement of fabrication. The Artist will submit any construction documents, including engineering stamps, required by the City in accordance with the City's construction schedule. Artist will contract with any and all fabricators required to create her artwork and provide City staff, primarily Arts & Culture staff, access to review progress of fabrication. Artist will contract with any and all installers required to install the Artwork and meet all City requirements to work on-site.

2.2 The Artist shall report to Chris Taylor, Arts and Culture Administrator, or other staff as directed in writing.

2.3 The Artist shall:

A. Secure any and all required licenses, permits and similar legal authorization at the Artist's expense as may be necessary for the completion of the Artwork.

B. Design and fabricate the Artwork in accordance with the Artist's City-approved design and subsequent discussions between the Artist and the City.

C. Perform all services and furnish all supplies, materials, tools, labor, and equipment as necessary for the design, fabrication, transportation, installation, and completion of the Artwork. Services shall be performed in a professional manner and in strict compliance with all terms and conditions in this Agreement including any scheduled dates.

D. Determine the artistic expression, design, dimensions and materials of the Artwork, subject to review and acceptance by the City. The Artist will do so in a manner that ensures that the Artwork as installed shall not interfere with the intended use of the Site, pedestrian and other traffic flow, parking, safety devices and procedures, and other needs and functions of the Site as defined by City.

E. Be responsible for providing the Artist's Services including, but not limited to, the quality and timely completion of the Artwork without exceeding the total budget.

F. Prior to the execution of any change in the approved design, present proposed changes in writing to the City for further review and approval. The Artist must provide a detailed description of any significant changes in the artistic expression, design, dimensions or materials of the Artwork. A significant change is any change in the concept of the Artwork as represented in the design or which materially affects installation, scheduling, site preparation or maintenance of the Artwork.

G. If the Artwork is being constructed on site, avoid creating nuisance conditions arising out of the Artist's operations.

2.4 The City shall have the right to review the Artwork at reasonable times during the fabrication and installation thereof upon reasonable notice.

3. **TERMS OF PAYMENT AND TIMELINE**. The City shall pay the Artist according to the following terms and conditions:

3.1 For all services described in this Agreement, the Artist shall receive a sum not-to-exceed $20,000.00, which shall be all inclusive and payment in full for materials, labor, work, permits, inspections, installation, travel, taxes, insurance and any other expenses needed to complete the Artist's Services and Artwork. Artist shall produce construction documents, if applicable, for the completion of Artist's Services. Payment for any sub-consultants to produce construction documents, including the structural engineer and electrical engineer, shall be the responsibility of the Artist.

3.2 Payments shall be paid in two installments. For each payment, the Artist shall submit an invoice to Arts & Culture staff by emailing the invoice to ctaylor1@glendaleaz.com for labor and services at intervals stipulated in this Section 3 of the Agreement (See Exhibit C for invoice format). City will make payments within thirty (30) days of receipt of each invoice. Prior to commencing work under this Agreement, the Artist shall submit to the City Insurance documents as specified in Section 12.

A. Initial payment - $10,000 (50%) - Shall be paid upon execution of this contract.
B. Final payment - $10,000 (50%) - Shall be paid upon Artist's completion and City's acceptance of 100% of the installed Artwork, estimated to be completed by August 30, 2026. The invoice shall be labeled as "final". The final invoice submitted by the Artist shall be submitted along with the Artistic, Technical and Maintenance Record set forth in Exhibit D. Title and ownership of Artwork transfer to the City upon Artist's receipt of this final payment.

3.3 In the event Artist incurs costs in excess of the maximum compensation set forth in this Section 3, Artist shall pay such excess from Artist's own funds. City shall not be required to pay any part of such excess and Artist shall not have any claim against City on account of any cost overruns or delays.

3.4 If at any time the City, upon review of the Artwork, determines that the Artwork does not conform to the approved final design or this Agreement, the City reserves the right to notify the Artist in writing of the deficiencies and that the City intends to withhold the next payment within 30 days of the determination. The Artist will have 30 days to cure the City's objections and will notify the City in writing of completion of the cure. If the Artist disputes the City's determination, within 15 days of Artist's receipt of City's notice, Artist shall notify the City in writing. In such event, the City shall make reasonable efforts to resolve the dispute however, final determination as to whether Artist has complied with the terms of this Agreement will remain with the City.

3.5 The Artist shall notify the City in writing when all services as required of both Parties by this Agreement have been completed in substantial conformity with the Design and contract documents.

3.6 The City shall promptly notify the Artist in writing of its final acceptance of the Artwork. The effective date of final acceptance shall be the date the City submits written notice to the Artist of its final acceptance of the Artwork. Final determination as to whether all services have been performed according to this Agreement shall remain with the City.

4. **CONTROL**. Artist's Services described in Sections 2 and 3 shall be performed by the Artist. Any work done by assistants, other persons or other means must be under the direct control and supervision of the Artist. Quality of all work is subject to approval by the City.

5. **RISK OF LOSS; DELIVERY AND INSTALLATION; INSTRUMENTALITIES**.

5.1 Artist shall assume all risk of loss or damage to the Artwork prior to installation and completion. The Artist shall take such measures as are reasonably necessary to protect the Artwork from loss or damage. The Artist agrees to deliver and construct the Artwork free and clear of any liens and claims arising from any source.

5.2 Artist shall deliver Artwork in good condition and shall control installation. In the event of physical loss or damage to the Artwork prior to installation or completion, the Artist shall rectify the loss or damage by repair, restoration, replacement or other appropriate means as soon as possible at no additional cost to the City.

5.3 The Artist shall be required to inspect the Site prior to the transportation and installation of the Artwork and shall notify the City of any adverse conditions that will impact the installation of the Artwork and which need correction. Failure to do so by the Artist shall be deemed as an acceptance of the conditions.

5.4 The Artist is responsible for timely installation of the Artwork. Artist may not install the Artwork until authorized to do so by the City.

6. **TITLE TO WORK; REMOVAL OR RELOCATION; WARRANTIES BY ARTIST**.

6.1 Title to the Artwork and all work created by Artist's Services under this Agreement will become property of the City upon the Artist's receipt of the final payment under this Agreement. The City shall have the right to reproduce the Artwork as provided in this Agreement and outlined in Section 7.

6.2 Notwithstanding any provision of law, including but not limited to VARA, the parties agree that removal, destruction, or relocation of the Artwork may occur in accordance with the City's "Guidelines for Review and Disposition of Art." Circumstances may arise that would make it prudent or desirable for the City to remove the Artwork from public display. The Parties hereby acknowledge that (i) the Artwork when installed shall be incorporated within and made a part of the Project in such a way that removing the Artwork from the Project, or destruction or modification of the Project, may cause the destruction, distortion, mutilation, or other modification of the Artwork; and (ii) the Artwork shall be the property of the City.

The City agrees that it will not consent to intentional alteration, modification, change, destruction of or damage to the Artwork without consulting the Artist; provided, however, that notwithstanding the foregoing and the rights of integrity conferred by 17 U.S.C Section 106(A)(a) and any other similar rights granted by federal or state law the City shall have the right, consistent with its ownership of the Artwork, to alter, modify, change, or destroy the Artwork after reasonable consultation with the Artist. "Alteration" of the Artwork includes, but is not limited to, a change in the interrelationship or relative locations of parts of the Work.

In the event of any alteration or damage, whether intentional, accidental, within or without the control of the City or otherwise, the Artist shall have the right to disclaim authorship of the Artwork; and upon written request of the Artist to the City shall remove the identification plaque at its expense. The Artist may take such other action as he may choose in order to disavow the Artwork. Because the Artwork is site specific, any alteration or removal without the Artist's permission will effectively destroy the Artwork.

Notwithstanding the foregoing, and to the extent practicable, the Artist shall have the opportunity to comment on all repairs to and restorations of the Artwork made during the Artist's lifetime. The City will give written notice to the Artist prior to undertaking repairs or restoration of the Artwork, and the Artist shall have thirty (30) days from the date that the notice is sent by the City to advise the City, as specified in the notice, of the Artist's wish to so comment. Notice will only be sent by the City to the address provided by the Artist, in keeping with the Communications provision of this Agreement in Section 16. Artist understands that the City's repairs and restoration of the Artwork will be limited and determined in significant part by funding decisions of the City, in which decisions Artist shall have no say or control. If Artist is not available to comment on repairs or restoration, the City agrees that any repairs and restorations will reasonably retain the Artist's conceptual intent.

6.3 Warranties of Title: The Artist represents and warrants that:

A. The Artwork is and will be the original product of Artist's own creative efforts, is a unique single edition and does not infringe on any third party's copyrights or other intellectual property rights or the rights of any person. The Artwork (or duplicate thereof) has not been accepted for sale elsewhere;
B. The Artist has not sold, assigned, transferred, licensed, granted, encumbered or utilized the Artwork or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Agreement;
C. The Artwork is free and clear of any liens from any source whatsoever.
D. The Artist has the full power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement; and
E. All services performed hereunder shall be performed in accordance with all applicable laws, regulations, ordinances, etc. and with all necessary care, skill, and diligence.

6.4 These representations and warranties shall survive the termination or expiration of this Agreement.

7. **OWNERSHIP, INTELLECTUAL PROPERTY, AND REPRODUCTION RIGHTS OF PUBLIC ARTWORK**.

7.1 The Artist shall ensure that the design for the Artwork contains no material from other artworks or other copyrighted material without the prior written permission of the owner of such material where such other work is copyrighted or where such permission is otherwise required.

7.2 Except in the event of a termination of this Agreement by the City or as otherwise provided in this Agreement, the Artist retains: (i) all rights accruing under the Copyright Act of 1976, 17 U.S.C. § 106A, the Visual Artist Rights Act of 1990 ("VARA"); and (ii) all other rights expressly granted in this Agreement, as well as any and all other intellectual property rights in the Artwork, whether statutory or common-law, international, federal, state or local, except as provided in this Agreement.

7.3 The Artist may at the Artist's expense cause to be registered, with the United States Register of Copyrights, a copyright of the Artwork in the Artist's name. If such copyright is obtained, the Artist shall provide the City with a copy of the application for registration, the registration number, and the effective date of registration.

7.4 The Artist hereby grants the City a perpetual, non-exclusive, and royalty-free right and license to use and display all work products produced under or as a result of this Agreement, and any reproductions of such work products, and to loan such work products to other institutions with authority to display it publicly, including use on the internet and other electronic formats.

7.5 The Artist hereby non-exclusively licenses and authorizes the City to make, and to authorize the making of, photographs and other two-dimensional representations of any work products that result from the provision of the Services provided for hereunder for educational, public relations, arts promotional and other non-commercial purposes. For the purposes of this Agreement, the following are among those deemed to be reproductions for non-commercial purposes: brochures and pamphlets pertaining to the City; City-purchased advertising that promotes programs and services of the City; reproductions in exhibition catalogues, books, slides, photographs, postcards, posters, and calendars; reproductions on the internet and other electronic formats; reproductions in art magazines, art books and art and news sections of newspapers; reproductions in general books and magazines not primarily devoted to art but of an educational, historical or critical nature; reproductions in slides and film strips not intended for a mass audience; and reproductions on television from stations operated for educational purposes or on programs for educational purposes from all stations. Whenever possible, on any (or all) reproductions, the City will place a copyright notice in the form and manner required to protect the copyright in the results of the Services, as applicable, compliant with Section 401 of the Copyright Act of 1976 as amended, or any successor Act.

7.6 Notwithstanding the foregoing or any other provision of this Agreement, the City will own the finished final Artwork and all models, mock-ups, and material samples created by the Artist as part of the services provided by the Artist under this Agreement. The Artist hereby assigns to the City all ownership, right (including copyright(s)), title, and interest in and to such models, mock-ups, and material samples.

8. **ARTIST'S WARRANTIES OF QUALITY AND CONDITION**.

8.1 The Artist warrants to the City that the fabrication and installation of the Artwork will be performed in a workmanlike manner and that the Artwork will be free of defects in workmanship, fabrication, materials or installation, including inherent vice, and that the Artist will, at the Artist's own expense, remedy any defects found in the Artwork due to faulty workmanship, fabrication, materials or installation for a period of two (2) years after the final acceptance of the Artwork by the City. Artist shall repair or replace in the City's sole discretion and at no additional cost to the City any portion of the Artwork that is found to be defective during the warranty period.

8.2 The Artist warrants to the City that the Artwork will not require maintenance substantially in excess of that described in the maintenance recommendations to be provided by the Artist to the City set forth in Exhibit D.

8.3 With the exception of damage due to vandalism or accident by any person other than the Artist or persons under Artist's employ, direction or supervision, the Artist warrants that the Artwork will not contain any defect in design or construction including any defect which may be a hazard or a danger to the health and safety of the public and further agrees to cooperate in making or permitting adjustments to the work, if necessary, to eliminate hazards or potential hazards which become apparent after the Artwork is accepted by the City.

8.4 The Artist represents and warrants that the Artwork and the materials used are not currently known to be harmful to public health and safety.

8.5 Artists agrees that no work or services funded by this Agreement shall inhibit, promote, or convey a religion, a political party or position, or a religious or political message or advocacy.

8.6 These representations and warranties shall survive the termination or expiration of this Agreement.

9. **MAINTENANCE AND REPAIRS**. As a condition of and prior to final acceptance of the Artwork by the City, the Artist will supply the City with maintenance instructions set forth in Exhibit D. The City is responsible for the proper care and maintenance of the Artwork. The City agrees to ensure that the work is maintained and protected to the extent practical. During the lifetime of the artwork the Artist will supply at no cost to the Artist and at no charge to the City, advice as to problems arising in relation to maintenance of the Artwork.

   The City shall make every reasonable effort to consult with the Artist concerning repairs to the Artwork. To the extent practical, the Artist shall be given the opportunity to accomplish repairs at a reasonable fee. The City reserves the right to obtain competitive bids and to choose the highest quality and least expensive vendor for all repairs and restoration.

10. **LICENSES AND TAXES; COMPLIANCE WITH LAW**.

10.1 No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Artist.

10.2 The Artist shall comply with all applicable federal, state and local laws, rules and regulations, and executive orders governing equal employment opportunities, non-discrimination and

immigration including compliance with Immigration Reform and Control Act of 1986 as well as with all other regulations, restrictions and requirements, including business permits and licenses of any kind that may be required to perform the work required under this Agreement, during the term of this agreement, which are applicable to the Artist's work and shall obtain and keep in effect, at the Artist's own cost and expense, all necessary licenses, permissions and permits. The Artist further agrees to the foregoing provisions in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Any violation of such provisions shall constitute a material breach.

11. **INDEMNIFICATION**.

11.1 To the fullest extent permitted by law, the Artist shall defend, indemnify and hold harmless the City, its agents, officers, officials, employees and volunteers from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, cost of litigation, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the wrongful, negligent, or willful acts, errors, mistakes, omissions, work, services, or professional services of the Artist, its agents, employees, or any other person in connection with this Agreement. It is the Artist's duty to hold harmless and indemnify the City, its agents, officers, officials, employees and volunteers for any claim for damage, loss or expenses that is attributable to bodily injury, sickness disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting there from, caused by any negligent acts, errors, mistakes, omissions, work, services, or professional services in the performance of this Agreement by the Artist or any employee of the Artist, or any other person (not the City) for whose negligent acts, errors, mistakes, omissions, work, or services the Artist may be legally liable. Notwithstanding any provision of this Agreement to the contrary, no Party shall recover from the other Party to this Agreement in an action, of whatever nature, in contract or tort, any consequential or incidental damages, lost profits, or any type of expectancy damages. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph. The Artist is responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Artist agrees to waive all rights of subrogation against the City, its agents, officers, officials, employees and volunteers for losses arising from or related to this Agreement.

11.2 Artist also agrees to protect, defend, indemnify and hold City, its officers, agents and employees harmless from any action, claim, suit or liability based on a claim that work performed under this Agreement by Artist, or Artist's agents or Artist's subcontractors constitutes an infringement of any patent, copyright, trademark, trade name or other proprietary right of any party.

11.3 This Section 11 shall survive the termination or expiration of this Agreement.

12. **INSURANCE.** The Artist must obtain and maintain the following insurance ("Required Insurance"):

12.1 Commercial General Liability - Occurrence Form
The policy must include bodily injury, property damage and broad form contractual liability coverage.
- General Aggregate: $4,000,000

- Products - Completed Operations Aggregate: $2,000,000
- Personal Injury: $2,000,000
- Each Occurrence: $2,000,000

a. The policy must be endorsed to include the following additional insured language: "The City of Glendale is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of [the Artist]".

b. Artist's subcontractors shall be subject to the same minimum requirements identified above.

12.2 Other Insurance Provisions. The CGL policy is to contain, or be endorsed to contain, the following provisions:

a. The City, its officers, elected, officials, employees, and volunteers are to be covered as additional insured's with respect to liability arising out of the use of the Location, including work or operations performed by or on behalf of the Artists and materials, parts, or equipment furnished in connection with such work or operations.

b. For any claims related to this Agreement, the Artist's insurance coverage will be the primary insurance and any insurance or self-insurance maintained by the City shall be excess of the Artist's insurance and shall not be considered or applied as contributory.

c. The Insurance Company agrees to waive all rights of subrogation against the City for losses paid under the terms of any policy covering the facility rental or any activities of the Artists, his guests, agents, representatives, employees or subcontractors. This provision applies whether or not the City has received a waiver of subrogation endorsement from the insurer.

12.4 Claims Made Policies – If any coverage required is written on a claims-made coverage form:
1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Artist must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City for review.

12.5 Acceptability of Insurers
Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City.

12.6 Waiver of Subrogation
Artist hereby agrees to waive rights of subrogation which any insurer of Artist may acquire from Artist by virtue of the payment of any loss. Artist agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy

shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Artist, its employees, agents and subcontractors.

12.7 Verification of Coverage

Artist shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Artist's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time. Such certificates shall be sent to:

City of Glendale, Arizona
Office of Arts and Culture
5752 W. Glenn Drive
Glendale, AZ 85301
Phone (623) 930-3557
Publicart@glendaleaz.com

12.8 Subcontractors

Artist shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Artist shall ensure that City is an additional insured on insurance required from subcontractors.

12.9 Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

13. **INDEPENDENT CONTRACTOR; WORKERS' COMPENSATION**. The Artist is engaged as an independent contractor and will be responsible for any federal, state and local taxes and fees applicable to payment. The Artist is an independent business and holds services out to the public as a separate business entity from the City and is not in business for the purpose of providing services solely to the City. The Artist and its subcontractors and employees are not employees of the City and are not eligible for any benefits through the City, including without limitation of federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits. The Artist shall not hold himself out as an authorized agent of the City with the power to bind in any manner.

14. **E-VERIFY, RECORDS AND AUDITS**. To the extent applicable under A.R.S. § 41-4401, the Contractor warrant their compliance and that of its subcontractor with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their

respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

15. **SAFETY**. The Artist shall be solely and completely responsible for conditions on any job site over which he has oversight responsibility, including the safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable federal (including OSHA), state, county and local laws, ordinances, codes and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Artist's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve Artist from compliance with the obligations set forth therein.

16. **COMMUNICATIONS**. Any communications and/or deliverables required under this Agreement shall be deemed sufficiently given when personally delivered or mailed via US Certified Mail, return receipt requested, and addressed as follows (or to any other address agreed upon in writing by both parties):

To City: City of Glendale, AZ
Economic Development
5752 W. Glenn Drive
Glendale, Arizona 85301
publicart@glendaleaz.com

With Copy to: City of Glendale
City Attorney
6829 N. 58th Drive
Glendale, Arizona 85301

To Artist: Krista Hill
9626 N. 27th Street
Phoenix, AZ 85028
krista@dreamboxart.com

17. **DISPUTE RESOLUTION**. In the event of a dispute concerning this Agreement, the parties will meet in good faith to attempt to resolve the dispute. Both parties hereby waive any right to a jury trial which they may otherwise have in the event of litigation arising out of this Agreement or the subject matter thereof and consent to a trial to the court.

18. **RIGHT OF TERMINATION**.

18.1 The City and the Artist hereby agree to the full performance of the covenants contained herein, except the City reserves the right, at its discretion, to terminate or abandon all or any part of the Artist's Services and/or Artwork at any time.

18.2 In the event the City shall terminate or abandon the service or any part of the services as herein provided, the City shall notify the Artist in writing, and immediately after receiving such notice, the Artist shall discontinue advancing work under this Agreement and proceed to close said operations under the Agreement. The Artist shall appraise the services completed prior to

notification of termination and submit an appraisal to the City for evaluation. The City shall have the right to inspect the Artist's work to appraise the services completed. The City will not pay more than the corresponding progress payment set forth above for the percentage of work completed to that point in time for the corresponding progress payment. The Artist shall deliver to the City all Artwork-related work, including copies of photographs, drawings, concepts, plans, reports, calculations, writing and computer disks, created and prepared by the Artist specifically for this Artwork together with all unused materials supplied to the Artist by the City or from funds paid by the City.

18.3 In the event of such termination or abandonment, the Artist shall be paid for services performed and materials ordered or purchased, prior to receipt of said notice of termination. The City shall make final payment within thirty (30) days after the Artist has delivered the last of the completed and/or partially completed items, all Artwork-related materials and a final invoice for the final fee that has been agreed upon by both parties.

18.4 In the event this Agreement is terminated or abandoned, the City may make use of the completed or partially completed work for this Artwork for the uses for which it was intended. Any use of incomplete work for this Artwork by the City following termination without specific written authorization by the Artist will be without responsibility or liability to the Artist.

18.5 In the event this Agreement is terminated, the City shall have the option of completing the Artwork or entering into an Agreement with another party for the completion of the work.

18.6 In the event of death or incapacity of Artist this Agreement shall automatically terminate. Neither the Artist nor the estate of Artist shall have any further right to perform hereunder and shall cede control of the Artwork. The City will pay the Artist or the estate of Artist the compensation payable for any Artist's Services rendered prior to such termination not heretofore paid, reduced by the amount of additional costs which will be incurred by the City by reason of such termination.

18.7 The Artist shall have the right to cancel the Agreement within thirty (30) days after notice in writing to the City for non-payment.

18.8 This Agreement may be canceled pursuant to the provisions of ARS 38-511.

19. **ENTIRE AGREEMENT; WAIVER; SEVERABILITY; NO ISRAEL BOYCOTT**.

19.1 This Agreement shall constitute the entire agreement between the parties hereto. No oral representation has been made by any of the parties. This Agreement may not be amended, changed, modified or rescinded except in writing signed by all parties hereto and any attempt at oral modification of this Agreement shall be void and of no effect.

19.2 The waiver by any party of a breach or violation of any term of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach.

19.3 If any term, covenant, condition or provision of this Agreement, or the application thereof to any person, party, or circumstance, shall to any extent be held by a court of competent

jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person, party, or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

19.4 To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

20. **SUCCESSORS AND ASSIGNS**. Artist shall not assign this Agreement, in whole or in part, or any right or obligation, without the prior written approval of the City. The Artist's Services required of the Artist are personal and shall not be assigned, sublet, or transferred unless prior written consent is given by the City. The City shall have the right to assign or transfer any and all of the City's rights and obligations under this Agreement.

21. **GOVERNING LAW AND VENUE**. This Agreement shall be governed by and construed under the laws of the State of Arizona and any court actions related to this Agreement shall be filed in Maricopa County, Arizona.

[Signatures appear on following page.]

This Agreement shall be in full force and effect only when it has been executed by the duly authorized representatives of the Artist and the City.

CITY OF GLENDALE,
an Arizona municipal corporation

_____
Trent Dutry
Interim Director Economic Development

ATTEST:

_____
Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

ARTIST,

_____
Krista Hill dba DreamBox Art LLC,
An Arizona limited liability company

EXHIBIT A
Fire Station 153 Site





EXHIBIT B
Final Design
Approved by Arts Commission on 2/17/26



EXHIBIT C
APPROVED FORMAT FOR INVOICES

INVOICE

TO: City of Glendale, AZ
Office of Arts and Culture
5752 W. Glenn Drive
Glendale, AZ 85301
Attn: Chris Taylor

FROM: Artist Name
Company
Address
City/State/Zip
Telephone and Email

DATE: Date of invoice

RE: Name of Project

INITIAL PAYMENT (use for first invoice)
FINAL PAYMENT (use for second invoice)

AMOUNT: Amount of payment

EXHIBIT D
ARTISTIC, TECHNICAL AND MAINTENANCE RECORD
(To be submitted to Arts & Culture staff with final invoice)

1. **General Information**

Artist(s) Name:

Title of artwork:

Location:

General description of artwork:

2. **Artist's Statement about Artwork** – To be used for publicity about the artwork.

3. **Artwork Information** – In depth information for overall Artwork and for each individual element.

Medium and Description of Materials (include materials thickness, welding rod alloy or joint material, casting alloy, wax body, glass or fiber type)

Special Methods Utilized in Execution of Artwork (welding or joint method, technique or construction method – attach fabrication drawings)

Material Finish (glaze, paint color and type, sanding grit, tool pattern, patina, surface sealer)

Installation Method(s) (foundation installation structure, bolt/pin size, grout)

Placement of Artwork (cautions regarding sunlight, heat, etc)

4. **Vendors/Parts/Storage** – include supplier's name, address and phone number, description for all components of Artwork; attach copies of manufacturer specifications whenever possible.

5. **Regular Maintenance Schedule** – include cleaning agents and recommended cleaning procedure, yearly maintenance schedule for the entire Artwork and recommended procedure to check any electrical or mechanical parts that are integrated in this work.

6. **Special Considerations and/or Additional Pertinent Information**

7. **Plaque Text**

Artist(s) Name

Title of Artwork & Year Completed

City of Glendale Public Art Program

AGENDA ITEM: 6.

CITY COUNCIL REPORT

MEETING DATE: 05/12/2026
SUBMITTED FOR: John Murphey, Administrator
DEPARTMENT: Engineering

Subject

AUTHORIZATION TO ENTER INTO A JOB ORDER MASTER CONTRACT WITH FELIX CONSTRUCTION COMPANY FOR WATER AND WASTEWATER TREATMENT FACILITIES CONTRACTING SERVICES
Presented by: Djordje Pavlovic, P.E., Director, Engineering

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Job Order Master Contract with Felix Construction Company, for Water and Wastewater Treatment Facilities Contracting Services in an amount not to exceed $8,000,000, and to authorize the City Manager, at the City Manager's discretion, to extend the Agreement for two (2) additional one-year terms. The initial term of the agreement is one year.

Background

Water and Wastewater Treatment Facilities Job Order Contracting Services provides for the rehabilitation and maintenance of water, wastewater, and reclaimed water treatment facilities located on City owned property and within public right of way easements. Additionally, work may also take place on ancillary facilities within other city owned properties.

Analysis

The Engineering Department advertised a Request for Qualifications in January 2026 to establish a Job Order Contract for indefinite delivery and indefinite quantity for various projects related to water and wastewater treatment facilities. The JOC contract period will be for an initial term of one (1) year with an option to renew two (2) one-year extensions for a maximum duration of three (3) years. The option to extend will be exercised based on the contractor's successful performance, needs of the City and the mutual agreement of both parties. During the term of the contract, work shall be conducted as a series of individual Job Orders. The maximum dollar amount per job order is $4,000,000 and the total amount the job order agreements can reach is $8,000,000.

Ten responses were received and evaluated, with five (5) firms being selected to receive contracts to provide the required services. Felix Construction Company, was one of the selected firms.

Community Benefit/Public Involvement

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

Fiscal Impact

Fiscal Year:	FY2025-26
Fiscal Year Amount Requested:	$2,000,000
Budgeted Y/N?:	Y
Account:	Various
Transfer Required? Y/N:	N

If Yes, what account will be used?:

Budget and Financial Impacts:

Project funding is available in the Fiscal Year 2025-26 Capital Improvement Plan Budget. Expenditures with Felix Construction Company, are not to exceed $8,000,000 over the entire term of the agreement. Expenditures beyond the current fiscal year are contingent on Council budget approval.

Attachments

Agreement with Felix Construction Company,

How was the item procured: Request for Qualifications

Strategic Plan Connection:

Tier 1 Objective: Improve Asset Management



FELIX CONSTRUCTION COMPANY

JOB ORDER MASTER CONTRACT

CONTRACT NO.

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JOB ORDER MASTER CONTRACT

This Job Order Master Contract ("Contract") is entered into and effective between City of Glendale, an Arizona municipal corporation ("City") and Felix Construction Company, an Arizona Company, ("Contractor") as of the 28 day of April , 2026 ("Effective Date").

CITY and CONTRACTOR agree as follows:

Article I. PARTICIPANTS AND JOB ORDER CONTRACTING AGREEMENT

Section 1.01 PARTIES

CITY: City of Glendale
Project Manager: John Murphey
Address: 5850 W. Glendale Ave., Glendale AZ 85301
Telephone: (623) 930-2659
E-mail: JMurphey@Glendaleaz.com

CONTRACTOR: Felix Construction Company
Project Manager: David Giannetto
Address: 2350 S. 52nd Ave, Phoenix, AZ 85043
Arizona ROC No.: 070935A & 083020 B-01
Telephone: (602) 625-4811
E-mail: davidg@felixconstruction.com

(Prior to execution of the Contract, Contractor must provide to City's Engineering Department its Contractor's License Classification and current job appropriate insurance certificate.)

Section 1.02 OVERVIEW OF JOB ORDER CONTRACTING UNDER THIS CONTRACT

(a) This Contract establishes an indefinite delivery, indefinite quantity, Job Order Contract for such Construction services within the scope of this Contract as City may request from time to time by issuance of an individual Job Order for each Project. There will be a separate Job Order for each Project that will describe the Work to be provided by Contractor for that Project. There may be multiple Projects and therefore multiple Job Orders under this Contract.

(b) The amount to be paid by the City for the Project under each Job Order is the Contract Price for the Job Order. The Contract price includes the Contract price for the Work. The Contract Price for any Job Order may be either a Fixed Price or a Guaranteed Maximum Price (GMP), subject to the following.

(c) The Contract Price for each Job Order shall not exceed $4,000,000, including any Change Orders.

(d) The cumulative sum of the Job Orders performed by Contractor during the term of the agreement shall not exceed $8,000,000.

(e) There is no limit nor minimum on the number of Job Orders that City may issue to Contractor during any twelve (12) month term of this Contract or during the entire period this Contract is in effect.

(f) Contractor may refuse any Job Order under this Contract.

(g) This Contract does not obligate or require City to offer any Job Order Agreement to Contractor, no Contract in relation to any specific Work being entered into until a Job Order Agreement therefore has been fully executed by City and Contractor which shall enable work to begin.

Section 1.03 SCOPE OF WORK UNDER THIS JOC CONTRACT

This Contract is for a broad range of maintenance, repair and construction work on real property, or within the public right-of-way. The scope of this Contract will be to provide construction services for a broad range of City projects such as but not limited to the following:

A. The following work activities are general in nature and may be included in individual projects. The contractor shall have experience, knowledge, and the ability to accomplish work tasks related to the rehabilitation, replacement and new construction activities of water, wastewater, and reclaimed water treatment facilities, wastewater lift stations, groundwater wells, PRV sites, booster pump stations and chemical feed and disinfection systems, including the following associated areas.

- Electrical, mechanical, and plumbing systems.
- SCADA, security systems and instrumentation and control.
- Asset management tables and coordination.
- Water and wastewater quality compliance.
- Close confinement conditions and requirements.
- Earthwork and landscaping.
- Traffic Control to ensure a safe environment for the public while working in the right-of-way, including the submittal and approval of traffic control plans.
- Asphalt/concrete repair or replacement of areas damaged by construction.
- Landscaping restoration of areas damaged by construction.

- Utility relocation of existing underground infrastructure and obstructions.
- Preparation of construction cost estimates.
- Preparation of Maintenance of Plant Operations (MOPO) to ensure continued operation of key facilities during construction.
- Ability to work with design professionals.
- Ability to provide preconstruction services such as construction cost estimating, constructability reviews, value engineering, and public engagement.
- Obtaining all required permits to complete the project.
- Public involvement, including public notices, attending public meetings, and maintaining construction hotlines.
- Other related functions as required.

Article II. CONTRACT DOCUMENTS

Section 2.01 CONTRACT DOCUMENTS

(a) The Contract between City and Contractor shall consist of the following Contract Documents:

(i) This Contract (including Exhibits thereto):

(ii) Supplemental General Conditions
Design and Construction Documents and Forms - City of Glendale (glendaleaz.com)

(iii) For each individual Project, the Job Order therefore, including the Exhibits thereto:

1) Standard Job Order Agreement Form
2) Scope of Work
3) Unique Insurance and/or Bond Requirements (if any);
4) Unique Government Provisions Compliance (if any).

(b) Conflicts**.** In the event of conflicts in terms between a specific Job Order, this Contract and/or the Supplemental General Conditions or appendix thereto, the specific Job Order Agreement, and then this Contract shall control.

Section 2.02 DEFINITIONS

The definitions in Section 2 of the Supplemental General Conditions apply to all the Contract Documents, including this Job Order Master Contract. Additional definitions or defined terms

applicable to all the Contract Documents for a specific Project, if any, will be included in each Job Order Agreement.

Section 2.03 JOB ORDER PROCESS

(a) When the City identifies the need for performance from a Job Order Contract, the City will issue an individual Job Order proposal request to Contractor.

(b) Within seven (7) business days of receipt of this request, the Contractor shall arrange to visit the site with the City designated representatives and arrange with the City to further scope the project.

(c) Contractor shall respond within ten (10) business days of the Job Order proposal request or site visit, whichever is later or as otherwise indicated on a case-by-case basis, by submitting Contractor's Job Order Proposal to the City representative.

(d) The City and Contractor shall enter negotiations for scope and price. Should City and Contractor fail to reach agreement during the negotiation period, the City will cancel the negotiations and request a proposal from another Job Order Contractor or solicit construction services via another means. The City agrees not to use the proposal as a bargaining tool (i.e. "bid shop") with other vendors.

(e) Upon agreement, the City will draft a Job Order Agreement. Each Job Order shall be in the form attached as Exhibit A hereto and shall not be effective or binding until fully executed by all parties.

Section 2.04 JOB ORDER PROPOSAL

(a) Contractor will not be reimbursed for any Pre-Job Order costs, including proposal preparation, attendance during negotiations, or site visits.

(b) Unless otherwise required under the terms of the Job Order proposal request, Contractor's Job Order proposal shall include the following:

(i) Contractor's Price Proposal in PDF and electronic format (as directed by the City);

(ii) A project schedule and schedule of values that reflects the costs of each work element on the schedule. The schedule must show all milestones (e.g. permits, submittals, ordering materials, demolition, work phases, closeout, and completion date, 2-year warranty affirmation);

(iii) Necessary documentation will be required to indicate that adequate scoping, layout, setup and planning to accomplish the work has been done.

(c) The City may require either a unit cost proposal or a lump sum Job Order proposal. Should the lump sum proposal methodology be accepted, the City and Contractor agree that the schedule of values is provided to demonstrate proper understanding of the project and that individual lines/items will not be added at the end of the Job Order.

(d) Direct job costs shall be based upon firm price quotes for Subcontractors on Contractors approved Subcontractor lists. To the extent possible, Contractor shall obtain firm price quotes from three (3) subcontractors for each discipline applicable to the project. Should the Contractor self-perform the work, quotes are not required.

(e) The City may reject any Subcontractor without cause. Contractor shall use the City of Glendale Subcontractor listing form.

Section 2.05 ISSUANCE OF JOB ORDER AGREEMENTS ("JOA")

(a) Upon award of a Job Order, a signed copy of the Job Order will be electronically forwarded to Contractor. Failure by Contractor receive the electronic orders shall not relieve Contractor from the obligation to complete the Work under the Job Order in accordance with the Job Order.

(b) The Project duration starts with the date on the Notice to Proceed.

Article III. PRE-CONSTRUCTION SERVICES

Section 3.01 PRE-CONSTRUCTION SERVICES

(a) Costs for Pre-Construction Services are included in Contractor's overhead Job Orders unless additional Pre-Construction Services are requested and contracted as a separate Job Order for specific Work as requested and approved by the City.

Article IV. CONSTRUCTION SERVICES

Section 4.01 GENERAL

(a) Contractor agrees at its own cost and expense, to do all work necessary and required to fully, timely and properly complete the construction of the Project in strict accordance with the Contract Documents in a good and workmanlike manner, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified, and within the Project Schedule.

(b) Contractor shall provide quality control for all work under this contract. Quality control is considered part of the required work in each job order and separate payment shall not be made for this effort.

(c) At all times relevant to this Contract and performance of the Work, Contractor shall fully comply with all Laws, Regulations, or Legal Requirements applicable to City, the Project and the Contract, including, without limitation, those set forth in the Exhibits to this Contract and each Job Order Agreement.

Section 4.02 CONTRACTOR'S PRE-CONTRACT AND PRE-WORK DELIVERABLES

(a) The Contractor will provide the Deliverables in accordance with the Supplemental General Conditions.

(b) Any additional items which Contractor must deliver to City prior to commencing the Work in the Job Order, if any, shall be set forth in the Job Order Agreement.

Section 4.03 PRE-CONSTRUCTION CONFERENCE

(a) Contractor shall attend the Pre-Construction Conference in accordance with Section 26 of the Supplemental General Conditions. Other Pre-Construction Conference requirements for a specific Job Order shall be set forth in each Job Order Agreement.

(b) The City shall issue a notice to proceed at the pre-construction conference, however, this may be waived if determined to be in the City's best interest.

Article V. CITY RESPONSIBILITIES

(a) City shall have the responsibility, and provide, where possible, as-built documents of existing facilities and site plan information.

(b) Additional services to be provided or responsibilities assumed, by City, if any, shall be listed in the Job Order Agreement.

(c) Additional information to be provided by City, if any, shall be listed in the Job Order Agreement.

Article VI. CONTRACT TIME

Section 6.01 CONTRACT TERM

This Contract has a base period of one (1) year and two (2) option or renewal periods of one (1) year each that may be exercised if it is in the best interest of City to do so. Any exercise of any option to renew this Contract beyond the base period will only be effective upon written notice from the City followed by contractor written assent within 5 business days of City notice.

Section 6.02 CONTRACT TIME FOR SPECIFIC JOB ORDERS

(a) The Contract Time for each Job Order shall start with date listed on the Notice to Proceed and end with a Letter of Acceptance (LOA), as set forth in Section 6.5 below. The Notice to Proceed will not be issued until prior approval and acceptance by City of the Job Order.

(b) The Contract Time is identified in the Job Order as the Contract Duration in terms of calendar days. Contractor agrees that it will commence performance of the Work after receiving an official NTP letter and complete the Project through Final Acceptance (Letter of Acceptance) within the Contract Time.

(c) Time is of the Essence of this Contract, and each Job Order issued hereunder, for each Project.

(d) Failure to the part of Contractor to adhere to the approved Project Schedule will be considered for cause to receive no additional Job Orders and / or any contract extensions.

Section 6.03 PROJECT SCHEDULE

The Project Schedule shall be updated and maintained throughout Contractor's performance under a Job Order in accordance with Section 28 of the Supplemental General Conditions.

(a) For job orders in excess of forty-five (45) days in duration, Contractor shall submit a Critical Path Method (CPM) schedule using Microsoft Project or equivalent software acceptable to the City.

Section 6.04 SUBSTANTIAL COMPLETION

Substantial Completion shall be achieved no later than the Substantial Completion Date set forth in the Project Schedule. Substantial Completion shall be determined in accordance with Paragraph 31.3 of the Supplemental General Conditions.

(a) Failure to complete Job Orders within the Job Order time may result in the City issuing no additional requests for Job Order proposals.

(b) Paragraphs 31.1 and 31.2 of the Supplemental General Conditions regarding liquidated damages do not apply to Job Order Agreements.

Section 6.05 FINAL ACCEPTANCE

(a) Final Acceptance will be obtained within the time period set forth in the Project Schedule.

(b) Final Acceptance will be issued pursuant to Paragraphs 31.4 and 32 of the Supplemental General Conditions.

Section 6.06 MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

(a) Subject to the provisions in Section 10.02, Contractor and City waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

(i) Damages incurred by City for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

(ii) Damages incurred by Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

(b) This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Contract.

(c) Nothing herein shall be deemed to constitute a waiver of any other remedy available to City in the event of Contractor's default under this Contact prior to full performance of the Work including, as applicable, specific performance or completion of the Work on behalf of Contractor, the cost and expense of which shall be offset against any monies then or thereafter due to Contractor (if any) and otherwise immediately reimbursed to City by Contractor.

Article VII. CONTRACT PRICE

Section 7.01 CONTRACT PRICE

(a) In exchange for Contractor's full, timely, and acceptable performance and construction of the Work under a specific Job Order, and subject to all the terms of this Contract, City will pay Contractor the Contract price, agreed to in each Job Order.

(b) The Contract Price for each Job Order is all inclusive and specifically includes all fees, costs, overhead, profit, insurance and bond premiums, and taxes of any type necessary to fully, properly and timely perform and construct the Work.

Section 7.02 COSTS

(a) For any portion of the Work which, either through this Contract, specific Job Order, Change Order or otherwise, is performed and paid for on a cost, or time and materials basis, the costs which may be reimbursed to Contractor and/or chargeable against the Contract price shall be determined as set forth in Section 32 of the Supplemental General Conditions.

Section 7.03 Section 7.03 FEE AND OVERHEAD CALCULATIONS FOR CONSTRUCTION COSTS

Overhead must be all inclusive and include all "costs of doing business". The city will not pay separately for items such as, but not limited to warranty, project closeout, home office expense, personal safety equipment, safety personnel, unless safety personnel is specifically required for the work being performed and approved by the city. The Job Order Contractor agrees to the combined overhead and profit shall be no more than shown in the following table:

CONTRACT VALUE	FEE PERCENTAGE
$0-$750,000	12%
$750,001-$2,000,000	10%
$2,000,001-$4,000,000	8%

Article VIII. PAYMENT

(a) If the Work under a specific Job Order is to be completed in less than forty-five (45), Contractor shall submit a single invoice, and payment thereon shall be made in a single lump sum payment, to the extent payment is actually and currently owed, in accordance with. A.R.S. § 34-609.

(b) If the Work under a specific Job Order is to be completed in forty-five (45) days or more, payments shall be made to Contractor monthly and in accordance with Section 32 of the Supplemental General Conditions.

Article IX. CHANGES TO THE CONTRACT

Changes to the Contract and/or Job Orders may be made in mutual agreement by the Contractor and the City.

Article X. SUSPENSION AND TERMINATION

Section 10.01 FOR CONVENIENCE

(a) City may terminate this Contract for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than fifteen (15) days following the date of delivery.

(b) Contractor will be equitably compensated any services and materials furnished prior to receipt of the termination notice and for reasonable costs incurred.

(c) Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with Project closeout and delivery of the required items to the City.

Section 10.02 FOR CAUSE

(a) City may terminate this Contract for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

(b) Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages.

(c) If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages more than $2,000,000 or the amount of this Contract, whichever is greater.

Article XI. INSURANCE AND BONDS

(a) Contractor shall provide insurance as provided on the Exhibits attached hereto, and such additional insurance as may be applicable under each Job Order Agreement. Contractor shall provide proof of such insurance and all required endorsements in forms acceptable to City prior to commencing any Work under this Contract.

(b) Contractor shall provide performance and payment bonds to City, in accordance with A.R.S. § 34.610(A), to cover Job Orders issued under this Contract, for the full amount of each Job Order Agreement, however, this may be waived if determined to be in the City’s best interest.

(c) Failure to provide proof of insurance and the required endorsements (including a current insurance Certificate of Liability, Section 11.01), or the required bonds, in forms acceptable to City will be a material breach and grounds for termination for cause of this specific Job Order and/or this Contract.

Section 11.01 INSURANCE REQUIREMENTS

The City only accepts the most recent version of ACORD® Certificate of Liability Insurance form with additional insured endorsements. The Builder’s Risk policy (if required) and the Owners and Contractors Protective Liability (OCP) policy shall remain in effect during construction through the date of project Final Acceptance. The remainder of the insurance policies shall remain in effect during construction and through the one-year warranty period that follows project Final Acceptance, unless otherwise specified in contract documents. Proof of all required coverage(s) shall be provided by the Contractor.

Commercial General Liability Policy forms must include:

(a) Premises and Operations coverage with no explosion, collapse or underground damage (XCU) exclusions;

(b) Products and Completed Operations coverage. Contractor agrees to maintain this coverage for a minimum of ten (10) years following completion of the Contractor Work and to continue to name City as an Additional Insured for the entire 10-year period;

(c) Blanket contractual coverage for the indemnity/hold harmless agreements assumed in this Subcontract and in the Prime Contract. Any Employee Exclusion will be deleted;

(d) Broad Form Property Damage coverage, including completed operations or its equivalent;

(e) An endorsement in a form acceptable to the City, naming City, any other party required to be named as an additional insured under the Contract Documents, and any other parties in interest as Additional Insured(s) under the coverage specified under Commercial General Liability. Any form that does not grant additional insured status for both the ongoing operations and products/completed operations coverages IS NOT ACCEPTABLE;

(f) An endorsement in a form acceptable to the City, stating: "Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and noncontributory except for any builder's risk property insurance coverage that may be purchased and maintained by City in connection with the Project, any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy;"

(g) Coverage SHALL BE on an "Occurrence" form. **"Claims Made"** and **"Modified Occurrence"** forms are not acceptable;

(h) Coverage to include general aggregate limits on a "per project" basis;

1) Workers' Compensation (required for both Contractors):

a) Coverage A. Statutory Benefits Coverage B. Employer's Liability
b) Bodily Injury by accident: $2,000,000 each accident
c) Bodily Injury by disease: $2,000,000 policy limit
d) Bodily Injury by disease: $2,000,000 each employee

2) Commercial Auto Coverage (required for Contractors):

a) Auto Liability limits of not less than $2,000,000 Combined Single Limit (Each Accident), combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto, All Owned, Scheduled, Hired, or Non-Owned."

3) Commercial General Liability (required for both Contractors):

a)	Each Occurrence Limit:	$2,000,000
b)	Personal Injury/Advertising Injury Limit:	$2,000,000
c)	Products/Completed Operations Aggregate Limit:	$4,000,000
d)	General Aggregate Limit: (other than Products/Completed Operations)	$2,000,000

4) Excess Liability:

Umbrella or Excess Liability may be used to satisfy the above Auto and General Liability coverage requirements and limits to reach a total combined limit of:

Auto:	Amount sufficient to cover difference in limits when compared to minimum coverage required.
Each Occurrence:	Amount sufficient to cover difference in limits when compared to minimum coverage required.
Aggregate:	Amount sufficient to cover difference in limits when compared to minimum coverage required.

5) Builders Risk (if required, will be required for Contractors only):

a) Contractor shall include in its Cost Proposal the cost to obtain builders risk or “all risk” or equivalent policy form coverage in the amount of the initial Construction Costs (Hard Costs). This required insurance coverage is required on projects that are typically outside the public rights-of-way whereby the City is constructing or modifying a public building.

b) The City may, at the City’s sole option, purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builders risk "all-risk" or equivalent policy form in the amount of the initial Construction Costs (Hard Costs), plus value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis.

c) This insurance shall include interests of the City, Contractor and its subcontractors in the Project, and shall include, without limitation, insurance against the perils of fire and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements.

d) City shall bear the responsibility for the deductible for such coverage when a loss affects the Work, provided, however, to the extent such loss is attributable to the negligent or wrongful acts or omissions of Contractor or someone for whom Contractor is responsible, Contractor shall bear the responsibility of the deductible. Such property insurance will not cover any tools or equipment owned or rented by Contractor that will not be incorporated into the Project, including trailers, excavators, scaffoldings, or forms. Contractor is responsible for providing insurance coverage for such items.

6) Owners and Contractors Liability Policy (OCP) (required for Contractors only):

a) Owners and Contractors Liability Policy: Prior to the execution of the Contract the Contractor shall provide a separate policy of insurance in the amount of $2,000,000, per occurrence, at its sole cost and expense, naming the City of Glendale, a Municipal Corporation and all its agents, representatives, officers, directors, officials and employees as the insured. The Policy shall be primary and not contributory to any insurance or self-insurance maintained by the City of Glendale and shall remain in effect through date of Final Acceptance.

7) Other Requirements:

a) If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

b) All policies must be written by insurance companies whose rating, in the most recent AM Best's Rating Guide, is not less than A-VII. All coverage forms must be acceptable to City.

c) ACORD® Certificate of Liability Insurance form with the required endorsements evidencing the required coverages must be PROVIDED to the City prior to commencement of any Work. Failure of City to demand such certificate or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. City shall have the right, but not the obligation, to prohibit Contractor or any of its subcontractors from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by City.

d) The policies shall provide waivers of subrogation by endorsement or otherwise in favor of the City. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay for the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

e) The following policies shall include Waiver of Subrogation endorsements:

   i) Workers' Compensation

f) The following policies shall include Additional Insured endorsements:

   i) Commercial Auto Coverage
   ii) Commercial General Liability
   iii) Excess Liability
   iv) Builders Risk, and as loss payee

g) Contractor shall be responsible for satisfying any deductible or self-insured retention with respect to any of the coverages required by the Contract Documents to be provided by Contractor.

h) City reserves the right, in its sole discretion, to require higher limits of liability coverage if, in City's opinion, operations by or on behalf of Contractor create higher than normal hazards and, to require Contractor to name additional parties in interest to be Additional Insureds.

i) In the event that rental of equipment is undertaken by Contractor or any Subcontractor to complete and/or perform the Work, Contractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to protection against theft, fire, vandalism and use by unauthorized persons.

j) In the event that materials or any other type of personal property ("personal property") is acquired for the Project or delivered to the Project site, Contractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to protection against theft, fire, vandalism and use by unauthorized persons.

k) If City elects to utilize an Owner Controlled Insurance Program ("OCIP") which provides coverage for the Work, the Contractor shall comply with all provisions of any such OCIP.

l) Any additional provisions specific to the Project are attached. In the event of any conflict between the attached terms and the terms of this Exhibit, Contractor shall comply with the more stringent provisions.

m) If a policy does expire, a renewal certificate of the required coverage shall be sent to the City of Glendale not less than five (5) days prior to the expiration date or, if a policy is to be cancelled, changed or not renewed, a proper notice of such action shall be sent to the City not less than ten (10) days prior to any such action by the insurance company.

NOTICES SHALL BE SENT TO:

City of Glendale
Engineering Department
5850 W. Glendale Avenue
Glendale, AZ 85301

Article XII. INDEMNIFICATION

(a) To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Subcontractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.

(b) This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

(c) Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

Article XIII. DISPUTE RESOLUTION

Section 13.01 DISPUTES

(a) Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost effective manner.

(b) Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.

(c) Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.

(d) Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.

(i) The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;

(ii) The parties' senior managers will meet within ten (10) business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and

(iii) The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

Section 13.02 ARBITRATION

(a) Rules. If the parties are unable to resolve the Dispute by negotiation within thirty (30) days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.

(i) The parties will exercise best efforts to select an arbitrator within five (5) business days after agreement for arbitration. The parties will equally share the fees and costs incurred in the selection of the arbitrator.

(ii) The arbitrator selected must be an attorney with at least fifteen (15) years experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.

(b) Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

(c) Hearing. The arbitration hearing will be held within ninety (90) days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

(d) Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

(e) Final Decision. The Arbitrator's decision should be rendered within fifteen (15) days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

(f) Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

Section 13.03 SERVICES TO CONTINUE PENDING DISPUTE

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

Section 13.04 EXCEPTIONS

(a) Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, crossclaim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.

(b) Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

(c) Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

Article XIV. MISCELLANEOUS PROVISIONS

Section 14.01 MISCELLANEOUS PROVISIONS

(a) The miscellaneous provisions set forth in Section 14 of the Supplemental General Conditions shall apply to the Contract.

Section 14.02 PERFORMANCE MEASUREMENT

(a) Contractor's performance under each individual Job Order and this Contract shall be evaluated under the following measures:

(i) Quality of work performed
(ii) Conformance with contract and/or job order
(iii) Timely and complete communication
(iv) Safety record

(b) Failure to maintain a good performance record may result in the City no longer requesting Job Order proposals or extending the term of the Contract.

Section 14.03 COOPERATIVE USE OF CONTRACT

(a) This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: http://www.mesaaz.gov/business/purchasing/save.

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Article XV. SIGNATURE PAGE

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

City of Glendale,
an Arizona municipal corporation

_____
By: Patrick S. Banger
Its: City Manager

ATTEST:

_____
Julie K. Bower (Seal)
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

Felix Construction Company
an Arizona Company

_____
By: David Gianneto
Its: Chief Executive Office

Article XVI. EXHIBITS

Section 16.01 STANDARD JOB ORDER AGREEMENT FORM

Project Names: _____
Job Order Contract No.: _____ Project No.: _____
THIS JOB ORDER is made and entered into on the ___ day of_____, 20 ___, by and between the City of Glendale, an Arizona municipal corporation ("City") and the "Contractor" designated below. This Job Order is entered into pursuant to and incorporates herein the terms and provisions of the Job Order Master Contract. This Job Order, including all of the Contract Documents and Exhibits, shall be the Contract between the parties for the Work.
City and Contractor agree as follows:
CITY: City of Glendale
Project Manager:
Telephone:
E-mail:

CONTRACTOR: (Name)
(Address)
Arizona ROC No.:
Contractor Representative:
Telephone:
E-mail:

PROJECT DESCRIPTION:

PROJECT SITE ADDRESS/LOCATION:

SCOPE OF WORK: Attached Exhibit A

JOB ORDER DURATION:___ (Calendar Days)
JOB ORDER PRICE FOR WORK: Guaranteed Maximum Price/GMP of $_____.
SUBSTANTIAL COMPLETION: ☐APPLIES ☐DOES NOT APPLY
Substantial Completion shall be achieved no later than the Substantial Completion Date set forth in the Project Schedule. Substantial Completion shall be determined in accordance with Section 6.3 of the General Conditions.
ADDITIONAL GOVERNMENT PROVISIONS: ☐APPLIES AND IS ATTACHED ☐DOES NOT APPLY
The parties hereto have executed this Job Order through their duly authorized representatives and bind their respective entities as of the effective date.

"CITY"
CITY OF GLENDALE

Signature _____

Name_____ Title_____

"CONTRACTOR"
COMPANY NAME

Signature _____

Name_____ Title _____

SAMPLE

AGENDA ITEM: 7.

CITY COUNCIL REPORT

MEETING DATE: 05/12/2026
SUBMITTED FOR: John Murphey, Administrator
DEPARTMENT: Engineering

Subject

AUTHORIZATION TO ENTER INTO A JOB ORDER MASTER CONTRACT WITH HAYDON COMPANIES, LLC, FOR WATER AND WASTEWATER TREATMENT FACILITIES CONTRACTING SERVICES
Presented by: Djordje Pavlovic, P.E., Director, Engineering

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Job Order Master Contract with Haydon Companies, LLC, for Water and Wastewater Treatment Facilities Contracting Services in an amount not to exceed $8,000,000, and to authorize the City Manager, at the City Manager's discretion, to extend the Agreement for two (2) additional one-year terms. The initial term of the agreement is one year.

Background

Water and Wastewater Treatment Facilities Job Order Contracting Services provides for the rehabilitation and maintenance of water, wastewater, and reclaimed water treatment facilities located on city-owned property and within public right of way easements. Additionally, work may also take place on ancillary facilities within other city-owned properties.

Analysis

The Engineering Department advertised a Request for Qualifications in January of 2026 to establish a Job Order Contract for indefinite delivery and indefinite quantity for various projects related to water and wastewater treatment facilities. The JOC contract period will be for an initial term of one (1) year with an option to renew two (2) one-year extensions for a maximum duration of three (3) years. The option to extend will be exercised based on the Contractor's successful performance, needs of the City and the mutual agreement of both parties. During the term of the contract, work shall be conducted as a series of individual Job Orders. The maximum dollar amount per job order is $4,000,000 and the total amount the job order agreements can reach is $8,000,000.

Ten responses were received and evaluated, with five (5) firms being selected to receive contracts to provide the required services. Haydon Companies, LLC, was one of the selected firms.

Community Benefit/Public Involvement

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

Fiscal Impact

Fiscal Year:	FY2025-26
Fiscal Year Amount Requested:	$2,000,000
Budgeted Y/N?:	Y
Account:	Various
Transfer Required? Y/N:	N

If Yes, what account will be used?:

Budget and Financial Impacts:

Project funding is available in the Fiscal Year 2025-26 Capital Improvement Plan Budget. Expenditures with Haydon Companies, LLC, are not to exceed $8,000,000 over the entire term of the agreement. Expenditures beyond the current fiscal year are contingent on Council budget approval.

Attachments

Agreement with Haydon Companies LLC

How was the item procured: Request for Qualifications

Strategic Plan Connection:

Tier 1 Objective: Improve Asset Management

HAYDON COMPANIES, LLC

JOB ORDER MASTER CONTRACT

CONTRACT NO.

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JOB ORDER MASTER CONTRACT

This Job Order Master Contract ("Contract") is entered into and effective between City of Glendale, an Arizona municipal corporation ("City") and Haydon Companies, LLC, an Arizona limited liability company, ("Contractor") as of the 28 day of April , 2026 ("Effective Date").

CITY and CONTRACTOR agree as follows:

Article I. PARTICIPANTS AND JOB ORDER CONTRACTING AGREEMENT

Section 1.01 PARTIES

CITY: City of Glendale
Project Manager: John Murphey
Address: 5850 W. Glendale Ave., Glendale AZ 85301
Telephone: (623) 930-2659
E-mail: JMurphey@Glendaleaz.com

CONTRACTOR: Haydon Companies, LLC
Project Manager: Doug Schmits
Address: 4640 E. Cotton Gin Loop, Phoenix, AZ 85040
Arizona ROC No.: 330372 & 330740
Telephone: (602) 296-1496
E-mail: dschmits@haydon.com

(Prior to execution of the Contract, Contractor must provide to City's Engineering Department its Contractor's License Classification and current job appropriate insurance certificate.)

Section 1.02 OVERVIEW OF JOB ORDER CONTRACTING UNDER THIS CONTRACT

(a) This Contract establishes an indefinite delivery, indefinite quantity, Job Order Contract for such Construction services within the scope of this Contract as City may request from time to time by issuance of an individual Job Order for each Project. There will be a separate Job Order for each Project that will describe the Work to be provided by Contractor for that Project. There may be multiple Projects and therefore multiple Job Orders under this Contract.

(b) The amount to be paid by the City for the Project under each Job Order is the Contract Price for the Job Order. The Contract price includes the Contract price for the Work. The Contract Price for any Job Order may be either a Fixed Price or a Guaranteed Maximum Price (GMP), subject to the following.

(c) The Contract Price for each Job Order shall not exceed $4,000,000, including any Change Orders.

(d) The cumulative sum of the Job Orders performed by Contractor during the term of the agreement shall not exceed $8,000,000.

(e) There is no limit nor minimum on the number of Job Orders that City may issue to Contractor during any twelve (12) month term of this Contract or during the entire period this Contract is in effect.

(f) Contractor may refuse any Job Order under this Contract.

(g) This Contract does not obligate or require City to offer any Job Order Agreement to Contractor, no Contract in relation to any specific Work being entered into until a Job Order Agreement therefore has been fully executed by City and Contractor which shall enable work to begin.

Section 1.03 SCOPE OF WORK UNDER THIS JOC CONTRACT

This Contract is for a broad range of maintenance, repair and construction work on real property, or within the public right-of-way. The scope of this Contract will be to provide construction services for a broad range of City projects such as but not limited to the following:

A. The following work activities are general in nature and may be included in individual projects. The contractor shall have experience, knowledge, and the ability to accomplish work tasks related to the rehabilitation, replacement and new construction activities of water, wastewater, and reclaimed water treatment facilities, wastewater lift stations, groundwater wells, PRV sites, booster pump stations and chemical feed and disinfection systems, including the following associated areas.

- Electrical, mechanical, and plumbing systems.
- SCADA, security systems and instrumentation and control.
- Asset management tables and coordination.
- Water and wastewater quality compliance.
- Close confinement conditions and requirements.
- Earthwork and landscaping.
- Traffic Control to ensure a safe environment for the public while working in the right-of-way, including the submittal and approval of traffic control plans.
- Asphalt/concrete repair or replacement of areas damaged by construction.
- Landscaping restoration of areas damaged by construction.

- Utility relocation of existing underground infrastructure and obstructions.
- Preparation of construction cost estimates.
- Preparation of Maintenance of Plant Operations (MOPO) to ensure continued operation of key facilities during construction.
- Ability to work with design professionals.
- Ability to provide preconstruction services such as construction cost estimating, constructability reviews, value engineering, and public engagement.
- Obtaining all required permits to complete the project.
- Public involvement, including public notices, attending public meetings, and maintaining construction hotlines.
- Other related functions as required.

Article II. CONTRACT DOCUMENTS

Section 2.01 CONTRACT DOCUMENTS

(a) The Contract between City and Contractor shall consist of the following Contract Documents:

(i) This Contract (including Exhibits thereto):

(ii) Supplemental General Conditions
Design and Construction Documents and Forms - City of Glendale (glendaleaz.com)

(iii) For each individual Project, the Job Order therefore, including the Exhibits thereto:

1) Standard Job Order Agreement Form
2) Scope of Work
3) Unique Insurance and/or Bond Requirements (if any);
4) Unique Government Provisions Compliance (if any).

(b) Conflicts**.** In the event of conflicts in terms between a specific Job Order, this Contract and/or the Supplemental General Conditions or appendix thereto, the specific Job Order Agreement, and then this Contract shall control.

Section 2.02 DEFINITIONS

The definitions in Section 2 of the Supplemental General Conditions apply to all the Contract Documents, including this Job Order Master Contract. Additional definitions or defined terms

applicable to all the Contract Documents for a specific Project, if any, will be included in each Job Order Agreement.

Section 2.03 JOB ORDER PROCESS

(a) When the City identifies the need for performance from a Job Order Contract, the City will issue an individual Job Order proposal request to Contractor.

(b) Within seven (7) business days of receipt of this request, the Contractor shall arrange to visit the site with the City designated representatives and arrange with the City to further scope the project.

(c) Contractor shall respond within ten (10) business days of the Job Order proposal request or site visit, whichever is later or as otherwise indicated on a case-by-case basis, by submitting Contractor's Job Order Proposal to the City representative.

(d) The City and Contractor shall enter negotiations for scope and price. Should City and Contractor fail to reach agreement during the negotiation period, the City will cancel the negotiations and request a proposal from another Job Order Contractor or solicit construction services via another means. The City agrees not to use the proposal as a bargaining tool (i.e. "bid shop") with other vendors.

(e) Upon agreement, the City will draft a Job Order Agreement. Each Job Order shall be in the form attached as Exhibit A hereto and shall not be effective or binding until fully executed by all parties.

Section 2.04 JOB ORDER PROPOSAL

(a) Contractor will not be reimbursed for any Pre-Job Order costs, including proposal preparation, attendance during negotiations, or site visits.

(b) Unless otherwise required under the terms of the Job Order proposal request, Contractor's Job Order proposal shall include the following:

(i) Contractor's Price Proposal in PDF and electronic format (as directed by the City);

(ii) A project schedule and schedule of values that reflects the costs of each work element on the schedule. The schedule must show all milestones (e.g. permits, submittals, ordering materials, demolition, work phases, closeout, and completion date, 2-year warranty affirmation);

(iii) Necessary documentation will be required to indicate that adequate scoping, layout, setup and planning to accomplish the work has been done.

(c) The City may require either a unit cost proposal or a lump sum Job Order proposal. Should the lump sum proposal methodology be accepted, the City and Contractor agree that the schedule of values is provided to demonstrate proper understanding of the project and that individual lines/items will not be added at the end of the Job Order.

(d) Direct job costs shall be based upon firm price quotes for Subcontractors on Contractors approved Subcontractor lists. To the extent possible, Contractor shall obtain firm price quotes from three (3) subcontractors for each discipline applicable to the project. Should the Contractor self-perform the work, quotes are not required.

(e) The City may reject any Subcontractor without cause. Contractor shall use the City of Glendale Subcontractor listing form.

Section 2.05 ISSUANCE OF JOB ORDER AGREEMENTS ("JOA")

(a) Upon award of a Job Order, a signed copy of the Job Order will be electronically forwarded to Contractor. Failure by Contractor receive the electronic orders shall not relieve Contractor from the obligation to complete the Work under the Job Order in accordance with the Job Order.

(b) The Project duration starts with the date on the Notice to Proceed.

Article III. PRE-CONSTRUCTION SERVICES

Section 3.01 PRE-CONSTRUCTION SERVICES

(a) Costs for Pre-Construction Services are included in Contractor's overhead Job Orders unless additional Pre-Construction Services are requested and contracted as a separate Job Order for specific Work as requested and approved by the City.

Article IV. CONSTRUCTION SERVICES

Section 4.01 GENERAL

(a) Contractor agrees at its own cost and expense, to do all work necessary and required to fully, timely and properly complete the construction of the Project in strict accordance with the Contract Documents in a good and workmanlike manner, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified, and within the Project Schedule.

(b) Contractor shall provide quality control for all work under this contract. Quality control is considered part of the required work in each job order and separate payment shall not be made for this effort.

(c) At all times relevant to this Contract and performance of the Work, Contractor shall fully comply with all Laws, Regulations, or Legal Requirements applicable to City, the Project and the Contract, including, without limitation, those set forth in the Exhibits to this Contract and each Job Order Agreement.

Section 4.02 CONTRACTOR'S PRE-CONTRACT AND PRE-WORK DELIVERABLES

(a) The Contractor will provide the Deliverables in accordance with the Supplemental General Conditions.

(b) Any additional items which Contractor must deliver to City prior to commencing the Work in the Job Order, if any, shall be set forth in the Job Order Agreement.

Section 4.03 PRE-CONSTRUCTION CONFERENCE

(a) Contractor shall attend the Pre-Construction Conference in accordance with Section 26 of the Supplemental General Conditions. Other Pre-Construction Conference requirements for a specific Job Order shall be set forth in each Job Order Agreement.

(b) The City shall issue a notice to proceed at the pre-construction conference, however, this may be waived if determined to be in the City's best interest.

Article V. CITY RESPONSIBILITIES

(a) City shall have the responsibility, and provide, where possible, as-built documents of existing facilities and site plan information.

(b) Additional services to be provided or responsibilities assumed, by City, if any, shall be listed in the Job Order Agreement.

(c) Additional information to be provided by City, if any, shall be listed in the Job Order Agreement.

Article VI. CONTRACT TIME

Section 6.01 CONTRACT TERM

This Contract has a base period of one (1) year and two (2) option or renewal periods of one (1) year each that may be exercised if it is in the best interest of City to do so. Any exercise of any option to renew this Contract beyond the base period will only be effective upon written notice from the City followed by contractor written assent within 5 business days of City notice.

Section 6.02 CONTRACT TIME FOR SPECIFIC JOB ORDERS

(a) The Contract Time for each Job Order shall start with date listed on the Notice to Proceed and end with a Letter of Acceptance (LOA), as set forth in Section 6.5 below. The Notice to Proceed will not be issued until prior approval and acceptance by City of the Job Order.

(b) The Contract Time is identified in the Job Order as the Contract Duration in terms of calendar days. Contractor agrees that it will commence performance of the Work after receiving an official NTP letter and complete the Project through Final Acceptance (Letter of Acceptance) within the Contract Time.

(c) Time is of the Essence of this Contract, and each Job Order issued hereunder, for each Project.

(d) Failure to the part of Contractor to adhere to the approved Project Schedule will be considered for cause to receive no additional Job Orders and / or any contract extensions.

Section 6.03 PROJECT SCHEDULE

The Project Schedule shall be updated and maintained throughout Contractor's performance under a Job Order in accordance with Section 28 of the Supplemental General Conditions.

(a) For job orders in excess of forty-five (45) days in duration, Contractor shall submit a Critical Path Method (CPM) schedule using Microsoft Project or equivalent software acceptable to the City.

Section 6.04 SUBSTANTIAL COMPLETION

Substantial Completion shall be achieved no later than the Substantial Completion Date set forth in the Project Schedule. Substantial Completion shall be determined in accordance with Paragraph 31.3 of the Supplemental General Conditions.

(a) Failure to complete Job Orders within the Job Order time may result in the City issuing no additional requests for Job Order proposals.

(b) Paragraphs 31.1 and 31.2 of the Supplemental General Conditions regarding liquidated damages do not apply to Job Order Agreements.

Section 6.05 FINAL ACCEPTANCE

(a) Final Acceptance will be obtained within the time period set forth in the Project Schedule.

(b) Final Acceptance will be issued pursuant to Paragraphs 31.4 and 32 of the Supplemental General Conditions.

Section 6.06 MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

(a) Subject to the provisions in Section 10.02, Contractor and City waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

(i) Damages incurred by City for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

(ii) Damages incurred by Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

(b) This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Contract.

(c) Nothing herein shall be deemed to constitute a waiver of any other remedy available to City in the event of Contractor's default under this Contact prior to full performance of the Work including, as applicable, specific performance or completion of the Work on behalf of Contractor, the cost and expense of which shall be offset against any monies then or thereafter due to Contractor (if any) and otherwise immediately reimbursed to City by Contractor.

Article VII. CONTRACT PRICE

Section 7.01 CONTRACT PRICE

(a) In exchange for Contractor's full, timely, and acceptable performance and construction of the Work under a specific Job Order, and subject to all the terms of this Contract, City will pay Contractor the Contract price, agreed to in each Job Order.

(b) The Contract Price for each Job Order is all inclusive and specifically includes all fees, costs, overhead, profit, insurance and bond premiums, and taxes of any type necessary to fully, properly and timely perform and construct the Work.

Section 7.02 COSTS

(a) For any portion of the Work which, either through this Contract, specific Job Order, Change Order or otherwise, is performed and paid for on a cost, or time and materials basis, the costs which may be reimbursed to Contractor and/or chargeable against the Contract price shall be determined as set forth in Section 32 of the Supplemental General Conditions.

Section 7.03 Section 7.03 FEE AND OVERHEAD CALCULATIONS FOR CONSTRUCTION COSTS

Overhead must be all inclusive and include all "costs of doing business". The city will not pay separately for items such as, but not limited to warranty, project closeout, home office expense, personal safety equipment, safety personnel, unless safety personnel is specifically required for the work being performed and approved by the city. The Job Order Contractor agrees to the combined overhead and profit shall be no more than shown in the following table:

CONTRACT VALUE	FEE PERCENTAGE
$0-$750,000	12%
$750,001-$2,000,000	10%
$2,000,001-$4,000,000	8%

Article VIII. PAYMENT

(a) If the Work under a specific Job Order is to be completed in less than forty-five (45), Contractor shall submit a single invoice, and payment thereon shall be made in a single lump sum payment, to the extent payment is actually and currently owed, in accordance with. A.R.S. § 34-609.

(b) If the Work under a specific Job Order is to be completed in forty-five (45) days or more, payments shall be made to Contractor monthly and in accordance with Section 32 of the Supplemental General Conditions.

Article IX. CHANGES TO THE CONTRACT

Changes to the Contract and/or Job Orders may be made in mutual agreement by the Contractor and the City.

Article X. SUSPENSION AND TERMINATION

Section 10.01 FOR CONVENIENCE

(a) City may terminate this Contract for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than fifteen (15) days following the date of delivery.

(b) Contractor will be equitably compensated any services and materials furnished prior to receipt of the termination notice and for reasonable costs incurred.

(c) Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with Project closeout and delivery of the required items to the City.

Section 10.02 FOR CAUSE

(a) City may terminate this Contract for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

(b) Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages.

(c) If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages more than $2,000,000 or the amount of this Contract, whichever is greater.

Article XI. INSURANCE AND BONDS

(a) Contractor shall provide insurance as provided on the Exhibits attached hereto, and such additional insurance as may be applicable under each Job Order Agreement. Contractor shall provide proof of such insurance and all required endorsements in forms acceptable to City prior to commencing any Work under this Contract.

(b) Contractor shall provide performance and payment bonds to City, in accordance with A.R.S. § 34.610(A), to cover Job Orders issued under this Contract, for the full amount of each Job Order Agreement, however, this may be waived if determined to be in the City’s best interest.

(c) Failure to provide proof of insurance and the required endorsements (including a current insurance Certificate of Liability, Section 11.01), or the required bonds, in forms acceptable to City will be a material breach and grounds for termination for cause of this specific Job Order and/or this Contract.

Section 11.01 INSURANCE REQUIREMENTS

The City only accepts the most recent version of ACORD® Certificate of Liability Insurance form with additional insured endorsements. The Builder’s Risk policy (if required) and the Owners and Contractors Protective Liability (OCP) policy shall remain in effect during construction through the date of project Final Acceptance. The remainder of the insurance policies shall remain in effect during construction and through the one-year warranty period that follows project Final Acceptance, unless otherwise specified in contract documents. Proof of all required coverage(s) shall be provided by the Contractor.

Commercial General Liability Policy forms must include:

(a) Premises and Operations coverage with no explosion, collapse or underground damage (XCU) exclusions;

(b) Products and Completed Operations coverage. Contractor agrees to maintain this coverage for a minimum of ten (10) years following completion of the Contractor Work and to continue to name City as an Additional Insured for the entire 10-year period;

(c) Blanket contractual coverage for the indemnity/hold harmless agreements assumed in this Subcontract and in the Prime Contract. Any Employee Exclusion will be deleted;

(d) Broad Form Property Damage coverage, including completed operations or its equivalent;

(e) An endorsement in a form acceptable to the City, naming City, any other party required to be named as an additional insured under the Contract Documents, and any other parties in interest as Additional Insured(s) under the coverage specified under Commercial General Liability. Any form that does not grant additional insured status for both the ongoing operations and products/completed operations coverages IS NOT ACCEPTABLE;

(f) An endorsement in a form acceptable to the City, stating: "Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and noncontributory except for any builder's risk property insurance coverage that may be purchased and maintained by City in connection with the Project, any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy;"

(g) Coverage SHALL BE on an "Occurrence" form. **"Claims Made"** and **"Modified Occurrence"** forms are not acceptable;

(h) Coverage to include general aggregate limits on a "per project" basis;

1) Workers' Compensation (required for both Contractors):

a) Coverage A. Statutory Benefits Coverage B. Employer's Liability
b) Bodily Injury by accident: $2,000,000 each accident
c) Bodily Injury by disease: $2,000,000 policy limit
d) Bodily Injury by disease: $2,000,000 each employee

2) Commercial Auto Coverage (required for Contractors):

a) Auto Liability limits of not less than $2,000,000 Combined Single Limit (Each Accident), combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto, All Owned, Scheduled, Hired, or Non-Owned."

3) Commercial General Liability (required for both Contractors):

a)	Each Occurrence Limit:	$2,000,000
b)	Personal Injury/Advertising Injury Limit:	$2,000,000
c)	Products/Completed Operations Aggregate Limit:	$4,000,000
d)	General Aggregate Limit: (other than Products/Completed Operations)	$2,000,000

4) Excess Liability:

Umbrella or Excess Liability may be used to satisfy the above Auto and General Liability coverage requirements and limits to reach a total combined limit of:

Auto:	Amount sufficient to cover difference in limits when compared to minimum coverage required.
Each Occurrence:	Amount sufficient to cover difference in limits when compared to minimum coverage required.
Aggregate:	Amount sufficient to cover difference in limits when compared to minimum coverage required.

5) Builders Risk (if required, will be required for Contractors only):

a) Contractor shall include in its Cost Proposal the cost to obtain builders risk or “all risk” or equivalent policy form coverage in the amount of the initial Construction Costs (Hard Costs). This required insurance coverage is required on projects that are typically outside the public rights-of-way whereby the City is constructing or modifying a public building.

b) The City may, at the City’s sole option, purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builders risk "all-risk" or equivalent policy form in the amount of the initial Construction Costs (Hard Costs), plus value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis.

c) This insurance shall include interests of the City, Contractor and its subcontractors in the Project, and shall include, without limitation, insurance against the perils of fire and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements.

d) City shall bear the responsibility for the deductible for such coverage when a loss affects the Work, provided, however, to the extent such loss is attributable to the negligent or wrongful acts or omissions of Contractor or someone for whom Contractor is responsible, Contractor shall bear the responsibility of the deductible. Such property insurance will not cover any tools or equipment owned or rented by Contractor that will not be incorporated into the Project, including trailers, excavators, scaffoldings, or forms. Contractor is responsible for providing insurance coverage for such items.

6) Owners and Contractors Liability Policy (OCP) (required for Contractors only):

a) Owners and Contractors Liability Policy: Prior to the execution of the Contract the Contractor shall provide a separate policy of insurance in the amount of $2,000,000, per occurrence, at its sole cost and expense, naming the City of Glendale, a Municipal Corporation and all its agents, representatives, officers, directors, officials and employees as the insured. The Policy shall be primary and not contributory to any insurance or self-insurance maintained by the City of Glendale and shall remain in effect through date of Final Acceptance.

7) Other Requirements:

a) If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

b) All policies must be written by insurance companies whose rating, in the most recent AM Best's Rating Guide, is not less than A-VII. All coverage forms must be acceptable to City.

c) ACORD® Certificate of Liability Insurance form with the required endorsements evidencing the required coverages must be PROVIDED to the City prior to commencement of any Work. Failure of City to demand such certificate or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. City shall have the right, but not the obligation, to prohibit Contractor or any of its subcontractors from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by City.

d) The policies shall provide waivers of subrogation by endorsement or otherwise in favor of the City. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay for the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

e) The following policies shall include Waiver of Subrogation endorsements:

   i) Workers' Compensation

f) The following policies shall include Additional Insured endorsements:

   i) Commercial Auto Coverage
   ii) Commercial General Liability
   iii) Excess Liability
   iv) Builders Risk, and as loss payee

g) Contractor shall be responsible for satisfying any deductible or self-insured retention with respect to any of the coverages required by the Contract Documents to be provided by Contractor.

h) City reserves the right, in its sole discretion, to require higher limits of liability coverage if, in City's opinion, operations by or on behalf of Contractor create higher than normal hazards and, to require Contractor to name additional parties in interest to be Additional Insureds.

i) In the event that rental of equipment is undertaken by Contractor or any Subcontractor to complete and/or perform the Work, Contractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to protection against theft, fire, vandalism and use by unauthorized persons.

j) In the event that materials or any other type of personal property ("personal property") is acquired for the Project or delivered to the Project site, Contractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to protection against theft, fire, vandalism and use by unauthorized persons.

k) If City elects to utilize an Owner Controlled Insurance Program ("OCIP") which provides coverage for the Work, the Contractor shall comply with all provisions of any such OCIP.

l) Any additional provisions specific to the Project are attached. In the event of any conflict between the attached terms and the terms of this Exhibit, Contractor shall comply with the more stringent provisions.

m) If a policy does expire, a renewal certificate of the required coverage shall be sent to the City of Glendale not less than five (5) days prior to the expiration date or, if a policy is to be cancelled, changed or not renewed, a proper notice of such action shall be sent to the City not less than ten (10) days prior to any such action by the insurance company.

NOTICES SHALL BE SENT TO:

City of Glendale
Engineering Department
5850 W. Glendale Avenue
Glendale, AZ 85301

Article XII. INDEMNIFICATION

(a) To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Subcontractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.

(b) This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

(c) Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

Article XIII. DISPUTE RESOLUTION

Section 13.01 DISPUTES

(a) Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost effective manner.

(b) Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.

(c) Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.

(d) Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.

(i) The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;

(ii) The parties' senior managers will meet within ten (10) business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and

(iii) The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

Section 13.02 ARBITRATION

(a) Rules. If the parties are unable to resolve the Dispute by negotiation within thirty (30) days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.

(i) The parties will exercise best efforts to select an arbitrator within five (5) business days after agreement for arbitration. The parties will equally share the fees and costs incurred in the selection of the arbitrator.

(ii) The arbitrator selected must be an attorney with at least fifteen (15) years experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.

(b) Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

(c) Hearing. The arbitration hearing will be held within ninety (90) days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

(d) Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

(e) Final Decision. The Arbitrator's decision should be rendered within fifteen (15) days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

(f) Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

Section 13.03 SERVICES TO CONTINUE PENDING DISPUTE

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

Section 13.04 EXCEPTIONS

(a) Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, crossclaim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.

(b) Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

(c) Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

Article XIV. MISCELLANEOUS PROVISIONS

Section 14.01 MISCELLANEOUS PROVISIONS

(a) The miscellaneous provisions set forth in Section 14 of the Supplemental General Conditions shall apply to the Contract.

Section 14.02 PERFORMANCE MEASUREMENT

(a) Contractor's performance under each individual Job Order and this Contract shall be evaluated under the following measures:

(i) Quality of work performed
(ii) Conformance with contract and/or job order
(iii) Timely and complete communication
(iv) Safety record

(b) Failure to maintain a good performance record may result in the City no longer requesting Job Order proposals or extending the term of the Contract.

Section 14.03 COOPERATIVE USE OF CONTRACT

(a) This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: http://www.mesaaz.gov/business/purchasing/save.

[THIS AREA LEFT INTENTIONALLY BLANK.]

Article XV. SIGNATURE PAGE

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

City of Glendale,
an Arizona municipal corporation

_____
By: Patrick S. Banger
Its: City Manager

ATTEST:

_____
Julie K. Bower (Seal)
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

Haydon Companies, LLC.
an Arizona Limited Liability Company

_____
By: Matt Carpenter
Its: President & COO

Article XVI. EXHIBITS

Section 16.01 STANDARD JOB ORDER AGREEMENT FORM

Project Names: _____
Job Order Contract No.: _____ Project No.: _____
THIS JOB ORDER is made and entered into on the ___ day of_____, 20 ___, by and between the City of Glendale, an Arizona municipal corporation ("City") and the "Contractor" designated below. This Job Order is entered into pursuant to and incorporates herein the terms and provisions of the Job Order Master Contract. This Job Order, including all of the Contract Documents and Exhibits, shall be the Contract between the parties for the Work.
City and Contractor agree as follows:
CITY: City of Glendale
Project Manager:
Telephone:
E-mail:

CONTRACTOR: (Name)
(Address)
Arizona ROC No.:
Contractor Representative:
Telephone:
E-mail:

PROJECT DESCRIPTION:

PROJECT SITE ADDRESS/LOCATION:

SCOPE OF WORK: Attached Exhibit A

JOB ORDER DURATION:___ (Calendar Days)
JOB ORDER PRICE FOR WORK: Guaranteed Maximum Price/GMP of $_____.
SUBSTANTIAL COMPLETION: ☐APPLIES ☐DOES NOT APPLY
Substantial Completion shall be achieved no later than the Substantial Completion Date set forth in the Project Schedule. Substantial Completion shall be determined in accordance with Section 6.3 of the General Conditions.
ADDITIONAL GOVERNMENT PROVISIONS: ☐APPLIES AND IS ATTACHED ☐DOES NOT APPLY
The parties hereto have executed this Job Order through their duly authorized representatives and bind their respective entities as of the effective date.

"CITY"
CITY OF GLENDALE

Signature _____

Name_____ Title_____

"CONTRACTOR"
COMPANY NAME

Signature _____

Name_____ Title _____

SAMPLE

AGENDA ITEM: 8.

CITY COUNCIL REPORT

MEETING DATE: 05/12/2026
SUBMITTED FOR: John Murphey, Administrator
DEPARTMENT: Engineering

Subject

AUTHORIZATION TO ENTER INTO A JOB ORDER MASTER CONTRACT WITH KEAR CIVIL CORPORATION, FOR WATER AND WASTEWATER TREATMENT FACILITIES CONTRACTING SERVICES
Presented by: Djordje Pavlovic, P.E., Director, Engineering

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Job Order Master Contract with KEAR Civil Corporation, for Water and Wastewater Treatment Facilities Contracting Services in an amount not to exceed $8,000,000, and to authorize the City Manager, at the City Manager's discretion, to extend the Agreement for two (2) additional one-year terms. The initial term of the agreement is one year.

Background

Water and Wastewater Treatment Facilities Job Order Contracting Services provides for the rehabilitation and maintenance of water, wastewater, and reclaimed water treatment facilities located on city-owned property and within public right of way easements. Additionally, work may also take place on ancillary facilities within other city-owned properties.

Previous Related Council Action

The Engineering Department advertised a Request for Qualifications in January 2026 to establish a Job Order Contract for indefinite delivery and indefinite quantity for various projects related to water and wastewater treatment facilities. The JOC contract period will be for an initial term of one (1) year with an option to renew two (2) one-year extensions for a maximum duration of three (3) years. The option to extend will be exercised based on the contractor's successful performance, needs of the City and the mutual agreement of both parties. During the term of the contract, work shall be conducted as a series of individual Job Orders. The maximum dollar amount per job order is $4,000,000 and the total amount the job order agreements can reach is $8,000,000.

Ten responses were received and evaluated, with five (5) firms being selected to receive contracts to provide the required services. KEAR Civil Corporation, was one of the selected firms.

Community Benefit/Public Involvement

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

Fiscal Impact

Fiscal Year:	FY2025-26
Fiscal Year Amount Requested:	$2,000,000
Budgeted Y/N?:	Y
Account:	Various
Transfer Required? Y/N:	N

If Yes, what account will be used?:

Budget and Financial Impacts:

Project funding is available in the Fiscal Year 2025-26 Capital Improvement Plan Budget. Expenditures with KEAR Civil Corporation are not to exceed $8,000,000 over the entire term of the agreement. Expenditures beyond the current fiscal year are contingent on Council budget approval.

Attachments

Agreement with Kear Civil Corp

How was the item procured: Request for Qualifications

Strategic Plan Connection:

Tier 1 Objective: Improve Asset Management



KEAR CIVIL CORPORATION

JOB ORDER MASTER CONTRACT

CONTRACT NO.

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JOB ORDER MASTER CONTRACT

This Job Order Master Contract ("Contract") is entered into and effective between City of Glendale, an Arizona municipal corporation ("City") and KEAR Civil Corporation, an Arizona Corporation, ("Contractor") as of the 28 day of April, 2026 ("Effective Date").

CITY and CONTRACTOR agree as follows:

Article I. PARTICIPANTS AND JOB ORDER CONTRACTING AGREEMENT

Section 1.01 PARTIES

CITY: City of Glendale
Project Manager: John Murphey
Address: 5850 W. Glendale Ave., Glendale AZ 85301
Telephone: (623) 930-2659
E-mail: JMurphey@Glendaleaz.com

CONTRACTOR: KEAR Civil Corporation
Project Manager: Mike Fossett
Address: 22555 N. 20th Ave, Phoenix, AZ 85027
Arizona ROC No.: 231544A & 231545-B1
Telephone: (623) 742-2310
E-mail: mike.fossett@kearcorp.com

(Prior to execution of the Contract, Contractor must provide to City's Engineering Department its Contractor's License Classification and current job appropriate insurance certificate.)

Section 1.02 OVERVIEW OF JOB ORDER CONTRACTING UNDER THIS CONTRACT

(a) This Contract establishes an indefinite delivery, indefinite quantity, Job Order Contract for such Construction services within the scope of this Contract as City may request from time to time by issuance of an individual Job Order for each Project. There will be a separate Job Order for each Project that will describe the Work to be provided by Contractor for that Project. There may be multiple Projects and therefore multiple Job Orders under this Contract.

(b) The amount to be paid by the City for the Project under each Job Order is the Contract Price for the Job Order. The Contract price includes the Contract price for the Work. The Contract Price for any Job Order may be either a Fixed Price or a Guaranteed Maximum Price (GMP), subject to the following.

(c) The Contract Price for each Job Order shall not exceed $4,000,000, including any Change Orders.

(d) The cumulative sum of the Job Orders performed by Contractor during the term of the agreement shall not exceed $8,000,000.

(e) There is no limit nor minimum on the number of Job Orders that City may issue to Contractor during any twelve (12) month term of this Contract or during the entire period this Contract is in effect.

(f) Contractor may refuse any Job Order under this Contract.

(g) This Contract does not obligate or require City to offer any Job Order Agreement to Contractor, no Contract in relation to any specific Work being entered into until a Job Order Agreement therefore has been fully executed by City and Contractor which shall enable work to begin.

Section 1.03 SCOPE OF WORK UNDER THIS JOC CONTRACT

This Contract is for a broad range of maintenance, repair and construction work on real property, or within the public right-of-way. The scope of this Contract will be to provide construction services for a broad range of City projects such as but not limited to the following:

A. The following work activities are general in nature and may be included in individual projects. The contractor shall have experience, knowledge, and the ability to accomplish work tasks related to the rehabilitation, replacement and new construction activities of water, wastewater, and reclaimed water treatment facilities, wastewater lift stations, groundwater wells, PRV sites, booster pump stations and chemical feed and disinfection systems, including the following associated areas.

- Electrical, mechanical, and plumbing systems.
- SCADA, security systems and instrumentation and control.
- Asset management tables and coordination.
- Water and wastewater quality compliance.
- Close confinement conditions and requirements.
- Earthwork and landscaping.
- Traffic Control to ensure a safe environment for the public while working in the right-of-way, including the submittal and approval of traffic control plans.
- Asphalt/concrete repair or replacement of areas damaged by construction.
- Landscaping restoration of areas damaged by construction.

- Utility relocation of existing underground infrastructure and obstructions.
- Preparation of construction cost estimates.
- Preparation of Maintenance of Plant Operations (MOPO) to ensure continued operation of key facilities during construction.
- Ability to work with design professionals.
- Ability to provide preconstruction services such as construction cost estimating, constructability reviews, value engineering, and public engagement.
- Obtaining all required permits to complete the project.
- Public involvement, including public notices, attending public meetings, and maintaining construction hotlines.
- Other related functions as required.

Article II. CONTRACT DOCUMENTS

Section 2.01 CONTRACT DOCUMENTS

(a) The Contract between City and Contractor shall consist of the following Contract Documents:

(i) This Contract (including Exhibits thereto):

(ii) Supplemental General Conditions
Design and Construction Documents and Forms - City of Glendale (glendaleaz.com)

(iii) For each individual Project, the Job Order therefore, including the Exhibits thereto:

1) Standard Job Order Agreement Form
2) Scope of Work
3) Unique Insurance and/or Bond Requirements (if any);
4) Unique Government Provisions Compliance (if any).

(b) Conflicts**.** In the event of conflicts in terms between a specific Job Order, this Contract and/or the Supplemental General Conditions or appendix thereto, the specific Job Order Agreement, and then this Contract shall control.

Section 2.02 DEFINITIONS

The definitions in Section 2 of the Supplemental General Conditions apply to all the Contract Documents, including this Job Order Master Contract. Additional definitions or defined terms

applicable to all the Contract Documents for a specific Project, if any, will be included in each Job Order Agreement.

Section 2.03 JOB ORDER PROCESS

(a) When the City identifies the need for performance from a Job Order Contract, the City will issue an individual Job Order proposal request to Contractor.

(b) Within seven (7) business days of receipt of this request, the Contractor shall arrange to visit the site with the City designated representatives and arrange with the City to further scope the project.

(c) Contractor shall respond within ten (10) business days of the Job Order proposal request or site visit, whichever is later or as otherwise indicated on a case-by-case basis, by submitting Contractor's Job Order Proposal to the City representative.

(d) The City and Contractor shall enter negotiations for scope and price. Should City and Contractor fail to reach agreement during the negotiation period, the City will cancel the negotiations and request a proposal from another Job Order Contractor or solicit construction services via another means. The City agrees not to use the proposal as a bargaining tool (i.e. "bid shop") with other vendors.

(e) Upon agreement, the City will draft a Job Order Agreement. Each Job Order shall be in the form attached as Exhibit A hereto and shall not be effective or binding until fully executed by all parties.

Section 2.04 JOB ORDER PROPOSAL

(a) Contractor will not be reimbursed for any Pre-Job Order costs, including proposal preparation, attendance during negotiations, or site visits.

(b) Unless otherwise required under the terms of the Job Order proposal request, Contractor's Job Order proposal shall include the following:

(i) Contractor's Price Proposal in PDF and electronic format (as directed by the City);

(ii) A project schedule and schedule of values that reflects the costs of each work element on the schedule. The schedule must show all milestones (e.g. permits, submittals, ordering materials, demolition, work phases, closeout, and completion date, 2-year warranty affirmation);

(iii) Necessary documentation will be required to indicate that adequate scoping, layout, setup and planning to accomplish the work has been done.

(c) The City may require either a unit cost proposal or a lump sum Job Order proposal. Should the lump sum proposal methodology be accepted, the City and Contractor agree that the schedule of values is provided to demonstrate proper understanding of the project and that individual lines/items will not be added at the end of the Job Order.

(d) Direct job costs shall be based upon firm price quotes for Subcontractors on Contractors approved Subcontractor lists. To the extent possible, Contractor shall obtain firm price quotes from three (3) subcontractors for each discipline applicable to the project. Should the Contractor self-perform the work, quotes are not required.

(e) The City may reject any Subcontractor without cause. Contractor shall use the City of Glendale Subcontractor listing form.

Section 2.05 ISSUANCE OF JOB ORDER AGREEMENTS ("JOA")

(a) Upon award of a Job Order, a signed copy of the Job Order will be electronically forwarded to Contractor. Failure by Contractor receive the electronic orders shall not relieve Contractor from the obligation to complete the Work under the Job Order in accordance with the Job Order.

(b) The Project duration starts with the date on the Notice to Proceed.

Article III. PRE-CONSTRUCTION SERVICES

Section 3.01 PRE-CONSTRUCTION SERVICES

(a) Costs for Pre-Construction Services are included in Contractor's overhead Job Orders unless additional Pre-Construction Services are requested and contracted as a separate Job Order for specific Work as requested and approved by the City.

Article IV. CONSTRUCTION SERVICES

Section 4.01 GENERAL

(a) Contractor agrees at its own cost and expense, to do all work necessary and required to fully, timely and properly complete the construction of the Project in strict accordance with the Contract Documents in a good and workmanlike manner, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified, and within the Project Schedule.

(b) Contractor shall provide quality control for all work under this contract. Quality control is considered part of the required work in each job order and separate payment shall not be made for this effort.

(c) At all times relevant to this Contract and performance of the Work, Contractor shall fully comply with all Laws, Regulations, or Legal Requirements applicable to City, the Project and the Contract, including, without limitation, those set forth in the Exhibits to this Contract and each Job Order Agreement.

Section 4.02 CONTRACTOR'S PRE-CONTRACT AND PRE-WORK DELIVERABLES

(a) The Contractor will provide the Deliverables in accordance with the Supplemental General Conditions.

(b) Any additional items which Contractor must deliver to City prior to commencing the Work in the Job Order, if any, shall be set forth in the Job Order Agreement.

Section 4.03 PRE-CONSTRUCTION CONFERENCE

(a) Contractor shall attend the Pre-Construction Conference in accordance with Section 26 of the Supplemental General Conditions. Other Pre-Construction Conference requirements for a specific Job Order shall be set forth in each Job Order Agreement.

(b) The City shall issue a notice to proceed at the pre-construction conference, however, this may be waived if determined to be in the City's best interest.

Article V. CITY RESPONSIBILITIES

(a) City shall have the responsibility, and provide, where possible, as-built documents of existing facilities and site plan information.

(b) Additional services to be provided or responsibilities assumed, by City, if any, shall be listed in the Job Order Agreement.

(c) Additional information to be provided by City, if any, shall be listed in the Job Order Agreement.

Article VI. CONTRACT TIME

Section 6.01 CONTRACT TERM

This Contract has a base period of one (1) year and two (2) option or renewal periods of one (1) year each that may be exercised if it is in the best interest of City to do so. Any exercise of any option to renew this Contract beyond the base period will only be effective upon written notice from the City followed by contractor written assent within 5 business days of City notice.

Section 6.02 CONTRACT TIME FOR SPECIFIC JOB ORDERS

(a) The Contract Time for each Job Order shall start with date listed on the Notice to Proceed and end with a Letter of Acceptance (LOA), as set forth in Section 6.5 below. The Notice to Proceed will not be issued until prior approval and acceptance by City of the Job Order.

(b) The Contract Time is identified in the Job Order as the Contract Duration in terms of calendar days. Contractor agrees that it will commence performance of the Work after receiving an official NTP letter and complete the Project through Final Acceptance (Letter of Acceptance) within the Contract Time.

(c) Time is of the Essence of this Contract, and each Job Order issued hereunder, for each Project.

(d) Failure to the part of Contractor to adhere to the approved Project Schedule will be considered for cause to receive no additional Job Orders and / or any contract extensions.

Section 6.03 PROJECT SCHEDULE

The Project Schedule shall be updated and maintained throughout Contractor's performance under a Job Order in accordance with Section 28 of the Supplemental General Conditions.

(a) For job orders in excess of forty-five (45) days in duration, Contractor shall submit a Critical Path Method (CPM) schedule using Microsoft Project or equivalent software acceptable to the City.

Section 6.04 SUBSTANTIAL COMPLETION

Substantial Completion shall be achieved no later than the Substantial Completion Date set forth in the Project Schedule. Substantial Completion shall be determined in accordance with Paragraph 31.3 of the Supplemental General Conditions.

(a) Failure to complete Job Orders within the Job Order time may result in the City issuing no additional requests for Job Order proposals.

(b) Paragraphs 31.1 and 31.2 of the Supplemental General Conditions regarding liquidated damages do not apply to Job Order Agreements.

Section 6.05 FINAL ACCEPTANCE

(a) Final Acceptance will be obtained within the time period set forth in the Project Schedule.

(b) Final Acceptance will be issued pursuant to Paragraphs 31.4 and 32 of the Supplemental General Conditions.

Section 6.06 MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

(a) Subject to the provisions in Section 10.02, Contractor and City waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

(i) Damages incurred by City for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

(ii) Damages incurred by Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

(b) This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Contract.

(c) Nothing herein shall be deemed to constitute a waiver of any other remedy available to City in the event of Contractor's default under this Contact prior to full performance of the Work including, as applicable, specific performance or completion of the Work on behalf of Contractor, the cost and expense of which shall be offset against any monies then or thereafter due to Contractor (if any) and otherwise immediately reimbursed to City by Contractor.

Article VII. CONTRACT PRICE

Section 7.01 CONTRACT PRICE

(a) In exchange for Contractor's full, timely, and acceptable performance and construction of the Work under a specific Job Order, and subject to all the terms of this Contract, City will pay Contractor the Contract price, agreed to in each Job Order.

(b) The Contract Price for each Job Order is all inclusive and specifically includes all fees, costs, overhead, profit, insurance and bond premiums, and taxes of any type necessary to fully, properly and timely perform and construct the Work.

Section 7.02 COSTS

(a) For any portion of the Work which, either through this Contract, specific Job Order, Change Order or otherwise, is performed and paid for on a cost, or time and materials basis, the costs which may be reimbursed to Contractor and/or chargeable against the Contract price shall be determined as set forth in Section 32 of the Supplemental General Conditions.

Section 7.03 Section 7.03 FEE AND OVERHEAD CALCULATIONS FOR CONSTRUCTION COSTS

Overhead must be all inclusive and include all "costs of doing business". The city will not pay separately for items such as, but not limited to warranty, project closeout, home office expense, personal safety equipment, safety personnel, unless safety personnel is specifically required for the work being performed and approved by the city. The Job Order Contractor agrees to the combined overhead and profit shall be no more than shown in the following table:

CONTRACT VALUE	FEE PERCENTAGE
$0-$750,000	12%
$750,001-$2,000,000	10%
$2,000,001-$4,000,000	8%

Article VIII. PAYMENT

(a) If the Work under a specific Job Order is to be completed in less than forty-five (45), Contractor shall submit a single invoice, and payment thereon shall be made in a single lump sum payment, to the extent payment is actually and currently owed, in accordance with. A.R.S. § 34-609.

(b) If the Work under a specific Job Order is to be completed in forty-five (45) days or more, payments shall be made to Contractor monthly and in accordance with Section 32 of the Supplemental General Conditions.

Article IX. CHANGES TO THE CONTRACT

Changes to the Contract and/or Job Orders may be made in mutual agreement by the Contractor and the City.

Article X. SUSPENSION AND TERMINATION

Section 10.01 FOR CONVENIENCE

(a) City may terminate this Contract for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than fifteen (15) days following the date of delivery.

(b) Contractor will be equitably compensated any services and materials furnished prior to receipt of the termination notice and for reasonable costs incurred.

(c) Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with Project closeout and delivery of the required items to the City.

Section 10.02 FOR CAUSE

(a) City may terminate this Contract for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

(b) Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages.

(c) If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages more than $2,000,000 or the amount of this Contract, whichever is greater.

Article XI. INSURANCE AND BONDS

(a) Contractor shall provide insurance as provided on the Exhibits attached hereto, and such additional insurance as may be applicable under each Job Order Agreement. Contractor shall provide proof of such insurance and all required endorsements in forms acceptable to City prior to commencing any Work under this Contract.

(b) Contractor shall provide performance and payment bonds to City, in accordance with A.R.S. § 34.610(A), to cover Job Orders issued under this Contract, for the full amount of each Job Order Agreement, however, this may be waived if determined to be in the City’s best interest.

(c) Failure to provide proof of insurance and the required endorsements (including a current insurance Certificate of Liability, Section 11.01), or the required bonds, in forms acceptable to City will be a material breach and grounds for termination for cause of this specific Job Order and/or this Contract.

Section 11.01 INSURANCE REQUIREMENTS

The City only accepts the most recent version of ACORD® Certificate of Liability Insurance form with additional insured endorsements. The Builder’s Risk policy (if required) and the Owners and Contractors Protective Liability (OCP) policy shall remain in effect during construction through the date of project Final Acceptance. The remainder of the insurance policies shall remain in effect during construction and through the one-year warranty period that follows project Final Acceptance, unless otherwise specified in contract documents. Proof of all required coverage(s) shall be provided by the Contractor.

Commercial General Liability Policy forms must include:

(a) Premises and Operations coverage with no explosion, collapse or underground damage (XCU) exclusions;

(b) Products and Completed Operations coverage. Contractor agrees to maintain this coverage for a minimum of ten (10) years following completion of the Contractor Work and to continue to name City as an Additional Insured for the entire 10-year period;

(c) Blanket contractual coverage for the indemnity/hold harmless agreements assumed in this Subcontract and in the Prime Contract. Any Employee Exclusion will be deleted;

(d) Broad Form Property Damage coverage, including completed operations or its equivalent;

(e) An endorsement in a form acceptable to the City, naming City, any other party required to be named as an additional insured under the Contract Documents, and any other parties in interest as Additional Insured(s) under the coverage specified under Commercial General Liability. Any form that does not grant additional insured status for both the ongoing operations and products/completed operations coverages IS NOT ACCEPTABLE;

(f) An endorsement in a form acceptable to the City, stating: "Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and noncontributory except for any builder's risk property insurance coverage that may be purchased and maintained by City in connection with the Project, any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy;"

(g) Coverage SHALL BE on an "Occurrence" form. **"Claims Made"** and **"Modified Occurrence"** forms are not acceptable;

(h) Coverage to include general aggregate limits on a "per project" basis;

1) Workers' Compensation (required for both Contractors):

a) Coverage A. Statutory Benefits Coverage B. Employer's Liability
b) Bodily Injury by accident: $2,000,000 each accident
c) Bodily Injury by disease: $2,000,000 policy limit
d) Bodily Injury by disease: $2,000,000 each employee

2) Commercial Auto Coverage (required for Contractors):

a) Auto Liability limits of not less than $2,000,000 Combined Single Limit (Each Accident), combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto, All Owned, Scheduled, Hired, or Non-Owned."

3) Commercial General Liability (required for both Contractors):

a)	Each Occurrence Limit:	$2,000,000
b)	Personal Injury/Advertising Injury Limit:	$2,000,000
c)	Products/Completed Operations Aggregate Limit:	$4,000,000
d)	General Aggregate Limit: (other than Products/Completed Operations)	$2,000,000

4) Excess Liability:

Umbrella or Excess Liability may be used to satisfy the above Auto and General Liability coverage requirements and limits to reach a total combined limit of:

Auto:	Amount sufficient to cover difference in limits when compared to minimum coverage required.
Each Occurrence:	Amount sufficient to cover difference in limits when compared to minimum coverage required.
Aggregate:	Amount sufficient to cover difference in limits when compared to minimum coverage required.

5) Builders Risk (if required, will be required for Contractors only):

a) Contractor shall include in its Cost Proposal the cost to obtain builders risk or “all risk” or equivalent policy form coverage in the amount of the initial Construction Costs (Hard Costs). This required insurance coverage is required on projects that are typically outside the public rights-of-way whereby the City is constructing or modifying a public building.

b) The City may, at the City’s sole option, purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builders risk "all-risk" or equivalent policy form in the amount of the initial Construction Costs (Hard Costs), plus value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis.

c) This insurance shall include interests of the City, Contractor and its subcontractors in the Project, and shall include, without limitation, insurance against the perils of fire and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements.

d) City shall bear the responsibility for the deductible for such coverage when a loss affects the Work, provided, however, to the extent such loss is attributable to the negligent or wrongful acts or omissions of Contractor or someone for whom Contractor is responsible, Contractor shall bear the responsibility of the deductible. Such property insurance will not cover any tools or equipment owned or rented by Contractor that will not be incorporated into the Project, including trailers, excavators, scaffoldings, or forms. Contractor is responsible for providing insurance coverage for such items.

6) Owners and Contractors Liability Policy (OCP) (required for Contractors only):

a) Owners and Contractors Liability Policy: Prior to the execution of the Contract the Contractor shall provide a separate policy of insurance in the amount of $2,000,000, per occurrence, at its sole cost and expense, naming the City of Glendale, a Municipal Corporation and all its agents, representatives, officers, directors, officials and employees as the insured. The Policy shall be primary and not contributory to any insurance or self-insurance maintained by the City of Glendale and shall remain in effect through date of Final Acceptance.

7) Other Requirements:

a) If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

b) All policies must be written by insurance companies whose rating, in the most recent AM Best's Rating Guide, is not less than A-VII. All coverage forms must be acceptable to City.

c) ACORD® Certificate of Liability Insurance form with the required endorsements evidencing the required coverages must be PROVIDED to the City prior to commencement of any Work. Failure of City to demand such certificate or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. City shall have the right, but not the obligation, to prohibit Contractor or any of its subcontractors from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by City.

d) The policies shall provide waivers of subrogation by endorsement or otherwise in favor of the City. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay for the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

e) The following policies shall include Waiver of Subrogation endorsements:

   i) Workers' Compensation

f) The following policies shall include Additional Insured endorsements:

   i) Commercial Auto Coverage
   ii) Commercial General Liability
   iii) Excess Liability
   iv) Builders Risk, and as loss payee

g) Contractor shall be responsible for satisfying any deductible or self-insured retention with respect to any of the coverages required by the Contract Documents to be provided by Contractor.

h) City reserves the right, in its sole discretion, to require higher limits of liability coverage if, in City's opinion, operations by or on behalf of Contractor create higher than normal hazards and, to require Contractor to name additional parties in interest to be Additional Insureds.

i) In the event that rental of equipment is undertaken by Contractor or any Subcontractor to complete and/or perform the Work, Contractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to protection against theft, fire, vandalism and use by unauthorized persons.

j) In the event that materials or any other type of personal property ("personal property") is acquired for the Project or delivered to the Project site, Contractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to protection against theft, fire, vandalism and use by unauthorized persons.

k) If City elects to utilize an Owner Controlled Insurance Program ("OCIP") which provides coverage for the Work, the Contractor shall comply with all provisions of any such OCIP.

l) Any additional provisions specific to the Project are attached. In the event of any conflict between the attached terms and the terms of this Exhibit, Contractor shall comply with the more stringent provisions.

m) If a policy does expire, a renewal certificate of the required coverage shall be sent to the City of Glendale not less than five (5) days prior to the expiration date or, if a policy is to be cancelled, changed or not renewed, a proper notice of such action shall be sent to the City not less than ten (10) days prior to any such action by the insurance company.

NOTICES SHALL BE SENT TO:

City of Glendale
Engineering Department
5850 W. Glendale Avenue
Glendale, AZ 85301

Article XII. INDEMNIFICATION

(a) To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Subcontractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.

(b) This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

(c) Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

Article XIII. DISPUTE RESOLUTION

Section 13.01 DISPUTES

(a) Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost effective manner.

(b) Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.

(c) Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.

(d) Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.

(i) The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;

(ii) The parties' senior managers will meet within ten (10) business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and

(iii) The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

Section 13.02 ARBITRATION

(a) Rules. If the parties are unable to resolve the Dispute by negotiation within thirty (30) days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.

(i) The parties will exercise best efforts to select an arbitrator within five (5) business days after agreement for arbitration. The parties will equally share the fees and costs incurred in the selection of the arbitrator.

(ii) The arbitrator selected must be an attorney with at least fifteen (15) years experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.

(b) Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

(c) Hearing. The arbitration hearing will be held within ninety (90) days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

(d) Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

(e) Final Decision. The Arbitrator's decision should be rendered within fifteen (15) days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

(f) Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

Section 13.03 SERVICES TO CONTINUE PENDING DISPUTE

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

Section 13.04 EXCEPTIONS

(a) Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, crossclaim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.

(b) Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

(c) Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

Article XIV. MISCELLANEOUS PROVISIONS

Section 14.01 MISCELLANEOUS PROVISIONS

(a) The miscellaneous provisions set forth in Section 14 of the Supplemental General Conditions shall apply to the Contract.

Section 14.02 PERFORMANCE MEASUREMENT

(a) Contractor's performance under each individual Job Order and this Contract shall be evaluated under the following measures:

(i) Quality of work performed
(ii) Conformance with contract and/or job order
(iii) Timely and complete communication
(iv) Safety record

(b) Failure to maintain a good performance record may result in the City no longer requesting Job Order proposals or extending the term of the Contract.

Section 14.03 COOPERATIVE USE OF CONTRACT

(a) This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: http://www.mesaaz.gov/business/purchasing/save.

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Article XV. SIGNATURE PAGE

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

City of Glendale,
an Arizona municipal corporation

_____

By: Patrick S. Banger
Its: City Manager

ATTEST:

_____

Julie K. Bower (Seal)
City Clerk

APPROVED AS TO FORM:

_____

Michael D. Bailey
City Attorney

KEAR Civil Corporation
an Arizona Corporation

_____

By: Mike Fossett
Its: President

Article XVI. EXHIBITS

Section 16.01 STANDARD JOB ORDER AGREEMENT FORM

Project Names: _____
Job Order Contract No.: _____ Project No.: _____
THIS JOB ORDER is made and entered into on the ___ day of_____, 20 ___, by and between the City of Glendale, an Arizona municipal corporation ("City") and the "Contractor" designated below. This Job Order is entered into pursuant to and incorporates herein the terms and provisions of the Job Order Master Contract. This Job Order, including all of the Contract Documents and Exhibits, shall be the Contract between the parties for the Work.
City and Contractor agree as follows:
CITY: City of Glendale
Project Manager:
Telephone:
E-mail:

CONTRACTOR: (Name)
(Address)
Arizona ROC No.:
Contractor Representative:
Telephone:
E-mail:

PROJECT DESCRIPTION:

PROJECT SITE ADDRESS/LOCATION:

SCOPE OF WORK: Attached Exhibit A

JOB ORDER DURATION:___ (Calendar Days)
JOB ORDER PRICE FOR WORK: Guaranteed Maximum Price/GMP of $_____.
SUBSTANTIAL COMPLETION: ☐APPLIES ☐DOES NOT APPLY
Substantial Completion shall be achieved no later than the Substantial Completion Date set forth in the Project Schedule. Substantial Completion shall be determined in accordance with Section 6.3 of the General Conditions.
ADDITIONAL GOVERNMENT PROVISIONS: ☐APPLIES AND IS ATTACHED ☐DOES NOT APPLY
The parties hereto have executed this Job Order through their duly authorized representatives and bind their respective entities as of the effective date.

"CITY"
CITY OF GLENDALE

Signature _____

Name_____ Title_____

"CONTRACTOR"
COMPANY NAME

Signature _____

Name_____ Title _____

SAMPLE

CITY COUNCIL REPORT

MEETING DATE: 05/12/2026
SUBMITTED FOR: John Murphey, Administrator
DEPARTMENT: Engineering

Subject

AUTHORIZATION TO ENTER INTO A JOB ORDER MASTER CONTRACT WITH MCCARTHY BUILDING COMPANIES, INC., FOR WATER AND WASTEWATER TREATMENT FACILITIES CONTRACTING SERVICES
Presented by: Djordje Pavlovic, P.E., Director, Engineering

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Job Order Master Contract with McCarthy Building Companies, Inc., for Water and Wastewater Treatment Facilities Contracting Services in an amount not to exceed $8,000,000, and to authorize the City Manager, at the City Manager's discretion, to extend the Agreement for two (2) additional one-year terms. The initial term of the agreement is one year.

Background

Water and Wastewater Treatment Facilities Job Order Contracting Services provides for the rehabilitation and maintenance of water, wastewater, and reclaimed water treatment facilities located on city-owned property and within public right of way easements. Additionally, work may also take place on ancillary facilities within other city-owned properties.

Analysis

The Engineering Department advertised a Request for Qualifications in January 2026 to establish a Job Order Contract for indefinite delivery and indefinite quantity for various projects related to water and wastewater treatment facilities. The JOC contract period will be for an initial term of one (1) year with an option to renew two (2) one-year extensions for a maximum duration of three (3) years. The option to extend will be exercised based on the Contractor's successful performance, needs of the City and the mutual agreement of both parties. During the term of the contract, work shall be conducted as a series of individual Job Orders. The maximum dollar amount per job order is $4,000,000 and the total amount the job order agreements can reach is $8,000,000.

Ten responses were received and evaluated, with five (5) firms being selected to receive contracts to provide the required services. McCarthy Building Companies, Inc., was one of the selected firms.

Community Benefit/Public Involvement

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

Fiscal Impact

Fiscal Year:	FY2025-26
Fiscal Year Amount Requested:	$2,000,000
Budgeted Y/N?:	Y
Account:	Various
Transfer Required? Y/N:	N

If Yes, what account will be used?:

Budget and Financial Impacts:

Project funding is available in the Fiscal Year 2025-26 Capital Improvement Plan Budget. Expenditures with McCarthy Building Companies, Inc., are not to exceed $8,000,000 over the entire term of the agreement. Expenditures beyond the current fiscal year are contingent on Council budget approval.

Attachments

Agreement with McCarthy Building Companies

How was the item procured: Request for Qualifications

Strategic Plan Connection:

Tier 1 Objective: Improve Asset Management



MCCARTHY BUILDING COMPANIES, INC.

JOB ORDER MASTER CONTRACT

CONTRACT NO.

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JOB ORDER MASTER CONTRACT

This Job Order Master Contract ("Contract") is entered into and effective between City of Glendale, an Arizona municipal corporation ("City") and McCarthy Building Companies, Inc., a Missouri Corporation, ("Contractor") as of the 28 day of April , 2026 ("Effective Date").

CITY and CONTRACTOR agree as follows:

Article I. PARTICIPANTS AND JOB ORDER CONTRACTING AGREEMENT

Section 1.01 PARTIES

CITY: City of Glendale
Project Manager: John Murphey
Address: 5850 W. Glendale Ave., Glendale AZ 85301
Telephone: (623) 930-2659
E-mail: JMurphey@Glendaleaz.com

CONTRACTOR: McCarthy Building Companies, Inc.
Project Manager: Ben Perpich
Address: 6225 N. 24th Street, Ste. 125, Phoenix, AZ 85016
Arizona ROC No.: 080910A & 080911 B-01
Telephone: (602) 509-6369
E-mail: bperpich@mccarthy.com

(Prior to execution of the Contract, Contractor must provide to City's Engineering Department its Contractor's License Classification and current job appropriate insurance certificate.)

Section 1.02 OVERVIEW OF JOB ORDER CONTRACTING UNDER THIS CONTRACT

(a) This Contract establishes an indefinite delivery, indefinite quantity, Job Order Contract for such Construction services within the scope of this Contract as City may request from time to time by issuance of an individual Job Order for each Project. There will be a separate Job Order for each Project that will describe the Work to be provided by Contractor for that Project. There may be multiple Projects and therefore multiple Job Orders under this Contract.

(b) The amount to be paid by the City for the Project under each Job Order is the Contract Price for the Job Order. The Contract price includes the Contract price for the Work. The Contract Price for any Job Order may be either a Fixed Price or a Guaranteed Maximum Price (GMP), subject to the following.

(c) The Contract Price for each Job Order shall not exceed $4,000,000, including any Change Orders.

(d) The cumulative sum of the Job Orders performed by Contractor during the term of the agreement shall not exceed $8,000,000.

(e) There is no limit nor minimum on the number of Job Orders that City may issue to Contractor during any twelve (12) month term of this Contract or during the entire period this Contract is in effect.

(f) Contractor may refuse any Job Order under this Contract.

(g) This Contract does not obligate or require City to offer any Job Order Agreement to Contractor, no Contract in relation to any specific Work being entered into until a Job Order Agreement therefore has been fully executed by City and Contractor which shall enable work to begin.

Section 1.03 SCOPE OF WORK UNDER THIS JOC CONTRACT

This Contract is for a broad range of maintenance, repair and construction work on real property, or within the public right-of-way. The scope of this Contract will be to provide construction services for a broad range of City projects such as but not limited to the following:

A. The following work activities are general in nature and may be included in individual projects. The contractor shall have experience, knowledge, and the ability to accomplish work tasks related to the rehabilitation, replacement and new construction activities of water, wastewater, and reclaimed water treatment facilities, wastewater lift stations, groundwater wells, PRV sites, booster pump stations and chemical feed and disinfection systems, including the following associated areas.

- Electrical, mechanical, and plumbing systems.
- SCADA, security systems and instrumentation and control.
- Asset management tables and coordination.
- Water and wastewater quality compliance.
- Close confinement conditions and requirements.
- Earthwork and landscaping.
- Traffic Control to ensure a safe environment for the public while working in the right-of-way, including the submittal and approval of traffic control plans.
- Asphalt/concrete repair or replacement of areas damaged by construction.
- Landscaping restoration of areas damaged by construction.

- Utility relocation of existing underground infrastructure and obstructions.
- Preparation of construction cost estimates.
- Preparation of Maintenance of Plant Operations (MOPO) to ensure continued operation of key facilities during construction.
- Ability to work with design professionals.
- Ability to provide preconstruction services such as construction cost estimating, constructability reviews, value engineering, and public engagement.
- Obtaining all required permits to complete the project.
- Public involvement, including public notices, attending public meetings, and maintaining construction hotlines.
- Other related functions as required.

Article II. CONTRACT DOCUMENTS

Section 2.01 CONTRACT DOCUMENTS

(a) The Contract between City and Contractor shall consist of the following Contract Documents:

(i) This Contract (including Exhibits thereto):

(ii) Supplemental General Conditions
Design and Construction Documents and Forms - City of Glendale (glendaleaz.com)

(iii) For each individual Project, the Job Order therefore, including the Exhibits thereto:

1) Standard Job Order Agreement Form
2) Scope of Work
3) Unique Insurance and/or Bond Requirements (if any);
4) Unique Government Provisions Compliance (if any).

(b) Conflicts**.** In the event of conflicts in terms between a specific Job Order, this Contract and/or the Supplemental General Conditions or appendix thereto, the specific Job Order Agreement, and then this Contract shall control.

Section 2.02 DEFINITIONS

The definitions in Section 2 of the Supplemental General Conditions apply to all the Contract Documents, including this Job Order Master Contract. Additional definitions or defined terms

applicable to all the Contract Documents for a specific Project, if any, will be included in each Job Order Agreement.

Section 2.03 JOB ORDER PROCESS

(a) When the City identifies the need for performance from a Job Order Contract, the City will issue an individual Job Order proposal request to Contractor.

(b) Within seven (7) business days of receipt of this request, the Contractor shall arrange to visit the site with the City designated representatives and arrange with the City to further scope the project.

(c) Contractor shall respond within ten (10) business days of the Job Order proposal request or site visit, whichever is later or as otherwise indicated on a case-by-case basis, by submitting Contractor's Job Order Proposal to the City representative.

(d) The City and Contractor shall enter negotiations for scope and price. Should City and Contractor fail to reach agreement during the negotiation period, the City will cancel the negotiations and request a proposal from another Job Order Contractor or solicit construction services via another means. The City agrees not to use the proposal as a bargaining tool (i.e. "bid shop") with other vendors.

(e) Upon agreement, the City will draft a Job Order Agreement. Each Job Order shall be in the form attached as Exhibit A hereto and shall not be effective or binding until fully executed by all parties.

Section 2.04 JOB ORDER PROPOSAL

(a) Contractor will not be reimbursed for any Pre-Job Order costs, including proposal preparation, attendance during negotiations, or site visits.

(b) Unless otherwise required under the terms of the Job Order proposal request, Contractor's Job Order proposal shall include the following:

(i) Contractor's Price Proposal in PDF and electronic format (as directed by the City);

(ii) A project schedule and schedule of values that reflects the costs of each work element on the schedule. The schedule must show all milestones (e.g. permits, submittals, ordering materials, demolition, work phases, closeout, and completion date, 2-year warranty affirmation);

(iii) Necessary documentation will be required to indicate that adequate scoping, layout, setup and planning to accomplish the work has been done.

(c) The City may require either a unit cost proposal or a lump sum Job Order proposal. Should the lump sum proposal methodology be accepted, the City and Contractor agree that the schedule of values is provided to demonstrate proper understanding of the project and that individual lines/items will not be added at the end of the Job Order.

(d) Direct job costs shall be based upon firm price quotes for Subcontractors on Contractors approved Subcontractor lists. To the extent possible, Contractor shall obtain firm price quotes from three (3) subcontractors for each discipline applicable to the project. Should the Contractor self-perform the work, quotes are not required.

(e) The City may reject any Subcontractor without cause. Contractor shall use the City of Glendale Subcontractor listing form.

Section 2.05 ISSUANCE OF JOB ORDER AGREEMENTS ("JOA")

(a) Upon award of a Job Order, a signed copy of the Job Order will be electronically forwarded to Contractor. Failure by Contractor receive the electronic orders shall not relieve Contractor from the obligation to complete the Work under the Job Order in accordance with the Job Order.

(b) The Project duration starts with the date on the Notice to Proceed.

Article III. PRE-CONSTRUCTION SERVICES

Section 3.01 PRE-CONSTRUCTION SERVICES

(a) Costs for Pre-Construction Services are included in Contractor's overhead Job Orders unless additional Pre-Construction Services are requested and contracted as a separate Job Order for specific Work as requested and approved by the City.

Article IV. CONSTRUCTION SERVICES

Section 4.01 GENERAL

(a) Contractor agrees at its own cost and expense, to do all work necessary and required to fully, timely and properly complete the construction of the Project in strict accordance with the Contract Documents in a good and workmanlike manner, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified, and within the Project Schedule.

(b) Contractor shall provide quality control for all work under this contract. Quality control is considered part of the required work in each job order and separate payment shall not be made for this effort.

(c) At all times relevant to this Contract and performance of the Work, Contractor shall fully comply with all Laws, Regulations, or Legal Requirements applicable to City, the Project and the Contract, including, without limitation, those set forth in the Exhibits to this Contract and each Job Order Agreement.

Section 4.02 CONTRACTOR'S PRE-CONTRACT AND PRE-WORK DELIVERABLES

(a) The Contractor will provide the Deliverables in accordance with the Supplemental General Conditions.

(b) Any additional items which Contractor must deliver to City prior to commencing the Work in the Job Order, if any, shall be set forth in the Job Order Agreement.

Section 4.03 PRE-CONSTRUCTION CONFERENCE

(a) Contractor shall attend the Pre-Construction Conference in accordance with Section 26 of the Supplemental General Conditions. Other Pre-Construction Conference requirements for a specific Job Order shall be set forth in each Job Order Agreement.

(b) The City shall issue a notice to proceed at the pre-construction conference, however, this may be waived if determined to be in the City's best interest.

Article V. CITY RESPONSIBILITIES

(a) City shall have the responsibility, and provide, where possible, as-built documents of existing facilities and site plan information.

(b) Additional services to be provided or responsibilities assumed, by City, if any, shall be listed in the Job Order Agreement.

(c) Additional information to be provided by City, if any, shall be listed in the Job Order Agreement.

Article VI. CONTRACT TIME

Section 6.01 CONTRACT TERM

This Contract has a base period of one (1) year and two (2) option or renewal periods of one (1) year each that may be exercised if it is in the best interest of City to do so. Any exercise of any option to renew this Contract beyond the base period will only be effective upon written notice from the City followed by contractor written assent within 5 business days of City notice.

Section 6.02 CONTRACT TIME FOR SPECIFIC JOB ORDERS

(a) The Contract Time for each Job Order shall start with date listed on the Notice to Proceed and end with a Letter of Acceptance (LOA), as set forth in Section 6.5 below. The Notice to Proceed will not be issued until prior approval and acceptance by City of the Job Order.

(b) The Contract Time is identified in the Job Order as the Contract Duration in terms of calendar days. Contractor agrees that it will commence performance of the Work after receiving an official NTP letter and complete the Project through Final Acceptance (Letter of Acceptance) within the Contract Time.

(c) Time is of the Essence of this Contract, and each Job Order issued hereunder, for each Project.

(d) Failure to the part of Contractor to adhere to the approved Project Schedule will be considered for cause to receive no additional Job Orders and / or any contract extensions.

Section 6.03 PROJECT SCHEDULE

The Project Schedule shall be updated and maintained throughout Contractor's performance under a Job Order in accordance with Section 28 of the Supplemental General Conditions.

(a) For job orders in excess of forty-five (45) days in duration, Contractor shall submit a Critical Path Method (CPM) schedule using Microsoft Project or equivalent software acceptable to the City.

Section 6.04 SUBSTANTIAL COMPLETION

Substantial Completion shall be achieved no later than the Substantial Completion Date set forth in the Project Schedule. Substantial Completion shall be determined in accordance with Paragraph 31.3 of the Supplemental General Conditions.

(a) Failure to complete Job Orders within the Job Order time may result in the City issuing no additional requests for Job Order proposals.

(b) Paragraphs 31.1 and 31.2 of the Supplemental General Conditions regarding liquidated damages do not apply to Job Order Agreements.

Section 6.05 FINAL ACCEPTANCE

(a) Final Acceptance will be obtained within the time period set forth in the Project Schedule.

(b) Final Acceptance will be issued pursuant to Paragraphs 31.4 and 32 of the Supplemental General Conditions.

Section 6.06 MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

(a) Subject to the provisions in Section 10.02, Contractor and City waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

(i) Damages incurred by City for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

(ii) Damages incurred by Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

(b) This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Contract.

(c) Nothing herein shall be deemed to constitute a waiver of any other remedy available to City in the event of Contractor's default under this Contact prior to full performance of the Work including, as applicable, specific performance or completion of the Work on behalf of Contractor, the cost and expense of which shall be offset against any monies then or thereafter due to Contractor (if any) and otherwise immediately reimbursed to City by Contractor.

Article VII. CONTRACT PRICE

Section 7.01 CONTRACT PRICE

(a) In exchange for Contractor's full, timely, and acceptable performance and construction of the Work under a specific Job Order, and subject to all the terms of this Contract, City will pay Contractor the Contract price, agreed to in each Job Order.

(b) The Contract Price for each Job Order is all inclusive and specifically includes all fees, costs, overhead, profit, insurance and bond premiums, and taxes of any type necessary to fully, properly and timely perform and construct the Work.

Section 7.02 COSTS

(a) For any portion of the Work which, either through this Contract, specific Job Order, Change Order or otherwise, is performed and paid for on a cost, or time and materials basis, the costs which may be reimbursed to Contractor and/or chargeable against the Contract price shall be determined as set forth in Section 32 of the Supplemental General Conditions.

Section 7.03 Section 7.03 FEE AND OVERHEAD CALCULATIONS FOR CONSTRUCTION COSTS

Overhead must be all inclusive and include all "costs of doing business". The city will not pay separately for items such as, but not limited to warranty, project closeout, home office expense, personal safety equipment, safety personnel, unless safety personnel is specifically required for the work being performed and approved by the city. The Job Order Contractor agrees to the combined overhead and profit shall be no more than shown in the following table:

CONTRACT VALUE	FEE PERCENTAGE
$0-$750,000	12%
$750,001-$2,000,000	10%
$2,000,001-$4,000,000	8%

Article VIII. PAYMENT

(a) If the Work under a specific Job Order is to be completed in less than forty-five (45), Contractor shall submit a single invoice, and payment thereon shall be made in a single lump sum payment, to the extent payment is actually and currently owed, in accordance with. A.R.S. § 34-609.

(b) If the Work under a specific Job Order is to be completed in forty-five (45) days or more, payments shall be made to Contractor monthly and in accordance with Section 32 of the Supplemental General Conditions.

Article IX. CHANGES TO THE CONTRACT

Changes to the Contract and/or Job Orders may be made in mutual agreement by the Contractor and the City.

Article X. SUSPENSION AND TERMINATION

Section 10.01 FOR CONVENIENCE

(a) City may terminate this Contract for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than fifteen (15) days following the date of delivery.

(b) Contractor will be equitably compensated any services and materials furnished prior to receipt of the termination notice and for reasonable costs incurred.

(c) Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with Project closeout and delivery of the required items to the City.

Section 10.02 FOR CAUSE

(a) City may terminate this Contract for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

(b) Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages.

(c) If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages more than $2,000,000 or the amount of this Contract, whichever is greater.

Article XI. INSURANCE AND BONDS

(a) Contractor shall provide insurance as provided on the Exhibits attached hereto, and such additional insurance as may be applicable under each Job Order Agreement. Contractor shall provide proof of such insurance and all required endorsements in forms acceptable to City prior to commencing any Work under this Contract.

(b) Contractor shall provide performance and payment bonds to City, in accordance with A.R.S. § 34.610(A), to cover Job Orders issued under this Contract, for the full amount of each Job Order Agreement, however, this may be waived if determined to be in the City’s best interest.

(c) Failure to provide proof of insurance and the required endorsements (including a current insurance Certificate of Liability, Section 11.01), or the required bonds, in forms acceptable to City will be a material breach and grounds for termination for cause of this specific Job Order and/or this Contract.

Section 11.01 INSURANCE REQUIREMENTS

The City only accepts the most recent version of ACORD® Certificate of Liability Insurance form with additional insured endorsements. The Builder’s Risk policy (if required) and the Owners and Contractors Protective Liability (OCP) policy shall remain in effect during construction through the date of project Final Acceptance. The remainder of the insurance policies shall remain in effect during construction and through the one-year warranty period that follows project Final Acceptance, unless otherwise specified in contract documents. Proof of all required coverage(s) shall be provided by the Contractor.

Commercial General Liability Policy forms must include:

(a) Premises and Operations coverage with no explosion, collapse or underground damage (XCU) exclusions;

(b) Products and Completed Operations coverage. Contractor agrees to maintain this coverage for a minimum of ten (10) years following completion of the Contractor Work and to continue to name City as an Additional Insured for the entire 10-year period;

(c) Blanket contractual coverage for the indemnity/hold harmless agreements assumed in this Subcontract and in the Prime Contract. Any Employee Exclusion will be deleted;

(d) Broad Form Property Damage coverage, including completed operations or its equivalent;

(e) An endorsement in a form acceptable to the City, naming City, any other party required to be named as an additional insured under the Contract Documents, and any other parties in interest as Additional Insured(s) under the coverage specified under Commercial General Liability. Any form that does not grant additional insured status for both the ongoing operations and products/completed operations coverages IS NOT ACCEPTABLE;

(f) An endorsement in a form acceptable to the City, stating: "Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and noncontributory except for any builder's risk property insurance coverage that may be purchased and maintained by City in connection with the Project, any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy;"

(g) Coverage SHALL BE on an "Occurrence" form. **"Claims Made"** and **"Modified Occurrence"** forms are not acceptable;

(h) Coverage to include general aggregate limits on a "per project" basis;

1) Workers' Compensation (required for both Contractors):

a) Coverage A. Statutory Benefits Coverage B. Employer's Liability
b) Bodily Injury by accident: $2,000,000 each accident
c) Bodily Injury by disease: $2,000,000 policy limit
d) Bodily Injury by disease: $2,000,000 each employee

2) Commercial Auto Coverage (required for Contractors):

a) Auto Liability limits of not less than $2,000,000 Combined Single Limit (Each Accident), combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto, All Owned, Scheduled, Hired, or Non-Owned."

3) Commercial General Liability (required for both Contractors):

a)	Each Occurrence Limit:	$2,000,000
b)	Personal Injury/Advertising Injury Limit:	$2,000,000
c)	Products/Completed Operations Aggregate Limit:	$4,000,000
d)	General Aggregate Limit: (other than Products/Completed Operations)	$2,000,000

4) Excess Liability:

Umbrella or Excess Liability may be used to satisfy the above Auto and General Liability coverage requirements and limits to reach a total combined limit of:

Auto:	Amount sufficient to cover difference in limits when compared to minimum coverage required.
Each Occurrence:	Amount sufficient to cover difference in limits when compared to minimum coverage required.
Aggregate:	Amount sufficient to cover difference in limits when compared to minimum coverage required.

5) Builders Risk (if required, will be required for Contractors only):

a) Contractor shall include in its Cost Proposal the cost to obtain builders risk or “all risk” or equivalent policy form coverage in the amount of the initial Construction Costs (Hard Costs). This required insurance coverage is required on projects that are typically outside the public rights-of-way whereby the City is constructing or modifying a public building.

b) The City may, at the City’s sole option, purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builders risk "all-risk" or equivalent policy form in the amount of the initial Construction Costs (Hard Costs), plus value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis.

c) This insurance shall include interests of the City, Contractor and its subcontractors in the Project, and shall include, without limitation, insurance against the perils of fire and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements.

d) City shall bear the responsibility for the deductible for such coverage when a loss affects the Work, provided, however, to the extent such loss is attributable to the negligent or wrongful acts or omissions of Contractor or someone for whom Contractor is responsible, Contractor shall bear the responsibility of the deductible. Such property insurance will not cover any tools or equipment owned or rented by Contractor that will not be incorporated into the Project, including trailers, excavators, scaffoldings, or forms. Contractor is responsible for providing insurance coverage for such items.

6) Owners and Contractors Liability Policy (OCP) (required for Contractors only):

a) Owners and Contractors Liability Policy: Prior to the execution of the Contract the Contractor shall provide a separate policy of insurance in the amount of $2,000,000, per occurrence, at its sole cost and expense, naming the City of Glendale, a Municipal Corporation and all its agents, representatives, officers, directors, officials and employees as the insured. The Policy shall be primary and not contributory to any insurance or self-insurance maintained by the City of Glendale and shall remain in effect through date of Final Acceptance.

7) Other Requirements:

a) If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

b) All policies must be written by insurance companies whose rating, in the most recent AM Best's Rating Guide, is not less than A-VII. All coverage forms must be acceptable to City.

c) ACORD® Certificate of Liability Insurance form with the required endorsements evidencing the required coverages must be PROVIDED to the City prior to commencement of any Work. Failure of City to demand such certificate or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. City shall have the right, but not the obligation, to prohibit Contractor or any of its subcontractors from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by City.

d) The policies shall provide waivers of subrogation by endorsement or otherwise in favor of the City. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay for the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

e) The following policies shall include Waiver of Subrogation endorsements:

   i) Workers' Compensation

f) The following policies shall include Additional Insured endorsements:

   i) Commercial Auto Coverage
   ii) Commercial General Liability
   iii) Excess Liability
   iv) Builders Risk, and as loss payee

g) Contractor shall be responsible for satisfying any deductible or self-insured retention with respect to any of the coverages required by the Contract Documents to be provided by Contractor.

h) City reserves the right, in its sole discretion, to require higher limits of liability coverage if, in City's opinion, operations by or on behalf of Contractor create higher than normal hazards and, to require Contractor to name additional parties in interest to be Additional Insureds.

i) In the event that rental of equipment is undertaken by Contractor or any Subcontractor to complete and/or perform the Work, Contractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to protection against theft, fire, vandalism and use by unauthorized persons.

j) In the event that materials or any other type of personal property ("personal property") is acquired for the Project or delivered to the Project site, Contractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to protection against theft, fire, vandalism and use by unauthorized persons.

k) If City elects to utilize an Owner Controlled Insurance Program ("OCIP") which provides coverage for the Work, the Contractor shall comply with all provisions of any such OCIP.

l) Any additional provisions specific to the Project are attached. In the event of any conflict between the attached terms and the terms of this Exhibit, Contractor shall comply with the more stringent provisions.

m) If a policy does expire, a renewal certificate of the required coverage shall be sent to the City of Glendale not less than five (5) days prior to the expiration date or, if a policy is to be cancelled, changed or not renewed, a proper notice of such action shall be sent to the City not less than ten (10) days prior to any such action by the insurance company.

NOTICES SHALL BE SENT TO:

City of Glendale
Engineering Department
5850 W. Glendale Avenue
Glendale, AZ 85301

Article XII. INDEMNIFICATION

(a) To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Subcontractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.

(b) This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

(c) Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

Article XIII. DISPUTE RESOLUTION

Section 13.01 DISPUTES

(a) Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost effective manner.

(b) Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.

(c) Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.

(d) Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.

(i) The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;

(ii) The parties' senior managers will meet within ten (10) business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and

(iii) The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

Section 13.02 ARBITRATION

(a) Rules. If the parties are unable to resolve the Dispute by negotiation within thirty (30) days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.

(i) The parties will exercise best efforts to select an arbitrator within five (5) business days after agreement for arbitration. The parties will equally share the fees and costs incurred in the selection of the arbitrator.

(ii) The arbitrator selected must be an attorney with at least fifteen (15) years experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.

(b) Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

(c) Hearing. The arbitration hearing will be held within ninety (90) days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

(d) Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

(e) Final Decision. The Arbitrator's decision should be rendered within fifteen (15) days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

(f) Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

Section 13.03 SERVICES TO CONTINUE PENDING DISPUTE

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

Section 13.04 EXCEPTIONS

(a) Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, crossclaim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.

(b) Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

(c) Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

Article XIV. MISCELLANEOUS PROVISIONS

Section 14.01 MISCELLANEOUS PROVISIONS

(a) The miscellaneous provisions set forth in Section 14 of the Supplemental General Conditions shall apply to the Contract.

Section 14.02 PERFORMANCE MEASUREMENT

(a) Contractor's performance under each individual Job Order and this Contract shall be evaluated under the following measures:

(i) Quality of work performed
(ii) Conformance with contract and/or job order
(iii) Timely and complete communication
(iv) Safety record

(b) Failure to maintain a good performance record may result in the City no longer requesting Job Order proposals or extending the term of the Contract.

Section 14.03 COOPERATIVE USE OF CONTRACT

(a) This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: http://www.mesaaz.gov/business/purchasing/save.

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Article XV. SIGNATURE PAGE

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

City of Glendale,
an Arizona municipal corporation

_____
By: Patrick S. Banger
Its: City Manager

ATTEST:

_____
Julie K. Bower (Seal)
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

McCarthy Building Companies, Inc.
A Missouri Corporation

_____
By: Ben Perpich
Its: Account Manager

Article XVI. EXHIBITS

Section 16.01 STANDARD JOB ORDER AGREEMENT FORM

Project Names: _____
Job Order Contract No.: _____ Project No.: _____
THIS JOB ORDER is made and entered into on the ___ day of_____, 20 ___, by and between the City of Glendale, an Arizona municipal corporation ("City") and the "Contractor" designated below. This Job Order is entered into pursuant to and incorporates herein the terms and provisions of the Job Order Master Contract. This Job Order, including all of the Contract Documents and Exhibits, shall be the Contract between the parties for the Work.
City and Contractor agree as follows:
CITY: City of Glendale
Project Manager:
Telephone:
E-mail:

CONTRACTOR: (Name)
(Address)
Arizona ROC No.:
Contractor Representative:
Telephone:
E-mail:

PROJECT DESCRIPTION:

PROJECT SITE ADDRESS/LOCATION:

SCOPE OF WORK: Attached Exhibit A

JOB ORDER DURATION:___ (Calendar Days)
JOB ORDER PRICE FOR WORK: Guaranteed Maximum Price/GMP of $_____.
SUBSTANTIAL COMPLETION: ☐APPLIES ☐DOES NOT APPLY
Substantial Completion shall be achieved no later than the Substantial Completion Date set forth in the Project Schedule. Substantial Completion shall be determined in accordance with Section 6.3 of the General Conditions.
ADDITIONAL GOVERNMENT PROVISIONS: ☐APPLIES AND IS ATTACHED ☐DOES NOT APPLY
The parties hereto have executed this Job Order through their duly authorized representatives and bind their respective entities as of the effective date.

"CITY"
CITY OF GLENDALE

Signature _____

Name_____ Title_____

"CONTRACTOR"
COMPANY NAME

Signature _____

Name_____ Title _____

SAMPLE

AGENDA ITEM: 10.

CITY COUNCIL REPORT

MEETING DATE: 05/12/2026
SUBMITTED FOR: John Murphey, Administrator
DEPARTMENT: Engineering

Subject

AUTHORIZATION TO ENTER INTO A JOB ORDER MASTER CONTRACT WITH MGC CONTRACTORS, INC., FOR WATER AND WASTEWATER TREATMENT FACILITIES CONTRACTING SERVICES
Presented by: Djordje Pavlovic, P.E., Director, Engineering

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Job Order Master Contract with MGC Contractors, Inc., for Water and Wastewater Treatment Facilities Contracting Services in an amount not to exceed $8,000,000, and to authorize the City Manager, at the City Manager's discretion, to extend the Agreement for two (2) additional one-year terms. The initial term of the agreement is one year.

Background

Water and Wastewater Treatment Facilities Job Order Contracting Services provides for the rehabilitation and maintenance of water, wastewater, and reclaimed water treatment facilities located on city-owned property and within public right of way easements. Additionally, work may also take place on ancillary facilities within other city-owned properties.

Analysis

The Engineering Department advertised a Request for Qualifications in January 2026 to establish a Job Order Contract for indefinite delivery and indefinite quantity for various projects related to water and wastewater treatment facilities. The JOC contract period will be for an initial term of one (1) year with an option to renew two (2) one-year extensions for a maximum duration of three (3) years. The option to extend will be exercised based on the contractor's successful performance, needs of the City and the mutual agreement of both parties. During the term of the contract, work shall be conducted as a series of individual Job Orders. The maximum dollar amount per job order is $4,000,000 and the total amount the job order agreements can reach is $8,000,000.

Ten responses were received and evaluated, with five (5) firms being selected to receive contracts to provide the required services. MGC Contractors, Inc., was one of the selected firms.

Community Benefit/Public Involvement

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

Fiscal Impact

Fiscal Year:	FY2025-26
Fiscal Year Amount Requested:	$2,000,000
Budgeted Y/N?:	Y
Account:	Various
Transfer Required? Y/N:	N

If Yes, what account will be used?:

Budget and Financial Impacts:

Project funding is available in the Fiscal Year 2025-26 Capital Improvement Plan Budget. Expenditures with MGC Contractors, Inc., are not to exceed $8,000,000 over the entire term of the agreement. Expenditures beyond the current fiscal year are contingent on Council budget approval.

Attachments

Agreement with MGC Contractors Inc

How was the item procured: Request for Qualifications

Strategic Plan Connection:

Tier 1 Objective: Improve Asset Management

MGC CONTRACTORS, INC.

JOB ORDER MASTER CONTRACT

CONTRACT NO.

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JOB ORDER MASTER CONTRACT

This Job Order Master Contract ("Contract") is entered into and effective between City of Glendale, an Arizona municipal corporation ("City") and MGC Contractors, Inc., an Arizona Company, ("Contractor") as of the 28 day of April , 2026 ("Effective Date").

CITY and CONTRACTOR agree as follows:

Article I. PARTICIPANTS AND JOB ORDER CONTRACTING AGREEMENT

Section 1.01 PARTIES

CITY: City of Glendale
Project Manager: John Murphey
Address: 5850 W. Glendale Ave., Glendale AZ 85301
Telephone: (623) 930-2659
E-mail: JMurphey@Glendaleaz.com

CONTRACTOR: MGC Contractors, Inc.
Project Manager: Scott Whitley
Address: 4110 E. Elwood St. Phoenix, AZ 85040
Arizona ROC No.: 069949A & 071441 B-1
Telephone: (602) 437-5000
E-mail: swhitley@mgccontractors.com

(Prior to execution of the Contract, Contractor must provide to City's Engineering Department its Contractor's License Classification and current job appropriate insurance certificate.)

Section 1.02 OVERVIEW OF JOB ORDER CONTRACTING UNDER THIS CONTRACT

(a) This Contract establishes an indefinite delivery, indefinite quantity, Job Order Contract for such Construction services within the scope of this Contract as City may request from time to time by issuance of an individual Job Order for each Project. There will be a separate Job Order for each Project that will describe the Work to be provided by Contractor for that Project. There may be multiple Projects and therefore multiple Job Orders under this Contract.

(b) The amount to be paid by the City for the Project under each Job Order is the Contract Price for the Job Order. The Contract price includes the Contract price for the Work. The Contract Price for any Job Order may be either a Fixed Price or a Guaranteed Maximum Price (GMP), subject to the following.

(c) The Contract Price for each Job Order shall not exceed $4,000,000, including any Change Orders.

(d) The cumulative sum of the Job Orders performed by Contractor during the term of the agreement shall not exceed $8,000,000.

(e) There is no limit nor minimum on the number of Job Orders that City may issue to Contractor during any twelve (12) month term of this Contract or during the entire period this Contract is in effect.

(f) Contractor may refuse any Job Order under this Contract.

(g) This Contract does not obligate or require City to offer any Job Order Agreement to Contractor, no Contract in relation to any specific Work being entered into until a Job Order Agreement therefore has been fully executed by City and Contractor which shall enable work to begin.

Section 1.03 SCOPE OF WORK UNDER THIS JOC CONTRACT

This Contract is for a broad range of maintenance, repair and construction work on real property, or within the public right-of-way. The scope of this Contract will be to provide construction services for a broad range of City projects such as but not limited to the following:

A. The following work activities are general in nature and may be included in individual projects. The contractor shall have experience, knowledge, and the ability to accomplish work tasks related to the rehabilitation, replacement and new construction activities of water, wastewater, and reclaimed water treatment facilities, wastewater lift stations, groundwater wells, PRV sites, booster pump stations and chemical feed and disinfection systems, including the following associated areas.

- Electrical, mechanical, and plumbing systems.
- SCADA, security systems and instrumentation and control.
- Asset management tables and coordination.
- Water and wastewater quality compliance.
- Close confinement conditions and requirements.
- Earthwork and landscaping.
- Traffic Control to ensure a safe environment for the public while working in the right-of-way, including the submittal and approval of traffic control plans.
- Asphalt/concrete repair or replacement of areas damaged by construction.
- Landscaping restoration of areas damaged by construction.

- Utility relocation of existing underground infrastructure and obstructions.
- Preparation of construction cost estimates.
- Preparation of Maintenance of Plant Operations (MOPO) to ensure continued operation of key facilities during construction.
- Ability to work with design professionals.
- Ability to provide preconstruction services such as construction cost estimating, constructability reviews, value engineering, and public engagement.
- Obtaining all required permits to complete the project.
- Public involvement, including public notices, attending public meetings, and maintaining construction hotlines.
- Other related functions as required.

Article II. CONTRACT DOCUMENTS

Section 2.01 CONTRACT DOCUMENTS

(a) The Contract between City and Contractor shall consist of the following Contract Documents:

(i) This Contract (including Exhibits thereto):

(ii) Supplemental General Conditions
Design and Construction Documents and Forms - City of Glendale (glendaleaz.com)

(iii) For each individual Project, the Job Order therefore, including the Exhibits thereto:

1) Standard Job Order Agreement Form
2) Scope of Work
3) Unique Insurance and/or Bond Requirements (if any);
4) Unique Government Provisions Compliance (if any).

(b) Conflicts**.** In the event of conflicts in terms between a specific Job Order, this Contract and/or the Supplemental General Conditions or appendix thereto, the specific Job Order Agreement, and then this Contract shall control.

Section 2.02 DEFINITIONS

The definitions in Section 2 of the Supplemental General Conditions apply to all the Contract Documents, including this Job Order Master Contract. Additional definitions or defined terms

applicable to all the Contract Documents for a specific Project, if any, will be included in each Job Order Agreement.

Section 2.03 JOB ORDER PROCESS

(a) When the City identifies the need for performance from a Job Order Contract, the City will issue an individual Job Order proposal request to Contractor.

(b) Within seven (7) business days of receipt of this request, the Contractor shall arrange to visit the site with the City designated representatives and arrange with the City to further scope the project.

(c) Contractor shall respond within ten (10) business days of the Job Order proposal request or site visit, whichever is later or as otherwise indicated on a case-by-case basis, by submitting Contractor's Job Order Proposal to the City representative.

(d) The City and Contractor shall enter negotiations for scope and price. Should City and Contractor fail to reach agreement during the negotiation period, the City will cancel the negotiations and request a proposal from another Job Order Contractor or solicit construction services via another means. The City agrees not to use the proposal as a bargaining tool (i.e. "bid shop") with other vendors.

(e) Upon agreement, the City will draft a Job Order Agreement. Each Job Order shall be in the form attached as Exhibit A hereto and shall not be effective or binding until fully executed by all parties.

Section 2.04 JOB ORDER PROPOSAL

(a) Contractor will not be reimbursed for any Pre-Job Order costs, including proposal preparation, attendance during negotiations, or site visits.

(b) Unless otherwise required under the terms of the Job Order proposal request, Contractor's Job Order proposal shall include the following:

(i) Contractor's Price Proposal in PDF and electronic format (as directed by the City);

(ii) A project schedule and schedule of values that reflects the costs of each work element on the schedule. The schedule must show all milestones (e.g. permits, submittals, ordering materials, demolition, work phases, closeout, and completion date, 2-year warranty affirmation);

(iii) Necessary documentation will be required to indicate that adequate scoping, layout, setup and planning to accomplish the work has been done.

(c) The City may require either a unit cost proposal or a lump sum Job Order proposal. Should the lump sum proposal methodology be accepted, the City and Contractor agree that the schedule of values is provided to demonstrate proper understanding of the project and that individual lines/items will not be added at the end of the Job Order.

(d) Direct job costs shall be based upon firm price quotes for Subcontractors on Contractors approved Subcontractor lists. To the extent possible, Contractor shall obtain firm price quotes from three (3) subcontractors for each discipline applicable to the project. Should the Contractor self-perform the work, quotes are not required.

(e) The City may reject any Subcontractor without cause. Contractor shall use the City of Glendale Subcontractor listing form.

Section 2.05 ISSUANCE OF JOB ORDER AGREEMENTS ("JOA")

(a) Upon award of a Job Order, a signed copy of the Job Order will be electronically forwarded to Contractor. Failure by Contractor receive the electronic orders shall not relieve Contractor from the obligation to complete the Work under the Job Order in accordance with the Job Order.

(b) The Project duration starts with the date on the Notice to Proceed.

Article III. PRE-CONSTRUCTION SERVICES

Section 3.01 PRE-CONSTRUCTION SERVICES

(a) Costs for Pre-Construction Services are included in Contractor's overhead Job Orders unless additional Pre-Construction Services are requested and contracted as a separate Job Order for specific Work as requested and approved by the City.

Article IV. CONSTRUCTION SERVICES

Section 4.01 GENERAL

(a) Contractor agrees at its own cost and expense, to do all work necessary and required to fully, timely and properly complete the construction of the Project in strict accordance with the Contract Documents in a good and workmanlike manner, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified, and within the Project Schedule.

(b) Contractor shall provide quality control for all work under this contract. Quality control is considered part of the required work in each job order and separate payment shall not be made for this effort.

(c) At all times relevant to this Contract and performance of the Work, Contractor shall fully comply with all Laws, Regulations, or Legal Requirements applicable to City, the Project and the Contract, including, without limitation, those set forth in the Exhibits to this Contract and each Job Order Agreement.

Section 4.02 CONTRACTOR'S PRE-CONTRACT AND PRE-WORK DELIVERABLES

(a) The Contractor will provide the Deliverables in accordance with the Supplemental General Conditions.

(b) Any additional items which Contractor must deliver to City prior to commencing the Work in the Job Order, if any, shall be set forth in the Job Order Agreement.

Section 4.03 PRE-CONSTRUCTION CONFERENCE

(a) Contractor shall attend the Pre-Construction Conference in accordance with Section 26 of the Supplemental General Conditions. Other Pre-Construction Conference requirements for a specific Job Order shall be set forth in each Job Order Agreement.

(b) The City shall issue a notice to proceed at the pre-construction conference, however, this may be waived if determined to be in the City's best interest.

Article V. CITY RESPONSIBILITIES

(a) City shall have the responsibility, and provide, where possible, as-built documents of existing facilities and site plan information.

(b) Additional services to be provided or responsibilities assumed, by City, if any, shall be listed in the Job Order Agreement.

(c) Additional information to be provided by City, if any, shall be listed in the Job Order Agreement.

Article VI. CONTRACT TIME

Section 6.01 CONTRACT TERM

This Contract has a base period of one (1) year and two (2) option or renewal periods of one (1) year each that may be exercised if it is in the best interest of City to do so. Any exercise of any option to renew this Contract beyond the base period will only be effective upon written notice from the City followed by contractor written assent within 5 business days of City notice.

Section 6.02 CONTRACT TIME FOR SPECIFIC JOB ORDERS

(a) The Contract Time for each Job Order shall start with date listed on the Notice to Proceed and end with a Letter of Acceptance (LOA), as set forth in Section 6.5 below. The Notice to Proceed will not be issued until prior approval and acceptance by City of the Job Order.

(b) The Contract Time is identified in the Job Order as the Contract Duration in terms of calendar days. Contractor agrees that it will commence performance of the Work after receiving an official NTP letter and complete the Project through Final Acceptance (Letter of Acceptance) within the Contract Time.

(c) Time is of the Essence of this Contract, and each Job Order issued hereunder, for each Project.

(d) Failure to the part of Contractor to adhere to the approved Project Schedule will be considered for cause to receive no additional Job Orders and / or any contract extensions.

Section 6.03 PROJECT SCHEDULE

The Project Schedule shall be updated and maintained throughout Contractor's performance under a Job Order in accordance with Section 28 of the Supplemental General Conditions.

(a) For job orders in excess of forty-five (45) days in duration, Contractor shall submit a Critical Path Method (CPM) schedule using Microsoft Project or equivalent software acceptable to the City.

Section 6.04 SUBSTANTIAL COMPLETION

Substantial Completion shall be achieved no later than the Substantial Completion Date set forth in the Project Schedule. Substantial Completion shall be determined in accordance with Paragraph 31.3 of the Supplemental General Conditions.

(a) Failure to complete Job Orders within the Job Order time may result in the City issuing no additional requests for Job Order proposals.

(b) Paragraphs 31.1 and 31.2 of the Supplemental General Conditions regarding liquidated damages do not apply to Job Order Agreements.

Section 6.05 FINAL ACCEPTANCE

(a) Final Acceptance will be obtained within the time period set forth in the Project Schedule.

(b) Final Acceptance will be issued pursuant to Paragraphs 31.4 and 32 of the Supplemental General Conditions.

Section 6.06 MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

(a) Subject to the provisions in Section 10.02, Contractor and City waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

(i) Damages incurred by City for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

(ii) Damages incurred by Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

(b) This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Contract.

(c) Nothing herein shall be deemed to constitute a waiver of any other remedy available to City in the event of Contractor's default under this Contact prior to full performance of the Work including, as applicable, specific performance or completion of the Work on behalf of Contractor, the cost and expense of which shall be offset against any monies then or thereafter due to Contractor (if any) and otherwise immediately reimbursed to City by Contractor.

Article VII. CONTRACT PRICE

Section 7.01 CONTRACT PRICE

(a) In exchange for Contractor's full, timely, and acceptable performance and construction of the Work under a specific Job Order, and subject to all the terms of this Contract, City will pay Contractor the Contract price, agreed to in each Job Order.

(b) The Contract Price for each Job Order is all inclusive and specifically includes all fees, costs, overhead, profit, insurance and bond premiums, and taxes of any type necessary to fully, properly and timely perform and construct the Work.

Section 7.02 COSTS

(a) For any portion of the Work which, either through this Contract, specific Job Order, Change Order or otherwise, is performed and paid for on a cost, or time and materials basis, the costs which may be reimbursed to Contractor and/or chargeable against the Contract price shall be determined as set forth in Section 32 of the Supplemental General Conditions.

Section 7.03 Section 7.03 FEE AND OVERHEAD CALCULATIONS FOR CONSTRUCTION COSTS

Overhead must be all inclusive and include all "costs of doing business". The city will not pay separately for items such as, but not limited to warranty, project closeout, home office expense, personal safety equipment, safety personnel, unless safety personnel is specifically required for the work being performed and approved by the city. The Job Order Contractor agrees to the combined overhead and profit shall be no more than shown in the following table:

CONTRACT VALUE	FEE PERCENTAGE
$0-$750,000	12%
$750,001-$2,000,000	10%
$2,000,001-$4,000,000	8%

Article VIII. PAYMENT

(a) If the Work under a specific Job Order is to be completed in less than forty-five (45), Contractor shall submit a single invoice, and payment thereon shall be made in a single lump sum payment, to the extent payment is actually and currently owed, in accordance with. A.R.S. § 34-609.

(b) If the Work under a specific Job Order is to be completed in forty-five (45) days or more, payments shall be made to Contractor monthly and in accordance with Section 32 of the Supplemental General Conditions.

Article IX. CHANGES TO THE CONTRACT

Changes to the Contract and/or Job Orders may be made in mutual agreement by the Contractor and the City.

Article X. SUSPENSION AND TERMINATION

Section 10.01 FOR CONVENIENCE

(a) City may terminate this Contract for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than fifteen (15) days following the date of delivery.

(b) Contractor will be equitably compensated any services and materials furnished prior to receipt of the termination notice and for reasonable costs incurred.

(c) Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with Project closeout and delivery of the required items to the City.

Section 10.02 FOR CAUSE

(a) City may terminate this Contract for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

(b) Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages.

(c) If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages more than $2,000,000 or the amount of this Contract, whichever is greater.

Article XI. INSURANCE AND BONDS

(a) Contractor shall provide insurance as provided on the Exhibits attached hereto, and such additional insurance as may be applicable under each Job Order Agreement. Contractor shall provide proof of such insurance and all required endorsements in forms acceptable to City prior to commencing any Work under this Contract.

(b) Contractor shall provide performance and payment bonds to City, in accordance with A.R.S. § 34.610(A), to cover Job Orders issued under this Contract, for the full amount of each Job Order Agreement, however, this may be waived if determined to be in the City’s best interest.

(c) Failure to provide proof of insurance and the required endorsements (including a current insurance Certificate of Liability, Section 11.01), or the required bonds, in forms acceptable to City will be a material breach and grounds for termination for cause of this specific Job Order and/or this Contract.

Section 11.01 INSURANCE REQUIREMENTS

The City only accepts the most recent version of ACORD® Certificate of Liability Insurance form with additional insured endorsements. The Builder’s Risk policy (if required) and the Owners and Contractors Protective Liability (OCP) policy shall remain in effect during construction through the date of project Final Acceptance. The remainder of the insurance policies shall remain in effect during construction and through the one-year warranty period that follows project Final Acceptance, unless otherwise specified in contract documents. Proof of all required coverage(s) shall be provided by the Contractor.

Commercial General Liability Policy forms must include:

(a) Premises and Operations coverage with no explosion, collapse or underground damage (XCU) exclusions;

(b) Products and Completed Operations coverage. Contractor agrees to maintain this coverage for a minimum of ten (10) years following completion of the Contractor Work and to continue to name City as an Additional Insured for the entire 10-year period;

(c) Blanket contractual coverage for the indemnity/hold harmless agreements assumed in this Subcontract and in the Prime Contract. Any Employee Exclusion will be deleted;

(d) Broad Form Property Damage coverage, including completed operations or its equivalent;

(e) An endorsement in a form acceptable to the City, naming City, any other party required to be named as an additional insured under the Contract Documents, and any other parties in interest as Additional Insured(s) under the coverage specified under Commercial General Liability. Any form that does not grant additional insured status for both the ongoing operations and products/completed operations coverages IS NOT ACCEPTABLE;

(f) An endorsement in a form acceptable to the City, stating: "Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and noncontributory except for any builder's risk property insurance coverage that may be purchased and maintained by City in connection with the Project, any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy;"

(g) Coverage SHALL BE on an "Occurrence" form. **"Claims Made"** and **"Modified Occurrence"** forms are not acceptable;

(h) Coverage to include general aggregate limits on a "per project" basis;

1) Workers' Compensation (required for both Contractors):

a) Coverage A. Statutory Benefits Coverage B. Employer's Liability
b) Bodily Injury by accident: $2,000,000 each accident
c) Bodily Injury by disease: $2,000,000 policy limit
d) Bodily Injury by disease: $2,000,000 each employee

2) Commercial Auto Coverage (required for Contractors):

a) Auto Liability limits of not less than $2,000,000 Combined Single Limit (Each Accident), combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto, All Owned, Scheduled, Hired, or Non-Owned."

3) Commercial General Liability (required for both Contractors):

a)	Each Occurrence Limit:	$2,000,000
b)	Personal Injury/Advertising Injury Limit:	$2,000,000
c)	Products/Completed Operations Aggregate Limit:	$4,000,000
d)	General Aggregate Limit: (other than Products/Completed Operations)	$2,000,000

4) Excess Liability:

Umbrella or Excess Liability may be used to satisfy the above Auto and General Liability coverage requirements and limits to reach a total combined limit of:

Auto:	Amount sufficient to cover difference in limits when compared to minimum coverage required.
Each Occurrence:	Amount sufficient to cover difference in limits when compared to minimum coverage required.
Aggregate:	Amount sufficient to cover difference in limits when compared to minimum coverage required.

5) Builders Risk (if required, will be required for Contractors only):

a) Contractor shall include in its Cost Proposal the cost to obtain builders risk or “all risk” or equivalent policy form coverage in the amount of the initial Construction Costs (Hard Costs). This required insurance coverage is required on projects that are typically outside the public rights-of-way whereby the City is constructing or modifying a public building.

b) The City may, at the City’s sole option, purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builders risk "all-risk" or equivalent policy form in the amount of the initial Construction Costs (Hard Costs), plus value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis.

c) This insurance shall include interests of the City, Contractor and its subcontractors in the Project, and shall include, without limitation, insurance against the perils of fire and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements.

d) City shall bear the responsibility for the deductible for such coverage when a loss affects the Work, provided, however, to the extent such loss is attributable to the negligent or wrongful acts or omissions of Contractor or someone for whom Contractor is responsible, Contractor shall bear the responsibility of the deductible. Such property insurance will not cover any tools or equipment owned or rented by Contractor that will not be incorporated into the Project, including trailers, excavators, scaffoldings, or forms. Contractor is responsible for providing insurance coverage for such items.

6) Owners and Contractors Liability Policy (OCP) (required for Contractors only):

a) Owners and Contractors Liability Policy: Prior to the execution of the Contract the Contractor shall provide a separate policy of insurance in the amount of $2,000,000, per occurrence, at its sole cost and expense, naming the City of Glendale, a Municipal Corporation and all its agents, representatives, officers, directors, officials and employees as the insured. The Policy shall be primary and not contributory to any insurance or self-insurance maintained by the City of Glendale and shall remain in effect through date of Final Acceptance.

7) Other Requirements:

a) If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

b) All policies must be written by insurance companies whose rating, in the most recent AM Best's Rating Guide, is not less than A-VII. All coverage forms must be acceptable to City.

c) ACORD® Certificate of Liability Insurance form with the required endorsements evidencing the required coverages must be PROVIDED to the City prior to commencement of any Work. Failure of City to demand such certificate or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. City shall have the right, but not the obligation, to prohibit Contractor or any of its subcontractors from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by City.

d) The policies shall provide waivers of subrogation by endorsement or otherwise in favor of the City. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay for the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

e) The following policies shall include Waiver of Subrogation endorsements:

   i) Workers' Compensation

f) The following policies shall include Additional Insured endorsements:

   i) Commercial Auto Coverage
   ii) Commercial General Liability
   iii) Excess Liability
   iv) Builders Risk, and as loss payee

g) Contractor shall be responsible for satisfying any deductible or self-insured retention with respect to any of the coverages required by the Contract Documents to be provided by Contractor.

h) City reserves the right, in its sole discretion, to require higher limits of liability coverage if, in City's opinion, operations by or on behalf of Contractor create higher than normal hazards and, to require Contractor to name additional parties in interest to be Additional Insureds.

i) In the event that rental of equipment is undertaken by Contractor or any Subcontractor to complete and/or perform the Work, Contractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to protection against theft, fire, vandalism and use by unauthorized persons.

j) In the event that materials or any other type of personal property ("personal property") is acquired for the Project or delivered to the Project site, Contractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to protection against theft, fire, vandalism and use by unauthorized persons.

k) If City elects to utilize an Owner Controlled Insurance Program ("OCIP") which provides coverage for the Work, the Contractor shall comply with all provisions of any such OCIP.

l) Any additional provisions specific to the Project are attached. In the event of any conflict between the attached terms and the terms of this Exhibit, Contractor shall comply with the more stringent provisions.

m) If a policy does expire, a renewal certificate of the required coverage shall be sent to the City of Glendale not less than five (5) days prior to the expiration date or, if a policy is to be cancelled, changed or not renewed, a proper notice of such action shall be sent to the City not less than ten (10) days prior to any such action by the insurance company.

NOTICES SHALL BE SENT TO:

City of Glendale
Engineering Department
5850 W. Glendale Avenue
Glendale, AZ 85301

Article XII. INDEMNIFICATION

(a) To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Subcontractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.

(b) This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

(c) Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

Article XIII. DISPUTE RESOLUTION

Section 13.01 DISPUTES

(a) Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost effective manner.

(b) Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.

(c) Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.

(d) Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.

(i) The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;

(ii) The parties' senior managers will meet within ten (10) business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and

(iii) The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

Section 13.02 ARBITRATION

(a) Rules. If the parties are unable to resolve the Dispute by negotiation within thirty (30) days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.

(i) The parties will exercise best efforts to select an arbitrator within five (5) business days after agreement for arbitration. The parties will equally share the fees and costs incurred in the selection of the arbitrator.

(ii) The arbitrator selected must be an attorney with at least fifteen (15) years experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.

(b) Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

(c) Hearing. The arbitration hearing will be held within ninety (90) days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

(d) Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

(e) Final Decision. The Arbitrator's decision should be rendered within fifteen (15) days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

(f) Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

Section 13.03 SERVICES TO CONTINUE PENDING DISPUTE

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

Section 13.04 EXCEPTIONS

(a) Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, crossclaim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.

(b) Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

(c) Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

Article XIV. MISCELLANEOUS PROVISIONS

Section 14.01 MISCELLANEOUS PROVISIONS

(a) The miscellaneous provisions set forth in Section 14 of the Supplemental General Conditions shall apply to the Contract.

Section 14.02 PERFORMANCE MEASUREMENT

(a) Contractor's performance under each individual Job Order and this Contract shall be evaluated under the following measures:

(i) Quality of work performed
(ii) Conformance with contract and/or job order
(iii) Timely and complete communication
(iv) Safety record

(b) Failure to maintain a good performance record may result in the City no longer requesting Job Order proposals or extending the term of the Contract.

Section 14.03 COOPERATIVE USE OF CONTRACT

(a) This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: http://www.mesaaz.gov/business/purchasing/save.

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Article XV. SIGNATURE PAGE

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

City of Glendale,
an Arizona municipal corporation

_____

By: Patrick S. Banger
Its: City Manager

ATTEST:

_____

Julie K. Bower (Seal)
City Clerk

APPROVED AS TO FORM:

_____

Michael D. Bailey
City Attorney

MGC Contractors, Inc.
an Arizona Corporation

_____

By: Scott Whitley
Its: Account Manager

Article XVI. EXHIBITS

Section 16.01 STANDARD JOB ORDER AGREEMENT FORM

Project Names: _____
Job Order Contract No.: _____ Project No.: _____
THIS JOB ORDER is made and entered into on the ___ day of_____, 20 ___, by and between the City of Glendale, an Arizona municipal corporation ("City") and the "Contractor" designated below. This Job Order is entered into pursuant to and incorporates herein the terms and provisions of the Job Order Master Contract. This Job Order, including all of the Contract Documents and Exhibits, shall be the Contract between the parties for the Work.
City and Contractor agree as follows:
CITY: City of Glendale
Project Manager:
Telephone:
E-mail:

CONTRACTOR: (Name)
(Address)
Arizona ROC No.:
Contractor Representative:
Telephone:
E-mail:

PROJECT DESCRIPTION:

PROJECT SITE ADDRESS/LOCATION:

SCOPE OF WORK: Attached Exhibit A

JOB ORDER DURATION:___ (Calendar Days)
JOB ORDER PRICE FOR WORK: Guaranteed Maximum Price/GMP of $_____.
SUBSTANTIAL COMPLETION: ☐APPLIES ☐DOES NOT APPLY
Substantial Completion shall be achieved no later than the Substantial Completion Date set forth in the Project Schedule. Substantial Completion shall be determined in accordance with Section 6.3 of the General Conditions.
ADDITIONAL GOVERNMENT PROVISIONS: ☐APPLIES AND IS ATTACHED ☐DOES NOT APPLY
The parties hereto have executed this Job Order through their duly authorized representatives and bind their respective entities as of the effective date.

"CITY"
CITY OF GLENDALE

Signature _____

Name_____ Title_____

"CONTRACTOR"
COMPANY NAME

Signature _____

Name_____ Title _____

SAMPLE

AGENDA ITEM: 11.

CITY COUNCIL REPORT

MEETING DATE: 05/12/2026
SUBMITTED FOR: David Beard, City Engineer
DEPARTMENT: Engineering

Subject

AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH COMBS CONSTRUCTION COMPANY, LLC FOR 75TH AVENUE RECONSTRUCTION: GLENDALE TO NORTHERN AVENUES PROJECT
Presented by: Djordje Pavlovic, P.E., Director, Engineering

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Construction Agreement with Combs Construction Company, LLC to construct the 75th Avenue Reconstruction: Glendale to Northern Avenues project in an amount not to exceed $2,221,794.31. Engineering Staff recommends award of the Construction Agreement to Combs Construction Company,, LLC.

Background

Council approved moving forward with the Glendale Arterial Reconstruction Program presented by the Transportation Department at the June 23, 2020, workshop. The average Pavement Condition Index (PCI) of 75th Avenue is 38. The PCI for the section is less than 40 and is considered to be “poor.” Based on the PCI, 75th Avenue between Glendale and Northern Avenues was identified as an arterial section to be reconstructed.

In October 2020, the Engineering Department selected Entellus Inc. from its on-call consulting list to provide a preliminary engineering report to develop options for the reconstruction of two one-mile segments of 75th Avenue and 83rd Avenue from Glendale to Northern Avenues. Agreement No. C20-0883 was for a not to exceed amount of $47,802.61.

Analysis

The Engineering Department published a Notice to Contactors requesting bids for the 75th Avenue Reconstruction: Glendale to Northern Avenues project. The project was advertised for bids on March 18 and March 25, 2025. On April 15, 2026, three bids were received with Combs Construction Company LLC, submitting the lowest responsive and responsible bid, in the amount of $2,221,794.31. Construction is anticipated to begin in early July 2026.

Previous Related Council Action

On September 12, 2023, Council authorized entering into Amendment No. 1 to the Professional Services Agreement with Entellus for the design of 75th Ave between Glendale and Northern Avenues. The scope of the amendment included modification of the existing plans to change the pavement section from a full-depth reconstruction to a 3” mill and overlay.

On August 10, 2021, Council authorized award of a Professional Services Agreement to Entellus for design of the 75th Avenue Reconstruction: Glendale to Northern Avenues project.

On June 23, 2020, at Council Workshop council approved moving forward with the Glendale Arterial Reconstruction Program.

Community Benefit/Public Involvement

Well-maintained infrastructure is an important element of strong neighborhoods and vibrant business corridors, and it plays a critical role in attracting quality economic development.

Fiscal Impact

Fiscal Year:	FY2025-26
Fiscal Year Amount Requested:	$100,000
Budgeted Y/N?:	Y
Account:	Various
Transfer Required? Y/N:	N
If Yes, what account will be used?:	

Budget and Financial Impacts:

Project funding is available in the FY2025-26 Transportation Capital Improvement Plan, project #CIPST21051 - Street Recon - 75th Avenue - Glendale to Northern. Expenditures with Combs Construction Company, LLC, are not to exceed $2,221,794.31 over the entire term of the agreement. Expenditures in future fiscal years are contingent upon Council budget approval.

Attachments

Agreement

How was the item procured: Invitation for Bid

Strategic Plan Connection:

Tier 1 Objective: Improve Asset Management

CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Combs Construction Company, LLC, an Arizona limited liability company, authorized to do business in Arizona ("Contractor") as of the _____ day of _____, 2026.

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in the Notice to Contractors and the attached Exhibit A ("Project");

B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project, the plans and specifications, the Information for Bidders, and the Maricopa Association of Governments ("MAG") General and Supplemental Conditions and Provisions;

C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

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

1. Project.

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

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

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

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

1.3 Project Team.

(A) Project Manager. Contractor will designate an employee as Project Manager with

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

(B) Project Team.

(1) The Project manager and all other employees assigned to the project by Contractor will comprise the "Project Team."

(2) Project Manager will have responsibility for and will supervise all other employees assigned to the project by Contractor.

(C) Sub-contractors.

(1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.

(2) Contractor will remain fully responsible for Sub-contractor's services.

(3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.

(4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

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

3. Contractor's Work.

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

3.2 Licensing. Contractor warrants that:

(A) Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and

(B) Neither Contractor nor any Sub-contractor has been debarred or otherwise legal1y excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.

(2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor

to notify City as required will constitute a material default of this Agreement.

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

Contractor must not discriminate against any employee or applicant for employment on the basis of race, religion, color sex or national origin. Contractor must develop, implement and maintain non-discrimination policies and post the policies in conspicuous places visible to employees and applicants for employment. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section.

3.4 Coordination; Interaction.

(A) If the City determines that the Project requires the coordination of professional services or other providers, Contractor will work in close consultation with City to proactively interact with any other contractors retained by City on the Project ("Coordinating Entities").

(B) Subject to any limitations expressly stated in the budget, Contractor will meet to review the Project, schedules, budget, and in-progress work with Coordinating Entities and the City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

(C) If the Project does not involve Coordinating Entities, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

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

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

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

4. Compensation for the Project.

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed $2,221,794.31, as specifically detailed in the Contractor's bid and set forth in Exhibit B ("Compensation").

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

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

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

(C) Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. Billings and Payment.

5.1 Applications.

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

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

5.2 Payment.

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

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

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

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

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

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

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

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

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

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than fifteen (15) days following the date of delivery.

(A) Contractor will be equitably compensated any services and materials furnished prior

to receipt of the termination notice and for reasonable costs incurred.

(B) Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with Project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven (7) days after receipt of written notice specifying the breach.

(A) Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages.

(B) If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages more than $1,000,000 or the amount of this Agreement, whichever is greater.

7. Insurance.

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

(A) Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively, "Contractor's Policies"), until each Parties' obligations under this Agreement are completed.

(B) General Liability.

(1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least $2,000,000 per occurrence and $4,000,000 annual aggregate.

(2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least $2,000,000 per occurrence.

(3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, products and completed operations, XCU hazards if requested by the City, and a separation of insurance provision.

(4) These limits may be met through a combination of primary and excess liability coverage.

(C) Auto. A business auto policy providing a liability limit of at least $2,000,000 per accident for Contractor and 2,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.

(D) Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

(E) Equipment Insurance. Contractor must secure, pay for, and maintain all-risk insurance as necessary to protect the City against loss of owned, non-owned, rented or leased capital equipment and tools, equipment and scaffolding, staging, towers and forms owned or rented by Contractor or its Sub-contractors.

(F) Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:

(1) Cancellation or termination of Contractor or Sub-contractor's Policies;

(2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and

(3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.

(G) Certificates of Insurance.

(1) Within ten (10) business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.

(2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

(3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under this Agreement.

(H) Other Contractors or Vendors.

(1) Other contractors or vendors that may be contracted by Contractor within connection with the Project must procure and maintain insurance coverage as is appropriate to their particular agreement.

(2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).

(I) Policies. Except with respect to workers' compensation and employer's liability coverages, the City must be named and properly endorsed as additional insureds on all liability policies required by this section.

(1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self-insurance policies or programs maintained by the additional insureds.

(2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and acceptable to all parties.

7.2 Sub-contractors.

(A) Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.

(B) City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.

(C) Contractor and Sub-contractors must provide to the City proof of Required Insurance whenever requested.

7.3 Indemnification.

(A) To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.

(B) This indemnity and hold harmless policy applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

(C) Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

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

8. E-verify, Records and Audits. To the extent applicable under A.R.S. § 41-4401, the Contractor warrants its compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor

and subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

9. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

10. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:

(A) the forced labor of ethnic Uyghurs in the People's Republic of China;

(B) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and

(C) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

11. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

12. **Notices.**

12.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

(A) The Notice is in writing, and

(B) Delivered in person or by private express overnight delivery service (delivery charges prepaid), certified or registered mail (return receipt requested).

(C) Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier on or before 5:00 p.m.; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

(D) The burden of proof of the place and time of delivery is upon the Party giving the Notice.

(E) Digitalized signatures and copies of signatures will have the same effect as original signatures.

12.2 **Representatives.**

(A) Contractor. Contractor's representative ("Contractor's Representative") authorized

to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Combs Construction Company, LLC
Attn: Mike Steg
1903 West Parkside Lane Ste. 100
Phoenix, AZ 85027

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

City of Glendale
Attn: Joe Hernandez
5850 West Glendale Avenue
Glendale, Arizona 85301

With required copies to:

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

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

(C) Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be considered to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a
written notice to Contractor identifying the designee(s) and their respective addresses for notices.

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

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

14. Entire Agreement; Survival; Counterparts; Signatures.

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

(A) Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

(B) Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

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

14.2 Interpretation.

(A) The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

(B) The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

(C) The Agreement will be interpreted in accordance with the laws of the State of Arizona.

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

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

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

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

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

14. Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

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

Exhibit A Project
Exhibit B Compensation

(Signatures appear on the following page)

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

City of Glendale,
an Arizona municipal corporation

_____
By: Patrick S. Banger
Its: City Manager

ATTEST:

_____
Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

Combs Construction Company, LLC,
An Arizona limited liability company

_____
By: Mike Steg
Its: Vice President

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

EXHIBIT A
CONSTRUCTION AGREEMENT

PROJECT

This project includes roadway milling and asphalt overlay, as well as upgrades to ADA-compliant curb ramps and traffic signal systems.

EXHIBIT B
CONSTRUCTION AGREEMENT

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

By bid, including all services, materials and costs.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed $2,221,794.31.

DETAILED PROJECT COMPENSATION

As shown in detail on the Bid Schedule

AGENDA ITEM: 12.

CITY COUNCIL REPORT

MEETING DATE: 05/12/2026
SUBMITTED FOR: Michelle Woytenko, Director
DEPARTMENT: Field Operations

Subject

AUTHORIZATION TO ENTER INTO AMENDMENT NO. 3 TO THE AGREEMENT WITH MINER OF ARIZONA, LP FOR DOOR AND GATE REPAIR AND PREVENTATIVE MAINTENANCE SERVICES
Presented by: Michelle Woytenko, Director, Field Operations

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into Amendment No. 3 to the Agreement with Miner of Arizona, LP for city-wide on-call door and gate repair and maintenance services for an increase of $500,000 for a new not to exceed amount of $3,400,000 for the entire term of the agreement.

Background

The City operates approximately more than 475 doors and 50 gates at various locations, including City Hall, Fire Stations, public safety buildings, courts, public libraries, and parks. Ensuring that all City doors and gates are in good operating condition is critical to the City's daily operation and particularly critical to public safety. Miner of Arizona, LP shall provide total maintenance and repair programs consistent of a variety of tasks.

A Request for Proposal (RFP 22-25) for city-wide on-call door and gate repair and preventative maintenance services was published on February 17, 2022. City and Miner of Arizona, LP. (“Contractor”) entered into Agreement for On-Call Door and Gate Repair and Preventative Maintenance Services, Contract No. C22-0769, on August 9, 2022. The agreement is effective until August 8, 2026, with an option to renew the contract for an additional one-year renewal allowing the contract to be extended through August 8, 2027.

Analysis

The specialized maintenance and scope of work required for doors and gates, specifically the technology, are beyond the expertise of the city staff. The agreement will be used for maintenance and repair programs consisting of a variety of tasks including but not limited to, scheduled preventative maintenance, monitoring, and testing, installing, repairing, and replacing door and gate components, or other related issues as they arise and are necessary to ensure the safe and continuous operation of doors and gates for City employees and City public places.

Previous Related Council Action

On August 9, 2022, Council authorized entering into a Contract Agreement, C22-0769, with Miner of Arizona, LP In an amount not to exceed $900,000 for the full term of the agreement.

On June 13, 2023, Council authorized City and Contractor to enter into Amendment No. 2, to increase the compensation available under the Agreement to $2,900,000.

Community Benefit/Public Involvement

Scheduled preventative maintenance, monitoring, testing, installing, repairing, and replacing door and gate components or other related issues assist in maintaining a safe environment for the safety of employees who work in the City and individuals who visit these public places.

Fiscal Impact

Fiscal Year:	FY 2025-26
Fiscal Year Amount Requested:	$500,000
Budgeted Y/N?:	Y
Account:	Various
Transfer Required? Y/N:	N
If Yes, what account will be used?:	

Budget and Financial Impacts:

Funding is available in the Fiscal Year 2025-26 Operating and Maintenance budgets for various City departments. Expenditures with Miner of Arizona, LP., are not to exceed $3,400,000 for the entire term of the Agreement. Expenditures in future fiscal years are contingent on Council budget approval.

Attachments

Amendment 3 to Agreement with Miner of Arizona LP

How was the item procured: Request for Proposal

Strategic Plan Connection:

Tier 1 Objective: Improve Community Experience

AMENDMENT NO. 3
CITYWIDE ON-CALL DOOR AND GATE REPAIR AND PREVENTATIVE MAINTENANCE SERVICES
(Solicitation RFP 22-25, Contract No. C22-0769)

This Amendment No. 3 ("Amendment") to the Citywide On-Call Door and Gate Repair and Preventative Maintenance Services ("Agreement") is made this _____ day of _____, 2026, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Miner of Arizona, LP, a Texas limited partnership, authorized to do business in Arizona ("Contractor").

RECITALS

A. City and Miner of Arizona, LP ("Contractor") entered into an Agreement for Citywide On-Call Door and Gate Repair and Preventative Maintenance Services, Contract No. C22-0769, dated August 9, 2022 ("Agreement"); and

B. The Agreement has an initial one-year term beginning August 9, 2022, through August 8, 2023, and provided the option to extend for an additional four (4) years in one-year incremenets; and

C. On January 15, 2023, the City and Contractor entered into Amendment No. 1, which changed the unit pricing schedule only; and

D. On June 13, 2023, the City and Contractor entered into Amendment No. 2, which increased the compensation available under the Agreement to $2,900,000; and

E. On July 20, 2023, the City and Contractor entered into Contract Extension No. 1, extending the term of the Agreement through August 8, 2024; and

F. On July 17, 2024, the City and Contractor entered into Contract Extension No. 2, extending the term of the Agreement through August 8, 2025; and

G. On May 15, 2025, the City and Contractor previously entered in Contract Extension No. 3, extending the term through August 8, 2026; and

H. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

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

1. Recitals. The recitals set forth above are not merely recitals, but form an integral part of this Amendment.

2. **Term.** The term of the Agreement is unchanged.

3. **Scope of Work.** The Scope of Work is unchanged.

4. **Compensation.** The amount of Compensation available under this Agreement is increased by $500,000, for a new not-to-exceed amount of $3,400,000.

5. **Insurance Certificate**. Current certificate will expire on March 14, 2027. A new certificate applying to the extended term must be provided prior to this date to Finance Director and the Contract Administrator.

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

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

8. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:

   (a) the forced labor of ethnic Uyghurs in the People's Republic of China;

   (b) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and

   (c) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

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

10. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona
municipal corporation

Patrick S. Banger, City Manager

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Miner of Arizona, LP
a Texas limited partnership

By: Dan Castner
Its: West 1 Director of Operations

AGENDA ITEM: 13.

CITY COUNCIL REPORT

MEETING DATE: 05/12/2026
SUBMITTED FOR: Michelle Woytenko, Director
DEPARTMENT: Field Operations

Subject

AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICE AGREEMENT WITH VAN BOERUM & FRANK ASSOCIATES, INC., FOR ENGINEERING SERVICES
Presented by: Michelle Woytenko, Director, Field Operations

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into Amendment No. 1 to the Professional Service Agreement With Van Boerum & Frank Associates, Inc, Contract No. C23-0794, to modify the name on the contract from VBFA-BNA Corporation to VBFA-BNA Corporation dba Resolut Group and to extend the contract until December 31, 2026. The remainder of the terms of the Agreement are unchanged.

Background

On April 4, 2025, Van Boerum & Frank Associates merged with VBFA-BNA Corporation pursuant to an Agreement and Plan of Merger, with VBFA-BNA Corporation being the surviving entity. Since the merger became effective, VBFA-BNA Corporation has used the trade name and registered with both the State of Utah and State of Arizona as doing business as Resolut Group.

This Agreement allows Field Operations, Engineering and/or Parks to continue to provide services at city facilities and parks, without interruption of services. RFQ 42300001 City of Glendale 2023-2024 On-Call Professional Services, for Architectural, Structural Engineering, Land Surveying, Geotechnical Engineering, and Mechanical, Plumbing and Electrical Engineering Services were advertised in the Arizona Republic on June 29th and July 9th, 2022, and Engineering received responses and selected five pre-qualified firms for each category.

Analysis

The city issued a RFQ to establish a list of pre-qualified professional firms to provide on-call engineering, architectural and other related services. The on-call list is in effect for two years, starting January 1, 2023, through December 31, 2024, with renewal options for two (2) additional one-year periods, if determined to be in the City's best interest. Successful firms were required to submit an annual, updated statement of qualifications to stay on the On-Call List. Per ARS Title 34 a contract or multiple contracts for a single procurement shall be equal to or less than $500,000

Previous Related Council Action

On August 8, 2023, Council authorized entering into a Professional Service Agreement with Van Boerum & Frank Associates, Inc., Contract No. C23-0794, in an amount not to exceed $500,000.

Community Benefit/Public Involvement

The use of pre-qualified outside vendors for services allows for the most expeditious service to city operations for smooth and uninterrupted delivery of service to the public.

Fiscal Impact

Fiscal Year:	FY2025-26
Fiscal Year Amount Requested:	$500,000
Budgeted Y/N?:	Y
Account:	Various
Transfer Required? Y/N:	N
If Yes, what account will be used?:	

Budget and Financial Impacts:

Funding is available in the Fiscal Year 2025-26 Operating and Maintenance budgets for various city departments. Expenditures with the architectural firms are not to exceed $500,000

Attachments

Amendment 1 to Agreement with VBFA-BNA

How was the item procured: Request for Qualifications

Strategic Plan Connection:

Tier 1 Objective: Improve Resource Alignment

AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT
(CITY OF GLENDALE, Contract No. C23-0794)

This Amendment No. 1 ("Amendment") to the Professional Services Agreement ("Agreement") is made this _____ day of _____, 2026, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and VBFA-BNA Corporation dba Resolut Group, a Utah corporation, authorized to do business in Arizona ("Contractor").

RECITALS

A. City and Van Boerum & Frank Associates, Inc. ("Contractor"), which was also a Utah corporation, entered into Professional Services Agreement, Contract No. C23-0794, dated August 8, 2023 ("Agreement"); and

B. On April 4, 2025, Van Boerum & Frank Associates merged with VBFA-BNA Corporation pursuant to an Agreement and Plan of Merger, with VBFA-BNA Corporation being the surviving entity. Since the merger became effective, VBFA-BNA Corporation has used the trade name and registered with both the State of Utah and State of Arizona as doing business as Resolut Group.

C. City and Contractor entered into Contract Extension No. 1, extending the term of the Agreement from August 9, 2024 through August 8, 2025; and

D. City and Contractor entered into Contract Extension No. 2, extending the term of the Agreement from August 9, 2025 through August 8, 2026; and

E City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

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

1. **Recitals.** The recitals set forth above are not merely recitals but form an integral part of this Amendment.

2. **Term.** The term of the Agreement is extended for a four (4) month period from August 9, 2026 through December 31, 2026, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.

3. **Scope of Work.** The Scope of Work is unchanged.

4. **Compensation.** The Compensation is unchanged.

5. **Insurance Certificate**. Current certificate will expire on January 1, 2027. A new insurance certificate is not required unless the term is further extended beyond the December 31, 2026, expiration date. If this Agreement is further extended, a new insurance certificate must be provided prior to December 31, 2026 to the Finance Director and the Contract Administrator in order for this Agreement to remain in effect.

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

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

8. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:

   (a) the forced labor of ethnic Uyghurs in the People's Republic of China;

   (b) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and

   (c) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

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

10. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona
municipal corporation

_____
Patrick S. Banger, City Manager

ATTEST:

_____
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Michael D. Bailey, City Attorney

VBFA-BNA Corporation dba Resolut
Group
a Utah corporation

_____
BY: BYRON TORGERSEN
Its: Principal

AGENDA ITEM: 14.

CITY COUNCIL REPORT

MEETING DATE: 05/12/2026
SUBMITTED FOR: Michelle Woytenko, Director
DEPARTMENT: Field Operations

Subject

AUTHORIZATION TO ENTER INTO AGREEMENT WITH SITECH SOUTHWEST, LLC FOR GPS EQUIPMENT AND SOFTWARE SYSTEM
Presented by: Michelle Woytenko, Director, Field Operations

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into an Agreement with Sitech Southwest, LLC for Landfill GPS Equipment and Compaction Management Software System, and to authorize the City Manager to renew the Agreement, at the City Manager's discretion, for an additional four one-year renewals, in an amount not to exceed $200,000 for the entire term of the Agreement. The initial term of the Agreement is effective for one year.

Background

The agreement with Sitech Southwest, LLC will provide Landfill GPS Equipment and Compaction Management Software Systems to the city's landfill which includes licenses, equipment, materials, labor, customer, and technical support, and training.

Analysis

The city will use the Agreement to fulfill operational needs for Landfill GPS Equipment and Compaction Management Software Systems and related services for the Glendale landfill. This system will allow staff to effectively monitor and manage its airspace, a valuable resource and critical key performance indicator measuring efficiency of landfill operations.

The contractor will provide the equipment, materials, labor, customer, and technical support necessary.

Community Benefit/Public Involvement

The landfill is a responsible, progressive and environmentally sound long-term solution to solid waste management essential to the future health, welfare and prosperity of Glendale residents.

Fiscal Impact

Fiscal Year:	FY2025-26
Fiscal Year Amount Requested:	$200,000
Budgeted Y/N?:	Y

Account: 61102834-521100

Transfer Required? Y/N: N

If Yes, what account will be used?:

Budget and Financial Impacts:

Funding is available in the FY2025-26 Landfill operating budget. Expenditures with Sitech Southwest, LLC, are not to exceed $200,000 for the entire term of the Agreement. Expenditures in the future fiscal years are contingent upon Council budget approval.

Attachments

Agreement with SITECH Southwest LLC

How was the item procured: Special Procurement

Strategic Plan Connection:

Tier 1 Objective: Optimize Processes & Services

PROFESSIONAL SERVICES AGREEMENT
(Not Construction Related)
LANDFILL GPS EQUIPMENT AND COMPACTION MANAGEMENT SOFTWARE SYSTEM

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and SITECH Southwest, LLC, an Arizona limited liability company, authorized to do business in the State of Arizona, ("Consultant") as of the _____ day of _____, ("Effective Date").

RECITALS

A. City desires to retain the Consultant to provide equipment ("Equipment") and professional services ("Services") as set forth in the attached **Exhibit A**, Project Scope of Work ("SOW"); and

B. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Key Personnel; Other Consultants and Subcontractors.

1.1 Professional Services. Consultant will provide all Services necessary to assure the SOW is completed timely and efficiently, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.

1.2 Project Team.

a. Project Manager.

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

(2) The City must approve the designated Project Manager.

b. Project Team.

(1) The Project Manager and all other employees assigned to the Project by Consultant will comprise the "Project Team."

(2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Consultant.

c. Discharge, Reassign, Replacement.

(1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit A**.

(2) Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Consultant, in which event the substitute must first be approved in writing by City.

(3) Consultant will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties, or if the acts or omissions of that person are detrimental to the development of the Project.

d. Subcontractors. Consultant shall not engage any subcontractor for the work or services to be performed under this Agreement.

2. Schedule. The Services will be undertaken in a manner that ensures the SOW is completed timely and efficiently.

3. Consultant's Work.

3.1 Standard. Consultant must perform Services in accordance with the standards of due diligence, care, and quality prevailing among consultants having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the SOW and identified in this Agreement.

3.2 Licensing. Consultant warrants that:

a. Consultant currently holds all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and

b. Neither Consultant nor any Subconsultant has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.

(2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 Compliance.

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

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

3.4 Coordination; Interaction.

a. For projects that the City believes requires the coordination of various professional services, Consultant will work in close consultation with City to proactively interact with any other professionals retained by City to implement the SOW ("Coordinating Project Professionals").

b. Subject to any limitations expressly stated in the Project Budget, Consultant will meet to review the SOW and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and SOW completion.

c. For projects not involving Coordinating Project Professionals, Consultant will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the SOW.

3.5 Work Product.

a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work"

as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.,* and other intellectual work product as may be applicable ("Work Product").

(1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.

(2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.

b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.

c. City Use.

(1) City may reuse the Work Product at its sole discretion.

(2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.

(3) In such case, City will also remove any seal and title block from the Work Product.

4. Compensation for the Project.

4.1 Compensation. The amount of compensation available for Consultant to complete all tasks required by the SOW, including those furnished by its Subconsultants or Subcontractors, will not exceed $200,000 as specifically detailed in **Exhibit B** ("Compensation").

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated SOW is significantly modified.

a. Adjustments to Compensation or the work to be performed under the SOW require a written amendment to this Agreement and may require City Council approval.

b. Additional services which are outside the SOW contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.

c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

4.3 Expenses. City will reimburse Consultant for certain out-of-pocket expenses necessarily incurred by Consultant in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage, courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following:

a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;

b. The Reimbursable Expenses in this section are approved in advance by City in writing; and

c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified for Reimbursable Services in the Compensation.

5. Billings and Payment.

5.1 Applications.

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

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

5.2 Payment.

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

b. Payment may be subject to or conditioned upon City's receipt of:

(1) Completed work generated by Consultant and its Subconsultants; and

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

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

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

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

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.

b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Consultant fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provisions of Sec. 5.

b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than $2,000,000 or the amount of this Agreement, whichever is greater.

7. Conflict. Consultant acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. Insurance. For the duration of the term of this Agreement, Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the

performance of all tasks or work necessary to complete the SOW as herein defined. Such insurance shall cover Consultant, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 Minimum Scope and Limit of Insurance. Coverage must be at least as broad as:

a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **$2,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **$2,000,000** per accident for bodily injury and property damage.

c. Professional Liability. Consultant must maintain a Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liability, with a liability insurance limit of **$2,000,000** for each claim and a **$4,000,000** annual aggregate limit.

d. Worker's Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **$2,000,000** per accident for bodily injury or disease.

8.2 Indemnification.

a. To the fullest extent permitted by law, Consultant must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense" collectively "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Consultant) and that arises out of or results from the breach of this Agreement by the Consultant or the Consultant's negligent actions, errors or omissions (including any Subconsultant or Subcontractor or other person or firm employed by Consultant), whether sustained before or after completion of the SOW.

b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Consultant will be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.

c. Consultant is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

8.3 Other Insurance Provisions. The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the SOW as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's existing insurance policies, provided such endorsement is

at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.

b. For any claims related to the SOW, the **Consultant's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.

8.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Consultant has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

8.5 Waiver of Subrogation. **Consultant hereby agrees to waive its rights of subrogation which any insurer may acquire** from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agent(s) and subcontractor(s).

8.6 Verification of Coverage. Within 15 days of the Effective Date of this Agreement, Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Consultant's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.

Consultant's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Consultant to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the SOW.

8.7 Subcontractors. Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.

8.8 Special Risk or Circumstances. The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Consultant, the Project or the insurer.

9. E-verify, Records and Audits. To the extent applicable under A.R.S. § 41-4401, the Consultant warrants their compliance and that of its subconsultants with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Consultant or subconsultant's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Consultant and subconsultant warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto

their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

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

11. Uyghur Forced Labor Prevention Act (UFLPA). Consultant certifies that it does not currently, and during the term of this Agreement, will not use:

a. the forced labor of ethnic Uyghurs in the People's Republic of China;

b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and

c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

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

13. Notices.

13.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

a. The Notice is in writing; and

b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).

c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.

e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

13.2 Representatives.

a. Consultant. Consultant's representative (the "Consultant's Representative") authorized to act on Consultant's behalf with respect to the SOW, and his or her address for Notice delivery is:

SITECH Southwest, LLC
c/o Terry Dagen, General Manager
555 W. Iron Avenue
Mesa, AZ 85210
terry.dagen@empire-cat.com

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

City of Glendale
c/o Ernie Ruiz
6210 W. Myrtle Ave.
Glendale, Arizona 85301

With required copy to**:**

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

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

c. Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.

d. Changes. Consultant or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

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

15. Entire Agreement; Survival; Counterparts; Signatures.

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

a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

15.2 Interpretation.

a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

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

15.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.

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

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

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

16. Term.

16.1 Extensions. The term of this Agreement commences upon the effective date and continues for a one year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional four (4) years, on an annual basis. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any extension period. Price adjustments will only be reviewed prior to the City exercising its extension and may be a determining factor for any extension. There are no automatic extensions or renewals of this Agreement.

16.2 Extension for Procurement Process. Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

17. Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

18. Cooperative Use of Contract. This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: http://www.mesaaz.gov/business/purchasing/save

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

Exhibit A Scope of Work
Exhibit B Compensation

(Signatures appear on the following page.)

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

City of Glendale,
an Arizona municipal corporation

By: Patrick S. Banger
Its: City Manager

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

SITECH Southwest, LLC,
an Arizona limited liability company

By: Terry Dagen
Its: General Manager

EXHIBIT A
Professional Services Agreement

SCOPE OF WORK

Contractor shall provide Landfill GPS Equipment and Compaction Management Software Systems to the City's Landfill which includes licenses, equipment, materials, labor, customer and technical support, and training.

List of goods and services being provided to the City on an as-needed basis includes, but is not limited to:

Software licensing and support for TBC (Trimble Business Center)
Landfill design software
Worksmanager-asset/equipment data hub
Worksos-cloud-based operating system delivers 3D productivity and reporting.

Hardware: Mounted panel touch screen PC (compactors and dozers)
Rajant radios (Data Transmission)
Trimble GPS base station
GNSS receivers
GPS Rover unit

Services:
Field technician support
Training modules

EXHIBIT B
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Method and amount of compensation is provided in Section 4 of the Agreement.

NOT-TO-EXCEED AMOUNT

The total amount of compensation available to pay Consultant for providing all Equipment and Services pursuant to the SOW and completion of all work required by the SOW during the entire term of this Agreement must not exceed $200,000.

DETAILED PROJECT COMPENSATION

Contractor shall provide Landfill GPS Equipment and Compaction Management Software Systems to the City's Landfill which includes licenses, equipment, materials, labor, customer and technical support, and training..

AGENDA ITEM: 15.

CITY COUNCIL REPORT

MEETING DATE: 05/12/2026
SUBMITTED FOR: Ryan Freeburg, Fire Chief
DEPARTMENT: Fire

Subject

AUTHORIZATION TO ENTER INTO A MASTER AGREEMENT WITH STATION AUTOMATION, INC DBA PSTRAX, FOR FIRE INVENTORY MANAGEMENT FOR FIRST RESPONDERS SOFTWARE AND ON-GOING SUPPORT
Presented by: Ryan Freeburg, Fire Chief

Purpose and Recommended Action

This is a request for the City Council to authorize the City Manager to enter into a master agreement with Station Automation, Inc. dba PSTrax and approve the expenditure of funds for an amount not to exceed $185,000.00 for the entire term of the contract including all extensions. The term of this agreement is for five (5) years.

Background

The Fire Department currently utilizes PSTrax, which is an asset management and tracking software solution. PSTrax assists in the managing and tracking of vehicles, fire station equipment and supplies, self-contained breathing apparatus (SCBA), personal protective equipment (PPE), capital assets, non-capital assets, Emergency Medical Services (EMS) equipment/supplies and controlled substances. The Fire Department has utilized the PSTrax solution since 2021. PSTrax was procured by a sole source.

Analysis

PSTrax assists in the management of supplies and equipment. The digital solution improves the ability of fire department personnel to manage and track equipment, thus improving the efficiency of the employee's time to perform their essential functions. Records are digitally stored in a database; therefore, information is readily available through various reports and reduces the need to compile information manually. PSTrax also provides a standardized request for service (alerting system) that improves the ability of fire department personnel to identify, track and resolve requests for service.

Previous Related Council Action

No previous council action.

Community Benefit/Public Involvement

This assists in ensuring that the Fire Department can provide an efficient and effective response force to the community for emergency incidents and planned events.

Fiscal Impact

Fiscal Year:	FY2026-27
Fiscal Year Amount Requested:	$33,000

Budgeted Y/N?: Y
Account: 10002013-524120
Transfer Required? Y/N: N
If Yes, what account will be used?:
Budget and Financial Impacts:
Funding will be available in the FY2026-27 Fire Department operating budget. Expenditures in future fiscal years are contingent on Council budget approval.

Attachments

Master Agreement with Station Automation
Sole Source

How was the item procured: Sole Source
Explanation: Proprietary Software

Strategic Plan Connection:
Tier 1 Objective: Improve Resource Alignment
Tier 2 Objective: Improve Tools & Technology

PS TRAX

Inventory Management for First Responders.

PSTRAX PROPOSAL FOR:

Glendale Fire Department

Eric Keppler, EMS Deputy Chief

11550 West Glendale Ave Glendale, AZ 85307



Contact **Melissa Johnson** at **melissa@pstrax.com**, for questions or adjustments.

Created October 23, 2025

Document Ref: AMHL3-XG4LU-5ATIU-THVDG

MODULES OVERVIEW

The PSTrax system consists of seven modules. Simply select the modules your agency would like to start with. You may add additional modules at any time.



The Vehicle Module automates vehicle maintenance checks and all tools and equipment carried on each vehicle. Each apparatus can be customized based on its checklists (daily/weekly/monthly/PMs) and inventories, with unlimited check scheduling options - any frequency. Track inventory transfers and complete as-needed checks for fuel logs, PMs, and post-call inventories. Easily manage your entire fleet, see the location of each vehicle, and make status updates for in-service, out-of-service, and reserve units.



The Station Module schedules building maintenance inspections, chore schedules, safety inspections, specialty equipment inspections, and basic EMS and station supply checks. Each station, building, training facility, or headquarters checklist can be customized based on its individual desired inspections or checks, (daily/weekly/monthly/quarterly, etc.), with unlimited check scheduling options - any frequency.



The SCBA Module tracks the full history for each piece of SCBA gear from purchase to retirement. Document any type of event - inspections, hydrostat tests, flow tests, air fills, repairs, contaminant exposures, and more. Convenient, easy to access reports can be pulled in real time, or pushed to you as requested. View expiration dates and maintenance

costs for better forecasting and justification for replacement as needed. Includes all SCBA inventories across your agency.



The PPE Module tracks the full history for each piece of PPE gear from purchase to retirement. Manage gear assignments and document any type of event - routine inspections, advanced inspections, cleanings, repairs, contaminant exposures, and more. View expiration dates and maintenance costs for better forecasting and justification for replacement as needed. Includes all PPE inventories - including multiple sets and unassigned gear.



The Critical Asset Module tracks the full history for each critical, or high dollar asset from purchase to retirement. Track grant-funded equipment, manage assignments and document any type of event - inspections, testing, repairs, and more. Create custom events for anything you would like to track, such as hydrant flow tests, annual hose testing, and radio software updates. View expiration dates and maintenance costs for better forecasting and justification for replacement as needed.



The Supplies Module provides visibility and tracking of all consumable supplies (EMS supplies, station supplies, and repair parts) across every location in your agency. Real time reporting on below par, expirations, and usage trends. Save time and money with streamlined inventory processes that reduce stock issues, manage expiration dates, and restock supplies that need refilled.

The Controlled Substance Module tracks every vial handoff for DEA Schedule II, III and IV controlled substances such as arriving/departing checks, usage events, restocks, and inventory checks. Track and document each vial by its control number, lot number and



expiration date. Electronic signature and dual authentication provide even more secure verification.

SOLE SOURCE LETTER

October 23, 2025

Eric Keppler, EMS Deputy Chief
Glendale Fire Department
11550 West Glendale Ave
Glendale AZ, 85307

Re: Sole Source Provider Letter

Dear Eric Keppler,

This letter confirms that Station Automation, Inc. (dba PSTrax) is recognized as a sole source provider in its space and has been selected as such by leading first responder agencies across the country. The unique capabilities of PSTrax and the proprietary services we offer make us the only provider able to deliver the level of customization, functionality, and support needed to meet the operational requirements of Glendale Fire Department.

Below, we outline the key differentiators that demonstrate why PSTrax qualifies as a sole source provider.

1. Specialized Solution Built for First Responder Agencies

PSTrax is the industry-leading Operations Readiness and Logistics Management platform purpose-built for first responder agencies. For over 15 years, we have specialized in consolidating essential operations checks—including Vehicle, SCBA, PPE, Critical Asset, Station, Inventory, and Controlled Substance checks—into a single, cloud-based solution. Unlike general software vendors, our entire system is specifically designed to meet the unique needs of first responders.

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2. Tailored, Modular Solution for Maximum Flexibility

PSTrax offers seven fully customizable modules: Vehicle, SCBA, PPE, Critical Asset, Station, Inventory, and Controlled Substance. Your agency can select only the modules you need, with the flexibility to add others as your needs evolve. This modular approach is unique, as other vendors typically require agencies to purchase full-suite solutions, including unnecessary components.

3. Unique, Purpose-Built Functionality Not Available Elsewhere

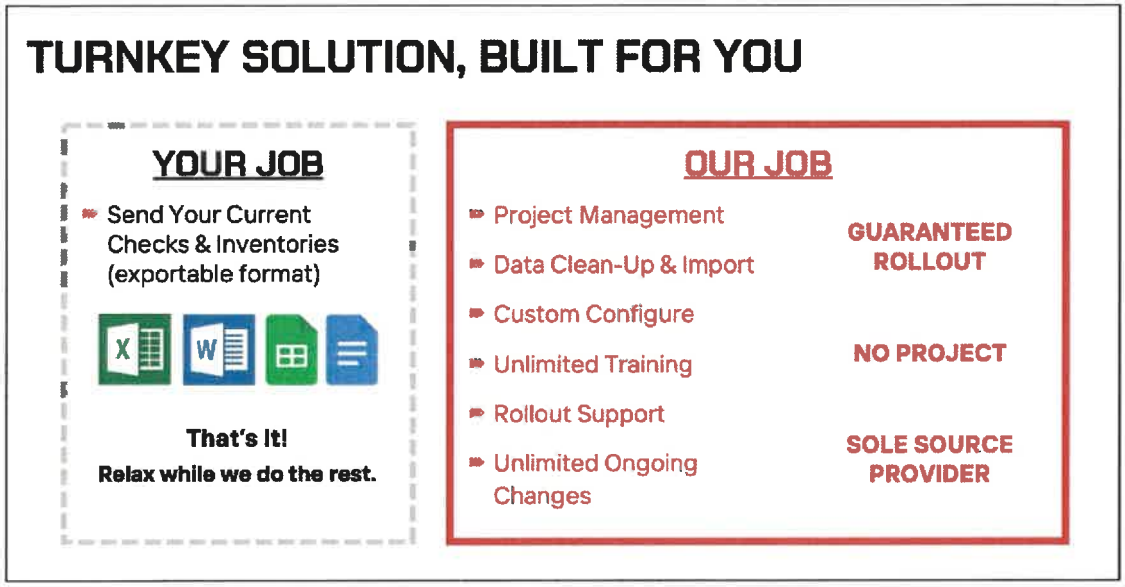
Unlike other vendors that offer basic "bolt-on" solutions as part of larger systems (such as RMS or training platforms), PSTrax is the only stand-alone solution dedicated solely to operations checks and logistics management. Our deep functionality, developed over 15 years of working with first responder agencies, includes features and workflows tailored to operational readiness that cannot be replicated by general-purpose systems.

4. Custom Configuration for Your Agency

We recognize that every agency has unique operational requirements. PSTrax is custom-configured to align with your specific workflows, checklists, and processes. Unlike other vendors that provide off-the-shelf templates, we work closely with your team to ensure that the system fits seamlessly into your existing processes, eliminating the need for major adjustments on your end.

5. Comprehensive, Full-Service Implementation and Ongoing Support

PSTrax offers a turnkey, full-service solution. Our in-house implementation team manages every step of the system setup—from data collection and configuration to deployment. Unlike other vendors that require self-implementation or charge hourly, we handle the entire process, delivering a fully operational, ready-to-use system upon completion.



Additionally, our comprehensive support package includes:

- **Unlimited Support:** No hourly fees or limits—our team is available anytime to assist.
- **Unlimited Training:** Customized training during implementation and ongoing training upon request.
- **Unlimited Ongoing Changes:** We act as your administrative assistant, managing system updates and configuration changes as needed, at no additional cost.

Conclusion

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The combination of specialized functionality, tailored configuration, and comprehensive, full-service implementation sets PSTrax apart as the only vendor capable of meeting the requested operational requirements of Glendale Fire Department. As such, we are recognized as a sole source provider.

If you have any questions or would like additional details, please do not hesitate to contact us.

Thank you,



Scott Bergeron, CEO & Co-Founder
Station Automation Inc. (dba PSTrax)
5837 S. Gallup St Suite 140, Littleton, CO 80120
888.330.6006 Office
scott@pstrax.com

EXHIBIT A: MODULES & PRICING

The pricing below includes:

- **Software License:** Access to the licensed modules.
- **Setup & Implementation:** Includes project management, data import, configuration, training, and rollout.
- **Hosting:** Secure and reliable platform hosting.
- **Unlimited Support:** Ongoing support, including training and configuration updates.

Pricing was created on October 23, 2025 and is valid for 90 days. Please contact your PSTrax representative for adjustments to the modules priced below.

Annual Software License Fees

	Billed	Limit	Metric	Price	Total
Vehicle	Annual	40	Vehicles	$192.00 per year	**$7,680.00** per year
40 vehicle ID #'s : BC151, BR156, E150, E151, E152, E153, E154, E156, E157, E158, E159, HM157, HR159, L152, L155, L157, LA157, LT152, LT155, LT157, MR151, Reserve Engine 1,2, Reserve MR, BC152, C1558, E1540, MR153, MR157, MR158, Reserve BC, 5 Reserve Engines, Reserve Ladder, SWAT Medic Truck, U159, UTV157-S14, UTV1578-C24, UTV159-S15, UTV159-C19, WDC					
Station	Annual	11	Stations / Buildings	$213.00 per year	**$2,343.00** per year
Includes:					
SCBA	Annual	11	Stations / Buildings	$266.25 per year	**$2,928.75** per year
Includes:					

Document Ref: AMHL3-XG4LU-5ATIU-THVDG

	Billed	Limit	Metric	Price	Total
PPE	Annual	11	Stations / Buildings	$266.25 per year	**$2,928.75** per year
Includes:					
Asset	Annual	11	Stations / Buildings	$266.25 per year	**$2,928.75** per year
Includes:					
Supplies	Annual	9	Stations / Buildings	$450.00 per year	**$4,050.00** per year
Includes:					
Controlled Substance	Annual	31	Managed Locations	$250.00 per year	**$7,750.00** per year

Count - 31 managed containers (drug boxes, safes, etc.) including:
Engine 150,151,152,153,154, 156,157, 158, 159, 1540, HM157, HR159, L152, L155, L157, LT152, LT155, LT157, MR151, MR153, MR157, SE Restock 1, 2, SE 151, 152, 158 Arena, Z-1570, Z-1571, Z-1572, Z-1573, Z-1574

One-Time Software Implementation Fees

	Billed	Limit	Metric	Price	Total
Vehicle	One-Time	0.0	Vehicles	$70.00	**$0.00**
Station	One-Time	0.0	Stations / Buildings	$75.00	**$0.00**
SCBA	One-Time	0.0	Stations / Buildings	$70.00	**$0.00**
PPE	One-Time	0.0	Stations / Buildings	$70.00	**$0.00**
Asset	One-Time	0.0	Stations / Buildings	$70.00	**$0.00**
Supplies	One-Time	0.0	Stations / Buildings	$90.00	**$0.00**

Document Ref: AMHL3-XG4LU-5ATIU-THVDG

	Billed	Limit	Metric	Price	Total
Controlled Substance	One-Time	0.0	Managed Locations	$50.00	**$0.00**

Other Services (Optional)

	Billed	Limit	Metric	Price	Total
API Library (INCLUDED)	Annual	0.0	FREE	$0.00 per year	**$0.00** per year
Your IT team can use PSTrax's API library of endpoints to connect and sync data with other critical systems.					
Single Sign On	Annual	0	SSO Users	$10.00 per year	**$0.00** per year
Connect PSTrax to your Identity Provider (ex. Active Directory, Azure, Google, Okta) for centralized login.					
On-Site Training	One-Time	0.0	Days	$1,500.00	**$0.00**
Includes: 1 trainer for X days (Up to 25 students per trainer per day)					
On-Site Document Prep	One-Time	0.0	Days	$1,000.00	**$0.00**
Includes: 1 resource for X days to organize checklists and inventory documents					
Travel Expenses	One-Time	0.0	Trainers	$1,500.00	**$0.00**
Includes: $1000 airfare plus $500 per day for each person					

Ready-To-Use Integrations (Optional)

	Billed	Limit	Metric	Price	Total
First Arriving Integration	Annual	0.0	Users	$3.00 per year	**$0.00** per year

Document Ref: AMHL3-XG4LU-5ATIU-THVDG

	Billed	Limit	Metric	Price	Total
Connect to your First Arriving dashboards to bring PSTrax insights to life — in real time.					
Life-Assist Integration	Annual	0.0	Users	$3.00 per year	**$0.00** per year
Connect Life-Assist to PSTrax to manage your product catalog and POs in one place.					

One-Time Fees :	$0.00
Annual Fees * :	$30,609.25 per year
Year 1 Grand Total (USD) :	**$30,609.25**

Other Special Instructions: None

E.K.

EXHIBIT B: INITIAL TERM & INVOICE

Initial Term

PSTrax offers multi-year agreements, allowing CLIENT to simplify operations by eliminating the need for annual procurement and renewal processes. Software license fees for multi-year terms are invoiced annually, as outlined in the terms below.

Select the Initial Term of the Agreement:

Select 1 to 5 years: 5 years

Annual Software License Fees

Check a payment preference for the Annual Software License Fees:

☑ Pay the entire 1st year's Annual Software License Fees now.

☐ Prorate the 1st year's Annual Software License Fees to the following date: _____

☑ Other instructions (if applicable): _____

N/A for renewals

E.K.

MASTER AGREEMENT

This Master Agreement ("Agreement") is entered into between **Station Automation Inc. (dba PSTrax),** a Delaware corporation with its principal office at 5837 S. Gallup St., Suite 140, Littleton, CO 80120 ("PSTrax"), and **Glendale Fire Department** ("CLIENT"). PSTrax and CLIENT are collectively referred to as the "Parties" and individually as a "Party."

Purpose: CLIENT seeks to utilize PSTrax's hosted "software as a service" modules to enhance and automate its operations. PSTrax agrees to provide these services under the terms and conditions outlined in this Agreement.

TERMS AND CONDITIONS

1. INITIAL TERM. The Agreement will begin on the date both Parties execute it and remain in effect for the Initial Term specified in Exhibit B: Initial Term & Invoice. If no term is specified, the default Initial Term will be one (1) year.

2. TERM COMMITMENT. CLIENT agrees to fulfill the entirety of the Initial Term and is responsible for all fees related to the licensed modules specified in Exhibit A: Modules & Pricing for the duration of the Initial Term.

3. 365-DAY MONEY-BACK GUARANTEE. PSTrax offers CLIENT a 365-Day Money-Back Guarantee for each licensed module. If CLIENT is unsatisfied, it may cancel a module within the 30 days immediately following the 365-day period and receive a full refund of the module's first-year software license fees and one-time implementation fees. Refunds will be processed within 90 days of cancellation. To qualify, CLIENT must:

- Make reasonable efforts to implement and "go live" with the module.
- Ensure that crews actively use the module in their operations to consistently log and complete tasks for a minimum of six (6) months.
- Make reasonable efforts to work with PSTrax to address and resolve any issues before submitting a cancellation request.

4. AUTO-RENEWAL. At the conclusion of the Initial Term or any subsequent Renewal Term, this Agreement will automatically renew for an additional one (1) year unless either Party provides written notice of termination at least 30 days prior to the term's expiration. Renewal Terms will be subject to the then-current pricing and any applicable annual increases. All terms, conditions, and provisions outlined in this Agreement will remain in effect during the Renewal Term(s).

5. TERMINATION NOTICE. Either Party may terminate this Agreement or modify the licensed modules by providing 30 days' written notice prior to the Initial Term or Renewal Term's expiration.

6. LICENSED MODULES. CLIENT is granted a non-exclusive license to use the purchased modules outlined in Exhibit A: Modules & Pricing for the duration of the Agreement.

7. ADDITIONAL MODULES. CLIENT may license additional modules at any time by executing a written amendment to this Agreement.

8. USER ACCESS. PSTrax allows unlimited users. Each user will have a unique login and role-based security access within the system.

9. SCOPE OF WORK. Pricing is based on the "active" number of stations, vehicles, or managed locations listed in Exhibit A: Modules & Pricing. Retired items are not included in this count.

10. ANNUAL AUDIT & SCOPE CHANGES. CLIENT may add stations, vehicles, or managed locations to the system at any time during the year. PSTrax will conduct an annual audit to verify the "active" number of items being managed in the system. If the actual count exceeds the scope specified in Exhibit A: Modules & Pricing, CLIENT will be notified of any additional charges.

11. ANNUAL PRICE INCREASES. Software license fees may increase annually by 5% from the previous year's per-unit pricing to account for additional functionality, inflation, or business costs. CLIENT will receive written notice of any such increase at least 45 days prior to the renewal date. This increase is independent of any price adjustments outlined in Section 4 – Auto Renewal and Section 9 – Scope of Work Increases.

12. PAYMENT TERMS. Invoices are due within 45 days of issuance. First-year annual software license fees and one-time implementation fees will be invoiced upon mutual execution of this Agreement by the Parties. In subsequent years, annual software license fees will be invoiced at least 30 days prior to the anniversary date. Late payments may incur a monthly fee of 1.5% on the outstanding balance. If payments remain overdue for more than 90 days, PSTrax may suspend system access. Any unpaid balances may be referred to collections, with CLIENT responsible for all associated fees.

13. IMPLEMENTATION. PSTrax will manage the implementation of licensed modules, including setup, document organization, configuration, data import, admin training, and go-live support. Both Parties will assign a Project Manager to oversee the process and ensure timely completion. CLIENT must provide required documentation promptly; delays may extend the timeline. CLIENT will have the opportunity to review and approve the modules before go-live.

14. TRAVEL. Unless specified in Exhibit A: Modules & Pricing, travel is not anticipated and is not included in the provided pricing. All implementation, training, and support meetings will be conducted virtually via video conferencing. Any travel requested by CLIENT will be invoiced separately and requires CLIENT's written approval prior to booking.

15. CHANGES TO PLATFORM. PSTrax is a multi-tenant platform and may, at its sole discretion, implement changes to the modules as necessary to maintain or improve the quality, delivery, performance, or cost efficiency of its products and services, enhance its competitive position, or ensure compliance with applicable laws.

16. DATA OWNERSHIP. CLIENT retains ownership of all data entered into the system. Data can be exported via the user interface or requested in digital format (PDF, Excel, or CSV) during the Agreement term and up to 36 months after termination.

PSTrax will retain CLIENT's data for at least 36 months post-termination unless otherwise requested.

17. HOSTING & AVAILABILITY. The system is hosted on Amazon Web Services or a comparable provider. PSTrax is not liable for outages caused by hosting providers but will work to restore service as quickly as possible.

18. FORCE MAJEURE. PSTrax is not liable for delays or interruptions caused by uncontrollable events, such as natural disasters, strikes, or acts of war. PSTrax will resume performance as soon as feasible.

19. COMPLIANCE. Both Parties will comply with all applicable laws. CLIENT is responsible for ensuring that its use of the system, checks, and inspections complies with all applicable local, state, and federal regulations, including but not limited to NFPA, DOT, OSHA, and DEA requirements, as well as manufacturer recommendations and the SOPs of the authority having jurisdiction (AHJ).

20. INTELLECTUAL PROPERTY. All intellectual property rights, including but not limited to software, source code, documentation, designs, trademarks, and other proprietary materials, owned or developed by PSTrax prior to or outside the scope of this Agreement, shall remain the sole property of PSTrax. No rights, licenses, or interests in PSTrax's intellectual property are transferred to CLIENT or any third party except as expressly granted under this Agreement. CLIENT agrees not to reverse engineer, decompile, disassemble, or otherwise attempt to access the source code or underlying ideas of the software.

21. CONFIDENTIALITY. The terms, provisions, and conditions of this Agreement, along with any software, materials, information, files, or documentation exchanged between the Parties, are confidential and proprietary. Neither Party may disclose such information without the other Party's prior written consent, except as required by law or public records obligations, in which case the disclosing Party must notify the owning Party before disclosure.

22. DATA USAGE. By using the software, CLIENT agrees that data they provide (excluding personal or sensitive information as defined by data privacy laws) may be anonymized and aggregated. This data will be used solely to improve the software, develop new tools or services, and enhance features like machine learning and predictive analytics. It will not be sold to third parties.

23. USE OF NAME. CLIENT agrees that PSTrax may identify it as a customer and use its logo and name in promotional materials solely to highlight the business relationship. CLIENT may request PSTrax to cease such use by emailing marketing@pstrax.com. Please allow up to 30 days for the request to be processed.

24. DISPUTE RESOLUTION. The Parties agree to resolve disputes through mutual discussion. If unresolved, they will attempt mediation before litigation. If mediation fails within 60 days, either Party may pursue litigation.

25. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

26. LIMITATION OF LIABILITY. PSTrax's liability under this Agreement, whether arising from contract, tort (including negligence), strict liability, or any other legal theory, is limited to the total software license fees paid by CLIENT in the three (3) months preceding the event giving rise to the claim. This includes liability for data breaches, unauthorized access, or data loss. PSTrax is not liable for indirect, consequential, incidental, special, or punitive damages, including lost revenue or profits, even if advised of their possibility.

27. SEVERABILITY. If any provision of this Agreement, in whole or in part, is deemed unenforceable for any reason, the remaining portions of that provision and the rest of the Agreement shall remain valid and enforceable.

28. ENTIRE AGREEMENT. This Agreement represents the complete understanding between the Parties and supersedes all prior agreements, communications, and understandings, whether written or oral. Any amendments must be approved in writing by both Parties.

29. ELECTRONIC SIGNATURES. This Agreement may be executed electronically, with digital signatures carrying the same legal effect as originals. It may also be signed in counterparts, each considered an original, which together shall constitute a single,

binding document.

BILLING DETAILS

Please provide the best contact information for your agency's billing department or individual responsible for receiving and processing invoices:

Name: Eric Keppler

Title: Deputy Fire Chief

Email: ekeppler@glendaleaz.com

Phone: (623)930-4411

Address: 11550 W. Glendale Ave. Glendale, Arizona 85307

PAYMENT BY WIRE AND ACH

To pay by wire or ACH, please use the following details:

Bank name	**FirstBank**

Bank name	FirstBank
Bank address	10403 West Colfax Avenue Lakewood, CO 80215
Bank phone	800-964-3444
Bank routing & transit #	107005047
For the credit of	Station Automation Inc. (dba PSTrax)
PSTrax address	5837 S. Gallup St., Suite 140 Littleton, CO 80120
PSTrax account #	2435560322
PSTrax account type	Checking

AUTHORIZED ACCEPTANCE

By signing below, CLIENT and PSTrax agree to the pricing, terms, and conditions of this Agreement. Each Party certifies that the individual signing on its behalf is duly authorized to execute this Agreement, binding their respective organization to its terms and obligations. Each organization is responsible for addressing any misrepresentation of authority by its signor.

Glendale Fire Department

Signature: Eric Keppler

Name: Eric Keppler

Title: Deputy Fire Chief

Email: ekeppler@glendaleaz.com

Phone: (623)930-4411

Date: 02 / 09 / 2026

Station Automation, Inc. (dba PSTrax)

Signature: 

Name: Scott Bergeron

Title: CEO

Email: scott@pstrax.com

Phone: 888-330-6006

Date: October 23, 2025

DELIVERY OF EXECUTED AGREEMENT

If signed electronically with PandaDoc, a copy of the executed Agreement will be automatically emailed to both Parties. If printed and signed manually, please scan and email ALL PAGES of the signed Agreement to **melissa@pstrax.com**

CERTIFICATE *of* SIGNATURE

REF. NUMBER
AMHL3-XG4LU-5ATIU-THVDG

DOCUMENT COMPLETED BY ALL PARTIES ON
09 FEB 2026 21:53:40
UTC

SIGNER	TIMESTAMP	SIGNATURE
ERIC KEPPLER EMAIL **EKEPPLER@GLENDALEAZ.COM** SHARED VIA **LINK**	SENT **09 FEB 2026 14:00:13** VIEWED **09 FEB 2026 21:49:20** SIGNED **09 FEB 2026 21:53:40**	 IP ADDRESS **208.48.8.4** LOCATION **GLENDALE, UNITED STATES**

CITY OF GLENDALE, an Arizona municipal corporation

_____
Patrick S. Banger, City Manager

ATTEST:

_____
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Michael D. Bailey, City Attorney

Docusign Envelope ID: 792D1E0B-7286-429D-B8A4-A6A233DD33B9

Glendale
ARIZONA

Procurement Sole Source and Special Procurement Request

(ONCE FORM IS COMPLETED AND SIGNED BY DIRECTOR, PLEASE SEND TO YOUR PROCUREMENT LIASON)

REQUESTOR INFORMATION:

Requestor: Eric Keppler Date: 2/11/2026 Department: Fire Services
Phone Number: 623-930-4411 Email Address: ekeppler@glendaleaz.com
Return To: meismann@glendaleaz.com

PROPOSED VENDOR INFORMATION:

Proposed Vendor: Station Automation, Inc. dba PSTrax Proposed Vendor Contact: Melissa Johnson
Proposed Vendor Address: 5837 S. Gallup St., Suite 140
City, State and Zip Code: Littleton CO 80120
Vendor Phone: 303-546-1103 Vendor Fax:

Procurement method requested:
[X] Sole Source
[ ] Special Procurement

PURCHASE INFORMATION:

Total Cost of this Order: 185,000.00
One time purchase: Yes [ ] No [X]
Federal Money: Yes [ ] No [X]
If yes, explain funding source:

Org #: 10002013 / Object #: 524120 / CIP Project Code:

Description of the product or service requested: Software and support for asset inventory and tracking of fire department equipment and supplies. The Fire Department purchased seven modules (Vehicles, Stations, SCBA, PPE, Critical Assets, Supplies, and Controlled Substance). This will cover the ongoing annual maintenance and licensing for the next five years for the seven modules.

In accordance with Finance Administrative Policy No. 1, I have conducted a good faith review of available sources and determine that there is only one known and/or one practical source for the required items in accordance with the Guidelines for Justification attached.

REQUESTOR CERTIFICATION:

Requestor Eric Keppler Division Fire Resource Date 2/11/2026 Signed by: Eric Keppler 08368E11F500458...

DEPARTMENT DIRECTOR APPROVAL:

Director Ryan Freeburg Division Fire Resource Date 2/25/2026 Signed by: Ryan Freeburg 10BFA2D21EA64D7...

FINANCE DIRECTOR APPROVAL:

In accordance with Finance Administrative Policy No. 1, I have conducted a good faith review of this request and agree that there is only one known and/or one practical source for the required items in accordance with the Guidelines for Justification attached.

Levi D. Gibson, CPA, M.Acc.
Finance Director
Signed by: Levi D. Gibson E1B5496B2C22493...
Date 2/26/2026

Procurement will require a reevaluation and resubmission of a Sole Source / Special Procuremt after:

Single Use Only: [ ] Annually: [ ] End of Contract, including any extensions: [X]

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Glendale
ARIZONA

Procurement Sole Source and Special Procurement Request

(ONCE FORM IS COMPLETED AND SIGNED BY DIRECTOR, PLEASE SEND TO YOUR PROCUREMENT LIASON)

Check the reason(s) below to identify why you have determined the purchase is a **Sole Source or Special Procurement** and attach supporting documentation. Use only column. A purchase cannot be BOTH a sole source and a special procurement

SOLE SOURCE	SPECIAL PROCURMENT
☐ Compatibility. Indicate system, make, model and function	☐ Presents such limited competition that a competitive bid or proposal process cannot reasonably be used
☐ Unique repair/replacement item. Identify item to be used with previous PO number item purchased, and warranty period	☐ Discourages the use of a competitive bid or proposal as it will result in a substantially higher cost to the city, or will otherwise impair the city's financial interests
☐ Supplementary or necessary part required from same manufacturer. Identify in-house equipment and use with existing system	☐ Substantially impede the city's administrative functions or the delivery of services to the public
☒ Unique Item or Services	☐ Does not qualify as a sole source or emergency
☒ Proprietary Specifications (Copyright, patented, etc.)	☐ Has only one provider with the experience and capability to successfully perform the contract
☒ Other reasons, if not above. Explain in justification	☐ Presents a significant time constraint as the need was not known in sufficient time to allow for competitive procurement and time is of the essence

JUSTIFICATION:

Use the Guidelines for Justification of the selected reason(s) above, and provide a full explanation of your reason that the product/service is a sole source or special procurement. Attach all supporting documentation. For a special procurement, attach selected vendor quote and supporting documentation. For a sole source request, you must attach vendor sole source letter, quote, and supporting documentation:

In 2021, Fire Resource Management Division did a search for an asset inventory and tracking system for personal protective equipment for over a year. Standard Automation dba PS Trax were the only vendor to offer a uniquely tailored product for Glendale Fire and at the lowest quote. GFD has utilized all 7 modules: Vehicles, Fire Stations, SCBA (self-contained breathing apparatus), PPE (personal protective equipment), Critical Assets, Supplies and Controlled Substance. The Fire Department has utilized the PSTrax solution since 2021 and expanded from 5 modules to 7 modules in 2025, adding the Supplies Module for EMS supplies and Controlled Substance Module. PS Trax's software and associated modules are proprietary. The initial launch of this system took several months to implement and is now considered the industry standard. It is working very well for us and we would like to continue with this software system. Sole source letter from vendor attached in proposal.

MANDATORY RESEARCH DOCUMENTATION REQUIREMENT:

Provide a detailed explanation of efforts made to determine the availability of the product or service from any other vendor, including other distributors:

The Glendale Fire Department performed the initial RFQ process when it was determined that we needed a program to track assets and equipment. The Fire Department added the Supplies Module and Controlled Substances module to support the Emergency Medical Services (EMS) Division in 2025. The EMS Division explored other solutions to address managing supplies and controlled substances, and determined that PS Trax was a good solution. At this point, we are embedded in this program and switching would take time and money that is unnecessary as PS Trax meets the Fire Department's needs. PS Trax's software and associated modules are proprietary.

Docusign Envelope ID: 792D1E0B-7286-429D-B8A4-A6A233DD33B9

Glendale
ARIZONA

Procurement Sole Source and Special Procurement Request

(ONCE FORM IS COMPLETED AND SIGNED BY DIRECTOR, PLEASE SEND TO YOUR PROCUREMENT LIASON)

PREPARER NOTE: If this is a vehicle or technology purchase, concurrence of the Fleet Director or the IT Director will be required.

Technology

ADDITIONAL APPROVAL:		
IT Director Signed by: S Martin 3B794D162BFD421...	Fleet Director	2/26/2026 Date

Approval of a vendor as a sole source or a special procurement only determines the procurement method. Council approval and a signed contract may also be required.

AGENDA ITEM: 16.

CITY COUNCIL REPORT

MEETING DATE: 05/12/2026
SUBMITTED FOR: John Kennedy, Director
DEPARTMENT: Parks and Recreation

Subject

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH AMERICAN RAMP COMPANY FOR REPAIRS AND MAINTENANCE OF PARKS AND RECREATION FACILITIES
Presented by: John Kennedy, Director, Parks and Recreation

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a linking agreement with American Ramp Company to provide repairs and maintenance for parks and recreational facilities on an as needed basis in the amount not to exceed $400,000 for the entire term of the agreement; and to authorize the City Manager to renew the agreement annually, at his discretion, for three (3) additional one-year terms. The initial term of the Agreement is from the effective date until October 20, 2029.

Background

American Ramp Company was awarded a contract (Contract #090425-ARC) on October 16, 2025, by the State of Minnesota through Sourcewell, a government purchasing and service cooperative, to provide skatepark, bike park, pump track, and BMX track solutions with related equipment, accessories, and services. Staff is requesting to utilize the cooperative purchase through Sourcewell, in which the City of Glendale is a member. The Sourcewell contract (Contract #: 090425-ARC) is effective through October 20, 2029, with three (3) one-year extensions if the Cooperative Agreement is likewise extended by the original contracting parties. The contract may not be extended beyond October 20, 2032.

Cooperative purchasing allows counties, municipalities, schools, colleges, and universities in Arizona to use a contract that was competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts, and provides the opportunity to take advantage of volume pricing. The Glendale City Code authorizes cooperative purchases when the solicitation process utilized complies with the intent of Glendale's procurement processes. This cooperative purchase is compliant with Chapter2, Article V, Division 2, Section 2-149 of the Glendale City Code, per review by the Procurement Division.

Analysis

The Foothills Skate Court was constructed specifically to address the needs of skateboarders by providing a dedicated facility. The Glendale Heroes Park X-Court was constructed as a bike park for BMX, skateboard, and scooter enthusiasts, offering a versatile space that accommodates a variety of activities.

These types of activities place significant wear on the surface, and both facilities require periodic maintenance and repairs to ensure safe conditions for users. American Ramp Company specializes in the maintenance and repair of skate and bike parks and will provide these services to the City on an as-needed basis.

Community Benefit/Public Involvement

Maintaining and repairing the City's skate park and X-Court is necessary to provide well-maintained, safe parks and courts for Glendale residents.

Fiscal Impact

Fiscal Year:	FY2025-26
Fiscal Year Amount Requested:	$50,000
Budgeted Y/N?:	Y
Account:	Various
Transfer Required? Y/N:	N
If Yes, what account will be used?:	

Budget and Financial Impacts:

Funding is available in the Fiscal Year 2025-2026 operating budget. Expenditures with American Ramp Company are not to exceed $400,000 for the entire term of the Agreement, including all renewals. Expenditures beyond the current fiscal year are contingent on Council budget approval.

Attachments

Linking Agreement with American Ramp Company

How was the item procured: Linking Agreement

Strategic Plan Connection:

Tier 1 Objective: Improve Community Experience

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
AMERICAN RAMP COMPANY FOR
SKATEPARK, BIKE PARK, PUMP TRACK, AND BMX TRACK SOLUTIONS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

This Linking Agreement ("Agreement") is entered into as of this day of , 2026, between the City of Glendale, an Arizona municipal corporation ("City"), and American Ramp Company, a Missouri corporation, authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

A. On October 16, 2025, Sourcewell, a government and service purchasing cooperative, entered into a contract with Contractor to purchase the goods and services described in the Skatepark, Bike Park, Pump Track, and BMX Track Solutions with Related Equipment, Accessories, and Services ("Cooperative Agreement"), which is attached hereto as **Exhibit A**. The Cooperative Agreement allows its cooperative use by other governmental agencies, including the City.

B. Section 2-149 of the City's Procurement Code permits the Finance Director to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.

C. Section 2-149 also provides that the Finance Director may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.

D. The City wishes to contract with Contractor for supplies or services identical to those being provided to other units of government under the Cooperative Agreement. Contractor consents to the City's cooperative use of the terms and conditions of the Cooperative Agreement, and agrees to provide the supplies and services set forth in the Statement of Work appended hereto as **Exhibit B**.

AGREEMENT

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

1. Term of Agreement.

   A. As provided in the Cooperative Agreement, purchases can be made by governmental entities from the date of award, which was October 15, 2025, until the date the contract terminates on October 20, 2029, unless the term is extended by mutual agreement of the parties to the Cooperative Agreement. The Cooperative Agreement, however, may not be extended beyond October 20, 2032. The initial period of this Agreement is the period from the Effective Date of this Agreement until October 20, 2029.

   B. The City may extend the term of this Agreement for three (3) additional one-year terms if the Cooperative Agreement is likewise extended and the City gives the Contractor notice that it is exercising its option to extend this Agreement 30 days prior to the anniversary of

the Effective Date. Glendale extensions are not automatic and shall only occur if the City affirmatively exercises its right to extend this Agreement.

2. Scope of Work; Terms, Conditions, and Specifications.

A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as **Exhibit B.**

B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as **Exhibit C.**

B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed four hundred thousand dollars ($400,000) for the entire term of the Agreement (initial term plus any extensions).

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

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

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

6.1 Contractor to provide the following coverage in addition to the insurance requirements included in the Sourcewell Cooperative Purchasing Master Agreement:

a. Auto. A business auto policy providing a liability limit of at least $2,000,000 per accident for Contractor and $2,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles

b. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy provided at least the minimum benefits required by Arizona law.

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

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

9. Uyghur Forced Labor Prevention Act (UFLPA). Contractor certifies that it does not currently, and during the term of this Agreement, will not use:

   a. the forced labor of ethnic Uyghurs in the People's Republic of China;

   b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and

   c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

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

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

City of Glendale
c/o Sam Chiovari, Parks Superintendent
6210 W. Myrtle Ave, Building B
Glendale, AZ 85301
schiovari@glendaleaz.com

and

Blake Robinson, Action Sports Development Specialist
American Ramp Company
601 S. McKinley Avenue
Joplin, MO 64801
Phone: 417-206-6816, ext. 124
blake@americanrampcompany.com

(Signatures on following page)

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

"City"

City of Glendale, an Arizona
municipal corporation

By: _____
Patrick S. Banger
City Manager

ATTEST:

_____
Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

"Contractor"

American Ramp Company,
a Missouri corporation

By: _____
Name: Jonathon Hunter
Title: President/CEO

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
AMERICAN RAMP COMPANY
FOR
SKATEPARK, BIKE PARK, PUMP TRACK, AND BMX TRACK SOLUTIONS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

EXHIBIT A
SOURCEWELL GOVERNMENT AND SERVICE COOPERATIVE PURCHASING AGREEMENT FOR AMERICAN RAMP COMPANY MASTER AGREEMENT NO. 090425-ARC

Docusign Envelope ID: 59128C0B-69D3-462A-B5BB-0FA0BE14980B

Exhibit A

MASTER AGREEMENT # 090425
CATEGORY: Skatepark, Bike Park, Pump Track, and BMX Track Solutions with Related Equipment, Accessories and Services
SUPPLIER: American Ramp Company, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and American Ramp Company, Inc., 601 S. McKinley Ave., Joplin, MO 64801 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1: General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

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Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on October 20, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #090425 to Participating Entities. In Scope solutions include the following made with made with concrete, asphalt, metal, wood, synthetic, composite, or organic materials, including, but not limited to: pre-cast, poured, cast-in-place, and hybrid solutions:
   a) Skatepark;
   b) Bike Park;
   c) Pump Track;
   d) BMX Track – sanctioned and non-sanctioned; and
   e) Equipment, Accessories, and Services related to the offering of the solutions described in Sections 1. a. – d. above, including design-build services, site assessment, site preparation, installation, maintenance or repair, and warranty programs.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) **Supplier Representations:**

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i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier

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certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

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xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

   A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms,

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administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or

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remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

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18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
    a) **During the term of this Agreement:**
        i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

        ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

    b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

    c) **Use; Quality Control.**
        i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

        ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

    d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and

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Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.

- $1,500,000 each occurrence Bodily Injury and Property Damage
- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	American Ramp Company, Inc.
Signed by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: 76FE38D5205247D...
By: _____	By: _____
Jeremy Schwartz	Jonathon Hunter
Title: Chief Procurement Officer	Title: President/CEO
Date: 10/16/2025 | 8:11 PM CDT	Date: 10/16/2025 | 10:02 AM PDT

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RFP 090425 - Skatepark, Bike Park, Pump Track and BMX Track Solutions with related Equipment, Accessories, and Services

Vendor Details

Company Name:	AMERICAN RAMP COMPANY INC
Does your company conduct business under any other name? If yes, please state:	Progressive Bike Ramps
Address:	601 S. McKinley Avenue Joplin, MO 64801
Contact:	Heather Ogden
Email:	heather@americanrampcompany.com
Phone:	417-206-6816
Fax:	417-206-6816
HST#:	35-2353308

Submission Details

Created On:	Thursday July 31, 2025 11:21:53
Submitted On:	Thursday September 04, 2025 15:46:10
Submitted By:	Heather Ogden
Email:	heather@americanrampcompany.com
Transaction #:	e91ac305-df5b-4363-9700-d91aa6257283
Submitter's IP Address:	147.243.17.144

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	American Ramp Company, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Canadian Ramp Company	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	DW4AWKW79H63	*
5	Provide your NAICS code applicable to Solutions proposed.	237990 321999 327390 331221 332323 339950 339920 238910 238990	
6	Proposer Physical Address:	601 S. McKinley Ave. Joplin, MO 64801	*
7	Proposer website address (or addresses):	www.americanrampcompany.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Jonathon Hunter President/CEO 601 S. McKinley Ave., Joplin, MO 64801 john@americanrampcompany.com 417-206-6816	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Heather Ogden Senior Project Manager 601 S. McKinley Ave., Joplin, MO 64801 heather@americanrampcompany.com 417-206-6816	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ashley Reynolds Contract Administrator 601 S. McKinley Ave., Joplin, MO 64801 areynolds@americanrampcompany.com 417-206-6816	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	American Ramp Company (ARC) is the premier global action sports firm, serving municipalities, camps, and private clients worldwide. For more than 25 years, we have delivered turnkey solutions — spanning design, manufacturing, and construction — for skateparks, bike parks, pump tracks, and BMX tracks. Our commitment to quality, innovation, and service excellence has made ARC the trusted leader in the action sports industry. We believe communities need safe and challenging places to gather and recreate. Our passion is rooted in action sports — as designers, builders, and participants. We know that getting people outside and active changes lives, and changing lives helps change the world. ARC began in a Midwest garage when founder Nathan Bemo, fresh out of college with a business degree and no interest in wearing a tie, built and sold his first skate ramp. That same entrepreneurial spirit continues to drive the company today. Nathan remains actively involved in park design, ensuring that every project reflects an authentic, rider-informed approach. We are proud to be the only action sports contractor in the world offering every major skate and bike park construction method. This unique capability allows us to provide unbiased guidance to our clients, tailoring solutions to each community's needs. We approach every project not as salespeople, but as passionate riders, builders, and collaborators. Our core values — innovation, integrity, inclusivity, and community — are reflected in everything we do. We believe action sports are vital to community life, giving young people and families a safe, challenging, and healthy outlet for recreation and growth. Our team of dedicated professionals are not only experts in their craft, but also passionate advocates for the transformative power of outdoor activity. Our mission is simple: to help communities invest in high-quality, inclusive spaces where individuals can thrive through movement, creativity, and connection. At American Ramp Company, we are more than a business — we are a family committed to changing lives through action sports. In August 2024, ARC became an Employee Stock Ownership Plan (ESOP) company, ensuring that our employees share directly in the success of the company they help build every day.	*
12	What are your company's expectations in the event of an award?	American Ramp Company has proudly held a Sourcewell contract for nearly 15 years, consistently focusing on building and strengthening relationships with both new and existing Sourcewell members. We remain committed to utilizing Sourcewell as our primary procurement vehicle and will continue to actively promote its value to prospective customers. As we have for over a decade, if awarded the contract, we will encourage non-member organizations to join Sourcewell and experience the benefits of purchasing directly through the cooperative agreement. To support this initiative, ARC employs a dedicated contract manager who is well-versed in every aspect of the Sourcewell agreement and readily available to assist both our sales team and our customers with questions throughout the procurement process. At ARC, we are confident in our knowledge and application of the Sourcewell program and firmly believe it represents the most effective and streamlined solution for meeting our customers' needs. From the early years of our partnership, we have proudly contributed to growing awareness of Sourcewell, including supporting multiple statewide adoptions. We will continue to educate, guide, and serve our customers on the many benefits of cooperative purchasing through Sourcewell.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Please find attached our most recent financial statements, which demonstrate the financial strength, stability, and overall soundness of our organization. In addition, we have included a letter of credit from our financial institution, a confirmation of bonding capacity from our long-standing surety partner, and three reference letters from satisfied clients. We take pride in our strong and enduring relationship with our surety company — a relationship built on trust and consistent performance — which reflects their confidence in our ability to successfully deliver projects of varying size and scope. Together, these documents provide clear evidence of our ability to meet financial obligations and effectively support the scopes of work we deliver. The above-referenced documents have been uploaded in the Documents section under Financial Strength and Stability, titled "Financials, Letter of Credit, Surety Letter, References, ACI Certifications."	*

14	What is your US market share for the Solutions that you are proposing?	As a diversified provider of products and solutions across the action sports landscape, our market share varies by segment. In skatepark design and construction, we believe ARC holds the largest share in the U.S. market across all major construction methods, representing approximately 20% of the total U.S. skatepark market. In the pump track and BMX track segment, we currently maintain an estimated 50% share of the U.S. sustainable surface pump track market. We also hold a dominant position in both the modular pump track and manufactured bike park equipment markets, with an estimated 75% share in each. These figures highlight our leadership, proven expertise, and ongoing commitment to delivering high-quality, innovative action sports infrastructure solutions nationwide.	*
15	What is your Canadian market share for the Solutions that you are proposing?	We maintain a strong presence in the Canadian market across multiple segments of the action sports industry. Specifically, we hold well over 50% of the market share for manufactured skatepark equipment. In the modular pump track segment, we also command over 50% of the Canadian market. Additionally, in the built-on-site hard-surface pump track market, we estimate our current market share to be approximately 25%. These figures reflect our established footprint in Canada and our ongoing commitment to delivering innovative, high-quality solutions worldwide.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Neither American Ramp Company nor any identified Responsible Party has been involved in any bankruptcy proceedings. We acknowledge the requirement to notify Sourcewell in writing should we enter into bankruptcy proceedings at any point during the evaluation period of this RFP.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	American Ramp Company is both a manufacturer and a service provider. We maintain a factory-direct sales force of 16 Action Sports Sales Specialists who focus exclusively on promoting and selling ARC products and services. Our sales team provides full coverage across the U.S. and Canada, dedicating roughly half of their time to in-person client engagement. Supporting their efforts, our Business Development department is dedicated to identifying new opportunities, researching upcoming projects, initiating client contact, and qualifying leads for our sales specialists. All sales and business development personnel are direct employees of ARC, ensuring consistent messaging, deep product knowledge, and a high standard of customer service. They are further supported by the greater ARC organization of nearly 150 employees committed to designing and building innovative, meaningful community recreation spaces.	*

18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	While many states do not require contractor licensing, American Ramp Company currently holds 22 active contractor licenses across the U.S., in addition to numerous business licenses and Secretary of State registrations. ARC is fully capable of directly executing projects in all U.S. states and Canadian provinces, maintaining complete compliance with licensing and certification requirements in every jurisdiction where we operate. We also ensure that all third-party partners and subcontractors engaged in our projects are properly licensed and certified in accordance with applicable federal, state, provincial, and local regulations. This includes verification of contractor registrations, trade-specific licenses, and adherence to all building codes and safety standards. As an approved vendor with numerous public agencies and municipalities, ARC proactively manages its licensing portfolio and continuously monitors regulatory changes to ensure ongoing compliance. In addition, ARC is a proud member of the following professional organizations and actively participates in their conventions and industry events: *Washington Recreation & Park Association *Utah Recreation & Parks Association *Colorado Parks & Recreation Association *California Park & Recreation Society *National Recreation & Park Association *Ohio Parks & Recreation Association *Pennsylvania Recreation & Park Society *Illinois Parks & Recreation Association ARC also employs certified ACI nozzlemen, ensuring technical expertise and quality in specialized concrete applications. Supporting documentation has been uploaded in the Documents section under Financial Strength and Stability, titled “Financials, Letter of Credit, Surety Letter, References, ACI Certifications.”	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Neither the Proposer or any identified Responsible Party has been subject to any debarment or suspension within the past seven (7) years. We acknowledge the requirement to notify Sourcewell in writing should any debarment or suspension occur during the evaluation period of this RFP.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	While American Ramp Company has served as the trusted contractor behind numerous award-winning skateparks, the following seven recognitions represent some of our most notable achievements over the past five years: *2025 Joplin Area Chamber of Commerce – Business of the Year Award *2025 Project of the Year Award – Whitney Community Park Pump Track (Rocklin, CA) *2025 ORPA Design and Construction Award – Cedar Park / Base Camp Action Sports Park (Sandy, OR) *2024 Prestigious Excellence in Engineering Award – Montauk Skatepark (Montauk, NY) *2024 California Parks and Recreation Magazine – Cover Feature: Laguna Beach Skatepark *2023 mParks Design Award for Outstanding Park – Ingham County (MI) Parks Department (Ingham County, MI) – Dirt School *2020 APRA Outstanding Facility of the Year Award – Festival Fields Park (Avondale, AZ) *2020 APWA/IE Small Project of the Year Award – Ronald Reagan Sports Park (Temecula, CA)	*
21	What percentage of your sales are to the governmental sector in the past three years?	Over the past three years, approximately 85% of our total sales have been to government entities, including state, county, and municipal agencies, as well as various parks and recreation commissions. Of this, roughly 5% of our sales have been to federal government agencies, while the remaining 10% of our business is with private sector clients. This strong focus on the public sector reflects our deep experience in meeting the specific requirements of government-funded projects.	*

22	What percentage of your sales are to the education sector in the past three years?	Historically, less than 1% of our total sales over the past three years have been to the public education sector. However, we have continued to see a growing interest in bike-focused infrastructure driven by the rise of school-sponsored cycling programs. In response, we launched a targeted initiative in mid-2020 to expand our reach into the education market, with a focus on developing bike-related solutions for K-12 schools and campuses. We anticipate continued growth in this sector as awareness and demand increases, and we are enthusiastic about the opportunity to partner with Sourcewell to support and expand our efforts in serving the education market.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Purchasing Contracts Utilized: Sourcewell - Contract #112420-ARC (Primary Contract Vehicle): *2025 (through Q2): $8,550,960 *2024: $9,671,313 *2023: $17,903,083 *2022: $7,439,347 PA Costars - Contract #014-002: *2024: $0 *2023: $0 *2022: $0 State of New Jersey Purchasing Contract - Contract #16-FLEET-00129: *2024: $0 *2023: $0 *2022: $0 CMAS - Contract #4-19-78-0034B: *No projects performed under CMAS at time of bid BuyBoard - Contract #ARC679-22: *Awarded in 2025 - no projects performed under BuyBoard at time of bid	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA Contract #GS-03F-064GA *2024: $51,250 *2023: $0 *2022: $0	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Bluffdale, UT	Jennifer Robison - Public Works Manager	801-849-9421	*
City of Ocoee, FL	Mark Johnson - Parks and Recreation Director	407-877-5803	*
City of Hutchinson, KS	Justin Combs - Parks and Recreation Director	620-694-1912	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	American Ramp Company maintains a dedicated in-house sales and customer service team that has proudly served Sourcewell member agencies for over a decade. Our team is centrally trained to deliver a consistent, high-quality customer experience across all projects. To best serve our partners, we organize our sales force into four regions — East Coast, Central, West Coast, and Canada. This regional approach allows each representative to specialize in the unique needs of their territory, making the process more efficient and customer-friendly. ARC's sales team also leverages Sourcewell's resources and professional development opportunities, such as webinars and the Sourcewell Academy, to stay current with the latest information and best practices.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	American Ramp Company primarily operates through a factory-direct sales model supported by our captive, in-house sales team. However, we also maintain non-exclusive relationships with several dealers, particularly in cases where customers are seeking action sports solutions outside of the dealers' core areas of expertise. Many of these dealer partnerships are with PlayPower-affiliated representatives, several of whom also hold Sourcewell contracts. This alignment allows for seamless integration when discussing Sourcewell-related opportunities. Sales through our dealer network currently account for less than 5% of our total revenue, as the vast majority of projects are managed directly by ARC's internal sales and project teams to ensure consistent and specialized customer experience.	*
28	Service force.	All customer service and warranty support is managed directly through our corporate office by our dedicated customer support and installation teams. Given the highly connected nature of the parks and recreation industry, we understand that delivering an exceptional customer experience is essential — and we believe the best way to ensure this is by maintaining direct control over all aspects of service and support. American Ramp Company employs a team of over 30 trained professionals, including equipment installers, on-site construction crew members, and maintenance personnel, enabling us to deliver high-quality park solutions nationwide. Our in-house maintenance team is also equipped to handle warranty claims and ongoing service requests with minimal turnaround time, ensuring a responsive and consistent customer experience from start to finish.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Our in-house sales team and project specialists work directly with each member agency, ensuring clear, consistent communication throughout the process. Proposals are prepared in full compliance with Sourcewell requirements and provided directly by our team. All documents and order forms are coordinated through a single point of contact, then reviewed by our in-house Sourcewell contract specialist for accuracy and completeness.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	At American Ramp Company, we prioritize clear communication, responsiveness, and long-term client satisfaction at every stage of a project. Each project is assigned a dedicated Project Manager who serves as the primary point of contact. This individual is responsible for proactive communication, ensuring all milestones, updates, and client needs are addressed promptly and effectively. To enhance transparency and collaboration, ARC uses Buildertrend, a project management platform that provides clients with real-time access to: *Daily project reports *Progress photos *Weather conditions affecting work *Construction schedules *Task updates and timelines This platform ensures our clients remain consistently informed and engaged throughout the life of the project. Once installation is complete, ARC continues its customer-first approach through a structured follow-up process. We reach out to each client at least twice per year to check on project condition, address concerns, and ensure ongoing satisfaction. This practice not only reinforces our commitment to service but also helps us build strong, lasting relationships. ARC also maintains strict response-time commitments. All customer inquiries, warranty claims, and service requests are handled directly by our in-house support team. We strive to respond to all inquiries within 24–48 business hours, with expedited responses available for urgent issues. To uphold these standards, our internal teams are performance-evaluated on customer satisfaction metrics, response time, and project outcomes. While we do not currently offer external incentives, we provide ongoing training and accountability measures to ensure the highest levels of service excellence.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	American Ramp Company has proudly utilized a Sourcewell contract for nearly 15 years, consistently delivering high-quality action sports infrastructure to participating entities across the United States. In that time, we have successfully completed projects in more than 40 states (and two Canadian provinces via Canoe), generating over $46 million in sales through the Sourcewell contract since our initial award. We remain fully committed to expanding our reach and have set a goal to double our pace over the next contract term, with the objective of serving all 50 states and every Canadian province. ARC strongly supports the cooperative purchasing model Sourcewell provides, and we actively promote our contract through presentations, client outreach, and at all major trade shows and industry events. Our team is deeply experienced in cooperative procurement and stands ready to assist Sourcewell participating entities in leveraging the contract for streamlined, compliant purchasing. We view our Sourcewell partnership as a cornerstone of our mission to expand access to safe, innovative, and community-focused recreational spaces.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	American Ramp Company is fully committed to supporting Sourcewell participating entities across Canada. We are encouraged by the progress that Sourcewell and Canoe Procurement Group have made in increasing recognition and adoption of the cooperative purchasing contract within the Canadian market. Canadian Ramp company, a subsidiary of ARC, maintains a dedicated office in Ontario, along with Canadian-based sales and installation team members, enabling us to deliver responsive, localized service and support. Our team is actively engaged in educating clients and partners throughout Canada on the benefits and efficiencies of procuring through the Sourcewell contract. We are enthusiastic about continuing to grow our presence in Canada and are fully prepared to assist municipalities, schools, and other eligible entities in leveraging the Sourcewell/Canoe partnership to streamline their procurement processes and gain access to high-quality action sports solutions.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	There are no geographic areas within the United States or Canada that American Ramp Company is unable or unwilling to fully service under the proposed Sourcewell agreement. Our team is equipped and committed to providing comprehensive coverage and support to all eligible entities across both countries.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	There are no account types within the United States or Canada that American Ramp Company is unable or unwilling to fully service under the proposed Sourcewell agreement. All eligible Participating Entities will have full access to our solutions without restriction.	*

35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific restrictions that would limit American Ramp Company's ability to serve Participating Entities in Hawaii, Alaska, or U.S. Territories under the proposed Sourcewell agreement. We have a proven history of successfully completing projects in these regions, as well as in remote areas of Canada, international municipalities, U.S. military bases, and through global dealer networks. While shipping terms, delivery timelines, and associated costs may vary depending on the destination, we are fully equipped to handle logistics to these areas. A customized freight and delivery quote will be provided as part of the project estimate, ensuring clarity and accuracy for each customer.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, we offer flexible payment options to meet member agency needs, including extended terms such as Net 60, Net 90, and financing plans.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Every project quote issued by American Ramp Company includes language encouraging customers to make their purchase through Sourcewell. We also feature Sourcewell information and links across our customer-facing digital marketing materials — including our website — and highlight our Sourcewell contract in industry publications. In addition, ARC regularly incorporates procurement education into our continuing education sessions and "lunch-and-learns," where we emphasize how Sourcewell provides the most efficient and effective method for project procurement. At the nearly 40 tradeshows our sales team attends each year, we prominently display Sourcewell signage and provide collateral materials to further promote the contract. Supporting documentation, which includes a copy of our marketing material, has been uploaded in the Documents section under Marketing Plans/Samples, titled "2025 Portfolio Catalog."	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	American Ramp Company strategically leverages technology and digital data to strengthen our marketing efforts, engage target audiences, and expand customer awareness. Our dedicated marketing team ensures our website remains current, user-friendly, and optimized. By utilizing web analytics and metadata, we track user behavior, search trends, and key market interests. These insights guide content development, SEO strategy, and targeted messaging, ensuring our online presence evolves with the needs of our customers. ARC also maintains an active presence on Facebook, Instagram, and YouTube, where we: *Share project updates and completed installations *Highlight community impact and end-user experiences *Promote new product launches and events *Build brand awareness and credibility Our social media strategy is designed to be both informative and engaging, showcasing real-world applications of our solutions while fostering community connection. We complement these efforts with targeted email campaigns (E-Blasts) tailored by geography or market segment. Campaigns are deployed to current and prospective clients when: *A new park opens in their region *We attend local or regional trade shows *A new product or service is introduced These data-informed campaigns ensure our messaging is timely, relevant, and effective in keeping ARC top-of-mind. In addition, ARC partners with nearly a dozen professional athletes and industry influencers who actively promote our company and projects across their digital and social platforms, further extending our reach and credibility. Together, these tools allow ARC to maintain a strong digital presence, measure performance, and continuously refine our outreach strategies to better serve our clients.	*

39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	We view Sourcewell as a strategic partner in promoting cooperative purchasing opportunities and increasing visibility for awarded vendors among its participating entities. We anticipate Sourcewell will continue to play an active role by: *Driving awareness of American Ramp Company's awarded contract through its online vendor portal and promotional tools *Referring interested members to our Sourcewell vendor page, which includes detailed contract information and direct contact links *Supporting education and outreach, helping us inform prospective members about the value and efficiency of cooperative purchasing Sourcewell has historically been highly supportive in promoting our contract. Their team has participated in joint sales efforts, including conference calls with clients, where they explain the benefits of using the Sourcewell contract — especially to organizations not yet registered as members. This collaborative approach has been instrumental in successfully onboarding new Sourcewell users. We have fully integrated Sourcewell into our sales and marketing workflows. This includes: *Training our sales team to present Sourcewell as a primary procurement pathway *Including Sourcewell contract details in all quotes, proposals, and marketing materials *Promoting the contract through our website, social media, trade show displays, and e-blasts *Educating customers on the advantages of using Sourcewell, including time savings, procurement compliance, and cost-efficiency We will continue to promote Sourcewell's value to both existing members and prospective clients, aligning our efforts with Sourcewell's mission to streamline procurement for public-sector entities.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to the customized and design-driven nature of our products and services, American Ramp Company does not offer traditional online ordering through our website. The majority of our solutions — such as skateparks, pump tracks, and bike park infrastructure — require site-specific planning, design collaboration, and community engagement prior to procurement. As such, a standardized e-commerce model is not conducive to delivering the level of quality and customization our projects demand. However, we are highly flexible in adapting to the procurement preferences of governmental and educational customers. We routinely process transactions through various methods, including: *Purchase orders *Credit cards *P-cards (procurement cards) We are experienced in navigating public-sector procurement requirements and frequently work with municipalities, school districts, and other government agencies to meet their internal purchasing protocols. While we do not currently have a formal e-procurement platform, we are committed to working within any approved procurement systems our clients utilize, and we are open to integrating with third-party e-procurement portals if required. There is no additional cost to Sourcewell members for using these procurement methods under our contract.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	

41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	American Ramp Company offers complimentary maintenance training to all Sourcewell participating entities at the time of project installation. As part of our commitment to long-term project success and customer satisfaction, this on-site training is conducted by the ARC installation crew lead and covers: *Basic maintenance procedures *Inspection best practices *Tips for extending the lifespan of equipment and materials *Safety checks and operational recommendations This training is standard and provided at no additional cost as part of the installation process. Our goal is to ensure each customer's staff is fully equipped to maintain their facility effectively, promoting safety and maximizing the value of their investment. For clients seeking additional support, ongoing or supplemental training can be arranged upon request, and our customer support team remains available for follow-up questions or virtual assistance.	*
42	Describe any technological advances that your proposed Solutions offer.	American Ramp Company is committed to innovation and continuous improvement across all aspects of our products and services. Our Design and Engineering teams actively monitor trends and advancements within the action sports industry to ensure our solutions remain at the forefront of functionality, safety, and user experience. One of the key technological advancements we offer is the integration of multimedia and digital tools into our park infrastructure. For example: *We have developed interactive signage that includes QR codes which, when scanned by a mobile device, direct users to "How to Use This Equipment" instructional videos. This helps park users — especially those new to action sports — understand how to safely and effectively engage with the equipment. *These digital resources are customized to each facility, and can include site-specific safety messages, tutorials, and best practices for equipment use, enhancing both accessibility and educational value. Additionally, our internal design processes leverage the latest in 3D modeling and visualization tools to improve project planning, customer communication, and final deliverables. This technology allows clients to experience their park before it's built, improving decision-making and design outcomes. We are continuously exploring ways to incorporate smart park features, digital user engagement, and data collection tools to further enhance the long-term value and performance of our projects.	*

43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	At American Ramp Company, we take great pride in delivering high-quality skateparks while prioritizing environmental responsibility at every stage — from design to manufacturing to construction. As a leader in the action sports industry, we believe it is our duty to lead by example, minimizing our ecological footprint while maximizing the value of every project. We know that building durable, long-lasting skateparks right the first time reduces waste, eliminates unnecessary repairs or replacements, and conserves valuable resources. - Founding Member of Green Skate - In response to the lack of baseline environmental standards in the skatepark industry, ARC co-founded Green Skate, an initiative developed with other industry leaders to establish sustainability benchmarks specific to skatepark production and maintenance. - Our Core Sustainability Practices - 1. Sustainable Site Selection & Development *Redevelop neglected sites or brownfields to reduce urban sprawl *Design projects with at least 20% vegetated open space to protect local habitats *Minimize the heat island effect and manage stormwater runoff to prevent water pollution 2. Responsible Design & Manufacturing *Use recycled and recyclable materials in equipment and structures *Select low-emitting finishes and incorporate solar-powered or high-efficiency lighting when applicable *Employ lean manufacturing practices to reduce energy, material, and labor waste through on-demand production and minimal excess inventory 3. Environmentally Conscious Partnerships *Collaborate with suppliers who demonstrate strong environmental stewardship *Prioritize local vendors to minimize emissions from material transportation 4. Waste Reduction in Construction *Recycle or salvage materials from land clearing, manufacturing, and demolition *Continuously evaluate and eliminate inefficiencies to reduce construction waste 5. Sustainable Company Culture *Promote a workplace culture that encourages ongoing evaluation and improvement of sustainable practices *Employ LEED-accredited professionals to integrate sustainability principles across our operations - Certifications & Commitment - *Green Skate: Founding member and active participant in shaping industry-wide environmental standards *LEED Accredited Professionals: On staff to guide sustainable project development At ARC, our commitment to sustainability is not a marketing trend — it is a core principle that informs every decision we make. By focusing on smart site use, efficient processes, responsible partnerships, and enduring products, we are not only building the best skateparks in the world — we are helping preserve it.	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	American Ramp Company does not currently hold third-party issued eco-labels, ratings, or formal certifications related to energy efficiency, life-cycle design, or other sustainability factors. However, we are deeply committed to environmentally responsible practices through the careful selection of materials and construction methods we incorporate into our projects. - Key Sustainability Efforts - *Recycled Steel: Utilization of recycled steel in all steel components used in our products *Recycled Concrete: Incorporation of recycled concrete as base and fill material on-site whenever feasible *Recycled-Content Surfacing: Partnerships with suppliers who provide surfacing materials containing recycled content *Basalt Rebar: Recent adoption of basalt rebar as an alternative to traditional steel rebar, offering enhanced durability and environmental benefits While we continue to evaluate and pursue additional third-party certifications, these practices reflect our ongoing commitment to sustainable design and construction.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	American Ramp Company delivers comprehensive, turnkey solutions tailored specifically for the Action Sports segment of the recreation industry. As the only true one-stop shop in this niche, we support our customers through every phase of project development — from initial fundraising and community engagement to design, construction, and ongoing maintenance. A key differentiator is our commitment to exceptional customer service. During normal business hours, every customer inquiry is answered promptly by a knowledgeable team member trained to ask the right questions and direct callers to the appropriate expert. This ensures that our customers consistently receive personalized attention and immediate support from a live representative, enhancing their overall experience. With nearly 15 years of experience holding a Sourcewell contract, our team is uniquely equipped to assist Sourcewell members—and prospective members — in navigating the procurement process smoothly and efficiently. This deep familiarity with Sourcewell's procedures allows us to provide valuable guidance that saves time and resources for all participating entities.
46	Describe your process in building a sanctioned BMX course and how you meet the USA BMX or Union Cycliste Internationale (UCI) requirements	Our design and construction team follows UCI guidelines and best practices to ensure every sanctioned BMX course we deliver also meets USA BMX requirements. Unlike many in the industry, American Ramp Company employs its own specialty build crews rather than relying solely on subcontractors. These experienced team members have contributed to some of the most prominent BMX tracks in the United States, including multiple UCI-compliant facilities and Olympic-level venues. In addition, ARC maintains a direct working relationship with the UCI. Through our Velo team, we are uniquely entrusted to design and build the official tracks that host the UCI Pump Track World Championships — an honor granted exclusively to our facilities.
47	Describe the methods or techniques that impact the durability or longevity of your product.	As a full-service action sports park designer, builder, and manufacturer, American Ramp Company adapts its methods and techniques to fit a wide range of product and construction types. Many of our manufactured products are backed by 20-year warranties and are designed, engineered, manufactured, and installed exclusively by our team. This integrated approach ensures full control over quality and customer experience, helping establish ARC as the largest action sports park firm in the world. With 27 years of experience, we draw on industry best practices — many of which we helped develop — along with proprietary products and techniques designed to minimize maintenance. In addition to our experienced on-site crews, ARC employs in-house civil engineers, structural engineers, and landscape architects who oversee design development and prepare project-specific construction documents to ensure work is executed to the highest standards. ARC has also been a pioneer in sustainable design and construction, introducing manufactured sustainable bike park features and hard-surface pump tracks. We were the first company in the U.S. to design and build asphalt, poured concrete, and precast concrete pump tracks, setting new benchmarks for durability, performance, and innovation in the industry.
48	Describe any unique advancements offered by your firm, including examples related to product safety, product longevity and life cycle costs.	American Ramp Company has partnered with leading technology developers to create advanced systems for facility design and construction. Using 3D modeling, we can virtually lay out a facility and then apply that data during construction to ensure the project is built precisely to plan and in compliance with safety specifications. Once completed, the facility can be scanned and compared against the original design and safety plan to confirm full compliance. All manufactured products are engineered by our in-house team of experienced engineers, many of whom helped establish the industry safety standards we follow today. Materials are carefully selected for both user performance and long-term durability. In some cases, ARC has pioneered entirely new material solutions for the industry, such as composite surfacing systems and proprietary fastening and anchoring products. Many of our manufactured products are exclusive to ARC, as we remain the only U.S. manufacturer of above-ground skatepark equipment, modular pump tracks, and fully engineered bike ramps and park features.

49	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility?	At American Ramp Company, we consider all of our products and construction offerings to be “best in class,” with safety, well-being, and accessibility always at the forefront. As a full-service, turnkey design-build firm, we are able to embed these principles and best practices into projects from the earliest stages. Our professionals have been directly involved in shaping many of the industry’s safety and accessibility standards — in many cases, helping to write them. One example of this leadership is a Sourcewell-procured pump track project in Port Angeles, WA, which our team designed and built. This was the first accessible pump track ever constructed, and it has since become a model for similar projects across North America. Another milestone project involved the concept of Universal Trail Design, where we collaborated with multiple adaptive athletes. That effort not only advanced accessibility standards but was also featured in the award-winning documentary Beyond the Ashes. Our expertise in safety, user experience, accessibility, and sustainability has led to frequent invitations to present and speak at leading industry conferences, reinforcing ARC’s position as the go-to resource in these critical areas.
50	Describe any unique advantage that your product offers in relation to design-build, manufacturing, climate variations, and community aesthetics.	American Ramp Company is the only respondent able to provide all requested products and services in this Sourcewell solicitation under one roof. Other firms rely on partnerships or resellers to cover the full scope, while ARC designs, manufactures, and constructs projects entirely in-house. This integrated approach allows us to ensure consistent quality and a seamless customer experience from start to finish. Our design and planning teams are regionally based across the U.S. and Canada, bringing local insight into project variables such as climate, elevation, and user preferences. With more than 25 years of experience, ARC has successfully delivered projects in every U.S. state, every Canadian province, and over 45 countries worldwide. Our commitment extends beyond user experience, safety, and durability — we also prioritize aesthetics and community fit. With multiple landscape architects and a dozen design professionals, we approach every project with the goal of creating a community space that feels authentic to its environment and culture. A unique service we offer is Park ID, supported by our in-house branding and marketing team, Spoke & Wheel. This team collaborates with clients to craft a distinctive project identity, providing support in areas such as logo design, color palettes, park naming, public art integration, and even content creation — including photography, videography, and park websites.

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
51	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		(•) Yes ( ) No	American Ramp Company currently holds a Missouri Minority-Owned Business Enterprise (MBE) certification and is also classified as a Small Business Entity (SBE).	*
52		Minority Business Enterprise (MBE)	(•) Yes ( ) No	American Ramp Company currently holds a Missouri Minority-Owned Business Enterprise (MBE) certification. A copy of our certificate has been uploaded in the Documents section under WMBE/MBE/SBE, titled "ARC Missouri MBE Certificate".	*
53		Women Business Enterprise (WBE)	( ) Yes (•) No	N/A	*
54		Disabled-Owned Business Enterprise (DOBE)	( ) Yes (•) No	N/A	*
55		Veteran-Owned Business Enterprise (VBE)	( ) Yes (•) No	N/A	*
56		Service-Disabled Veteran-Owned Business (SDVOB)	( ) Yes (•) No	N/A	*
57		Small Business Enterprise (SBE)	(•) Yes ( ) No	American Ramp Company is recognized as a Small Business Entity (SBE).	*
58		Small Disadvantaged Business (SDB)	( ) Yes (•) No	N/A	*
59		Women-Owned Small Business (WOSB)	( ) Yes (•) No	N/A	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
60	Describe your payment terms and accepted payment methods.	American Ramp Company offers flexible payment terms tailored to the specific product or service provided. Manufactured Products: For large or complex manufactured product orders, our standard billing terms are 50% due upon contract signing and 50% due upon shipping, with Net 30 payment terms. Onsite Construction Projects: For large-scale construction work, invoicing is typically conducted monthly based on work completed or milestone achievements, also with Net 30 terms. We collaborate with each customer to establish payment terms that align with project requirements and internal financial processes. ARC accepts a variety of payment methods — including purchase orders, checks, credit cards, and P-cards — to ensure convenience and compliance with diverse procurement policies.	*

61	Describe any leasing or financing options available for use by educational or governmental entities.	American Ramp Company has partnered with National Cooperative Leasing (NCL) to provide Sourcewell members with a comprehensive suite of financing solutions. NCL, a current Sourcewell financing contract holder, specializes in municipal financing and offers leasing terms ranging from 12 to 120 months for transactions starting at $5,000. Available options include traditional leasing and financing programs, as well as specialized programs tailored specifically for educational institutions and government entities. These include tax-exempt municipal leases and a purchase order (PO)-only program designed to simplify the procurement process. It is important to note that there is no ownership, common ownership, or control relationship between American Ramp Company and National Cooperative Leasing.	*
62	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	American Ramp Company utilizes a set of standard transaction documents to streamline procurement and ensure transparency for Sourcewell member agencies. These include: *Manufactured Equipment Order Forms – used for equipment purchases, outlining product selections, installation details, and additional services. *Sourcewell-Based Purchasing Agreements – structured for customized design and/or design-build projects, establishing scope, deliverables, and pricing in full compliance with Sourcewell requirements. While the standardized agreement templates promote efficiency and consistency, ARC also recognizes that each project and agency is unique. Our team frequently collaborates with participating entities to review — and, when appropriate, tailor — agreement language to align with specific requirements, procurement policies, and project goals. Templates for the agreements and order forms have been uploaded in the Documents section under Pricing, titled “Standard Transaction Documents.”	*
63	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, American Ramp Company fully accepts the P-card procurement and payment process. We are committed to working with our customers to accommodate their procurement needs in the most efficient manner possible. There is no additional cost to Sourcewell participating entities for utilizing the P-card payment method.	*
64	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	American Ramp Company products and construction services are available factory-direct, with no middlemen or additional markups. This ensures our customers receive the most competitive pricing while working directly with our team — the manufacturer and specialty contractor. Our Sourcewell line-item pricing is structured to cover all requested products and services within a competitive direct-pricing model. In addition, we are offering Sourcewell member agencies an exclusive 8% discount, along with free shipping on product orders over $30,000. Our 2026 pricing materials have been uploaded to the Documents section, titled "2026 Sourcewell Pricing".	*
65	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The majority of our sales are conducted factory-direct, which means our pricing reflects manufacturer-direct rates without the typical 30% MSRP markup associated with third-party reseller agencies. On top of these competitive factory-direct prices, we offer Sourcewell members an additional 8% discount, ensuring they receive the best possible pricing on our products and services.	*
66	Describe any quantity or volume discounts or rebate programs that you offer.	Currently, there are no quantity or volume discounts, nor rebate programs, offered in connection with this RFP.	*

67	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Our goal in this RFP response is to offer a comprehensive, turn-key solution encompassing all typical elements of a skatepark, bike park, or pump track project under this contract. For certain items such as sound dampening materials or specialized installation services, pricing will be based on a percentage cost markup. For any products or services not explicitly included in our price list, we will provide a customized quote upon request. Given the wide variability of components involved in constructing skateparks, bike parks, or pump tracks, it is impractical to list every possible non-contracted item within our standard pricing. Our price list should be understood as covering “standard” components, with recognition that variations in features or dimensions may affect pricing accordingly.	*
68	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Our pricing proposal comprehensively covers all components and services typically associated with our projects, including design, materials, manufacturing, and standard installation costs where applicable. However, one element that may not be fully captured within the submitted pricing relates to installation costs for projects located within states that enforce prevailing wage laws. In these prevailing wage states, installation labor costs are subject to specific wage rates mandated by state or local regulations. Consequently, rather than applying our standard percentage-based pricing methodology for installation, we provide a separate, detailed installation quote based on the prevailing wage schedules relevant to the project location. This ensures full compliance with all labor laws and regulations and accurately reflects the labor costs involved. Aside from prevailing wage-related installation costs, all other acquisition-related expenses, including but not limited to product pricing, shipping, pre-delivery inspection, mandatory training, and initial setup, are included within our proposal at no additional charge. Installation pricing adjustments under prevailing wage laws apply exclusively to the labor portion of the installation and do not affect the pricing of materials or products, which are fixed as per the contract terms. We work closely with all relevant parties to ensure transparency and compliance regarding any such costs, and we clearly communicate any adjustments or additional charges during the project quoting process. There are no additional or hidden fees imposed by third parties beyond what is disclosed herein.	*
69	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	American Ramp Company provides free freight on Sourcewell-procured projects valued at over $30,000 (excluding Hawaii, Alaska, and remote parts of Canada). For orders under this threshold, once the final project design is approved and all components are identified, our Shipping Department secures multiple competitive freight quotes from a trusted network of carriers. Leveraging our central U.S. location and the high volume of shipments we manage, ARC consistently delivers cost-effective and reliable shipping solutions for our customers. We also coordinate closely with clients to accommodate specific delivery requirements, such as appointment scheduling, lift-gate service, or specialized handling. In most cases, ARC’s installation crews manage receipt and offloading of shipments, ensuring customers have little to no responsibility during the delivery process. For special circumstances — including remote destinations, limited-access sites, or shipments requiring oversized or hazardous materials handling — ARC works directly with specialized carriers to develop tailored logistics plans. This may involve coordinating multiple shipments, engaging niche carriers, or adjusting delivery schedules to align with site-specific needs. Our goal is simple: to ensure timely, efficient, and hassle-free delivery regardless of project size, location, or complexity.	*

70	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For shipments to Alaska and Hawaii, our standard procedure is to ship products to the designated port, from which they are transported by boat to their final destination. Shipping to most regions within Canada is managed similarly to domestic shipments, utilizing reliable carriers familiar with cross-border logistics. All freight, shipping, and delivery logistics for these regions are fully managed by our dedicated Shipping Department, relieving the customer of any coordination responsibilities. Our extensive experience with international and remote deliveries ensures smooth, timely handling of these shipments. Due to the geographic and logistical challenges associated with Alaska, Hawaii, Canada, and offshore locations, transit times may be longer compared to continental U.S. deliveries. Additionally, weather conditions, customs clearance, and local regulations may impact delivery schedules. We proactively communicate any such delays and provide detailed shipping quotes upfront, including any additional costs that may be incurred. This approach ensures transparency and allows our customers to plan accordingly.	*
71	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our team has successfully shipped and installed skate, bike, and pump track components in over 40 countries and across a wide range of environments. Given this extensive experience, we consider “unique” to be a relative term. To date, we have met customer requests in virtually every situation encountered and are committed to maintaining this high level of flexibility and responsiveness. While we do not offer any specifically unique distribution or delivery methods, we pride ourselves on our ability to adapt and tailor our logistics approach to meet the needs of each project and customer.	*
72	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Upon receipt of an order, it is first reviewed by our Contract Manager, who thoroughly verifies that the pricing aligns with Sourcewell’s contract terms. Once confirmed, the sale is recorded in our internal sales report, which tracks all orders along with the procurement method used. We maintain separate, detailed reports for each purchasing program to ensure accurate record-keeping. For our current Sourcewell contract, we utilize the sales report format provided by Sourcewell to report our sales accurately. At the end of each quarter, all sales records are carefully audited and reconciled to ensure compliance with contract pricing and terms. Administrative fees are calculated and remitted for projects that have been completed and fully paid. If any discrepancies or deviations from the contract pricing are identified during the audit, immediate corrective actions are taken. This includes re-pricing the order appropriately, communicating with the customer to resolve any issues, and retraining relevant staff to prevent future occurrences. Our goal is to maintain transparency and uphold strict adherence to Sourcewell pricing to ensure participating entities receive the full benefit of the agreement.	*

73	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	American Ramp Company uses several key internal performance metrics to evaluate the success of our Sourcewell-awarded agreement. Examples of these metrics include: 1. Sales Revenue Tracking We monitor Sourcewell-related sales revenue on a monthly, quarterly, and annual basis. This allows us to assess growth trends and determine the effectiveness of our engagement with Sourcewell participating entities. These figures have been tracked internally since the award of our first Sourcewell contract and are routinely reviewed by both our Sales and Executive teams. 2. Number of Transactions We track the number of Sourcewell-related sales transactions over the same time periods. This helps us evaluate the reach of the contract and identify patterns in usage across different geographic regions or market segments. Our sales team uses this data as a reference when initiating contact with potential clients who are considering using the Sourcewell cooperative purchasing model. 3. Conversion Rates from Leads to Sourcewell Sales We monitor how often Sourcewell is used as the procurement vehicle among qualified leads and track conversion rates to measure contract influence and customer preference. 4. Customer Feedback and Satisfaction Feedback from Sourcewell members is collected and reviewed internally to measure overall satisfaction with the purchasing process and delivered solutions. High satisfaction levels correlate strongly with the success of the agreement and likelihood of repeat engagement. Corrective Action: If we observe a decline in either sales volume or revenue related to Sourcewell, we initiate an internal review to identify potential causes. This may include evaluating marketing outreach, analyzing regional engagement, surveying customer awareness of the contract, or adjusting our training efforts for internal sales staff. Based on findings, strategic adjustments are implemented to ensure continued alignment with Sourcewell goals and member expectations.	*
74	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	American Ramp Company proposes an Administrative Fee of 2% of gross sales on all completed transactions with Sourcewell Participating Entities made under the resulting Master Agreement. This fee will be payable to Sourcewell in accordance with the reporting periods and submission requirements outlined in the final contract agreement. We understand that this Administrative Fee supports the valuable services Sourcewell provides, including contract promotion, cooperative procurement facilitation, and member support, and we are committed to full compliance with all related reporting and remittance obligations.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
75	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	The pricing structure included in this proposal is more competitive than what American Ramp Company typically extends to group purchasing organizations (GPOs), cooperative procurement programs, or state-level purchasing departments. This reflects our long-standing relationship with Sourcewell and our commitment to delivering exceptional value to its participating entities.	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *	
76	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	American Ramp Company offers a comprehensive suite of solutions to fully support the design and construction of action sports infrastructure, including skateparks, bike parks, BMX tracks, and pump tracks. Our offerings encompass the full range of products and services required to deliver high-quality, turnkey recreational facilities tailored to each community's needs. - Product Solutions - *Pre-Cast Concrete Skatepark Equipment: Durable, customizable components designed for long-term performance *Modular Skatepark Equipment: Available in wood, steel, and hybrid constructions, suitable for both temporary and permanent installations *Modular Pump Track Equipment: Scalable, high-performance systems adaptable to a wide variety of sites and skill levels *Bicycle Playground Equipment: Innovative features that promote skill development and cycling safety for all ages *Bike Park Equipment: Progressive and flow-oriented features for mountain biking, BMX, and dirt jumping - Construction Solutions - *On-Site Concrete Skatepark Construction: Fully custom design and build using industry-standard shotcrete and flatwork techniques *BMX Track Design & Construction: Delivered to meet UCI standards *On-Site Asphalt Pump Track Construction: Full-service design and construction with hot mix asphalt for long-lasting, low-maintenance surfaces *Trail Construction Services: Development of bike trails, skill lines, and progressive loops within larger recreational environments - Turnkey Project Capabilities - *Site Preparation: Demolition, excavation, drainage solutions, and grading *Structural Services: Formwork, rebar installation, shotcrete application, and concrete flatwork *Custom Design Services: Site-specific, community-driven designs developed with input from stakeholders, budgets, site conditions, and public engagement (e.g., surveys, workshops, community meetings). ARC also provides site assessments and project feasibility studies. *Installation & Maintenance: All installations are completed by trained professionals, with optional maintenance services and training offered post-installation *Branding & Marketing Services: Development of signage, web content, and other communication assets to support community engagement and project visibility At ARC, every project is approached with a focus on customization, community involvement, and quality — from initial design to final installation — ensuring each facility is a safe, sustainable, and lasting asset for the community.	*

77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	American Ramp Company delivers solutions across several distinct subcategories within the broader field of action sports and recreational infrastructure. These subcategories capture the full range of products and services we provide: *Skateparks: Modular systems, precast concrete elements, and fully custom cast-in-place concrete parks *Bike Parks: Progressive skill features, jump lines, and flow trails for riders of all levels *Pump Tracks: Modular and asphalt construction options, scalable for diverse sites and user groups *BMX Tracks: Design and construction of sanctioned race facilities built to UCI standards *Bicycle Playgrounds: Youth-focused, skill-building bicycle features that promote safety and confidence *Trail & Dirt Track Construction: Off-road trails, MTB paths, and dirt jump tracks integrated into larger recreation areas *Recreational Park Design Services: Community engagement, site-specific planning, and master planning services *Turnkey Construction Services: Site preparation, drainage solutions, and full concrete/asphalt work *Action Sports Equipment Supply: Standalone features and custom-fabricated equipment *Maintenance & Training Services: Post-installation support, training, and ongoing maintenance resources Together, these subcategories reflect ARC's ability to deliver comprehensive, community-driven solutions for action sports and bike-focused recreation projects of all sizes.	*
78	Describe your installation methods and if your company installs or if the entity finds their own installer.	Our installations are performed by ARC's in-house crews, who are directly trained and managed under our company standards. This structure allows us to maintain complete oversight and control throughout every stage of the process, ensuring the highest levels of quality and customer experience. By keeping all aspects of a project in-house, we not only deliver more consistent outcomes but also eliminate the need for outside contractors or partners — removing unnecessary markups and passing cost savings directly to our customers.	

Table 7B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments *	
79	Skatepark	(•) Yes ( ) No	American Ramp Company is uniquely positioned as the only company offering the full range of skatepark build methods under one roof.	*
80	If yes to 79: Skatepark-material including, but not limited to: concrete, asphalt, metal, wood, synthetic, composite, or organic materials, including, but not limited to: pre-cast, poured, cast-in-place, and hybrid solutions	(•) Yes ( ) No	American Ramp Company offers every major skatepark construction option, including modular systems, precast concrete, and full custom cast-in-place concrete parks. Comprehensive pricing for each of these options is included in this proposal, ensuring that Sourcewell participating entities have access to all available solutions, regardless of project scope or budget.	*
81	Bike Park	(•) Yes ( ) No	American Ramp Company is uniquely positioned as the only company offering the full range of bike park build methods under one roof.	*

82	If yes to 81: Bike Park-including but not limited to: concrete, asphalt, metal, wood, synthetic, composite, or organic materials, including, but not limited to: pre-cast, poured, cast-in-place, and hybrid solutions	(•) Yes ( ) No	American Ramp Company offers comprehensive, turn-key design and build solutions for all types of bike park facilities. This includes traditional bike parks, pump tracks, and specialized segments developed in-house, such as Bicycle Playgrounds. Our team manages every stage of project development—from initial concept and custom design to final construction—ensuring high-quality, purpose-built facilities tailored to the needs of each community.	*
83	Pump Track	(•) Yes ( ) No	American Ramp Company is uniquely positioned as the only company offering the full range of pump track build methods under one roof.	*
84	If yes to 83: Pump Track-including but not limited to: concrete, asphalt, metal, wood, synthetic, composite, or organic materials, including, but not limited to: pre-cast, poured, cast-in-place, and hybrid solutions	(•) Yes ( ) No	American Ramp Company offers all recognized pump track construction methods, including asphalt, concrete, and natural surface tracks. In addition to these traditional build types, ARC also provides proprietary solutions such as our exclusive modular pump track systems. These innovative, prefabricated systems are designed and manufactured in-house and offer flexible, scalable options for communities seeking low-maintenance, high-performance pump tracks. ARC's ability to deliver both standard and exclusive construction methods ensures that we can meet the unique needs and budgets of a wide range of clients.	
85	BMX Track	(•) Yes ( ) No	American Ramp Company is uniquely positioned as the only company offering the full range of BMX Track build methods under one roof.	
86	If yes to 85: BMX Track-including but not limited to: concrete, asphalt, metal, wood, synthetic, composite, or organic materials, including, but not limited to: pre-cast, poured, cast-in-place, and hybrid solutions	(•) Yes ( ) No	American Ramp Company is the only U.S. firm capable of delivering every BMX track construction method directly, including concrete, asphalt, metal, wood, synthetic, composite, and organic materials. Our expertise spans pre-cast, poured, cast-in-place, and hybrid solutions — many of which we were the first to introduce to the U.S. market.	
87	Equipment, Accessories, and Services related to the offering of the solutions described above, including design-build services, site assessment, site preparation, installation, maintenance or repair, and warranty programs.	(•) Yes ( ) No	American Ramp Company offers comprehensive, turn-key services encompassing every phase of a project. This includes early-stage planning, site evaluation, community engagement, design, and consultation —everything needed leading up to construction. During the construction phase, all work is performed in-house by ARC personnel, including site preparation, installation, and project completion. Post-construction, we continue to support our clients through facility management, programming, and maintenance or repair services — all provided exclusively by trained ARC staff. This vertically integrated approach ensures quality control, streamlined communication, and a consistent customer experience from concept to long-term operation.	

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 88. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	○ Yes ◉ No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - 2026 Sourcewell Pricing.pdf - Thursday September 04, 2025 15:17:58
- Financial Strength and Stability - Financials, Letter of Credit, Surety Letter, References, ACI Certifications.pdf - Thursday September 04, 2025 12:31:18
- Marketing Plan/Samples - 2025 Portfolio Catalog.pdf - Thursday September 04, 2025 10:14:12
- WMBE/MBE/SBE or Related Certificates - ARC Missouri MBE Certificate.pdf - Thursday September 04, 2025 10:18:27
- Standard Transaction Document Samples - Standard Transaction Documents.pdf - Thursday September 04, 2025 15:16:04
- Requested Exceptions (optional)
- Upload Additional Document - Sourcewell COIs.pdf - Thursday September 04, 2025 12:31:36

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jonathon Hunter, President and Chief Executive Officer, American Ramp Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 1 Skatepark Bike Park Pump Track RFP 090425 Tue August 26 2025 11:48 AM	☑	1
Amendment 1 Skatepark Bike Park Pump Track RFP 090425 Wed July 23 2025 07:22 AM	☑	1

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
AMERICAN RAMP COMPANY
FOR
SKATEPARK, BIKE PARK, PUMP TRACK, AND BMX TRACK SOLUTIONS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

EXHIBIT B
Scope of Work

In accordance with the terms and conditions of this Agreement and the Sourcewell Cooperative Purchasing Agreement for American Ramp Company Master Agreement No. 090425-ARC, for Skatepark, Bike Park, Pump Track, and BMX Solutions with Related Equipment, Accessories, and Services, the City is retaining American Ramp Company, for skatepark, bike park, pump track, and BMX solutions and related equipment, accessories and services on an as needed basis.

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
AMERICAN RAMP COMPANY
FOR
SKATEPARK, BIKE PARK, PUMP TRACK, AND BMX TRACK SOLUTIONS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method and pricing for compensation will be based on the Sourcewell Cooperative Purchasing Agreement with American Ramp Company Master Agreement No. 090425-ARC, for Skatepark, Bike Park, Pump Track, and BMX Solutions with Related Equipment, Accessories, and Services .

NOT TO EXCEED AMOUNT

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

DETAILED PROJECT COMPENSATION

Goods and services shall be purchased in accordance with the terms, conditions, and rates as set forth in the Sourcewell Cooperative Purchasing Agreement, Master Agreement No. 090425-ARC, for Skatepark, Bike Park, Pump Track, and BMX Solutions with Related Equipment, Accessories, and Services. Projects shall be quoted in writing and shall be reviewed by an authorized City of Glendale representative who shall verify that it meets the contractual pricing before any work begins.

For maintenance and any repair work shall be paid upon completion. Any other projects shall be billed monthly based on work completed. Contractor shall provide a detailed invoice to the City of Glendale. All invoices must match the quote provided and be confirmed by the City of Glendale authorized representative prior to paying.

Invoicing: Contractor to provide invoice(s) to City of Glendale authorized representative for payment of the invoice(s) and paid in accordance with city procedures through the City of Glendale Finance Department. Any issues regarding billing or invoicing must be directed to the City of Glendale Parks and Recreation Department requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

a. Contractor name, address, and contact information;
b. City billing information;
c. City contract number as listed on the first page of the Agreement;
d. Sourcewell contract number;
e. Purchase Order number;
f. Invoice number and date;
g. Payment terms;
h. Date of service or delivery;
i. Description of materials or services provided;

j. If materials provided, the quantity delivered and pricing of each unit;
k. Site name(s) and service addresses associated with the contract;
l. Applicable taxes;
m. Total amount due.

AGENDA ITEM: 17.

CITY COUNCIL REPORT

MEETING DATE: 05/12/2026
SUBMITTED FOR: John Kennedy, Director
DEPARTMENT: Parks and Recreation

Subject

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH LONESOME VALLEY CONTRACTING, LLC, DBA COMPETITIVE SURFACING SOLUTIONS FOR RUBBERIZED PLAYGROUND SURFACING FOR CITYWIDE PARKS, RECREATIONAL AND AQUATICS FACILITIES, AND SPLASHPADS
Presented by: John Kennedy, Director, Parks and Recreation

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a linking agreement with Lonesome Valley Contracting, LLC, doing business as Competitive Surfacing Solutions for the installation, renovation, repair, and maintenance of rubberized playground surfacing and related services, materials, and accessories for citywide parks, recreational and aquatics facilities, and splash pads on an as-needed basis in the amount not to exceed $450,000 for the entire term of the agreement; and to authorize the City Manager to renew the Agreement annually, at his discretion, for an additional three (3) one-year periods. The initial term of the Agreement is from the effective date until June 27, 2026.

Background

Several park playgrounds throughout the City have rubberized surfaces installed that help to improve accessibility for Glendale residents. These surfaces require periodic maintenance, and at times, repairs, to sustain and prolong the use and wearability.

Competitive Surfacing Solutions is an established full-service recreational surfacing contractor providing engineering-grade rubberized playground surfaces and related services. They will provide the equipment, materials, and related services to repair and maintain these poured in place rubberized surfaces citywide on an as-needed basis. Staff have determined that Competitive Surfacing Solutions has the expertise and capacity to complete this work.

Analysis

Competitive Surfacing Solutions entered into a contract with the City of Tempe, Contract No. T24-125-01, in conjunction with the Strategic Alliance for Volume Expenditures (S.A.V.E.) purchasing cooperative on June 28, 2024, for Rubberized Playground Surfacing.

Staff is requesting to utilize the cooperative purchase with S.A.V.E. as it permits its cooperative use by other governmental agencies including the City. Contract No. T24-125-01 was awarded on June 28, 2024, with the initial term of the agreement effective through June 27, 2026. The Cooperative Purchasing Agreement may be extended by the mutual agreement of the original contracting parties. The City may renew the term of this Agreement for three (3)

additional one-year periods until the Cooperative Purchasing Agreement expires on June 27, 2029.

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

Community Benefit/Public Involvement

Maintaining the rubberized surfaces installed in park playgrounds and splash pads is necessary to provide a welcoming, clean, and safe environment for Glendale residents.

Fiscal Impact

Fiscal Year:	FY2025-26
Fiscal Year Amount Requested:	$50,000
Budgeted Y/N?:	Y
Account:	Various
Transfer Required? Y/N:	N
If Yes, what account will be used?:	

Budget and Financial Impacts:

Funding for FY2025-26 is available in the Capital Improvement Plan and Parks and Recreation operating budgets. Expenditures with Competitive Surfacing Solutions are not to exceed $450,000 for the entire term of the agreement. Expenditures beyond the current fiscal year are contingent on Council budget approval.

Attachments

Agreement with Lonesome Valley Contracting, LLC

How was the item procured: Linking Agreement

Strategic Plan Connection:

Tier 1 Objective: Improve Asset Management

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
LONESOME VALLEY CONTRACTING, LLC DBA
COMPETITIVE SURFACING SOLUTIONS
FOR
RUBBERIZED PLAYGROUND SURFACING

This Linking Agreement ("Agreement") is entered into as of this day of , 2026, between the City of Glendale, an Arizona municipal corporation ("City"), and Lonesome Valley Contracting, LLC dba Competitive Surfacing Solutions, an Arizona limited liability company, authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

A. On June 28, 2024, the City of Tempe, a member of the Strategic Alliance for Volume Expenditures (S.A.V.E.) Purchasing Cooperative, entered into a contract with Contractor to purchase the goods and services described in the Rubberized Playground Surfacing, Contract No. T24-125-01 ("Cooperative Agreement"), which is attached hereto as **Exhibit A**. The Cooperative Agreement allows its cooperative use by other governmental agencies, including the City.

B. Section 2-149 of the City's Procurement Code permits the Finance Director to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.

C. Section 2-149 also provides that the Finance Director may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.

D. The City wishes to contract with Contractor for supplies or services identical to those being provided to other units of government under the Cooperative Agreement. Contractor consents to the City's cooperative use of the terms and conditions of the Cooperative Agreement, and agrees to provide the supplies and services set forth in the Statement of Work appended hereto as **Exhibit B**.

AGREEMENT

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

1. Term of Agreement.

   A. As provided in the Cooperative Agreement, purchases can be made by governmental entities from the date of award, which was June 28, 2024, until the date the contract terminates on June 27, 2026, unless the term is extended by mutual agreement of the parties to the Cooperative Agreement. The Cooperative Agreement, however, may not be extended beyond June 27, 2029. The initial period of this Agreement is the period from the Effective Date of this Agreement until June 27, 2026.

B. The City may extend the term of this Agreement for three (3) additional one-year periods if the Cooperative Agreement is likewise extended and the City gives the Contractor notice that it is exercising its option to extend this Agreement 30 days prior to the anniversary of the Effective Date. Glendale extensions are not automatic and shall only occur if the City affirmatively exercises its right to extend this Agreement.

2. Scope of Work; Terms, Conditions, and Specifications.

A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as **Exhibit B**.

B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as **Exhibit C**.

B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed four hundred and fifty thousand dollars ($450,000) for the entire term of the Agreement (initial term plus any extensions).

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

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

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

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

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

9. Uyghur Forced Labor Prevention Act (UFLPA). Contractor certifies that it does not currently, and during the term of this Agreement, will not use:

a. the forced labor of ethnic Uyghurs in the People's Republic of China;

b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and

c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

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

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

City of Glendale
c/o Sam Chiovari, Park Superintendent
6210 W. Myrtle Ave, Building B
Glendale, AZ 85301
schiovari@glendaleaz.com

and

Casey Caniglia, General Manager/Partner
Lonesome Valley Contracting, LLC dba Competitive Surfacing Solutions
2415 S. 18th Place
Phoenix, AZ 85034
casey@azcss.us

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

"City"

City of Glendale, an Arizona municipal corporation

By: _____
Patrick S. Banger
City Manager

"Contractor"

Lonesome Valley Contracting, LLC dba Competitive Surfacing Solutions, an Arizona limited liability company

By: _____
Name: Casey Caniglia
Title: General Manager/Partner

ATTEST:

_____
Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
LONESOME VALLEY CONTRACTING, LLC DBA
COMPETITIVE SURFACING SOLUTIONS
FOR
RUBBERIZED PLAYGROUND SURFACING

EXHIBIT A
CITY OF TEMPE CONTRACT, CONTRACT NO. T24-125-01
AVAILABLE THROUGH THE STRATEGIC ALLIANCE FOR VOLUME EXPENDITURES
(S.A.V.E.) PURCHASING COOPERATIVE

EXHIBIT A

Contract Award Notice

City of Tempe
Financial Services
Procurement Office
20 E. 6th Street
Tempe, AZ 85281

Contract Number: T24-125-01
Description: Rubberized Playground Surfacing

Issue Date: 06/28/2024

103021
Competitive Surface Solutions (CSS)
Attn: Justin Gish
2415 S. 18th Place
Phoenix, AZ 85034
Phone: 602-812-7104
Cell: 480-703-6840
Email: justin@azcss.us

Award Period
Beginning: 06/28/2024
Ending: 06/27/2026

Potential Renewals: 3, 1-Year Renewal Options

This Contract Award Notice is issued for the purchase of goods, materials and/or services as requested by the above noted solicitation/contract number. The contract shall remain in effect as noted in the award period block unless extended, renewed or canceled per terms and conditions of the solicitation.

It is to be noted that any contracted vendor document(s) that conflict with the language and requirements of the City's solicitation are not acceptable and will void the contract. In addition, contracted vendor is not to begin work or make delivery of awarded items until any and all required insurance and/or performance bonds are posted with the City Procurement Office.

If contracted vendor has a change of address for mailing payments and/or for mailing future bid solicitations, it is the vendor's responsibility to notify the City Procurement Officer identified with this contract and to ensure all such mailing address information is kept current.

Please note that your City of Tempe contract number should appear on all shipping documents, invoices and statements. Invoices are to be sent directly to the requesting department.

Award Information

Item	Description	Cost
1.	Removal and disposal of existing surface	$4.25 / Sq. ft.
2a.	Rubberized 3 ½" playground safety surfacing with EPDM 50/50 Black and Standard Color Manufacturer and Model Number	$15.90 / Sq. ft.
2b.	Rubberized 3 ½" playground safety surfacing with TPD 50/50 Black and Standard Color Manufacturer and Model Number	$15.90 / Sq. ft.
3a.	Rubberized 5" playground safety surfacing with EPDM 50/50 Black and Standard Color Manufacturer and Model Number	$19.75 / Sq. ft.
3b.	Rubberized 5" playground safety surfacing with TPV 50/50 Black and Standard Color Manufacturer and Model Number	$19.75 / Sq. ft.

Item	Description	Cost
4.	ABC 12", Installed	$8.45 / Sq. ft.
5.	Top Coating, Installed – Aliphatic Resurface Solution (Roll Coat)	$2.00 / Sq. ft.
6.	Retop System 1.5" 50/50 Black and Standard Color Manufacturer and Model Number	$13.95 / Sq. ft.
7.	Repair of existing surface	$35.00 / Sq. ft.
Materials		
8.	Buffings (underlayment)	$31.00 / 50 lbs. bag
9.	Topcoat Rubber Granule – Black	$31.00 / 55 lbs. bag
10.	Topcoat Rubber Granule – Standard Color	$137.00 / 55 lbs. bag
11.	Topcoat Rubber Granule – Premium Color	$142.00 / 55 lbs. bag
12.	Standard Adhesive	$160.00 / 5 gallons
13.	Premium Adhesive	$330.00 / 5 gallons
Additional Options		
14.	Rubberized 2.5" Playground Safety Surfacing with TPV	$14.65 / Sq. ft.
15.	Add-on: Rubberized Playground Surfacing Upgrade, 100% Standard Color	$3.00 / Sq. ft.
16.	Add-on: Rubberized Playground Surfacing Upgrade, Premium Color	$3.75 / Sq. ft.
17.	Add-on: Rubberized Playground Surfacing Upgrade, Aliphatic Binder	$3.30 / Sq. ft.
18.	Add-on: Design Work	$2.75 / Sq. ft.
19.	Additional Labor	$42.50 / Hour
20.	Removal and Disposal of Existing Sand up to 6"	$2.50 / Sq. ft
21.	Removal and Disposal of Existing EWF up to 6"	$2.25 /Sq. ft.
22.	Temporary Fencing	$3.00 / Ln. ft
23.	ASTMF1292 Drop Test	$650.00 Each

Cecille Lewis
Cecille Lewis (Jun 28, 2024 09:56 PDT)

Cecille Lewis
Procurement Officer

Michael Greene (Jun 28, 2024 10:12 PDT)

Michael Greene, C.P.M., CPPO
Procurement Administrator

All terms and conditions of this Award Document are per the City's Solicitation Document

THIS IS NOT A PURCHASE ORDER

Contract Award Notice

City of Tempe
Financial Services
Procurement Office
20 E. 6th Street
Tempe, AZ 85281

Contract Number: T24-125-01
Description: Rubberized Playground Surfacing

Issue Date: 06/28/2024

103021
Competitive Surface Solutions (CSS)
Attn: Justin Gish
2415 S. 18th Place
Phoenix, AZ 85034
Phone: 602-812-7104
Cell: 480-703-6840
Email: justin@azcss.us

Award Period
Beginning: 06/28/2024
Ending: 06/27/2026

Potential Renewals: 3, 1-Year Renewal Options

This Contract Award Notice is issued for the purchase of goods, materials and/or services as requested by the above noted solicitation/contract number. The contract shall remain in effect as noted in the award period block unless extended, renewed or canceled per terms and conditions of the solicitation.

It is to be noted that any contracted vendor document(s) that conflict with the language and requirements of the City's solicitation are not acceptable and will void the contract. In addition, contracted vendor is not to begin work or make delivery of awarded items until any and all required insurance and/or performance bonds are posted with the City Procurement Office.

If contracted vendor has a change of address for mailing payments and/or for mailing future bid solicitations, it is the vendor's responsibility to notify the City Procurement Officer identified with this contract and to ensure all such mailing address information is kept current.

Please note that your City of Tempe contract number should appear on all shipping documents, invoices and statements. Invoices are to be sent directly to the requesting department.

Award Information

Item	Description	Cost
1.	Removal and disposal of existing surface	$4.25 / Sq. ft.
2a.	Rubberized 3 ½" playground safety surfacing with EPDM 50/50 Black and Standard Color Manufacturer and Model Number	$15.90 / Sq. ft.
2b.	Rubberized 3 ½" playground safety surfacing with TPD 50/50 Black and Standard Color Manufacturer and Model Number	$15.90 / Sq. ft.
3a.	Rubberized 5" playground safety surfacing with EPDM 50/50 Black and Standard Color Manufacturer and Model Number	$19.75 / Sq. ft.
3b.	Rubberized 5" playground safety surfacing with TPV 50/50 Black and Standard Color Manufacturer and Model Number	$19.75 / Sq. ft.

Item	Description	Cost
4.	ABC 12", Installed	$8.45 / Sq. ft.
5.	Top Coating, Installed – Aliphatic Resurface Solution (Roll Coat)	$2.00 / Sq. ft.
6.	Retop System 1.5" 50/50 Black and Standard Color Manufacturer and Model Number	$13.95 / Sq. ft.
7.	Repair of existing surface	$35.00 / Sq. ft.
Materials		
8.	Buffings (underlayment)	$31.00 / 50 lbs. bag
9.	Topcoat Rubber Granule – Black	$31.00 / 55 lbs. bag
10.	Topcoat Rubber Granule – Standard Color	$137.00 / 55 lbs. bag
11.	Topcoat Rubber Granule – Premium Color	$142.00 / 55 lbs. bag
12.	Standard Adhesive	$160.00 / 5 gallons
13.	Premium Adhesive	$330.00 / 5 gallons
Additional Options		
14.	Rubberized 2.5" Playground Safety Surfacing with TPV	$14.65 / Sq. ft.
15.	Add-on: Rubberized Playground Surfacing Upgrade, 100% Standard Color	$3.00 / Sq. ft.
16.	Add-on: Rubberized Playground Surfacing Upgrade, Premium Color	$3.75 / Sq. ft.
17.	Add-on: Rubberized Playground Surfacing Upgrade, Aliphatic Binder	$3.30 / Sq. ft.
18.	Add-on: Design Work	$2.75 / Sq. ft.
19.	Additional Labor	$42.50 / Hour
20.	Removal and Disposal of Existing Sand up to 6"	$2.50 / Sq. ft
21.	Removal and Disposal of Existing EWF up to 6"	$2.25 /Sq. ft.
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THIS IS NOT A PURCHASE ORDER

REQUEST FOR PROPOSAL

RFP# 24-125
RUBBERIZED PLAYGROUND SURFACING

RFP ISSUE DATE:
MARCH 21, 2024

DEADLINE FOR INQUIRIES/QUESTIONS:
APRIL 8, 2024, AT 5:00 P.M. LOCAL ARIZONA TIME

RFP DUE DATE AND TIME:
APRIL 18, 2024, 3:00 P.M. LOCAL ARIZONA TIME

To join the RFP opening at the due date and time via Microsoft Teams, please visit the following website: Click here to join the meeting

or call in (480) 498-8745; Conference ID: 417 007 678#

ALL INQUIRIES MUST BE DIRECTED TO:
CECILLE LEWIS
EMAIL: cecille_lewis@tempe.gov
PHONE: 480-350-8801

Submit Electronic Proposal and Documents To:
https://tempe-gov.bonfirehub.com

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General Instructions

Failure to follow these instructions may result in rejection of proposal for non-responsiveness or cancellation of any Contract awarded.

1. **Preparation of Proposal:**

   A. Proposals shall be submitted through the City's Procurement Portal (Bonfire) website at https://tempe-gov.bonfirehub.com under the appropriate solicitation opportunity no later than the designated due date and time and duly signed by an authorized representative of the company. Submissions submitted elsewhere or under the wrong solicitation will not be considered.

   B. Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Bonfire Portal. The maximum upload file size is 1000 MB. Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated.

   C. Submissions may be amended via the City's Bonfire Portal but only before the designated due date and time.

   D. The signed proposal response constitutes an irrevocable offer to sell the goods and/or services specified herein. Offeror shall submit all additional data, documentation, or information as requested by the City, signifying its intent to be bound by the terms of the Request for Proposal.

   E. Negligence in preparation of a proposal confers no right of withdrawal. Offeror is solely responsible for seeking clarification of any requirement and presenting accurate information in the proposal response. The City shall not reimburse any costs for a proposal, or its submission, presentation or withdrawal, for any reason. Failure to read, examine and understand the solicitation and any of its addenda will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation.

   F. The proposal must be uploaded, submitted and finalized prior to the designated due date and time. The City strongly recommends allowing sufficient time and at least one (1) day before the due date to begin the uploading process and to finalize the submission.

2. **Definitions:** For purposes of this Request for Proposal and resultant Contract, the following definitions apply:

   A. "City" means the municipal corporation of the City of Tempe, Arizona.

   B. "Code Governance" means unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.

   C. "Contract" means the agreement for the procurement of goods, equipment, materials, software, maintenance, contracted services, professional services, or concessions.

   D. "Contractor" means an Offeror responding to a Request for Proposal who has been awarded a Contract with the City.

   E. "Offer" means a written offer to furnish goods, equipment, materials, software, maintenance, contracted services, professional services, or concessions to the City, in conformity with the standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.

   F. "Offeror" means a business, entity or person who submits an Offer in response to a competitive solicitation.

   G. "Public Record" means proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award.

Type text here

H. "Purchase Order" means a document issued by the Procurement Office directing the Contractor to deliver the goods, equipment, materials, software, maintenance, contracted services, professional services or concessions. to the City.

I. "Request for Proposal" means a competitive solicitation issued by the City for the procurement of goods, equipment, materials, software, maintenance, contracted services, professional services or concessions.

3. **Late, Unsigned and/or Incomplete Proposal:** A late, unsigned and/or materially incomplete proposal will be considered nonresponsive and rejected.

4. **Inquiries:** Questions regarding this Request for Proposal shall be directed to the Procurement Officer identified on the cover page of this document through Messages/Opportunity Q&A on the City's Procurement Portal through Bonfire. Offerors shall not contact or ask questions of other City staff or the City department for which the requirement is being procured. All questions must be submitted no later than the date and time indicated in the City's Bonfire Portal.

5. **Withdrawal of Proposal:** At any time before RFP Due and time, an Offeror may un-submit a proposal response through the City's Bonfire portal.

6. **Proposal Addenda:** Any changes to the solicitation document will be in the form of an Addendum. Addenda are posted on the City's Procurement Portal (Bonfire) website at https://tempe-gov.bonfirehub.com under the appropriate solicitation opportunity. Interested parties are cautioned to check the Procurement Portal through Bonfire for addenda prior to submitting the proposal. The City will not be held responsible if an Offeror fails to receive any addenda issued. The City shall not be responsible for any oral changes to the scope of work or specifications made by any employees or officer of the City and interested parties are cautioned not to rely on any such changes.

7. **Compliance with City Solicitation Requirements:** Unless stated otherwise in this Request for Proposal, the City reserves the right to award by individual line item, by group of items, or as a total at the City's discretion. The City expressly reserves the right to waive any immaterial defect or informality, or reject any or all proposals, or portions thereof, or reissue this Request for Proposal.

8. **Compliance of Proposal Offeror/Contractor Forms:** Any documents or forms (including separate Contract, maintenance agreement or training agreement) intended by the Offeror to be utilized in any resulting Contract, must be submitted with the proposal. Any documents inconsistent with or taking exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the proposal to be considered as nonresponsive and rejected. No documents will be considered unless submitted with vendor's proposal offer and approved by the Procurement Office.

9. **Responsiveness to Specifications:** Performance or feature requirements which are designated as mandatory or minimums are needed in order to satisfy an identified task or performance need. A description is given for each designated feature. This description shall be used to determine if the Offeror's proposed product(s) and/or service(s) is/are capable of performing the function(s) specified in the Request for Proposal.

   It is recognized that more than one method may be used to accomplish the sought-after task functionality. If Offeror has an alternate method of performing functional tasks, then Offeror shall list such method as an "alternate" and described in full detail within the proposal. The City shall be the sole judge as to whether any alternate methodology will be accepted.

   "Must", "shall", "will", "minimum", "required" and/or "mandatory" performance/feature statements must be met or exceeded by the Offeror. Should no Offeror be found responsive to all designated Request for Proposal requirements, the City at its option, may either award the Contract to the most responsive Offeror or cancel the Request for Proposal and issue another Request for Proposal for the need under revised specifications.

10. **Code Governance:** Unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.

11. **Questionnaire:** Offeror must complete the Questionnaire portion of this Request for Proposal and provide any documentation required to support the answers. Questionnaire items, which are designated as mandatory, are needed to satisfy a required task or performance criteria. Items, which may be listed as desirable, are not required to be responsive to the Request for Proposal and will be relatively evaluated against other proposals in making a final award decision. If supporting documentation is required, Offeror shall provide the documentation in the sequence set forth in the Request for Proposal and ensure all technical literature and/or narrative explanations fully address the specifics of the question. Vague or disorganized responses that do not allow sufficient information for evaluation purposes may result in rejection of a proposal.

12. **Clarifications and Negotiations with Offerors and Revisions to Proposal:** Clarifications may be made with any submitting firm at any time during the evaluation phase of this procurement. Clarifications are not negotiations and may be utilized by the City to ensure thorough and complete understanding of, and responsiveness to, the solicitation requirements. Negotiations may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award. The purpose of negotiations is to allow the City and the Offeror(s) to revise initial offers through an exchange or series of exchanges. Should the City elect to call for best and final offers, Offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiations and revision of proposals, and such revisions may be permitted after submissions and prior to award. In conducting clarifications and negotiations there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such negotiations shall include but not be limited to:

    A. Determine in greater detail such Offeror's qualifications;

    B. Explore with the Offeror the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;

    C. Determine that the Offeror will make available the necessary personnel and facilities to perform within the required time; and

    D. Agree upon compensation, which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.

13. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this Request for Proposals. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in its evaluation. Prices shall not be read. After Contract award, the proposals and the evaluation documentation shall be open for public inspection, except where the City has determined that specific portions of the proposal are confidential.

14. **Proposal Evaluation and Award:** The City shall determine whether a proposal meets the specifications and requirements of this Request for Proposal, at its sole discretion, and reject any proposals not meeting the intent or requirements set forth herein. Award(s) shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the evaluation factors set forth in the Request for Proposal. The City shall be the sole judge as to the acceptability of the products and/or services offered. The City reserves the right to reject any and all proposals.

15. **Award of Contract:** A proposal shall constitute a binding Offer to Contract with the City based on the terms, conditions and specifications contained in this Request for Proposal. An Offeror shall become a Contractor only upon execution of a formal Contract from the Procurement Office. Unless this Request for Proposal includes separate Contract document(s) or requires the Offeror to submit a Contract for review, a Contract shall be formed when the Procurement Office provides a written notice of award or a purchase order to the successful Offeror. All terms and conditions of the Contract are contained herein, unless modified by an amendment approved by the City. Proposals that take exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the vendor's Offer to be considered non-responsive and rejected. Exceptions will be evaluated on an individual basis to determine compliance with the purpose and intent of the terms and conditions stated within this solicitation. The City shall be the sole judge as to whether an exception complies with the general purpose and intent of any term, condition and/or specification set forth herein.

16. **Proposal Results:** Offers will be opened on the stated due date, time and location indicated on the cover sheet of the solicitation at which time the name of each offeror will be read. Offers and all evaluation information are not available for public inspection until after the contract has been awarded. After award of the contract, an appointment may be made with the Procurement Officer to review quotation documents.

    A preliminary bid tabulation will be posted on the City's Procurement Portal (Bonfire) immediately following the public bid opening. The information on the preliminary tabulation will be posted as it was red during the opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Formal contract award results shall be placed on the Procurement Office web page https://www.tempe.gov/government/financial-services/procurement and posted at the front counter of the Procurement Office at the time the contract award is approved by the City Council. Award recommendations may also be viewed via the City Clerk's web site normally up to five (5) days prior to the scheduled City Council meeting by visiting https://tempe.hylandcloud.com/AgendaOnline/.

17. **Protests:** Any actual or prospective Offeror who is aggrieved in conjunction with this Request for Proposal or award may protest the award to the Procurement Office. A protest based upon alleged improprieties in this Request for Proposal that are apparent before the proposal opening shall be filed prior to the proposal due date/time. A protest concerning an award recommendation must be filed within ten (10) business days after the date of award. Up to five (5) days before award of a contract, the Procurement Office will post award recommendations on the City Clerks website at (https://tempe.hylandcloud.com/AgendaOnline/) and at the Procurement Office front counter and web site for public review (www.tempe.gov/procurement). A protest shall be in writing and include the protester's name, address and phone number, identification of the solicitation or Contract being protested, a detailed statement of the legal and factual grounds of the protest, including copies of all relevant documents and the form of relief requested. A protest is to be on the protester's company letterhead and signed by the protestor or its authorized representative.

18. **Tax:** Unless specified herein, sales, use or federal excise tax shall not be included in proposal pricing. The City is exempt from payment of federal excise tax. For proposal evaluation, transaction (sales) privilege tax paid to the City of Tempe (1.8%) is considered a pass-through cost, calculated as zero ($0) expense when comparing pricing among competing companies that are not located in Tempe. For information on privilege (sales) tax, please contact the City's Tax and License Office at (480) 350-2955 or visit their web site at Sales Tax & Regulatory Licenses.

19. **Payment:** For a single requirement purchase, the City will endeavor to remit payment within thirty (30) calendar days from receipt and approval of acceptable products, materials and/or services and approval of correct invoice. For ongoing term contract purchases, the City will endeavor to remit payment within thirty (30) calendar days from approval of invoice.

20. **Discounts:** Payment discounts periods shall be computed from the date of receipt of acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed. Discounts shall be taken on the full amount of the invoice, unless otherwise indicated. The City shall be entitled to receive any discounts offered by Offeror if payment is made within the discount period.

21. **Payment by City Procurement Card:** The Procurement Office may elect to remit payment through the use of a City procurement card. Each Offeror may indicate on the Vendor's Offer Page in this Request for Proposal its ability to accept City procurement card payments. The inability to accept payment by City procurement card will not disqualify a proposal.

22. **Public Record:** Proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of Public Record available for review following the Contract award. Material portions of the recommended Offer(s) as determined by the City may be posted to the City's website up to five (5) days prior to the City Council meeting.

23. **Late Responses:** The Offeror assumes responsibility for having the Proposal submitted on time to the City's Procurement Portal (Bonfire) website. Any offers received after the RFP Due Date and Time shall not be considered. The Offeror assumes the risk of any delay in the electronic processing of the proposal response to Bonfire. Offerors must allow adequate time to ensure that the proposal is timely received.

24. **Copying Responses:** The Offeror hereby grants the City permission to copy all parts of its offer including, without limitation, any documents and/or materials copyrighted by the Offeror. The City's right to copy shall be for internal use in the evaluating the Offers.

25. **Confidential Information and Public Record:** After award of a contract, proposals shall be available for public inspection, except to the extent that the withholding of information is required or permitted by law. Pursuant to A.R.S. § 35-214, and 41-1330 *et seq*., all records relating to the Request for Proposal and contract shall be subject to inspection at all reasonable times by the City for five (5) years after completion of the contract. Such records shall be produced by Offeror or Contractor at the time and place designated by the City.

A. If a person believes that an offer or specification contains information that should be withheld as confidential, a statement advising the procurement officer of this fact shall accompany the submission and the information shall be so identified wherever it appears. A general statement of confidentiality that is not appropriately referenced to a specific section of the RFP will not be sufficient to warrant protection by the City. The confidential portion of the submission must be clearly noted with accompanying justification for treating the section confidential. Failure of the vendor to appropriately designate confidential information in this manner will relieve the City of any obligation to protect this information as confidential.

B. The information identified by the person as confidential shall not be disclosed until the Procurement Office makes a written determination pursuant to A.R.S. § 121, *et seq*.

C. If the City determines to disclose the information, the Offeror shall be informed in writing of such determination. Notwithstanding the foregoing, following an award of contract, all proposal response information shall be available for public inspection.

Standard Terms and Conditions

Please note that these Standard Terms & Conditions shall be fully complied with by Offeror. Failure to comply with these requirements may result in the rejection of a proposal for non-responsiveness, or cancellation or termination of any awarded contract.

1. **Applicable Law:** This Contract shall be governed by, and the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code as adopted in the State of Arizona, except as otherwise provided in this Request for Proposal and resultant contract, and all statutes, or ordinances pertaining specifically to the City. This Contract shall be governed by State of Arizona law and suits pertaining to this Contract may only be brought in courts located in Maricopa County, Arizona.

2. **Arizona Climate Action Compliance:** Offeror shall comply with all applicable standards, laws, rules, orders and regulations issued pursuant to A.R.S. §49-101, *et seq*., including but not limited to, Arizona Executive Orders Nos. 2006-13, 2005-02, and 2010-14 with regard to reducing GHG emissions, increasing energy efficiency, conserving natural resources and developing renewable energy sources.

3. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of the Contract is contingent upon the availability of City, state and federal funds that are allocated or appropriated for payment obligations of the Contract. If funds are not allocated by the City or available for the continued use or purchase of services, work and/or materials set forth herein, the City may terminate the Contract. The City will use reasonable efforts to notify Contractor of such non-allocation affecting the obligations of the Contractor and/or City. The City shall not be penalized or adversely affected for exercise of its termination rights. Further, the City shall in no way be obligated or liable for additional payments or other damages as a result of such termination. No legal liability on the part of the City for any payment may arise for performance under this Contract.

4. **Billing:** All invoices submitted by Contractor for the City's review and approval shall be in itemized form to identify the specific item(s) being billed. Any purchase/delivery order issued by the City shall refer to the Contract number resulting from this Request for Proposal. Separate invoices are required on individual contracts or purchase orders. Only invoices with items resulting from this Request for Proposal will be accepted for review and approval by the City.

5. **Commencement of Work:** Contractor is cautioned not to commence any work or provide any materials or services under the Contract until and unless Contractor receives a purchase order, Notice to Proceed, or is otherwise directed in writing to do so, by the City.

6. **Certification:** By signing the "Vendor's Offer", the Offeror certifies:

   A. The submission of the proposal response did not involve collusion or other anti-competitive practices.

   B. Offeror agrees that it will comply with section 2-603(5) of the Tempe City Code ("TCC") and will not refuse to hire or employ or bar or discharge from employment any person or discriminate against such person in compensation, conditions, or privileges of employment because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status. Offeror further agrees to provide a copy of its antidiscrimination policy to the Procurement Officer to demonstrate compliance with TCC section 2-603(5) or attest in writing to its compliance in accordance with the attached Affidavit of Compliance.

   C. 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 sign the "Vendor's Offer" or signing it with a false statement shall void the submitted proposal and any resulting Contract. In addition, the Offeror may be barred from future proposal and bidding participation with the City and may be subject to such further actions as permitted by law.

   D. Offeror agrees to promote and offer to the City only those materials and/or services as stated and allowed by this Request for Proposal and resultant contract award. Violation of this condition shall be grounds for Contract termination by the City.

E. Offeror expressly warrants that it has and will continue to comply in all respects with Arizona law concerning employment practices and working conditions, pursuant to A.R.S. § 23-211, *et seq*., and all laws, regulations, requirements and duties relating thereto. Offeror further warrants that to the extent permitted by law; it will fully indemnify the City for any and all losses arising from or relating to any violation thereof.

F. Contractor agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the Legal Arizona Workers Act (LAWA), and all amendments thereto, along with all attendant laws, rules and regulations. Contractor acknowledges that a breach of this warranty is a material breach of this Contract and Contractor is subject to penalties for violation(s) of this provision, including termination of this Contract. The City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Contractor. Contractor hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.

G. If the Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of $100,000 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842. Unless and until the U.S. District Court, District of Arizona's injunction is lifted, A.R.S. § 35-393.01 is unenforceable.

H. Compliance with A.R.S. § 35-394. Contractor hereby certifies that it does not currently, and agrees for the duration of this Agreement, that Contractor will not, use: 1. The forced labor of ethnic Uyghurs in the People's Republic of China; 2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or 3. Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. Contractor hereby agrees to indemnify and hold harmless the Customer, its officials, employees, and agents from any claims or causes of action relating to the Customer's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the Customer in defending such as action. Curing the term of agreement, Contractor shall alert the City within five (5) days after becoming aware of its noncompliance with this statute and cure any noncompliance within 180 days after initial notification of noncompliance. Failure to cure in accordance with the provisions of this statute shall result in contract termination.

7. **Confidentiality of Records:** Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.

8. **Contract Formation:** This Contract shall consist of this Request for Proposal and the vendor's proposal offer submitted, as may be found responsive and approved by the City. In the event of a conflict in language between the documents, the provisions of the City's Request for Proposal shall govern. The City's Request for Proposal shall govern in all other matters not otherwise specified by the Contract between the parties. All previous contracts between the Offeror and the City are not applicable to this Contract or other resultant contracts. Any contracted vendor documents that conflict with the language and requirements of the City's solicitation are not acceptable and void the Contract.

9. **Contract Modifications:** This Request for Proposal and resultant Contact may only be modified by a written contract modification issued by the Procurement Office and counter-signed by the Contractor. Contractors are not authorized to modify any portion of this solicitation or resulting Contract without the written approval of the Procurement Office and issuance of an official modification notice.

10. **Contract Administration:** Contractor must notify the designated Procurement Officer from the Procurement Office for guidance or direction on matters of Contract interpretation or problems regarding the terms, conditions or scope of this Contract. The Contract shall contain the entire agreement between the City and the Contractor and the Contract shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.

11. **Cooperative Use of Contract:** Any Contract resulting from this solicitation shall be for the use of the City of Tempe. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tempe's Department of Procurement are eligible to participate in any subsequent Contract. Additionally, this Contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See http://www.mesaaz.gov/business/purchasing/save for a listing of participating agencies. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity.

    Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others. Contractor shall be responsible for correctly administering this Contract in accordance with all terms, conditions, requirements, and approved pricing to any eligible procurement unit.

12. **Delegated Awards:** In the event this Contract is administratively awarded via delegated authority as provided for in Section 26A-5 of the Procurement Ordinance, the Contractor acknowledges that a final Contract with the City of Tempe requires City Council approval and possibly the signature of the Mayor. Should this Contract be rejected by the City Council, Contractor agrees that it is immediately void and unenforceable against any party. The awarded firm(s) will be compensated only for any and all costs incurred up to the date of notification of such termination.

13. **Dispute Resolution:** This Contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the Contractor agree to negotiate with each other in good faith to resolve any disputes arising out of the Contract. In the event of any legal action or proceeding arising out of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred with said fees and costs to be included in any judgment rendered.

14. **Energy Efficient Products:** The City may consider energy conservation factors including costs in the evaluation of equipment and product purchases for the purpose of obtaining energy efficient products. In addition, vendor proposal Offers may specify items that have been given an energy efficient classification by the federal government for consideration by the City.

15. **Estimated Quantities:** This Request for Proposal references quantities as a general indication of the City's needs. The City anticipates considerable activity resulting from Contracts that will be awarded as a result of this Request for Proposal; however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired, in its sole discretion. No commitment of any kind is made concerning quantities and Offeror hereby acknowledges and accepts same.

16. **Interpretation of Parol Evidence:** This Contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the Contract, unless the signing of a subsequent Contract is specifically called for in this Request for Proposal. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of the Contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

17. **Events of Default and Termination:**

A. In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from the receipt of the written notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety () days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide written notice of the default does not waive any rights under the Agreement. The occurrence of any one or more of the following events shall constitute a material breach of and default under the Contract.

i) Any failure by Contractor to pay funds or furnish materials, services and/or goods that fail to conform to any requirement of this Contract or provide personnel that do not meet Contract requirements;

ii) Any party's failure to observe, perform or undertake any provision, covenant or condition of this Contract to be observed or performed by Contractor or City herein, including but not limited to failing to submit any report required herein;

iii) Any failure to make progress in the performance required pursuant to the Contract and/or gives either party reason to believe that the other party cannot or will not perform to the requirements of the Contract; or,

iv) Any failure of Contractor to commence construction, work or services within the time specified herein, and to diligently undertake Contractor's work to completion.

B. In the event the default has not been corrected to the non-defaulting party's satisfaction within the cure time specified, the non-defaulting party, at its option and in addition to any other remedies available by law or in equity, without further notice or demand of any kind to Contractor, may do the following:

i) Terminate the Contract;

ii) Pursue and/or reserve any and all rights for claims to damages for breach or default of the Contract; and/or,

iii) Recover any and all monies due from Contractor, including but not limited to, the detriment proximately caused by Contractor's failure to perform its obligations under the Contract, or which in the ordinary course would likely result therefrom, including, any and all costs and expenses incurred by the City in: (a) maintaining, repairing, altering and/or preserving the premises (if any) of the project; (b) costs incurred in selecting and retaining a substitute Contractor for the purchase of services, materials and/or work; and/or (c) attorneys' fees and costs in pursuing any remedies under the Contract and/or arising therefrom.

C. The exercise of any one of the City's remedies as set forth herein shall not preclude subsequent or concurrent exercise of further or additional remedies. In addition, the City shall be entitled to terminate this Contract at any time, in its discretion. The City may terminate this Contract for default, non-performance, breach or convenience, or pursuant to A.R.S. § 38-511, or abandon any portion of the project for which services have not been fully and/or properly performed by the Contractor.

D. Termination shall be commenced by delivery of written notice to Contractor by the City personally or by certified mail, return receipt requested. Upon notice of termination, Contractor shall immediately stop all work, services and/or shipment of goods hereunder and cause its suppliers and/or subcontractors to cease work pursuant to the Contract. Contractor shall not be paid for work or services performed or costs incurred after receipt of notice of termination, nor for any costs incurred that Contractor could reasonably have avoided.

E. The City, in its sole discretion, may terminate or reduce the scope of this Contract if available funding is reduced for any reason.

F. Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made, and no written assurance is given within the time period required, the City may treat this failure as an anticipatory repudiation of the Agreement.

18. **Force Majeure:**

A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the Contract only in the event that and to the extent that such party's performance of the Contract is prevented by reason of force majeure. 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, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal 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.

B. Force majeure shall not include the following occurrences:

i) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.

ii) Late performance by a subcontractor.

C. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via certified mail and shall make a specific reference to this clause, 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 by hand delivery or certified mail when it has done so. The time of completion shall be extended by Contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the Contract.

19. **Gratuities:** The City may elect to terminate any resultant Contract, if it is found that gratuities in any form were offered or given by the Contractor or agent thereof, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order.

20. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this Contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting from, or caused by any acts, errors, mistakes, omissions, work, services, or professional services in the performance of this Contract by Contractor or any employee of the Contractor or any other person (not the City) for whose acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph. This provision shall survive the term of this Contract.

21. **Key Personnel:** Contractor shall provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract during the Contract term and any renewal periods. The Contractor must agree to assign specific individuals to the key positions.

A. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without prior written notice to the City.

B. If key personnel are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall replace each person with personnel of substantially equal ability and qualifications upon prior City approval.

22. **Licenses and Permits:** Contractor shall maintain in current status and at its sole expense, all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor and the provision of the services to be provided under the Contract.

23. **No Assignment:** No right or interest in this Contract shall be assigned by Contractor and no delegation of any duty of Contractor shall be made without prior written permission of the City, which consent may be granted or withheld in City's unfettered discretion.

24. **Non-exclusive Contract:** Any Contract resulting from this Request for Proposal shall be awarded with the understanding and agreement that it is non-exclusive and entered into for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source.

25. **Notices:** All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), shall be in writing and shall be hand delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

City of Tempe Procurement Office
Attn: Procurement Officer
PO Box 5002
Tempe, Arizona 85280

[Contractor's Name]
[Attn of Offeror Named in Contract]
[Address]

Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder.

26. **No Waiver:** No breach of default hereunder shall be deemed to have been waived by the City, except by written instrument to that effect signed by an authorized agent of the City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default or as a waiver of that breach or default after demand by the City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of the City. Acceptance by the City for any materials shall not bind the City to accept remaining materials, future shipments or deprive the City of the right to return materials already accepted. Acceptance by the City of delinquent or late delivery shall not constitute a waiver of a later claim for damages and/or bind the City for future or subsequent deliveries.

27. **Ordering Process:** Upon award of a Contract by the Procurement Office, the City may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate Contractor. Each purchase order must cite the correct Contract number. Such purchase order is required for the City to order and the Contractor to deliver the material and/or service.

28. **Overcharges by Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and/or services used to fulfill the Contract.

29. **Performance Standards:** Equipment shall operate in accordance with the performance criteria specified in the Request for Proposal, including the manufacturer's published specifications applicable to the equipment involved. Equipment is expected to be available for productive use, as provided in the procurement documents. Penalties and/or bonuses applicable to equipment and system performance, if any, shall be calculated as specified in the Request for Proposal.

30. **Preparation of Specifications by Persons Other Than City Personnel:** No person preparing specifications for this Request for Proposal shall receive any direct or indirect benefit from the use of these specifications.

31. **Procurement of Recycled Materials:** If the price of recycled material that conforms to specifications is within five percent (5%) of the lower priced material that is not recycled and the recycled Offeror is otherwise the lowest responsive and responsible Offeror, the proposal containing recycled material shall be considered more advantageous; provided the item(s) to be obtained contains at least the minimum amount of recycled content material as defined in the City's solicitation and sufficient funds have been budgeted for the purchase.

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

33. **Public Record:** After award of Contract, proposal responses shall be considered Public Record and open for public inspection except to the extent the withholding of information is permitted or required by law. If an Offeror believes a specific section of its proposal response is confidential, the Offeror shall mark the page(s) confidential and isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The Offeror shall include a written statement as to the basis for considering the marked pages confidential and the Procurement Office will review the material and make a determination, pursuant to A.R.S. §§ 39-121, *et seq.*, and 41-151, *et seq.* A general statement of confidentiality (boiler plate statement) that is not appropriately referenced to a specific section of the RFP will not be sufficient to warrant protection by the City. The confidential portion of the submission must be clearly noted with accompanying justification for treating the section confidential. Failure of the vendor to appropriately designate confidential information in this manner will relieve the City of any obligation to protect this information as confidential.

34. **Records:** Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes §§ 35-214 and 36-215, Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the City Attorney or Procurement Office.

35. **Relationship of Parties:** It is clearly understood that each party to this Contract will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other party. The Contractor is an independent Contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to the Offeror. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.

36. **Rights and Remedies:** No provisions of this Request for Proposal or in the proposal shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of Contract. The failure of the City to insist upon strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, shall not release the Contractor from any responsibilities or obligations imposed by the Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.

37. **Safety Standards:** All items supplied on this Contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.

38. **Severability:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.

39 **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location(s) designated herein. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. The City will notify the Contractor promptly of any damaged materials and shall assist the Contractor in arranging for inspection. Shipments under reservation are prohibited. No tender of a bill of lading shall operate as a tender of the materials.

40. **Specially Designated Nationals and Blocked Persons List:** Contractor represents and warrants to the City that neither Contractor nor any affiliate or representative of Contractor:

A. Is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order no. 13224, 66 Fed. Reg. 49079 ("Order");

B. Is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s);

C. Is engaged in activities prohibited in the Order; or,

C. Has been convicted, pleaded *nolo contendre,* indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.

41. **Termination for Conflict of Interest:** This Contract is subject to the cancellation provisions of A.R.S. § 38-511. The City may cancel this Contract within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Contract for the City becomes an employee or agent of the Contractor.

42. **Termination for Convenience:** The City at its sole discretion may terminate this Contract for convenience with thirty (30) days advance notice to Contractor. Contractor shall be reimbursed for all appropriate costs as provided for within the Contract up to the termination date specified.

43. **Time of the Essence:** Time is and shall be of the essence in this Contract. If the delivery date(s) specified herein cannot be met, Contractor shall notify the City using an acknowledgment of receipt of order and intent to perform without delay, for instruction. The City reserves the right to terminate this Contract and to hold Contractor liable for any cost of cover, excess cost(s) or damage(s) incurred as a result of delay.

44. **Unauthorized Firearms & Explosives:** No person conducting business on City property is to carry a firearm or explosive of any type. All Offerors, Contractors and subcontractors shall honor this requirement at all times and failure to honor this requirement shall result in Contract termination and additional penalties. This requirement also applies to any and all persons, including those who maintain a concealed weapons permit. In addition to Contract termination, anyone carrying a firearm or explosive device will be subject to further legal action.

45. **Warranties:** Contractor expressly warrants that all materials and/or goods delivered under the Contract shall conform to the specifications of this Contract and be merchantable and free from defects in material and workmanship, and of the quality, size and dimensions specified herein. This express warranty shall not be waived by way of acceptance or payment by the City, or otherwise. Contractor expressly warrants the following:

A. All workmanship shall be finest and first-class;

B. All materials and goods utilized shall be new and of the highest suitable grade for its purpose; and

C. All services will be performed in a good and workmanlike manner. Contractor's warranties shall survive inspection, acceptance and/or payment by the City, and shall apply to the City, its successors, agents and assigns.

The Contractor agrees to make good by replacement and/or repair, at its sole expense and at no cost to the City, any defects in materials or workmanship which may appear during the period ending on a date twelve (12) months after acceptance by the City, unless otherwise specified herein. Should Contractor fail to perform said replacement and/or repair to City's satisfaction within a reasonable period of time, City may correct or replace said defective or nonconforming materials and recover the costs thereof from Contractor. This warranty shall not operate to reduce the statute of limitations period for breach of contract actions or otherwise or reduce or eliminate any legal or equitable remedies.

46. **Work for Hire and Ownership of Deliverables:** The Contractor hereby agrees and covenants that all the results and proceeds of the Contractor's work and/or services for the Project specified herein, for the Contractor and all of its agents, employees, officers and subcontractors, shall be owned by the City, including the copyright thereto, as work for hire. In the event, for any reason such results and proceeds are not deemed work for hire, the Contractor agrees and covenants that it shall be deemed to have assigned to the City all of its right, title and interests in such results, proceeds and content to the City, without limitation. Contractor agrees to indemnify and hold the City harmless from and against all claims, liability, losses, damages and expenses, including without limitation, legal fees and costs, arising from or due to any actual or claimed trademark, patent or copyright infringement and any litigation based thereon, with respect to any work, services and/or materials contemplated in this Contract. Contractor agrees to pay to defend any and all such actions brought against the City. Contractor's obligations hereunder shall survive acceptance by the City of all covenants herein as well as the term of the Contract itself.

Special Terms & Conditions and Instructions

Proposals taking exception to Special Terms & Conditions and Instructions stated within this Request for Proposal may cause the Proposal to be considered nonresponsive and rejected.

1. **City Procurement Document:** This Request for Proposal is issued by the City. No alteration of any portion of this Request for Proposal by an Offeror is permitted and any attempt to do so shall result in vendor's proposal Offer being considered nonresponsive and rejected. No alteration of any portion of a resultant Contract is permitted without the written approval of the Procurement Office and any attempt to do so shall be considered a breach of the Contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, Contract termination and/or suspension of the Contractor.

2. **Offer Acceptance Period:** To allow for an adequate evaluation, the City requires the vendor's proposal Offer in response to this Request for Proposal to be valid and irrevocable for one hundred twenty (120) days after the proposal due time and date.

3. **Contract Type:** Term with justifiable price adjustments allowed, indefinite quantity.

4. **Term of Contract:** The term of the Contract shall commence on the date of award and shall continue for a period of two (2) years thereafter, unless terminated, canceled or extended as otherwise provided herein.

5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant Contract for ninety (90) days beyond the stated term. In addition, the City at its option may renew for supplemental terms of up to a maximum of three (3) additional years. The period for any single renewal increment shall be determined by the Procurement Office. Such increment shall not be for more than a period of one (1) year each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer Contract renewal period.

6. **Delivery & Payment Discount:** Offeror must indicate promised delivery schedule and payment terms on the Price Sheet.

7. **Pricing:**

   A. Pricing accuracy and completeness are critical to the determination of an award. Offeror shall identify and price all items being proposed.

   B. In the case of system proposals, Offeror shall identify all items which are required to make the system function in accordance with the specifications stated in the Request for Proposal.

   C. If provided pricing pages do not cover all such items, the Offeror shall include an itemized listing of all required products and services in the Proposal required for all system equipment to be fully functional and in conformity with specifications stated in the Request for Proposal.

8. **Price Adjustment:**

   A. The Procurement Office will review fully documented requests for price increases after the Contract has been in effect for twelve (12) months. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the Proposal and can be shown to directly affect the price of the item concerned. The Procurement Office will determine whether the requested price increase, or an alternative option, is in the best interest of the City. Advanced thirty (30) day written notification by Contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the Procurement Office. After the City approves a price increase the Contractor shall not be eligible to receive an additional increase until twelve (12) months from the date of the last approved price increase.

   B. Price increase requests must be acknowledged in writing by the Procurement Office before becoming effective. If not acknowledged within thirty (30) days, Contractor shall contact the Procurement Office to ensure the price increase request was received.

C. The Contractor shall offer any published price reduction or if applicable to the Contract, profit sharing price advantage to the City concurrent with its announcement to other customers. A price reduction or profit-sharing price advantage may be offered at any time during the term of an awarded Contract and shall become effective upon notice and acceptance. The City shall likewise be given any special sales discounts offered to the general public, which exceed contracted price discounts extended to the City by the Contractor.

9. **Multiple Awards:** The City has a large number and variety of potential customer departments. In order to ensure that any ensuing Contracts will allow the City to fulfill current and future requirements, the City reserves the right to award Contracts to multiple companies. The actual utilization of any Contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each Offeror.

10. **Change Order:** The Procurement Office reserves the right to execute change orders reflecting a quantity increase within ninety (90) days from Contractor's initial delivery date. No change order will be executed outside of the scope of the City's Request for Proposal and the Contractor's proposal and price response.

11. **Brand Name or Equal Specifications:** When the specification calls for "Brand Name or Equal," the brand name product is acceptable. The use of a brand name is for the purposes of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. If an Offeror wishes to provide a material or service that is not the brand name, the equivalent material or service must meet the standard of quality of the brand name product., which is determined at the City's sole discretion. Equivalent products will be considered upon showing the other product meets stated specifications and is equivalent to the brand name product in terms of quality, performance and desired characteristics. Products that are substantially equivalent to those brands designated will quality for consideration. Burden of proof that the product meets the minimum standards or is equal to the brand name product is on the Offeror. The City reserves the right to reject Responses that the City deems unacceptable for any reason.

12. **Warranty:** Each proposal must include a complete and exclusive statement of the product warranty. Warranty offers will be relatively considered as appropriate to life cycle costing.

13. **Descriptive Literature:** Offeror shall provide the City with complete manufacturers' descriptive literature regarding the materials, equipment, or products proposed to be furnished under the Contract. Literature shall be provided in sufficient detail so as to provide the City with full and fair evaluation of the proposal. Failure to include required information or insufficient information may result in the Offer being rejected.

14. **Current Products:** All Offers made in response to this Request for Proposal shall be in current and ongoing production shall have been formally announced for general marketing purposes shall be a model or type currently functioning in user environments and shall meet or exceed all specifications and requirements set forth in this solicitation. Enhancements to established products need not necessarily comply with this clause and will be reviewed on individual merits.

15. **Product Discontinuance:** The City may award Contracts for particular products and/or models of equipment as a result of this solicitation. In the event that a product or model is discontinued by the manufacturer, the City at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission by the City to substitute a new product or model and provide all of the following:

G. A formal announcement from the manufacturer that the product or model has been discontinued;

H. Documentation from the manufacturer that names the replacement product or model;

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

D. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model; and

E. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

16. **Local Maintenance:** In order to ensure that the highest up-time for the purchased equipment is maintained, , Offeror must have local maintenance facilities and/or have specific agreements in force with a third party to provide local maintenance. Each maintenance facility must be staffed by trained technicians and have a sufficient parts inventory to provide quality service on the equipment. The Procurement Office may inspect the maintenance facilities to determine adequacy of the inventory.

17. **Installation and Acceptance:**

A. Installation Date: The Contractor shall install equipment ready for use on or before the installation date specified in the applicable schedule.

B. Site Preparation: The City shall have the site available and prepared in a timely manner in accordance with Contractor published specifications. The Contractor shall be given access to the site for installation and testing purposes.

C. Site Inspection: Prior to the installation date, Contractor shall inspect the site and shall report to the City, in writing, the dates of such inspections, any rejections and the reasons therefore, and the final acceptance thereof. Such final site acceptance shall include a written representation to the City by the Contractor that the site meets the Contractor's and/or equipment manufacturer's site specifications for the efficient and safe operation of the equipment.

D. Acceptance Testing: When Contractor has completed installation and is satisfied that the poured in place rubber surfacing is operating successfully and meets minimum design capabilities, the City shall be so notified. Rubber surfacing density, glued joints, and top coat shall be installed and applied to industry standard and shall be consistent throughout. The City may accept or reject any portion or all of the poured in place rubber surfacing. .

E. Acceptance: At the conclusion of the acceptance testing period, the City's acceptance may be conclusively presumed if a written rejection specifying the reasons therefore is not delivered to Contractor within ten (10) business days following the end of the acceptance testing period.

18. **Contractor's Risk:** Contractor agrees to bear all risk of loss, injury, or destruction of materials (equipment/products) ordered as a result of this Contract which occurs prior to delivery to the City; and such loss, injury, or destruction shall not release Contractor from any obligation hereunder.

19. **Insurance:**

A. Insurance Required: Prior to commencing services under this Contract, Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries (including death) to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, subcontractors, or sub-subcontractors. For Offerors with self-insurance, proof of self-insurance with minimum limits expressed below must be submitted on proper forms for evaluation prior to award of Contract.

A Contract Award Notice or Purchase Order will not be issued to the Contractor until receipt of all required insurance documents by the Procurement Office with such documents meeting all requirements herein. In addition, before any Contract renewal, all required insurance must be on file with the Procurement Office. Contractor must submit required insurance within ten (10) calendar days after request by the Procurement Office or the award may be rescinded and another Offeror selected for award.

B. Minimum Limits of Coverage: Without limiting any obligations or liabilities, the Contractor, at its sole expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance and with forms satisfactory to the City. Each insurer shall have a current A.M. Best Company, Inc., rating of not less than A-VII. Use of alternative insurers requires prior approval from the City.

i. Minimum Limits of Insurance. Contractor shall maintain the following minimum limits:

a. *Commercial General Liability*

Commercial general liability insurance limit of not less than $1,000,000 for each occurrence, with a $2,000,000 general aggregate limit. The general aggregate limit shall apply separately to the services under this Contract or the general aggregate shall be twice the required per occurrence limit. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual coverage, including but not limited to the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office policy form CG0001 or its equivalent.

In the event the general liability policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the services as evidenced by annual certificates of insurance. In addition, the retro date shall be no later than the start date of the contract. The retro date shall be disclosed on the certificate of insurance.

Such policy shall contain a "severability of interests" provision.

b. *Worker's Compensation*

The Contractor shall carry worker's compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of services; and employer's liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee and $500,000 disease policy limit.

In cases when services are subcontracted, the Contractor will require the subcontractor to provide worker's compensation and employer's liability to at least the same extent as provided by Contractor.

c. *Automobile Liability*

Commercial business automobile liability insurance with a combined single life or bodily injury and property damages of not less than $1,000,000 per accident regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor services. Coverage will be at least as broad as coverage Code 1 "any auto". Insurance Service Office policy form CA0001 Y87 or any replacements thereof. Such coverage shall include coverage for loading and unloading hazards.

C. Additional Insured: The insurance coverage, except for workers compensation and professional liability coverage, required by this Contract, shall name the City, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance afforded the Contractor shall be primary insurance. The additional insured wording on the commercial general liability policy will be at least as broad as Insurance Services Office policy forms CG2010 04/13 edition and CG2037 04/13 edition or their equivalent. The additional insured wording on the automobile liability policy will be at least as broad as Insurance Services Office policy form CA 20 48 or its equivalent. This provision and the naming of the city as an additional insured shall in no way be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(s).

D. Coverage Term: All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted by the City. Failure to do so shall constitute a material breach of this Contract.

E. Primary Coverage: Contractor's insurance shall be primary insurance to the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

F. Claim Reporting: Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City.

G. Waiver: The policies, including workers' compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the work or services of the Contractor.

H. Deductible/Retention: The policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be disclosed by the contractor and shall not be applicable with respect to the coverage provided to the City under such policies. Contractor shall be solely responsible for deductible and/or self-insurance retention and the City, at its option, may require Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

I. Certificates of Insurance: Prior to commencing work or services under this Contract, Contractor shall furnish the City with certificates of insurance, or formal endorsements as required by the Contract, issued by the Contractor's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number or name and shall provide for not less than thirty (30) days advance notice of cancellation, termination, or material alteration. Such certificates shall be sent directly to: Contract Administrator, City of Tempe, P. O. Box 5002, Tempe, AZ 85280.

J. Copies of Policies: The City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the above policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under this Contract.

20. **Payments - After Acceptance of Delivery:** Payment in full shall be made to the Contractor within thirty (30) days after receipt and acceptance of delivery by the City, unless terms other than net thirty (30) days are offered as a discount, at the City's sole discretion.

21. **Job Site Requirements and Clean-Up:** For coordination purposes, contractor shall contact a COT representative to schedule maintenance, repair, or installation with a minimum of 2 weeks' notice. Contractor agrees and covenants to adequately protect the work site, adjacent property and the public in all phases of the work and/or services provided herein. Contractor shall be solely responsible for all damages or injuries due to action or neglect pursuant to this section. Contractor shall maintain access to all phases of the Project pending inspection by the City or its agent. Contractor hereby agrees to the following as to the job site:

A. Continually keep the job site free from debris, waste and accumulation of materials;

B. Immediately clean up any oil, fuel or chemical spills and take any and all remediation necessary;

C. Keep machinery clean and free of weeds and debris;

D. Remove all construction stains, smears and debris from finished surfaces;

E. Perform site preparation to limit the spread of weeds, debris and other nuisances prior to submission of final invoice to the City; and,

F. Remove all equipment, materials, tools and Contractor's personal property prior to submission of final invoice to the City.

22. **Conduct and Dress Code:** The Contractor's employees shall maintain proper conduct at all times while on City property. Employees shall maintain a professional demeanor and show respect to other personnel at the work site. Employees will be dressed appropriately for the work with badges or uniforms that identify them as employees of the Contractor.

23. **Safety, Health and Sanitation:** The Contractor shall provide and maintain in a neat, sanitary condition such facility accommodations for the use by their employees as may be necessary to comply with the requirements and regulations of the Arizona State Department of Health or as specified by the Maricopa County Health Department, Sanitary Code. The Contractor shall be fully responsible for the safety of their employees, the public and property in connection with the performance of the work covered by this Contract. The Contractor shall provide all safeguards, safety devices and protective equipment and be responsible for taking any needed actions to protect the life and health of their employees and the public during work activity. The Contractor shall also take any necessary actions as directed by the City Project Manager to reasonably protect the life and health of employees on this job and others coming into contact with the job site. Precaution shall be exercised by the Contractor at all times for the protection of persons (including employees) and property. The Contractor shall comply with the provisions of all applicable laws, pertaining to such protection including all Federal and State Occupational Safety and Health Acts, and Standards and Regulations promulgated there under.

24. **Protection and Restoration of Property and Landscape:** The Contractor shall be responsible for all damage or injury to public or private property of any character, during the prosecution of the work resulting from any act, omission, neglect, or misconduct in its manner or method of executing the work or at any time due to defective work or materials. The Contractor's responsibility will not be released until the project has been completed and accepted.

    If damage is caused by the Contractor, the Contractor shall restore at no cost to the City, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed, or they shall make good such damage or injury in an acceptable manner. Further payments will be withheld until the City has inspected the corrected damage or injury and has signed-off the completion and acceptance. Contractor shall not dump spoils or waste material on private or public property without first obtaining from the owner written permission for such dumping.

25. **Responsibility for Work:** The Contractor shall properly guard, protect, and take every reasonable precaution necessary against damage or injury to all finished or partially finished work due to weathering action by the elements or from any other cause, until the entire portion of their respective Contract obligation is completed and accepted by the City. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work before final acceptance at no cost to the City. Partial payment for any completed portion of work shall not release the Contractor from such responsibility.

26. **Employees of the Contractor:** No one except authorized employees of the Contractor is allowed on the premises of the City. Contractor employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor. Failure of Contractor to meet this requirement will result in permanent removal of employee performing work at the City sites.

27. **Sub-Contractor(s):** The City reserves the right to approve all sub-contractors. Contractor is responsible for all actions of sub-contractors. Contractor shall name sub-contractors as additionally insured, in addition to the City on all required insurance documents.

28. **Safety Apparel Used by Contractor Employees/Staff:** Contractor's employees/staff shall be required to wear safety apparel (i.e., eye, ear, face, protection, etc.) and appropriate clothing like long pants, long sleeve shirts, when using landscape equipment such as, but not limited to lawnmowers, blowers, weed whackers, etc. Monitoring of safe work performance will be performed by City staff.

29. **Materials and/or Equipment:** Materials and/or equipment, furnished by the City will be delivered or made available to the Contractor when necessary. The Contractor will be held responsible for all materials and/or equipment accepted by them and will make good any shortages, deficiencies or damages that may occur after such acceptance.

Scope of Work

The City of Tempe ("City") is seeking proposals from qualified firms for the supply and installation of rubberized playground safety surfacing. The requested surfacing is to be currently advertised and produced by established manufacturers of rubberized playground safety surfacing in the class of the manufacture numbers, or approved equals, and minimum specifications that follow. All rubberized playground safety surfacing must meet the current American Society for Testing and Materials ("ASTM") Standards F1292-13, F1951-14 and F1487-11; conform to current Consumer Product Safety Commission ("CPSC") Guidelines for Public Playground Safety and certified by the International Play Equipment Manufacturer's Association (IPEMA). It shall also meet the flammability standards per ASTM D2859-16 and ASTM E108-16.

Any resulting contract shall be for a period of two (2) years with three (3), one-year renewal options.

The City reserves the right to award to one or multiple vendors by individual line item, by group of items, or as a total, whichever is most advantageous to the City.

Approved Equals

Offerors must submit specification sheets with their proposal for any "approved equal" item offered. Catalog pages only will not be considered adequate.

Offerors must also submit testing data showing that their "approved equal" rubberized playground safety surfacing meets the requirement of ASTM F1292-13 for both 3 ½" and 5" thick surfacing.

Offerors must submit a list of at least five installations in Arizona or a similar desert environment, where their "approved equal" rubberized playground safety surfacing has been in service for a minimum of three (3) years. Offerors should include: i) owner/purchaser; ii) address of the installation; iii) date of the installation; iv) contact person; and v) contact phone number.

At time of selection, Offerors shall provide a certificate of insurance for poured in place surfacing for use as playground safety surfacing, covering both general and product liability, of not less than $1,000,000 for each occurrence, $ 2,000,000 general aggregate, with an excess/umbrella liability of $5,000,000. The issuing underwrite shall be AA rated.

New Installations

For new installations, a core sample from the current project meeting NTSA standards shall be provided to a City representative upon contract award.

Artwork

Offeror shall provide samples of previously produced artwork for installation with their proposal response.

Materials

Below is the list of materials to be purchased under this contract:

- Buffing materials (underlayment)
- Topcoat Rubber Granules – Black
- Topcoat Rubber Granules – Standard Color
- Topcoat Rubber Granules – Premium Color
- Standard Adhesive
- Premium Adhesive

Specifications

Item 1 – Removal and Disposal of Existing Surface

Listed below are the desired specifications for the removal and disposal of the existing safety surfacing. All exceptions must be explained.

		Vendor Response		
Specifications		**Yes**	**No**	**Exception**
1.	Remove existing Poured-In-Place Rubberized Safety Surfacing (Tot Turf) installed over a compacted aggregate (ABC) sub-base with a concrete border, and/or a turndown in a sand playground.	X		
2.	Dispose of all waste materials off-site in a manner that conforms to all federal, state, county, and local codes.	X		
3.	Repair any disturbance to the aggregate sub-base, bring sub-base back into level, and compact sub-base to 95%.	X		
4.	Repair any damage to existing facilities and play equipment caused by the Contractor's activity at Contractor's expense and to the satisfaction of the City.	X		
5.	Repair any damage to the existing turf caused by Contractor (ruts filled with clean soil, compacted and sod added to match adjacent grades).	X		

Item 2 – Rubberized Playground Safety Surfacing, 3 ½" Thick

Listed below are the desired specifications for pouring in place of rubberized playground safety surfacing, Tot Turf or approved equal. Any exceptions to the specifications must be explained. Refer to Exhibits A, B and C for a cross-section diagram of the surfacing.

		Vendor Response		
Specifications		**Yes**	**No**	**Exception**
1.	Install 3 ½" thick poured-in-place rubberized safety surfacing over an ABC sub-base with a concrete border and/or a turndown in a sand playground. Surfacing to be seamless.	X		
2.	Surfacing to be poured-in-place. Molded rubber tile is not acceptable.	X		
3.	A urethane primer should be applied to concrete, asphalt, or wood surfaces at a rate of 200-250 square feet per gallon. The entire area does not need to be primed at once instead, prime about 700 square feet at a time.	X		
4.	A urethane primer should be applied to any playground equipment that will be surrounded by the poured in place safety surfacing system.	X		
<u>Cushion Layer</u>				
5.	Cushion layer consists of shredded styrene butadiene rubber (SBR) adhered with a 100 percent solids polyurethane binder to form a resilient porous material. 3" thick pad.	X		
6.	Strands of SBR for cushion layer may vary from 0.5 mm-2.0 mm in thickness by 3.0 mm-20 mm in length. No foam or standard rubber granules.	X		

Specifications

		Vendor Response		
Specifications		**Yes**	**No**	**Exception**
7.	Binder for cushion layer shall be between 12-14 percent of the total weight of the material and shall provide 100 percent coating of the particles.	X		
8.	Cushion Layer shall be compatible with the wear course and must meet requirements for impact attenuation.	X		
9.	The mix should be allowed to cure for 24 hours.	X		
Wear Course				
10.	Wear Course shall consist of Ethylene Propylene Diene Monomer (EPDM), Thermal Plastic Vulcanized (TPV) or Treated SBR (Styrene Butadiene Rubber) granules with polyurethane binder formulated to produce an even, uniform, seamless surface and shall be bonded to cushion layer.	X		
11.	Wear course shall meet ASTM D2240-15 (Shore A) hardness of 55-65, not less than 26 percent rubber hydrocarbons.	X		
12.	Thickness of wear course shall be a minimum ½ inch (12.7 mm) and shall be porous.	X		
13.	Surface of wear course shall be hand troweled to a smooth, seamless, even finish, and slip resistant.	X		
14.	Where seams are required due to color change, a step configuration will be constructed to maintain wear course integrity.	X		
15.	The edge of initial pour for the wear course shall be coated with adhesive and wearing surface mixture shall be immediately applied.	X		
16.	Surface should be allowed to cure for 24-72 hours to until dry to the touch.	X		
EPDM				
17.	EPDM shall be peroxide cured with an EPDM content of 26% and shall include a processing aid to prevent hardness with 26% poly content to maintain dynamic testing characteristics, weatherization, and UV stability.	X		
18.	Size of EPDM granules for wear course shall be 2-4 mm across. Binder shall not be less than 20 percent of total weight of rubber used in the wear surface and shall provide 100 percent coating of the particles.	X		
Alternate: TPV				
19.	TPV for wear course shall be angular granules with a (Shore A) hardness of 65°A +5 and particle size between 1-4mm. Binder shall not be less than 20% of total weight of rubber used in the wear surface and shall provide 100% coating of the particles.	X		
Binder				
20.	No Toluene Diphenel Isocyanate (TDI) shall be used for the binder.	X		
21.	No filler materials shall be used in urethane such as plasticizers and the catalyzing agent shall contain no heavy materials.	X		

		Vendor Response		
Specifications		**Yes**	**No**	**Exception**
22.	Weight of polyurethane shall be no less than 8.5 lbs/gal (1.02 Kg/1) and no more than 9.5 lbs/gal (1.14 Kg/1).	X		
23.	Binder shall be Voramer MR 1099, Stobielast S136, or approved equal for extreme heat and humidity conditions.	X		Use APT glue 3405 or 3480 for bright colors
Other				
24.	Installation of surfacing shall be seamless up to 2,000 square feet per day and completely bonded to subbase. Material shall cover all foundations and fill around all elements penetrating the surface.	X		
25.	Five-year warranty on workmanship and materials.	X		
26.	To meet most recent CPSC guidelines applicable to play equipment and safety surfacing.	X		
27.	Testing for shock absorbing properties to follow methods of ASTM F1292-13 Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment to be at contractor's expense for onsite test. All new installations must successfully pass testing prior to payment. All testing shall be performed in the presence of the City's designated representative.	X		
28.	Safety surfacing is intended to serve as an accessible path of travel for persons with disabilities and to be firm, stable, and slip resistant. To meet requirements of ASTM F1951-14 and ASTM 1292-04.	X		
29.	Contractor to install surfacing per the manufacturer's standard recommendations and attached details.	X		
30.	Contractor to be responsible for all off-site disposal of all waste materials in a manner that conforms to all federal, state, county and local codes.	X		
31.	Contractor to repair any damage to existing facilities caused by the installation activity at Contractor's expense and to the satisfaction of the City.	X		
32.	Damage to the existing turf by installation to be repaired by Contractor (ruts filled in with clean soil, compacted and sodded to match adjacent grades).	X		

Item 3 –Rubberized Playground Safety Surfacing, 5" Thick

Listed below are the minimum specifications for rubberized playground safety surfacing, 5" poured in place, Tot Turf Aromatic or approved equal. Any exceptions to the specifications must be explained. Refer to Exhibits A, B and C for a cross-section diagram of the surfacing.

		Vendor Response		
Specifications		**Yes**	**No**	**Exception**
1.	Install 5" thick poured-in-place rubberized safety surfacing over an ABC sub-base with a concrete border and/or a turndown in a sand playground. Surfacing to be seamless.	X		
2.	Surfacing to be poured-in-place. Molded rubber tile is not acceptable.	X		

Specifications

		Vendor Response		
Specifications		**Yes**	**No**	**Exception**
3.	A urethane primer should be applied to concrete, asphalt or wood surfaces at a rate of 200-250 square feet per gallon. The entire area does not need to be primed at once instead, prime about 700 square feet at a time.	X		
4.	A urethane primer should be applied to any playground equipment that will be surrounded by the poured in place safety surfacing system.	X		
Cushion Layer				
5.	Cushion layer consists of shredded styrene butadiene rubber (SBR) adhered with a 100 percent solids polyurethane binder to form a resilient porous material. 4.5" thick pad.	X		
6.	Strands of SBR for cushion layer may vary from 0.5 mm-2.0 mm in thickness by 3.0 mm-20 mm in length. No foam or standard rubber granules.	X		
7.	Binder for cushion layer shall be between 12-14 percent of the total weight of the material and shall provide 100 percent coating of the particles.	X		
8.	Cushion Layer shall be compatible with the Wear Course and must meet requirements for impact attenuation.	X		
9.	The mix should be allowed to cure for 24 hours.	X		
Wear Course				
10.	Wear Course shall consist of Ethylene Propylene Diene Monomer (EPDM), Thermal Plastic Vulcanized (TPV) or Treated SBR (Styrene Butadiene Rubber) granules with polyurethane binder formulated to produce an even, uniform, seamless surface and shall be bonded to cushion layer.	X		
11.	Wear course shall meet ASTM D2240-15 (Shore A) hardness of 55-65, not less than 26 percent rubber hydrocarbons.	X		
12.	Thickness of wear course shall be a minimum ½ inch (12.7 mm) and shall be porous.	X		
13.	Surface of wear course shall be hand troweled to a smooth, seamless, even finish, and slip resistant.	X		
14.	Where seams are required due to color change, a step configuration will be constructed to maintain wear course integrity.	X		
15.	The edge of initial pour for the wear course shall be coated with adhesive and wearing surface mixture shall be immediately applied.	X		
16.	Surface should be allowed to cure for 24-72 hours to until dry to the touch.	X		

Specifications

		Vendor Response		
Specifications		**Yes**	**No**	**Exception**
EPDM				
17.	EPDM shall be peroxide cured with an EPDM content of 26% and shall include a processing aid to prevent hardness with 26% poly content to maintain dynamic testing characteristics, weatherization, and UV stability.	X		
18.	Size of EPDM granules for wear course shall be 2-4 mm across. Binder shall not be less than 20% of total weight of rubber used in the wear surface and shall provide 100 percent coating of the particles.	X		
Alternate: TPV				
19.	TPV for wear course shall be angular granules with a (Shore A) hardness of 65°A +5 and particle size between 1-4mm. Binder shall not be less than 20% of total weight of rubber used in the wear surface and shall provide 100% coating of the particles.	X		
Binder				
20.	No Toluene Diphenel Isocyanate (TDI) shall be used for the binder.	X		
21.	No filler materials shall be used in urethane such as plasticizers and the catalyzing agent shall contain no heavy materials.	X		
22.	Weight of polyurethane shall be no less than 8.5 lbs/gal (1.02 Kg/1) and no more than 9.5 lbs/gal (1.14 Kg/1).	X		
23.	Binder shall be Voramer MR 1099, Stobielast S136, or approved equal for extreme heat and humidity conditions.	X		Use APT glue 3405 or 3480 for bright colors
Other				
24.	Installation of surfacing shall be seamless up to 2,000 square feet per day and completely bonded to subbase. Material shall cover all foundations and fill around all elements penetrating the surface.	X		
25.	Five-year warranty on workmanship and materials.	X		
26.	To meet most recent CPSC guidelines applicable to play equipment and safety surfacing.	X		
27.	Testing for shock absorbing properties to follow methods of ASTM F1292-13 Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment to be at contractor's expense for onsite test. All new installations must successfully pass testing prior to payment. All testing shall be performed in the presence of the City's designated representative.	X		
28.	Safety surfacing is intended to serve as an accessible path of travel for persons with disabilities and to be firm, stable, and slip resistant. To meet requirements of ASTM F1951-14 and ASTM 1292-04.	X		
29.	Contractor to install surfacing per the manufacturer's standard recommendations and attached details.	X		
30.	Contractor to be responsible for all off-site disposal of all waste materials in a manner that conforms to all federal, state, county, and local codes.	X		

		Vendor Response		
Specifications		**Yes**	**No**	**Exception**
31.	Contractor to repair any damage to existing facilities caused by the installation activity at Contractor's expense and to the satisfaction of the City.	X		
32.	Damage to the existing turf by installation to be repaired by Contractor (ruts filled in with clean soil, compacted and sodded to match adjacent grades).	X		

Item 5 - Top Coating - Installed

Listed below are the desired specifications for top coating, installed. Any exceptions to the specifications must be explained.

		Vendor Response		
Specifications		**Yes**	**No**	**Exception**
1.	Voramer MR 1121 (60%) and Rinsolve 38 (40%) or Stobielast S136 (60%) and Xylene (40%).	X		Use APT 3480 or 3486 Aliphatic glue so it does not amber
2.	Clear in color.	X		
3.	Coverage to be compatible with rubber safety surfacing by Tot Turf, Flexground, or approved equal.	X		
4.	Coverage to be approximately 150 square feet/gallon	X		
5.	Installed by roller required per manufacturer's standard recommendations.	X		
6.	Contractor to repair any damages to existing facilities and play equipment caused by Contractor activity to the satisfaction of the City.	X		
7.	Damage to the existing turf caused by Contractor to be repaired by Contractor (ruts filled with clean soil, compacted and sod matched to adjacent grades).	X		
8.	Top coating shall consist of two (2) clear coats of urethane installed by roller per manufacturer's standard recommendations.	X		
9.	Pricing shall include ten (10) square feet of repairs (if needed).	X		

Item 6 – Retop System

Listed below are the desired specifications for repairing severely damaged rubber. Any exceptions to the specifications must be explained.

		Vendor Response		
Specifications		**Yes**	**No**	**Exception**
1.	Area is cut 12" on exterior border to eliminate trip hazard. Cuts shall be made at a 45-degree angle.	X		
2.	1-1/2" Tot Turf Aromatic System Re-Top, Flexground FlexTop, or approved equal consisting of 1" shredded styrene butadiene rubber (SBR) and 1/2" EPDM wear surface.	X		
3.	Major damage to existing pad shall be repaired prior to application.	X		

Specifications

		Vendor Response		
Specifications		**Yes**	**No**	**Exception**
Repairs:				
1.	Damaged topcoat shall be cut at an angle for proper bonding of new materials and cut-outs shall be made square or rectangular shapes.	X		
2.	Topcoat repairs shall not be applied over existing topcoat, the area identified for repair must have all existing surfacing materials removed prior to repair being performed.	X		
3.	Service requests shall be scheduled with a City representative within 10 days of service request being received.	X		

Proposal Questionnaire

"Return this Section with your Response"

Questionnaire responses and supporting documentation provided will be used to evaluate the proposal. In order to evaluate an Offeror's overall experience and competence to perform the Scope of Work described herein, the City may rely on additional resources beyond the information provided.

	Question	Response
1.	What is the address of your local facility?	2415 S 18th Pl., Phoenix AZ 85034
2.	Identify the firm who will install the surfacing	Competitive Surfacing Solutions (CSS)
3.	Did your firm provide all applicable licensing requirements as determined by the Arizona Registrar of Contractor with your proposal?	Yes __X___ No _____
4.	Please describe your firm's experience in installing and repairing surfaces	Anytime we do a repair, we cut the PIP at a 45 degree angle and remove the bad PIP. Then before placing new PIP, we prime the perimeter with binder to help it bond to the old PIP.
5.	Describe the Contractors and Installer's experience and performance history with the City of Registrar of Contractors.	The qualifying party has held an ROC license since 1-26-2017 without any registered complaints. The currently held license is a General Dual KA Dual Engineering.
6.	Please describe a detailed description of the process you follow to repair a large surface area	Same as a small repair. We will first assess the area. If it's bad, we will cut out the area then prime then install new PIP. If the area is large, we would retop but ensure that the area is level, sub-base is compacted to 95% and meets the level of the surrounding areas.
7.	Did your firm include artwork samples for surface installation with your proposal?	Yes _____ No ___X__
8.	What is your firm's timeframe for responding to a repair request?	Within 24-48 hours of notification, we will walk the site. Then once paperwork has been completed, we will install repairs within 10 days of issued PO.
9.	Please describe the warranty that your firm offers on repairs.	On all new installs we have a 5 year warranty. With a 1.5" retop we have a 1 year warranty.
10.	Can your firm supply the necessary materials as outlined in the scope of work?	Yes ___X__ No _____

Proposal Questionnaire

"Return this Section with your Response"

	Question	Response
11.	Please provide a list of standard and custom/premium colors for poured-in-place (rubber surfacing materials) and their delivery lead time.	There are four standard colors. They are Beige, Red, Blue & Green. There is also another 15 different colors to pick from which are premium and require Aliphatic glue.
12.	Please describe a detailed description of the process you follow to repair a large surface area	Same as a small repair. We will first assess the area. If it's bad, we will cut out the area then prime then install new PIP. If the area is large, we would retop but ensure that the area is flat and meets the level of the surrounding areas.
13.	Did your firm provide specification sheets for items submitted as approved equals with your proposal?	Yes __X___ No _____
14.	Did you firm submit test data for items proposed?	Yes __X__ No _____
15.	List all warranties and guarantees	See Warranty Docs
16.	What is your firm's lead time to completion after receipt of a purchase order from the City?	___30____ days ARO
17.	Do you agree to the Terms and Conditions of this RFP?	Yes __X___ No _____
a.	If no, please explain	

18.	List a minimum of five (5) references in Arizona or similar desert environment where your firm supplied the surfacing being proposed and where it has been in service for a minimum of three (3) years.

Reference 1:	
Firm Name:	Pardes Jewish Day School
Address of installation:	12753 N Scottsdale Rd
Date of installation:	June 2021
Contact person:	Grant Smith
Phone Number:	480-828-3426
Email Address:	Grant@exerplay.com
Reference 2:	
Firm Name:	Acclaim Academy
Address of installation:	7624 W. Indian School Rd
Date of installation:	March 2021
Contact person:	Grant Smith
Phone Number:	480-828-3426
Email Address:	Grant@exerplay.com

Proposal Questionnaire

"Return this Section with your Response"

	Question	Response
Reference 3:		
	Firm Name:	Desert Mountain Park
	Address of installation:	22201 S. Hawes Rd, Queen Creek
	Date of installation:	September 2018
	Contact person:	Crystal Dugan
	Phone Number:	480-331-9411
	Email Address:	Crystal@exerplay.com
Reference 4:		
	Firm Name:	Eastmark Great Park
	Address of installation:	4907 S. Inspirian Parkway, Mesa
	Date of installation:	September 2019
	Contact person:	Crystal Dugan
	Phone Number:	480-330-9411
	Email Address:	Crystal@exerplay.com
Reference 5:		
	Firm Name:	James D. Kreight Park
	Address of installation:	23 W. Calle Cocordia, Oro Valley
	Date of installation:	February 2021
	Contact person:	Crystal Dugan
	Phone Number:	480-330-9411
	Email Address:	Crystal@exerplay.com

Evaluation Criteria

Proposals will be reviewed by an Evaluation Committee consisting of City staff using the criteria and process outlined below.

Evaluation Process

1. The Procurement Office will verify that all proposals meet the requirements to be considered responsive. Responses that do not comply with any mandatory requirements will be considered non-susceptible for award and not forwarded to the Evaluation Committee for scoring.
2. The Evaluation Committee will review and score all responsive proposals and rank them based on the committee's scores. Any proposals determined to score outside of the competitive range may be removed for non-susceptibility. Remaining Offerors may be invited for interviews, negotiations, site visits and best and final offers as determined at the sole discretion of the City.

It is important to note that firms may be removed for non-susceptibility anytime during the evaluation process and not just at the specific points noted above.

	Award Criteria	**Weight**	**X**	**Rating**	**=**	**Points**
1.	Cost	30	X		=	
2.	Level of Experience, Installation of Artwork and References	25	X		=	
3.	Quality of Surfacing Proposed/Compliance with Specifications	20	X		=	
4.	Delivery Lead-time and Warranty Offered	10	X		=	
5.	Response time for repair request and warranty for repairs	10				
6.	Completeness of Proposal/Acceptance of Terms and Conditions	5	X		=	
				Total	**=**	

This proposal will be evaluated on a cumulative point system using the rating scale shown below (fractional points may be selected within this range).

Scoring

Outstanding	9 - 10
Good	6 - 8
Average	4 - 5
Poor	1 - 3
Not Addressed or Unacceptable	0

To evaluate the cost portion of the above criteria, the City may elect to evaluate each firm on a percentage basis of the lowest cost offer. The formula would be: (Lowest Priced Offer/Evaluated Firm's Price) x Points Possible = Evaluation Points.

Pricing Section

"Return this Section with your Response"

ITEM NO.	DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION	UNIT	UNIT PRICE
1.	Removal and disposal of existing surface	Price per sq. ft.	$ 4.25
2a.	Rubberized 3 ½" playground safety surfacing with EPDM 50/50 Black and Standard Color Manufacturer and Model Number	Price per sq. ft.	$ 15.90
2b.	Rubberized 3 ½" playground safety surfacing with TPV 50/50 Black and Standard Color Manufacturer and Model Number	Price per sq. ft.	$ 15.90
3a.	Rubberized 5" playground safety surfacing with EPDM 50/50 Black and Standard Color Manufacturer and Model Number	Price per sq. ft.	$ 19.75
3b.	Rubberized 5" playground safety surfacing with TPV 50/50 Black and Standard Color Manufacturer and Model Number	Price per sq. ft.	$ 19.75
4.	ABC 12", Installed	Price per sq. ft.	$ 8.45
5.	Top Coating, Installed Aliphatic Resurface Solution (Roll Coat)	Price per sq. ft.	$ 2.00
6.	Retop System 1.5" 50/50 Black and Standard Color Manufacturer and Model Number	Price per sq. ft.	$ 13.95
7.	Repair of existing surface	Price per sq. ft.	$ 35.00
Materials			
8.	Buffings (underlayment)	50 lbs. bag	$ 31.00
9.	Topcoat Rubber Granule – Black	55 lbs. bag	$ 31.00
10.	Topcoat Rubber Granule – Standard Color	55 lbs. bag	$ 137.00
11.	Topcoat Rubber Granule – Premium Color	55 lbs. bag	$ 142.00
12.	Standard Adhesive	5 gallons	$ 160.00
13.	Premium Adhesive	5 gallons	$ 330.00

Pricing Section

"Return this Section with your Response"

ITEM NO.	DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION	UNIT	UNIT PRICE
14.	Please list any additional costs that have not been identified that would apply to this contract		
	Please see "Additional Services" attachment for additional costs and services to be included.		

* Applicable Tax 5.895 %

*** State correct jurisdiction to receive sales tax on the Vendor's Offer, included in this Request for Proposal.**
Less prompt payments discount terms of __ % __ days/ or net thirty (30) days. (To apply after receipt and acceptance of an itemized monthly statement.) For evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than thirty (30) days from receipt of statement.

Ordering and Invoice Instructions
Invoices shall be issued directly to the ordering department. Invoices shall be accurate and complete including the information shown below. Failure to provide a properly documented invoice may cause a delay in receipt of payment. The City will not process an invoice for payment until it has been approved by the ordering department and forwarded to Accounts Payable. The City endeavors to process invoices within 30 days after receipt of an accurate and complete document.

Invoices shall include:
1. Line item listing of all ordered items to include description of items;
2. Unit cost and extended cost for each line item;
3. Applicable Tax;
4. Payment Terms;
5. Purchase Order Number;
6. Name of selling organization clearly stated on invoice along with address;
7. Phone number and or e-mail address for contact person to clarify invoicing questions;

Invoices that do not follow the above minimum invoicing requirements will not be paid. Payment must be applied to only invoices referenced on check/payment stub. The City reserves the right to process payments via check or P-Card.

Accounting Contacts:	Carey Alf	Letters A – H and Numbers
	Carlene Foster	Letters I – Z
	Yesenia Loredo Flores	General AP Inquiries and AP Checks

Vendor's Offer

"Return this Section with your Response"

Offeror must complete, sign and submit this form to the Procurement Office with the proposal response. An unsigned "Vendor's Offer", late proposal response, and/or a materially incomplete response will be considered nonresponsive and rejected. Offeror is to type or legibly write in ink all information required below. A scanned copy of this page is acceptable.

Company Name: Lonesome Valley Contracting dba Competitive Surface Solutions (CSS)

Company Purchase Order Mailing Address:

Street Address: 2415 S 18th Place

City, State, Zip: Phoenix, AZ 85034

Contact Person: Justin Gish Phone Number: 602-812-7104

E-mail Address: justin@azcss.us Cell Number: 480-703-6840

Remit to Information

Company Name (as it appears on invoice): Competitve Surface Solutions (CSS)

Company Payment Remit to Address:

Street Address: PO Box 21192

City, State, Zip: Phoenix, AZ 85036

Company Tax Information

If a Tempe-based firm, provide Tempe Transaction Privilege (Sales) Tax No.: _____

Payment Options

Will your company accept the City's Master Card for payment?	Yes		No	X
Will your company accept Payment via ACH (Automated Clearing House) for payment?	Yes	X	No	

THIS PROPOSAL IS OFFERED BY

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR

By signing this Vendor's Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. Failure to sign and return this form with proposal response will be considered nonresponsive and rejected.

Signature of Authorized Offer	4/18/2024 Date
Justin Gish Print or Type Name of Authorized Individual	Chief of Operations Title of Authorized Individual

Anti-Discrimination Policy

"Return this Section with your Response"

COMPLIANCE WITH CITY'S ANTIDISCRIMINATION ORDINANCE NO. 02016.25

The Tempe City Council approved Ordinance No. 02016.25 that requires vendors who are being recommended for award to provide evidence of their compliance with the City's antidiscrimination policy as shown below:

Sec. 2-601. Policy.

It is declared to be the policy for the citizens of Tempe, Arizona, to be free from discrimination in public accommodations, employment, and housing, and contrary to public policy and unlawful to discriminate against any person on the basis of race, color, gender, gender identify, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, in places of public accommodation, employment, and housing; and contrary to the policy of the city and unlawful for vendors and contractors doing business with the city to discriminate, as set forth in this article.

Sec. 2-603. Unlawful Practices.

The following shall constitute a violation of this article:

For a city vendor or city contractor, because of race, color, gender, gender identify, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges or employment. City vendors and contractors of fifteen (15) or more employees shall provide a copy of its antidiscrimination policy to the Procurement Officer to confirm compliance with this article. Employers having fourteen (14) or less employees may attest in writing to compliance with this article.

Vendor Requirements

Vendors who have fifteen (15) or more employees shall include with their bid/proposal submittal a copy of its antidiscrimination policy that must mirror the City's policy as stated above. Suppliers who have fourteen (14) or less employees may include their antidiscrimination policy *or* complete a written affidavit of compliance per the attached.

To be completed by responding company and returned with submittal:

_____ Our company has 15 or more employees and has included its antidiscrimination policy that mirrors the City's policy;

X___ Our company has fourteen (14) or less employees and is attaching the signed AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE CHAPTER 2 ARTICLE VIII SECTION 2-603(5).

Please include this document along with the company's antidiscrimination policy or the completed affidavit with offer submittal

Anti-Discrimination Policy

"Return this Section with your Response"

Only complete this document if you have 14 or less employees.

AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE CHAPTER 2 ARTICLE VIII SECTION 2-603(5)

Per Tempe City Code Chapter 2 Article VIII Section 2-603(5), it is unlawful for a City vendor or City contractor, because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment.

City vendors and contractors shall provide a copy of their antidiscrimination policy to City to confirm compliance with this requirement or attest in writing to compliance.

- CONTRACTOR means any person who has a contract with the City.
- VENDOR means a person or firm in the business of selling or otherwise providing products, materials, or services.

CONTRACTOR/VENDOR, select one:

_____ Current copy of antidiscrimination policy attached

OR

X I hereby certify Competitive Surface Solutions (CSS) (contractor/vendor) to be in compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5).

_____ Date: 4/5/2024
Signature

Peg Brown
Print Name

Chief of Staff
Title

Competitive Surface Solutions (CSS)
Company

Affidavit of Compliance with House Bill 2488

"Return this Section with your Response"

AFFIDAVIT OF COMPLIANCE WITH HOUSE BILL 2488
SUPPLIER AGREES TO NOT USE THE FORCED LABOR OF ETHNIC UYGHURS IN THE PEOPLE'S REPUBLIC OF CHINA

Per House Bill 2488 approved by the Arizona Legislature, this law stipulates that a public entity may not enter into or renew a contract with a company for the acquisition or disposition of supplies, services, goods, information technology or construction unless the contract includes written certification that the company does not currently, and agrees for the duration of the contract that it will not, use:

- The forced labor of ethnic Uyghurs in the People's Republic of China;
- Any services or goods produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
- Any suppliers, contractors or sub-contractors that use the forced labor of any services or goods produce by the forced labor of ethnic Uyghurs in the People's Republic of China

Based on the above, the supplier certifies:

I hereby certify Competitive Surface Solutions (CSS) (contractor/vendor) to be in compliance with Arizona House Bill 2488

_____	4/5/2024
Signature	Date
Peg Brown	Chief of Staff
Print Name	Title
Competitive Surface Solutions (CSS)	
Company	

Sustainability Questionnaire

"Return this Section with your Response"

The City of Tempe is strongly committed to sustainable practices and programs that help build a vibrant and resilient community. The City accomplishes this through a variety of innovative programs, including water and energy conservation, recycling, composting, alternative transportation, sustainable business practices and environmental stewardship. Tempe recently established its 2019 Climate Action Plan (CAP) that provides a guideline for how the City will take local action on global climate change by reducing its greenhouse gas (GHG) emissions and adapting to the changing climate. The Climate Action Plan serves as a guideline for the City's path toward a sustainable and resilient future that will benefit the entire City. The City has strengthened its commitment to sustainability by adopting a new carbon neutrality goal by 2050 and a strategy of sourcing 100 percent of its electricity from renewable sources by 2035. To learn more about the City's commitment to sustainability, please visit https://www.tempe.gov/government/sustainable-tempe.

To further this commitment, the City has developed a Sustainable Procurement Policy that provides specific guidelines for how these important sustainable practices and programs will be reflected in contract award decisions. By partnering with companies who share these sustainability goals, the City will be able to significantly enhance sustainable outcomes.
To support these efforts, the following Supplier Sustainability Questionnaire has been developed that will allow the City to better understand your company's efforts and commitments regarding sustainable practices and initiatives. This questionnaire has two sections – a section to understand what your company is doing regarding sustainable actions and a section to understand the specific sustainable attributes of the product or service that you are offering.

Item	Question	Response
Corporate Sustainable Actions		
1.	What sustainability guidelines or environmental statement does your company have to guide the company as a whole? Please include a link.	See Environmental and Sustainability SOP
2.	What is your company doing to be more energy efficient?	See Environmental and Sustainability SOP
3.	What is your company doing to reduce greenhouse gas emissions?	Many rubber playground surfaces are made from recycled rubber, primarily old tires. This not only reduces the environmental footprint but also ensures that non-biodegradable waste is given a second life in the form of safe playground surfaces
4.	What is your company doing to reduce waste transferred to landfills?	We use SBR rubber in our systems which is recycled rubber from tires that would normally go into landfills.
5.	What is your company doing to reduce water waste?	We only use water when installing sub base. We make sure if we are using water its only on during time of need for application to sub base.
6.	What kind of effort does your company make to reduce the use of environmentally harmful materials *(such as cleaning products, etc.)?*	We have taken proactive steps to limit the use of cleaning products needed for the install of PIP. We protect equipment and sites to limit the amount of cleaning products needed.
7.	Does your company take any actions to manage the sustainability of your supply chain? If yes, please explain.	Yes, we have great relationships with our suppliers and when we can we will directly ship materials to sites if possible to cut down on wasted additional driving and added costs.
8.	Has your company received any environmental or sustainability related independent certifications or recognitions? If yes, please explain.	No, but last year alone we used over 1,400,000 pounds of recycled rubber.
Product Sustainable Attributes		

Supplier Sustainability Questionnaire

"Return this Section with your Response"

1.	Has your company performed an environmental life cycle analysis on the product being offered the City? If yes, please provide documentation.	NA
2.	Can the product being offered be refurbished, recycled, or composted at the end of its life? If yes, please elaborate.	Yes, you could send used materials to a raw supplier to chop up old PIP. The SBR rubber is already a recycled product.
3.	Does the product being offered include any recycled materials? If yes, please explain.	Yes, the SBR rubber in the cushion layer as well as the black SBR rubber in the cap are 100% recycled.
4.	What measures have been taken to reduce unnecessary	
	materials does your company use?	We will often reuse pallet covers which we use to protect the materials from weather as trash bags to reduce the amount of bags/plastic we need.
6.	Has the product being offered been rated or certified by a third-party organization such as Energy Star, Green Seal, Leadership in Energy and Environmental Design (LEED), Forest Stewardship Council, etc.? If yes, please provide certification documentation.	No
7.	Please provide any additional information you would like to share regarding your product's sustainable attributes.	

Please find some helpful links below that will provide additional information, tools and resources regarding sustainable practices:

Greenhouse Gas Calculators:

https://www.epa.gov/energy/greenhouse-gases-equivalencies-calculator-calculations-and-references

Sustainable Packaging:

https://www.epa.gov/smm/sustainable-packaging

https://www.epa.gov/facts-and-figures-about-materials-waste-and-recycling/containers-and-packaging-product-specific-data

Cleaning Products:

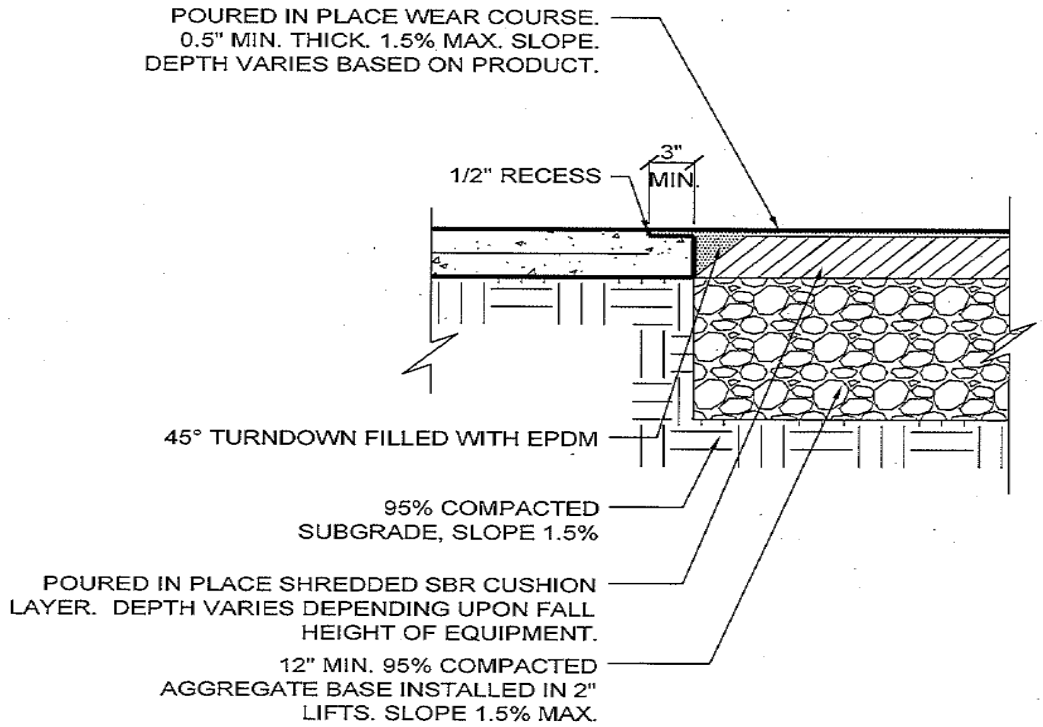
https://www.epa.gov/saferchoice

Tool to Measure and Track your Waste and Recycling:

http://www.epa.gov/smm/wastewise/measure-progress.htm

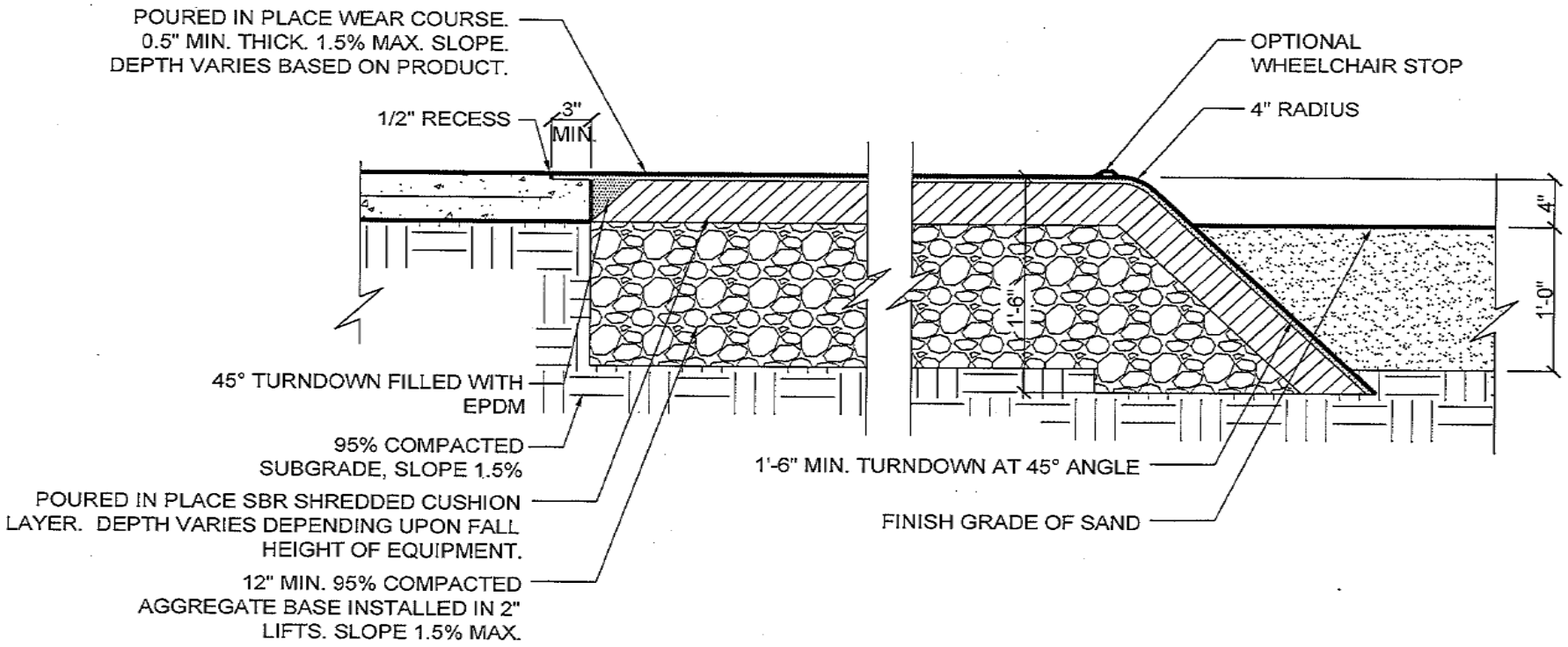
Water Conservation:

http://water.epa.gov/polwaste/nps/chap3.cfm



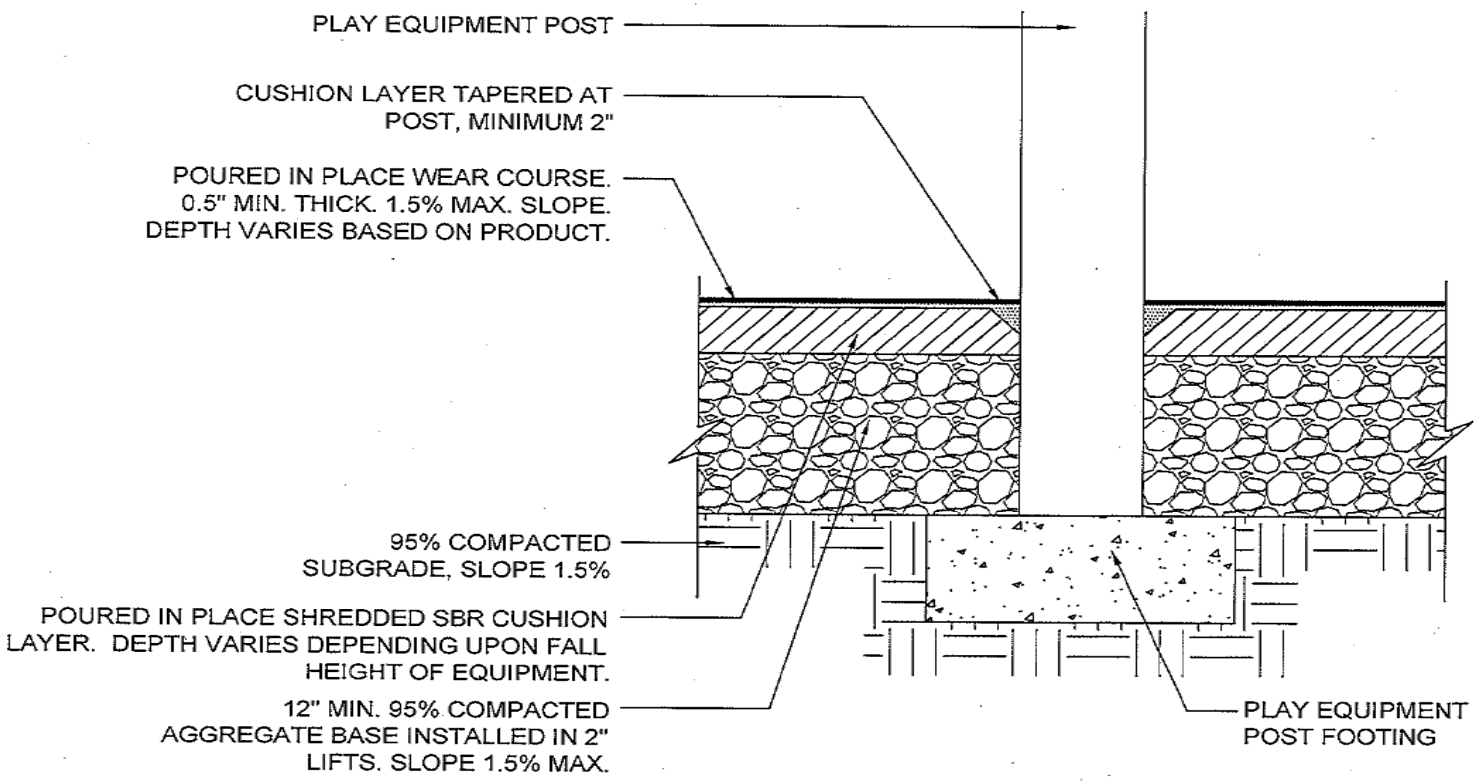
1 RESILIENT SURFACING AT NEW SIDEWALK

SCALE: 1" = 1'-0"



2 RESILIENT SURFACING TURNDOWN

SCALE: 1" = 1'-0"



3 RESILIENT SURFACING AT PLAY EQUIPMENT POST

SCALE: 1" = 1'-0"

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/17/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Southwest Bonding & Insurance Services
7315 N 16th St
Suite 100
Phoenix AZ 85020

CONTACT NAME: Cindy Metcalfe
PHONE (A/C, No, Ext): (602)375-5200 **FAX (A/C, No):** (602)375-5357
E-MAIL ADDRESS: Cindy@swbondins.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkley Specialty Insurance Company	31295
INSURER B : Auto-Owners Insurance Co	18988
INSURER C : AmFed National Insurance Company	11208
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Competitive Edge Contracting Inc; Lonesome Valley Contracting LLC, DBA: Competitive Surfacing Solutions
PO Box 21192
Phoenix AZ 85036

COVERAGES **CERTIFICATE NUMBER:** 2024-2025 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	Y	CGL0134750-22	1/6/2024	1/6/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 100,000 5,000 1,000,000 2,000,000 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X	Y	5211993100	1/6/2024	1/6/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			FOLLOW FORM CX0134751-22	1/6/2024	1/6/2025	EACH OCCURRENCE AGGREGATE	$ $	2,000,000 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC124-5010413	1/6/2024	1/6/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
B	Rented/Leased Equipment			45194043	1/6/2024	1/6/2025	Limit		$300,000
B	Stored Materials			45236500	1/6/2024	1/6/2025	Limit		$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Any and all projects.

The City of Tempe, its agents, representatives, directors, officials, employees, and officers, are included as additional insureds on a primary and noncontributory basis with respects to Ongoing and Completed Operations for General Liability, as required by written contract. Additional insured on a primary and noncontributory basis for Auto Liability, as required by written contract. Waiver of

CERTIFICATE HOLDER
City of Tempe
Contract Administrator
P.O. Box 5002
Tempe, AZ 85280

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
C Piotrowski/SALLY

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COMMENTS/REMARKS

Subrogation applies, as required by written contract. A 30 Day Notice of Cancellation Applies. Forms attached: CG2010, CG2037, L807, L609, 58504, 58583, 58540, WC000313.

COPYRIGHT 2000, AMS SERVICES INC.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Only those parties required to be named as an Additional Insured in a written contract with the Named Insured under this policy, entered into prior to loss or “occurrence”.	ALL
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	**Location And Description Of Completed Operations**
Only those parties required to be named as an Additional Insured in a written contract with the Named Insured under this policy, entered into prior to loss or “occurrence”.	ALL
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

 © ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PRIMARY AND NONCONTRIBUTORY - AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONTRACT OR AGREEMENT
(Including Completed Operations)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

A. **Section II - Who Is An Insured** is **amended** to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions, or the acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or

2. "Your work" and included in the "products-completed operations hazard".

but only for "occurrences" or coverages not otherwise excluded in the Coverage Part to which this endorsement applies.

However the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. Status as an additional insured for the person or organization to which this endorsement applies commences during the policy period and after such written contract or agreement has been executed.

C. With respect to the insurance afforded to the additional insured, the following additional exclusions apply:

This insurance does not apply to:

1. “Bodily injury”, “property damage”, “personal and advertising injury” or medical payments arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage”, or the offense which caused the “personal and advertising injury”, involved the rendering of or the failure to render any professional architectural, engineering, or surveying services.

2. "Bodily injury" or "property damage" included in the "products-completed operations hazard" and arising out of "your work" that was completed by or on behalf of any insured prior to the date shown in the Schedule of this endorsement.

 Includes copyrighted material of Insurance Services Office, Inc., with its permission.

D. With respect to the insurance afforded to the additional insured, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

E. The following condition is **added** to **4.a.** of **Other Insurance** of **Section IV - Commercial General Liability Conditions**:

If required in a written contract, the Coverage Part to which this endorsement applies is primary and noncontributory in the event of an "occurrence" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf that:

1. Occurs while performing ongoing operations for the additional insured, or

2. Is included in the "products-completed operations hazard" and arises out of "your work" that was completed by or on behalf of any insured after the date shown in the Schedule of this endorsement.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - AUTOMATIC STATUS WHEN REQUIRED IN CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is **added** to **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Commercial General Liability Conditions**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or "your work" done under a written contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only when you and that person or organization have agreed to such waiver in writing in a contract or agreement.

All other terms and conditions of this policy remain unchanged.

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58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended. The following provision is added.
Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE**, **A. COVERAGE**, **1. Who Is An Insured**.

All other policy terms and conditions apply.

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58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V CONDITIONS, **A. LOSS CONDITIONS** is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

5. Our Right to Recover Payments
If **we** make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, **we** will be entitled to that right. That person shall do everything necessary to transfer that right to **us** and do nothing to prejudice it.

However, **we** waive **our** right to recover payments made for **bodily injury** or **property damage**:

a. Covered by the policy; and
b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or entity

only if such rights have been waived by the written contract prior to the **accident** or **loss** which caused the **bodily injury** or **property damage**.

All other policy terms and conditions apply.

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58540 (12-19)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V - CONDITIONS, **B. GENERAL CONDITIONS**, **2. Other Insurance** is amended. The following provision is added as it applies to this endorsement only. When this insurance is primary and there is other insurance for any person or organization, other than a Named Insured, which covers liability for **your** operations, contribution from such other insurance shall not be sought by **us** when:

(1) There is a written agreement between **you** and such person or organization that this insurance shall be primary and without the right of contribution; and

(2) Such written agreement was in force prior to any **bodily injury** or **property damage**.

All other policy terms and conditions apply.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver of Subrogation as required by written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/06/2024 Policy No. WC124-5010413 Endorsement No.000

Insured Competitive Edge Contracting Inc

Insurance Company

AmFed National Insurance Company

Countersigned by _____

© **1983 National Council on Compensation Insurance.**

ITEM NO.	DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION	UNIT	UNIT PRICE
14	Rubberized 2.5" Playground Safety Surfacing with TPV	SF	$ 14.65
15	ADD-ON: Rubberized Playground Surfacing Upgrade, 100% Standard Color	SF	$ 3.00
16	ADD-ON: Rubberized Playground Surfacing Upgrade, Premium Color	SF	$ 3.75
17	ADD-ON: Rubberized Playground Surfacing Upgrade, Aliphatic Binder	SF	$ 3.30
18	ADD-ON: Design Work	HR	$ 2.75
19	Additional Labor	SF	$ 42.50
20	Remove and Disposal of Existing Sand up to 6"	SF	$ 2.50
21	Removeal and Disposal of Existing EWF up to 6"	SF	$ 2.25
22	Temporary Fencing	LF	$ 3.00
23	ASTMF1292 Drop Test	Each	$ 650.00

Recycling Practices in Packaging at Competitive Surfacing Solutions Warehouse

The purpose of this SOP is to outline the recycling practices related to packaging materials at Competitive Surfacing Solutions warehouse, ensuring environmental sustainability and responsible waste management.

1. **Scope:**
   - This SOP applies to all employees and contractors involved in handling packaging materials at the warehouse.

2. **Responsibilities:**
   - Warehouse Manager: Responsible for overseeing and implementing recycling practices.
   - Warehouse Staff: Responsible for sorting and disposing of packaging materials according to recycling guidelines.

3. **Recycling Guidelines:**
   - Cardboard Boxes:
     a. Flatten cardboard boxes before placing them in designated recycling bins.
     b. Remove any plastic packaging materials or contaminants from cardboard boxes before recycling.
   - Plastic Packaging:
     a. Separate clean and uncontaminated plastic packaging materials (e.g., shrink wrap, plastic bags) for recycling.
     b. Dispose of plastic packaging materials with food or hazardous waste properly.
   - Pallets:
     a. Repair reusable pallets whenever possible to extend their lifespan.
     b. Recycle damaged or unusable pallets through designated recycling services.
   - Other Packaging Materials:
     a. Sort and recycle other packaging materials such as paper, foam, and metal based on their recyclability and local recycling guidelines.

4. **Researching Methods for Recycling PIP Systems:**
   - Explore and research methods for recycling pour-in-place (PIP) systems excavated from existing projects.
   - Collaborate with industry experts, recycling facilities, and environmental organizations to identify viable recycling options for PIP materials.

5. **Training and Awareness:**
   - Conduct training sessions for warehouse staff on proper recycling procedures and the importance of waste reduction.
   - Display signage and labels indicating recycling areas and instructions for sorting packaging materials.

6. **Continuous Improvement:**
    - Encourage suggestions and ideas from employees for improving recycling practices and reducing packaging waste.
    - Collaborate with suppliers to explore eco-friendly packaging options and reduce excess packaging materials.

7. **Compliance:**
    - Ensure compliance with local recycling regulations, waste management policies, and environmental standards.
    - Conduct periodic audits and inspections to assess compliance with recycling practices and identify areas for improvement.

This SOP aims to promote a culture of environmental responsibility and sustainable practices in handling packaging materials at Competitive Surfacing Solutions warehouse, including ongoing research into recycling methods for PIP systems excavated from existing projects.

Competitive Surfacing Solutions Select PIP Solution Warranty Document

1. **Warranty Coverage:**
    a. Defects in materials or installation workmanship are covered for full repair for a period of five years following the date of installation.

2. **Inclusions:**
    a. Warranty includes necessary materials, labor, transportation costs, etc., to complete the repair of affected areas.

3. **Maintenance Requirements:**
    a. Warranty requires adherence to standard maintenance and repair as specified in CSS's Manufacturer's Specification Sheet.

4. **Surface Seal Application:**
    a. Warranty requires the application of CSS's Surface Seal by CSS at the owner's expense no less than every two years.

5. **Product Warranty Limitations:**
    a. Product warranty is limited to affected areas only.
    b. Limited damage does not warrant full system replacement.
    c. The warranty is non-transferrable.

6. **Exclusions:**
    a. Color fade, ambering, efflorescence, less than .25" edge/seam separation, granulation, and cosmetic defects occurring from normal use are naturally occurring and to be expected. These are not covered by the product warranty.

7. **Exemptions:**
    a. Damage incurred by acts outside of intended use, including but not limited to vandalism, vehicular damage, acts of nature, and acts of war, are not covered by the product warranty.

8. **Buyer's Remedy:**
    a. If any products prove defective or non-conforming under normal use and within the prescribed warranty periods and material categories, the Buyer must promptly notify CSS in writing at estimating@azcss.us.

9. **Additional Limitations:**
    a. All warranty periods begin on the date of ostensible completion of installation.
    b. Repaired and/or replacement systems are warranted only for the balance of the original limited warranty period.

c. Warranty extends only to the original Buyer of products purchased from CSS or an authorized reseller and is not transferrable.
d. Warranty contingent upon full and up-to-date payment of all invoices provided to the owner by CSS.

Conclusion:
By adhering to the stipulations outlined in this warranty document, the Buyer ensures coverage for defects and enjoys the benefits of CSS Premium PIP Solution. Any questions or claims should be directed to justin@azcss.us. CSS remains committed to providing high-quality products and services.

Warranty Claim Form

Please complete this form to initiate a warranty claim with Competitive Surfacing Solutions. Ensure all information is accurate and attach relevant documentation supporting your claim.

Customer Information:

Name:	
Address:	
Phone Number:	
Email:	
Installation Date:	
Invoice Number:	

Product Information: Product

Name: Installation Location:	
Description of the Issue:	
Date Issue was Noticed:	

Claim Details:

Detailed Description of the Claim:

Photographs of the Issue: ☐

Action Taken (if any):

Steps Taken to Address the Issue:

Additional Comments/Notes:

Declaration:

By submitting this form, I acknowledge that the information provided is accurate and complete to the best of my knowledge. I understand that Competitive Surfacing Solutions will review the claim, and any decision regarding warranty coverage will be based on the information provided.

Customer Signature: _____

Date: _____

Competitive Surfacing Solutions Representative: _____

Date: _____

Submit the completed form and supporting documents to the Competitive Surfacing Solutions Warranty Department.

Manufacturer's Specification

Competitive Surfacing Solutions
Select TPV Pour-in-Place Surfacing Solution

PART 1 - GENERAL

1.01 SCOPE

A. Provide all materials, labor, and equipment necessary to install the Competitive Surfacing Solutions Select Pour-in-Place Surfacing Solution.

1.02 DESCRIPTION

A. The CSS Select Pour-in-Place Solution is primarily used for play and fitness spaces requiring attenuated surfacing to mitigate fall risk while providing efficient ADA compliant access. The system is highly customizable regarding topographic site conditions, integrated play functionality and aesthetic design.

1.03 COMPOSITION

A. CSS Select Pour-in-Place Solution consists of a compacted base layer and two manufactured layers.
   1. Sub-base layer is composed of concrete or aggregate compacted to +95% density. Standard aggregates are ¾" class 2 aggregate (ABC), asphalt millings, or other approved stone aggregate.
   2. Cushion layer composed of 100% recycled styrene butadiene rubber (SBR) combined with an aromatic, one-component, solvent free, straight MDI polyurethane prepolymer with enhanced UV stability. The depth of this layer is dependent on the critical fall height requirements of adjacent equipment.
   3. Wear layer composed of thermoplastic vulcanizate (TPV) combined with either an aromatic, one-component, solvent free, straight MDI polyurethane prepolymer with enhanced UV stability or a one-component, UV Stable, solvent free straight aliphatic polyurethane prepolymer. The depth of this layer is ½" with nominal deviations.

1.02 QUALITY ASSURANCE

A. Product
   1. All components of the CSS Select Pour-in-Place Solution can be obtained from CSS. No substitutions or additions of other materials shall be submitted without prior written permission from CSS.
   2. CSS Select Pour-In-Place Solution shall be warrantied by manufacturer for any defects in material and workmanship.
      - No prorated or transfer of warranties permitted.
   3. Install teams shall be directed by installer with no less than five years of experience.

4. All components shall be stored, handled, delivered, and assembled per manufacturer's specifications.
5. Record of material batch numbers shall be retained for one year since the ostensible completion date of installation.

B. Applications
1. Compatible substrates for the CSS Select Pour-in-Place Solution include asphalt, concrete and compacted aggregate consisting of crushed stone and/or asphalt millings. Other substrates must be approved by CSS prior to application.
2. Conditions of all substrates with respect to structural and drainage performance must be evaluated and approved by the CSS installer prior to installation of CSS Select Pour-in-Place Solution. Owner or General Contractor is responsible to provide all relevant information and allowances for adjacent and sub-grade drainage conditions.

C. Acceptable Manufacturers
1. Competitive Surfacing Solutions, Inc.
2. Competitive Edge Contracting, Inc.

D. Proposed substitutions are required to provide product data demonstrating that they meet or exceed product specifications complying with this section.

1.03 SUBMITTALS

A. Material product data
B. CSS Color Chart
C. Samples (If required)
D. Warranty
E. Maintenance Instructions

1.04 DELIVERY, STORAGE & HANDLING

A. Deliver all materials in good condition, in original unopened packages with labels intact.
B. Store all materials protected from weather and at temperature not less than 32° F (0°C) for any 12-hour duration.

1.05 JOB CONDITIONS

A. Ambient air temperature shall be 45° F (0°C) or greater and rising at the time of installation of the surface and shall remain at 33° F (0°C) or greater for at least 24 hours after application.
B. Adjacent materials and the surface shall be protected during installation, while curing and unattended, from weather and all other damage for a minimum of 48 hours after completion of installation.

1.06 MAINTENANCE

A. Execution of consistent maintenance practices are required to achieve best performance and

longevity of CSS Select Pour-in-Place Solution.

B. Surface does not support motor vehicle access. High heels, cleats and other non-flat footwear are not supported by the system.

C. Surface to be kept free of debris by sweeping and/or blowing. Monthly washing of surface required.

D. Damage to surface of .2" depth or more must be reported for repair immediately.

E. Application of CSS Surface Seal must be applied no less than every two years beginning upon the completion of installation.

1.07 WARRANTY

A. Defects in materials or installation workmanship is covered for full repair for a period of five years following the date of installation.

B. Warranty includes necessary materials, labor, transportation costs, etc. to complete repair of affected areas.

C. Warranty requires adherence to standard maintenance and repair as specified in CSS's Manufacturer's Specification Sheet.

D. Warranty requires application of CSS's Surface Seal by CSS at owner's expense no less than every two years.

E. Product warranty is limited to affected areas only. Limited damage does not warrant full system replacement.

F. Color fade, ambering, efflorescence, edge/seam separation, granulation, and cosmetic defects occurring from normal use are naturally occurring and to be expected and are not covered by product warranty.

G. Damage incurred by acts outside of intended use including, but not limited to vandalism, vehicular damage, acts of nature, acts of war are not covered by product warranty.

H. Buyer's Remedy: If any products prove defective or non-conforming under normal use and within the above-prescribed warranty periods and material categories, Buyer must promptly notify CSS in writing at estimating@azcss.us.

I. Additional Limitations: All warranty periods begin on the date of ostensible completion of installation. Repaired and/or replacement systems are warrantied only for the balance of the original limited warranty period. Warranty extends only to the original Buyer of products purchased from CSS or authorized reseller and are not transferrable. Warranty contingent upon full and up-to-date payment of all invoices provided to owner by CSS.

1.08 ALTERNATES AND ALLOWANCES

A. Systems to be considered equal to those specified herein shall be approved by the architect, in writing, at least ten working days prior to the project bid date.

PART 2 - PRODUCTS

2.01 GENERAL

A. All materials and/or components of the CSS Select Pour-in-Place Solution shall be obtained from the same manufacturer or its authorized distributers.

2.02 MATERIALS

A. Sub-Base Fill: Concrete, ABC, ¾" Class 2 aggregate, asphalt millings or other approved stone aggregate.

B. Surfacing Solution Primer: A single-component moisture cured polyurethane primer.

C. Surfacing Solution Binder:
   1. Aromatic: One-component, solvent free, straight MDI polyurethane prepolymer with enhanced UV stability.
   2. Aliphatic: One-component, UV Stable, solvent free straight aliphatic polyurethane prepolymer.

D. Surfacing Solution Black SBR:
   1. SBR is derived from two monomers, styrene and butadiene. The mixture of these two monomers is polymerized by two processes: from solution (S-SBR) or as an emulsion (E-SBR). SBR strand is derived from recycled rubber. It is cryogenically processed and is 3/8" shredded mesh or 6/20 mesh and contains less than 4% dust. SBR is packed in suitable bags to protect SBR from moisture. CSS Select Pour-in-Place Solution utilizes a base mat thickness: 1 to 4.5 inches, depending on critical fall height of adjacent equipment.

E. Surfacing Solution Thermoplastic Vulcanizate (TPV):
   1. Thermoplastic Vulcanizate (TPV) The material is produced using only the highest quality virgin polymer, antioxidants, pigments & UV stabilizers available, in accordance with ISO 9001. The product has been formulated without the incorporation of sulfur, clay fillers, heavy metals (such as zinc) and phthalate plasticizers. The product is a 100% fully crosslinked, peroxide cured, non-porous, polypropylene-free elastomer based colored rubber with angular granule size ranging from 0.1–4 mm. The product is UV stable and weather resistant. The product will not self-ignite nor is it flammable. The product is fully tested to meet internationally recognized standards for use in sports and play applications, including:
      - BS 7188 (Impact absorbing playground surfacing – Performance requirements and test methods)
      - BS EN 1177 (Impact attenuating playground surfacing – Determination of critical fall height)
      - BS EN 14877 (Synthetic surfaces for outdoor sports areas – specification)
      - IAAF Certification of Synthetic Track Products
   2. Granule Size
      - Standard: 1-4 mm
   3. Available in standard colors: Beige, Blue, Red, Green, Black
   4. Available in premium colors: Bright Red, Azure, Turquoise, Light Blue, Purple, Dark Green,

Bright Green, Orange, Mustard, Bright Yellow, Light Grey, Pale Grey, Dark Grey, Brown, Cream

5. Available in mixture of above colors; up to 4 colors in ratios of 25%.
6. Thickness is nominal ½" or 2.2 Lbs. per square foot for standard system.

2.03 TECHNICAL INFORMATION

A. Applicable Standards
   1. Shock attenuation under ASTM-F-1292 - GMAX less than 200
   2. Head Injury Criterion - less than 1000
   3. Non-slip characteristics under ASTM-E-303
   4. Flammability under 8S -5696 and ASTM-D-2859
   5. Tensile strength (ASTM D412) - 60 psi
   6. Tear resistance (ASTM D624) - 140%

B. Typical Properties
   1. SBR Rubber
      - Appearance: Solid, small (<15 mm dia.) irregularly shaped
      - Color: Black
      - Density: 1.09g/ml (± 0.05)
      - Material:
        - Natural Rubber: 15-40% concentration
        - Synthetic Rubber: 15-40% concentration
        - Carbon Black: 20-35% concentration
        - Zinc Oxide: 0.1-1% concentration
        - Sulfur: 0.1-.5% concentration
        - Fillers, Accelerators, Anti-Ozonants: 5-10% concentration
   2. TPV:
      - Appearance: Angular non-porous granules
      - Density: (BS ISO 2781) 1.55 g/ml (± 0.05)
      - Base Polymer Content >20% (BS EN ISO 3451-1)
      - Hardness 65°A (±5) (BS ISO 7619-1)
      - Tensile Strength >3.0 MPa (BS ISO 37)
      - Elongation @ Break >400% (BS ISO 37)
   3. Aromatic Binder:
      - VOC Content, 0 g/L
      - Density: At 23°C (73°F), 1.03 – 1.13 g/cm3
      - Viscosity: At 23°C (73°F), 2000 – 3000 cPs
      - Color: Opaque/Gold to light brown
      - Cure Time: 32°C (90°F), 20% Relative Humidity, 15 to 20 hours
      - Cure Time: 4°C (40°F), 60% Relative Humidity, 20 to 25 hours
   4. Aliphatic Binder:
      - VOC Content, 0 g/L

- Density: At 23°C (73°F), 1.0 to 1.10 g/cm³
- Viscosity: At 23°C (73°F), 2500 to 3500 cPs,
- Color: Clear/ Light Amber
- Cure Time: At 20°C (68°F), 50% Relative Humidity, 12 to 14 hours

C. Ratios
   1. Base mat: 89% SBR Rubber Buffings,11% Polyurethane Binder
   2. Top Surface: 83% TPV Rubber Granules, 17% Polyurethane Binder

PART 3 - EXECUTION

3.01 INSPECTION

A. Prior to application of CSS Select Pour-in-Place Solution, the substrates shall be examined by a CSS installation technician for compliance with the contract document of CSS's specifications. The general contractor and architect shall be advised of all discrepancies. Work shall not proceed until unsatisfactory conditions are corrected.

B. Upon completion of installation, a final inspection will be conducted by CSS and the Buyer. It is the Buyer's responsibility to notify CSS of any flaws or defects at that time.

3.02 INSTALLATION

A. Sub-base: Sub-base to consist of concrete, ABC, ¾" Class 2 aggregate, asphalt millings or other approved aggregate at a minimum combined depth of 4".
   1. Scarify existing area and excavate to required sub-grade.
   2. Aggregate to be installed in 4" lifts.
   3. Lightly apply water to each lift to aid in compaction.
   4. Each lift is to be compacted to +95% density using a vibrating tamper or other adequate machinery.
   5. If concrete is used, surface must be clean and free of contamination that prevents primer bonding. All sub-base not to exceed 2%.

B. Surfacing Solution Primer:
   1. Apply primer with a short nap roller at the rate of 300 square feet per gallon to vertical contact and concrete base areas. Primer is not required on substrate.
   2. Do not over saturate substrate. Prime area 1.5 - 2 feet around perimeter and any adjacent vertical barriers such as playground equipment support legs, curbs or edging that will contact the surfacing system.

C. CSS Select Pour-in-Place Solution Cushion Layer:
   1. Apply mixed binder/SBR at thickness determined by critical fall height of adjacent equipment at 1/8" higher than measuring bar.
   2. Using a wood or steel trowel, evenly float binder/SBR mixture. Trowel must be continuously

lubricated with kerosene, diesel fuel or soapy water to prevent product adhesion. Do not saturate surface with these lubricants.

3. While troweling, apply a downward pressure on product to achieve desired compaction.
4. Use stringlines or leveling equipment to maintain a level application of product.
5. Allow applied product to cure for 12 hours or as environmental factors (temperature/humidity) require. Area must be protected from foot traffic, other ingress and debris until product is fully cured and no indentations can be made by foot traffic.

D. CSS Select Pour-in-Place Solution Wear Layer:
1. Apply mixed binder/granule at a nominal ½" thickness.
2. Using a wood or steel trowel, evenly float binder/SBR mixture. Trowel must be continuously lubricated with kerosene, diesel fuel or soapy water to prevent product adhesion. Do not saturate surface with these lubricants.
3. While troweling, apply a downward pressure on product to achieve desired compaction.
4. Use stringlines or leveling equipment to maintain a level application of product.
5. Cold joints must be cut and primed prior to installation of a different color surface.
6. Allow applied product to cure for 48 to 72 hours or as environmental factors (temperature/humidity) require. Area must be protected from foot traffic, other ingress and debris until product is fully dry, firm, and fully cured and no indentations can be made by foot traffic.

E. Details Available upon request:
1. PIP over Aggregate
2. PIP over Concrete
3. PIP Non-Attenuated
4. PIP Loose Fill Turndown
5. PIP at Equipment
6. PIP with Tapered Edge
7. PIP Edge Repair
8. PIP Seam Transition
9. PIP Transition to Soft Synthetic Turf
10. PIP Transition to Simply Synthetic Turf

3.01 PROTECTION

A. It is the responsibility of the customer/owner to provide security to protect the surface from foot traffic or vandalism during the 48 to 72 hour cure period.

END OF SECTION

If any questions arise, please contact Competitive Surfacing Solutions for technical assistance (602) 478-4583.

AMERICAN RECYCLING CENTER, INC.
655 WABASSEE DRIVE
OWOSSO, MI 48867
PHONE – 989-725-5100

SAFETY DATA SHEET

This form may be used to comply with OSHA's Hazard Communication Standard, 29 CFR 1910.1200 and WHMIS Canadian Legislation.

03/29/2021

Premium Recycled Rubber Granules (5/8, ½ , 1-5mm, 1-4mm, 1-3.5mm, 1.3mm, .5-2mm)

SECTION 1: IDENTIFICATION OF THE SUBSTANCE/MIXTURE AND OF THE COMPANY/UNDERTAKING

Product Identifier
Product Name: 5/8 Chunk Premium Black Rubber Granules
Chemical Family: Polymeric *(fully processed)* Cured.
Specific Materials: EPDM, SBR *(high quality virgin industrial polymers) Pre consumer Post industrial Reclaimed Scrap Rubber*

Product Weight: 50 lb bags

Details of the supplier of the safety data sheet:
Supplier: American Recycling Center, Inc.
655 Wabassee Drive
Owosso, MI 48867

Emergency Telephone Number
24-Hour Emergency Phone number: 800-424-9300
Customer Information Center: 989-725-5100

SECTION 2: HAZARDS IDENTIFICATION

Non-Hazardous as defined by OSHA Hazard Communication Standard CFR Title 29 Part 1910.1200 and the WHMIS Canadian Legislation.

SECTION 3: COMPOSITION/INFORMATION ON INGREDIENTS

Specific Gravity (H20 = 1): 1.15 – 1.20
Solubility in water: Insoluble
Appearance & Odor: Granular, Black – Mild Characteristic Odor
% of Volatiles by volume: None

SECTION 4: FIRST AID MEASURES

Inhalation: Not Relevant
Eye Contact: Avoid Dust in Eyes, Do Not Rub eye.
Effects of Ingestion: None expected. Treat Symptomatically
First Aid Procedures: Not expected to require First Aid

SECTION 5: FIREFIGHTING MEASURES

Extinguisher Media:
Standard fire extinguisher, water, CO2 Foam, Water fog, Water spray, Protein type air foam, Dry Chemical.
Special Fire Fighting Procedures:
Regular procedures for rubber fires.
Wear self-contained breathing apparatus.
Treat as a hydrocarbon fire.
Unusual Fire & Explosion Hazards:
NONE

SECTION 6: ACCIDENTAL RELEASE MEASURES

Not Relevant
No special procedures necessary.
Waste disposal method:
Sweep, vacuum into disposal containers
Dispose of according to Federal, State, and local regulations

SECTION 7: HANDLING AND STORAGE

Ventilation: Local exhaust
Eye Protection: Safety glasses
Precautions in handling:
Personal hygiene: frequent washing with soap and water of exposed areas, remove and clean solid clothing.
Precautions in storage: Normal material storage

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

Protective Equipment

Hand Protection 

For prolonged or repeated skin contact use suitable protective gloves
Use eye protection when necessary depending on use

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

Appearance

Appearance Granular
Color black
Odor Odorless.
Solubility Insoluble in water

SECTION 10: STABILITY AND REACTIVITY

Stable under normal temperature conditions and its designed use
Conditions to avoid: Do not heat above ambient temperature. Do not store near flame or ignition source.
Hazardous Polymerization: Will not occur

SECTION 11: TOXICOLOGICAL INFORMATION

Skin contact No specific health warnings noted.
Eye contact No specific health warnings noted.
Health Warnings No specific health warnings noted.

SECTION 12: ECOLOGICAL INFORMATION

Eco toxicity: Not regarded as dangerous for the environment
Not regarded to be toxic to fish
Degradability The product is not biodegradable

SECTION 13: DISPOSAL CONSIDERATIONS

Dispose of in accordance with Local, State, and Federal Regulations
Dispose of at authorized landfill

SECTION 14: TRANSPORT INFORMATION

No transport warning sign required

SECTION 15: REGULATORY INFORMATION

Not Relevant

SECTION 16: OTHER INFORMATION

CALIFORNIA PROPOSITION 65:

SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT: TITLE 22 CALIFORNIA CODE OF REGULATIONS: California Proposition 65 provides for labeling and disclosure of the presence of a chemical(s) known to the State of California to cause cancer or reproductive toxicity. This product does contain carbon black that is bound in the rubber, therefore if used as designed it is not found to be listed as an airborne, unbound particle.

This information is based on our present knowledge. However, this shall not constitute a guarantee for any Specific product features and shall not establish a legally valid contractual relationship.

American Recycling Center urges each customer or recipient of this SDS to study it carefully and consult appropriate expertise, as necessary or appropriate, to become aware of and understand the data contained in this SDS and any hazards associated with the product. The information herein is provided in good faith and believed to be accurate as of the effective date of the SDS. However, no warranty, expressed or

implied, is given. Regulatory requirements are subject to change and may differ between various locations. It is the buyer's/user's responsibility to ensure that its activities comply with all applicable federal, state, provincial and local laws. The information presented here pertains only to the product as shipped. Since conditions for use of the product are not under the control of American Recycling Center, it is the buyer's/user's duty to determine the conditions necessary for the safe use of this product.

This information is not intended to convey all specific regulatory or operational requirements/information relating to this product. Additional transportation system information can be obtained through an authorized sales or customer service representative. It is the responsibility of the transporting organization to follow all applicable laws, regulations and rules relating to the transportation of the material.

Due to the proliferation of sources for information such as manufacturer-specific SDSs, American Recycling Center, Inc. is not and cannot be responsible for SDSs obtained from any source other than American Recycling Center, Inc. If you have obtained an American Recycling Center, Inc SDS from a non American Recycling Center, Inc. source or if you are not sure that the SDS is current, please contact American Recycling Center, Inc. for the most current version.

Department issuing M(M)SDS: EH&S Delivery
Contact: Customer Service 989-725-5100

The information herein is to assist customers in determining whether our products are suitable for their applications. Our products are intended for sale to industrial and commercial customers. We request that customers inspect and test our products before use and satisfy themselves as to contents and suitability. We warrant that our products will meet our written specifications. Nothing herein shall constitute and other warranty express or implied, including any warranty of merchantability or fitness, nor is protection from any law or patent to be inferred. All patent rights are reserved. The exclusive remedy for all proven claims is replacement of our materials and in no event shall we be liable for special, incidental or consequential damages.

American Recycling Center, Inc
655 Wabassee Drive, Owosso, MI 48867
(989) 725-5100 www.americanrecycling.com

SAFETY DATA SHEET

Manufacturer/ Supplier: **Liberty Tire Recycling, LLC**
1251 Waterfront Place, 4th Floor
Pittsburgh, PA
15222-4261

Emergency Telephone Number:
(412) 562-1700

SECTION 1 – IDENTIFICATION

Product name	Recycled Tire Rubber - Black
Brand	Liberty Tire Recycling
Product uses	Various Uses

Supplier	Liberty Tire Recycling, LLC 1251 Waterfront Place, 4th Floor Pittsburgh, PA 15222-4261	**Manufacturer**	Liberty Tire Recycling, LLC 1251 Waterfront Place, 4th Floor Pittsburgh, PA 15222-4261
Telephone	412-926-1746		
Fax	412-697-2411		
Emergency phone #	412-562-1700		

SECTION 2 – HAZARD(S) IDENTIFICATION

Emergency Overview	
WHMIS Classification	Not a WHMIS controlled substance
OSHA Hazards	No known OSHA hazards
GHS label elements, including precautionary statements	
Signal Word	None
Hazard statement(s)	None
Precautionary statement(s)	P281: Use personal protective equipment as required (see Section 8)
HMIS Classification	
Health hazard	1
Flammability	1
Physical hazards	1
Potential health effects	
Inhalation	Odor/vapors may be a nuisance in some individuals. In some individuals, short term exposure of material may produce mild and temporary discomfort to the respiratory tract resulting in wheezing, tightness in the chest, shortness of breath and coughing. Although they may be present in low amounts, dust and small pieces of material may aggravate bronchitis, asthma, and emphysema if inhaled.
Skin	Although fine material, particulate matter and dust may be present in low quantities, contact with such items may result in irritation (redness/itching) or other effects.
Eyes	Material is abrasive if it enters the eye, which can cause irritation to sever damage if left untreated.
Ingestion	Irritation of mucus membranes of mouth, throat, esophagus and stomach along with nausea may occur. Abrasion to the mouth, esophagus, stomach and intestinal tract may occur.
Repeated exposure	Repeated exposure to material may result in sensitization in susceptible individuals.

SECTION 3 – COMPOSITION/INFORMATION ON INGREDIENTS

Material	CAS-No.	EC-No.	Index-No.	Concentration (%wt)
Natural rubber	9006-04-6	232-689-0	N/AV	15 – 40
Synthetic rubber	9003-55-8	N/AV	N/AV	15 – 40
Carbon black	1333-86-4	215-609-9	N/AV	20 – 35
Zinc oxide	1314-13-2	215-222-5	030-013-00-7	0.1 – 1
Sulfur	7704-34-9	231-722-6	016-094-00-1	0.1 – 0.5
Fillers, accelerators, anti-ozonants	N/AP	N/AP	N/AP	5 – 10

SECTION 4 – FIRST-AID MEASURES

General advice
If negative symptoms develop while handling the product, move out of the area to prevent further exposure. Consult a physician as a precautionary measure if symptoms develop after being subjected to unprotected exposure of the material. Show this safety data sheet to the doctor in attendance.

If inhaled
In emergency situations, use proper respiratory protection and immediately remove the affected person from exposure. Keep at rest. Administer artificial respiration if breathing has stopped. Seek medical attention.

In case of skin contact
Wash exposed skin thoroughly with soap and water. If irritation develops and is prolonged and/or sore, consult a physician.

In case of eye contact
Flush eyes with plenty of water for at least 15 minutes. Avoid rubbing the eye. If experiencing prolonged irritation or soreness, seek medical attention.

If swallowed
Do not induce vomiting. Rinse mouth well with water. Never give anything by mouth to an unconscious person. Seek medical attention.

SECTION 5 – FIRE-FIGHTING MEASURES

Conditions of flammability
Non-flammable under standard use conditions. Material must be heated above 392°F (200°C) and an ignition source introduced before burning will occur.

Suitable extinguishing media
Fire extinguishing substances: dirt, sand, dry chemical, CO_2, alcohol-resistant foam, or F500 encapsulating agent.
If safe to do so, smothering the fire with large quantities of dirt or sand is usually the best option for extinguishing fires.
The material will be extremely hot if in liquid form. Be sure to keep distance between personnel and the fire.

If the fire is small and localized, CO_2 or foam are acceptable extinguishing substances. Due to the potential of pyrolytic oil being produced during uncontrolled burning, use of water may result in highly contaminated run-off that will require containment.

For large fires, trained firefighting personnel should be placed in charge of firefighting measures.

Special protective equipment for firefighters
Respiratory and eye protection are required for firefighting personnel.
A self-contained breathing apparatus (SCBA) meeting NFPA standards should be used for any significant indoor or outdoor fires.
For small outdoor fires, which may easily be extinguished with a portable fire extinguisher, use of a SCBA may not be required.
Contact with the smoke and fumes should be avoided. With burning or high heating, the material may melt, resulting in a sticky, molten material.

Hazardous combustion products
Thick, black, acrid smoke. Oxides of carbon, nitrogen and sulfur.
Uncontrolled burning may result in products of incomplete combustion including polynuclear aromatic hydrocarbons (naphthalene, anthracene, etc); aromatic hydrocarbons including benzene, toluene, xylene, styrene, etc; paraffinic oils; particulate and ash residues.

Explosion data – sensitivity to mechanical
Not explosive on impact

Explosion data – sensitivity to static discharge
Not explosive when subject to static discharge

SECTION 6 – ACCIDENTAL RELEASE MEASURES

Personal precautions
Ensure adequate ventilation to keep material component levels below workplace exposure limits. Avoid excessive dust formation and accumulation. Avoid prolonged exposure to vapors/odors and dusts created by material.

Environmental precautions
Precautionary measures to prevent large quantities of the product from entering and/or accumulating in drains should be implemented. In case of emergency, prevent further leakage or spillage if safe to do so.

Methods and material for containment and cleaning up

LAND SPILL	:	Sweep or vacuum material to prevent slip hazard. Try not to create dust. Collect for reuse if possible.
WATER SPILL	:	Material floats initially. Attempt to contain floating material and remove it from the surface by skimming first. Contain area and, if material sinks, try to recover material as best possible without disturbing surroundings.

SECTION 7 – HANDLING AND STORAGE

Precautions for safe handling

For any application, use in a well-ventilated area or set engineering controls (ventilation) to keep airborne concentrations below the workplace exposure limits and prevent the build up of dust. Do not handle or store near an open flame or sources of heat.

Conditions for safe storage

Keep material away from incompatible materials or conditions. Material can be safely stored outdoors in a contained or sectioned off area. If material is stored inside, it should be kept in a well-ventilated location to keep airborne concentrations below the workplace exposure limits.

SECTION 8 – EXPOSURE CONTROLS/PERSONAL PROTECTION

Component	CAS #	Value	Control Parameters	Basis
Natural rubber	9006-04-6	TWA	0.0001 mg/m^3 35 mg/m^3	USA. ACGIH (inhalable proteins) USA. ACGIH Threshold Limit Values (TLV)
Synthetic rubber	9003-55-8	N/AV	N/AV	No occupational exposure limits set for material
Carbon black	1333-86-4	TWA	3.5 mg/m^3 3.5 mg/m^3	Canada. British Columbia OEL USA. ACGIH Threshold Limit Values (TLV)
Zinc oxide	1314-13-2	TWA	2 mg/m^3 10 mg/m^3 2 mg/m^3	Canada. British Columbia OEL Canada. Alberta OEL USA. ACGIH Threshold Limit Values (TLV)
Sulfur	7704-34-9	TWA	10 mg/m^3	Canada. Alberta OEL
Fillers, accelerators, anti-ozonants	N/AP	N/AP	N/AP	No occupational exposure limits set for material
Remarks:	If multiple exposure limits exist for a substance, the limits from the State(s), Province(s) or Territory with the highest and lowest values in the country are reported.			

Personal Protection Equipment

Respiratory protection

Respiratory protection is typically not required. Where protection from nuisance levels of dust are desired, use of a dust mask is recommended. Typical certified dusts masks types are N95 (US) or P1 (EN 143).

Hand protection

Short term exposure does not require gloves. Gloves are recommended for continuous or prolonged exposure of material. Any type of protective gloves are recommended to avoid prolonged or repeated skin contact. If gloves are disposable, dispose of contaminated gloves after use in accordance with applicable laws and work place practices. If gloves are re-usable, wash periodically to avoid build up of material matter. Wash and dry hands.

Eye protection

Although they may be present in low concentrations, if dust or fines are likely to become airborne, safety glasses with side shields or goggles should be worn. When using eye protection, equipment should be tested and approved under appropriate government standards such as NIOSH (US) or EN 166 (EU).

Skin and body protection

Long sleeved clothing and full length pants should be worn if repeated or prolonged direct contact is likely to occur.

Hygiene measures

Handle in accordance with good industrial and commercial hygiene and safety practices. Wash hands before breaks and at the end of the work day.

Specific engineering controls

Use in a well-ventilated area or set engineering controls to keep airborne concentrations below the exposure limits.

SECTION 9 – PHYSICAL AND CHEMICAL PROPERTIES

Appearance	
Form	Solid - small (less than ~15 mm diameter) irregularly shaped granules of rubber based material
Color	Black
Safety data	
pH	Not applicable
Melting/freezing point	No data available
Boiling point	No data available
Flash point	> 212°F; > 100°C (ASTM D3828)
Ignition temperature	No data available
Autoignition temperature	No data available
Lower explosion limit	No data available
Upper explosion limit	No data available
Vapor pressure	No data available
Density	1.09 g/mL
Water solubility	Not soluble

Partition coefficient	Not applicable
Relative vapour density	No data available
Odor	Rubber or hydrocarbon-like odor
Odor threshold	No data available
Evaporation rate	Does not evaporate

SECTION 10 – STABILITY AND REACTIVITY

Chemical stability
Stable under recommended storage conditions.

Possibility of hazardous reactions
No data available

Conditions to avoid
Material may slowly degrade on storage, especially in the presence of iron particles and combined with heat or pressure, subsequently releasing carbon monoxide and carbon dioxide. Heat, ignition sources, and oxidizing agents should be avoided. Although typically present in small amounts, dust may be explosive under certain conditions (i.e. high airborne concentrations) in the presence of an ignition source.

Materials to avoid
Acids, oxidizing agents, iron particles, excess moisture

Hazardous decomposition products
Oxides of carbon, nitrogen, sulfur and metals under fire or oxidative conditions

SECTION 11 – TOXICOLOGICAL INFORMATION

Acute toxicity

Oral LD50
No data available

Inhalation LC50
No data available

Dermal LD50
No data available

Other information on acute toxicity
No data available

Skin corrosion/irritation
No data available

Serious eye damage/eye irritation
No data available

Respiratory or skin sensitization
No data available

Germ cell mutagenicity
No data available

Carcinogenicity
This product contains a component (when isolated) that has been reported to be possibly carcinogenic (specifically when inhaled) based on its IARC, ACGIH, NTP or EPA classification. Limited evidence to carcinogenicity in animal studies. IARC: 2B – Group 2B: Possibly carcinogenic to humans (Carbon black)

Reproductive toxicity
No data available

Specific target organ toxicity – single exposure (Globally Harmonized System)
No data available

Specific target organ toxicity – repeated exposure (Globally Harmonized System)
No data available

Aspiration hazard
No data available

Potential health effects

Inhalation Odor/vapors may be a nuisance in some individuals. In some individuals, short term exposure of material may produce mild and temporary discomfort to the respiratory tract resulting in wheezing, tightness in the chest, shortness of breath and coughing. Although they may be present in low amounts, dust and small pieces of material may aggravate bronchitis, asthma, and emphysema if inhaled.

Skin Although fine material, particulate matter and dust may be present in low quantities, contact with such items may result in irritation (redness/itching) or other effects.

Eyes Material is abrasive if it enters the eye, which can cause irritation to sever damage if left untreated.

Ingestion Irritation of mucus membranes of mouth, throat, esophagus and stomach along with nausea may occur. Abrasion to the mouth, esophagus, stomach and intestinal tract may occur.

Signs and Symptoms of Exposure
To the best of our knowledge, the chemical, physical and toxicological properties have not been thoroughly investigated.

Synergistic effects
No data available

Additional information
None

SECTION 12 – ECOLOGICAL INFORMATION (non-mandatory)

Toxicity
No data available

Persistence and degradability
No data available

Bioaccumulative potential
No data available

Mobility in soil
No data available

PBT and vPvB
No data available

Other adverse effects
Extensive ecological testing has not been performed on the product. Standard good environmental workplace practices should be implemented when handling material in a workplace or external setting.

SECTION 13 – DISPOSAL CONSIDERATIONS (non-mandatory)

Product
The product is not a characteristic nor is listed as hazardous waste. Product materials that are no longer usable or that may have become contaminated should be placed in disposable containers and such materials should be managed and disposed in compliance with applicable federal, state, provincial, and local regulations.

Contaminated packaging
Packaging that is no longer usable or may have become contaminated should be placed in disposable containers and managed, recycled, or disposed of in compliance with applicable federal, state, provincial, and local regulations.

SECTION 14 – TRANSPORT INFORMATION (non-mandatory)

DOT (US)
Not dangerous goods

IMDG
Not dangerous goods

IATA
Not dangerous goods

SECTION 15 – REGULATORY INFORMATION (non-mandatory)

WHMIS Classification
Not WHMIS controlled
This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations and the SDS contains all the information required by the Controlled Products Regulations.

OSHA Hazards
No known OSHA hazards

SECTION 16 – OTHER INFORMATION

Further information

Prepared November 18, 2015. The information, recommendations and suggestions in the Safety Data Sheet have been compiled from tests and data believed to be reliable. The above information is believed to be correct, but is not under guarantee or warrantee to be all inclusive and shall be used only as a guide. The information contained herein is based on the present state of our knowledge and is only applicable to the product or material set forth in Section 1. The information provided may not be applicable or complete if such product or material is used in combination with any other product or material, or in any process. The information provided on the product or material is with regard to appropriate safety precautions and does not represent any guarantee of the properties of the product. It is the user's obligation to determine the safety, toxicity and suitability for their own use of the product described herein and to comply with all applicable laws and regulations. Liberty Tire, LLC and its affiliates shall not be held liable for any damage resulting from handling or from contact with the above product.

1 PRODUCT AND COMPANY IDENTIFICATION

Product Identifier: QUALIPUR 3405
Revision Date: 6/12/2018
Version: 100

Supplier Details:
Advanced Polymer Technology
P.O. Box 160, 109 Conica Lane
Harmony, PA 16037

Contact: Senior Chemist
Phone: 724-452-1330
Fax: 724-452-1703
Email: info@advpolytech.com
Internet: www.advpolytech.com

Transportation emergency phone number: ChemTel Inc. (800)255-3924, +1 (813)248-0585

2 HAZARDS IDENTIFICATION

Classification of Substance

GHS Classification in Accordance with 29 CFR 1910 (OSHA HCS):

Health, Respiratory or skin sensitization, 1 Respiratory
Health, Specific target organ toxicity - Repeated exposure, 2
Health, Acute toxicity, 4 Oral
Health, Acute toxicity, 4 Inhalation
Health, Skin corrosion/irritation, 2
Health, Serious Eye Damage/Eye Irritation, 2 A
Health, Respiratory or skin sensitization, 1 Skin
Health, Specific target organ toxicity - Single exposure, 3

GHS Label Elements, Including Precautionary Statements

GHS Signal Word: DANGER

GHS Hazard Pictograms:



GHS Hazard Statements:

H334 - May cause allergy or asthma symptoms of breathing difficulties if inhaled
H373 - May cause damage to organs through prolonged or repeated exposure
H302 - Harmful if swallowed
H332 - Harmful if inhaled
H315 - Causes skin irritation
H319 - Causes serious eye irritation
H317 - May cause an allergic skin reaction
H335 - May cause respiratory irritation

GHS Precautionary Statements:

P285 - In case of inadequate ventilation wear respiratory protection.
P280 - Wear protective gloves/protective clothing/eye protection/face protection.
P260 - Do not breathe dust/fume/gas/mist/vapours/spray.
P305+351+338 - IF IN EYES: Rinse continuously with water for several minutes. Remove contact lenses if present and easy to do. Continue rinsing.
P342+311 - Call a POISON CENTER or doctor/physician.
P332+313 - If skin irritation occurs: Get medical advice/attention.
P337+313 - Get medical advice/attention.
P314 - Get Medical advice/attention if you feel unwell.
P302+352 - IF ON SKIN: Wash with soap and water.
P403+233 - Store in a well ventilated place. Keep container tightly closed.

3 COMPOSITION/INFORMATION ON INGREDIENTS

Chemical Ingredients

CAS#	%	Chemical Name
1408295-67-9	50-100%	Poly[oxy(methyl-1,2-ethanediyl)], .alpha.-[[(3-isocyanatomethylphenyl)amino]carbonyl]-.omega.-[[[(3-isocyanatomethylphenyl)amino]carbonyl]oxy]-
1359944-75-4	<10%	Poly[oxy(methyl-1,2-ethanediyl)], .alpha.-[[(3-isocyanatomethylphenyl)amino]carbonyl]-.omega.-[[[(3-isocyanatomethylphenyl)amino]carbonyl]oxy]-
26447-40-5	<10%	Benzene, 1,1'-methylenebis[isocyanato-
101-68-8	<10%	4,4'-Methylenediphenyl diisocyanate
64742-46-7	10-25%	Distillates, petroleum, hydrotreated middle

4 FIRST AID MEASURES

Inhalation: Supply fresh air and to be sure call for a doctor.In case of unconsciousness place patient stably in side position for transportation. In case of irregular breathing or respiratory arrest provide artificial respiration.

Skin Contact: Immediately wash with water and soap and rinse thoroughly. Immediately remove any clothing soiled by the product.If skin irritation continues, consult a doctor.

Eye Contact: Protect unharmed eye. Rinse opened eye for several minutes under running water. Remove contact lenses if worn, if possible. Rinse opened eye for several minutes under running water. Then consult a doctor.

Ingestion: Rinse out mouth and then drink plenty of water. Do not induce vomiting; call for medical help immediately.

Most important symptoms and effects, both acute and delayed

Asthma attacks
Allergic reactions
Breathing difficulty
Coughing

Hazards

Danger of impaired breathing.
Danger of pulmonary oedema.
Danger of pneumonia.
Danger of convulsion.
Danger of disturbed cardiac rhythm.

Indication of any immediate medical attention and special treatment needed

Contains isocyanates. Consult literature for specific antidotes.
Medical supervision for at least 48 hours.
Severe allergic skin reaction, bronchial spasms and anaphylactic shock are possible.
Monitor circulation, possible shock treatment.
Later observation for pneumonia and pulmonary oedema.
If necessary oxygen respiration treatment.
Treat skin and mucous membrane with antihistamine and corticoid preparations.

5 FIRE FIGHTING MEASURES

Suitable extinguishing agents:
CO2, powder or water spray. Fight larger fires with water spray or alcohol resistant foam.
· For safety reasons unsuitable extinguishing agents: Water.

·Special hazards arising from the substance or mixture
Formation of toxic gases is possible during heating or in case of fire.
In case of fire, the following can be released:
Hydrogen cyanide (HCN)
Carbon monoxide (CO)
Under certain fire conditions, traces of other toxic gases cannot be excluded.

Advice for firefighters
· Protective equipment:
Wear self-contained respiratory protective device.
Wear fully protective suit.
Additional information Cool endangered receptacles with water spray.

6 ACCIDENTAL RELEASE MEASURES

Isolate area and prevent access.
Remove persons from danger area.
Wear protective equipment. Keep unprotected persons away.
Ensure adequate ventilation

Personal precautions, protective equipment and emergency procedures
Use respiratory protective device against the effects of fumes/dust/aerosol.
Inform respective authorities in case of seepage into water course or sewage system.
Do not allow to enter sewers/ surface or ground water.

Methods and material for containment and cleaning up:
Absorb with liquid-binding material (sand, diatomite, acid binders, universal binders, sawdust).
Dispose contaminated material as waste according to regulations.
Ensure adequate ventilation.
Additional Spill Procedures/Neutralization: Neutralization solutions:
(1) Colorimetric Laboratories Inc. (CLI) decontamination solution.
(2) A mixture of 75% water, 20% non-ionic surfactant (e.g. Plurafac SL-62, Tergitol TMN-10) and 5% npropanol.
(3) A mixture of 80% water, 20% non-ionic surfactant (e.g. Plurafac SL-62, Tergitol TMN-10).
(4) A mixture of 90% water, 3-8% ammonium hydroxide or concentrated ammonia, and 2% liquid detergent.

7 HANDLING AND STORAGE

Handling Precautions:

Precautions for safe handling
Ensure good ventilation/exhaustion at the workplace.
Prevent formation of aerosols.
Information about fire - and explosion protection:
Keep ignition sources away - Do not smoke.
Keep respiratory protective device available.

Storage Requirements:

Requirements to be met by storerooms and receptacles:
Provide ventilation for receptacles.
Store in a cool location.
Protect from humidity and water.
Avoid storage near extreme heat, ignition sources or open flame.

Information about storage in one common storage facility:
Store away from water.
Store away from foodstuffs.
Do not store together with oxidizing and acidic materials.

Further information about storage conditions:
Store in cool, dry conditions in well sealed receptacles.
Store receptacle in a well ventilated area.
Protect from humidity and water.
Protect from heat and direct sunlight.
Keep container tightly sealed.

8 EXPOSURE CONTROLS/PERSONAL PROTECTION

Engineering Controls:

Ensure good ventilation/exhaustion at the workplace.
Prevent formation of aerosols.
Ensure compliance yo all relevant OSHA regulations.

Personal Protective Equipment:

General protective and hygienic measures:
Keep away from foodstuffs, beverages and feed.
Immediately remove all soiled and contaminated clothing
Wash hands before breaks and at the end of work.
Do not inhale gases / fumes / aerosols.
Avoid contact with the eyes and skin.

Respiratory protection:
An air-supplied respirator must be worn during spray applications, during long-term (over 1 hour) exposures when the product is heated or in environments of high concentrations near the TLV, an air-purifying respirator equipped with organic cartridges or canisters and dust filters can be used. However, due to the poor warning properties of this product, proper fit and timely replacement of filter elements must be ensured. Observe OSHA regulations for respirator use (29 CFR 1910.134).

Protection of hands:
Protective gloves
The glove material has to be impermeable and resistant to the product/ the substance/ the preparation.
Due to missing tests no recommendation to the glove material can be given for the product/ the preparation/ the chemical mixture.
Selection of the glove material on consideration of the penetration times, rates of diffusion and the degradation

Material of gloves
The selection of the suitable gloves does not only depend on the material, but also on further marks of quality and varies from manufacturer to manufacturer. As the product is a preparation of several substances, the resistance of the glove material can not be calculated in advance and has therefore to be checked prior to the application.

Penetration time of glove material
The exact break through time has to be found out by the manufacturer of the protective gloves and has to be observed.

For the permanent contact gloves made of the following materials are suitable:
Butyl rubber, BR
Nitrile rubber, NBR

Eye protection:
Contact lenses should not be worn.
Safety glasses with side shields or face shield strongly suggested.

Body protection: Use protective suit.

Limitation and supervision of exposure into the environment
No further relevant information available.

Risk management measures
Organizational measures should be in place for all activities involving this product.

Ingredients with limit values that require monitoring at the workplace:
101-68-8 4,4'-methylenediphenyl diisocyanate
PEL (USA) Short-term value: C 0,2 mg/m³, C 0,02 ppm
REL (USA) Short-term value: C 0,2* mg/m³, C 0,02* ppm, Long-term value: 0,05 mg/m³, 0,005 ppm, *10-min
TLV (USA) 0,051 mg/m³, 0,005 ppm
EL (Canada) Short-term value: C 0,01 ppm, Long-term value: 0,005 ppm, Skin; S
EV (Canada) 0,005 ppm

9 PHYSICAL AND CHEMICAL PROPERTIES

Appearance:	Clear Brown Liquid		
Physical State:	Liquid	**Flash Point:**	388 °F / 198 °C
Specific Gravity or Density:	1.1 g/mL	**Autoignition Temperature:**	>572 °F / >300 °C

10 STABILITY AND REACTIVITY

Chemical Stability:	No decomposition if used and stored according to specifications.
Conditions to Avoldentification:	Keep ignition sources away - Do not smoke. Moisture. Keep away from heat and direct sunlight. Store away from oxidizing agents.
Materials to Avoldentification:	Reacts with water. Reacts with oxidizing agents. Reacts with alkali, amines and strong acids. Contact with acids releases toxic gases. Reacts with peroxides and other radical forming substances. Reacts with certain metals.
Hazardous Decomposition:	Carbon monoxide and carbon dioxide Nitrogen oxides (NOx) Hydrogen cyanide (prussic acid) Poisonous gases/vapours
Hazardous Polymerization:	Reacts with water.

11 TOXICOLOGICAL INFORMATION

LD/LC50 values relevant for classification:
101-68-8 4,4'-methylenediphenyl diisocyanate
Oral LD50 2200 mg/kg (mouse)

Primary irritant effect:
on the skin: Irritant to skin and mucous membranes.
on the eye: Irritating effect.
Sensitization:
Sensitization possible through inhalation.
Sensitization possible through skin contact.

Subacute to chronic toxicity: Toxic and/or corrosive effects may be delayed up to 24 hours.

Additional toxicological information:
The product shows the following dangers according to the calculation method of the General EU Classification Guidelines for Preparations as issued in the latest version:
Harmful Irritant

Acute effects (acute toxicity, irritation and corrosivity):
In addition to local irritant manifestations, there is a narcotic effect when inhaling high concentrations, with the danger of central respiratory arrest.

Sensitisation: Sensitization possible by inhalation and/or dermal contact.

Repeated dose toxicity:
May cause damage to organs through prolonged or repeated exposure .
Repeated exposures may result in skin and/or respiratory sensitivity.

12 ECOLOGICAL INFORMATION

Aquatic toxicity: The material is harmful to the environment.
Persistence and degradability The product is partly biodegradale. Significant residuals remain.
Bioaccumulative potential Does not accumulate in organisms
Mobility in soil No further relevant information available.
Ecotoxical effects:
Remark: Harmful to fish

Additional ecological information:
General notes:
This statement was deduced from the properties of the single components.
Avoid transfer into the environment.
Due to available data on eliminability/decomposition and bioaccumulation potential prolonged term damage of the environment can not be excluded.
Water hazard class 1 (German Regulation) (Self-assessment): slightly hazardous for water. Do not allow undiluted product or large quantities of it to reach ground water, water course or sewage
system.
Harmful to aquatic organisms.

Results of PBT and vPvB assessment
PBT: Not applicable.
vPvB: Not applicable.
Other adverse effects No further relevant information available.

13 DISPOSAL CONSIDERATIONS

Recommendation
Must not be disposed together with household garbage. Do not allow product to reach sewage system.
Can be burned with household garbage after consulting with the waste disposal facility operator and the pertinent authorities and adhering to the necessary technical regulations.
Can be disposed of with household garbage with prior chemical-physical or biological treatment following consultation with the waste disposal facility operator and the pertinent authorities and adhering to the necessary technical regulations.

Uncleaned packaging:
Recommendation: Disposal must be made according to official regulations.
Recommended cleansing agents: Solvent naphtha

14 TRANSPORT INFORMATION

UN-Number DOT, ADR, ADN, IMDG, IATA	N/A
UN proper shipping name DOT, ADR, ADN, IMDG, IATA	Aromatic Isocyanate Prepolymer
Transport hazard class(es) DOT, ADR, ADN, IMDG, IATA Class	N/A
Packing group DOT, ADR, IMDG, IATA	N/A
Marine pollutant	No
Special precautions for user	Not applicable.
Transport in bulk according to Annex II of MARPOL73/78 and the IBC Code	Not applicable.
UN "Model Regulation"	---

15 REGULATORY INFORMATION

COMPONENT / (CAS/PERC) / CODES

*Benzene, 1,1'-methylenebis[isocyanato- (26447405 <10%) TSCA

*4,4'-Methylenediphenyl diisocyanate (101688 <10%) CERCLA, HAP, MASS, NJHS, OSHAWAC, PA, SARA313, TSCA, TXAIR

*Distillates, petroleum, hydrotreated middle (64742467 10-25%) TSCA

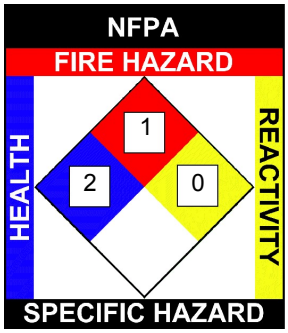
REGULATORY KEY DESCRIPTIONS

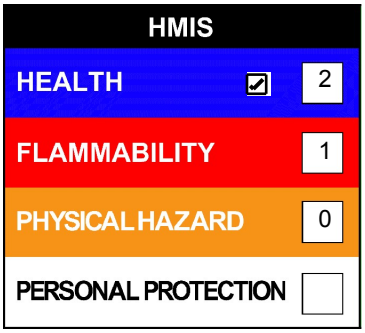
TSCA = Toxic Substances Control Act

CERCLA = Superfund clean up substance
HAP = Hazardous Air Pollutants
MASS = MA Massachusetts Hazardous Substances List
NJHS = NJ Right-to-Know Hazardous Substances
OSHAWAC = OSHA Workplace Air Contaminants
PA = PA Right-To-Know List of Hazardous Substances
SARA313 = SARA 313 Title III Toxic Chemicals
TXAIR = TX Air Contaminants with Health Effects Screening Level

16 OTHER INFORMATION

NFPA: Health = 2, Fire = 1, Reactivity = 0, Specific Hazard = n/a
HMIS III: Health = 2(Chronic), Fire = 1, Physical Hazard = 0





This information is based on our present knowledge. However, this shall not constitute a guarantee for any specific product features and shall not establish a legally valid contractual relationship.

Revision Date: 6/12/2018

Qualipur® 3405

1. General Description

Qualipur 3405 is an aromatic, one component, solvent free, straight MDI polyurethane prepolymer with enhanced UV stability.

Basic Uses: Qualipur 3405 is designed for binding EPDM rubber granules in the production of synthetic sport surfacing.

Features and Benefits

- ✓ One Component
- ✓ Solvent-free
- ✓ Enhanced UV Stability
- ✓ No VOC

2. Safety Guidelines

Always wear the recommended personal protective equipment. Avoid contact with eyes, skin, and clothing. Adequate ventilation is required during the application process.

3. Storage and Packaging

Qualipur 3405 should be kept dry and cool, and in originally packaging. Do not expose containers to open flame, excessive heat, or direct sunlight.

Product shelf life is 1 year in original sealed container.

Qualipur 3405 is packaged at 20 kg (approximately 4.89 gallon), 210 kg (approximately 51 gallon), and 1050 kg (approximately 256 gallon).

4. Coverage

Qualipur 3405 is ready to use as supplied and should be mixed with dry rubber granules as follows:

Qualipur 3405	18 – 20%
Rubber granules	80 – 82%

By Total Weight of Mix based on Application

5. Installation Guidelines

Before application, the surface to be coated must be clean, dry, and free of oil, grease, dirt, and any foreign residue. The mixture can be applied with a trowel to obtain a uniform, level surface.

The cure time varies with temperature and humidity. High temperature and high humidity will decrease cure time, while low temperature and low humidity will increase cure time.

6. Limitations

- Do not apply over wet or damp substrates
- Substrate and application minimum temperature 4°C (40°F)
- Substrate and application maximum temperature 40°C (104°F)

7. Technical Data

Renewable Content		2.61%
VOC Content		0 g/L*
Density	23°C (73°F)	1.03 – 1.13 g/cm^3
Viscosity	23°C (73°F)	2000 – 3000 cPs
Color		Opaque/gold to light brown
Cure Time	20°C (68°F) 50% Relative Humidity	15 – 16 hours

*Based on Standard formula calculation

Above figures are guide values and should not be used as a base for specifications

Consult the Safety Data Sheet for more details

For complete and latest warranty and product information, please visit www.advpolytech.com

APT

ADVANCED POLYMER TECHNOLOGY CORPORATION believes the information herein to be true, accurate and reliable. However, recommendations or suggestions are made without guarantee. Since conditions and disposal are beyond our control, ADVANCED POLYMER TECHNOLOGY CORPORATION disclaims any liability incurred in connection with the use of our products and information contained herein; no warranty, express or implied is given no is freedom from any patent owned by ADVANCED POLYMER TECHNOLOGY CORPORATION or others to be inferred.

Qualipur® 3480

Features and Benefits

- ✓ UV Stable
- ✓ One component
- ✓ Solvent- free
- ✓ No VOC

1. General Description

Qualipur 3480 is a one component, UV Stable, solvent free straight aliphatic polyurethane prepolymer.

Basic Uses: Qualipur 3480 is designed for binding EPDM rubber granules in the production of a top layer synthetic sports surface.

2. Safety Guidelines

Always wear the recommended personal protective equipment. Avoid contact with eyes, skin, and clothing. Adequate ventilation is required during the application process.

3. Storage and Packaging

Qualipur 3480 should be kept dry and cool. Storage temperature should be between 5°C (40°F) and 66°C (150°F). Do not expose containers to open flame, excessive heat, or direct sunlight. Product shelf life is 1 year in sealed container.

Qualipur 3480 is packaged at 20 kgs (approximately 5.0 gallons), 210 kgs (approximately 52.8 gallons), and 1050 kgs (approximately 264 gallons).

4. Coverage

Qualipur 3480 is ready for use as supplied and should be mixed with dry rubber granules as follows:

Qualipur 3480	16% – 18%
Rubber granules	82% – 84%

By Total Weight of Mix based on Application

5. Installation Guidelines

The surface to be coated must be clean, dry, and free of oil, grease, dirt, and any foreign residue. This mixture can be applied with a trowel in order to obtain a uniform, level surface.

The cure time varies with temperature and humidity. High temperature and high humidity will decrease cure time while low temperature and low humidity will increase it.

6. Limitations

- Do not apply over wet substrates
- Substrate and application minimum temperature 10°C (50°F)
- Substrate and application maximum temperature 40°C (104°F)

7. Technical Data

VOC		0 g/L*
Density	At 23°C (73°F)	1.0 to 1.10 g/cm³
Viscosity	At 23°C (73°F)	2500 to 3500 cPs
Color		Clear/ Light Amber
Cure Time	At 20°C (68°F) 50% Relative Humidity	12 to 14 hours

*based on Standard formula calculation

Above figures are guide values and should not be used as a base for specifications

Consult the Safety Data Sheet (SDS) for more Details

For complete and latest warranty and product information, please visit www.advpolytech.com

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1	PRODUCT AND COMPANY IDENTIFICATION

Product Identifier: QUALIPUR 3480
Revision Date: 6/12/2018

Supplier Details: Advanced Polymer Technology
P.O. Box 160, 109 Conica Lane
Harmony, PA 16037

Contact: Senior Chemist
Phone: 724-452-1330
Fax: 724-452-1703
Email: info@advpolytech.com
Internet: www.advpolytech.com

Transportation emergency phone number: ChemTel Inc. (800)255-3924, +1 (813)248-0585

2 HAZARDS IDENTIFICATION

Classification of Substance

GHS Classification in Accordance with 29 CFR 1910 (OSHA HCS):

Health, Respiratory or skin sensitization, 1 Respiratory
Health, Skin corrosion/irritation, 2
Health, Serious Eye Damage/Eye Irritation, 2 A
Health, Respiratory or skin sensitization, 1 Skin
Health, Specific target organ toxicity - Single exposure, 3

GHS Label Elements, Including Precautionary Statements

GHS Signal Word: DANGER

GHS Hazard Pictograms:



GHS Hazard Statements:

H334 - May cause allergy or asthma symptoms of breathing difficulties if inhaled
H315 - Causes skin irritation
H319 - Causes serious eye irritation
H317 - May cause an allergic skin reaction
H335 - May cause respiratory irritation

GHS Precautionary Statements:

P285 - In case of inadequate ventilation wear respiratory protection.
P264 - Wash hands and exposed area thoroughly after handling.
P251 - Pressurized container: Do not pierce or burn, even after use.
P305+351+338 - IF IN EYES: Rinse continuously with water for several minutes. Remove contact lenses if present and easy to do. Continue rinsing.
P342+311 - Call a POISON CENTER or doctor/physician.
P302+352 - IF ON SKIN: Wash with soap and water.

Hazards not Otherwise Classified (HNOC) or not Covered by GHS

Contains Poly[oxy(methyl-1,2-ethanediyl)], .alpha.-hydro-.omega.-hydroxy-, polymer with 1,1'- methylenebis[4-isocyanatocyclohexane], 4,4'-methylenedi(cyclohexyl isocyanate). May produce an allergic reaction.

3 COMPOSITION/INFORMATION ON INGREDIENTS

Chemical Ingredients

CAS#	%	Chemical Name
9042-82-4	50-100%	Poly[oxy(methyl-1,2-ethanediyl)], .alpha.-hydro-.omega.-hydroxy-, polymer with 1,1'-methylenebis[4-isocyanatocyclohexane]
5124-30-1	<10%	Cyclohexane, 1,1'-methylenebis[4-isocyanato-
6425-39-4	<10%	Morpholine, 4,4'-(oxydi-2,1-ethanediyl)bis-
77-58-7	<5%	Stannane, dibutylbis[(1-oxododecyl)oxy]-

4	FIRST AID MEASURES

General information:
Immediately remove any clothing soiled by the product.
Remove breathing equipment only after contaminated clothing have been completely removed.
In case of irregular breathing or respiratory arrest provide artificial respiration.
Take affected persons out into the fresh air.

After inhalation:
Supply fresh air.
In case of irregular breathing or respiratory arrest provide artificial respiration.
Seek immediate medical advice.
In case of unconsciousness place patient stably in side position for transportation.

After skin contact:
Immediately wash with water and soap and rinse thoroughly.
If skin irritation continues, consult a doctor.

After eye contact:
Immediately remove contact lenses if possible.
Rinse opened eye for several minutes under running water. Then consult a doctor.

After swallowing:
Rinse out mouth and then drink plenty of water.
Do not induce vomiting; call for medical help immediately.
A person vomiting while laying on their back should be turned onto their side.

Most important symptoms and effects, both acute and delayed
Asthma attacks
Breathing difficulty
Allergic reactions
Nausea
Cramp
Dizziness
Headache
Profuse sweating
Disorientation
Cyanosis

Hazards
Danger of pulmonary oedema.
Danger of impaired breathing.
Danger of pneumonia.
Danger of convulsion.
Danger of disturbed cardiac rhythm.

Indication of any immediate medical attention and special treatment needed
If swallowed, gastric irrigation with added, activated carbon.
Contains isocyanates.
If swallowed or in case of vomiting, danger of entering the lungs.
Severe allergic skin reaction, bronchial spasms and anaphylactic shock are possible.
Treat skin and mucous membrane with antihistamine and corticoid preparations.
In cases of irritation to the lungs, initial treatment with cortical steroid inhalants.
If necessary oxygen respiration treatment.
Later observation for pneumonia and pulmonary oedema.
Medical supervision for at least 48 hours.
If blue colouring appears (lips, ear-lobes, finger-nails), give oxygen treatment as quickly as possible.

5 FIRE FIGHTING MEASURES

Suitable extinguishing agents:
Alcohol resistant foam
Fire-extinguishing powder
Carbon dioxide
Gaseous extinguishing agents
Water haze or fog

For safety reasons unsuitable extinguishing agents: Water with full jet

Special hazards arising from the substance or mixture
During heating or in case of fire poisonous gases are produced.

Advice for firefighters:
Protective equipment
Wear self-contained respiratory protective device.
Wear fully protective suit.
Additional information
Eliminate all ignition sources if safe to do so.
Cool endangered receptacles with water fog or haze.

6 ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures
Use respiratory protective device against the effects of fumes/dust/aerosol.
Isolate area and prevent access.
Wear protective equipment. Keep unprotected persons away.
Ensure adequate ventilation

Environmental precautions:
Inform respective authorities in case of seepage into water course or sewage system.
Do not allow to enter sewers/ surface or ground water.

Methods and material for containment and cleaning up:
Absorb with liquid-binding material (sand, diatomite, acid binders, universal binders, sawdust).
Dispose contaminated material as waste.
Additional Spill Procedures/Neutralization: Neutralization solutions:
(1) Colorimetric Laboratories Inc. (CLI) decontamination solution.
(2) A mixture of 75% water, 20% non-ionic surfactant (e.g. Plurafac SL-62, Tergitol TMN-10) and 5% n-propanol.
(3) A mixture of 80% water, 20% non-ionic surfactant (e.g. Plurafac SL-62, Tergitol TMN-10).
(4) A mixture of 90% water, 3-8% ammonium hydroxide or concentrated ammonia, and 2% liquid detergent.
Do not flush with water or aqueous cleansing agents

7 HANDLING AND STORAGE

Handling Precautions:

Ensure good ventilation/exhaustion at the workplace.
Open and handle receptacle with care.
Prevent formation of aerosols.
Take note of emission threshold.

Information about fire - and explosion protection: Keep respiratory protective device available.

Storage Requirements:

Requirements to be met by storerooms and receptacles:
Provide ventilation for receptacles.
Store in a cool location.
Avoid storage near extreme heat, ignition sources or open flame.

Information about storage in one common storage facility:
Store away from foodstuffs.
Store away from oxidizing agents.
Do not store together with alkalis (caustic solutions).
Do not store together with acids.

Further information about storage conditions:
Store in cool, dry conditions in well sealed receptacles.
Keep container tightly sealed.
Store receptacle in a well ventilated area.

8 EXPOSURE CONTROLS/PERSONAL PROTECTION

Engineering Controls:

Educate and train employees in safe use of this product. Follow all label instruction. Local exhaust should be used to maintain levels below the TLV henever this product is processed, heated or spray applied. For spray applications, an air-supplied respirator must be worn. All ventilation should be designed in accordance with OSHA standard (29 CFR 1910.94).

Personal Protective Equipment:

General protective and hygienic measures:
The usual precautionary measures are to be adhered to when handling chemicals.
Personal protective equipment must be selected to prevent inhalation of vapors and contact with skin and eyes. At a bare minimum, safety glasses, gloves, apron, and combination particle/vapor respirator should be worn. In some cases, supplied air, full body suits and boots will be needed.
Keep away from foodstuffs, beverages and feed.
Immediately remove all soiled and contaminated clothing.
Wash hands before breaks and at the end of work.
Store protective clothing separately.
Do not inhale gases / fumes / aerosols.
Avoid contact with the eyes and skin.

Respiratory protection:
Combined Organic Vapor and Particulate Respirator is recommended for use during all processing activities.

Protection of hands:
Protective gloves
The glove material has to be impermeable and resistant to the product/ the substance/ the preparation.
Selection of the glove material on consideration of the penetration times, rates of diffusion and the degradation.
Material of gloves
The selection of the suitable gloves does not only depend on the material, but also on further marks of quality and varies from manufacturer to manufacturer. As the product is a preparation of several substances, the resistance of the glove material can not be calculated in advance and has therefore to be checked prior to the application.
Penetration time of glove material
The exact break through time has to be found out by the manufacturer of the protective gloves and has to be observed.
For the permanent contact gloves made of the following materials are suitable:
Nitrile rubber, NBR
Butyl rubber, BR

Eye protection:
Contact lenses should not be worn.
Safety glasses

Body protection:
Boots
Apron
Full head, face and neck protection
Impervious protective clothing

Limitation and supervision of exposure into the environment
No further relevant information available.

Risk management measures
Organizational measures should be in place for all activities involving this product.

Ingredients with limit values that require monitoring at the workplace:

5124-30-1 4,4'-methylenedi(cyclohexyl isocyanate)
REL (USA) Short-term value: C 0,11 mg/m³, C 0,01 ppm
TLV (USA) 0,054 mg/m³, 0,005 ppm
EL (Canada) Short-term value: C 0,01 ppm / Long-term value: 0,005 ppm
EV (Canada) 0,005 ppm

77-58-7 dibutyltin dilaurate
PEL (USA) 0,1 mg/m³ as Sn
REL (USA) 0,1 mg/m³ as Sn, Skin
TLV (USA) Short-term value: 0,2 mg/m³ / Long-term value: 0,1 mg/m³ as Sn; Skin
EL (Canada) Short-term value: 0,2 mg/m³ / Long-term value: 0,1 mg/m³ as Sn; Skin

DNELs No further relevant information available.
PNECs No further relevant information available.

9 PHYSICAL AND CHEMICAL PROPERTIES

Appearance:	Clear yellow Liquid		
Physical State:	Liquid	**Volatile organic compound:**	0 g/L
Specific Gravity or Density:	1 g/cm³		

10 STABILITY AND REACTIVITY

Chemical Stability:	No decomposition if used and stored according to specifications.
Conditions to Avoldentification:	Keep ignition sources away - Do not smoke. Store away from oxidizing agents.
Materials to Avoldentification:	Reacts with water. Reacts with oxidizing agents. Reacts with alkali, amines and strong acids. Contact with acids releases toxic gases. Reacts with peroxides and other radical forming substances. Reacts with certain metals.
Hazardous Decomposition:	Isocyanate Nitrogen oxides Carbon monoxide and carbon dioxide Hydrogen cyanide (prussic acid)
Hazardous Polymerization:	Reacts with water.

11 TOXICOLOGICAL INFORMATION

Acute toxicity:

Primary irritant effect:
on the skin: Irritant to skin and mucous membranes.
on the eye: Irritating effect.
Sensitization:
Sensitization possible through inhalation.
Sensitization possible through skin contact.

Additional toxicological information:
The product shows the following dangers according to the calculation method of the General EU Classification Guidelines for Preparations as issued in the latest version:
Toxic
Harmful
Irritant
Danger through skin adsorption.
Toxic and/or corrosive effects may be delayed up to 24 hours.

Sensitisation: Sensitization possible by inhalation and/or dermal contact.

Repeated dose toxicity:
May cause damage to organs through prolonged or repeated exposure .
Repeated exposures may result in skin and/or respiratory sensitivity.

12 ECOLOGICAL INFORMATION

Aquatic toxicity: The product contains materials that are harmful to the environment.

Persistence and degradability Not easily biodegradable

Bioaccumulative potential May be accumulated in organism

Mobility in soil No further relevant information available.

Ecotoxical effects:
Remark:
Harmful to fish
Due to mechanical actions of the product (e.g. agglutinations) damages may occur.
The product is oxygen-consuming. The declared action may be partly caused by lack of oxygen.

Additional ecological information:
General notes:
This statement was deduced from products with a similar structure or composition.
The product contains heavy metals. Avoid transfer into the environment. Specific preliminary treatments are necessary
Due to available data on eliminability/decomposition and bioaccumulation potential prolonged term damage of the environment can not be excluded.
Water hazard class 2 (German Regulation) (Self-assessment): hazardous for water.
Do not allow product to reach ground water, water course or sewage system.
Danger to drinking water if even small quantities leak into the ground.
Harmful to aquatic organisms

Results of PBT and vPvB assessment
PBT: Not applicable.
vPvB: Not applicable.

Other adverse effects No further relevant information available.

13 DISPOSAL CONSIDERATIONS

Recommendation
Must not be disposed together with household garbage. Do not allow product to reach sewage system.

Uncleaned packaging:
Recommendation: Disposal must be made according to official regulations.
Recommended cleansing agents: Water, if necessary together with cleansing agents.

14 TRANSPORT INFORMATION

UN-Number:

DOT, ADR, ADN, IMDG Not Regulated
IATA UN3334

UN proper shipping name:

DOT, ADR, ADN, IMDG Not Regulated
IATA Aviation regulated liquid, n.o.s. (Hydrogenated MDI Polypropylene glycol copolymer)

Transport hazard class(es):

DOT, ADR, ADN, IMDG
Class Not Regulated

IATA
Class 9 Miscellaneous dangerous substances and articles.
Label 9

Packing group:

DOT, ADR, IMDG Not Regulated
IATA III

Environmental hazards:

Marine pollutant: No
Special precautions for user Not applicable.
Transport in bulk according to Annex II of MARPOL73/78 and the IBC Code Not applicable.

Transport/Additional information:

IMDG
Limited quantities (LQ) -
Excepted quantities (EQ) Code: -
UN "Model Regulation": -

15 REGULATORY INFORMATION

Component (CAS#) [%] - CODES

Poly[oxy(methyl-1,2-ethanediyl)], .alpha.-hydro-.omega.-hydroxy-, polymer with 1,1'-methylenebis[4-isocyanatocyclohexane] (9042-82-4) [50-100%] TSCA

Cyclohexane, 1,1'-methylenebis[4-isocyanato- (5124-30-1) [<10%] MASS, OSHAWAC, PA, SARA313, TSCA, TXAIR

Morpholine, 4,4'-(oxydi-2,1-ethanediyl)bis- (6425-39-4) [<10%] TSCA

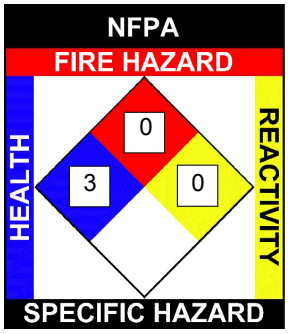
Stannane, dibutylbis[(1-oxododecyl)oxy]- (77-58-7) [<5%] GADSL, TSCA

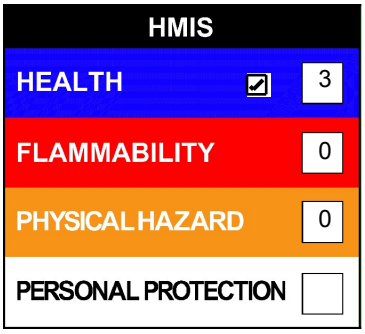
Regulatory CODE Descriptions

TSCA = Toxic Substances Control Act
MASS = MA Massachusetts Hazardous Substances List
OSHAWAC = OSHA Workplace Air Contaminants
PA = PA Right-To-Know List of Hazardous Substances
SARA313 = SARA 313 Title III Toxic Chemicals
TXAIR = TX Air Contaminants with Health Effects Screening Level
GADSL = Global Automotive Declarable Substance List (GADSL)

16 OTHER INFORMATION

NFPA: Health = 3, Fire = 0, Reactivity = 0, Specific Hazard = n/a
HMIS III: Health = 3(Chronic), Fire = 0, Physical Hazard = 0





This information is based on our present knowledge. However, this shall not constitute a guarantee for any specific product features and shall not establish a legally valid contractual relationship.

Revision Date: 6/12/2018

Preventative Maintenance PIP

Introduction:
Effective and consistent maintenance practices are crucial for ensuring optimal performance and longevity of Competitive Surfacing Solutions (CSS) Pour-in-Place Surfacing Solution and adherence to these practices are required to maintain validity of CSS Warranties. This document outlines key maintenance guidelines to be followed for the care and preservation of the CSS PIP Solution.

1) **Limitations and Footwear:**
   a) The CSS Premium PIP surface is not designed to support motor vehicle access.
   b) It is not suitable for high heels, cleats, or any other non-flat footwear. Users should adhere to appropriate footwear guidelines to prevent damage.

2) **Debris Management:**
   a) Regular maintenance is required to keep the surface free of debris.
   b) Debris removal can be achieved through sweeping, blowing, or power washing.
   c) Monthly washing of the surface is recommended to maintain cleanliness and appearance.

3) **Damage Reporting:**
   a) Any damage to the surface, especially if it exceeds a depth of 0.2 inches, must be reported immediately for prompt repair.
   b) Timely reporting and repair of damages contribute to the overall durability of the surface.

4) **CSS Surface Seal Application:**
   a) The application of CSS Surface Seal is a critical component of the maintenance routine.
   b) CSS Surface Seal must be applied at least every two years, starting from the completion of the initial installation.
   c) This routine application helps protect the surface from environmental elements, enhances color retention, and prolongs the life of the system.

5) **Maintenance Schedule:**
   a) Weekly:
      i) Visual inspection for any visible damage or foreign objects.
      ii) Light sweeping or blowing to remove loose debris.
   b) Monthly:
      i) Thorough washing of the surface to remove accumulated dirt and stains using a power washer if needed.
   c) As Needed:
      i) Immediate reporting and repair of any damages exceeding 0.2 inches in depth.
   d) Biennially:
      i) Application of CSS Surface Seal every two years.

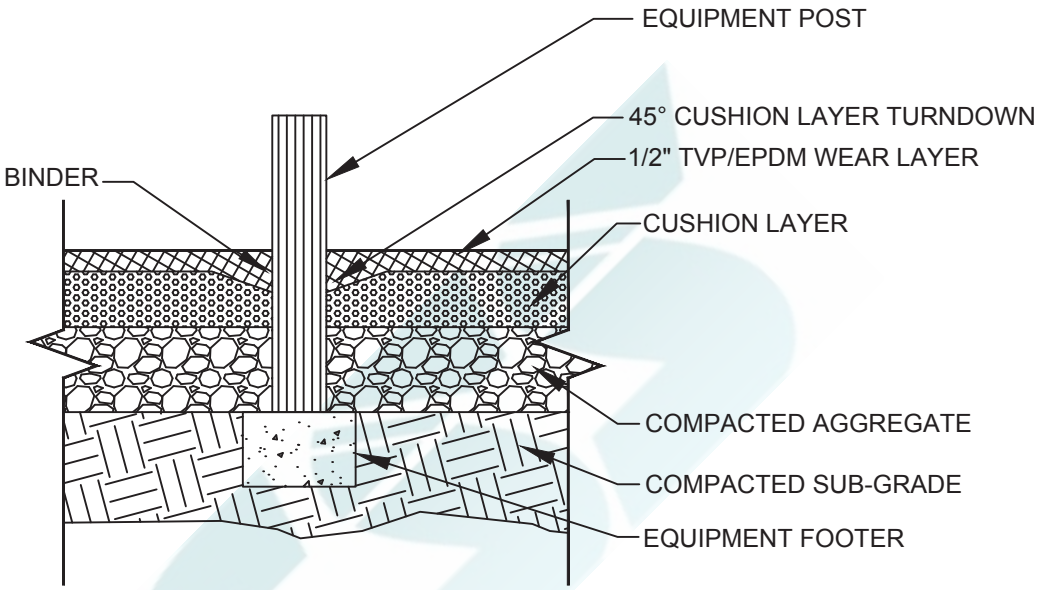
6) **Maintenance Equipment:**

a) Soft-bristle brooms for routine sweeping.
b) Blowers for debris removal.
c) Power washer for thorough cleaning (as needed).
    i) Power washing should be done at no less than 6' from surface to avoid over agitation of surfacing.
d) Mild detergent or approved surface cleaner for monthly washing.
e) CSS Surface Seal application tools as recommended by the manufacturer.

7) Environmental Considerations:
a) Avoid the use of harsh chemicals or abrasive cleaning materials.
b) Avoid over agitation through high pressure washing.
c) Consider environmental conditions when planning maintenance activities.

8) Record Keeping:
a) Maintain a maintenance log detailing activities performed, dates, and any repairs undertaken.

Conclusion:
Adherence to this preventative maintenance plan is essential for maximizing the performance and longevity of CSS Pour-in-Place Surfacing Solution. Regular care and prompt attention to damages contribute to the sustained quality and safety of the surface.

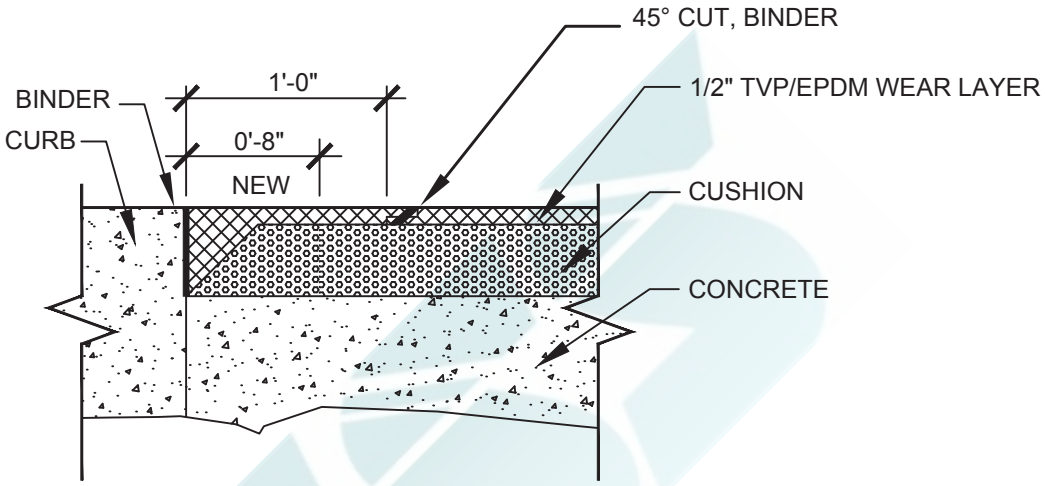


NOTES:

1. INSTALLATION SHALL BE COMPLETED IN ACCORDANCE WITH MANUFACTURER SPECIFICATIONS.
2. TOTAL THICKNESS OF SYSTEM BASED ON CRITICAL FALL HEIGHT OF EQUIPMENT.
3. COMPACTED AGGREGATE LAYER SHALL BE A MINIMUM 4" DEEP 95% COMPACTED ABC OR RECYCLED ASPHALT.

SURFACING SOLUTION: POUR-IN-PLACE AT EQUIPMENT

N.T.S.

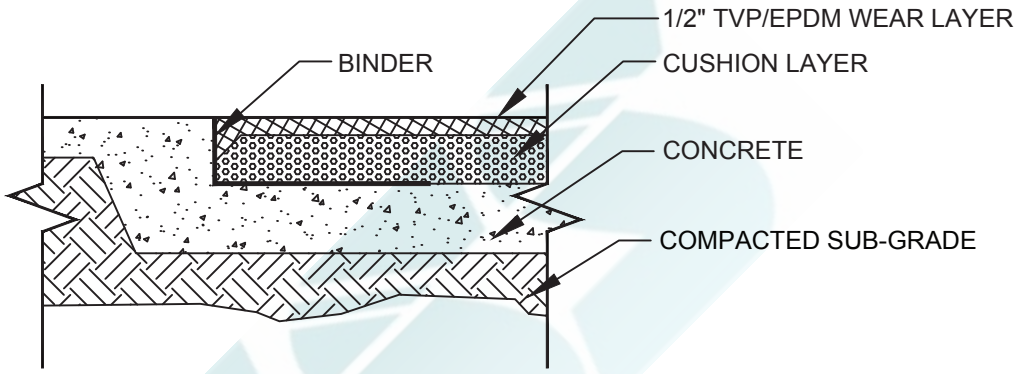


NOTES:

1. INSTALLATION SHALL BE COMPLETED IN ACCORDANCE WITH MANUFACTURER SPECIFICATIONS.
2. TOTAL THICKNESS OF SYSTEM BASED ON CRITICAL FALL HEIGHT OF EQUIPMENT.
3. COMPACTED AGGREGATE LAYER SHALL BE A MINIMUM 4" DEEP 95% COMPACTED ABC OR RECYCLED ASPHALT.

SURFACING SOLUTION:
POUR-IN-PLACE EDGE REPAIR

N.T.S.

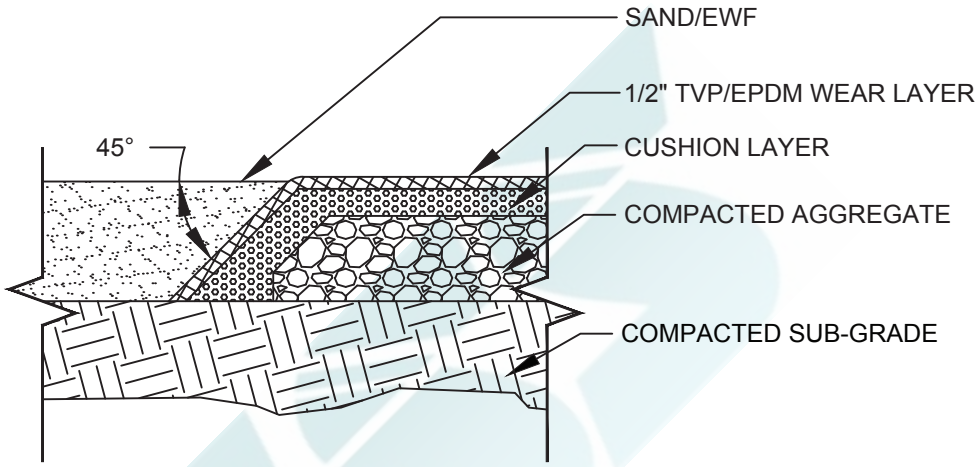


NOTES:

1. INSTALLATION SHALL BE COMPLETED IN ACCORDANCE WITH MANUFACTURER SPECIFICATIONS.
2. TOTAL THICKNESS OF SYSTEM BASED ON CRITICAL FALL HEIGHT OF EQUIPMENT.

SURFACING SOLUTION:
POUR-IN-PLACE OVER CONCRETE

NTS

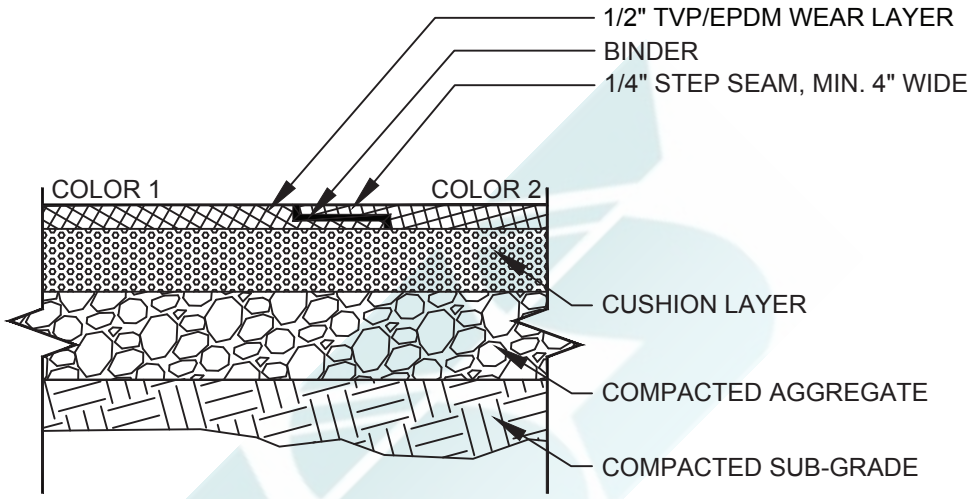


NOTES:

1. INSTALLATION SHALL BE COMPLETED IN ACCORDANCE WITH MANUFACTURER SPECIFICATIONS.
2. TOTAL THICKNESS OF SYSTEM BASED ON CRITICAL FALL HEIGHT OF EQUIPMENT.
3. COMPACTED AGGREGATE LAYER SHALL BE A MINIMUM 4" DEEP 95% COMPACTED ABC OR RECYCLED ASPHALT.

SURFACING SOLUTION: POUR-IN-PLACE LOOSE FILL TURNDOWN

N.T.S.

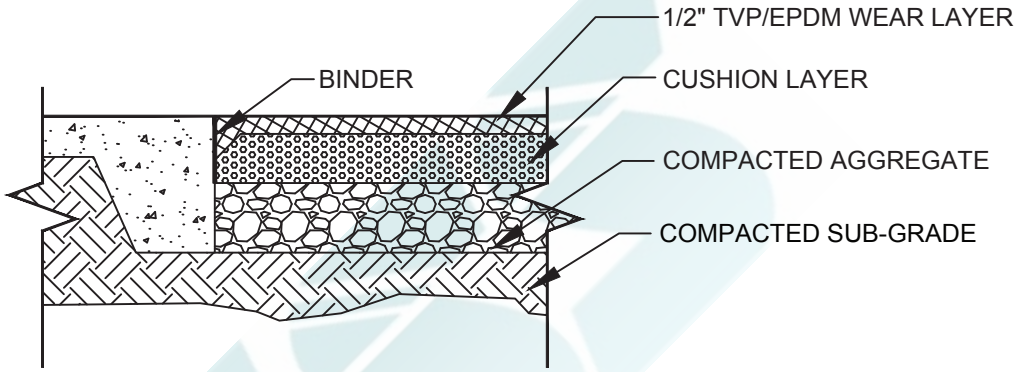


NOTES:

1. INSTALLATION SHALL BE COMPLETED IN ACCORDANCE WITH MANUFACTURER SPECIFICATIONS.
2. TOTAL THICKNESS OF SYSTEM BASED ON CRITICAL FALL HEIGHT OF EQUIPMENT.
3. COMPACTED AGGREGATE LAYER SHALL BE A MINIMUM 4" DEEP 95% COMPACTED ABC OR RECYCLED ASPHALT.

SURFACING SOLUTION:
POUR-IN-PLACE SEAM TRANSITION

N.T.S.



NOTES:

1. INSTALLATION SHALL BE COMPLETED IN ACCORDANCE WITH MANUFACTURER SPECIFICATIONS.
2. TOTAL THICKNESS OF SYSTEM BASED ON CRITICAL FALL HEIGHT OF EQUIPMENT.
3. COMPACTED AGGREGATE LAYER SHALL BE A MINIMUM 4" DEEP 95% COMPACTED ABC OR RECYCLED ASPHALT.

SURFACING SOLUTION:
POUR-IN-PLACE OVER COMPACTED AGGREGATE

NTS

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
LONESOME VALLEY CONTRACTING, LLC DBA
COMPETITIVE SURFACING SOLUTIONS
FOR
RUBBERIZED PLAYGROUND SURFACING

EXHIBIT B
Scope of Work

In accordance with the terms and conditions of this Agreement and the City of Tempe Cooperative Purchasing Agreement, Contract No. T24-125-01, for Rubberized Playground Surfacing, available through the Strategic Alliance for Volume Expenditures (S.A.V.E.) Purchasing Cooperative, the City is retaining Lonesome Valley Contracing, LLC dba Competitive Surfacing Solutions, for the installation, renovation, repair, and maintenance of rubberized playground surfacing and related services, materials, and accessories for citywide parks, recreational facilities, and splash pads on an as needed basis.

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
LONESOME VALLEY CONTRACTING, LLC DBA
COMPETITIVE SURFACING SOLUTIONS
FOR
RUBBERIZED PLAYGROUND SURFACING

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method and pricing for compensation will be based on the City of Tempe Cooperative Purchasing Agreement with Lonesome Valley Contracting, LLC dba Competitive Surfacing Solutions, Contract No. T24-125-01, for Rubberized Playground Surfacing available through the Strategic Alliance for Volume Expenditures (S.A.V.E.) Purchasing Cooperative.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Statement of Work must not exceed $450,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Goods and services shall be purchased in accordance with the terms, conditions, and rates as set forth in the City of Tempe Cooperative Purchasing Agreement with Lonesome Valley Contracting, LLC dba Competitive Surfacing Solutions, Contract No. T24-125-01, for Rubberized Playground Surfacing available through the Strategic Alliance for Volume Expenditures (S.A.V.E.) Purchasing Cooperative.

Projects shall be quoted in writing and shall be reviewed by an authorized City of Glendale representative who shall verify that it meets the contractual pricing before any work begins.

Once the project has been completed, Contractor shall provide a detailed invoice to the City of Glendale. All invoices must match the quote provided and be confirmed by the City of Glendale authorized representative prior to paying.

Invoicing: Contractor to provide invoice(s) to City of Glendale authorized representative for payment of the invoice(s) and paid in accordance with city procedures through the City of Glendale Finance Department. Any issues regarding billing or invoicing must be directed to the City of Glendale Parks and Recreation Department requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

a. Contractor name, address, and contact information;
b. City billing information;
c. City contract number as listed on the first page of the Agreement;
d. City of Tempe/S.A.V.E. contract number;
e. Purchase Order number;
f. Invoice number and date;
g. Payment terms;

h. Date of service or delivery;
i. Description of materials or services provided;
j. If materials provided, the quantity delivered and pricing of each unit;
k. Site name(s) and service addresses associated with the contract;
l. Applicable taxes;
m. Total amount due.

AGENDA ITEM: 18.

CITY COUNCIL REPORT

MEETING DATE: 05/12/2026
SUBMITTED FOR: Purab Adabala, Director
DEPARTMENT: Transportation

Subject

AUTHORIZATION TO ENTER INTO LINKING AGREEMENT WITH MODEL 1 COMMERCIAL VEHICLES, INC. FOR THE PURCHASE OF TRANSIT GOODS AND SERVICES
Presented by: Aliudeen Khan-Abrahim, Deputy Director, Transportation

Purpose and Recommended Action

This is a request for the City Council to authorize the City Manager to enter into a Linking Agreement with Model 1 Commercial Vehicles, Inc. for the purchase, service, and repair of transit buses. Under this agreement, the City may purchase buses, parts and repair services for an amount not to exceed $7,000,000 and purchase parts and repair services for the current fleet of buses for an amount not-to-exceed $125,000. This will bring the total not-to-exceed amount for the entire term of the agreement to $7,125,000, and authorize the City Manager to renew the agreement, at his discretion, for an additional four (4) one-year terms, renewable on an annual basis until the Cooperative Purchasing Agreement expires on April 30, 2031.

Background

The City of Glendale owns and operates buses to provide various transit services to the residents of Glendale. This agreement will help with the procurement and maintenance of transit assets.

Analysis

On April 1, 2026, the State of Arizona entered into contract CTR080563 with Model 1 Commercial Vehicles, Inc. through the Invitation for Bid (IFB) process (BPM007074). The intent was to establish a statewide contract with reliable, capable contractors who can provide wheelchair-accessible vehicles, wheelchair lifts, and other pertinent bus services.

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

Previous Related Council Action

No previous council item.

Community Benefit/Public Involvement

The use of outside vendors for service and repair of transit buses supplements internal service capacity and allows for the most expeditious return of vehicles to City operations for smooth and uninterrupted delivery of transit services to the public.

Fiscal Impact

Fiscal Year:	FY2026-27
Fiscal Year Amount Requested:	$2,025,000
Budgeted Y/N?:	N
Account:	Various
Transfer Required? Y/N:	N
If Yes, what account will be used?:	

Budget and Financial Impacts:

Funding for this item will be available in the FY2026-27 Transportation operating budget. Future Federal Transit Administration (FTA) grant funding, along with the matching funds from Public Transportation Funds (PTF), will be used for the purchase of buses. Additionally, a combination of grant funds, PTF, and the Glendale Transportation Sales Tax, and Equipment Management operating budgets will be used to cover the costs of parts and repair services. Expenditures in future fiscal years are contingent upon Council budget approval.

Attachments

Agreement

How was the item procured: Linking Agreement

Strategic Plan Connection:

Tier 1 Objective: Improve Community Experience

Docusign Envelope ID: C39CFE0B-2A9B-4C78-B3D7-E2DF1690FB91

ARIZONA DEPARTMENT OF TRANSPORTATION

OFFER AND ACCEPTANCE

OFFER

TO THE STATE OF ARIZONA:

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

Model 1 Commercial Vehicles, Inc. Offeror (Company) Name	Signature of Person Authorized to Sign Offer 12/22/2025 Date
9225 Priority Way Dr; STE 300 Address	Jason Spore; Transit Bid Manager Printed Name and Title
Indianapolis, IN 46240 City, State, Zip	Transit Bid Manager Title
biddepartment@model1.com Email Address	Jeff Pilon; Public Sector Sales West Contact Name and Title
☐ By checking this box, Offeror is certifying that it is exempt from the requirements regarding the forced labor of ethnic Uyghurs and boycott of Israel because of one of the following: Contractor is a Sole proprietorship, has fewer than ten (10) employees; or is a non-profit organization.	jpilon@model1.com Contact Email Address 888-633-8380 Contact Phone Number

CERTIFICATION: By signature in the above, Offeror certifies that it:

1. Will not discriminate against any employee or applicant for employment in violation of any Federal anti-discrimination laws, rules, regulations or executive orders, [Arizona] State Executive Orders 2023-09, 2023-01, 2009-09 or A.R.S. §§ 41-1461 through 41-1465;
2. 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 will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
3. Complies with A.R.S. § 18-132 when offering electronics or information technology products, Services, or maintenance;
4. Has submitted this Offer as a firm offer for 180 days following the Solicitation due date and time per the Instruction to Offerors. Any extensions to the Offer Acceptance Period shall be made in accordance with A.A.C. R2-7-C310;
5. Did not and will not involve collusion or other anti-competitive practices; and
6. Is not debarred from, or otherwise prohibited from, participating in any contract awarded by federal, state, or local government;
7. Does not participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. § 35-393 et seq. (Unless exempt)
8. Does not participate in the use of forced labor of ethnic Uyghurs as described in A.R.S. § 35-394. (Unless exempt)

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.

The Contract shall henceforth be referred to as Contract No. CTR080563

The effective date of the Contract is 04/01/2026

The Contractor is cautioned not to commence any billable work or to provide any Material or Service under this Contract until Contractor tor receives purchase order, contract release document, or written notice to proceed.

State of Arizona Awarded this 9th **day of** February **20**26

DocuSigned by:
Pamela Veal
69C61CE38A6E4BB...
2/9/2026

Pamela Veal
Procurement Manager

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION
1655 W. Jackson St., MD 100P
Phoenix, AZ 85007

INVITATION FOR BID

SOLICITATION NUMBER: BPM007074

DESCRIPTION: Mobility Vehicle and Conversion Services.
Mobility Vehicle Modification services for Client owned equipment.

QUESTIONS: Inquiries regarding the solicitation are to be submitted online through the State's e-Procurement system, Arizona Procurement Portal (APP) (https://app.az.gov/) using the Discussion Forum tab.

OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION.

Tom Kornell
Senior Procurement Officer
Phone: 602-712-8520
Email: Tkornell@azdot.gov

This solicitation is issued in accordance with A.R.S. §41-2533 and A.A.C. R2-7-B301 et seq., Competitive Sealed Bidding.

"An Equal Opportunity Agency"

The Arizona Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Americans with Disabilities Act (ADA), hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin in consideration for an award.

Persons that require a reasonable accommodation based on language or disability should contact ADOT's Procurement Office by phone (602) 712-7466. Requests should be made as early as possible to ensure the State has an opportunity to address the accommodation.

Las personas que requieran asistencia (dentro de lo razonable) ya sea por el idioma o discapacidad deben ponerse en contacto con ADOT (602) 712-7466.

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1. Statement of Need

1.1. Pursuant to the Arizona Procurement Code, A.R.S. §41-2501 et seq., the State of Arizona Department of Transportation (Department), has a requirement for Statewide Mobility Vehicles, Conversion Services and Mobility Vehicle Modification services for Client owned equipment.

2. Introduction and Background

2.1. The State intends to establish a statewide term contract(s) with reliable and capable contractors who can provide wheelchair accessible vehicles, and wheelchair lifts, services and convert existing vehicles as required.

2.2. The Department does not limit competition to entities that have not acquired a Arizona State license. This procurement is not limited to in-state dealers.

3. General Requirements

3.1. Contractors may provide the goods/services described in any or all of the following categories below:

3.1.1. Category One: FTA funded vehicles and components
3.1.2. Category Two: State funded vehicles and components
3.1.3. Category Three: Optional Services (including conversions, modifications and vehicle wraps)
3.1.4. Category Four: Vehicle Modification services for Client owned equipment

4. Specific Requirements

4.1. The intent of the scope of work is to provide the Contractor with sufficient information concerning the products/services to be contracted. The scope of work may be detailed or general in nature with regard to any particular product/service. Where not otherwise specified, details of materials or the way in which services will be provided, are left to the discretion of the Contractor, provided only that any offering shall conform, as a minimum, to best industry standards' and practices and to what is currently being sold in the marketplace.

4.2. Contractors shall have the sufficient means to meet the requirements of 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, 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, delivery of vehicles to multiple locations around the state and Contractor must maintain Six (6) months of funding for Category 4.

4.3. Standards and Functions

4.3.1. All equipment and vehicles shall conform to all applicable (OSHA) Occupational Safety and Health Administration, (EPA) Environmental Protection Agency, (ADA)

Americans with Disabilities Act 49 C.F.R. § 38), Federal Transit Administration Bus Testing Program (Altoona Research and Testing Center), (FMVSS) Federal Motor Vehicle Safety Standards, (NHTSA) National Highway Traffic Administration, National Mobility Equipment Dealers Association (NMEDA) standards and Buy America regulations and to all industry standards in effect at the time of delivery.

4.3.2. The equipment supplied shall be the standard model of a manufacturer with experience in the production of wheelchair accessible vehicles. Each unit shall include all specified accessories, parts, equipment and options that are listed in the manufacturer's specifications as standard equipment for the specific model, unless otherwise required by an eligible agency. All workmanship and materials shall be of good quality and design. In the event that the manufacturer issues a new model before completion of this contract, all item changes that do not appreciably affect function and performance of the chassis, including cosmetic changes will be accepted.

4.3.3. The Contractor shall be responsible for delivery of all vehicles in a complete, ready-for-use condition with all components functioning; cleaned, tested, lubricated, serviced and full of fuel.

4.3.4. Each component of the equipment response shall be adequate for and compatible with all structural and performance demands placed upon it as part of the complete unit.

4.3.5. All dimensions weights, wire or metal gauges, or other factors expressed numerically in this specification are to be considered as nominal requirements (+ or – 10%) unless indicated otherwise by the words "Minimum", or "Exactly". Where brand names, with or without arrangement numbers, are mentioned, bidders are to understand that brand name or equal is intended.

4.3.6. Equipment being installed shall be new, unused and not refurbished.

4.3.7. Equipment shall not be a prototype insofar as the general design operation and performance. This requirement is NOT meant to preclude Contractors from offering new models or configurations which incorporate improvements in a current design or add functionality but which in such a new model or configuration may be new to the marketplace.

4.3.8. Equipment shall include any and all accessories which may or may not be specifically mentioned, however which are normally furnished or which are necessary to make a delivered product ready for its intended use. Such accessories shall be assembled, installed and adjusted such that the product is ready for continuous operation at time of delivery.

4.3.9. Equipment shall have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a particular product as may be purchased simultaneously by any eligible agency.

4.3.10. Equipment shall be designed and constructed using current industry accepted engineering and safety practices and materials.

4.4. Category One: FTA Funded Vehicle and Component requirements:

4.4.1. Category One specifications are intended to describe and to set a minimum requirement for (not to design) vehicles that will be used at a minimum by grantees of Federal Transit Administration (FTA) funding. The Contractor shall comply with all FTA rules and regulations related to FTA funded vehicles.

4.4.2. The Department awards funds to grant sub-recipients the ability to purchase vehicles and vehicle services for programs performed on behalf of the FTA and the Department. Eligible sub-recipients of these funds include: Federally Recognized Tribal Agencies, Councils of Governments, Metropolitan Planning Organizations, non-profits, local governments, and transit authorities. The grant contracts require them to procure services following FTA requirements. In order to ensure compliance, the Department's sub-recipients will be eligible to use the awarded contracts for relevant purchases.

4.4.3. An equipment certification label or placard of conformation to requirements established in 48 C.F.R. §567.4 shall be installed when applicable.

4.4.4. All vehicles supplied shall be based on a commercially produced platform. The Contractor shall certify that the platform supplied complies with provisions of the Buy America (49 U.S.C. § 5323(j)(1)) and 49 CFR §661.11 and Appendices A to D.

4.4.5. All vehicles shall be at a minimum OEM standard and be compatible with GVWR of the completed vehicle after all conversions.

4.4.6. All vehicles are to be delivered as complete units, certified and ready for immediate operation anywhere within the State of Arizona as designated by the Eligible Agency.

4.4.7. All Parts, equipment and accessories shall conform in strength, quality of material and workmanship to recognized industry standards.

4.4.8. The complete equipment/material supplied shall not include a major component that is of a prototype nature or has not been in production for a sufficient length of time to demonstrate reliability.

4.4.9. Accessibility: Vehicles must comply with the accessibility requirements of US DOT regulations "Transportation Services for Individuals with Disabilities (ADA)", 49 CFR Part 37, and Joint Access Board / DOT Regulations "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles" 36 CFR Part I192 and 49 CFR Part 38.

4.4.10. Transit Vehicle Manufacturer Compliance with DBE Requirements: Before a transit vehicle manufacturer (TVM) may submit a bid or proposal to provide vehicles to be

financed with FTA assistance, 49 CFR 26.49 requires the TVM to submit a certification that it has complied with FTAs DBE requirements.

4.4.11. Air Pollution and Fuel Economy: Vehicles must comply with applicable Federal air pollution control and fuel economy regulations, such as EPA regulations, “Control of Air Pollution from Mobile Sources,” 40 CFR Part 85; EPA regulations, “Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines,” 40 CFR Part 86; and EPA regulations, “Fuel Economy of Motor Vehicles,” 40 CFR Part 600.

4.4.12. Bus Testing: New bus models or a bus with significant alterations to an existing model must comply with applicable requirements of 49 U.S.C. Section 5318, as amended, and FTA regulations, “Bus Testing,” 49 CFR Part 665. The Contractor shall perform the following:

4.4.12.1 A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient prior to the recipient's final acceptance of the first vehicle.

4.4.12.2 A manufacturer who releases a report under para. 1 above shall provide notice to the operator of the testing facility that the report is available to the public.

4.4.12.3 If the manufacturer represents that the vehicle model was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to the recipient's final acceptance of the first vehicle. If configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

4.4.12.4 If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the US before Oct. 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

4.4.13 PRE-AWARD and POST- DELIVERY Audit Requirements: The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. §663 and to submit the following certifications:

4.4.13.1 Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists: Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

4.4.13.2 The Contractor shall submit evidence that it will be capable of meeting the designated specifications: Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

4.4.13.3 Exhibit 5, 6, 7, and 8 includes the certification information which includes all documents that must be provided at the time of quote and delivery.

4.4.13.4 Contractors offering Category 1 shall be required to sign and submit Exhibit 08 after award of Contract.

4.4.14 Preventative Maintenance (PM) & Safety Program Requirements for new vehicles

4.4.14.1 Contractor shall provide for each eligible agency vehicle recipient a comprehensive preventative maintenance (PM) program manual in hardcopy along with an electronic copy or website link. The PM program shall have detailed procedures and stipulate required and recommended intervals (miles and/or months, as applicable) for the supplied vehicle including all components.

4.4.14.2 Maintenance components and procedures shall be discussed within the context of required minimum factory maintenance items and intervals, Factory, secondary manufacturer or vendor suggested additional maintenance items and the anticipated operating environment found in Arizona, i.e. heavy service conditions due to terrain/topography and climate.

4.4.14.3 Contractor shall place a special emphasis on ***safety systems*** and the importance for maintenance of related components, including but not limited to regular tire and suspension system inspection and replacement intervals and brake system maintenance.

4.4.14.4 This section should include a specific discussion on high center of gravity vehicle dynamics and the impact of poor maintenance on the operation of these critical systems and overall vehicle safety.

4.4.14.5 The PM program will explain the value of pre-trip inspection, the importance of recurrent training, warranties, how to select local maintenance contractors and the relationship between the contractor and eligible agency.

4.4.14.6 The supplied PM program shall provide the vehicle recipient basic “performance targets” and a self-evaluation system to design their individual programs around.

4.4.14.7 The minimum outlines and details for the required PM program are stated as follows:

4.4.14.7.1 External and structural body and chassis components:

4.4.14.7.2 Exterior, interior and structural (frame, body panel, doors, windows, suspension components, inspection and maintenance).

4.4.14.7.3 Tire replacement, repair or rotation

4.4.14.7.4 External accessory systems (windshield wiper assembly, mirrors, etc.)
4.4.14.7.5 Brake systems
4.4.14.7.6 Steering systems
4.4.14.7.7 Lights-exterior and interior
4.4.14.7.8 Cleaning, shampoo, detail
4.4.14.7.9 Minor body touch up and paint
4.4.14.7.10 Engine & drive train components to include but not be limited to:
4.4.14.7.11 Oil & filter change intervals
4.4.14.7.12 Drive and accessory belt and hose inspection and change intervals
4.4.14.7.13 Valve and timing adjustments
4.4.14.7.14 Electrical/electronic components including but not limited to:
4.4.14.7.15 Ignition system, alternator and battery(s)
4.4.14.7.16 On-board diagnostic computer
4.4.14.7.17 Coolant system maintenance, including flush & replace
4.4.14.7.18 Fuel systems
4.4.14.7.19 Transmission oil and filter changes and other transmission checks.
4.4.14.7.20 Driveshaft components & operation
4.4.14.7.21 Rear differential maintenance, noting limited slip-specific maintenance where applicable
4.4.14.7.22 Wheelchair related components:
4.4.14.7.23 Lift cycling (observation, inspection)
4.4.14.7.24 Lift electrical (including lights), hydraulic and mechanical systems
4.4.14.7.25 Transmission interlock system
4.4.14.7.26 Wheelchair and other mobility device securement and equipment stowage and maintenance

4.5 Category Two: State Funded Vehicle and Component requirements:

4.5.1 Vehicles shall be at a minimum OEM standard and be compatible with Gross Vehicle Weight Rating (GVWR) of the completed vehicle after all conversions.

4.5.2 Vehicles are to be delivered as a complete unit, certified and ready for immediate operation within the State of Arizona.

4.5.3 The complete equipment/material supplied shall not include a major component that is of a prototype nature or has not been in production for a sufficient length of time to demonstrate reliability.

4.6 Category Three: Optional Services (conversions, modifications, vehicle wraps, etc.):

4.6.1 Vehicle conversions/modifications/vehicle wraps services: The Eligible Agency may request the Contractor to modify any vehicle (existing or new) for specific organizational needs. Vehicles may require interior and/or exterior modifications per Eligible Agency requirements. The Contractor shall identify any conditions that apply to the optional services on a quotation to the using Eligible Agency for review before any work commences.

4.6.2 Eligible agencies may make requests for additions or inclusion of additional specifications, qualifications, conditions, etc. Any requests shall be made in writing

and agreed upon by the Contractor and the eligible agency prior to issuance of any purchase order for services.

4.6.3 An eligible agency may provide an existing vehicle (cab, box, chassis, etc.) to the Contractor for conversion services. It is the sole responsibility of the Eligible Agency to ensure that the vehicle provided is sufficient for conversion (as per vehicle GCWR/GVWR/ etc.). The Eligible Agency shall submit detailed layout plans to the Contractor upon issuing an order for conversion services. The layout plans shall account for all items as may be ordered.

4.6.4 The Contractor shall maintain all manufacturers catalog/price lists for all items in accordance with the contract special terms and conditions. Before beginning work on any order, the contractor shall submit a quote in response to the order detailing all pricing. The eligible agency shall approve all quotes in writing. The contractor may begin work upon eligible agency approval.

4.7 Category Four: Vehicle Modification services for Client owned equipment:

4.7.1 Category Four specifications are intended to describe a set of minimum requirements for vehicle modification services for Rehabilitation Services Administration (RSA) Clients and ADA compliant State vehicles.

4.7.2 Vehicle modification services include changes prescribed by a Certified Driving Rehabilitation Specialist (CDRS) to a passenger car, van, SUV or other motor vehicle that permits an individual with a disability to safely drive or ride as a passenger. In accordance with the National Mobility Equipment Dealers Association (NMEDA) and its Quality Assurance Program (QAP) the following types of vehicle modifications are included:

4.7.2.1 Mobility Equipment Installation
4.7.2.2 Structural Vehicle Modification
4.7.2.3 High Tech Driving Systems Installation

4.7.3 Structural Vehicle Modification is typically referred to as “conversion,” which allows the client to enter/exit the vehicle with or in their wheelchair. Structural modifications are done only upon vehicles with an odometer reading of less than 50,000 miles.

4.7.4 Structural modifications may include, but are not limited to:

4.7.4.1 Lowered floor (10”, 11”, 12”, 14”)
4.7.4.2 Power door
4.7.4.3 Ramp or lift
4.7.4.4 Hydraulic “kneel” features
4.7.4.5 Manual securement system for wheelchair
4.7.4.6 Raised roof
4.7.4.7 Manual securement system for wheelchair
4.7.4.8 Raised roof
4.7.4.9 Some door modifications

4.7.5 Non-Structural Modifications may include, but are not limited to:

4.7.5.1 Hand controls;
4.7.5.2 Additional mirrors;
4.7.5.3 Left foot accelerator;
4.7.5.4 Steering device such as a spinner knob or cuff;
4.7.5.5 Car-top or rear wheelchair or scooter carrier;
4.7.5.6 Ignition key or parking brake extensions;
4.7.5.7 Seat belt modifications;
4.7.5.8 Power door opener;
4.7.5.9 Remote ignition;
4.7.5.10 Under-vehicle wheelchair lifts;
4.7.5.11 Swing arm lifts;
4.7.5.12 Wheelchair restraint device;
4.7.5.13 Ramps and/or wheelchair lifts not requiring structural modifications;
4.7.5.14 Transfer seats and/or transfer devices.

4.7.6 High Tech Modifications may include, but are not limited to:

4.7.6.1 Modification of the electrical system;
4.7.6.2 Modification of steering column;
4.7.6.3 Low effort or zero effort steering;
4.7.6.4 Digital “high tech” driving system.

4.7.7 The Contractor shall modify the vehicle and perform all work in accordance with a prescription prepared by a Certified Driving Rehabilitation Specialist (CDRS), in compliance with *National Mobility Equipment Dealers Association* (NMEDA)/ Quality Assurance Program (QAP) standards.

4.7.8 A Request for a Project Cost Proposal or Quote will be provided to the Contractor from the requesting Vocational Rehabilitation Counselor (VRC) via email in the form of a Vehicle Modification Prescription prepared by a CDRS.

4.7.9 An inspection of the vehicle to be modified shall be performed by the Contractor and, for structural and high-tech modifications, consultation with the prescribing CDRS.

4.7.9.1 If the odometer has been tampered with, notify the requesting Counselor to have the vehicle withdrawn from consideration for modification.
4.7.9.2 Verify with the manufacturer that the prescribed modifications are compatible with the make, model and year of the vehicle to be modified. Notify the requesting Counselor when they are not.
4.7.9.3 Vehicles with odometer readings from 50,001 miles to 75,000 miles or older than five (5) years must be inspected and documented by an ASE-certified mechanic to certify the vehicle is in good working order and requires no major repairs, and

4.7.9.4 Notify the requesting Counselor if the odometer reading is greater than 75,000 miles when the Vehicle Modification Prescription is written for structural or high-tech modification.

4.7.10 The Contractor shall prepare and submit for approval to the requesting Counselor a binding, itemized Project Cost Proposal (PCP).The PCP or quote must include anticipated timeframes and defined Payment Points based on deliverables. No work shall be initiated by the Contractor until requested in writing via an RSA Purchase Authorization issued through its Case management system. Any other authorization, whether verbal or by any other means, is not valid.

4.7.11 The Project Cost Proposal shall include the following for all projects:

4.7.11.1 The Contractor's name, address and contract number;
4.7.11.2 The Client's name;
4.7.11.3 The referring RSA Counselor's name
4.7.11.4 Terms of vehicle transportation from a location specified by RSA to the Contractor's facility or other location.
4.7.11.5 Itemized list of costs to include:

4.7.11.5.1 Parts to be utilized, with a description of the parts, the unity required, the individual cost for each part, and a total for each item;
4.7.11.5.2 Labor costs;
4.7.11.5.3 Cost of transportation, shipping and handling, where applicable
4.7.11.5.4 Sales Tax

4.7.11.6 For Structural Vehicle Modifications:

4.7.11.6.1 Structural Preparation - administration and shipping costs for van conversions with
4.7.11.6.2 Structural Completion – costs for completion of structural conversion with anticipated timeframes;
4.7.11.6.3 Project Completion- costs for final fittings, completion of non-structural installations and equipment safety/ maintenance training with anticipated timeframes.

4.7.11.7 For High-Tech Driving System Modifications:

4.7.11.7.1 Structural Preparation - administration and shipping costs for van conversions with anticipated timeframes;
4.7.11.7.2 Structural Completion - completion of structural conversion and shipping and labor costs for initial High Tech preparation with anticipated timeframes;
4.7.11.7.3 High-Tech Preparation –costs for modified vehicle components and High-Tech equipment with anticipated timeframes;
4.7.11.7.4 High-Tech completion – costs associated with completion of High-Tech installations with anticipated timeframes; and

4.7.11.7.5 Project Completion – costs associated with final fitting, completion of non-structural installations and equipment safety/ maintenance training with anticipated timeframes.

4.7.12 The projected number of hours of client training related to equipment and/or material installations.

4.7.13 Liability for the vehicle while work is being done shall be assumed by issuing a written receipt of acceptance signed by the Contractor and the Client when the vehicle is delivered.

4.7.14 Upon receipt of a written RSA Purchase Authorization provide the agreed upon vehicle modification as follows:

4.7.14.1 Arrange with the client for delivery of the vehicle to the Contractor's facility within ten (10) business days after receipt of a written RSA Purchase Authorization from the referring RSA VR Counselor. The Contractor shall not pick up or deliver a Client's vehicle from the Client's home unless authorized by the Department in the form of a written approval. Any arrangement for transportation of the vehicle between the Client and the Contractor shall not be covered under this contract.

4.7.14.2 Modify the vehicle and perform all work in accordance with the CDRS prescription, in compliance with NMEDA/QAP standards, and as authorized by the RSA VR Counselor.

4.7.14.3 Provide the following:

4.7.14.3.1 A Class 3 hitch for hitch mounted carrier devices, unless contraindicated by the vehicle's Gross Vehicle Weight Rating (GVWR) and/or specifications of the carrier device;

4.7.14.3.2 Suspension upgrades to the Client's vehicle as needed. If a suspension upgrade is not needed after installation and testing of the carrier device, notify the RSA VR Counselor who will remove the suspension upgrade from the authorization and issue an amended authorization. Utilize required four- corner scale to weigh power wheelchair or other mobility device when lift capacity is in question.

4.7.14.3.3 Complete the project within the time limit proposed in the Project Cost Proposal.

4.7.14.3.4 Receive prior approval from the RSA Counselor if additional time is required to complete the modifications.

4.7.14.3.5 Work done without prior written authorization or work completed beyond the work authorized shall be considered to be unauthorized and the Contractor shall not be paid for it. Work so done may be ordered to be remove and/or returned to its original condition at the Contractor's expense.

4.7.14.3.6 If a change to the Project requires an increase in the cost, submit a written request to the RSA VR Counselor. The request will be assessed and either approved or denied by the RSA VR Counselor.

If the RSA VR Counselor approves the request, an amended RSA Purchase Authorization will be issued to the Contractor that includes the additional services, materials, and/or equipment.

4.7.14.3.7 The Contractor must certify in writing that all equipment meets or exceeds the requirements established by SAE International, the National Mobility Equipment Dealers Association (NMEDA), and the National Highway Traffic Safety Administration (NHTSA) of the Department of Transportation.

4.7.15 The Contractor shall complete the Quality Assurance Program (QAP) required "Final Inspection" and "Make Inoperative" forms and affix an appropiate label to the vehicle.

4.7.16 The Contractor shall retain the "Make Inoperative" form for five (5) years in the permanent vehicle file and give a copy to the Client.

4.7.17 If the modified or adaptive equipment adds more than 220 pounds to a vehicle, notify the Client of the payload capacity of the vehicle after modifications. This notice shall also include the statement that these calculations do or do not include the weight of the wheelchair. The new payload capacity shall be written on the "Make Inoperative" form.

4.7.18 The Contractor must coordinate vehicle fittings/s, trainings and final inspection as it relates to operation and maintenance of the installed equipment as follows. Arrange for:

4.7.18.1 The acceptance of the vehicle by the CDRS, the Client, and the RSA VR Counselor prior to delivery of the completed vehicle.

4.7.18.2 A date and time for vehicle inspection, fitting and training, if the presence of the CDRS is required by the prescription prior to release of the vehicle, and advise the Client of the time anticipated for the fitting and training services.

4.7.18.3 A second fitting/training session in conjunction with the CDRS when it is anticipated that the fitting and training will exceed four (4) hours, and the presence of the CDRS is required by the prescription, to complete the requirements.

4.7.19 Confirm in writing at the time of vehicle inspection, fitting and training, that:

4.7.19.1 The client is physically present for vehicle fitting.

4.7.19.2 The CDRS is present for the inspection and fitting, if required in the prescription.

4.7.20 The VR Counselor or designee must be present for inspection of structural and high tech modifications.

4.7.21 Training for category four (4) shall be provided at the Contractor's place of business on how to operate and maintain the installed equipment and engage the Client in actual use of all equipment prior to release of the vehicle to the Client. Training may include, but is not limited to:

4.7.21.1 Hands-on practice using the installed equipment;

4.7.21.2 Hands-on practice with back-up safety systems, including manual deployment of the lift or ramp;

4.7.21.3 Hands-on practice using all tie-down systems;

4.7.21.4 A review of user options and/or use of other installed safety or adaptive features; and

4.7.21.5 Correct of any immediately evident installation deficiencies or performance of minor adjustments per the Client's request and/or the recommendation of the CDRS to meet Client accessibility needs prior to acceptance of the vehicle.

4.7.21.6 Provision of the following information to the client:

4.7.21.6.1 A list of all modifications made to the vehicle and the equipment installed;

4.7.21.6.2 Equipment manuals, operation and maintenance instructions from the manufacturer or as developed by the Contractor, as applicable;

4.7.21.6.3 A written statement to the Client (if applicable) to advise of any reduction in the load carrying capacity of the vehicle as specified in the QAP requirements after the modifications are complete, based on the vehicle's Gross Vehicle Weight Rating (GVWR), as well as whether the weight of the Client's wheelchair is included in the available load capacity;

4.7.21.6.4 A wiring diagram identifying all added or modified components and subassemblies by name and by wire color and gauge. The wiring diagram shall be given to the Client as part of the list of modifications;

4.7.21.6.5 A list of unused parts, including all items removed from the vehicle. The list and the unused parts shall be returned to the Client. The Client shall endorse the list, entering a note that the signature either acknowledges receipt of the items or releases them for disposal by the Contractor; and

4.7.21.6.6 Any additional QAP required forms.

4.7.22 Complete a Vehicle Modification Inspection and Acceptance form (Exhibit 8) at the time of inspection and acceptance of the modified vehicle by the Client

4.7.23 Deficiency corrections. The Contractor shall correct any installation deficiencies detected by the Client during utilization of the modified vehicle up to thirty (30) calendar days after acceptance of the vehicle by the Client.

4.7.23.1 After making the corrections, provide a follow-up fitting to ensure client satisfaction with the installation.

4.7.23.2 A second Vehicle Modification Inspection and Acceptance form (Exhibit 8) shall be completed after all deficiencies have been corrected and the Client is satisfied with the modifications.

4.7.23.3 In cases where measurements relating to installation fail to meet the needs of the Client, the Contractor may be held accountable to correct deficiencies or provide an alternative solution at its own expense.

4.7.23.4 In cases where the prescription is deficient in meeting the needs of the client, the Contractor will not be held liable.

4.7.24 The Contractor must maintain the copyrighted manuals for the structural modifications from National Mobility Equipment Dealers Association (NMEDA).

4.7.25 The Contractor must develop and maintain a Quality Management Plan in order to continuously monitor the delivery of services and to ensure that the service provision meets the client's objectives. The quality management plan shall include the following:

4.7.25.1 Incident management, corrective action and preventions;

4.7.25.2 Complaints and grievances;

4.7.25.3 Routine monitoring of Contractor personnel and subcontractors to ensure quality service delivery to RSA clients.

4.7.26 Warranty requirements for Category Four (4) are as follows:

4.7.26.1 The Contractor must warrant for a minimum of one (1) year after final acceptance of vehicle modification that work performed under this contract conforms to the requirements of the prescription and is free of any defects of equipment, material, or workmanship performed by the Contractor or any of its subcontractors or suppliers at any tier.

4.7.26.2 The Contractor must provide and coordinate any warranty service including all parts and labor for the stated manufacturer and the Contractor warranty period(s) to the Client.

4.7.26.3 The warranty for all equipment and services shall start upon final acceptance of the full modification, after correction of all deficiencies, if any.

4.7.26.4 Under the warranty, the Contractor shall remedy at its own expense any damage to the Client's vehicle when that damage is the result of the Contractor's failure to conform to prescription requirements or any defects of equipment, material or workmanship.

4.7.27 **Licensure/Qualification requirements for Category Four (4)** are as follows:

4.7.27.1 The Contractor shall maintain a Membership Certificate from the

National Mobility Equipment Dealers Association (NMEDA) and have accreditation for the Quality Assurance Program (QAP) and hold current, valid manufacturer certifications verifying completion of training on adaptive equipment installations, services performed, and selling of product lines represented by the Contractor. The Contractor shall not bill the State for membership cost.

4.7.27.2 The Contractor shall employ on-site Installers who participate in a minimum of two (2) courses per year from the NMEDA Professional Trainings for Technicians curriculum.

4.7.27.3 The warranty for all equipment and services shall start upon final acceptance of the full modification.

4.7.27.4 The Contractor shall only employ or subcontract with certified welders who meet or exceed the applicable requirements of the American Welding Society (AWS).

4.7.28 Performance Standards for Category Four (4) as follows:

4.7.28.1 Adhere to established schedules and timelines for service provision;

4.7.28.2 Use industry standard equipment to ensure quality installation;

4.7.28.3 Adhere to the NMEDA and Federal Motor Vehicle Safety Standards (FMVSS) standards.

4.7.28.4 Maintain valid and up to date business and professional licenses and documentation.

4.7.28.5 Upon completion of the vehicle modification and prior to drive off, meet with the client, CDRS and VRC to complete the Vehicle Modification Inspection and Acceptance form (Exhibit 8).

4.8 REGISTRATION REQUIREMENTS

4.8.2 Bidder/Proposer Lists:

All proposers bidding on Categories 1, 2 and 3, shall create a Bidders/Proposers list in the AZ UTRACS by selecting all firms, service providers, and vendors that expressed interest or submitted offers or quotes for this contract. The Bidders/Proposers List form must be complete and must include the names for all subcontractors, service providers, and vendors that submitted offers or quotes on this project regardless of the proposer's intentions to use those firms on the project.

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4.8.4 All proposers bidding on Categories 1, 2 and 3, shall complete and submit the Bidders/Proposers List online at AZ UTRACS prior to Offer submittal. If no subcontractors will be utilized, the list is still required. A confirmation email will be generated by the system. The email confirmation shall be submitted with the Offer.

4.8.5 Registration in AZ UTRACS:

Arizona Unified Transportation Registration and Certification System (AZ UTRACS) web portal at https://utracs.azdot.gov is a centralized database for companies that seek to do business with ADOT. This information will be maintained as confidential to the extent allowed by federal and state law.

Prime contractors and all subcontractors (including DBEs) listed in the offer and included on this contract or added to this contract as part of subsequent Task Assignments, must be registered in AZ UTRACS. Contractors may verify that their firm and each subcontractor is registered using the AZ UTRACS website.

5 Contractor's Responsibilities

5.1 The Contractor shall maintain and provide when requested, contact information of authorized service locations.

5.2 The Contractor shall include delivery at no cost to the eligible agencies within the same county as the contractor resides. The contractor may include a delivery fee for any county outside of the dealer's county. Any delivery fees shall be a flat rate charge per county and indicated on pricing form attachment.

5.3 Contractor shall provide appropriate documentation, such as supplying letters, certifications or other documentation that affirm their status as one of the following:

5.3.1 Current authorized dealers:
5.3.2 Current authorized distributors; or
5.3.3 Product manufacturers

5.4 Contractor shall be responsible for processing the registration, licensing, title and plating of all new vehicles ordered. Any fees associated with fulfilling these services shall be included in the base vehicle price.

5.5 The Contractor is responsible for timely reporting of known warranty issues by contracted vehicle type and timely response to warranty issues that arise.

6 Department's Responsibilities

6.1 The Eligible Agencies will provide final acceptance and approval of any equipment and services delivered.

1. CONTRACT TERM

The term of any resultant contract shall commence on the effective day of award and shall continue for a period of twelve months (12) thereafter, unless terminated, cancelled or extended as otherwise provided herein.

2. CONTRACT EXTENSION

By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.

3. ELIGIBLE AGENCIES

This contract shall be for the use of all State of Arizona departments, agencies and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant contract, a university, political subdivision or nonprofit educational or public health institution must have entered into a cooperative purchasing agreement with the State Procurement Office as required by A.R.S. §41-2632. This cooperative purchasing agreement must be in effect at the time of order. The Contractor shall verify if an ordering entity is an eligible cooperative purchasing member before selling materials to or providing services for them under the contract. The current list of cooperative purchasing members is available on the State Procurement Office website at https://spo.az.gov/suppliers/usage-reporting.

NOTE: Membership in the State Purchasing Cooperative is open to all Arizona political subdivisions, including cities, counties, school districts, and special districts. Membership is also available to non-profit organizations, other state governments, the federal government and tribal nations. For reference, “non-profit organizations” are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the IRS under Section 501(c)(3) through 501(c)(6) of the tax code.

4. NON-EXCLUSIVE CONTRACT

This contract shall be for the sole convenience of the Department. The Department reserves the right to obtain like goods or services from another source when necessary. The Off-Contract Purchase Authorization and subsequent procurement shall be consistent with the Arizona Procurement Code.

5. ORDERING PROCESS

Eligible Agencies shall issue a purchase order to the Contractor. Each purchase order must cite the contract number. This purchase order shall be the only document required for an Eligible Agency to order and the Contractor to deliver the material and/or service.

Any attempts to represent any material and/or service not specifically awarded as being under contract is a breach of the contract and a violation of 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.

Contractor shall acknowledge each order from Eligible Agencies in conformance with each agency's instructions given at the time of ordering. Orders from eligible cooperative purchasing members create no obligation on State's part. Notwithstanding, the Contractor shall fulfill orders under the Contract to any Eligible Agency. The Contractor's refusal to do so would be a material breach of the Contract.

6. SHIPPING TERMS

Delivery shall be F.O.B. Destination to the location designated herein. Contractor shall retain title and control of all goods until they are delivered. All risk of transportation and related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The Department will notify the Contractor promptly of any damaged goods and shall assist the Contractor in arranging for inspection.

7. DELIVERY

Deliveries shall be completed In accordance with the requirements of the contract.

Delivery of the product does not constitute acceptance.

8. INSPECTION AND ACCEPTANCE

Each item delivered shall be subject to a complete inspection by the Department within 10 days after delivery. Inspection criteria shall include, but not be limited to, conformity to the specifications, workmanship, quality and materials.

If the delivered product is not accepted and returned for corrective action, an additional fifteen (15) calendar days shall be allowed for inspection of the corrected or replacement product.

The Contractor shall be responsible for the transport of the material to and from the Department for the correction of items or workmanship not in compliance with the specifications.

Product returned for corrective action may delay payment. Invoices will be processed for payment only after the product is accepted.

9. INVOICING and PAYMENT

Separate invoices are required for each shipment of product or delivery of service and shall include at a minimum:

- Department Location's Name and Address
- Vendor Name, Remit to Address and Contact Information
- Contract Number
- Purchase Order Number
- Invoice Number and Date
- Date the items were shipped to the Department
- Contract Line Item Number

- Line Item Description or Item or Service
- Quantity Purchased
- Line Item Unit of Measure
- Price per Unit and Total per Unit
- Catalog or Other Discount (if applicable)
- Net Unit Price and Total per Unit (if applicable)
- Applicable taxes
- Applicable Shipping/Freight Charges
- Total Invoice Amount Due

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment. A Contractor whose payments are delayed due to improper invoicing shall make no claim against the Department or the State for late or finance charges.

The Department will make every effort to process payment for the purchase of product within thirty (30) calendar days after the Department has conducted the necessary reviews, inspections and acceptance as described herein.

The department acceptance date will be the valid date for starting the thirty (30) calendar day payment period.

Payment due dates, including discount periods, will be computed from the date of acceptance or date of correct invoice (whichever is later) to the date the Department's warrant is mailed.

10. ESTIMATED USAGE

The Department anticipates considerable usage under this contract. The Department reserves the right to increase or decrease actual quantities ordered as circumstances may require. No guarantees are made concerning actual purchases under this contract.

11. PRICE REDUCTION

A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice through a written contract amendment.

12. PRICE INCREASE

The Department will review **fully documented** requests for price increases for any contract which will or has been in effect for twelve (12) months. The request shall be submitted no less than 60 days prior to the contract renewal date. The Contractor shall provide fully documented information which supports the price increase request. Fully documented means that the request shall present detailed information and calculations that make it clear how the claimed increase has an impact on the contract unit prices. All assumptions regarding cost factors that have an impact on the requested increase shall also be clearly identified and justified. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect the price of the item concerned. Any price increase adjustment request prior to the time of contract extension will be a factor in the

extension review process. The Department will determine whether the requested price increase or an alternate option, is in the best interest of the State.

13. SAFETY STANDARDS

Items supplied under this contract shall comply with all current applicable safety standards and regulations including the Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.

14. WARRANTY

The Contractor warrants:

1. That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.

2. That all items furnished hereunder shall conform to the requirements of this contract and shall be free from defects in design materials and workmanship. Any defects of design, workmanship or materials shall be fully corrected by the Contractor (including parts and labor) without cost to the Department.

3. The warranty period on workmanship and materials shall be based on a minimum of twelve (12) months from the time of acceptance by the Department.

15. CURRENT PRODUCTS

All products supplied under this contract shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the contract.

16. PRODUCT DISCONTINUANCE

In the event that a product or model is discontinued by the manufacturer, the Department at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request authorization to substitute a new product or model and provide the following:

1. A formal announcement from the manufacturer that the product or model has been discontinued.

2. Documentation from the manufacturer that names the replacement product or model.

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

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

5. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

17. CONTRACT ADMINISTRATION

The Contractor shall contact the assigned Procurement Officer for guidance or direction in matters of contract interpretation or questions regarding the terms, conditions or scope of the contract.

18. NOTICES

All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provisions collectively called "Notices"), shall be in writing and shall be sent by certified United States mail, return receipt requested, or by any other method that provides evidence of receipt, addressed to the party or parties to receive such notice as follows:

a. If intended for the State, to:

Arizona Department of Transportation, Procurement Group
1655 W. Jackson Street, MD 100P
Phoenix, Arizona 85007-3276

b. If intended for the Contractor, to the address as identified in the Contractor's electronic vendor profile.

Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so mailed shall be deemed to have been given as of the date such notice is received as shown on the return receipt. Furthermore, such notice may be given by delivering personally such notice, if intended for the State, to the Arizona Department of Transportation, Procurement Officer and, if intended for the Contractor, to the person named on the Offer & Contract Award of this contract, or to such other person as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so delivered shall be deemed to have been given as of the date such notice is personally delivered to the other party.

19. CANCELLATION FOR POSSESSION OF WEAPONS ON ADOT PROPERTY

The Contractor or any subcontractors are prohibited from having weapons in their possession or on their person within the building. Weapons shall be stored securely, consistent with A.R.S. § 13-3118, in the Contractor's or any subcontractor's vehicle if there are no storage amenities available at the ADOT facility. This contract may be cancelled if Contractor or any subcontractors or others in the employ or under the supervision of the Contractor or subcontractors is found to be in possession of weapons.

Possession of weapons (firearms, explosive device, knife or blade of more than three inches, or any other instrument designed for lethal or disabling use) is prohibited on ADOT property except in the manner stated above.

Further, if the Contractor or any subcontractors or others in the employ or under the supervision of the Contractors or subcontractors are asked by an ADOT official to leave the ADOT property, they are advised that failure to comply with such a request shall result in cancellation of the contract and anyone who refuses, whether armed or not, is subject to prosecution under A.R.S. § 13-1502, "Criminal trespass in the third degree; classification."

20. INDEMNIFICATION CLAUSE

To the fullest extent permitted 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.

21. INSURANCE

Contractors providing vehicles and services under categories 1, 2 and 3 Mobility Vehicles and Conversion Services shall adhere to all of the following requirements with the exception of 21.3.4.

The Contractor shall furnish Certificate(s) of Insurance inclusive of the following requirements to the Department. Certificate(s) shall be received within 10 calendar days of notification of contract award by the Procurement Officer.

21.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

21.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

21.3 Minimum Scope and Limits of Insurance

Contractor shall provide coverage with limits of liability not less than those stated below.

21.3.1 Commercial General Liability (CGL) – Occurrence Form

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

• General Aggregate	$2,000,000
• Products – Completed Operations Aggregate	$1,000,000
• Personal and Advertising Injury	$1,000,000
• Damage to Rented Premises	$50,000
• Each Occurrence	$1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
Contractors providing services under category 4, Mobility Vehicle Modification services for Client owned equipment Conversion Services, Module 3 of the State's insurance module shall be the requirement.

21.3.2 Business Automobile Liability

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

• Combined Single Limit (CSL)	$1,000,000

a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

21.3.3 Workers' Compensation and Employers' Liability

• Workers' Compensation	Statutory
• Employers' Liability	
o Each Accident	$1,000,000
o Disease – Each Employee	$1,000,000
o Disease – Policy Limit	$1,000,000

a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

21.3.4 **Contractors providing Category Four services shall adhere to all the same insurance terms and conditions as categories 1, 2 and 3 plus the additional following terms and conditions shall apply:**

a. The policy shall include coverage for Sexual Abuse and Molestation (SAM). **This coverage may be sub-limited to no less than $500,000**. The limits may be included within the General Liability limit or provided by separate endorsement with its own limits. If you are unable to obtain SAM coverage under your General Liability because the insurance market will not support it, it should it be included with the Professional Liability.

b. Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded."

Furthermore, where Contractors are required to have certain licensure as listed in section 4.7.27. Licensure / Qualification requirements for Category Four 4, the following insurance is a requirement.

1) Professional Liability (Errors and Omissions Liability)

• Each Claim	$ 2,000,000
• Annual Aggregate	$ 2,000,000

a. If SAM coverage is being provided under this policy then Contractor must provide the following statement on their Certificate(s) of Insurance: “Sexual Abuse and Molestation coverage is included” or “Sexual Abuse and Molestation coverage is not excluded.” This coverage may be sub-limited to no less than $500,000.
b. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be

21.4 Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

21.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

21.4.2 Insurance provided by the Contractor shall not limit the Contractor’s liability assumed under the indemnification provisions of this Contract.

21.5 Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor’s insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative’s Name, Address & Fax Number).

21.6 Acceptability of Insurers

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

from potential insurer insolvency.

21.7 Verification of Coverage

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

21.7.1 All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

21.7.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

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

21.8 Subcontractors

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

21.9 Approval and Modifications

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

21.10 Exceptions

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

22 ADMINISTRATIVE FEE

Contractor shall pay the State an administrative fee against all Contract sales to Co-op Buyers, as provided for under A.R.S. § 41-2633. The fee for goods and services provided under this contract is 1.5% percent. On January 1, 2025, the administrative fee will increase to 2%. Rates are set in accordance with State Procurement Office (SPO) Technical Bulletin (TB) 007, available on SPO's website, which may be revised at the State's sole discretion as part of Arizona state procurement policy. TB 007 may be found here: https://spointra.az.gov/resources/procurement-regulations. Failure to remit the administrative fees is a material breach of contract, and will entitle the State to its remedies under Uniform Terms and Conditions Section 8, State's Contractual Remedies, and its right to terminate for default under Section 9, Contract Termination. Method of fee calculation, payment procedures, and other details are provided on the State Procurement Office website: https://spo.az.gov/.

23 USAGE REPORT

23.1 Administrative Fee Reporting

Contractor shall submit to ADOA-SPO a Quarterly Report documenting all Contract sales to both eligible State agencies and cooperative purchasing members, itemized separately. A Quarterly Report shall be submitted even if there have been no sales. The Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other.

Quarterly reports on transactions with cooperative purchasing members are required to be filed with ADOA-SPO. Failure to remit the administrative fees/usage reports is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Method of calculation, payment procedures, and other details are provided on the State Procurement Office website at https://spo.az.gov/suppliers/usage-reporting.

23.2 ADOT Usage Report Requirements

The Contractor shall furnish ADOT a report showing all purchasing activity under this contract upon request in the manner requested at the time of the request. Usage reports shall be submitted to the Procurement Officer no later than 30 days after receiving the request from the Department.

24 Contract Order of Precedence

In the event of a conflict in the provisions of the Contract, as accepted by the Department and as they may be amended, the following shall prevail in the order set forth below:

- Federal Terms and Conditions;
- Special Terms and Conditions;
- Uniform Terms and Conditions;
- Statement or Scope of Work;
- Specifications;
- Attachments;

- Exhibits
- Special Instructions to Offerors;
- Uniform Instructions to Offerors; and
- Other documents referenced or included in the Solicitation

25 **LICENSES, PERMITS, CERTIFICATIONS**

Contractor, at their expense, shall maintain in current status without any violations, complaints, or suspensions during the term of this contract all Federal, State and Local licenses, permits and certifications required for the operation of a business conducted by the Contractor.

26 **SERIAL NUMBERS**

Equipment supplied under this contract must contain an original manufacturer's serial number. Serial number may not be altered in any way. Throughout the contract term, the Department reserves the right to reject any altered equipment.

27 POST AWARD MEETING

At the discretion of the Department, the Contractor, at their expense, shall attend and participate in post award meetings as scheduled by the Procurement Officer.

1. Definition of Terms. As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1.1. "AI" means the science and engineering of making machines capable of performing tasks that are typically associated with human intelligence, such as learning and problem-solving, and includes without limitation: AI systems, classic AI, external AI, generative AI, and large language model (LLM) AI.

1.2. "Attachment" means any item the Solicitation which requires the Offeror to submit as part of the Offer.

1.3. "Contract" means the combination of the Solicitation, including the 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.

1.4. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.5. "Contractor" means any person who has a Contract with the State.

1.6. "Data" means recorded information, regardless of form or the media on which it may be recorded. The term may include technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

1.7. "Days" means calendar days unless otherwise specified.

1.8. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation generally containing maps, schematics, examples of reports, or other documents that will be used to perform the requirements of the Scope of Work after contract award.

1.9. "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.

1.10. "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.

1.11. "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.

1.12. "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.

1.13. "State" means any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona that executes the Contract.

1.14. "State Fiscal Year" means the period beginning with July 1 and ending June 30.

1.15. "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 Materials or any Services required for the performance of the Contract.

1.16. "Subcontractor" means a person who contracts to perform work or render Services to a Contractor or to another Subcontractor as a part of a Contract with the State.

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. Federal Transit Administration Federal Terms;

2.3.2. Special Terms and Conditions;

2.3.3. Uniform Terms and Conditions;

2.3.4. Statement or Scope of Work;

2.3.5. Specifications;

2.3.6. Attachments;

2.3.7. Exhibits;

2.3.8. Special Instructions to Offerors;

2.3.9. Uniform Instructions to Offerors; and

2.3.10. Any other documents referenced or included in the Solicitation including, but not limited to, any Bid or Offer documents provided by the Contractor that do not fall into one of the above categories.

2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6. No Parol 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 any and all Data and other "records" relating to the acquisition and performance of the Contract for a period of five (5) 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 Nos. 2023-09, 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act. Contractor shall include these provisions in contracts with Subcontractors when required by Federal or State law.

3.3. Audit. Pursuant to A.R.S. § 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 as required under A.R.S. § 41-2547. 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, stated in the Contract, or listed on the State's eProcurement system. 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. Continuous Improvement. Contractor shall recommend continuous improvements on an on-going basis in relation to any Materials and Services offered under the Contract, with a view to reducing State costs and improving the quality and efficiency of the provision of Materials or Services. State may require Contractor to engage in continuous improvements throughout the term of the Contract.

3.8. Other Contractors. State may undertake on its own or award other contracts to the same or other suppliers for additional or related work. In such cases, the Contractor shall cooperate fully with State employees and such other suppliers and carefully coordinate, fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the Contract requires handing-off Contractor's work to others, Contractor shall cooperate as State instructs regarding the necessary transfer of its work product, Materials, Services, or records to State or the other suppliers. Contractor shall not commit or permit any act that interferes with the State's or other suppliers' performance of their work, provided that, State shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any one of them.

3.9. Ownership of Intellectual Property

3.9.1. Rights In Work Product. All intellectual property originated or prepared by Contractor pursuant to the Contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the Contract, are considered work product and Contractor's property, provided that, State has Government Purpose Rights to that work product as and when it was delivered to State.

3.9.2. "Government Purpose Rights" are:

3.9.2.1. the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which State is a party;

3.9.2.2. the right to release or disclose that work product to third parties for any State government purpose; and

3.9.2.3. the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any State government purpose; such recipients being understood to include the federal government, the governments of other states, and various local governments.

3.9.3. "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from or disclose that work product for any commercial purpose, or to authorize others to do so.

3.9.4. Joint Developments. The Contractor and State may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the Contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.

3.9.5. Pre-existing Material. All pre-existing software and other Materials developed or otherwise obtained by or for Contractor or its affiliates independently of the Contract or applicable Purchase Orders are not part of the work product to which rights are granted State under subparagraph 3.9.1 above, and will remain the exclusive property of Contractor, provided that:

3.9.5.1. any derivative works of such pre-existing Materials or elements thereof that are created pursuant to the Contract are part of that work product;

3.9.5.2. any elements of derivative work of such pre-existing

Materials that was not created pursuant to the Contract are not part of that work product; and

3.9.5.3. except as expressly stated otherwise, nothing in the Contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing Materials.

3.9.6. Developments Outside Of Contract. Unless expressly stated otherwise in the Contract, this Section does not preclude Contractor from developing competing Materials outside the Contract, irrespective of any similarity to Materials delivered or to be delivered to State hereunder.

3.10. Property of the State. If there are any materials that are not covered by Section 3.9 above created under this Contract, including but not limited to, reports and other deliverables, these materials 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.

3.11. Federal Immigration and Nationality Act. 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, 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 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 or debarment of the contractor.

3.12. 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.

3.13. Offshore Performance of Work involving Data is 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 Data shall be

performed within the defined territories of the United States.

3.14. Protection of State Cybersecurity Interests. The Contractor shall comply with State Executive Order No. 2023-10, which includes, but is not limited to, a prohibition against (a) downloading and installing of TikTok on all State-owned and State-leased information technology; and (b) accessing TikTok through State information technology.

3.15. Artificial Intelligence (AI) Prohibitions. Consistent with State policy, if Contractor supplies AI Services or Materials (either directly or through Subcontractors or the sale of licenses), such as research, development, training, implementation, deployment, maintenance, provision, or sale of AI systems, then Contractor is prohibited from using State of Arizona Materials or Data in generative AI queries or for building or training proprietary generative AI programs unless explicitly approved in advance by the State in writing.

3.15.1. Contractor shall also disclose the utilization of generative AI before producing works owned by the State and/or integrating generative AI into Materials or Services used by the State.

3.15.2. Contractor shall perform due diligence to ensure proper licensure of model training data for all generative AI services throughout the life of the Contract.

3.16. Certifications Required by State Law.

3.16.1. If Contractor is a Company as defined in A.R.S. § 35-393, Contractor certifies that it is not currently engaged in a boycott of Israel as described in A.R.S. §§ 35-393 *et seq*. and will refrain from any such boycott for the duration of this Contract.

3.16.2. Contractor further certifies that it shall comply with A.R.S. § 35-394, regarding use of the forced labor of ethnic Uyghurs, as applicable.

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 Materials 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, per A.R.S. § 47-2319, all prices shall be F.O.B. ("free on board") Destination and shall include all freight delivery and unloading at the destination.

4.3. Firm, Fixed Price. Unless stated otherwise in the Special Terms and Conditions of the Contract, all prices shall be firm-fixed-prices.

4.4. Applicable Taxes

4.4.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.4.2. 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.

4.4.3. 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.

4.4.4. 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.

4.5. 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.

4.6. 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 Materials or Services are not funded, the State may take any of the following actions:

4.6.1. Accept a decrease in price offered by the Contractor;

4.6.2. Cancel the Contract; or

4.6.3. Cancel the Contract and re-solicit the requirements.

5. Contract Changes

5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of Services or Materials, the revision of payment terms, or the substitution of Services 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 as described in Arizona State Procurement Office Standard Procedure 002. 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 Materials 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).To the fullest extent permitted 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 Subcontractor(s) is/are an agency, board, commission or university of the State of Arizona.

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 paragraph shall not apply.

6.4. Force Majeure.

6.4.1. Except for payment of sums due, neither the Contractor nor State 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, 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, Materials, or Services caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

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

6.4.3. If either the Contractor or State 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 the Special Terms and Conditions, the Contractor warrants that, for one (1) year after acceptance by the State of the Materials, they shall be:

7.2.1. If 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. Conformity to Requirements.

7.3.1. Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for one (1) year after acceptance and in each instance:

7.3.1.1. Conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any and all Contractor affirmations included as part of the Contract;

7.3.1.2. Be free from defects of material and workmanship;

7.3.1.3. Conform to or perform in a manner consistent with current industry standards; and

7.3.1.4. Be fit for the intended purpose or use described in the Contract.

7.3.2. Mere delivery or performance does not substitute for express acceptance by the State. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation or invoicing, the forgoing warranty will not begin until State's explicit acceptance of the Materials or Services.

7.4. Inspection/Testing. The warranties set forth in this Section 7 [Warranties] are not affected by inspection or testing of or payment for the Materials or Services by the State.

7.5. Contractor Personnel. Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any and all certifications

relevant to their work, and Contractor shall provide individual evidence of certification to State's authorized representatives upon request.

7.6. Compliance With Applicable Laws. The Materials and Services supplied under this Contract shall comply with all applicable federal, state, and local laws and policies (including, but not limited to, information technology policies, standards, and procedures available on the State's website and/or the website of any department, commission, council, board, bureau, committee, institution, agency, government corporation or other establishment or official of the executive branch or corporation commission of the State of Arizona). Federal requirements may be incorporated into this Contract, if required, pursuant to A.R.S. § 41-2637. Contractor shall maintain any and all applicable license and permit requirements. This requirement includes, but is not limited to, any and all Arizona state statutes that impact state contracts, regardless of whether those statutory references have been removed during the course of contract negotiations; this is notice to Contractors that the State does not have the authority to modify Arizona state law by contract.

7.7. Intellectual Property. Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.

7.8. Licenses and Permits. Contractor warrants that it will maintain all licenses required to fully perform its duties under the Contract and all required permits valid and in force.

7.9. Operational Continuity. Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under paragraph 5.3 [Assignment and Delegation] that expressly recognizes the event.

7.10. Performance in Public Health Emergency. Contractor warrants that it will:

7.10.1. Have in effect, promptly after commencement, a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum:

7.10.1.1. Identification of response personnel by name;

7.10.1.2. Key succession and performance responses in the event of sudden and significant decrease in workforce; and

7.10.1.3. Alternative avenues to keep sufficient product on hand or in the supply chain.

7.10.2. Provide a copy of its current plan to State within three (3) business days after State's written request. If Contractor claims relief under paragraph 6.4 [Force Majeure] for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence, or mitigate those effects to the extent that overcoming entirely is not practicable.

7.10.3. A request from the State related to this paragraph 7.10 does not necessarily indicate that there has been an occurrence of force majeure, and the Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement a plan.

7.10.4. Failure to have or implement an appropriate plan will be a material breach of contract.

7.11. Lobbying

7.11.1. Prohibition. Contractor warrants that it will not engage in lobbying activities, as defined in 40 Code of Federal Regulations (CFR) part 34 and A.R.S. § 41-1231, *et seq*., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and upon award of the Contract, it will disclose all lobbying activities to State to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure compliance with above. Contractor shall obtain an equivalent warranty from all

Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.

7.11.2. Exception. This paragraph 7.11 does not apply to the extent that the Services are defined in the Contract as being lobbying for State's benefit or on State's behalf.

7.12. Covered Telecommunications or Services. Contractor warrants that the Materials and Services rendered under this Agreement will not require Contractor to use for the State, or provide to the State to use, "covered telecommunications equipment or Services" as a substantial or essential component of any system, or as critical technology as part of any system, within the meaning of Federal Acquisition Regulation ("FAR") Section 52.204-25.

7.13. Debarment, Suspension, U.S. Government Restricted Party Lists. Contractor warrants that it is not, and its Subcontractors are not, on the U.S. government's Denied Parties List, the Unverified List, the Entities List, the Specially Designated Nationals and Blocked Parties List, and neither the Contractor nor any Subcontractors are presently debarred, suspended, proposed for debarment or otherwise declared ineligible for award of federal contracts or participation in federal assistance programs or activities.

7.14. False Statements. Contractor represents and warrants that all statements and information Contractor prepared and submitted in response to the Solicitation or as part of the Contract documents are current, complete, true, and accurate. If the Procurement Officer determines that Contractor submitted an Offer or Bid with a false statement, or makes material misrepresentations during the performance of the Contract, the Procurement Officer may determine that Contractor has materially breached the Contract and may void the submitted Offer or Bid and any resulting Contract.

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

7.15.1. Survival of Warranty. All representations and warranties made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.

7.15.2. 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.

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

8. State's Contractual Remedies

8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2. Stop Work Order.

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

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

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

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

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

9. Contract Termination

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

9.2. Gratuities. The State may, by written notice, terminate this Contract, in

whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State with 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 (3) times the value of the Gratuity offered by the Contractor.

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

9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all Subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, Data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and Materials or Services accepted before the effective date of the termination. The cost principles and procedures provided in A.R.S. § 41-2543 and A.A.C. Title 2, Chapter 7, Article 7, 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 (A.R.S. Title 41).

1. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The following provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220 available at: https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

The Federal Terms and Conditions under this Contract shall be incorporated in any sub-contractor, or lower-tier agreement for any federally-funded task assignment / project awarded under this Contract.

2. NO GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The Department and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Department, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the Federal Funding Agency. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

3. NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMTION RELATED TO FRAUD, WASTE, ABUSE , OR OTHER LEGAL MATTERS

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub-agreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government’s interests in the Award, the accompanying Underlying

Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

4. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) (5323(l)) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

5. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a sub-grantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor shall - provide the Purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also , pursuant to 49 C. F. R. 633.15, provide authorized FTA representative including any PMO Contractor access to Contractor's records and construction sites pertaining to a capital project, defined at 49 U.S.C. 5302(a)1, which is receiving assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.15, Contractor shall provide the Purchaser, authorized FTA representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which receives FTA assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at $250,000.00.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non- profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor shall provide the Purchaser, FTA, the US Comptroller General or their authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor shall retain, and shall require its subcontractors at all tiers, all books, records, accounts and reports required under this contract for a period of not less than five years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

6. TERMS OF THE MASTER AGREEMENT AND COMPLIANCE

Contractor shall at all times comply with all applicable Federal Funding Agency laws, regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement, available at https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements, between the Department and FTA, as they may be amended or promulgated from time to time during the term of this contract. This Master Agreement does not have an Expiration Date. This Master Agreement continues to apply to the Recipient and its Underlying Agreement, until modified or superseded by a more recently enacted or issued applicable federal law, regulation, requirement, or guidance, or amendment to this Master Agreement or the Underlying Agreement. To assure compliance the Recipient must take measures to assure that other participants in its Underlying Agreements (*e.g.*, Third Party Participants) comply. Contractor's failure to so comply shall constitute a material breach of this contract.

All contractual provisions required by the U.S. Department of Transportation are hereby incorporated by reference.

7. CIVIL RIGHTS LAWS AND REQUIREMENTS

The following Federal Civil Rights laws and regulations apply to all contracts.

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Action of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act, "49 C.F. R. Part 21 and any implementing requirement FTA may issue.

1 **Federal Equal Employment Opportunity (EEO) Requirements.** These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, Title VI of the Civil Rights Act of 1964," 49 CFR Part 21, and 49 U.S.C. § 5332, prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 **Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 **Nondiscrimination on the Basis of Age.** The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 **Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. **Equal Employment Opportunity.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., Title I of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§ 12101, et seq.; and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements, without regard to their race, color, religion, national origin, or sex (including sexual orientation). In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 21634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving

Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

4. **Disabilities.** In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.

5. **Federal Law and Public Policy Requirements.** The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in the enforcement of Federal immigration law.

8. TERMINATION

Termination of the contract shall be in accordance with the Uniform Terms and Conditions, Section 9, paragraph 9.1 through 9.6.

9. DEBARMENT OR SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;
b) Suspended from participation in any federally assisted Award;
c) Proposed for debarment from participation in any federally assisted Award;
d) Declared ineligible to participate in any federally assisted Award;
e) Voluntarily excluded from participation in any federally assisted Award; or
f) Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Department, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

The Contractor agrees to the following:

(1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following:

a. It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note,

b. It will review the U.S. GSA "System for Award Management," https://sam.gov/ if required by U.S. DOT regulations, 2 C.F.R. part 1200, and

c. It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

(1) Will comply with Federal debarment and suspension requirements, and reviews the "System for Award Management" at https://sam.gov/ if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and If the Department suspends, debars, or takes any similar action against a Third Party Participant or individual, the Department will provide immediate written notice to the:

(a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project,

(b) FTA Project Manager if the Project is administered by an FTA Headquarters Office, or

(c) FTA Chief Counsel.

11. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding $250,000 financed in whole or in part with FTA assistance.

Clean Air

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the Department and understands and agrees that the Department will, in turn, report each violation as required to assure notification to the Federal Transit Administration, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

(2) The contractor agrees to report each violation to the Department and understands and agrees that the Department will, in turn, report each violation as required to assure notification to the Federal Transit Administration, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $250,000 financed in whole or in part with Federal assistance provided by FTA.

12. BUY AMERICA

In any task assignment / project for construction, acquisition of goods, or rolling stock valued at more than $150,000, The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R.

§ 661.7. , and include software, microcomputer equipment and small purchases (currently less than $150,000) made with capital, operating, or planning funds.

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

Rolling stock must be manufactured in the US and have a minimum 65% domestic content for FY2019 and a minimum 70% domestic content for FY2020 and beyond. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA- funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed Buy America certification shall be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

13. VIOLATION AND BREACH OF CONTRACT

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Disputes:
Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the Department. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the Department. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Department shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute:
Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages:
Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies:
Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Department and contractor arising out of or relating to this

agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies:
Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Department or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

14. RESTRICTIONS ON LOBBYING

The Contractor agrees to comply with the provisions of Title 31, U.S. C 1352 as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. 1601, et seq.] and (Public Law 101.121) as codified in Title 48, Federal Acquisition Regulations Subpart 3.8 and Subpart 52.203-11. The legislation prohibits Federal funds from being expended by a recipient or any lower tier sub- recipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the award of any Federal contract, the making of any Federal grant or loan, or entering into any cooperative agreement, including the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. All disclosure statements are to be furnished to the Department.

Contractors who apply or propose/bid for an award of $100,000 or more in value shall file the attached Lobbying Certification {01Lobbying Certification document} required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

15. FLY AMERICA

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government- financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the

requirements of this section in all subcontracts that may involve international air transportation.

16. ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

17. CONFLICTS OF INTEREST / EMPLOYMENT OF FEDERAL PERSONNEL

Contractors will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the Department or the Federal funding agency shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: The employee, officer or agent, any member of his immediate family, His or her partner, or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. Department officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.

18. RECOVERED MATERIALS

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

19. SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

In Compliance with Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), the Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Agency.

Distracted Driving

Consistent with Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. 402 note, and DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009, the Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers,

including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

20. CERTIFICATION AND ASSURANCES

The FTA Certifications and Assurances are incorporated herein by reference. Upon award or contract renewal, the Contractor must agree to comply with the most current FTA certifications and Assurances by signing and submitting the signature page provided by the Department. In the event FTA issues new Certifications and Assurances, the Department reserves the right to require submission of a new signature page agreeing to comply; to be added to the terms and conditions by Amendment. All such requests are a condition of continued award. FTA Certification and Assurances Link: https://www.transit.dot.gov/funding/grantee-resources/certifications-and-assurances/certifications-assurances.

21. DISADVANTAGED BUSINESS ENTERPRISES

1.0 POLICY

The Arizona Department of Transportation (hereinafter the Department) has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 Code of Federal Regulation Part 26 (49 CFR Part 26), as revised by the USDOT DBE Interim Final Rule (IFR) issued October 3, 2025 (hereinafter referred to as IFR).

The Department has received federal financial assistance from the U.S. Department of Transportation and as a condition of receiving this assistance, the Department has signed an assurance that it shall comply with 49 CFR Part 26, as revised by the IFR.

It is the policy of the Department to ensure that DBEs, (hereinafter DBE or DBE firm) as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in USDOT-assisted contracts. It is also the policy of the Department:

A. To ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
B. To create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts;
C. To ensure that the DBE program operates in a nondiscriminatory manner and without regard to race or sex, while maximizing efficiency of service;
D. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are counted as DBEs;
E. To help remove barriers to the participation of DBEs in USDOT-assisted contracts;
F. To assist in the development of firms that can compete successfully in the market place outside the DBE program; and

G. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities.

It is also the policy of the Department to facilitate and encourage participation of Small Business Concerns (SBCs), as defined herein in USDOT-assisted contracts. The Department encourages contractors to take reasonable steps to eliminate obstacles to SBCs' participation and to utilize SBCs in performing contracts.

2.0 Assurances of Non-Discrimination:

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, sex or national origin in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 as revised by the IFR in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate, which may include, but are not limited to:

A. Withholding monthly progress payments;
B. Assessing sanctions;
C. Liquidated damages; and/or
D. Suspension or Debarment per Uniform Terms and Conditions Paragraph 9.3 of the contractor from future bidding; and/or
E. Cancellation, termination, or suspension of the Contract, in whole or in part.

The contractor, subrecipient, or subcontractor shall ensure that all subcontract agreements contain this non-discrimination assurance.

3.0 Definitions:

(A) Commercially Useful Function (CUF): Commercially Useful Function is defined in 49 CFR Part 26.55. That definition is incorporated herein by reference.

(B) Disadvantaged Business Enterprise (DBE): A DBE, as defined in 49 CFR Part 26.5, is a for-profit small business concern which meets both of the following requirements:

(1) Is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged; and,

(2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

(C) NAICS Code: The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.

(D) **Non-DBE:** any firm that is not a DBE.

(E) **DBE-Conscious (DC):** a measure or program that is focused specifically on assisting only DBEs.

(F) **DBE-Neutral (DN):** a measure or program that is, or can be, used to assist all small businesses

(G) **Small Business Concern (SBC):** a business that meets all of the following conditions:

(1) Operates as a for-profit business;

(2) Operates a place of business primarily within the U.S., or makes a significant contribution to the U.S. economy through payment of taxes or use of American products, materials, or labor;

(3) Is independently owned and operated;

(4) Is not dominant in its field on a national basis; and

(5) Does not have annual gross receipts that exceed the Small Business Administration size standards average annual income criteria for its primary North American Industry Classification System (NAICS) code.

(H) **Socially and Economically Disadvantaged Individuals:** Socially and Economically Disadvantaged Individuals is defined in 49 CFR Part 26.5, as revised by the IFR. That definition is incorporated here.

(1) Any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who a certifier finds to be socially and economically disadvantaged on an individual basis.

(2) A determination that an individual is socially and economically disadvantaged must not be based in whole or in part on race or sex. For that reason, all applicants shall qualify as socially and economically disadvantaged if they can demonstrate that they can meet the relevant criteria described in 49 CFR Part 26..

(3) Being born in a particular country does not, standing alone, mean that a person is necessarily socially and economically disadvantaged.

4.0 Working with DBEs:

The Department works with DBEs and assists them in their efforts to participate in the highway construction program. All proposers should contact the Department's Business Engagement

and Compliance Office (BECO) by phone, through email, or at the address shown below, for assistance in their efforts to use DBEs in the highway construction industry. BECO contact information is as follows:

Arizona Department of Transportation
Business Engagement and Compliance Office
1801 W. Jefferson St, Suite 101, Mail Drop 154A
Phoenix, AZ 85007
Phone (602) 712-7761
Email: psdbecompliance@azdot.gov
Website: https://azdot.gov/business/business-engagement-and-compliance

4.01 Business Development Program

The Department has established the Business Development Program as an initiative to encourage and develop disadvantaged businesses in the highway construction industry. The Department is committed to providing new, emerging, developmental and transitional DBEs with general and firm-specific training and technical assistance. The Department intends for this assistance to aid DBEs to become competitive within the heavy highway and construction industry market places. In particular, the Department's DBE Supportive Services Program (DBE/SS) is designed to work in collaboration with stakeholder organizations (including departments and agencies of State and Federal Governments, small business organizations, tribal governments, profit and nonprofit corporations) to help DBEs to successfully compete for highway construction projects and become self-sufficient. The program provides educational opportunities for DBEs regarding current market conditions, Federal regulatory compliance, and best business practices. These efforts are reinforced with one-on-one business counseling for DBEs certified in areas that directly support Federal-aid highway projects, small group workshops, conferences, business expositions, regular in-person training opportunities, and regular virtual training opportunities. For guidance regarding this program, refer to the Business Development Program Guidelines available on the BECO website at https://azdot.gov/business/business-engagement-and-compliance/dbe-supportive-services/business-development-program/disadvantaged-business-enterprise-dbe-program/dbe.

The Business Development Program is intended to increase legitimate DBE activities. The program operates in conformity with the Federal DBE rules and regulations. The Department's DBE/SS participants may not circumvent the Federal DBE rules or regulations.

5.0 Applicability:

During the transition period, the IFR provides that until the Arizona Unified Certification Program (UCP) completes the recertification process, the Department may not 1) set any DBE contract goals or 2) count any participation towards its overall DBE goal.

The Department has established an overall annual goal for DBE participation on Federal-aid contracts. The Department intends for the goal to be met with a combination of DBE conscious efforts and DBE neutral efforts once the DBE recertification process is completed in accordance with the IFR. DBE conscious participation occurs when the contractor uses a percentage of DBEs, as defined herein, to meet the contract-specified goal. DBE neutral efforts are those that

are, or can be, used to assist all small businesses or increase opportunities for all small businesses. The regulation, 49 CFR 26, as revised by the IFR defines DBE neutral participation as when a DBE wins a contract through customary competitive procurement procedures or is awarded a subcontract on a contract that does not carry a DBE contract goal.

The DBE provisions are applicable to all contractors.

6.0 Certification and Registration:

6.01 DBE Certification:

Certification as a DBE shall be predicated on:

A. The completion and execution of an application for certification as a "Disadvantaged Business Enterprise."

B. The submission of documents pertaining to the firm(s) as stated in the application(s), including but not limited to a statement of social disadvantage and a personal financial statement.

C. The submission of any additional information which the Department or the applicable Arizona Unified Certification (UCP) agency may require to determine the firm's eligibility to participate in the DBE program.

D. The information obtained during the on-site visits to the offices of the firm and to active job-sites.

Application Submission. Applications for Disadvantaged Business Enterprise (DBE) certification may be filed online with the Department or the applicable UCP agency at any time through the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) website at https://utracs.azdot.gov/Home/.

Implementation of Revised Federal Standards. Effective October 3, 2025, all certification applications and renewals shall be reviewed and processed in accordance with the 49 CFR Part 26 as revised by the IFR. The revised rule modifies certification standards, documentation, and evidentiary requirements applicable to determinations of social and economic disadvantage, business size, ownership, and control.

Transition Period. During the transition period in which the Department and participating UCP agencies are updating internal procedures and the AZ UTRACS system to implement the revised rule, certification applications may continue to be submitted through the existing online platform. Applicants submitting applications during this period may be required to furnish additional or supplemental documentation consistent with the revised certification criteria upon system update or upon request by the certifying agency.

All applicants, whether filing initial or renewal applications, shall comply with any new or amended federal documentation requirements that become effective under 49 CFR Part 26 as revised by the IFR, including but not limited to personal narrative statements, financial

disclosures, and supporting affidavits required to demonstrate eligibility under the revised standards.

The Department is a member of the AZ Unified Certification Program (AZUCP). During the transition period, the list of firms listed in AZ UTRACS were certified prior to October 3, 2025, not in accordance with the IFR, and therefore do not count for DBE credit, unless otherwise noted in AZ UTRACS. The list indicates contact information and specialty for each DBE firm, and may be sorted in a variety of ways. However, the Department does not guarantee the accuracy and/or completeness of this information, nor does the Department represent that any licenses or registrations are appropriate for the work to be done.

The Department's certification of a DBE is not a representation of qualifications and/or abilities nor does it mean that a DBE firm is guaranteed or entitled to receive or be awarded a contract. Being certified simply means that a firm has met the criteria for DBE certification as outlined in 49 CFR Part 26, as revised by the IFR. The contractor bears all risks of ensuring that DBE firms selected by the contractor are able to perform the work.

6.02 SBC Registration:

To comply with 49 CFR Part 26.39, the Department's DBE Program incorporates contracting requirements to facilitate participation by Small Business Concerns (SBCs) in federally assisted contracts. SBCs are for-profit businesses authorized to do business in Arizona that meet the Small Business Administration (SBA) size standards for average annual revenue criteria for its primary North American Industry Classification System (NAICS) code.

While the SBC component of the DBE program does not require utilization of goals on projects, the Department strongly encourages contractors to utilize small businesses that are registered in AZ UTRACS on their contracts, in addition to DBEs meeting the certification requirement in accordance with the IFR. However, SBCs that are not DBEs will not be counted toward DBE participation.

SBCs can register online at the AZ UTRACS website at http://utracs.azdot.gov/Home/.

The Department's registration of SBCs is not a representation of qualifications and/or abilities nor does it mean that an SBC firm is guaranteed or entitled to receive or be awarded a contract. Being SBC registered simply means that a firm has met the criteria for SBC registration as outlined in 49 CFR Part 26. The contractor bears all risks of ensuring that SBC firms selected by the contractor are able to perform the work.

7.0 DBE Financial Institutions:

The Department thoroughly investigates the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in its service area and makes reasonable efforts to use these institutions. The Department encourages contractors to use such institutions on USDOT assisted contracts. However, use of DBE financial institutions will not be counted toward DBE participation.

The Department encourages contractors to research the Federal Reserve Board website at www.federalreserve.gov to identify minority-owned banks in Arizona derived from the Consolidated Reports of Condition and Income filed quarterly by banks (FFIEC 031 and 041) and from other information on the Board's National Information Center database.

8.0 Time is of the Essence:

TIME IS OF THE ESSENCE IN RESPECT TO THE DBE PROVISIONS

9.0 Computation of Time:

In computing any period of time described in this DBE special provision, such as calendar days, the day from which the period begins to run is not counted. When the last day of the period is a Saturday, Sunday, Federal or State holiday, the period extends to the next day that is not a Saturday, Sunday, Federal or State holiday. When the Department's offices are closed for all or part of the last day, the period extends to the next day on which the Department's offices are open.

10.0 Contractor and Subcontractor Requirements:

10.01 General:

The contractor shall establish a DBE program that will ensure nondiscrimination in the award and administration of contracts and subcontracts.

Agreements between the proposer and a DBE in which the DBE promises not to provide subcontracting quotations to other proposers are prohibited.

10.02 Blank:

11.0 DBE Goal:

During the transition period, the IFR provides that until the UCP completes the recertification process, the Department may not 1) set any DBE contract goals or 2) count any participation towards its overall DBE goal. The Department will not be counting any DBE conscious or DBE neutral efforts towards its overall DBE goal during this transitional period.

The Department has not established contract goals for DBE neutral efforts in this contract.

Contractors are still encouraged to employ reasonable means to obtain DBE neutral efforts. Contractors must retain records in accordance with these DBE specifications. The contractor is notified that this record keeping is important to the Department so that it can track DBE participation where only DBE neutral efforts are employed.

12.0 Bidders/Proposers List and AZ UTRACS Registration Requirement:

Under 49 CFR Part 26.11, DOTs are required to collect certain information from all contractors and subcontractors who seek to work on federally-assisted contracts in order to set overall and contract DBE goals. The Department collects this information when firms register their companies on the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) web portal at https://utracs.azdot.gov/Home/ a centralized database for companies that seek to do business with the Department. This information will be maintained as confidential to the extent allowed by Federal and State law.

All contractors, subcontractors, and DBEs included on this contract or added to this contract shall:

(1) register in AZ UTRACS, and

(2) maintain their profile with current and accurate firm information. Proposers may verify that their firm and each subcontractor is registered using the AZ UTRACS website.

Proposers may obtain additional information at the AZ UTRACS website or by contacting BECO.

Proposers shall create the Bidders/Proposers list in the AZ UTRACS by selecting all subcontractors, service providers, and vendors that expressed interest or submitted proposals or quotes for this contract. The Bidders/Proposers List form must be complete and must include the names for all subcontractors, service providers, and vendors that submitted proposals or quotes on this project regardless of the proposer's intentions to use those firms on the project.

All proposers must complete and submit the Bidders/Proposers List online at AZ UTRACS prior to offer submittal. A confirmation email will be generated by the system. This email confirmation shall be submitted with the offer.

13.0 Payment Reporting and Prompt Payment:

The contractor shall report on a monthly basis indicating the amounts paid to all subcontractors of all tiers, working on the project. Reporting shall be in accordance with below.

Subcontracts:

a. Sub-Contract Terms:

1. The Contractor agrees to execute a written Contract with all Subcontractors for work to be completed under this Contract. The executed Contract shall include Subcontractor's Scope of Work and all the Uniform Terms and Conditions set forth in this Contract.

2. The Contractor shall provide electronic copies of signed subcontract agreements with all Subconsultants to the Department by uploading them to the DBE & OJT Online Reporting System (DOORS) at https://adotdoors.dbesystem.com.

Subcontract agreements shall include all required assurances and required clauses as outlined in this Contract. Each agreement and required attachment shall be dated and signed by the Subcontractor in order for the subcontract to be considered valid.

3. The Contractor may be in breach of this Contract if the Contractor materially modifies the Federal regulations and State statutes in its subcontract agreements terms and conditions with its Subcontractors. Deviations from the terms of this Contract may result in termination of the Contract, or any other such remedy as deemed appropriate by the Department.

b. Sub-Contract Payments

1. Retention:

If the contract does not provide for retention, the contractor and each subcontractor of any tier shall not withhold retention on any subcontract. If the contract provides for retention, the contractor and each subcontractor of any tier shall not retain a higher percentage than the Department may retain under the contract. Retainage shall be paid to the subcontractor within 7 days of satisfactory completion of the work performed by the subcontractor.

2. No Set-offs Arising from Other Contracts:

If a subcontractor is performing work on multiple contracts for the same contractor or subcontractor of any tier, the contractor or subcontractor of any tier shall not withhold or reduce payment from its subcontractors on the contract because of disputes or claims on another contract.

3. Partial Payment:

The contractor and each subcontractor of any tier shall make prompt partial payments to its subcontractors within seven days of receipt of payment from the Department. Notwithstanding any provision of Arizona Revised Statutes Section 28-411, the parties may not agree otherwise.

4. Final Payment:

The contractor and each subcontractor of any tier shall make prompt final payment to each of its subcontractors. The contractor and each subcontractor of any tier shall pay all monies, including retention, due to its subcontractor within seven days of receipt of payment. Notwithstanding any provision of Arizona Revised Statutes Section 28-411, the parties may not agree otherwise.

5. Payment Reporting and Sanctions:

For the purposes of this subsection “Reportable Contracts” means any subcontract, of any tier, DBE or non-DBE, by which work shall be performed on

behalf of the contractor and any contract of any tier with a DBE material or service supplier.

The requirements of this subsection apply to all Reportable Contracts.

Payment Reporting for all Reportable Contracts shall be done through the Department's web-based DOORS. The DOORS can be accessed from the Department's BECO website. No later than fifteen calendar days after the Notice to Proceed or Purchase Order is issued, the contractor shall log into the Department's web based DOORS and enter or verify the name, contact information, and subcontract amounts for Reportable Contracts on the project. As Reportable Contracts are approved over the course of the contract, the contractor shall enter them in DOORS. Reportable contracts shall be entered into DOORS no later than five calendar days after approval by the Department.

The contractor shall report on a monthly basis indicating the amounts actually paid and the dates of each payment under any Reportable Contract on the project. In addition, the contractor shall require that all participants in any Reportable Contract electronically verify receipt of payment on the contract by the last day of the month and the contractor shall actively monitor the Department's DOORS to ensure that the verifications are input. The contractor shall proactively work to resolve any payment discrepancies in the DOORS between payment amounts it reports and payment confirmation amounts reported by others.

The contractor shall ensure that all Reportable Contract activity is reported to the Department. This includes all lower-tier Reportable Contracts, regardless of whether a DBE is involved or not.

The contractor shall maintain records for each payment explaining the amount requested by the subcontractor, and the amount actually paid pursuant to the request, which may include but are not limited to, estimates, invoices, pay requests, copies of checks or wire transfers, and lien waivers in support of the monthly payments in the DOORS.

The contractor shall provide information for payments made on all Reportable Contracts during the previous month by the 15th day of the current month. In the event that no payments were made during a given month, the contractor shall identify that by entering a dollar value of zero. If the contractor does not pay the full amount of any invoice from a subcontractor, the contractor shall note that and provide the reasons in the comment section of the Monthly Payment Audit of the DOORS.

Payment reporting requirements apply to all contracts, federal and non-federal funded.

For each month that the contractor fails to submit timely and complete payment information the Department will retain $5,000 as sanctions from the monies due

to the contractor. After 90 consecutive days of non-reporting, the sanctions will increase to $10,000 for each subsequent month which the contractor fails to report until the information is provided. These sanctions will be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

The contractor shall ensure that a copy of this Subsection is included in every Reportable Contract of every tier.

6. Completion of Work:

A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished, documented, and accepted by the Department.

7. Disputes:

If there is a discrepancy between what is reported by the contractor in the DOORS and what the subcontractor indicates an alert email will automatically be sent to the contractor. The email will be sent to the email address provided by the contractor in the Department's DOORS. It is the contractor's responsibility to ensure that the email address in the DOORS is kept current.

The contractor shall immediately provide the the Department's Project Manager with a written, verifiable explanation if:

(a) The contractor does not pay the full amount of any invoice from a subcontractor within seven days of receipt of a progress payment from the Department, or
(b) The monthly estimate does not include all work claimed by a subcontractor to have been performed.

The Department will determine whether the contractor has acted in good faith concerning any such explanations. The Department reserves the right to request and receive documents from the contractor and all subcontractors of any tier, in order to determine whether prompt payment requirements were met. The contractor shall implement and use the dispute resolution process outlined in the subcontract, as described in Uniform Terms and Conditions Paragraph, to resolve payment disputes.

8. Non-Compliance:

Failure to make prompt partial payment or prompt final payment including any retention, within the time frames established in this contract, will result in remedies, as the Department deems appropriate, which may include, but are not limited to:

(a) Sanctions: These sanctions shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

(i) The Department will withhold two times the disputed dollar amount not paid to each subcontractor.
(ii) If full payment is made within 30 days of the Department's payment to the contractor, the amount withheld by the Department will be released.
(iii) If full payment is made after 30 days of the Department's payment to the contractor, the Department will release 75 percent of the funds withheld. The Department will retain 25 percent of the monies withheld as sanctions.

(b) Additional Remedies: If the contractor fails to make prompt payment for three consecutive months, or any four months over the course of one project, or if the contractor fails to make prompt payment on two or more contracts within 24 months, the Department may, in addition, invoke the following remedies:

(i) Withhold monthly progress payments until the issue is resolved and full payment has been made to all subcontractor, subject to the sanctions described in paragraph (a) sanctions above;
(ii) Terminate the contract for default in accordance with this Contract, and/or
(iii) Disqualify the contractor from future bidding temporarily or permanently, depending on the number and severity of violation.
(iv) Reflect the contractor's performance in submitting payment reports and making subcontractor payments utilizing the Department's Vendor Performance Report.

14.0 Crediting DBE Participation:

14.01 General Requirements:

During the transition period, the IFR provides that until the UCP completes the recertification process, the Department may not count any participation towards its overall DBE goal. This applies to both DBE conscious and DBE neutral efforts.

To count toward DBE participation, the DBE firms must be certified at the time of offer in each NAICS code applicable to the kind of work the firm will perform on the contract. NAICS for each DBE can be found on the AZ UTRACS website. General descriptions of all NAICS codes can be found at https://www.naics.com/.

Credit is given only after the DBE has been paid for the work performed.

The entire amount of a contract that is performed by the DBE's own forces, including the cost of supplies and materials purchased by the DBE for the work on the contract and equipment leased by the DBE will be credited toward DBE participation. Supplies and equipment the DBE subcontractor purchases or leases from the contractor or its affiliate will not be credited toward DBE participation.

The contractor bears the responsibility to determine whether the DBE possesses the proper contractor's license(s) to perform the work and, if DBE credit is requested, that the DBE subcontractor is certified for the requested type of work.

The Department's certification is not a representation of a DBE's qualifications and/or abilities. The contractor bears all risks that the DBE may not be able to perform its work for any reason.

A DBE may participate as a contractor, subcontractor, or as a vendor of materials or supplies. The dollar amount of work to be accomplished by DBEs, including partial amount of a lump sum or other similar item, shall be on the basis of agreements such as: subcontract, purchase order, hourly rate, and rate per ton.

DBE credit may be obtained only for specific work done for the project, supply of equipment specifically for physical work on the project, or supply of materials to be incorporated in the work. DBE credit will not be allowed for costs such as overhead items, capital expenditures (for example, purchase of equipment), and office items.

The contractor may credit second-tier subcontracts issued to DBEs by non-DBE subcontractors. Any second-tier subcontract to a DBE must meet the requirements of a first-tier DBE subcontract.

A contractor may credit the entire amount of that portion of a contract that is performed by the DBE's own forces. The cost of supplies and materials obtained by the DBE for the work of the contract can be included so long as that cost is reasonable. Leased equipment may also be included. No credit is permitted for supplies purchased or equipment leased from the contractor or its affiliate(s).

When a DBE subcontracts a part of the work of its contract to another firm, the value of the subcontract may be credited towards DBE participation only if the DBE's subcontractor is itself a DBE and performs the work with its own forces. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE participation.

A contractor may credit the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consulting, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services.

14.02 Effect of Loss of DBE Eligibility:

If a DBE or a DBE contractor is deemed ineligible, decertified, or suspended by the Department in accordance with 49 CFR Part 26.87 and 49 CFR Part 26.88, the following provisions shall apply:

A. If a DBE firm loses its DBE eligibility because the DBE firm was acquired by a non-DBE firm, no work performed by the DBE firm after the Decision Date will be counted toward DBE participation.

B. If a subcontract, contract, or supplier arrangement has been executed before the Decision Date, work performed by the DBE firm will be counted toward DBE participation.

C. If neither paragraph (A) nor paragraph (B) above applies, the work performed by the DBE firm after the Decision Date will be counted toward DBE participation.

D. If the contractor extends or adds work to the DBE firm's subcontract, that work will not be counted towards DBE participation unless the contractor has obtained prior approval from the Department for DBE credit. Any requests to extend or add work to the DBE firm's subcontract to count towards DBE participation shall be submitted using the request form, made available on Procurement's website at https://azdot.gov/business/procurement/federal-forms-and-provisions, to extend Decertified DBE contract for DBE credit.

E. The Department will consent to such DBE credit only if the added work is within the foreseeable range of added work, given the circumstances of the original DBE contract.

F. For the purposes of this subsection, "Decision Date" means the date the Department notifies the DBE that it has become ineligible, decertified, or suspended under 49 CFR Part 26.87(c)(4), (g).

14.03 Notifying the Contractor of DBE Certification Status:

Each DBE contract at any tier shall require any DBE subcontractor or supplier that is either decertified or certified during the term of the contract to immediately notify the contractor and all parties to the DBE contract in writing, with the date of decertification or certification. The contractor shall require that this provision be incorporated in any contract of any tier in which a DBE is a participant.

14.04 Commercially Useful Function:

A contractor can credit expenditures to a DBE subcontractor only if the DBE performs a Commercially Useful Function (CUF).

In conformity with 49 CFR Part 26.55(c), a DBE performs a CUF when it is responsible for execution of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself that it uses on the project. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

A DBE will not be considered to perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, the Department will examine similar transactions, particularly those in which DBEs do not participate.

If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or if the DBE subcontracts a greater portion of the work of a contract than would be expected within normal industry practice for the type of work involved, the Department will presume that the DBE is not performing a commercially useful function.

When a DBE is presumed not to be performing a commercially useful function as provided above, the DBE may present evidence to rebut this presumption. The Department will determine if the firm is performing a CUF given the type of work involved and normal industry practices.

The Department will notify the contractor, in writing, if it determines that the contractor's DBE subcontractor is not performing a CUF. The contractor will be notified within seven calendar days of the Department's decision.

Decisions on CUF may be appealed to the Chief Procurement Officer (CPO). The appeal must be in writing and personally delivered or sent by certified mail, return receipt requested, to the CPO. The appeal must be received by the CPO no later than seven calendar days after the decision of BECO. BECO's decision remains in place unless and until the CPO reverses or modifies BECO's decision. The CPO will promptly consider any appeals under this subsection and notify the contractor of the CPO's findings and decisions. Decisions on CUF matters are not administratively appealable to USDOT.

The Department will conduct project site visits on the contract to confirm that DBEs are performing a CUF. The contractor shall cooperate during the site visits and the BECO's staff will make every effort not to disrupt work on the project.

14.05 Materials and Supplies:

In conformity with 49 CFR Part 26.55(e), the Department will credit expenditures with DBEs for material and supplies towards the DBE goal as follows:

A. If the materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materials or supplies is credited.

1. A DBE manufacturer is defined as: a firm that owns, or leases, and operates a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract, and of the general character described by the specifications.

2. Manufacturing includes blending or modifying raw materials or assembling components to create the product to meet contract specifications. When a

DBE makes minor modifications to the materials, supplies, articles, or equipment, the DBE is not a manufacturer. Minor modifications are additional changes to a manufactured product that are small in scope and add minimal value to the final product.

B. If the materials or supplies are purchased from a DBE regular dealer, 60 percent of the cost of the materials or supplies, (including transportation costs), is credited.

1. A DBE regular dealer is defined as: a firm that owns, or leases, and operates, or maintains a store or warehouse or other establishment in which the materials, supplies, articles, or equipment of the general character described by the specifications and required under the contract are bought, kept in sufficient quantities, and regularly sold or leased to the public in the usual course of business.

   a. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

   b. Items kept and regularly sold by the DBE are of the “general character” when they share the same material characteristics and application as the items specified by the contract.

2. A firm may be a DBE regular dealer in such bulk items as petroleum products, steel, concrete or concrete products, stone or asphalt without owning and operating a place of business, as provided above, if the person both owns and operates distribution equipment used to deliver the products. Any supplementing of regular dealers’ own distribution equipment must be by a long-term operating lease, and not on an ad-hoc or contract-by-contract basis.

C. A DBE supplier performs a CUF as a regular dealer and receives credit for 60 percent of the cost of materials or supplies, including transportation cost, when all, or at least 51 percent of, the items under a purchase order or subcontract are provided from the DBE's inventory, and when necessary, any minor quantities delivered from and by other sources are of the general character as those provided from the DBE's inventory.

1. A DBE supplier of items that are not typically stocked due to their unique characteristics (e.g., limited shelf life or items ordered to specification) should be considered in the same manner as a regular dealer of bulk items as described above. If the DBE supplier of these items does not own or lease distribution equipment, as described above, it is not a regular dealer.

2. Packagers, brokers, manufacturers’ representatives, or other persons who arrange, facilitate or expedite transactions are not regular dealers within the meaning of this paragraph and the paragraph above.

D. If the materials or supplies are purchased from a DBE distributor that neither maintains sufficient inventory nor uses its own distribution equipment for the products in question, 40 percent of the cost of materials or supplies (including transportation costs) count for credit.

1. A DBE distributor is defined as: an established business that engages in the regular sale or lease of the items specified by the contract. A DBE distributor assumes responsibility for the items it purchases once they leave the point of origin (e.g., a manufacturer's facility), making it liable for any loss or damage not covered by the carrier's insurance.

2. A DBE distributor performs a CUF when it demonstrates ownership of the items in question and assumes all risk for loss or damage during transportation, evidenced by the terms of the purchase order or a bill of lading (BOL) from a third party, indicating Free on Board (FOB) at the point of origin or similar terms that transfer responsibility of the items in question to the DBE distributor.

3. If paragraph (1) and paragraph (2), above, are met, DBE distributors may receive 40 percent for drop-shipped items.

4. Terms that transfer liability to the distributor at the delivery destination (e.g., FOB destination), or deliveries made or arranged by the manufacturer or another seller do not satisfy this requirement.

E. With respect to materials or supplies purchased from a DBE which is neither a manufacturer, a regular dealer, nor a distributor, the following standards shall apply:

1. The Department will credit the entire amount of the fees or commissions charged by the DBE for: (1) assistance in the procurement of the materials and supplies, or (2) fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals.

2. The Department will only credit the fees or commissions charged by the DBE if the Department determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. The cost of the materials and supplies themselves may not be counted toward the DBE goal.

F. The Department will credit expenditures with DBEs for material and supplies (e.g. whether a firm is acting as a regular dealer, distributor or a transaction facilitator) towards the DBE goal on a contract-by-contract basis.

G. The fact that a DBE firm qualifies under a classification (manufacturer, regular dealer, distributor or supplier) for one contract does not mean it will qualify for the same classification on another contract.

H. The bidder shall be responsible for verifying whether a DBE qualifies as a DBE manufacturer, regular dealer, distributor or supplier.

1. For each DBE firm listed as a regular dealer or distributor, the bidder must assess a DBE firm's eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor.

2. To receive credit toward the DBE goal, the bidder shall use and submit the form made available on Procurement's website at https://azdot.gov/business/procurement/federal-forms-and-provisions, to affirm the DBE firm's capacity and intent to perform as a regular dealer or distributor.

15.0 Required Provisions for DBE Subcontracts:

All subcontracts of any tier, all supply contracts, and any other contracts in which a DBE is a participant shall include as a physical attachment, DBE Program Compliance Assurances for Subcontracts available on BECO website and all of the Uniform Terms and Conditions set forth in this contract.

Contractors executing agreements with subcontractors, DBE or non-DBE, that materially modify federal regulation and state statutes such as, prompt payment and retention requirements, through subcontract terms and conditions will be found in breach of contract which may result in termination of the contract, or any other such remedy as the deemed appropriate as outlined in Subsection 2.0 in these DBE provisions.

The Department reserves the right to conduct random reviews of DBE and non-DBE subcontract documentation to ensure compliance with federal requirements.

The contractor shall ensure that all subcontracts or agreements with DBEs to supply labor or materials require that the subcontract and all lower tier subcontracts be performed in accordance with 49 CFR Part 26.

The Contractor shall provide electronic copies of subcontract agreements with all Subcontractors by uploading them within 15 calendar days of an executed contract to the DOORS. Subcontract agreements shall include all required assurances and clauses as outlined in the Contract. Each agreement and required attachment shall be dated and signed by the Subcontractor in order for the subcontract to be considered valid.

The Contractor shall be in breach of this Contract if the Contractor materially modifies the federal regulations and State statutes in its subcontract agreements terms and conditions with its Subcontractors. Deviations from the terms of this Contract may result in termination of the Contract, or any other such remedy as deemed appropriate by the Department.

16.0 Certification of Final DBE Payments:

DBE participation on the contract is measured by actual payments made to the DBEs. The contractor shall submit the "Certification of Final DBE Payments" form for each DBE firm working on the contract. This form shall be signed by the contractor and the relevant DBE, and submitted to the Procurement Officer no later than 30 days after the DBE receives final payment.

The Department will use this certification and other information available to determine applicable DBE credit allowed to date by the Contractor and the extent to which the DBE firms were fully paid for that work. By the act of filing the forms, the contractor acknowledges that the information is supplied in order to justify the payment of state and federal funds to the contractor.

The contractor will not be released from the obligations of the contract until the "Certification of Final DBE Payments" forms are received and deemed acceptable by the Procurement Officer and BECO.

17.0 False, Fraudulent, or Dishonest Conduct:

In addition to any other remedies or actions, the Department will bring to the attention of the USDOT any appearance of false, fraudulent, or dishonest conduct in connection with the DBE program, so that USDOT can take steps such as referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General for possible initiation of suspension and debarment proceedings against the offending parties or application of "Program Fraud and Civil Penalties" rules provided in 49 CFR Part 31.

24. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the nonfederal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These

requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basicrate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

26. FEDERAL CHANGES

The Contactor and its sub-contractors shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Department and FTA, as they be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and Applicable changes to those federal requirements will apply to each Third Party Agreement and parties thereto at any tier.

27. FULL AND OPEN COMPETITION

In accordance with 49 U.S.C. § 5325(h) all procurement transactions shall be conducted in a manner that provides full and open competition.

29. PROHIBITION AGAINST EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

30. CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

31. ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that

accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

32. COMPLIANCE WITH FEDERAL REGULATIONS

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT- required contractual provisions, as set forth in FTA Circular 4220, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

33. REAL PROPERTY

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by Map-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

34. ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

35. ENVIROMENTAL JUSTICE

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit

Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance.

36. AMERICANS WITH DISABILITIES ACT (ADA)

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

37. BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency."

38. BUS TESTING

The operator of the bust testing facility is required to provide the resulting test report to the entity that submits the bus for testing. The manufacturer or dealer of a new bus model or a bus produced with a major change in component or configuration is required to provide a copy of the corresponding full bus testing report and any applicable partial testing report(s) to the Agency during the point in the procurement process specified by the Agency, but in all cases before final acceptance of the first bus by the Agency. The complete bus testing report requirements are provide in 49 C.F.R. § 665.11.

39. CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "onboard" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and

c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

40. PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

41. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

a) Department and sub-recipients are prohibited from obligating or expending loan or grant funds to:

1) Procure or obtain covered telecommunications equipment or services;
2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115232, “covered telecommunications equipment or services” means any of the following:

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
(2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national securitypurposes, video

surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment;

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

(c) For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) In implementing the prohibition under section 889 of Public Law 115232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of Public Law 115232 and 200.471.

42. SIMPLIFIED ACQUISITION THRESHOLD

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy

America's eligibility and process requirements apply to any procurement in excess of $150,000. 49 U.S.C. § 5323(j)(13).

43. FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) FlowDown.

The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any sub-agreement.

44. SEVERABILITY

The Contractor agrees that if any provision of this agreement or any amendment thereto is determined to be invalid, then the remaining provisions thereof
that conform to federal laws, regulations, requirements, and guidance will continue in effect.

45. TRAFFICKING IN PERSONS

The contractor agrees that it and its employees that participate in the Recipient's Award, may not:

(a) Engage in severe forms of trafficking in persons during the period of time that the Recipient's Award is in effect;

(b) Procure a commercial sex act during the period of time that the Recipient's Award is in effect; or

(c) Use forced labor in the performance of the Recipient's Award or sub-agreements thereunder.

EXHIBIT 1
Title VI/Non-Discrimination Assurances
Appendix A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the *Federal Highway Administration,* as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performance by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *Federal Highway Administration* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *Federal Highway Administration,* as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration* ,may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with request to any subcontract or procurement as the Recipient or the *Federal Highway Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that **if** the contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

EXHIBIT 2
Title VI/Non-Discrimination Assurances
Appendix E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin): and 49 CFR Part 21.

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *etseq.),* (prohibits discrimination on the basis of sex);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1687 et. seq).

EXHIBIT 3
ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Post-Delivery purchaser's requirement, in compliance with the federal requirements of 49 U.S.C. Section 5323(m))

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Rolling Stock Procurements for more than 10 vehicles for areas >200,000 in population)

As required by 49 CFR Part 663Subpart C, the _____
(Recipient's name)
Certifies that a resident inspector, _____
(Name of inspector)
Was at _____
(the manufacturer's)

manufacturing site during the period of manufacture of the buses, _____
(description of buses).

The inspector visually inspecting the buses, the _____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Rolling Stock Procurements for more than 20 vehicles for areas < 200,000 in population)

As required by 49 CFR Part 663 Subpart C, the _____
(Recipient's name)
Certifies that a resident inspector, _____
(Name of inspector)
was at _____
(The manufacturers)

Manufacturing site during the period of manufacture of the buses, _____
(description of buses).
The inspector visually inspecting the buses, the _____
(the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

Signature _____ Date _____/ _____/ _____

Title _____

EXHIBIT 4
PRE-AWARD AUDIT AND CERTIFICATION

Subrecipient		Date / Completed By
Description		
Program/Phase/Amounts		
PRE-AWARD AUDIT (before issuing purchase order)		
Pre-award audit requirements. A recipient purchasing revenue service rolling stock with FTA funds must ensure that a pre-award audit under this part is complete before the recipient enters into a formal contract for the purchase of such rolling stock.		Master Agreement; 49 CFR §663.21
49 CFR 661.13 Grantee Responsibility (a) The grantee shall adhere to the Buy America clause set forth in its grant contract with FTA Section 16. Preference for United States Products and Services. a. Buy America. Domestic preference procurement requirements of: (1) 49 U.S.C. § 5323(j), as amended by FAST Act, and (2) FTA regulations, "Buy America Requirements," 49 C.F.R. part 661, to the extent consistent with FAST Act,		49 CFR §663.13
49 CFR §663.23 Description of pre-award audit. A pre-award audit under this part includes— (a) A Buy America certification as described in §663.25 of this part; (b) A purchaser's requirements certification as described in §663.27 of this part; and (c) Where appropriate, a manufacturer's Federal Motor Vehicle Safety certification information as described in §663.41 or §663.43 of this part.		49 CFR §663.23
Met? Y/N (if NO 1b, 1 REQ'D)	(1) A Buy America certification:	49 CFR §663.25
	a) There is a letter from FTA which grants a waive OR	
Met? Y/N (if NO 1a, 2 REQ'D)	b) ADOT reviewed documentation provided by the manufacturer which lists—	
	1) Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and	
	2) The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.	
Met? Y/N (2 REQ'D)	(2) A purchaser's requirements certification:	49 CFR §663.27
	a) The rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and	
	b) The proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's	
Met? Y/N (1 REQ'D)	(3) A manufacturer's Federal Motor Vehicle Safety certification or Certification that Federal motor vehicle standards do not apply.	
	a) If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	49 CFR §663.41
	a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer.	49 CFR §663.43

EXHIBIT 5
PURCHASER'S PRE-AWARD REQUIREMENTS CERTIFICATION

Subrecipient	
Description	
Program/Phase/Amounts	

Purchaser's Pre-Award Requirements Certification
49 CFR §663.27

I hereby certify that the rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and

I hereby certify that the proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's

Signature

Date Signed

EXHIBIT 6
PURCHASER'S POST-AWARD REQUIREMENTS CERTIFICATION

Subrecipient		Date / Completed By
Description		
Program/Phase/Amounts		
The Post-Delivery Review Requirements (http://www.fta.dot.gov/legislation_law/12921_5430.html)		
The Post-Delivery Buy America Certification Requirement		
Select basis' (1 REQ'D)	Buy America-Compliant Buses	49 CFR 663(b)
	§663.33 Description of post-delivery audit. A post-delivery audit under this part includes—	
	(a) A post-delivery Buy America certification as described in §663.35 of this part;	
	§663.35 Post-delivery Buy America certification. For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that—	
	(a) There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; **or**	
	(b) The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists— (1) Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and (2) The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.	
Met? Y/N (3 REQ'D)	(b) A post-delivery purchaser's requirements certification as described in §663.37 of this part; **and**	
	§663.37 Post-delivery purchaser's requirements certification. For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that—	
	(a) Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall— (1) Provide accurate records of all vehicle construction activities; and (2) Address how the construction and operation of the vehicles fulfills the contract specifications.	
	(b) After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.	
	(c) For procurements of: (1) Ten or fewer buses; or (2) Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or (3) Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.	
Met? Y/N (1 REQ'D)	(c) When appropriate, a manufacturer's Federal Motor Vehicle Safety Standard self-certification information as described in §663.41 **or** §663.43 of this part.	
	§663.41 Certification of compliance with Federal motor vehicle safety standards. If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	
	§663.43 Certification that Federal motor vehicle standards do not apply. (a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer. (b) This subpart shall not apply to rolling stock that is not a motor vehicle.	

EXHIBIT 6
PURCHASER'S POST-AWARD REQUIREMENTS CERTIFICATION

Only 1 section required: Either > 10 or <= 10	**Buy America-Exempt Buses**	49 CFR 663(a)
	The Post-Delivery Purchaser's Requirements Certification Requirement	
Met? Y/N (3 REQ'D if applicable)	More Than Ten Buses or Modified Vans	49 CFR 663.37(a)&(b)
	§663.37 Post-delivery purchaser's requirements certification. For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that—	
	(a) Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall— (1) Provide accurate records of all vehicle construction activities; and (2) Address how the construction and operation of the vehicles fulfills the contract specifications.	
	(b) After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.	
	(c) For procurements of: (1) Ten or fewer buses; **or** (2) Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; **or** (3) Any number of primary manufacturer standard production and unmodified vans, After visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.	
Met? Y/N (3 REQ'D if applicable)	Ten or Fewer Buses or Modified Vans, or any Number of Unmodified Vans	49 CFR 663.37(c.)
	§663.37 Post-delivery purchaser's requirements certification. For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that—	
	(a) Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall— (1) Provide accurate records of all vehicle construction activities; and (2) Address how the construction and operation of the vehicles fulfills the contract specifications.	
	(b) After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.	
	(c) For procurements of: (1) Ten or fewer buses; or (2) Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or (3) Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.	
Only Mark 1 Option Below	**The Post-Delivery FMVSS Certification Requirement**	
Met? Y/N (Required if Not Exempt)	FMVSS-Compliant Buses	49 CFR 663.41
	§663.41 Certification of compliance with Federal motor vehicle safety standards. If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	
Met? Y/N (Required if Exempt)	FMVSS-Exempt Buses	49 CFR 663.43
	§663.43 Certification that Federal motor vehicle standards do not apply. (a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer. (b) This subpart shall not apply to rolling stock that is not a motor vehicle.	
Only Mark if: Rejecting Vehicle (a) OR Conditional Acceptance (b)	§663.39 Post-delivery audit review.	49 CFR 663.39
	(a) If a recipient cannot complete a post-delivery audit because the recipient or its agent cannot certify Buy America compliance or that the rolling stock meets the purchaser's requirements specified in the contract, the rolling stock may be rejected and final acceptance by the recipient will not be required. The recipient may exercise any legal rights it has under the contract or at law.	
	(b) This provision does not preclude the recipient and manufacturer from agreeing to a conditional acceptance of rolling stock pending manufacturer's correction of deviations within a reasonable period of time.	

EXHIBIT 7
PURCHASER'S POST-AWARD REQUIREMENTS CERTIFICATION

Subrecipient	
Description	
Program/Phase/Amounts	

Purchaser's Post-Award Requirements Certification
49 CFR §663.37

I hereby certify that the rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and

I hereby certify that the proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's

Signature

Date Signed

VEHICLE MODIFICATION INSPECTION AND ACCEPTANCE FOR CATEGORY 4

RSA Client's Name: _____
RSA Counselor's Name: _____
Equipment Installer's Name: _____
CDRS Evaluator's Name: _____

Client's Satisfaction with Vehicle Modification Services

1. Was the vehicle modification completed on schedule? ☐YES ☐NO
Complements or Complaints: _____

2. Are all authorized services completed? ☐YES ☐NO
Complements or Complaints: _____

3. Do all components function properly? ☐YES ☐NO
Complements or Complaints: _____

4. Is the workmanship satisfactory? ☐YES ☐NO
Complements or Complaints: _____

5. Have all questions been answered? ☐YES ☐NO
Complements or Complaints: _____

If the vehicle modification is not satisfactory, describe issue/s:
_____
_____
_____

Has the vehicle mod prescription been filled as specified, ready for payment? ☐Yes ☐No
Is additional work required? describe:
_____
_____

Sign here if the vehicle modification was satisfactory and accepted by all parties:

RSA Client's Signature: _____ Date:_____

CDRS Evaluator's Signature: _____ Date:_____

Equipment Installer Signature: _____ Date:_____

Counselor's Signature (or designee): _____ Date:_____

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
MODEL 1 COMMERICAL VEHICLES, INC.

This Linking Agreement ("Agreement") is entered into as of this day of , 2026, between the City of Glendale, an Arizona municipal corporation ("City"), and Model 1 Commercial Vehicles, Inc., an Indiana Corporation, authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

A. On April 1, 2026, Arizona Department of Transporation, a member of the State of Arizona Purchasing Cooperative Program, entered into a contract with Contractor to purchase the goods and services described in Mobility Vehicle and Conversion Services. Mobility Vehicle Modification services for Client owned equipment Contract No. CTR080563 ("Cooperative Agreement"), which is attached hereto as **Exhibit A**. The Cooperative Agreement allows its cooperative use by other governmental agencies, including the City.

B. Section 2-149 of the City's Procurement Code permits the Finance Director to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.

C. Section 2-149 also provides that the Finance Director may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.

D. The City wishes to contract with Contractor for supplies or services identical to those being provided to other units of government under the Cooperative Agreement. Contractor consents to the City's cooperative use of the terms and conditions of the Cooperative Agreement, and agrees to provide the supplies and services set forth in the Statement of Work appended hereto as **Exhibit B**.

AGREEMENT

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

1. Term of Agreement.

   A. As provided in the Cooperative Agreement, purchases can be made by governmental entities from the date of award, which was April 1, 2026, until the date the contract terminates on March 31, 2027, unless the term is extended by mutual agreement of the parties to the Cooperative Agreement. The Cooperative Agreement, however, may not be extended beyond April 30, 2031. The initial period of this Agreement is the period from the Effective Date of this Agreement until March 31, 2027.

   B. The City may extend the term of this Agreement for supplemental periods of up to a maximum of forty-eight (48) months if the Cooperative Agreement is likewise extended and the City gives the Contractor notice that it is exercising its option to extend this Agreement

30 days prior to the anniversary of the Effective Date. Glendale extensions are not automatic and shall only occur if the City affirmatively exercises its right to extend this Agreement.

2. Scope of Work; Terms, Conditions, and Specifications.

A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as **Exhibit B**.

B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as **Exhibit C**.

B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed seven million dollars ($7,000,000) for the entire term of the Agreement (initial term plus any extensions).

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

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

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

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

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

9. Uyghur Forced Labor Prevention Act (UFLPA). Contractor certifies that it does not currently, and during the term of this Agreement, will not use:

a. the forced labor of ethnic Uyghurs in the People's Republic of China;

b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and

c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

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

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

City of Glendale
c/o Nathan Whyte, Transit Administrator
6210 W. Myrtle Avenue, Building S
Glendale, AZ 85301
623-930-3509

and

Model 1 Commercial Vehicles, Inc.
c/o Jeff Pilon
9225 Priority Way Drive, Ste. 300
Indianapolis, IN 46240

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

"City"	"Contractor"
City of Glendale, an Arizona municipal corporation	Model 1 Commercial Vehicles, Inc., an Indiana Corporation
By: _____	By: _____
Patrick S. Banger	Name: Jason Spore
City Manager	Title: Transit Bid Manager

ATTEST:

_____
Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
MODEL 1 COMMERCIAL VEHICLES, INC.

EXHIBIT A
SEE ATTACHED STATE OF ARIZONA CONTRACT NUMBER CTR080563 MOBILITY VEHICLE AND CONVERSION SERVICES. MOBILITY VEHICLE MODIFICATION SERVICES FOR CLIENT OWNED EQUIPMENT.

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
MODEL 1 COMMERCIAL VEHICLES, INC.

EXHIBIT B
Scope of Work

This project is for the purchase of new buses, parts, equipment, and repair services on an as-needed basis per State of Arizona Contract No. CTR080563.

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
MODEL 1 COMMERCIAL VEHICLES, INC.

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method and amount of compensation is in accordance with EXHIBIT A attached.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Statement of Work must not exceed $7,000,000.00 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

SEE ATTACHED EXHIBIT A.

AGENDA ITEM: 19.

CITY COUNCIL REPORT

MEETING DATE: 05/12/2026
SUBMITTED FOR: Purab Adabala, Director
DEPARTMENT: Transportation

Subject

AUTHORIZATION TO AWARD OF REQUEST FOR PROPOSAL (RFP) 26-31 TO ENTER INTO AGREEMENTS WITH TWO VENDORS FOR RIGHT-OF-WAY LANDSCAPE MAINTENANCE
Presented by: Tony Abbo, Deputy Director, Transportation

Purpose and Recommended Action

This is a request for the City Council to award Request for Proposal (RFP) 26-31 and authorize the City Manager to enter into separate agreements for right-of-way (ROW) landscape maintenance services with the following vendors:

• URW, LLC – in an amount not to exceed $7,500,000 for the entire term of the contract.
• MARIPOSA LANDSCAPE ARIZONA, INC. – in an amount not to exceed $5,000,000 for the entire term of the contract.

The initial term of each agreement is one (1) year, with the option to renew for up to four (4) additional one-year periods at the discretion of the City Manager. These agreements have a combined amount not to exceed. $12,500,00 for the entire term of their agreements.

Background

The city of Glendale is responsible for maintaining landscaping along highways, streets, and municipal facilities, including alleys, stormwater channels, and public green spaces. Overall, the city manages approximately 28 million square feet of city-owned right-of-way (ROW), including both landscaped, irrigated areas and undeveloped areas. The ROW landscape program requires consistent service across multiple geographic service areas, varying landscape types, and high-volume maintenance tasks. The two qualified vendors will provide our program with the following essential services:

• Reduces service interruption risks by distributing workload between vendors.
• Ensures adequate staffing coverage across large and diverse service areas.
• Improves responsiveness to service calls and performance compliance.
• Supports high community expectations for clean, safe, and well-maintained public spaces.
• Aligns with performance-based contract requirements, including detailed reporting, irrigation, responsiveness, safety standards, and EPA-compliant chemical usage (per contract scopes).

Analysis

On January 21, 2026 the City issued a Request for Proposals (RFP) 26-31 for ROW landscaping services. Procurement received seven (7) proposals by the submission deadline of February 18, 2026. A panel of City staff determined that URW LLC and Mariposa Landscape Arizona LLC were the most qualified and cost-effective contractors to meet the requirements set forth in the RFP. A notice of Intent to Award (NIO) was issued on March 19, 2026. No protests were received.

Previous Related Council Action

No previous council items.

Community Benefit/Public Involvement

Maintaining clean, safe, and visually appealing public rights-of-way enhances community aesthetics, enhance safety, and over-all aesthetics for the City and its residents.

Fiscal Impact

Fiscal Year:	FY2026-27
Fiscal Year Amount Requested:	$2,500,000
Budgeted Y/N?:	Y
Account:	Various
Transfer Required? Y/N:	N
If Yes, what account will be used?:	N/A

Budget and Financial Impacts:

Funding will be available in the FY2026-27 Transportation Operating budget. Total expenditures are not to exceed $12,500,000 over the entire term of the agreements. Expenditures in future fiscal years are contingent upon Council budget approval.

Attachments

Agreement with URW, LLC

Agreement with Mariposa Landscape of Arizona, Inc

How was the item procured: Request for Proposal

Strategic Plan Connection:

Tier 1 Objective: Improve Community Experience

AGREEMENT FOR
LANDSCAPING SERVICES FOR RIGHT-OF-WAY
City of Glendale Solicitation No. RFP 26-31

This Agreement for Landscaping Services of Right-of-Way ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and URW, LLC, an Arizona corporation, authorized to do business in the State of Arizona, ("Contractor"), as of the _____ day of _____, 20 .

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. RFP 26-31 (the "Project");

B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto; and

C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

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

1. Key Personnel; Sub-contractors.

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

1.2 Project Team.

a. Project Manager.

(1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to complete the Project and handle all aspects of the Project (as determined by the City in its sole discretion); such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;

(2) The City must approve the designated Project Manager; and

(3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.

b. Project Team.

(1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."

(2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.

c. Discharge, Reassign, Replacement.

(1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

(2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.

(3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

(1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.

(2) Contractor will remain fully responsible for Sub-contractor's services.

(3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.

(4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. Schedule. The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. Contractor's Work.

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

3.2 Licensing. Contractor warrants that:

a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and

b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.

(2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

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

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

3.4 Coordination; Interaction.

a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").

b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.,* and other intellectual work product as may be applicable ("Work Product").

(1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.

(2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.

b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.

c. City Use.

(1) City may reuse the Work Product at its sole discretion.

(2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.

(3) In such case, City shall also remove any seal and title block from the Work Product.

4. Compensation for the Project.

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed $7,500,000, as specifically detailed in **Exhibit B** (the "Compensation").

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

a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.

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

c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. Billings and Payment.

5.1 Applications.

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

b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

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

b. Payment may be subject to or conditioned upon City's receipt of:

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

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

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

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

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

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the Effective Termination date, which may not be less than 30 days following the date of delivery.

a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.

b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.

b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than $2,000,000 or the amount of this Agreement, whichever is greater.

7. Conflict. Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. Insurance.

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

a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.

b. General Liability.

(1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least $2,000,000 per occurrence and $4,000,000 annual aggregate for each property damage and contractual property damage.

(2) Sub-contactors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least $2,000,000 per occurrence.

(3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.

(4) These limits may be met through a combination of primary and excess liability coverage.

c. Auto. A business auto policy providing a liability limit of at least $2,000,000 per accident for Contractor and $2,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.

d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:

(1) Cancellation or termination of Contractor or Sub-contractor's Policies;

(2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and

(3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.

f. Certificates of Insurance.

(1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.

(2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

(3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.

g. Other Contractors or Vendors.

(1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.

(2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).

h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.

(1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.

(2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.

b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.

c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.

b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. E-verify, Records and Audits. To the extent applicable under A.R.S. § 41-4401, the Contractor warrants their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective

papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

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

11. Uyghur Forced Labor Prevention Act (UFLPA). Contractor certifies that it does not currently, and during the term of this Agreement, will not use:

a. the forced labor of ethnic Uyghurs in the People's Republic of China;

b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and

c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

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

13. Notices.

13.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

a. The Notice is in writing; and

b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and

c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and

e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

13.2 Representatives.

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

URW, LLC
c/o Chris Testa
P.O. Box 8547
Phoenix AZ 85066

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

City of Glendale
c/o Shoalynn Gilliland
5970 W Brown St
Glendale, Arizona 85302
(623) 930-2863

With required copy to**:**

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

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

c. Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

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

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

15. Entire Agreement; Survival; Counterparts; Signatures.

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

a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

15.2 Interpretation.

a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

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

15.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

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

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

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

16. Term.

16.1 Extensions. The term of this Agreement commences upon the effective date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four (4) years, on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any extension period. Price adjustments will only be reviewed prior to the extension period and any such price adjustment will be a determining factor for any renewal. There are no automatic extensions or renewals of this Agreement.

16.2 Extension for Procurement Process. Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

17. Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

18. Cooperative Use of Contract. This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: http://www.mesaaz.gov/business/purchasing/save

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

Exhibit A Project
Exhibit B Compensation

(Signatures appear on the following page.)

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

City of Glendale,
an Arizona municipal corporation

_____

By: Patrick S. Banger
Its: City Manager

ATTEST:

_____

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

_____

Michael D. Bailey
City Attorney

URW, LLC,
an Arizona corporation

_____

By: Chris Testa
Its: President

EXHIBIT A

LANDSCAPING SERVICES FOR RIGHT-OF-WAY

PROJECT

RIGHT OF WAY LANDSCAPE – GENERAL REQUIREMENTS – CONTRACTOR SHALL

Provide consistent supervision of their employees.

Provide all necessary staffing, tools, equipment, vehicles, supplies, including (chemical, fertilizers, herbicides, post and pre-emergent), and ancillary items to perform all services proposed. Only chemicals registered and approved by the Environmental Protection Agency (EPA) shall be used.

Shall demonstrate they can: track fleet locations, employee time onsite, work schedules, onsite work performed with after photos via Green Sights app, and dispatch times.

Ensure that adequate staffing and resources are assigned to each Area of Service to achieve the designated Service Levels defined and any other applicable requirements.

Provide safe storage for found articles and deliver unclaimed articles on the following Monday to the Contract Monitor at the Transportation office located at 6210 W Myrtle Ave, Building P. All incidents of lost/found shall be recorded on the Weekly Work Report.

Perform all work during daylight hours. No work will be completed on weekends without prior approval from the City.

Perform all duties assigned Monday through Friday, excluding holidays. The City observes the following holidays: New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. If the successful Contractor wishes to work on any of the specified holidays, the Contractor shall coordinate an approval with the City.

Do not allow any person who is not an employee in the work area unless the City's Contract Monitor gives prior approval

Comply with Federal, State, and local laws, regulations, applicable permits, standards, and ordinances about health, safety, and protection of the environment. Failure to comply may be grounds for non-payment and termination of the contract

Perform intermittent walk-through audits with Contract Monitor to A) review work performed to identify and address subpar work that may be necessary to bring the contract area up to standard; B) review to identify special projects outside the routine scope of work

The Contract Monitor may request verification of certifications at any time during the term of the contract

LANDSCAPING – ROUTINE REQUIREMENTS – CONTRACTOR SHALL:

Turf Maintenance (Includes Mowing, Edging and Weeding) – Contractor shall:

Schedule mowing in accordance with irrigation schedules

Ensure mowing areas are clean and free of all debris before mowing, i.e., paper, stones, bottles, tree limbs, etc.

Perform mowing and edging together on the same day, and shall be scheduled in accordance with irrigation schedules

Apply post-emergent herbicide as necessary to keep areas weed-free, and do not harm the grass at the full label-directed rate

Control dust while mowing in compliance with Maricopa County Environmental Services Department Air Quality Division regulations

Ensure that the mowing height of turf does not exceed 2 ½ inches

Ensure mowing equipment operates at optimum speed with sharp mowing blades to produce clean cutting results

Equip all mowers with skirt guards

Remove mowed clippings from the property and dispose of them properly

Edge turf with a mechanical edger along walkways, curbs, and headers to maintain a neat appearance and ensure sprinkler heads are not damaged while edging; any sprinkler heads damaged in the process are to be replaced by the Contractor at his own expense

Inform the City Contract Monitor(s) of delays in the schedule due to excessive ground moisture, standing water, etc.

Provide an alternate schedule when delays in mowing occur

Keep all contracted areas, including adjacent sidewalks and curbs, and bull noses as applicable, free of weeds and invasive grasses

If applicable, lower (scalp) Bermuda grass to ½ inch or less the last week of September in preparation to over-seed with perennial Rye Seed

Only allow scalping of grass during the overseeding season

Provide verticutting of grass once per year during the growing season and/or as needed to reduce thatch buildup

Rake, retrieve, remove, and dispose of debris from the site. This includes the gathering and removal of all trash, organic material, as well as dog and horse feces, and any other organic material that was not generated by the contract area

Plant Material (Trees, Shrubs, and Groundcovers) – Contractor shall: 3.2.2.1. Provide landscaping services that include, but are not limited to, sidewalks, bridle paths, shoulders, right-of-way, bike and pedestrian paths, and medians

Remove dead, dying, diseased and broken portions of each plant or tree

Perform pruning in such a way that plant material does not create a visibility or physical obstruction to vehicular traffic, pedestrians, traffic signs, message boards, sight obstructions, or pathway obstructions

Do not blow or rake landscaping debris into the street, sidewalk, or parking lot

Prune trees to remove hazards by trimming branches that pose a risk. Keep branches at least 13 feet (13') above the street and out of pedestrian walkways and view corridors, with a minimum clearance of 8 feet (8') above the grounds

Remove all tree suckers and water sprouts from the ground to 8 feet above the trunk base

Be held responsible and cover the cost of replacing any damaged plant material due to negligence or accidental damage caused by the Contractor. This includes replacing plants that die due to lack of care, water, improper pruning, or the use of pesticides or chemicals

All replacement plants shall be free from circling and girdling roots at the time of planting

All trees must be planted in accordance with guidelines outlined in the University of Arizona's publication, AZ1022, Planting Guidelines: Container Trees & Shrubs

Be held responsible for insufficient delivery of water if Contractor caused a disruption to the water delivery system or did not notify Contract Monitor of irrigation problem(s).

The Contractor shall not be responsible for damage to or destruction of plant material that is the result of vandalism or damage caused by others

The Contractor shall immediately notify the Contract Monitor of any disease or pest infestation that may result in the destruction of plant material and report the location and number of distressed, diseased, dead, and missing plants to the Contract Monitor

If the contractor's poor plant maintenance or failure to disinfect tools before use on the city of Glendale property causes disease or pest infestation, the contractor will be responsible for all costs of restoring

the affected areas to their original condition, including plant material and labor

The Contractor shall stake any trees replaced during the contract period in accordance with ISA and City specifications: two 2" x 2" x 8' wooden tree stakes, or approved alternates, on each side of the tree (opposed), stakes shall not be located within the root ball, unless the tree no longer requires staking, as determined by the Contract Monitor

Immediately after windstorms, the Contractor shall check all contract areas for trees needing re-staking and retying and begin work to keep trees out of the streets, right-of-way, and sidewalks

Pruning and Trimming – Contractor Shall:

Prune all shrubs and ground covers limited to symmetrical (rounded) shapes. Pruning shrubs should be done in accordance with the guidelines established by the University of Arizona Cooperative Extension- https://extension.arizona.edu/sites/extension.arizona.edu/files/pubs/az1499-2016.pdf

Trim all shrubs to a tapered base so as not to allow accumulation of debris at the base of the shrub

Prune/trim to include the containment of vegetative growth four inches (6") to the inside of the curb line and/or sidewalks

Prune all shrubs and ground covers acceptably and consistently, to be approved by the Contract Monitor(s)

Remove all frost-killed plant material in the Spring, no later than April 1, at the discretion of the Contract Monitor(s)

Provide renovation pruning during the appropriate season and to the proper plants at the discretion of the Contract Monitor(s)

Prune shrubs and ground covers to their semi-natural parameters, but not over 30" in height in traffic view corridors

Prevent groupings of shrubs to create a hedge in accordance with Crime Prevention Through Environmental Design (CPTED) principles

Remove all invasive volunteer growing inside a ground cover, shrubs, or at the base of a tree immediately, mechanically or manually, along with the root

Prune/trim to include the containment of vegetative growth a minimum of six inches (6") to the inside of the curb line and/or sidewalk; overgrowth into streets, sidewalks, and pathways will be considered out of compliance

Shrub trimming intervals during the Spring/Summer season shall be per the schedule

Trim all shrubs during the Winter/Fall season as needed

Shrub trimming intervals may be adjusted at the City's discretion

The Contractor's tree pruning (where applicable) shall be performed following the International Society of Arboriculture (ISA) accepted practices, with no stubs, ripped bark, or pollarding

Remove water sprouts and suckers under 8 feet

Have working knowledge of the American National Pruning Standards (A300) and International Society of Arborists ISA Tree Pruning Guidelines, and shall adhere to the most recent edition of the American National Standard for Tree Care Operations (Z133.1)

Accomplish tree pruning with hand pruning saws, hand pole saws, hand pruners, loppers, gas-powered chain saws, or electric trimming devices

When the Arizona Department of Environmental Quality (ADEQ) issues a High Pollution Advisory (HPA), the use of leaf blowers and gas-powered equipment on governmental properties and right of ways is prohibited during the advisory period. It is the Contractor's responsibility to monitor HPA restrictions. In the event this standard is not met, the Contractor will be issued an out-of-compliance notice in writing

Remove dead, dying, diseased, and broken portions of each plant

Inform the Contract Monitor of the quantity and location of dead plant removals in the weekly report

Perform pruning in such a way that plant material does not create a visibility obstruction to vehicular traffic, and shrubs not to exceed 30 inches in height within the site triangle

Trim all sight obstructions within 24 hours of notification and keep them trimmed to prevent recurrence

Do not remove live shrubs or any tree without the approval of the City Contract Monitor

Raking Out of Decomposed Granite/Soil Areas – Contractor Shall: 3.2.4.1. Rake out all decomposed granite and bare ground areas as per the schedule in all contracted areas, including the gathering and removal of all trash, organic material, litter, dog and horse feces, and other material that was not generated by the contract area

Rake out, retrieve, remove from the site, and properly dispose of all material in accordance with all federal, state, and local laws, ordinances, and regulations

Irrigation Requirement – Contractor Shall:

Black and Yellow Lots, Airport

Inspect the irrigation system each week for proper operation and provide notification of such to the Contract Monitor. Inspection includes the furnishing of all labor and parts to replace missing emitters, bubblers, and sprinklers

Be responsible for irrigation water delivery past the valves, through the piping, tubing, emitters, and bubblers, and plug all emitters not delivering water to plant material (missing plants). The city will maintain valves, controllers, and back-flow prevention devices

Report location and number of missing plants to the City Contract Monitor monthly

Flush the irrigation system after repairs have been made, using the control valves. The Contractor may ONLY repair control valves on irrigation systems at the direction of the City Irrigation Technician and/or Contract Monitor

Repair control valves and control clocks on irrigation systems, when directed by the Contract Monitor, at the hourly rate established in the contract, plus parts or replacement components, as an addition to the monthly invoiced amount and noted separately

Raise valve boxes to the level of the ground surface, if needed, when directed by the Contract Monitor(s)

Water by hand, or other means, in accordance with plant and vegetation needs, until the proper operation of the irrigation system is restored if an irrigation system is out of service due to the Contractor's neglect

Must replace, at no expense to the city, any plant material that is lost due to Contractor negligence

Plug all emitters not delivering water to plant material at the Contractor’s expense

Be held responsible for damage done to irrigation system components and plant material due to careless operation of their vehicles and maintenance equipment

Complete all irrigation repairs within 48 business hours after discovery

Test all spray heads after each mowing by manually turning on each irrigation valve. Adjust and replace sprinkler heads to achieve maximum coverage and minimum overspray onto the street, sidewalks, or any other area that is not intended for irrigation. This pertains to the black lot, the yellow lot, and the airport turf areas

North Developed, South Developed, Downtown, SR101(Beardsley), Landscaped Alleys, US 60 (Grand), Northern Parkway, Westgate, and the Park and Ride

Visually inspect the irrigation system each week for proper operation and provide notification of such to the Contract Monitor. Inspection includes the furnishing of all labor and parts to replace missing emitters and bubblers Be responsible for irrigation water delivery past the valves, through the piping, tubing, emitters, and bubblers, and plug all emitters not delivering water to plant material (missing plants). The city will maintain valves, controllers, and back-flow prevention devices

Flush the irrigation system after repairs have been made, using the control valves. The Contractor may ONLY repair control valves on irrigation systems at the direction of the City Irrigation Technician and/or Contract Monitor

Repair control valves and control clocks on irrigation systems, when directed by the Contract Monitor, at the hourly rate established in the contract, plus parts or replacement components, as an addition to the monthly invoiced amount

Raise valve boxes to the level of the ground surface, if needed, when directed by the Contract Monitor(s)

Water by hand, or other means, in accordance with plant and vegetation needs, until the proper operation of the irrigation system is restored if an irrigation system is out of service due to the Contractor's neglect

Must replace, at no expense to the city, any plant material that is lost due to Contractor negligence

Plug all emitters not delivering water to plant material at the Contractor's expense

Be held responsible for damage done to irrigation system components and plant material due to careless operation of their vehicles and maintenance equipment

Complete all irrigation repairs within 48 business hours after discovery

The City's Contract Monitor(s) shall have final say on irrigation controller settings

Weed Abatement – Contractor Shall:

Weed as per schedule in all areas

Ensure all areas are free of weeds, including adjacent sidewalks and curbs

If weed abatement is not performed, the City Contract Monitor(s) may consider the maintenance to be unsatisfactory and the Contractor non-compliant, resulting in a penalty as defined below in Section 8

Control all landscaped areas with proper mechanical and chemical application, as necessary, to maintain contract areas weed and grass-free

Identify the chemicals used, including web links to the Safety Data Sheets

Treat all grasses and weeds with appropriate herbicide before mechanical removal

Maintain and ensure all assigned areas are weed and grass-free, including dead weeds and grass that were chemically treated

Apply all herbicide applications by an Arizona Department of Agriculture Office of Pest Management certified applicator

Chemicals and Pesticides – Contractor Shall:

Submit a list of proposed chemicals, complete with current Safety Data Sheet (SDS) specimen labels and specific application rates to be used, to the Contract Monitor for approval ten (10) days before commencement of the contract period

Must allow ten (10) days before chemical application for any additions or substitutions of the proposed chemicals

Not deviating from the approved list without prior written approval of the City Contract Monitor shall be grounds for non-payment and termination of the contract

Use chemicals and pesticides registered with the Environmental Protection Agency (EPA) and the State of Arizona Office of Pest Management (OPM) approval

Comply with all federal, state, and local laws, regulations, standards, and ordinances about health, safety, and EPA

Failure to comply with all federal, state, and local laws, regulations, standards, and ordinances about health, safety, and environmental protection shall be grounds for non-payment and immediate termination of contract

Ensure any personnel performing the required pest, insect, weed, and disease control services are licensed by the State of Arizona to perform the necessary services as approved by the State of Arizona OPM

Provide a list of all certified applicators, copies of licenses, certifications, and up-to-date training certificates when requested by the City

Track all chemicals, herbicides, pesticides, types, brands, quantities, and associated application ratios for Storm Water NPDES reporting and shall provide information when requested by the City Contract Monitor

Pre-Emergent Herbicide Application 9Spring and Fall Application) – Contractor Shall:

Not apply herbicide on windy days when there is a high chance of drifting

Treat all weeds and grasses with an appropriate herbicide before the weeds and grasses reach a height of six inches (6”), and the weeds and grasses must be mechanically removed

Include an ultra-violet colored dye in a sufficient amount to be visible for five (5) days after herbicide applications-for post-emergent chemical applications

Similarly, control weeds in the winter, but the use of a 2-4-D broadleaf herbicide is not permitted

Do not use soil sterilant of any type

Ensure all applications include decomposed granite, decorative rock, and non-landscaped bare areas per label instructions for long-term (12-month) control: one fall application (September – November) and one spring application (February – April)

Assure all trash, litter, debris, and all foreign material are cleared from the area to allow the pre-emergent to make direct contact with the soil before application

Water within fourteen (14) days, applying pre-emergent applications via a water buffalo or a water truck. The water will be provided via the City. The water truck or water buffalo will be at the Contractor’s expense

Obtain pre-emergent certifications for each seasonal application and submit the pre-emergent certifications to the Contract Monitor upon completion

Track all chemicals, herbicides, pesticides, types, brands, quantities, and associated application ratios for the State of Arizona, Office of Pest

Management division, and shall provide information when requested by the City Contract Monitor

Chemical application shall be conducted in compliance with the State of Arizona Office of Pest Management, primarily to inhibit and /or eradicate existing vegetation and/or weed growth

Permits for chemical control application shall be the responsibility of the Contractor

The Contractor shall provide the City of Glendale ROW Landscaping Division Contract Monitor a copy of the permit and all associated license requirements for their staff to apply herbicide chemicals before use, and they are to be approved by the City of Glendale Right of Way Landscaping Contract Monitor

The Contractor must provide spray logs to the city at a minimum of once per month

The Contractor is to ensure that no overspray reaches and affects private property and will hold the city harmless for any action therein

Any items that don't meet the standard, such as those mentioned earlier, will be removed by the contractor at no extra cost to the city

Provide necessary workforce, tools, equipment, and supplies or materials as needed to perform the duties of the contract

Post-Emergent – Weeds/Grass – Contractor Shall:

Not apply herbicide on windy days when there is a high chance of drifting

Treat all weeds and unwanted grasses with an appropriate herbicide before the weeds and grasses reach a height of three inches (3”), and the weeds and grasses must be mechanically or manually removed once the weeds have died from the chemical treatment

Include an ultra-violet colored dye in an amount to be visible for five (5) days after herbicide applications

Control dicots, monocots, and nut sedge using a herbicide (e.g., Round Up) or other approved equal or substitute labeled to kill undesired weeds, plants, and grasses, by the Contract Monitor(s) per the label instructions in the summer season

Control weeds in a similar manner (as described above in this section). The use of a 2-4-D broad-leaf herbicide is not permitted; the chemical must be approved by Contract Monitor(s) in the winter season

Do not use soil sterilant of any type

Track and submit all chemicals, herbicides, pesticides, types, brands, quantities, and associated application ratios for Storm Water NPDES reporting and shall provide information on weekly reports to the City Contract Monitor

It is the City's preference to manually remove weeds that exceed three (3") inches in height and width to provide immediate eradication and an aesthetically pleasing landscape

Chemical application shall be conducted in compliance with the State of Arizona Office of Pest Management, primarily to inhibit and /or eradicate existing vegetation and/or weed growth

Permits for chemical control application shall be the responsibility of the Contractor

The Contractor shall provide the City of Glendale Right of Way Landscape Division a copy of the permit and all associated license requirements for their staff to apply herbicide chemicals before use, and they are to be approved by the City of Glendale Right of Way Landscape Contract Monitor

Contractors must provide spray logs to the city at a minimum of once per month

The Contractor is to ensure that no overspray reaches and affects private property and will hold the city harmless for any action therein

Any items that don't meet the standard, such as those mentioned earlier, will be removed by the contractor at no extra cost to the city

Provide necessary workforce, tools, equipment, and supplies or materials as needed to perform the duties of the contract

Damaged Plant Material (Repairs or Replacements) – Contractor Shall:

Contractor is responsible for any adverse effects or death of plant materials due to the application of chemicals, runoff, and drift onto adjacent properties

Report to the Contract Monitor any damaged flora immediately and provide pictures of damaged flora. Contractor will be considered non-compliant if not reported promptly

At their own expense, make all repairs or replacements of damaged plant material within two weeks. Once approved by the City, the Contract Monitor will determine the scope of damage and approve all repairs and plant replacements

Soil/Turf Conditioning – Contractor Shall:

Notify the City Contract Monitor(s) at least two (2) weeks before the date of performing soil/turf conditioning, such as turf fertilization, and chemical weed control

Apply two (2) times a year (Applications and associated rates must be approved by City Contract Monitor(s) two weeks before application:

• April – Ammonium sulfate at a rate of 1 pound per 1,000 square feet

• September – 21-7-14 or approved equal at a rate of one pound of nitrogen per 1,000 square feet. Must be homogeneous type

Apply Perennial Rye seed at the rate of 12-15 pounds per 1,000 square feet over scalped areas in September, no later than one (1) day after scalping. NOTE- Not currently applicable due to drought restrictions

Apply starter fertilizer 16-20-0 or equal upon the approval of City Contract Monitor(s) and area top dressed in mulch. NOTE- Not currently applicable due to drought restrictions

Aerate turf areas twice a year during the warm-season grass-growing period, April -September

All turf irrigation heads, valve boxes, etc., must be identified and marked accordingly by the Contractor before aeration

Any damage will result in a fine. Refer to section 8. PERFORMANCE LEVELS / NON-PERFORMANCE FEES / PERFORMANCE METRICS

Erosion Control – Contractor Shall:

Upon request by the City, maintain the integrity of all developed and non-developed ROW landscaped areas by restoring erosion-damaged areas. Remove and dispose of all debris generated from this work

Supply labor and ALL equipment (tractor, front-end loader, etc.) as necessary to perform the contracted services

Trash/Litter Disposal – Contractor Shall:

Retrieve, remove, and dispose of all foreign material that is not part of the landscape, which includes but not limited to, trash, papers, cans, bottles, broken glass, feces, dead plant material, realty and yard sale signs, etc., from the contract areas and sidewalks, including any debris that is present along the curb and street weekly. If a Contractor finds foreign materials that are not identifiable or are deemed potentially hazardous, the Contractor shall contact the Contract Monitor immediately

Do not disturb political signs and report any sight obstructions to the Contract Monitor

Service areas may include, but are not limited to, City of Glendale designated sidewalks, bridle paths, ROW shoulders, bike and pedestrian paths, and any other City-owned properties specified within this scope of work

Fully cover all open bed trucks used for the transportation of waste

Dispose of all debris and any other matter removed from the contracted area in compliance with Federal, State, County, and City regulations

Be solely responsible for any disposal fees (dumping charges) incurred

Remove all found tires from contracted areas

WORK SCHEDULES –Provide a complete, detailed work schedule to the Contract Monitor to include:

Proposed days and times, equipment, and crew size to perform the work at each work area

Provide Special crew member names and licenses that will be applying herbicides or pesticides, and the name of the Supervisor(s) who will oversee the work performed

Provide monthly work schedules that reflect adequate and appropriate time for completion of all routine work activities on a daily, weekly, and monthly basis, as well as seasonal work activities on an annual basis

Provide work schedules that identify routine and any special tasks

Ensure any changes to work schedules are provided to the Contract Monitor by Friday, 4:00 p.m., for the following week

Complete all work during the calendar week in which it is scheduled unless circumstances occur that are beyond the control of the Contractor and approved by the Contract Monitor

Understand that failure to submit schedules as prescribed may be grounds for termination of the contract

REPORTING – CONTRACTOR SHALL:

Provide a completed work schedule report weekly, with hours and the number of employees onsite 5.2. Use the Glendale Green Sights app to track ALL completed work, including before and after photos and tracking tasks performed

Submit to the Contract Monitor the schedule of pre-emergent applications ten (10) workdays before application, as well as notify the Contract Monitor of any changes immediately due to inclement conditions

Submit post-application spray logs within the same week of application. City reserves the right to modify these schedules and the products used

BILLING AND INVOICING – CONTRACTOR SHALL:

Contractors MUST provide a detailed monthly invoice which includes the following

• City Purchase Order reference number

• Hours of service

• Dates of service

• Itemized products or services rendered

• Identify the Area of Service or location by areas of service

• Separate line item for any product discount (if applicable)

• Separate line item for sales tax

• Submit invoice within two weeks of job completion

• At the end of the fiscal year, all invoices must be submitted no later than June 16th

MODIFICATIONS TO PRODUCTS, SCHEDULES OR SERVICES

The City reserves the right to expand or delete landscaping service requirements and/or Areas of Service at any time during the contract period when it is deemed to be in the City's best interest 7.2. In the event of additional service requirements and/or Areas of Service, the City and Contractor shall agree upon changes in writing by completing an Amendment to the Agreement

Should the City and the Contractor not agree on additional service charges, the City reserves the right to perform the extra services with City personnel or other outside contract services

The City reserves the right to make changes to the landscape schedule(s) when it is deemed to be in the City's best interest

The Contractor shall not be compensated for the loss of work due to deletions or substitutions to the Contract

PERFORMANCE LEVELS/NON-PERFORMANCE FEES/PERFORMANCE METRICS

The resulting agreement will be a performance-based contract directly related to the performance metrics below. Quarterly performance meetings will be held to review and discuss the performance metrics

Ref # Description of Situation Amount to be Deducted per Incident

3.6.A Non-compliance with Federal, State, and local laws, regulations, applicable permits, standards, and ordinances about health, safety, and protection of the environment. $100

3.6.B Subpar work that may be necessary to bring the contract area up to standard. $50

3.6.C Failure to produce a proper certification relevant to work performed upon request $100

3.6.D Complete all irrigation repairs within 48 business hours of identifying areas unless otherwise directed by the City. $100

All litter is removed from all undeveloped public right-of-way areas 100% Fine imposed in the amount of $100 if this metric is not met per site

All litter removed from all developed public right-of-way areas 100% Fine imposed in the amount of $100 if this metric is not met per site

All shrubs in public right-of-way areas are trimmed to prevent visibility obstructions 100% Fine imposed in the amount of $100 if this metric is not met per incident

All tree skirts in public right-of-way areas are maintained below the 8ft level 100% Fine imposed in the amount of $100 if this metric is not met per site

Pre-emergent was completed on all granite and bare areas 90% Fine imposed in the amount ranging from $500 if this metric is not met per site.

Post-emergent completed on all granite and bare areas 90% Fine imposed in the amount of $100 if this metric is not met per site

Damage while completing aeration and fertilization of all turf areas due to the failure to mark and flag irrigation bell boxes and sprinkler heads	90%	Fine imposed in the amount of time, labor, and materials for repairs if this metric is not met per area at a rate of $50 per hour plus the cost of materials.

EXHIBIT B

LANDSCAPING SERVICES FOR RIGHT-OF-WAY

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Per section 4 of this agreement.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed $7,500,000.

DETAILED PROJECT COMPENSATION

Per pricing workbook.

City of Glendale
Solicitation Number: RFP 26-31 / 42600037
LANDSCAPING SERVICES FOR RIGHT-OF-WAY

North Developed

Regular Routine Work

Task	Area Type	Frequency	Notes
Site Inspection	All Areas	Weekly	Signs of irrigation leaks, plant and tree health, vandalism, etc.
Weed Abatement	All Areas	Weekly or as needed	No bigger than 3", no more than 10% coverage
Pre-Emergent	All Areas	One to Two times a year	Herbicide and Rates Must be approved by ROW contract monitor
Trash/Litter/Debris/Tires etc.	All Areas	Weekly	Remove all foreign objects from contracted areas.
Blowing/Raking/Sweeping	All Areas	As needed	No blowing on high pollution days
Prune Shrubs	All Areas	Monthly/As needed	Sight triangles must be followed.
Rejuvenation Cuts (Shrubs Only)	All Areas	Once per year or as needed	Scheduled by ROW contract monitor
Visual Irrigation Inspection & Repair	All Areas	Weekly	Contractor responsible for everything after the valve: " Lateral lines, emitters, etc.".
Tree Clearance/water sprouts/suckers	Road signs, sidewalks, walkways	As needed	Maintain 13' above pavement, and concrete vehicular travel lanes, 8' above sidewalks/ Suckers and Waters Sprouts 8' from the ground.

AREA ID	APPROX_SQ_FT	Total monthly Cost Per Site	Billing Frequency	Total Annual Cost Per Site (C X 12)
1005-C-10M	824	$ 5.93		$ 71.16
1206-C-10M	6907	$ 49.73		$ 596.76
1308-C-01	23389	$ 168.40		$ 2,020.81
1606-D-05M	1183	$ 8.52		$ 102.24
1508-A-10M	15042	$ 108.30		$ 1,299.63
1507-B-05M	12832	$ 92.39		$ 1,108.68
1506-B-05M	5113	$ 36.81		$ 441.76
1506-A-05M	18294	$ 131.72		$ 1,580.60
1506-B-10	64308	$ 463.02		$ 5,556.21
1506-B-20	9258	$ 66.66		$ 799.89
1608-C-05M	22644	$ 163.04		$ 1,956.44
1607-A-05M	12788	$ 92.07		$ 1,104.88
1607-C-05M	17450	$ 125.64		$ 1,507.68
1506-B-25	28922	$ 208.24		$ 2,498.86
1506-D-05	3161	$ 22.76		$ 273.11
1506-C-15M	1869	$ 13.46		$ 161.48
1506-C-10M	19790	$ 142.49		$ 1,709.86
1506-D-30	43317	$ 311.88		$ 3,742.59
1508-C-05M	24012	$ 172.89		$ 2,074.64
1509-C-05M	14881	$ 107.14		$ 1,285.72
1509-D-05M	26548	$ 191.15		$ 2,293.75
1409-B-05	33919	$ 244.22		$ 2,930.60
1408-A-10M	16200	$ 116.64		$ 1,399.68
1409-B-20M	15735	$ 113.29		$ 1,359.50
1409-B-15	16008	$ 115.26		$ 1,383.09
1409-A-10M	11371	$ 81.87		$ 982.45
1708-B-10	10703	$ 77.06		$ 924.74
1708-D-05	12466	$ 89.76		$ 1,077.06
1707-A-10M	1658	$ 11.94		$ 143.25
1708-D-15M	2942	$ 21.18		$ 254.19
1708-C-10	30733	$ 221.28		$ 2,655.33
1708-C-05	18731	$ 134.86		$ 1,618.36
1708-C-15M	5191	$ 37.38		$ 448.50
1706-A-05W	96350	$ 693.72		$ 8,324.64

1706-A-05E	131346	$ 945.69		$ 11,348.29
1606-C-05M	21015	$ 151.31		$ 1,815.70
1606-A-05M	23518	$ 169.33		$ 2,031.96
1706-A-05M	48222	$ 347.20		$ 4,166.38
1506-D-10M	20120	$ 144.86		$ 1,738.37
1506-C-20M	28257	$ 203.45		$ 2,441.40
1406-A-10	1288	$ 9.27		$ 111.28
1507-D-05M	20864	$ 150.22		$ 1,802.65
1507-C-15M	28406	$ 204.52		$ 2,454.28
1407-A-15	38187	$ 274.95		$ 3,299.36
1407-B-05	19992	$ 143.94		$ 1,727.31
1408-B-30	31841	$ 229.26		$ 2,751.06
1407-A-10M	17918	$ 129.01		$ 1,548.12
1407-A-05	28502	$ 205.21		$ 2,462.57
1408-B-10	12983	$ 93.48		$ 1,121.73
1508-D-05M	50145	$ 361.04		$ 4,332.53
1408-A-15	24916	$ 179.40		$ 2,152.74
1508-C-10M	51912	$ 373.77		$ 4,485.20
1408-A-05	13523	$ 97.37		$ 1,168.39
1409-B-10	12429	$ 89.49		$ 1,073.87
1409-C-05M	11742	$ 84.54		$ 1,014.51
1409-C-20M	5306	$ 38.20		$ 458.44
1409-C-10M	3266	$ 23.52		$ 282.18
1409-D-05M	16649	$ 119.87		$ 1,438.47
1408-C-10M	20866	$ 150.24		$ 1,802.82
1408-C-05	12569	$ 90.50		$ 1,085.96
1409-B-30M	22554	$ 162.39		$ 1,948.67
1409-B-25	98653	$ 710.30		$ 8,523.62
1308-B-01M	239	$ 1.72		$ 20.65
1408-D-20M	1468	$ 10.57		$ 126.84
1408-D-10	10628	$ 76.52		$ 918.26
1407-C-10M	3665	$ 26.39		$ 316.66
1407-C-05	27818	$ 200.29		$ 2,403.48
1407-B-10	10572	$ 76.12		$ 913.42
1406-A-05	9260	$ 66.67		$ 800.06
1407-D-05	4050	$ 29.16		$ 349.92
1406-C-05	5026	$ 36.19		$ 434.25
1407-C-15M	1920	$ 13.82		$ 165.89
1306-B-10	43659	$ 314.34		$ 3,772.14
1306-D-05	91188	$ 656.55		$ 7,878.64
1206-B-05M	1790	$ 12.89		$ 154.66
1306-D-10	25502	$ 183.61		$ 2,203.37
1206-B-10	11175	$ 80.46		$ 965.52
1206-B-15	95066	$ 684.48		$ 8,213.70
1409-C-15M	19730	$ 142.06		$ 1,704.67
1409-D-10M	79807	$ 574.61		$ 6,895.32
1408-C-15M	21474	$ 154.61		$ 1,855.35
1408-D-15M	17278	$ 124.40		$ 1,492.82
1307-A-15M	9432	$ 67.91		$ 814.92
1407-C-20M	20911	$ 150.56		$ 1,806.71
1407-D-20M	20978	$ 151.04		$ 1,812.50
1406-C-15M	18079	$ 130.17		$ 1,562.03
1306-A-05M	8700	$ 62.64		$ 751.68
1308-D-03	3499	$ 25.19		$ 302.31
1308-D-02	17645	$ 127.04		$ 1,524.53
1208-B-10	779	$ 5.61		$ 67.31
1307-A-10	13579	$ 97.77		$ 1,173.23
1308-B-02	11853	$ 85.34		$ 1,024.10
1307-A-20	17900	$ 128.88		$ 1,546.56
1307-B-05	10512	$ 75.69		$ 908.24
1307-C-20M	6956	$ 50.08		$ 601.00
1308-D-01	25432	$ 183.11		$ 2,197.32

1307-C-15	20890	$ 150.41		$ 1,804.90
1207-A-15M	4006	$ 28.84		$ 346.12
1207-A-10	20266	$ 145.92		$ 1,750.98
1207-A-09	16754	$ 120.63		$ 1,447.55
1207-C-10	15962	$ 114.93		$ 1,379.12
1207-C-07M	1237	$ 8.91		$ 106.88
1306-C-10	8173	$ 58.85		$ 706.15
1307-D-05	8198	$ 59.03		$ 708.31
1107-A-10M	2894	$ 20.84		$ 250.04
1107-A-05	16733	$ 120.48		$ 1,445.73
1107-C-10	29274	$ 210.77		$ 2,529.27
1107-C-05M	2314	$ 16.66		$ 199.93
1007-A-10M	2193	$ 15.79		$ 189.48
1007-A-005	23689	$ 170.56		$ 2,046.73
1007-C-05	19051	$ 137.17		$ 1,646.01
1007-C-10M	1975	$ 14.22		$ 170.64
1007-C-25M	1779	$ 12.81		$ 153.71
0907-A-10M	2808	$ 20.22		$ 242.61
0907-C-05	22558	$ 162.42		$ 1,949.01
0907-C-15M	1987	$ 14.31		$ 171.68
1207-A-20	33432	$ 240.71		$ 2,888.52
1307-C-05	8953	$ 64.46		$ 773.54
1307-C-25M	7697	$ 55.42		$ 665.02
1207-B-10M	17202	$ 123.85		$ 1,486.25
1207-B-15	26481	$ 190.66		$ 2,287.96
1307-D-10	8139	$ 58.60		$ 703.21
1306-C-05	9437	$ 67.95		$ 815.36
1207-B-40M	21260	$ 153.07		$ 1,836.86
1206-A-05M	13356	$ 96.16		$ 1,153.96
1207-B-20	7620	$ 54.86		$ 658.37
1207-D-05	8377	$ 60.31		$ 723.77
1206-A-05	451	$ 3.25		$ 38.97
1206-C-005	1548	$ 11.15		$ 133.75
1207-C-25	3499	$ 25.19		$ 302.31
1207-C-20	4859	$ 34.98		$ 419.82
1206-C-15M	689	$ 4.96		$ 59.53
1206-A-15	44523	$ 320.57		$ 3,846.79
1206-D-10	3264	$ 23.50		$ 282.01
1206-D-05	95826	$ 689.95		$ 8,279.37
1106-D-10M	1073	$ 7.73		$ 92.71
1107-B-05	6998	$ 50.39		$ 604.63
1107-B-15	19112	$ 137.61		$ 1,651.28
1106-A-05M	5007	$ 36.05		$ 432.60
1106-C-10M	16448	$ 118.43		$ 1,421.11
1106-B-05	6995	$ 50.36		$ 604.37
1106-C-15	10368	$ 74.65		$ 895.80
1107-C-15	8066	$ 58.08		$ 696.90
1007-A-25	9311	$ 67.04		$ 804.47
1107-D-10	8306	$ 59.80		$ 717.64
1007-B-10	31281	$ 225.22		$ 2,702.68
1107-D-15M	2457	$ 17.69		$ 212.28
1106-C-20M	2409	$ 17.34		$ 208.14
1006-A-15	5295	$ 38.12		$ 457.49
1006-A-30	17880	$ 128.74		$ 1,544.83
1006-B-05	10462	$ 75.33		$ 903.92
1007-A-20	7510	$ 54.07		$ 648.86
1007-B-15	19884	$ 143.16		$ 1,717.98
1006-A-10M	9965	$ 71.75		$ 860.98
1006-A-05	13190	$ 94.97		$ 1,139.62
1007-C-20	27286	$ 196.46		$ 2,357.51
1007-C-15	15567	$ 112.08		$ 1,344.99
1007-D-35	3491	$ 25.14		$ 301.62

1007-D-05	5640	$ 40.61		$ 487.30
1007-D-10	10666	$ 76.80		$ 921.54
1007-D-20	12880	$ 92.74		$ 1,112.83
1007-D-30M	2228	$ 16.04		$ 192.50
1006-C-05M	14514	$ 104.50		$ 1,254.01
1006-C-10	13296	$ 95.73		$ 1,148.77
1006-C-25	17621	$ 126.87		$ 1,522.45
1006-C-20	5810	$ 41.83		$ 501.98
1006-D-05	5625	$ 40.50		$ 486.00
1006-D-15	10266	$ 73.92		$ 886.98
1005-C-05	10524	$ 75.77		$ 909.27
1005-C-20	10548	$ 75.95		$ 911.35
1005-C-15	3813	$ 27.45		$ 329.44
1005-D-05	8990	$ 64.73		$ 776.74
1005-D-20	5467	$ 39.36		$ 472.35
0907-A-15	15215	$ 109.55		$ 1,314.58
0907-B-05	18421	$ 132.63		$ 1,591.57
1007-D-40M	17246	$ 124.17		$ 1,490.05
1006-C-30M	16275	$ 117.18		$ 1,406.16
0906-A-10	8176	$ 58.87		$ 706.41
1006-D-20M	8159	$ 58.74		$ 704.94
1005-C-25M	838	$ 6.03		$ 72.40
0906-B-10	7263	$ 52.29		$ 627.52
0906-B-15	3555	$ 25.60		$ 307.15
0905-A-10M	870	$ 6.26		$ 75.17
0905-A-20	6757	$ 48.65		$ 583.80
0905-A-25	13663	$ 98.37		$ 1,180.48
0905-B-10	8549	$ 61.55		$ 738.63
0905-B-05	15871	$ 114.27		$ 1,371.25
0906-A-05M	10923	$ 78.65		$ 943.75
0907-B-10	11450	$ 82.44		$ 989.28
0906-B-05	26716	$ 192.36		$ 2,308.26
0906-B-35	6992	$ 50.34		$ 604.11
0906-B-25	326	$ 2.35		$ 28.17
0905-A-30	6735	$ 48.49		$ 581.90
0907-C-15	34430	$ 247.90		$ 2,974.75
0907-C-20	8404	$ 60.51		$ 726.11
0907-D-01	67773	$ 487.97		$ 5,855.59
0906-C-05	5005	$ 36.04		$ 432.43
0906-C-10	11331	$ 81.58		$ 979.00
0905-C-10	11065	$ 79.67		$ 956.02
0906-D-05	2264	$ 16.30		$ 195.61
0905-C-05M	1146	$ 8.25		$ 99.01
0905-D-10M	2027	$ 14.59		$ 175.13
0906-C-15	4266	$ 30.72		$ 368.58
0906-D-15	16039	$ 115.48		$ 1,385.77
0905-C-15	4076	$ 29.35		$ 352.17
0906-D-10M	967	$ 6.96		$ 83.55
0905-C-25M	1027	$ 7.39		$ 88.73
1507-A-05M	18871	$ 135.87		$ 1,630.45
1507-A-15M	4610	$ 33.19		$ 398.30
1507-C-10M	25999	$ 187.19		$ 2,246.31
0906-C-25M	2998	$ 21.59		$ 259.03
0906-C-20M	2285	$ 16.45		$ 197.42
0907-D-05M	1090	$ 7.85		$ 94.18
1409-C-25	17321	$ 124.71		$ 1,496.53
1508-A-05M	15956	$ 114.88		$ 1,378.60
1508-A-07M	8930	$ 64.30		$ 771.55
1406-D-15M	15202	$ 109.45		$ 1,313.45
1708-A-05	59968	$ 431.77		$ 5,181.24
1708-A-07	17525	$ 126.18		$ 1,514.16
1708-B-03	18804	$ 135.39		$ 1,624.67

1708-B-05	17564	$ 126.46		$ 1,517.53
1708-B-07	30368	$ 218.65		$ 2,623.80

Extra Work Rates			
Task	**Unit Type**	**Rate Type**	**Cost**
Storm Related After Hours	3-Man Crew	Hourly	$187.50
Tree Pruning	Per Tree or Houry rate	Unit Cost	$61.70 (per man hour)

City of Glendale
Solicitation Number: RFP 26-31 / 42600037
LANDSCAPING SERVICES FOR RIGHT-OF-WAY

South Developed

Regular Routine Work

Task	Area Type	Frequency	Notes
Site Inspection	All Areas	Weekly	Signs of irrigation leaks, plant and tree health, vandalism, etc.
Weed Abatement	All Areas	Weekly or as needed	No bigger than 3", no more than 10% coverage
Pre-Emergent	All Areas	One to Two times a year	Herbicide and Rates Must be approved by ROW contract monitor
Trash/Litter/Debris/Tires etc.	All Areas	Weekly	Remove all foreign objects from contracted areas.
Blowing/Raking/Sweeping	All Areas	As needed	No blowing on high pollution days
Prune Shrubs	All Areas	Monthly/As needed	Sight triangles must be followed.
Rejuvenation Cuts (Shrubs Only)	All Areas	Once per year or as needed	Scheduled by ROW contract monitor
Visual Irrigation Inspection & Repair	All Areas	Weekly	Contractor responsible for everything after the valve: " Lateral lines, emitters, etc.".
Tree Clearance/water sprouts/suckers	Road signs, sidewalks, walkways	As needed	Maintain 13' above pavement, and concrete vehicular travel lanes, 8' above sidewalks/ Suckers and Waters Sprouts 8' from the ground.

AREA ID	APPROX_ SQ_FT	Total Monthly Cost Per Site	Billing Frequency	Total Annual Cost Per Site (C X 12)
0711-C-30	22941	$ 183.53		$ 2,202.34
0711-C-35M	4775	$ 38.20		$ 458.40
0711-C-15M	5329	$ 42.63		$ 511.58
0611-A-10	45987	$ 367.90		$ 4,414.75
0811-C-05	13628	$ 109.02		$ 1,308.29
0511-C-15	45206	$ 361.65		$ 4,339.78
0511-C-10M	7958	$ 63.66		$ 763.97
0511-C-05	1165	$ 9.32		$ 111.84
0505-D-05M	4105	$ 32.84		$ 394.08
0713-D-05M	7076	$ 56.61		$ 679.30
0505-C-05M	2680	$ 21.44		$ 257.28
0708-B-15M	11792	$ 94.34		$ 1,132.03
0708-B-10M	9940	$ 79.52		$ 954.24
0611-A-01M	2224	$ 17.79		$ 213.50
0610-B-25M	772	$ 6.18		$ 74.11
0505-C-15M	995	$ 7.96		$ 95.52
0505-C-10	10977	$ 87.82		$ 1,053.79
0505-A-05	2567	$ 20.54		$ 246.43
0505-B-20	12965	$ 103.72		$ 1,244.64
0506-D-10M	2492	$ 19.94		$ 239.23
0605-B-05	9731	$ 77.85		$ 934.18
0605-A-10	15443	$ 123.54		$ 1,482.53
0605-D-05M	1471	$ 11.77		$ 141.22
0505-B-15	7006	$ 56.05		$ 672.58

0707-D-65	13665	$	109.32		$ 1,311.84
0606-A-15	1241	$	9.93		$ 119.14
0706-C-25M	169	$	1.35		$ 16.22
0506-D-05	30920	$	247.36		$ 2,968.32
0506-C-05M	2422	$	19.38		$ 232.51
0705-D-12M	1325	$	10.60		$ 127.20
0705-D-10	17077	$	136.62		$ 1,639.39
0705-C-05	9826	$	78.61		$ 943.30
0605-C-25	2344	$	18.75		$ 225.02
0706-C-05M	375	$	3.00		$ 36.00
0707-D-60M	128	$	1.02		$ 12.29
0606-B-05	10876	$	87.01		$ 1,044.10
0805-D-25M	1126	$	9.01		$ 108.10
0805-C-05M	1110	$	8.88		$ 106.56
0805-D-15	17639	$	141.11		$ 1,693.34
0506-C-10M	3599	$	28.79		$ 345.50
0507-D-25M	2457	$	19.66		$ 235.87
0506-C-15	23737	$	189.90		$ 2,278.75
0506-C-20M	3057	$	24.46		$ 293.47
0506-A-10M	2953	$	23.62		$ 283.49
0506-A-15M	1729	$	13.83		$ 165.98
0607-B-20	25487	$	203.90		$ 2,446.75
0506-A-05	10017	$	80.14		$ 961.63
0606-A-20M	1565	$	12.52		$ 150.24
0606-A-10	7894	$	63.15		$ 757.82
0606-A-05	1323	$	10.58		$ 127.01
0606-C-15	1383	$	11.06		$ 132.77
0806-D-25M	1168	$	9.34		$ 112.13
0705-A-10M	1153	$	9.22		$ 110.69
0606-C-10	2124	$	16.99		$ 203.90
0606-C-05M	3204	$	25.63		$ 307.58
0806-A-10	17804	$	142.43		$ 1,709.18
0507-C-25M	1791	$	14.33		$ 171.94
0507-C-20	5251	$	42.01		$ 504.10
0507-C-05M	1776	$	14.21		$ 170.50
0507-D-10	14997	$	119.98		$ 1,439.71
0507-C-10	8912	$	71.30		$ 855.55
0507-A-20M	1873	$	14.98		$ 179.81
0607-C-20M	2463	$	19.70		$ 236.45
0607-C-05M	2073	$	16.58		$ 199.01
0607-A-15M	950	$	7.60		$ 91.20
0707-C-30M	1857	$	14.86		$ 178.27
0707-C-10M	666	$	5.33		$ 63.94
0509-B-15	2892	$	23.14		$ 277.63
0707-C-05	2077	$	16.62		$ 199.39
0607-C-01	1145	$	9.16		$ 109.92
0607-C-10	12773	$	102.18		$ 1,226.21
0607-C-15	2754	$	22.03		$ 264.38
0507-A-15	7555	$	60.44		$ 725.28

0707-D-45	708	$ 5.66		$ 67.97
0706-D-10	15260	$ 122.08		$ 1,464.96
0706-B-20	53074	$ 424.59		$ 5,095.10
0507-B-20	16161	$ 129.29		$ 1,551.46
0607-D-05	15993	$ 127.94		$ 1,535.33
0607-B-25	523	$ 4.18		$ 50.21
0607-B-15	2048	$ 16.38		$ 196.61
0607-B-14	3011	$ 24.09		$ 289.06
0607-B-10	1966	$ 15.73		$ 188.74
0706-B-05	16043	$ 128.34		$ 1,540.13
0607-B-05	7612	$ 60.90		$ 730.75
0707-D-55	11277	$ 90.22		$ 1,082.59
0707-D-50	3889	$ 31.11		$ 373.34
0707-D-40	5496	$ 43.97		$ 527.62
0707-D-25	3596	$ 28.77		$ 345.22
0707-D-30	9585	$ 76.68		$ 920.16
0706-C-10	54143	$ 433.14		$ 5,197.73
0611-B-45M	2453	$ 19.62		$ 235.49
0711-C-25M	19795	$ 158.36		$ 1,900.32
0708-D-15	20609	$ 164.87		$ 1,978.46
0708-D-10	35652	$ 285.22		$ 3,422.59
0708-D-25M	23026	$ 184.21		$ 2,210.50
0608-D-15	702	$ 5.62		$ 67.39
0608-D-20M	2013	$ 16.10		$ 193.25
0508-D-05	11214	$ 89.71		$ 1,076.54
0508-D-10M	2073	$ 16.58		$ 199.01
0508-D-15	25183	$ 201.46		$ 2,417.57
0508-C-15	22872	$ 182.98		$ 2,195.71
0807-A-05M	2241	$ 17.93		$ 215.14
0807-A-15	22120	$ 176.96		$ 2,123.52
0808-B-25	4380	$ 35.04		$ 420.48
0807-A-30	3311	$ 26.49		$ 317.86
0807-A-20	13859	$ 110.87		$ 1,330.46
0807-A-25	6077	$ 48.62		$ 583.39
0806-A-05	4548	$ 36.38		$ 436.61
0806-B-05	10101	$ 80.81		$ 969.70
0805-A-15M	905	$ 7.24		$ 86.88
0805-A-20	4453	$ 35.62		$ 427.49
0805-B-10	8409	$ 67.27		$ 807.26
0805-B-20	13598	$ 108.78		$ 1,305.41
0805-D-10	25595	$ 204.76		$ 2,457.12
0807-B-15	2254	$ 18.03		$ 216.38
0807-D-10	12558	$ 100.46		$ 1,205.57
0807-D-30	5336	$ 42.69		$ 512.26
0807-D-25	5354	$ 42.83		$ 513.98
0806-B-15	10829	$ 86.63		$ 1,039.58
0806-B-20	15514	$ 124.11		$ 1,489.34
0805-A-10	8585	$ 68.68		$ 824.16
0806-D-15	17015	$ 136.12		$ 1,633.44

0806-D-20	10198	$	81.58		$ 979.01
0805-A-30	16245	$	129.96		$ 1,559.52
0805-C-15	30878	$	247.02		$ 2,964.29
0805-C-20	21374	$	170.99		$ 2,051.90
0805-C-10	10834	$	86.67		$ 1,040.06
0805-D-05	11578	$	92.62		$ 1,111.49
0708-D-05M	10537	$	84.30		$ 1,011.55
0509-D-20	44680	$	357.44		$ 4,289.28
0510-D-15	43030	$	344.24		$ 4,130.88
0710-C-05M	21867	$	174.94		$ 2,099.23
0709-C-10	7102	$	56.82		$ 681.79
0709-C-20	20644	$	165.15		$ 1,981.82
0709-D-10	8767	$	70.14		$ 841.63
0708-C-05M	1484	$	11.87		$ 142.46
0708-D-20	1614	$	12.91		$ 154.94
0710-C-15M	20920	$	167.36		$ 2,008.32
0710-D-15M	14210	$	113.68		$ 1,364.16
0709-C-25M	22689	$	181.51		$ 2,178.14
0709-D-17M	9325	$	74.60		$ 895.20
0709-D-18M	2664	$	21.31		$ 255.74
0709-D-19M	4536	$	36.29		$ 435.46
0709-D-20M	710	$	5.68		$ 68.16
0709-D-21M	4114	$	32.91		$ 394.94
0610-B-10	3410	$	27.28		$ 327.36
0609-A-30	7999	$	63.99		$ 767.90
0609-A-05	11089	$	88.71		$ 1,064.54
0609-B-10	27603	$	220.82		$ 2,649.89
0609-B-15	4319	$	34.55		$ 414.62
0609-B-30	10889	$	87.11		$ 1,045.34
0609-B-05	32325	$	258.60		$ 3,103.20
0608-A-25	25507	$	204.06		$ 2,448.67
0608-A-05	24892	$	199.14		$ 2,389.63
0608-A-15M	1663	$	13.30		$ 159.65
0608-B-05	6033	$	48.26		$ 579.17
0610-A-05M	26797	$	214.38		$ 2,572.51
0608-D-10M	14037	$	112.30		$ 1,347.55
0608-D-05	4388	$	35.10		$ 421.25
0508-A-05	5641	$	45.13		$ 541.54
0508-A-20	9781	$	78.25		$ 938.98
0509-D-15	30489	$	243.91		$ 2,926.94
0509-B-30	13497	$	107.98		$ 1,295.71
0609-D-05	17246	$	137.97		$ 1,655.62
0509-B-20	17606	$	140.85		$ 1,690.18
0509-B-10	1324	$	10.59		$ 127.10
0509-B-05	651	$	5.21		$ 62.50
0509-A-20	37440	$	299.52		$ 3,594.24
0509-A-25	15881	$	127.05		$ 1,524.58
0509-A-30	25731	$	205.85		$ 2,470.18
0509-C-05	64367	$	514.94		$ 6,179.23

0509-C-10	40675	$	325.40		$ 3,904.80
0509-C-15	36023	$	288.18		$ 3,458.21
0610-D-05	17226	$	137.81		$ 1,653.70
0610-B-20	14017	$	112.14		$ 1,345.63
0610-C-05	19748	$	157.98		$ 1,895.81
0610-A-10	13081	$	104.65		$ 1,255.78
0509-A-05	7001	$	56.01		$ 672.10
0505-A-15	154008	$	1,232.06		$ 14,784.77
0611-A-45	25223	$	201.78		$ 2,421.41
0611-C-10	36980	$	295.84		$ 3,550.08
0711-D-05	7839	$	62.71		$ 752.54
0613-B-10	129634	$	1,037.07		$ 12,444.86
0805-C-07M	1292	$	10.34		$ 124.03
0508-B-05	19807	$	158.46		$ 1,901.47
0807-B-12M	1166	$	9.33		$ 111.94
0610-C-10M	423	$	3.38		$ 40.61
0709-D-25	3548	$	28.38		$ 340.61
0706-D-01	1814	$	14.51		$ 174.14
0706-D-01	14563	$	116.50		$ 1,398.05
0707-D-02	49658	$	397.26		$ 4,767.17
0606-A-01	50892	$	407.14		$ 4,885.63
0607-B-01	50024	$	400.19		$ 4,802.30
0707-D-01	75567	$	604.54		$ 7,254.43
0706-C-01	66499	$	531.99		$ 6,383.90
0706-C-01	45093	$	360.74		$ 4,328.93
0706-C-01	31521	$	252.17		$ 3,026.02
0606-A-02	64636	$	517.09		$ 6,205.06
0606-B-01	46700	$	373.60		$ 4,483.20
0706-B-15	30336	$	242.69		$ 2,912.26
0711-D-10MB	17382	$	139.06		$ 1,668.67
0711-D-10MA	5611	$	44.89		$ 538.66
0506-D-10	3884	$	31.07		$ 372.86
0608-B-05M	14290	$	114.32		$ 1,371.84
0608-B-05M	10866	$	86.93		$ 1,043.14
0611_A_1184	10427	$	83.42		$ 1,000.99
0611_A_1185	7168	$	57.34		$ 688.13
0708_A_1192	8508	$	68.06		$ 816.77
0708_A_1193	6136	$	49.09		$ 589.06

Extra Work Rates			
Task	**Unit Type**	**Rate Type**	**Cost**
Storm Related After Hours	3-Man Crew	Hourly	$187.50
Tree Pruning	Per Tree or Houry rate	Unit Cost	$61.70 (per man hour)

City of Glendale
Solicitation Number: RFP 26-31 / 42600037
LANDSCAPING SERVICES FOR RIGHT-OF-WAY

North Undeveloped

Regular Routine Work

Task	Area Type	Frequency	Notes
Site Inspection	All Areas	Weekly	Signs of irrigation leaks, plant and tree health, vandalism, etc.
Weed Abatement	All Areas	Weekly or as needed	No bigger than 3", no more than 10% coverage
Pre-Emergent	All Areas	One to Two times a year	Herbicide and Rates Must be approved by ROW contract monitor
Trash/Litter/Debris/Tires	All Areas	Weekly	Remove all foreign objects from contracted areas.
Blowing/Raking/Sweeping	All Areas	As needed	No blowing on high pollution days

AREA ID	APPROX_ SQ_FT	Monthly Cost Per Site	Billing Frequency	Total Annual Cost Per Site (C X 12)
1005-D-15M	381	$ 1.91		$ 22.86
1308-B-11	6779	$ 33.90		$ 406.74
1006-B-10	4404	$ 22.02		$ 264.24
1506-B-15	35333	$ 176.67		$ 2,119.98
1506-D-15	2082	$ 10.41		$ 124.92
1506-D-20	2035	$ 10.18		$ 122.10
1506-D-25	27570	$ 137.85		$ 1,654.20
1406-A-15	7125	$ 35.63		$ 427.50
1406-A-20	76351	$ 381.76		$ 4,581.06
1308-B-03	19125	$ 95.63		$ 1,147.50
1708-D-10	6384	$ 31.92		$ 383.04
1408-B-15	1059	$ 5.30		$ 63.54
1408-B-20	3661	$ 18.31		$ 219.66
1408-B-25	1428	$ 7.14		$ 85.68
1407-A-20	3706	$ 18.53		$ 222.36
1407-C-30	8679	$ 43.40		$ 520.74
1407-B-08	6978	$ 34.89		$ 418.68
1407-B-07	2504	$ 12.52		$ 150.24
1407-C-25	1077	$ 5.39		$ 64.62
1406-C-10	3750	$ 18.75		$ 225.00
1308-D-04	10686	$ 53.43		$ 641.16
1307-D-15M	617	$ 3.09		$ 37.02

0907-A-05	13359	$ 66.80		$ 801.54
0907-C-13	1283	$ 6.42		$ 76.98
0907-C-10	552	$ 2.76		$ 33.12
0907-C-35	426	$ 2.13		$ 25.56
1207-A-25	15583	$ 77.92		$ 934.98
1207-B-05	21026	$ 105.13		$ 1,261.56
1206-A-10	62426	$ 312.13		$ 3,745.56
1207-B-25	12424	$ 62.12		$ 745.44
1207-B-35	14630	$ 73.15		$ 877.80
1207-B-30	6309	$ 31.55		$ 378.54
1107-B-10	35073	$ 175.37		$ 2,104.38
1206-C-15	19564	$ 97.82		$ 1,173.84
1106-B-10	45116	$ 225.58		$ 2,706.96
1107-B-20	1629	$ 8.15		$ 97.74
1107-D-05	34642	$ 173.21		$ 2,078.52
1106-C-05	52531	$ 262.66		$ 3,151.86
1106-B-15	4302	$ 21.51		$ 258.12
1007-A-30	3388	$ 16.94		$ 203.28
1007-B-05	3668	$ 18.34		$ 220.08
1006-A-20	2248	$ 11.24		$ 134.88
1007-B-20	15085	$ 75.43		$ 905.10
1006-A-25	10722	$ 53.61		$ 643.32
1005-A-01	903	$ 4.52		$ 54.18
1007-D-25	3561	$ 17.81		$ 213.66
1006-C-15	6636	$ 33.18		$ 398.16
1006-D-10	2680	$ 13.40		$ 160.80
1005-C-10	3457	$ 17.29		$ 207.42
0905-B-20	9109	$ 45.55		$ 546.54
0907-C-25	934	$ 4.67		$ 56.04
0907-C-30	626	$ 3.13		$ 37.56
0905-D-05	9760	$ 48.80		$ 585.60
0905-C-20	2639	$ 13.20		$ 158.34
1308-B-10	7177	$ 35.89		$ 430.62
1708-C-20	58260	$ 291.30		$ 3,495.60
1208-B-05	6709	$ 33.55		$ 402.54
0905-B-15	382	$ 1.91		$ 22.92
1207-A-05	13067	$ 65.34		$ 784.02
1206-A-20	152	$ 0.76		$ 9.12
1208-B-15	12657	$ 63.29		$ 759.42
1208-B-20	94690	$ 473.45		$ 5,681.40
1005-D-10	18500	$ 92.50		$ 1,110.00
1409-A-05	77161	$ 385.81		$ 4,629.66

1106-D-05	57703	$ 288.52		$ 3,462.18
0905-D-15	2434	$ 12.17		$ 146.04
1207-C-05	12833	$ 64.17		$ 769.98
1407-D-10	7132	$ 35.66		$ 427.92
0906-B-30	0	$ -		$ -
0906-B-30	3020	$ 15.10		$ 181.20
0906-B-30	14189	$ 70.95		$ 851.34
0906-B-30	2652	$ 13.26		$ 159.12
0906-B-30	3732	$ 18.66		$ 223.92
0906-B-30	2906	$ 14.53		$ 174.36

City of Glendale
Solicitation Number: RFP 26-31 / 42600037
LANDSCAPING SERVICES FOR RIGHT-OF-WAY

South Undeveloped

Regular Routine Work

Task	Area Type	Frequency	Notes
Site Inspection	All Areas	Weekly	Signs of irrigation leaks, plant and tree health, vandalism, etc.
Weed Abatement	All Areas	Weekly or as needed	No bigger than 3", no more than 10% coverage
Pre-Emergent	All Areas	One to Two times a year	Herbicide and Rates Must be approved by ROW contract monitor
Trash/Litter/Debris/Tires	All Areas	Weekly	Remove all foreign objects from contracted areas.
Blowing/Raking/Sweeping	All Areas	As needed	No blowing on high pollution days

AREA ID	APPROX_ SQ_FT	Monthly Cost Per Siteq	Billing Frequency	Total Annual Cost Per Site (C X 12)
0505-D-15	24409	$ 126.93		$ 1,523.12
0509-D-10	3775	$ 19.63		$ 235.56
0613-A-05	62323	$ 324.08		$ 3,888.96
0505-A-10	1167	$ 6.07		$ 72.82
0505-B-10	518	$ 2.69		$ 32.32
0505-B-07	447	$ 2.32		$ 27.89
0505-B-05	416	$ 2.16		$ 25.96
0605-A-05	1648	$ 8.57		$ 102.84
0605-C-10	4689	$ 24.38		$ 292.59
0605-C-03	39386	$ 204.81		$ 2,457.69
0506-D-15	38250	$ 198.90		$ 2,386.80
0605-A-30	12976	$ 67.48		$ 809.70
0605-A-20	7040	$ 36.61		$ 439.30
0605-B-15	988	$ 5.14		$ 61.65
0605-B-25	8402	$ 43.69		$ 524.28
0705-B-20	3624	$ 18.84		$ 226.14
0805-D-20	99	$ 0.51		$ 6.18
0705-C-10	1246	$ 6.48		$ 77.75
0705-D-05	1068	$ 5.55		$ 66.64
0705-A-25	737	$ 3.83		$ 45.99
0705-A-15M	3970	$ 20.64		$ 247.73
0705-A-05	1793	$ 9.32		$ 111.88
0606-B-20	5446	$ 28.32		$ 339.83
0606-B-25	9043	$ 47.02		$ 564.28
0606-A-20	20325	$ 105.69		$ 1,268.28
0606-C-20	5580	$ 29.02		$ 348.19
0713-B-05	35528	$ 184.75		$ 2,216.95
0612-A-05	21984	$ 114.32		$ 1,371.80

0507-C-30	2107	$	10.96		$ 131.48
0507-C-15	7159	$	37.23		$ 446.72
0507-D-20	6261	$	32.56		$ 390.69
0707-A-10	14293	$	74.32		$ 891.88
0707-C-20	80343	$	417.78		$ 5,013.40
0707-C-15	7408	$	38.52		$ 462.26
0707-B-15	6883	$	35.79		$ 429.50
0707-C-25	3876	$	20.16		$ 241.86
0507-B-15	24657	$	128.22		$ 1,538.60
0507-B-10	21484	$	111.72		$ 1,340.60
0706-D-05	1980	$	10.30		$ 123.55
0707-D-10	9180	$	47.74		$ 572.83
0707-D-15	18590	$	96.67		$ 1,160.02
0707-D-35	12439	$	64.68		$ 776.19
0712-D-10	31068	$	161.55		$ 1,938.64
0612-B-05	36110	$	187.77		$ 2,253.26
0715-A-05	7386	$	38.41		$ 460.89
0716-B-05	65733	$	341.81		$ 4,101.74
0716-D-05	200	$	1.04		$ 12.48
0716-D-10	3896	$	20.26		$ 243.11
0715-C-15	3038	$	15.80		$ 189.57
0715-C-10	490	$	2.55		$ 30.58
0715-C-05	10169	$	52.88		$ 634.55
0808-B-20	16124	$	83.84		$ 1,006.14
0808-B-30	52022	$	270.51		$ 3,246.17
0808-B-30M	10865	$	56.50		$ 677.98
0807-B-10	5800	$	30.16		$ 361.92
0806-B-10	1093	$	5.68		$ 68.20
0805-A-25	15153	$	78.80		$ 945.55
0805-B-15	4840	$	25.17		$ 302.02
0805-B-05	20285	$	105.48		$ 1,265.78
0807-D-05	8638	$	44.92		$ 539.01
0806-C-10	1420	$	7.38		$ 88.61
0806-C-05	686	$	3.57		$ 42.81
0805-A-35	1454	$	7.56		$ 90.73
0708-D-30	3795	$	19.73		$ 236.81
0508-C-20	1589	$	8.26		$ 99.15
0508-C-25	12783	$	66.47		$ 797.66
0710-A-05M	9007	$	46.84		$ 562.04
0709-D-05	10659	$	55.43		$ 665.12
0708-C-10	16976	$	88.28		$ 1,059.30
0708-C-30M	25114	$	130.59		$ 1,567.11
0610-A-20	23897	$	124.26		$ 1,491.17
0609-A-10	5675	$	29.51		$ 354.12
0609-A-15	3494	$	18.17		$ 218.03
0608-A-30	1463	$	7.61		$ 91.29

0608-C-15	45969	$	239.04		$ 2,868.47
0508-B-15M	8877	$	46.16		$ 553.92
0508-C-10	3133	$	16.29		$ 195.50
0808-B-15	3494	$	18.17		$ 218.03
0807-C-05	43798	$	227.75		$ 2,733.00
0707-A-25	11184	$	58.16		$ 697.88
0707-B-10	10179	$	52.93		$ 635.17
0705-A-20	1320	$	6.86		$ 82.37
0708-C-15	9938	$	51.68		$ 620.13
0708-A-20	13474	$	70.06		$ 840.78
0708-C-20	13717	$	71.33		$ 855.94
0708-A-05	3448	$	17.93		$ 215.16
0708-A-10	18470	$	96.04		$ 1,152.53
0709-D-20	8235	$	42.82		$ 513.86
0709-B-10	34652	$	180.19		$ 2,162.28
0711-B-10	82923	$	431.20		$ 5,174.40
0711-A-15	8550	$	44.46		$ 533.52
0711-C-20	8373	$	43.54		$ 522.48
0710-A-20	17726	$	92.18		$ 1,106.10
0708-A-15	31366	$	163.10		$ 1,957.24
0708-B-20	46507	$	241.84		$ 2,902.04
0609-A-35	47805	$	248.59		$ 2,983.03
0610-A-15	17010	$	88.45		$ 1,061.42
0611-D-17	65144	$	338.75		$ 4,064.99
0610-B-15	12794	$	66.53		$ 798.35
0611-C-45	34511	$	179.46		$ 2,153.49
0511-C-25	1735	$	9.02		$ 108.26
0712-B-05	42029	$	218.55		$ 2,622.61
0711-A-05	115655	$	601.41		$ 7,216.87
0711-C-10	19189	$	99.78		$ 1,197.39
0612-B-10	31765	$	165.18		$ 1,982.14
0611-A-05	45536	$	236.79		$ 2,841.45
0612-D-05	41943	$	218.10		$ 2,617.24
0611-C-05	49259	$	256.15		$ 3,073.76
0707-B-05	27978	$	145.49		$ 1,745.83
0707-D-20	2185	$	11.36		$ 136.34
0608-D-35	676	$	3.52		$ 42.18
0508-C-05	13181	$	68.54		$ 822.49
0507-B-05	100	$	0.52		$ 6.24
0806-C-15	254	$	1.32		$ 15.85
0608-C-10	13560	$	70.51		$ 846.14
0509-A-35	3188	$	16.58		$ 198.93
0616-A-05	8684	$	45.16		$ 541.88
0616-B-05	32851	$	170.83		$ 2,049.90
0614-A-05	20744	$	107.87		$ 1,294.43
0614-B-05	98837	$	513.95		$ 6,167.43

0506-A-35	9496	$	49.38		$ 592.55
0714-A-05	16417	$	85.37		$ 1,024.42
0716-D-15	39445	$	205.11		$ 2,461.37
0716-A-05	10660	$	55.43		$ 665.18
0615-B-05	41606	$	216.35		$ 2,596.21
0615-A-05	46131	$	239.88		$ 2,878.57
0706_A_997	2562	$	13.32		$ 159.87
0607_A_999	2071	$	10.77		$ 129.23
0607_A_1000	654	$	3.40		$ 40.81
0607_A_1001	165	$	0.86		$ 10.30
0607_A_1002	3467	$	18.03		$ 216.34
0605_A_1003	4878	$	25.37		$ 304.39
0509-C-25	17781	$	92.46		$ 1,109.53
0605-D-10	6182	$	32.15		$ 385.76
0807-B-05	8772	$	45.61		$ 547.37
0511-A-05	7003	$	36.42		$ 436.99
0715-B-05	20520	$	106.70		$ 1,280.45
0709-A-05	14391	$	74.83		$ 898.00
0710-B-05	36090	$	187.67		$ 2,252.02
0710-B-10	20549	$	106.85		$ 1,282.26
0711-B-07	14583	$	75.83		$ 909.98
0510-D-05	21671	$	112.69		$ 1,352.27
0710-D-05	3600	$	18.72		$ 224.64
0712-D-05	13639	$	70.92		$ 851.07
0807-D-20	580	$	3.02		$ 36.19
0808-B-05	1469	$	7.64		$ 91.67
0711-B-05	10698	$	55.63		$ 667.56

City of Glendale
Solicitation Number: RFP 26-31 / 42600037
LANDSCAPING SERVICES FOR RIGHT-OF-WAY

Downtown

Regular Routine Work

Task	Area Type	Frequency	Notes
Site Inspection	All Areas	Weekly	Signs of irrigation leaks, plant and tree health, vandalism, etc.
Weed Abatement	All Areas	Weekly or as needed	No bigger than 3", no more than 10% coverage
Pre-Emergent	All Areas	One to Two times a year	Herbicide and Rates Must be approved by ROW contract monitor
Trash/Litter/Debris/Tires etc.	All Areas	Weekly	Remove all foreign objects from contracted areas. Will be required after special events.
Blowing/Raking/Sweeping	All Areas	As needed	No blowing on high pollution days
Prune Shrubs	All Areas	Monthly/As needed	Sight triangles must be followed.
Rejuvenation Cuts (Shrubs Only)	All Areas	Once per year or as needed	Scheduled by ROW contract monitor
Visual Irrigation Inspection & Repair	All Areas	Weekly	Contractor responsible for everything after the valve: " Lateral lines, emitters, etc.".
Tree Clearance/water sprouts/suckers	Road signs, sidewalks, walkways	As needed	Maintain 13' above pavement, and concrete vehicular travel lanes, 8' above sidewalks/ Suckers and Waters Sprouts 8' from the ground.

AREA ID	APPROX_ SQ_FT	Monthly Cost Per Site	Billing Frequence	Total Annual Cost Per Site (C X 12)
0606-A-05A	7308	$163.00		$1,956.00
606-A-10A	8872	$197.85		$2,374.20
0706-C-60A	7945	$177.20		$2,126.40
0706-C-55A	7915	$176.50		$2,118.00
0706-C-30A	7562	$168.70		$2,024.40
0706-C-25A	7304	$163.00		$1,956.00
0706-C-20A	6963	$155.30		$1,863.60
0706-C-15A	7262	$161.94		$1,943.28
0706_A_1168	10507	$234.40		$2,812.80
0706_A_1169	5709	$127.30		$1,527.60
0706_A_1170	5345	$120.00		$1,440.00
0706_A_1171	27798	$619.90		$7,438.80
0706_A_1172	28587	$637.50		$7,650.00
0606_A_1173	35003	$780.60		$9,367.20
0606_A_1174	40274	$898.10		$10,777.20
0706_A_1175	14448	$322.20		$3,868.80
0606_A_1176	18411	$410.60		$4,927.20
0706_A_1177	3519	$78.00		$936.00
0606_A_1178	3507	$78.00		$936.00
0606_A_1179	4882	$108.90		$1,306.80
0706_A_1180	4521	$101.00		$1,212.00
0606_A_1181	2633	$59.00		$708.00
0606_A_1182	8698	$194.00		$2,328.00
0606_A_1183	4526	$102.00		$1,224.00

Seasonal & Area-Specific Tasks

Task	Area Type	Location	Frequency	Cost
Tree Pruning	All Areas	Refer to ROW dashboard for tree locations	As needed, min. 1x/year.	$3,800.00

Extra Work Rates

Task	Unit Type	Rate Type	Cost
Pressure Washing	Per Hour	Unit Cost	$62.50
Tree Planting	15 Gallon	Unit Cost	$210.00
Tree Planting	24" Box	Unit Cost	$380.00
Tree Planting	36" Box	Unit Cost	$775.00

Shrub Planting	5 Gallon	Unit Cost	$42.00
Storm Related After Hours	3-Man Crew	Hourly	$187.50

City of Glendale
Solicitation Number: RFP 26-31 / 42600037
LANDSCAPING SERVICES FOR RIGHT-OF-WAY

State Route 101 (Loop 101/Beardsley)

Regular Routine Work

Task	Area Type	Frequency	Notes
Site Inspection	All Areas	Weekly	Signs of irrigation leaks, plant and tree health, vandalism, etc.
Weed Abatement	All Areas	Weekly or as needed	No bigger than 3", no more than 10% coverage
Pre-Emergent	All Areas	One to Two times a year	Herbicide and Rates Must be approved by ROW contract monitor
Trash/Litter/Debris/Tires etc.	All Areas	Weekly	Remove all foreign objects from contracted areas.
Blowing/Raking/Sweeping	All Areas	As needed	No blowing on high pollution days
Prune Shrubs	All Areas	Monthly/As needed	Sight triangles must be followed.
Rejuvenation Cuts (Shrubs Only)	All Areas	Once per year or as needed	Scheduled by ROW contract monitor
Visual Irrigation Inspection & Repair	All Areas	Weekly	Contractor responsible for everything after the valve: " Lateral lines, emitters, etc.".
Tree Clearance/water sprouts/suckers	Road signs, sidewalks, walkways	As needed	Maintain 13' above pavement, and concrete vehicular travel lanes, 8' above sidewalks/ Suckers and Waters Sprouts 8' from the ground.

AREA ID	APPROX_SQ_FT	Monthly Cost Per Site	Billing Frequency	Total Annual Cost Per Site (C X 12)
SR101N-M03	13211	$105.70		$1,268.40
SR101S-S03	139754	$1,118.10		$13,417.20
SR101S-M03	17160	$137.28		$1,647.36
SR101N-N02	270394	$2,163.15		$25,957.80
SR101S-S02	107533	$860.26		$10,323.12
SR101S-S01	203683	$1,629.40		$19,552.80
SR101N-N01	219926	$1,759.40		$21,112.80
SR101N-M01	131582	$1,052.66		$12,631.92
SR101S-M02	49699	$397.60		$4,771.20
SR101S-M01	68213	$545.70		$6,548.40
SR101N-M02	73023	$584.18		$7,010.16
SR101N-NO4	25537	$204.30		$2,451.60
SRS101-M00	4441	$35.60		$427.20

Seasonal & Area-Specific Tasks

Task	Area Type	Location	Frequency	Cost
Tree Pruning	All Areas	Refer to ROW dashboard for tree locations	As needed, min. 1x/year.	$7,690.00

Extra Work Rates

Task	Unit Type	Rate Type	Cost
Tree Planting	15 Gallon	Unit Cost	$210.00
Tree Planting	24" Box	Unit Cost	$380.00
Tree Planting	36" Box	Unit Cost	$775.00
Shrub Planting	5 Gallon	Unit Cost	$42.00
Storm Related After Hours	3-Man Crew	Hourly	$187.50

City of Glendale
Solicitation Number: RFP 26-31 / 42600037
LANDSCAPING SERVICES FOR RIGHT-OF-WAY

Alleys

Regular Routine Work

Task	Area Type	Frequency	Notes
Site Inspection	All Areas	Quartertly	Signs of irrigation leaks, plant and tree health, vandalism, etc.
Weed Abatement	All Areas	Quarterly	No bigger than 3", no more than 10% coverage
Pre-Emergent	All Areas	One to Two times a year	Herbicide and Rates Must be approved by ROW contract monitor
Trash/Litter/Debris/Tires	All Areas	Quarterly	Remove all foreign objects from contracted areas. No illegal dumping piles (Separate)
Blowing/Raking/Sweeping	All Areas	Quarterly	No blowing on high pollution days
Tree Clearance	Road signs, sidewalks, walkways	Quarterly	Maintain 13' above pavement, and concrete vehicular travel lanes, 8' above sidewalks/ Suckers and Waters Sprouts 8' from the ground.
Prune Shrubs	All Areas	Quarterly	Sight triangles must be followed.

AREA ID	APPROX_ SQ_FT	Monthly Cost Per Site	Billing Frequency	Total Annual Cost Per Site (C X 12)
0507-D-05A	17499	$ 59.50		$ 713.96
0507-D-15A	13170	$ 44.78		$ 537.34
0507-D-10A	24370	$ 82.86		$ 994.30
0507-C-05A	15179	$ 51.61		$ 619.30
0605-C-15A	22871	$ 77.76		$ 933.14
0605-B-05A	6204	$ 21.09		$ 253.12
0607-C-05A	25364	$ 86.24		$ 1,034.85
0607-A-30A	8718	$ 29.64		$ 355.69
0605-B-10A	6255	$ 21.27		$ 255.20
0705-A-05A	29586	$ 100.59		$ 1,207.11
0705-B-05A	8171	$ 27.78		$ 333.38
0705-C-05A	7379	$ 25.09		$ 301.06
0705-C-10A	17981	$ 61.14		$ 733.62
0705-C-15A	6056	$ 20.59		$ 247.08
0705-D-05A	8728	$ 29.68		$ 356.10
0507-D-10A	3561	$ 12.11		$ 145.29
0706-C-80A	4415	$ 15.01		$ 180.13
0805-D-05A	23083	$ 78.48		$ 941.79
0805-C-10A	26210	$ 89.11		$ 1,069.37
0805-C-05A	4641	$ 15.78		$ 189.35
0807-B-05A	20874	$ 70.97		$ 851.66
0807-D-05A	23174	$ 78.79		$ 945.50
0905-D-05A	12186	$ 41.43		$ 497.19
0507-A-10A	16515	$ 56.15		$ 673.81
0507-A-05A	26967	$ 91.69		$ 1,100.25
0605-C-10A	13427	$ 45.65		$ 547.82
0605-C-05A	12840	$ 43.66		$ 523.87
0605-A-50A	18176	$ 61.80		$ 741.58
0605-A-45A	19719	$ 67.04		$ 804.54
0605-A-40A	20325	$ 69.11		$ 829.26
0605-A-35A	19478	$ 66.23		$ 794.70
0605-A-20A	18014	$ 61.25		$ 734.97
0605-A-30A	26733	$ 90.89		$ 1,090.71
0605-A-15A	18257	$ 62.07		$ 744.89
0605-A-10A	18201	$ 61.88		$ 742.60

0605-A-05A	22887	$ 77.82		$ 933.79
0605-A-25A	10146	$ 34.50		$ 413.96
0605-D-10A	6429	$ 21.86		$ 262.30
0605-D-05A	8770	$ 29.82		$ 357.82
0606-B-70A	11984	$ 40.75		$ 488.95
0606-B-65A	8541	$ 29.04		$ 348.47
0606-B-60A	9601	$ 32.64		$ 391.72
0606-B-55A	11160	$ 37.94		$ 455.33
0606-B-50A	12507	$ 42.52		$ 510.29
0606-B-45A	11898	$ 40.45		$ 485.44
0606-B-40A	11745	$ 39.93		$ 479.20
0606-B-35A	11899	$ 40.46		$ 485.48
0606-B-30A	12146	$ 41.30		$ 495.56
0606-B-20A	13695	$ 46.56		$ 558.76
0606-B-25A	13120	$ 44.61		$ 535.30
0606-B-15A	12496	$ 42.49		$ 509.84
0606-A-30A	10109	$ 34.37		$ 412.45
0606-A-45A	13224	$ 44.96		$ 539.54
0606-A-40A	12592	$ 42.81		$ 513.75
0606-A-35A	12162	$ 41.35		$ 496.21
0606-B-10A	11993	$ 40.78		$ 489.31
0606-B-05A	12049	$ 40.97		$ 491.60
0606-A-25A	11487	$ 39.06		$ 468.67
0606-A-20A	10945	$ 37.21		$ 446.56
0606-A-15A	11209	$ 38.11		$ 457.33
0606-A-70A	10693	$ 36.36		$ 436.27
0606-A-65A	12294	$ 41.80		$ 501.60
0606-A-60A	12132	$ 41.25		$ 494.99
0606-A-55A	5364	$ 18.24		$ 218.85
0606-A-50A	11027	$ 37.49		$ 449.90
0607-A-25A	7012	$ 23.84		$ 286.09
0607-A-20A	3579	$ 12.17		$ 146.02
0607-A-15A	4180	$ 14.21		$ 170.54
0607-A-05A	19961	$ 67.87		$ 814.41
0607-A-10A	4713	$ 16.02		$ 192.29
0607-B-35A	11949	$ 40.63		$ 487.52
0607-B-20A	11447	$ 38.92		$ 467.04
0607-B-25A	12453	$ 42.34		$ 508.08
0607-B-30A	12916	$ 43.91		$ 526.97
0607-B-05A	11825	$ 40.21		$ 482.46
0607-B-10A	11656	$ 39.63		$ 475.56
0607-B-15A	10161	$ 34.55		$ 414.57
0607-D-40A	7095	$ 24.12		$ 289.48
0607-D-35A	9449	$ 32.13		$ 385.52
0607-D-30A	9815	$ 33.37		$ 400.45
0607-D-25A	9808	$ 33.35		$ 400.17
0607-D-15A	8903	$ 30.27		$ 363.24
0607-D-20A	5690	$ 19.35		$ 232.15
0607-D-10A	5707	$ 19.40		$ 232.85
0607-D-05A	6494	$ 22.08		$ 264.96
0706-A-60A	14169	$ 48.17		$ 578.10
0706-A-55A	14461	$ 49.17		$ 590.01
0706-A-50A	20665	$ 70.26		$ 843.13
0706-A-45A	14288	$ 48.58		$ 582.95
0706-A-40A	13028	$ 44.30		$ 531.54

0706-A-35A	20886	$ 71.01		$ 852.15
0706-A-30A	14854	$ 50.50		$ 606.04
0706-A-25A	14065	$ 47.82		$ 573.85
0706-A-20A	21093	$ 71.72		$ 860.59
0706-A-15A	14291	$ 48.59		$ 583.07
0706-A-10A	13216	$ 44.93		$ 539.21
0706-A-05A	49737	$ 169.11		$ 2,029.27
0706-C-75A	8373	$ 28.47		$ 341.62
0706-C-65A	7294	$ 24.80		$ 297.60
0706-C-70A	8128	$ 27.64		$ 331.62
0706-C-50A	7270	$ 24.72		$ 296.62
0706-C-45A	7514	$ 25.55		$ 306.57
0706-C-40A	7340	$ 24.96		$ 299.47
0706-C-35A	6685	$ 22.73		$ 272.75
0706-C-05A	5391	$ 18.33		$ 219.95
0706-C-10A	5108	$ 17.37		$ 208.41
0706-D-10A	10246	$ 34.84		$ 418.04
0706-D-05A	12907	$ 43.88		$ 526.61
0707-D-85A	8293	$ 28.20		$ 338.35
0707-D-80A	7561	$ 25.71		$ 308.49
0707-D-75A	7200	$ 24.48		$ 293.76
0707-D-65A	12824	$ 43.60		$ 523.22
0707-D-70A	6120	$ 20.81		$ 249.70
0707-D-60A	5514	$ 18.75		$ 224.97
0707-D-55A	10837	$ 36.85		$ 442.15
0707-D-45A	3829	$ 13.02		$ 156.22
0707-D-50A	7433	$ 25.27		$ 303.27
0707-D-35A	3711	$ 12.62		$ 151.41
0707-D-40A	8142	$ 27.68		$ 332.19
0707-B-15A	2013	$ 6.84		$ 82.13
0707-B-35A	2456	$ 8.35		$ 100.20
0707-B-45A	4733	$ 16.09		$ 193.11
0707-B-40A	6684	$ 22.73		$ 272.71
0707-B-30A	9555	$ 32.49		$ 389.84
0707-B-25A	3127	$ 10.63		$ 127.58
0707-B-10A	15097	$ 51.33		$ 615.96
0707-B-05A	16099	$ 54.74		$ 656.84
0707-B-20A	17886	$ 60.81		$ 729.75
0707-D-30A	6914	$ 23.51		$ 282.09
0707-D-25A	7351	$ 24.99		$ 299.92
0707-D-20A	10356	$ 35.21		$ 422.52
0707-D-15A	9249	$ 31.45		$ 377.36
0707-D-10A	14367	$ 48.85		$ 586.17
0707-D-05A	12721	$ 43.25		$ 519.02
0708-D-10A	6523	$ 22.18		$ 266.14
0708-D-15A	5794	$ 19.70		$ 236.40
0708-D-30A	11987	$ 40.76		$ 489.07
0708-D-25A	11413	$ 38.80		$ 465.65
0708-D-05A	19730	$ 67.08		$ 804.98
0708-D-20A	17324	$ 58.90		$ 706.82
0709-D-25A	16528	$ 56.20		$ 674.34
0709-D-10A	11952	$ 40.64		$ 487.64
0709-D-20A	8911	$ 30.30		$ 363.57
0709-D-15A	21951	$ 74.63		$ 895.60
0709-D-05A	16872	$ 57.36		$ 688.38

0806-C-45A	8040	$ 27.34		$ 328.03
0806-C-35A	15669	$ 53.27		$ 639.30
0806-C-40A	17639	$ 59.97		$ 719.67
0806-C-50A	26830	$ 91.22		$ 1,094.66
0806-C-10A	13044	$ 44.35		$ 532.20
0806-C-25A	10450	$ 35.53		$ 426.36
0806-C-20A	16795	$ 57.10		$ 685.24
0806-C-15A	13942	$ 47.40		$ 568.83
0806-C-30A	21335	$ 72.54		$ 870.47
0806-C-05A	10922	$ 37.13		$ 445.62
1206-B-40A	16666	$ 56.66		$ 679.97
1206-B-35A	48769	$ 165.81		$ 1,989.78
1206-B-30A	31869	$ 108.35		$ 1,300.26
1206-B-25A	18557	$ 63.09		$ 757.13
1206-B-20A	18336	$ 62.34		$ 748.11
1206-B-15A	19157	$ 65.13		$ 781.61
1206-B-10A	17765	$ 60.40		$ 724.81
1206-B-05A	30395	$ 103.34		$ 1,240.12
0806-C-55A	19912	$ 67.70		$ 812.41
0705-A-10A	11834	$ 40.24		$ 482.83

City of Glendale
Solicitation Number: RFP 26-31 / 42600037
LANDSCAPING SERVICES FOR RIGHT-OF-WAY

Grand Ave

Regular Routine Work

Task	Area Type	Frequency	Notes
Site Inspection	All Areas	Weekly	Signs of irrigation leaks, plant and tree health, vandalism, etc.
Weed Abatement	All Areas	Weekly or as needed	No bigger than 3", no more than 10% coverage
Pre-Emergent	All Areas	One to Two times a year	Herbicide and Rates Must be approved by ROW contract monitor
Trash/Litter/Debris/Tires etc.	All Areas	Weekly	Remove all foreign objects from contracted areas.
Blowing/Raking/Sweeping	All Areas	As needed	No blowing on high pollution days
Prune Shrubs	All Areas	Monthly/As needed	Sight triangles must be followed.
Rejuvenation Cuts (Shrubs Only)	All Areas	Once per year or as needed	Scheduled by ROW contract monitor
Visual Irrigation Inspection & Repair	All Areas	Weekly or as needed	Contractor responsible for everything after the valve: " Lateral lines, emitters, etc.".
Tree Clearance/water sprouts/suckers	Road signs, sidewalks, walkways	As needed	Maintain 13' above pavement, and concrete vehicular travel lanes, 8' above sidewalks/ Suckers and Waters Sprouts 8' from the ground.

AREA ID	APPROX_ SQ_FT	Monthly Cost Per Site	Billing Frequency	Total Annual Cost Per Site (C X 12)
US60-S-01	118815	$ 736.65		$ 8,839.84
US60-N-01	76347	$ 473.35		$ 5,680.22
US60-N-01	16826	$ 104.32		$ 1,251.85
US60-S-01	9285	$ 57.57		$ 690.80
US60-N-01	72300	$ 448.26		$ 5,379.12
US60-N-02	732548	$ 4,541.80		$ 54,501.57
US60-S-02	125421	$ 777.61		$ 9,331.32
US60-M-01	8083	$ 50.11		$ 601.38
US60-S-03	210404	$ 1,304.50		$ 15,654.06
US60-S-04	46493	$ 288.26		$ 3,459.08
US60-N-06	5025	$ 31.16		$ 373.86
US60-S-03	161186	$ 999.35		$ 11,992.24
US60-M-02	16544	$ 102.57		$ 1,230.87
US60-N-06	156172	$ 968.27		$ 11,619.20
US60-N-06	168273	$ 1,043.29		$ 12,519.51
US60-M-02	7083	$ 43.91		$ 526.98
US60-M-03	30806	$ 191.00		$ 2,291.97
US60-M-03	772	$ 4.79		$ 57.44
US60-N-13	2068	$ 12.82		$ 153.86
US60-N-09	103097	$ 639.20		$ 7,670.42
US60-N-09	31104	$ 192.84		$ 2,314.14
US60-N-12	23018	$ 142.71		$ 1,712.54
US60-S-05	319897	$ 1,983.36		$ 23,800.34
US60-S-10	66424	$ 411.83		$ 4,941.95
US60-M-05	10344	$ 64.13		$ 769.59
US60-S-09	16246	$ 100.73		$ 1,208.70
US60-S-09	197414	$ 1,223.97		$ 14,687.60
US60-N-22	747	$ 4.63		$ 55.58
US60-M-04	11414	$ 70.77		$ 849.20
US60-S-08	15614	$ 96.81		$ 1,161.68
US60-M-04	19829	$ 122.94		$ 1,475.28
US60-M-04	117	$ 0.73		$ 8.70
US60-M-04	12920	$ 80.10		$ 961.25
US60-M-04	1160	$ 7.19		$ 86.30
US60-S-07	16193	$ 100.40		$ 1,204.76
US60-N-14	10936	$ 67.80		$ 813.64
US60-N-25	6054	$ 37.53		$ 450.42
US60-N-25	47839	$ 296.60		$ 3,559.22
US60-M-05	6258	$ 38.80		$ 465.60

US60-M-05	8328	$ 51.63		$ 619.60
US60-M-05	2574	$ 15.96		$ 191.51
US60-N-22	105169	$ 652.05		$ 7,824.57
US60-N-22	113877	$ 706.04		$ 8,472.45
US60-N-05	29665	$ 183.92		$ 2,207.08
US60-M-01	33981	$ 210.68		$ 2,528.19
US60-N-03	8312	$ 51.53		$ 618.41
US60-N-07	17104	$ 106.04		$ 1,272.54
US60-N-16	7478	$ 46.36		$ 556.36
US60-N-17	12240	$ 75.89		$ 910.66
US60-N-15	2380	$ 14.76		$ 177.07
US60-N-18	6875	$ 42.63		$ 511.50
US60-N-19	67279	$ 417.13		$ 5,005.56
US60-N-20	121380	$ 752.56		$ 9,030.67
US60-N-21	32662	$ 202.50		$ 2,430.05
US60-N-23	3589	$ 22.25		$ 267.02
US60-N-23	215	$ 1.33		$ 16.00
US60-N-24	9457	$ 58.63		$ 703.60
US60-N-11	9080	$ 56.30		$ 675.55
US60-N-08	16579	$ 102.79		$ 1,233.48
US60-N-04	19141	$ 118.67		$ 1,424.09
US60-N-10	23757	$ 147.29		$ 1,767.52
US60-N-05	1158	$ 7.18		$ 86.16
US60-S-04	68	$ 0.42		$ 5.06
US60-S-04	133	$ 0.82		$ 9.90
US60-S-04	237	$ 1.47		$ 17.63
US60-S-06	19681	$ 122.02		$ 1,464.27

Seasonal & Area-Specific Tasks

Task	Area Type	Location	Frequency	Cost
Tree Pruning	All Areas	Refer to ROW dashboard for tree locations	As needed, min. 1x/year.	$12,800.00

Extra Work Rates

Task	Unit Type	Rate Type	Cost
Tree Planting	15 Gallon	Unit Cost	$210.00
Tree Planting	24" Box	Unit Cost	$380.00
Tree Planting	36" Box	Unit Cost	$775.00
Shrub Planting	5 Gallon	Unit Cost	$42.00
Storm Related After Hours	3-Man Crew	Hourly	$187.50

City of Glendale
Solicitation Number: RFP 26-31 / 42600037
LANDSCAPING SERVICES FOR RIGHT-OF-WAY

Northern Parkway

Regular Routine Work

Task	Area Type	Frequency	Notes
Site Inspection	All Areas	Weekly	Signs of irrigation leaks, plant and tree health, vandalism, etc.
Weed Abatement	All Areas	Weekly or as needed	No bigger than 3", no more than 10% coverage
Pre-Emergent	All Areas	One to Two times a year	Herbicide and Rates Must be approved by ROW contract monitor
Trash/Litter/Debris/Tires etc.	All Areas	Weekly	Remove all foreign objects from contracted areas.
Blowing/Raking/Sweeping	All Areas	As needed	No blowing on high pollution days
Prune Shrubs	All Areas	Monthly/As needed	Sight triangles must be followed.
Rejuvenation Cuts (Shrubs Only)	All Areas	Once per year or as needed	Scheduled by ROW contract monitor
Visual Irrigation Inspection & Repair	All Areas	Weekly	Contractor responsible for everything after the valve: " Lateral lines, emitters, etc.".
Tree Clearance/water sprouts/suckers	Road signs, sidewalks, walkways	As needed	Maintain 13' above pavement, and concrete vehicular travel lanes, 8' above sidewalks/ Suckers and Waters Sprouts 8' from the ground.

AREA ID	APPROX_SQ_FT	Monthly Cost Per Site	Billing Frequency	Total Annual Cost Per Site (C X 12)
NPW-M-13	606260	$ 2,540.23		$ 30,482.75
NPW-S-13	384185	$ 1,609.74		$ 19,316.82
NPW-S-12	604423	$ 2,532.53		$ 30,390.39
NPW-M-11	218331	$ 914.81		$ 10,977.68
NPW-N-11	300643	$ 1,259.69		$ 15,116.33
NPW-N-12	376948	$ 1,579.41		$ 18,952.95
NPW-N-10	555946	$ 2,329.41		$ 27,952.96
NPW-M-10	453600	$ 1,900.58		$ 22,807.01
NPW-S-10	563625	$ 2,361.59		$ 28,339.07
NPW-S-10B	176412	$ 739.17		$ 8,870.00
NPWS-12-B	67900	$ 284.50		$ 3,414.01
NPW-S-11	253917	$ 1,063.91		$ 12,766.95
NPW-M-12	393520	$ 1,648.85		$ 19,786.19
0715-A-10	5204	$ 21.80		$ 261.66

Seasonal & Area-Specific Tasks

Task	Area Type	Location	Frequency	Cost
Tree Pruning	All Areas	Refer to ROW dashboard for tree locations	As needed, min. 1x/year.	$24,045.00

Extra Work Rates

Task	Unit Type	Rate Type	Cost
Tree Planting	15 Gallon	Unit Cost	$210.00
Tree Planting	24" Box	Unit Cost	$380.00
Tree Planting	36" Box	Unit Cost	$775.00
Shrub Planting	5 Gallon	Unit Cost	$42.00
Storm Related After Hours	3-Man Crew	Hourly	$187.50

City of Glendale
Solicitation Number: RFP 26-31 / 42600037
LANDSCAPING SERVICES FOR RIGHT-OF-WAY

Airport

Regular Routine Work

Task	Area Type	Frequency	Notes
Site Inspection	All Areas	Weekly	Signs of irrigation leaks, plant and tree health, vandalism, etc.
Weed Abatement	All Areas	Weekly or as needed	No bigger than 3", no more than 10% coverage
Pre-Emergent	All Areas	One to Two times a year	Herbicide and Rates Must be approved by ROW contract monitor
Trash/Litter/Debris/Tires etc.	All Areas	0	Remove all foreign objects from contracted areas.
Blowing/Raking/Sweeping	All Areas	As needed	No blowing on high pollution days
Prune Shrubs	All Areas	Monthly/As needed	Sight triangles must be followed.
Rejuvenation Cuts (Shrubs Only)	All Areas	Once per year or as needed	Scheduled by ROW contract monitor
Visual Irrigation Inspection & Repair	All Areas	Weekly	Contractor responsible for everything after the valve: " Lateral lines, emitters, etc.".
Tree Clearance/water sprouts/suckers	Road signs, sidewalks, walkways	As needed	Maintain 13' above pavement, and concrete vehicular travel lanes, 8' above sidewalks/ Suckers and Waters Sprouts 8' from the ground.

AREA ID	APPROX_SQ_FT	Monthly Cost Per Site	Billing Frequency	Total Annual Cost Per Site (C X 12)
Airport Turf Areas	8710	$ 580.00		$6,960.00
Airport Developed Area West	28078	$ 1,160.00		$ 13,920.00
0613_A_1194	3737	$ 25.41		$ 304.94
0613_A_1195	2445	$ 16.63		$ 199.51
0613_A_1196	25331	$ 172.25		$ 2,067.01
0613_A_1197	2370	$ 16.12		$ 193.39
0613_A_1198	24210	$ 164.63		$ 1,975.54
0613_A_1199	3423	$ 23.28		$ 279.32
0613_A_1200	11448	$ 77.85		$ 934.16
0613_A_1201	9779	$ 66.50		$ 797.97
0613_A_1202	556	$ 12.00		$ 144.00
0613_A_1203	352	$ 12.00		$ 144.00
0613_A_1204	3915	$ 26.62		$ 319.46
0613_A_1205	3634	$ 24.71		$ 296.53
0613_A_1206	1007	$ 15.60		$ 187.20
0613_A_1207	269	$ 12.00		$ 144.00
0613_A_1208	9631	$ 65.49		$ 785.89
0613_A_1209	2843702	$ 4,120.00		$49,440.00
Airport Developed Area East	8127	$ 960.00		$ 11,520.00

Seasonal & Area-Specific Tasks

Task	Area Type	Location	Frequency	Cost
Mowing & Edging	Turf Areas	Airport, Black Lot, Yellow Lot	Weekly (Mar–Oct), Bi-weekly (Nov–Feb)	$440.00
Tree Pruning	All Areas	Refer to ROW dashboard for tree locations	As needed, min. 1x/year.	$1,200.00
Irrigation Inspection	All Areas	Airport, Black Lot, Yellow Lot	Weekly, System check for proper operation.	$180.00
Fertilization	Turf		April & September	$385.00
Aeration	Turf		April & September	$550.00

Extra Work Rates

Task	Unit Type	Rate Type	Cost
Pressure Washing	Per Hour	Unit Cost	$62.50
Tree Planting	15 Gallon	Unit Cost	$210.00
Tree Planting	24" Box	Unit Cost	$380.00

Tree Planting	36" Box	Unit Cost	$775.00
Shrub Planting	5 Gallon	Unit Cost	$42.00
Storm Related After Hours	3-Man Crew	Hourly	$187.50

City of Glendale
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LANDSCAPING SERVICES FOR RIGHT-OF-WAY

State Route 303 (Loop 303)

Regular Routine Work

Task	Area Type	Frequency	Notes
Site Inspection	All Areas	Weekly	Signs of irrigation leaks, plant and tree health, vandalism, etc.
Weed Abatement	All Areas	Weekly or as needed	No bigger than 3", no more than 10% coverage
Pre-Emergent	All Areas	One to Two times a year	Herbicide and Rates Must be approved by ROW contract monitor
Trash/Litter/Debris/Tires	All Areas	Weekly	Remove all foreign objects from contracted areas.
Blowing/Raking/Sweeping	All Areas	As needed	No blowing on high pollution days

AREA ID	APPROX_ SQ_F	Monthly Cost Per Site	Billing Frequency	Total Annual Cost Per Site (C X 12)
SR303-M-01	16825	$68.31		$819.71
SR303-N-01	32255	$130.96		$1,571.46
SR303-S-02	67888	$275.63		$3,307.50
SR303-M-02	16214	$65.83		$789.95
SR303-N-02	44945	$182.48		$2,189.72
SR303-S-03	56128	$227.88		$2,734.56
SR303-M-03	20313	$82.47		$989.65
SR303-N-03	90177	$366.12		$4,393.42
SR303-S-04	269824	$1,095.49		$13,145.83
SR303-M-04	15498	$62.92		$755.06
SR303-S-05	76154	$309.19		$3,710.22

City of Glendale
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LANDSCAPING SERVICES FOR RIGHT-OF-WAY

Yellow Lot

Regular Routine Work

Task	Area Type	Frequency	Notes
Site Inspection	All Areas	Weekly	Signs of irrigation leaks, plant and tree health, vandalism, etc.
Weed Abatement	All Areas	Weekly or as needed	No bigger than 3", no more than 10% coverage
Pre-Emergent	All Areas	One to Two times a year	Herbicide and Rates Must be approved by ROW contract monitor
Trash/Litter/Debris/Tires etc.	All Areas	Weekly	Remove all foreign objects from contracted areas. Will be required after special events.
Blowing/Raking/Sweeping	All Areas	As needed	No blowing on high pollution days
Prune Shrubs	All Areas	Monthly/As needed	Sight triangles must be followed.
Rejuvenation Cuts (Shrubs Only)	All Areas	Once per year or as needed	Scheduled by ROW contract monitor
Visual Irrigation Inspection & Repair	All Areas	Weekly	Contractor responsible for everything after the valve: " Lateral lines, emitters, etc.".
Tree Clearance/water sprouts/suckers	Road signs, sidewalks, walkways	As needed	Maintain 13' above pavement, and concrete vehicular travel lanes, 8' above sidewalks/ Suckers and Waters Sprouts 8' from the ground.

AREA ID	APPROX_SQ_FT	Monthly Cost Per Site	Billing Frequency	Total Annual Cost Per Site (C X 12)
Y Lot East Turf Area	47995	$1,055.90		$12,670.80
Y Lot Non Turf Areas	61094	$2,146.85		$25,762.20

Seasonal & Area-Specific Tasks

Task	Area Type	Location	Frequency	Cost
Mowing & Edging	Turf Areas	Airport, Black Lot, Yellow Lot	Weekly (Mar–Oct), Bi-weekly (Nov–Feb)	$1,055.90
Tree Pruning	All Areas	Refer to ROW dashboard for tree locations	As needed, min. 1x/year.	$0.00
Irrigation Inspection	All Areas	Airport, Black Lot, Yellow Lot	Weekly, System check for proper operation.	$350.00
Fertilization	Turf	Airport, Black Lot, Yellow Lot	April & September	$2,840.00
Aeration	Turf	Airport, Black Lot, Yellow Lot	April & September	$3,305.25

Extra Work Rates

Task	Unit Type	Rate Type	Cost
Pressure Washing	Per Hour	Unit Cost	$62.50
Tree Planting	15 Gallon	Unit Cost	$210.00
Tree Planting	24" Box	Unit Cost	$380.00
Tree Planting	36" Box	Unit Cost	$775.00
Shrub Planting	5 Gallon	Unit Cost	$42.00
Storm Related After Hours	3-Man Crew	Hourly	$187.50

City of Glendale
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LANDSCAPING SERVICES FOR RIGHT-OF-WAY

Westgate

Regular Routine Work

Task	Area Type	Frequency	Notes
Site Inspection	All Areas	Weekly	Signs of irrigation leaks, plant and tree health, vandalism, etc.
Weed Abatement	All Areas	Weekly or as needed	No bigger than 3", no more than 10% coverage
Pre-Emergent	All Areas	One to Two times a year	Herbicide and Rates Must be approved by ROW contract monitor
Trash/Litter/Debris/Tires etc.	All Areas	Weekly	Remove all foreign objects from contracted areas. Will be required after special events.
Blowing/Raking/Sweeping	All Areas	As needed	No blowing on high pollution days
Prune Shrubs	All Areas	Monthly/As needed	Sight triangles must be followed.
Rejuvenation Cuts (Shrubs Only)	All Areas	Once per year or as needed	Scheduled by ROW contract monitor
Visual Irrigation Inspection & Repair	All Areas	Weekly	Contractor responsible for everything after the valve: " Lateral lines, emitters, etc.".
Tree Clearance/water sprouts/suckers	Road signs, sidewalks, walkways	As needed	Maintain 13' above pavement, and concrete vehicular travel lanes, 8' above sidewalks/ Suckers and Waters Sprouts 8' from the ground.

AREA ID	APPROX_SQ_FT	Monthly Cost Per Site	Billing Frequency	Total Annual Cost Per Site (C X 12)
0611-C-50	6253	$ 151.95		$ 1,823.37
0611-B-55	6674	$ 162.18		$ 1,946.14
0611-B-75	1915	$ 46.53		$ 558.41
0611-B-05	3503	$ 85.12		$ 1,021.47
0611-B-85	4808	$ 116.83		$ 1,402.01
0611-B-05M	3701	$ 89.93		$ 1,079.21
0611-D-05	10047	$ 244.14		$ 2,929.71
0611-D-06	3908	$ 94.96		$ 1,139.57
0611-D-07	19302	$ 469.04		$ 5,628.46
0611-C-40	10885	$ 264.51		$ 3,174.07
0611-C-15	10854	$ 263.75		$ 3,165.03
0611-B-40M	10067	$ 244.63		$ 2,935.54
0611-B-35M	7588	$ 184.39		$ 2,212.66
0611-B-30M	5311	$ 129.06		$ 1,548.69
0611-B-25M	10020	$ 243.49		$ 2,921.83
0611-B-10M	3655	$ 88.82		$ 1,065.80
0611-B-15M	4363	$ 106.02		$ 1,272.25
0611-B-20M	4189	$ 101.79		$ 1,221.51
0611-D-01	12096	$ 293.93		$ 3,527.19
0611-D-02	1298	$ 31.54		$ 378.50
0611-D-03	8293	$ 201.52		$ 2,418.24
0611-D-04	7114	$ 172.87		$ 2,074.44
0611-C-20	1653	$ 40.17		$ 482.01
0611-C-25	4988	$ 121.21		$ 1,454.50
0611-C-30	3092	$ 75.14		$ 901.63
0611-C-35	6392	$ 155.33		$ 1,863.91
0611-C-07	1961	$ 47.65		$ 571.83
0611-D-09	2006	$ 48.75		$ 584.95
0611-D-10	6929	$ 168.37		$ 2,020.50
0611-D-11	2660	$ 64.64		$ 775.66
0611-D-12	5245	$ 127.45		$ 1,529.44
0611-D-13	3016	$ 73.29		$ 879.47
0611-D-14M	4390	$ 106.68		$ 1,280.12
0611-D-15M	2597	$ 63.11		$ 757.29
0611-D-16M	5599	$ 136.06		$ 1,632.67
0511-B-05	53151	$ 1,291.57		$ 15,498.83
0611-A-15	2259	$ 54.89		$ 658.72
0611-A-20	2618	$ 63.62		$ 763.41

0611-A-25	3582	$ 87.04		$ 1,044.51
0611-A-30	525	$ 12.76		$ 153.09
0611-A-35	3096	$ 75.23		$ 902.79
0611-B-95M	1584	$ 38.49		$ 461.89
0611-B-95	3800	$ 92.34		$ 1,108.08
0611-B-100	2959	$ 71.90		$ 862.84
0611-B-110	1502	$ 36.50		$ 437.98
0611-A-40	12462	$ 302.83		$ 3,633.92
0511-B-15	127827	$ 3,106.20		$ 37,274.35
0511-B-10	14246	$ 346.18		$ 4,154.13
0511-B-20	11520	$ 279.94		$ 3,359.23
0511_A_1077	1059	$ 25.73		$ 308.80
0511-A-10	4623	$ 112.34		$ 1,348.07
0611_A_1186	5817	$ 141.35		$ 1,696.24
0611_A_1187	13585	$ 330.12		$ 3,961.39
0611_A_1188	20481	$ 497.69		$ 5,972.26
0611_A_1189	425	$ 10.33		$ 123.93
0611_A_1190	441	$ 10.72		$ 128.60
0611_A_1191	7889	$ 191.70		$ 2,300.43

Seasonal & Area-Specific Tasks

Task	Area Type	Location	Frequency	Cost
Mowing & Edging	Turf Areas	Airport, Black Lot, Yellow Lot	Weekly (Mar–Oct), Bi-weekly (Nov–Feb)	$N/A
Tree Pruning	All Areas	Refer to ROW dashboard for tree locations	As needed, min. 1x/year.	$17,800.00
Irrigation Inspection	All Areas	Airport, Black Lot, Yellow Lot	Weekly, System check for proper operation.	$N/A
Fertilization	Turf	Airport, Black Lot, Yellow Lot	April & September	$N/A
Aeration	Turf	Airport, Black Lot, Yellow Lot	April & September	$N/A

Extra Work Rates

Task	Unit Type	Rate Type	Cost
Pressure Washing	Per Hour	Unit Cost	$62.50
Tree Planting	15 Gallon	Unit Cost	$210.00
Tree Planting	24" Box	Unit Cost	$380.00
Tree Planting	36" Box	Unit Cost	$775.00
Shrub Planting	5 Gallon, 1 Gallon	Unit Cost	$42.50
Storm Related After Hours	3-Man Crew	Hourly	$187.50

City Of Glendale
Solicitation number: RFP 26-31 / 42600037
LANDSCAPING SERVICES FOR RIGHT-OF-WAY

1

Regular Routine Work

Task	Area Type	Frequency	Notes
Site Inspection	All Areas	Weekly	Signs of irrigation leaks, plant and tree health, vandalism, etc.
Weed Abatement	All Areas	Weekly or as needed	No bigger than 3", no more than 10% coverage
Pre-Emergent	All Areas	One to Two times a year	Herbicide and Rates Must be approved by ROW contract monitor
Trash/Litter/Debris/Tires etc.	All Areas	Weekly	Remove all foreign objects from contracted areas.
Blowing/Raking/Sweeping	All Areas	As needed	No blowing on high pollution days
Prune Shrubs	All Areas	Monthly/As needed	Sight triangles must be followed.
Rejuvenation Cuts (Shrubs Only)	All Areas	Once per year or as needed	Scheduled by ROW contract monitor
Visual Irrigation Inspection & Repair	All Areas	Weekly	Contractor responsible for everything after the valve: " Lateral lines, emitters, etc.".
Tree Clearance/water sprouts/suckers	Road signs, sidewalks, walkways	As needed	Maintain 13' above pavement, and concrete vehicular travel lanes, 8' above sidewalks/ Suckers and Waters Sprouts 8' from the ground.

AREA ID	APPROX_ SQ_FT	Monthly Cost Per Site	Billing Frequency	Total Annual Cost Per Site (C X 12)
0711-C-05	219616	$3,294.24		$39,530.88

Seasonal & Area-Specific Tasks

Task	Area Type	Location	Frequency	Cost
Tree Pruning	All Areas	Refer to ROW dashboard for tree locations	As needed, min. 1x/year.	$6,700.00

Extra Work Rates

Task	Unit Type	Rate Type	Cost
Pressure Washing	Per Hour	Unit Cost	$62.50
Tree Planting	15 Gallon	Unit Cost	$210.00
Tree Planting	24" Box	Unit Cost	$380.00
Tree Planting	36" Box	Unit Cost	$775.00
Shrub Planting	5 Gallon, and 1 Gallon	Unit Cost	$42.00
Storm Related After Hours	3-Man Crew	Hourly	$187.50

AGREEMENT FOR
LANDSCAPING SERVICES FOR RIGHT-OF-WAY
City of Glendale Solicitation No. RFP 26-31

This Agreement for Landscaping Services of Right-of-Way ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Mariposa Landscape Arizona, Inc, an Arizona corporation, authorized to do business in the State of Arizona, ("Contractor"), as of the _____ day of _____, 20 .

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. RFP 26-31 (the "Project");

B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto; and

C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

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

1. Key Personnel; Sub-contractors.

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

1.2 Project Team.

a. Project Manager.

(1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to complete the Project and handle all aspects of the Project (as determined by the City in its sole discretion); such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;

(2) The City must approve the designated Project Manager; and

(3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.

b. Project Team.

(1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."

(2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.

c. Discharge, Reassign, Replacement.

(1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

(2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.

(3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

(1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.

(2) Contractor will remain fully responsible for Sub-contractor's services.

(3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.

(4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. Schedule. The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. Contractor's Work.

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

3.2 Licensing. Contractor warrants that:

a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and

b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.

(2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

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

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

3.4 Coordination; Interaction.

a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").

b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.,* and other intellectual work product as may be applicable ("Work Product").

(1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.

(2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.

b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.

c. City Use.

(1) City may reuse the Work Product at its sole discretion.

(2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.

(3) In such case, City shall also remove any seal and title block from the Work Product.

4. Compensation for the Project.

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed $5,000,000, as specifically detailed in **Exhibit B** (the "Compensation").

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

a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.

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

c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. Billings and Payment.

5.1 Applications.

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

b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

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

b. Payment may be subject to or conditioned upon City's receipt of:

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

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

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

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

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

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the Effective Termination date, which may not be less than 30 days following the date of delivery.

a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.

b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.

b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than $2,000,000 or the amount of this Agreement, whichever is greater.

7. Conflict. Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. Insurance.

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

a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.

b. General Liability.

(1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least $2,000,000 per occurrence and $4,000,000 annual aggregate for each property damage and contractual property damage.

(2) Sub-contactors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least $2,000,000 per occurrence.

(3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.

(4) These limits may be met through a combination of primary and excess liability coverage.

c. Auto. A business auto policy providing a liability limit of at least $2,000,000 per accident for Contractor and $2,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.

d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:

(1) Cancellation or termination of Contractor or Sub-contractor's Policies;

(2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and

(3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.

f. Certificates of Insurance.

(1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.

(2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

(3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.

g. Other Contractors or Vendors.

(1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.

(2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).

h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.

(1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.

(2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.

b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.

c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.

b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. E-verify, Records and Audits. To the extent applicable under A.R.S. § 41-4401, the Contractor warrants their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective

papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

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

11. Uyghur Forced Labor Prevention Act (UFLPA). Contractor certifies that it does not currently, and during the term of this Agreement, will not use:

a. the forced labor of ethnic Uyghurs in the People's Republic of China;

b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and

c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

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

13. Notices.

13.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

a. The Notice is in writing; and

b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and

c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and

e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

13.2 Representatives.

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

Mariposa Landscape Arizona, Inc
c/o Luis Huizar
7677 N 67th Ave
Glendale, AZ 85301

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

City of Glendale
c/o Shoalynn Gilliland
5970 W Brown St
Glendale, Arizona 85302
(623) 930-2863

With required copy to**:**

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

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

c. Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

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

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

15. Entire Agreement; Survival; Counterparts; Signatures.

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

a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

15.2 Interpretation.

a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

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

15.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

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

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

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

16. Term.

16.1 Extensions. The term of this Agreement commences upon the effective date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four (4) years, on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any extension period. Price adjustments will only be reviewed prior to the extension period and any such price adjustment will be a determining factor for any renewal. There are no automatic extensions or renewals of this Agreement.

16.2 Extension for Procurement Process. Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

17. Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

18. Cooperative Use of Contract. This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: http://www.mesaaz.gov/business/purchasing/save

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

Exhibit A Project
Exhibit B Compensation

(Signatures appear on the following page.)

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

City of Glendale,
an Arizona municipal corporation

_____

By: Patrick S. Banger
Its: City Manager

ATTEST:

_____

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

_____

Michael D. Bailey
City Attorney

Mariposa Landscape Arizona, Inc,
an Arizona corporation

_____

By: Luis Huizar
Its: Vice President of Operations

EXHIBIT A

LANDSCAPING SERVICES FOR RIGHT-OF-WAY

PROJECT

RIGHT OF WAY LANDSCAPE – GENERAL REQUIREMENTS – CONTRACTOR SHALL

Provide consistent supervision of their employees.

Provide all necessary staffing, tools, equipment, vehicles, supplies, including (chemical, fertilizers, herbicides, post and pre-emergent), and ancillary items to perform all services proposed. Only chemicals registered and approved by the Environmental Protection Agency (EPA) shall be used.

Shall demonstrate they can: track fleet locations, employee time onsite, work schedules, onsite work performed with after photos via Green Sights app, and dispatch times.

Ensure that adequate staffing and resources are assigned to each Area of Service to achieve the designated Service Levels defined and any other applicable requirements.

Provide safe storage for found articles and deliver unclaimed articles on the following Monday to the Contract Monitor at the Transportation office located at 6210 W Myrtle Ave, Building P. All incidents of lost/found shall be recorded on the Weekly Work Report.

Perform all work during daylight hours. No work will be completed on weekends without prior approval from the City.

Perform all duties assigned Monday through Friday, excluding holidays. The City observes the following holidays: New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. If the successful Contractor wishes to work on any of the specified holidays, the Contractor shall coordinate an approval with the City.

Do not allow any person who is not an employee in the work area unless the City's Contract Monitor gives prior approval

Comply with Federal, State, and local laws, regulations, applicable permits, standards, and ordinances about health, safety, and protection of the environment. Failure to comply may be grounds for non-payment and termination of the contract

Perform intermittent walk-through audits with Contract Monitor to A) review work performed to identify and address subpar work that may be necessary to bring the contract area up to standard; B) review to identify special projects outside the routine scope of work

The Contract Monitor may request verification of certifications at any time during the term of the contract

LANDSCAPING – ROUTINE REQUIREMENTS – CONTRACTOR SHALL:

Turf Maintenance (Includes Mowing, Edging and Weeding) – Contractor shall:

Schedule mowing in accordance with irrigation schedules

Ensure mowing areas are clean and free of all debris before mowing, i.e., paper, stones, bottles, tree limbs, etc.

Perform mowing and edging together on the same day, and shall be scheduled in accordance with irrigation schedules

Apply post-emergent herbicide as necessary to keep areas weed-free, and do not harm the grass at the full label-directed rate

Control dust while mowing in compliance with Maricopa County Environmental Services Department Air Quality Division regulations

Ensure that the mowing height of turf does not exceed 2 ½ inches

Ensure mowing equipment operates at optimum speed with sharp mowing blades to produce clean cutting results

Equip all mowers with skirt guards

Remove mowed clippings from the property and dispose of them properly

Edge turf with a mechanical edger along walkways, curbs, and headers to maintain a neat appearance and ensure sprinkler heads are not damaged while edging; any sprinkler heads damaged in the process are to be replaced by the Contractor at his own expense

Inform the City Contract Monitor(s) of delays in the schedule due to excessive ground moisture, standing water, etc.

Provide an alternate schedule when delays in mowing occur

Keep all contracted areas, including adjacent sidewalks and curbs, and bull noses as applicable, free of weeds and invasive grasses

If applicable, lower (scalp) Bermuda grass to ½ inch or less the last week of September in preparation to over-seed with perennial Rye Seed

Only allow scalping of grass during the overseeding season

Provide verticutting of grass once per year during the growing season and/or as needed to reduce thatch buildup

Rake, retrieve, remove, and dispose of debris from the site. This includes the gathering and removal of all trash, organic material, as well as dog and horse feces, and any other organic material that was not generated by the contract area

Plant Material (Trees, Shrubs, and Groundcovers) – Contractor shall: 3.2.2.1. Provide landscaping services that include, but are not limited to, sidewalks, bridle paths, shoulders, right-of-way, bike and pedestrian paths, and medians

Remove dead, dying, diseased and broken portions of each plant or tree

Perform pruning in such a way that plant material does not create a visibility or physical obstruction to vehicular traffic, pedestrians, traffic signs, message boards, sight obstructions, or pathway obstructions

Do not blow or rake landscaping debris into the street, sidewalk, or parking lot

Prune trees to remove hazards by trimming branches that pose a risk. Keep branches at least 13 feet (13') above the street and out of pedestrian walkways and view corridors, with a minimum clearance of 8 feet (8') above the grounds

Remove all tree suckers and water sprouts from the ground to 8 feet above the trunk base

Be held responsible and cover the cost of replacing any damaged plant material due to negligence or accidental damage caused by the Contractor. This includes replacing plants that die due to lack of care, water, improper pruning, or the use of pesticides or chemicals

All replacement plants shall be free from circling and girdling roots at the time of planting

All trees must be planted in accordance with guidelines outlined in the University of Arizona's publication, AZ1022, Planting Guidelines: Container Trees & Shrubs

Be held responsible for insufficient delivery of water if Contractor caused a disruption to the water delivery system or did not notify Contract Monitor of irrigation problem(s).

The Contractor shall not be responsible for damage to or destruction of plant material that is the result of vandalism or damage caused by others

The Contractor shall immediately notify the Contract Monitor of any disease or pest infestation that may result in the destruction of plant material and report the location and number of distressed, diseased, dead, and missing plants to the Contract Monitor

If the contractor's poor plant maintenance or failure to disinfect tools before use on the city of Glendale property causes disease or pest infestation, the contractor will be responsible for all costs of restoring

the affected areas to their original condition, including plant material and labor

The Contractor shall stake any trees replaced during the contract period in accordance with ISA and City specifications: two 2" x 2" x 8' wooden tree stakes, or approved alternates, on each side of the tree (opposed), stakes shall not be located within the root ball, unless the tree no longer requires staking, as determined by the Contract Monitor

Immediately after windstorms, the Contractor shall check all contract areas for trees needing re-staking and retying and begin work to keep trees out of the streets, right-of-way, and sidewalks

Pruning and Trimming – Contractor Shall:

Prune all shrubs and ground covers limited to symmetrical (rounded) shapes. Pruning shrubs should be done in accordance with the guidelines established by the University of Arizona Cooperative Extension- https://extension.arizona.edu/sites/extension.arizona.edu/files/pubs/az1499-2016.pdf

Trim all shrubs to a tapered base so as not to allow accumulation of debris at the base of the shrub

Prune/trim to include the containment of vegetative growth four inches (6") to the inside of the curb line and/or sidewalks

Prune all shrubs and ground covers acceptably and consistently, to be approved by the Contract Monitor(s)

Remove all frost-killed plant material in the Spring, no later than April 1, at the discretion of the Contract Monitor(s)

Provide renovation pruning during the appropriate season and to the proper plants at the discretion of the Contract Monitor(s)

Prune shrubs and ground covers to their semi-natural parameters, but not over 30" in height in traffic view corridors

Prevent groupings of shrubs to create a hedge in accordance with Crime Prevention Through Environmental Design (CPTED) principles

Remove all invasive volunteer growing inside a ground cover, shrubs, or at the base of a tree immediately, mechanically or manually, along with the root

Prune/trim to include the containment of vegetative growth a minimum of six inches (6") to the inside of the curb line and/or sidewalk; overgrowth into streets, sidewalks, and pathways will be considered out of compliance

Shrub trimming intervals during the Spring/Summer season shall be per the schedule

Trim all shrubs during the Winter/Fall season as needed

Shrub trimming intervals may be adjusted at the City's discretion

The Contractor's tree pruning (where applicable) shall be performed following the International Society of Arboriculture (ISA) accepted practices, with no stubs, ripped bark, or pollarding

Remove water sprouts and suckers under 8 feet

Have working knowledge of the American National Pruning Standards (A300) and International Society of Arborists ISA Tree Pruning Guidelines, and shall adhere to the most recent edition of the American National Standard for Tree Care Operations (Z133.1)

Accomplish tree pruning with hand pruning saws, hand pole saws, hand pruners, loppers, gas-powered chain saws, or electric trimming devices

When the Arizona Department of Environmental Quality (ADEQ) issues a High Pollution Advisory (HPA), the use of leaf blowers and gas-powered equipment on governmental properties and right of ways is prohibited during the advisory period. It is the Contractor's responsibility to monitor HPA restrictions. In the event this standard is not met, the Contractor will be issued an out-of-compliance notice in writing

Remove dead, dying, diseased, and broken portions of each plant

Inform the Contract Monitor of the quantity and location of dead plant removals in the weekly report

Perform pruning in such a way that plant material does not create a visibility obstruction to vehicular traffic, and shrubs not to exceed 30 inches in height within the site triangle

Trim all sight obstructions within 24 hours of notification and keep them trimmed to prevent recurrence

Do not remove live shrubs or any tree without the approval of the City Contract Monitor

Raking Out of Decomposed Granite/Soil Areas – Contractor Shall: 3.2.4.1. Rake out all decomposed granite and bare ground areas as per the schedule in all contracted areas, including the gathering and removal of all trash, organic material, litter, dog and horse feces, and other material that was not generated by the contract area

Rake out, retrieve, remove from the site, and properly dispose of all material in accordance with all federal, state, and local laws, ordinances, and regulations

Irrigation Requirement – Contractor Shall:

Black and Yellow Lots, Airport

Inspect the irrigation system each week for proper operation and provide notification of such to the Contract Monitor. Inspection includes the furnishing of all labor and parts to replace missing emitters, bubblers, and sprinklers

Be responsible for irrigation water delivery past the valves, through the piping, tubing, emitters, and bubblers, and plug all emitters not delivering water to plant material (missing plants). The city will maintain valves, controllers, and back-flow prevention devices

Report location and number of missing plants to the City Contract Monitor monthly

Flush the irrigation system after repairs have been made, using the control valves. The Contractor may ONLY repair control valves on irrigation systems at the direction of the City Irrigation Technician and/or Contract Monitor

Repair control valves and control clocks on irrigation systems, when directed by the Contract Monitor, at the hourly rate established in the contract, plus parts or replacement components, as an addition to the monthly invoiced amount and noted separately

Raise valve boxes to the level of the ground surface, if needed, when directed by the Contract Monitor(s)

Water by hand, or other means, in accordance with plant and vegetation needs, until the proper operation of the irrigation system is restored if an irrigation system is out of service due to the Contractor's neglect

Must replace, at no expense to the city, any plant material that is lost due to Contractor negligence

Plug all emitters not delivering water to plant material at the Contractor’s expense

Be held responsible for damage done to irrigation system components and plant material due to careless operation of their vehicles and maintenance equipment

Complete all irrigation repairs within 48 business hours after discovery

Test all spray heads after each mowing by manually turning on each irrigation valve. Adjust and replace sprinkler heads to achieve maximum coverage and minimum overspray onto the street, sidewalks, or any other area that is not intended for irrigation. This pertains to the black lot, the yellow lot, and the airport turf areas

North Developed, South Developed, Downtown, SR101(Beardsley), Landscaped Alleys, US 60 (Grand), Northern Parkway, Westgate, and the Park and Ride

Visually inspect the irrigation system each week for proper operation and provide notification of such to the Contract Monitor. Inspection includes the furnishing of all labor and parts to replace missing emitters and bubblers Be responsible for irrigation water delivery past the valves, through the piping, tubing, emitters, and bubblers, and plug all emitters not delivering water to plant material (missing plants). The city will maintain valves, controllers, and back-flow prevention devices

Flush the irrigation system after repairs have been made, using the control valves. The Contractor may ONLY repair control valves on irrigation systems at the direction of the City Irrigation Technician and/or Contract Monitor

Repair control valves and control clocks on irrigation systems, when directed by the Contract Monitor, at the hourly rate established in the contract, plus parts or replacement components, as an addition to the monthly invoiced amount

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Water by hand, or other means, in accordance with plant and vegetation needs, until the proper operation of the irrigation system is restored if an irrigation system is out of service due to the Contractor's neglect

Must replace, at no expense to the city, any plant material that is lost due to Contractor negligence

Plug all emitters not delivering water to plant material at the Contractor's expense

Be held responsible for damage done to irrigation system components and plant material due to careless operation of their vehicles and maintenance equipment

Complete all irrigation repairs within 48 business hours after discovery

The City's Contract Monitor(s) shall have final say on irrigation controller settings

Weed Abatement – Contractor Shall:

Weed as per schedule in all areas

Ensure all areas are free of weeds, including adjacent sidewalks and curbs

If weed abatement is not performed, the City Contract Monitor(s) may consider the maintenance to be unsatisfactory and the Contractor non-compliant, resulting in a penalty as defined below in Section 8

Control all landscaped areas with proper mechanical and chemical application, as necessary, to maintain contract areas weed and grass-free

Identify the chemicals used, including web links to the Safety Data Sheets

Treat all grasses and weeds with appropriate herbicide before mechanical removal

Maintain and ensure all assigned areas are weed and grass-free, including dead weeds and grass that were chemically treated

Apply all herbicide applications by an Arizona Department of Agriculture Office of Pest Management certified applicator

Chemicals and Pesticides – Contractor Shall:

Submit a list of proposed chemicals, complete with current Safety Data Sheet (SDS) specimen labels and specific application rates to be used, to the Contract Monitor for approval ten (10) days before commencement of the contract period

Must allow ten (10) days before chemical application for any additions or substitutions of the proposed chemicals

Not deviating from the approved list without prior written approval of the City Contract Monitor shall be grounds for non-payment and termination of the contract

Use chemicals and pesticides registered with the Environmental Protection Agency (EPA) and the State of Arizona Office of Pest Management (OPM) approval

Comply with all federal, state, and local laws, regulations, standards, and ordinances about health, safety, and EPA

Failure to comply with all federal, state, and local laws, regulations, standards, and ordinances about health, safety, and environmental protection shall be grounds for non-payment and immediate termination of contract

Ensure any personnel performing the required pest, insect, weed, and disease control services are licensed by the State of Arizona to perform the necessary services as approved by the State of Arizona OPM

Provide a list of all certified applicators, copies of licenses, certifications, and up-to-date training certificates when requested by the City

Track all chemicals, herbicides, pesticides, types, brands, quantities, and associated application ratios for Storm Water NPDES reporting and shall provide information when requested by the City Contract Monitor

Pre-Emergent Herbicide Application 9Spring and Fall Application) – Contractor Shall:

Not apply herbicide on windy days when there is a high chance of drifting

Treat all weeds and grasses with an appropriate herbicide before the weeds and grasses reach a height of six inches (6”), and the weeds and grasses must be mechanically removed

Include an ultra-violet colored dye in a sufficient amount to be visible for five (5) days after herbicide applications-for post-emergent chemical applications

Similarly, control weeds in the winter, but the use of a 2-4-D broadleaf herbicide is not permitted

Do not use soil sterilant of any type

Ensure all applications include decomposed granite, decorative rock, and non-landscaped bare areas per label instructions for long-term (12-month) control: one fall application (September – November) and one spring application (February – April)

Assure all trash, litter, debris, and all foreign material are cleared from the area to allow the pre-emergent to make direct contact with the soil before application

Water within fourteen (14) days, applying pre-emergent applications via a water buffalo or a water truck. The water will be provided via the City. The water truck or water buffalo will be at the Contractor’s expense

Obtain pre-emergent certifications for each seasonal application and submit the pre-emergent certifications to the Contract Monitor upon completion

Track all chemicals, herbicides, pesticides, types, brands, quantities, and associated application ratios for the State of Arizona, Office of Pest

Management division, and shall provide information when requested by the City Contract Monitor

Chemical application shall be conducted in compliance with the State of Arizona Office of Pest Management, primarily to inhibit and /or eradicate existing vegetation and/or weed growth

Permits for chemical control application shall be the responsibility of the Contractor

The Contractor shall provide the City of Glendale ROW Landscaping Division Contract Monitor a copy of the permit and all associated license requirements for their staff to apply herbicide chemicals before use, and they are to be approved by the City of Glendale Right of Way Landscaping Contract Monitor

The Contractor must provide spray logs to the city at a minimum of once per month

The Contractor is to ensure that no overspray reaches and affects private property and will hold the city harmless for any action therein

Any items that don't meet the standard, such as those mentioned earlier, will be removed by the contractor at no extra cost to the city

Provide necessary workforce, tools, equipment, and supplies or materials as needed to perform the duties of the contract

Post-Emergent – Weeds/Grass – Contractor Shall:

Not apply herbicide on windy days when there is a high chance of drifting

Treat all weeds and unwanted grasses with an appropriate herbicide before the weeds and grasses reach a height of three inches (3”), and the weeds and grasses must be mechanically or manually removed once the weeds have died from the chemical treatment

Include an ultra-violet colored dye in an amount to be visible for five (5) days after herbicide applications

Control dicots, monocots, and nut sedge using a herbicide (e.g., Round Up) or other approved equal or substitute labeled to kill undesired weeds, plants, and grasses, by the Contract Monitor(s) per the label instructions in the summer season

Control weeds in a similar manner (as described above in this section). The use of a 2-4-D broad-leaf herbicide is not permitted; the chemical must be approved by Contract Monitor(s) in the winter season

Do not use soil sterilant of any type

Track and submit all chemicals, herbicides, pesticides, types, brands, quantities, and associated application ratios for Storm Water NPDES reporting and shall provide information on weekly reports to the City Contract Monitor

It is the City's preference to manually remove weeds that exceed three (3") inches in height and width to provide immediate eradication and an aesthetically pleasing landscape

Chemical application shall be conducted in compliance with the State of Arizona Office of Pest Management, primarily to inhibit and /or eradicate existing vegetation and/or weed growth

Permits for chemical control application shall be the responsibility of the Contractor

The Contractor shall provide the City of Glendale Right of Way Landscape Division a copy of the permit and all associated license requirements for their staff to apply herbicide chemicals before use, and they are to be approved by the City of Glendale Right of Way Landscape Contract Monitor

Contractors must provide spray logs to the city at a minimum of once per month

The Contractor is to ensure that no overspray reaches and affects private property and will hold the city harmless for any action therein

Any items that don't meet the standard, such as those mentioned earlier, will be removed by the contractor at no extra cost to the city

Provide necessary workforce, tools, equipment, and supplies or materials as needed to perform the duties of the contract

Damaged Plant Material (Repairs or Replacements) – Contractor Shall:

Contractor is responsible for any adverse effects or death of plant materials due to the application of chemicals, runoff, and drift onto adjacent properties

Report to the Contract Monitor any damaged flora immediately and provide pictures of damaged flora. Contractor will be considered non-compliant if not reported promptly

At their own expense, make all repairs or replacements of damaged plant material within two weeks. Once approved by the City, the Contract Monitor will determine the scope of damage and approve all repairs and plant replacements

Soil/Turf Conditioning – Contractor Shall:

Notify the City Contract Monitor(s) at least two (2) weeks before the date of performing soil/turf conditioning, such as turf fertilization, and chemical weed control

Apply two (2) times a year (Applications and associated rates must be approved by City Contract Monitor(s) two weeks before application:

• April – Ammonium sulfate at a rate of 1 pound per 1,000 square feet

• September – 21-7-14 or approved equal at a rate of one pound of nitrogen per 1,000 square feet. Must be homogeneous type

Apply Perennial Rye seed at the rate of 12-15 pounds per 1,000 square feet over scalped areas in September, no later than one (1) day after scalping. NOTE- Not currently applicable due to drought restrictions

Apply starter fertilizer 16-20-0 or equal upon the approval of City Contract Monitor(s) and area top dressed in mulch. NOTE- Not currently applicable due to drought restrictions

Aerate turf areas twice a year during the warm-season grass-growing period, April -September

All turf irrigation heads, valve boxes, etc., must be identified and marked accordingly by the Contractor before aeration

Any damage will result in a fine. Refer to section 8. PERFORMANCE LEVELS / NON-PERFORMANCE FEES / PERFORMANCE METRICS

Erosion Control – Contractor Shall:

Upon request by the City, maintain the integrity of all developed and non-developed ROW landscaped areas by restoring erosion-damaged areas. Remove and dispose of all debris generated from this work

Supply labor and ALL equipment (tractor, front-end loader, etc.) as necessary to perform the contracted services

Trash/Litter Disposal – Contractor Shall:

Retrieve, remove, and dispose of all foreign material that is not part of the landscape, which includes but not limited to, trash, papers, cans, bottles, broken glass, feces, dead plant material, realty and yard sale signs, etc., from the contract areas and sidewalks, including any debris that is present along the curb and street weekly. If a Contractor finds foreign materials that are not identifiable or are deemed potentially hazardous, the Contractor shall contact the Contract Monitor immediately

Do not disturb political signs and report any sight obstructions to the Contract Monitor

Service areas may include, but are not limited to, City of Glendale designated sidewalks, bridle paths, ROW shoulders, bike and pedestrian paths, and any other City-owned properties specified within this scope of work

Fully cover all open bed trucks used for the transportation of waste

Dispose of all debris and any other matter removed from the contracted area in compliance with Federal, State, County, and City regulations

Be solely responsible for any disposal fees (dumping charges) incurred

Remove all found tires from contracted areas

WORK SCHEDULES –Provide a complete, detailed work schedule to the Contract Monitor to include:

Proposed days and times, equipment, and crew size to perform the work at each work area

Provide Special crew member names and licenses that will be applying herbicides or pesticides, and the name of the Supervisor(s) who will oversee the work performed

Provide monthly work schedules that reflect adequate and appropriate time for completion of all routine work activities on a daily, weekly, and monthly basis, as well as seasonal work activities on an annual basis

Provide work schedules that identify routine and any special tasks

Ensure any changes to work schedules are provided to the Contract Monitor by Friday, 4:00 p.m., for the following week

Complete all work during the calendar week in which it is scheduled unless circumstances occur that are beyond the control of the Contractor and approved by the Contract Monitor

Understand that failure to submit schedules as prescribed may be grounds for termination of the contract

REPORTING – CONTRACTOR SHALL:

Provide a completed work schedule report weekly, with hours and the number of employees onsite 5.2. Use the Glendale Green Sights app to track ALL completed work, including before and after photos and tracking tasks performed

Submit to the Contract Monitor the schedule of pre-emergent applications ten (10) workdays before application, as well as notify the Contract Monitor of any changes immediately due to inclement conditions

Submit post-application spray logs within the same week of application. City reserves the right to modify these schedules and the products used

BILLING AND INVOICING – CONTRACTOR SHALL:

Contractors MUST provide a detailed monthly invoice which includes the following

• City Purchase Order reference number

• Hours of service

• Dates of service

• Itemized products or services rendered

• Identify the Area of Service or location by areas of service

• Separate line item for any product discount (if applicable)

• Separate line item for sales tax

• Submit invoice within two weeks of job completion

• At the end of the fiscal year, all invoices must be submitted no later than June 16th

MODIFICATIONS TO PRODUCTS, SCHEDULES OR SERVICES

The City reserves the right to expand or delete landscaping service requirements and/or Areas of Service at any time during the contract period when it is deemed to be in the City's best interest 7.2. In the event of additional service requirements and/or Areas of Service, the City and Contractor shall agree upon changes in writing by completing an Amendment to the Agreement

Should the City and the Contractor not agree on additional service charges, the City reserves the right to perform the extra services with City personnel or other outside contract services

The City reserves the right to make changes to the landscape schedule(s) when it is deemed to be in the City's best interest

The Contractor shall not be compensated for the loss of work due to deletions or substitutions to the Contract

PERFORMANCE LEVELS/NON-PERFORMANCE FEES/PERFORMANCE METRICS

The resulting agreement will be a performance-based contract directly related to the performance metrics below. Quarterly performance meetings will be held to review and discuss the performance metrics

Ref # Description of Situation Amount to be Deducted per Incident

3.6.A Non-compliance with Federal, State, and local laws, regulations, applicable permits, standards, and ordinances about health, safety, and protection of the environment. $100

3.6.B Subpar work that may be necessary to bring the contract area up to standard. $50

3.6.C Failure to produce a proper certification relevant to work performed upon request $100

3.6.D Complete all irrigation repairs within 48 business hours of identifying areas unless otherwise directed by the City. $100

All litter is removed from all undeveloped public right-of-way areas 100% Fine imposed in the amount of $100 if this metric is not met per site

All litter removed from all developed public right-of-way areas 100% Fine imposed in the amount of $100 if this metric is not met per site

All shrubs in public right-of-way areas are trimmed to prevent visibility obstructions 100% Fine imposed in the amount of $100 if this metric is not met per incident

All tree skirts in public right-of-way areas are maintained below the 8ft level 100% Fine imposed in the amount of $100 if this metric is not met per site

Pre-emergent was completed on all granite and bare areas 90% Fine imposed in the amount ranging from $500 if this metric is not met per site.

Post-emergent completed on all granite and bare areas 90% Fine imposed in the amount of $100 if this metric is not met per site

Damage while completing aeration and fertilization of all turf areas due to the failure to mark and flag irrigation bell boxes and sprinkler heads	90%	Fine imposed in the amount of time, labor, and materials for repairs if this metric is not met per area at a rate of $50 per hour plus the cost of materials.

EXHIBIT B

LANDSCAPING SERVICES FOR RIGHT-OF-WAY

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Per section 4 of this agreement.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed $5,000,000.

DETAILED PROJECT COMPENSATION

Per pricing workbook.

City of Glendale
Solicitation Number: RFP 26-31 / 42600037
LANDSCAPING SERVICES FOR RIGHT-OF-WAY

North Developed

Regular Routine Work

Task	Area Type	Frequency	Notes
Site Inspection	All Areas	Weekly	Signs of irrigation leaks, plant and tree health, vandalism, etc.
Weed Abatement	All Areas	Weekly or as needed	No bigger than 3", no more than 10% coverage
Pre-Emergent	All Areas	One to Two times a year	Herbicide and Rates Must be approved by ROW contract monitor
Trash/Litter/Debris/Tires etc.	All Areas	Weekly	Remove all foreign objects from contracted areas.
Blowing/Raking/Sweeping	All Areas	As needed	No blowing on high pollution days
Prune Shrubs	All Areas	Monthly/As needed	Sight triangles must be followed.
Rejuvenation Cuts (Shrubs Only)	All Areas	Once per year or as needed	Scheduled by ROW contract monitor
Visual Irrigation Inspection & Repair	All Areas	Weekly	Contractor responsible for everything after the valve: " Lateral lines, emitters, etc.".
Tree Clearance/water sprouts/suckers	Road signs, sidewalks, walkways	As needed	Maintain 13' above pavement, and concrete vehicular travel lanes, 8' above sidewalks/ Suckers and Waters Sprouts 8' from the ground.

AREA ID	APPROX_ SQ_FT	Total monthly Cost Per Site	Billing Frequency	Total Annual Cost Per Site (C X 12)
1005-C-10M	824	$ 6.43	Monthly	$ 77.13
1206-C-10M	6907	$ 53.87	Monthly	$ 646.50
1308-C-01	23389	$ 182.43	Monthly	$ 2,189.21
1606-D-05M	1183	$ 9.23	Monthly	$ 110.73
1508-A-10M	15042	$ 117.33	Monthly	$ 1,407.93
1507-B-05M	12832	$ 100.09	Monthly	$ 1,201.08
1506-B-05M	5113	$ 39.88	Monthly	$ 478.58
1506-A-05M	18294	$ 142.69	Monthly	$ 1,712.32
1506-B-10	64308	$ 501.60	Monthly	$ 6,019.23
1506-B-20	9258	$ 72.21	Monthly	$ 866.55
1608-C-05M	22644	$ 176.62	Monthly	$ 2,119.48
1607-A-05M	12788	$ 99.75	Monthly	$ 1,196.96
1607-C-05M	17450	$ 136.11	Monthly	$ 1,633.32
1506-B-25	28922	$ 225.59	Monthly	$ 2,707.10
1506-D-05	3161	$ 24.66	Monthly	$ 295.87
1506-C-15M	1869	$ 14.58	Monthly	$ 174.94
1506-C-10M	19790	$ 154.36	Monthly	$ 1,852.34
1506-D-30	43317	$ 337.87	Monthly	$ 4,054.47
1508-C-05M	24012	$ 187.29	Monthly	$ 2,247.52
1509-C-05M	14881	$ 116.07	Monthly	$ 1,392.86
1509-D-05M	26548	$ 207.07	Monthly	$ 2,484.89
1409-B-05	33919	$ 264.57	Monthly	$ 3,174.82
1408-A-10M	16200	$ 126.36	Monthly	$ 1,516.32
1409-B-20M	15735	$ 122.73	Monthly	$ 1,472.80
1409-B-15	16008	$ 124.86	Monthly	$ 1,498.35
1409-A-10M	11371	$ 88.69	Monthly	$ 1,064.33
1708-B-10	10703	$ 83.48	Monthly	$ 1,001.80
1708-D-05	12466	$ 97.23	Monthly	$ 1,166.82
1707-A-10M	1658	$ 12.93	Monthly	$ 155.19
1708-D-15M	2942	$ 22.95	Monthly	$ 275.37
1708-C-10	30733	$ 239.72	Monthly	$ 2,876.61
1708-C-05	18731	$ 146.10	Monthly	$ 1,753.22
1708-C-15M	5191	$ 40.49	Monthly	$ 485.88
1706-A-05W	96350	$ 751.53	Monthly	$ 9,018.36

1706-A-05E	131346	$	1,024.50	Monthly	$ 12,293.99
1606-C-05M	21015	$	163.92	Monthly	$ 1,967.00
1606-A-05M	23518	$	183.44	Monthly	$ 2,201.28
1706-A-05M	48222	$	376.13	Monthly	$ 4,513.58
1506-D-10M	20120	$	156.94	Monthly	$ 1,883.23
1506-C-20M	28257	$	220.40	Monthly	$ 2,644.86
1406-A-10	1288	$	10.05	Monthly	$ 120.56
1507-D-05M	20864	$	162.74	Monthly	$ 1,952.87
1507-C-15M	28406	$	221.57	Monthly	$ 2,658.80
1407-A-15	38187	$	297.86	Monthly	$ 3,574.30
1407-B-05	19992	$	155.94	Monthly	$ 1,871.25
1408-B-30	31841	$	248.36	Monthly	$ 2,980.32
1407-A-10M	17918	$	139.76	Monthly	$ 1,677.12
1407-A-05	28502	$	222.32	Monthly	$ 2,667.79
1408-B-10	12983	$	101.27	Monthly	$ 1,215.21
1508-D-05M	50145	$	391.13	Monthly	$ 4,693.57
1408-A-15	24916	$	194.34	Monthly	$ 2,332.14
1508-C-10M	51912	$	404.91	Monthly	$ 4,858.96
1408-A-05	13523	$	105.48	Monthly	$ 1,265.75
1409-B-10	12429	$	96.95	Monthly	$ 1,163.35
1409-C-05M	11742	$	91.59	Monthly	$ 1,099.05
1409-C-20M	5306	$	41.39	Monthly	$ 496.64
1409-C-10M	3266	$	25.47	Monthly	$ 305.70
1409-D-05M	16649	$	129.86	Monthly	$ 1,558.35
1408-C-10M	20866	$	162.75	Monthly	$ 1,953.06
1408-C-05	12569	$	98.04	Monthly	$ 1,176.46
1409-B-30M	22554	$	175.92	Monthly	$ 2,111.05
1409-B-25	98653	$	769.49	Monthly	$ 9,233.92
1308-B-01M	239	$	1.86	Monthly	$ 22.37
1408-D-20M	1468	$	11.45	Monthly	$ 137.40
1408-D-10	10628	$	82.90	Monthly	$ 994.78
1407-C-10M	3665	$	28.59	Monthly	$ 343.04
1407-C-05	27818	$	216.98	Monthly	$ 2,603.76
1407-B-10	10572	$	82.46	Monthly	$ 989.54
1406-A-05	9260	$	72.23	Monthly	$ 866.74
1407-D-05	4050	$	31.59	Monthly	$ 379.08
1406-C-05	5026	$	39.20	Monthly	$ 470.43
1407-C-15M	1920	$	14.98	Monthly	$ 179.71
1306-B-10	43659	$	340.54	Monthly	$ 4,086.48
1306-D-05	91188	$	711.27	Monthly	$ 8,535.20
1206-B-05M	1790	$	13.96	Monthly	$ 167.54
1306-D-10	25502	$	198.92	Monthly	$ 2,386.99
1206-B-10	11175	$	87.17	Monthly	$ 1,045.98
1206-B-15	95066	$	741.51	Monthly	$ 8,898.18
1409-C-15M	19730	$	153.89	Monthly	$ 1,846.73
1409-D-10M	79807	$	622.49	Monthly	$ 7,469.94
1408-C-15M	21474	$	167.50	Monthly	$ 2,009.97
1408-D-15M	17278	$	134.77	Monthly	$ 1,617.22
1307-A-15M	9432	$	73.57	Monthly	$ 882.84
1407-C-20M	20911	$	163.11	Monthly	$ 1,957.27
1407-D-20M	20978	$	163.63	Monthly	$ 1,963.54
1406-C-15M	18079	$	141.02	Monthly	$ 1,692.19
1306-A-05M	8700	$	67.86	Monthly	$ 814.32
1308-D-03	3499	$	27.29	Monthly	$ 327.51
1308-D-02	17645	$	137.63	Monthly	$ 1,651.57
1208-B-10	779	$	6.08	Monthly	$ 72.91
1307-A-10	13579	$	105.92	Monthly	$ 1,270.99
1308-B-02	11853	$	92.45	Monthly	$ 1,109.44
1307-A-20	17900	$	139.62	Monthly	$ 1,675.44
1307-B-05	10512	$	81.99	Monthly	$ 983.92
1307-C-20M	6956	$	54.26	Monthly	$ 651.08
1308-D-01	25432	$	198.37	Monthly	$ 2,380.44

1307-C-15	20890	$	162.94	Monthly	$ 1,955.30
1207-A-15M	4006	$	31.25	Monthly	$ 374.96
1207-A-10	20266	$	158.07	Monthly	$ 1,896.90
1207-A-09	16754	$	130.68	Monthly	$ 1,568.17
1207-C-10	15962	$	124.50	Monthly	$ 1,494.04
1207-C-07M	1237	$	9.65	Monthly	$ 115.78
1306-C-10	8173	$	63.75	Monthly	$ 764.99
1307-D-05	8198	$	63.94	Monthly	$ 767.33
1107-A-10M	2894	$	22.57	Monthly	$ 270.88
1107-A-05	16733	$	130.52	Monthly	$ 1,566.21
1107-C-10	29274	$	228.34	Monthly	$ 2,740.05
1107-C-05M	2314	$	18.05	Monthly	$ 216.59
1007-A-10M	2193	$	17.11	Monthly	$ 205.26
1007-A-005	23689	$	184.77	Monthly	$ 2,217.29
1007-C-05	19051	$	148.60	Monthly	$ 1,783.17
1007-C-10M	1975	$	15.41	Monthly	$ 184.86
1007-C-25M	1779	$	13.88	Monthly	$ 166.51
0907-A-10M	2808	$	21.90	Monthly	$ 262.83
0907-C-05	22558	$	175.95	Monthly	$ 2,111.43
0907-C-15M	1987	$	15.50	Monthly	$ 185.98
1207-A-20	33432	$	260.77	Monthly	$ 3,129.24
1307-C-05	8953	$	69.83	Monthly	$ 838.00
1307-C-25M	7697	$	60.04	Monthly	$ 720.44
1207-B-10M	17202	$	134.18	Monthly	$ 1,610.11
1207-B-15	26481	$	206.55	Monthly	$ 2,478.62
1307-D-10	8139	$	63.48	Monthly	$ 761.81
1306-C-05	9437	$	73.61	Monthly	$ 883.30
1207-B-40M	21260	$	165.83	Monthly	$ 1,989.94
1206-A-05M	13356	$	104.18	Monthly	$ 1,250.12
1207-B-20	7620	$	59.44	Monthly	$ 713.23
1207-D-05	8377	$	65.34	Monthly	$ 784.09
1206-A-05	451	$	3.52	Monthly	$ 42.21
1206-C-005	1548	$	12.07	Monthly	$ 144.89
1207-C-25	3499	$	27.29	Monthly	$ 327.51
1207-C-20	4859	$	37.90	Monthly	$ 454.80
1206-C-15M	689	$	5.37	Monthly	$ 64.49
1206-A-15	44523	$	347.28	Monthly	$ 4,167.35
1206-D-10	3264	$	25.46	Monthly	$ 305.51
1206-D-05	95826	$	747.44	Monthly	$ 8,969.31
1106-D-10M	1073	$	8.37	Monthly	$ 100.43
1107-B-05	6998	$	54.58	Monthly	$ 655.01
1107-B-15	19112	$	149.07	Monthly	$ 1,788.88
1106-A-05M	5007	$	39.05	Monthly	$ 468.66
1106-C-10M	16448	$	128.29	Monthly	$ 1,539.53
1106-B-05	6995	$	54.56	Monthly	$ 654.73
1106-C-15	10368	$	80.87	Monthly	$ 970.44
1107-C-15	8066	$	62.91	Monthly	$ 754.98
1007-A-25	9311	$	72.63	Monthly	$ 871.51
1107-D-10	8306	$	64.79	Monthly	$ 777.44
1007-B-10	31281	$	243.99	Monthly	$ 2,927.90
1107-D-15M	2457	$	19.16	Monthly	$ 229.98
1106-C-20M	2409	$	18.79	Monthly	$ 225.48
1006-A-15	5295	$	41.30	Monthly	$ 495.61
1006-A-30	17880	$	139.46	Monthly	$ 1,673.57
1006-B-05	10462	$	81.60	Monthly	$ 979.24
1007-A-20	7510	$	58.58	Monthly	$ 702.94
1007-B-15	19884	$	155.10	Monthly	$ 1,861.14
1006-A-10M	9965	$	77.73	Monthly	$ 932.72
1006-A-05	13190	$	102.88	Monthly	$ 1,234.58
1007-C-20	27286	$	212.83	Monthly	$ 2,553.97
1007-C-15	15567	$	121.42	Monthly	$ 1,457.07
1007-D-35	3491	$	27.23	Monthly	$ 326.76

1007-D-05	5640	$ 43.99	Monthly	$ 527.90
1007-D-10	10666	$ 83.19	Monthly	$ 998.34
1007-D-20	12880	$ 100.46	Monthly	$ 1,205.57
1007-D-30M	2228	$ 17.38	Monthly	$ 208.54
1006-C-05M	14514	$ 113.21	Monthly	$ 1,358.51
1006-C-10	13296	$ 103.71	Monthly	$ 1,244.51
1006-C-25	17621	$ 137.44	Monthly	$ 1,649.33
1006-C-20	5810	$ 45.32	Monthly	$ 543.82
1006-D-05	5625	$ 43.88	Monthly	$ 526.50
1006-D-15	10266	$ 80.07	Monthly	$ 960.90
1005-C-05	10524	$ 82.09	Monthly	$ 985.05
1005-C-20	10548	$ 82.27	Monthly	$ 987.29
1005-C-15	3813	$ 29.74	Monthly	$ 356.90
1005-D-05	8990	$ 70.12	Monthly	$ 841.46
1005-D-20	5467	$ 42.64	Monthly	$ 511.71
0907-A-15	15215	$ 118.68	Monthly	$ 1,424.12
0907-B-05	18421	$ 143.68	Monthly	$ 1,724.21
1007-D-40M	17246	$ 134.52	Monthly	$ 1,614.23
1006-C-30M	16275	$ 126.95	Monthly	$ 1,523.34
0906-A-10	8176	$ 63.77	Monthly	$ 765.27
1006-D-20M	8159	$ 63.64	Monthly	$ 763.68
1005-C-25M	838	$ 6.54	Monthly	$ 78.44
0906-B-10	7263	$ 56.65	Monthly	$ 679.82
0906-B-15	3555	$ 27.73	Monthly	$ 332.75
0905-A-10M	870	$ 6.79	Monthly	$ 81.43
0905-A-20	6757	$ 52.70	Monthly	$ 632.46
0905-A-25	13663	$ 106.57	Monthly	$ 1,278.86
0905-B-10	8549	$ 66.68	Monthly	$ 800.19
0905-B-05	15871	$ 123.79	Monthly	$ 1,485.53
0906-A-05M	10923	$ 85.20	Monthly	$ 1,022.39
0907-B-10	11450	$ 89.31	Monthly	$ 1,071.72
0906-B-05	26716	$ 208.38	Monthly	$ 2,500.62
0906-B-35	6992	$ 54.54	Monthly	$ 654.45
0906-B-25	326	$ 2.54	Monthly	$ 30.51
0905-A-30	6735	$ 52.53	Monthly	$ 630.40
0907-C-15	34430	$ 268.55	Monthly	$ 3,222.65
0907-C-20	8404	$ 65.55	Monthly	$ 786.61
0907-D-01	67773	$ 528.63	Monthly	$ 6,343.55
0906-C-05	5005	$ 39.04	Monthly	$ 468.47
0906-C-10	11331	$ 88.38	Monthly	$ 1,060.58
0905-C-10	11065	$ 86.31	Monthly	$ 1,035.68
0906-D-05	2264	$ 17.66	Monthly	$ 211.91
0905-C-05M	1146	$ 8.94	Monthly	$ 107.27
0905-D-10M	2027	$ 15.81	Monthly	$ 189.73
0906-C-15	4266	$ 33.27	Monthly	$ 399.30
0906-D-15	16039	$ 125.10	Monthly	$ 1,501.25
0905-C-15	4076	$ 31.79	Monthly	$ 381.51
0906-D-10M	967	$ 7.54	Monthly	$ 90.51
0905-C-25M	1027	$ 8.01	Monthly	$ 96.13
1507-A-05M	18871	$ 147.19	Monthly	$ 1,766.33
1507-A-15M	4610	$ 35.96	Monthly	$ 431.50
1507-C-10M	25999	$ 202.79	Monthly	$ 2,433.51
0906-C-25M	2998	$ 23.38	Monthly	$ 280.61
0906-C-20M	2285	$ 17.82	Monthly	$ 213.88
0907-D-05M	1090	$ 8.50	Monthly	$ 102.02
1409-C-25	17321	$ 135.10	Monthly	$ 1,621.25
1508-A-05M	15956	$ 124.46	Monthly	$ 1,493.48
1508-A-07M	8930	$ 69.65	Monthly	$ 835.85
1406-D-15M	15202	$ 118.58	Monthly	$ 1,422.91
1708-A-05	59968	$ 467.75	Monthly	$ 5,613.00
1708-A-07	17525	$ 136.70	Monthly	$ 1,640.34
1708-B-03	18804	$ 146.67	Monthly	$ 1,760.05

1708-B-05	17564	$ 137.00	Monthly	$ 1,643.99
1708-B-07	30368	$ 236.87	Monthly	$ 2,842.44

Extra Work Rates			
Task	**Unit Type**	**Rate Type**	**Cost**
Storm Related After Hours	3-Man Crew	Hourly	$350.00
Tree Pruning	Per Tree or Houry rate	Unit Cost	$110.00 - $290.00

City of Glendale
Solicitation Number: RFP 26-31 / 42600037
LANDSCAPING SERVICES FOR RIGHT-OF-WAY

South Developed

Regular Routine Work

Task	Area Type	Frequency	Notes
Site Inspection	All Areas	Weekly	Signs of irrigation leaks, plant and tree health, vandalism, etc.
Weed Abatement	All Areas	Weekly or as needed	No bigger than 3", no more than 10% coverage
Pre-Emergent	All Areas	One to Two times a year	Herbicide and Rates Must be approved by ROW contract monitor
Trash/Litter/Debris/Tires etc.	All Areas	Weekly	Remove all foreign objects from contracted areas.
Blowing/Raking/Sweeping	All Areas	As needed	No blowing on high pollution days
Prune Shrubs	All Areas	Monthly/As needed	Sight triangles must be followed.
Rejuvenation Cuts (Shrubs Only)	All Areas	Once per year or as needed	Scheduled by ROW contract monitor
Visual Irrigation Inspection & Repair	All Areas	Weekly	Contractor responsible for everything after the valve: " Lateral lines, emitters, etc.".
Tree Clearance/water sprouts/suckers	Road signs, sidewalks, walkways	As needed	Maintain 13' above pavement, and concrete vehicular travel lanes, 8' above sidewalks/ Suckers and Waters Sprouts 8' from the ground.

AREA ID	APPROX_ SQ_FT	Total Monthly Cost Per Site	Billing Frequency	Total Annual Cost Per Site (C X 12)
0711-C-30	22941	$ 176.65	Monthly	$ 2,119.75
0711-C-35M	4775	$ 36.77	Monthly	$ 441.21
0711-C-15M	5329	$ 41.03	Monthly	$ 492.40
0611-A-10	45987	$ 354.10	Monthly	$ 4,249.20
0811-C-05	13628	$ 104.94	Monthly	$ 1,259.23
0511-C-15	45206	$ 348.09	Monthly	$ 4,177.03
0511-C-10M	7958	$ 61.28	Monthly	$ 735.32
0511-C-05	1165	$ 8.97	Monthly	$ 107.65
0505-D-05M	4105	$ 31.61	Monthly	$ 379.30
0713-D-05M	7076	$ 54.49	Monthly	$ 653.82
0505-C-05M	2680	$ 20.64	Monthly	$ 247.63
0708-B-15M	11792	$ 90.80	Monthly	$ 1,089.58
0708-B-10M	9940	$ 76.54	Monthly	$ 918.46
0611-A-01M	2224	$ 17.12	Monthly	$ 205.50
0610-B-25M	772	$ 5.94	Monthly	$ 71.33
0505-C-15M	995	$ 7.66	Monthly	$ 91.94
0505-C-10	10977	$ 84.52	Monthly	$ 1,014.27
0505-A-05	2567	$ 19.77	Monthly	$ 237.19
0505-B-20	12965	$ 99.83	Monthly	$ 1,197.97
0506-D-10M	2492	$ 19.19	Monthly	$ 230.26
0605-B-05	9731	$ 74.93	Monthly	$ 899.14
0605-A-10	15443	$ 118.91	Monthly	$ 1,426.93
0605-D-05M	1471	$ 11.33	Monthly	$ 135.92
0505-B-15	7006	$ 53.95	Monthly	$ 647.35

0707-D-65	13665	$	105.22	Monthly	$ 1,262.65
0606-A-15	1241	$	9.56	Monthly	$ 114.67
0706-C-25M	169	$	1.30	Monthly	$ 15.62
0506-D-05	30920	$	238.08	Monthly	$ 2,857.01
0506-C-05M	2422	$	18.65	Monthly	$ 223.79
0705-D-12M	1325	$	10.20	Monthly	$ 122.43
0705-D-10	17077	$	131.49	Monthly	$ 1,577.91
0705-C-05	9826	$	75.66	Monthly	$ 907.92
0605-C-25	2344	$	18.05	Monthly	$ 216.59
0706-C-05M	375	$	2.89	Monthly	$ 34.65
0707-D-60M	128	$	0.99	Monthly	$ 11.83
0606-B-05	10876	$	83.75	Monthly	$ 1,004.94
0805-D-25M	1126	$	8.67	Monthly	$ 104.04
0805-C-05M	1110	$	8.55	Monthly	$ 102.56
0805-D-15	17639	$	135.82	Monthly	$ 1,629.84
0506-C-10M	3599	$	27.71	Monthly	$ 332.55
0507-D-25M	2457	$	18.92	Monthly	$ 227.03
0506-C-15	23737	$	182.77	Monthly	$ 2,193.30
0506-C-20M	3057	$	23.54	Monthly	$ 282.47
0506-A-10M	2953	$	22.74	Monthly	$ 272.86
0506-A-15M	1729	$	13.31	Monthly	$ 159.76
0607-B-20	25487	$	196.25	Monthly	$ 2,355.00
0506-A-05	10017	$	77.13	Monthly	$ 925.57
0606-A-20M	1565	$	12.05	Monthly	$ 144.61
0606-A-10	7894	$	60.78	Monthly	$ 729.41
0606-A-05	1323	$	10.19	Monthly	$ 122.25
0606-C-15	1383	$	10.65	Monthly	$ 127.79
0806-D-25M	1168	$	8.99	Monthly	$ 107.92
0705-A-10M	1153	$	8.88	Monthly	$ 106.54
0606-C-10	2124	$	16.35	Monthly	$ 196.26
0606-C-05M	3204	$	24.67	Monthly	$ 296.05
0806-A-10	17804	$	137.09	Monthly	$ 1,645.09
0507-C-25M	1791	$	13.79	Monthly	$ 165.49
0507-C-20	5251	$	40.43	Monthly	$ 485.19
0507-C-05M	1776	$	13.68	Monthly	$ 164.10
0507-D-10	14997	$	115.48	Monthly	$ 1,385.72
0507-C-10	8912	$	68.62	Monthly	$ 823.47
0507-A-20M	1873	$	14.42	Monthly	$ 173.07
0607-C-20M	2463	$	18.97	Monthly	$ 227.58
0607-C-05M	2073	$	15.96	Monthly	$ 191.55
0607-A-15M	950	$	7.32	Monthly	$ 87.78
0707-C-30M	1857	$	14.30	Monthly	$ 171.59
0707-C-10M	666	$	5.13	Monthly	$ 61.54
0509-B-15	2892	$	22.27	Monthly	$ 267.22
0707-C-05	2077	$	15.99	Monthly	$ 191.91
0607-C-01	1145	$	8.82	Monthly	$ 105.80
0607-C-10	12773	$	98.35	Monthly	$ 1,180.23
0607-C-15	2754	$	21.21	Monthly	$ 254.47
0507-A-15	7555	$	58.17	Monthly	$ 698.08

0707-D-45	708	$	5.45	**Monthly**	$ 65.42
0706-D-10	15260	$	117.50	**Monthly**	$ 1,410.02
0706-B-20	53074	$	408.67	**Monthly**	$ 4,904.04
0507-B-20	16161	$	124.44	**Monthly**	$ 1,493.28
0607-D-05	15993	$	123.15	**Monthly**	$ 1,477.75
0607-B-25	523	$	4.03	**Monthly**	$ 48.33
0607-B-15	2048	$	15.77	**Monthly**	$ 189.24
0607-B-14	3011	$	23.18	**Monthly**	$ 278.22
0607-B-10	1966	$	15.14	**Monthly**	$ 181.66
0706-B-05	16043	$	123.53	**Monthly**	$ 1,482.37
0607-B-05	7612	$	58.61	**Monthly**	$ 703.35
0707-D-55	11277	$	86.83	**Monthly**	$ 1,041.99
0707-D-50	3889	$	29.95	**Monthly**	$ 359.34
0707-D-40	5496	$	42.32	**Monthly**	$ 507.83
0707-D-25	3596	$	27.69	**Monthly**	$ 332.27
0707-D-30	9585	$	73.80	**Monthly**	$ 885.65
0706-C-10	54143	$	416.90	**Monthly**	$ 5,002.81
0611-B-45M	2453	$	18.89	**Monthly**	$ 226.66
0711-C-25M	19795	$	152.42	**Monthly**	$ 1,829.06
0708-D-15	20609	$	158.69	**Monthly**	$ 1,904.27
0708-D-10	35652	$	274.52	**Monthly**	$ 3,294.24
0708-D-25M	23026	$	177.30	**Monthly**	$ 2,127.60
0608-D-15	702	$	5.41	**Monthly**	$ 64.86
0608-D-20M	2013	$	15.50	**Monthly**	$ 186.00
0508-D-05	11214	$	86.35	**Monthly**	$ 1,036.17
0508-D-10M	2073	$	15.96	**Monthly**	$ 191.55
0508-D-15	25183	$	193.91	**Monthly**	$ 2,326.91
0508-C-15	22872	$	176.11	**Monthly**	$ 2,113.37
0807-A-05M	2241	$	17.26	**Monthly**	$ 207.07
0807-A-15	22120	$	170.32	**Monthly**	$ 2,043.89
0808-B-25	4380	$	33.73	**Monthly**	$ 404.71
0807-A-30	3311	$	25.49	**Monthly**	$ 305.94
0807-A-20	13859	$	106.71	**Monthly**	$ 1,280.57
0807-A-25	6077	$	46.79	**Monthly**	$ 561.51
0806-A-05	4548	$	35.02	**Monthly**	$ 420.24
0806-B-05	10101	$	77.78	**Monthly**	$ 933.33
0805-A-15M	905	$	6.97	**Monthly**	$ 83.62
0805-A-20	4453	$	34.29	**Monthly**	$ 411.46
0805-B-10	8409	$	64.75	**Monthly**	$ 776.99
0805-B-20	13598	$	104.70	**Monthly**	$ 1,256.46
0805-D-10	25595	$	197.08	**Monthly**	$ 2,364.98
0807-B-15	2254	$	17.36	**Monthly**	$ 208.27
0807-D-10	12558	$	96.70	**Monthly**	$ 1,160.36
0807-D-30	5336	$	41.09	**Monthly**	$ 493.05
0807-D-25	5354	$	41.23	**Monthly**	$ 494.71
0806-B-15	10829	$	83.38	**Monthly**	$ 1,000.60
0806-B-20	15514	$	119.46	**Monthly**	$ 1,433.49
0805-A-10	8585	$	66.10	**Monthly**	$ 793.25
0806-D-15	17015	$	131.02	**Monthly**	$ 1,572.19

0806-D-20	10198	$	78.52	Monthly	$ 942.30
0805-A-30	16245	$	125.09	Monthly	$ 1,501.04
0805-C-15	30878	$	237.76	Monthly	$ 2,853.13
0805-C-20	21374	$	164.58	Monthly	$ 1,974.96
0805-C-10	10834	$	83.42	Monthly	$ 1,001.06
0805-D-05	11578	$	89.15	Monthly	$ 1,069.81
0708-D-05M	10537	$	81.13	Monthly	$ 973.62
0509-D-20	44680	$	344.04	Monthly	$ 4,128.43
0510-D-15	43030	$	331.33	Monthly	$ 3,975.97
0710-C-05M	21867	$	168.38	Monthly	$ 2,020.51
0709-C-10	7102	$	54.69	Monthly	$ 656.22
0709-C-20	20644	$	158.96	Monthly	$ 1,907.51
0709-D-10	8767	$	67.51	Monthly	$ 810.07
0708-C-05M	1484	$	11.43	Monthly	$ 137.12
0708-D-20	1614	$	12.43	Monthly	$ 149.13
0710-C-15M	20920	$	161.08	Monthly	$ 1,933.01
0710-D-15M	14210	$	109.42	Monthly	$ 1,313.00
0709-C-25M	22689	$	174.71	Monthly	$ 2,096.46
0709-D-17M	9325	$	71.80	Monthly	$ 861.63
0709-D-18M	2664	$	20.51	Monthly	$ 246.15
0709-D-19M	4536	$	34.93	Monthly	$ 419.13
0709-D-20M	710	$	5.47	Monthly	$ 65.60
0709-D-21M	4114	$	31.68	Monthly	$ 380.13
0610-B-10	3410	$	26.26	Monthly	$ 315.08
0609-A-30	7999	$	61.59	Monthly	$ 739.11
0609-A-05	11089	$	85.39	Monthly	$ 1,024.62
0609-B-10	27603	$	212.54	Monthly	$ 2,550.52
0609-B-15	4319	$	33.26	Monthly	$ 399.08
0609-B-30	10889	$	83.85	Monthly	$ 1,006.14
0609-B-05	32325	$	248.90	Monthly	$ 2,986.83
0608-A-25	25507	$	196.40	Monthly	$ 2,356.85
0608-A-05	24892	$	191.67	Monthly	$ 2,300.02
0608-A-15M	1663	$	12.81	Monthly	$ 153.66
0608-B-05	6033	$	46.45	Monthly	$ 557.45
0610-A-05M	26797	$	206.34	Monthly	$ 2,476.04
0608-D-10M	14037	$	108.08	Monthly	$ 1,297.02
0608-D-05	4388	$	33.79	Monthly	$ 405.45
0508-A-05	5641	$	43.44	Monthly	$ 521.23
0508-A-20	9781	$	75.31	Monthly	$ 903.76
0509-D-15	30489	$	234.77	Monthly	$ 2,817.18
0509-B-30	13497	$	103.93	Monthly	$ 1,247.12
0609-D-05	17246	$	132.79	Monthly	$ 1,593.53
0509-B-20	17606	$	135.57	Monthly	$ 1,626.79
0509-B-10	1324	$	10.19	Monthly	$ 122.34
0509-B-05	651	$	5.01	Monthly	$ 60.15
0509-A-20	37440	$	288.29	Monthly	$ 3,459.46
0509-A-25	15881	$	122.28	Monthly	$ 1,467.40
0509-A-30	25731	$	198.13	Monthly	$ 2,377.54
0509-C-05	64367	$	495.63	Monthly	$ 5,947.51

0509-C-10	40675	$	313.20	Monthly	$ 3,758.37
0509-C-15	36023	$	277.38	Monthly	$ 3,328.53
0610-D-05	17226	$	132.64	Monthly	$ 1,591.68
0610-B-20	14017	$	107.93	Monthly	$ 1,295.17
0610-C-05	19748	$	152.06	Monthly	$ 1,824.72
0610-A-10	13081	$	100.72	Monthly	$ 1,208.68
0509-A-05	7001	$	53.91	Monthly	$ 646.89
0505-A-15	154008	$	1,185.86	Monthly	$ 14,230.34
0611-A-45	25223	$	194.22	Monthly	$ 2,330.61
0611-C-10	36980	$	284.75	Monthly	$ 3,416.95
0711-D-05	7839	$	60.36	Monthly	$ 724.32
0613-B-10	129634	$	998.18	Monthly	$ 11,978.18
0805-C-07M	1292	$	9.95	Monthly	$ 119.38
0508-B-05	19807	$	152.51	Monthly	$ 1,830.17
0807-B-12M	1166	$	8.98	Monthly	$ 107.74
0610-C-10M	423	$	3.26	Monthly	$ 39.09
0709-D-25	3548	$	27.32	Monthly	$ 327.84
0706-D-01	1814	$	13.97	Monthly	$ 167.61
0706-D-01	14563	$	112.14	Monthly	$ 1,345.62
0707-D-02	49658	$	382.37	Monthly	$ 4,588.40
0606-A-01	50892	$	391.87	Monthly	$ 4,702.42
0607-B-01	50024	$	385.18	Monthly	$ 4,622.22
0707-D-01	75567	$	581.87	Monthly	$ 6,982.39
0706-C-01	66499	$	512.04	Monthly	$ 6,144.51
0706-C-01	45093	$	347.22	Monthly	$ 4,166.59
0706-C-01	31521	$	242.71	Monthly	$ 2,912.54
0606-A-02	64636	$	497.70	Monthly	$ 5,972.37
0606-B-01	46700	$	359.59	Monthly	$ 4,315.08
0706-B-15	30336	$	233.59	Monthly	$ 2,803.05
0711-D-10MB	17382	$	133.84	Monthly	$ 1,606.10
0711-D-10MA	5611	$	43.20	Monthly	$ 518.46
0506-D-10	3884	$	29.91	Monthly	$ 358.88
0608-B-05M	14290	$	110.03	Monthly	$ 1,320.40
0608-B-05M	10866	$	83.67	Monthly	$ 1,004.02
0611_A_1184	10427	$	80.29	Monthly	$ 963.45
0611_A_1185	7168	$	55.19	Monthly	$ 662.32
0708_A_1192	8508	$	65.51	Monthly	$ 786.14
0708_A_1193	6136	$	47.25	Monthly	$ 566.97

Extra Work Rates			
Task	**Unit Type**	**Rate Type**	**Cost**
Storm Related After Hours	3-Man Crew	Hourly	$350.00
Tree Pruning	Per Tree or Houry rate	Unit Cost	$110.00 - $290.00

City of Glendale
Solicitation Number: RFP 26-31 / 42600037
LANDSCAPING SERVICES FOR RIGHT-OF-WAY

North Undeveloped

Regular Routine Work

Task	Area Type	Frequency	Notes
Site Inspection	All Areas	Weekly	Signs of irrigation leaks, plant and tree health, vandalism, etc.
Weed Abatement	All Areas	Weekly or as needed	No bigger than 3", no more than 10% coverage
Pre-Emergent	All Areas	One to Two times a year	Herbicide and Rates Must be approved by ROW contract monitor
Trash/Litter/Debris/Tires	All Areas	Weekly	Remove all foreign objects from contracted areas.
Blowing/Raking/Sweeping	All Areas	As needed	No blowing on high pollution days

AREA ID	APPROX_ SQ_FT	Monthly Cost Per Site	Billing Frequency	Total Annual Cost Per Site (C X 12)
1005-D-15M	381	$ 1.33	Monthly	$ 16.00
1308-B-11	6779	$ 23.73	Monthly	$ 284.72
1006-B-10	4404	$ 15.41	Monthly	$ 184.97
1506-B-15	35333	$ 123.67	Monthly	$ 1,483.99
1506-D-15	2082	$ 7.29	Monthly	$ 87.44
1506-D-20	2035	$ 7.12	Monthly	$ 85.47
1506-D-25	27570	$ 96.50	Monthly	$ 1,157.94
1406-A-15	7125	$ 24.94	Monthly	$ 299.25
1406-A-20	76351	$ 267.23	Monthly	$ 3,206.74
1308-B-03	19125	$ 66.94	Monthly	$ 803.25
1708-D-10	6384	$ 22.34	Monthly	$ 268.13
1408-B-15	1059	$ 3.71	Monthly	$ 44.48
1408-B-20	3661	$ 12.81	Monthly	$ 153.76
1408-B-25	1428	$ 5.00	Monthly	$ 59.98
1407-A-20	3706	$ 12.97	Monthly	$ 155.65
1407-C-30	8679	$ 30.38	Monthly	$ 364.52
1407-B-08	6978	$ 24.42	Monthly	$ 293.08
1407-B-07	2504	$ 8.76	Monthly	$ 105.17
1407-C-25	1077	$ 3.77	Monthly	$ 45.23
1406-C-10	3750	$ 13.13	Monthly	$ 157.50
1308-D-04	10686	$ 37.40	Monthly	$ 448.81
1307-D-15M	617	$ 2.16	Monthly	$ 25.91

0907-A-05	13359	$	46.76	**Monthly**	$ 561.08
0907-C-13	1283	$	4.49	**Monthly**	$ 53.89
0907-C-10	552	$	1.93	**Monthly**	$ 23.18
0907-C-35	426	$	1.49	**Monthly**	$ 17.89
1207-A-25	15583	$	54.54	**Monthly**	$ 654.49
1207-B-05	21026	$	73.59	**Monthly**	$ 883.09
1206-A-10	62426	$	218.49	**Monthly**	$ 2,621.89
1207-B-25	12424	$	43.48	**Monthly**	$ 521.81
1207-B-35	14630	$	51.21	**Monthly**	$ 614.46
1207-B-30	6309	$	22.08	**Monthly**	$ 264.98
1107-B-10	35073	$	122.76	**Monthly**	$ 1,473.07
1206-C-15	19564	$	68.47	**Monthly**	$ 821.69
1106-B-10	45116	$	157.91	**Monthly**	$ 1,894.87
1107-B-20	1629	$	5.70	**Monthly**	$ 68.42
1107-D-05	34642	$	121.25	**Monthly**	$ 1,454.96
1106-C-05	52531	$	183.86	**Monthly**	$ 2,206.30
1106-B-15	4302	$	15.06	**Monthly**	$ 180.68
1007-A-30	3388	$	11.86	**Monthly**	$ 142.30
1007-B-05	3668	$	12.84	**Monthly**	$ 154.06
1006-A-20	2248	$	7.87	**Monthly**	$ 94.42
1007-B-20	15085	$	52.80	**Monthly**	$ 633.57
1006-A-25	10722	$	37.53	**Monthly**	$ 450.32
1005-A-01	903	$	3.16	**Monthly**	$ 37.93
1007-D-25	3561	$	12.46	**Monthly**	$ 149.56
1006-C-15	6636	$	23.23	**Monthly**	$ 278.71
1006-D-10	2680	$	9.38	**Monthly**	$ 112.56
1005-C-10	3457	$	12.10	**Monthly**	$ 145.19
0905-B-20	9109	$	31.88	**Monthly**	$ 382.58
0907-C-25	934	$	3.27	**Monthly**	$ 39.23
0907-C-30	626	$	2.19	**Monthly**	$ 26.29
0905-D-05	9760	$	34.16	**Monthly**	$ 409.92
0905-C-20	2639	$	9.24	**Monthly**	$ 110.84
1308-B-10	7177	$	25.12	**Monthly**	$ 301.43
1708-C-20	58260	$	203.91	**Monthly**	$ 2,446.92
1208-B-05	6709	$	23.48	**Monthly**	$ 281.78
0905-B-15	382	$	1.34	**Monthly**	$ 16.04
1207-A-05	13067	$	45.73	**Monthly**	$ 548.81
1206-A-20	152	$	0.53	**Monthly**	$ 6.38
1208-B-15	12657	$	44.30	**Monthly**	$ 531.59
1208-B-20	94690	$	331.42	**Monthly**	$ 3,976.98
1005-D-10	18500	$	64.75	**Monthly**	$ 777.00
1409-A-05	77161	$	270.06	**Monthly**	$ 3,240.76

1106-D-05	57703	$	201.96	**Monthly**	$ 2,423.53
0905-D-15	2434	$	8.52	**Monthly**	$ 102.23
1207-C-05	12833	$	44.92	**Monthly**	$ 538.99
1407-D-10	7132	$	24.96	**Monthly**	$ 299.54
0906-B-30	0	$	1.00	**Monthly**	$ 12.00
0906-B-30	3020	$	10.57	**Monthly**	$ 126.84
0906-B-30	14189	$	49.66	**Monthly**	$ 595.94
0906-B-30	2652	$	9.28	**Monthly**	$ 111.38
0906-B-30	3732	$	13.06	**Monthly**	$ 156.74
0906-B-30	2906	$	10.17	**Monthly**	$ 122.05

City of Glendale
Solicitation Number: RFP 26-31 / 42600037
LANDSCAPING SERVICES FOR RIGHT-OF-WAY

South Undeveloped

Regular Routine Work

Task	Area Type	Frequency	Notes
Site Inspection	All Areas	Weekly	Signs of irrigation leaks, plant and tree health, vandalism, etc.
Weed Abatement	All Areas	Weekly or as needed	No bigger than 3", no more than 10% coverage
Pre-Emergent	All Areas	One to Two times a year	Herbicide and Rates Must be approved by ROW contract monitor
Trash/Litter/Debris/Tires	All Areas	Weekly	Remove all foreign objects from contracted areas.
Blowing/Raking/Sweeping	All Areas	As needed	No blowing on high pollution days

AREA ID	APPROX_ SQ_FT	Monthly Cost Per Siteq	Billing Frequency	Total Annual Cost Per Site (C X 12)
0505-D-15	24409	$ 85.43	Monthly	$ 1,025.18
0509-D-10	3775	$ 13.21	Monthly	$ 158.55
0613-A-05	62323	$ 218.13	Monthly	$ 2,617.57
0505-A-10	1167	$ 4.08	Monthly	$ 49.01
0505-B-10	518	$ 1.81	Monthly	$ 21.76
0505-B-07	447	$ 1.56	Monthly	$ 18.77
0505-B-05	416	$ 1.46	Monthly	$ 17.47
0605-A-05	1648	$ 5.77	Monthly	$ 69.22
0605-C-10	4689	$ 16.41	Monthly	$ 196.94
0605-C-03	39386	$ 137.85	Monthly	$ 1,654.21
0506-D-15	38250	$ 133.88	Monthly	$ 1,606.50
0605-A-30	12976	$ 45.42	Monthly	$ 544.99
0605-A-20	7040	$ 24.64	Monthly	$ 295.68
0605-B-15	988	$ 3.46	Monthly	$ 41.50
0605-B-25	8402	$ 29.41	Monthly	$ 352.88
0705-B-20	3624	$ 12.68	Monthly	$ 152.21
0805-D-20	99	$ 0.35	Monthly	$ 4.16
0705-C-10	1246	$ 4.36	Monthly	$ 52.33
0705-D-05	1068	$ 3.74	Monthly	$ 44.86
0705-A-25	737	$ 2.58	Monthly	$ 30.95
0705-A-15M	3970	$ 13.90	Monthly	$ 166.74
0705-A-05	1793	$ 6.28	Monthly	$ 75.31
0606-B-20	5446	$ 19.06	Monthly	$ 228.73
0606-B-25	9043	$ 31.65	Monthly	$ 379.81
0606-A-20	20325	$ 71.14	Monthly	$ 853.65
0606-C-20	5580	$ 19.53	Monthly	$ 234.36
0713-B-05	35528	$ 124.35	Monthly	$ 1,492.18
0612-A-05	21984	$ 76.94	Monthly	$ 923.33

0507-C-30	2107	$	7.37	Monthly	$ 88.49
0507-C-15	7159	$	25.06	Monthly	$ 300.68
0507-D-20	6261	$	21.91	Monthly	$ 262.96
0707-A-10	14293	$	50.03	Monthly	$ 600.31
0707-C-20	80343	$	281.20	Monthly	$ 3,374.41
0707-C-15	7408	$	25.93	Monthly	$ 311.14
0707-B-15	6883	$	24.09	Monthly	$ 289.09
0707-C-25	3876	$	13.57	Monthly	$ 162.79
0507-B-15	24657	$	86.30	Monthly	$ 1,035.59
0507-B-10	21484	$	75.19	Monthly	$ 902.33
0706-D-05	1980	$	6.93	Monthly	$ 83.16
0707-D-10	9180	$	32.13	Monthly	$ 385.56
0707-D-15	18590	$	65.07	Monthly	$ 780.78
0707-D-35	12439	$	43.54	Monthly	$ 522.44
0712-D-10	31068	$	108.74	Monthly	$ 1,304.86
0612-B-05	36110	$	126.39	Monthly	$ 1,516.62
0715-A-05	7386	$	25.85	Monthly	$ 310.21
0716-B-05	65733	$	230.07	Monthly	$ 2,760.79
0716-D-05	200	$	0.70	Monthly	$ 8.40
0716-D-10	3896	$	13.64	Monthly	$ 163.63
0715-C-15	3038	$	10.63	Monthly	$ 127.60
0715-C-10	490	$	1.72	Monthly	$ 20.58
0715-C-05	10169	$	35.59	Monthly	$ 427.10
0808-B-20	16124	$	56.43	Monthly	$ 677.21
0808-B-30	52022	$	182.08	Monthly	$ 2,184.92
0808-B-30M	10865	$	38.03	Monthly	$ 456.33
0807-B-10	5800	$	20.30	Monthly	$ 243.60
0806-B-10	1093	$	3.83	Monthly	$ 45.91
0805-A-25	15153	$	53.04	Monthly	$ 636.43
0805-B-15	4840	$	16.94	Monthly	$ 203.28
0805-B-05	20285	$	71.00	Monthly	$ 851.97
0807-D-05	8638	$	30.23	Monthly	$ 362.80
0806-C-10	1420	$	4.97	Monthly	$ 59.64
0806-C-05	686	$	2.40	Monthly	$ 28.81
0805-A-35	1454	$	5.09	Monthly	$ 61.07
0708-D-30	3795	$	13.28	Monthly	$ 159.39
0508-C-20	1589	$	5.56	Monthly	$ 66.74
0508-C-25	12783	$	44.74	Monthly	$ 536.89
0710-A-05M	9007	$	31.52	Monthly	$ 378.29
0709-D-05	10659	$	37.31	Monthly	$ 447.68
0708-C-10	16976	$	59.42	Monthly	$ 712.99
0708-C-30M	25114	$	87.90	Monthly	$ 1,054.79
0610-A-20	23897	$	83.64	Monthly	$ 1,003.67
0609-A-10	5675	$	19.86	Monthly	$ 238.35
0609-A-15	3494	$	12.23	Monthly	$ 146.75
0608-A-30	1463	$	5.12	Monthly	$ 61.45

0608-C-15	45969	$	160.89	Monthly	$ 1,930.70
0508-B-15M	8877	$	31.07	Monthly	$ 372.83
0508-C-10	3133	$	10.97	Monthly	$ 131.59
0808-B-15	3494	$	12.23	Monthly	$ 146.75
0807-C-05	43798	$	153.29	Monthly	$ 1,839.52
0707-A-25	11184	$	39.14	Monthly	$ 469.73
0707-B-10	10179	$	35.63	Monthly	$ 427.52
0705-A-20	1320	$	4.62	Monthly	$ 55.44
0708-C-15	9938	$	34.78	Monthly	$ 417.40
0708-A-20	13474	$	47.16	Monthly	$ 565.91
0708-C-20	13717	$	48.01	Monthly	$ 576.11
0708-A-05	3448	$	12.07	Monthly	$ 144.82
0708-A-10	18470	$	64.65	Monthly	$ 775.74
0709-D-20	8235	$	28.82	Monthly	$ 345.87
0709-B-10	34652	$	121.28	Monthly	$ 1,455.38
0711-B-10	82923	$	290.23	Monthly	$ 3,482.77
0711-A-15	8550	$	29.93	Monthly	$ 359.10
0711-C-20	8373	$	29.31	Monthly	$ 351.67
0710-A-20	17726	$	62.04	Monthly	$ 744.49
0708-A-15	31366	$	109.78	Monthly	$ 1,317.37
0708-B-20	46507	$	162.77	Monthly	$ 1,953.29
0609-A-35	47805	$	167.32	Monthly	$ 2,007.81
0610-A-15	17010	$	59.54	Monthly	$ 714.42
0611-D-17	65144	$	228.00	Monthly	$ 2,736.05
0610-B-15	12794	$	44.78	Monthly	$ 537.35
0611-C-45	34511	$	120.79	Monthly	$ 1,449.46
0511-C-25	1735	$	6.07	Monthly	$ 72.87
0712-B-05	42029	$	147.10	Monthly	$ 1,765.22
0711-A-05	115655	$	404.79	Monthly	$ 4,857.51
0711-C-10	19189	$	67.16	Monthly	$ 805.94
0612-B-10	31765	$	111.18	Monthly	$ 1,334.13
0611-A-05	45536	$	159.38	Monthly	$ 1,912.51
0612-D-05	41943	$	146.80	Monthly	$ 1,761.61
0611-C-05	49259	$	172.41	Monthly	$ 2,068.88
0707-B-05	27978	$	97.92	Monthly	$ 1,175.08
0707-D-20	2185	$	7.65	Monthly	$ 91.77
0608-D-35	676	$	2.37	Monthly	$ 28.39
0508-C-05	13181	$	46.13	Monthly	$ 553.60
0507-B-05	100	$	0.35	Monthly	$ 4.20
0806-C-15	254	$	0.89	Monthly	$ 10.67
0608-C-10	13560	$	47.46	Monthly	$ 569.52
0509-A-35	3188	$	11.16	Monthly	$ 133.90
0616-A-05	8684	$	30.39	Monthly	$ 364.73
0616-B-05	32851	$	114.98	Monthly	$ 1,379.74
0614-A-05	20744	$	72.60	Monthly	$ 871.25
0614-B-05	98837	$	345.93	Monthly	$ 4,151.15

0506-A-35	9496	$	33.24	**Monthly**	$ 398.83
0714-A-05	16417	$	57.46	**Monthly**	$ 689.51
0716-D-15	39445	$	138.06	**Monthly**	$ 1,656.69
0716-A-05	10660	$	37.31	**Monthly**	$ 447.72
0615-B-05	41606	$	145.62	**Monthly**	$ 1,747.45
0615-A-05	46131	$	161.46	**Monthly**	$ 1,937.50
0706_A_997	2562	$	8.97	**Monthly**	$ 107.60
0607_A_999	2071	$	7.25	**Monthly**	$ 86.98
0607_A_1000	654	$	2.29	**Monthly**	$ 27.47
0607_A_1001	165	$	0.58	**Monthly**	$ 6.93
0607_A_1002	3467	$	12.13	**Monthly**	$ 145.61
0605_A_1003	4878	$	17.07	**Monthly**	$ 204.88
0509-C-25	17781	$	62.23	**Monthly**	$ 746.80
0605-D-10	6182	$	21.64	**Monthly**	$ 259.64
0807-B-05	8772	$	30.70	**Monthly**	$ 368.42
0511-A-05	7003	$	24.51	**Monthly**	$ 294.13
0715-B-05	20520	$	71.82	**Monthly**	$ 861.84
0709-A-05	14391	$	50.37	**Monthly**	$ 604.42
0710-B-05	36090	$	126.32	**Monthly**	$ 1,515.78
0710-B-10	20549	$	71.92	**Monthly**	$ 863.06
0711-B-07	14583	$	51.04	**Monthly**	$ 612.49
0510-D-05	21671	$	75.85	**Monthly**	$ 910.18
0710-D-05	3600	$	12.60	**Monthly**	$ 151.20
0712-D-05	13639	$	47.74	**Monthly**	$ 572.84
0807-D-20	580	$	2.03	**Monthly**	$ 24.36
0808-B-05	1469	$	5.14	**Monthly**	$ 61.70
0711-B-05	10698	$	37.44	**Monthly**	$ 449.32

City of Glendale
Solicitation Number: RFP 26-31 / 42600037
LANDSCAPING SERVICES FOR RIGHT-OF-WAY

Downtown

Regular Routine Work

Task	Area Type	Frequency	Notes
Site Inspection	All Areas	Weekly	Signs of irrigation leaks, plant and tree health, vandalism, etc.
Weed Abatement	All Areas	Weekly or as needed	No bigger than 3", no more than 10% coverage
Pre-Emergent	All Areas	One to Two times a year	Herbicide and Rates Must be approved by ROW contract monitor
Trash/Litter/Debris/Tires etc.	All Areas	Weekly	Remove all foreign objects from contracted areas. Will be required after special events.
Blowing/Raking/Sweeping	All Areas	As needed	No blowing on high pollution days
Prune Shrubs	All Areas	Monthly/As needed	Sight triangles must be followed.
Rejuvenation Cuts (Shrubs Only)	All Areas	Once per year or as needed	Scheduled by ROW contract monitor
Visual Irrigation Inspection & Repair	All Areas	Weekly	Contractor responsible for everything after the valve: " Lateral lines, emitters, etc.".
Tree Clearance/water sprouts/suckers	Road signs, sidewalks, walkways	As needed	Maintain 13' above pavement, and concrete vehicular travel lanes, 8' above sidewalks/ Suckers and Waters Sprouts 8' from the ground.

AREA ID	APPROX_SQ_FT	Monthly Cost Per Site	Billing Frequence	Total Annual Cost Per Site (C X 12)
0606-A-05A	7308	$ 61.24	Monthly	$ 734.89
606-A-10A	8872	$ 74.35	Monthly	$ 892.17
0706-C-60A	7945	$ 66.58	Monthly	$ 798.95
0706-C-55A	7915	$ 66.33	Monthly	$ 795.93
0706-C-30A	7562	$ 63.37	Monthly	$ 760.43
0706-C-25A	7304	$ 61.21	Monthly	$ 734.49
0706-C-20A	6963	$ 58.35	Monthly	$ 700.20
0706-C-15A	7262	$ 60.86	Monthly	$ 730.27
0706_A_1168	10507	$ 88.05	Monthly	$ 1,056.58
0706_A_1169	5709	$ 47.84	Monthly	$ 574.10
0706_A_1170	5345	$ 44.79	Monthly	$ 537.49
0706_A_1171	27798	$ 232.95	Monthly	$ 2,795.37
0706_A_1172	28587	$ 239.56	Monthly	$ 2,874.71
0606_A_1173	35003	$ 293.33	Monthly	$ 3,519.90
0606_A_1174	40274	$ 337.50	Monthly	$ 4,049.95
0706_A_1175	14448	$ 121.07	Monthly	$ 1,452.89
0606_A_1176	18411	$ 154.28	Monthly	$ 1,851.41
0706_A_1177	3519	$ 29.49	Monthly	$ 353.87
0606_A_1178	3507	$ 29.39	Monthly	$ 352.66
0606_A_1179	4882	$ 40.91	Monthly	$ 490.93
0706_A_1180	4521	$ 37.89	Monthly	$ 454.63
0606_A_1181	2633	$ 22.06	Monthly	$ 264.77
0606_A_1182	8698	$ 72.89	Monthly	$ 874.67
0606_A_1183	4526	$ 37.93	Monthly	$ 455.13

Seasonal & Area-Specific Tasks

Task	Area Type	Location	Frequency	Cost
Tree Pruning	All Areas	Refer to ROW dashboard for tree locations	As needed, min. 1x/year.	$110.00 - $290.00

Extra Work Rates

Task	Unit Type	Rate Type	Cost
Pressure Washing	Per Hour	Unit Cost	$45.00
Tree Planting	15 Gallon	Unit Cost	$205.00
Tree Planting	24" Box	Unit Cost	$350.00
Tree Planting	36" Box	Unit Cost	$900.00

Shrub Planting	5 Gallon	Unit Cost	$45.00
Storm Related After Hours	3-Man Crew	Hourly	$350.00

City of Glendale
Solicitation Number: RFP 26-31 / 42600037
LANDSCAPING SERVICES FOR RIGHT-OF-WAY

State Route 101 (Loop 101/Beardsley)

Regular Routine Work

Task	Area Type	Frequency	Notes
Site Inspection	All Areas	Weekly	Signs of irrigation leaks, plant and tree health, vandalism, etc.
Weed Abatement	All Areas	Weekly or as needed	No bigger than 3", no more than 10% coverage
Pre-Emergent	All Areas	One to Two times a year	Herbicide and Rates Must be approved by ROW contract monitor
Trash/Litter/Debris/Tires etc.	All Areas	Weekly	Remove all foreign objects from contracted areas.
Blowing/Raking/Sweeping	All Areas	As needed	No blowing on high pollution days
Prune Shrubs	All Areas	Monthly/As needed	Sight triangles must be followed.
Rejuvenation Cuts (Shrubs Only)	All Areas	Once per year or as needed	Scheduled by ROW contract monitor
Visual Irrigation Inspection & Repair	All Areas	Weekly	Contractor responsible for everything after the valve: " Lateral lines, emitters, etc.".
Tree Clearance/water sprouts/suckers	Road signs, sidewalks, walkways	As needed	Maintain 13' above pavement, and concrete vehicular travel lanes, 8' above sidewalks/ Suckers and Waters Sprouts 8' from the ground.

AREA ID	APPROX_ SQ_FT	Monthly Cost Per Site	Billing Frequency	Total Annual Cost Per Site (C X 12)
SR101N-M03	13211	$ 103.05	Monthly	$ 1,236.55
SR101S-S03	139754	$ 1,090.08	Monthly	$ 13,080.97
SR101S-M03	17160	$ 133.85	Monthly	$ 1,606.18
SR101N-N02	270394	$ 2,109.07	Monthly	$ 25,308.88
SR101S-S02	107533	$ 838.76	Monthly	$ 10,065.09
SR101S-S01	203683	$ 1,588.73	Monthly	$ 19,064.73
SR101N-N01	219926	$ 1,715.42	Monthly	$ 20,585.07
SR101N-M01	131582	$ 1,026.34	Monthly	$ 12,316.08
SR101S-M02	49699	$ 387.65	Monthly	$ 4,651.83
SR101S-M01	68213	$ 532.06	Monthly	$ 6,384.74
SR101N-M02	73023	$ 569.58	Monthly	$ 6,834.95
SR101N-NO4	25537	$ 199.19	Monthly	$ 2,390.26
SRS101-M00	4441	$ 34.64	Monthly	$ 415.68

Seasonal & Area-Specific Tasks

Task	Area Type	Location	Frequency	Cost
Tree Pruning	All Areas	Refer to ROW dashboard for tree locations	As needed, min. 1x/year.	$110.00 - $290.00

Extra Work Rates

Task	Unit Type	Rate Type	Cost
Tree Planting	15 Gallon	Unit Cost	$205.00
Tree Planting	24" Box	Unit Cost	$350.00
Tree Planting	36" Box	Unit Cost	$900.00
Shrub Planting	5 Gallon	Unit Cost	$45.00
Storm Related After Hours	3-Man Crew	Hourly	$350.00

City of Glendale
Solicitation Number: RFP 26-31 / 42600037
LANDSCAPING SERVICES FOR RIGHT-OF-WAY

Alleys

Regular Routine Work

Task	Area Type	Frequency	Notes
Site Inspection	All Areas	Quartertly	Signs of irrigation leaks, plant and tree health, vandalism, etc.
Weed Abatement	All Areas	Quarterly	No bigger than 3", no more than 10% coverage
Pre-Emergent	All Areas	One to Two times a year	Herbicide and Rates Must be approved by ROW contract monitor
Trash/Litter/Debris/Tires	All Areas	Quarterly	Remove all foreign objects from contracted areas. No illegal dumping piles (Separate)
Blowing/Raking/Sweeping	All Areas	Quarterly	No blowing on high pollution days
Tree Clearance	Road signs, sidewalks, walkways	Quarterly	Maintain 13' above pavement, and concrete vehicular travel lanes, 8' above sidewalks/ Suckers and Waters Sprouts 8' from the ground.
Prune Shrubs	All Areas	Quarterly	Sight triangles must be followed.

AREA ID	APPROX_ SQ_FT	Monthly Cost Per Site	Billing Frequency	Total Annual Cost Per Site (C X 12)
0507-D-05A	17499	$ 92.74	Monthly	$ 1,112.94
0507-D-15A	13170	$ 69.80	Monthly	$ 837.61
0507-D-10A	24370	$ 129.16	Monthly	$ 1,549.93
0507-C-05A	15179	$ 80.45	Monthly	$ 965.38
0605-C-15A	22871	$ 121.22	Monthly	$ 1,454.60
0605-B-05A	6204	$ 32.88	Monthly	$ 394.57
0607-C-05A	25364	$ 134.43	Monthly	$ 1,613.15
0607-A-30A	8718	$ 46.21	Monthly	$ 554.46
0605-B-10A	6255	$ 33.15	Monthly	$ 397.82
0705-A-05A	29586	$ 156.81	Monthly	$ 1,881.67
0705-B-05A	8171	$ 43.31	Monthly	$ 519.68
0705-C-05A	7379	$ 39.11	Monthly	$ 469.30
0705-C-10A	17981	$ 95.30	Monthly	$ 1,143.59
0705-C-15A	6056	$ 32.10	Monthly	$ 385.16
0705-D-05A	8728	$ 46.26	Monthly	$ 555.10
0507-D-10A	3561	$ 18.87	Monthly	$ 226.48
0706-C-80A	4415	$ 23.40	Monthly	$ 280.79
0805-D-05A	23083	$ 122.34	Monthly	$ 1,468.08
0805-C-10A	26210	$ 138.91	Monthly	$ 1,666.96
0805-C-05A	4641	$ 24.60	Monthly	$ 295.17
0807-B-05A	20874	$ 110.63	Monthly	$ 1,327.59
0807-D-05A	23174	$ 122.82	Monthly	$ 1,473.87
0905-D-05A	12186	$ 64.59	Monthly	$ 775.03
0507-A-10A	16515	$ 87.53	Monthly	$ 1,050.35
0507-A-05A	26967	$ 142.93	Monthly	$ 1,715.10
0605-C-10A	13427	$ 71.16	Monthly	$ 853.96
0605-C-05A	12840	$ 68.05	Monthly	$ 816.62
0605-A-50A	18176	$ 96.33	Monthly	$ 1,155.99
0605-A-45A	19719	$ 104.51	Monthly	$ 1,254.13
0605-A-40A	20325	$ 107.72	Monthly	$ 1,292.67
0605-A-35A	19478	$ 103.23	Monthly	$ 1,238.80
0605-A-20A	18014	$ 95.47	Monthly	$ 1,145.69
0605-A-30A	26733	$ 141.68	Monthly	$ 1,700.22
0605-A-15A	18257	$ 96.76	Monthly	$ 1,161.15
0605-A-10A	18201	$ 96.47	Monthly	$ 1,157.58

0605-A-05A	22887	$	121.30	Monthly	$ 1,455.61
0605-A-25A	10146	$	53.77	Monthly	$ 645.29
0605-D-10A	6429	$	34.07	Monthly	$ 408.88
0605-D-05A	8770	$	46.48	Monthly	$ 557.77
0606-B-70A	11984	$	63.52	Monthly	$ 762.18
0606-B-65A	8541	$	45.27	Monthly	$ 543.21
0606-B-60A	9601	$	50.89	Monthly	$ 610.62
0606-B-55A	11160	$	59.15	Monthly	$ 709.78
0606-B-50A	12507	$	66.29	Monthly	$ 795.45
0606-B-45A	11898	$	63.06	Monthly	$ 756.71
0606-B-40A	11745	$	62.25	Monthly	$ 746.98
0606-B-35A	11899	$	63.06	Monthly	$ 756.78
0606-B-30A	12146	$	64.37	Monthly	$ 772.49
0606-B-20A	13695	$	72.58	Monthly	$ 871.00
0606-B-25A	13120	$	69.54	Monthly	$ 834.43
0606-B-15A	12496	$	66.23	Monthly	$ 794.75
0606-A-30A	10109	$	53.58	Monthly	$ 642.93
0606-A-45A	13224	$	70.09	Monthly	$ 841.05
0606-A-40A	12592	$	66.74	Monthly	$ 800.85
0606-A-35A	12162	$	64.46	Monthly	$ 773.50
0606-B-10A	11993	$	63.56	Monthly	$ 762.75
0606-B-05A	12049	$	63.86	Monthly	$ 766.32
0606-A-25A	11487	$	60.88	Monthly	$ 730.57
0606-A-20A	10945	$	58.01	Monthly	$ 696.10
0606-A-15A	11209	$	59.41	Monthly	$ 712.89
0606-A-70A	10693	$	56.67	Monthly	$ 680.07
0606-A-65A	12294	$	65.16	Monthly	$ 781.90
0606-A-60A	12132	$	64.30	Monthly	$ 771.60
0606-A-55A	5364	$	28.43	Monthly	$ 341.15
0606-A-50A	11027	$	58.44	Monthly	$ 701.32
0607-A-25A	7012	$	37.16	Monthly	$ 445.96
0607-A-20A	3579	$	18.97	Monthly	$ 227.62
0607-A-15A	4180	$	22.15	Monthly	$ 265.85
0607-A-05A	19961	$	105.79	Monthly	$ 1,269.52
0607-A-10A	4713	$	24.98	Monthly	$ 299.75
0607-B-35A	11949	$	63.33	Monthly	$ 759.96
0607-B-20A	11447	$	60.67	Monthly	$ 728.03
0607-B-25A	12453	$	66.00	Monthly	$ 792.01
0607-B-30A	12916	$	68.45	Monthly	$ 821.46
0607-B-05A	11825	$	62.67	Monthly	$ 752.07
0607-B-10A	11656	$	61.78	Monthly	$ 741.32
0607-B-15A	10161	$	53.85	Monthly	$ 646.24
0607-D-40A	7095	$	37.60	Monthly	$ 451.24
0607-D-35A	9449	$	50.08	Monthly	$ 600.96
0607-D-30A	9815	$	52.02	Monthly	$ 624.23
0607-D-25A	9808	$	51.98	Monthly	$ 623.79
0607-D-15A	8903	$	47.19	Monthly	$ 566.23
0607-D-20A	5690	$	30.16	Monthly	$ 361.88
0607-D-10A	5707	$	30.25	Monthly	$ 362.97
0607-D-05A	6494	$	34.42	Monthly	$ 413.02
0706-A-60A	14169	$	75.10	Monthly	$ 901.15
0706-A-55A	14461	$	76.64	Monthly	$ 919.72
0706-A-50A	20665	$	109.52	Monthly	$ 1,314.29
0706-A-45A	14288	$	75.73	Monthly	$ 908.72
0706-A-40A	13028	$	69.05	Monthly	$ 828.58

0706-A-35A	20886	$	110.70	Monthly	$ 1,328.35
0706-A-30A	14854	$	78.73	Monthly	$ 944.71
0706-A-25A	14065	$	74.54	Monthly	$ 894.53
0706-A-20A	21093	$	111.79	Monthly	$ 1,341.51
0706-A-15A	14291	$	75.74	Monthly	$ 908.91
0706-A-10A	13216	$	70.04	Monthly	$ 840.54
0706-A-05A	49737	$	263.61	Monthly	$ 3,163.27
0706-C-75A	8373	$	44.38	Monthly	$ 532.52
0706-C-65A	7294	$	38.66	Monthly	$ 463.90
0706-C-70A	8128	$	43.08	Monthly	$ 516.94
0706-C-50A	7270	$	38.53	Monthly	$ 462.37
0706-C-45A	7514	$	39.82	Monthly	$ 477.89
0706-C-40A	7340	$	38.90	Monthly	$ 466.82
0706-C-35A	6685	$	35.43	Monthly	$ 425.17
0706-C-05A	5391	$	28.57	Monthly	$ 342.87
0706-C-10A	5108	$	27.07	Monthly	$ 324.87
0706-D-10A	10246	$	54.30	Monthly	$ 651.65
0706-D-05A	12907	$	68.41	Monthly	$ 820.89
0707-D-85A	8293	$	43.95	Monthly	$ 527.43
0707-D-80A	7561	$	40.07	Monthly	$ 480.88
0707-D-75A	7200	$	38.16	Monthly	$ 457.92
0707-D-65A	12824	$	67.97	Monthly	$ 815.61
0707-D-70A	6120	$	32.44	Monthly	$ 389.23
0707-D-60A	5514	$	29.22	Monthly	$ 350.69
0707-D-55A	10837	$	57.44	Monthly	$ 689.23
0707-D-45A	3829	$	20.29	Monthly	$ 243.52
0707-D-50A	7433	$	39.39	Monthly	$ 472.74
0707-D-35A	3711	$	19.67	Monthly	$ 236.02
0707-D-40A	8142	$	43.15	Monthly	$ 517.83
0707-B-15A	2013	$	10.67	Monthly	$ 128.03
0707-B-35A	2456	$	13.02	Monthly	$ 156.20
0707-B-45A	4733	$	25.08	Monthly	$ 301.02
0707-B-40A	6684	$	35.43	Monthly	$ 425.10
0707-B-30A	9555	$	50.64	Monthly	$ 607.70
0707-B-25A	3127	$	16.57	Monthly	$ 198.88
0707-B-10A	15097	$	80.01	Monthly	$ 960.17
0707-B-05A	16099	$	85.32	Monthly	$ 1,023.90
0707-B-20A	17886	$	94.80	Monthly	$ 1,137.55
0707-D-30A	6914	$	36.64	Monthly	$ 439.73
0707-D-25A	7351	$	38.96	Monthly	$ 467.52
0707-D-20A	10356	$	54.89	Monthly	$ 658.64
0707-D-15A	9249	$	49.02	Monthly	$ 588.24
0707-D-10A	14367	$	76.15	Monthly	$ 913.74
0707-D-05A	12721	$	67.42	Monthly	$ 809.06
0708-D-10A	6523	$	34.57	Monthly	$ 414.86
0708-D-15A	5794	$	30.71	Monthly	$ 368.50
0708-D-30A	11987	$	63.53	Monthly	$ 762.37
0708-D-25A	11413	$	60.49	Monthly	$ 725.87
0708-D-05A	19730	$	104.57	Monthly	$ 1,254.83
0708-D-20A	17324	$	91.82	Monthly	$ 1,101.81
0709-D-25A	16528	$	87.60	Monthly	$ 1,051.18
0709-D-10A	11952	$	63.35	Monthly	$ 760.15
0709-D-20A	8911	$	47.23	Monthly	$ 566.74
0709-D-15A	21951	$	116.34	Monthly	$ 1,396.08
0709-D-05A	16872	$	89.42	Monthly	$ 1,073.06

0806-C-45A	8040	$	42.61	Monthly	$ 511.34
0806-C-35A	15669	$	83.05	Monthly	$ 996.55
0806-C-40A	17639	$	93.49	Monthly	$ 1,121.84
0806-C-50A	26830	$	142.20	Monthly	$ 1,706.39
0806-C-10A	13044	$	69.13	Monthly	$ 829.60
0806-C-25A	10450	$	55.39	Monthly	$ 664.62
0806-C-20A	16795	$	89.01	Monthly	$ 1,068.16
0806-C-15A	13942	$	73.89	Monthly	$ 886.71
0806-C-30A	21335	$	113.08	Monthly	$ 1,356.91
0806-C-05A	10922	$	57.89	Monthly	$ 694.64
1206-B-40A	16666	$	88.33	Monthly	$ 1,059.96
1206-B-35A	48769	$	258.48	Monthly	$ 3,101.71
1206-B-30A	31869	$	168.91	Monthly	$ 2,026.87
1206-B-25A	18557	$	98.35	Monthly	$ 1,180.23
1206-B-20A	18336	$	97.18	Monthly	$ 1,166.17
1206-B-15A	19157	$	101.53	Monthly	$ 1,218.39
1206-B-10A	17765	$	94.15	Monthly	$ 1,129.85
1206-B-05A	30395	$	161.09	Monthly	$ 1,933.12
0806-C-55A	19912	$	105.53	Monthly	$ 1,266.40
0705-A-10A	11834	$	62.72	Monthly	$ 752.64

City of Glendale
Solicitation Number: RFP 26-31 / 42600037
LANDSCAPING SERVICES FOR RIGHT-OF-WAY

Grand Ave

Regular Routine Work

Task	Area Type	Frequency	Notes
Site Inspection	All Areas	Weekly	Signs of irrigation leaks, plant and tree health, vandalism, etc.
Weed Abatement	All Areas	Weekly or as needed	No bigger than 3", no more than 10% coverage
Pre-Emergent	All Areas	One to Two times a year	Herbicide and Rates Must be approved by ROW contract monitor
Trash/Litter/Debris/Tires etc.	All Areas	Weekly	Remove all foreign objects from contracted areas.
Blowing/Raking/Sweeping	All Areas	As needed	No blowing on high pollution days
Prune Shrubs	All Areas	Monthly/As needed	Sight triangles must be followed.
Rejuvenation Cuts (Shrubs Only)	All Areas	Once per year or as needed	Scheduled by ROW contract monitor
Visual Irrigation Inspection & Repair	All Areas	Weekly or as needed	Contractor responsible for everything after the valve: " Lateral lines, emitters, etc.".
Tree Clearance/water sprouts/suckers	Road signs, sidewalks, walkways	As needed	Maintain 13' above pavement, and concrete vehicular travel lanes, 8' above sidewalks/ Suckers and Waters Sprouts 8' from the ground.

AREA ID	APPROX_ SQ_FT	Monthly Cost Per Site	Billing Frequency	Total Annual Cost Per Site (C X 12)
US60-S-01	118815	$ 653.48	Monthly	$ 7,841.79
US60-N-01	76347	$ 419.91	Monthly	$ 5,038.90
US60-N-01	16826	$ 92.54	Monthly	$ 1,110.52
US60-S-01	9285	$ 51.07	Monthly	$ 612.81
US60-N-01	72300	$ 397.65	Monthly	$ 4,771.80
US60-N-02	732548	$ 4,029.01	Monthly	$ 48,348.17
US60-S-02	125421	$ 689.82	Monthly	$ 8,277.79
US60-M-01	8083	$ 44.46	Monthly	$ 533.48
US60-S-03	210404	$ 1,157.22	Monthly	$ 13,886.66
US60-S-04	46493	$ 255.71	Monthly	$ 3,068.54
US60-N-06	5025	$ 27.64	Monthly	$ 331.65
US60-S-03	161186	$ 886.52	Monthly	$ 10,638.28
US60-M-02	16544	$ 90.99	Monthly	$ 1,091.90
US60-N-06	156172	$ 858.95	Monthly	$ 10,307.35
US60-N-06	168273	$ 925.50	Monthly	$ 11,106.02
US60-M-02	7083	$ 38.96	Monthly	$ 467.48
US60-M-03	30806	$ 169.43	Monthly	$ 2,033.20
US60-M-03	772	$ 4.25	Monthly	$ 50.95
US60-N-13	2068	$ 11.37	Monthly	$ 136.49
US60-N-09	103097	$ 567.03	Monthly	$ 6,804.40
US60-N-09	31104	$ 171.07	Monthly	$ 2,052.86
US60-N-12	23018	$ 126.60	Monthly	$ 1,519.19
US60-S-05	319897	$ 1,759.43	Monthly	$ 21,113.20
US60-S-10	66424	$ 365.33	Monthly	$ 4,383.98
US60-M-05	10344	$ 56.89	Monthly	$ 682.70
US60-S-09	16246	$ 89.35	Monthly	$ 1,072.24
US60-S-09	197414	$ 1,085.78	Monthly	$ 13,029.32
US60-N-22	747	$ 4.11	Monthly	$ 49.30
US60-M-04	11414	$ 62.78	Monthly	$ 753.32
US60-S-08	15614	$ 85.88	Monthly	$ 1,030.52
US60-M-04	19829	$ 109.06	Monthly	$ 1,308.71
US60-M-04	117	$ 0.64	Monthly	$ 7.72
US60-M-04	12920	$ 71.06	Monthly	$ 852.72
US60-M-04	1160	$ 6.38	Monthly	$ 76.56
US60-S-07	16193	$ 89.06	Monthly	$ 1,068.74
US60-N-14	10936	$ 60.15	Monthly	$ 721.78
US60-N-25	6054	$ 33.30	Monthly	$ 399.56
US60-N-25	47839	$ 263.11	Monthly	$ 3,157.37
US60-M-05	6258	$ 34.42	Monthly	$ 413.03

US60-M-05	8328	$ 45.80	Monthly	$ 549.65
US60-M-05	2574	$ 14.16	Monthly	$ 169.88
US60-N-22	105169	$ 578.43	Monthly	$ 6,941.15
US60-N-22	113877	$ 626.32	Monthly	$ 7,515.88
US60-N-05	29665	$ 163.16	Monthly	$ 1,957.89
US60-M-01	33981	$ 186.90	Monthly	$ 2,242.75
US60-N-03	8312	$ 45.72	Monthly	$ 548.59
US60-N-07	17104	$ 94.07	Monthly	$ 1,128.86
US60-N-16	7478	$ 41.13	Monthly	$ 493.55
US60-N-17	12240	$ 67.32	Monthly	$ 807.84
US60-N-15	2380	$ 13.09	Monthly	$ 157.08
US60-N-18	6875	$ 37.81	Monthly	$ 453.75
US60-N-19	67279	$ 370.03	Monthly	$ 4,440.41
US60-N-20	121380	$ 667.59	Monthly	$ 8,011.08
US60-N-21	32662	$ 179.64	Monthly	$ 2,155.69
US60-N-23	3589	$ 19.74	Monthly	$ 236.87
US60-N-23	215	$ 1.18	Monthly	$ 14.19
US60-N-24	9457	$ 52.01	Monthly	$ 624.16
US60-N-11	9080	$ 49.94	Monthly	$ 599.28
US60-N-08	16579	$ 91.18	Monthly	$ 1,094.21
US60-N-04	19141	$ 105.28	Monthly	$ 1,263.31
US60-N-10	23757	$ 130.66	Monthly	$ 1,567.96
US60-N-05	1158	$ 6.37	Monthly	$ 76.43
US60-S-04	68	$ 0.37	Monthly	$ 4.49
US60-S-04	133	$ 0.73	Monthly	$ 8.78
US60-S-04	237	$ 1.30	Monthly	$ 15.64
US60-S-06	19681	$ 108.25	Monthly	$ 1,298.95

Seasonal & Area-Specific Tasks

Task	Area Type	Location	Frequency	Cost
Tree Pruning	All Areas	Refer to ROW dashboard for tree locations	As needed, min. 1x/year.	$110.00 - $290.00

Extra Work Rates

Task	Unit Type	Rate Type	Cost
Tree Planting	15 Gallon	Unit Cost	$205.00
Tree Planting	24" Box	Unit Cost	$350.00
Tree Planting	36" Box	Unit Cost	$900.00
Shrub Planting	5 Gallon	Unit Cost	$45.00
Storm Related After Hours	3-Man Crew	Hourly	$350.00

City of Glendale
Solicitation Number: RFP 26-31 / 42600037
LANDSCAPING SERVICES FOR RIGHT-OF-WAY

Northern Parkway

Regular Routine Work

Task	Area Type	Frequency	Notes
Site Inspection	All Areas	Weekly	Signs of irrigation leaks, plant and tree health, vandalism, etc.
Weed Abatement	All Areas	Weekly or as needed	No bigger than 3", no more than 10% coverage
Pre-Emergent	All Areas	One to Two times a year	Herbicide and Rates Must be approved by ROW contract monitor
Trash/Litter/Debris/Tires etc.	All Areas	Weekly	Remove all foreign objects from contracted areas.
Blowing/Raking/Sweeping	All Areas	As needed	No blowing on high pollution days
Prune Shrubs	All Areas	Monthly/As needed	Sight triangles must be followed.
Rejuvenation Cuts (Shrubs Only)	All Areas	Once per year or as needed	Scheduled by ROW contract monitor
Visual Irrigation Inspection & Repair	All Areas	Weekly	Contractor responsible for everything after the valve: " Lateral lines, emitters, etc.".
Tree Clearance/water sprouts/suckers	Road signs, sidewalks, walkways	As needed	Maintain 13' above pavement, and concrete vehicular travel lanes, 8' above sidewalks/ Suckers and Waters Sprouts 8' from the ground.

AREA ID	APPROX_SQ_FT	Monthly Cost Per Site	Billing Frequency	Total Annual Cost Per Site (C X 12)
NPW-M-13	606260	$ 2,728.17	Monthly	$ 32,738.04
NPW-S-13	384185	$ 1,728.83	Monthly	$ 20,745.99
NPW-S-12	604423	$ 2,719.90	Monthly	$ 32,638.84
NPW-M-11	218331	$ 982.49	Monthly	$ 11,789.87
NPW-N-11	300643	$ 1,352.89	Monthly	$ 16,234.72
NPW-N-12	376948	$ 1,696.27	Monthly	$ 20,355.19
NPW-N-10	555946	$ 2,501.76	Monthly	$ 30,021.08
NPW-M-10	453600	$ 2,041.20	Monthly	$ 24,494.40
NPW-S-10	563625	$ 2,536.31	Monthly	$ 30,435.75
NPW-S-10B	176412	$ 793.85	Monthly	$ 9,526.25
NPWS-12-B	67900	$ 305.55	Monthly	$ 3,666.60
NPW-S-11	253917	$ 1,142.63	Monthly	$ 13,711.52
NPW-M-12	393520	$ 1,770.84	Monthly	$ 21,250.08
0715-A-10	5204	$ 23.42	Monthly	$ 281.02

Seasonal & Area-Specific Tasks

Task	Area Type	Location	Frequency	Cost
Tree Pruning	All Areas	Refer to ROW dashboard for tree locations	As needed, min. 1x/year.	$110.00 - $290.00

Extra Work Rates

Task	Unit Type	Rate Type	Cost
Tree Planting	15 Gallon	Unit Cost	$205.00
Tree Planting	24" Box	Unit Cost	$350.00
Tree Planting	36" Box	Unit Cost	$900.00
Shrub Planting	5 Gallon	Unit Cost	$45.00
Storm Related After Hours	3-Man Crew	Hourly	$350.00

City of Glendale
Solicitation Number: RFP 26-31 / 42600037
LANDSCAPING SERVICES FOR RIGHT-OF-WAY

Airport

Regular Routine Work

Task	Area Type	Frequency	Notes
Site Inspection	All Areas	Weekly	Signs of irrigation leaks, plant and tree health, vandalism, etc.
Weed Abatement	All Areas	Weekly or as needed	No bigger than 3", no more than 10% coverage
Pre-Emergent	All Areas	One to Two times a year	Herbicide and Rates Must be approved by ROW contract monitor
Trash/Litter/Debris/Tires etc.	All Areas	Weekly	Remove all foreign objects from contracted areas.
Blowing/Raking/Sweeping	All Areas	As needed	No blowing on high pollution days
Prune Shrubs	All Areas	Monthly/As needed	Sight triangles must be followed.
Rejuvenation Cuts (Shrubs Only)	All Areas	Once per year or as needed	Scheduled by ROW contract monitor
Visual Irrigation Inspection & Repair	All Areas	Weekly	Contractor responsible for everything after the valve: " Lateral lines, emitters, etc.".
Tree Clearance/water sprouts/suckers	Road signs, sidewalks, walkways	As needed	Maintain 13' above pavement, and concrete vehicular travel lanes, 8' above sidewalks/ Suckers and Waters Sprouts 8' from the ground.

AREA ID	APPROX_ SQ_FT	Monthly Cost Per Site	Billing Frequency	Total Annual Cost Per Site (C X 12)
Airport Turf Areas	8710	$ 8.71	Monthly	$ 104.52
Airport Developed Area West	28078	$ 1,990.67	Monthly	$ 23,888.09
0613_A_1194	3737	$ 3.74	Monthly	$ 44.84
0613_A_1195	2445	$ 2.45	Monthly	$ 29.34
0613_A_1196	25331	$ 25.33	Monthly	$ 303.97
0613_A_1197	2370	$ 2.37	Monthly	$ 28.44
0613_A_1198	24210	$ 24.21	Monthly	$ 290.52
0613_A_1199	3423	$ 3.42	Monthly	$ 41.08
0613_A_1200	11448	$ 11.45	Monthly	$ 137.38
0613_A_1201	9779	$ 9.78	Monthly	$ 117.35
0613_A_1202	556	$ 0.56	Monthly	$ 6.67
0613_A_1203	352	$ 0.35	Monthly	$ 4.22
0613_A_1204	3915	$ 3.92	Monthly	$ 46.98
0613_A_1205	3634	$ 3.63	Monthly	$ 43.61
0613_A_1206	1007	$ 1.01	Monthly	$ 12.08
0613_A_1207	269	$ 0.27	Monthly	$ 3.23
0613_A_1208	9631	$ 9.63	Monthly	$ 115.57
0613_A_1209	2843702	$ 43.70	Monthly	$ 524.42
Airport Developed Area East	8127	$ 8.13	Monthly	$ 97.52

Seasonal & Area-Specific Tasks

Task	Area Type	Location	Frequency	Cost
Mowing & Edging	Turf Areas	Airport, Black Lot, Yellow Lot	Weekly (Mar–Oct), Bi-weekly (Nov–Feb)	$ 4,320.00
Tree Pruning	All Areas	Refer to ROW dashboard for tree locations	As needed, min. 1x/year.	$110.00 - $290.00
Irrigation Inspection	All Areas	Airport, Black Lot, Yellow Lot	Weekly, System check for proper operation.	$ 1,300.00
Fertilization	Turf		April & September	$ 117.30
Aeration	Turf		April & September	$ 720.00

Extra Work Rates

Task	Unit Type	Rate Type	Cost
Pressure Washing	Per Hour	Unit Cost	$45.00
Tree Planting	15 Gallon	Unit Cost	$205.00
Tree Planting	24" Box	Unit Cost	$350.00

Tree Planting	36" Box	Unit Cost	$900.00
Shrub Planting	5 Gallon	Unit Cost	$45.00
Storm Related After Hours	3-Man Crew	Hourly	$350.00

City of Glendale

Solicitation Number: RFP 26-31 / 42600037

LANDSCAPING SERVICES FOR RIGHT-OF-WAY

State Route 303 (Loop 303)

Regular Routine Work

Task	Area Type	Frequency	Notes
Site Inspection	All Areas	Weekly	Signs of irrigation leaks, plant and tree health, vandalism, etc.
Weed Abatement	All Areas	Weekly or as needed	No bigger than 3", no more than 10% coverage
Pre-Emergent	All Areas	One to Two times a year	Herbicide and Rates Must be approved by ROW contract monitor
Trash/Litter/Debris/Tires	All Areas	Weekly	Remove all foreign objects from contracted areas.
Blowing/Raking/Sweeping	All Areas	As needed	No blowing on high pollution days

AREA ID	APPROX_ SQ_F	Monthly Cost Per Site	Billing Frequency	Total Annual Cost Per Site (C X 12)
SR303-M-01	16825	$ 75.71	Monthly	$ 908.55
SR303-N-01	32255	$ 145.15	Monthly	$ 1,741.77
SR303-S-02	67888	$ 305.50	Monthly	$ 3,665.95
SR303-M-02	16214	$ 72.96	Monthly	$ 875.56
SR303-N-02	44945	$ 202.25	Monthly	$ 2,427.03
SR303-S-03	56128	$ 252.58	Monthly	$ 3,030.91
SR303-M-03	20313	$ 91.41	Monthly	$ 1,096.90
SR303-N-03	90177	$ 405.80	Monthly	$ 4,869.56
SR303-S-04	269824	$ 1,214.21	Monthly	$ 14,570.50
SR303-M-04	15498	$ 69.74	Monthly	$ 836.89
SR303-S-05	76154	$ 342.69	Monthly	$ 4,112.32

City of Glendale
Solicitation Number: RFP 26-31 / 42600037
LANDSCAPING SERVICES FOR RIGHT-OF-WAY

Yellow Lot

Regular Routine Work

Task	Area Type	Frequency	Notes
Site Inspection	All Areas	Weekly	Signs of irrigation leaks, plant and tree health, vandalism, etc.
Weed Abatement	All Areas	Weekly or as needed	No bigger than 3", no more than 10% coverage
Pre-Emergent	All Areas	One to Two times a year	Herbicide and Rates Must be approved by ROW contract monitor
Trash/Litter/Debris/Tires etc.	All Areas	Weekly	Remove all foreign objects from contracted areas. Will be required after special events.
Blowing/Raking/Sweeping	All Areas	As needed	No blowing on high pollution days
Prune Shrubs	All Areas	Monthly/As needed	Sight triangles must be followed.
Rejuvenation Cuts (Shrubs Only)	All Areas	Once per year or as needed	Scheduled by ROW contract monitor
Visual Irrigation Inspection & Repair	All Areas	Weekly	Contractor responsible for everything after the valve: " Lateral lines, emitters, etc.".
Tree Clearance/water sprouts/suckers	Road signs, sidewalks, walkways	As needed	Maintain 13' above pavement, and concrete vehicular travel lanes, 8' above sidewalks/ Suckers and Waters Sprouts 8' from the ground.

AREA ID	APPROX_SQ_FT	Monthly Cost Per Site	Billing Frequency	Total Annual Cost Per Site (C X 12)
Y Lot East Turf Area	47995	$ 815.92	Monthly	$ 9,790.98
Y Lot Non Turf Areas	61094	$ 1,038.60	Monthly	$ 12,463.18

Seasonal & Area-Specific Tasks

Task	Area Type	Location	Frequency	Cost
Mowing & Edging	Turf Areas	Airport, Black Lot, Yellow Lot	Weekly (Mar–Oct), Bi-weekly (Nov–Feb)	$ 19,440.00
Tree Pruning	All Areas	Refer to ROW dashboard for tree locations	As needed, min. 1x/year.	$110.00 - $290.00
Irrigation Inspection	All Areas	Airport, Black Lot, Yellow Lot	Weekly, System check for proper operation.	$ 3,900.00
Fertilization	Turf	Airport, Black Lot, Yellow Lot	April & September	$ 1,459.94
Aeration	Turf	Airport, Black Lot, Yellow Lot	April & September	$ 1,080.00

Extra Work Rates

Task	Unit Type	Rate Type	Cost
Pressure Washing	Per Hour	Unit Cost	$45.00
Tree Planting	15 Gallon	Unit Cost	$205.00
Tree Planting	24" Box	Unit Cost	$350.00
Tree Planting	36" Box	Unit Cost	$900.00
Shrub Planting	5 Gallon	Unit Cost	$45.00
Storm Related After Hours	3-Man Crew	Hourly	$350.00

City of Glendale
Solicitation Number: RFP 26-31 / 42600037
LANDSCAPING SERVICES FOR RIGHT-OF-WAY

Westgate

Regular Routine Work

Task	Area Type	Frequency	Notes
Site Inspection	All Areas	Weekly	Signs of irrigation leaks, plant and tree health, vandalism, etc.
Weed Abatement	All Areas	Weekly or as needed	No bigger than 3", no more than 10% coverage
Pre-Emergent	All Areas	One to Two times a year	Herbicide and Rates Must be approved by ROW contract monitor
Trash/Litter/Debris/Tires etc.	All Areas	Weekly	Remove all foreign objects from contracted areas. Will be required after special events.
Blowing/Raking/Sweeping	All Areas	As needed	No blowing on high pollution days
Prune Shrubs	All Areas	Monthly/As needed	Sight triangles must be followed.
Rejuvenation Cuts (Shrubs Only)	All Areas	Once per year or as needed	Scheduled by ROW contract monitor
Visual Irrigation Inspection & Repair	All Areas	Weekly	Contractor responsible for everything after the valve: " Lateral lines, emitters, etc.".
Tree Clearance/water sprouts/suckers	Road signs, sidewalks, walkways	As needed	Maintain 13' above pavement, and concrete vehicular travel lanes, 8' above sidewalks/ Suckers and Waters Sprouts 8' from the ground.

AREA ID	APPROX_SQ_FT	Monthly Cost Per Site	Billing Frequency	Total Annual Cost Per Site (C X 12)
0611-C-50	6253	$ 56.90	Monthly	$ 682.83
0611-B-55	6674	$ 60.73	Monthly	$ 728.80
0611-B-75	1915	$ 17.43	Monthly	$ 209.12
0611-B-05	3503	$ 31.88	Monthly	$ 382.53
0611-B-85	4808	$ 43.75	Monthly	$ 525.03
0611-B-05M	3701	$ 33.68	Monthly	$ 404.15
0611-D-05	10047	$ 91.43	Monthly	$ 1,097.13
0611-D-06	3908	$ 35.56	Monthly	$ 426.75
0611-D-07	19302	$ 175.65	Monthly	$ 2,107.78
0611-C-40	10885	$ 99.05	Monthly	$ 1,188.64
0611-C-15	10854	$ 98.77	Monthly	$ 1,185.26
0611-B-40M	10067	$ 91.61	Monthly	$ 1,099.32
0611-B-35M	7588	$ 69.05	Monthly	$ 828.61
0611-B-30M	5311	$ 48.33	Monthly	$ 579.96
0611-B-25M	10020	$ 91.18	Monthly	$ 1,094.18
0611-B-10M	3655	$ 33.26	Monthly	$ 399.13
0611-B-15M	4363	$ 39.70	Monthly	$ 476.44
0611-B-20M	4189	$ 38.12	Monthly	$ 457.44
0611-D-01	12096	$ 110.07	Monthly	$ 1,320.88
0611-D-02	1298	$ 11.81	Monthly	$ 141.74
0611-D-03	8293	$ 75.47	Monthly	$ 905.60
0611-D-04	7114	$ 64.74	Monthly	$ 776.85
0611-C-20	1653	$ 15.04	Monthly	$ 180.51
0611-C-25	4988	$ 45.39	Monthly	$ 544.69
0611-C-30	3092	$ 28.14	Monthly	$ 337.65
0611-C-35	6392	$ 58.17	Monthly	$ 698.01
0611-C-07	1961	$ 17.85	Monthly	$ 214.14
0611-D-09	2006	$ 18.25	Monthly	$ 219.06
0611-D-10	6929	$ 63.05	Monthly	$ 756.65
0611-D-11	2660	$ 24.21	Monthly	$ 290.47
0611-D-12	5245	$ 47.73	Monthly	$ 572.75
0611-D-13	3016	$ 27.45	Monthly	$ 329.35
0611-D-14M	4390	$ 39.95	Monthly	$ 479.39
0611-D-15M	2597	$ 23.63	Monthly	$ 283.59
0611-D-16M	5599	$ 50.95	Monthly	$ 611.41
0511-B-05	53151	$ 483.67	Monthly	$ 5,804.09
0611-A-15	2259	$ 20.56	Monthly	$ 246.68
0611-A-20	2618	$ 23.82	Monthly	$ 285.89

0611-A-25	3582	$ 32.60	Monthly	$ 391.15
0611-A-30	525	$ 4.78	Monthly	$ 57.33
0611-A-35	3096	$ 28.17	Monthly	$ 338.08
0611-B-95M	1584	$ 14.41	Monthly	$ 172.97
0611-B-95	3800	$ 34.58	Monthly	$ 414.96
0611-B-100	2959	$ 26.93	Monthly	$ 323.12
0611-B-110	1502	$ 13.67	Monthly	$ 164.02
0611-A-40	12462	$ 113.40	Monthly	$ 1,360.85
0511-B-15	127827	$ 1,163.23	Monthly	$ 13,958.71
0511-B-10	14246	$ 129.64	Monthly	$ 1,555.66
0511-B-20	11520	$ 104.83	Monthly	$ 1,257.98
0511_A_1077	1059	$ 9.64	Monthly	$ 115.64
0511-A-10	4623	$ 42.07	Monthly	$ 504.83
0611_A_1186	5817	$ 52.93	Monthly	$ 635.22
0611_A_1187	13585	$ 123.62	Monthly	$ 1,483.48
0611_A_1188	20481	$ 186.38	Monthly	$ 2,236.53
0611_A_1189	425	$ 3.87	Monthly	$ 46.41
0611_A_1190	441	$ 4.01	Monthly	$ 48.16
0611_A_1191	7889	$ 71.79	Monthly	$ 861.48

Seasonal & Area-Specific Tasks

Task	Area Type	Location	Frequency	Cost
Mowing & Edging	Turf Areas	Airport, Black Lot, Yellow Lot	Weekly (Mar–Oct), Bi-weekly (Nov–Feb)	No turf exists
Tree Pruning	All Areas	Refer to ROW dashboard for tree locations	As needed, min. 1x/year.	$110.00 - $290.00
Irrigation Inspection	All Areas	Airport, Black Lot, Yellow Lot	Weekly, System check for proper operation.	$ 6,760.00
Fertilization	Turf	Airport, Black Lot, Yellow Lot	April & September	No turf exists
Aeration	Turf	Airport, Black Lot, Yellow Lot	April & September	No turf exists

Extra Work Rates

Task	Unit Type	Rate Type	Cost
Pressure Washing	Per Hour	Unit Cost	$45.00
Tree Planting	15 Gallon	Unit Cost	$205.00
Tree Planting	24" Box	Unit Cost	$350.00
Tree Planting	36" Box	Unit Cost	$900.00
Shrub Planting	5 Gallon, 1 Gallon	Unit Cost	$45.00
Storm Related After Hours	3-Man Crew	Hourly	$350.00

City Of Glendale
Solicitation number: RFP 26-31 / 42600037
LANDSCAPING SERVICES FOR RIGHT-OF-WAY

Park and Ride

Regular Routine Work

Task	Area Type	Frequency	Notes
Site Inspection	All Areas	Weekly	Signs of irrigation leaks, plant and tree health, vandalism, etc.
Weed Abatement	All Areas	Weekly or as needed	No bigger than 3", no more than 10% coverage
Pre-Emergent	All Areas	One to Two times a year	Herbicide and Rates Must be approved by ROW contract monitor
Trash/Litter/Debris/Tires etc.	All Areas	Weekly	Remove all foreign objects from contracted areas.
Blowing/Raking/Sweeping	All Areas	As needed	No blowing on high pollution days
Prune Shrubs	All Areas	Monthly/As needed	Sight triangles must be followed.
Rejuvenation Cuts (Shrubs Only)	All Areas	Once per year or as needed	Scheduled by ROW contract monitor
Visual Irrigation Inspection & Repair	All Areas	Weekly	Contractor responsible for everything after the valve: " Lateral lines, emitters, etc.".
Tree Clearance/water sprouts/suckers	Road signs, sidewalks, walkways	As needed	Maintain 13' above pavement, and concrete vehicular travel lanes, 8' above sidewalks/ Suckers and Waters Sprouts 8' from the ground.

AREA ID	APPROX_SQ_FT	Monthly Cost Per Site	Billing Frequency	Total Annual Cost Per Site (C X 12)
0711-C-05	219616	$ 1,822.81	Monthly	$ 21,873.75

Seasonal & Area-Specific Tasks

Task	Area Type	Location	Frequency	Cost
Tree Pruning	All Areas	Refer to ROW dashboard for tree locations	As needed, min. 1x/year.	$110.00 - $290.00

Extra Work Rates

Task	Unit Type	Rate Type	Cost
Pressure Washing	Per Hour	Unit Cost	$45.00
Tree Planting	15 Gallon	Unit Cost	$205.00
Tree Planting	24" Box	Unit Cost	$350.00
Tree Planting	36" Box	Unit Cost	$900.00
Shrub Planting	5 Gallon, and 1 Gallon	Unit Cost	$45.00
Storm Related After Hours	3-Man Crew	Hourly	$350.00

AGENDA ITEM: 20.

CITY COUNCIL REPORT

MEETING DATE: 05/12/2026
SUBMITTED FOR: Colby Brandt, Police Chief
DEPARTMENT: Police

Subject

AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE LINKING AGREEMENT WITH DOOLEY ENTERPRISES, INC. FOR THE PURCHASE OF AMMUNITION FOR THE POLICE DEPARTMENT
Presented by: Colby Brandt, Police Chief

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into Amendment No. 1 to the Linking Agreement with Dooley Enterprises, Inc. The amendment increases the total not-to-exceed (NTE) amount by $250,000, resulting in a new NTE of $580,000 for the entire term of the Agreement. The Agreement is effective through March 7, 2027.

Background

On August 13, 2024, Council authorized the City Manager to enter into a Linking Agreement (Contract No. C24-0721) with Dooley Enterprises, Inc. for the purchase of ammunition using the City of Mesa Cooperative Contract No. 2022104. The Agreement established a total NTE of $330,000 for the full term, contingent on cooperative contract renewals. Following Council approval, the City executed two administrative extensions consistent with the cooperative contract:

- **Extension 1:** March 8, 2025 – March 7, 2026
- **Extension 2:** March 8, 2026 – March 7, 2027

These extensions incorporated updated pricing from Mesa's Amendment Nos. 3 and 4 and maintained all other terms and conditions.

The Police Department continues to rely on this contract for duty and training ammunition, necessary for annual qualifications, ongoing firearm proficiency, and operational readiness. Ammunition is replaced annually as a best practice for officer safety, and sufficient inventory is required to support training cycles, emergency preparedness, and routine operational needs.

In addition to routine qualification requirements, the Department has expanded its firearms and tactical training program to address identified training needs and enhance officer readiness. This includes the addition of Glock Skills Training (GST), reality-based training, active-shooter response training, and increased academy activity. Advanced Officer Training (AOT) offerings have also grown, and firearms proficiency training has been increased across all areas. These expanded training components require significantly more ammunition to support realistic, scenario-based instruction. Officers have provided positive feedback regarding the enhanced training, and the increased ammunition usage reflects the Department's commitment to maintaining high proficiency standards.

Modern firearms training standards emphasize more frequent and realistic exercises, which consume more ammunition than the minimum annual qualification alone. Combined with longer manufacturer lead times and higher market costs, these factors have increased overall ammunition usage and necessitate an adjustment to the Agreement's not-to-exceed amount to ensure uninterrupted training and operational readiness.

Analysis

The City of Mesa cooperative contract remains active and available for use, and is compliant with Glendale City Code Section 2-149 governing cooperative purchasing. Amendment No. 1 does not alter the term or scope of work. It solely increases the total NTE amount to ensure adequate contract spending authority is available for ammunition purchases through the remainder of the Agreement. All pricing continues to follow the cooperative contract's approved schedules and amendments.

Staff recommends that Council authorize the City Manager to enter into Amendment No. 1 to the Linking Agreement with Dooley Enterprises, Inc to increase to the total NTE amount by $250,000, resulting in a revised total of $580,000 for the full term ending March 7, 2027.

Previous Related Council Action

On August 13, 2024, Council authorized the City Manager to enter into the original Linking Agreement with Dooley Enterprises, Inc.

On August 24, 2021, Council authorized a prior Linking Agreement with Dooley Enterprises, Inc. for ammunition purchases.

Community Benefit/Public Involvement

Ensuring adequate ammunition supply directly supports officer readiness, public safety, and compliance with Arizona Peace Officer Standards and Training Board requirements. Reliable access to ammunition enhances training realism, marksmanship proficiency, and operational preparedness during critical incidents.

Fiscal Impact

Fiscal Year:	FY2025-26
Fiscal Year Amount Requested:	$250,000
Budgeted Y/N?:	Y
Account:	10002411-540260
Transfer Required? Y/N:	N
If Yes, what account will be used?:	

Budget and Financial Impacts:

Funding is available in the FY2025-26 Police Department operating budget. Expenditures under this agreement are not to exceed $580,000 over the entire term of the agreement. Expenditures in future fiscal years are contingent upon Council budget approval.

Attachments

Amendment 1 to Agreement with Dooley Enterprises, Inc

How was the item procured: Linking Agreement

Explanation: City of Mesa Contract No. 2022104-Ammunition All Types and Less Lethal Products

Strategic Plan Connection:

Tier 1 Objective: Improve Community Experience

AMENDMENT NO. 1

Linking Agreement with Dooley Enterprises, Inc.
(325000118, Contract No. C24-0721)

This Amendment No. 1 ("Amendment") to the Linking Agreement ("Agreement") is made this _____ day of _____, 2026, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Dooley Enterprises, Inc., a California corporation, authorized to do business in Arizona ("Contractor").

RECITALS

A. City and Dooley Enterprises, Inc. ("Contractor") previously entered into a Linking Agreement, Contract No. C24-0721, dated August 13, 2024 ("Agreement"); and

B. The initial term of the Agreement was through March 7, 2025 with the option to extend the Agreement for two (2) one-year periods; and

C. City and Contractor previously entered into Contract Extension No. 1, extending the Agreement from March 8, 2025 through March 7, 2026 and agreed to price adjustments to reflect pricing agreed to in Amendment No. 3 of the City of Mesa Agreement 2022104; and

D. City and Contractor previously entered into Contract Extension No. 2, extending the Agreement from March 8, 2026 through March 7, 2027 and agreed to price adjustments to reflect pricing agreed to in Amendment No. 4 of the City of Mesa Agreement 2022104; and

E. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

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

1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.

2. **Term.** The term of the Agreement is unchanged and shall expire on March 7, 2027.

3. **Scope of Work.** The scope of the work remains the same.

4. **Compensation.** Compensation will be increased by two hundred and fifty thousand dollars ($250,000) for a new not to exceed amount of five-hundred and eighty thousand dollars ($580,000) for the entire term of the Agreement.

5. **Insurance Certificate**. Current certificate will expire on October 10, 2026 and a new certificate applying to the extended term must be provided prior to this date to Finance Director and the Contract Administrator.

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

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

8. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:

   (a) the forced labor of ethnic Uyghurs in the People's Republic of China;

   (b) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and

   (c) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

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

10. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona
municipal corporation

_____
Patrick S. Banger, City Manager

ATTEST:

_____
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Michael D. Bailey, City Attorney

Dooley Enterprises, Inc.
a California corporation

_____
By: Chris Dooley
Its: President

AGENDA ITEM: 21.

CITY COUNCIL REPORT

MEETING DATE: 05/12/2026
SUBMITTED FOR: Ron Serio, Director
DEPARTMENT: Water Services

Subject

AUTHORIZATION TO APPROVE EXPENDITURE OF FUNDS FOR THE SUPPLY OF RAW WATER FROM SALT RIVER VALLEY WATER USERS' ASSOCIATION
Presented by: Ron Serio, P.E., Director, Water Services

Purpose and Recommended Action

This is a request for City Council to approve expenditure authority by the City Manager for the supply of raw water from Salt River Valley Water Users' Association (SRP) in an amount not to exceed $1,225,000 for Fiscal Year 2026-27.

Background

The Water Services Department functions to provide safe and reliable water and wastewater services for City of Glendale residents and businesses. The water production process begins by procuring raw, untreated water to produce safe, clean drinking water for public use.

The City of Glendale's water supply portfolio includes Colorado River surface water from Central Arizona Project (CAP), and SRP water originating in the Salt and Verde Rivers watershed. Raw, or untreated, water is supplied under Council-approved agreements with CAP and SRP and is treated to produce safe high-quality drinking water.

Analysis

The City has entered into long-term inter-governmental agreements with SRP to supply raw water for treatment at the Cholla and Oasis Water Treatment Plants and distribution to the city water retail customers. Rates and fees are determined by the Salt River Project Board of Directors on a calendar basis.

Previous Related Council Action

On May 27, 2025, Council approved expenditure of funds for the purchase of raw water from SRP in an amount of $1,133,000 for FY2025-26.

On May 28, 2024, Council approved expenditure of funds for the purchase of raw water from SRP in an amount of $1,053,000 for FY2024-25.

On May 9, 2023, Council approved expenditure of funds for the purchase of raw water from SRP in an amount of $1,100,000 for FY2023-24.

On May 24, 2022, Council approved expenditure of funds for the purchase of raw water from SRP in an amount of $1,010,148 for FY2022-23.

On May 25, 2021, Council approved expenditure of funds for the purchase of raw water from SRP in an amount of $781,000 for FY2021-22.

On May 26, 2020, Council approved expenditure of funds for the purchase of raw water from SRP in an amount of $706,000 for FY2020-21.

On June 11, 2019, Council approved expenditure of funds for the purchase of raw water from SRP in an amount not to exceed $675,000 for FY2019-20.

On June 12, 2018, Council approved expenditure of funds for the purchase of raw water from SRP in an amount not to exceed $675,000 for FY2018-19.

Community Benefit/Public Involvement

The community benefits from the purchase of raw water which can be treated to provide clean, reliable water for City of Glendale residents and businesses.

Fiscal Impact

Fiscal Year:	FY2026-27
Fiscal Year Amount Requested:	$1,225,000
Budgeted Y/N?:	Y
Account:	60202722-540400
Transfer Required? Y/N:	N
If Yes, what account will be used?:	

Budget and Financial Impacts:

Funding will be available in the FY2026-27 Water Services operating budget. Expenditures in future fiscal years are contingent upon Council budget approval.

How was the item procured:	Other
Explanation:	Annual Membership Renewal

Strategic Plan Connection:

Tier 1 Objective:	Improve Resource Alignment
Tier 2 Objective:	The community benefits from the purchase of raw water which can be treated to provide clean, reliable water for City of Glendale residents and businesses.

AGENDA ITEM: 22.

CITY COUNCIL REPORT

MEETING DATE: 05/12/2026
SUBMITTED FOR: Ron Serio, Director
DEPARTMENT: Water Services

Subject

AUTHORIZATION TO APPROVE EXPENDITURE OF FUNDS FOR THE COSTS ASSOCIATED WITH PARTIAL OWNERSHIP IN THE SUB-REGIONAL OPERATING GROUP
Presented by: Ron Serio, P.E., Director, Water Services

Purpose and Recommended Action

This is a request for City Council to approve expenditure authority by the City Manager for the costs associated with partial ownership in the Sub-Regional Operating Group (SROG) in an amount not to exceed $19,572,000 for Fiscal Year 2026-27.

Background

One of Water Services' primary functions is to safely transport and treat wastewater from Glendale residential and commercial sewer customers. This service is accomplished with 708 miles of sewer lines, the 99th Avenue sewer interceptor, two (2) Wastewater Reclamation Facilities and the 91st Avenue Wastewater Treatment Plant (WWTP), a regional facility operated by the City of Phoenix.

On September 25, 1979, Council authorized Glendale to enter into a partnership of cities to form the Sub-Regional Operating Group (SROG) to treat wastewater at the facility. The five cities (Glendale, Tempe, Phoenix, Mesa, and Scottsdale) share ownership in the 91st Avenue WWTP. In another related agreement, Glendale shares in the ownership of the 99th Avenue Interceptor sewer transmission line. The Interceptor transports sewage from the Glendale to the 91st Avenue WWTP. Glendale owns a 6.5 percent share in 91st Avenue WWTP and 59.8 percent in the 99th Avenue Interceptor. The annual operating and capital improvement costs are allocated based on the Glendale's capacity ownership and usage requirements

Analysis

The City has entered into long-term inter-governmental agreements for the transport and treatment of the City's wastewater. Rates and fees are approved by the SROG Committee that includes representatives from the five cities. Actual costs are settled against monthly payments after the end of the fiscal year. The financial statements are audited by independent auditors.

Previous Related Council Action

On May 27, 2025, Council approved expenditure of funds for wastewater transportation and treatment services from SROG in an amount not to exceed $18,165,277 for FY2025-26.

On May 28, 2024, Council approved expenditure of funds for wastewater transportation and treatment services from SROG in an amount not to exceed $11,368,000 for FY2024-25.

On May 9, 2023, Council approved expenditure of funds for wastewater transportation and treatment services from SROG in an amount not to exceed $10,030,000 for FY2023-24.

On May 24, 2022, Council approved expenditure of funds for wastewater transportation and treatment services from SROG in an amount not to exceed $8,969,000 for FY2022-23.

On May 25, 2021, Council approved expenditure of funds for wastewater transportation and treatment services from SROG in an amount not to exceed $8,544,400 for FY2021-22.

On May 26, 2020, Council approved expenditure of funds for wastewater transportation and treatment services from SROG in an amount not to exceed $6,975,489 for FY2020-21.

On June 11, 2019, Council approved expenditure of funds for wastewater transportation and treatment services from SROG in an amount not to exceed $6,165,489 for FY2019-20.

On June 12, 2018, Council approved expenditure of funds for wastewater transportation and treatment services from SROG in an amount not to exceed $6,219,000 for FY2018-19.

Community Benefit/Public Involvement

Partnership in SROG provides necessary wastewater transportation and treatment services and provides effluent to the Palo Verde nuclear generating facility. In addition, participation assists with meeting or exceeding mandatory regulatory requirements in the continual safe treatment of wastewater.

Fiscal Impact

Fiscal Year:	FY2026-27
Fiscal Year Amount Requested:	$19,572,000
Budgeted Y/N?:	Y
Account:	Various
Transfer Required? Y/N:	N
If Yes, what account will be used?:	

Budget and Financial Impacts:

Funding will be available in the FY2026-27 Water Services Department operating and capital budgets. Expenditures in future fiscal years are contingent upon Council budget approval.

The total expenditure will be allocated in the following areas in the chart below:

Division/Org Code	Description	Total
60302735-521230	SROG (91st Ave WWTP)	$6,367,000
60302737-540380	Wastewater Collections	$105,000

60304527-CIPWW63003-550191	99th Ave Interceptor Line	$7,500,000
60304527-CIPWW63010-550191	91st Avenue Construction	$5,600,000

How was the item procured: Other

Explanation: Annual Membership Renewal

Strategic Plan Connection:

Tier 1 Objective: Improve Resource Alignment

Tier 2 Objective: Partnership in SROG offers essential wastewater services and supplies effluent to the Palo Verde nuclear facility, helping to meet mandatory regulatory requirements for safe wastewater treatment.

AGENDA ITEM: 23.

CITY COUNCIL REPORT

MEETING DATE: 05/12/2026
SUBMITTED FOR: Ron Serio, Director
DEPARTMENT: Water Services

Subject

AUTHORIZATION TO APPROVE EXPENDITURE OF FUNDS FOR THE COSTS ASSOCIATED WITH PARTIAL OWNERSHIP OF NEW RIVER-AGUA FRIA UNDERGROUND STORAGE PROJECT FROM SALT RIVER VALLEY USERS' ASSOCIATION
Presented by: Ron Serio, P.E., Director, Water Services

Purpose and Recommended Action

This is a request for City Council to approve expenditure authority by the City Manager for the cost associated with partial ownership in the New River-Agua Fria Underground Storage Project in an amount not to exceed $150,000 for Fiscal Year 2026-27

Background

The New River-Agua Fria Underground Storage Project (NAUSP) is a regionally owned water storage facility administered and operated by the Salt River Valley Water Users' Association (SRP). The facility is jointly owned by SRP, Salt River Project Agriculture Improvement and Power District, and four cities. The facility is generally located east of New River between the Bethany Home alignment and Ball Park Boulevard.

The city sends effluent from the West Area Reclamation Facility and SRP monthly storage and recovery water to this facility for underground storage. Glendale is entitled to store 20% of the annual total available storage capacity. This is approximately 6,000 acre-feet per year.

Analysis

The City has entered into a long-term inter-governmental agreement with SRP to store water for future use. The annual operating budget is proposed by the operating agent, SRP, and approved by the NAUSP Committee. Glendale's share of the cost is based on several criteria and the participant's storage entitlement and usage percentages.

Previous Related Council Action

On May 27, 2025, Council approved the expenditure of funds for the costs associated with partial ownership of the NAUSP in an amount not to exceed $150,000 for FY2025-26.

On May 28, 2024, Council approved the expenditure of funds for the costs associated with partial ownership of the NAUSP in an amount not to exceed $150,000 for FY2024-25.

On May 9, 2023, Council approved the expenditure of funds for the costs associated with partial ownership of the NAUSP in an amount not to exceed $220,000 for FY2023-24.

On May 24, 2022, Council approved the expenditure of funds for the costs associated with partial ownership of the NAUSP in an amount not to exceed $200,000 for FY2022-23.

On May 25, 2021, Council approved the expenditure of funds for the costs associated with partial ownership of the NAUSP in an amount not to exceed $200,000 for FY2021-22.

On May 26, 2020, Council approved the expenditure of funds for the costs associated with partial ownership of the NAUSP in an amount not to exceed $200,000 for FY2020-21.

On June 11, 2019, Council approved the expenditure of funds for the costs associated with partial ownership of the NAUSP in an amount not to exceed $192,000 for FY2019-20.

Community Benefit/Public Involvement

The City benefits from having annual water storage capacity to ensure a reliable and adequate water supply for the future.

Fiscal Impact

Fiscal Year:	FY2026-27
Fiscal Year Amount Requested:	$150,000
Budgeted Y/N?:	Y
Account:	60302739-521110
Transfer Required? Y/N:	N
If Yes, what account will be used?:	

Budget and Financial Impacts:

Funding will be available in the FY2026-27 Water Services Department operating budget. Expenditures in future fiscal years are contingent upon Council budget approval.

How was the item procured:	Other
Explanation:	Annual Membership Renewal

Strategic Plan Connection:

Tier 1 Objective:	Improve Resource Alignment
Tier 2 Objective:	The City benefits from having annual water storage capacity to ensure a reliable and adequate water supply for the future.

AGENDA ITEM: 24.

CITY COUNCIL REPORT

MEETING DATE: 05/12/2026
SUBMITTED FOR: Ron Serio, Director
DEPARTMENT: Water Services

Subject

AUTHORIZATION TO APPROVE EXPENDITURE OF FUNDS FOR THE SUPPLY OF RAW WATER FROM CENTRAL ARIZONA PROJECT
Presented by: Ron Serio, P.E., Director, Water Services

Purpose and Recommended Action

This is a request for City Council to approve expenditure authority by the City Manager for the supply of raw water from Central Arizona Project (CAP) in an amount not to exceed $8,119,000 for Fiscal Year 2026-27.

Background

The Water Services Department functions to provide safe and reliable water and wastewater services for City of Glendale residents and businesses. The water production process begins by procuring raw, untreated water to produce safe, clean drinking water for public use.

The City of Glendale's water supply portfolio includes Colorado River surface water and the Salt River Valley Water Users' Association (SRP) water originating in the Salt and Verde Rivers watershed. Raw, or untreated, water is purchased under Council-approved agreements with CAP and SRP and is treated to produce safe high-quality drinking water. The city may use part of the year's purchased water to develop long-term water storage credits.

Analysis

The City has entered into long-term inter-governmental agreements with CAP to supply raw water for treatment at the Pyramid Peak Water Treatment Plant and distribution to City water retail customers. A portion of the supply may be recharged for long-term water storage credits for future use. Rates and fees are determined by the Central Arizona Project Board of Directors on a calendar basis.

Previous Related Council Action

On May 27, 2025, Council approved expenditure of funds for the purchase of raw water from CAP in an amount not to exceed $7,711,000 for FY2025-26.

On May 28, 2024, Council approved expenditure of funds for the purchase of raw water from CAP in an amount not to exceed $6,522,000 for FY2024-25.

On May 9, 2023, Council approved expenditure of funds for the purchase of raw water from CAP in an amount not to exceed $6,100,000 for FY2023-24.

On May 24, 2022, Council approved expenditure of funds for the purchase of raw water from CAP in an amount not to exceed $6,093,300 for FY2022-23.

On May 25, 2021, Council approved expenditure of funds for the purchase of raw water from CAP in an amount not to exceed $4,938,000 for FY2021-22.

On May 26, 2020, Council approved expenditure of funds for the purchase of raw water from CAP in an amount not to exceed $4,913,000 for FY2020-21.

On June 11, 2019, Council approved expenditure of funds for the purchase of raw water from CAP in an amount not to exceed $4,440,000 for FY2019-20.

On June 12, 2018, Council approved expenditure of funds for the purchase of raw water from CAP in an amount not to exceed $4,462,000 for FY2018-19.

Community Benefit/Public Involvement

The community benefits from the purchase of raw water which can be treated to provide clean, reliable water for City of Glendale residents and businesses.

Fiscal Impact

Fiscal Year:	FY2026-27
Fiscal Year Amount Requested:	$8,119,000
Budgeted Y/N?:	Y
Account:	60202722-540400
Transfer Required? Y/N:	N
If Yes, what account will be used?:	

Budget and Financial Impacts:

Funding will be available in the FY2026-27 Water Services operating budget. Expenditures in future fiscal years are contingent upon Council budget approval.

How was the item procured:	Other
Explanation:	Annual Membership Renewal

Strategic Plan Connection:

Tier 1 Objective:	Improve Resource Alignment
Tier 2 Objective:	The community benefits from the purchase of raw water which can be treated to provide clean, reliable water for City of Glendale residents and businesses.

AGENDA ITEM: 25.

CITY COUNCIL REPORT

MEETING DATE: 05/12/2026
SUBMITTED FOR: Ron Serio, Director
DEPARTMENT: Water Services

Subject

AUTHORIZATION TO APPROVE EXPENDITURE OF FUNDS FOR ORGANIZATIONAL MEMBERSHIP IN THE ARIZONA MUNICIPAL WATER USERS ASSOCIATION
Presented by: Ron Serio, P.E., Director, Water Services

Purpose and Recommended Action

This is a request for City Council to approve expenditure authority by the City Manager for organizational membership in the Arizona Municipal Water Users Association (AMWUA) in an amount not to exceed $170,000 for Fiscal Year 2026-27.

Background

The mission of the Water Services Department is to provide safe and reliable water and wastewater services for City of Glendale residents and businesses. The water and wastewater treatment industry are heavily monitored by county, state, and federal agencies which have stringent regulations in place to ensure that safe and efficient water services are provided to the public. Rules and regulations are continually changing and being updated as environmental standards are revised. Organizational membership in the AMWUA allows the City a proactive approach to upcoming issues for the water industry, the region and develops policies to safeguard water supplies for the future.

AMWUA advocates for its members at the Arizona Legislature, the Governor's Office, the U.S. Bureau of Reclamation, the Arizona Department of Water Resources, the Central Arizona Project and the Greater Phoenix Chamber of Commerce. AMWUA also works collaboratively with other water stakeholders to devise practical solutions to water and wastewater problems to ensure sustainable growth for Arizona. Membership in AMWUA allows staff as well as Council to participate in and benefit from these joint efforts to enhance and conserve the Valley's water supply. The City is represented on the AMWUA board by Councilman Bart Turner.

Analysis

AMWUA fees are assessed to the members based on population and equally shared expenses. The members set the annual operating budget and fund reserve for AMWUA's operations. The membership period is the fiscal year. The City pays half the annual membership fee in July and the other half in December.

Previous Related Council Action

On May 27, 2025, Council approved expenditure of funds for organization membership in AMWUA in an amount not to exceed $160,000 for FY2025-26.

On May 28, 2024, Council approved expenditure of funds for organization membership in AMWUA in an amount not to exceed $140,500 for FY2024-25.

On May 9, 2023, Council approved expenditure of funds for organization membership in AMWUA in an amount not to exceed $134,000 for FY2023-24.

On May 24, 2022, Council approved expenditure of funds for organization membership in AMWUA in an amount not to exceed $124,000 for FY2022-23.

On May 25, 2021, Council approved expenditure of funds for organization membership in AMWUA in an amount not to exceed $120,000 for FY2021-22.

On May 26, 2020, Council approved expenditure of funds for organization membership in AMWUA in an amount not to exceed $119,501 for FY2020-21.

On June 11, 2019, Council approved expenditure of funds for organization membership in AMWUA in an amount not to exceed $117,516 for FY2019-20.

On June 12, 2018, Council approved expenditure of funds for organization membership in AMWUA in an amount not to exceed $115,000 for FY2018-19.

Community Benefit/Public Involvement

Membership in AMWUA provides the City with a proactive approach to upcoming issues for the water industry, the region and develops policies to safeguard water supplies for the future.

Fiscal Impact

Fiscal Year:	FY2026-27
Fiscal Year Amount Requested:	$170,000
Budgeted Y/N?:	Y
Account:	60202711-520160
Transfer Required? Y/N:	N
If Yes, what account will be used?:	

Budget and Financial Impacts:

Funding will be available in the FY2026-27 Water Services Department operating budget. Expenditures in future fiscal years are contingent upon Council budget approval.

How was the item procured: Other

Explanation: Annual Membership Renewal

Strategic Plan Connection:

Tier 1 Objective: Improve Resource Alignment

Tier 2 Objective: Membership in AMWUA provides the City with a proactive approach to upcoming issues for the water industry, the region and develops policies to safeguard water supplies for the future.

AGENDA ITEM: 26.

CITY COUNCIL REPORT

MEETING DATE: 05/12/2026
SUBMITTED FOR: Ron Serio, Director
DEPARTMENT: Water Services

Subject

AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE LINKING AGREEMENT WITH GRUBER TECHNICAL, INC., DBA GRUBER POWER SERVICES FOR UNINTERRUPTIBLE POWER SUPPLY NEW EQUIPMENT, SERVICE, AND MAINTENANCE AND SUPPORT
Presented By: Ron Serio, P.E., Director, Water Services

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into Amendment No. 1 to the Linking Agreement Contract No. C23-0224 with Gruber Technical, Inc., dba Gruber Power Services (Gruber) for uninterruptible power supply (UPS) new equipment, service, and maintenance & support.

This amendment increases the compensation by $140,000 for a total not to exceed the amount of $410,000 over the entire term of the agreement. The term of this agreement is unchanged and shall expire on December 31, 2027. All other terms remain the same.

Background

The Water Services Department utilizes UPS to provide continuous electrical power to programmable logic controllers (PLCs), supervisory control and data acquisition (SCADA) equipment, SCADA computers, and other critical equipment and systems at various facilities and remote locations. UPS ensures critical equipment and systems remain online during power outages, enabling staff to continue monitoring and controlling water and wastewater treatment processes. To ensure these critical UPS continue to receive maintenance and support for the remainder of the current agreement, an increase in compensation is necessary.

Analysis

On January 1, 2023, the State of Arizona awarded Contract No. CTR063425 to Gruber through a competitive bid process. The City entered into a Linking Agreement for contract services that the Contractor is providing under the Cooperative Purchasing Agreement. The contract term is extended to December 31, 2027.

Cooperative purchasing allows counties, municipalities, schools, colleges and universities in Arizona to use a contract that has been competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts and provides the opportunity to take advantage of volume pricing. The Glendale City code authorizes cooperative purchases when

the solicitation process used complies with the intent of Glendale's procurement processes. This cooperative purchase is compliant with Chapter 2, Article V, Division 2, Section 2-149 of the Glendale City Code, per review by the City's Procurement Division.

Previous Related Council Action

On February 28, 2023, City Council authorized the City Manager to enter into a Linking Agreement with Gruber Technical, Inc., dba Gruber Power Services for maintenance, repair, and inspection of uninterruptible power supply systems.

On August 9, 2022, Council authorized the City Manager to enter into Amendment No. 2 to the Linking Agreement with Gruber Technical, Inc. for uninterruptible power supply: new equipment, service and maintenance.

On October 13, 2020, Council authorized the City Manager to enter into Amendment No. 1 to the Linking Agreement with Gruber Technical, Inc. for uninterruptible power supply new equipment service and maintenance.

On November 12, 2019, Council authorized the City Manager to enter into a Linking Agreement with Gruber Technical, Inc. and approve the expenditure of funds for uninterruptible power supply maintenance, parts and services, and ratification of expenditures.

Community Benefit/Public Involvement

The proper maintenance of water and wastewater treatment equipment is critical to ensuring regulatory compliance and providing continuous, safe, and reliable water services to City of Glendale residents and businesses.

Fiscal Impact

Fiscal Year:	FY2025-26
Fiscal Year Amount Requested:	$50,000
Budgeted Y/N?:	Y
Account:	Various
Transfer Required? Y/N:	N
If Yes, what account will be used?:	

Budget and Financial Impacts:

Funding for this item is available in the FY2025-26 Water Services Department operating budget. Expenditures under this agreement are not to exceed $410,000 over the entire term of the agreement. Expenditures beyond the current fiscal year are contingent upon Council budget approval.

Attachments

Amendment 1 to Agreement with Gruber Technical, Inc

How was the item procured: Linking Agreement

Strategic Plan Connection:

Tier 1 Objective: Improve Asset Management

Tier 2 Objective: The proper maintenance of water and wastewater treatment equipment is critical to ensuring regulatory compliance and providing continuous, safe, and reliable water services to City of Glendale residents and businesses.

Docusign Envelope ID: E76BB3E0-11FF-43B5-9782-EDC7F339B41C

AMENDMENT NO. 1

LINKING AGREEMENT WITH GRUBER TECHNICAL, INC. DBA GRUBER POWER SERVICES FOR UNINTERRUPTIBLE POWER SUPPLY (UPS) NEW EQUIPMENT, SERVICE, AND MAINTENANCE & SUPPORT
(City of Glendale, Contract No. C23-0224)

This Amendment No. 1 ("Amendment") to the Linking Agreement ("Agreement") is made this 12th day of May, 2026, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Gruber Technical, Inc. dba Gruber Power Services, an Arizona corporation, authorized to do business in Arizona ("Contractor").

RECITALS

A. City and Gruber Technical, Inc. dba Gruber Power Services ("Contractor") previously entered into a Linking Agreement for Uninterruptible Power Supply (UPS) New Equipment, Service, and Maintenance & Support, Contract No. C23-0224, dated February 28, 2023 ("Agreement"); and

B. The Agreement had an initial term beginning February 28, 2023 through December 31, 2024, and provided the option to extend an additional three years; and

C. City and Contractor previously entered into Contract Extension No. 1, extending the term of the agreement from January 1, 2025 through December 31, 2025; and

D. City and Contractor previously entered into Contract Extension No. 2, extending the term of the agreement from January 1, 2026 through December 31, 2027; and

E. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

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

1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.

2. **Term.** The term of the Agreement is unchanged and shall expire on December 31, 2027.

3. **Scope of Work.** The Scope of Work remains unchanged.

4. **Compensation.** The total compensation for this Agreement is increased by $140,000 for a new not-to-exceed amount of $410,000 to accommodate MSRP Pricing Catalog updates for the entire term of the Agreement, including any and all extensions.

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5. **Insurance Certificate**. Current certificate will expire on July 1, 2026 and a new certificate applying to the extended term must be provided prior to this date to Finance Director and the Contract Administrator.

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

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

8. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:

   (a) the forced labor of ethnic Uyghurs in the People's Republic of China;

   (b) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and

   (c) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

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

10. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

Docusign Envelope ID: E76BB3E0-11FF-43B5-9782-EDC7F339B41C

CITY OF GLENDALE, an Arizona municipal corporation

Patrick S. Banger, City Manager

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Gruber Technical, Inc. dba Gruber Power Services
an Arizona corporation

DocuSigned by:
Rita Marie Gray 4/16/2026
8B52F8465D9F459...

By: Rita Marie Gray
Its: Government Team Account Manager

Docusign Envelope ID: E76BB3E0-11FF-43B5-9782-EDC7F339B41C

	Contract Amendment	**Arizona Department of Administration State Procurement Office 100 N. 15th Avenue, Suite 402 Phoenix, AZ 85007**
	CTR063425 Amendment Five (5)	

CONTRACTOR: Gruber Technical Inc 21439 N 2nd Avenue Phoenix, AZ 85027 **CONTACT:** Rita Lomoglio **PHONE:** (602) 863-2655 x251 **EMAIL:** lom@gruber.com	**STATE AGENCY:** AZ Department of Administration (ADOA) State Procurement Office 100 N. 15th Ave., Ste. 402 Phoenix, AZ 85007 **CONTACT:** Larry Woo **PHONE:** (480) 828-3440 **EMAIL:** larry.woo@azdoa.gov

Uninterruptible Power Supply (UPS): New Equipment, Service, Maintenance and Support

Pursuant to Uniform Terms and Conditions, Section 5.1, Amendments of the above contract shall be amended as follows:

1. Update to MSRP Pricing Catalog. See "CTR063425-MSRP Pricing Update 7-28-2025":

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

* ***Please ensure all required Certificate Of Insurance are updated and submitted to the State Procurement Office.***

ACKNOWLEDGEMENT AND AUTHORIZATION

This amendment shall be fully executed upon the electronic approval in the State e-Procurement system by an authorized representative of the Contractor and applied to the contract in the State e-Procurement system by the Procurement Officer or delegate.

Docusign Envelope ID: E76BB3E0-11FF-43B5-9782-EDC7F339B41C

Tier 1 250VA -1500VA PC & Workstation UPS - Single Phase Power Protection solution for desktop computers. Include Batteries and any other items within the catalog that support this tier.
Warranty, Manufacturer, Manufacturers Part Number, List Price, Percent off List Price are mandatory and UNSPCS Codes are requested.

UNSPCS CODE	Model	Manufacturer	Manufacturer Part Number	VAC	VA	Phase	Qty	List Price (MSRP)	Percent off List Price	Description	Warranty
	Tower	APC	SMT750C	120	750va	1 phase	1	$ 701.00	30%	750VA LCD 120V	3 years repair or replace excluding battery, 2 yr on battery
	Rack Mount	APC	SMT750RM2UC	120	750va	1 phase	1	$ 928.00	30%	750VA LCD RM 2U 120V with SmartConnect	3 years repair or replace excluding battery, 2 yr on battery
	Tower	APC	SMC1000C	120	1000va	1 phase	1	$ 688.00	30%	1000VA/700W, 120V	2 years repair or replace
	Rack Mount	APC	SMC1000-2UC	120	1000va	1 phase	1	NOT AVAILABLE	30%	APC Smart-UPS, Line Interactive, 1000VA, Rackmount 2U,	Limited warranty - 2 years
	Tower	APC	SMC1500C	120	1500va	1 phase	1	$ 899.00	30%	APC Smart-UPS X 1500VA Rack/Tower LCD 120V with Netw	2 years repair or replace
	Rack Mount	APC	SMC1500-2UC	120	1500va	1 phase	1	NOT AVAILABLE	30%	APC Smart-UPS, Line Interactive, 1500VA, Rackmount 2U,	3 years repair or replace excluding battery, 2 yr on battery
	Rack/Tower	APC	SMX1500RM2U	120	1500va	1 phase	1	$ 1,750.00	30%	APC Smart-UPS X 1500VA Rack/Tower LCD 120V	3 years repair or replace excluding battery, 2 yr on battery
	Rack/Tower	APC	SMX1500RMNCUS	120	1500va	1 phase	1	$ 2,895.00	35%	APC Smart-UPS X 1500VA Rack/Tower LCD 120V with Netw	3 years repair or replace excluding battery, 2 yr on battery
	Rack Mount	Eaton	5P550R	120	550va	1 phase	1	$ 543.00	24%	5P 550 VA 120V rackmount 1U	3 year on electronics, 3 year on batteries with registration
	Rack Mount	Eaton	5P750R	120	750va	1 phase	1	$ 810.00	24%	5P 750 VA 120V rackmount 1U	3 year on electronics, 3 year on batteries with registration
	Rack/Tower	Eaton	5P1500RT	120	1500va	1 phase	1	$ 1,179.00	24%	5P 1500 VA 120V 2U	3 year on electronics, 3 year on batteries with registration
Added 9-15-2023	Rackmount	Eaton	5P1500RC	120	1440va	1 phase	1	$ 1,197.00	25%	5P 1440 VA 120V rackmount UPS	3 year on electronics, 3 year on batteries with registration
	Tower	Eaton	5P750	120	750va	1 phase	1	$ 489.00	24%	5P 750 120V Tower VA/Watts 750/600	3 year on electronics, 3 year on batteries with registration
	Tower	Eaton	5P1000	120	1000va	1 phase	1	$ 653.00	24%	5P 1000 120V Tower VA/Watts 1000/770	3 year on electronics, 3 year on batteries with registration
	Rack/Tower	Eaton	5PX1000RT	120	1000va	1 phase	1	$ 877.00	24%	Eaton 5PX 1000 VA 120V 2U Line Interactive	3 year on electronics, 3 year on batteries with registration
	Rack/Tower	Eaton	5PX1500RT	120	1500va	1 phase	1	$ 1,215.00	24%	Eaton 5PX 1500 VA 120V 2U Line Interactive	3 year on electronics, 3 year on batteries with registration
	Tower	Eaton	9SX700	120	700va	1 phase	1	$ 1,322.00	30%	9SX 700 120V TOWER	2 years - Parts, electronics and batteries coverage
	Tower	Eaton	9SX1000	120	1000va	1 phase	1	$ 1,686.00	30%	9SX 1000 120V TOWER	2 years - Parts, electronics and batteries coverage
	Rackmount	Tripplite	SMART500RT1UTAA	120	500va	1 phase	1	$ 438.00	30%	TAA-Compliant SmartPro 120V 500VA 300W Line-Interacti	2-year limited warranty
	Tower Desktop	Tripplite	INTERNET600U	120	600va	1 phase	1	$ 150.00	30%	600VA 325W Standby UPS - 10 NEMA 5-15R Outlets, 120V	3-year limited warranty
	Tower Desktop	Tripplite	ECO750UPSTAA	120	750va	1 phase	1	$ 238.00	30%	750VA TAA-Compliant ECO-UPS Energy-Saving UPS System	3-year limited warranty
	Tower Desktop	Tripplite	ECO900UPSM	120	900va	1 phase	1	Not Available	30%	Eco 900VA Energy Saving Standby 120V 12-Outlet UPS wit	3-year limited warranty
	Rackmount	Tripplite	OMNIVS1000	120	1000va	1 phase	1	$ 365.00	30%	OmniVS 120V 1000VA 500W Line-Interactive UPS, Tower,	3-year limited warranty
	Rackmount	Tripplite	SU1500RTXLCD2U	120	1500va	1 phase	1	$ 2,110.00	30%	SmartOnline 120V 1.5kVA 1.2kW Double-Conversion UPS,	2-year limited warranty
	Tower	Xtreme	J60-350	120	350VA	1 phase	1	$ 483.00	30%	350VA/200W Standby UPS; 120VAC	5 years electronics, 5 years battery warranty
	Tower	Xtreme	J60-600	120	600VA	1 phase	1	$ 824.00	30%	600VA/360W Standby UPS; 120VAC	5 years electronics, 5 years battery warranty
	Rackmount	Xtreme	J60i-350	120	350Va	1 phase	1	$ 483.00	30%	350VA/200W Standby UPS J60 Lithium UPS 90000472	
	Rackmount	Xtreme	J60i-600	120	600VA	1 phase	1	$ 824.00	30%	600VA/360W Standby UPS; 230VAC; C14 inlet 90000777	
	Rackmount	Xtreme	V80-700	120	700VA	1 phase	1	$ 549.00	30%	700VA/420W; Line-Interactive UPS; 2U	3 years electronics, 3 years battery warranty
	Rackmount	Xtreme	V80-1000	120	1000VA	1 phase	1	$ 725.00	30%	1000VA/600W; Line-Interactive UPS; 2U	3 years electronics, 3 years battery warranty
	Tower	Xtreme	S70-500 series	120	500VA	1 phase	1	not available	30%	500va 120v tower UPS 90000550	3 years electronics, 3 years battery warranty
	Tower	Xtreme	S71-700 series	120	700VA	1 phase	1	$ 208.00	30%	700va 120v tower UPS 90000551	3 years electronics, 3 years battery warranty
	Tower	Xtreme	S71-1000 series	120	1000VA	1 phase	1	$ 303.00	30%	1000va tower UPS 90000552	3 years electronics, 3 years battery warranty
	Tower	Xtreme	S71-1500 series	120	1500VA	1 phase	1	$ 428.00	30%	1500va 120v Tower UPS 90000616	3 years electronics, 3 years battery warranty
	Rackmount	Xtreme	P90L-1500	120	1250VA	1 phase	1	$ 1,595.00	30%	1250va/1125w 2U 90000912	3 years electronics, 3 years battery warranty
	Rackmount	Xtreme	P90L-2000	120	1250VA	1 phase	1	$ 1,843.00	30%	2U 90000912	3 years electronics, 3 years battery warranty
	Rackmount	Xtreme	V80 Lithium 700-1500 SERIES	120	700VA-3kVA	1 phase	1	Priced per size	30%	V80 Lithium 700-1500 SERIES - 120 Volt with Lithium Batte	5 years electronics, 5 years battery warranty
	Rackmount	Xtreme	T91 Series Double Conversion 700V/	120	700VA-3kVA	1 phase	1	Priced per size	30%	T91 Series Double Conversion 700VA-3KVA UPS	3 years electronics, 3 years battery warranty
	Tower	Vertiv / Liebert	PSI5-750MT120	120	750VA	1 phase	1	$ 640.00	32%	PSI5 Mini Tower UPS, 750VA/675W, 120V	Two-year, full unit coverage, including the battery.
	Rack / Tower	Vertiv / Liebert	PSI5-1100RT120	120	1100VA	1 phase	1	$ 1,113.00	33%	PSI5 2U Rack/Tower UPS, 1100VA/990W, 120V	Two-year, full unit coverage, including the battery.
	Rack / Tower	Vertiv / Liebert	PSI5-1500RM1201U	120	1500VA	1 phase	1	$ 1,506.00	32%	PSI5 1U UPS, 1440VA/1350W, 120V	Two-year, full unit coverage, including the battery.
	Tower	Vertiv / Liebert	PSI5-1500MT120	120	1500VA	1 phase	1	$ 950.00	32%	PSI5 Mini Tower UPS, 1440VA/1350W, 120V	Two-year, full unit coverage, including the battery.
	Tower	Toshiba	T1S0A1000AXA	120	1 Kva	1 phase	1	Not Available *	30%	True On-Line, Double-Conversion UPS	3-Year On-Site Warranty
	Rackmount	Toshiba	T1S0A1000AXAR2	120	1 Kva	1 phase	1	Not Available *	30%	True On-Line, Double-Conversion UPS	3-Year On-Site Warranty
	Tower	Toshiba	T1S0A1500AXA	120	1.5 Kva	1 phase	1	Not Available *	30%	True On-Line, Double-Conversion UPS	3-Year On-Site Warranty
	Rackmount	Toshiba	T1S0A1500AXAR2	120	1.5 Kva	1 phase	1	Not Available *	30%	True On-Line, Double-Conversion UPS	3-Year On-Site Warranty
	Tower	Toshiba	T1S0A2000AXA	120	2 kva	1 phase	1	Not Available *	30%	True On-Line, Double-Conversion UPS	3-Year On-Site Warranty
	Rackmount	Toshiba	T1S0A2000AXAR2	120	2 kva	1 phase	1	Not Available *	30%	True On-Line, Double-Conversion UPS	3-Year On-Site Warranty
	Tower	Toshiba	T1S0A3000AXA	120	3 kva	1 phase	1	Not Available *	30%	True On-Line, Double-Conversion UPS	3-Year On-Site Warranty
	Rackmount	Toshiba	T1S0A3000AXAR2	120	3 kva	1 phase	1	Not Available *	30%	True On-Line, Double-Conversion UPS	3-Year On-Site Warranty
								*OEM will not provide list pricing - Price upon request			
								ACTUAL QUOTES AVAILABLE UPON REQUEST WHEN A SPECIFIC MODEL IS INDICATED			

Average %
29%

Docusign Envelope ID: E76BB3E0-11FF-43B5-9782-EDC7F339B41C

Tier 2 1500VA 20kVA Network & Server UPS - Larger single Phase Power Protection solution designed for networking equipment including entry level to high performance storage, switches and servers. Include Batteries and any other items within the catalog that support this Tier.
Warranty, Manufacturer, Manufacturers Part Number, List Price, Percent off List Price are mandatory and UNSPCS Codes are requested

UNSPCS CODE	Model	Manufacturer	Manufacturer Part Number	VAC	VA	Phase	Qty	List Price (MSRP)	Percent off List Price	Description	Warranty
	Rack/Tower	APC	SMX2000RMLV2UNC	100-127	2000va	1 phase	1	$ 4,250.00	35%	2000VA Rack/Tower LCD 100-127V with Network Card	3 years repair or replace (excluding battery) and 2 years for battery
	Rack/Tower	APC	SMX3000RMLV2UNC	100-127	3000va	1 phase	1	$ 4,790.00	35%	3000VA Rack/Tower LCD 100-127V with Network Card	3 years repair or replace (excluding battery) and 2 years for battery
	Rack Mount	APC	SRT2200RMXLA	120	2200va	1 phase	1	$ 3,205.00	35%	2200VA RM 120V	3 years repair or replace (excluding battery) and 2 years for battery
	Rack Mount	APC	SRT3000RMXLT	208	3000va	1 phase	1	$ 5,890.00	35%	3000VA RM 208V	3 years repair or replace (excluding battery) and 2 years for battery
	Tower	APC	SRT3000XLA	120	3000va	1 phase	1	$ 5,765.00	35%	3000VA 120V	3 years repair or replace (excluding battery) and 2 years for battery
	Rack Mount	APC	SRT5KRMXLT	208	5000va	1 phase	1	$ 10,225.00	35%	5000VA RM 208V	3 years repair or replace (excluding battery) and 2 years for battery
	Tower	APC	SRT5KXLT	208	5000va	1 phase	1	$ 9,615.00	35%	5000VA 208V	3 years repair or replace (excluding battery) and 2 years for battery
	Rack Mount	APC	SRT6KRMXLT	208	6000va	1 phase	1	$ 11,700.00	35%	6000VA RM 208V	3 years repair or replace (excluding battery) and 2 years for battery
	Tower	APC	SRT6KXLT	208	6000va	1 phase	1	$ 11,045.00	35%	6000VA 208V	3 years repair or replace (excluding battery) and 2 years for battery
	Rack Mount	APC	SRT8KRMXLT	208	8000va	1 phase	1	$ 13,785.00	35%	8000VA RM 208V	3 years repair or replace (excluding battery) and 2 years for battery
	Tower	APC	SRT8KXLT	208	8000va	1 phase	1	$ 13,150.00	35%	8000VA 208V	2 years repair or replace
	Tower	APC	SYA8K16P	208/240	8kva-16kva	1 phase	1	$ 24,375.00	35%	Symmetra LX 8kVA Scalable to 16kVA N+1, Tower 208/240V	2 years repair or replace
	Rack Mount	APC	SURT15KRMXLT	208	15kVA	1 phase	1	$ 27,795.00	35%	APC Smart-UPS RT 15kVA, 208V, LCD, rackmount, 12U, 4x NEMA L6-20R & 2x NEMA L6-30R c	2 years repair or replace
	Rack/Tower	Eaton	5P1500RT	120	1500va	1 phase	1	$ 1,122.45	25%	5P 1500 VA 120V 2U	3 year on electronics, 3 year on batteries with registration.
	Rack/Tower	Eaton	5P2200RT	120	2200va	1 phase	1	$ 1,645.35	25%	5P 2200 VA 120V 2U	3 year on electronics, 3 year on batteries with registration.
	Rack/Tower	Eaton	5P3000RT	120	3000va	1 phase	1	$ 1,971.00	25%	5P 3000 VA 120V 2U	3 year on electronics, 3 year on batteries with registration.
	Rack/Tower	Eaton	5PX2200RT	120	2200va	1 phase	1	$ 1,983.00	25%	Eaton 5PX 2200 VA 120V 2U Line Interactive	3 year on electronics, 3 year on batteries with registration.
	Rack/Tower	Eaton	5PX3000RT3U	120	3000va	1 phase	1	$ 2,420.00	25%	Eaton 5PX 3000 VA 120V 3U Line Interactive	3 year on electronics, 3 year on batteries with registration.
	Tower	Eaton	9SX1500	120	1500va	1 phase	1	$ 2,151.00	25%	9SX 1500 120V TOWER	2 years - Parts, electronics and batteries coverage
	Tower	Eaton	9SX2000	120	2000va	1 phase	1	$ 2,794.00	25%	9SX 2000 120V TOWER	2 years - Parts, electronics and batteries coverage
	Tower	Eaton	9SX3000	120	3000va	1 phase	1	$ 5,234.25	25%	9SX 3000 120V TOWER	2 years - Parts, electronics and batteries coverage
	Rack/Tower	Eaton	9PX5K	208	5000va	1 phase	1	$ 7,560.00	25%	5 kVA 9PX UPS 5000/4500 Hardwired	2 years - Parts, electronics and batteries coverage
	Rack/Tower	Eaton	9PX6K-10	208	6000va	1 phase	1	$ 8,479.80	25%	6 kVA 9PX UPS w/ 10ft cord Hardwire	2 years - Parts, electronics and batteries coverage
	Tower	Eaton	9155 8 kVA	208	8kVA	1 phase	1	$ 15,508.50	25%	32 Battery (2-high)Online double-conversion UPS K40811000000000	2-year parts, 90 days onsite labor from startup
	Tower	Eaton	9155 15 kVA	208	15kVA	1 phase	1	$ 20,422.50	25%	32 Battery (2-high) Online double-conversion UPS K41511000000000	2-year parts, 90 days onsite labor from startup
	Rack/Tower	Eaton	9PXM12S16K	208	16kVA	1 phase	1	$ 30,984.00	25%	16kva Online double-conversion UPS w 12slot enclosure & 8 battery modules	2 years - Parts, electronics and batteries coverage
	Rack/Tower	Eaton	9PX10KSP	208	10kva	1 phase	1	$ 14,992.00	25%	Online Rack/Tower UPS 10000VA/9000W, 120/208 or 120/240v Hardwired	3-YEAR FACTORY WARRANTY
	Rack/Tower	Eaton	EBM360SP	208	N/A	1 phase	1	$ 2,506.00	25%	Split Phase Series Extended Rack/Tower Battery Module Includes 4 post rail kit	3-year limited warranty
	Bypass PM	Eaton	BPM125DR	208	N/A	1 phase	1	$ 4,537.00	25%	Bypass Power Module Wall Mount, Make Before Break Hardwired Input	2-year limited warranty
	ePDU vertical	Eaton	EMI201-10	208	N/A	1 phase	1	$ 1,793.00	25%	Eaton G3 Metered Input ePDU Veritcal Mount single phase	3-year limited warranty
	Rack PDU	Eaton	EATS120	208	N/A	1 phase	1	$ 1,459.00	25%	ATS rack PDU, 1U (2) 5-20P input, 1.92 kWmas, 120V, 16A 6ft cord	3-year limited warranty
	Rack Mount	Vertiv / Liebert	GXT5-2000IRT2UXL	120	2000va	1 phase	1	$ 3,014.00	25%	GXT5 UPS - 2000VA/2000W 230V | Online Rack Tower	3 year limited warranty
	Rack Mount	Vertiv / Liebert	GXT5-3000LVRT2UXL	120	3000va	1 phase	1	$ 5,019.00	25%	GXT5, 3000VA/2700W, 120V Online UPS	3 year limited warranty
	Rack Mount	Vertiv / Liebert	GXT5-5000HVRT5UXLN	208	5000va	1 phase	1	$ 7,776.00	25%	GXT5, 5,000VA/5,000W, 208VAC	3 year limited warranty
	Rack Mount	Vertiv / Liebert	GXT5-8000MVRT6UXLN	208	8000va	1 phase	1	$ 11,733.00	25%	GXT5, 8,000VA/8,000W, 208VAC	3 year limited warranty
	Rack / Tower	Vertiv / Liebert	GXT5-15KMVRT11UXLN	208	15kVA	1 phase	1	$ 23,317.00	25%	GXT5 UPS - 15kVA/15kW | 208 and 120VAC | Online UPS Rack/Tower	3 year limited warranty
	Rack Mount	Vertiv / Liebert	GXT5-20KMVRT11UXLN	208	20kVA	3 phase	1	$ 27,007.00	25%	GXT5 UPS - 20kVA/20kW | 208/120VAC | Online UPS Rack/Tower	3 year limited warranty
	Rackmount	Tripplite	SMART2200RMXL2U	120	2200va	1 phase	1	$ 2,364.00	30%	SmartPro 120V 2.2kVA 1.92kW Line-Interactive Sine Wave UPS, 2U, Extended Run, Network (	2 years (or 3 years with product registration)
	Rackmount	Tripplite	SMART3000RM2U	120	3000va	1 phase	1	$ 2,567.00	30%	SmartPro 120V 3kVA 2.25kW Line-Interactive Sine Wave UPS, 2U, Extended Run, Network Ca	2 years (or 3 years with product registration)
	Tower	Tripplite	SMART3000SLT	120	3000va	1 phase	1	Not available	30%	SmartPro 120V 3kVA 2.25kW Line-Interactive Sine Wave UPS, Tower, Network Card Options,	2 years (or 3 years with product registration)
	Rackmount	Tripplite	SMX5000XLRT3U	230	5000va	1 phase	1	$ 5,083.00	30%	SmartPro 230V 5kVA 3.75kW Line-Interactive Sine Wave UPS, 3U, Extended Run, Network Ca	2-year limited warranty
	Rackmount	Tripplite	SMART5000RT3U	208/120	5000va	1 phase	1	$ 7,680.00	30%	SmartPro 208 & 120V 5kVA 4kW Line-Interactive Sine Wave UPS, 6U, Extended Run, Network	2 years (or 3 years with product registration)
	Rackmount	Tripplite	SU8000RT3UPM	208	8000va	1 phase	1	Not available	30%	SmartOnline 200-240V 8kVA 7.2kW Hot-Swap Spare Power Module - for redundant power a	2-year limited warranty
	Rackmount	Tripplite	SU10000RT3U2TF	208/120	10000va	1 phase	1	Not available	30%	SmartOnline 208/120V 10kVA 9kW Double-Conversion UPS, 10U, Extended Run, Network Ca	2-year limited warranty
	Rackmount	Tripplite	SU12000RT4UHW	208/240/120	12000va	1 phase	1	Not available	35%	SmartOnline 208/240 & 120V 12kVA 8.4kW Double-Conversion UPS, 8U, Extended Run, Netv	2-year limited warranty
	Tower	Tripplite	SV20KS1P1B	208	20kva	3 phase	1	Not available	35%	SmartOnline SV Series 20kVA Small-Frame Modular Scalable 3-Phase On-Line Double-Conver	1-year limited warranty
	Tower	Xtreme	S70-2000 series	120	2000va	1 phase	1	Not available	30%	2000va 120v Tower UPS 90000554	3 years electronics, 3 years battery warranty
	Rackmount	Xtreme	P80-2000	120	2000va	1 phase	1	$ 1,374.00	30%	2000va /1800w 2U	3 years electronics, 3 years battery warranty
	Rackmount	Xtreme	P80-2200	120	2200va	1 phase	1	$ 1,499.00	30%	2200VA/2000W 2U	3 years electronics, 3 years battery warranty
	Rackmount	Xtreme	P80-3000	120	3000va	1 phase	1	$ 1,902.00	30%	3000VA/2700W 2U	3 years electronics, 3 years battery warranty
	Rackmount	Xtreme	P80- 5000	208/230	80kVA	1 phase	1	$ 3,025.00	30%	5000va-4500w 2U	3 years electronics, 3 years battery warranty
	Tower	Xtreme	M90S-4S6K1	208/120	6kVA	1 phase	1	$ 12,333.00	30%	6kva/6kw system w/ 1 battery module	3 years electronics, 3 years battery warranty
	Tower	Xtreme	M90S-4S6K2	208/120	6kVA	1 phase	1	$ 14,568.00	30%	6kva/6kw system w/ 2 battery modules	3 years electronics, 3 years battery warranty
	Tower	Xtreme	M90S-4S12K2	208/120	12kVA	1 phase	1	$ 19,107.00	30%	12kva/12kw system w/ 2 battery modules	3 years electronics, 3 years battery warranty
	Tower	Xtreme	M90S-6S18k3	208/120	18kVA	1 phase	1	$ 28,716.00	30%	18kva /18kw system w/ 3 battery modules	3 years electronics, 3 years battery warranty
	Rackmount	Xtreme	P91 1-3K SERIES	120	1kVA-3kVA	1 phase	1	Priced per size	30%	P91 1-3K SERIES - 120 Volt with Lithium-Ion Batteries	3 years electronics, 3 years battery warranty
	Tower	Toshiba	H3BG2L060C61T	240/208/120	6 kva	1 phase	1	Not Available *	30%	True On-Line, Double-Conversion UPS	3-Year On-Site Warranty
	Tower	Toshiba	H3BG2L080C61T	240/208/120	8 kva	1 phase	1	Not Available *	30%	True On-Line, Double-Conversion UPS	3-Year On-Site Warranty
	Tower	Toshiba	H3BG2L100C61T	240/208/120	10 kva	1 phase	1	Not Available *	30%	True On-Line, Double-Conversion UPS	3-Year On-Site Warranty
	Tower	Toshiba	H3BG2L140C61T	240/208/120	14 kva	1 phase	1	Not Available *	30%	True On-Line, Double-Conversion UPS	3-Year On-Site Warranty
								*OEM will not provide list pricing - Price upon request			
								ACTUAL QUOTES AVAILABLE UPON REQUEST WHEN A SPECIFIC MODEL IS INDICATED			

Average %
29%

Docusign Envelope ID: E76BB3E0-11FF-43B5-9782-EDC7F339B41C

Tier 3 10kVA - 100kVA Small to Mid Size Data Centers - small three phase. Power protection solutions designed for centralized protection of any data center and for complete bilding systems. Include Batteries and any other items within the catalog that support this tier.
Warranty, Manufacturer, Manufacturers Part Number, List Price, Percent off List Price are mandatory and UNSPCS Codes are requested.

UNSPCS CODE	Model	Manufacturer	Manufacturer Part Number	VAC	VA	Phase	Qty	List Price (MSRP)	Percent off List Price	Description	Warranty
	Tower	APC	SYA16K16P	208		1 phase	1	$ 38,025.00	30%	Symmetra LX 16kVA Scalable to 16kVA N+1 Tower, 208/240V	2 years repair or replace
	Rack Mount	APC	SURT20KRMXLT	208		1 phase	1	$ 33,345.00	30%	Smart-UPS RT 20kVA RM 208V	2 years repair or replace
	Tower	APC	SY40K40F	208		3 phase	1	$ 68,800.00	30%	PX 40kW Scalable to 40kW N+1, 208V	1 year on-site repair or replace with factory authorized Start-Up
	Tower	APC	SY60K100F	208		3 phase	1	$ 99,665.00	30%	Symmetra PX 60kW Scalable to 100kW, 208V with Startup	1 year on-site repair or replace with factory authorized Start-Up
	Tower	APC	SY60K100F-NB	208		3 phase	1	$ 56,435.00	35%	Symmetra PX 80kW Scalable to 100kW, 208V with Startup	1 year on-site repair or replace with factory authorized Start-Up
	Tower	APC	SY80K100F	208		3 phase	1	$ 119,215.00	30%	Symmetra PX 80kW Scalable to 100kW, 208V with Startup	1 year on-site repair or replace with factory authorized Start-Up
	Tower	APC	SY80K100F-NB	208		3 phase	1	$ 66,940.00	35%	Symmetra PX 80kW Scalable to 100kW, 208V with Startup, No Battery	1 year on-site repair or replace with factory authorized Start-Up
	Tower	APC	GVSUPS20KB4FS	208		3 phase	1	$ 33,005.00	30%	Galaxy VS UPS 20kW 208V, 2 internal 9Ah smart modular battery strings,	1 year on-site repair or replace with factory authorized Start-Up
	Tower	APC	GVSUPS40KFS	208		3 phase	1	$ 37,930.00	30%	Galaxy VS UPS 40kW 208V for External Batteries, Start-up 5x8	1 year on-site repair or replace with factory authorized Start-Up
	Tower	APC	GVSUPS40KB4GS	480		3 phase	1	$ 43,210.00	30%	Galaxy VS UPS 40kW 480V, 2 internal 9Ah smart modular battery strings, expandable	1 year on-site repair or replace with factory authorized Start-Up
	Tower	APC	GVSUPS60KFS	208		3 phase	1	$ 50,225.00	30%	Galaxy VS 60kW 208V for external batteries, Start-up 5x8	1 year on-site repair or replace with factory authorized Start-Up
	Tower	APC	GVSUPS60K0B5GS	480		3 phase	1	$ 42,370.00	30%	Galaxy VS UPS 60kW 480V for up to 5 internal 9Ah smart modular battery strings, Start-up 5x8	1 year on-site repair or replace with factory authorized Start-Up
	Tower	APC	GVSUPS80KB5GS	208		3 phase	1	$ 65,085.00	30%	Galaxy VS UPS 80kW 480V, 3 internal 9Ah smart modular battery strings, expandable	1 year on-site repair or replace with factory authorized Start-Up
	Tower	APC	GVSUPS80K0B5GS	480v		3 phase	1	$ 50,375.00	30%	Galaxy VS UPS 80kW 480V for up to 5 internal 9Ah smart modular battery strings, Start-up 5x8	1 year on-site repair or replace with factory authorized Start-Up
	Tower	APC	GVSUPS100KB5GS	208		3 phase	1	$ 70,475.00	30%	Galaxy VS UPS 100kW 480V, 3 internal 9Ah smart modular battery strings expandable	1 year on-site repair or replace with factory authorized Start-Up
	Tower	APC	GVSUPS100K0B5GS	480v		3 phase	1	$ 55,765.00	30%	Galaxy VS UPS 100kW 480V for up to 5 internal 9Ah smart modular battery strings, Start-up 5x8	1 year on-site repair or replace with factory authorized Start-Up
	Rack Mount	Eaton	BladeUPS 12 kw	208		1 phase	1	$ 15,540.00	25%	HW in/HW out ulti-mode three-phase rack mount UPS	18 months from date of shipment
	Rack Mount	Eaton	BladeUPS 24 kw	208		3 phase	1	$ 41,050.00	25%	BladeUPS Pre-Assembled Top Entry 24 k ZP222100DXXX000	18 months from date of shipment
	Rack Mount	Eaton	BladeUPS 36 kw	208		3 phase	1	$ 50,925.00	25%	BladeUPS Pre-Assembled Top Entry 36 kW ZP2231000XXX000	18 months from date of shipment
	Rack Mount	Eaton	BladeUPS 48 kw	208		3 phase	1	$ 62,370.00	25%	BladeUPS Pre-Assembled Top Entry 48 kw ZP22410000XX000	18 months from date of shipment
	Rack Mount	Eaton	BladeUPS 60 kw	208		3 phase	1	$ 78,330.00	25%	BladeUPS Pre-Assembled Top Entry 60 kw ZP225150000X000	18 months from date of shipment
	Tower	Eaton	9355 20kva	208		3 phase	1	$ 30,850.00	25%	9355 20 kVA with Internal Batteries KB20132000000110	1-year parts, 90 days onsite labor from startup
	Tower	Eaton	9355 30kva	208		3 phase	1	$ 42,380.00	25%	9355 30 kVA with Internal Batteries KB30131000000110	1-year parts, 90 days onsite labor from startup
	Tower	Eaton	93PM 50kw	480		3 phase	1	$ 71,692.00	25%	93PM 50 kW UPS check - for Internal batteries, 3 strings 9PF05N0029E40R2	1-year on-site 24x7, 8-hour response parts and labor from startup
	Tower	Eaton	93PM 60kw	208		3 phase	1	$ 86,652.00	25%	93PM 60 kW UPS with internal batteries 4 strings 9GC312A405E20R1	1-year on-site 24x7, 8-hour response parts and labor from startup
	Tower	Eaton	93PM 100kw	480		3 phase	1	$ 93,352.00	25%	93PM 100 kW Rating/400kW Frame UPS, 9P010D0000A00R2	1-year on-site 24x7, 8-hour response parts and labor from startup
	Tower	Vertiv / Liebert	EXM 10kva	208	10kVA	3 phase	1	Not Available *	30%	Liebert® EXM 3-Phase UPS	1 year
	Tower	Vertiv / Liebert	EXM 20kva	208	20kVA	3 phase	1	Not Available *	30%	Liebert® EXM 3-Phase UPS	1 year
	Tower	Vertiv / Liebert	EXM 40kva	208	40kVA	3 phase	1	Not Available *	30%	Liebert® EXM 3-Phase UPS	1 year
	Tower	Vertiv / Liebert	EXM 60kva	208	60kVA	3 phase	1	Not Available *	30%	Liebert® EXM 3-Phase UPS	1 year
	Tower	Vertiv / Liebert	EXM 80kva	208	80kVA	3 phase	1	Not Available *	30%	Liebert® EXM 3-Phase UPS	1 year
	Tower	Vertiv / Liebert	EXM 100kva	208	100kVA	3 phase	1	Not Available *	30%	Liebert® EXM 3-Phase UPS	1 year
	Tower	Tripplite	SU20KRTHWTFASSM	240/120	20kva	1 phase	1	Not available	30%	SmartOnline 240 & 120V 20kVA 18kW Double-Conversion UPS in 25U enclosure, Pre-installed Net	2-year limited warranty
	Rackmount	Tripplite	SU20KRTB	200-240	20kva	1 phase	1	Not available	30%	Tripp Lite Smart-UPS 20kVA RM 18000W PDU Online 200-240V 12U	2-year limited warranty
	Tower	Tripplite	SV40KM2P2B	208	40kva	3 phase	1	Not available	30%	Tripp Lite 40kVA Smart-Online 3-Phase UPS Medium Frame Modular, 2 Batteries	1-year limited warranty
	Tower	Tripplite	SV20KM1P1B	208	20kva	3 phase	1	Not available	30%	Tripp Lite 20kVA Smart-Online 3-Phase UPS Medium Frame Modular, 1 Battery	1-year limited warranty
	Tower	Tripplite	SVX60KM2P3B	400/230	60kva	3 phase	1	Not available	30%	Tripp Lite 60kVA Smart Online 3-Phase UPS 400/230V Medium Frame 3 Batteries	1-year limited warranty
	Tower	Tripplite	SVX90KM3P5B	400/230	90kva	3 phase	1	Not available	30%	Tripp Lite 90kVA Smart Online 3-Phase UPS 400/230V Medium Frame 5 Batteries	1-year limited warranty
	Tower	Tripplite	S3MT-100K480V	480v	100kva	3 phase	1	Not available	30%	Tripp Lite Ups 3PHASE Smart Online 100KVA Input Isolation Transformer 480V	2-year limited warranty
	Tower	Tripplite	SV100KL	208/120	100kva	3 phase	1	Not available	30%	Tripp Lite 100kVA Smart-Online 3-Phase UPS Large Frame Modular 208/120V 50/60 Hz	1-year limited warranty
	Tower	Tripplite / Eaton	9PXM12S20K	208-240V	20 kva	3 phase	1	Not available	30%	9PXM 20kVA 18kW 208-240V N+1 Modular Scalable Online Double-Conversion UPS	1-year limited warranty
	Tower	Xtreme	M90S-6S24K4	208/120	24kva	1 phase	1	$ 43,778.00	30%	24kva/24kw system with 4 battery modules in a BC7 Enclosure	3 years electronics, 3 years battery warranty
	Tower	Xtreme	M90LU-20k	208/120	20kVA	1 phase	1	$ 20,680.00	30%	20kva / 18kw No internal batteries	2 years (USA and Canada)
	Tower	Xtreme	M90LU-40k	208/120	40kVA	3 phase	1	$ 30,300.00	30%	40kva / 36kw No internal batteries	2 years (USA and Canada)
	Tower	Xtreme	M90LU-60k	208/120	60kVA	3 phase	1	$ 39,380.00	30%	60kva / 54kw No internal batteries	2 years (USA and Canada)
	Tower	Xtreme	M90-BC	208/120	BC	3 phase	1	$ 13,420.00	30%	M90S-12S Matching External Modular Battery Cabinet.	2 years (USA and Canada)
	Tower	Xtreme	M90U80-40K12B	208/120	80kVA	3 phase	1	$ 53,768.00	35%	40KVA/40KW; Modular online 208/120 VAC three-phase UPS with internal battery	2 years (USA and Canada)
	Tower	Xtreme	M90U80-80K14B	208/120	80kVA	3 phase	1	$ 74,646.00	30%	80KVA/80KW; Modular online 208/120 VAC three-phase UPS with internal battery.	2 years (USA and Canada)
	Tower	Toshiba	4400F3F150XA	208V	15 kva	3 phase	1	Not Available *	35%	4400 series True On-Line, Double-Conversion Optional Voltage '200,220,230,240,380,400,415,48	3-Year On-Site Warranty
	Tower	Toshiba	4400F3F200XA	208V	20 kva	3 phase	1	Not Available *	35%	4400 series True On-Line, Double-Conversion Optional Voltage '200,220,230,240,380,400,415,48	3-Year On-Site Warranty
	Tower	Toshiba	4400F3F300XA	208V	30 kva	3 phase	1	Not Available *	35%	4400 series True On-Line, Double-Conversion Optional Voltage '200,220,230,240,380,400,415,48	3-Year On-Site Warranty
	Tower	Toshiba	4400F3F500XA	208V	50 kva	3 phase	1	Not Available *	35%	4400 series True On-Line, Double-Conversion Optional Voltage '200,220,230,240,380,400,415,48	3-Year On-Site Warranty
	Tower	Toshiba	4400F3F800XA	208V	80 kva	3 phase	1	Not Available *	35%	4400 series True On-Line, Double-Conversion Optional Voltage '200,220,230,240,380,400,415,48	3-Year On-Site Warranty
								*OEM will not provide list pricing - Price upon request			
						ACTUAL QUOTES AVAILABLE UPON REQUEST WHEN A SPECIFIC MODEL IS INDICATED					

Average %
30%

Docusign Envelope ID: E76BB3E0-11FF-43B5-9782-EDC7F339B41C

Tier 4 101kVA and larger. Mid Size Data Centers and facility UPS large tree phase. Design services, Regular Hourly Rates Price per hour. Include Batteries and any other items within the catalog that support this tier.
Warranty, Manufacturer, Manufacturers Part Number, List Price, Percent off List Price are mandatory and UNSPCS Codes are requested.

UNSPCS CODE	Model	Manufacturer	Manufacturer Part Number	VAC	VA	Phase	Qty	List Price (MSRP)	Percent off List Price	Description	Warranty
	Tower	APC	GVSUPS120KGS	480v	12kVA	Three Phase	1	$ 61,945.00	30%	Galaxy VS 120kW 480V for external batteries, Start-up 5x8	1 year on-site repair or replace with factory authorized Start-Up
	Tower	APC	GVMS160KGF65S	480v	160kVA	Three Phase	1	$ 124,480.00	30%	Galaxy VM 160 kVA UPS Single 480-208 V, 65kAIC, Start up 5x8	1 year on-site repair or replace with factory authorized Start-Up
	Tower	APC	GVMS180KGF65S	480v	180kVA	Three Phase	1	$ 125,385.00	30%	Galaxy VM 180 kVA UPS Single 480-208 V, 65kAIC, Start up 5x8	1 year on-site repair or replace with factory authorized Start-Up
	Tower	APC	GVMS225KGF65S	480v	225kVA	Three Phase	1	$ 140,615.00	30%	Galaxy VM 225 kVA UPS Single 480-208 V, 65kAIC, Start up 5x8	1 year on-site repair or replace with factory authorized Start-Up
	Tower	APC	GVL200K500DS	480v	200kVA	Three Phase	1	$ 91,130.00	30%	Galaxy VL UPS 200 scalable to 500 kW, 400/480V, Start-up 5x8	1 year on-site repair or replace with factory authorized Start-Up
	Tower	APC	GVL300K500DS	480v	300kVA	Three Phase	1	$ 116,680.00	35%	Galaxy VL UPS 300 scalable to 500 kW, 400/480V, Start-up 5x8	1 year on-site repair or replace with factory authorized Start-Up
	Tower	APC	GVL400K500DS	480v	400kVA	Three Phase	1	$ 136,355.00	35%	Galaxy VL UPS 400 scalable to 500 kW, 400/480V, Start-up 5x8	1 year on-site repair or replace with factory authorized Start-Up
	Tower	Eaton	9P115D0000A00R2	480		Three Phase	1	$ 112,355.00	30%	93PM 150 kW Rating/400kW Frame UPS	1-year on-site 24x7, 8-hour response parts and labor from startup
	Tower	Eaton	9P220D0000A00R2	480		Three Phase	1	$ 115,690.00	30%	93PM 200 kW Rating/400kW Frame UPS	1-year on-site 24x7, 8-hour response parts and labor from startup
	Tower	Eaton	9P430D0000A00R2	480		Three Phase	1	$ 136,390.00	30%	93PM 300 kW Rating/400kW Frame UPS	1-year on-site 24x7, 8-hour response parts and labor from startup
	Tower	Eaton	9P640D0000A00R2	480		Three Phase	1	$ 159,045.00	35%	93PM 400 kW Rating/400kW Frame UPS	1-year on-site 24x7, 8-hour response parts and labor from startup
	Tower	Vertiv / Liebert	EXM 100kva	208-480	100kVA	Three Phase	1	Not Available *	30%	Liebert® EXM 3-Phase UPS	One Year Limited Warranty
	Tower	Vertiv / Liebert	EXM 120kva	208-480	120kVA	Three Phase	1	Not Available *	30%	Liebert® EXM 3-Phase UPS	One Year Limited Warranty
	Tower	Vertiv / Liebert	EXM 140kva	208-480	140kVA	Three Phase	1	Not Available *	30%	Liebert® EXM 3-Phase UPS	One Year Limited Warranty
	Tower	Vertiv / Liebert	EXM 180kva	208-480	180kVA	Three Phase	1	Not Available *	30%	Liebert® EXM 3-Phase UPS	One Year Limited Warranty
	Tower	Vertiv / Liebert	EXM 200kva	208-480	200kVA	Three Phase	1	Not Available *	30%	Liebert® EXM 3-Phase UPS	One Year Limited Warranty
	Tower	Vertiv / Liebert	EXM 250kva	208-480	250kVA	Three Phase	1	Not Available *	30%	Liebert® EXM 3-Phase UPS	One Year Limited Warranty
	Tower	Tripplite	SV120KL	208/120	120kva	Three Phase	1	Not available	30%	Smart Online 3 phase large frame Modular	1-year limited warranty
	Tower	Tripplite	SV140KL7P	208/120	140kva	Three Phase	1	Not available	30%	Smart Online 3 phase Modular	1-year limited warranty
	Tower	Tripplite	SVX150KL	208	150kva	Three Phase	1	Not available	30%	50kVA / 150kW modular, scalable, 3-phase, Large-Frame tower	2-year limited warranty
	Tower	Xtreme	M90U140-120K	208/120	120kVA	Three Phase	1	$ 84,700.00	30%	M90-140 Modular Online Three Phase UPS / 120kva / 108kw no internal batter	2 years (USA and Canada)
	Tower	Xtreme	M90U140-140K	208/120	140kVA	Three Phase	1	$ 94,050.00	30%	M90-140 Modular Online Three Phase UPS / 140 kva / 126kw no internal batter	2 years (USA and Canada)
	Tower	Xtreme	M90-BC-32B	208/120		Three Phase	1	$ 49,500.00	30%	Includes M90-BC Battery Cabinet and (32) M90-BCBAT Batt Modules	2 years (USA and Canada)
	Tower	Toshiba	T90S3S10KS6XSN2	480V	100 kva	Three Phase	1	Not Available *	30%	G9000 SERIES True On-Line, Double-Conversion	3-Year On-Site Warranty
	Tower	Toshiba	T90S3S16KS6XSN2	480V	160 kva	Three Phase	1	Not Available *	30%	G9000 SERIES True On-Line, Double-Conversion	3-Year On-Site Warranty
	Tower	Toshiba	T90S3S16KS6XSN2	480V	225 kva	Three Phase	1	Not Available *	30%	G9000 SERIES True On-Line, Double-Conversion	3-Year On-Site Warranty
	Tower	Toshiba	T90S3S30KS6XSN	480V	300 kva	Three Phase	1	Not Available *	30%	G9000 SERIES True On-Line, Double-Conversion	3-Year On-Site Warranty
	Tower	Toshiba	T90S3S50KS6XSF	480V	500 kva	Three Phase	1	Not Available *	30%	G9000 SERIES True On-Line, Double-Conversion	3-Year On-Site Warranty
								*OEM will not provide list pricing - Price upon request			
						ACTUAL QUOTES AVAILABLE UPON REQUEST WHEN A SPECIFIC MODEL IS INDICATED					

Average %
31%

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Service Classification Rate Card					
Classification	Job Description	Half Hour	One Hour	Emergency	After Hours
Design Services	Design plans for projects	N/A	$99.00	N/A	N/A
Installation Services	Install New Equipment, Batteries, and Repairs, UPS Maintenance.	N/A	$99.00	$105.00	$120.00
Preventative Maintenance	UPS inspections, testing, reports, recommendations for repairs.	N/A	$99.00	$105.00	$120.00
Emergency Quick Response	Escalated response for trouble shooting, and down units.	N/A	N/A	$105.00	$120.00
Emergency Urgent Response	24/7 and after hours immediate repsonse for trouble shooting, and down units.	N/A	N/A	$105.00	$120.00
Legacy Maintenance	UPS Maintenance on all older model UPS's	N/A	$99.00	$105.00	$120.00
UPS Warehouse Tech	Depot Repairs Single Phase UPS	N/A	$99.00	N/A	N/A
UPS Warehouse Tech	Depot Repairs 3 Phase UPS	N/A	$130.00	N/A	N/A
Electrical Install	Certified Electrician installation labor	N/A	$159.00	$239.00	$239.00

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UNSPCS CODE	Model	Type	Manfacturer *	Manufacturer Part #	V	A.H.	Terminals	Qty	List *	Percent off List	Description	Warranty
26111701	Battery	VRLA	C & D	UPS12-105PLP	12V	26AH	IT	1	$ 279.70	22%	Battery	3 year
26111701	Battery	VRLA	C & D	UPS12-155PLP	12V	35AH	IT	1	$ 356.51	25%	Battery	3 year
26111701	Battery	VRLA	C & D	UPS12-215PLP	12V	53AH	IT	1	$ 414.11	25%	Battery	3 year
26111701	Battery	VRLA	C & D	UPS12-305PLP	12V	80AH	IT	1	$ 514.50	25%	Battery	3 year
26111701	Battery	VRLA	C & D	UPS12-355PLP	12V	93AH	IT	1	$ 567.00	25%	Battery	3 year
26111701	Battery	VRLA	C & D	UPS12-355MRF	12V	108AH	IT	1	$ 506.66	25%	Battery	3 year
26111701	Battery	VRLA	C & D	UPS12-405PLP	12V	103AH	IT	1	$ 586.47	30%	Battery	3 year
26111701	Battery	VRLA	C & D	UPS12-495PLP	12V	141AH	IT	1	$ 867.37	55%	Battery	3 year
26111701	Battery	VRLA	C & D	UPS12-545PLP	12V	149AH	IT	1	$ 892.36	55%	Battery	3 year
26111701	Battery	VRLA	C & D	UPS12-605PLP	12V		IT	1	$ 955.50	35%	Battery	3 year
26111701	Battery	VRLA	C & D	UPS12-600MR	12V	199AH	IT	1	$ 348.52	30%	Battery	3 year
26111701	Battery	VRLA	C & D	UPS12-705PLP	12v	199AH	IT	1	$ 1,195.00	55%	Battery	3 year
26111701	Battery	VRLA	C & D	UPS12-700MRF	12V	206AH	IT	1	$ 1,359.44	55%	Battery	3 year
26111701	Battery	VRLA	C & D	UPS12-1005PLPF	12V	254AH	IT	1	$ 1,895.00	55%	Battery	3 year
26111701	Battery	VRLA	EnerSys DataSafe HX	12HX25	12V	4.5AH	IT	1	$ 47.00	25%	Battery	4 years from date of install
26111701	Battery	VRLA	EnerSys DataSafe HX	12HX35	12V	7.9AH	IT	1	$ 56.00	25%	Battery	4 years from date of install
26111701	Battery	VRLA	EnerSys DataSafe HX	6HX50	6V	11AH	IT	1	$ 49.00	25%	Battery	4 years from date of install
26111701	Battery	VRLA	EnerSys DataSafe HX	12HX50	12V	12AH	IT	1	$ 83.00	25%	Battery	4 years from date of install
26111701	Battery	VRLA	EnerSys DataSafe HX	12HX80	12V	18AH	IT	1	$ 128.00	25%	Battery	4 years from date of install
26111701	Battery	VRLA	EnerSys DataSafe HX	12HX100FR	12V	21AH	IT	1	$ 206.00	25%	Battery	4 years from date of install
26111701	Battery	VRLA	EnerSys DataSafe HX	12HX135	12V	28AH	IT	1	$ 232.00	25%	Battery	4 years from date of install
26111701	Battery	VRLA	EnerSys DataSafe HX	12HX150	12V	32AH	IT	1	$ 258.00	25%	Battery	4 years from date of install
26111701	Battery	VRLA	EnerSys DataSafe HX	12HX205	12V	41AH	IT	1	$ 253.00	25%	Battery	4 years from date of install
26111701	Battery	VRLA	EnerSys DataSafe HX	12HX300	12V	71AH	IT	1	$ 316.00	25%	Battery	4 years from date of install
26111701	Battery	VRLA	EnerSys DataSafe HX	12HX330	12V	82AH	IT	1	$ 349.00	25%	Battery	4 years from date of install
26111701	Battery	VRLA	EnerSys DataSafe HX	12HX400	12V	94AH	IT	1	$ 395.00	25%	Battery	4 years from date of install
26111701	Battery	VRLA	EnerSys DataSafe HX	12HX505	12V	119AH	IT	1	$ 518.00	25%	Battery	4 years from date of install
26111701	Battery	VRLA	EnerSys DataSafe HX	12HX540	12V	123AH	IT	1	$ 561.00	25%	Battery	4 years from date of install
26111701	Battery	VRLA	EnerSys DataSafe HX	12HX560+	12V	129AH	IT	1	$ 663.00	25%	Battery	4 years from date of install
26111701	Battery	VRLA	EnerSys DataSafe HX	12HX800-FR	6V	210AH	IT	1	$ 1,298.00	25%	Battery	4 years from date of install
26111701	Battery	VRLA	Eaton/Powerware	PWHR1234W2FR	12V	8AH	IT	1	$ 59.00	25%	Battery	1 year
26111701	Battery	VRLA	Eaton/Powerware	PWHR12120W3FR	12V	30AH	IT	1	$ 168.00	25%	Battery	1 year
26111701	Battery	VRLA	Eaton/Powerware	PWHR12200W4FR	12V	53.8AH	IT	1	$ 423.00	25%	Battery	1 year
26111701	Battery	VRLA	Eaton/Powerware	PWHR12280W4FR	12V	75AH	IT	1	$ 437.00	25%	Battery	1 year
26111701	Battery	VRLA	Eaton/Powerware	PWHR12330W4FR	12V	90AH	IT	1	$ 506.00	25%	Battery	1 year
26111701	Battery	VRLA	Eaton/Powerware	PWHR12390W4FR	12V	100AH	IT	1	$ 647.00	25%	Battery	1 year
26111701	Battery	VRLA	Eaton/Powerware	PWHR12502W4FR	12V	150AH	IT	1	$ 838.00	25%	Battery	1 year
26111701	Battery	VRLA	Eaton/Powerware	PWHR12540W4FR	12V	161AH	IT	1	$ 902.00	25%	Battery	1 year
26111701	Battery	VRLA	Powersonic	PS-1212	12V	1.4AH	IT	1	$ 11.00	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-12260-NB	12V	26AH	IT	1	$ 60.00	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-612	6V	1.4AH	IT	1	$ 9.00	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-640	6V	4.5AH	IT	1	$ 11.00	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-640F	6V	4.5AH	IT	1	$ 11.00	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-445	4V	4.5AH	IT	1	$ 10.00	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-610	6V	1AH	IT	1	$ 10.00	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-628	6V	2.9AH	IT	1	$ 10.00	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-1220	12V	2.5AH	IT	1	$ 15.00	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-621	6V	2AH	IT	1	$ 12.00	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-670	6V	6.3AH	IT	1	$ 15.00	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-665	6V	6.5AH	IT	1	$ 15.00	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-682	6V	8.5AH	IT	1	$ 17.90	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-682F	6V	9AH	IT	1	$ 17.00	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-1229	12V	2.9AH	IT	1	$ 17.00	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-490	4V	9AH	IT	1	$ 17.00	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PSG-480	4V	8AH	IT	1	$ 19.00	25%	Battery	18 months from MFG DATE

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26111701	Battery	VRLA	Powersonic	PS-4100	4V	10AH	IT	1	$ 15.00	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-1227	12V	2.9AH	IT	1	$ 19.00	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-630	6V	3.5AH	IT	1	$ 14.00	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-1230	12V	3.4AH	IT	1	$ 19.80	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-1250-F2	12V	5AH	F2	1	$ 17.00	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-650LF	6V	5AH	F1	1	$ 19.00	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PSG-450	4V	5AH	IT	1	$ 18.00	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-650LS	6V	5AH	IT	1	$ 16.00	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-1270-F1	12V	7AH	F1	1	$ 15.75	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-1272	12V	7.2AH	F1	1	$ 21.00	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-6100-F1	6V	12AH	F1	1	$ 17.00	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-1251FP	12V	5.5AH	FP	1	$ 21.00	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-632	6V	3.5AH	IT	1	$ 21.00	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-832	8V	3.2AH	F2	1	$ 19.00	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-6100-F2	6V	12AH	F2	1	$ 22.00	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-260	2V	6AH	F1	1	$ 19.80	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-1228	12V	2.8AH	F1	1	$ 26.90	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PSG-680	6V	8AH	F2	1	$ 26.90	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PSG-650	6V	5AH	F2	1	$ 24.70	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-1270-F2	12V	7AH	F2	1	$ 23.00	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-1272-F2	12V	7.2AH	F2	1	$ 23.00	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-1290	12V	9AH	F2	1	$ 27.00	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-1223	12V	2.3AH	PC	1	$ 27.00	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-1221S	12V	2AH	F1	1	$ 25.00	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PSH-12100-FR	12V	10.5AH	F2	1	$ 24.80	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-12100	12V	12AH	F2	1	$ 24.80	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-6120	6V	12AH	FP	1	$ 24.80	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-695	6V	14AH	T1T2	1	$ 27.20	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-1238	12V	3.8AH	F1	1	$ 24.80	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-12120	12V	12AH	F2	1	$ 38.00	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-12140	12V	47AH	F2	1	$ 35.90	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-1221	12V	2AH	F1	1	$ 34.92	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-6200	6V	20AH	NB	1	$ 39.00	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-12180-NB	12V	18AH	NB	1	$ 50.00	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-12180-F2	12V	18AH	F2	1	$ 43.70	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-12200	12V	200AH	NB	1	$ 49.10	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-6360	6V	36AH	F2	1	$ 65.00	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-12260-F2	12V	26AH	F2	1	$ 69.10	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-12280	12V	28AH	NB	1	$ 98.00	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-12350	12V	35AH	NB	1	$ 85.00	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-12330	12V	33AH	NB	1	$ 85.00	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-6580	6V	58AH	F2	1	$ 119.00	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-12400	12V	40AH	IT	1	$ 119.00	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-12550	12V	55AH	NB	1	$ 139.00	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-12750	12V	75AH	NB	1	$ 157.00	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-121000	12V	100AH	NB	1	$ 189.00	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-121100	12V	110AH	NB	1	$ 189.00	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PS-62000	6V	200AH	NB	1	$ 254.00	25%	Battery	18 months from MFG DATE
26111701	Battery	VRLA	Powersonic	PG-12V200FR	12V	580W	T11	1	$ 368.00	25%	Battery	18-30 months from MFG DATE
	Battery Module	VRLA	Xtreme	UPS12580	12V	580W	-	6	$ 449.00	25%	Battery Module	3 Year
	Battery Module	VRLA	Xtreme	P90-BAT1-90000370	12V	9AH	-	1	$ 172.00	25%	Battery Module	3 Year
	Battery Module	VRLA	Xtreme	P90-BAT2-90000371	12V	9AH	-	1	$ 252.00	25%	Battery Module	3 Year
	Battery Module	VRLA	Xtreme	P90-BAT3-90000372	12V	9AH	-	1	$ 333.00	25%	Battery Module	3 Year
	Battery Module	VRLA	Xtreme	P90-BAT4-90000373	12V	9AH	-	1	$ 494.00	25%	Battery Module	3 Year
	Battery Module	VRLA	Xtreme	P90-BAT2-90000371	12V	9AH	-	1	$ 252.00	25%	Battery Module	3 Year
	Battery Module	VRLA	Xtreme	P90-BAT4-90000373	12V	9AH	-	1	$ 494.00	25%	Battery Module	3 Year
	Battery Module	VRLA	Xtreme	NXRT-PBAT3-900000596	12V	7.2AH	-	1	$ 758.00	25%	Battery Module	3 Year
	Battery Module	VRLA	Xtreme	NXRT-PBAT3-900000596	12V	7.2AH	-	1	$ 758.00	25%	Battery Module	3 Year
	Battery Module	VRLA	Xtreme	NXRT-PBAT4	12V	7.2AH	-	2	$ 1,516.00	25%	Battery Module	3 Year
	Battery Module	VRLA	Xtreme	T90-BAT-90000368	12V	7AH	-	5	$ 2,180.00	25%	Battery Module	3 Year

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	Battery Module	VRLA	Xtreme	T90-BAT-90000368	12V	9AH	-	5	$ 2,180.00	25%	Battery Module	3 Year
	Battery Module	VRLA	Xtreme	T90-BAT-90000368	12V	7AH	-	5	$ 2,180.00	25%	Battery Module	3 Year
	Battery Module	VRLA	Xtreme	T90-BAT-90000368	12V	9AH	-	5	$ 2,180.00	25%	Battery Module	3 Year
	Battery Module	VRLA	Xtreme	P90-BAT1-90000370	12V	7AH	-	1	$ 2,180.00	25%	Battery Module	3 Year
	Battery Module	VRLA	Xtreme	P90-BAT1-90000370	12V	9AH	-	1	$ 172.00	25%	Battery Module	3 Year
	Battery Module	VRLA	Xtreme	P90-BAT3-90000372	12V	7AH	-	1	$ 333.00	25%	Battery Module	3 Year
	Battery Module	VRLA	Xtreme	P90-BAT3-90000372	12V	7AH	-	1	$ 333.00	25%	Battery Module	3 Year
	Battery Module	VRLA	Xtreme	P90-BAT4-90000373	12V	7AH	-	1	$ 494.00	25%	Battery Module	3 Year
	Battery Module	VRLA	Xtreme	P90-BAT4-90000373	12V	9AH	-	1	$ 494.00	25%	Battery Module	3 Year
	Battery Module	VRLA	Xtreme	P90-BAT4-90000373	12V	9AH	-	1	$ 494.00	25%	Battery Module	3 Year
	Battery Module	VRLA	Xtreme	P80-BAT580-90000478	12V	580W	-	1	$ 528.00	25%	Battery Module	3 Year
	Battery Module	VRLA	Xtreme	P80-BAT580-90000478	12V	580W	-	2	$ 1,056.00	25%	Battery Module	3 Year
	Battery Module	VRLA	Xtreme	J60-BAT1- 90000549	2200mAh	2200mAh	-	1	$ 225.00	25%	Battery Module	3 Year
	Battery Module	VRLA	Xtreme	J60-BAT1- 90000549	2200mAh	2200mAh	-	1	$ 225.00	25%	Battery Module	3 Year
	Battery Module	VRLA	Xtreme	J60-BAT1- 90000549	2200mAh	2200mAh	-	1	$ 225.00	25%	Battery Module	3 Year
	Battery Module	VRLA	Xtreme	J60-BAT2 - 90001046	4400mAh	4400mAh	-	1	$ 497.00	25%	Battery Module	3 Year
	Battery Module	VRLA	Xtreme	J60-BAT2 - 90001046	4400mAh	4400mAh	-	1	$ 497.00	25%	Battery Module	3 Year
	Battery Module	VRLA	Xtreme	J60-BAT2 - 90001046	4400mAh	4400mAh	-	1	$ 497.00	25%	Battery Module	3 Year
	Battery Module	VRLA	Xtreme	V80-BAT1 - 90000987	12V	9AH	-	1	$ 114.00	25%	Battery Module	3 Year
	Battery Module	VRLA	Xtreme	V80-BAT2 - 90000988	12V	9AH	-	1	$ 160.00	25%	Battery Module	3 Year
	Battery Module	VRLA	Xtreme	V80-BAT3 - 90000989	12V	9AH	-	1	$ 241.00	25%	Battery Module	3 Year
	Battery Module	VRLA	Xtreme	V80-BAT4 - 90000990	12V	9AH	-	1	$ 321.00	25%	Battery Module	3 Year
	Battery Module	VRLA	Xtreme	V80HT-BAT1 - 90000991	12V	9AH	-	1	$ 126.00	25%	Battery Module	3 Year
	Battery Module	VRLA	Xtreme	V80HT-BAT2 - 90000992	12V	9AH	-	1	$ 172.00	25%	Battery Module	3 Year
	Battery Module	VRLA	Xtreme	V80HT-BAT3 - 90000993	12V	9AH	-	1	$ 252.00	25%	Battery Module	3 Year
	Battery Module	VRLA	Xtreme	V80HT-BAT4 - 90000994	12V	9AH	-	1	$ 333.00	25%	Battery Module	3 Year
	Battery Module	VRLA	Xtreme	V80XR-BAT1 - 90000995	12V	9AH	-	1	$ 126.00	25%	Battery Module	3 Year
	Battery Module	VRLA	Xtreme	V80XR-BAT2 - 90000996	12V	9AH	-	1	$ 172.00	25%	Battery Module	3 Year
	Battery Module	VRLA	Xtreme	V80XR-BAT3 - 90000997	12V	9AH	-	1	$ 252.00	40%	Battery Module	3 Year
	Battery Module	VRLA	Xtreme	V80XR-BAT4 - 90000998	12V	9AH	-	1	$ 333.00	40%	Battery Module	3 Year
	Battery Module	VRLA	Xtreme	V80XR-BAT5 - 90000999	12V	9AH	-	1	$ 172.00	40%	Battery Module	3 Year
	Battery Module	VRLA	Xtreme	V80XR-BAT6 - 90001000	12V	9AH	-	1	$ 333.00	40%	Battery Module	3 Year
	Battery Module	VRLA	Xtreme	V80XR-BAT7 - 90001001	12V	9AH	-	1	$ 172.00	40%	Battery Module	3 Year
	Battery Module	VRLA	Xtreme	V80XR-BAT8 - 90001002	12V	9AH	-	1	$ 333.00	40%	Battery Module	3 Year
	Battery Module	VRLA	Xtreme	P91-BATLi1 - 90001068	15S2P	15S2P	-	1	$ 1,379.00	40%	Battery Module	3 Year
	Battery Module	VRLA	Xtreme	P91-BATLi2 - 90001069	15S2Px2	15S2Px2	-	1	$ 2,758.00	40%	Battery Module	3 Year
	Battery Module	VRLA	Xtreme	P91-BATLi3 - 90001070	24S1Px3	24S1Px3	-	1	$ 3,219.00	40%	Battery Module	3 Year
26111701	Battery	VRLA	GPS	58AGPS-12-6		6ah	F2	1	$ 45.00	50%	Battery	1 Year
26111701	Battery	VRLA	GPS	58AGPS-12-7		7ah	F2	1	$ 58.25	50%	Battery	1 Year
26111701	Battery	VRLA	GPS	58AGPS-12-9		9ah	F2	1	$ 58.25	50%	Battery	1 Year
26111701	Battery	VRLA	GPS	58AGPS-12-12		12AH	f2	1	$ 61.00	50%	Battery	1 Year
26111701	Battery	VRLA	GPS	58AGPS-12-18		18ah	F2	1	$ 106.00	50%	Battery	1 Year
26111701	Battery	VRLA	CSB	HR1221WF2	12V	5ah	F1 / F2	1	$ 34.40	25%	21 wpc Battery	3 year
26111701	Battery	VRLA	CSB	HR1224WF2F1	12V	6.4ah	F1 / F2	1	$ 37.40	25%	24 wpc Battery	3 year
26111701	Battery	VRLA	CSB	HR1227WF2	12V	6.5ah	F2	1	$ 37.79	25%	27 wpc Battery	3 year
26111701	Battery	VRLA	CSB	HR1234WF2	12V	34wpc	F2	1	$ 39.80	25%	34wpc Battery	3 year
26111701	Battery	VRLA	CSB	HR1251WF2FR	12V	13.5ah	F2	1	$ 63.00	25%	51 wpc Battery	3 year
26111701	Battery	VRLA	CSB	HR1290WFR	12V	18ah	I1-Thread	1	$ 98.88	25%	90 wpc Battery	3 year
26111701	Battery	VRLA	CSB	HR12120WFR	12V	30ah	I1-Thread	1	$ 142.00	25%	120 wpc Battery	3 year
26111701	Battery	VRLA	CSB	UPS122406F2	12V	6.4ah	F1 / F2	1	$ 38.20	25%	40 wpc Battery	3 year
26111701	Battery	VRLA	CSB	UPS123606F2	12V	7ah	F1 / F2	1	$ 36.24	25%	60 wpc Battery	3 year
26111701	Battery	VRLA	CSB	UPS123607F2	12V	7.5ah	F2	1	$ 34.60	25%	60 wpc Battery	3 year
26111701	Battery	VRLA	CSB	UPS12460F2	12V	9ah	F2	1	$ 44.50	25%	76.7 wpc Battery	3 year
26111701	Battery	VRLA	CSB	UPS12580F2	12V	9ah	F2	1	$ 57.00	25%	96.7 Battery	3 year
	Battery Pack	VRLA	APC	RBC1	6V	4.5AH	-	2	$123.00	30%	Battery Pack	2 year
	Battery Pack	VRLA	APC	RBC10	12V	5.1AH	-	1	$183.00	30%	Battery Pack	2 year
	Battery Pack	VRLA	APC	APCRBC105	12V	9AH	-	1	$756.00	30%	Battery Pack	2 year
	Battery Pack	VRLA	APC	RBC106	12V	9AH	-	1	$109.00	30%	Battery Pack	2 year

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	Battery Pack	VRLA	APC	RBC109	12V	9AH	-	2	$209.00	30%	Battery Pack	2 year
	Battery Pack	VRLA	APC	RBC11	12V	18AH	-	4	$711.00	30%	Battery Pack	2 year
	Battery Pack	VRLA	APC	RBC110	12V	9AH	-	1	$109.00	30%	Battery Pack	2 year
	Battery Pack	VRLA	APC	RBC113	12V	9AH	-	2	$119.00	30%	Battery Pack	2 year
	Battery Pack	VRLA	APC	RBC114	12V	6AH	-	1	$104.00	30%	Battery Pack	2 year
	Battery Pack	VRLA	APC	RBC115	12V	9AH	-	4	$551.00	30%	Battery Pack	2 year
	Battery Pack	VRLA	APC	RBC116	12V	9AH	-	4	$395.00	30%	Battery Pack	2 year
	Battery Pack	VRLA	APC	RBC117	12V	5AH	-	10	$784.00	30%	Battery Pack	2 year
	Battery Pack	VRLA	APC	RBC118	12V	5AH	-	10	$541.00	30%	Battery Pack	2 year
	Battery Pack	VRLA	APC	RBC12	12V	9AH	-	8	$751.00	35%	Battery Pack	2 year
	Battery Pack	VRLA	APC	RBC123	12V	9AH	-	2	$146.00	30%	Battery Pack	2 year
	Battery Pack	VRLA	APC	RBC124	12V	9AH	-	2	$161.00	35%	Battery Pack	2 year
	Battery Pack	VRLA	APC	RBC13	12V	75AH	-	4	$2,295.00	35%	Battery Pack	2 year
	Battery Pack	VRLA	APC	RBC132	12V	9AH	-	4	$522.00	35%	Battery Pack	2 year
	Battery Pack	VRLA	APC	RBC133	12V	7.5AH	-	4	$576.00	35%	Battery Pack	2 year
	Battery Pack	VRLA	APC	RBC14	12V	75AH	-	4	$2,300.00	35%	Battery Pack	2 year
	Battery Pack	VRLA	APC	RBC140	12-5F2	5AH	-	8	$1,145.00	35%	Battery Pack	2 year
	Battery Pack	VRLA	APC	RBC154	12V	5AH	-	1	$91.00	35%	Battery Pack	2 year
	Battery Pack	VRLA	APC	RBC155	12V	5AH	-	8	$628.00	30%	Battery Pack	2 year
	Battery Pack	VRLA	APC	RBC17	12V	9AH	-	1	$92.00	30%	Battery Pack	2 year
	Battery Pack	VRLA	APC	RBC18	6V	7AH	-	2	$266.00	30%	Battery Pack	2 year
	Battery Pack	VRLA	APC	RBC2	12V	7.5AH	-	1	$91.00	35%	Battery Pack	2 year
	Battery Pack	VRLA	APC	RBC21	12V	5.1AH	-	1	$127.00	35%	Battery Pack	2 year
	Battery Pack	VRLA	APC	RBC22	12V	7.5AH	-	2	$437.00	35%	Battery Pack	2 year
	Battery Pack	VRLA	APC	RBC23	12V	7.5AH	-	4	$583.00	35%	Battery Pack	2 year
	Battery Pack	VRLA	APC	RBC24	12V	7.5AH	-	4	$705.00	35%	Battery Pack	2 year
	Battery Pack	VRLA	APC	RBC25	12V	7.5AH	-	4	$860.00	35%	Battery Pack	2 year
	Battery Pack	VRLA	APC	RBC26	12V	9AH	-	8	$484.00	35%	Battery Pack	2 year
	Battery Pack	VRLA	APC	RBC27	12V	9AH	-	8	$836.00	35%	Battery Pack	2 year
	Battery Pack	VRLA	APC	RBC29	12V	5AH	-	1	$92.00	35%	Battery Pack	2 year
	Battery Pack	VRLA	APC	RBC3	6V	12AH	-	2	$161.00	35%	Battery Pack	2 year
	Battery Pack	VRLA	APC	RBC30	12V	5AH	-	1	$89.00	35%	Battery Pack	2 year
	Battery Pack	VRLA	APC	RBC31	12V	7.5AH	-	4	$530.00	35%	Battery Pack	2 year
	Battery Pack	VRLA	APC	RBC32	12V	7.5AH	-	2	$157.00	35%	Battery Pack	2 year
	Battery Pack	VRLA	APC	RBC33	12V	9AH	-	2	$192.00	35%	Battery Pack	2 year
	Battery Pack	VRLA	APC	RBC34	6V	7AH	-	4	$507.00	25%	Battery Pack	2 year
	Battery Pack	VRLA	APC	RBC35	12V	3.5AH	-	1	$74.00	35%	Battery Pack	2 year
	Battery Pack	VRLA	APC	RBC4	12V	12AH	-	1	$143.00	35%	Battery Pack	2 year
	Battery Pack	VRLA	APC	RBC40	12V	9AH	-	1	$79.00	35%	Battery Pack	2 year
	Battery Pack	VRLA	APC	RBC43	12V	5AH	-	8	$819.00	35%	Battery Pack	2 year
	Battery Pack	VRLA	APC	RBC44	12V	5AH	-	8	$ 1,010.00	35%	Battery Pack	2 year
	Battery Pack	VRLA	APC	RBC45	12V	5AH	-	1	$ 60.00	35%	Battery Pack	2 year
	Battery Pack	VRLA	APC	RBC46	12V	5AH	-	1	$ 101.00	35%	Battery Pack	2 year
	Battery Pack	VRLA	APC	RBC47	12V	3.4AH	-	1	$ 57.00	35%	Battery Pack	2 year
	Battery Pack	VRLA	APC	RBC48	12V	7.5AH	-	2	$ 186.00	35%	Battery Pack	2 year
	Battery Pack	VRLA	APC	RBC5	12V	7.5AH	-	2	$ 134.00	35%	Battery Pack	2 year
	Battery Pack	VRLA	APC	RBC55	12V	18AH	-	4	$ 635.00	35%	Battery Pack	2 year
	Battery Pack	VRLA	APC	RBC57	12V	7.5AH	-	4	$ 526.00	30%	Battery Pack	2 year
	Battery Pack	VRLA	APC	RBC59	12V	7.5AH	-	4	$ 264.00	35%	Battery Pack	2 year
	Battery Pack	VRLA	APC	RBC6	12V	12AH	-	2	$ 300.00	35%	Battery Pack	2 year
	Battery Pack	VRLA	APC	RBC63	12V	7.5AH	-	4	$ 278.00	35%	Battery Pack	2 year
	Battery Pack	VRLA	APC	RBC7	12V	18AH	-	2	$ 309.00	35%	Battery Pack	2 year
	Battery Pack	VRLA	APC	RBC8	12V	7.5AH	-	4	$ 377.00	35%	Battery Pack	2 year
	Battery Pack	VRLA	APC	RBC88	6V	9AH	-	6	$ 555.00	35%	Battery Pack	2 year
	Battery Pack	VRLA	APC	RBC9	12V	7.5AH	-	2	$ 187.00	35%	Battery Pack	2 year
	Battery Module	VRLA	APC	SYBATT	12V	7AH	-	1	$ 1,195.00	35%	Battery Module	1 Year
	Battery Module	VRLA	APC	SYBT2	12V	7AH	-	1	$ 1,175.00	30%	Battery Module	2 year
	Battery Module	VRLA	APC	SYBT3	12V	7AH	-	1	$ 1,110.00	30%	Battery Module	2 year
	Battery Module	VRLA	APC	SYBT4	12V	7AH	-	1	$ 3,335.00	30%	Battery Module	2 year
	Battery Module	VRLA	APC	SYBT5		7AH	-	1	$ 1,245.00	30%	Battery Module	2 year
	Battery Module	VRLA	APC	SYBT9-B6	12V	9AH	-	1	$ 6,220.00	30%	Battery Module	1 Year

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	Battery Module	VRLA	APC	SYBTU1-PLP	12V	7AH	-	1	$ 828.00	30%	Battery Module	1 Year
	Battery Module	VRLA	APC	SYBTU2-PLP	12V	9AH	-	1	$ 1,055.00	30%	Battery Module	1 Year
	Battery	SLA	Deka Unigy	12AVR100	12V	94AH	IT	1	$ 263.00	30%	Battery	1 Year
	Battery	SLA	Deka Unigy	12AVR100ET	12V	96AH	IT	1	$ 263.00	30%	Battery	1 Year
	Battery	SLA	Deka Unigy	12AVR130	12V	125AH	IT	1	$ 629.00	30%	Battery	1 Year
	Battery	SLA	Deka Unigy	12AVR145ET	12V	145AH	IT	1	$ 504.00	30%	Battery	1 Year
	Battery	SLA	Deka Unigy	12AVR-145L	12V	145AH	IT	1	$ 607.00	30%	Battery	1 Year
	Battery	SLA	Deka Unigy	12AVR-145LLP	12V	145AH	IT	1	$ 615.00	30%	Battery	1 Year
	Battery	SLA	Deka Unigy	12AVR-150ET	12V	150AH	IT	1	$ 626.00	30%	Battery	1 Year
	Battery	SLA	Deka Unigy	12AVR170ET	12V	170AH	IT	1	$ 647.00	30%	Battery	1 Year
	Battery	SLA	Deka Unigy	12AVR30	12V	200AH	IT	1	$ 403.00	30%	Battery	1 Year
	Battery	SLA	Deka Unigy	12AVR40	12V	35AH	IT	1	$ 446.00	30%	Battery	1 Year
	Battery	SLA	Deka Unigy	12AVR-90	12V	82AH	IT	1	$ 616.00	30%	Battery	1 Year
26111701	Battery	VRLA	GNB	90G07	256	256	IT	1	$ 466.00	40%	Battery	18 months from SHIP date
26111701	Battery	VRLA	GNB	90G09	344	344	IT	1	$ 508.00	40%	Battery	18 months from SHIP date
26111701	Battery	VRLA	GNB	90G11	432	432	IT	1	$ 592.65	40%	Battery	18 months from SHIP date
26111701	Battery	VRLA	GNB	90G13	520	520	IT	1	$ 678.62	40%	Battery	18 months from SHIP date
26111701	Battery	VRLA	GNB	90G15	608	608	IT	1	$ 737.00	40%	Battery	18 months from SHIP date
26111701	Battery	VRLA	GNB	100G13	600	600	IT	1	$ 715.70	40%	Battery	18 months from SHIP date
26111701	Battery	VRLA	GNB	100G15	696	696	IT	1	$ 755.20	40%	Battery	18 months from SHIP date
26111701	Battery	VRLA	GNB	100G17	800	800	IT	1	$ 755.20	40%	Battery	18 months from SHIP date
26111701	Battery	VRLA	GNB	100G19	896	896	IT	1	$ 862.00	40%	Battery	18 months from SHIP date
26111701	Battery	VRLA	GNB	100G21	1000	1000	IT	1	$ 934.00	40%	Battery	18 months from SHIP date
26111701	Battery	VRLA	GNB	100G23	1096	1096	IT	1	$ 1,072.00	40%	Battery	18 months from SHIP date
26111701	Battery	VRLA	GNB	100G25	1200	1200	IT	1	$ 1,162.24	40%	Battery	18 months from SHIP date
26111701	Battery	VRLA	GNB	100G27	1296	1296	IT	1	$ 1,162.24	40%	Battery	18 months from SHIP date
26111701	Battery	VRLA	GNB	100G29	1400	1400	IT	1	$ 1,214.00	40%	Battery	18 months from SHIP date
26111701	Battery	VRLA	GNB	100G31	1496	1496	IT	1	$ 1,322.00	40%	Battery	18 months from SHIP date
26111701	Battery	VRLA	GNB	100G33	1600	1600	IT	1	$ 1,395.00	40%	Battery	18 months from SHIP date
				* ALL Price upon request - ALL battery list prices flucuate with market								
				ACTUAL QUOTES AVAILABLE UPON REQUEST WHEN A SPECIFIC MODEL/SKU IS INDICATED								

Average %
30%

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XTREME POWER CATALOG

NOTE 10% TO BE ADDED TO LIST PRICE FOR TARRIFFS.

Part Number	MODEL	DESCRIPTION	LIST PRICE
90000465	J60-350	Xtreme Power J60 Series 350VA/200W Standby UPS; 120VAC; C14 inlet with C13 to 5-15P (3ft) detachable power cord; (3) 5-15R output receptacles; Lithium battery for longer life and up to 104 F operation without battery degradation; Battery Management System (BMS) insures cell voltage balancing, parallel current sharing, and overcharge/discharge protection; surge protection; Wall or Desk Mounting; UL, cUL, RoHS and TAA compliant; 5-Year Full Warranty (USA and Canada), 3-Year Full Warranty (worldwide); 6.9"W x 8.5"D x 1.25"H, 3.4 lbs	$ 439.00
90000776	J60-600	Xtreme Power J60 Series 600VA/360W Standby UPS; 120VAC; C14 inlet with C13 to 5-15P (3ft) detachable power cord; (3) 5-15R output receptacles; Lithium battery for longer life and up to 104 F operation without battery degradation; redundant Battery Management System (BMS) insures cell voltage balancing, parallel current sharing, and overcharge/discharge protection; surge protection; Wall or Desk Mounting; UL, cUL, RoHS and TAA compliant; 5-Year Full Warranty (USA and Canada), 3-Year Full Warranty (worldwide); 7.3"W x 10.8"D x 1.6"H, 4.7 lbs	$ 749.00
90000472	J60i-350	Xtreme Power J60i Series 350VA/200W Standby UPS; 230VAC; C14 inlet; (2) IEC C13 output receptacles; Lithium battery for longer life and up to 104 F operation without battery degradation; Battery Management System (BMS) insures cell voltage balancing, parallel current sharing, and overcharge/discharge protection; surge protection; Wall or Desk Mounting; CE, RoHS and TAA compliant; 5-Year Full Warranty (USA and Canada), 3-Year Full Warranty that includes one way shipment (worldwide); 6.9"W x 8.5"D x 1.25"H, 3.4 lbs	$ 439.00
90000777	J60i-600	Xtreme Power J60i Series 600VA/360W Standby UPS; 230VAC; C14 inlet; (2) IEC C13 output receptacles; Lithium battery for longer life and up to 104 F operation without battery degradation; redundant Battery Management System (BMS) insures cell voltage balancing, parallel current sharing, and overcharge/discharge protection; surge protection; Wall or Desk Mounting; CE, RoHS and TAA compliant; 5-Year Full Warranty with ground shipment one way (USA and Canada), 3-Year Full Warranty (worldwide); 7.3"W x 10.8"D x 1.6"H, 4.7 lbs	$ 749.00
90001061	J60C-600	Xtreme Power J60C Series 600VA/360W Lithium Ion UPS; 1U; 120VAC; detachable 6' input line cord with 5-15P; (5) 5-15R output receptacles, (4 battery backup, 1 surge only); Full Load Runtime = 6 min; up to 98% efficiency; Tower, Wall, or Rack mounting; Smart LCD display; Intelligent slot; USB port; UL, cTUVus, RoHSCE, RoHS, FCC , TAA Compliant; 5 year electronic warranty, 5 year battery warranty (USA and Canada), 3 year Warranty (worldwide); 17.2" x 8.5" x 1.7"; 7.8 lbs	$ 835.00
90001062	J60Ci-600	Xtreme Power J60Ci Series 600VA/360W Lithium Ion UPS; 1U; 230VAC; IEC C14 Inlet; (5) C13 output receptacles, (4 battery backup, 1 surge only); Full Load Runtime = 6 min; up to 98% efficiency; Tower, Wall, or Rack mounting; Smart LCD display; Intelligent slot; USB port; CE, RoHS, TAA Compliant; 5 year electronic warranty, 5 year battery warranty (USA and Canada), 3 year Warranty (worldwide); 17.2" x 8.5" x 1.7"; 7.8 lbs	$ 835.00
900007742	JX-200	J60 200W Isolation Transformer, 120 VAC, 50/60Hz, C14 inlet with removeable 5-15P line cord; (3) 5-15R output receptacles; 5A output breaker; complete line isolation; Common Mode and Normal Mode noise filtering; 300 joules surge suppression; UL16950, RoHS; 5-Year Full Warranty; 6.9" W x 8.5" D x 1.25" H; 6.6 lbs.	$ 220.00
90000741	SNMP-2PV3	Internal SNMP/WEB Card for use with J60c and J60ci Series UPS; Allows for monitoring and management of UPS through a web browser or SNMP platform: Provides shutdown of remote clients via LAN, and Email Notification of UPS status and events. Compatible with SNMP-EMPV2 Environmental Monitor; Packaging = 5.7"W x 5.2"D x 1.7"H, 0.3 lbs	$ 359.00
90000674	SNMP-EMPV2	Environmental Monitoring Sensor to monitor room temperature and humidity - used with SNMP-2PV3 SNMP/WEB Card. Packaging = 5.7"W x 5.2"D x 1.7"H, 0.3 lbs	$ 230.00
90000778	SNMP-J60	External SNMP/Web Card for use with J60-600(i) Series UPS; monitor critical UPS parameters, alarms, and status; output power control to reboot loads; packaging = 7.5"W x 6"D x 2.5"H, 1 lb	$ 279.00
90000785	EMD-J60	Environmental Monitoring Sensor to monitor ambient temperature and humidity. Include two user defined contact closures. Must be used with SNMP-J60 External SNMP Card. Packaging = 5.7"W x 5.2"D x 1.7"H, 1 lb	$ 195.00
N/A	XPC-515P-3RA	Optional 3ft, 5-15P line cord with right angle offset for use with J60-350. Weight: .5 lbs	$ 22.00
N/A	XPC-515P-6RA	Optional 6ft, 5-15P line cord with right angle offset for use with J60-350. Weight: .5 lbs	$ 22.00
90000090	XBDM-1015LV	Xtreme Power XBDM Series 15 Amp Maintenance Bypass Distribution Module with 12' Input line cord with 5-15P plug; (6) 5-15R output receptacles on front of BDM + (4) 5-15R output receptacles on rear of BDM; Includes maint bypass switch allowing for bypassing and maintenance of the UPS without affecting the connected loads;3-Year Warranty (USA and Canada); 19"W x 3.5"D x 1.75"H, 3.5 lbs For use with 700VA, 1000VA, 1500VA V80 Series	$ 379.00

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90000041	XPD1415HV	Xtreme Power XPDU Series Basic Power PDU with 12' Input line cord with 5-15P plug; (6) 5-15R output receptacles on front of PDU + (8) 5-15R output receptacles on rear of PDU; UL60950-1/cUL/FCC Approved; 3-Year Warranty; 19"W x 3.5"D x 1.75"H, 3.5 lbs	$ 138.00
90000765	J60-DIN	DIN Rail mount for J60	$ 19.00
A60 - Standby UPS			
Part Number	**MODEL**	**DESCRIPTION**	**LIST PRICE**
90000875	A60-550	Xtreme Power A60 Series 550VA/330W Standby UPS 120VAC; 6' Input line cord with 5-15P plug; (10) 5-15R output receptacles, (5 battery backup + 5 surge only); Tower, Desk or Wall Mounting; USB Port, Communication Cable and Shutdown Software; UL, cUL, RoHS approved, TAA Compliant; 3 Year Full Warranty (USA and Canada only); $25K Load Protection Policy; 6.2"W x 12"D x 3.7"H, 5.7 lbs	$ 125.00
90000876	A60-850	Xtreme Power A60 Series 850VA/500W Standby UPS 120VAC; 6' Input line cord with 5-15P plug; (10) 5-15R output receptacles, (5 battery backup + 5 surge only); Tower, Desk or Wall Mounting; touch screen display; USB Charging Port; USB Communication Port, Communication Cable and Shutdown Software; UL, cUL, RoHS approved, TAA Compliant; 3 Year Full Warranty (USA and Canada only); $25K Load Protection Policy; 6.2"W x 12"D x 3.7"H, 6.4 lbs	$ 165.00
90000281	SNMP-USB	External SNMP/Web Card for use with A60 Series UPS; packaging = 7.5"W x 6"D x 2.5"H, 2lbs	$ 325.00
90001033	A605SP	Xtended 5YR Factory Warranty for A60 Series UPS (USA Only) - 5 Year Coverage includes coverge of electronics and batteries, telephone technical support, advanced exchange and ground shipment both ways.	$ 69.00
S71 Line Interactive UPS			
Part Number	**MODEL**	**DESCRIPTION**	**LIST PRICE**
90001237	S71-700	XPC S71 Series 700VA/420W Line-Interactive Tower UPS 120VAC; 6' detachable Input line cord with 5-15P plug; (4) 5-15R output receptacles; touch LCD display; 465 Joule surge suppression rating; Auto Restart; USB Port, Communications Cable and Shutdown Software; UL/cUL listed, RoHS, TAA Compliant; 3-Year Full Warranty (USA and Canada); $25K Load Protection Policy; 3.9"W x 11.3"D x 5.6"H, 11.2 lbs	$ 189.00
90001238	S71-1000	XPC S71 Series 1000VA/600W Line-Interactive Tower UPS 120VAC; 6' Input line cord with 5-15P plug; (6) 5-15R output receptacles; touch LCD display; 465 Joule surge suppression rating; Auto Restart; USB Port, Communications Cable and Shutdown Software; RJ45 Surge protection port; UL/cUL listed, RoHS, TAA Compliant; 3-Year Full Warranty (USA and Canada); $25K Load Protection Policy; 5.1"W x 12.6"D x 5.6"H, 18.0 lbs	$ 275.00
90001240	S71-1500	XPC S71 Series 1500VA/900W Line-Interactive Tower UPS 120VAC; 6' Input line cord with 5-15P plug; (6) 5-15R output receptacles; touch LCD display; 465 Joule surge suppression rating; Auto Restart; USB Port, Communications Cable and Shutdown Software; RJ45 Surge protection port; UL/cUL listed, RoHS, TAA Compliant; 3-Year Full Warranty (USA and Canada); $25K Load Protection Policy; 5.1"W x 12.6"D x 7.1"H, 23.0 lbs	$ 389.00
90000281	SNMP-USB	External SNMP/Web Card for use with XST or S70 Series UPS; packaging = 7.5"W x 6"D x 2.5"H, 2 lbs	$ 325.00
90000248	S715SP57	Xtended 5YR Factory Warranty for S71-700 (USA and Canada) - 5 Year Coverage includes coverage of electronics and batteries, telephone technical support, advanced exchange and ground shipping both ways.	$ 95.00
90000249	S715SP152	Xtended 5YR Factory Warranty for S71-1000/1500 (USA and Canada) - 5 Year Coverage includes coverage of electronics and batteries, telephone technical support, advanced exchange and ground shipping both ways..	$ 140.00
V80 Series Line Interactive UPS LA Batteries			
Part Number	**MODEL**	**DESCRIPTION**	**LIST PRICE**
90000853	V80-700	Xtreme Power V80 Series 700VA/420W; Line-Interactive UPS; 2U; 120VAC; pure sinewave output; 5' detachable C13 to 5-15 input line cord; (8) 5-15R output receptacles ; Hot Swappable batteries; 1-6A adjustable charger; Full Load Runtime = 2.3 min; ECO mode; Tower and rack mounting; Smart LCD screen; Intelligent slot; RS-232, USB port, and EPO connections; UL, cUL, RoHS approved; 3 year full Warranty (USA and Canada); 25K load protection policy; 17.2" x 16.1" x 3.5"; 24 lbs	$ 499.00
90000890	V80-700XR1	Xtreme Power V80 Series 700VA/420W; Line-Interactive UPS; 2U; 120VAC; pure sinewave output; 5' detachable C13 to 5-15 input line cord; (8) 5-15R output receptacles ; Hot Swappable batteries; 1-6A adjustable charger; Full Load Runtime = 4.3 min; ECO mode; Tower and rack mounting; Smart LCD screen; Intelligent slot; RS-232, USB port, and EPO connections; UL, cUL, RoHS approved; TAA Compliant 3 year full Warranty (USA and Canada); 25K load protection policy; 17.2" x 16.1" x 3.5"; 25.5 lbs	$ 565.00
90000891	V80-700XR2	Xtreme Power V80 Series 700VA/420W; Line-Interactive UPS; 2U; 120VAC; pure sinewave output; 5' detachable C13 to 5-15 input line cord; (8) 5-15R output receptacles ; Hot Swappable batteries; 1-6A adjustable charger; Full Load Runtime = 13 min; ECO mode; Tower and rack mounting; Smart LCD screen; Intelligent slot; RS-232, USB port, and EPO connections; UL, cUL, RoHS approved; TAA Compliant 3 year full Warranty (USA and Canada); 25K load protection policy; 17.2" x 16.1" x 3.5"; 31 lbs	$ 625.00

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90000892	V80-700XR3	Xtreme Power V80 Series 700VA/420W; Line-Interactive UPS; 2U; 120VAC; pure sinewave output; 5' detachable C13 to 5-15 input line cord; (8) 5-15R output receptacles ; Hot Swappable batteries; 1-6A adjustable charger; Full Load Runtime = 21 min; ECO mode; Tower and rack mounting; Smart LCD screen; Intelligent slot; RS-232, USB port, and EPO connections; UL, cUL, RoHS approved; TAA Compliant 3 year full Warranty (USA and Canada); 25K load protection policy; 17.2" x 16.1" x 3.5"; 37 lbs	$	685.00
90000893	V80-700XR4	Xtreme Power V80 Series 700VA/420W; Line-Interactive UPS; 2U; 120VAC; pure sinewave output; 5' detachable C13 to 5-15 input line cord; (8) 5-15R output receptacles ; Hot Swappable batteries; 1-6A adjustable charger; Full Load Runtime = 22 min; ECO mode; Tower and rack mounting; Smart LCD screen; Intelligent slot; RS-232, USB port, and EPO connections; UL, cUL, RoHS approved; TAA Compliant 3 year full Warranty (USA and Canada); 25K load protection policy; 17.2" x 16.1" x 3.5"; 43 lbs	$	745.00
90000854	V80-1000	Xtreme Power V80 Series 1000VA/600W; Line-Interactive UPS; 2U; 120VAC; pure sinewave output; 5' detachable C13 to 5-15 input line cord; (8) 5-15R output receptacles ; Hot Swappable batteries; 1-6A adjustable charger; Full Load Runtime = 2.7 min; ECO mode; Tower and rack mounting; Smart LCD screen; Intelligent slot; RS-232, USB port, and EPO connections; UL, cUL, RoHS approved; 3 year full Warranty (USA and Canada); 25K load protection policy; 17.2" x 16.1" x 3.5"; 27.3 lbs	$	659.00
90000894	V80-1000XR1	Xtreme Power V80 Series 1000VA/600W; Line-Interactive UPS; 2U; 120VAC; pure sinewave output; 5' detachable C13 to 5-15 input line cord; (8) 5-15R output receptacles ; Hot Swappable batteries; 1-6A adjustable charger; Full Load Runtime = 6.0 min; ECO mode; Tower and rack mounting; Smart LCD screen; Intelligent slot; RS-232, USB port, and EPO connections; UL, cUL, RoHS approved; TAA Compliant 3 year full Warranty (USA and Canada); 25K load protection policy; 17.2" x 16.1" x 3.5"; 31.3 lbs	$	755.00
90000895	V80-1000XR2	Xtreme Power V80 Series 1000VA/600W; Line-Interactive UPS; 2U; 120VAC; pure sinewave output; 5' detachable C13 to 5-15 input line cord; (8) 5-15R output receptacles ; Hot Swappable batteries; 1-6A adjustable charger; Full Load Runtime = 16.0 min; ECO mode; Tower and rack mounting; Smart LCD screen; Intelligent slot; RS-232, USB port, and EPO connections; UL, cUL, RoHS approved; TAA Compliant 3 year full Warranty (USA and Canada); 25K load protection policy; 17.2" x 16.1" x 3.5"; 43 lbs	$	865.00
90000855	V80-1500	Xtreme Power V80 Series 1500VA/900W; Line-Interactive UPS; 2U; 120VAC; pure sinewave output; 5' detachable C13 to 5-15 input line cord; (8) 5-15R output receptacles ; Hot Swappable batteries; 1-6A adjustable charger; Full Load Runtime = 1.6 min; ECO mode; Tower and rack mounting; Smart LCD screen; Intelligent slot; RS-232, USB port, and EPO connections; UL, cUL, RoHS approved; 3 year full Warranty (USA and Canada); 25K load protection policy; 17.2" x 16.1" x 3.5"; 29.3 lbs	$	749.00
90000896	V80-1500XR1	Xtreme Power V80 Series 1500VA/900W; Line-Interactive UPS; 2U; 120VAC; pure sinewave output; 5' detachable C13 to 5-15 input line cord; (8) 5-15R output receptacles ; Hot Swappable batteries; 1-6A adjustable charger; Full Load Runtime = 3.8 min; ECO mode; Tower and rack mounting; Smart LCD screen; Intelligent slot; RS-232, USB port, and EPO connections; UL, cUL, RoHS approved; TAA Compliant 3 year full Warranty (USA and Canada); 25K load protection policy; 17.2" x 16.1" x 3.5"; 32.3 lbs	$	809.00
90000897	V80-1500XR2	Xtreme Power V80 Series 1500VA/900W; Line-Interactive UPS; 2U; 120VAC; pure sinewave output; 5' detachable C13 to 5-15 input line cord; (8) 5-15R output receptacles ; Hot Swappable batteries; 1-6A adjustable charger; Full Load Runtime = 11 min; ECO mode; Tower and rack mounting; Smart LCD screen; Intelligent slot; RS-232, USB port, and EPO connections; UL, cUL, RoHS approved; TAA Compliant 3 year full Warranty (USA and Canada); 25K load protection policy; 17.2" x 16.1" x 3.5"; 32.3 lbs	$	949.00
90000856	V80-2000	Xtreme Power V80 Series 2000VA/1200W; Line-Interactive UPS; 2U; 120VAC; pure sinewave output; 5' detachable C19 to 5-20 input line cord; (8) 5-15R output receptacles ; Hot Swappable batteries; 1-6A adjustable charger; Full Load Runtime = 1.6 min; ECO mode; Tower and rack mounting; Smart LCD screen; Intelligent slot; RS-232, USB port, and EPO connections; UL, cUL, RoHS approved; 3 year full Warranty (USA and Canada); 25K load protection policy; 17.2" x 16.1" x 3.5"; 31.3 lbs	$	869.00
90000898	V80-2000XR1	Xtreme Power V80 Series 2000VA/1200W; Line-Interactive UPS; 2U; 120VAC; pure sinewave output; 5' detachable C19 to 5-20 input line cord; (8) 5-15R output receptacles ; Hot Swappable batteries; 1-6A adjustable charger; Full Load Runtime = 1.7 min; ECO mode; Tower and rack mounting; Smart LCD screen; Intelligent slot; RS-232, USB port, and EPO connections; UL, cUL, RoHS approved; TAA Compliant 3 year full Warranty (USA and Canada); 25K load protection policy; 17.2" x 16.1" x 3.5"; 34.3 lbs	$	899.00
90000899	V80-2000XR2	Xtreme Power V80 Series 2000VA/1200W; Line-Interactive UPS; 2U; 120VAC; pure sinewave output; 5' detachable C19 to 5-20 input line cord; (8) 5-15R output receptacles ; Hot Swappable batteries; 1-6A adjustable charger; Full Load Runtime = 4.4 min; ECO mode; Tower and rack mounting; Smart LCD screen; Intelligent slot; RS-232, USB port, and EPO connections; UL, cUL, RoHS approved; TAA Compliant 3 year full Warranty (USA and Canada); 25K load protection policy; 17.2" x 16.1" x 3.5"; 46.3 lbs	$	1,039.00
V80 Lithium 700-1500 SERIES - 120 Volt with Lithium Batteries				

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Part Number	MODEL	DESCRIPTION	LIST PRICE
90000857	V80-0.7kLi1	Xtreme Power V80 Series 700VA/420W; Line-Interactive UPS; 2U; 120VAC; pure sinewave output; 5' detachable C13 to 5-15 input line cord; (8) 5-15R output receptacles ; Hot Swappable LiFeP04 batteries; 1-6A adjustable charger; Full Load Runtime = < 3 min; ECO mode; Tower and rack mounting; Smart LCD screen; Intelligent slot; RS-232, USB port, and EPO connections; UL, cUL, RoHS approved; TAA Compliant 5 year full Warranty (USA and Canada); 25K load protection policy; 17.2" x 16.1" x 3.5"; 21.2 lbs	$ 999.00
90000967	V80-0.7kLi2	Xtreme Power V80 Series 700VA/420W; Line-Interactive UPS; 2U; 120VAC; pure sinewave output; 5' detachable C13 to 5-15 input line cord; (8) 5-15R output receptacles ; Hot Swappable LiFeP04 batteries; 1-6A adjustable charger; Full Load Runtime = 16 min; ECO mode; Tower and rack mounting; Smart LCD screen; Intelligent slot; RS-232, USB port, and EPO connections; UL, cUL, RoHS approved; TAA Compliant 5 year full Warranty (USA and Canada); 25K load protection policy; 17.2" x 16.1" x 3.5"; 23.4 lbs	$ 1,399.00
90000968	V80-0.7kLi3	Xtreme Power V80 Series 700VA/420W; Line-Interactive UPS; 2U; 120VAC; pure sinewave output; 5' detachable C13 to 5-15 input line cord; (8) 5-15R output receptacles ; Hot Swappable LiFeP04 batteries; 1-6A adjustable charger; Full Load Runtime = 18 min; ECO mode; Tower and rack mounting; Smart LCD screen; Intelligent slot; RS-232, USB port, and EPO connections; UL, cUL, RoHS approved; TAA Compliant 5 year full Warranty (USA and Canada); 25K load protection policy; 17.2" x 16.1" x 3.5"; 25.6 lbs	$ 1,799.00
90000969	V80-0.7kLi4	Xtreme Power V80 Series 700VA/420W; Line-Interactive UPS; 2U; 120VAC; pure sinewave output; 5' detachable C13 to 5-15 input line cord; (8) 5-15R output receptacles ; Hot Swappable LiFeP04 batteries; 1-6A adjustable charger; Full Load Runtime = 22 min; ECO mode; Tower and rack mounting; Smart LCD screen; Intelligent slot; RS-232, USB port, and EPO connections; UL, cUL, RoHS approved; TAA Compliant 5 year full Warranty (USA and Canada); 25K load protection policy; 17.2" x 16.1" x 3.5"; 27.8 lbs	$ 2,199.00
90000858	V80-1kLi1	Xtreme Power V80 Series 1000VA/600W; Line-Interactive UPS; 2U; 120VAC; pure sinewave output; 5' detachable C13 to 5-15 input line cord; (8) 5-15R output receptacles ; Hot Swappable LiFeP04 batteries; 1-6A adjustable charger; Full Load Runtime = 7 min; ECO mode; Tower and rack mounting; Smart LCD screen; Intelligent slot; RS-232, USB port, and EPO connections; UL, cUL, RoHS approved; TAA Compliant 5 year full Warranty (USA and Canada); 25K load protection policy; 17.2" x 16.1" x 3.5"; 24.2 lbs	$ 1,549.00
90000970	V80-1kLi2	Xtreme Power V80 Series 1000VA/600W; Line-Interactive UPS; 2U; 120VAC; pure sinewave output; 5' detachable C13 to 5-15 input line cord; (8) 5-15R output receptacles ; Hot Swappable LiFeP04 batteries; 1-6A adjustable charger; Full Load Runtime = 20 min; ECO mode; Tower and rack mounting; Smart LCD screen; Intelligent slot; RS-232, USB port, and EPO connections; UL, cUL, RoHS approved; TAA Compliant 5 year full Warranty (USA and Canada); 25K load protection policy; 17.2" x 16.1" x 3.5"; 28.6 lbs	$ 2,349.00
90000859	V80-1.5kLi1	Xtreme Power V80 Series 1500VA/900W; Line-Interactive UPS; 2U; 120VAC; pure sinewave output; 5' detachable C13 to 5-15 input line cord; (8) 5-15R output receptacles ; Hot Swappable LiFeP04 batteries; 1-6A adjustable charger; Full Load Runtime = <3 min; ECO mode; Tower and rack mounting; Smart LCD screen; Intelligent slot; RS-232, USB port, and EPO connections; UL, cUL, RoHS approved; TAA Compliant 5 year full Warranty (USA and Canada); 25K load protection policy; 17.2" x 16.1" x 3.5"; 26 lbs	$ 1,639.00
90000971	V80-1.5kLi2	Xtreme Power V80 Series 1500VA/900W; Line-Interactive UPS; 2U; 120VAC; pure sinewave output; 5' detachable C13 to 5-15 input line cord; (8) 5-15R output receptacles ; Hot Swappable LiFeP04 batteries; 1-6A adjustable charger; Full Load Runtime = 11 min; ECO mode; Tower and rack mounting; Smart LCD screen; Intelligent slot; RS-232, USB port, and EPO connections; UL, cUL, RoHS approved; TAA Compliant 5 year full Warranty (USA and Canada); 25K load protection policy; 17.2" x 16.1" x 3.5"; 30.4 lbs	$ 2,439.00
V80HT Series 700-2000 - 120 Volt with Lead Acid High Temperature Batteries			
Part Number	**MODEL**	**DESCRIPTION**	**LIST PRICE**
90000864	V80-700HT1	Xtreme Power V80 Series 700VA/420W; Line-Interactive UPS; 2U; 120VAC; pure sinewave output; 5' detachable C13 to 5-15 input line cord; (8) 5-15R output receptacles ; Hot Swappable High Temperature Batteries; 1-6A adjustable charger; Full Load Runtime = 3.6 min; ECO mode; Tower and rack mounting; Smart LCD screen; Intelligent slot; RS-232, USB port, and EPO connections; UL, cUL, RoHS approved; TAA Compliant 3 year full Warranty (USA and Canada); 25K load protection policy; 17.2" x 16.1" x 3.5"; 25.5 lbs	$ 579.00
90000861	V80-700HT2	Xtreme Power V80 Series 700VA/420W; Line-Interactive UPS; 2U; 120VAC; pure sinewave output; 5' detachable C13 to 5-15 input line cord; (8) 5-15R output receptacles ; Hot Swappable High Temperature Batteries; 1-6A adjustable charger; Full Load Runtime = 10 min; ECO mode; Tower and rack mounting; Smart LCD screen; Intelligent slot; RS-232, USB port, and EPO connections; UL, cUL, RoHS approved; TAA Compliant 3 year full Warranty (USA and Canada); 25K load protection policy; 17.2" x 16.1" x 3.5"; 31 lbs	$ 689.00

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90000862	V80-700HT3	Xtreme Power V80 Series 700VA/420W; Line-Interactive UPS; 2U; 120VAC; pure sinewave output; 5' detachable C13 to 5-15 input line cord; (8) 5-15R output receptacles ; Hot Swappable High Temperature Batteries; 1-6A adjustable charger; Full Load Runtime = 21 min; ECO mode; Tower and rack mounting; Smart LCD screen; Intelligent slot; RS-232, USB port, and EPO connections; UL, cUL, RoHS approved; TAA Compliant 3 year full Warranty (USA and Canada); 25K load protection policy; 17.2" x 16.1" x 3.5"; 37 lbs	$ 799.00
90000863	V80-700HT4	Xtreme Power V80 Series 700VA/420W; Line-Interactive UPS; 2U; 120VAC; pure sinewave output; 5' detachable C13 to 5-15 input line cord; (8) 5-15R output receptacles ; Hot Swappable High Temperature Batteries; 1-6A adjustable charger; Full Load Runtime = 22 min; ECO mode; Tower and rack mounting; Smart LCD screen; Intelligent slot; RS-232, USB port, and EPO connections; UL, cUL, RoHS approved; TAA Compliant 3 year full Warranty (USA and Canada); 25K load protection policy; 17.2" x 16.1" x 3.5"; 43 lbs	$ 909.00
90000865	V80-1000HT1	Xtreme Power V80 Series 1000VA/600W; Line-Interactive UPS; 2U; 120VAC; pure sinewave output; 5' detachable C13 to 5-15 input line cord; (8) 5-15R output receptacles ; Hot Swappable High Temperature Batteries; 1-6A adjustable charger; Full Load Runtime = 4.9 min; ECO mode; Tower and rack mounting; Smart LCD screen; Intelligent slot; RS-232, USB port, and EPO connections; UL, cUL, RoHS approved; TAA Compliant 3 year full Warranty (USA and Canada); 25K load protection policy; 17.2" x 16.1" x 3.5"; 31.3 lbs	$ 799.00
90000864	V80-1000HT2	Xtreme Power V80 Series 1000VA/600W; Line-Interactive UPS; 2U; 120VAC; pure sinewave output; 5' detachable C13 to 5-15 input line cord; (8) 5-15R output receptacles ; Hot Swappable High Temperature Batteries; 1-6A adjustable charger; Full Load Runtime = 14.0 min; ECO mode; Tower and rack mounting; Smart LCD screen; Intelligent slot; RS-232, USB port, and EPO connections; UL, cUL, RoHS approved; TAA Compliant 3 year full Warranty (USA and Canada); 25K load protection policy; 17.2" x 16.1" x 3.5"; 43 lbs	$ 1,019.00
90000866	V80-1500HT1	Xtreme Power V80 Series 1500VA/900W; Line-Interactive UPS; 2U; 120VAC; pure sinewave output; 5' detachable C13 to 5-15 input line cord; (8) 5-15R output receptacles ; Hot Swappable High Temperature Batteries; 1-6A adjustable charger; Full Load Runtime = 3.2 min; ECO mode; Tower and rack mounting; Smart LCD screen; Intelligent slot; RS-232, USB port, and EPO connections; UL, cUL, RoHS approved; TAA Compliant 3 year full Warranty (USA and Canada); 25K load protection policy; 17.2" x 16.1" x 3.5"; 32.3 lbs	$ 879.00
90000865	V80-1500HT2	Xtreme Power V80 Series 1500VA/900W; Line-Interactive UPS; 2U; 120VAC; pure sinewave output; 5' detachable C13 to 5-15 input line cord; (8) 5-15R output receptacles ; Hot Swappable High Temperature Batteries; 1-6A adjustable charger; Full Load Runtime = 9 min; ECO mode; Tower and rack mounting; Smart LCD screen; Intelligent slot; RS-232, USB port, and EPO connections; UL, cUL, RoHS approved; TAA Compliant 3 year full Warranty (USA and Canada); 25K load protection policy; 17.2" x 16.1" x 3.5"; 32.3 lbs	$ 1,099.00
90000867	V80-2000HT1	Xtreme Power V80 Series 2000VA/1200W; Line-Interactive UPS; 2U; 120VAC; pure sinewave output; 5' detachable C19 to 5-20 input line cord; (8) 5-15R output receptacles ; Hot Swappable High Temperature Batteries; 1-6A adjustable charger; Full Load Runtime = 1.7 min; ECO mode; Tower and rack mounting; Smart LCD screen; Intelligent slot; RS-232, USB port, and EPO connections; UL, cUL, RoHS approved; TAA Compliant 3 year full Warranty (USA and Canada); 25K load protection policy; 17.2" x 16.1" x 3.5"; 34.3 lbs	$ 999.00
90000966	V80-2000HT2	Xtreme Power V80 Series 2000VA/1200W; Line-Interactive UPS; 2U; 120VAC; pure sinewave output; 5' detachable C19 to 5-20 input line cord; (8) 5-15R output receptacles ; Hot Swappable High Temperature Batteries; 1-6A adjustable charger; Full Load Runtime = 4.4 min; ECO mode; Tower and rack mounting; Smart LCD screen; Intelligent slot; RS-232, USB port, and EPO connections; UL, cUL, RoHS approved; TAA Compliant 3 year full Warranty (USA and Canada); 25K load protection policy; 17.2" x 16.1" x 3.5"; 46.3 lbs	$ 1,219.00

V80 Series Accessories

Part Number	MODEL	DESCRIPTION	LIST PRICE
90000741	SNMP-2PV3	Internal SNMP/WEB Card for use with V80, P80 or P91(g) Series UPS; Allows for monitoring and management of UPS through a web browser or SNMP platform: Provides shutdown of remote clients via LAN, and Email Notification of UPS status and events. Compatible with SNMP-EMPV2 Environmental Monitor; Packaging = 5.7"W x 5.2"D x 1.7"H, 0.3 lbs	$ 359.00
90000674	SNMP-EMPV2	Environmental Monitoring Sensor to monitor room temperature and humidity - used with SNMP-2PV3 SNMP/WEB Card. Packaging = 5.7"W x 5.2"D x 1.7"H, 0.3 lbs	$ 230.00
90000265	RELAY-MINI	Dry Contact RELAY CARD with DB9 & terminal block adapter; packaging = 5.7"W x 5.2"D x 1.7"H, 0.3 lbs	$ 120.00
90000406	XPC-2PRAIL	2-Post Rail Kit for V80, P80, P91(g) and NXRT 800VA thru 5kVA UPS or EBM; rated for 125 lbs; 4"W x 20"D x 3"H. 5 lbs.	$ 102.00
90000116	XPC-2POSTL	2-Post Shelf Kit for V80, P91(g)-1000, 1500, 2000, 3000; rated for 150lbs; 21.5"W x 23.3"D x 3.5"H. 9 lbs.	$ 160.00
90000392	PV-WMB	Wall mount bracket for use with V80, P80, P91(g) and P91L series UPSs and battery packs up to 5KVA; 4"W x 24"D x 4"H. 5 lbs.	$ 80.00

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90000090	XBDM-1015LV	Xtreme Power XBDM Series 15 Amp Maintenance Bypass Distribution Module with 12' Input line cord with 5-15P plug; (6) 5-15R output receptacles on front of BDM + (4) 5-15R output receptacles on rear of BDM; Includes maint bypass switch allowing for bypassing and maintenance of the UPS without affecting the connected loads;3-Year Warranty (USA and Canada); 19"W x 3.5"D x 1.75"H, 3.5 lbs For use with 700VA, 1000VA, 1500VA V80 Series	$ 379.00
90000409	V805SP71	Xtended 5YR Factory Warranty for V80-700 and V80-1000 (USA and Canada) - 5 Year Coverage includes coverage of electronics and internal batteries, telephone technical support, advanced exchange and ground shipping both ways.	$ 225.00
90000410	V805S52	Xtended 5YR Factory Warranty for V80-1500 and V80-2000 (USA and Canada) - 5 Year Coverage includes coverage of electronics and internal batteries, telephone technical support, advanced exchange and ground shipping both ways.	$ 360.00
90000409	V80HT5SP71	Xtended 5YR Factory Warranty for V80-700 and V80-1000 (USA and Canada) - 5 Year Coverage includes coverage of electronics and internal batteries, telephone technical support, advanced exchange and ground shipping both ways.	$ 225.00
90000410	V80HT5SP52	Xtended 5YR Factory Warranty for V80HT-1500 and V80HT-2000 (USA and Canada) - 5 Year Coverage includes coverage of electronics and internal batteries, telephone technical support, advanced exchange and ground shipping both ways.	$ 360.00
P80 Series Line Interactive UPS			
Part Number	**MODEL**	**DESCRIPTION**	**LIST PRICE**
90000900	P80-800	Xtreme Power P80 Series 800VA/720W; Line-Interactive UPS; true Sinewave output; 2U; 120VAC; 1.5A charger; Full Load Runtime = 4 min; 6' input line cord with 5-15 plug; (8) 5-15R output receptacles; Tower and rack mounting; 97% efficiency in ECO mode; Smart LCD screen; RS-232 and USB port connections; UL, cUL, RoHS approved; 3 year full Warranty (USA and Canada); 50K load protection policy; 17.2"W x 15.1"D x 3.5"H; 29 lbs	$ 789.00
90000901	P80-1100	Xtreme Power P80 Series 1100VA/990W; Line-Interactive UPS; true Sinewave output; 2U; 120VAC; 1.5A charger; Full Load Runtime = 3 min; 6' input line cord with 5-15 plug; (8) 5-15R output receptacles; Tower and rack mounting; 97% efficiency in ECO mode; Smart LCD screen; RS-232 and USB port connections; UL, cUL, RoHS approved; 3 year full Warranty (USA and Canada); 50K load protection policy; 17.2"W x 15.1"D x 3.5"H; 30 lbs	$ 849.00
90000902	P80-1500	Xtreme Power P80 Series 1500VA/1350W; Line-Interactive UPS; true Sinewave output; 2U; 120VAC; 1.5A charger; Full Load Runtime = 4 min; 6' input line cord with 5-15 plug; (8) 5-15R output receptacles; Tower and rack mounting; 97% efficiency in ECO mode; Smart LCD screen; RS-232 and USB port connections; UL, cUL, RoHS approved; 3 year full Warranty (USA and Canada); 50K load protection policy; 17.2"W x 18.9"D x 3.5"H; 43 lbs	$ 1,099.00
90000955	P80-2000	Xtreme Power P80 Series 2000VA/1800W; Line-Interactive UPS; true Sinewave output; 2U; 120VAC; 1.5A charger; Full Load Runtime = 4 min; 6' input line cord with 5-20 plug; (8) 5-15/20R output receptacles; Tower and rack mounting; 97% efficiency in ECO mode; Smart LCD screen; RS-232 and USB port connections; UL, cUL, RoHS approved; 3 year full Warranty (USA and Canada); 50K load protection policy; 17.2"W x 18.9"D x 3.5"H; 48 lbs	$ 1,249.00
90000903	P80-2200	Xtreme Power P80 Series 2200VA/2000W; Line-Interactive UPS; true Sinewave output; 2U; 120VAC; 1.5A charger; Full Load Runtime = 4 min; 6' input line cord with 5-20 plug; (8) 5-15/20R output receptacles; Tower and rack mounting; 97% efficiency in ECO mode; Smart LCD screen; RS-232 and USB port connections; UL, cUL, RoHS approved; 3 year full Warranty (USA and Canada); 50K load protection policy; 17.2"W x 23.6"D x 3.5"H; 68 lbs	$ 1,569.00
90000904	P80-3000	Xtreme Power P80 Series 3000VA/2700W; Line-Interactive UPS; true Sinewave output; 2U; 120VAC; 1.5A charger; Full Load Runtime = 4 min; 6' input line cord with L5-30 plug; (8) 5-15/20R output receptacles; Tower and rack mounting; 97% efficiency in ECO mode; Smart LCD screen; RS-232 and USB port connections; UL, cUL, RoHS approved; 3 year full Warranty (USA and Canada); 50K load protection policy; 17.2"W x 23.6"D x 3.5"H; 71 lbs	$ 1,729.00
90000529	P80-3000V2	Xtreme Power P80 Series 3000VA/2700W; Line-Interactive UPS; true Sinewave output; 2U; 120VAC; 1.5A charger; Full Load Runtime = 4 min; 6' input line cord with L5-30 plug; (6) 5-15/20R and (1) L5-30R output receptacles; Tower and rack mounting; 97% efficiency in ECO mode; Smart LCD screen; RS-232 and USB port connections; UL, cUL, RoHS approved; 3 year full Warranty (USA and Canada); 50K load protection policy; 17.2"W x 23.6"D x 3.5"H; 71 lbs	$ 1,729.00
90000954	P80g-3000	Xtreme Power P80g Series 3000VA/2700W; Line-Interactive UPS; true sinewave output; 2U; 208-240VAC; 1.5A charger; Full Load Runtime = 4 min; IEC C19 to L6-20P detachable input line cord (8 ft); (1) IEC C19 + (8) IEC C13 output receptacles; Tower and rack mounting; 99% efficiency in ECO mode; Smart LCD screen; RS-232 and USB port connections; CE and RoHS approved; 3 year full Warranty (USA and Canada); 50K load protection policy; 17.2"W x 23.6"D x 3.5"H. 71 lbs	$ 1,670.00

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Bundle	P80g-3KTB	Xtreme Power P80g Series 3000VA/2700W UPS and XPD-IT15A Bundle; Line-Interactive, true sinewave UPS with 1500VA/1500W 120V Transformer PDU; 208VAC input -208/120V output; Full Load Runtime = 4 min; System has IEC-C19 to L6-20P detachable input line cord (8 ft); Output receptacles include (1) IEC C19 + (7) IEC C13 (208V) + (16) 5-15R (120V). Rack mounting; 99% efficiency in ECO mode; 1.5A charger; UPS and PDU LCD screens; RS-232 and USB port connections; 3 year full Warranty (USA and Canada); 50K load protection policy; UPS 17.2"W x 23.6"D x 3.5"H. 71 lbs. Transformer 17.5"W x 15"D x 3.5"H , 43 lbs Package Includes: P80g-3000 UPS Power Module (2U) XPD-IT15A Transformer Module (2U) UPS to Transformer Cable C13 to C14 Software P90-Rail 4-Post Rail Kit	$ 2,920.00
90000430	P80g-5000	Xtreme Power P80g Series 5000VA/4500W; Line-Interactive UPS; true sinewave output; 2U; 208-240VAC; 1.5A charger; Full Load Runtime = 2.5 min; L6-30P input line cord (6 ft); (1) L6-30R + (4) IEC C19 output receptacles; Tower and rack mounting; 99% efficiency in ECO mode; Smart LCD screen; RS-232 and USB port connections; CE and RoHS approved; 3 year full Warranty (USA and Canada); 50K load protection policy; 17.2"W x 23.6"D x 3.5"H. 85 lbs	$ 2,750.00
Bundle	P80g-5KB1	Xtreme Power P80g Series 5000VA/4500W; Line-Interactive UPS; true sinewave output; 2U; 208-240VAC; 1.5A charger; Full Load Runtime = 2.5 min; L6-30P input line cord (6 ft); (2) L6-30R + (2) L6-20R + (1) IEC C19 output receptacles; Tower and rack mounting; 99% efficiency in ECO mode; Smart LCD screen; RS-232 and USB port connections; CE and RoHS approved; 3 year full Warranty (USA and Canada); 50K load protection policy; 17.2"W x 23.6"D x 3.5"H. 90 lbs	$ 3,066.00
Bundle	P80g-5KB2	Xtreme Power P80g Series 5000VA/4500W; Line-Interactive UPS and XPD24C13V PDU bundle; true sinewave output; 2U; 208-240VAC; 1.5A charger; Full Load Runtime = 2.5 min; L6-30P input line cord (6 ft); (4) IEC C19 + (24) IEC C13 output receptacles; Tower and rack mounting; 99% efficiency in ECO mode; Smart LCD screen; RS-232 and USB port connections; CE and RoHS approved; 3 year full Warranty (USA and Canada); 50K load protection policy; 17.2"W x 23.6"D x 3.5"H. 97 lbs	$ 3,090.00
Bundle	P80g-5KTB	Xtreme Power P80g Series 5000VA/4500W; Line-Interactive UPS and XPD-IT60A Transformer PDU bundle; true sinewave output; 2U; 208V or 240V in, 208/104V or 240/120V out, Max. 120V load is 4KW; 1.5A charger; Full Load Runtime = 2.5 min; L6-30P input line cord (6 ft); (2) L6-30R, (2) L6-20R and (12) 5-15/20R output receptacles; Tower and rack mounting; 99% efficiency in ECO mode; Smart LCD screen; RS-232 and USB port connections; CE and RoHS approved; 3 year full Warranty (USA and Canada); 50K load protection policy; 17.2"W x 23.6"D x 7"H (4U). 147 lbs. Bundle includes: P80G-5000 UPS, IT60A transformer PDU, (3) receptacle dongles, (2) 4-post rail kits.	$ 5,427.00
90000916	P90-BP48	Extended Runtime Battery Pack for use with P80-1500, P80-2000, P90-2000 or P90L-2000 UPSs; (includes 8 each 12V9AH batteries); __ Battery Packs provide(s) __ minutes runtime @ __KVA load. Tower or Rack Mounting; TUV/UL, RoHS, cUL Approved; 3-Year Full Warranty (USA only); 17.2"W x 18.9"D x 3.5"H; 74.6 lbs	$ 990.00
90000917	P90-BP72	Extended Runtime Battery Pack for use with P80-2200, P80-3000, P80g-3000, or P90/P90L-3000 and P90g/P90Lg-3000 UPSs; (includes 12 each 12V9AH batteries) ;__ Battery Packs provide(s) __ minutes runtime @ __KVA load. Tower or Rack Mounting; TUV/UL, RoHS, cUL Approved; 3-Year Full Warranty (USA only); 17.2"W x 23.6"D x 3.5"H; 104.4 lbs	$ 1,290.00
90000432	P80-BP72X	Extended Runtime Battery Pack for use with P80g-5000 UPS; (includes (12) 12V 580W at 5 min rate batteries) ;__ Battery Packs provide(s) __ minutes runtime @ __KVA load. Tower or Rack Mounting; CE, RoHS Approved; 3-Year Full Warranty (USA only); 17.2"W x 23.6"D x 3.5"H; 110.4 lbs	$ 1,720.00
90000909	P90-RAIL	4-Post Rail Kit for use with P80-800VA thru 5KVA or P90-1KVA thru 3KVA UPS or EBM; 3.8"W x 19.8"D x 2.8"H. 5 lbs.	$ 135.00
90000933	P90L-RAIL	Adjustable Mounting 4-Post Rail Kit . Adjusts out to 35.5". ; 3.8"W x 19.8"D x 2.8"H, 5 lbs	$ 149.00
90000406	XPC-2PRAIL	2-Post Rail Kit for P80, P90, P90L and NXRT 800VA thru 5kVA UPS or EBM; rated for 125 lbs; 4"W x 20"D x 3"H. 5 lbs.	$ 102.00
90000116	XPC-2POSTL	2-Post Shelf Kit for P80-800VA thru 5kVA or P90-1KVA thru 3KVA UPS or EBM; rated for 150 lbs; 21.5"W x 23.3"D x 3.5"H. 9 lbs.	$ 160.00
90000392	PV-WMB	Wall mount bracket for use with P80, P90 and P90L series UPSs and battery packs up to 5KVA; 4"W x 24"D x 4"H. 5 lbs.	$ 80.00
90000377	P90-FRMB	Front Rackmount Bracket for P80 800VA through 2KVA size or P90 1KVA thru 2KVA size. Required when front mounting the UPS to a 2 post or 4 post rack with no rail kit.	$ 36.00
90000741	SNMP-2PV3	Internal SNMP/WEB Card for use with P80 or P90 Series UPS; Allows for monitoring and management of UPS through a web browser or SNMP platform: Provides shutdown of remote clients via LAN, and Email Notification of UPS status and events. Compatible with SNMP-EMPV2 Environmental Monitor; Packaging = 5.7"W x 5.2"D x 1.7"H, 0.3 lbs	$ 359.00

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90000674	SNMP-EMPV2	Environmental Monitoring Sensor to monitor room temperature and humidity - used with SNMP-2PV3 SNMP/WEB Card. Packaging = 5.7"W x 5.2"D x 1.7"H, 0.3 lbs	$ 230.00
90000267	MODBUS-IN	MODBUS CARD for use with the P80 or P90 Series UPS. Packaging = 7.25"W x 6"D x 2.5"H, 1 lbs	$ 319.00
90000265	RELAY-MINI	Dry Contact RELAY CARD with DB9 & terminal block adapter. Packaging = 5.7"W x 5.2"D x 1.7"H, 0.3 lbs	$ 120.00
90000090	XBDM-1015LV	Xtreme Power XBDM Series 15 Amp Maintenance Bypass Distribution Module with 12' Input line cord with 5-15P plug; (6) 5-15R output receptacles on front of BDM + (4) 5-15R output receptacles on rear of BDM; Includes maint bypass switch allowing for bypassing and maintenance of the UPS without affecting the connected loads;3-Year Warranty (USA only); 19"W x 3.5"D x 1.75"H, 3.5 lbs	$ 379.00
90000091	XBDM-1020LV	Xtreme Power XBDM Series 20 Amp Maintenance Bypass Distribution Module with 12' Input line cord with 5-20P plug; (6) 5-20R output receptacles on front of BDM + (4) 5-20R output receptacles on rear of BDM; Includes maint bypass switch allowing for bypassing and maintenance of the UPS without affecting the connected loads; 3-Year Warranty (USA only); 19"W x 3.5"D x 1.75"H, 3.5 lbs	$ 419.00
90000093	XBDM-1030LV	Xtreme Power XBDM Series 30 Amp Maintenance Bypass Distribution Module with 6' Input line cord with L5-30P plug; (5) 5-20R output receptacles on front of BDM (Load Group 1) + (5) 5-20R output receptacles on rear of BDM (Load Group 2); (2) bypass switches allowing for bypassing and maintenance of the UPS without affecting the connected loads; 3-Year Warranty (USA only); 19"W x 3.5"D x 1.75"H, 3.5 lbs	$ 659.00
90000041	XPD1415HV	Xtreme Power XPDU Series Basic Power PDU with 12' Input line cord with 5-15P plug; (6) 5-15R output receptacles on front of PDU + (8) 5-15R output receptacles on rear of PDU; UL60950-1/cUL/FCC Approved; 3-Year Warranty; 19"W x 3.5"D x 1.75"H, 3.5 lbs	$ 138.00
90000045	XPD1420HV	Xtreme Power XPDU Series Basic Power PDU with 12' Input line cord with L5-20P plug (L5-20 to 5-20 adapter included); (6) 5-20R output receptacles on front of PDU + (8) 5-20R output receptacles on rear of PDU; UL60950-1/cUL/FCC Approved; 3-Year Warranty; 19"W x 3.5"D x 1.75"H, 4.8 lbs	$ 190.00
TBD	XPC-ZLC20-620R	P80g/90g Output Cord, 1ft, IEC Locking C20 to 6-15/20R. 3 lbs.	$ 79.00
TBD	XPC-ZLC20-L620R	P80g/90g Output Cord,1ft, IEC Locking C20 to L6-20R. 3 lbs.	$ 79.00
TBD	XPC-ZLC20-L630R	P80g/90g Output Cord, 1ft, IEC Locking C20 to L6-30R. 3 lbs.	$ 79.00
TBD	XPC-C14-615R	P80g/90g Output Cord, 1ft, IEC C14 to 6-15R. 3 lbs.	$ 45.00
90000094	XBDM1020HV2	Xtreme Power XBDM Series Maintenance Bypass Distribution Module for use with P80G-3000 or P90G-3000 UPS; C20 input receptacle; rated at 16A; (2) IEC C19 and (4) IEC C13 output receptacles on front + (4) IEC C13 output receptacles on back; Includes maint bypass switch allowing for bypassing and maintenance of the UPS without affecting the connected loads; Includes (2) IEC C20-C19 cord kit; 3-Year Warranty (USA only); 19"W x 3.5"D x 1.75"H, 3.5 lbs	$ 419.00
90000374	XPD24C13V	Xtreme Power XPDU Series Basic Power PDU, 30A, 200-240V; L6-30P 6ft line cord, (24) C13 output receptacles. Vertical Mount. 1.75"W x 1.75"D x 66"L. 12 lbs	$ 340.00
90000251	XPD31	Xtreme Power XPDU Series Basic Power PDU, 30A, 200-240V; L6-30P 6ft line cord, (2) L6-30R, (2) L6-20R and (4) 6-15/20R output receptacles. Rackmount. 19"W x 4.7"D x 3.5"H. 9 lbs	$ 580.00
90000252	XPD32	Xtreme Power XPDU Series Basic Power PDU, 30A, 200-240V; L6-30P 6ft line cord, (2) L6-30R, (4) L6-20R output receptacles. Rackmount. 19"W x 2.4"D x 3.5"H. 7.5 lbs	$ 580.00
90000253	XPD33	Xtreme Power XPDU Series Basic Power PDU, 30A, 200-240V; L6-30P 6ft line cord, (4) IEC C19 and (8) IEC C13 output receptacles. Rackmount. 19"W x 2.4"D x 3.5"H. 8 lbs	$ 450.00
90000053	XPDU-IEC	Xtreme Power XPDU Series Basic Power 230V PDU with C20 inlet (power cord ordered separately), (10) IEC C13 + (2) IEC C19 output receptacles; 1U Rackmount configuration; CE Listed; 3-Year Warranty; 19"W x 3.5"D x 1.75"H, 2.6 lbs	$ 190.00
90000407	XPD-IT60A	Xtreme Power XPDU Series PDU with Transformer for use with P80G-5000 UPS. 6000VA, 208 or 240V in, 208/104V or 240/120V out. Maximum of 4000W of 120V. L6-30P 3ft line cord. (1) L6-30R and (12) 5-15-20R output receptacles; rear panel 208/240 voltage selection switch; includes front panel rackmount brackets; ROHS Approved; 3-Year Warranty; 19"W x 18"D x 3.5"H (2U), 137 lbs	$ 2,150.00
90000269	XAT-400	400VA Step Down Transformer, 208V to 120V for P80G/P90G and P90LG-3000. Input is 208V IEC C14 on 2ft cord; output is 120V 5-15R on 2ft cord. 7"W x 6.8"D x 5.9"H. 8 lbs.	$ 600.00
90000739	XPD-IT15A	Xtreme Power XPDU Series PDU with Isolation Transformer. 1500VA, 208V in, 120V out. IEC-C14 inlet protected by 10A breaker; 3' C14 to C13 input cord; (16) 5-15R output receptacles protected by 15A breaker; 3-Year Warranty; 17.5"W x 15"D x 3.5"H (2U), 43 lbs.	$ 980.00
90000522	P905SP15	Xtended 5YR Factory Warranty for P80-800/1100/1500 or P90-1000/1500VA UPS (USA only) - 5 Year Coverage includes coverage of electronics and internal batteries, telephone technical support, advanced exchange and ground shipping both ways.	$ 375.00
90000523	P905SP23	Xtended 5YR Factory Warranty for P80-2000/2200/3000 and P80g-3000 or P90-2000/3000VA and P90g-3000 UPS (USA only) - 5 Year Coverage includes coverage of electronics and internal batteries, telephone technical support, advanced exchange and ground shipping both ways.	$ 610.00

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90000431	P805SP5	Xtended 5YR Factory Warranty for P80g-5000 UPS (USA only) - 5 Year Coverage includes coverage of electronics and internal batteries, telephone technical support, advanced exchange and ground shipping both ways.	$ 800.00
90000524	P90L5SPBP	Xtended 5YR Factory Warranty for P90-BP48/BP72 (USA only) - 5 Year Coverage includes coverage of battery pack, telephone technical support, advanced exchange and ground shipping both ways.	$ 320.00
P91 1-3K SERIES - 120 Volt with Lead Acid Batteries			
Part Number	**MODEL**	**DESCRIPTION**	**LIST PRICE**
90000621	P91c-1000	Xtreme Power P91 Series 1000VA/800W; Online UPS; 1U; 120VAC; C14 inlet with 5' C13 to 5-15P input line cord; (3) 5-15R output receptacles; Hot Swappable batteries; 1A charger; Full Load Runtime = 8 min; Front mount rack brackets included; 98% efficiency in ECO mode; Smart LED display; Intelligentt slot; USB port and REPO connections; UL, cUL, RoHS approved; FCC Class A; TAA Compliant; 3 year full Warranty (USA and Canada); 50K load protection policy; 17.2" x 17.8" x 1.7"; 28 lbs	$ 1,130.00
90000756	P91-1000	Xtreme Power P91 Series 1000VA/1000W; Online UPS; 2U; 120VAC; 6' input line cord with 5-15 plug; (8) 5-15R output receptacles, (4) of the output receptacles programmable as group ; Hot Swappable batteries; 1-8A adjustable charger; Full Load Runtime = 3 min; Tower and rack mounting; 98% efficiency in ECO mode; Smart LCD screen; Intelligent slot; RS-232, USB port, and REPO connections; UL, cUL, RoHS approved; FCC Class B; TAA Compliant; 3 year full Warranty (USA and Canada); 50K load protection policy; 17.2" x 15.1" x 3.5"; 25.5 lbs	$ 1,165.00
90000622	P91-1500	Xtreme Power P91 Series 1500VA/1450W; Online UPS; 2U; 120VAC; 6' input line cord with 5-15 plug; (8) 5-15R output receptacles, (4) of the output receptacles programmable as group; Hot Swappable batteries; 1-8A adjustable charger; Full Load Runtime = 3 min; Tower and rack mounting; 98% efficiency in ECO mode; Smart LCD screen; Intelligent slot; RS-232, USB port, and REPO connections; UL, cUL, RoHS approved; FCC Class B; TAA Compliant; 3 year full Warranty (USA and Canada); 50K load protection policy; 17.2" x 15.1" x 3.5"; 34.2 lbs	$ 1,520.00
90000623	P91-2000	Xtreme Power P91 Series 2000VA/1930W; Online UPS; 2U; 120VAC; 6' input line cord with 5-20 plug; (8) 5-15/20R output receptacles, (4) of the output receptacles programmable as group; Hot Swappable batteries; 1-8A adjustable charger; Full Load Runtime = 3 min; Tower and rack mounting; 98% efficiency in ECO mode; Smart LCD screen; Intelligent slot; RS-232, USB port, and REPO connections; UL, cUL, RoHS approved; FCC Class A; TAA Compliant; 3 year full Warranty (USA and Cnada); 50K load protection policy; 17.2" x 19.0" x 3.5"; 43 lbs	$ 1,985.00
90000624	P91-3000	Xtreme Power P91 Series 3000VA/2880W; Online UPS; 2U; 120VAC; 6' input line cord with L5-30 plug; (1) L5-30R + (6) 5-15/20R output receptacles, (3) of the 5-15/20R output receptacles programmable as group; Hot Swappable batteries; 1-8A adjustable charger; Full Load Runtime = 3 min; Tower and rack mounting; 98% efficiency in ECO mode; Smart LCD screen; Intelligent slot; RS-232, USB port, and REPO connections; UL, cUL, RoHS approved; FCC Class A; TAA Compliant; 3 year full Warranty (USA and Canada); 50K load protection policy; 17.2" x 23.8" x 3.5"; 60.6 lbs.	$ 2,650.00
P91g 1-3K SERIES - 208/230 Volt with Lead Acid Batteries			
Part Number	**MODEL**	**DESCRIPTION**	**LIST PRICE**
90000746	P91gc-1000	Xtreme Power P91 Series 1000VA/800W; Online UPS; 1U; 230 VAC, 200/208/220/230/240VAC selectable; C14 inlet with 8' C13 to L6-20P input line cord; (3) C13 output receptacle; Hot Swappable batteries; 1A charger; Full Load Runtime = 8 min; Front mount rack brackets included; 98% efficiency in ECO mode; Smart LED display; Intelligent slot; USB port connection; CE, RoHS; 3 year full Warranty (USA and Canada); 50K load protection policy; 17.2" x 17.8" x 1.7"; 28 lbs.	$ 1,050.00
90000747	P91g-1500	Xtreme Power P91g Series 1500VA/1500W; Online UPS; 2U; 230 VAC, 200/208/220/230/240VAC selectable; IEC-C14 Inlet with 8' IEC C13 to L6-20P detachable input line cord; (8) IEC C13 output receptacles, (4) of the output receptacles programmable as group; Hot Swappable Batteries; 1-12A adjustible charger; Full Load Runtime = 3 min; Tower and rack mounting; 98% efficiency in ECO mode; Smart LCD screen; RS-232 and USB port connections; CE and RoHS approved; TAA Compliant; 3 year full Warranty (USA only); 50K load protection policy; 17.2" x 15.1" x 3.5". 34.2 lbs. Capacity derates 90% for 200 or 208 VAC output.	$ 1,399.00
90000748	P91g-2000	Xtreme Power P91 Series 2000VA/2000W; Online UPS; 2U; 230VAC, 200/208/220/230/240VAC selectable ; IEC-C20 Inlet with 8' IEC C19 to L6-20P detachable input line cord; (8) IEC C13 output receptacles, (4) of the output receptacles programmable as group; Hot Swappable batteries; 1-12A adjustable charger; Full Load Runtime = 3 min; Tower and rack mounting; 98% efficiency in ECO mode; Smart LCD screen; RS-232 and USB port connections; CE, RoHS approved; TAA Compliant; 3 year full Warranty (USA and Cnada); 50K load protection policy; 17.2" x 19.0" x 3.5"; 43 lbs. Capacity derates 90% for 200 or 208 VAC output.	$ 1,829.00

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90000749	P91g-3000	Xtreme Power P91g Series 3000VA/3000W; Online UPS; 2U; 230VAC, 200/208/220/230/240VAC selectable ; IEC-C20 Inlet with 8' IEC C19 to L6-20P detachable input line cord; (1) C19 + (8) IEC C13 output receptacles, (4) of the output receptacles programmable as group; Hot Swappable batteries; 1-12A adjustable charger; Full Load Runtime = 3 min; Tower and rack mounting; up to 98% efficiency in ECO mode; Smart LCD screen; RS-232 and USB port connections; CE, RoHS approved; 3 year full Warranty (USA and Canada); 50K load protection policy; 17.2" x 23.8" x 3.5". 60.6 lbs. Capacity derates 90% for 200 or 208 VAC output.	$ 2,449.00
P91 1-3K SERIES External Batteries and Accessories			
Part Number	**MODEL**	**DESCRIPTION**	**LIST PRICE**
90000787	P91-BP36	Extended Runtime Battery Pack for use with P91(g)-1500 (includes 2 strings of 12V9AH batteries); __ Battery Packs provide(s) __ minutes runtime @ __KVA load. Tower or Rack Mounting; UL, cUL, RoHS Approved; 3-Year Full Warranty (USA and Canada); 17.2"W x 18.9"D x 3.5"H; 58.1 lbs	$ 920.00
90000788	P91-BP36E	Extended Runtime Battery Pack for use with P91(g)-1500 (includes 4 strings of 12V9AH batteries); __ Battery Packs provide(s) __ minutes runtime @ __KVA load. Tower or Rack Mounting; UL, cUL, RoHS Approved; 3-Year Full Warranty (USA and Canada); 17.2"W x 23.6"D x 3.5"H; 104.4 lbs	$ 1,320.00
90000789	P91-BP48	Extended Runtime Battery Pack for use with P91(g)-2000 UPS; (includes 2 strings of 12V9AH batteries); __ Battery Packs provide(s) __ minutes runtime @ __KVA load. Tower or Rack Mounting; UL, cUL, RoHS Approved; 3-Year Full Warranty (USA and Canada); 17.2"W x 18.9"D x 3.5"H; 74.6 lbs	$ 1,080.00
90000790	P91-BP72	Extended Runtime Battery Pack for use with P91-3000 and P91g-3000 UPSs; (includes 2 strings of 12V9AH batteries) ;__ Battery Packs provide(s) __ minutes runtime @ __KVA load. Tower or Rack Mounting; UL, cUL, RoHS Approved; 3-Year Full Warranty (USA and Canada); 17.2"W x 23.6"D x 3.5"H; 104.4 lbs	$ 1,290.00
TBD	XPC-C14-615R	P91g Output Cord, 1ft, IEC C14 to 6-15R. 3 lbs.	$ 45.00
TBD	XPC-C14-620R	P91g Output Cord, 1ft, IEC C14 to 6-20R. 3 lbs.	$ 49.00
TBD	XPC-C14-L620R	P91g Output Cord, 1ft, IEC C14 to L6-20R. 3 lbs.	$ 69.00
TBD	XPC-C14-L630R	P91g Output Cord, 1ft, IEC C14 to L6-30R. 3 lbs.	$ 69.00
	XPC-ZLC20-620R	Optional 12" output cord, Locking C20 to 6-15/20 receptacle; 3 lbs.	$ 79.00
	XPC-ZLC20-L620R	Optional 12" output cord, Locking C20 to L6-20 receptacle; 3 lbs.	$ 79.00
	XPC-ZLC20-L630R	Optional 12" output cord, Locking C20 to L6-30 receptacle; 3 lbs.	$ 79.00
90000909	P90-RAIL	4-Post Rail Kit for use with P91(g)-1000, 1500, 2000, 3000; 3.8"W x 19.8"D x 2.8"H. 5 lbs.	$ 135.00
90000406	XPC-2PRAIL	2-Post Rail Kit for P80, P91(g) and NXRT 800VA thru 5kVA UPS or EBM; rated for 125 lbs; 4"W x 20"D x 3"H. 5 lbs.	$ 102.00
90000116	XPC-2POSTL	2-Post Shelf Kit for P91(g)-1000, 1500, 2000, 3000; rated for 150lbs; 21.5"W x 23.3"D x 3.5"H. 9 lbs.	$ 160.00
90000392	PV-WMB	Wall mount bracket for use with P80, P91(g) and P91L series UPSs and battery packs up to 5KVA; 4"W x 24"D x 4"H. 5 lbs.	$ 80.00
90000377	P90-FRMB	Front Rackmount Bracket for P80 800VA through 2KVA size or P91 1KVA thru 2KVA size. Required when front mounting the UPS to a 2 post or 4 post rack with no rail kit.	$ 36.00
90000741	SNMP-2PV3	Internal SNMP/WEB Card for use with P80 or P91(g) Series UPS; Allows for monitoring and management of UPS through a web browser or SNMP platform: Provides shutdown of remote clients via LAN, and Email Notification of UPS status and events. Compatible with SNMP-EMPV2 Environmental Monitor; Packaging = 5.7"W x 5.2"D x 1.7"H, 0.3 lbs	$ 359.00
90000674	SNMP-EMPV2	Environmental Monitoring Sensor to monitor room temperature and humidity - used with SNMP-2PV3 SNMP/WEB Card. Packaging = 5.7"W x 5.2"D x 1.7"H, 0.3 lbs	$ 230.00
90000267	MODBUS-IN	MODBUS CARD for use with the P91(g) Series UPS; packaging = 7.25" x 6" x 2.5", 1 lbs	$ 319.00
90000265	RELAY-MINI	Dry Contact RELAY CARD with DB9 & terminal block adapter; packaging = 5.7"W x 5.2"D x 1.7"H, 0.3 lbs	$ 120.00
90000090	XBDM-1015LV	Xtreme Power XBDM Series 15 Amp Maintenance Bypass Distribution Module with 12' Input line cord with 5-15P plug; (6) 5-15R output receptacles on front of BDM + (4) 5-15R output receptacles on rear of BDM; Includes maint bypass switch allowing for bypassing and maintenance of the UPS without affecting the connected loads;3-Year Warranty (USA and Canada); 19"W x 3.5"D x 1.75"H, 3.5 lbs	$ 379.00
90000091	XBDM-1020LV	Xtreme Power XBDM Series 20 Amp Maintenance Bypass Distribution Module with 12' Input line cord with 5-20P plug; (6) 5-20R output receptacles on front of BDM + (4) 5-20R output receptacles on rear of BDM; Includes maint bypass switch allowing for bypassing and maintenance of the UPS without affecting the connected loads; 3-Year Warranty (USA and Canada); 19"W x 3.5"D x 1.75"H, 3.5 lbs	$ 419.00
90000093	XBDM-1030LV	Xtreme Power XBDM Series 30 Amp Maintenance Bypass Distribution Module with 6' Input line cord with L5-30P plug; (5) 5-20R output receptacles on front of BDM (Load Group 1) + (5) 5-20R output receptacles on rear of BDM (Load Group 2); (2) bypass switches allowing for bypassing and maintenance of the UPS without affecting the connected loads; 3-Year Warranty (USA and Canada); 19"W x 3.5"D x 1.75"H, 3.5 lbs	$ 659.00

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90000041	XPD1415HV	Xtreme Power XPDU Series Basic Power PDU with 12' Input line cord with 5-15P plug; (6) 5-15R output receptacles on front of PDU + (8) 5-15R output receptacles on rear of PDU; UL60950-1/cUL/FCC Approved; 3-Year Warranty (USA and Canada); 19"W x 3.5"D x 1.75"H, 3.5 lbs	$ 138.00
90000045	XPD1420HV	Xtreme Power XPDU Series Basic Power PDU with 12' Input line cord with L5-20P plug (L5-20 to 5-20 adapter included); (6) 5-20R output receptacles on front of PDU + (8) 5-20R output receptacles on rear of PDU; UL60950-1/cUL/FCC Approved; 3-Year Warranty (USA and Canada); 19"W x 3.5"D x 1.75"H, 4.8 lbs	$ 190.00
90000094	XBDM1020HV2	Xtreme Power XBDM Series Maintenance Bypass Distribution Module with C20 input receptacle; rated at 16A; (2) IEC C19 and (4) IEC C13 output receptacles on front + (4) IEC C13 output receptacles on back; Includes maint bypass switch allowing for bypassing and maintenance of the UPS without affecting the connected loads; Includes (2) IEC C20C19 cord kit; 3-Year Warranty (USA only); 19"W x 3.5"D x 1.75"H, 3.5 lbs	$ 419.00
90000053	XPDU-IEC	Xtreme Power XPDU Series Basic Power 230V PDU with C20 inlet (power cord ordered separately), (10) IEC C13 + (2) IEC C19 output receptacles; 1U Rackmount configuration; CE Listed; 3-Year Warranty; 19"W x 3.5"D x 1.75"H, 2.6 lbs	$ 190.00
90000269	XAT-400	400VA Step Down Transformer, 208V to 120V for P90G and P90LG-3000. Input is 208V IEC C14 on 2ft cord; output is 120V 5-15R on 2ft cord. 7"W x 6.8"D x 5.9"H. 8 lbs.	$ 600.00
90000739	XPD-IT15A	Xtreme Power XPDU Series PDU with Isolation Transformer. 1500W, 208V in, 120V out. IEC-C14 inlet protected by 10A breaker; (16) 5-15R output receptacles protected by 15A breaker; 3-Year Warranty; 17.5"W x 15"D x 3.5"H (2U), 43 lbs.	$ 980.00
90000877	P915SP15	Xtended 5YR Factory Warranty forP91c-1000, P91-1000, P91-1500 UPS (USA and Canada) - 5 Year Coverage includes coverage of electronics and internal batteries, telephone technical support, advanced exchange and ground shipping both ways.	$ 375.00
90000878	P915SP23	Xtended 5YR Factory Warranty for P91-2000/3000VA and P91g-3000 UPS (USA and Canada) - 5 Year Coverage includes coverage of electronics and internal batteries, telephone technical support, advanced exchange and ground shipping both ways.	$ 610.00
90000879	P91L5SPBP	Xtended 5YR Factory Warranty for P91-BP36/BP36E/BP42/BP72 (USA and Canada) - 5 Year Coverage includes coverage of battery pack, telephone technical support, advanced exchange and ground shipping both ways..	$ 320.00
P91 1-3K SERIES - 120 Volt with Lithium-ion Batteries			
Part Number	**MODEL**	**DESCRIPTION**	**LIST PRICE**
90000750	P91-1.5KLi	Xtreme Power P91 Series 1500VA/1350W; Online UPS with Lithium-ion batteries; 2U; 120VAC; 6' input line cord with 5-15P; (8) 5-15R output receptacles, (4) of the output receptacles programmable as group; 1-8A adjustable charger; Full Load Runtime = 8 min; Tower and rack mounting; up to 98% efficiency in ECO mode; Smart LCD screen; Intelligent slot; RS-232 and USB port; REPO connection; UL, cUL, RoHS approved; FCC Class A UPS Approvals; UL1973 battery pack compliance; UN38.3 for battery transportation; 6 year full Warranty (USA and Canada), 1 year full Warranty (worldwide); 50K load protection policy; 17.2" x 15.1" x 3.5"; 25.6 lbs	$ 2,520.00
90000751	P91-2KLi	Xtreme Power P91 Series 2000VA/1800W; Online UPS with Lithium-ion batteries; 2U; 120VAC; 6' input line cord with 5-20 plug; (8) 5-15/20R output receptacles, (4) of the output receptacles programmable as group; 1-8A adjustable charger; Full Load Runtime = 14 min; Tower and rack mounting; 98% efficiency in ECO mode; Smart LCD screen; Intelligent slot, RS-232 and USB port connections; REPO connection; UL, cUL, RoHS approved; FCC Class A UPS Approvals; UL1973 battery pack compliance; UN38.3 for battery transportation 6 year full Warranty (USA and Canada), 1 year full Warranty (worldwide); 50K load protection policy; 17.2" x 19.0" x 3.5"; 33.5 lbs	$ 3,730.00
90000752	P91-3kLi	Xtreme Power P91 Series 3000VA/2700W; Online UPS with Lithium-ion batteries; 2U; 120VAC; 6' input line cord with L5-30 plug; (1) L5-30R + (6) 5-15/20R output receptacles, (3) of the 5-15/20R output receptacles programmable as group; 1-8A adjustable charger; Full Load Runtime = 11 min; Tower and rack mounting; 98% efficiency in ECO mode; Smart LCD screen; Intelligent slot, RS-232 and USB port connections, REPO connection; UL, cUL, RoHS approved; FCC Class A UPS Approvals; UL1973 battery pack compliance; UN38.3 for battery transportation ; 6 year full Warranty (USA and Canada); 50K load protection policy; 17.2" x 23.8" x 3.5"; 45.2 lbs.	$ 4,570.00
P91g 1-3K SERIES - 208/230 Volt with Lithium-ion Batteries			
Part Number	**MODEL**	**DESCRIPTION**	**LIST PRICE**
90000753	P91g-1.5KLi	Xtreme Power P91 Series 1500VA/1350W; Online UPS with Lithium-ion batteries; 2U; 208/230VAC; C14 inlet with 8' C13 to L6-20P line cord ; (8) IEC C13 output receptacles, (4) of the output receptacles programmable as group; 1-8A adjustable charger; Full Load Runtime = 8 min; Tower and rack mounting; up to 98% efficiency in ECO mode; Smart LCD screen; Intelligent slot; RS-232 and USB port; REPO connection; UL, cUL, RoHS approved; UL1973 battery pack compliance; UN38.3 for battery transportation; 6 year full Warranty (USA and Canada); 50K load protection policy; 17.2" x 15.1" x 3.5"; 25.6 lbs	$ 2,470.00

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90000754	P91g-2KLi	Xtreme Power P91 Series 2000VA/1800W; Online UPS with Lithium-ion batteries; 2U; 208/230VAC; C20 Inlet with 8' C19 to L6-20P line cord ; (8) IEC C13 output receptacles (4) of the output receptacles programmable as group; 1-8A adjustable charger; Full Load Runtime = 14 min; Tower and rack mounting; 98% efficiency in ECO mode; Smart LCD screen; Intelligent slot, RS-232 and USB port connections; REPO connection; CE, RoHS approved; UL1973 battery pack compliance; UN38.3 for battery transportation 6 year full Warranty (USA and Canada), 1 year full Warranty (worldwide); 50K load protection policy; 17.2" x 19.0" x 3.5"; 33.5 lbs	$ 3,680.00
90000755	P91g-3kLi	Xtreme Power P91 Series 3000VA/2700W; Online UPS with Lithium-ion batteries; 2U; 208/230VAC; C20 Inlet with 8' C19 to L6-20P line cord ; (1) IEC C19,(8) IEC C13 output receptacles, (4) of the C13 output receptacles programmable as group; 1-8A adjustable charger; Full Load Runtime = 11 min; Tower and rack mounting; 98% efficiency in ECO mode; Smart LCD screen; Intelligent slot, RS-232 and USB port connections, REPO connection; CE, RoHS approved; UL1973 battery pack compliance; UN38.3 for battery transportation ; 6 year full Warranty (USA and Canada), 1 year full Warranty (worldwide); 50K load protection policy; 17.2" x 23.8" x 3.5"; 45.2 lbs.	$ 4,520.00
TBD	XPC-C14-615R	P91g Output Cord, 1ft, IEC C14 to 6-15R. 3 lbs.	$ 45.00
TBD	XPC-ZLC20-620R	Optional 12" output cord, Locking C20 to 6-15/20 receptacle for use with P91g-3kLi; 3 lbs.	$ 79.00
TBD	XPC-ZLC20-L620R	Optional 12" output cord, Locking C20 to L6-20 receptacle for use with P91g-3kLi; 3 lbs.	$ 79.00
TBD	XPC-ZLC20-L630R	Optional 12" output cord, Locking C20 to L6-30 receptacle for use with P91g-3kLi; 3 lbs.	$ 79.00
90000909	P90-RAIL	4-Post Rail Kit for use with P91(g)-1000, 1500, 2000, 3000; 3.8"W x 19.8"D x 2.8"H. 5 lbs.	$ 135.00
90000406	XPC-2PRAIL	2-Post Rail Kit for P80, P91(g) and NXRT 800VA thru 5kVA UPS or EBM; rated for 125 lbs; 4"W x 20"D x 3"H. 5 lbs.	$ 102.00
90000116	XPC-2POSTL	2-Post Shelf Kit for P91(g)-1000, 1500, 2000, 3000; rated for 150lbs; 21.5"W x 23.3"D x 3.5"H. 9 lbs.	$ 160.00
90000392	PV-WMB	Wall mount bracket for use with P80, P91(g) and P91L series UPSs and battery packs up to 5KVA; 4"W x 24"D x 4"H. 5 lbs.	$ 80.00
90000377	P90-FRMB	Front Rackmount Bracket for P80 800VA through 2KVA size or P91 1KVA thru 2KVA size. Required when front mounting the UPS to a 2 post or 4 post rack with no rail kit.	$ 36.00
90000741	SNMP-2PV3	Internal SNMP/WEB Card for use with P80 or P91(g) Series UPS; Allows for monitoring and management of UPS through a web browser or SNMP platform: Provides shutdown of remote clients via LAN, and Email Notification of UPS status and events. Compatible with SNMP-EMPV2 Environmental Monitor; Packaging = 5.7"W x 5.2"D x 1.7"H, 0.3 lbs	$ 359.00
90000674	SNMP-EMPV2	Environmental Monitoring Sensor to monitor room temperature and humidity - used with SNMP-2PV3 SNMP/WEB Card. Packaging = 5.7"W x 5.2"D x 1.7"H, 0.3 lbs	$ 230.00
90000267	MODBUS-IN	MODBUS CARD for use with the P91(g) Series UPS; packaging = 7.25" x 6" x 2.5", 1 lbs	$ 319.00
90000265	RELAY-MINI	Dry Contact RELAY CARD with DB9 & terminal block adapter; packaging = 5.7"W x 5.2"D x 1.7"H, 0.3 lbs	$ 120.00
90000090	XBDM-1015LV	Xtreme Power XBDM Series 15 Amp Maintenance Bypass Distribution Module with 12' Input line cord with 5-15P plug; (6) 5-15R output receptacles on front of BDM + (4) 5-15R output receptacles on rear of BDM; Includes maint bypass switch allowing for bypassing and maintenance of the UPS without affecting the connected loads;3-Year Warranty (USA and Canada); 19"W x 3.5"D x 1.75"H, 3.5 lbs	$ 379.00
90000091	XBDM-1020LV	Xtreme Power XBDM Series 20 Amp Maintenance Bypass Distribution Module with 12' Input line cord with 5-20P plug; (6) 5-20R output receptacles on front of BDM + (4) 5-20R output receptacles on rear of BDM; Includes maint bypass switch allowing for bypassing and maintenance of the UPS without affecting the connected loads; 3-Year Warranty (USA and Canada); 19"W x 3.5"D x 1.75"H, 3.5 lbs	$ 419.00
90000093	XBDM-1030LV	Xtreme Power XBDM Series 30 Amp Maintenance Bypass Distribution Module with 6' Input line cord with L5-30P plug; (5) 5-20R output receptacles on front of BDM (Load Group 1) + (5) 5-20R output receptacles on rear of BDM (Load Group 2); (2) bypass switches allowing for bypassing and maintenance of the UPS without affecting the connected loads; 3-Year Warranty (USA and Canada); 19"W x 3.5"D x 1.75"H, 3.5 lbs	$ 659.00
90000041	XPD1415HV	Xtreme Power XPDU Series Basic Power PDU with 12' Input line cord with 5-15P plug; (6) 5-15R output receptacles on front of PDU + (8) 5-15R output receptacles on rear of PDU; UL60950-1/cUL/FCC Approved; 3-Year Warranty (USA and Canada); 19"W x 3.5"D x 1.75"H, 3.5 lbs	$ 138.00
90000045	XPD1420HV	Xtreme Power XPDU Series Basic Power PDU with 12' Input line cord with L5-20P plug (L5-20 to 5-20 adapter included); (6) 5-20R output receptacles on front of PDU + (8) 5-20R output receptacles on rear of PDU; UL60950-1/cUL/FCC Approved; 3-Year Warranty (USA and Canada); 19"W x 3.5"D x 1.75"H, 4.8 lbs	$ 190.00

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90000094	XBDM1020HV2	Xtreme Power XBDM Series Maintenance Bypass Distribution Module with C20 input receptacle; rated at 16A; (2) IEC C19 and (4) IEC C13 output receptacles on front + (4) IEC C13 output receptacles on back; Includes maint bypass switch allowing for bypassing and maintenance of the UPS without affecting the connected loads; Includes (2) IEC C20C19 cord kit; 3-Year Warranty (USA only); 19"W x 3.5"D x 1.75"H, 3.5 lbs	$ 419.00
90000053	XPDU-IEC	Xtreme Power XPDU Series Basic Power 230V PDU with C20 inlet (power cord ordered separately), (10) IEC C13 + (2) IEC C19 output receptacles; 1U Rackmount configuration; CE Listed; 3-Year Warranty; 19"W x 3.5"D x 1.75"H, 2.6 lbs	$ 190.00
90000269	XAT-400	400VA Step Down Transformer, 208V to 120V for P90G and P90LG-3000. Input is 208V IEC C14 on 2ft cord; output is 120V 5-15R on 2ft cord. 7"W x 6.8"D x 5.9"H. 8 lbs.	$ 600.00
90000739	XPD-IT15A	Xtreme Power XPDU Series PDU with Isolation Transformer. 1500W, 208V in, 120V out. IEC-C14 inlet protected by 10A breaker; (16) 5-15R output receptacles protected by 15A breaker; 3-Year Warranty; 17.5"W x 15"D x 3.5"H (2U), 43 lbs.	$ 980.00
90001036	P91ADVEX	Advanced Exchange Warranty Upgrade for advanced warranty exchange and shipping for P91(g)-1.5kLi, P91(g)-2kLi, and P91(g)-3kLi UPS (USA and Canada)	$ 250.00
P90L 1.5-3K Series Double Conversion UPS			
90000912	P90L-1500	Xtreme Power P90L Series 1250VA/1125W; Online UPS; 2U; 120VAC; 6A charger w/ no internal batteries; 6' input line cord with 5-15 plug; (8) 5-15R output receptacles; Tower and rack mounting; 98% efficiency in ECO mode; Smart LCD screen; RS-232 and USB port connections; UL, cUL, RoHS approved; TAA Compliant; 3 year full Warranty (USA only); 50K load protection policy; 17.2" x 18.9" x 3.5"; 33 lbs	$ 1,450.00
90000913	P90L-2000	Xtreme Power P90L Series 1700VA/1530W; Online UPS; 2U; 120VAC; 6A charger w/ no internal batteries; 6' input line cord with 5-20 plug; (8) 5-15/20R output receptacles; Tower and rack mounting; 98% efficiency in ECO mode; Smart LCD screen; RS-232 and USB port connections; UL, cUL, RoHS approved; TAA Compliant; 3 year full Warranty (USA only); 50K load protection policy; 17.2" x 18.9" x 3.5"; 35 lbs	$ 1,675.00
90000914	P90L-3000	Xtreme Power P90L Series 2500VA/2250W; Online UPS; 2U; 120VAC; 6A charger w/ no internal batteries; 6' input line cord with L5-30 plug; (1) L5-30R + (4) 5-15/20R output receptacles; Tower and rack mounting; 98% efficiency in ECO mode; Smart LCD screen; RS-232 and USB port connections; UL, cUL, RoHS approved; TAA Compliant; 3 year full Warranty (USA only); 50K load protection policy; 17.2" x 25.8" x 3.5"; 47 lbs	$ 2,525.00
90000921	P90Lg-3000	Xtreme Power P90L Series 3000VA/2400W; Online UPS; 2U; 208-240VAC; 6A charger w/ no internal batteries; IEC C20 to L6-20P detachable input line cord (8 ft); (1)IEC-C19 + (6) IEC-C13 output receptacles; Tower and rack mounting; 98% efficiency in ECO mode; Smart LCD screen; RS-232 and USB port connections; CE and RoHS approved; TAA Compliant; 3 year full Warranty (USA only); 50K load protection policy; 17.2" x 25.8" x 3.5"; 47 lbs	$ 2,490.00
90000915	P90-BP36	Extended Runtime Battery Pack for use with P90/P90L-1500 (includes 6 each 12V9AH batteries); __ Battery Packs provide(s) __ minutes runtime @ __KVA load. Tower or Rack Mounting; TUV/UL, RoHS, cUL Approved; TAA Compliant; 3-Year Full Warranty (USA only); 17.2"W x 18.9"D x 3.5"H; 58.1 lbs	$ 920.00
90000923	P90-BP36E	Extended Runtime Battery Pack for use with P90/P90L-1500 (includes 12 each 12V9AH batteries); __ Battery Packs provide(s) __ minutes runtime @ __KVA load. Tower or Rack Mounting; TUV/UL, RoHS, cUL Approved; TAA Compliant; 3-Year Full Warranty (USA only); 17.2"W x 23.6"D x 3.5"H; 104.4 lbs	$ 1,320.00
90000916	P90-BP48	Extended Runtime Battery Pack for use with P80-1500, P80-2000, P90 and P90L-2000 UPSs; (includes 8 each 12V9AH batteries); __ Battery Packs provide(s) __ minutes runtime @ __KVA load. Tower or Rack Mounting; TUV/UL, RoHS, cUL Approved; TAA Compliant; 3-Year Full Warranty (USA only); 17.2"W x 18.9"D x 3.5"H; 74.6 lbs	$ 990.00
90000917	P90-BP72	Extended Runtime Battery Pack for use with P90/ P90L-3000 and P90g/P90Lg-3000 UPSs; (includes 12 each 12V9AH batteries) ;__ Battery Packs provide(s) __ minutes runtime @ __KVA load. Tower or Rack Mounting; TUV/UL, RoHS, cUL Approved; TAA Compliant; 3-Year Full Warranty (USA only); 17.2"W x 23.6"D x 3.5"H; 104.4 lbs	$ 1,290.00
TBD	XPC-C14-615R	P91g Output Cord, 1ft, IEC C14 to 6-15R. 3 lbs.	$ 59.00
TBD	XPC-ZLC20-620R	Optional 12" output cord, Locking C20 to 6-15/20 receptacle for use with TX91; 3 lbs.	$ 79.00
TBD	XPC-ZLC20-L620R	Optional 12" output cord, Locking C20 to L6-20 receptacle for use with TX91; 3 lbs.	$ 79.00
TBD	XPC-ZLC20-L630R	Optional 12" output cord, Locking C20 to L6-30 receptacle for use with TX91; 3 lbs.	$ 79.00
90000909	P90-RAIL	Adjustable Mounting 4-Post Rail Kit for P90L-1500/2000/3000 and P90-BP36/48/72; packaging = 3.8"W x 19.8"D x 2.8"H, 5 lbs	$ 135.00
90000406	XPC-2PRAIL	2-Post Rail Kit for P80, P90, P90L and NXRT 800VA thru 5kVA UPS or EBM; rated for 125 lbs; 4"W x 20"D x 3"H. 5 lbs.	$ 102.00
90000116	XPC-2POSTL	2-Post Shelf Kit for P90L-1500/2000/3000 and P90-BP36/48/72; 21/5"W x 23.3"D x 3.5"H. 9 lbs	$ 160.00

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90000741	SNMP-2PV3	Internal SNMP/WEB Card for use with P80 or P90 Series UPS; Allows for monitoring and management of UPS through a web browser or SNMP platform: Provides shutdown of remote clients via LAN, and Email Notification of UPS status and events. Compatible with SNMP-EMPv2 Environmental Monitor; Packaging = 5.7"W x 5.2"D x 1.7"H, 0.3 lbs	$ 359.00
90000674	SNMP-EMPV2	Environmental Monitoring Sensor to monitor room temperature and humidity - used with SNMP-2PV3 SNMP/WEB Card. Packaging = 5.7"W x 5.2"D x 1.7"H, 0.3 lbs	$ 230.00
90000265	RELAY-MINI	Dry Contact RELAY CARD with DB9 & terminal block adapter; packaging = 5.7"W x 5.2"D x 1.7"H, 0.3 lbs	$ 120.00
90000267	MODBUS-IN	MODBUS CARD for use with the P90L Series UPS; packaging = 7.25" x 6" x 2.5", 1 lbs	$ 319.00
90000090	XBDM-1015LV	Xtreme Power XBDM Series 15 Amp Maintenance Bypass Distribution Module with 12' Input line cord with 5-15P plug; (6) 5-15R output receptacles on front of BDM + (4) 5-15R output receptacles on rear of BDM; Includes maint bypass switch allowing for bypassing and maintenance of the UPS without affecting the connected loads;3-Year Warranty (USA only); 19"W x 3.5"D x 1.75"H, 3.5 lbs	$ 379.00
90000091	XBDM-1020LV	Xtreme Power XBDM Series 20 Amp Maintenance Bypass Distribution Module with 12' Input line cord with 5-20P plug; (6) 5-20R output receptacles on front of BDM + (4) 5-20R output receptacles on rear of BDM; Includes maint bypass switch allowing for bypassing and maintenance of the UPS without affecting the connected loads; 3-Year Warranty (USA only); 19"W x 3.5"D x 1.75"H, 3.5 lbs	$ 419.00
90000093	XBDM-1030LV	Xtreme Power XBDM Series 30 Amp Maintenance Bypass Distribution Module with 6' Input line cord with L5-30P plug; (5) 5-20R output receptacles on front of BDM (Load Group 1) + (5) 5-20R output receptacles on rear of BDM (Load Group 2); (2) bypass switches allowing for bypassing and maintenance of the UPS without affecting the connected loads; 3-Year Warranty (USA only); 19"W x 3.5"D x 1.75"H, 3.5 lbs	$ 659.00
90000094	XBDM1020HV2	Xtreme Power XBDM Series Maintenance Bypass Distribution Module with C20 inlet for customer supplied power cord; rated at 16A; (2) IEC C19 and (4) IEC C13 output receptacles on front + (4) IEC C13 output receptacles on back; Includes maint bypass switch allowing for bypassing and maintenance of the UPS without affecting the connected loads; Includes (2) IEC C20 to C19 cord kits for connecting the XBDM to the P90G-3000 or P90LG-3000 UPS; 3-Year Warranty (USA only); 19"W x 3.5"D x 1.75"H, 3.5 lbs	$ 419.00
90000041	XPD1415HV	Xtreme Power XPDU Series Basic Power PDU with 12' Input line cord with 5-15P plug; (6) 5-15R output receptacles on front of PDU + (8) 5-15R output receptacles on rear of PDU; UL60950-1/cUL/FCC Approved; 3-Year Warranty; 19"W x 3.5"D x 1.75"H, 3.5 lbs	$ 138.00
90000045	XPD1420HV	Xtreme Power XPDU Series Basic Power PDU with 12' Input line cord with L5-20P plug (L5-20 to 5-20 adapter included); (6) 5-20R output receptacles on front of PDU + (8) 5-20R output receptacles on rear of PDU; UL60950-1/cUL/FCC Approved; 3-Year Warranty; 19"W x 3.5"D x 1.75"H, 4.8 lbs	$ 190.00
90000053	XPDU-IEC	Xtreme Power XPDU Series Basic Power 230V PDU with C20 inlet (power cord ordered separately), (10) IEC C13 + (2) IEC C19 output receptacles; 1U Rackmount configuration; CE Listed; 3-Year Warranty; 19"W x 3.5"D x 1.75"H, 2.6 lbs	$ 190.00
90000739	XPD-IT15A	Xtreme Power XPDU Series PDU with Isolation Transformer. 1500VA, 208V in, 120V out. IEC-C14 inlet protected by 10A breaker; 3' C14 to C13 input cord; (16) 5-15R output receptacles protected by 15A breaker; 3-Year Warranty; 17.5"W x 15"D x 3.5"H (2U), 43 lbs.	$ 980.00
90000269	XAT-400	400VA Step Down Transformer, 208V to 120V for P90g and P90Lg-3000. Input is 208V IEC C14 on 2ft cord; output is 120V 5-15R on 2ft cord. 7"W x 6.8"D x 5.9"H. 8 lbs.	$ 600.00
90000527	P90L5SP15	Xtended 5YR Factory Warranty for P90L 1500VA (USA only) - 5 Year Coverage includes coverage of electronics, telephone technical support, advanced exchange and ground shipping both ways..	$ 370.00
90000528	P90L5SP23	Xtended 5YR Factory Warranty for P90L 2000/3000VA and P90Lg-3000 (USA only) - 5 Year Coverage includes coverage of electronics, telephone technical support, advanced exchange and ground shipping both ways..	$ 610.00
90000524	P90L5SPBP	Xtended 5YR Factory Warranty for P90L-BP36/BP42/BP72 (USA only) - 5 Year Coverage includes coverage of battery pack, telephone technical support, advanced exchange and ground shipping both ways..	$ 320.00
P90HT Series Double Conversion 1.5K-3KVA Harsh Temperature UPS			
Part Number	**MODEL**	**DESCRIPTION**	**LIST PRICE**
Bundle	P90HT-1500	Xtreme Power P90HT Series 1250VA/1125W; 120VAC Online UPS for harsh temperature environments; Operating temperatures up to 122 deg F (derates above 104F); 12 year battery service life at 25 deg C; includes one P90-BP36HT external battery providing 8 minutes runtime at full load; 6A charger; 6' input line cord with 5-15 plug; (8) 5-15R output receptacles; Tower and rack mounting; 98% efficiency in ECO mode; Smart LCD screen; RS-232 and USB port connections; UL, cUL, CE, RoHS approved; TAA Compliant; 3 year electronics and battery warranty (USA and Canada); 17.2" x 18.9" x 7.0"; 88.2 lbs. Additional P90-BP36HT battery packs can be added to increase runtime.	$ 2,598.00

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Bundle	P90HT-2000	Xtreme Power P90HT Series 1700VA/1530W; 120VAC Online UPS for harsh temperature environments; Operating temperatures up to 122 deg F (derates above 104F); 12 year battery service life at 25 deg C; includes one P90-BP48HT external battery providing 8 minutes runtime at full load;; 6A charger; 6' input line cord with 5-20 plug; (8) 5-15/20R output receptacles; Tower and rack mounting; 98% efficiency in ECO mode; Smart LCD screen; RS-232 and USB port connections; UL, cUL, CE, RoHS approved; TAA Compliant; 3 year electronics and battery warranty (USA and Canada); 17.2" x 18.9" x 7.0"; 105.9 lbs Additional P90-BP48HT battery packs can be added to increase runtime.	$ 3,098.00
Bundle	P90HT-3000	Xtreme Power P90HT Series 2500VA/2250W; 120VAC Online UPS for harsh temperature environments; Operating temperatures up to 122 deg F (derates above 104F); 12 year battery service life at 25 deg C; includes one P90-BP72HT external battery providing 9 minutes runtime at full load; 6A charger; L5-30P line cord (6 ft); (1) L5-30R + (4) 5-15/20R output receptacles; Tower/Rack mounting; Up to 98% ECO mode and 90% online efficiency; Smart LCD screen; RS-232 and USB port connections; UL, cUL, CE, and RoHS Approved, TAA Compliant; 3 year electronics and battery warranty (USA and Canada); 17.2" x 23.6" x 7.0"; 146.2 lbs. Additional P90-BP72HT battery packs can be added to increase runtime.	$ 4,478.00
Bundle	P90HTg-3000	Xtreme Power P90HTg Series 3000VA/2400W; 208/240VAC Online UPS for harsh temperature environments; Operating temperatures up to 122 deg F (derates above 104F); 12 year battery service life at 25 deg C; includes one P90-BP72HT external battery providing 9 minutes runtime at full load; 6A charger; L6-20P line cord (8 ft); IEC-C19 + (6) IEC-C13 output receptacles; Tower/Rack mounting; Up to 98% ECO mode and 90% online efficiency; Smart LCD screen; RS-232 and USB port connections; UPS is RoHS Approved, TAA Compliant; 3 year electronics and battery warranty (USA and Canada); 17.2" x 25.8" x 7.0"; 146.2 lbs. Additional P90-BP72HT battery packs can be added to increase runtime.	$ 4,258.00
Bundle	P90-BP36HT	Extended Runtime Battery Pack for use with P90HT-1500 (includes 6 each 12V7.2AH harsh temperature batteries); __ Battery Packs provide(s) __ minutes runtime @ __KVA load. Tower or Rack Mounting; TUV/UL, RoHS, cUL Approved; TAA Compliant; 3 year battery warranty (USA and Canada); 17.2"W x 18.9"D x 3.5"H; 55.2 lbs	$ 1,329.00
Bundle	P90-BP48HT	Extended Runtime Battery Pack for use with P90HT-2000 UPSs; (includes 8 each 12V7.2AH harsh temperature batteries); __ Battery Packs provide(s) __ minutes runtime @ __KVA load. Tower or Rack Mounting; TUV/UL, RoHS, cUL Approved; TAA Compliant; 3 year battery warranty (USA and Canada); 17.2"W x 18.9"D x 3.5"H; 70.9 lbs	$ 1,619.00
Bundle	P90-BP72HT	Extended Runtime Battery Pack for use with P90HT-3000 and P90HTg-3000 UPSs; (includes 12 each 12V7.2AH harsh temperature batteries) ;__ Battery Packs provide(s) __ minutes runtime @ __KVA load. Tower or Rack Mounting; TUV/UL, RoHS, cUL Approved; TAA Compliant; 3 year battery warranty (USA and Canada); 17.2"W x 23.6"D x 3.5"H; 99.2 lbs	$ 2,179.00
90000909	P90-RAIL	4-Post Rail Kit for use with P90-1000, 1500, 2000, 3000 and P90G-3000; 3.8"W x 19.8"D x 2.8"H. 5 lbs.	$ 125.00
90000406	XPC-2PRAIL	2-Post Rail Kit for P80, P90, P90L and NXRT 800VA thru 5kVA UPS or EBM; rated for 125 lbs; 4"W x 20"D x 3"H. 5 lbs.	$ 102.00
90000116	XPC-2POSTL	2-Post Shelf Kit for P90L-1500/2000/3000 and P90-BP36/48/72; 21/5"W x 23.3"D x 3.5"H. 9 lbs	$ 160.00
90000741	SNMP-2PV3	Internal SNMP/WEB Card for use with P80 or P90 Series UPS; Allows for monitoring and management of UPS through a web browser or SNMP platform: Provides shutdown of remote clients via LAN, and Email Notification of UPS status and events. Compatible with SNMP-EMPv2 Environmental Monitor; Packaging = 5.7"W x 5.2"D x 1.7"H, 0.3 lbs	$ 359.00
90000674	SNMP-EMPv2	Environmental Monitoring Sensor to monitor room temperature and humidity - used with SNMP-2PV3 SNMP/WEB Card. Packaging = 5.7"W x 5.2"D x 1.7"H, 0.3 lbs	$ 210.00
	SNMP-3PEX	External 3-Port SNMP/WEB Card for use with P90HT Series UPS - required when using SNMP-EMP; Allows for monitoring and management of UPS through a web browser or SNMP platform: Provides shutdown of remote clients via LAN, and Email Notification of UPS status and events. packaging = 12"W x 8"D x 2.5"H, 2lbs	$ 399.00
	SNMP-EMP	Environmental Monitoring Sensor to monitor temperature and humidity in the room - used with the SNMP-3PEX Card; packaging = 5.7"W x 5.2"D x 1.7"H, 0.3lbs	$ 290.00
90000265	RELAY-MINI	Dry Contact RELAY CARD with DB9 & terminal block adapter; packaging = 5.7"W x 5.2"D x 1.7"H, 0.3lbs	$ 120.00
90000267	MODBUS-IN	MODBUS CARD for use with the P90HT Series UPS; packaging = 7.25" x 6" x 2.5", 1 lbs	$ 319.00
90000269	XAT-400	400VA Step Down Transformer, 208V to 120V for P90HTg-3000. Input is 208V IEC C14 on 2ft cord; output is 120V 5-15R on 2ft cord. 7"W x 6.8"D x 5.9"H. 8 lbs.	$ 499.00
90000090	XBDM-1015LV	Xtreme Power XBDM Series 15 Amp Maintenance Bypass Distribution Module with 12' Input line cord with 5-15P plug; (6) 5-15R output receptacles on front of BDM + (4) 5-15R output receptacles on rear of BDM; Includes maint bypass switch allowing for bypassing and maintenance of the UPS without affecting the connected loads;3-Year Warranty (USA only); 19"W x 3.5"D x 1.75"H, 3.5lbs	$ 330.00

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90000091	XBDM-1020LV	Xtreme Power XBDM Series 20 Amp Maintenance Bypass Distribution Module with 12' Input line cord with 5-20P plug; (6) 5-20R output receptacles on front of BDM + (4) 5-20R output receptacles on rear of BDM; Includes maint bypass switch allowing for bypassing and maintenance of the UPS without affecting the connected loads; 3-Year Warranty (USA only); 19"W x 3.5"D x 1.75"H, 3.5lbs	$ 369.00
90000093	XBDM-1030LV	Xtreme Power XBDM Series 30 Amp Maintenance Bypass Distribution Module with 6' Input line cord with L5-30P plug; (5) 5-20R output receptacles on front of BDM (Load Group 1) + (5) 5-20R output receptacles on rear of BDM (Load Group 2); (2) bypass switches allowing for bypassing and maintenance of the UPS without affecting the connected loads; 3-Year Warranty (USA only); 19"W x 3.5"D x 1.75"H, 3.5lbs	$ 579.00
90000094	XBDM1020HV2	Xtreme Power XBDM Series Maintenance Bypass Distribution Module with C20 inlet for customer supplied power cord; rated at 16A; (2) IEC C19 and (4) IEC C13 output receptacles on front + (4) IEC C13 output receptacles on back; Includes maint bypass switch allowing for bypassing and maintenance of the UPS without affecting the connected loads; Includes (2) IEC C20 to C19 cord kits for connecting the XBDM to the P90G-3000 or P90LG-3000 UPS; 3-Year Warranty (USA only); 19"W x 3.5"D x 1.75"H, 3.5lbs	$ 419.00
90000041	XPD1415HV	Xtreme Power XPDU Series Basic Power PDU with 12' Input line cord with 5-15P plug; (6) 5-15R output receptacles on front of PDU + (8) 5-15R output receptacles on rear of PDU; UL60950-1/cUL/FCC Approved; 3-Year Warranty; 19"W x 3.5"D x 1.75"H, 3.5lbs	$ 122.00
90000045	XPD1420HV	Xtreme Power XPDU Series Basic Power PDU with 12' Input line cord with L5-20P plug (L5-20 to 5-20 adapter included); (6) 5-20R output receptacles on front of PDU + (8) 5-20R output receptacles on rear of PDU; UL60950-1/cUL/FCC Approved; 3-Year Warranty; 19"W x 3.5"D x 1.75"H, 4.8lbs	$ 160.00
90000053	XPDU-IEC	Xtreme Power XPDU Series Basic Power 230V PDU with C20 inlet (power cord ordered separately), (10) IEC C13 + (2) IEC C19 output receptacles; 1U Rackmount configuration; CE Listed; 3-Year Warranty; 19"W x 3.5"D x 1.75"H, 2.6lbs	$ 170.00
	XPC-ZLC20-620R	P90HTg-3000 Output Cord, Locking IEC C20 to 6-15/20R. 3 lbs.	$ 59.00
	XPC-ZLC20-L620R	P90HTg-3000 Output Cord, Locking IEC C20 to L6-20R. 3 lbs.	$ 59.00
	XPC-ZLC20-L630R	P90HTg-3000 Output Cord, Locking IEC C20 to L6-30R. 3 lbs.	$ 59.00
	XPC-C14-615R	P90HTg-3000 Output Cord, IEC C14 to 6-15R. 3 lbs.	$ 45.00
T91 Series Double Conversion 700VA-3KVA UPS			
Part Number	**MODEL**	**DESCRIPTION**	**LIST PRICE**
90000480	T91-700	Xtreme Power T91 Series 700VA/700W Online UPS, 120VAC; 6' Input line cord with 5-15P plug; (6) 5-15R output receptacles; Full Load Runtime = 6 minutes; ECO Mode; 2A to 8A charger current adjustable by LCD; Tower; RS232/USB Port; Emergency Power Off (EPO); Includes USB Cable and ViewPower Software; UL/cUL/FCC/RoHS Approved; TAA Compliant; 3-Year Electronics, 3-Year Battery Warranty (USA and Canada only); 5.6"W x 15.6"D x 8.6"H, 25.7 lbs;	$ 769.00
90000481	T91-1000	Xtreme Power T91 Series 1000VA/1000W Online UPS, 120VAC; 6' Input line cord with 5-15P plug; (6) 5-15R output receptacles; Full Load Runtime = 7 minutes; ECO Mode; 2A to 8A charger current adjustable by LCD; Tower; RS232/USB Port; Emergency Power Off (EPO); Includes Communications Cable and ViewPower Software; UL/cUL/FCC/RoHS Approved; TAA Compliant; 3-Year Electronics, 3-Year Battery Warranty (USA and Canada only); 5.6"W x 15.6"D x 8.6"H, 30 lbs;	$ 949.00
90000482	T91-1500	Xtreme Power T91 Series 1500VA/1450W Online UPS, 120VAC; 6' Input line cord with 5-15P plug; (6) 5-15R output receptacles; Full Load Runtime = 3 minutes; ECO Mode; 2A to 8A charger current adjustable by LCD; Tower; RS232/USB Port; Emergency Power Off (EPO); Includes Communications Cable and ViewPower Software; UL/FCC/RoHS Approved; TAA Compliant; 3-Year Electronics, 3-Year Battery Warranty (USA only); 5.6"W x 15.6"D x 8.6"H, 34.3 lbs;	$ 1,149.00
90000483	T91-2000	Xtreme Power T91 Series 2000VA/1930W Online UPS, 120VAC; 6' Input line cord, L5-20P; (1) L5-20R and (8) 5-20R output receptacles; Full Load Runtime = 7 minutes; ECO Mode; 2A to 8A charger current adjustable by LCD; Tower; RS232/USB Port; Emergency Power Off (EPO); Includes Communications Cable and ViewPower Software; UL/cUL/FCC/RoHS Approved; TAA Compliant; 3-Year Electronics, 3-Year Battery Warranty (USA and Canada only); 7.4"W x 16.5"D x 12.5"H, 63 lbs;	$ 1,539.00
90001242	T91-2000V2	Xtreme Power T91 Series 2000VA/1930W Online UPS, 120VAC; 6' Input line cord, 5-20P; (1) L5-20R and (8) 5-20R output receptacles; Full Load Runtime = 7 minutes; ECO Mode; 2A to 8A charger current adjustable by LCD; Tower; RS232/USB Port; Emergency Power Off (EPO); Includes Communications Cable and ViewPower Software; UL/cUL/FCC/RoHS Approved; TAA Compliant; 3-Year Electronics, 3-Year Battery Warranty (USA and Canada only); 7.4"W x 16.5"D x 12.5"H, 63 lbs;	$ 1,539.00
90000485	T91i-2000	Xtreme Power T91i Series 2000VA/2000W Online UPS, 208-240VAC; IEC-C20 Inlet; (1) IEC-C19 and (8) IEC-C13 output receptacles; Full Load Runtime = 6 minutes; ECO Mode; 2A to 8A charger current adjustable by LCD; Tower; RS232/USB Port; Emergency Power Off (EPO); Includes USB Cable and ViewPower Software; CE, RoHS Approved; TAA Compliant; 3-Year Electronics, 3-Year Battery Warranty (USA and Canada only); 7.4"W x 16.5"D x 12.5"H (190mmW x 421mmD x 318mmH) , 62 lbs;	$ 1,629.00

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90000484	T91-3000	Xtreme Power T91 Series 3000VA/2880W Online UPS, 120VAC; 6' Input line cord, L5-30P; (1) L5-30R and (8) 5-20R output receptacles; Full Load Runtime = 3 minutes; ECO Mode; 2A to 8A charger current adjustable by LCD; Tower; RS232/USB Port; Emergency Power Off (EPO); Includes Communications Cable and ViewPower Software; UL/FCC/RoHS Approved; TAA Compliant; 3-Year Electronics, 3-Year Battery Warranty (USA and Canada only); 7.4"W x 16.5"D x 12.5"H, 66 lbs;	$ 1,979.00
90001214	T91i-3000	Xtreme Power T91i Series 3000VA/3000W Online UPS, 208/230VAC; IEC-C20 Inlet; (1) IEC-C19 and (8) IEC-C13 output receptacles; Full Load Runtime = 2 minutes; ECO Mode; 2A to 8A charger current adjustable by LCD; Tower; RS232/USB Port; Emergency Power Off (EPO); Includes USB Cable and ViewPower Software; CE, RoHS Approved; TAA Compliant; 3-Year Electronics, 3-Year Battery Warranty (USA and Canada only); 7.4"W x 16.5"D x 12.5"H (190mmW x 421mmD x 318mmH) , 62 lbs;	$ 2,149.00
90000486	T91-BP36A	Extended Runtime Battery Pack (2 strings) for use with T91-1000, and T91-1500 (maximum 7 BP per UPS); __ Battery Packs provide(s) __ minutes runtime @ __KVA load. Tower; UL/FCC/RoHS Approved; TAA Compliant; 3-Year Battery Warranty (USA and Canada only); 5.6"W x 15.6"D x 8.6"H, 44 lbs	$ 699.00
90000487	T91-BP72A	Extended Runtime Battery Pack (2 strings) for use with T91-2000, T91i-2000 and T91-3000 (maximum 7 BP per UPS); __ Battery Packs provide(s) __ minutes runtime @ __KVA load. Tower; UL/FCC/RoHS Approved; TAA Compliant; 3-Year Battery Warranty (USA and Canada only); 7.4"W x 16.5"D x 12.5"H, 82 lbs	$ 1,259.00
90000741	SNMP-2PV3	Internal SNMP/WEB Card for use with P80 or P90 Series UPS; Allows for monitoring and management of UPS through a web browser or SNMP platform: Provides shutdown of remote clients via LAN, and Email Notification of UPS status and events. Compatible with SNMP-EMPV2 Environmental Monitor; Packaging = 5.7"W x 5.2"D x 1.7"H, 0.3 lbs	$ 359.00
90000674	SNMP-EMPV2	Environmental Monitoring Sensor to monitor room temperature and humidity - used with SNMP-2PV3 SNMP/WEB Card. Packaging = 5.7"W x 5.2"D x 1.7"H, 0.3 lbs	$ 230.00
90000267	MODBUS-IN	MODBUS CARD for use with the P90 Series UPS; packaging = 7.25" x 6" x 2.5", 1 lbs	$ 319.00
90000265	RELAY-MINI	Dry Contact RELAY CARD with DB9 & terminal block adapter; packaging = 5.7"W x 5.2"D x 1.7"H, 0.3 lbs	$ 120.00
90000389	T90-WMB	Wall mount bracket for use with T91-700 thru 1500 UPS. Compatible with any brick shaped UPS, between 4" and 8" wide. Rated for 40 lbs. 4.0" to 8.0 adjustable W x 7.0"D x 8.0"H. 5 lbs.	$ 219.00
90000269	XAT-400	400VA Step Down Transformer, 208V to 120V for P90G and P90LG-3000. Input is 208V IEC C14 on 2ft cord; output is 120V 5-15R on 2ft cord. 7"W x 6.8"D x 5.9"H. 8 lbs.	$ 600.00
90000488	T915SP715	Xtended 5YR Factory Warranty for T91 1000/1500VA UPS (USA only) - 5 Year Coverage includes coverage of electronics and internal batteries, telephone technical support, advanced exchange and ground shipping both ways.	$ 350.00
90000489	T915SP23	Xtended 5YR Factory Warranty for T91 2000/3000VA UPS (USA only) - 5 Year Coverage includes coverage of electronics and internal batteries, telephone technical support, advanced exchange and ground shipping both ways.	$ 575.00
90000490	T915SPBP	Xtended 5YR Factory Warranty for T91-BP1 and T91BP2 Extended Battery Packs (USA only) - 5 Year Coverage includes coverage of battery pack, telephone technical support, advanced exchange and ground shipping both ways.	$ 320.00
P91 SERIES 5, 6 & 10KVA 208/230V Bundled Solutions			
Part Number	**MODEL**	**DESCRIPTION**	**LIST PRICE**
Bundle	P91-5KB	Xtreme Power P91- 5KVA/5KW online double conversion UPS in 4U total rack/tower configuration; 208-240VAC input and output; battery pack providing hot swappable battery trays and 7 minutes runtime at 5KW load; Terminal blocks for hardwired input and output; LCD display; intelligent slot for optional cards, RS-232 and USB; Software; UL, cUL, FCC, RoHS; TAA Compliant; 3 year UPS and battery warranty (USA and Canada). Max Rack Depth 27.4"; Total Wt 163 lbs. Package Includes: P91-5k UPS Power Module (2U), BPXR2U240A Battery Module (2U), Tower Stands, Software; (2) 4 Post Rail Kits	$ 4,658.00
Bundle	P91-5KB1	Xtreme Power P91- 5KVA/5KW online double conversion UPS in 4U total rack/tower configuration; 208-240VAC input and output; Bypass distribution module, 2U battery pack providing hot swappable battery trays and 7 minutes runtime at 5KW load; input 6ft L6-30P line cord ; **output (2) L6-30R, and (2) L6-20R receptacles**; LCD display; intelligent slot for optional cards, RS-232 and USB; Software; UL, cUL, FCC, RoHS; TAA Compliant; 3 year UPS and battery warranty (USA and Canada). Max Rack Depth 32.4"; Total Wt 173 lbs. Package Includes: P91-5k UPS Power Module (2U), BPXR2U240A Battery Module (2U), XBDM-P91A Bypass PDU (0U) Tower Stands, Software; (2) 4 Post Rail Kits	$ 5,546.00

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Bundle	P91-5KB2	Xtreme Power P91- 5KVA/5KW online double conversion UPS in 5U total rack/tower configuration; 208-240VAC input and output; battery pack providing hot swappable battery trays and 15 minutes runtime at 5KW load; Terminal blocks for hardwired input and output; LCD display; intelligent slot for optional cards, RS-232 and USB; Software; UL, cUL, FCC, RoHS; TAA Compliant; 3 year UPS and battery warranty (USA and Canada). Max Rack Depth 27.4"; Total Wt 203 lbs. Package Includes: P91-5k UPS Power Module (2U), BPXR3U240A Battery Module (3U), Tower Stands, Software; (2) 4 Post Rail Kits	$ 5,078.00
Bundle	P91-5KB3	Xtreme Power P91- 5KVA/5KW online double conversion UPS in 5U total rack/tower configuration; 208-240VAC input and output; Bypass distribution module, 3U battery pack providing hot swappable battery trays and 15 minutes runtime at 5KW load; input 6ft L6-30P line cord ; **output (2) L6-30R, and (2) L6-20R receptacles**; LCD display; intelligent slot for optional cards, RS-232 and USB; Software; UL, cUL, FCC, RoHS; TAA Compliant; 3 year UPS and battery warranty (USA and Canada). Max Rack Depth 32.4"; Total Wt 213 lbs. Package Includes: P91-5k UPS Power Module (2U), BPXR3U240A Battery Module (3U), XBDM-P91A Bypass PDU (0U) Tower Stands, Software; (2) 4 Post Rail Kits	$ 5,966.00
Bundle	P91-6KB	Xtreme Power P91- 6KVA/6KW online double conversion UPS in 4U total rack/tower configuration; 208-240VAC input and output; battery pack providing hot swappable battery trays and 5 minutes runtime at 6KW load; Terminal blocks for hardwired input and output; LCD display; intelligent slot for optional cards; RS-232 and USB; Software; UL, cUL, FCC, RoHS; TAA Compliant; 3 year UPS and battery warranty (USA and Canada). Max Rack Depth 27.4"; Total Wt 164 lbs. Package Includes: P91-6k UPS Power Module (2U), BPXR2U240A Battery Module (2U), Tower Stands, Software; (2) 4 Post Rail Kits	$ 5,048.00
Bundle	P91-6KB1	Xtreme Power P91- 6KVA/6KW online double conversion UPS in 4U total rack/tower configuration; 208-240VAC input and output; Bypass distribution module, 2U battery pack providing hot swappable battery trays and 5 minutes runtime at 6KW load; input 6ft L6-30P line cord ; **output (2) L6-30R, and (2) L6-20R receptacles**; LCD display; intelligent slot for optional cards; RS-232 and USB; Software; UL, cUL, FCC, RoHS; TAA Compliant; 3 year UPS and battery warranty (USA and Canada). Max Rack Depth 32.4"; Total Wt 174 lbs. Package Includes: P91-6k UPS Power Module (2U), BPXR2U240A Battery Module (2U), XBDM-P91A Bypass PDU (0U) Tower Stands, Software; (2) 4 Post Rail Kits	$ 5,936.00
Bundle	P91-6KB2	Xtreme Power P91- 6KVA/6KW online double conversion UPS in 5U total rack/tower configuration; 208-240VAC input and output; battery pack providing hot swappable battery trays and 12 minutes runtime at 6KW load; Terminal blocks for hardwired input and output; LCD display; intelligent slot for optional cards; RS-232 and USB; Software; UL, cUL, FCC, RoHS; TAA Compliant; 3 year UPS and battery warranty (USA and Canada). Max Rack Depth 27.4"; Total Wt 204 lbs. Package Includes: P91-6k UPS Power Module (2U), BPXR3U240A Battery Module (3U), Tower Stands, Software; (2) 4 Post Rail Kits	$ 5,468.00
Bundle	P91-6KB3	Xtreme Power P91- 6KVA/6KW online double conversion UPS in 5U total rack/tower configuration; 208-240VAC input and output; Bypass distribution module, 3U battery pack providing hot swappable battery trays and 12 minutes runtime at 6KW load; input 6ft L6-30P line cord ; **output (2) L6-30R, and (2) L6-20R receptacles**; LCD display; intelligent slot for optional cards; RS-232 and USB; Software; UL, cUL, FCC, RoHS; TAA Compliant; 3 year UPS and battery warranty (USA and Canada). Max Rack Depth 32.4"; Total Wt 214 lbs. Package Includes: P91-6k UPS Power Module (2U), BPXR3U240A Battery Module (3U), XBDM-P91A Bypass PDU (0U) Tower Stands, Software; (2) 4 Post Rail Kits	$ 6,356.00

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Bundle	P91-10KB	Xtreme Power P91- 10KVA/10KW online double conversion UPS in 5U total rack/tower configuration; 208-240VAC input and output; 3U battery pack providing hot swappable battery trays and 6 minutes runtime at 10KW load; Terminal blocks for hardwired input and output; LCD display; intelligent slot for optional cards; RS-232 and USB; Software; UL, cUL, FCC, RoHS; TAA Compliant; 3 year UPS and battery warranty (USA and Canada). Max Rack Depth 27.4"; Total Wt 210 lbs. Package Includes: P91-10k UPS Power Module (2U), BPXR3U240A Battery Module (3U), Tower Stands, Software; (2) 4 Post Rail Kits	$ 6,548.00
Bundle	P91-10KB1	Xtreme Power P91- 10KVA/10KW online double conversion UPS in 5U total rack/tower configuration; 208-240VAC input and output; Bypass distribution module, 3U battery pack providing hot swappable battery trays and 6 minutes runtime at 10KW load; Hardwired Terminal Block input, **output (1) L6-30R, (2) L6-20R receptacles and terminal blocks**; LCD display; intelligent slot for optional cards; RS-232 and USB; Software; UL, cUL, FCC, RoHS; TAA Compliant; 3 year UPS and battery warranty (USA and Canada). Max Rack Depth 32.4"; Total Wt 218 lbs. Package Includes: P91-10k UPS Power Module (2U), BPXR3U240A Battery Module (3U), XBDM-P91B Bypass PDU (0U) Tower Stands, Software; (2) 4 Post Rail Kits	$ 7,436.00
Bundle	P91-10KB2	Xtreme Power P91- 10KVA/10KW online double conversion UPS in 4U total rack/tower configuration; 208-240VAC input and output; 2U battery pack providing hot swappable battery trays and 2 minutes runtime at 10KW load; Terminal blocks for hardwired input and output; LCD display; intelligent slot for optional cards; RS-232 and USB; Software; UL, cUL, FCC, RoHS; TAA Compliant; 3 year UPS and battery warranty (USA and Canada). Max Rack Depth 27.4"; Total Wt 170 lbs. Package Includes: P91-10k UPS Power Module (2U), BPXR2U240A Battery Module (2U), Tower Stands, Software; (2) 4 Post Rail Kits	$ 6,128.00
Bundle	P91-10KB3	Xtreme Power P91- 10KVA/10KW online double conversion UPS in 4U total rack/tower configuration; 208-240VAC input and output; Bypass distribution module, 4U battery pack providing hot swappable battery trays and 2 minutes runtime at 10KW load; Hardwired Terminal Block input, **output (1) L6-30R, (2) L6-20R receptacles and terminal blocks**; LCD display; intelligent slot for optional cards; RS-232 and USB; Software; UL, cUL, FCC, RoHS; TAA Compliant; 3 year UPS and battery warranty (USA and Canada). Max Rack Depth 32.4"; Total Wt 178 lbs. Package Includes: P91-10k UPS Power Module (2U), BPXR2U240A Battery Module (2U), XBDM-P91B Bypass PDU (0U) Tower Stands, Software; (2) 4 Post Rail Kits	$ 7,016.00
P91 SERIES 5, 6 & 10KVA 208-240 Input and 208/104 or 240/120V Output Bundled Solutions			
Part Number	**MODEL**	**DESCRIPTION**	**LIST PRICE**
Bundle	P91-5KTB	Xtreme Power P91- 5KVA/5KW online double conversion UPS in 6U total rack/tower configuration; 208/240VAC input and 208/104V or 240/120V output; Bypass distribution module, 6kVA isolation transformer, battery pack providing hot swappable battery trays and 7 minutes runtime at 5KW load; input 6ft L6-30P line cord; **output (2) L6-30R, (2) L6-20R and (12) 5-15/20R receptacles (4KW max 120V capability)**; LCD display; intelligent slot for optional cards, RS-232 and USB; Software; UL, cUL, FCC, RoHS; TAA Compliant; 3 year UPS and battery warranty (USA and Canada). Max Rack Depth 32.4"; Total Wt 315 lbs. Package Includes: P91-5k UPS Power Module (2U), BPXR2U240A Battery Module (2U), XBDM-P91A Bypass PDU (0U) (2) XPC-ZLC20-L6-20R XPD-IT60A Isolation Transformer (2U), Tower Stands, Software; (3) 4 Post Rail Kits	$ 7,865.00

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Bundle	P91-5KTB2	Xtreme Power P91- 5KVA/5KW online double conversion UPS in 7U total rack/tower configuration; 208/240VAC input and 208/104V or 240/120V output; Bypass distribution module, 6kVA isolation transformer, battery pack providing hot swappable battery trays and 7 minutes runtime at 5KW load; input terminal block and 6ft L6-30P line cord; output Terminal block and (1) L6-30R, (2) L14-30R and (8) 5-15/20R receptacles (4KW max 120V capability); LCD display; intelligent slot for optional cards, RS-232 and USB; Software; UL, cUL, FCC, RoHS; TAA Compliant; 3 year UPS and battery warranty (USA and Canada). Max Rack Depth 32.4"; Total Wt 315 lbs. Package Includes: P91-5k UPS Power Module (2U), BPXR2U240A Battery Module (2U), XBDM-P91C Bypass PDU (0U) XPC-L630 Line Cord XPD-IT6KW Isolation Transformer (3U), Tower Stands, Software; (3) 4 Post Rail Kits	$ 7,847.00
Bundle	P91-5KTB3	Xtreme Power P91- 5KVA/5KW online double conversion UPS in 7U total rack/tower configuration; 208/240VAC input and 208/104V or 240/120V output; Bypass distribution module, 6kVA isolation transformer, battery pack providing hot swappable battery trays and 15 minutes runtime at 5KW load; input 6ft L6-30P line cord; **output (2) L6-30R, (2) L6-20R and (12) 5-15/20R receptacles (4KW max 120V capability)**; LCD display; intelligent slot for optional cards, RS-232 and USB; Software; UL, cUL, FCC, RoHS; TAA Compliant; 3 year UPS and battery warranty (USA and Canada). Max Rack Depth 32.4"; Total Wt 355.1 lbs. Package Includes: P91-5k UPS Power Module (2U), BPXR3U240A Battery Module (3U), XBDM-P91A Bypass PDU (0U) (2) XPC-ZLC20-L6-20R XPD-IT60A Isolation Transformer (2U), Tower Stands, Software; (3) 4 Post Rail Kits	$ 8,283.00
Bundle	P91-5KTB4	Xtreme Power P91- 5KVA/5KW online double conversion UPS in 8U total rack/tower configuration; 208/240VAC input and 208/104V or 240/120V output; Bypass distribution module, 6kVA isolation transformer, battery pack providing hot swappable battery trays and 15 minutes runtime at 5KW load; input terminal block and 6ft L6-30P line cord; output Terminal block and (1) L6-30R, (2) L14-30R and (8) 5-15/20R receptacles (4KW max 120V capability); LCD display; intelligent slot for optional cards, RS-232 and USB; Software; UL, cUL, FCC, RoHS; TAA Compliant; 3 year UPS and battery warranty (USA and Canada). Max Rack Depth 32.4"; Total Wt 355.1 lbs. Package Includes: P91-5k UPS Power Module (2U), BPXR3U240A Battery Module (3U), XBDM-P91C Bypass PDU (0U) XPC-L630 Line Cord XPD-IT6KW Isolation Transformer (3U), Tower Stands, Software; (3) 4 Post Rail Kits	$ 8,267.00
Bundle	P91-6KTB	Xtreme Power P91- 6KVA/6KW online double conversion UPS in 6U total rack/tower configuration; 208/240VAC input and 208/104V or 240/120V output; Bypass distribution module, 6kVA isolation transformer, battery pack providing hot swappable battery trays and 5 minutes runtime at 6KW load; input 6ft L6-30P line cord; **output (2) L6-30R, (2) L6-20R and (12) 5-15/20R receptacles (4KW max 120V capability)**; LCD display; intelligent slot for optional cards; RS-232 and USB; Software; UL, cUL, FCC, RoHS; TAA Compliant; 3 year UPS and battery warranty (USA and Canada). Max Rack Depth 32.4"; Total Wt 316 lbs. Package Includes: P91-6k UPS Power Module (2U), BPXR2U240A Battery Module (2U), XBDM-P91A Bypass PDU (0U) (2) XPC-ZLC20-L6-20R XPD-IT60A Isolation Transformer (2U), Tower Stands, Software; (3) 4 Post Rail Kits	$ 8,255.00

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Bundle	P91-6KTB2	Xtreme Power P91- 6KVA/6KW online double conversion UPS in 7U total rack/tower configuration; 208/240VAC input and 208/120V or 240/120V output; Bypass distribution module, 6kVA isolation transformer, battery pack providing hot swappable battery trays and 5 minutes runtime at 6KW load; input terminal block and 6ft L6-30P line cord; output Terminal block and (1) L6-30R, (2) L14-30R and (8) 5-15/20R receptacles; LCD display; intelligent slot for optional cards, RS-232 and USB; Software; UL, cUL, FCC, RoHS; TAA Compliant; 3 year UPS and battery warranty (USA and Canada). Max Rack Depth 32.4"; Total Wt 316 lbs. Package Includes: P91-6k UPS Power Module (2U), BPXR2U240A Battery Module (2U), XBDM-P91C Bypass PDU (0U) XPC-L630 Line Cord XPD-IT6KW Isolation Transformer (3U), Tower Stands, Software; (3) 4 Post Rail Kits	$ 8,237.00
Bundle	P91-6KTB3	Xtreme Power P91- 6KVA/6KW online double conversion UPS in 7U total rack/tower configuration; 208/240VAC input and 208/104V or 240/120V output; Bypass distribution module, 6kVA isolation transformer, battery pack providing hot swappable battery trays and 12 minutes runtime at 6KW load; input 6ft L6-30P line cord; **output (2) L6-30R, (2) L6-20R and (12) 5-15/20R receptacles (4KW max 120V capability)**; LCD display; intelligent slot for optional cards; RS-232 and USB; Software; UL, cUL, FCC, RoHS; TAA Compliant; 3 year UPS and battery warranty (USA and Canada). Max Rack Depth 32.4"; Total Wt 356 lbs. Package Includes: P91-6k UPS Power Module (2U), BPXR3U240A Battery Module (3U), XBDM-P91A Bypass PDU (0U) (2) XPC-ZLC20-L6-20R XPD-IT60A Isolation Transformer (2U), Tower Stands, Software; (3) 4 Post Rail Kits	$ 8,675.00
Bundle	P91-6KTB4	Xtreme Power P91- 6KVA/6KW online double conversion UPS in 8U total rack/tower configuration; 208/240VAC input and 208/120V or 240/120V output; Bypass distribution module, 6kVA isolation transformer, battery pack providing hot swappable battery trays and 12 minutes runtime at 6KW load; input terminal block and 6ft L6-30P line cord; output Terminal block and (1) L6-30R, (2) L14-30R and (8) 5-15/20R receptacles; LCD display; intelligent slot for optional cards, RS-232 and USB; Software; UL, cUL, FCC, RoHS; TAA Compliant; 3 year UPS and battery warranty (USA and Canada). Max Rack Depth 32.4"; Total Wt 356 lbs. Package Includes: P91-6k UPS Power Module (2U), BPXR3U240A Battery Module (3U), XBDM-P91C Bypass PDU (0U) XPC-L630 Line Cord XPD-IT6KW Isolation Transformer (3U), Tower Stands, Software; (3) 4 Post Rail Kits	$ 8,675.00
Bundle	P91-10KTB	Xtreme Power P91- 10KVA/10KW online double conversion UPS in 7U total rack/tower configuration; 208/240VAC input and 208/104V or 240/120V output; Bypass distribution module, 6kVA isolation transformer, 3U battery pack providing hot swappable battery trays and 6 minutes runtime at 10KW load; hardwire terminal block input; output (1) L6-30R, (2) L6-20R and (12) 5-15/20R receptacles (4KW max 120V capability); LCD display; intelligent slot for optional cards; RS-232 and USB; Software; UL, cUL, FCC, RoHS; TAA Compliant; 3 year UPS and battery warranty (USA and Canada). Max Rack Depth 32.4"; Total Wt 360 lbs. Package Includes: P91-10k UPS Power Module (2U), BPXR3U240A Battery Module (3U), XBDM-P91B Bypass PDU (0U) XPD-IT60A Isolation Transformer (2U), Tower Stands, Software; (3) 4 Post Rail Kits	$ 9,755.00

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Bundle	P91-10KTB1	Xtreme Power P91- 10KVA/10KW online double conversion UPS in 6U total rack/tower configuration; 208/240VAC input and 208/104V or 240/120V output; Bypass distribution module, 6kVA isolation transformer, 3U battery pack providing hot swappable battery trays and 2 minutes runtime at 10KW load; hardwire terminal block input; output (1) L6-30R, (2) L6-20R and (12) 5-15/20R receptacles (4KW max 120V capability); LCD display; intelligent slot for optional cards; RS-232 and USB; Software; UL, cUL, FCC, RoHS; TAA Compliant; 3 year UPS and battery warranty (USA and Canada). Max Rack Depth 32.4"; Total Wt 320 lbs. Package Includes: P91-10k UPS Power Module (2U), BPXR2U240A Battery Module (2U), XBDM-P91B Bypass PDU (0U) XPD-IT60A Isolation Transformer (2U), Tower Stands, Software; (3) 4 Post Rail Kits	$ 8,920.00
Bundle	P91-10KTB2	Xtreme Power P91- 10KVA/10KW online double conversion UPS in 8U total rack/tower configuration; 208/240VAC input and 208/104V or 240/120V output; Bypass distribution module, 10kW isolation transformer, 3U battery pack providing hot swappable battery trays and 6 minutes runtime at 10KW load; hardwire terminal block input; **output terminal block and (1) L6-30R, (2) L14-30R and (8) 5-15/20R receptacles**; LCD display; intelligent slot for optional cards; RS-232 and USB; Software; UL, cUL, FCC, RoHS; TAA Compliant; 3 year UPS and battery warranty (USA and Canada). Max Rack Depth 32.4"; Total Wt 49 lbs. Package Includes: P91-10k UPS Power Module (2U), BPXR3U240A Battery Module (3U), XBDM-P91C Bypass PDU (0U) XPD-IT10KW Isolation Transformer (3U), Tower Stands, Software; (3) 4 Post Rail Kits	$ 10,187.00
P91 SERIES 5, 6 & 10KVA 208/230V Solutions			
Part Number	**MODEL**	**DESCRIPTION**	**LIST PRICE**
90000640	P91-5K	Xtreme Power P91 Series 5KVA/5kW Unity PF; Online UPS; 2U; 208VAC (selectable to 208, 220, 230 or 240); Input and Output connections are Terminal Block ; Set up for external batteries; adjustable 1-4 Amp 240V charger; Tower and rack mounting; 99% efficiency in ECO mode, Smart LCD screen; intelligent slot for optional cards, RS-232 and USB port connections; UL, cUL, FCC, RoHS approved; TAA Compliant; 3 year full Warranty (USA and Canada); 50K load protection policy; 17.2"W x 23.6"D x 3.5"H; 33.1 lbs.	$ 2,310.00
90000641	P91-6K	Xtreme Power P91 Series 6KVA/6kW Unity PF; Online UPS; 2U; 208VAC (selectable to 208, 220, 230 or 240); Input and Output connections are Terminal Block; Set up for external batteries; adjustable 1-4 Amp 240V charger; Tower and rack mounting; 99% efficiency in ECO mode, Smart LCD screen; intelligent slot for optional cards, RS-232 and USB port connections; UL, cUL, FCC, RoHS approved; TAA Compliant; 3 year full Warranty (USA and Canada); 50K load protection policy; 17.2"W x 23.6"D x 3.5"H; 34 lbs.	$ 2,700.00
90000642	P91-10K	Xtreme Power P91 Series 10KVA/10kW Unity PF; Online UPS; 2U; 208VAC (selectable to 208, 220, 230 or 240); Input and Output connections are Terminal Block; Set up for external batteries; adjusable 1-4 Amp 240V charger; Tower and rack mounting; 99% efficiency in ECO mode, intelligent slot for optional cards, Smart LCD screen; RS-232 and USB port connections; UL, cUL, FCC, RoHS approved; TAA Compliant; 3 year full Warranty (USA and Canada); 50K load protection policy; 17.2"W x 23.6"D x 3.5"H; 39.7 lbs.	$ 3,780.00
90000643	BPXR2U240A	Extended Runtime Battery Pack for use with P91- 5, 6 &10K UPSs; 2U; (includes 20 each 12V5AH batteries); Hot swappable internal battery trays; __ Battery Packs provide(s) __ minutes runtime @ __KVA load. Tower or Rack Mounting; Includes BP to UPS interconnection cable. TUV/UL, FCC, RoHS, cUL Approved; 3-Year Full Warranty (USA and Canada); 17.2"W x 27.4"D x 3.5"H; 120 lbs	$ 2,050.00
90000644	BPXR3U240A	Extended Runtime Battery Pack for use with P91-5, 6 &10K UPSs; 3U; (includes 20 each 12V580W batteries); Hot swappable internal battery trays; __ Battery Packs provide(s) __ minutes runtime @ __KVA load. Tower or Rack Mounting; Includes BP to UPS interconnection cable. TUV/UL, FCC, RoHS, cUL Approved; 3-Year Full Warranty (USA and Canada); 17.2"W x 27.4"D x 5.2"H; 160 lbs	$ 2,470.00
90000645	XBDM-P91A	XBDM, (Xtreme Bypass Distribution Module) for use with P91-5 & 6K UPSs; Input is L6-30P 6ft line cord; Outputs are (2) L6-30R and (2) C19 receptacles, breaker protected; Interconnection to and from UPS is via Anderson Connection cables and Cable for UPS static switch interlock(included). Includes Maintenance Bypass Switch; 0U, mounts to rear of battery pack or in rear of rack cabinet. 14.6"W x 5"D x 3.5"H. 8 lbs.	$ 730.00
90000646	XBDM-P91B	XBDM, (Xtreme Bypass Distribution Module) for use with P91-5, 6 & 10K UPSs; Input is Terminal Block; Output is Terminal Block plus (1) L6-30R and (2) C19 receptacles, breaker protected; Interconnection to and from UPS is via Anderson Connection cables and Cable for UPS static switch interlock (included). Includes Maintenance Bypass Switch; 0U, mounts to rear of battery pack or in rear of rack cabinet; 14.6"W x 5"D x 3.5"H. 6 lbs.	$ 730.00

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90000737	XBDM-P91C	XBDM, (Xtreme Bypass Distribution Module) for use with P91-5, 6 & 10K UPSs; Input is Terminal Block; Output is Terminal Block plus (1) L6-30R, breaker protected; Interconnection to and from UPS is via Anderson Connection cables and Cable for UPS static switch interlock (included). Includes Maintenance Bypass Switch; 0U, mounts to rear of battery pack or in rear of rack cabinet. 14.6"W x 5"D x 3.5"H. 5lbs.	$ 730.00
90000738	XBDM-P91D	XBDM, (Xtreme Bypass Distribution Module) for use with P91-5, 6 & 10K UPSs; Input is Terminal Block; Output is (2) L6-30R receptacles, breaker protected; Interconnection to and from UPS is via Anderson Connection cables and Cable for UPS static switch interlock(included). Includes Maintenance Bypass Switch; 0U, mounts to rear of battery pack or in rear of rack cabinet. 14.6"W x 5"D x 3.5"H. 6 lbs.	$ 730.00
	XPC-ZLC20-620R	Output Cord, 1ft, IEC Locking C20 to 6-15/20R for use with Xtreme Bypass Distribution Modules (XBDM) with C19 output. 1 lbs.	$ 79.00
	XPC-ZLC20-L620R	Output Cord,1ft, IEC Locking C20 to L6-20R for use with Xtreme Bypass Distribution Modules (XBDM) with C19 output. 1 lbs.	$ 79.00
	XPC-ZLC20-L630R	Output Cord, 1ft, IEC Locking C20 to L6-30R for use with Xtreme Bypass Distribution Modules (XBDM) with C19 output. 1 lbs.	$ 79.00
	XPC-C20-L615R	Output Cord, 1ft, IEC Non-locking C20 to L6-15R for use with Xtreme Bypass Distribution Modules (XBDM) with C19 output. 1 lbs.	$ 59.00
TBD	XPC-L630R	Optional L6-30R, 8" dongle style output receptacle for use with UPS with terminal block output; 12 lbs.	$ 125.00
TBD	XPC-L630P	Optional L6-30P line cord, 6ft line cord for use with 5 or 6K UPS with terminal block input; 12 lbs.	$ 125.00
90000407	XPD-IT60A	Xtreme Power XPDU Series PDU with Transformer. 6000VA, 208 or 240V in, 208/104V or 240/120V out. Maximum of 4000W of 120V. L6-30P 3ft line cord. (1) L6-30R and (12) 5-15-20R output receptacles; rear panel 208/240 voltage selection switch; includes front panel rackmount brackets; ROHS Approved; 3-Year Warranty; 19"W x 18"D x 3.5"H (2U), 137 lbs	$ 2,150.00
90000781	XPD-IT6KW	6kVA PDU with Isolation Transformer 208V to 240/120V (or 240V to 240/120V), Input terminal bock, Output terminal block + (2) L14-30R and (8) 5–15/20R receptacles; 17.3"W x 32.8"D x 5.2"H; 199 lbs.	$ 2,310.00
90000740	XPD-IT10KW	10kVA PDU with Isolation Transformer 208V to 240/120V (or 240V to 240/120V), Input terminal bock, Output terminal block + (2) L14-30R and (8) 5–15/20R receptacles; 17.3"W x 32.8"D x 5.2"H; 209 lbs.	$ 2,760.00
90000933	P90L-RAIL	Adjustable Mounting 4-Post Rail Kit for P91 or P90L-5K, 6K, &10K UPS, BP & Transformer Module; packaging = 3..8"W x 19.8"D x 2.8"H, 5 lbs	$ 149.00
90000116	XPC-2POSTL	2-Post Shelf Kit for P91 or P90L-5K, 6K, &10K UPS, BP & Transformer Module rated for 150lbs; 21/5"W x 23.3"D x 3.5"H. 9 lbs	$ 160.00
90003042	XPC-2POST	Heavy Duty 2-Post Shelf Kit for P91 or P90L-5K, 6K, &10K UPS, BP & Transformer Module rated for 300lbs; 19"W x 29"D x 5.2"H. 14 lbs	$ 270.00
90000741	SNMP-2PV3	Internal SNMP/WEB Card for use with P80 or P90 Series UPS; Allows for monitoring and management of UPS through a web browser or SNMP platform: Provides shutdown of remote clients via LAN, and Email Notification of UPS status and events. Compatible with SNMP-EMPV2 Environmental Monitor; Packaging = 5.7"W x 5.2"D x 1.7"H, 0.3 lbs	$ 359.00
90000674	SNMP-EMPV2	Environmental Monitoring Sensor to monitor room temperature and humidity - used with SNMP-2PV3 SNMP/WEB Card. Packaging = 5.7"W x 5.2"D x 1.7"H, 0.3 lbs	$ 230.00
90000267	MODBUS-IN	MODBUS CARD for use with the P90L Series UPS; packaging = 7.25" x 6" x 2.5", 1 lbs	$ 319.00
90000265	RELAY-MINI	Dry Contact RELAY CARD with DB9 & terminal block adapter; packaging = 5.7"W x 5.2"D x 1.7"H, 0.3 lbs	$ 120.00
90000374	XPD24C13V	Xtreme Power XPDU Series Basic Power PDU, 30A, 200-240V; L6-30P 6ft line cord, (24) C13 output receptacles. Vertical Mount. 1.75"W x 1.75"D x 66"L. 12 lbs	$ 340.00
9000251	XPD31	Xtreme Power XPDU Series Basic Power PDU, 30A, 200-240V; L6-30P 6ft line cord, (2) L6-30R, (2) L6-20R and (4) 6-15/20R output receptacles. Rackmount. 19"W x 4.7"D x 3.5"H. 9 lbs	$ 580.00
90000252	XPD32	Xtreme Power XPDU Series Basic Power PDU, 30A, 200-240V; L6-30P 6ft line cord, (2) L6-30R, (4) L6-20R output receptacles. Rackmount. 19"W x 2.4"D x 3.5"H. 7.5 lbs	$ 580.00
90000253	XPD33	Xtreme Power XPDU Series Basic Power PDU, 30A, 200-240V; L6-30P 6ft line cord, (4) IEC-C19 and (8) IEC C13 output receptacle. s Rackmount. 19"W x 2.4"D x 3.5"H. 8 lbs	$ 450.00
90000254	XPD34	Xtreme Power XPDU Series Basic Power PDU, 30A, 240/120V; L14-30P 6ft line cord, (2) L6-30R, (4) L6-20R and (12) 5-20R output receptacles. Rackmount. 19"W x 4.7"D x 3.5"H. 9.5 lbs	$ 690.00
90000255	XPD35	Xtreme Power XPDU Series Basic Power PDU, 50A, 200-240V; Hardwire input with Pigtail, (2) L6-30R and (4) L6-20R output receptacles. Rackmount. 19"W x 2.4"D x 3.5"H. 7 lbs	$ 580.00
90000256	XPD36	Xtreme Power XPDU Series Basic Power PDU, 50A, 200-240V; Hardwired input with Pigtail, (4) IEC-C19 and (8) IEC C13 output receptacles. Rackmount. 19"W x 2.4"D x 3.5"H. 6.8 lbs	$ 460.00
90001282	9SUS8051	P91 5x8 Startup and 1 year on-site warranty. For Zone 1 (within 100 miles of XPC Service Center). StartUP includes verification of installation, inspection of UPS and commisioning of UPS by the Startup technician. On-site Warranty covers labor for corrective maintenance.	$ 3,900.00

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90001283	9SUS8052	P91 5x8 Startup and 2 year on-site warranty. For Zone 1 (within 100 miles of XPC Service Center). StartUP includes verification of installation, inspection of UPS and commisioning of UPS by the Startup technician. On-site Warranty covers labor for corrective maintenance.	$ 4,500.00
90001284	9USUS8053	P91 5x8 Startup and 3 year on-site warranty. For Zone 1 (within 100 miles of XPC Service Center). StartUP includes verification of installation, inspection of UPS and commisioning of UPS by the Startup technician. On-site Warranty covers labor for corrective maintenance.	$ 5,100.00
90001285	9SU724051	P91 7x24 Startup and 1 year on-site warranty. For Zone 1 (within 100 miles of XPC Service Center). StartUP includes verification of installation, inspection of UPS and commisioning of UPS by the Startup technician. On-site Warranty covers labor for corrective maintenance.	$ 5,070.00
90001286	9SU724052	P91 7x24 Startup and 2 year on-site warranty. For Zone 1 (within 100 miles of XPC Service Center). StartUP includes verification of installation, inspection of UPS and commisioning of UPS by the Startup technician. On-site Warranty covers labor for corrective maintenance.	$ 5,850.00
90001287	9SU724053	P91 7x24 Startup and 3 year on-site warranty. For Zone 1 (within 100 miles of XPC Service Center). StartUP includes verification of installation, inspection of UPS and commisioningof UPS by the Startup technician. On-site Warranty covers labor for corrective maintenance.	$ 6,630.00
90001288	9PM58	P91 Preventative Maintenance Service, 5x8. For Zone 1 (within 100 miles of XPC Service Center).	$ 3,500.00
90001289	9PM724	P91 Preventative Maintenance Service, 7x24. For Zone 1 (within 100 miles of XPC Service Center).	$ 4,550.00
90000538	SVCADD	Service adder for locations further than 100 miles.	$ 1,050.00
TX91 Series Isolated Online UPS			
TX91 3.8kVA UPS			
90000579	TX91-3.8K	Xtreme Power TX91 Series 3.8kVA/3.8kW Isolated Online UPS, 208V input voltage; 240/120Vor 208V output voltage; Terminal block input and output power connection; Full Load Runtime = 15 minutes; ECO mode; Isolation transformer; Tower; internal maintenance bypass; lockable casters; RS232, USB, Intelligent Ports, EPO Port: Communications Cable and Shutdown Software; UL1778, cUL, FCC Class A, RoHS Listed.; TAA Compliant; 3-Year Electronics, 3-Year Battery Warranty (USA and Canada); 9.8"W x 23.2"D x 32.4"H, 272 lbs.	$ 6,350.00
90000572	TX91-3.8KXR	Xtreme Power TX91 Series 3.8kVA/3.8kW Isolated Online UPS, 208V input voltage; 240/120Vor 208V output voltage; Terminal block input and output power connection; 580W batteries for Full Load Runtime = 21 minutes; ECO mode; Isolation transformer; Tower; internal maintenance bypass; lockable casters; RS232, USB, Intelligent Ports, EPO Port: Communications Cable and Shutdown Software; UL1778, cUL, FCC Class A, RoHS Listed.; TAA Compliant; 3-Year Electronics, 3-Year Battery Warranty (USA and Canada); 9.8"W x 23.2"D x 32.4"H, 275 lbs.	$ 8,050.00
	TX91-3.8KB1####	Xtreme Power TX91 Series 3.8kVA/3.8kW Isolated Online UPS, 208V input voltage; 240/120Vor 208V output voltage; 6 ft L6-30P input and (6) Configurable 240V and (4) 5-15/20R output connections; (choose four, and replace the ## in the P/N) A = (1) L6-20R, B = (1) L6-30R, C = (1) 6-15/20R, D = (1) L6-15R; Full Load Runtime = 15 minutes; ECO mode; Isolation transformer; Tower; internal maintenance bypass; lockable casters; RS232, USB, Intelligent Ports, EPO Port: Communications Cable and Shutdown Software; UL1778, cUL, FCC Class A, RoHS Listed.; TAA Compliant; 3-Year Electronics, 3-Year Battery Warranty (USA and Canada); 9.8"W x 27.1"D x 32.4"H, 277 lbs.	$ 7,540.00
	TX91-3.8KXRB1####	Xtreme Power TX91 Series 3.8kVA/3.8kW Isolated Online UPS, 208V input voltage; 240/120Vor 208V output voltage; 6 ft L6-30P input and (6) Configurable 240V and (4) 5-15/20R output connections (choose four, and replace the ## in the P/N) A = (1) L6-20R, B = (1) L6-30R, C = (1) 6-15/20R, D = (1) L6-15R; 580W batteries for Full Load Runtime = 21 minutes; ECO mode; Isolation transformer; Tower; internal maintenance bypass; lockable casters; RS232, USB, Intelligent Ports, EPO Port: Communications Cable and Shutdown Software; UL1778, cUL, FCC Class A, RoHS Listed.; TAA Compliant; 3-Year Electronics, 3-Year Battery Warranty (USA and Canada); 9.8"W x 27.1"D x 32.4"H, 280 lbs.	$ 9,240.00
	TX91-3.8KB2####	Xtreme Power TX91 Series 3.8kVA/3.8kW Isolated Online UPS, 208V input voltage; 240/120Vor 208V output voltage; 6 ft L6-30P input and (4) Configurable 240V, (1) L6-30R, and (4) 5-15/20R output connections (choose four, and replace the ## in the P/N) A = (1) L6-20R, B = (1) L6-30R, C = (1) 6-15/20R, D = (1) L6-15R; Full Load Runtime = 15 minutes; ECO mode; Isolation transformer; Tower; internal maintenance bypass; lockable casters; RS232, USB, Intelligent Ports, EPO Port: Communications Cable and Shutdown Software; UL1778, cUL, FCC Class A, RoHS Listed.; TAA Compliant; 3-Year Electronics, 3-Year Battery Warranty (USA and Canada); 9.8"W x 27.1"D x 32.4"H, 277 lbs.	$ 7,540.00

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	TX91-3.8KXRB2####	Xtreme Power TX91 Series 3.8kVA/3.8kW Isolated Online UPS, 208V input voltage; 240/120Vor 208V output voltage; 6 ft L6-30P input and (4) Configurable 240V, (1) L6-30R, and (4) 5-15/20R output connections (choose four, and replace the ## in the P/N) A = (1) L6-20R, B = (1) L6-30R, C = (1) 6-15/20R, D = (1) L6-15R; 580W batteries for Full Load Runtime = 21 minutes; ECO mode; Isolation transformer; Tower; internal maintenance bypass; lockable casters; RS232, USB, Intelligent Ports, EPO Port: Communications Cable and Shutdown Software; UL1778, cUL, FCC Class A, RoHS Listed.; TAA Compliant; 3-Year Electronics, 3-Year Battery Warranty (USA and Canada); 9.8"W x 27.1"D x 32.4"H, 280 lbs.	$ 9,240.00
90000587	TX91L-3.8K	Xtreme Power TX91L Series 3.8kVA/3.8kW Isolated Online UPS, 208V input voltage; 240/120Vor 208V output voltage; Terminal block input and output power connection; Set up for external batteries; ECO mode; Isolation transformer; Tower; internal maintenance bypass; lockable casters; RS232, USB, Intelligent Ports, EPO Port: Communications Cable and Shutdown Software; UL1778, cUL, FCC Class A, RoHS Listed.; TAA Compliant; 3-Year Electronics Warranty (USA and Canada); 9.8"W x 23.2"D x 32.4"H, 152 lbs. External batteries to be ordered seperately.	$ 5,100.00
	TX91L-3.8KB1####	Xtreme Power TX91L Series 3.8kVA/3.8kW Isolated Online UPS, 208V input voltage; 240/120Vor 208V output voltage; 6 ft L6-30P input and (6) Configurable 240V and (4) 5-15/20R output connections (choose four, and replace the ## in the P/N) A = (1) L6-20R, B = (1) L6-30R, C = (1) 6-15/20R. D = (1) L6-15R; Set up for external batteries; ECO mode; Isolation transformer; Tower; internal maintenance bypass; lockable casters; RS232, USB, Intelligent Ports, EPO Port: Communications Cable and Shutdown Software; UL1778, cUL, FCC Class A, RoHS Listed.; TAA Compliant; 3-Year Electronics Warranty (USA and Canada); 9.8"W x 27.1"D x 32.4"H, 157 lbs. External batteries to be ordered seperately.	$ 6,290.00
	TX91L-3.8KB2####	Xtreme Power TX91L Series 3.8kVA/3.8kW Isolated Online UPS, 208V input voltage; 240/120Vor 208V output voltage; 6 ft L6-30P input and (4) Configurable 240V, (1) L6-30R, and (4) 5-15/20R output connections (choose four, and replace the ## in the P/N) A = (1) L6-20R, B = (1) L6-30R, C = (1) 6-15/20R, D = (1) L6-15R; Set up for external batteries; ECO mode; Isolation transformer; Tower; internal maintenance bypass; lockable casters; RS232, USB, Intelligent Ports, EPO Port: Communications Cable and Shutdown Software; UL1778, cUL, FCC Class A, RoHS Listed.; TAA Compliant; 3-Year Electronics Warranty (USA and Canada); 9.8"W x 27.1"D x 32.4"H, 157 lbs. External batteries to be ordered seperately.	$ 6,290.00
TX91 5kVA UPS			
90000573	TX91-5K	Xtreme Power TX91 Series 5kVA/5kW Isolated Online UPS, 208V input voltage; 240/120Vor 208V output voltage; Terminal block input and output power connection; Full Load Runtime = 10 minutes; ECO mode; Isolation transformer; Tower; internal maintenance bypass; lockable casters; RS232, USB, Intelligent Ports, EPO Port: Communications Cable and Shutdown Software; UL1778, cUL, FCC Class A, RoHS Listed.; TAA Compliant; 3-Year Electronics, 3-Year Battery Warranty (USA and Canada); 9.8"W x 23.2"D x 32.4"H, 275 lbs.	$ 7,200.00
90000574	TX91-5KXR	Xtreme Power TX91 Series 5kVA/5kW Isolated Online UPS, 208V input voltage; 240/120Vor 208V output voltage; Terminal block input and output power connection; 580W batteries for Full Load Runtime = 15 minutes; ECO mode; Isolation transformer; Tower; internal maintenance bypass; lockable casters; RS232, USB, Intelligent Ports, EPO Port: Communications Cable and Shutdown Software; UL1778, cUL, FCC Class A, RoHS Listed.; TAA Compliant; 3-Year Electronics, 3-Year Battery Warranty (USA and Canada); 9.8"W x 23.2"D x 32.4"H, 278 lbs.	$ 8,900.00
	TX91-5KB1####	Xtreme Power TX91 Series 5kVA/5kW Isolated Online UPS, 208V input voltage; 240/120Vor 208V output voltage; 6 ft L6-30P input and (6) Configurable 240V and (4) 5-15/20R output connections (choose four, and replace the ## in the P/N) A = (1) L6-20R, B = (1) L6-30R, C = (1) 6-15/20R, D = (1) L6-15R; Full Load Runtime = 10 minutes; ECO mode; Isolation transformer; Tower; internal maintenance bypass; lockable casters; RS232, USB, Intelligent Ports, EPO Port: Communications Cable and Shutdown Software; UL1778, cUL, FCC Class A, RoHS Listed.; TAA Compliant; 3-Year Electronics, 3-Year Battery Warranty (USA and Canada); 9.8"W x 27.1"D x 32.4"H, 280 lbs.	$ 8,390.00
	TX91-5KXRB1####	Xtreme Power TX91 Series 5kVA/5kW Isolated Online UPS, 208V input voltage; 240/120Vor 208V output voltage; 6 ft L6-30P input and (6) Configurable 240V and (4) 5-15/20R output connections (choose four, and replace the ## in the P/N) A = (1) L6-20R, B = (1) L6-30R, C = (1) 6-15/20R, D = (1) L6-15R; 580W batteries for Full Load Runtime = 15 minutes; ECO mode; Isolation transformer; Tower; internal maintenance bypass; lockable casters; RS232, USB, Intelligent Ports, EPO Port: Communications Cable and Shutdown Software; UL1778, cUL, FCC Class A, RoHS Listed; TAA Compliant; 3-Year Electronics, 3-Year Battery Warranty (USA and Canada); 9.8"W x 27.1"D x 32.4"H, 283 lbs.	$ 10,090.00

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	TX91-5KB2####	Xtreme Power TX91 Series 5kVA/5kW Isolated Online UPS, 208V input voltage; 240/120Vor 208V output voltage; 6 ft L6-30P input and (4) Configurable 240V, (1) L6-30R and (4) 5-15/20R output connections (choose four, and replace the ## in the P/N) A = (1) L6-20R, B = (1) L6-30R, C = (1) 6-15/20R, D = (1) L6-15R; Full Load Runtime = 10 minutes; ECO mode; Isolation transformer; Tower; internal maintenance bypass; lockable casters; RS232, USB, Intelligent Ports, EPO Port: Communications Cable and Shutdown Software; UL1778, cUL, FCC Class A, RoHS Listed.; TAA Compliant; 3-Year Electronics, 3-Year Battery Warranty (USA and Canada); 9.8"W x 27.1"D x 32.4"H, 280 lbs.	$ 8,390.00
	TX91-5KXRB2####	Xtreme Power TX91 Series 5kVA/5kW Isolated Online UPS, 208V input voltage; 240/120Vor 208V output voltage; 6 ft L6-30P input and (4) Configurable 240V, (1) L6-30R and (4) 5-15/20R output connections (choose four, and replace the ## in the P/N) A = (1) L6-20R, B = (1) L6-30R, C = (1) 6-15/20R, D = (1) L6-15R; 580W batteries for Full Load Runtime = 15 minutes; ECO mode; Isolation transformer; Tower; internal maintenance bypass; lockable casters; RS232, USB, Intelligent Ports, EPO Port: Communications Cable and Shutdown Software; UL1778, cUL, FCC Class A, RoHS Listed.; TAA Compliant; 3-Year Electronics, 3-Year Battery Warranty (USA and Canada); 9.8"W x 27.1"D x 32.4"H, 283 lbs.	$ 10,090.00
90000588	TX91L-5K	Xtreme Power TX91L Series 5kVA/5kW Isolated Online UPS, 208V input voltage; 240/120Vor 208V output voltage; Terminal block input and output power connection; Set up for external batteries; ECO mode; Isolation transformer; Tower; internal maintenance bypass; lockable casters; RS232, USB, Intelligent Ports, EPO Port: Communications Cable and Shutdown Software; UL1778, cUL, FCC Class A, RoHS Listed.; TAA Compliant; 3-Year Electronics Warranty (USA and Canada); 9.8"W x 23.2"D x 32.4"H, 155 lbs. External batteries to be ordered seperately.	$ 6,050.00
	TX91L-5KB1####	Xtreme Power TX91L Series 5kVA/5kW Isolated Online UPS, 208V input voltage; 240/120Vor 208V output voltage; 6 ft L6-30P input and (6) Configurable 240V and (4) 5-15/20R output connections (choose four, and replace the ## in the P/N) A = (1) L6-20R, B = (1) L6-30R, C = (1) 6-15/20R, D = (1) L6-15R; Set up for external batteries; ECO mode; Isolation transformer; Tower; internal maintenance bypass; lockable casters; RS232, USB, Intelligent Ports, EPO Port: Communications Cable and Shutdown Software; UL1778, cUL, FCC Class A, RoHS Listed.; TAA Compliant; 3-Year Electronics Warranty (USA and Canada); 9.8"W x 27.1"D x 32.4"H, 160 lbs. External batteries to be ordered seperately.	$ 7,240.00
	TX91L-5KB2####	Xtreme Power TX91L Series 5kVA/5kW Isolated Online UPS, 208V input voltage; 240/120Vor 208V output voltage; 6 ft L6-30P input and (4) Configurable 240V, (1) L6-30R and (4) 5-15/20R output connections (choose four, and replace the ## in the P/N) A = (1) L6-20R, B = (1) L6-30R, C = (1) 6-15/20R, D = (1) L6-15R; Set up for external batteries; ECO mode; Isolation transformer; Tower; internal maintenance bypass; lockable casters; RS232, USB, Intelligent Ports, EPO Port: Communications Cable and Shutdown Software; UL1778, cUL, FCC Class A, RoHS Listed.; TAA Compliant; 3-Year Electronics Warranty (USA and Canada); 9.8"W x 27.1"D x 32.4"H, 160 lbs. External batteries to be ordered seperately.	$ 7,240.00
TX91 6kVA UPS			
90000575	TX91-6K	Xtreme Power TX91 Series 6kVA/6kW Isolated Online UPS, 208V input voltage; 240/120Vor 208V output voltage; Terminal block input and output power connection; Full Load Runtime = 8 minutes; ECO mode; Isolation transformer; Tower; internal maintenance bypass; lockable casters; RS232, USB, Intelligent Ports, EPO Port: Communications Cable and Shutdown Software; UL1778, cUL, FCC Class A, RoHS Listed.; TAA Compliant; 3-Year Electronics, 3-Year Battery Warranty (USA and Canada); 9.8"W x 23.2"D x 32.4"H, 278 lbs.	$ 8,050.00
90000576	TX91-6KXR	Xtreme Power TX91 Series 6kVA/6kW Isolated Online UPS, 208V input voltage; 240/120Vor 208V output voltage; Terminal block input and output power connection; 580W batteries for Full Load Runtime = 12 minutes; ECO mode; Isolation transformer; Tower; internal maintenance bypass; lockable casters; RS232, USB, Intelligent Ports, EPO Port: Communications Cable and Shutdown Software; UL1778, cUL, FCC Class A, RoHS Listed.; TAA Compliant; 3-Year Electronics, 3-Year Battery Warranty (USA and Canada); 9.8"W x 23.2"D x 32.4"H, 281 lbs.	$ 9,750.00
	TX91-6KB1####	Xtreme Power TX91 Series 6kVA/6kW Isolated Online UPS, 208V input voltage; 240/120Vor 208V output voltage; 6 ft L6-30P input and (6) Configurable 240V and (4) 5-15/20R output connections; (choose four, and replace the ## in the P/N) A = (1) L6-20R, B = (1) L6-30R, C = (1) 6-15/20R, D = (1) L6-15R; Full Load Runtime = 8 minutes; ECO mode; Isolation transformer; Tower; internal maintenance bypass; lockable casters; RS232, USB, Intelligent Ports, EPO Port: Communications Cable and Shutdown Software; UL1778, cUL, FCC Class A, RoHS Listed.; TAA Compliant; 3-Year Electronics, 3-Year Battery Warranty (USA and Canada); 9.8"W x 27.1"D x 32.4"H, 283 lbs.	$ 9,240.00
	TX91-6KXRB1####	Xtreme Power TX91 Series 6kVA/6kW Isolated Online UPS, 208V input voltage; 240/120Vor 208V output voltage; 6 ft L6-30P input and (6) Configurable 240V and (4) 5-15/20R output connections (choose four, and replace the ## in the P/N) A = (1) L6-20R, B = (1) L6-30R, C = (1) 6-15/20R, D = (1) L6-15R; 580W batteries for Full Load Runtime = 12 minutes; ECO mode; Isolation transformer; Tower; internal maintenance bypass; lockable casters; RS232, USB, Intelligent Ports, EPO Port: Communications Cable and Shutdown Software; UL1778, cUL, FCC Class A, RoHS Listed.; TAA Compliant; 3-Year Electronics, 3-Year Battery Warranty (USA and Canada); 9.8"W x 27.1"D x 32.4"H, 286 lbs.	$ 10,940.00

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	TX91-6KB2####	Xtreme Power TX91 Series 6kVA/6kW Isolated Online UPS, 208V input voltage; 240/120Vor 208V output voltage; 6 ft L6-30P input and (4) Configurable 240V, (1) L6-30R, and (4) 5-15/20R output connections (choose four, and replace the ## in the P/N) A = (1) L6-20R, B = (1) L6-30R, C = (1) 6-15/20R, D = (1) L6-15R; Full Load Runtime = 8 minutes; ECO mode; Isolation transformer; Tower; internal maintenance bypass; lockable casters; RS232, USB, Intelligent Ports, EPO Port: Communications Cable and Shutdown Software; UL1778, cUL, FCC Class A, RoHS Listed.; TAA Compliant; 3-Year Electronics, 3-Year Battery Warranty (USA and Canada); 9.8"W x 27.1"D x 32.4"H, 277 lbs.	$ 9,240.00
	TX91-6KXRB2####	Xtreme Power TX91 Series 6kVA/6kW Isolated Online UPS, 208V input voltage; 240/120Vor 208V output voltage; 6 ft L6-30P input and (4) Configurable 240V, (1) L6-30R, and (4) 5-15/20R output connections (choose four, and replace the ## in the P/N) A = (1) L6-20R, B = (1) L6-30R, C = (1) 6-15/20R, D = (1) L6-15R; 580W batteries for Full Load Runtime = 12 minutes; ECO mode; Isolation transformer; Tower; internal maintenance bypass; lockable casters; RS232, USB, Intelligent Ports, EPO Port: Communications Cable and Shutdown Software; UL1778, cUL, FCC Class A, RoHS Listed.; TAA Compliant; 3-Year Electronics, 3-Year Battery Warranty (USA and Canada); 9.8"W x 27.1"D x 32.4"H, 286 lbs.	$ 10,940.00
90000589	TX91L-6K	Xtreme Power TX91L Series 6kVA/6kW Isolated Online UPS, 208V input voltage; 240/120Vor 208V output voltage; Terminal block input and output power connection; Set up for external batteries; ECO mode; Isolation transformer; Tower; internal maintenance bypass; lockable casters; RS232, USB, Intelligent Ports, EPO Port: Communications Cable and Shutdown Software; UL1778, cUL, FCC Class A, RoHS Listed.; TAA Compliant; 3-Year Electronics Warranty (USA and Canada); 9.8"W x 23.2"D x 32.4"H, 158 lbs. External batteries to be ordered seperately.	$ 6,800.00
	TX91L-6KB1####	Xtreme Power TX91L Series 6kVA/6kW Isolated Online UPS, 208V input voltage; 240/120Vor 208V output voltage; 6 ft L6-30P input and (6) Configurable 240V and (4) 5-15/20R output connections (choose four, and replace the ## in the P/N) A = (1) L6-20R, B = (1) L6-30R, C = (1) 6-15/20R, D = (1) L6-15R; Set up for external batteries; ECO mode; Isolation transformer; Tower; internal maintenance bypass; lockable casters; RS232, USB, Intelligent Ports, EPO Port: Communications Cable and Shutdown Software; UL1778, cUL, FCC Class A, RoHS Listed.; TAA Compliant; 3-Year Electronics Warranty (USA and Canada); 9.8"W x 27.1"D x 32.4"H, 163 lbs. External batteries to be ordered seperately.	$ 7,990.00
	TX91L-6KB2####	Xtreme Power TX91L Series 6kVA/6kW Isolated Online UPS, 208V input voltage; 240/120Vor 208V output voltage; 6 ft L6-30P input and (4) Configurable 240V, (1) L6-30R, and (4) 5-15/20R output connections (choose four, and replace the ## in the P/N) A = (1) L6-20R, B = (1) L6-30R, C = (1) 6-15/20R, D = (1) L6-15R; Set up for external batteries; ECO mode; Isolation transformer; Tower; internal maintenance bypass; lockable casters; RS232, USB, Intelligent Ports, EPO Port: Communications Cable and Shutdown Software; UL1778, cUL, FCC Class A, RoHS Listed.; TAA Compliant; 3-Year Electronics Warranty (USA and Canada); 9.8"W x 27.1"D x 32.4"H, 163 lbs. External batteries to be ordered seperately.	$ 7,990.00
TX91 10kVA UPS			
90000577	TX91-10K	Xtreme Power TX91 Series 10kVA/10kW Isolated Online UPS, 208V input voltage; 240/120Vor 208V output voltage; Terminal block input and output power connection; Full Load Runtime = 3 minutes; ECO mode; Isolation transformer; Tower; internal maintenance bypass; lockable casters; RS232, USB, Intelligent Ports, EPO Port: Communications Cable and Shutdown Software; UL1778, cUL, FCC Class A, RoHS Listed.; TAA Compliant; 3-Year Electronics, 3-Year Battery Warranty (USA and Canada); 9.8"W x 23.2"D x 32.4"H, 307 lbs.	$ 11,340.00
90000574	TX91-10KXR	Xtreme Power TX91 Series 10kVA/10kW Isolated Online UPS, 208V input voltage; 240/120Vor 208V output voltage; Terminal block input and output power connection; 580W batteries for Full Load Runtime = 6 minutes; ECO mode; Isolation transformer; Tower; internal maintenance bypass; lockable casters; RS232, USB, Intelligent Ports, EPO Port: Communications Cable and Shutdown Software; UL1778, cUL, FCC Class A, RoHS Listed.; 3-Year Electronics, TAA Compliant; 3-Year Battery Warranty (USA and Canada); 9.8"W x 23.2"D x 32.4"H, 310 lbs.	$ 12,900.00
	TX91-10KB1####	Xtreme Power TX91 Series 10kVA/10kW Isolated Online UPS, 208V input voltage; 240/120Vor 208V output voltage; Terminal block input and (6) Configurable 240V and (4) 5-15/20R output connections (choose four, and replace the ## in the P/N) A = (1) L6-20R, B = (1) L6-30R, C = (1) 6-15/20R, D = (1) L6-15R; Full Load Runtime = 3 minutes; ECO mode; Isolation transformer; Tower; internal maintenance bypass; lockable casters; RS232, USB, Intelligent Ports, EPO Port: Communications Cable and Shutdown Software; UL1778, cUL, FCC Class A, RoHS Listed.; TAA Compliant; 3-Year Electronics, 3-Year Battery Warranty (USA and Canada); 9.8"W x 27.1"D x 32.4"H, 312 lbs.	$ 12,530.00

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	TX91-10KXRB1####	Xtreme Power TX91 Series 10kVA/10kW Isolated Online UPS, 208V input voltage; 240/120Vor 208V output voltage; Terminal block input and (6) Configurable 240V and (4) 5-15/20R output connections (choose four, and replace the ## in the P/N) A = (1) L6-20R, B = (1) L6-30R, C = (1) 6-15/20R, D = (1) L6-15R; 580W batteries for Full Load Runtime = 6 minutes; ECO mode; Isolation transformer; Tower; internal maintenance bypass; lockable casters; RS232, USB, Intelligent Ports, EPO Port: Communications Cable and Shutdown Software; UL1778, cUL, FCC Class A, RoHS Listed.; TAA Compliant; 3-Year Electronics, 3-Year Battery Warranty (USA and Canada); 9.8"W x 27.1"D x 32.4"H, 315 lbs.	$ 14,090.00
	TX91-10KB2####	Xtreme Power TX91 Series 10kVA/10kW Isolated Online UPS, 208V input voltage; 240/120Vor 208V output voltage; Terminal block input and (4) Configurable 240V, (1) L6-30R and (4) 5-15/20R output connections (choose four, and replace the ## in the P/N) A = (1) L6-20R, B = (1) L6-30R, C = (1) 6-15/20R, D = (1) L6-15R; Full Load Runtime = 3 minutes; ECO mode; Isolation transformer; Tower; internal maintenance bypass; lockable casters; RS232, USB, Intelligent Ports, EPO Port: Communications Cable and Shutdown Software; UL1778, cUL, FCC Class A, RoHS Listed.; TAA Compliant; 3-Year Electronics, 3-Year Battery Warranty (USA and Canada); 9.8"W x 27.1"D x 32.4"H, 312 lbs.	$ 12,530.00
	TX91-10KXRB2####	Xtreme Power TX91 Series 10kVA/10kW Isolated Online UPS, 208V input voltage; 240/120Vor 208V output voltage; Terminal block input and (4) Configurable 240V, (1) L6-30R and (4) 5-15/20R output connections (choose four, and replace the ## in the P/N) A = (1) L6-20R, B = (1) L6-30R, C = (1) 6-15/20R, D = (1) L6-15R; 580W batteries for Full Load Runtime = 6 minutes; ECO mode; Isolation transformer; Tower; internal maintenance bypass; lockable casters; RS232, USB, Intelligent Ports, EPO Port: Communications Cable and Shutdown Software; UL1778, cUL, FCC Class A, RoHS Listed.; TAA Compliant; 3-Year Electronics, 3-Year Battery Warranty (USA and Canada); 9.8"W x 27.1"D x 32.4"H, 315 lbs.	$ 14,090.00
90000588	TX91L-10K	Xtreme Power TX91L Series 10kVA/10kW Isolated Online UPS, 208V input voltage; 240/120Vor 208V output voltage; Terminal block input and output power connection; Set up for external batteries; ECO mode; Isolation transformer; Tower; internal maintenance bypass; lockable casters; RS232, USB, Intelligent Ports, EPO Port: Communications Cable and Shutdown Software; UL1778, cUL, FCC Class A, RoHS Listed.; TAA Compliant; 3-Year Electronics Warranty (USA and Canada); 9.8"W x 23.2"D x 32.4"H, 187 lbs. External batteries to be ordered seperately.	$ 9,240.00
	TX91L-10KB1####	Xtreme Power TX91L Series 10kVA/10kW Isolated Online UPS, 208V input voltage; 240/120Vor 208V output voltage; Terminal block input and (6) Configurable 240V and (4) 5-15/20R output connections (choose four, and replace the ## in the P/N) A = (1) L6-20R, B = (1) L6-30R, C = (1) 6-15/20R, D = (1) L6-15R; Set up for external batteries; ECO mode; Isolation transformer; Tower; internal maintenance bypass; lockable casters; RS232, USB, Intelligent Ports, EPO Port: Communications Cable and Shutdown Software; UL1778, cUL, FCC Class A, RoHS Listed.; TAA Compliant; 3-Year Electronics Warranty (USA and Canada); 9.8"W x 27.1"D x 32.4"H, 192 lbs. External batteries to be ordered seperately.	$ 10,430.00
	TX91L-10KB2####	Xtreme Power TX91L Series 10kVA/10kW Isolated Online UPS, 208V input voltage; 240/120Vor 208V output voltage; Terminal block input and (4) Configurable 240V, (1) L6-30R and (4) 5-15/20R output connections (choose four, and replace the ## in the P/N) A = (1) L6-20R, B = (1) L6-30R, C = (1) 6-15/20R, D = (1) L6-15R; Set up for external batteries; ECO mode; Isolation transformer; Tower; internal maintenance bypass; lockable casters; RS232, USB, Intelligent Ports, EPO Port: Communications Cable and Shutdown Software; UL1778, cUL, FCC Class A, RoHS Listed.; TAA Compliant; 3-Year Electronics Warranty (USA and Canada); 9.8"W x 27.1"D x 32.4"H, 192 lbs. External batteries to be ordered seperately.	$ 10,430.00
TX91 Battery Options			
Part Number	**Model**	**Description**	**List Price**
90000584	TX91-BP960-1	External Battery Pack Module for TX91 3.8 - 10kVA UPS, Contains 1 String of batteries (20), Up to three battery packs per UPS can be used for extended runtime applications; __ Battery Packs provide(s) __ minutes runtime @ __KVA load., 9.8"W x 22.3"D x 32.4"H, 190 lbs	$ 3,400.00
90000585	TX91-BP960-2	External Battery Pack Module for TX91 3.8 - 10kVA UPS, Contains 2 Strings of batteries (40), Up to three battery packs per UPS can be used for extended runtime applications; __ Battery Packs provide(s) __ minutes runtime @ __KVA load., 9.8"W x 22.3"D x 32.4"H, 320 lbs	$ 4,900.00
90000586	TX91-BP960-3	External Battery Pack Module for TX91 3.8 - 10kVA UPS, Contains 3 Strings of batteries (60), Up to three battery packs per UPS can be used for extended runtime applications; __ Battery Packs provide(s) __ minutes runtime @ __KVA load., 9.8"W x 22.3"D x 32.4"H, 450 lbs	$ 6,450.00
90000762	TX91-CHG	TX91 External Battery Charger. Rated at 240VDC, 8A output with output cable to plug into TX91-BP960-x battery pack. Input rated at 208-240 VAC, 10A hardwired input.	$ 780.00
TX91 External Bypass Switch Options			

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	90885-C241310ECA050A05013MB	Three-Breaker Maintenance Bypass Switch; 240VAC, Single-Phase, 50 A, **10kAIC**; rated for **up to 8KVA**; Wallmount; includes UPS Input Breaker, Maintenance Isolation Breaker, and Maintenance Bypass Breaker,interlock plate, lockable front panel, UL981, Black. 22"W x 24"H x 9"D; 55 lbs.	Call for Price
	90885-C241310ECA070A07013MB	Three-Breaker Maintenance Bypass Switch; 240VAC, Single-Phase, 70 A, **10kAIC**; rated for **up to 12KVA**; Wallmount; includes UPS Input Breaker, Maintenance Isolation Breaker, and Maintenance Bypass Breaker,interlock plate, lockable front panel, UL981, Black. 22"W x 24"H x 9"D; 55 lbs.	Call for Price
TX91 Output Cords			
Part Number	**Model**	**Description**	**List Price**
	XPC-ZLC20-620R	Optional 12" output cord, Locking C20 to 6-15/20 receptacle for use with TX91; 3 lbs.	$ 79.00
	XPC-ZLC20-L620R	Optional 12" output cord, Locking C20 to L6-20 receptacle for use with TX91; 3 lbs.	$ 79.00
	XPC-ZLC20-L630R	Optional 12" output cord, Locking C20 to L6-30 receptacle for use with TX91; 3 lbs.	$ 79.00
	XPC-C20-L615R	Optional 12" output cord. Non-locking C20 to L6-15 receptacle for use with TX91; 3 lbs	$ 59.00
TBD	XPC-L630R	Optional L6-30R, 8" dongle style output receptacle for use with UPS with terminal block output; 12 lbs.	$ 125.00
TBD	XPC-L630P	Optional L6-30P line cord, 6ft line cord for use with 5 or 6K UPS with terminal block input; 12 lbs.	$ 125.00
TBD	XPC-L1430R	Optional L14-30R, 8" dongle style output receptacle for use with TX90-6K; 12 lbs.	$ 125.00
TX91 Distribution Options			
Part Number	**Model**	**Description**	**List Price**
90000251	XPD31	Xtreme Power XPDU Series Basic Power PDU for use with TX91-3.8KVA - 10KVA UPS, 30A, 200-240V; L6-30P 6ft line cord, (2) L6-30R, (2) L6-20R and (4) 6-15/20R output receptacles. Rackmount. 19"W x 4.7"D x 3.5"H. 9 lbs	$ 580.00
90000252	XPD32	Xtreme Power XPDU Series Basic Power PDU for use with TX91-3.8KVA - 10KVA UPS, 30A, 200-240V; L6-30P 6ft line cord, (2) L6-30R, (4) L6-20R output receptacles. Rackmount. 19"W x 2.4"D x 3.5"H. 7.5 lbs	$ 580.00
90000253	XPD33	Xtreme Power XPDU Series Basic Power PDU for use with TX91-3.8KVA - 10KVA UPS, 30A, 200-240V; L6-30P 6ft line cord, (4) IEC-C19 and (8) IEC C13 output receptacle. s Rackmount. 19"W x 2.4"D x 3.5"H. 8 lbs	$ 450.00
90000254	XPD34	Xtreme Power XPDU Series Basic Power PDU, 30A, 240/120V; L14-30P 6ft line cord, (2) L6-30R, (4) L6-20R and (12) 5-20R output receptacles. Rackmount. 19"W x 4.7"D x 3.5"H. 9.5 lbs	$ 690.00
90001037	XPD38	Xtreme Power XPDU Series Basic Power PDU, 30A, 120V; L14-30P, 6' input cord , (4) L5-30R, (4) L5-20R output receptacles. Rackmount. 19"W x 4.7"D x 3.5"H. 9.5 lbs	$ 690.00
TX91 Communication Options			
Part Number	**Model**	**Description**	**List Price**
90000741	SNMP-2PV3	Internal SNMP/WEB Card for use with TX91 Series UPS; Allows for monitoring and management of UPS through a web browser or SNMP platform: Provides shutdown of remote clients via LAN, and Email Notification of UPS status and events. Compatible with SNMP-EMPV2 Environmental Monitor; Packaging = 5.7"W x 5.2"D x 1.7"H, 0.3 lbs	$ 359.00
90000674	SNMP-EMPV2	Environmental Monitoring Sensor to monitor room temperature and humidity - used with SNMP-2PV3 SNMP/WEB Card. Packaging = 5.7"W x 5.2"D x 1.7"H, 0.3 lbs	$ 230.00
90000267	MODBUS-IN	MODBUS CARD for use with the TX91 Series UPS; packaging = 7.25" x 6" x 2.5", 1 lbs	$ 319.00
90000265	RELAY-MINI	Dry Contact RELAY CARD with DB9 & terminal block adapter; packaging = 5.7"W x 5.2"D x 1.7"H, 0.3 lbs	$ 120.00
TX91 Warranty and Service Options			
Part Number	**Model**	**Description**	**List Price**
90001282	9SUS8051	M90S 5x8 Startup and 1 year on-site warranty. For Zone 1 (within 100 miles of XPC Service Center). StartUP includes verification of installation, inspection of UPS and commisioning of UPS by the Startup technician. On-site Warranty covers labor for corrective maintenance.	$ 3,900.00
90001283	9SUS8052	M90S 5x8 Startup and 2 year on-site warranty. For Zone 1 (within 100 miles of XPC Service Center). StartUP includes verification of installation, inspection of UPS and commisioning of UPS by the Startup technician. On-site Warranty covers labor for corrective maintenance.	$ 4,500.00
90001284	9USUS8053	M90S 5x8 Startup and 3 year on-site warranty. For Zone 1 (within 100 miles of XPC Service Center). StartUP includes verification of installation, inspection of UPS and commisioning of UPS by the Startup technician. On-site Warranty covers labor for corrective maintenance.	$ 5,100.00
90001285	9SU724051	M90S 7x24 Startup and 1 year on-site warranty. For Zone 1 (within 100 miles of XPC Service Center). StartUP includes verification of installation, inspection of UPS and commisioning of UPS by the Startup technician. On-site Warranty covers labor for corrective maintenance.	$ 5,070.00
90001286	9SU724052	M90S 7x24 Startup and 2 year on-site warranty. For Zone 1 (within 100 miles of XPC Service Center). StartUP includes verification of installation, inspection of UPS and commisioning of UPS by the Startup technician. On-site Warranty covers labor for corrective maintenance.	$ 5,850.00

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90001287	9SU724053	M90S 7x24 Startup and 3 year on-site warranty. For Zone 1 (within 100 miles of XPC Service Center). StartUP includes verification of installation, inspection of UPS and commisioningof UPS by the Startup technician. On-site Warranty covers labor for corrective maintenance.	$ 6,630.00
90001288	9PM58	M90S Preventative Maintenance Service, 5x8. For Zone 1 (within 100 miles of XPC Service Center).	$ 3,500.00
90001289	9PM724	M90S Preventative Maintenance Service, 7x24. For Zone 1 (within 100 miles of XPC Service Center).	$ 4,550.00
90000538	SVCADD	Service adder for locations further than 100 miles.	$ 1,050.00
90000375	T9VCNFG	Non-Standard Voltage Configuration adder. Required when setting the TX91 (XR), TX91L, or TXVR input voltage to 200V, 230V, or 240V. Input Voltage: Output Voltage on-line/inverter: Output Voltage on Bypass: Displayed Voltage:	$ 300.00
M90S Series Modular Double Conversion Split-Phase			
M90S Series Ala Carte Solutions			
Part Number	**Model**	**Description**	**List Price**
90000690	M90S-ENC2	XPC M90S 2-slot enclosure; Up to 6kVA/6kW; On Line - Rack Mount configuration, 120/208V In/Out or 120/240V In/Out, Hardwired in/out, Integral Rear Mounted Maintenance Bypass switch, RS-232, USB, dry contacts, EPO, intelligent slot for optional card (Web/SNMP, Relay, Modbus); Communication Software and Cable; UL-1778 (TUV), cUL, FCC, RoHS; 3 year UPS and battery warranty (USA and Canada). Power Module and Battery Module purchased separately; Unit Dims: 17.4"W X 33.7"D x 10.5"H. Weight: 38 lbs.	$ 1,800.00
90000691	M90S-ENC4	XPC M90S 4-slot enclosure; Up to 12kVA/12kW; On Line - Tower configuration, 120/208V In/Out or 120/240V In/Out, Hardwired in/out, Large LCD Screen, Casters, Integral Front Access Maintenance Bypass switch, Floor mount bracket; Communications Module; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable; UL-1778 (TUV), cUL, FCC, RoHS; 3 year UPS and battery warranty (USA and Canada). Power Modules, Battery Modules, and Blank Panels purchased separately; Dims: 17.4"W X 33.7"D x 33"H. Weight: 150 lbs.	$ 4,800.00
90000692	M90S-ENC6	XPC M90S 6-slot enclosure; Up to 24kVA/24kW; On Line - Tower configuration, 120/208V In/Out or 120/240V In/Out, Hardwired in/out, Large LCD Screen, Casters, Integral Front Access Maintenance Bypass switch, Floor mount bracket; Communications Module; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus) Communication Software and Cable; UL-1778 (TUV), cUL, FCC, RoHS; 3 year UPS and battery warranty (USA and Canada). Power Modules, Battery Modules, and Blank Panels purchased separately; Dims: 17.4"W X 33.7"D x 45.5"H. Weight: 180 lbs.	$ 7,250.00
90000693	M90S-PWM6	6KVA/6KW Power Module for XPC M90S UPS; On Line- 120/208V In-120/208V Out or 120/240V In - 120/240V Out; LCD Screen, Dims: 16.3"W X 24"D x 5.2"H (3U). Weight: 38 lbs.	$ 4,190.00
90001262	M90S-BMXRV2	Battery Module for XPC M90S UPS; Contains two battery sleeves, each containing (8) 12V 580W batteries; battery breaker; 16.3"W X 24"D x 5.2"H. Weight: 107 lbs. **Note: Minimum of one battery module required for each power module used for capacity.**	$ 2,095.00
90000696	M90S-BC7	XPC M90S External Battery Enclosure; 7-slot enclosure holds up to (7) M90S-BMXR battery modules; Includes Casters. Battery Modules and Blank Panels purchased separately; Dims: 17.4"W X 33.7"D x 45.5"H. Weight: 162 lbs.	$ 4,935.00
90000717	XPC-L14-30P	L14-30P input cord, 8 ft, (6KVA UPS only). Limits current to 24A continuous input current.	$ 135.00
90000719	M90S-CB	Caster Base for M90S-ENC2. Locking casters. Dims: 17"W X 24"D x 4.0"H. Weight: 15 lbs.	$ 610.00
90000703	M90S-BP	M90S Matching Blank Panel covers front of unused slots. Dims: 16.5"W X 2"D x 5.2"H. Weight: 5 lbs.	$ 63.00
90000695	M90S-RAIL2S	M90S Rail Kit for M90S-ENC2 2-slot enclosure. Dims: 20"W X 4"D x 2.5"H. Weight: 5 lbs.	$ 155.00
	M90S4S-SEIS	Seismic Hold Down Achorage for M90S-ENC4 enclosure. Includes calculations with State of California Engineer Stamp.	$ 1,900.00
	M90S6S-SEIS	Seismic Hold Down Achorage for M90S-ENC6 enclosure. Includes calculations with State of California Engineer Stamp.	$ 1,900.00
M90S Series Optional Receptacle Panels (6S = up to 4 RP) (4S = up to 2 RP), (2S = up to 1 RP)			
Part Number	**Model**	**Description**	**List Price**
90000699	M90S-RPA	XPC M90S Optional Receptacle Panel. Contains (8) 5-20R receptacles. Mounts to rear of UPS Chassis. Weight: 5 lbs.	$ 295.00
90000700	M90S-RPB	XPC M90S Optional Receptacle Panel. Contains (2) C19 and (4) 5-20R receptacles. Mounts to rear of UPS Chassis. Weight: 5 lbs.	$ 295.00
90000701	M90S-RPC	XPC M90S Optional Receptacle Panel. Contains (1) L6-30R and (2) C19 receptacles. Mounts to rear of UPS Chassis. Weight: 5 lbs.	$ 295.00
90000703	M90S-RPD	XPC M90S Optional Receptacle Panel. Contains (1) L14-30R and (2) C19 receptacles. Mounts to rear of UPS Chassis. Weight: 5 lbs.	$ 295.00
Bundle	M90S-RPE	XPC M90S Optional Receptacle Panel. Contains (2) L6-20R and (4) 5-20R receptacles. Mounts to rear of UPS Chassis. Weight: 5 lbs.	$ 453.00

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Bundle	M90S-RPF	XPC M90S Optional Receptacle Panel. Contains (1) L6-30R, (1) L6-20R and (4) 5-20R receptacles. Mounts to rear of UPS Chassis. L6-30R protected by 20A breaker; Weight: 5 lbs.	$ 453.00
Bundle	M90S-RPG	XPC M90S Optional Receptacle Panel. Contains (1) L6-30R and (2) L6-20R receptacles. Mounts to rear of UPS Chassis. Weight: 5 lbs.	$ 453.00
Bundle	M90S-RPH	XPC M90S Optional Receptacle Panel. Contains (3) L6-30R receptacles. Mounts to rear of UPS Chassis. (2) L6-30R protected by 20A breakers; Weight: 5 lbs.	$ 453.00
M90S Series Hardwired Bundled Solutions			
M90S 2-Slot 6KVA RM Hardwired Bundled Solutions			
Part Number	**Model**	**Description**	**List Price**
Bundle	M90S-2S6K	XPC M90S UPS bundle; **6kVA/6kW**; On Line-Rackmount Configuration,120/208V In/Out or 120/240V In/Out, Hardwired in/out. Bundle includes M90S-ENC2 2-Slot Enclosure with Integral Maintenance Bypass, Rackmount rails; (1) Power Module and (1) Battery Module providing **9 minutes** runtime @ 6KVA/6KW load; RS-232, USB, dry contacts, EPO, intelligent slot for optional card (Web/SNMP, Relay, Modbus;) Communication Software and Cable; UL-1778 (TUV), cUL, FCC, RoHS; 3 year UPS and battery warranty (USA and Canada). Enclosure, Power Module, and Battery Modules shipped seperately. Dims: 16.3"W X 24"D x 10.5"H. Weight: 185 lbs.	$ 8,240.00
Bundle	M90S-2S6KT	XPC M90S UPS bundle; **6kVA/6kW**; On Line-Tower Configuration, 120/208V In/Out or 120/240V In/Out, Hardwired in/out. Bundle includes M90S-ENC2 2-Slot Enclosure with Integral Maintenance Bypass; Caster Base, (1) Power Module and (1) Battery Module providing **9 minutes** runtime @ 6KVA/6KW load; RS-232, USB, dry contacts, EPO, intelligent slot for optional card (Web/SNMP, Relay, Modbus) Communication Software and Cable; UL-1778 (TUV), cUL, FCC, RoHS; 3 year UPS and battery warranty (USA and Canada). Enclosure, Power Module, Battery Module and Caster Base shipped seperately. Dims: 17"W X 24"D x 14.5"H. Weight: 198 lbs.	$ 8,695.00
M90S 4-Slot 6KVA Hardwired Bundled Solutions			
Part Number	**Model**	**Description**	**List Price**
	M90S-4S6K1	XPC M90S UPS bundle; **6KVA/6KW**; On Line-Tower Configuration, 120/208V In/Out or 120/240V In/Out, Hardwired in/out, Large LCD Screen, Casters, Floor mount bracket; Communications Module; Bundle includes M90S-ENC4 4 Slot Enclosure with Integral Front Access Maintenance Bypass, (1) Power Module, (1) Battery Module providing **9 minutes** runtime @ 6KVA/6KW load; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC, RoHS; 3 year UPS and battery warranty (USA and Canada). Enclosure, Power Module, and Battery Module shipped seperately. Dims: 17.4"W X 33.7"D x 33"H. Weight: 275 lbs.	$ 11,211.00
	M90S-4S6K2	XPC M90S UPS bundle; **6KVA/6KW**; On Line-Tower Configuration, 120/208V In/Out or 120/240V In/Out, Hardwired in/out, Large LCD Screen, Casters, Floor mount bracket; Communications Module; Bundle includes M90S-ENC4 4 Slot Enclosure with Integral Front Access Maintenance Bypass, (1) Power Module, (2) Battery Modules providing **22 minutes** runtime @ 6KVA/6KW load, RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC, RoHS; 3 year UPS and battery warranty (USA and Canada). Enclosure, Power Module, and Battery Modules shipped seperately. Dims: 17.4"W X 33.7"D x 33"H. Weight: 382 lbs.	$ 13,243.00
	M90S-4S6K3	XPC M90S UPS bundle; **6KVA/6KW**; On Line-Tower Configuration, 120/208V In/Out or 120/240V In/Out, Hardwired in/out, Large LCD Screen, Casters, Floor mount bracket; Communications Module; Bundle includes M90S-ENC4 4 Slot Enclosure with Integral Front Access Maintenance Bypass, (1) Power Module, (3) Battery Modules providing **35 minutes** runtime @ 6KVA/6KW load; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC, RoHS; 3 year UPS and battery warranty (USA and Canada). Enclosure, Power Module, and Battery Modules shipped seperately. Dims: 17.4"W X 33.7"D x 33"H. Weight: 489 lbs.	$ 15,275.00
M90S 4-Slot 12KVA Hardwired Bundled Solutions			
Part Number	**Model**	**Description**	**List Price**
	M90S-4S12K2	XPC M90S UPS bundle; **12KVA/12KW**; On Line-Tower Configuration, 120/208V In/Out or 120/240V In/Out, Hardwired in/out, Large LCD Screen, Casters, Floor mount bracket; Communications Module; Bundle includes M90S-ENC4 4 Slot Enclosure with Integral Front Access Maintenance Bypass, (2) Power Modules, (2) Battery Modules providing **9 minutes** runtime @ 12KVA/12KW load; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC, RoHS; 3 year UPS and battery warranty (USA and Canada). Enclosure, Power Modules, and Battery Modules shipped seperately. Dims: 17.4"W X 33.7"D x 33"H. Weight: 420 lbs.	$ 17,370.00
M90S 6-Slot 6KVA Hardwired Bundled Solutions			
Part Number	**Model**	**Description**	**List Price**

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	M90S-6S6K1	XPC M90S UPS bundle; **6KVA/6KW**; On Line-Tower Configuration, 120/208V In/Out or 120/240V In/Out, Hardwired in/out, Large LCD Screen, Casters, Floor mount bracket; Communications Module; Bundle includes M90S-ENC6 6 Slot Enclosure with Integral Front Access Maintenance Bypass, (1) Power Module, (1) Battery Module providing **9 minutes** runtime @ 6KVA/6KW load; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC, RoHS; 3 year UPS and battery warranty (USA and Canada). Enclosure, Power Module, and Battery Module shipped seperately. Dims: 17.4"W X 33.7"D x 45.5"H. Weight: 314 lbs.	$ 13,787.00
	M90S-6S6K2	XPC M90S UPS bundle; **6KVA/6KW**; On Line-Tower Configuration, 120/208V In/Out or 120/240V In/Out, Hardwired in/out, Large LCD Screen, Casters, Floor mount bracket; Communications Module; Bundle includes M90S-ENC6 6 Slot Enclosure with Integral Front Access Maintenance Bypass, (1) Power Module, (2) Battery Modules providing **22 minutes** runtime @ 6KVA/6KW load; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC, RoHS; 3 year UPS and battery warranty (USA and Canada). Enclosure, Power Module, and Battery Modules shipped seperately. Dims: 17.4"W X 33.7"D x 45.5"H. Weight: 421 lbs.	$ 15,819.00
	M90S-6S6K3	XPC M90S UPS bundle; **6KVA/6KW**; On Line-Tower Configuration, 120/208V In/Out or 120/240V In/Out, Hardwired in/out, Large LCD Screen, Casters, Floor mount bracket; Communications Module; Bundle includes M90S-ENC6 6 Slot Enclosure with Integral Front Access Maintenance Bypass, (1) Power Module, (3) Battery Modules providing **35 minutes** runtime @ 6KVA/6KW load; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC, RoHS; 3 year UPS and battery warranty (USA and Canada). Enclosure, Power Module, and Battery Modules shipped seperately. Dims: 17.4"W X 33.7"D x 45.5"H. Weight: 528 lbs.	$ 17,851.00
	M90S-6S6K4	XPC M90S UPS bundle; **6KVA/6KW**; On Line-Tower Configuration, 120/208V In/Out or 120/240V In/Out, Hardwired in/out, Large LCD Screen, Casters, Floor mount bracket; Communications Module; Bundle includes M90S-ENC6 6 Slot Enclosure with Integral Front Access Maintenance Bypass, (1) Power Module, (4) Battery Modules providing **50 minutes** runtime @ 6KVA/6KW load; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC, RoHS; 3 year UPS and battery warranty (USA and Canada). Enclosure, Power Module, and Battery Modules shipped seperately. Dims: 17.4"W X 33.7"D x 45.5"H. Weight: 635 lbs.	$ 19,883.00
	M90S-6S6K5	XPC M90S UPS bundle; **6KVA/6KW**; On Line-Tower Configuration, 120/208V In/Out or 120/240V In/Out, Hardwired in/out, Large LCD Screen, Casters, Floor mount bracket; Communications Module; Bundle includes M90S-ENC6 6 Slot Enclosure with Integral Front Access Maintenance Bypass, (1) Power Module, (5) Battery Modules providing **66 minutes** runtime @ 6KVA/6KW load; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC, RoHS; 3 year UPS and battery warranty (USA and Canada). Enclosure, Power Module, and Battery Modules shipped seperately. Dims: 17.4"W X 33.7"D x 45.5"H. Weight: 742 lbs.	$ 21,915.00
M90S 6-Slot 12KVA Hardwired Bundled Solutions			
Part Number	**Model**	**Description**	**List Price**
	M90S-6S12K2	XPC M90S UPS bundle; **12KVA/12KW**; On Line-Tower Configuration, 120/208V In/Out or 120/240V In/Out, Hardwired in/out, Large LCD Screen, Casters, Floor mount bracket; Communications Module; Bundle includes M90S-ENC6 6 Slot Enclosure with Integral Front Access Maintenance Bypass, (2) Power Modules, (2) Battery Modules providing **9 minutes** runtime @ 12KVA/12KW load; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC, RoHS; 3 year UPS and battery warranty (USA and Canada). Enclosure, Power Modules, and Battery Modules shipped seperately. Dims: 17.4"W X 33.7"D x 45.5"H. Weight: 459 lbs.	$ 19,946.00
	M90S-6S12K3	XPC M90S UPS bundle; **12KVA/12KW**; On Line-Tower Configuration, 120/208V In/Out or 120/240V In/Out, Hardwired in/out, Large LCD Screen, Casters, Floor mount bracket; Communications Module; Bundle includes M90S-ENC6 6 Slot Enclosure with Integral Front Access Maintenance Bypass, (2) Power Modules, (3) Battery Modules providing **15 minutes** runtime @ 12KVA/12KW load; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC, RoHS; 3 year UPS and battery warranty (USA and Canada). Enclosure, Power Modules, and Battery Modules shipped seperately. Dims: 17.4"W X 33.7"D x 45.5"H. Weight: 566 lbs.	$ 21,978.00

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	M90S-6S12K4	XPC M90S UPS bundle; **12KVA/12KW**; On Line-Tower Configuration, 120/208V In/Out or 120/240V In/Out, Hardwired in/out, Large LCD Screen, Casters, Floor mount bracket; Communications Module; Bundle includes M90S-ENC6 6 Slot Enclosure with Integral Front Access Maintenance Bypass, (2) Power Modules, (4) Battery Modules providing **22 minutes** runtime @ 12KVA/12KW load; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); , Communication Software and Cable. UL-1778 (TUV), cUL, FCC, RoHS; 3 year UPS and battery warranty (USA and Canada). Enclosure, Power Modules, and Battery Modules shipped seperately. Dims: 17.4"W X 33.7"D x 45.5"H. Weight: 673 lbs.	$ 24,010.00
M90S 6-Slot 18KVA Hardwired Bundled Solutions			
Part Number	**Model**	**Description**	**List Price**
	M90S-6S18K3	XPC M90S UPS bundle; **18KVA/18KW**; On Line-Tower Configuration, 120/208V In/Out or 120/240V In/Out, Hardwired in/out, Large LCD Screen, Casters, Floor mount bracket; Communications Module; Bundle includes M90S-ENC6 6 Slot Enclosure with Integral Front Access Maintenance Bypass, (3) Power Modules, (3) Battery Modules providing **9 minutes** runtime @ 18KVA/18KW load; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC, RoHS; 3 year UPS and battery warranty (USA and Canada). Enclosure, Power Modules, and Battery Modules shipped seperately. Dims: 17.4"W X 33.7"D x 45.5"H. Weight: 604 lbs.	$ 26,105.00
M90S 6-Slot 24KVA Hardwired Bundled Solutions			
Part Number	**Model**	**Description**	**List Price**
	M90S-6S24K4	XPC M90S / BC7 UPS bundle; **24KVA/24KW**; On Line-Tower Configuration, 120/208V In/Out or 120/240V In/Out, Hardwired in/out, Large LCD Screen, Casters, Floor mount bracket; Communications Module; Bundle includes M90S-ENC6 6 Slot Enclosure with Integral Front Access Maintenance Bypass, (4) Power Modules, (2) Battery Modules,and M90S-BC7-2 Bundle providing 9 minutes runtime @ 24KVA/24KW load; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC, RoHS; 3 year UPS and battery warranty (USA and Canada). Enclosure, Power Modules, and Battery Modules shipped seperately. UPS Dims: 17.4"W X 33.7"D x 45.5"H. Weight: 535 lbs BC7 Dims: 17.4"W X 33.7"D x 45.5"H. Weight: 376 lbs	$ 39,798.00
M90S Battery Cabinet Bundles			
Part Number	**Model**	**Description**	**List Price**
	M90S-BC7-1	XPC M90S Battery Cabinet bundle; Includes XPC M90S-BC7 7 Slot External Battery Enclosure; **(1) battery module;** DC Breaker; Casters. 3 year battery warranty (USA and Canada). Increases runtime to **__ minutes runtime @ __KVA/__KW** load; Enclosure and Battery Modules shipped seperately. Dims: 17.4"W X 33.7"D x 45.5"H. Weight: 269 lbs	$ 7,408.00
	M90S-BC7-2	XPC M90S Battery Cabinet bundle; Includes XPC M90S-BC7 7 Slot External Battery Enclosure; **(2) battery modules;** DC Breaker; Casters. 3 year battery warranty (USA and Canada). Increases runtime to **__ minutes runtime @ __KVA/__KW** load; Enclosure and Battery Modules shipped seperately. Dims: 17.4"W X 33.7"D x 45.5"H. Weight: 376 lbs	$ 9,440.00
	M90S-BC7-3	XPC M90S Battery Cabinet bundle; Includes XPC M90S-BC7 7 Slot External Battery Enclosure; **(3) battery modules;** DC Breaker; Casters. 3 year battery warranty (USA and Canada). Increases runtime to __ minutes runtime @ __KVA/__KW load; Enclosure and Battery Modules shipped seperately. Dims: 17.4"W X 33.7"D x 45.5"H. Weight: 483 lbs	$ 11,472.00
	M90S-BC7-4	XPC M90S Battery Cabinet bundle; Includes XPC M90S-BC7 7 Slot External Battery Enclosure; **(4) battery modules;** DC Breaker; Casters. 3 year battery warranty (USA and Canada). Increases runtime to **__ minutes runtime @ __KVA/__KW load;** Enclosure and Battery Modules shipped seperately. Dims: 17.4"W X 33.7"D x 45.5"H. Weight: 590 lbs	$ 13,504.00
	M90S-BC7-5	XPC M90S Battery Cabinet bundle; Includes XPC M90S-BC7 7 Slot External Battery Enclosure; **(5) battery modules;** DC Breaker; Casters. 3 year battery warranty (USA and Canada). Increases runtime to **__ minutes runtime @ __KVA/__KW load;** Enclosure and Battery Modules shipped seperately. Dims: 17.4"W X 33.7"D x 45.5"H. Weight: 697 lbs	$ 15,536.00
	M90S-BC7-6	XPC M90S Battery Cabinet bundle; Includes XPC M90S-BC7 7 Slot External Battery Enclosure; **(6) battery modules;** DC Breaker; Casters. 3 year battery warranty (USA and Canada). Increases runtime to __ minutes runtime @ __KVA/__KW load; Enclosure and Battery Modules shipped seperately. Dims: 17.4"W X 33.7"D x 45.5"H. Weight: 804 lbs	$ 17,568.00
	M90S-BC7-7	XPC M90S Battery Cabinet bundle; Includes XPC M90S-BC7 7 Slot External Battery Enclosure; **(7) battery modules;** DC Breaker; Casters. 3 year battery warranty (USA and Canada). Increases runtime to **__ minutes runtime @ __KVA/__KW** load; Enclosure and Battery Modules shipped seperately. Dims: 17.4"W X 33.7"D x 45.5"H. Weight: 911 lbs	$ 19,600.00
M90S External Bypass Options			
	90885-C241310ECA050A05013MB	Three-Breaker Maintenance Bypass Switch; 240VAC, Single-Phase, 50 A, **10kAIC**; rated for **up to 8KVA**; Wallmount; includes UPS Input Breaker, Maintenance Isolation Breaker, and Maintenance Bypass Breaker,interlock plate, lockable front panel, UL981, Black. 22"W x 24"H x 9"D; 55 lbs.	Call for Price

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	90885-C241310ECA070A07013MB	Three-Breaker Maintenance Bypass Switch; 240VAC, Single-Phase, 70 A, **10kAIC**; rated for **up to 12KVA**; Wallmount; includes UPS Input Breaker, Maintenance Isolation Breaker, and Maintenance Bypass Breaker,interlock plate, lockable front panel, UL981, Black. 22"W x 24"H x 9"D; 55 lbs.	Call for Price
	90885-C241310ECA125A12513MB	Three-Breaker Maintenance Bypass Switch; 240VAC, Single-Phase, 125 A, **10kAIC**; rated for **up to 20KVA**; Wallmount; includes UPS Input Breaker, Maintenance Isolation Breaker, and Maintenance Bypass Breaker, kirk-key locks, lockable front panel, UL981, Black. 22"W x 24"H x 9"D; 55 lbs.	Call for Price
	90885-C241310ECA150A15013MB	Three-Breaker Maintenance Bypass Switch; 240VAC, Single-Phase, 150 A, **10kAIC**; rated for **up to 25KVA**; Wallmount; includes UPS Input Breaker, Maintenance Isolation Breaker, and Maintenance Bypass Breaker, kirk-key locks, lockable front panel, UL981, Black. 22"W x 24"H x 9"D; 55 lbs.	Call for Price
M90S Output Cords			
Part Number	**Model**	**Description**	**List Price**
	XPC-ZLC20-620R	Optional 12" output cord, Locking C20 to 6-20 receptacle for use with M90S; 3 lbs.	$ 79.00
	XPC-ZLC20-L620R	Optional 12" output cord, Locking C20 to L6-20 receptacle for use with M90S; 3 lbs.	$ 79.00
	XPC-ZLC20-L630R	Optional 12" output cord, Locking C20 to L6-30 receptacle for use with M90S; L6-30R protected by 20A breaker; 3 lbs.	$ 79.00
	XPC-C20-L615R	Optional 12" output cord, C20 to L6-15 receptacle for use with M90S; 3 lbs.	$ 59.00
Connectivity Options			
Part Number	**Model**	**Description**	**List Price**
90000698	SNMP-M90S	Internal SNMP/WEB Card for use with M90S Series UPS; Allows for monitoring and management of UPS through a web browser or SNMP platform: Provides shutdown of remote clients via LAN, and Email Notification of UPS status and events. Packaging = 7.25"W x 6.0"D x 2.5"H, 1.0 lbs	$ 339.00
90000398	SNMP-EMD	Environmental Monitoring Sensor to monitor room temperature and humidity - used with SNMP-M90S SNMP/WEB Card. Packaging = 7.25"W x 6.0"D x 2.5"H, 1.0 lbs	$ 180.00
90000267	MODBUS-IN	MODBUS CARD for use with the P90L Series UPS; packaging = 7.25" x 6.0" x 2.5", 1.0 lbs	$ 319.00
90000265	RELAY-MINI	Dry Contact RELAY CARD with DB9 & terminal block adapter; packaging = 7.25" x 6.0" x 2.5", 1.0 lbs	$ 120.00
Warranty and Service Options			
Part Number	**Model**	**Description**	**List Price**
90001282	9SUS8051	M90S 5x8 Startup and 1 year on-site warranty. For Zone 1 (within 100 miles of XPC Service Center). StartUP includes verification of installation, inspection of UPS and commisioning of UPS by the Startup technician. On-site Warranty covers labor for corrective maintenance.	$ 3,900.00
90001283	9SUS8052	M90S 5x8 Startup and 2 year on-site warranty. For Zone 1 (within 100 miles of XPC Service Center). StartUP includes verification of installation, inspection of UPS and commisioning of UPS by the Startup technician. On-site Warranty covers labor for corrective maintenance.	$ 4,500.00
90001284	9USUS8053	M90S 5x8 Startup and 3 year on-site warranty. For Zone 1 (within 100 miles of XPC Service Center). StartUP includes verification of installation, inspection of UPS and commisioning of UPS by the Startup technician. On-site Warranty covers labor for corrective maintenance.	$ 5,100.00
90001285	9SU724051	M90S 7x24 Startup and 1 year on-site warranty. For Zone 1 (within 100 miles of XPC Service Center). StartUP includes verification of installation, inspection of UPS and commisioning of UPS by the Startup technician. On-site Warranty covers labor for corrective maintenance.	$ 5,070.00
90001286	9SU724052	M90S 7x24 Startup and 2 year on-site warranty. For Zone 1 (within 100 miles of XPC Service Center). StartUP includes verification of installation, inspection of UPS and commisioning of UPS by the Startup technician. On-site Warranty covers labor for corrective maintenance.	$ 5,850.00
90001287	9SU724053	M90S 7x24 Startup and 3 year on-site warranty. For Zone 1 (within 100 miles of XPC Service Center). StartUP includes verification of installation, inspection of UPS and commisioningof UPS by the Startup technician. On-site Warranty covers labor for corrective maintenance.	$ 6,630.00
90001288	9PM58	M90S Preventative Maintenance Service, 5x8. For Zone 1 (within 100 miles of XPC Service Center).	$ 3,500.00
90001289	9PM724	M90S Preventative Maintenance Service, 7x24. For Zone 1 (within 100 miles of XPC Service Center).	$ 4,550.00
90000538	SVCADD	Service adder for locations further than 100 miles.	$ 1,050.00
M90S-12S Series Modular Double Conversion Split-Phase			
M90S Series Ala Carte Solutions			
Part Number	**Model**	**Description**	**List Price**
90001272	M90S-ENC12	XPC M90S 12-slot enclosure; Up to 48kVA/48kW; On Line - Tower configuration, 120/208V In/Out or 120/240V In/Out, Hardwired in/out, 10" color touch screen, Casters, Integral Front Access Three-Breaker Maintenance Bypass switch, Floor mount bracket; Communications Module; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus) Communication Software and Cable; UL-1778 (TUV), cUL, FCC A, RoHS; Start-up (5x8), 3 year parts and 2-year on-site labor warranty are included (USA and Canada). Power Modules and Battery Modules purchased separately; Dims: 23.6"W X 36"D x 79.1"H. Weight: 480 lbs.	$ 28,400.00

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90000693	M90S-PWM6	6KVA/6KW Power Module for XPC M90S UPS; On Line- 120/208V In-120/208V Out or 120/240V In - 120/240V Out; LCD Screen, Dims: 16.3"W X 24"D x 5.2"H (3U). Weight: 38 lbs.	$ 4,190.00
90001262	M90S-BMXRV2	Battery Module for XPC M90S UPS; Contains two battery sleeves, each containing (8) 12V 580W batteries; battery breaker; 16.3"W X 24"D x 5.2"H. Weight: 107 lbs. **Note: Minimum of one battery module required for each power module used for capacity.**	$ 2,095.00
90000716	M90-BC	M90S-12S Matching External Modular Battery Cabinet. Holds up to (32) x M90-BCBAT Battery Modules; 2 Year Warranty, Dims 23.6"W x 43.3"D x 79.1"H, Weight 416 lbs. Battery Cabinet to UPS Cable not included. Optional M90-CBL - Battery Cabinet to M90S-12S	$ 12,200.00
90000764	M90-BCBAT	Battery Module for M90-BC External Battery Cabinet. Contains (5) CSB HR1290 Batteries each, 4 battery modules required per string, must be purchased in multiplies of 4, (xx) battery modules will provide **___ minutes runtime @ ___kW load**, Dims: 7.3"W x 38.5"D x 3.2"H, Weight 85 lbs.	$ 1,025.00
90000678	M90S12S-SEIS	Seismic Hold Down Achorage for M90S-ENC12 enclosure. Includes calculations with State of California Engineer Stamp.	$ 1,900.00
90001213	M90-CBL	Cable kit for connecting M90-BC battery cabinet to M90S-12S UPS. Includes 8' cables and lugs. Pricing for longer length cables is available upon request.	$ 1,050.00

M90S 12-Slot 18KVA Bundled Solutions

Part Number	Model	Description	List Price
Bundle	M90S-12S18K0	XPC M90S UPS bundle; 18KVA/18KW; On Line-Tower Configuration, 120/208V In/Out or 120/240V In/Out, Hardwired in/out, 10" Color Touchscreen, Casters, Floor mount bracket; Communications Module; Bundle includes M90S-ENC12 12-Slot Enclosure with Integral Front Access Maintenance Bypass, (3) Power Modules; setup for external batteries; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC A, RoHS; Start-up (5x8), 3 year parts and 2-year on-site labor warranty are included (USA and Canada). Enclosure and Power Modules shipped seperately. Dims: 23.6"W X 36"D x 79.1"H. Weight: 594 lbs. External batteries ordered seperately.	$ 40,970.00
Bundle	M90S-12S18K3	XPC M90S UPS bundle; 18KVA/18KW; On Line-Tower Configuration, 120/208V In/Out or 120/240V In/Out, Hardwired in/out, 10" Color Touchscreen, Casters, Floor mount bracket; Communications Module; Bundle includes M90S-ENC12 12-Slot Enclosure with Integral Front Access Maintenance Bypass, (3) Power Modules; (3) Battery Modules providing 9 minutes runtime @ 18KVA/18KW load; ; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC A, RoHS; Start-up (5x8), 3 year parts and 2-year on-site labor warranty are included (USA and Canada). Enclosure, Power Modules, and Battery Modules shipped seperately. Dims: 23.6"W X 36"D x 79.1"H. Weight: 915 lbs.	$ 47,255.00
Bundle	M90S-12S18K4	XPC M90S UPS bundle; 18KVA/18KW; On Line-Tower Configuration, 120/208V In/Out or 120/240V In/Out, Hardwired in/out, 10" Color Touchscreen, Casters, Floor mount bracket; Communications Module; Bundle includes M90S-ENC12 12-Slot Enclosure with Integral Front Access Maintenance Bypass, (3) Power Modules; (4) Battery Modules providing 14 minutes runtime @ 18KVA/18KW load; ; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC A, RoHS; Start-up (5x8), 3 year parts and 2-year on-site labor warranty are included (USA and Canada). Enclosure, Power Modules, and Battery Modules shipped seperately. Dims: 23.6"W X 36"D x 79.1"H. Weight: 1022 lbs.	$ 49,350.00
Bundle	M90S-12S18K5	XPC M90S UPS bundle; 18KVA/18KW; On Line-Tower Configuration, 120/208V In/Out or 120/240V In/Out, Hardwired in/out, 10" Color Touchscreen, Casters, Floor mount bracket; Communications Module; Bundle includes M90S-ENC12 12-Slot Enclosure with Integral Front Access Maintenance Bypass, (3) Power Modules; (5) Battery Modules providing 18 minutes runtime @ 18KVA/18KW load; ; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC A, RoHS; Start-up (5x8), 3 year parts and 2-year on-site labor warranty are included (USA and Canada). Enclosure, Power Modules, and Battery Modules shipped seperately. Dims: 23.6"W X 36"D x 79.1"H. Weight: 1129 lbs.	$ 51,445.00
Bundle	M90S-12S18K6	XPC M90S UPS bundle; 18KVA/18KW; On Line-Tower Configuration, 120/208V In/Out or 120/240V In/Out, Hardwired in/out, 10" Color Touchscreen, Casters, Floor mount bracket; Communications Module; Bundle includes M90S-ENC12 12-Slot Enclosure with Integral Front Access Maintenance Bypass, (3) Power Modules; (6) Battery Modules providing 23 minutes runtime @ 18KVA/18KW load; ; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC A, RoHS; Start-up (5x8), 3 year parts and 2-year on-site labor warranty are included (USA and Canada). Enclosure, Power Modules, and Battery Modules shipped seperately. Dims: 23.6"W X 36"D x 79.1"H. Weight: 1236 lbs.	$ 53,540.00

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Bundle	M90S-12S18K7	XPC M90S UPS bundle; 18KVA/18KW; On Line-Tower Configuration, 120/208V In/Out or 120/240V In/Out, Hardwired in/out, 10" Color Touchscreen, Casters, Floor mount bracket; Communications Module; Bundle includes M90S-ENC12 12-Slot Enclosure with Integral Front Access Maintenance Bypass, (3) Power Modules; (7) Battery Modules providing 27 minutes runtime @ 18KVA/18KW load; ; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC A, RoHS; Start-up (5x8), 3 year parts and 2-year on-site labor warranty are included (USA and Canada). Enclosure, Power Modules, and Battery Modules shipped seperately. Dims: 23.6"W X 36"D x 79.1"H. Weight: 1343 lbs.	$ 55,635.00
Bundle	M90S-12S18K8	XPC M90S UPS bundle; 18KVA/18KW; On Line-Tower Configuration, 120/208V In/Out or 120/240V In/Out, Hardwired in/out, 10" Color Touchscreen, Casters, Floor mount bracket; Communications Module; Bundle includes M90S-ENC12 12-Slot Enclosure with Integral Front Access Maintenance Bypass, (3) Power Modules; (8) Battery Modules providing 32 minutes runtime @ 18KVA/18KW load; ; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC A, RoHS; Start-up (5x8), 3 year parts and 2-year on-site labor warranty are included (USA and Canada). Enclosure, Power Modules, and Battery Modules shipped seperately. Dims: 23.6"W X 36"D x 79.1"H. Weight: 1450 lbs.	$ 57,730.00
Bundle	M90S-12S18K9	XPC M90S UPS bundle; 18KVA/18KW; On Line-Tower Configuration, 120/208V In/Out or 120/240V In/Out, Hardwired in/out, 10" Color Touchscreen, Casters, Floor mount bracket; Communications Module; Bundle includes M90S-ENC12 12-Slot Enclosure with Integral Front Access Maintenance Bypass, (3) Power Modules; (9) Battery Modules providing 37 minutes runtime @ 18KVA/18KW load; ; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC A, RoHS; Start-up (5x8), 3 year parts and 2-year on-site labor warranty are included (USA and Canada). Enclosure, Power Modules, and Battery Modules shipped seperately. Dims: 23.6"W X 36"D x 79.1"H. Weight: 1557 lbs.	$ 59,825.00
M90S 12-Slot 24KVA Bundled Solutions			
Part Number	**Model**	**Description**	**List Price**
Bundle	M90S-12S24K0	XPC M90S UPS bundle; 24KVA/24KW; On Line-Tower Configuration, 120/208V In/Out or 120/240V In/Out, Hardwired in/out, 10" Color Touchscreen, Casters, Floor mount bracket; Communications Module; Bundle includes M90S-ENC12 12-Slot Enclosure with Integral Front Access Maintenance Bypass, (4) Power Modules; setup for external batteries; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC A, RoHS; Start-up (5x8), 3 year parts and 2-year on-site labor warranty are included (USA and Canada). Enclosure and Power Modules shipped seperately. Dims: 23.6"W X 36"D x 79.1"H. Weight: 632 lbs. External batteries ordered seperately.	$ 45,160.00
Bundle	M90S-12S24K3	XPC M90S UPS bundle; 24KVA/24KW; On Line-Tower Configuration, 120/208V In/Out or 120/240V In/Out, Hardwired in/out, 10" Color Touchscreen, Casters, Floor mount bracket; Communications Module; Bundle includes M90S-ENC12 12-Slot Enclosure with Integral Front Access Maintenance Bypass, (4) Power Modules; (3) Battery Modules providing 6 minutes runtime @ 24KVA/24KW load; ; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC A, RoHS; Start-up (5x8), 3 year parts and 2-year on-site labor warranty are included (USA and Canada). Enclosure, Power Modules, and Battery Modules shipped seperately. Dims: 23.6"W X 36"D x 79.1"H. Weight: 953 lbs.	$ 51,445.00
Bundle	M90S-12S24K4	XPC M90S UPS bundle; 24KVA/24KW; On Line-Tower Configuration, 120/208V In/Out or 120/240V In/Out, Hardwired in/out, 10" Color Touchscreen, Casters, Floor mount bracket; Communications Module; Bundle includes M90S-ENC12 12-Slot Enclosure with Integral Front Access Maintenance Bypass, (4) Power Modules; (4) Battery Modules providing 9 minutes runtime @ 24KVA/24KW load; ; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC A, RoHS; Start-up (5x8), 3 year parts and 2-year on-site labor warranty are included (USA and Canada). Enclosure, Power Modules, and Battery Modules shipped seperately. Dims: 23.6"W X 36"D x 79.1"H. Weight: 1060 lbs.	$ 53,540.00
Bundle	M90S-12S24K5	XPC M90S UPS bundle; 24KVA/24KW; On Line-Tower Configuration, 120/208V In/Out or 120/240V In/Out, Hardwired in/out, 10" Color Touchscreen, Casters, Floor mount bracket; Communications Module; Bundle includes M90S-ENC12 12-Slot Enclosure with Integral Front Access Maintenance Bypass, (4) Power Modules; (5) Battery Modules providing 13 minutes runtime @ 24KVA/24KW load; ; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC A, RoHS; Start-up (5x8), 3 year parts and 2-year on-site labor warranty are included (USA and Canada). Enclosure, Power Modules, and Battery Modules shipped seperately. Dims: 23.6"W X 36"D x 79.1"H. Weight: 1167 lbs.	$ 55,635.00

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Bundle	M90S-12S24K6	XPC M90S UPS bundle; 24KVA/24KW; On Line-Tower Configuration, 120/208V In/Out or 120/240V In/Out, Hardwired in/out, 10" Color Touchscreen, Casters, Floor mount bracket; Communications Module; Bundle includes M90S-ENC12 12-Slot Enclosure with Integral Front Access Maintenance Bypass, (4) Power Modules; (6) Battery Modules providing 16 minutes runtime @ 24KVA/24KW load; ; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC A, RoHS; Start-up (5x8), 3 year parts and 2-year on-site labor warranty are included (USA and Canada). Enclosure, Power Modules, and Battery Modules shipped seperately. Dims: 23.6"W X 36"D x 79.1"H. Weight: 1274 lbs.	$ 57,730.00
Bundle	M90S-12S24K7	XPC M90S UPS bundle; 24KVA/24KW; On Line-Tower Configuration, 120/208V In/Out or 120/240V In/Out, Hardwired in/out, 10" Color Touchscreen, Casters, Floor mount bracket; Communications Module; Bundle includes M90S-ENC12 12-Slot Enclosure with Integral Front Access Maintenance Bypass, (4) Power Modules; (7) Battery Modules providing 19 minutes runtime @ 24KVA/24KW load; ; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC A, RoHS; Start-up (5x8), 3 year parts and 2-year on-site labor warranty are included (USA and Canada). Enclosure, Power Modules, and Battery Modules shipped seperately. Dims: 23.6"W X 36"D x 79.1"H. Weight: 1381 lbs.	$ 59,825.00
Bundle	M90S-12S24K8	XPC M90S UPS bundle; 24KVA/24KW; On Line-Tower Configuration, 120/208V In/Out or 120/240V In/Out, Hardwired in/out, 10" Color Touchscreen, Casters, Floor mount bracket; Communications Module; Bundle includes M90S-ENC12 12-Slot Enclosure with Integral Front Access Maintenance Bypass, (4) Power Modules; (8) Battery Modules providing 23 minutes runtime @ 24KVA/24KW load; ; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC A, RoHS; Start-up (5x8), 3 year parts and 2-year on-site labor warranty are included (USA and Canada). Enclosure, Power Modules, and Battery Modules shipped seperately. Dims: 23.6"W X 36"D x 79.1"H. Weight: 1488 lbs.	$ 61,920.00
M90S 12-Slot 30KVA Bundled Solutions			
Part Number	**Model**	**Description**	**List Price**
Bundle	M90S-12S30K0	XPC M90S UPS bundle; 30KVA/30KW; On Line-Tower Configuration, 120/208V In/Out or 120/240V In/Out, Hardwired in/out, 10" Color Touchscreen, Casters, Floor mount bracket; Communications Module; Bundle includes M90S-ENC12 12-Slot Enclosure with Integral Front Access Maintenance Bypass, (5) Power Modules; setup for external batteries; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC A, RoHS; Start-up (5x8), 3 year parts and 2-year on-site labor warranty are included (USA and Canada). Enclosure and Power Modules shipped seperately. Dims: 23.6"W X 36"D x 79.1"H. Weight: 670 lbs. External batteries ordered seperately.	$ 49,350.00
Bundle	M90S-12S30K4	XPC M90S UPS bundle; 30KVA/30KW; On Line-Tower Configuration, 120/208V In/Out or 120/240V In/Out, Hardwired in/out, 10" Color Touchscreen, Casters, Floor mount bracket; Communications Module; Bundle includes M90S-ENC12 12-Slot Enclosure with Integral Front Access Maintenance Bypass, (5) Power Modules; (4) Battery Modules providing 7 minutes runtime @ 30KVA/30KW load; ; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC A, RoHS; Start-up (5x8), 3 year parts and 2-year on-site labor warranty are included (USA and Canada). Enclosure, Power Modules, and Battery Modules shipped seperately. Dims: 23.6"W X 36"D x 79.1"H. Weight: 991 lbs.	$ 57,730.00
Bundle	M90S-12S30K5	XPC M90S UPS bundle; 30KVA/30KW; On Line-Tower Configuration, 120/208V In/Out or 120/240V In/Out, Hardwired in/out, 10" Color Touchscreen, Casters, Floor mount bracket; Communications Module; Bundle includes M90S-ENC12 12-Slot Enclosure with Integral Front Access Maintenance Bypass, (5) Power Modules; (5) Battery Modules providing 9 minutes runtime @ 30KVA/30KW load; ; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC A, RoHS; Start-up (5x8), 3 year parts and 2-year on-site labor warranty are included (USA and Canada). Enclosure, Power Modules, and Battery Modules shipped seperately. Dims: 23.6"W X 36"D x 79.1"H. Weight: 1098 lbs.	$ 59,825.00
Bundle	M90S-12S30K6	XPC M90S UPS bundle; 30KVA/30KW; On Line-Tower Configuration, 120/208V In/Out or 120/240V In/Out, Hardwired in/out, 10" Color Touchscreen, Casters, Floor mount bracket; Communications Module; Bundle includes M90S-ENC12 12-Slot Enclosure with Integral Front Access Maintenance Bypass, (5) Power Modules; (6) Battery Modules providing 12 minutes runtime @ 30KVA/30KW load; ; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC A, RoHS; Start-up (5x8), 3 year parts and 2-year on-site labor warranty are included (USA and Canada). Enclosure, Power Modules, and Battery Modules shipped seperately. Dims: 23.6"W X 36"D x 79.1"H. Weight: 1205 lbs.	$ 61,920.00

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Bundle	M90S-12S30K7	XPC M90S UPS bundle; 30KVA/30KW; On Line-Tower Configuration, 120/208V In/Out or 120/240V In/Out, Hardwired in/out, 10" Color Touchscreen, Casters, Floor mount bracket; Communications Module; Bundle includes M90S-ENC12 12-Slot Enclosure with Integral Front Access Maintenance Bypass, (5) Power Modules; (7) Battery Modules providing 15 minutes runtime @ 30KVA/30KW load; ; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC A, RoHS; Start-up (5x8), 3 year parts and 2-year on-site labor warranty are included (USA and Canada). Enclosure, Power Modules, and Battery Modules shipped seperately. Dims: 23.6"W X 36"D x 79.1"H. Weight: 1312 lbs.	$ 64,015.00
M90S 12-Slot 36KVA Bundled Solutions			
Part Number	**Model**	**Description**	**List Price**
Bundle	M90S-12S36K0	XPC M90S UPS bundle; 36KVA/36KW; On Line-Tower Configuration, 120/208V In/Out or 120/240V In/Out, Hardwired in/out, 10" Color Touchscreen, Casters, Floor mount bracket; Communications Module; Bundle includes M90S-ENC12 12-Slot Enclosure with Integral Front Access Maintenance Bypass, (6) Power Modules; setup for external batteries; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC A, RoHS; Start-up (5x8), 3 year parts and 2-year on-site labor warranty are included (USA and Canada). Enclosure and Power Modules shipped seperately. Dims: 23.6"W X 36"D x 79.1"H. Weight: 708 lbs. External batteries ordered seperately.	$ 53,540.00
Bundle	M90S-12S36K5	XPC M90S UPS bundle; 36KVA/36KW; On Line-Tower Configuration, 120/208V In/Out or 120/240V In/Out, Hardwired in/out, 10" Color Touchscreen, Casters, Floor mount bracket; Communications Module; Bundle includes M90S-ENC12 12-Slot Enclosure with Integral Front Access Maintenance Bypass, (6) Power Modules; (5) Battery Modules providing 7 minutes runtime @ 36KVA/36KW load; ; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC A, RoHS; Start-up (5x8), 3 year parts and 2-year on-site labor warranty are included (USA and Canada). Enclosure, Power Modules, and Battery Modules shipped seperately. Dims: 23.6"W X 36"D x 79.1"H. Weight: 1243 lbs.	$ 64,015.00
Bundle	M90S-12S36K6	XPC M90S UPS bundle; 36KVA/36KW; On Line-Tower Configuration, 120/208V In/Out or 120/240V In/Out, Hardwired in/out, 10" Color Touchscreen, Casters, Floor mount bracket; Communications Module; Bundle includes M90S-ENC12 12-Slot Enclosure with Integral Front Access Maintenance Bypass, (6) Power Modules; (6) Battery Modules providing 9 minutes runtime @ 36KVA/36KW load; ; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC A, RoHS; Start-up (5x8), 3 year parts and 2-year on-site labor warranty are included (USA and Canada). Enclosure, Power Modules, and Battery Modules shipped seperately. Dims: 23.6"W X 36"D x 79.1"H. Weight: 1350 lbs.	$ 66,110.00
M90S 12-Slot 42KVA Bundled Solutions			
Part Number	**Model**	**Description**	**List Price**
Bundle	M90S-12S42K0	XPC M90S UPS bundle; 42KVA/42KW; On Line-Tower Configuration, 120/208V In/Out or 120/240V In/Out, Hardwired in/out, 10" Color Touchscreen, Casters, Floor mount bracket; Communications Module; Bundle includes M90S-ENC12 12-Slot Enclosure with Integral Front Access Maintenance Bypass, (7) Power Modules; setup for external batteries; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC A, RoHS; Start-up (5x8), 3 year parts and 2-year on-site labor warranty are included (USA and Canada). Enclosure and Power Modules shipped seperately. Dims: 23.6"W X 36"D x 79.1"H. Weight: 746 lbs. External batteries ordered seperately.	$ 57,730.00
Bundle	M90S-12S42K5	XPC M90S UPS bundle; 42KVA/42KW; On Line-Tower Configuration, 120/208V In/Out or 120/240V In/Out, Hardwired in/out, 10" Color Touchscreen, Casters, Floor mount bracket; Communications Module; Bundle includes M90S-ENC12 12-Slot Enclosure with Integral Front Access Maintenance Bypass, (7) Power Modules; (5) Battery Modules providing 6 minutes runtime @ 42KVA/42KW load; ; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC A, RoHS; Start-up (5x8), 3 year parts and 2-year on-site labor warranty are included (USA and Canada). Enclosure, Power Modules, and Battery Modules shipped seperately. Dims: 23.6"W X 36"D x 79.1"H. Weight: 1281 lbs.	$ 68,205.00
M90S 12-Slot 48KVA Bundled Solutions			
Part Number	**Model**	**Description**	**List Price**

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Bundle	M90S-12548K0	XPC M90S UPS bundle; 48KVA/48KW; On Line-Tower Configuration, 120/240V In/Out, Hardwired in/out, 10" Color Touchscreen, Casters, Floor mount bracket; Communications Module; Bundle includes M90S-ENC12 12-Slot Enclosure with Integral Front Access Maintenance Bypass, (8) Power Modules; setup for external batteries; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC A, RoHS; Start-up (5x8), 3 year parts and 2-year on-site labor warranty are included (USA and Canada). Enclosure and Power Modules shipped seperately. Dims: 23.6"W X 36"D x 79.1"H. Weight: 746 lbs. External batteries ordered seperately.	$ 61,920.00
M90-BC Modular Battery Cabinet Bundles			
Part Number	**Model**	**Description**	**List Price**
Bundle	M90-BC-04B	Xtreme Power M90-BC Modular Battery Cabinet bundle. Includes M90-BC Battery Cabinet and (4) M90-BCBAT Battery Modules providing __ minutes runtime at __kW load. Enclosure can accomodate up to 32 battery modules for longer runtime. Battery modules must be added in sets of four. Each battery string (4 modules) protected by a 100A breaker. Two Year Parts Warranty; UL-1778 (TUV), cUL, FCC A, RoHS, TAA Compliant ; 23.6"W x 43.3"D x 79.1"H; 756 lbs. Battery modules shipped on separate pallet. Additional battery modules ordered separately. Up to 2 battery cabinets can be paralleled with M90-BUS option. Battery Cabinet to UPS Cable not included. Optional M90-CBL - Battery Cabinet to M90S-12S Cable Available.	$ 16,300.00
Bundle	M90-BC-08B	Xtreme Power M90-BC Modular Battery Cabinet bundle. Includes M90-BC Battery Cabinet and (8) M90-BCBAT Battery Modules providing __ minutes runtime at __kW load. Enclosure can accomodate up to 32 battery modules for longer runtime. Battery modules must be added in sets of four. Each battery string (4 modules) protected by a 100A breaker.Two Year Parts Warranty; UL-1778 (TUV), cUL, FCC A, RoHS, TAA Compliant ; 23.6"W x 43.3"D x 79.1"H; 1096 lbs. Battery modules shipped on separate pallet. Additional battery modules ordered separately. Up to 2 battery cabinets can be paralleled with M90-BUS option. Battery Cabinet to UPS Cable not included. Optional M90-CBL - Battery Cabinet to M90S-12S Cable Available.	$ 20,400.00
Bundle	M90-BC-12B	Xtreme Power M90-BC Modular Battery Cabinet bundle. Includes M90-BC Battery Cabinet and (12) M90-BCBAT Battery Modules providing __ minutes runtime at __kW load. Enclosure can accomodate up to 32 battery modules for longer runtime. Battery modules must be added in sets of four. Each battery string (4 modules) protected by a 100A breaker.Two Year Parts Warranty; UL-1778 (TUV), cUL, FCC A, RoHS, TAA Compliant ; 23.6"W x 43.3"D x 79.1"H; 1436 lbs. Battery modules shipped on separate pallet. Additional battery modules ordered separately. Up to 2 battery cabinets can be paralleled with M90-BUS option. Battery Cabinet to UPS Cable not included. Optional M90-CBL - Battery Cabinet to M90S-12S Cable Available.	$ 24,500.00
Bundle	M90-BC-16B	Xtreme Power M90-BC Modular Battery Cabinet bundle. Includes M90-BC Battery Cabinet and (16) M90-BCBAT Battery Modules providing __ minutes runtime at __kW load. Enclosure can accomodate up to 32 battery modules for longer runtime. Battery modules must be added in sets of four. Each battery string (4 modules) protected by a 100A breaker.Two Year Parts Warranty; UL-1778 (TUV), cUL, FCC A, RoHS, TAA Compliant ; 23.6"W x 43.3"D x 79.1"H; 1776 lbs. Battery modules shipped on separate pallet. Additional battery modules ordered separately. Up to 2 battery cabinets can be paralleled with M90-BUS option. Battery Cabinet to UPS Cable not included. Optional M90-CBL - Battery Cabinet to M90S-12S Cable Available.	$ 28,600.00
Bundle	M90-BC-20B	Xtreme Power M90-BC Modular Battery Cabinet bundle. Includes M90-BC Battery Cabinet and (20) M90-BCBAT Battery Modules providing __ minutes runtime at __kW load. Enclosure can accomodate up to 32 battery modules for longer runtime. Battery modules must be added in sets of four. Each battery string (4 modules) protected by a 100A breaker. Two Year Parts Warranty; UL-1778 (TUV), cUL, FCC A, RoHS, TAA Compliant ; 23.6"W x 43.3"D x 79.1"H; 2116 lbs. Battery modules shipped on separate pallet. Additional battery modules ordered separately. Up to 2 battery cabinets can be paralleled with M90-BUS option. Battery Cabinet to UPS Cable not included. Optional M90-CBL - Battery Cabinet to M90S-12S Cable Available.	$ 32,700.00
Bundle	M90-BC-24B	Xtreme Power M90-BC Modular Battery Cabinet bundle. Includes M90-BC Battery Cabinet and (24) M90-BCBAT Battery Modules providing __ minutes runtime at __kW load. Enclosure can accomodate up to 32 battery modules for longer runtime. Battery modules must be added in sets of four. Each battery string (4 modules) protected by a 100A breaker.Two Year Parts Warranty; UL-1778 (TUV), cUL, FCC A, RoHS, TAA Compliant ; 23.6"W x 43.3"D x 79.1"H; 2456 lbs. Battery modules shipped on separate pallet. Additional battery modules ordered separately. Up to 2 battery cabinets can be paralleled with M90-BUS option. Battery Cabinet to UPS Cable not included. Optional M90-CBL - Battery Cabinet to M90S-12S Cable Available.	$ 36,800.00

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Bundle	M90-BC-28B	Xtreme Power M90-BC Modular Battery Cabinet bundle. Includes M90-BC Battery Cabinet and (28) M90-BCBAT Battery Modules providing __ minutes runtime at __kW load. Enclosure can accomodate up to 32 battery modules for longer runtime. Battery modules must be added in sets of four. Each battery string (4 modules) protected by a 100A breaker.Two Year Parts Warranty; UL-1778 (TUV), cUL, FCC A, RoHS, TAA Compliant ; 23.6"W x 43.3"D x 79.1"H; 2796 lbs. Battery modules shipped on separate pallet. Additional battery modules ordered separately. Up to 2 battery cabinets can be paralleled with M90-BUS option. Battery Cabinet to UPS Cable not included. Optional M90-CBL - Battery Cabinet to M90S-12S Cable Available.	$ 40,900.00
Bundle	M90-BC-32B	Xtreme Power M90-BC Modular Battery Cabinet bundle. Includes M90-BC Battery Cabinet and (32) M90-BCBAT Battery Modules providing __ minutes runtime at __kW load. Each battery string (4 modules) protected by a 100A breaker. Two Year Parts Warranty; UL-1778 (TUV), cUL, FCC A, RoHS, TAA Compliant ; 23.6"W x 43.3"D x 79.1"H; 3136 lbs. Battery modules shipped on separate pallet. Battery Cabinet to UPS Cable not included. Optional M90-CBL - Battery Cabinet to M90S-12S Cable Available.	$ 45,000.00
Connectivity Options			
Part Number	**Model**	**Description**	**List Price**
90000698	SNMP-M90S	Internal SNMP/WEB Card for use with M90S Series UPS; Allows for monitoring and management of UPS through a web browser or SNMP platform: Provides shutdown of remote clients via LAN, and Email Notification of UPS status and events. Packaging = 7.25"W x 6.0"D x 2.5"H, 1.0 lbs	$ 339.00
90000398	SNMP-EMD	Environmental Monitoring Sensor to monitor room temperature and humidity - used with SNMP-M90S SNMP/WEB Card. Packaging = 7.25"W x 6.0"D x 2.5"H, 1.0 lbs	$ 180.00
90000267	MODBUS-IN	MODBUS CARD for use with the P90L Series UPS; packaging = 7.25" x 6.0" x 2.5", 1.0 lbs	$ 319.00
Warranty and Service Options			
Part Number	**Model**	**Description**	**List Price**
90001282	M90S12SSU583	Upgrade standard warranty to 5x8 Startup and 3 year on-site warranty. For Zone 1 (within 100 miles of XPC Service Center). StartUP includes verification of installation, inspection of UPS and commisioning of UPS by the Startup technician. On-site Warranty covers labor for corrective maintenance and (1) PM (5X8) to be perfromed at beginning of year three.	$ 6,500.00
90001249	M90S12SSU72	Upgrade Standard 5x8 Warranty to 7x24 Startup and 2 year on-site warranty. For Zone 1 (within 100 miles of XPC Service Center). StartUP includes verification of installation, inspection of UPS and commisioning of UPS by the Startup technician. On-site Warranty covers labor for corrective maintenance.	$ 2,800.00
90001284	M90S12SSU73	Upgrade Standard Warranty to 7x24 Startup and 3 year on-site warranty. For Zone 1 (within 100 miles of XPC Service Center). StartUP includes verification of installation, inspection of UPS and commisioningof UPS by the Startup technician. On-site Warranty covers labor for corrective maintenance and (1) PM (7x24) to be perfromed at beginning of year three.	$ 9,300.00
90001285	M90S12S1YREE	M90S-12S One Year extension of factory on-site warranty, electronics only. Covers parts and labor, extending the standard warranty by 1 year. Includes (1) PM (7x24) to be perfromed at beginning of the extension year. For Zone 1 (within 100 miles of XPC Service Center).	$ 8,800.00
90001286	M90S12SSPM7	M90S-12S Preventative Maintenance Service, 7x24. For Zone 1 (within 100 miles of XPC Service Center).	$ 5,850.00
90000538	SVCADD	Service adder for locations further than 100 miles.	$ 1,200.00
TXVR Voltage Regulator 3.8kVA - 10kVA			
Part Number	**Model**	**Description**	**List Price**
90000494	TXVR-3.8K	Xtreme Power TXVR Series 3.8kVA/3.8kW Isolated Electronic Voltage Regulator, 208V input voltage; 240/120Vor 208V output voltage; Terminal block input and output power connection; Isolation transformer; regulates voltage to within +/- 1%; Tower; internal maintenance bypass; lockable casters; RS232, USB, Intelligent Ports, EPO Port: Communications Cable and Shutdown Software; UL, cUL, RoHS Listed; TAA Compliant; 3-Year Electronics Warranty (USA and Canada); 9.8"W x 23.2"D x 32.4"H, 142 lbs.	$ 4,260.00
	TXVR-3.8KB1####	Xtreme Power TXVR Series 3.8kVA/3.8kW Isolated Electronic Voltage Regulator, 208V input voltage; 240/120Vor 208V output voltage; 6 ft L6-30P input and (6) Configurable 240V and (4) 5-15/20R output connections; (choose four, and replace the ## in the P/N) A = (1) L6-20R, B = (1) L6-30R, C = (1) 6-15/20R, D = (1) L6-15R; Isolation transformer; regulates voltage to within +/- 1%; Tower; internal maintenance bypass; lockable casters; RS232, USB, Intelligent Ports, EPO Port: Communications Cable and Shutdown Software; UL1778, cUL, FCC Class A, RoHS Listed.; TAA Compliant; 3-Year Electronics Warranty (USA and Canada); 9.8"W x 27.1"D x 32.4"H, 147 lbs.	$ 5,810.00
	TXVR-3.8KB2####	Xtreme Power TXVR Series 3.8kVA/3.8kW Isolated Electronic Voltage Regulator, 208V input voltage; 240/120Vor 208V output voltage; 6 ft L6-30P input and (4) Configurable 240V, (1) L6-30R, and (4) 5-15/20R output connections (choose four, and replace the ## in the P/N) A = (1) L6-20R, B = (1) L6-30R, C = (1) 6-15/20R, D = (1) L6-15R; Isolation transformer; regulates voltage to within +/- 1%; Tower; internal maintenance bypass; lockable casters; RS232, USB, Intelligent Ports, EPO Port: Communications Cable and Shutdown Software; UL1778, cUL, FCC Class A, RoHS Listed.; TAA Compliant; 3-Year Electronics Warranty (USA and Canada); 9.8"W x 27.1"D x 32.4"H, 147 lbs.	$ 5,810.00

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TXVR 5kVA Voltage Regulator			
90000495	TXVR-5K	Xtreme Power TXVR Series 5kVA/5kW Isolated Electronic Voltage Regulator, 208V input voltage; 240/120Vor 208V output voltage; Terminal block input and output power connection; Isolation transformer; regulates voltage to within +/- 1%; Tower; internal maintenance bypass; lockable casters; RS232, USB, Intelligent Ports, EPO Port: Communications Cable and Shutdown Software; UL1778, cUL, FCC Class A, RoHS Listed.; TAA Compliant; 3-Year Electronics Warranty (USA and Canada); 9.8"W x 23.2"D x 32.4"H, 145 lbs.	$ 5,900.00
	TXVR-5KB1####	Xtreme Power TXVR Series 5kVA/5kW Isolated Electronic Voltage Regulator, 208V input voltage; 240/120Vor 208V output voltage; 6 ft L6-30P input and (6) Configurable 240V and (4) 5-15/20R output connections (choose four, and replace the ## in the P/N) A = (1) L6-20R, B = (1) L6-30R, C = (1) 6-15/20R, D = (1) L6-15R; Isolation transformer; regulates voltage to within +/- 1%; Tower; internal maintenance bypass; lockable casters; RS232, USB, Intelligent Ports, EPO Port: Communications Cable and Shutdown Software; UL1778, cUL, FCC Class A, RoHS Listed.; TAA Compliant; 3-Year Electronics Warranty (USA and Canada); 9.8"W x 27.1"D x 32.4"H, 150 lbs.	$ 7,090.00
	TXVR-5KB2####	Xtreme Power TXVR Series 5kVA/5kW Isolated Electronic Voltage Regulator, 208V input voltage; 240/120Vor 208V output voltage; 6 ft L6-30P input and (4) Configurable 240V, (1) L6-30R and (4) 5-15/20R output connections (choose four, and replace the ## in the P/N) A = (1) L6-20R, B = (1) L6-30R, C = (1) 6-15/20R, D = (1) L6-15R; Isolation transformer; regulates voltage to within +/- 1%; Tower; internal maintenance bypass; lockable casters; RS232, USB, Intelligent Ports, EPO Port: Communications Cable and Shutdown Software; UL1778, cUL, FCC Class A, RoHS Listed.; TAA Compliant; 3-Year Electronics Warranty (USA and Canada); 9.8"W x 27.1"D x 32.4"H, 150 lbs.	$ 7,090.00
TXVR 6kVA Voltage Regulator			
90000496	TXVR-6K	Xtreme Power TXVR Series 6kVA/6kW Isolated Electronic Voltage Regulator, 208V input voltage; 240/120Vor 208V output voltage; Terminal block input and output power connection; Isolation transformer; regulates voltage to within +/- 1%; Tower; internal maintenance bypass; lockable casters; RS232, USB, Intelligent Ports, EPO Port: Communications Cable and Shutdown Software; UL1778, cUL, FCC Class A, RoHS Listed.; TAA Compliant; 3-Year Electronics Warranty (USA and Canada); 9.8"W x 23.2"D x 32.4"H, 148 lbs.	$ 6,250.00
	TXVR-6KB1####	Xtreme Power TXVR Series 6kVA/6kW Isolated Electronic Voltage Regulator, 208V input voltage; 240/120Vor 208V output voltage; 6 ft L6-30P input and (6) Configurable 240V and (4) 5-15/20R output connections; (choose four, and replace the ## in the P/N) A = (1) L6-20R, B = (1) L6-30R, C = (1) 6-15/20R, D = (1) L6-15R; Isolation transformer; regulates voltage to within +/- 1%; Tower; internal maintenance bypass; lockable casters; RS232, USB, Intelligent Ports, EPO Port: Communications Cable and Shutdown Software; UL1778, cUL, FCC Class A, RoHS Listed.; 3-Year Electronics Warranty (USA and Canada); 9.8"W x 27.1"D x 32.4"H, 153 lbs.	$ 7,440.00
	TXVR-6KB2####	Xtreme Power TXVR Series 6kVA/6kW Isolated Electronic Voltage Regulator, 208V input voltage; 240/120Vor 208V output voltage; 6 ft L6-30P input and (4) Configurable 240V, (1) L6-30R, and (4) 5-15/20R output connections (choose four, and replace the ## in the P/N) A = (1) L6-20R, B = (1) L6-30R, C = (1) 6-15/20R, D = (1) L6-15R; Isolation transformer; regulates voltage to within +/- 1%; Tower; internal maintenance bypass; lockable casters; RS232, USB, Intelligent Ports, EPO Port: Communications Cable and Shutdown Software; UL1778, cUL, FCC Class A, RoHS Listed.; TAA Compliant; 3-Year Electronics Warranty (USA and Canada); 9.8"W x 27.1"D x 32.4"H, 153 lbs.	$ 7,440.00
TXVR 10kVA Voltage Regulator			
90000497	TXVR-10K	Xtreme Power TXVR Series 10kVA/10kW Isolated Electronic Voltage Regulator, 208V input voltage; 240/120Vor 208V output voltage; Terminal block input and output power connection; Isolation transformer; regulates voltage to within +/- 1%; Tower; internal maintenance bypass; lockable casters; RS232, USB, Intelligent Ports, EPO Port: Communications Cable and Shutdown Software; UL1778, cUL, FCC Class A, RoHS Listed.; TAA Compliant; 3-Year Electronics Warranty (USA and Canada); 9.8"W x 23.2"D x 32.4"H, 187 lbs.	$ 8,710.00
	TXVR-10KB1####	Xtreme Power TXVR Series 10kVA/10kW Isolated Electronic Voltage Regulator, 208V input voltage; 240/120Vor 208V output voltage; Terminal block input and (6) Configurable 240V and (4) 5-15/20R output connections (choose four, and replace the ## in the P/N) A = (1) L6-20R, B = (1) L6-30R, C = (1) 6-15/20R, D = (1) L6-15R; Isolation transformer; regulates voltage to within +/- 1%; Tower; internal maintenance bypass; lockable casters; RS232, USB, Intelligent Ports, EPO Port: Communications Cable and Shutdown Software; UL1778, cUL, FCC Class A, RoHS Listed.; TAA Compliant; 3-Year Electronics Warranty (USA and Canada); 9.8"W x 27.1"D x 32.4"H, 192 lbs.	$ 9,905.00
	TXVR10KB2####	Xtreme Power TXVR Series 10kVA/10kW Isolated Electronic Voltage Regulator, 208V input voltage; 240/120Vor 208V output voltage; Terminal block input and (4) Configurable 240V, (1) L6-30R and (4) 5-15/20R output connections (choose four, and replace the ## in the P/N) A = (1) L6-20R, B = (1) L6-30R, C = (1) 6-15/20R, D = (1) L6-15R; Isolation transformer; regulates voltage to within +/- 1%; Tower; internal maintenance bypass; lockable casters; RS232, USB, Intelligent Ports, EPO Port: Communications Cable and Shutdown Software; UL1778, cUL, FCC Class A, RoHS Listed.; TAA Compliant; 3-Year Electronics Warranty (USA and Canada); 9.8"W x 27.1"D x 32.4"H, 192 lbs.	$ 9,905.00

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TX91 Output Cords			
Part Number	Model	Description	List Price
	XPC-ZLC20-620R	Optional 12" output cord, Locking C20 to 6-15/20 receptacle for use with TXVR; 3 lbs.	$ 79.00
	XPC-ZLC20-L620R	Optional 12" output cord, Locking C20 to L6-20 receptacle for use with TXVR; 3 lbs.	$ 79.00
	XPC-ZLC20-L630R	Optional 12" output cord, Locking C20 to L6-30 receptacle for use with TXVR; 3 lbs.	$ 79.00
	XPC-C20-L615R	Optional 12" output cord. Non-locking C20 to L6-15 receptacle for use with TX91; 3 lbs	$ 59.00
TBD	XPC-L630P	Optional L6-30P line cord, 6ft line cord for use with T90-6K or TX90-6K; 12 lbs.	$ 125.00
TBD	XPC-L630R	Optional L6-30R, 8" dongle style output receptacle for use with T90-6K or TX90-6K; 12 lbs.	$ 125.00
TBD	XPC-L1430R	Optional L14-30R, 8" dongle style output receptacle for use with TX90-6K; 12 lbs.	$ 125.00
TX91 Distribution Options			
Part Number	Model	Description	List Price
90000251	XPD31	Xtreme Power XPDU Series Basic Power PDU for use with TXVR Series, 30A, 200-240V; L6-30P 6ft line cord, (2) L6-30R, (2) L6-20R and (4) 6-15/20R output receptacles. Rackmount. 19"W x 4.7"D x 3.5"H. 9 lbs	$ 580.00
90000252	XPD32	Xtreme Power XPDU Series Basic Power PDU for use with TXVR Series, 30A, 200-240V; L6-30P 6ft line cord, (2) L6-30R, (4) L6-20R output receptacles. Rackmount. 19"W x 2.4"D x 3.5"H. 7.5 lbs	$ 580.00
90000253	XPD33	Xtreme Power XPDU Series Basic Power PDU for use with TXVR Series, 30A, 200-240V; L6-30P 6ft line cord, (4) IEC-C19 and (8) IEC C13 output receptacle. s Rackmount. 19"W x 2.4"D x 3.5"H. 8 lbs	$ 450.00
90000254	XPD34	Xtreme Power XPDU Series Basic Power PDU, 30A, 240/120V; L14-30P 6ft line cord, (2) L6-30R, (4) L6-20R and (12) 5-20R output receptacles. Rackmount. 19"W x 4.7"D x 3.5"H. 9.5 lbs	$ 690.00
90001037	XPD38	Xtreme Power XPDU Series Basic Power PDU, 30A, 120V; L14-30P, 6' input cord , (4) L5-30R, (4) L5-20R output receptacles. Rackmount. 19"W x 4.7"D x 3.5"H. 9.5 lbs	$ 690.00
TX91 Communication Options			
Part Number	Model	Description	List Price
90000741	SNMP-2PV3	Internal SNMP/WEB Card for use with TXVR Series; Allows for monitoring and management of UPS through a web browser or SNMP platform: Provides shutdown of remote clients via LAN, and Email Notification of UPS status and events. Compatible with SNMP-EMPV2 Environmental Monitor; Packaging = 5.7"W x 5.2"D x 1.7"H, 0.3 lbs	$ 359.00
90000674	SNMP-EMPV2	Environmental Monitoring Sensor to monitor room temperature and humidity - Must be used with SNMP-2PV3 SNMP/WEB Card. Packaging = 5.7"W x 5.2"D x 1.7"H, 0.3 lbs	$ 230.00
90000267	MODBUS-IN	MODBUS CARD for use with the TXVR Series UPS; packaging = 7.25" x 6" x 2.5", 1 lbs	$ 319.00
90000265	RELAY-MINI	Dry Contact RELAY CARD with DB9 & terminal block adapter; packaging = 5.7"W x 5.2"D x 1.7"H, 0.3 lbs	$ 120.00
TX91 Warranty and Service Options			
Part Number	Model	Description	List Price
90001282	9SUS8051	M90S 5x8 Startup and 1 year on-site warranty. For Zone 1 (within 100 miles of XPC Service Center). StartUP includes verification of installation, inspection of UPS and commisioning of UPS by the Startup technician. On-site Warranty covers labor for corrective maintenance.	$ 3,900.00
90001283	9SUS8052	M90S 5x8 Startup and 2 year on-site warranty. For Zone 1 (within 100 miles of XPC Service Center). StartUP includes verification of installation, inspection of UPS and commisioning of UPS by the Startup technician. On-site Warranty covers labor for corrective maintenance.	$ 4,500.00
90001284	9USUS8053	M90S 5x8 Startup and 3 year on-site warranty. For Zone 1 (within 100 miles of XPC Service Center). StartUP includes verification of installation, inspection of UPS and commisioning of UPS by the Startup technician. On-site Warranty covers labor for corrective maintenance.	$ 5,100.00
90001285	9SU724051	M90S 7x24 Startup and 1 year on-site warranty. For Zone 1 (within 100 miles of XPC Service Center). StartUP includes verification of installation, inspection of UPS and commisioning of UPS by the Startup technician. On-site Warranty covers labor for corrective maintenance.	$ 5,070.00
90001286	9SU724052	M90S 7x24 Startup and 2 year on-site warranty. For Zone 1 (within 100 miles of XPC Service Center). StartUP includes verification of installation, inspection of UPS and commisioning of UPS by the Startup technician. On-site Warranty covers labor for corrective maintenance.	$ 5,850.00
90001287	9SU724053	M90S 7x24 Startup and 3 year on-site warranty. For Zone 1 (within 100 miles of XPC Service Center). StartUP includes verification of installation, inspection of UPS and commisioningof UPS by the Startup technician. On-site Warranty covers labor for corrective maintenance.	$ 6,630.00
90001288	9PM58	M90S Preventative Maintenance Service, 5x8. For Zone 1 (within 100 miles of XPC Service Center).	$ 3,500.00
90001289	9PM724	M90S Preventative Maintenance Service, 7x24. For Zone 1 (within 100 miles of XPC Service Center).	$ 4,550.00
90000538	SVCADD	Service adder for locations further than 100 miles.	$ 1,050.00

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90000375	T9VCNFG	Non-Standard Voltage Configuration adder. Required when setting the TX91 (XR), TX91L, or TXVR input voltage to 200V, 230V, or 240V. Input Voltage: Output Voltage on-line/inverter: Output Voltage on Bypass: Displayed Voltage:	$ 300.00
E91 Series Double Conversion 3-Phase (with Internal Batteries)			
Part Number	**Model**	**Description**	**List Price**
90000975	E91-10K	Xtreme Power E91 Series online 10KVA/10KW, 208/120 VAC three-phase UPS with 2 strings of internal batteries for 11 minutes full load runtime. Includes color touch screen display, static switch, and maintenance bypass switch ; up to 12A charge current, 94% efficiency in online mode or 98% efficiency in ECO mode; standard RS232, EPO, RS485, and USB communication ports; (1) card slot for Web/SNMP or Relay cards; UL-1778 (TUV), cUL, FCCA, Energy Star 2.0 ; 2 Year Standard Warranty (USA and Canada); Start-up and onsite labor is not included; Can accommodate external battery packs for extended runtimes; 9.9" W x 26.3" D x 32.3" H. 273 lbs.	$ 10,800.00
90000976	E91-15K	Xtreme Power E91 Series online 15KVA/15KW, 208/120 VAC three-phase UPS with 3 strings of internal batteries for 11 minutes full load runtime. Includes color touch screen display, static switch, and maintenance bypass switch ; up to 12A charge current, 94% efficiency in online mode or 98% efficiency in ECO mode; standard RS232, EPO, RS485, and USB communication ports; (1) card slot for Web/SNMP or Relay cards; UL-1778 (TUV), cUL, FCCA, Energy Star 2.0 ; 2 Year Standard Warranty (Usa and Canada); Start-up and onsite labor is not included; Can accommodate external battery packs for extended runtimes; 11.9" W x 34" D x 40.2" H. 306 lbs.	$ 12,700.00
90000977	E91-20K	Xtreme Power E91 Series online 20KVA/20KW, 208/120 VAC three-phase UPS with 3 strings of internal batteries for 7 minutes full load runtime. Includes color touch screen display, static switch, and maintenance bypass switch ; up to 12A charge current, 94% efficiency in online mode or 98% efficiency in ECO mode; standard RS232, EPO, RS485, and USB communication ports; (1) card slot for Web/SNMP or Relay cards; UL-1778 (TUV), cUL, FCCA, Energy Star 2.0 ; 2 Year Standard Warranty (USA and Canada); Start-up and onsite labor is not included; Can accommodate external battery packs for extended runtimes; 11.9" W x 34" D x 40.2" H. 306 lbs.	$ 13,600.00
90000980	E91-20KL	Xtreme Power E91 Series online 20KVA/20KW, 208/120 VAC three-phase UPS with no internal batteries. Includes color touch screen display, static switch, and maintenance bypass switch ; up to 12A charge current, 94% efficiency in online mode or 98% efficiency in ECO mode; standard RS232, EPO, RS485, and USB communication ports; (1) card slot for Web/SNMP or Relay cards; UL-1778 (TUV), cUL, FCCA, Energy Star 2.0 ; 2 Year Standard Warranty (USA and Canada); Start-up and onsite labor is not included; 11.9" W x 34" D x 40.2" H. 296 lbs. **External battery packs must be ordered seperately.**	$ 11,800.00
90000979	E91-30K	Xtreme Power E91 Series online 30KVA/30KW, 208/120 VAC three-phase UPS with 3 strings of internal batteries for 6 minutes full load runtime. Includes color touch screen display, static switch, and maintenance bypass switch; Front access only design; up to 16A charge current, 94% efficiency in online mode or 98% efficiency in ECO mode; standard RS232, EPO, RS485, and USB communication ports; (1) card slot for Web/SNMP or Relay cards; UL-1778 (TUV), cUL, FCC; 2 Year Standard Warranty (USA and Canada); Start-up and onsite labor is not included; Can accommodate external battery packs for extended runtimes; 23.6" W x 36.3" D x 65.6" H. 496 lbs.	$ 21,800.00
90001234	E91-30K4	Xtreme Power E91 Series online 30KVA/30KW, 208/120 VAC three-phase UPS with 4 strings of internal batteries for 9 minutes full load runtime. Includes color touch screen display, static switch, and maintenance bypass switch; Front access only design; up to 16A charge current, 94% efficiency in online mode or 98% efficiency in ECO mode; standard RS232, EPO, RS485, and USB communication ports; (1) card slot for Web/SNMP or Relay cards; UL-1778 (TUV), cUL, FCC; 2 Year Standard Warranty (USA and Canada); Start-up and onsite labor is not included; Can accommodate external battery packs for extended runtimes; 23.6" W x 36.3" D x 65.6" H. 549 lbs.	$ 23,700.00
90000981	E91-30KL	Xtreme Power E91 Series online 30KVA/30KW, 208/120 VAC three-phase UPS no internal batteries. Includes color touch screen display, static switch, and maintenance bypass switch; Front access only design; up to 16A charge current, 94% efficiency in online mode or 98% efficiency in ECO mode; standard RS232, EPO, RS485, and USB communication ports; (1) card slot for Web/SNMP or Relay cards; UL-1778 (TUV), cUL, FCC; 2 Year Standard Warranty (USA and Canada); Start-up and onsite labor is not included; 23.6" W x 36.3" D x 65.6" H. 419 lbs. **External battery packs must be ordered seperately.**	$ 17,000.00
90000980	E91-40K	Xtreme Power E91 Series online 40KVA/40KW, 208/120 VAC three-phase UPS with 4 strings of internal batteries for 6 minutes full load runtime. Includes color touch screen display, static switch, and maintenance bypass switch; Front access only design; up to 16A charge current, 94% efficiency in online mode or 98% efficiency in ECO mode; standard RS232, EPO, RS485, and USB communication ports; (1) card slot for Web/SNMP or Relay cards; UL-1778 (TUV), cUL, FCC; 2 Year Standard Warranty (USA and Canada); Start-up and onsite labor is not included; Can accommodate external battery packs for extended runtimes; 23.6" W x 36.3" D x 65.6" H. 551 lbs.	$ 25,300.00

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90000982	E91-40KL	Xtreme Power E91 Series online 40KVA/40KW, 208/120 VAC three-phase UPS with no internal batteries. Includes color touch screen display, static switch, and maintenance bypass switch; Front access only design; up to 16A charge current, 94% efficiency in online mode or 98% efficiency in ECO mode; standard RS232, EPO, RS485, and USB communication ports; (1) card slot for Web/SNMP or Relay cards; UL-1778 (TUV), cUL, FCC; 2 Year Standard Warranty (USA and Canada); Start-up and onsite labor is not included; 23.6" W x 36.3" D x 65.6" H. 539 lbs. **External battery packs must be ordered seperately.**	$ 18,500.00
External Battery for use with E91 UPS (With Batteries)			
Part Number	**Model**	**Description**	**List Price**
90000984	EBP09-2	Line and Match External Battery Pack for E91 10KVA, 15kVA, and 20kVA UPS. Includes (40) 12V 9AH batteries; Up to four battery packs per UPS can be used for extended runtime applications; (_) battery packs provides (__) minutes of runtime @ __KW load. 11.9"W x 34"D x 40.2"H. 310 lbs.	$ 6,100.00
90000985	EBP09-5	Line and Match External Battery Pack for E91 10KVA, 15kVA, and 20kVA UPS. Includes (100) 12V 9AH batteries; Up to four battery packs per UPS can be used for extended runtime applications; (_) battery packs provides (__) minutes of runtime @ __KW load. 11.9"W x 34"D x 40.2"H. 670 lbs.	$ 9,950.00
90000986	EBP10-5	Line and Match External Battery Pack for E91 30KVA/30KW or 40KVA/40KW UPS. Includes (100) 12V 580W batteries; Up to four battery packs per UPS can be used for extended runtime applications; (_) battery packs provides (__) minutes of runtime @ __KW load. 11.9"W x 34"D x 40.2"H. 770 lbs.	$ 11,700.00
	E91-CBL	E91 Cable kit UPS to Battery Cabinet	$ 399.00
PDU Options (Rear mounted)			
Part Number	**Model**	**Description**	**List Price**
90001023	E91-PDU1	E91 rear mounted PDU. Configured with (4) L21-20R outlets each protected by a 20A breaker. 9.5"W x 4.3"D x 11.6"H; 15 lbs	$ 1,350.00
90001024	E91-PDU2	E91 rear mounted PDU. Configured with (4) L21-30R outlets each protected by a 30A breaker. 9.5"W x 4.3"D x 11.6"H; 15 lbs	$ 1,500.00
External Maintenance Bypass Options (wallmount)			
Part Number	**Model**	**Description**	**List Price**
	90885-C208310ECA040A04013MB	Three-Breaker Maintenance Bypass Switch; 208VAC, 40 A, 10kAIC; Wallmount; includes Bypass Input Breaker, Maintenance Isolation Breaker, and Maintenance Bypass Breaker, kirk-key locks, lockable front panel. 22"W x 24"H x 9"D; 55 lbs. **For use with E91 10kVA UPS**	Call For Price
	90885-C208310ECA060A06013MB	Three-Breaker Maintenance Bypass Switch; 208VAC, 60 A, **10kAIC**; Wallmount; includes Bypass Input Breaker, Maintenance Isolation Breaker, and Maintenance Bypass Breaker, kirk-key locks, lockable front panel. 22"W x 24"H x 9"D; 55 lbs. **For Use with E91 and all M90 Family 15kVA UPS**	Call For Price
	90885-C208310ECA080A08013MB	Three-Breaker Maintenance Bypass Switch; 208VAC, 60 A, **10kAIC**; Wallmount; includes Bypass Input Breaker, Maintenance Isolation Breaker, and Maintenance Bypass Breaker, kirk-key locks, lockable front panel. 22"W x 24"H x 9"D; 55 lbs. **For Use with E91 and all M90 Family 20kVA UPS**	Call For Price
	90880-C208322ECA125A12502MB	Three-Breaker Maintenance Bypass Switch; 208VAC, 125 A, **22kAIC**; Wallmount; includes Bypass Input Breaker, Maintenance Isolation Breaker, and Maintenance Bypass Breaker, kirk-key locks, lockable front panel. 30"W x 36"H x 10"D; 110 lbs. **For Use with E91 and all M90 Family 30kVA UPS**	Call For Price
	90880-C208322ECA150A15002MB	Three-Breaker Maintenance Bypass Switch; 208VAC, 150 A, **22kAIC**; Wallmount; includes Bypass Input Breaker, Maintenance Isolation Breaker, and Maintenance Bypass Breaker, kirk-key locks, lockable front panel. 30"W x 36"H x 10"D; 110 lbs. **For Use with E91 40kVA UPS**	Call For Price
Note:	E91 does not have Contacts to support SKRU.		
Connectivity Options			
Part Number	**Model**	**Description**	**List Price**
90001245	SNMP-2PG1	Internal two port SNMP/WEB Card for use with X90, M90C, M90, M90L E91, and M90S Series UPS; Allows for monitoring and management of UPS through a web browser or SNMP platform: Provides shutdown of remote clients via LAN, and Email Notification of UPS status and events. Compatible with SNMP-TMPH temperature and humidity probe; Packaging = 5.7"W x 5.2"D x 1.7"H, 0.3 lbs	$ 649.00
90000267	MODBUS-IN	MODBUS CARD for use with the E91, M90(U) and X90 Series UPS; packaging = 7.25" x 6" x 2.5", 1 lbs	$ 319.00
90000398	SNMP-TMPH	Temperature and humidity Probe - used with SNMP-2PG1 SNMP/WEB Card. Packaging = 7.25"W x 6.0"D x 2.5"H, 1.0 lbs	$ 299.00
90000265	RELAY-MINI	Dry Contact RELAY CARD with DB9 & terminal block adapter; packaging = 5.7"W x 5.2"D x 1.7"H, 0.3 lbs	$ 120.00
Service Options			
Part Number	**Model**	**Description**	**List Price**
90001011	E91SUS81	E91 5x8 Startup and 1 year on-site warranty. For Zone 1 (within 100 miles of XPC Service Center). StartUP includes verification of installation, inspection of UPS and commisioning of UPS by the Startup technician. On-site Warranty covers labor for corrective maintenance.	$ 3,900.00
90001005	E91SUS82	E91 5x8 Startup and 2 year on-site warranty. For Zone 1 (within 100 miles of XPC Service Center). StartUP includes verification of installation, inspection of UPS and commisioning of UPS by the Startup technician. On-site Warranty covers labor for corrective maintenance.	$ 4,500.00

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90001006	E91SUS83	E91 5x8 Startup and 3 year on-site warranty. For Zone 1 (within 100 miles of XPC Service Center). StartUP includes verification of installation, inspection of UPS and commisioning of UPS by the Startup technician. On-site Warranty covers labor for corrective maintenance.	$ 7,400.00
90001012	E91SU7241	E91 7x24 Startup and 1 year on-site warranty. For Zone 1 (within 100 miles of XPC Service Center). StartUP includes verification of installation, inspection of UPS and commisioning of UPS by the Startup technician. On-site Warranty covers labor for corrective maintenance.	$ 5,070.00
90001007	E91SU7242	E91 7x24 Startup and 2 year on-site warranty. For Zone 1 (within 100 miles of XPC Service Center). StartUP includes verification of installation, inspection of UPS and commisioning of UPS by the Startup technician. On-site Warranty covers labor for corrective maintenance.	$ 5,850.00
90001235	E91SU7243	E91 7x24 Startup and 3 year on-site warranty. For Zone 1 (within 100 miles of XPC Service Center). StartUP includes verification of installation, inspection of UPS and commisioningof UPS by the Startup technician. On-site Warranty covers labor for corrective maintenance.	$ 9,620.00
90001236	E91PM58	E91 Preventative Maintenance Service, 5x8. For Zone 1 (within 100 miles of XPC Service Center).	$ 3,500.00
90001010	E91PM724	E91 Preventative Maintenance Service, 7x24. For Zone 1 (within 100 miles of XPC Service Center).	$ 4,550.00
90000538	SVCADD	Service adder for locations further than 100 miles.	$ 1,050.00
M90C Series Modular Double Conversion Three-Phase			
M90C Series Ala Carte Solutions			
Part Number	**Model**	**Description**	**List Price**
90001032	M90C-ENC2	XPC M90C 2-slot enclosure; 5kVA/5kW or 8kVA/8kW; On Line - Rack Mount or tower configuration, 120/208V Three-Phase In/Out , Hardwired in/out, Integral Rear Mounted Maintenance Bypass switch, RS-232, USB, EPO, intelligent slot for optional card (Web/SNMP, Relay, Modbus); Communication Software and Cable; UL-1778 (TUV), cUL, FCC, RoHS, TAA Compliant; 2 year UPS and battery warranty (USA and Canada). Power Module and Battery Module purchased separately; Unit Dims: 17.3"W X 31.5"D x 10.5"H. Weight: 38 lbs.	$ 2,300.00
90001218	M90C-ENC6	XPC M90C 6-slot enclosure; Up to 24kVA/24kW; On Line - Tower configuration, 120/208V Three-Phase In/Out , Hardwired in/out, Large LCD Screen, Casters, Integral Front Access Maintenance Bypass switch, Floor mount bracket; Communications Module; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus) Communication Software and Cable; UL-1778 (TUV), cUL, FCC, RoHS; 2 year UPS and battery warranty (USA and Canada). Power Modules, Battery Modules, and Blank Panels purchased separately; Dims: 17.4"W X 33.7"D x 45.5"H. Weight: 169 lbs.	$ 8,000.00
90001211	M90C-PWM5	5KVA/5KW Power Module for XPC M90C UPS; On Line- 120/208V Three-Phase In- Out; LCD Screen, Dims: 16.3"W X 24"D x 5.2"H (3U). Weight: 38 lbs.	$ 4,900.00
90001029	M90C-PWM8	8KVA/8KW Power Module for XPC M90C UPS; On Line- 120/208V Three-Phase In- Out; LCD Screen, Dims: 16.3"W X 24"D x 5.2"H (3U). Weight: 38 lbs.	$ 5,700.00
90001262	M90S-BMXRV2	Battery Module for XPC M90S UPS; Contains two battery sleeves, each containing (8) 12V 580W batteries; battery breaker; 16.3"W X 24"D x 5.2"H. Weight: 107 lbs. **Note: Minimum of one battery module required for each power module used for capacity.**	$ 2,095.00
90000696	M90S-BC7	XPC M90S External Battery Enclosure; 7-slot enclosure holds up to (7) M90S-BMXR battery modules; Includes Casters. Battery Modules and Blank Panels purchased separately; Dims: 17.4"W X 33.7"D x 45.5"H. Weight: 162 lbs.	$ 4,935.00
90000719	M90S-CB	Caster Base for M90C-ENC2 or M90S-ENC2. Locking casters. Dims: 17"W X 24"D x 4.0"H. Weight: 15 lbs.	$ 610.00
90000703	M90S-BP	M90C or M90S Matching Blank Panel covers front of unused slots. Dims: 16.5"W X 2"D x 5.2"H. Weight: 5 lbs.	$ 63.00
90000695	M90S-RAIL2S	M90S Rail Kit for M90C-ENC2 or M90S-ENC2 2-slot enclosure. Dims: 20"W X 4"D x 2.5"H. Weight: 5 lbs.	$ 155.00
90001219	XPC-L21-20P	Optional 8' Input cord, Terminal to L21-20P for use with M90C-5kW; 10 lbs.	$ 420.00
90001220	XPC-L21-30P	Optional 8' Input cord, Terminal to L21-30P for use with M90C-8kW; 10 lbs.	$ 420.00
	M90C6S-SEIS	Seismic Hold Down Achorage for M90C-ENC6 enclosure. Includes calculations with State of California Engineer Stamp.	$ 1,900.00
M90C Series Optional Receptacle Panels (6S = up to 4 RP), (2S = up to 1 RP)			
Part Number	**Model**	**Description**	**List Price**
90000699	M90S-RPA	XPC M90C Optional Receptacle Panel for M90C-6S. Contains (8) 5-20R receptacles. Mounts to rear of UPS Chassis. Weight: 5 lbs.	$ 295.00
90000700	M90S-RPB	XPC M90C Optional Receptacle Panel for M90C-6S. Contains (2) C19 and (4) 5-20R receptacles. Mounts to rear of UPS Chassis. Weight: 5 lbs.	$ 295.00
90000701	M90S-RPC	XPC M90C Optional Receptacle Panel for M90C-6S. Contains (1) L6-30R and (2) C19 receptacles. Mounts to rear of UPS Chassis. Weight: 5 lbs.	$ 295.00
90000703	M90S-RPD	XPC M90C Optional Receptacle Panel for M90C-6S. Contains (1) L14-30R and (2) C19 receptacles. Mounts to rear of UPS Chassis. Weight: 5 lbs.	$ 295.00
Bundle	M90S-RPE	XPC M90C Optional Receptacle Panel for M90C-6S. Contains (2) L6-20R and (4) 5-20R receptacles. Mounts to rear of UPS Chassis. Weight: 5 lbs.	$ 453.00
Bundle	M90S-RPF	XPC M90C Optional Receptacle Panel for M90C-6S. Contains (1) L6-30R, (1) L6-20R and (4) 5-20R receptacles. Mounts to rear of UPS Chassis. L6-30R protected by 20A breaker; Weight: 5 lbs.	$ 453.00
Bundle	M90S-RPG	XPC M90C Optional Receptacle Panel for M90C-6S. Contains (1) L6-30R and (2) L6-20R receptacles. Mounts to rear of UPS Chassis. Weight: 5 lbs.	$ 453.00

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Bundle	M90S-RPH	XPC M90C Optional Receptacle Panel for M90C-6S. Contains (3) L6-30R receptacles. Mounts to rear of UPS Chassis. (2) L6-30R protected by 20A breakers; Weight: 5 lbs.	$ 453.00
90001058	M90C-RPI	XPC M90C Optional Receptacle Panel for M90C-2S or M90C-6S. Contains (1) L21-30R receptacle protected by a 30A breaker. Mounts to rear of UPS Chassis. Weight: 6 lbs.	$ 395.00
90001059	M90C-RPJ	XPC M90C Optional Receptacle Panel for M90C-2S or M90C-6S. Contains (1) L21-20R receptacle protected by a 20A breaker. Mounts to rear of UPS Chassis. Weight: 6 lbs.	$ 395.00
90001060	M90C-RPK	XPC M90C Optional Receptacle Panel for M90C-2S or M90C-6S. Contains (2) L21-20R receptacles. Mounts to rear of UPS Chassis. Weight: 6 lbs.	$ 395.00
90001061	M90C-RPL	XPC M90C Optional Receptacle Panel for M90C-2S or M90C-6S. Contains (2) L21-30R receptacles. Mounts to rear of UPS Chassis. Weight: 6 lbs.	$ 395.00
M90C-2S Series Hardwired Bundled Solutions			
Part Number	**Model**	**Description**	**List Price**
Bundle	M90C-2S5K	XPC M90C UPS bundle; **5kVA/5kW**; On Line-**Rackmount Configuration**, 120/208V Three-Phase In/Out, Hardwired in/out. Bundle includes M90C-ENC2 2-Slot Enclosure with Integral Maintenance Bypass, Rackmount rails; (1) 5kVA/5kW Power Module and (1) Battery Module providing **12 minutes** runtime @ 5KVA/5KW load; RS-232, USB, EPO, intelligent slot for optional card (Web/SNMP, Relay, Modbus;) Communication Software and Cable; UL-1778 (TUV), cUL, FCC, RoHS, TAA Compliant; 2 year UPS and battery warranty (USA and Canada). Enclosure, Power Module, and Battery Modules shipped seperately. Dims: 17.5"W X 33.7"D x 10.5"H. Weight: 185 lbs.	$ 9,450.00
Bundle	M90C-2S5KT	XPC M90C UPS bundle; **5kVA/5kW**; On-Line **Tower Configuration**, 120/208V Three-Phase In/Out, Hardwired in/out. Bundle includes M90C-ENC2 2-Slot Enclosure with Integral Maintenance Bypass, Caster Base; (1) 5kVA/5kW Power Module and (1) Battery Module providing **12 minutes** runtime @ 5KVA/5KW load; RS-232, USB, EPO, intelligent slot for optional card (Web/SNMP, Relay, Modbus;) Communication Software and Cable; UL-1778 (TUV), cUL, FCC, RoHS, TAA Compliant; 2 year UPS and battery warranty (USA and Canada). Enclosure, Power Module, and Battery Modules shipped seperately. Dims: 17.5"W X 33.7"D x 14.5"H. Weight: 198 lbs.	$ 9,905.00
Bundle	M90C-2S8K	XPC M90C UPS bundle; **8kVA/8kW**; On Line-**Rackmount Configuration**, 120/208V Three-Phase In/Out, Hardwired in/out. Bundle includes M90C-ENC2 2-Slot Enclosure with Integral Maintenance Bypass, Rackmount rails; (1) 8kVA/8kW Power Module and (1) Battery Module providing **6 minutes** runtime @ 8KVA/8KW load; RS-232, USB, EPO, intelligent slot for optional card (Web/SNMP, Relay, Modbus;) Communication Software and Cable; UL-1778 (TUV), cUL, FCC, RoHS, TAA Compliant; 2 year UPS and battery warranty (USA and Canada). Enclosure, Power Module, and Battery Modules shipped seperately. Dims: 17.5"W X 33.5"D x 10.5"H. Weight: 185 lbs.	$ 10,250.00
Bundle	M90C-2S8KT	XPC M90C UPS bundle; **8kVA/8kW**; On-Line **Tower Configuration**, 120/208V Three-Phase In/Out, Hardwired in/out. Bundle includes M90C-ENC2 2-Slot Enclosure with Integral Maintenance Bypass, Caster Base; (1) 8kVA/8kW Power Module and (1) Battery Module providing **12 minutes** runtime @ 8KVA/8KW load; RS-232, USB, EPO, intelligent slot for optional card (Web/SNMP, Relay, Modbus;) Communication Software and Cable; UL-1778 (TUV), cUL, FCC, RoHS, TAA Compliant; 2 year UPS and battery warranty (USA and Canada). Enclosure, Power Module, and Battery Modules shipped seperately. Dims: 17.4"W X 33.7"D x 14.5"H. Weight: 198 lbs.	$ 10,705.00
M90C 6-Slot 5KVA Hardwired Bundled Solutions			
Part Number	**Model**	**Description**	**List Price**
	M90C-6S5K1	XPC M90C UPS bundle; **5KVA/5KW**; On Line-Tower Configuration, 120/208V Three-Phase In/Out, Hardwired in/out, Large LCD Screen, Casters, Floor mount bracket; Communications Module; Bundle includes M90C-ENC6 6 Slot Enclosure with Integral Front Access Maintenance Bypass, (1) 5kVA Power Module, (1) Battery Module providing **12 minutes** runtime @ 5KVA/5KW load, blank panels; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC, RoHS; 2 year UPS and battery warranty (USA and Canada). Enclosure, Power Module, and Battery Module shipped seperately. Dims: 17.4"W X 33.7"D x 45.5"H. Weight: 314 lbs.	$ 15,247.00
	M90C-6S5K2	XPC M90C UPS bundle; **5KVA/5KW**; On Line-Tower Configuration, 120/208V Three-Phase In/Out, Hardwired in/out, Large LCD Screen, Casters, Floor mount bracket; Communications Module; Bundle includes M90C-ENC6 6 Slot Enclosure with Integral Front Access Maintenance Bypass, (1) 5K Power Module, (2) Battery Modules providing **28 minutes** runtime @ 5KVA/5KW load; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC, RoHS; 2 year UPS and battery warranty (USA and Canada). Enclosure, Power Module, and Battery Modules shipped seperately. Dims: 17.4"W X 33.7"D x 45.5"H. Weight: 421 lbs.	$ 17,279.00

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	M90C-6S5K3	XPC M90C UPS bundle; **5KVA/5KW**; On Line-Tower Configuration, 120/208V Three-Phase In/Out, Hardwired in/out, Large LCD Screen, Casters, Floor mount bracket; Communications Module; Bundle includes M90C-ENC6 6 Slot Enclosure with Integral Front Access Maintenance Bypass, (1) 5K Power Module, (3) Battery Modules providing **46 minutes** runtime @ 5KVA/5KW load; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC, RoHS; 2 year UPS and battery warranty (USA and Canada). Enclosure, Power Module, and Battery Modules shipped seperately. Dims: 17.4"W X 33.7"D x 45.5"H. Weight: 528 lbs.	$ 19,311.00
	M90C-6S5K4	XPC M90C UPS bundle; **5KVA/5KW**; On Line-Tower Configuration, 120/208V Three-Phase In/Out, Hardwired in/out, Large LCD Screen, Casters, Floor mount bracket; Communications Module; Bundle includes M90C-ENC6 6 Slot Enclosure with Integral Front Access Maintenance Bypass, (1) 5K Power Module, (4) Battery Modules providing **66 minutes runtime** @ 5KVA/5KW load; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC, RoHS; 2 year UPS and battery warranty (USA and Canada). Enclosure, Power Module, and Battery Modules shipped seperately. Dims: 17.4"W X 33.7"D x 45.5"H. Weight: 635 lbs.	$ 21,343.00
	M90C-6S5K5	XPC M90C UPS bundle; **5KVA/5KW**; On Line-Tower Configuration, 120/208V Three-Phase In/Out, Hardwired in/out, Large LCD Screen, Casters, Floor mount bracket; Communications Module; Bundle includes M90C-ENC6 6 Slot Enclosure with Integral Front Access Maintenance Bypass, (1) 5K Power Module, (5) Battery Modules providing **86 minutes runtime** @ 5KVA/5KW load; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC, RoHS; 2 year UPS and battery warranty (USA and Canada). Enclosure, Power Module, and Battery Modules shipped seperately. Dims: 17.4"W X 33.7"D x 45.5"H. Weight: 742 lbs.	$ 23,375.00
M90C 6-Slot 8KVA Hardwired Bundled Solutions			
Part Number	**Model**	**Description**	**List Price**
	M90C-6S8K1	XPC M90C UPS bundle; **8KVA/8KW**; On Line-Tower Configuration, 120/208V Three-Phase In/Out, Hardwired in/out, Large LCD Screen, Casters, Floor mount bracket; Communications Module; Bundle includes M90C-ENC6 6 Slot Enclosure with Integral Front Access Maintenance Bypass, (1) 8kVA Power Module, (1) Battery Module providing **6 minutes** runtime @ 8KVA/8KW load, blank panels; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC, RoHS; 2 year UPS and battery warranty (USA and Canada). Enclosure, Power Module, and Battery Module shipped seperately. Dims: 17.4"W X 33.7"D x 45.5"H. Weight: 314 lbs.	$ 16,047.00
	M90C-6S8K2	XPC M90C UPS bundle; **8KVA/8KW**; On Line-Tower Configuration, 120/208V Three-Phase In/Out, Hardwired in/out, Large LCD Screen, Casters, Floor mount bracket; Communications Module; Bundle includes M90C-ENC6 6 Slot Enclosure with Integral Front Access Maintenance Bypass, (1) 8kVA Power Module, (2) Battery Module providing **16 minutes** runtime @ 8KVA/8KW load, blank panels; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC, RoHS; 2 year UPS and battery warranty (USA and Canada). Enclosure, Power Module, and Battery Module shipped seperately. Dims: 17.4"W X 33.7"D x 45.5"H. Weight: 421 lbs.	$ 18,079.00
	M90C-6S8K3	XPC M90C UPS bundle; **8KVA/8KW**; On Line-Tower Configuration, 120/208V Three-Phase In/Out, Hardwired in/out, Large LCD Screen, Casters, Floor mount bracket; Communications Module; Bundle includes M90C-ENC6 6 Slot Enclosure with Integral Front Access Maintenance Bypass, (1) 8kVA Power Module, (3) Battery Module providing **26 minutes** runtime @ 8KVA/8KW load, blank panels; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC, RoHS; 2 year UPS and battery warranty (USA and Canada). Enclosure, Power Module, and Battery Module shipped seperately. Dims: 17.4"W X 33.7"D x 45.5"H. Weight: 528 lbs.	$ 20,111.00
	M90C-6S8K4	XPC M90C UPS bundle; **8KVA/8KW**; On Line-Tower Configuration, 120/208V Three-Phase In/Out, Hardwired in/out, Large LCD Screen, Casters, Floor mount bracket; Communications Module; Bundle includes M90C-ENC6 6 Slot Enclosure with Integral Front Access Maintenance Bypass, (1) 8kVA Power Module, (4) Battery Module providing **37 minutes** runtime @ 8KVA/8KW load, blank panels; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC, RoHS; 2 year UPS and battery warranty (USA and Canada). Enclosure, Power Module, and Battery Module shipped seperately. Dims: 17.4"W X 33.7"D x 45.5"H. Weight: 635 lbs.	$ 22,143.00

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	M90C-6S8K5	XPC M90C UPS bundle; **8KVA/8KW;** On Line-Tower Configuration, 120/208V Three-Phase In/Out, Hardwired in/out, Large LCD Screen, Casters, Floor mount bracket; Communications Module; Bundle includes M90C-ENC6 6 Slot Enclosure with Integral Front Access Maintenance Bypass, (1) 8kVA Power Module, (5) Battery Module providing **49 minutes** runtime @ 8KVA/8KW load, blank panels; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC, RoHS; 2 year UPS and battery warranty (USA and Canada). Enclosure, Power Module, and Battery Module shipped seperately. Dims: 17.4"W X 33.7"D x 45.5"H. Weight: 742 lbs.	$ 24,175.00
M9C 6-Slot 10KVA Hardwired Bundled Solutions			
Part Number	**Model**	**Description**	**List Price**
	M90C-6S10K2	XPC M90C UPS bundle; **10KVA/10KW;** On Line-Tower Configuration, 120/208V Three-Phase In/Out, Hardwired in/out, Large LCD Screen, Casters, Floor mount bracket; Communications Module; Bundle includes M90C-ENC6 6 Slot Enclosure with Integral Front Access Maintenance Bypass, (2) 5kVA Power Modules, (2) Battery Module providing **12 minutes** runtime @ 10KVA/10KW load, blank panels; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC, RoHS; 2 year UPS and battery warranty (USA and Canada). Enclosure, Power Module, and Battery Module shipped seperately. Dims: 17.4"W X 33.7"D x 45.5"H. Weight: 459 lbs.	$ 22,116.00
	M90C-6S10K3	XPC M90C UPS bundle; **10KVA/10KW;** On Line-Tower Configuration, 120/208V Three-Phase In/Out, Hardwired in/out, Large LCD Screen, Casters, Floor mount bracket; Communications Module; Bundle includes M90C-ENC6 6 Slot Enclosure with Integral Front Access Maintenance Bypass, (2) 5kVA Power Modules, (3) Battery Module providing **20 minutes** runtime @ 10KVA/10KW load, blank panels; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC, RoHS; 2 year UPS and battery warranty (USA and Canada). Enclosure, Power Module, and Battery Module shipped seperately. Dims: 17.4"W X 33.7"D x 45.5"H. Weight: 566 lbs.	$ 24,148.00
	M90C-6S10K4	XPC M90C UPS bundle; **10KVA/10KW;** On Line-Tower Configuration, 120/208V Three-Phase In/Out, Hardwired in/out, Large LCD Screen, Casters, Floor mount bracket; Communications Module; Bundle includes M90C-ENC6 6 Slot Enclosure with Integral Front Access Maintenance Bypass, (2) 5kVA Power Modules, (4) Battery Module providing **28 minutes** runtime @ 10KVA/10KW load, blank panels; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC, RoHS; 2 year UPS and battery warranty (USA and Canada). Enclosure, Power Module, and Battery Module shipped seperately. Dims: 17.4"W X 33.7"D x 45.5"H. Weight: 673 lbs.	$ 26,180.00
M90C 6-Slot 15KVA Hardwired Bundled Solutions			
Part Number	**Model**	**Description**	**List Price**
	M90C-6S15K2	XPC M90C UPS bundle; **15KVA/15KW;** On Line-Tower Configuration, 120/208V Three-Phase In/Out, Hardwired in/out, Large LCD Screen, Casters, Floor mount bracket; Communications Module; Bundle includes M90C-ENC6 6 Slot Enclosure with Integral Front Access Maintenance Bypass, (3) 5kVA Power Module, (2) Battery Module providing **7 minutes** runtime @ 15KVA/15KW load, blank panels; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC, RoHS; 2 year UPS and battery warranty (USA and Canada). Enclosure, Power Module, and Battery Module shipped seperately. Dims: 17.4"W X 33.7"D x 45.5"H. Weight: 604 lbs.	$ 26,953.00
	M90C-6S15K3	XPC M90C UPS bundle; **15KVA/15KW;** On Line-Tower Configuration, 120/208V Three-Phase In/Out, Hardwired in/out, Large LCD Screen, Casters, Floor mount bracket; Communications Module; Bundle includes M90C-ENC6 6 Slot Enclosure with Integral Front Access Maintenance Bypass, (3) 5kVA Power Module, (3) Battery Module providing **12 minutes** runtime @ 15KVA/15KW load, blank panels; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC, RoHS; 2 year UPS and battery warranty (USA and Canada). Enclosure, Power Module, and Battery Module shipped seperately. Dims: 17.4"W X 33.7"D x 45.5"H. Weight: 711 lbs.	$ 28,985.00
M90C 6-Slot 16KVA Hardwired Bundled Solutions			
Part Number	**Model**	**Description**	**List Price**
	M90C-6S16K2	XPC M90C UPS bundle; **16KVA/16KW;** On Line-Tower Configuration, 120/208V Three-Phase In/Out, Hardwired in/out, Large LCD Screen, Casters, Floor mount bracket; Communications Module; Bundle includes M90C-ENC6 6 Slot Enclosure with Integral Front Access Maintenance Bypass, (2) 8kVA Power Module, (2) Battery Module providing **6 minutes** runtime @ 16KVA/16KW load, blank panels; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC, RoHS; 2 year UPS and battery warranty (USA and Canada). Enclosure, Power Module, and Battery Module shipped seperately. Dims: 17.4"W X 33.7"D x 45.5"H. Weight: 459 lbs.	$ 23,716.00

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	M90C-6S16K3	XPC M90C UPS bundle; **16KVA/16KW**; On Line-Tower Configuration, 120/208V Three-Phase In/Out, Hardwired in/out, Large LCD Screen, Casters, Floor mount bracket; Communications Module; Bundle includes M90C-ENC6 6 Slot Enclosure with Integral Front Access Maintenance Bypass, (2) 8kVA Power Module, (3) Battery Module providing **11 minutes** runtime @ 16KVA/16KW load, blank panels; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC, RoHS; 2 year UPS and battery warranty (USA and Canada). Enclosure, Power Module, and Battery Module shipped seperately. Dims: 17.4"W X 33.7"D x 45.5"H. Weight: 566 lbs.	$ 25,748.00
	M90C-6S16K4	XPC M90C UPS bundle; **16KVA/16KW**; On Line-Tower Configuration, 120/208V Three-Phase In/Out, Hardwired in/out, Large LCD Screen, Casters, Floor mount bracket; Communications Module; Bundle includes M90C-ENC6 6 Slot Enclosure with Integral Front Access Maintenance Bypass, (2) 8kVA Power Module, (4) Battery Module providing **16 minutes** runtime @ 16KVA/16KW load, blank panels; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC, RoHS; 2 year UPS and battery warranty (USA and Canada). Enclosure, Power Module, and Battery Module shipped seperately. Dims: 17.4"W X 33.7"D x 45.5"H. Weight: 673 lbs.	$ 27,780.00
M9C 6-Slot 24KVA Hardwired Bundled Solutions			
Part Number	**Model**	**Description**	**List Price**
	M90C-6S24K3	XPC M90C UPS bundle; 24KVA/24KW; On Line-Tower Configuration, 120/208V Three-Phase In/Out, Hardwired in/out, Large LCD Screen, Casters, Floor mount bracket; Communications Module; Bundle includes M90C-ENC6 6 Slot Enclosure with Integral Front Access Maintenance Bypass, (3) 8kVA Power Module, (3) Battery Module providing 16 minutes runtime @ 24KVA/24KW load, blank panels; RS-232, USB, dry contacts, EPO, (2) intelligent slots for optional cards (Web/SNMP, Relay, Modbus); Communication Software and Cable. UL-1778 (TUV), cUL, FCC, RoHS; 2 year UPS and battery warranty (USA and Canada). Enclosure, Power Module, and Battery Module shipped seperately. Dims: 17.4"W X 33.7"D x 45.5"H. Weight: 711 lbs.	$ 31,385.00
M90C Battery Cabinet Bundles			
Part Number	**Model**	**Description**	**List Price**
	M90S-BC7-1	XPC M90C Battery Cabinet bundle; Includes XPC M90S-BC7 7 Slot External Battery Enclosure; (1) battery module; (6) blank panels; DC Breaker; Casters. 2 year battery warranty (USA and Canada). Increases runtime to __ minutes runtime @ __KVA/__KW load; Enclosure and Battery Modules shipped seperately. Dims: 17.4"W X 33.7"D x 45.5"H. Weight: 269 lbs	$ 7,408.00
	M90S-BC7-2	XPC M90C Battery Cabinet bundle; Includes XPC M90S-BC7 7 Slot External Battery Enclosure; (2) battery module; (5) blank panels; DC Breaker; Casters. 2 year battery warranty (USA and Canada). Increases runtime to __ minutes runtime @ __KVA/__KW load; Enclosure and Battery Modules shipped seperately. Dims: 17.4"W X 33.7"D x 45.5"H. Weight: 376 lbs	$ 9,440.00
	M90S-BC7-3	XPC M90C Battery Cabinet bundle; Includes XPC M90S-BC7 7 Slot External Battery Enclosure; (3) battery module; (4) blank panels; DC Breaker; Casters. 2 year battery warranty (USA and Canada). Increases runtime to __ minutes runtime @ __KVA/__KW load; Enclosure and Battery Modules shipped seperately. Dims: 17.4"W X 33.7"D x 45.5"H. Weight: 483 lbs	$ 11,472.00
	M90S-BC7-4	XPC M90C Battery Cabinet bundle; Includes XPC M90S-BC7 7 Slot External Battery Enclosure; (4) battery module; (3) blank panels; DC Breaker; Casters. 2 year battery warranty (USA and Canada).. Increases runtime to __ minutes runtime @ __KVA/__KW load; Enclosure and Battery Modules shipped seperately. Dims: 17.4"W X 33.7"D x 45.5"H. Weight: 590 lbs	$ 13,504.00
	M90S-BC7-5	XPC M90C Battery Cabinet bundle; Includes XPC M90S-BC7 7 Slot External Battery Enclosure; (5) battery module; (2) blank panels; DC Breaker; Casters. 2 year battery warranty (USA and Canada). Increases runtime to __ minutes runtime @ __KVA/__KW load; Enclosure and Battery Modules shipped seperately. Dims: 17.4"W X 33.7"D x 45.5"H. Weight: 697 lbs	$ 15,536.00
	M90S-BC7-6	XPC M90C Battery Cabinet bundle; Includes XPC M90S-BC7 7 Slot External Battery Enclosure; (6) battery module; (1) blank panel; DC Breaker; Casters. 2 year battery warranty (USA and Canada). Increases runtime to __ minutes runtime @ __KVA/__KW load; Enclosure and Battery Modules shipped seperately. Dims: 17.4"W X 33.7"D x 45.5"H. Weight: 804 lbs	$ 17,568.00
	M90S-BC7-7	XPC M90C Battery Cabinet bundle; Includes XPC M90S-BC7 7 Slot External Battery Enclosure; (7) battery modules; DC Breaker; Casters. 2 year battery warranty (USA and Canada).. Increases runtime to __ minutes runtime @ __KVA/__KW load; Enclosure and Battery Modules shipped seperately. Dims: 17.4"W X 33.7"D x 45.5"H. Weight: 911 lbs	$ 19,600.00
Connectivity Options			
Part Number	**Model**	**Description**	**List Price**
90001245	SNMP-2PG1	Internal two port SNMP/WEB Card for use with M90C, M90 and M90L Series UPS; Allows for monitoring and management of UPS through a web browser or SNMP platform: Provides shutdown of remote clients via LAN, and Email Notification of UPS status and events. Compatible with SNMP-TMPH teperature and humidity probe; Packaging = 5.7"W x 5.2"D x 1.7"H, 0.3 lbs	$ 649.00
90000398	SNMP-TMPH	Temperature and humidity Probe - used with SNMP-2PG1 SNMP/WEB Card. Packaging = 7.25"W x 6.0"D x 2.5"H, 1.0 lbs	$ 299.00

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90000267	MODBUS-IN	MODBUS CARD for use with the XPC UPS; packaging = 7.25" x 6.0" x 2.5", 1.0 lbs	$ 319.00
90000265	RELAY-MINI	Dry Contact RELAY CARD with DB9 & terminal block adapter; packaging = 7.25" x 6.0" x 2.5", 1.0 lbs	$ 120.00
Warranty and Service Options			
Part Number	**Model**	**Description**	**List Price**
90001290	MCSU58OS1	M90C 5x8 Startup and 1 year on-site warranty. For Zone 1 (within 100 miles of XPC Service Center). StartUP includes verification of installation, inspection of UPS and commisioning of UPS by the Startup technician. On-site Warranty covers labor for corrective maintenance.	$ 3,900.00
90001291	MCSU58OS2	M90C 5x8 Startup and 2 year on-site warranty. For Zone 1 (within 100 miles of XPC Service Center). StartUP includes verification of installation, inspection of UPS and commisioning of UPS by the Startup technician. On-site Warranty covers labor for corrective maintenance.	$ 4,500.00
90001292	MCSU58OS3	M90C 5x8 Startup and 3 year on-site warranty. For Zone 1 (within 100 miles of XPC Service Center). StartUP includes verification of installation, inspection of UPS and commisioning of UPS by the Startup technician. On-site Warranty covers labor for corrective maintenance.	$ 5,100.00
90001293	MCSU724OS1	M90C 7x24 Startup and 1 year on-site warranty. For Zone 1 (within 100 miles of XPC Service Center). StartUP includes verification of installation, inspection of UPS and commisioning of UPS by the Startup technician. On-site Warranty covers labor for corrective maintenance.	$ 5,070.00
90001294	MCSU724OS2	M90C 7x24 Startup and 2 year on-site warranty. For Zone 1 (within 100 miles of XPC Service Center). StartUP includes verification of installation, inspection of UPS and commisioning of UPS by the Startup technician. On-site Warranty covers labor for corrective maintenance.	$ 5,850.00
90001295	MCSU724OS3	M90C 7x24 Startup and 3 year on-site warranty. For Zone 1 (within 100 miles of XPC Service Center). StartUP includes verification of installation, inspection of UPS and commisioningof UPS by the Startup technician. On-site Warranty covers labor for corrective maintenance.	$ 6,630.00
90001296	MCPM58	M90C Preventative Maintenance Service, 5x8. For Zone 1 (within 100 miles of XPC Service Center).	$ 3,500.00
90001297	MCPM724	M90C Preventative Maintenance Service, 7x24. For Zone 1 (within 100 miles of XPC Service Center).	$ 4,550.00
90000538	SVCADD	Service adder for locations further than 100 miles.	$ 1,050.00
M90U and M90LU (Unity PF) Series Modular Double Conversion 3-Phase			
Part Number	**Model**	**Description**	**List Price**
99000872	M90-ENC (Unity PF)	Xtreme Power M90U (Unity PF) Series modular online 208/120 VAC three-phase UPS **enclosure set up for internal battery**. Includes 5.7" LCD, static switch, and maintenance bypass switch ; 94% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCCA, RoHS; 2 Year Parts Warranty; Start-up and onsite labor is not included; 20.3" W x 39.4" D x 54.0" H. 474 lbs. Enclosure can accomodate up to 3 x 20k for 60KVA for 45KVA (or 3 x 15K for 45KVA) M90 (Unity PF) Power Modules and up to 12 M90 battery trays. **Power modules and battery trays ordered seperately.**	$ 14,200.00
99000873	M90L-ENC (Unity PF)	Xtreme Power M90U (Unity PF) Series modular online 208/120 VAC three-phase UPS **enclosure set up for external battery** (no internal batteries). Includes 5.7" LCD, static switch, and maintenance bypass switch ; 94% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCCA, RoHS; 2 Year Parts Warranty; Start-up and onsite labor is not included; 20.3" W x 39.4" D x 30" H. 227 lbs. Enclosure can accomodate up to 3 x 20k for 60KVA (or 3 x 15K for 45KVA) M90U (Unity PF) Power Modules. **Power modules and external battery ordered seperately.**	$ 10,300.00
99000870	M90-PWRM (Unity PF)	Xtreme Power M90U Series 20kVA/20kW power module. 208/120 VAC three-phase; 19.5" W x 29.5" D x 5.5" H. 74 lbs. Unity PF	$ 8,500.00
99000871	M90-PWRM15 (Unity PF)	Xtreme Power M90U Series 15kVA/15kW power module. 208/120 VAC three-phase; 19.5" W x 29.5" D x 5.5" H. 73 lbs. Unity PF	$ 6,700.00
90000563	M90-BATT	Xtreme Power M90 battery tray for M90, M90U, M90-BOS. Includes (10) UPS 12580 batteries. Four (4) battery trays required for each 20kVA/18kW supported. ___ Battery trays provide __ minutes runtime @ __KVA load. 2 year Warranty; 4,3" W x 28.5" D x 6.5" H; 68 lbs.	$ 890.00
90000885	M90-BATT-EMPTY	Xtreme Power M90 empty battery tray for M90, M90U, M90-BOS. Includes battery interconnection cables. No batteries included. Minumum of four (4) battery trays required for each 20kVA/18kW supported. 4,3" W x 28.5" D x 6.5" H; 10 lbs.	$ 460.00
90000852	M90-BOS	M90L Matching Battery Cabinet. Holds up to (12) M90-BATT battery trays. 20.3"W x 39.4"D x 30"H; 227 lbs. M90-BATT battery trays ordered seperately.	$ 5,500.00
90000716	M90-BC	External Modular Battery Cabinet. Holds up to 32 M90-BCBAT battery modules. 23.6"W x 43.8"D x 79.1"H; 416 lbs. Battery modules ordered seperately. Battery Cabinet to UPS Cable not included. Optional M90-CBL - Battery Cabinet to M9080 or M90140 Cable Available.	$ 12,200.00
90000764	M90-BCBAT	M90-BC Battery Module with (5)HR1290 batteries for M90-BC Battery Cabinet. 7.3"W x 38.5"D x 3.2"H; 85 lbs. Four modules required for each string.	$ 1,025.00
90000851	M90-BCBT	Empty Battery Tray for M90-BC External Battery Cabinet. 7.3"W x 38.5"D x 3.2"H; 14 lbs. Batteries ordered seperately.	$ 500.00
90000565	M90 SKIRT	Xtreme Power M90(L) Skirt Kit. Installs between the UPS and floor to cover the casters and open space below UPS. Dims: TBD, 20 lbs.	$ 380.00

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90000678	M90-SEIS	Xtreme Power M90-ENC Seismic Anchor Kit. Includes Site Specific Seismic Calculations with State of California Engineer Stamp. Lead time 3-4 weeks ARO. Weight: 15 lbs. Requires site specific information to be submitted at time of order. One Kit required for each UPS.	$ 1,900.00
	M90LU-SEIS	Xtreme Power M90L-ENC Seismic Anchor Kit. Includes Site Specific Seismic Calculations with State of California Engineer Stamp. Lead time 3-4 weeks ARO. Weight: 15 lbs. Requires site specific information to be submitted at time of order. One Kit required for each UPS .	$ 1,900.00
	M90BC-SEIS	Xtreme Power M90-BC Seismic Anchor Kit. Includes Site Specific Seismic Calculations with State of California Engineer Stamp. Lead time 3-4 weeks ARO. Weight: 15 lbs. Requires site specific information to be submitted at time of order. One Kit required for each M90-BC battery cabinet.	$ 1,900.00
M90 Bundles (with internal batteries)			
Part Number	**Model**	**Description**	**List Price**
Bundle	M90U-15k04BM	Xtreme Power M90U Series 15KVA/15kW modular online 208/120 VAC three-phase UPS enclosure with internal battery. Includes one 15kVA/15kW power module; four (4) battery trays providing 9 minutes runtime at 15kVA load; 5.7" LCD, static switch, and maintenance bypass switch ; 94% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCCA, RoHS; 2 Year Parts Warranty; Start-up and onsite labor is not included; 20.3" W x 39.4" D x 54.0" H. 819 lbs. Enclosure can accommodate up to 2 additional 15k M90 (Unity PF) Power Modules and up to 8 additional M90 battery trays.	$ 24,460.00
Bundle	M90U-15k06BM	Xtreme Power M90U Series 15KVA/15kW modular online 208/120 VAC three-phase UPS enclosure with internal battery. Includes one 15kVA/15kW power module; six (6) battery trays providing 16 minutes runtime at 15kVA load; 5.7" LCD, static switch, and maintenance bypass switch ; 94% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCCA, RoHS; 2 Year Parts Warranty; Start-up and onsite labor is not included; . 20.3" W x 39.4" D x 54.0" H. 955 lbs. Enclosure can accommodate up to 2 additional 15k M90 (Unity PF) Power Modules and up to 6 additional M90 battery trays.	$ 26,240.00
Bundle	M90U-15k08BM	Xtreme Power M90U Series 15KVA/15kW modular online 208/120 VAC three-phase UPS enclosure with internal battery. Includes one 15kVA/15kW power module; eight (8) battery trays providing 22 minutes runtime at 15kVA load; 5.7" LCD, static switch, and maintenance bypass switch ; 94% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCCA, RoHS; 2 Year Parts Warranty; Start-up and onsite labor is not included; . 20.3" W x 39.4" D x 54.0" H. 1090 lbs. Enclosure can accommodate up to 2 additional 15k M90 (Unity PF)Power Modules and up to 4 additional M90 battery trays.	$ 28,020.00
Bundle	M90U-15k10BM	Xtreme Power M90U Series 15KVA/15kW modular online 208/120 VAC three-phase UPS enclosure with internal battery. Includes one 15kVA/15kW power module; ten (10) battery trays providing 29 minutes runtime at 15kVA load; 5.7" LCD, static switch, and maintenance bypass switch ; 94% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCCA, RoHS; TAA Compliant; 2 Year Parts Warranty; Start-up and onsite labor is not included; . 20.3" W x 39.4" D x 54.0" H. 1225 lbs. Enclosure can accommodate up to 2 additional 15k M90 (Unity PF)Power Modules and up to 2 additional M90 battery trays.	$ 29,800.00
Bundle	M90U-15k12BM	Xtreme Power M90U Series 15KVA/15kW modular online 208/120 VAC three-phase UPS enclosure with internal battery. Includes one 15kVA/15kW power module; twelve (12) battery trays providing 37 minutes runtime at 15kVA load; 5.7" LCD, static switch, and maintenance bypass switch ; 94% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCCA, RoHS; TAA Compliant; 2 Year Parts Warranty; Start-up and onsite labor is not included; . 20.3" W x 39.4" D x 54.0" H. 1361 lbs. Enclosure can accommodate up to 2 additional 15k M90 (Unity PF) Power Modules.	$ 31,580.00
Bundle	M90U-20k04BM	Xtreme Power M90U Series 20KVA/20kW modular online 208/120 VAC three-phase UPS enclosure with internal battery. Includes one 20kVA/20kW power module; four (4) battery trays providing 6 minutes runtime at 20kVA load; 5.7" LCD, static switch, and maintenance bypass switch ; 94% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCCA, RoHS; 2 Year Parts Warranty; Start-up and onsite labor is not included; . 20.3" W x 39.4" D x 54.0" H. 820 lbs. Enclosure can accommodate up to 2 additional 20k M90 (Unity PF) Power Modules and up to 8 additional M90 battery trays.	$ 26,260.00
Bundle	M90U-20k06BM	Xtreme Power M90U Series 20KVA/20kW modular online 208/120 VAC three-phase UPS enclosure with internal battery. Includes one 20kVA/20kW power module; x six (6) battery trays providing 11 minutes runtime at 20kVA load; 5.7" LCD, static switch, and maintenance bypass switch ; 94% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCCA, RoHS; 2 Year Parts Warranty; Start-up and onsite labor is not included; . 20.3" W x 39.4" D x 54.0" H. 956 lbs. Enclosure can accommodate up to 2 additional 20k M90 (Unity PF) Power Modules and up to 6 additional M90 battery trays.	$ 28,040.00

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Bundle	M90U-20k08BM	Xtreme Power M90U Series 20KVA/20kW modular online 208/120 VAC three-phase UPS enclosure with internal battery. Includes one 20kVA/20kW power module; eight (8) battery trays providing 16 minutes runtime at 20kVA load; 5.7" LCD, static switch, and maintenance bypass switch ; 94% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCCA, RoHS; TAA Compliant; 2 Year Parts Warranty; Start-up and onsite labor is not included; . 20.3" W x 39.4" D x 54.0" H. 1092 lbs. Enclosure can accommodate up to 2 additional 20k M90 (Unity PF) Power Modules and up to 4 additional M90 battery trays.	$ 29,820.00
Bundle	M90U-20k10BM	Xtreme Power M90U Series 20KVA/20kW modular online 208/120 VAC three-phase UPS enclosure with internal battery. Includes one 20kVA/20kW power module; ten (10) battery trays providing 21 minutes runtime at 20kVA load; 5.7" LCD, static switch, and maintenance bypass switch ; 94% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCCA, RoHS; TAA Compliant; 2 Year Parts Warranty; Start-up and onsite labor is not included; . 20.3" W x 39.4" D x 54.0" H. 1228 lbs. Enclosure can accommodate up to 2 additional 20k M90 (Unity PF)Power Modules and up to 2 additional M90 battery trays.	$ 31,600.00
Bundle	M90U-20k12BM	Xtreme Power M90U Series 20KVA/20kW modular online 208/120 VAC three-phase UPS enclosure with internal battery. Includes one 20kVA/20kW power module; twelve (12) battery trays providing 26 minutes runtime at 20kVA load; 5.7" LCD, static switch, and maintenance bypass switch ; 94% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCCA, RoHS; TAA Compliant; 2 Year Warranty; . 20.3" W x 39.4" D x 54.0" H. 1364 lbs. Enclosure can accommodate up to 2 additional 20k M90 (Unity PF) Power Modules.	$ 33,380.00
Bundle	M90U-30k06BM	Xtreme Power M90U Series 30KVA/30kW modular online 208/120 VAC three-phase UPS enclosure with internal battery. Includes two 15kVA/15kW power modules; six (6) battery trays providing 6 minutes runtime at 30kVA load; 5.7" LCD, static switch, and maintenance bypass switch ; 94% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCCA, RoHS; TAA Compliant; 2 Year Parts Warranty; Start-up and onsite labor is not included; . 20.3" W x 39.4" D x 54.0" H. 1029 lbs. Enclosure can accommodate up to 1 additional 15k M90 (Unity PF)Power Module and up to 6 additional M90 battery trays.	$ 32,940.00
Bundle	M90U-30k08BM	Xtreme Power M90U Series 30KVA/30kW modular online 208/120 VAC three-phase UPS enclosure with internal battery. Includes two 15kVA/15kW power modules; eight (8) battery trays providing 9 minutes runtime at 30kVA load; 5.7" LCD, static switch, and maintenance bypass switch ; 94% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCCA, RoHS; TAA Compliant; 2 Year Parts Warranty; Start-up and onsite labor is not included; . 20.3" W x 39.4" D x 54.0" H. 1165 lbs. Enclosure can accommodate up to 1 additional 15k M90 (Unity PF)Power Module and up to 4 additional M90 battery trays.	$ 34,720.00
Bundle	M90U-30k10BM	Xtreme Power M90U Series 30KVA/30kW modular online 208/120 VAC three-phase UPS enclosure with internal battery. Includes two 15kVA/15kW power modules; ten (10) battery trays providing 12 minutes runtime at 30kVA load; 5.7" LCD, static switch, and maintenance bypass switch ; 94% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCCA, RoHS; TAA Compliant; 2 Year Parts Warranty; Start-up and onsite labor is not included; . 20.3" W x 39.4" D x 54.0" H. 1300 lbs. Enclosure can accommodate up to 1 additional 15k M90 (Unity PF) Power Module and up to 2 additional M90 battery trays.	$ 36,500.00
Bundle	M90U-30k12BM	Xtreme Power M90U Series 30KVA/30kW modular online 208/120 VAC three-phase UPS enclosure with internal battery. Includes two 15kVA/15kW power modules; twelve (12) battery trays providing 16 minutes runtime at 30kVA load; 5.7" LCD, static switch, and maintenance bypass switch ; 94% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCCA, RoHS; TAA Compliant; 2 Year Parts Warranty; Start-up and onsite labor is not included; . 20.3" W x 39.4" D x 54.0" H. 1436 lbs. Enclosure can accommodate up to 1 additional 15k M90 (Unity PF) Power Module.	$ 38,280.00
Bundle	M90U-40k08BM	Xtreme Power M90U Series 40KVA/40kW modular online 208/120 VAC three-phase UPS enclosure with internal battery. Includes two 20kVA/20kW power modules; eight (8) battery trays providing 6 minutes runtime at 40kVA load; 5.7" LCD, static switch, and maintenance bypass switch ; 94% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCCA, RoHS; TAA Compliant; 2 Year Parts Warranty; . 20.3" W x 39.4" D x 54.0" H. 1166 lbs. Enclosure can accomodate 1 additional 20k M90 (Unity PF) Power Module and 4 additional battery trays.	$ 38,320.00
Bundle	M90U-40k10BM	Xtreme Power M90U Series 40KVA/40kW modular online 208/120 VAC three-phase UPS enclosure with internal battery. Includes two 20kVA/20kW power modules; ten (10) battery trays providing 8 minutes runtime at 40kVA load; 5.7" LCD, static switch, and maintenance bypass switch ; 94% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCCA, RoHS; TAA Compliant; 2 Year Parts Warranty; . 20.3" W x 39.4" D x 54.0" H. 1302 lbs. Enclosure can accomodate 1 additional 20k M90 (Unity PF) Power Module and 2 additional battery trays.	$ 40,100.00

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Bundle	M90U-40k12BM	Xtreme Power M90 Series 40KVA/40kW modular online 208/120 VAC three-phase UPS enclosure with internal battery. Includes two 20kVA/20kW power modules; twelve (12) battery trays providing 11 minutes runtime at 40kVA load; 5.7" LCD, static switch, and maintenance bypass switch ; 94% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCCA, RoHS; TAA Compliant; 2 Year Parts Warranty; . 20.3" W x 39.4" D x 54.0" H. 1438 lbs. Enclosure can accommodate 1 additional 20k M90 (Unity PF) Power Module.	$ 41,880.00
Bundle	M90U-45k08BM	Xtreme Power M90U Series 45KVA/45kW modular online 208/120 VAC three-phase UPS enclosure with internal battery. Includes three 15kVA/15kW power modules; eight (8) battery trays providing 5 minutes runtime at 45kVA load; 5.7" LCD, static switch, and maintenance bypass switch ; 94% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCCA, RoHS; TAA Compliant; 2 Year Parts Warranty; Start-up and onsite labor is not included; . 20.3" W x 39.4" D x 54.0" H. 1239 lbs. Enclosure can accommodate up to 4 additional M90 battery trays.	$ 41,420.00
Bundle	M90U-45k10BM	Xtreme Power M90U Series 45KVA/45kW modular online 208/120 VAC three-phase UPS enclosure with internal battery. Includes three 15kVA/15kW power modules; ten (10) battery trays providing 7 minutes runtime at 45kVA load; 5.7" LCD, static switch, and maintenance bypass switch ; 94% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCCA, RoHS; TAA Compliant; 2 Year Parts Warranty; Start-up and onsite labor is not included; . 20.3" W x 39.4" D x 54.0" H. 1375 lbs. Enclosure can accommodate up to 2 additional M90 battery trays.	$ 43,200.00
Bundle	M90U-45k12BM	Xtreme Power M90U Series 45KVA/45kW modular online 208/120 VAC three-phase UPS enclosure with internal battery. Includes three 15kVA/15kW power modules; twelve (12) battery trays providing 9 minutes runtime at 45kVA load; 5.7" LCD, static switch, and maintenance bypass switch ; 94% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCCA, RoHS; TAA Compliant; 2 Year Parts Warranty; Start-up and onsite labor is not included; . 20.3" W x 39.4" D x 54.0" H. 1511 lbs.	$ 44,980.00
Bundle	M90U-60k10BM	Xtreme Power M90U Series 60KVA/60kW modular online 208/120 VAC three-phase UPS enclosure with internal battery. Includes three 20kVA/20kW power modules; ten (10) battery trays providing 4 minutes runtime at 60kVA load; 5.7" LCD, static switch, and maintenance bypass switch ; 94% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCCA, RoHS; TAA Compliant; 2 Year Parts Warranty; Start-up and onsite labor is not included; . 20.3" W x 39.4" D x 54.0" H. 1376 lbs. Enclosure can accommodate up to 2 additional M90 battery trays.	$ 48,600.00
Bundle	M90U-60k12BM	Xtreme Power M90U Series 60KVA/60kW modular online 208/120 VAC three-phase UPS enclosure with internal battery. Includes three 20kVA/20kW power modules; twelve (12) battery trays providing 6 minutes runtime at 60kVA load; 5.7" LCD, static switch, and maintenance bypass switch ; 94% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCCA, RoHS; TAA Compliant; 2 Year Parts Warranty; Start-up and onsite labor is not included; . 20.3" W x 39.4" D x 54.0" H. 1512 lbs.	$ 50,380.00
M90L Bundles (for use with external batteries)			
Part Number	**Model**	**Description**	**List Price**
Bundle	M90LU-15k	Xtreme Power M90LU Series 15KVA/15kW modular online 208/120 VAC three-phase UPS enclosure set up for external batteries. Includes one 15kVA/15kW power module; 5.7" LCD, static switch, and maintenance bypass switch ; 94% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCCA, RoHS; 2 Year Parts Warranty; Start-up and onsite labor is not included; . 20.3" W x 39.4" D x 30.0" H. 300 lbs. Enclosure can accommodate up to 2 additional 15k M90 (Unity PF) Power Modules.	$ 17,000.00
Bundle	M90LU-20k	Xtreme Power M90LU Series 20KVA/20kW modular online 208/120 VAC three-phase UPS enclosure set up for external batteries. Includes one 20kVA/20kW power module; 5.7" LCD, static switch, and maintenance bypass switch ; 94% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCCA, RoHS; 2 Year Parts Warranty; Start-up and onsite labor is not included; . 20.3" W x 39.4" D x 30.0" H. 301 lbs. Enclosure can accommodate up to 2 additional 20k M90 (Unity PF) Power Modules.	$ 18,800.00
Bundle	M90LU-30k	Xtreme Power M90LU Series 30KVA/30kW modular online 208/120 VAC three-phase UPS enclosure set up for external batteries. Includes two 15kVA/15kW power modules; 5.7" LCD, static switch, and maintenance bypass switch ; 94% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCCA, RoHS; TAA Compliant; 2 Year Parts Warranty; Start-up and onsite labor is not included; . 20.3" W x 39.4" D x 30.0" H. 373 lbs. Enclosure can accommodate up to one additional 15k M90 (Unity PF) Power Module.	$ 23,700.00
Bundle	M90LU-40k	Xtreme Power M90LU Series 40KVA/40kW modular online 208/120 VAC three-phase UPS enclosure set up for external batteries. Includes two 20kVA/20kW power modules; 5.7" LCD, static switch, and maintenance bypass switch ; 94% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCCA, RoHS; TAA Compliant; 2 Year Parts Warranty; Start-up and onsite labor is not included; . 20.3" W x 39.4" D x 30.0" H. 375 lbs. Enclosure can accommodate up to one additional 20k M90 (Unity PF) Power Module.	$ 27,300.00

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Bundle	M90LU-45k	Xtreme Power M90LU Series 45KVA/45kW modular online 208/120 VAC three-phase UPS enclosure set up for external batteries. Includes three 15kVA/15kW power modules; 5.7" LCD, static switch, and maintenance bypass switch ; 94% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCCA, RoHS; TAA Compliant; 2 Year Parts Warranty; Start-up and onsite labor is not included; . 20.3" W x 39.4" D x 30.0" H. 446 lbs.	$ 30,400.00
Bundle	M90LU-60k	Xtreme Power M90 Series 60KVA/60kW modular online 208/120 VAC three-phase UPS enclosure set up for external batteries. Includes three 20kVA/20kW power modules; 5.7" LCD, static switch, and maintenance bypass switch ; 94% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCCA, RoHS; TAA Compliant; 2 Year Parts Warranty; Start-up and onsite labor is not included; . 20.3" W x 39.4" D x 30.0" H. 449 lbs.	$ 35,800.00
External M90-BC Battery for use with M90L UPS			
Part Number	**Model**	**Description**	**List Price**
Bundle	M90-BC-04B	Xtreme Power M90-BC Modular Battery Cabinet bundle. Includes M90-BC Battery Cabinet and (4) M90-BCBAT Battery Modules providing __ minutes runtime at __kW load. Enclosure can accomodate up to 32 battery modules for longer runtime. Battery modules must be added in sets of four. Each battery string (4 modules) protected by a 100A breaker. Two Year Parts Warranty; UL-1778 (TUV), cUL, FCC A, RoHS, TAA Compliant ; 23.6"W x 43.3"D x 79.1"H; 756 lbs. Battery modules shipped on separate pallet. Additional battery modules ordered separately. Up to 2 battery cabinets can be paralleled with M90-BUS option. Battery Cabinet to UPS Cable not included. Optional M90-CBL - Battery Cabinet to M9080 or M90140 Cable Available.	$ 16,300.00
Bundle	M90-BC-08B	Xtreme Power M90-BC Modular Battery Cabinet bundle. Includes M90-BC Battery Cabinet and (8) M90-BCBAT Battery Modules providing __ minutes runtime at __kW load. Enclosure can accomodate up to 32 battery modules for longer runtime. Battery modules must be added in sets of four. Each battery string (4 modules) protected by a 100A breaker.Two Year Parts Warranty; UL-1778 (TUV), cUL, FCC A, RoHS, TAA Compliant ; 23.6"W x 43.3"D x 79.1"H; 1096 lbs. Battery modules shipped on separate pallet. Additional battery modules ordered separately. Up to 2 battery cabinets can be paralleled with M90-BUS option. Battery Cabinet to UPS Cable not included. Optional M90-CBL - Battery Cabinet to M9080 or M90140 Cable Available.	$ 20,400.00
Bundle	M90-BC-12B	Xtreme Power M90-BC Modular Battery Cabinet bundle. Includes M90-BC Battery Cabinet and (12) M90-BCBAT Battery Modules providing __ minutes runtime at __kW load. Enclosure can accomodate up to 32 battery modules for longer runtime. Battery modules must be added in sets of four. Each battery string (4 modules) protected by a 100A breaker.Two Year Parts Warranty; UL-1778 (TUV), cUL, FCC A, RoHS, TAA Compliant ; 23.6"W x 43.3"D x 79.1"H; 1436 lbs. Battery modules shipped on separate pallet. Additional battery modules ordered separately. Up to 2 battery cabinets can be paralleled with M90-BUS option. Battery Cabinet to UPS Cable not included. Optional M90-CBL - Battery Cabinet to M9080 or M90140 Cable Available.	$ 24,500.00
Bundle	M90-BC-16B	Xtreme Power M90-BC Modular Battery Cabinet bundle. Includes M90-BC Battery Cabinet and (16) M90-BCBAT Battery Modules providing __ minutes runtime at __kW load. Enclosure can accomodate up to 32 battery modules for longer runtime. Battery modules must be added in sets of four. Each battery string (4 modules) protected by a 100A breaker.Two Year Parts Warranty; UL-1778 (TUV), cUL, FCC A, RoHS, TAA Compliant ; 23.6"W x 43.3"D x 79.1"H; 1776 lbs. Battery modules shipped on separate pallet. Additional battery modules ordered separately. Up to 2 battery cabinets can be paralleled with M90-BUS option. Battery Cabinet to UPS Cable not included. Optional M90-CBL - Battery Cabinet to M9080 or M90140 Cable Available.	$ 28,600.00
Bundle	M90-BC-20B	Xtreme Power M90-BC Modular Battery Cabinet bundle. Includes M90-BC Battery Cabinet and (20) M90-BCBAT Battery Modules providing __ minutes runtime at __kW load. Enclosure can accomodate up to 32 battery modules for longer runtime. Battery modules must be added in sets of four. Each battery string (4 modules) protected by a 100A breaker. Two Year Parts Warranty; UL-1778 (TUV), cUL, FCC A, RoHS, TAA Compliant ; 23.6"W x 43.3"D x 79.1"H; 2116 lbs. Battery modules shipped on separate pallet. Additional battery modules ordered separately. Up to 2 battery cabinets can be paralleled with M90-BUS option. Battery Cabinet to UPS Cable not included. Optional M90-CBL - Battery Cabinet to M9080 or M90140 Cable Available.	$ 32,700.00
Bundle	M90-BC-24B	Xtreme Power M90-BC Modular Battery Cabinet bundle. Includes M90-BC Battery Cabinet and (24) M90-BCBAT Battery Modules providing __ minutes runtime at __kW load. Enclosure can accomodate up to 32 battery modules for longer runtime. Battery modules must be added in sets of four. Each battery string (4 modules) protected by a 100A breaker.Two Year Parts Warranty; UL-1778 (TUV), cUL, FCC A, RoHS, TAA Compliant ; 23.6"W x 43.3"D x 79.1"H; 2456 lbs. Battery modules shipped on separate pallet. Additional battery modules ordered separately. Up to 2 battery cabinets can be paralleled with M90-BUS option. Battery Cabinet to UPS Cable not included. Optional M90-CBL - Battery Cabinet to M9080 or M90140 Cable Available.	$ 36,800.00

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Bundle	M90-BC-28B	Xtreme Power M90-BC Modular Battery Cabinet bundle. Includes M90-BC Battery Cabinet and (28) M90-BCBAT Battery Modules providing __ minutes runtime at __kW load. Enclosure can accomodate up to 32 battery modules for longer runtime. Battery modules must be added in sets of four. Each battery string (4 modules) protected by a 100A breaker.Two Year Parts Warranty; UL-1778 (TUV), cUL, FCC A, RoHS, TAA Compliant ; 23.6"W x 43.3"D x 79.1"H; 2796 lbs. Battery modules shipped on separate pallet. Additional battery modules ordered separately. Up to 2 battery cabinets can be paralleled with M90-BUS option. Battery Cabinet to UPS Cable not included. Optional M90-CBL - Battery Cabinet to M9080 or M90140 Cable Available.	$ 40,900.00
Bundle	M90-BC-32B	Xtreme Power M90-BC Modular Battery Cabinet bundle. Includes M90-BC Battery Cabinet and (32) M90-BCBAT Battery Modules providing __ minutes runtime at __kW load. Each battery string (4 modules) protected by a 100A breaker. Two Year Parts Warranty; UL-1778 (TUV), cUL, FCC A, RoHS, TAA Compliant ; 23.6"W x 43.3"D x 79.1"H; 3136 lbs. Battery modules shipped on separate pallet. Up to 2 battery cabinets can be paralleled with M90-BUS option. Battery Cabinet to UPS Cable not included. Optional M90-CBL - Battery Cabinet to M9080 or M90140 Cable Available.	$ 45,000.00
External M90-BOS Battery for use with M90L UPS			
Part Number	**Model**	**Description**	**List Price**
Bundle	M90-BOS-04B	M90L Matching Battery Cabinet with (4) M90-BATT battery trays. 20.3"W x 39.4"D x 30"H; 499 lbs. Can hold up to (8) additional M90-BATT battery trays.	$ 9,060.00
Bundle	M90-BOS-06B	M90L Matching Battery Cabinet with (6) M90-BATT battery trays. 20.3"W x 39.4"D x 30"H; 635 lbs. Can hold up to (6) additional M90-BATT battery trays.	$ 10,840.00
Bundle	M90-BOS-08B	M90L Matching Battery Cabinet with (8) M90-BATT battery trays. 20.3"W x 39.4"D x 30"H; 771 lbs. Can hold up to (4) additional M90-BATT battery trays.	$ 12,620.00
Bundle	M90-BOS-10B	M90L Matching Battery Cabinet with (10) M90-BATT battery trays. 20.3"W x 39.4"D x 30"H; 907 lbs. Can hold up to (2) additional M90-BATT battery trays.	$ 14,440.00
Bundle	M90-BOS-12B	M90L Matching Battery Cabinet with (12) M90-BATT battery trays. 20.3"W x 39.4"D x 30"H; 1043 lbs.	$ 16,180.00
External Maintenance Bypass Options (wallmount)			
Part Number	**Model**	**Description**	**List Price**
	90885-C208310ECA060A06013MB	Three-Breaker Maintenance Bypass Switch; 208VAC, 60 A, **10kAIC**; Wallmount; includes Bypass Input Breaker, Maintenance Isolation Breaker, and Maintenance Bypass Breaker, kirk-key locks, lockable front panel. 22"W x 24"H x 9"D; 55 lbs. **For Use with E91 15kVA and all M90 Family 15kVA UPS**	Call For Price
	90885-C208310ECA080A08013MB	Three-Breaker Maintenance Bypass Switch; 208VAC, 60 A, **10kAIC**; Wallmount; includes Bypass Input Breaker, Maintenance Isolation Breaker, and Maintenance Bypass Breaker, kirk-key locks, lockable front panel. 22"W x 24"H x 9"D; 55 lbs. **For Use with E91 20kVA and all M90 Family 20kVA UPS**	Call For Price
	90880-C208322ECA125A12502MB	Three-Breaker Maintenance Bypass Switch; 208VAC, 125 A, **22kAIC**; Wallmount; includes Bypass Input Breaker, Maintenance Isolation Breaker, and Maintenance Bypass Breaker, kirk-key locks, lockable front panel. 30"W x 36"H x 10"D; 110 lbs. **For Use with E91 30kVA and all M90 Family 30kVA UPS**	Call For Price
	90880-C208322ECA175A17502MB	Three-Breaker Maintenance Bypass Switch; 208VAC, 175 A, **22kAIC**; Wallmount; includes Bypass Input Breaker, Maintenance Isolation Breaker, and Maintenance Bypass Breaker, kirk-key locks, lockable front panel. 30"W x 36"H x 10"D; 110 lbs. **For Use with all M90 Family up to 45kVA UPS**	Call For Price
	90881-C208365ECA250A25002MB	Three-Breaker Maintenance Bypass Switch; 208VAC, 250 A, **65kAIC**; Wallmount; includes Bypass Input Breaker, Maintenance Isolation Breaker, and Maintenance Bypass Breaker, kirk-key locks, lockable front panel. 30"W x 42"H x 11"D; 125 lbs. **For Use with all M90 Family up to 60kVA**	Call For Price
Note:	You can add 24V SKRU to 90880, 90881, and 90843 (not 90885) Series switches. You must replace the "02" in the P/N with "44"		
Contact XPC for MBS with distribution and/or transformer options.			
Connectivity Options			
Part Number	**Model**	**Description**	**List Price**
90000566	SNMP-2P3	Internal two port SNMP/WEB Card for use with E91, M90(U) and X90 Series UPS; Allows for monitoring and management of UPS through a web browser or SNMP platform: Provides shutdown of remote clients via LAN, and Email Notification of UPS status and events. Compatible with SNMP-EMD Environmental Monitor; Packaging = 5.7"W x 5.2"D x 1.7"H, 0.3 lbs	$ 349.00
90000267	MODBUS-IN	MODBUS CARD for use with the E91, M90(U) and X90 Series UPS; packaging = 7.25" x 6" x 2.5", 1 lbs	$ 319.00
)000398	SNMP-EMD	Environmental Monitoring Sensor to monitor room temperature and humidity - used with SNMP-2P3 SNMP/WEB Card. Packaging = 5.7"W x 5.2"D x 1.7"H, 0.3 lbs	$ 180.00
90000498	M90-COMM	Extra Communications card for M90. Allows for (6) programmable Form C relay contact outputs, (2) external Form C contact inputs, and up to (4) optional external temperature probe inputs and provides an additional card slot for Web/SNMP card . Packaging = 5.7"W x 5.2"D x 1.7"H, 0.3 lbs	$ 370.00
	M90-BTS	Battery Temperature Sensor. Allows M90 and X90 Series UPS to monitor battery temperature and provide temperature compensated battery charging. A single temperature sensor can connect to temperature port on UPS chassis. Up to four additional temperature sensors can be connected with optional M90-COMM communication card. Temperature sensor has 3 meter cable. Packaging = 5.7"W x 5.2"D x 1.7"H, 0.3 lbs	$ 66.00
Service Options			
Part Number	**Model**	**Description**	**List Price**

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90000570	M90SUS81	M90, and M90L 5x8 Startup and 1 year on-site warranty. For Zone 1 (within 100 miles of XPC Service Center). StartUP includes installation of the power modules and Internal battery trays, where applicable, by the Startup technician.	$ 4,900.00
90000571	M90SUS82	M90, M90L, E90 and M90S 5x8 Startup and 2 year on-site warranty. For Zone 1 (within 100 miles of XPC Service Center). StartUP includes installation of the power modules and Internal battery trays, where applicable, by the Startup technician.	$ 5,500.00
90000593	M90SUS83	M90, M90L, E90 and M90S 5x8 Startup and 3 year on-site warranty. For Zone 1 (within 100 miles of XPC Service Center). StartUP includes installation of the power modules and Internal battery trays, where applicable, by the Startup technician.	$ 8,400.00
90000592	M90SU7242	M90, M90L, E90 and M90S 7x24 Startup and 2 year on-site warranty. For Zone 1 (within 100 miles of XPC Service Center). StartUP includes installation of the power modules and Internal battery trays, where applicable, by the Startup technician.	$ 7,150.00
90000647	M90SU7245	M90, M90L, E90 and M90S Startup 7x24 and 5 year On-Site Warranty. For Zone 1 (within 100 miles of XPC Service Center). Does not include preventative maintenance visits.	$ 17,900.00
90000594	M90EXW1YR	M90, M90L, E90 and M90S One year extention of factory warranty. This warranty covers parts and depot repair labor.	$ 3,200.00
90000648	M90PM724	M90, M90L, E90 and M90S Preventative Maintenance Service, 7x24. For Zone 1 (within 100 miles of XPC Service Center).	$ 4,600.00
90000538	SVCADD	Service adder for locations further than 100 miles.	$ 1,050.00
90000730	MSOS3BM	On-Site 3 Year Warranty for M90-BCBAT Battery Module. Three year coverage includes replacement parts and on-site corrective maintenance. Services are 5x8. Purchase one On-Site 3 Year Warranty Plan for each M90-BCBAT Battery Module. Startup with 3 year on-site must be purchased for the M90 UPS System.	$ 350.00
M90U-80 and M90U-140 Series (Unity PF) Modular Double Conversion Three-Phase Detailed Price Sheet			
M90U-80 Series Ala Carte Solutions			
99000874	M90-ENC80 (Unity PF)	Xtreme Power M90U-80 Series (Unity PF) modular online 208/120 VAC three-phase UPS enclosure set up for internal or external battery (no internal batteries). Includes 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch , hot swappable internal batteries; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS, Energy Star; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 657 lbs. Enclosure can accomodate up to 4 x 15kVA or 20kVA M90 (Unity PF)Power Modules for up to 80KVA capacity and up to 16 x M90-80BAT battery modules. Power modules, internal battery modules and external battery ordered separately.	$ 20,000.00
99000870	M90-140-ENC (Unity PF)	Xtreme Power M90-140 Series (Unity PF) modular online 208/120 VAC three-phase UPS enclosure set up for external battery (no internal batteries). Includes 10" LCD touch screen, front mounted front mounted maintenance bypass with static switch interlock, modular static switch; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 657 lbs. Enclosure can accomodate up to 8 x 20kVA or 15kVA M90 (Unity PF) Power Modules for maximum 140KVA N+1 capacity. Power modules and external battery ordered separately.	$ 26,000.00
99000870	M90-PWRM (Unity PF)	Xtreme Power M90U Series 20kVA/20kW power module. 208/120 VAC three-phase; 19.5" W x 29.5" D x 5.5" H. 74 lbs. Unity PF	$ 8,500.00
99000871	M90-PWRM15 (Unity PF)	Xtreme Power M90U Series 15kVA/15kW power module. 208/120 VAC three-phase; 19.5" W x 29.5" D x 5.5" H. 73 lbs. Unity PF	$ 6,700.00
90000763	M90-80BAT	Internal Battery Module for M90-80 UPS. Contains (10) CSB 12580 Batteries each, 2 battery modules required per string, must be purchased in multiplies of 2, (xx) battery modules will provide __ **minutes runtime @ ___kW load,** Dims: 4.3"W x 28.5"D x 6.5"H, Weight 70 lbs.	$ 990.00
90000716	M90-BC	M90-80 and M90-140 Matching External Modular Battery Cabinet. Holds up to (32) x M90-BCBAT Battery Modules; 2 Year Warranty, Dims 23.6"W x 43.3"D x 79.1"H, Weight 416 lbs. Battery Cabinet to UPS Cable not included. Optional M90-CBL - Battery Cabinet to M9080 or M90140 Cable Available.	$ 12,200.00
90000764	M90-BCBAT	Battery Module for M90-BC External Battery Cabinet. Contains (5) CSB HR1290 Batteries each, 4 battery modules required per string, must be purchased in multiplies of 4, (xx) battery modules will provide ___ **minutes runtime @ ___kW load,** Dims: 7.3"W x 38.5"D x 3.2"H, Weight 85 lbs.	$ 1,025.00
90000850	M90-80BT	Empty Battery Tray for M90-80. Each tray can hold 10 x 12V, 9AH batteries per tray. Two trays required for a full string. Dims; 4.3"H x 28.5" D x 6.5" H, 15 lbs. Includes battery to battery cabling. Batteries ordered seperately.	$ 500.00
90000851	M90-BCBT	Empty Battery Tray for M90-BC. Each Tray can hold 5 x 12V, 20AH batteries per tray. Four trays required for a full string. Dims; 7.3"H x 38.5" D x 3.2" H, 14 lbs. Includes battery to battery cabling. Batteries ordered seperately.	$ 525.00
90000767	M90-BUS	Bus Bar Kit for paralleled M90-BC External Battery Cabinets. Dims: 20"W x 4"D x 2.5"H, Weight 9 lbs.	$ 500.00

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90001213	M90-CBL	Cable kit for connecting M90-BC battery cabinet to M90U-140 or M90U-80 UPS. Includes 8' cables and lugs. Pricing for longer length cables is available upon request. Quantity 2 required for M90U-140 UPS Systems.	$ 1,050.00
	M90U80-SEIS	Xtreme Power M90-ENC80 Seismic Anchor Kit. Includes Site Specific Seismic Calculations with State of California Engineer Stamp. Lead time 3-4 weeks ARO. Weight: 15 lbs. Requires site specific information to be submitted at time of order. One Kit required for each UPS .	$ 1,900.00
	M90U140-SEIS	Xtreme Power M90-ENC140 Seismic Anchor Kit. Includes Site Specific Seismic Calculations with State of California Engineer Stamp. Lead time 3-4 weeks ARO. Weight: 15 lbs. Requires site specific information to be submitted at time of order. One Kit required for each UPS .	$ 1,900.00
	M90BC-SEIS	Xtreme Power M90-BC Seismic Anchor Kit. Includes Site Specific Seismic Calculations with State of California Engineer Stamp. Lead time 3-4 weeks ARO. Weight: 15 lbs. Requires site specific information to be submitted at time of order. One Kit required for each M90-BC battery cabinet.	$ 1,900.00
M90U-80 Series UPS Bundled Solutions with 20kVA Unity PF Power Modules			
Part Number	**Model**	**Description**	**List Price**
Bundle	M90U80-20K00B	Xtreme Power M90U-80 Series bundle; 20KVA/20KW; Modular online 208/120 VAC three-phase UPS set up for external battery (no internal batteries). Includes (1) Power Module, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch ; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 731 lbs. Enclosure can accomodate up to 4 x 20kVA M90 Power Modules for 80KVA capacity. Power module(s) shipped on separate pallet. Additional power modules and external battery ordered separately.	$ 28,500.00
Bundle	M90U80-20K04B	Xtreme Power M90U-80 Series bundle; 20KVA/20KW; Modular online 208/120 VAC three-phase UPS with internal battery. Includes (1) Power Module, (4) M90-80BAT Battery Modules providing 6 minutes runtime at 20KW load, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch ; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 1011 lbs. Enclosure can accomodate up to 4 x 20kVA M90 (Unity PF) Power Modules for 80KVA capacity and up to 16 battery modules for longer runtime. Power and battery modules shipped on separate pallet. Additional power and battery modules ordered separately.	$ 32,460.00
Bundle	M90U80-20K06B	Xtreme Power M90U-80 Series bundle; 20KVA/20KW; Modular online 208/120 VAC three-phase UPS with internal battery. Includes (1) Power Module, (6) M90U-80BAT Battery Modules providing 11 minutes runtime at 20KW load, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch ; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 1151 lbs. Enclosure can accomodate up to 4 x 20kVA M90 (Unity PF) Power Modules for 80KVA capacity and up to 16 battery modules for longer runtime. Power and battery modules shipped on separate pallet. Additional power and battery modules ordered separately.	$ 34,440.00
Bundle	M90U80-20K08B	Xtreme Power M90U-80 Series bundle; 20KVA/20KW; Modular online 208/120 VAC three-phase UPS with internal battery. Includes (1) Power Module, (8) M90-80BAT Battery Modules providing 16 minutes runtime at 20KW load, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch ; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 1291 lbs. Enclosure can accomodate up to 4 x 20kVA M90 (Unity PF) Power Modules for 80KVA capacity and up to 16 battery modules for longer runtime. Power and battery modules shipped on separate pallet. Additional power and battery modules ordered separately.	$ 36,420.00
Bundle	M90U80-20K10B	Xtreme Power M90U-80 Series bundle; 20KVA/20KW; Modular online 208/120 VAC three-phase UPS with internal battery. Includes (1) Power Module, (10) M90-80BAT Battery Modules providing 21 minutes runtime at 20KW load, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch ; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 1431 lbs. Enclosure can accomodate up to 4 x 20kVA M90 (Unity PF) Power Modules for 80KVA capacity and up to 16 battery modules for longer runtime. Power and battery modules shipped on separate pallet. Additional power and battery modules ordered separately.	$ 38,400.00

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Bundle	M90U80-20K12B	Xtreme Power M90U-80 Series bundle; 20KVA/20KW; Modular online 208/120 VAC three-phase UPS with internal battery. Includes (1) Power Module, (12) M90-80BAT Battery Modules providing 26 minutes runtime at 20KW load, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch ; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 1571 lbs. Enclosure can accomodate up to 4 x 20kVA M90 (Unity PF) Power Modules for 80KVA capacity and up to 16 battery modules for longer runtime. Power and battery modules shipped on separate pallet. Additional power and battery modules ordered separately.	$ 40,380.00
Bundle	M90U80-20K14B	Xtreme Power M90U-80 Series bundle; 20KVA/20KW; Modular online 208/120 VAC three-phase UPS with internal battery. Includes (1) Power Module, (14) M90-80BAT Battery Modules providing 31 minutes runtime at 20KW load, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch ; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 1711 lbs. Enclosure can accomodate up to 4 x 20kVA M90 (Unity PF) Power Modules for 80KVA capacity and up to 16 battery modules for longer runtime. Power and battery modules shipped on separate pallet. Additional power and battery modules ordered separately.	$ 42,360.00
Bundle	M90U80-20K16B	Xtreme Power M90U-80 Series bundle; 20KVA/20KW; Modular online 208/120 VAC three-phase UPS with internal battery. Includes (1) Power Module, (16) M90-80BAT Battery Modules providing 37 minutes runtime at 20KW load, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch ; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 1851 lbs. Enclosure can accomodate up to 4 x 20kVA M90 (Unity PF) Power Modules for 80KVA capacity. Power and battery modules shipped on separate pallet. Additional power modules ordered separately.	$ 44,340.00
Bundle	M90U80-40K00B	Xtreme Power M90U-80 Series bundle; 40KVA/40KW; Modular online 208/120 VAC three-phase UPS set up for external battery (no internal batteries). Includes (2) Power Modules, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch ; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 805 lbs. Enclosure can accomodate up to 4 x 20kVA M90 (Unity PF) Power Modules for 80KVA capacity. Power module(s) shipped on separate pallet. Additional power modules and external battery ordered separately.	$ 37,000.00
Bundle	M90U80-40K08B	Xtreme Power M90U-80 Series bundle; 40KVA/40KW; Modular online 208/120 VAC three-phase UPS with internal battery. Includes (2) Power Modules, (8) M90-80BAT Battery Modules providing 6 minutes runtime at 40kW load, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 1365 lbs. Enclosure can accomodate up to 4 x 20kVA M90 (Unity PF) Power Modules for 80KVA capacity and up to 16 battery modules for longer runtime. Power and battery modules shipped on separate pallet. Additional power and battery modules ordered separately.	$ 44,920.00
Bundle	M90U80-40K10B	Xtreme Power M90U-80 Series bundle; 40KVA/40KW; Modular online 208/120 VAC three-phase UPS with internal battery. Includes (2) Power Modules, (10) M90-80BAT Battery Modules providing 8 minutes runtime at 40kW load, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 1505 lbs. Enclosure can accomodate up to 4 x 20kVA M90 (Unity PF) Power Modules for 80KVA capacity and up to 16 battery modules for longer runtime. Power and battery modules shipped on separate pallet. Additional power and battery modules ordered separately.	$ 46,900.00
Bundle	M90U80-40K12B	Xtreme Power M90U-80 Series bundle; 40KVA/40KW; Modular online 208/120 VAC three-phase UPS with internal battery. Includes (2) Power Modules, (12) M90U-80BAT Battery Modules providing 11 minutes runtime at 40kW load, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 1645 lbs. Enclosure can accomodate up to 4 x 20kVA M90 (Unity PF) Power Modules for 80KVA capacity and up to 16 battery modules for longer runtime. Power and battery modules shipped on separate pallet. Additional power and battery modules ordered separately.	$ 48,880.00

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Bundle	M90U80-40K14B	Xtreme Power M90U-80 Series bundle; 40KVA/40KW; Modular online 208/120 VAC three-phase UPS with internal battery. Includes (2) Power Modules, (14) M90-80BAT Battery Modules providing 13 minutes runtime at 40kW load, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 1785 lbs. Enclosure can accomodate up to 4 x 20kVA M90 (Unity PF) Power Modules for 80KVA capacity and up to 16 battery modules for longer runtime. Power and battery modules shipped on separate pallet. Additional power and battery modules ordered separately.	$ 50,860.00
Bundle	M90U80-40K16B	Xtreme Power M90U-80 Series bundle; 40KVA/40KW; Modular online 208/120 VAC three-phase UPS with internal battery. Includes (2) Power Modules, (16) M90-80BAT Battery Modules providing 13 minutes runtime at 40kW load, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 1925 lbs. Enclosure can accomodate up to 4 x 20kVA M90 (Unity PF) Power Modules for 80KVA capacity. Power and battery modules shipped on separate pallet. Additional power modules ordered separately.	$ 52,840.00
Bundle	M90U80-60K00B	Xtreme Power M90U-80 Series bundle; 60KVA/60KW; Modular online 208/120 VAC three-phase UPS set up for external battery (no internal batteries). Includes (3) Power Modules, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 879 lbs. Enclosure can accomodate up to 4 x 20kVA M90 (Unity PF) Power Modules for 80KVA capacity. Power module(s) shipped on separate pallet. Additional power modules and external battery ordered separately.	$ 45,500.00
Bundle	M90U80-60K10B	Xtreme Power M90U-80 Series bundle; 60KVA/60KW; Modular online 208/120 VAC three-phase UPS with internal battery. Includes (3) Power Modules, (10) M90-80BAT Battery Modules providing 4 minutes runtime at 60kW load, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 1579 lbs. Enclosure can accomodate up to 4 x 20kVA M90 (Unity PF) Power Modules for 80KVA capacity and up to 16 battery modules for longer runtime.. Power and battery modules shipped on separate pallet. Additional power and battery modules ordered separately.	$ 55,400.00
Bundle	M90U80-60K12B	Xtreme Power M90U-80 Series bundle; 60KVA/60KW; Modular online 208/120 VAC three-phase UPS with internal battery. Includes (3) Power Modules, (12) M90-80BAT Battery Modules providing 6 minutes runtime at 60kW load, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 1719 lbs. Enclosure can accomodate up to 4 x 20kVA M90 (Unity PF) Power Modules for 80KVA capacity and up to 16 battery modules for longer runtime.. Power and battery modules shipped on separate pallet. Additional power and battery modules ordered separately.	$ 57,380.00
Bundle	M90U80-60K14B	Xtreme Power M90U-80 Series bundle; 60KVA/60KW; Modular online 208/120 VAC three-phase UPS with internal battery. Includes (3) Power Modules, (14) M90-80BAT Battery Modules providing 8 minutes runtime at 60kW load, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 1859 lbs. Enclosure can accomodate up to 4 x 20kVA M90 (Unity PF) Power Modules for 80KVA capacity and up to 16 battery modules for longer runtime.. Power and battery modules shipped on separate pallet. Additional power and battery modules ordered separately.	$ 59,360.00
Bundle	M90U80-60K16B	Xtreme Power M90U-80 Series bundle; 60KVA/60KW; Modular online 208/120 VAC three-phase UPS with internal battery. Includes (3) Power Modules, (16) M90-80BAT Battery Modules providing 9 minutes runtime at 60kW load, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 1999 lbs. Enclosure can accomodate up to 4 x 20kVA M90 (Unity PF) Power Modules for 80KVA capacity. Power and battery modules shipped on separate pallet. Additional power modules ordered separately.	$ 61,340.00

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Bundle	M90U80-80K00B	Xtreme Power M90U-80 Series bundle; 80KVA/80KW; Modular online 208/120 VAC three-phase UPS set up for external battery (no internal batteries). Includes (4) Power Modules, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 953 lbs. Power module(s) shipped on separate pallet. External battery ordered separately.	$ 54,000.00
Bundle	M90U80-80K14B	Xtreme Power M90U-80 Series bundle ; 80KVA/80KW; Modular online 208/120 VAC three-phase UPS with internal battery. Includes (4) Power Modules, (14) M90-80BAT Battery Modules providing 4 minutes runtime at 80kW load, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 1933 lbs. Enclosure can accomodate up to 16 battery modules for longer runtime. Power and battery modules shipped on separate pallet. Additional battery modules ordered separately.	$ 67,860.00
Bundle	M90U80-80K16B	Xtreme Power M90U-80 Series bundle ; 80KVA/80KW; Modular online 208/120 VAC three-phase UPS with internal battery. Includes (4) Power Modules, (16) M90-80BAT Battery Modules providing 6 minutes runtime at 80kW load, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 2073 lbs. Power and battery modules shipped on separate pallet.	$ 69,840.00
M90U-80 Series UPS Bundled Solutions W/ 15kVA Unity PF Power Modules			
Bundle	M90U80-15k00B	Xtreme Power M90U-80 Series bundle; 15KVA/15KW; Modular online 208/120 VAC three-phase UPS set up for external battery (no internal batteries). Includes (1) Power Module, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 730 lbs. Enclosure can accomodate up to 4 x 15kVA M90 (Unity PF) Power Modules for 60KVA capacity. Power module(s) shipped on separate pallet. Additional power modules and external battery ordered separately.	$ 26,700.00
Bundle	M90U80-15k04B	Xtreme Power M90U-80 Series bundle; 15KVA/15KW; Modular online 208/120 VAC three-phase UPS with internal battery. Includes (1) Power Module, (4) M90-80BAT Battery Modules providing 9 minutes runtime at 15KW load, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 1010 lbs. Enclosure can accomodate up to 4 x 15kVA M90 (Unity PF) Power Modules for 60KVA capacity and up to 16 battery modules for longer runtime. Power and battery modules shipped on separate pallet. Additional power and battery modules ordered separately.	$ 30,660.00
Bundle	M90U80-15k06B	Xtreme Power M90U-80 Series bundle; 15KVA/15KW; Modular online 208/120 VAC three-phase UPS with internal battery. Includes (1) Power Module, (6) M90-80BAT Battery Modules providing 16 minutes runtime at 15KW load, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 1150 lbs. Enclosure can accomodate up to 4 x 15kVA M90 (Unity PF) Power Modules for 60KVA capacity and up to 16 battery modules for longer runtime. Power and battery modules shipped on separate pallet. Additional power and battery modules ordered separately.	$ 32,640.00
Bundle	M90U80-15k08B	Xtreme Power M90U-80 Series bundle; 15KVA/15KW; Modular online 208/120 VAC three-phase UPS with internal battery. Includes (1) Power Module, (8) M90-80BAT Battery Modules providing 22 minutes runtime at 15KW load, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 1290 lbs. Enclosure can accomodate up to 4 x 15kVA M90 (Unity PF) Power Modules for 60KVA capacity and up to 16 battery modules for longer runtime. Power and battery modules shipped on separate pallet. Additional power and battery modules ordered separately.	$ 34,620.00

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Bundle	M90U80-15k10B	Xtreme Power M90U-80 Series bundle; 15KVA/15KW; Modular online 208/120 VAC three-phase UPS with internal battery. Includes (1) Power Module, (10) M90-80BAT Battery Modules providing 29 minutes runtime at 15KW load, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 1430 lbs. Enclosure can accomodate up to 4 x 15kVA M90 (Unity PF) Power Modules for 60KVA capacity and up to 16 battery modules for longer runtime. Power and battery modules shipped on separate pallet. Additional power and battery modules ordered separately.	$ 36,600.00
Bundle	M90U80-15k12B	Xtreme Power M90U-80 Series bundle; 15KVA/15KW; Modular online 208/120 VAC three-phase UPS with internal battery. Includes (1) Power Module, (12) M90-80BAT Battery Modules providing 37 minutes runtime at 15KW load, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 1570 lbs. Enclosure can accomodate up to 4 x 15kVA M90 (Unity PF) Power Modules for 60KVA capacity and up to 16 battery modules for longer runtime. Power and battery modules shipped on separate pallet. Additional power and battery modules ordered separately.	$ 38,580.00
Bundle	M90U80-15k14B	Xtreme Power M90U-80 Series bundle; 15KVA/15KW; Modular online 208/120 VAC three-phase UPS with internal battery. Includes (1) Power Module, (14) M90-80BAT Battery Modules providing 44 minutes runtime at 15KW load, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 1710 lbs. Enclosure can accomodate up to 4 x 15kVA M90 (Unity PF) Power Modules for 60KVA capacity and up to 16 battery modules for longer runtime. Power and battery modules shipped on separate pallet. Additional power and battery modules ordered separately.	$ 40,560.00
Bundle	M90U80-15k16B	Xtreme Power M90U-80 Series bundle; 15KVA/15KW; Modular online 208/120 VAC three-phase UPS with internal battery. Includes (1) Power Module, (16) M90-80BAT Battery Modules providing 52 minutes runtime at 15KW load, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 1850 lbs. Enclosure can accomodate up to 4 x 15kVA M90 (Unity PF) Power Modules for 60KVA capacity. Power and battery modules shipped on separate pallet. Additional power modules ordered separately.	$ 42,540.00
Bundle	M90U80-30k00B	Xtreme Power M90U-80 Series bundle; 30KVA/30KW; Modular online 208/120 VAC three-phase UPS set up for external battery (no internal batteries). Includes (2) Power Modules, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 803 lbs. Enclosure can accomodate up to 4 x 15kVA M90 (Unity PF) Power Modules for 60KVA capacity. Power module(s) shipped on separate pallet. Additional power modules and external battery ordered separately.	$ 33,400.00
Bundle	M90U80-30k06B	Xtreme Power M90U-80 Series bundle; 30KVA/30KW; Modular online 208/120 VAC three-phase UPS with internal battery. Includes (2) Power Modules, (6) M90-80BAT Battery Modules providing 6 minutes runtime at 30kW load, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 1223 lbs. Enclosure can accomodate up to 4 x 15kVA M90 (Unity PF) Power Modules for 60KVA capacity and up to 16 battery modules for longer runtime. Power and battery modules shipped on separate pallet. Additional power and battery modules ordered separately.	$ 39,340.00
Bundle	M90U80-30k08B	Xtreme Power M90U-80 Series bundle; 30KVA/30KW; Modular online 208/120 VAC three-phase UPS with internal battery. Includes (2) Power Modules, (8) M90-80BAT Battery Modules providing 9 minutes runtime at 30KW load, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 1363 lbs. Enclosure can accomodate up to 4 x 15kVA M90 (Unity PF) Power Modules for 60KVA capacity and up to 16 battery modules for longer runtime. Power and battery modules shipped on separate pallet. Additional power and battery modules ordered separately.	$ 41,320.00

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Bundle	M90U80-30k10B	Xtreme Power M90U-80 Series bundle; 30KVA/30KW; Modular online 208/120 VAC three-phase UPS with internal battery. Includes (2) Power Modules, (10) M90-80BAT Battery Modules providing 12 minutes runtime at 30KW load, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 1503 lbs. Enclosure can accomodate up to 4 x 15kVA M90 (Unity PF) Power Modules for 60KVA capacity and up to 16 battery modules for longer runtime. Power and battery modules shipped on separate pallet. Additional power and battery modules ordered separately.	$ 43,300.00
Bundle	M90U80-30k12B	Xtreme Power M90U-80 Series bundle; 30KVA/30KW; Modular online 208/120 VAC three-phase UPS with internal battery. Includes (2) Power Modules, (12) M90-80BAT Battery Modules providing 16 minutes runtime at 30KW load, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 1643 lbs. Enclosure can accomodate up to 4 x 15kVA M90 (Unity PF) Power Modules for 60KVA capacity and up to 16 battery modules for longer runtime. Power and battery modules shipped on separate pallet. Additional power and battery modules ordered separately.	$ 45,280.00
Bundle	M90U80-30k14B	Xtreme Power M90U-80 Series bundle; 30KVA/30KW; Modular online 208/120 VAC three-phase UPS with internal battery. Includes (2) Power Modules, (14) M90-80BAT Battery Modules providing 19 minutes runtime at 30KW load, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 1783 lbs. Enclosure can accomodate up to 4 x 15kVA M90 (Unity PF) Power Modules for 60KVA capacity and up to 16 battery modules for longer runtime. Power and battery modules shipped on separate pallet. Additional power and battery modules ordered separately.	$ 47,260.00
Bundle	M90U80-30k16B	Xtreme Power M90U-80 Series bundle; 30KVA/30KW; Modular online 208/120 VAC three-phase UPS with internal battery. Includes (2) Power Modules, (16) M90-80BAT Battery Modules providing 22 minutes runtime at 30KW load, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 1923 lbs. Enclosure can accomodate up to 4 x 15kVA M90 (Unity PF) Power Modules for 60KVA capacity. Power and battery modules shipped on separate pallet. Additional power modules ordered separately.	$ 49,240.00
Bundle	M90U80-45k00B	Xtreme Power M90U-80 Series bundle; 45KVA/45KW; Modular online 208/120 VAC three-phase UPS set up for external battery (no internal batteries). Includes (3) Power Modules, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 876 lbs. Enclosure can accomodate up to 4 x 15kVA M90 (Unity PF) Power Modules for 60KVA capacity. Power module(s) shipped on separate pallet. Additional power modules and external battery ordered separately.	$ 40,100.00
Bundle	M90U80-45k08B	Xtreme Power M90U-80 Series bundle; 45KVA/45KW; Modular online 208/120 VAC three-phase UPS with internal battery. Includes (3) Power Modules, (8) M90-80BAT Battery Modules providing 5 minutes runtime at 45KW load, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 1436 lbs. Enclosure can accomodate up to 4 x 15kVA M90 (Unity PF) Power Modules for 60KVA capacity and up to 16 battery modules for longer runtime. Power and battery modules shipped on separate pallet. Additional power and battery modules ordered separately.	$ 48,020.00
Bundle	M90U80-45k10B	Xtreme Power M90U-80 Series bundle; 45KVA/45KW; Modular online 208/120 VAC three-phase UPS with internal battery. Includes (3) Power Modules, (10) M90-80BAT Battery Modules providing 7 minutes runtime at 45KW load, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 1576 lbs. Enclosure can accomodate up to 4 x 15kVA M90 (Unity PF) Power Modules for 60KVA capacity and up to 16 battery modules for longer runtime. Power and battery modules shipped on separate pallet. Additional power and battery modules ordered separately.	$ 50,000.00

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Bundle	M90U80-45k12B	Xtreme Power M90U-80 Series bundle; 45KVA/45KW; Modular online 208/120 VAC three-phase UPS with internal battery. Includes (3) Power Modules, (12) M90-80BAT Battery Modules providing 9 minutes runtime at 45KW load, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 1716 lbs. Enclosure can accomodate up to 4 x 15kVA M90 (Unity PF) Power Modules for 60KVA capacity and up to 16 battery modules for longer runtime. Power and battery modules shipped on separate pallet. Additional power and battery modules ordered separately.	$ 51,980.00
Bundle	M90U80-45k14B	Xtreme Power M90U-80 Series bundle; 45KVA/45KW; Modular online 208/120 VAC three-phase UPS with internal battery. Includes (3) Power Modules, (14) M90-80BAT Battery Modules providing 11 minutes runtime at 45KW load, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 1856 lbs. Enclosure can accomodate up to 4 x 15kVA M90 (Unity PF) Power Modules for 60KVA capacity and up to 16 battery modules for longer runtime. Power and battery modules shipped on separate pallet. Additional power and battery modules ordered separately.	$ 53,960.00
Bundle	M90U80-45k16B	Xtreme Power M90U-80 Series bundle; 45KVA/45KW; Modular online 208/120 VAC three-phase UPS with internal battery. Includes (3) Power Modules, (16) M90-80BAT Battery Modules providing 14 minutes runtime at 45KW load, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 1996 lbs. Enclosure can accomodate up to 4 x 15kVA M90 (Unity PF) Power Modules for 60KVA capacity. Power and battery modules shipped on separate pallet. Additional power modules ordered separately.	$ 55,940.00
Bundle	M90U80-60Ka00B	Xtreme Power M90U-80 Series bundle; 60KVA/60KW; Modular online 208/120 VAC three-phase UPS set up for external battery (no internal batteries). Includes (4) Power Modules, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 949 lbs. Power module(s) shipped on separate pallet.	$ 46,800.00
Bundle	M90U80-60Ka10B	Xtreme Power M90U-80 Series bundle; 60KVA/60KW; Modular online 208/120 VAC three-phase UPS with internal battery. Includes (4) Power Modules, (10) M90-80BAT Battery Modules providing 4 minutes runtime at 60KW load, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 1889 lbs. Enclosure can accomodate up to 16 battery modules for longer runtime. Power and battery modules shipped on separate pallet. Additional battery modules ordered separately.	$ 56,700.00
Bundle	M90U80-60Ka12B	Xtreme Power M90U-80 Series bundle; 60KVA/60KW; Modular online 208/120 VAC three-phase UPS with internal battery. Includes (4) Power Modules, (12) M90-80BAT Battery Modules providing 6 minutes runtime at 60KW load, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 2029 lbs. Enclosure can accomodate up to 16 battery modules for longer runtime. Power and battery modules shipped on separate pallet. Additional battery modules ordered separately.	$ 58,680.00
Bundle	M90U80-60Ka14B	Xtreme Power M90U-80 Series bundle; 60KVA/60KW; Modular online 208/120 VAC three-phase UPS with internal battery. Includes (4) Power Modules, (14) M90-80BAT Battery Modules providing 8 minutes runtime at 60KW load, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 2169 lbs. Enclosure can accomodate up to 16 battery modules for longer runtime. Power and battery modules shipped on separate pallet. Additional battery modules ordered separately.	$ 60,660.00

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Bundle	M90U80-60Ka16B	Xtreme Power M90U-80 Series bundle; 60KVA/60KW; Modular online 208/120 VAC three-phase UPS with internal battery. Includes (4) Power Modules, (16) M90-80BAT Battery Modules providing 9 minutes runtime at 60KW load, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 2309 lbs. Enclosure can accomodate up to 16 battery modules for longer runtime. Power and battery modules shipped on separate pallet.	$ 62,640.00
M90U-140 Series UPS Bundled Solutions with 20kVA Unity PF Power Modules (no batteries)			
Part Number	**Model**	**Description**	**List Price**
Bundle	M90U140-20K	Xtreme Power M90-140 Series bundle; 20KVA/20KW; Modular online 208/120 VAC three-phase UPS set up for external battery (no internal batteries). Includes (1) Power Module, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 731 lbs. Enclosure can accomodate up to 8 x 20kVA M90 (Unity PF) Power Modules for 140KVA N+1 capacity. Power module(s) shipped on separate pallet. Additional power modules and external battery ordered separately.	$ 34,500.00
Bundle	M90U140-40K	Xtreme Power M90-140 Series bundle; 40KVA/40KW; Modular online 208/120 VAC three-phase UPS set up for external battery (no internal batteries). Includes (2) Power Modules, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 805 lbs. Enclosure can accomodate up to 8 x 20kVA M90 (Unity PF) Power Modules for 140KVA N+1 capacity. Power Modules shipped on separate pallet. Additional power modules and external battery ordered separately.	$ 43,000.00
Bundle	M90U140-60K	Xtreme Power M90-140 Series bundle; 60KVA/60KW; Modular online 208/120 VAC three-phase UPS set up for external battery (no internal batteries). Includes (3) Power Modules, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 879 lbs. Enclosure can accomodate up to 8 x 20kVA M90 (Unity PF) Power Modules for 140KVA N+1 capacity. Power Modules shipped on separate pallet. Additional power modules and external battery ordered separately.	$ 51,500.00
Bundle	M90U140-80K	Xtreme Power M90-140 Series bundle; 80KVA/80KW; Modular online 208/120 VAC three-phase UPS set up for external battery (no internal batteries). Includes (4) Power Modules, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 953 lbs. Enclosure can accomodate up to 8 x 20kVA M90 (Unity PF) Power Modules for 140KVA N+1 capacity. Power Modules shipped on separate pallet. Additional power modules and external battery ordered separately.	$ 60,000.00
Bundle	M90U140-100K	Xtreme Power M90-140 Series bundle; 100KVA/100KW; Modular online 208/120 VAC three-phase UPS set up for external battery (no internal batteries). Includes (5) Power Modules, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 1027 lbs. Enclosure can accomodate up to 8 x 20kVA M90 (Unity PF) Power Modules for 140KVA N+1 capacity. Power Modules shipped on separate pallet. Additional power modules and external battery ordered separately.	$ 68,500.00
Bundle	M90U140-120K	Xtreme Power M90-140 Series bundle; 120KVA/120KW; Modular online 208/120 VAC three-phase UPS set up for external battery (no internal batteries). Includes (6) Power Modules, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 1101 lbs. Enclosure can accomodate up to 8 x 20kVA M90 (Unity PF) Power Modules for 140KVA N+1 capacity. Power Modules shipped on separate pallet. Additional power modules and external battery ordered separately.	$ 77,000.00

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Bundle	M90U140-140K	Xtreme Power M90-140 Series bundle; 140KVA/140KW; Modular online 208/120 VAC three-phase UPS set up for external battery (no internal batteries). Includes (7) Power Modules, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 1175 lbs. Enclosure can accomodate up to 8 x 20kVA M90 (Unity PF) Power Modules for 140KVA N+1 capacity. Power Modules shipped on separate pallet. Additional power modules and external battery ordered separately.	$ 85,500.00
Bundle	M90U140-140KN1	Xtreme Power M90-140 Series bundle; 140KVA/140KW (N+1); Modular online 208/120 VAC three-phase UPS set up for external battery (no internal batteries). Includes (8) Power Modules, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 1249 lbs. Power Modules shipped on separate pallet. External battery ordered separately.	$ 94,000.00
M90U-140 Series UPS Bundled Solutions with 15kVA Unity PF Power Modules (no batteries)			
Part Number	**Model**	**Description**	**List Price**
Bundle	M90U140-15K	Xtreme Power M90-140 Series bundle; 15KVA/15KW; Modular online 208/120 VAC three-phase UPS set up for external battery (no internal batteries). Includes (1) Power Module, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 730 lbs. Enclosure can accomodate up to 8 x 15kVA M90 (Unity PF) Power Modules for 105KVA N+1 capacity. Power module(s) shipped on separate pallet. Additional power modules and external battery ordered separately.	$ 32,700.00
Bundle	M90U140-30K	Xtreme Power M90-140 Series bundle; 30KVA/30KW; Modular online 208/120 VAC three-phase UPS set up for external battery (no internal batteries). Includes (2) Power Modules, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 803 lbs. Enclosure can accomodate up to 8 x 15kVA M90 (Unity PF) Power Modules for 105KVA N+1 capacity. Power Modules shipped on separate pallet. Additional power modules and external battery ordered separately.	$ 39,400.00
Bundle	M90U140-45K	Xtreme Power M90-140 Series bundle; 45KVA/45KW; Modular online 208/120 VAC three-phase UPS set up for external battery (no internal batteries). Includes (3) Power Modules, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 876 lbs. Enclosure can accomodate up to 8 x 15kVA M90 (Unity PF) Power Modules for 105KVA N+1 capacity. Power Modules shipped on separate pallet. Additional power modules and external battery ordered separately.	$ 46,100.00
Bundle	M90U140-60Ka	Xtreme Power M90-140 Series bundle; 60KVA/60KW; Modular online 208/120 VAC three-phase UPS set up for external battery (no internal batteries). Includes (4) Power Modules, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 949 lbs. Enclosure can accomodate up to 8 x 15kVA M90 (Unity PF) Power Modules for 105KVA N+1 capacity. Power Modules shipped on separate pallet. Additional power modules and external battery ordered separately.	$ 52,800.00
Bundle	M90U140-75K	Xtreme Power M90-140 Series bundle;75KVA/75KW; Modular online 208/120 VAC three-phase UPS set up for external battery (no internal batteries). Includes (5) Power Modules, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 1022 lbs. Enclosure can accomodate up to 8 x 15kVA M90 (Unity PF) Power Modules for 105KVA N+1 capacity. Power Modules shipped on separate pallet. Additional power modules and external battery ordered separately.	$ 59,500.00

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Bundle	M90U140-90K	Xtreme Power M90-140 Series bundle; 90KVA/90KW; Modular online 208/120 VAC three-phase UPS set up for external battery (no internal batteries). Includes (6) Power Modules, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 1095 lbs. Enclosure can accomodate up to 8 x 15kVA M90 (Unity PF) Power Modules for 105KVA N+1 capacity. Power Modules shipped on separate pallet. Additional power modules and external battery ordered separately.	$ 66,200.00
Bundle	M90U140-105K	Xtreme Power M90-140 Series bundle; 105KVA/105KW; Modular online 208/120 VAC three-phase UPS set up for external battery (no internal batteries). Includes (7) Power Modules, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 1169 lbs. Enclosure can accomodate up to 8 x 15kVA M90 (Unity PF) Power Modules for 105KVA N+1 capacity. Power Modules shipped on separate pallet. Additional power modules and external battery ordered separately.	$ 72,900.00
Bundle	M90U140-105KN1	Xtreme Power M90-140 Series bundle; 105KVA/105KW N+1; Modular online 208/120 VAC three-phase UPS set up for external battery (no internal batteries). Includes (7) Power Modules, 10" LCD touch screen, front mounted maintenance bypass with static switch interlock, modular static switch; up to 94.1% efficiency in online mode or 98% efficiency in ECO mode; communication port; UL-1778 (TUV), cUL, FCC A, RoHS; TAA Compliant ; 2 Year Parts Warranty; Start-up and onsite labor is not included; 23.6"W x 43.3"D x 79.1"H; 1242 lbs. Power Modules shipped on separate pallet. External battery ordered separately.	$ 79,600.00
M90-BC Modular Battery Cabinet Bundles			
Part Number	**Model**	**Description**	**List Price**
Bundle	M90-BC-04B	Xtreme Power M90-BC Modular Battery Cabinet bundle. Includes M90-BC Battery Cabinet and (4) M90-BCBAT Battery Modules providing __ minutes runtime at __kW load. Enclosure can accomodate up to 32 battery modules for longer runtime. Battery modules must be added in sets of four. Each battery string (4 modules) protected by a 100A breaker. Two Year Parts Warranty; UL-1778 (TUV), cUL, FCC A, RoHS, TAA Compliant ; 23.6"W x 43.3"D x 79.1"H; 756 lbs. Battery modules shipped on separate pallet. Additional battery modules ordered separately. Up to 2 battery cabinets can be paralleled with M90-BUS option. Battery Cabinet to UPS Cable not included. Optional M90-CBL - Battery Cabinet to M9080 or M90140 Cable Available.	$ 16,300.00
Bundle	M90-BC-08B	Xtreme Power M90-BC Modular Battery Cabinet bundle. Includes M90-BC Battery Cabinet and (8) M90-BCBAT Battery Modules providing __ minutes runtime at __kW load. Enclosure can accomodate up to 32 battery modules for longer runtime. Battery modules must be added in sets of four. Each battery string (4 modules) protected by a 100A breaker.Two Year Parts Warranty; UL-1778 (TUV), cUL, FCC A, RoHS, TAA Compliant ; 23.6"W x 43.3"D x 79.1"H; 1096 lbs. Battery modules shipped on separate pallet. Additional battery modules ordered separately. Up to 2 battery cabinets can be paralleled with M90-BUS option. Battery Cabinet to UPS Cable not included. Optional M90-CBL - Battery Cabinet to M9080 or M90140 Cable Available.	$ 20,400.00
Bundle	M90-BC-12B	Xtreme Power M90-BC Modular Battery Cabinet bundle. Includes M90-BC Battery Cabinet and (12) M90-BCBAT Battery Modules providing __ minutes runtime at __kW load. Enclosure can accomodate up to 32 battery modules for longer runtime. Battery modules must be added in sets of four. Each battery string (4 modules) protected by a 100A breaker.Two Year Parts Warranty; UL-1778 (TUV), cUL, FCC A, RoHS, TAA Compliant ; 23.6"W x 43.3"D x 79.1"H; 1436 lbs. Battery modules shipped on separate pallet. Additional battery modules ordered separately. Up to 2 battery cabinets can be paralleled with M90-BUS option. Battery Cabinet to UPS Cable not included. Optional M90-CBL - Battery Cabinet to M9080 or M90140 Cable Available.	$ 24,500.00
Bundle	M90-BC-16B	Xtreme Power M90-BC Modular Battery Cabinet bundle. Includes M90-BC Battery Cabinet and (16) M90-BCBAT Battery Modules providing __ minutes runtime at __kW load. Enclosure can accomodate up to 32 battery modules for longer runtime. Battery modules must be added in sets of four. Each battery string (4 modules) protected by a 100A breaker.Two Year Parts Warranty; UL-1778 (TUV), cUL, FCC A, RoHS, TAA Compliant ; 23.6"W x 43.3"D x 79.1"H; 1776 lbs. Battery modules shipped on separate pallet. Additional battery modules ordered separately. Up to 2 battery cabinets can be paralleled with M90-BUS option. Battery Cabinet to UPS Cable not included. Optional M90-CBL - Battery Cabinet to M9080 or M90140 Cable Available.	$ 28,600.00

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Bundle	M90-BC-20B	Xtreme Power M90-BC Modular Battery Cabinet bundle. Includes M90-BC Battery Cabinet and (20) M90-BCBAT Battery Modules providing __ minutes runtime at __kW load. Enclosure can accomodate up to 32 battery modules for longer runtime. Battery modules must be added in sets of four. Each battery string (4 modules) protected by a 100A breaker. Two Year Parts Warranty; UL-1778 (TUV), cUL, FCC A, RoHS, TAA Compliant ; 23.6"W x 43.3"D x 79.1"H; 2116 lbs. Battery modules shipped on separate pallet. Additional battery modules ordered separately. Up to 2 battery cabinets can be paralleled with M90-BUS option. Battery Cabinet to UPS Cable not included. Optional M90-CBL - Battery Cabinet to M9080 or M90140 Cable Available.	$ 32,700.00
Bundle	M90-BC-24B	Xtreme Power M90-BC Modular Battery Cabinet bundle. Includes M90-BC Battery Cabinet and (24) M90-BCBAT Battery Modules providing __ minutes runtime at __kW load. Enclosure can accomodate up to 32 battery modules for longer runtime. Battery modules must be added in sets of four. Each battery string (4 modules) protected by a 100A breaker.Two Year Parts Warranty; UL-1778 (TUV), cUL, FCC A, RoHS, TAA Compliant ; 23.6"W x 43.3"D x 79.1"H; 2456 lbs. Battery modules shipped on separate pallet. Additional battery modules ordered separately. Up to 2 battery cabinets can be paralleled with M90-BUS option. Battery Cabinet to UPS Cable not included. Optional M90-CBL - Battery Cabinet to M9080 or M90140 Cable Available.	$ 36,800.00
Bundle	M90-BC-28B	Xtreme Power M90-BC Modular Battery Cabinet bundle. Includes M90-BC Battery Cabinet and (28) M90-BCBAT Battery Modules providing __ minutes runtime at __kW load. Enclosure can accomodate up to 32 battery modules for longer runtime. Battery modules must be added in sets of four. Each battery string (4 modules) protected by a 100A breaker.Two Year Parts Warranty; UL-1778 (TUV), cUL, FCC A, RoHS, TAA Compliant ; 23.6"W x 43.3"D x 79.1"H; 2796 lbs. Battery modules shipped on separate pallet. Additional battery modules ordered separately. Up to 2 battery cabinets can be paralleled with M90-BUS option. Battery Cabinet to UPS Cable not included. Optional M90-CBL - Battery Cabinet to M9080 or M90140 Cable Available.	$ 40,900.00
Bundle	M90-BC-32B	Xtreme Power M90-BC Modular Battery Cabinet bundle. Includes M90-BC Battery Cabinet and (32) M90-BCBAT Battery Modules providing __ minutes runtime at __kW load. Each battery string (4 modules) protected by a 100A breaker. Two Year Parts Warranty; UL-1778 (TUV), cUL, FCC A, RoHS, TAA Compliant ; 23.6"W x 43.3"D x 79.1"H; 3136 lbs. Battery modules shipped on separate pallet. Up to 2 battery cabinets can be paralleled with M90-BUS option. Battery Cabinet to UPS Cable not included. Optional M90-CBL - Battery Cabinet to M9080 or M90140 Cable Available.	$ 45,000.00

External Maintenance Bypass Options

Part Number	Model	Description	List Price
	90881-C208365ECA250A25002MB	Three-Breaker Maintenance Bypass Switch; 208VAC, 250 A, **65kAIC**; Wallmount; includes Bypass Input Breaker, Maintenance Isolation Breaker, and Maintenance Bypass Breaker, kirk-key locks, lockable front panel. 30"W x 42"H x 11"D; 125 lbs. **For Use with all M90 Family up to 60kVA**	Call For Price
	90881-C208365ECA300A30002MB	Three-Breaker Maintenance Bypass Switch; 208VAC, 300 A, **65kAIC**; Wallmount; includes Bypass Input Breaker, Maintenance Isolation Breaker, and Maintenance Bypass Breaker, kirk-key locks, lockable front panel. 30"W x 42"H x 11"D; 125 lbs. **For Use with all M90 Family up to 75kVA**	Call For Price
	90881-C208365ECA350A35002MB	Three-Breaker Maintenance Bypass Switch; 208VAC, 350 A, **65kAIC**; Wallmount; includes Bypass Input Breaker, Maintenance Isolation Breaker, and Maintenance Bypass Breaker, kirk-key locks, lockable front panel. 30"W x 42"H x 11"D; 125 lbs. **For Use with all M90 Family up to 80kVA**	Call For Price
	90881-C208365ECA400A40002MB	Three-Breaker Maintenance Bypass Switch; 208VAC, 400 A, **65kAIC**; Wallmount; includes Bypass Input Breaker, Maintenance Isolation Breaker, and Maintenance Bypass Breaker, kirk-key locks, lockable front panel. 30"W x 42"H x 11"D; 125 lbs. **For Use with all M90 Family up to 105kVA**	Call For Price
	90882-C208365ECA500A50002MB	Three-Breaker Maintenance Bypass Switch; 208VAC, 500 A, **65kAIC**; Wallmount; includes Bypass Input Breaker, Maintenance Isolation Breaker, and Maintenance Bypass Breaker, kirk-key locks, lockable front panel. 36"W x 48"H x 13.5"D; 165 lbs. **For Use with all M90 Family up to 120kVA**	Call For Price
	90882-C208365ECA600A60002MB	Three-Breaker Maintenance Bypass Switch; 208VAC, 600 A, **65kAIC**; Wallmount; includes Bypass Input Breaker, Maintenance Isolation Breaker, and Maintenance Bypass Breaker, kirk-key locks, lockable front panel. 36"W x 48"H x 13.5"D; 165 lbs. **For Use with all M90 Family up to 140kVA**	Call For Price

Contact XPC for MBS with distribution and/or transformer options.

Connectivity Options

Part Number	Model	Description	List Price
90000566	SNMP-2P3	Internal two port SNMP/WEB Card for use with E91, M90(U) and X90 Series UPS; Allows for monitoring and management of UPS through a web browser or SNMP platform: Provides shutdown of remote clients via LAN, and Email Notification of UPS status and events. Compatible with SNMP-EMD Environmental Monitor; Packaging = 5.7"W x 5.2"D x 1.7"H, 0.3 lbs	$ 349.00
90000267	MODBUS-IN	MODBUS CARD for use with the E91, M90(U) and X90 Series UPS; packaging = 7.25" x 6" x 2.5", 1 lbs	$ 319.00
90000398	SNMP-EMD	Environmental Monitoring Sensor to monitor room temperature and humidity - used with SNMP-2P3 SNMP/WEB Card. Packaging = 5.7"W x 5.2"D x 1.7"H, 0.3 lbs	$ 180.00

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90000498	M90-COMM	Extra Communications card for M90. Allows for (6) programmable Form C relay contact outputs, (2) external Form C contact inputs, and up to (4) optional external temperature probe inputs and provides an additional card slot for Web/SNMP card . Packaging = 5.7"W x 5.2"D x 1.7"H, 0.3 lbs	$ 370.00
	M90-BTS	Battery Temperature Sensor. Allows M90 and X90 Series UPS to monitor battery temperature and provide temperature compensated battery charging. A single temperature sensor can connect to temperature port on UPS chassis. Up to four additional temperature sensors can be connected with optional M90-COMM communication card. Temperature sensor has 3 meter cable. Packaging = 5.7"W x 5.2"D x 1.7"H, 0.3 lbs	$ 66.00
Service Options			
Part Number	**Model**	**Description**	**List Price**
90000768	M90814SU581	M90-80 and M90-140 5x8 Startup and 1 year on-site warranty. For Zone 1 (within 100 miles of XPC Service Center) StartUP includes installation of the M90 power modules and Internal battery trays by the startup technician.	$ 5,900.00
90000769	M90814SU582	M90-80 and M90-140 5x8 Startup and 2 year on-site warranty. For Zone 1 (within 100 miles of XPC Service Center). StartUP includes installation of the M90 power modules and Internal battery trays by the startup technician.	$ 6,500.00
90000770	M90814SU583	M90-80 and M90-140 5x8 Startup and 3 year on-site warranty. For Zone 1 (within 100 miles of XPC Service Center). StartUP includes installation of the M90 power modules and Internal battery trays by the startup technician.	$ 9,600.00
90000772	M90814SU72	M90-80 and M90-140 7x24 Startup and 2 year on-site warranty. For Zone 1 (within 100 miles of XPC Service Center). StartUP includes installation of the M90 power modules and Internal battery trays by the startup technician.	$ 8,450.00
90000773	M90814SU73	M90-80 and M90-140 7x24 Startup and 3 year on-site warranty. For Zone 1 (within 100 miles of XPC Service Center). StartUP includes installation of the M90 power modules and Internal battery trays by the startup technician.	$ 11,700.00
90000774	M90814EX1	M90-80 and M90-140 One year extention of factory warranty. This warranty covers parts and depot repair labor, extending standard factory warranty to 3yrs.	$ 4,200.00
90000775	M90814PM7	M90-80 and M90-140 Preventative Maintenance Service, 7x24. For Zone 1 (within 100 miles of XPC Service Center).	$ 4,900.00
90000730	MSOS3BM	On-Site 3 Year Warranty for M90-BCBAT Battery Module. Three year coverage includes replacement parts and on-site corrective maintenance. Services are 5x8. Purchase one On-Site 3 Year Warranty Plan for each M90-BCBAT Battery Module. Startup with 3 year on-site must be purchased for the M90 UPS System.	$ 350.00
90000538	SVCADD	Service adder for locations further than 100 miles.	$ 1,050.00
X90 2-Slot 50-140kVA			
X90-2S Series Ala Carte Solutions			
90001013	X90-ENC2S	X90-2S Series (Unity PF) modular online 480VAC three-phase, 3-wire top entry UPS enclosure set up for internal and/or external battery (no internal batteries included). Includes 10" LCD touch screen, front mounted **65kAIC maintenance bypass** with static switch interlock, hot swappable internal batteries; up to 96.5% efficiency in online mode or 99% efficiency in ECO mode; communication port; UL-1778, cUL, FCC A, RoHS, TAA Compliant ; **Start-up (5x8) and 2-Year on-site warranty are included;** 23.6"W x 42"D x 79"H; 657 lbs. Enclosure can accommodate up to 2 x 50kVA/kW or 70kVA/kW X90 Power Modules for up to 140KVA/kW capacity and up to 20 x X90-BCBAT battery modules. Power modules, internal battery modules and external battery ordered separately.	$ 35,700.00
90001016	X90-2SPM50	Xtreme Power X90 50kVA/50kW power module. 480 VAC three-phase; 19.5" W x 29.5" D x 5.5" H. 104 lbs.	$ 9,600.00
90001017	X90-2SPM70	Xtreme Power X90 Series 70kVA/70kW power module. 208/120 VAC three-phase; 19.5" W x 29.5" D x 5.5" H. 105 lbs.	$ 10,500.00
90001066	X90-BC	X90 Matching External Modular Battery Cabinet. Holds up to (36) x X90-BCBAT Battery Modules; 2 Year Warranty, Dims 23.6"W x 42"D x 79"H, Weight 416 lbs.	$ 6,500.00
90001067	X90-BCBAT	Battery Module for X90-2S Internal or X90-BC External Battery Cabinet. Contains (10) CSB 12580 Batteries each, 4 battery modules required per string, must be purchased in multiplies of 4, (xx) battery modules will provide ___ **minutes runtime @ ___kW load,** Dims: 4.3"W x 28.5"D x 6.5"H, Weight 70 lbs.	$ 990.00
90001076	X90-BCBT	Empty Battery Tray for X90-2S or X90-BC. Each Tray can hold (10) CSB 12580 batteries per tray. Four trays required for a full string. Dims; 4.3"W x 28.5"D x 6.5"H, 15 lbs. Includes battery to battery cabling. Batteries ordered separately.	$ 500.00
90001071	X90-SC2S	Side car for bottom entry. Dims: 6.1"W x 42"D x 79"H	$ 900.00
90001075	X90-SEIS	Xtreme Power X90-2S Seismic Anchor Kit. Includes Site Specific Seismic Calculations with State of California Engineer Stamp. Lead time 3-4 weeks ARO. Weight: TBD lbs. Requires site specific information to be submitted at time of order. One Kit required for each X90-2S UPS.	$ 1,900.00
	X90BC-SEIS	Xtreme Power X90-BC Seismic Anchor Kit. Includes Site Specific Seismic Calculations with State of California Engineer Stamp. Lead time 3-4 weeks ARO. Weight: TBD lbs. Requires site specific information to be submitted at time of order. One Kit required for each X90-BC battery cabinet.	$ 1,900.00
X90-2S Series UPS Bundled Solutions with 50kVA Unity PF Power Modules			
Part Number	**Model**	**Description**	**List Price**

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Bundle	X902S-50K00B	Xtreme Power X90-2S Series bundle; 50KVA/50KW; Modular online 480VAC three-phase, 3-Wire top entry UPS set up for external battery (no internal batteries). Includes (1) Power Module, static switch, 10" LCD touch screen, front mounted **65kAIC maintenance bypass** with static switch interlock, hot swappable internal batteries; up to 96.5% efficiency in online mode or 99% efficiency in ECO mode; communication port; UL-1778, cUL, FCC A, RoHS, TAA Compliant ; **Start-up (5x8) and 2-Year on-site warranty are included**; 23.6"W x 42"D x 79"H; 761 lbs. Enclosure can accommodate up to 2 x 50kVA/kW X90 Power Modules for up to 100KVA/kW capacity and up to 20 x X90-BCBAT battery modules. External battery ordered separately. Power Modules ship on a separate pallet.	$ 45,300.00
Bundle	X902S-50K12B	Xtreme Power X90-2S Series bundle; 50KVA/50KW; Modular online 480VAC three-phase, 3-Wire top entry UPS. Includes (1) Power Module, (12) X90-BCBAT providing approximately 8 minutes at 50kW load; static switch,10" LCD touch screen, front mounted **65kAIC maintenance bypass** with static switch interlock, hot swappable internal batteries; up to 96.5% efficiency in online mode or 99% efficiency in ECO mode; communication port; UL-1778, cUL, FCC A, RoHS, TAA Compliant ; **Start-up (5x8) and 2-Year on-site warranty are included;** 23.6"W x 42"D x 79"H; 1601 lbs. Enclosure can accommodate up to 2 x 50kVA/kW X90 Power Modules for up to 100KVA/kW capacity and up to 20 x X90-BCBAT battery modules. Power and Battery Modules ship on a separate pallet.	$ 57,180.00
Bundle	X902S-50K16B	Xtreme Power X90-2S Series bundle; 50KVA/50KW; Modular online 480VAC three-phase, 3-Wire top entry UPS. Includes (1) Power Module, (16) X90-BCBAT providing approximately 12 minutes at 50kW load, static switch; 10" LCD touch screen, front mounted **65kAIC maintenance bypass** with static switch interlock, hot swappable internal batteries; up to 96.5% efficiency in online mode or 99% efficiency in ECO mode; communication port; UL-1778, cUL, FCC A, RoHS, TAA Compliant ; **Start-up (5x8) and 2-Year on-site warranty are included;** 23.6"W x 42"D x 79"H; 1881 lbs. Enclosure can accommodate up to 2 x 50kVA/kW X90 Power Modules for up to 100KVA/kW capacity and up to 20 x X90-BCBAT battery modules. Power and Battery Modules ship on a separate pallet.	$ 61,140.00
Bundle	X902S-50K20B	Xtreme Power X90-2S Series bundle; 50KVA/50KW; Modular online 480VAC three-phase, 3-Wire top entry UPS. Includes (1) Power Module, (20) X90-BCBAT providing approximately 16 minutes at 50kW load; static switch, 10" LCD touch screen, front mounted **65kAIC maintenance bypass** with static switch interlock, hot swappable internal batteries; up to 96.5% efficiency in online mode or 99% efficiency in ECO mode; communication port; UL-1778, cUL, FCC A, RoHS, TAA Compliant; **Start-up (5x8) and 2-Year on-site warranty are included**; 23.6"W x 42"D x 79"H; 2161 lbs. Enclosure can accommodate up to 2 x 50kVA/kW X90 Power Modules for up to 100KVA/kW capacity and up to 20 x X90-BCBAT battery modules. Power and Battery Modules ship on a separate pallet.	$ 65,100.00
Bundle	X902S-100K00B	Xtreme Power X90-2S Series bundle; 100KVA/100KW; Modular online 480VAC three-phase, 3-Wire top entry UPS set up for external battery (no internal batteries). Includes (2) Power Modules, static switch, 10" LCD touch screen, front mounted **65kAIC maintenance bypass** with static switch interlock, hot swappable internal batteries; up to 96.5% efficiency in online mode or 99% efficiency in ECO mode; communication port; UL-1778, cUL, FCC A, RoHS, TAA Compliant ; **Start-up (5x8) and 2-Year on-site warranty are included;** 23.6"W x 42"D x 79"H; 865 lbs. Enclosure can accommodate up to 20 x X90-BCBAT battery modules. External battery cabinet ordered separately. Power Modules ship on a separate pallet.	$ 54,900.00
Bundle	X902S-100K20B	Xtreme Power X90-2S Series bundle; 100KVA/100KW; Modular online 480VAC three-phase, 3-Wire top entry UPS. Includes (2) Power Module, (20) X90-BCBAT providing approximately 6 minutes at 100kW load; static switch, 10" LCD touch screen, front mounted **65kAIC maintenance bypass** with static switch interlock, hot swappable internal batteries; up to 96.5% efficiency in online mode or 99% efficiency in ECO mode; communication port; UL-1778, cUL, FCC A, RoHS, TAA Compliant ; **Start-up (5x8) and 2-Year on-site warranty are included;** 23.6"W x 42"D x 79"H; 2265 lbs. Power and Battery Modules ship on a separate pallet.	$ 74,700.00
X90-2S Series UPS Bundled Solutions W/ 70kVA Unity PF Power Modules			
Bundle	X902S-70k00B	Xtreme Power X90-2S Series bundle; 70KVA/70KW; Modular online 480VAC three-phase, 3-Wire top entry UPS set up for external battery (no internal batteries). Includes (1) Power Module, static switch, 10" LCD touch screen, front mounted **65kAIC maintenance bypass** with static switch interlock, hot swappable internal batteries; up to 96.5% efficiency in online mode or 99% efficiency in ECO mode; communication port; UL-1778, cUL, FCC A, RoHS, TAA Compliant ; **Start-up (5x8) and 2-Year on-site warranty are included;** 23.6"W x 42"D x 79"H; 762 lbs. Enclosure can accommodate up to 2 x 70kVA/kW X90 Power Modules for up to 140KVA/kW capacity and up to 20 x X90-BCBAT battery modules. External battery ordered separately. Power Modules ship on a separate pallet.	$ 46,200.00

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Bundle	X902S-70k16B	Xtreme Power X90-2S Series bundle; 70KVA/70KW; Modular online 480VAC three-phase, 3-Wire top entry UPS. Includes (1) Power Module, (16) X90-BCBAT providing approximately 8 minutes at 70kW load; static switch, 10" LCD touch screen, front mounted 65kAIC maintenance bypass with static switch interlock, hot swappable internal batteries; up to 96.5% efficiency in online mode or 99% efficiency in ECO mode; communication port; UL-1778, cUL, FCC A, RoHS, TAA Compliant ; **Start-up (5x8) and 2-Year on-site warranty is included;** 23.6"W x 42"D x 79"H; 1882 lbs. Enclosure can accommodate up to 2 x 70kVA/kW X90 Power Modules for up to 140KVA/kW capacity and up to 20 x X90-BCBAT battery modules. Power and Battery Modules ship on a separate pallet.	$ 62,040.00
Bundle	X902S-70k20B	Xtreme Power X90-2S Series bundle; 70KVA/70KW; Modular online 480VAC three-phase, 3-Wire top entry UPS. Includes (1) Power Module, (20) X90-BCBAT providing approximately 10 minutes at 70kW load; static switch, 10" LCD touch screen, front mounted **65kAIC maintenance bypass** with static switch interlock, hot swappable internal batteries; up to 96.5% efficiency in online mode or 99% efficiency in ECO mode; communication port; UL-1778, cUL, FCC A, RoHS, TAA Compliant ; **Start-up (5x8) and 2-Year on-site warranty are included;** 23.6"W x 42"D x 79"H; 2162 lbs. Enclosure can accommodate up to 2 x 70kVA/kW X90 Power Modules for up to 140KVA/kW capacity and up to 20 x X90-BCBAT battery modules. Power and Battery Modules ship on a separate pallet.	$ 66,000.00
Bundle	X902S-140k00B	Xtreme Power X90-2S Series bundle; 140KVA/140KW; Modular online 480VAC three-phase, 3-Wire top entry UPS set up for external battery (no internal batteries). Includes (2) Power Modules, static switch, 10" LCD touch screen, front mounted **65kAIC maintenance bypass** with static switch interlock, hot swappable internal batteries; up to 96.5% efficiency in online mode or 99% efficiency in ECO mode; communication port; UL-1778, cUL, FCC A, RoHS, TAA Compliant ; **Start-up (5x8) and 2-Year on-site warranty are included;** 23.6"W x 42"D x 79"H; 867 lbs. Enclosure can accommodate up to 20 x X90-BCBAT battery modules. External battery cabinet ordered separately. Power Modules ship on a separate pallet.	$ 56,700.00
Bundle	X902S-140k28B	Xtreme Power X90-2S Series bundle; 140KVA/140KW; Modular online 480VAC three-phase, 3-Wire top entry UPS. Includes (2) Power Modules, X90-BC with (28) X90-BCBAT providing approximately 6 minutes at 140kW load; static switch, 10" LCD touch screen, front mounted **65kAIC maintenance bypass** with static switch interlock, hot swappable internal batteries; up to 96.5% efficiency in online mode or 99% efficiency in ECO mode; communication port; UL-1778, cUL, FCC A, RoHS, TAA Compliant ; **Start-up (5x8) and 2-Year on-site warranty are included;** UPS and Battery cabinet each 23.6"W x 42"D x 79"H; UPS 867lbs, X90-BC 2376lbs. Power and Battery Modules ship on a separate pallet.	$ 90,920.00
X90-BC Modular Battery Cabinet Bundles			
Part Number	Model	Description	List Price
Bundle	X90BC-04B	Xtreme Power X90-BC Modular Battery Cabinet bundle. Includes X90-BC Battery Cabinet and (4) X90-BCBAT Battery Modules providing __ minutes runtime at __kW load. Enclosure can accommodate up to 36 battery modules for longer runtime. Battery modules must be added in sets of four. Battery Cabinet protected by a breaker. Two Year Parts Warranty; UL-1778 (TUV), cUL, FCC A, RoHS, TAA Compliant ; 23.6"W x 42"D x 79"H; 696lbs. Battery modules shipped on separate pallet. Additional battery modules ordered separately. Up to 2 battery cabinets can be paralleled.	$ 10,460.00
Bundle	X90BC-08B	Xtreme Power X90-BC Modular Battery Cabinet bundle. Includes X90-BC Battery Cabinet and (8) X90-BCBAT Battery Modules providing __ minutes runtime at __kW load. Enclosure can accommodate up to 36 battery modules for longer runtime. Battery modules must be added in sets of four. Battery Cabinet protected by a breaker. Two Year Parts Warranty; UL-1778 (TUV), cUL, FCC A, RoHS, TAA Compliant ; 23.6"W x 42"D x 79"H; 976lbs. Battery modules shipped on separate pallet. Additional battery modules ordered separately. Up to 2 battery cabinets can be paralleled.	$ 14,420.00
Bundle	X90BC-12B	Xtreme Power X90-BC Modular Battery Cabinet bundle. Includes X90-BC Battery Cabinet and (12) X90-BCBAT Battery Modules providing __ minutes runtime at __kW load. Enclosure can accommodate up to 36 battery modules for longer runtime. Battery modules must be added in sets of four. Battery Cabinet protected by a breaker. Two Year Parts Warranty; UL-1778 (TUV), cUL, FCC A, RoHS, TAA Compliant ; 23.6"W x 42"D x 79"H; 1256lbs. Battery modules shipped on separate pallet. Additional battery modules ordered separately. Up to 2 battery cabinets can be paralleled.	$ 18,380.00
Bundle	X90BC-16B	Xtreme Power X90-BC Modular Battery Cabinet bundle. Includes X90-BC Battery Cabinet and (16) X90-BCBAT Battery Modules providing __ minutes runtime at __kW load. Enclosure can accommodate up to 36 battery modules for longer runtime. Battery modules must be added in sets of four. Battery Cabinet protected by a breaker. Two Year Parts Warranty; UL-1778 (TUV), cUL, FCC A, RoHS, TAA Compliant ;23.6"W x 42"D x 79"H; 1536lbs. Battery modules shipped on separate pallet. Additional battery modules ordered separately. Up to 2 battery cabinets can be paralleled.	$ 22,340.00

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Bundle	X90BC-20B	Xtreme Power X90-BC Modular Battery Cabinet bundle. Includes X90-BC Battery Cabinet and (20) X90-BCBAT Battery Modules providing __ minutes runtime at __kW load. Enclosure can accommodate up to 36 battery modules for longer runtime. Battery modules must be added in sets of four. Battery Cabinet protected by a breaker. Two Year Parts Warranty; UL-1778 (TUV), cUL, FCC A, RoHS, TAA Compliant ; 23.6"W x 42"D x 79"H; 1816lbs. Battery modules shipped on separate pallet. Additional battery modules ordered separately. Up to 2 battery cabinets can be paralleled.	$ 26,300.00
Bundle	X90BC-24B	Xtreme Power X90-BC Modular Battery Cabinet bundle. Includes X90-BC Battery Cabinet and (24) X90-BCBAT Battery Modules providing __ minutes runtime at __kW load. Enclosure can accommodate up to 36 battery modules for longer runtime. Battery modules must be added in sets of four. Battery Cabinet protected by a breaker. Two Year Parts Warranty; UL-1778 (TUV), cUL, FCC A, RoHS, TAA Compliant ; 23.6"W x 42"D x 79"H; 2096lbs. Battery modules shipped on separate pallet. Additional battery modules ordered separately. Up to 2 battery cabinets can be paralleled.	$ 30,260.00
Bundle	X90BC-28B	Xtreme Power X90-BC Modular Battery Cabinet bundle. Includes X90-BC Battery Cabinet and (28) X90-BCBAT Battery Modules providing __ minutes runtime at __kW load. Enclosure can accommodate up to 36 battery modules for longer runtime. Battery modules must be added in sets of four. Battery Cabinet protected by a breaker. Two Year Parts Warranty; UL-1778 (TUV), cUL, FCC A, RoHS, TAA Compliant ; 23.6"W x 42"D x 79"H; 2376lbs. Battery modules shipped on separate pallet. Additional battery modules ordered separately. Up to 2 battery cabinets can be paralleled.	$ 34,220.00
Bundle	X90BC-32B	Xtreme Power X90-BC Modular Battery Cabinet bundle. Includes X90-BC Battery Cabinet and (32) X90-BCBAT Battery Modules providing __ minutes runtime at __kW load. Enclosure can accommodate up to 36 battery modules for longer runtime. Battery modules must be added in sets of four. Battery Cabinet protected by a breaker. Two Year Parts Warranty; UL-1778 (TUV), cUL, FCC A, RoHS, TAA Compliant ; 23.6"W x 42"D x 79"H; 2656lbs. Battery modules shipped on separate pallet. Additional battery modules ordered separately. Up to 2 battery cabinets can be paralleled.	$ 38,180.00
Bundle	X90BC-36B	Xtreme Power X90-BC Modular Battery Cabinet bundle. Includes X90-BC Battery Cabinet and (36) X90-BCBAT Battery Modules providing __ minutes runtime at __kW load. Battery modules must be added in sets of four. Battery Cabinet protected by a breaker. Two Year Parts Warranty; UL-1778 (TUV), cUL, FCC A, RoHS, TAA Compliant ; 23.6"W x 42"D x 79"H; 2936lbs. Battery modules shipped on separate pallet. Additional battery modules ordered separately. Up to 2 battery cabinets can be paralleled.	$ 42,140.00
Connectivity Options			
Part Number	**Model**	**Description**	**List Price**
90001245	SNMP-2PG1	Internal two port SNMP/WEB Card for use with X90, M90C, M90, M90L E91, and M90S Series UPS; Allows for monitoring and management of UPS through a web browser or SNMP platform: Provides shutdown of remote clients via LAN, and Email Notification of UPS status and events. Compatible with SNMP-TMPH temperature and humidity probe; Packaging = 5.7"W x 5.2"D x 1.7"H, 0.3 lbs	$ 649.00
90000267	MODBUS-IN	MODBUS CARD for use with the E91, M90(U) and X90 Series UPS; packaging = 7.25" x 6" x 2.5", 1 lbs	$ 319.00
90000398	SNMP-TMPH	Temperature and humidity Probe - used with SNMP-2PG1 SNMP/WEB Card. Packaging = 7.25"W x 6.0"D x 2.5"H, 1.0 lbs	$ 299.00
	M90-BTS	Battery Temperature Sensor. Allows M90 and X90 Series UPS to monitor battery temperature and provide temperature compensated battery charging. A single temperature sensor can connect to temperature port on UPS chassis. Up to four additional temperature sensors can be connected with optional M90-COMM communication card. Temperature sensor has 3 meter cable. Packaging = 5.7"W x 5.2"D x 1.7"H, 0.3 lbs	$ 66.00
Service Options			
Part Number	**Model**	**Description**	**List Price**
90001248	X902SSU583	Upgrade standard warranty to 3 years. Includes (1) PM (5x8) to be performed at beginning of year three. Must be purchased concurrently with equipment. Zone 1 - within 100 miles of XPC Service Center.	$ 6,500.00
90001249	X902SSU72	Upgrade standard warranty to include 7x24 coverage. Must be purchased concurrently with equipment. Zone 1 - within 100 miles of XPC Service Center.	$ 2,800.00
90001250	X902SSU73	Upgrade standard warranty to 3 years and 7x24 coverage. Includes (1) PM (7x24) to be performed at beginning of year three. Must be purchased concurrently with equipment. Zone 1 - within 100 miles of XPC Service Center.	$ 9,300.00
90001251	X902S1YREE	X90 One-year extension of factory on-site warranty, **electronics only**. This warranty covers parts and labor, extending standard factory warranty by 1yr. Includes (1) PM (7x24) to be performed at beginning of the extension year. Maximum of 5 years.	$ 8,800.00
90001252	X902SPM7	X90-2S Preventative Maintenance Service, 7x24. For Zone 1 (within 100 miles of XPC Service Center).	$ 5,800.00
90000538	SVCADD	Service adder for locations further than 100 miles.	$ 1,200.00
XPDU SERIES			
Switched PDU			
Part Number	**Model**	**Description**	**List Price**

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90000460	SPD-0215	Xtreme Power XPDU Series Switched Power PDU with C14 Power inlet with removeable 5-15P to C13 power cord; (2) 5-15/20R output receptacles each independently power controlled via included SNMP Port and Software; 2-Year Warranty; 6"W x 6.8"D x 1.9"H, 2.0 lbs	$ 519.00
90000765	J40SP	Xtreme Power XPDU Series, Ultra Slim Switched Power PDU with IEC-C14 Inlet (optional line cords available). (3) 5-15R output receptacles each independently power controlled via included RJ45 SNMP Port and Software; Pass through RJ45 Port enables connection of additional network devices; Easy to read LED display shows on/off condition of individual receptacles; 3-Year Warranty; 8.07W"W x 7.28"D x 1.22"H, 3.25 lbs	$ 549.00
	XPC-515P-3RA	Optional 3 ft, 5-15P line cord with right angle offset for use with J40 series PDU. .5 lbs	$ 22.00
	XPC-515P-6RA	Optional 6ft, 5-15P line cord with right angle offset for use with J40 series PDU. .5 lbs	$ 22.00
Transformer PDU			
Part Number	**Model**	**Description**	**List Price**
900007742	JX-200	J60 200W Isolation Transformer, 120 VAC, 50/60Hz, C14 inlet with removeable 5-15P line cord; (3) 5-15R output receptacles; 5A output breaker; complete line isolation; Common Mode and Normal Mode noise filtering; 300 joules surge suppression; UL16950, RoHS; 5-Year Full Warranty; 6.9" W x 8.5" D x 1.25" H; 6.6 lbs.	$ 220.00
90000739	XPD-IT15A	Xtreme Power XPDU Series PDU with Isolation Transformer. 1500W, 208V in, 120V out. IEC-C14 inlet protected by 10A breaker; (16) 5-15R output receptacles protected by 15A breaker; 3-Year Warranty; 17.5"W x 15"D x 3.5"H (2U), 43 lbs.	$ 980.00
90000407	XPD-IT60A	Xtreme Power XPDU Series 6KVA PDU with Isolation Transformer for use with P80G-5000 UPS. 6000W, 208 or 240V in, 208/104V or 240/120V out. 3ft L6-30P Input Cord. (1) L6-30R and (12) 5-15-20R output receptacles, Max. 120V load is 4KW; rear panel 208/240 voltage selection switch; includes front panel rackmount brackets; ROHS Approved; 3-Year Warranty; 19"W x 18"D x 3.5"H (2U), 137 lbs.	$ 2,150.00
90000781	XPD-IT6KW	6kVA PDU with Isolation Transformer 208V to 240/120V (or 240V to 240/120V), Input terminal bock, Output terminal block + (2) L14-30R and (8) 5–15/20R receptacles; 17.3"W x 31.8"D x 5.2"H; 122 lbs.	$ 2,310.00
90000740	XPD-IT10KW	10kVA PDU with Isolation Transformer 208V to 240/120V (or 240V to 240/120V), Input terminal bock, Output terminal block + (2) L14-30R and (8) 5–15/20R receptacles; 17.3"W x 31.8"D x 5.2"H; 122 lbs.	$ 2,760.00
Basic PDU 10A Models			
Part Number	**Model**	**Description**	**List Price**
90000463	J40	Xtreme Power XPDU; ultra slim 120VAC, 10 Amp PDU with IEC-C14 Inlet (optional line cords available). (3) 5-15R output receptacles; Power reset button for manual recycling of power. 2400 Joules surge protection; 3-Year Warranty; 8.07W"W x 3.35"D x 1.22"H, 2 lbs	$ 210.00
90000466	J40i	Xtreme Power XPDU; ultra slim 230 VAC, 10 Amp PDU with IEC-C14 Inlet (optional line cords available). (3) IEC C13 output receptacles; Power reset button for manual recycling of power. 2400 Joules surge protection; 3-Year Warranty; 8.07W"W x 3.35"D x 1.22"H, 2 lbs	$ 210.00
	XPC-515P-3RA	Optional 3 ft, 5-15P line cord with right angle offset for use with J40 series PDU. .5 lbs	$ 22.00
	XPC-515P-6RA	Optional 6ft, 5-15P line cord with right angle offset for use with J40 series PDU. .5 lbs	$ 22.00
Basic PDU 15A & 20A Models			
Part Number	**Model**	**Description**	**List Price**
90000040	XPD815HV	Xtreme Power XPDU Series Basic Power PDU with 12' Input line cord with 5-15P plug; (8) 5-15R output receptacles on rear of PDU; UL60950-1/cUL/FCC Approved; 3-Year Warranty; 19"W x 3.5"D x 1.75"H, 2.6 lbs	$ 120.00
90000041	XPD1415HV	Xtreme Power XPDU Series Basic Power PDU with 12' Input line cord with 5-15P plug; (6) 5-15R output receptacles on front of PDU + (8) 5-15R output receptacles on rear of PDU; UL60950-1/cUL/FCC Approved; 3-Year Warranty; 19"W x 3.5"D x 1.75"H, 3.5 lbs	$ 138.00
90000045	XPD1420HV	Xtreme Power XPDU Series Basic Power PDU with 12' Input line cord with L5-20P plug (L5-20 to 5-20 adapter included); (6) 5-20R output receptacles on front of PDU + (8) 5-20R output receptacles on rear of PDU; UL60950-1/cUL/FCC Approved; 3-Year Warranty; 19"W x 3.5"D x 1.75"H, 4.8 lbs	$ 190.00
90000046	XPD2420V60	Xtreme Power XPDU Series Basic Power PDU with 12' Input line cord with L5-20P plug (L5-20 to 5-20 adapter included); (24) 5-20R output receptacles; vertical mounting only; UL60950-1/cUL/FCC Approved; 3-Year Warranty; 60"W x 1.5"D x 1.5"H, 5.6 lbs *	$ 182.00
90000053	XPDU-IEC	Xtreme Power XPDU Series Basic Power 230V PDU with C20 inlet (power cord ordered separately), (10) IEC C13 + (2) IEC C19 output receptacles; 1U Rackmount configuration; CE Listed; 3-Year Warranty; 19"W x 3.5"D x 1.75"H, 2.6 lbs	$ 190.00
Basic PDU - 30A & 50A Models			
Part Number	**Model**	**Description**	**List Price**
90000374	XPD24C13V	Xtreme Power XPDU Series Basic Power PDU, 30A, 200-240V; L6-30P 6ft line cord, (24) C13 output receptacles. Vertical Mount. 1.75"W x 1.75"D x 66"L. 12 lbs	$ 340.00
90000251	XPD31	Xtreme Power XPDU Series Basic Power PDU, 30A, 200-240V; L6-30P 6ft line cord, (2) L6-30R, (2) L6-20R and (4) 6-15/20R output receptacles. Rackmount. 19"W x 4.7"D x 3.5"H. 9 lbs	$ 580.00

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90000252	XPD32	Xtreme Power XPDU Series Basic Power PDU, 30A, 200-240V; L6-30P 6ft line cord, (2) L6-30R, (4) L6-20R output receptacles. Rackmount. 19"W x 2.4"D x 3.5"H. 7.5 lbs	$ 580.00
90000253	XPD33	Xtreme Power XPDU Series Basic Power PDU, 30A, 200-240V; L6-30P 6ft line cord, (4) IEC-C19 and (8) IEC C13 output receptacle. s Rackmount. 19"W x 2.4"D x 3.5"H. 8 lbs	$ 450.00
90000254	XPD34	Xtreme Power XPDU Series Basic Power PDU, 30A, 240/120V; L14-30P 6ft line cord, (2) L6-30R, (4) L6-20R and (12) 5-20R output receptacles. Rackmount. 19"W x 4.7"D x 3.5"H. 9.5 lbs	$ 690.00
90000255	XPD35	Xtreme Power XPDU Series Basic Power PDU, 50A, 200-240V; Hardwire input with Pigtail, (2) L6-30R and (4) L6-20R output receptacles. Rackmount. 19"W x 2.4"D x 3.5"H. 7 lbs	$ 580.00
90000256	XPD36	Xtreme Power XPDU Series Basic Power PDU, 50A, 200-240V; Hardwired input with Pigtail, (4) IEC-C19 and (8) IEC C13 output receptacles. Rackmount. 19"W x 2.4"D x 3.5"H. 6.8 lbs	$ 460.00
90000257	XPD37	Xtreme Power XPDU Series Basic Power PDU, 50A, 240/120V; Hardwired input with Pigtail, (2) L6-30R, (4) L6-20R and (12) 5-20R output receptacles. Rackmount. 19"W x 4.7"D x 3.5"H. 10 lbs	$ 690.00
90001037	XPD38	Xtreme Power XPDU Series Basic Power PDU, 30A, 120V; L14-30P, 6' input cord , (4) L5-30R, (4) L5-20R output receptacles. Rackmount. 19"W x 4.7"D x 3.5"H. 9.5 lbs	$ 690.00
90001038	XPD39	Xtreme Power XPDU Series Basic Power PDU, 50A, 120V; hardwire input with pigtail, (4) L5-30R, (4) L5-20R output receptacles. Rackmount. 19"W x 4.7"D x 3.5"H. 9.5 lbs	$ 690.00
Surge PDU			
Part Number	**Model**	**Description**	**List Price**
90000048	XPDS1015HV	Xtreme Power XPDU Series Surge Power PDU with 12' Input line cord with5-15P plug; (2) 5-15R surge protected output receptacles on front of PDU + (8) 5-15R surge protected output receptacles on rear of PDU; 342 Joule Rating; UL60950-1/cUL/FCC Approved; 3-Year Warranty; 19"W x 3.5"D x 1.75"H, 4.4 lbs *	$ 159.00
90000049	XPDS1020HV	Xtreme Power XPDU Series Surge Power PDU with 12' Input line cord with L5-20P plug (L5-20 to 5-20 adapter included); (2) 5-15/20R surge protected output receptacles on front of PDU + (8) 5-15/20R surge protected output receptacles on rear of PDU; 342 Joule Rating; UL60950-1/cUL/FCC Approved; 3-Year Warranty; 19"W x 3.5"D x 1.75"H, 4.6 lbs *	$ 179.00
Value PDU			
Part Number	**Model**	**Description**	**List Price**
90000051	XPD1215HVPL	Xtreme Power XPDU Series Value Power PDU with 6' Input line cord with 5-15P plug; (12) 5-15R output receptacles; Plastic case; UL60950-1/cUL/FCC Approved; 3-Year Warranty; 19.0"W x 1.5"D x 1.75"H, 1.4 lbs *	$ 58.00
XBDM SERIES			
Part Number	**Model**	**Description**	**List Price**
90000090	XBDM-1015LV	Xtreme Power XBDM Series 15 Amp Maintenance Bypass Distribution Module with 12' Input line cord with 5-15P plug; (6) 5-15R output receptacles on front of BDM + (4) 5-15R output receptacles on rear of BDM; bypass switch allows for maintenance of the UPS without affecting the load connected; 3-Year Warranty (USA only); 19"W x 3.5"D x 1.75"H, 3.5 lbs	$ 379.00
90000091	XBDM-1020LV	Xtreme Power XBDM Series20 Amp Maintenance Bypass Distribution Module with 12' Input line cord with 5-20P plug; (6) 5-20R output receptacles on front of BDM + (4) 5-20R output receptacles on rear of BDM; bypass switch allows for maintenance of the UPS without affecting the load connected; 3-Year Warranty (USA only); 19"W x 3.5"D x 1.75"H, 3.5 lbs	$ 419.00
90000093	XBDM-1030LV	Xtreme Power XBDM Series30 Amp Maintenance Bypass Distribution Module with 6' Input line cord with L5-30P plug; (5) 5-20R output receptacles on front of BDM (Load Group 1) + (5) 5-20R output receptacles on rear of BDM (Load Group 2); (2) bypass switches allow for maintenance of the UPS without affecting the loads connected; 3-Year Warranty (USA only); 19"W x 3.5"D x 1.75"H, 3.5 lbs	$ 659.00
90000095	XBDM1020HV1	Xtreme Power XBDM Series Maintenance Bypass Distribution Module with C20 inlet for customer supplied power cord; rated at 16A; (2) IEC C19 and (4) IEC C13 output receptacles on front + (4) IEC C13 output receptacles on back; Includes maint bypass switch allowing for bypassing and maintenance of the UPS without affecting the connected loads; Includes IEC C20 to C13 cord kit for connecting the XBDM to a T90i-1500, NXRTi-1000 or G90-1000 UPS; 3-Year Warranty (USA only); 19"W x 3.5"D x 1.75"H, 3.5 lbs	$ 369.00
90000094	XBDM1020HV2	Xtreme Power XBDM Series Maintenance Bypass Distribution Module with C20 inlet for customer supplied power cord; rated at 16A; (2) IEC C19 and (4) IEC C13 output receptacles on front + (4) IEC C13 output receptacles on back; Includes maint bypass switch allowing for bypassing and maintenance of the UPS without affecting the connected loads; Includes (2) IEC C20 to C19 cord kits for connecting the XBDM to the P90G-3000 or P90LG-3000 UPS; 3-Year Warranty (USA only); 19"W x 3.5"D x 1.75"H, 3.5 lbs	$ 419.00
90000949	XBDM-15RHW	Xtreme Power XBDM Series 15 Amp Maintenance Bypass Distribution Module with HW terminal block input; output is HW terminal block and (6) 5-15/20R receptacles; Cnnection to UPS is 5-15P (3ft) and 5-20R; Rackmountable; Allows fo rbypassing and maintenance of the UPS without affecting the loads connected; 3-Year Warranty (USA only); 17"W x 3.5"D x 1.75"H, 3.6 lbs	$ 369.00

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90000950	XBDM-20RHW	Xtreme Power XBDM Series 20 Amp Maintenance Bypass Distribution Module with HW terminal block input; output is HW terminal block and (6) 5-15/20R receptacles; Connection to UPS is 5-20P (3ft) and 5-20R; Rackmountable; Allows fo rbypassing and maintenance of the UPS without affecting the loads connected; 3-Year Warranty (USA only); 17"W x 3.5"D x 1.75"H, 3.6 lbs	$ 369.00
90000947	XBDM-HW30	Xtreme Power XBDM Series 30 Amp Maintenance Bypass Distribution Module; Hardwired input and output terminal block connection; Connection to UPS is via L5-30R receptacle and 3' power cord with L5-30P plug; Rackmountable; Includes rotary bypass switch, allowing for bypass and maintenance of the UPS without affecting the connected loads; 3-Year Warranty (USA only); 17.25"W x 5.25"D x 3.5"H, 7.3 lbs	$ 620.00
90000934	XBDM-HW63	Xtreme Power XBDM Series 208VAC, 63 Amp Maintenance Bypass Distribution Module; Hardwire or optional cable kit input, Hardwire terminal block output; Connects to UPS via Hardwire or optional cable kit; Make-Before-Break; includes an inverter interlock; Rackmountable; Allows for maintenance of the UPS without affecting the loads connected; Interconnect cables supplied by others; 3-Year Warranty (USA only); 17.25"W x 5.25"D x 3.5"H, 7.1 lbs	$ 570.00

AGENDA ITEM: 27.

CITY COUNCIL REPORT

MEETING DATE: 05/12/2026
SUBMITTED FOR: Ron Serio, Director
DEPARTMENT: Water Services

Subject

AUTHORIZATION TO ENTER INTO A SERVICES AGREEMENT WITH TW ASSOCIATES, LLC DBA MISCOWATER FOR SEEPEX PUMPS, PARTS AND SERVICES
Presented by: Ron Serio, P.E., Director, Water Services

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Services Agreement with TW Associates, LLC dba MISCOwater (MISCO) for Seepex pumps, parts, and services for an initial term of five (5) years in an amount not to exceed $300,000 over the entire term of the agreement.

Background

The City's water and wastewater treatment plants use Seepex pumps for multiple critical functions within the treatment process, including sludge removal and conveyance, as well as chemical dosing and application. The ability to procure repair parts and services for the Department's Seepex pumps is crucial to ensure reliability and regulatory compliance throughout the treatment process.

This agreement will provide preventative maintenance, replacement parts, equipment, and services on an as-needed basis.

Analysis

The Department reviewed available sources for the required services and determined that MISCO is currently the sole distributor for Seepex pumps and parts in Arizona. The sole/special procurement request, including the justification, supporting documentation, and the Director's approval, was submitted to the Procurement Liaison for review. The Finance Director has reviewed and approved the sole/special procurement request.

Previous Related Council Action

On August 8, 2023, City Council authorized the City Manager to enter into a Services Agreement with DXP Enterprises for Seepex pumps, parts, and services.

Community Benefit/Public Involvement

The proper maintenance of water and wastewater treatment equipment is critical to ensuring regulatory compliance and providing continuous, safe, and reliable water services to City of Glendale residents and businesses.

Fiscal Impact

Fiscal Year:	FY2025-26
Fiscal Year Amount Requested:	$30,000
Budgeted Y/N?:	Y
Account:	Various
Transfer Required? Y/N:	N
If Yes, what account will be used?:	

Budget and Financial Impacts:

Funding for this item is available in the FY2025-26 Water Services Department operating budget. Expenditures under this agreement are not to exceed $300,000 over the entire term of the agreement. Expenditures beyond the current fiscal year are contingent upon Council budget approval.

Attachments

Agreement with TW Associates, LLC

How was the item procured: Sole Source

Strategic Plan Connection:

Tier 1 Objective:	Improve Asset Management
Tier 2 Objective:	The proper maintenance of water and wastewater treatment equipment is critical to ensuring regulatory compliance and providing continuous, safe, and reliable water services to City of Glendale residents and businesses.

SERVICES AGREEMENT
(Not Construction Related)
SEEPEX PUMPS, PARTS AND SERVICES

This Services Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City") and TW Associates, LLC dba MISCOwater, a California limited liability company, authorized to do business in Arizona ("Consultant") as of the _____ day of _____, 2026 ("Effective Date").

RECITALS

A. City intends to undertake a project for the benefit of the public and with public funds, that is more fully set forth in **Exhibit A** attached (the "Project");

B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");

C. Consultant desires to provide City with services ("Services") consistent with industry-best practices and the standards set forth in this Agreement, in order to complete the Project; and

D. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Key Personnel; Other Consultants and Subcontractors.

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

2. Schedule. The Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project. Nevertheless, this Agreement terminates five years from the effective date.

3. Consultant's Work.

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

3.2 Licensing. Consultant warrants that:

a. Consultant currently holds all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and

b. Neither Consultant nor any Subconsultant has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.

(2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 Compliance.

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

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

3.4 Work Product.

a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.,* and other intellectual work product as may be applicable ("Work Product").

(1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.

(2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.

b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.

c. City Use.

(1) City may reuse the Work Product at its sole discretion.

(2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.

(3) In such case, City will also remove any seal and title block from the Work Product.

4. Compensation for the Project.

4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed $300,000 as specifically detailed in **Exhibit D** ("Compensation").

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

a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.

b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.

c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

4.3 Allowances. An "Allowance" may be identified only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.

a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts and any unused allowance at the completion of the Project will remain with City.

b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.

c. Consultant will not use any portion of an Allowance without prior written authorization from the City.

d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.

5. Billings and Payment.

5.1 Applications.

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

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

5.2 Payment.

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

b. Payment may be subject to or conditioned upon City's receipt of:

(1) Completed work generated by Consultant and its Subconsultants; and

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

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

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

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

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.

b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Consultant fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provisions of Sec. 5.

b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than $2,000,000 or the amount of this Agreement, whichever is greater.

7. Conflict. Consultant acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. Insurance. For the duration of the term of this Agreement, Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Consultant, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 Minimum Scope and Limit of Insurance. Coverage must be at least as broad as:

a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **$2,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **$2,000,000** per accident for bodily injury and property damage.

c. Worker's Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **$2,000,000** per accident for bodily injury or disease.

8.2. Indemnification.

a. To the fullest extent permitted by law, Consultant must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense" collectively "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Consultant) and that arises out of or results from the breach of this Agreement by the Consultant or the Consultant's negligent actions, errors or omissions (including any Subconsultant or Subcontractor or other person or firm employed by Consultant), whether sustained before or after completion of the Project.

b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Consultant will be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.

c. Consultant is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

8.3 Other Insurance Provisions. The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.

b. For any claims related to this Project, the **Consultant's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.

8.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Consultant has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

8.5 Waiver of Subrogation. **Consultant hereby agrees to waive its rights of subrogation which any insurer may acquire** from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agent(s) and subcontractor(s).

8.6 Verification of Coverage. Within 15 days of the Effective Date of this Agreement, Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Consultant's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.

Consultant's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Consultant to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.

8.7 Subcontractors. Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.

8.8 Special Risk or Circumstances. The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Consultant, the Project or the insurer.

9. E-verify, Records and Audits. To the extent applicable under A.R.S. § 41-4401, the Consultant warrants its compliance and that of its Subconsultants with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Consultant or Subconsultant's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Consultant and Subconsultant warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The

Consultant and Subconsultant shall cooperate with the City's random inspections, including granting the City entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

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

11. Uyghur Forced Labor Prevention Act (UFLPA). Consultant certifies that it does not currently, and during the term of this Agreement, will not use:

a. the forced labor of ethnic Uyghurs in the People's Republic of China;

b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and

c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

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

13. Notices.

13.1 A notice, request or other communication that is required or permitted under this Agreement (each "Notice") will be effective only if:

a. The Notice is in writing; and

b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).

c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:

(1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or

(2) As of the next business day after receipt, if received after 5:00 p.m.

d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.

e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

13.2 Representatives.

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

TW Associates, LLC dba MISCOwater
c/o Dave Redman
6440 Oak Canyon, Suite 150
Irvine, CA 92618

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

City of Glendale
c/o Lindsay Lucas
7070 W. Northern Avenue
Glendale, Arizona 85303

With required copy to:

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

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

c. Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.

(3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.

14. Entire Agreement; Survival; Counterparts; Signatures.

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

a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts, if any, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

14.2 Interpretation.

a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

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

14.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.

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

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

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

15. Term.

15.1 The term of this Agreement commences upon the effective date and continues for a five (5) year period. There are no extensions or renewals available exception as provided below.

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

16. Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

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

Exhibit A	Project
Exhibit B	Scope of Work
Exhibit C	Schedule
Exhibit D	Compensation

[Signatures on following page.]

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

City of Glendale,
an Arizona municipal corporation

By: Patrick S. Banger
Its: City Manager

ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

TW Associates, LLC dba MISCOwater,
a California limited liability company

By: Dave Redman
Its: ~~Sales Representative~~ Area Mgr

EXHIBIT A
Services Agreement

PROJECT

Seepex pumps are used in a variety of applications in multiple water and wastewater treatment plants operated by the City of Glendale's Water Services department. TW Associates, LLC dba MISCOwater is the authorized sole source distributor for Seepex pumps and parts in the state of Arizona.

SEEPEX Inc.
511 Speedway Drive
Enon, Ohio 45323
USA

T +1 937 864-7150
sales.us@seepex.com www.seepex.com

SEEPEX.
An Ingersoll Rand Business

March 4, 2026

MISCO Water
4050 E. Cotton Center Blvd
Suite 60
Phoenix, AZ 85040

RE: SOLE SOURCE LETTER

To Whom It May Concern,

MISCO Water is the sole source supplier for Municipal products in the Territory of Arizona and New Mexico. This includes sales of both pumps and parts.

Sincerely,



Kyle Waters
Environmental Market Manager
Western Region

SEEPEX Inc.
511 Speedway Drive
Enon, Ohio 45323
USA

EXHIBIT B
Services Agreement

SCOPE OF WORK

Consultant will provide Seepex pumps and parts, as well as preventative maintenance (PM) and overhaul services as needed.

EXHIBIT C
Services Agreement

SCHEDULE

Consultant will provide Seepex pumps, parts, preventative maintenance, and overhaul services on an as-needed basis when requested by the City of Glendale's Water Services department.

EXHIBIT D
Services Agreement

COMPENSATION

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed $300,000.

DETAILED PROJECT COMPENSATION

Consultant will be compensated on an as-needed basis when invoiced for Seepex pumps, parts, and/or services.

AGENDA ITEM: 28.

CITY COUNCIL REPORT

MEETING DATE: 05/12/2026
SUBMITTED FOR: Kimberly Hall, Director
DEPARTMENT: Community Services

Subject

RESOLUTION NO. R26-43

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, APPROVING AND AUTHORIZING SUBMISSION OF THE ANNUAL ACTION PLAN FOR FISCAL YEAR 2026-2027 TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND FOR ACCEPTING A COMMUNITY DEVELOPMENT BLOCK GRANT IN THE AMOUNT OF $2,319,746 A HOME INVESTMENT PARTNERSHIPS PROGRAM ALLOCATION IN THE AMOUNT OF $636,478 AND EMERGENCY SOLUTIONS GRANTS FUNDING IN THE AMOUNT OF $208,860 AND APPROVING AND AUTHORIZING SUBMISSION OF THE FISCAL YEAR 2024-25 SUBSTANTIAL ANNUAL ACTION PLAN AMENDMENT IN THE AMOUNT OF $1,388,945.99.
Presented by: Kimberly Hall, Director, Community Services

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a Resolution authorizing the submission of the 2026-27 Department of Housing and Urban Development (HUD) Annual Action Plan and the 2025-26 Substantial Plan Amendment, and authorizing the City Manager and City Clerk, or designees, to execute and submit all documents required for that purpose.

Background

The city receives grant funding from HUD for Office of Community Planning and Development (CPD) formula programs. As a recipient of these funds, the city is required to prepare and submit a five-year Consolidated Plan that assesses the city's housing and development needs, analyzes the city's housing market, and establishes housing and community development priorities and goals. The purpose of the Annual Action Plan Plan is to align annual program activities and funding allocations with the goals and priorities of the Consolidated Plan throughout the five-year period.

Final 2026-27 grant allocations total $3,165,084, including $2,319,746 in Community Development Block Grant (CDBG), $636,748 in Home Investment Partnerships Program (HOME), and $208,860 in Emergency Solutions Grant (ESG) funds.

In addition to these FY 2026-27 CPD allocations, the city has unspent funding from prior program years that must be reallocated through a Substantial Plan Amendment. Total prior-year CPD funds connected with this Amendment equal $1,388,245.99. The need to reallocate unspent funds through a Substantial Plan Amendment occurs when activities are

completed under budget, a community chooses to strategically realign resources to other activities, or a project experiences unforeseen delays. Completion of both the Annual Action Plan and Substantial Action Plan Amendment must conform to HUD's citizen participation requirements and the goals of the five-year Consolidated Plan.

Analysis

Allocations made in the FY 2026-27 Annual Action Plan and reallocations made in the Substantial Plan Amendment advance the goals of the Consolidated Plan. The Council-approved goals and outcomes identified in the FY2025-29 Consolidated Plan are:

GOAL 1: Increase Access to Decent Affordable Housing
GOAL 2: Increase Access to Homeless Services
GOAL 3: Increase Access to Public Services for Vulnerable Populations
GOAL 4: Advance Fair Housing Initiatives

The FY2026-27 Annual Action Plan and 2025-26 Substantial Plan Amendment activities are detailed in the attached summary worksheets. Each of the program activities or reallocations are aligned with one or more of these Consolidated Plan goals, and were unanimously recommended by the Community Development Advisory Committee (CDAC). On April 14, 2016 City Council provided consensus direction to accept CDAC's recommendations. Drafts of the 2026-27 Annual Action Plan and Substantial Plan Amendment were made available on the City's website and physical locations throughout the City for a 30-day comment period beginning Thursday, March 26, 2026. Three comments were received supporting the activities in the Annual Action Plan. The City also held two public hearings as required per HUD regulations, on Wednesday, March 4, 2026 and on Thursday, March 21, 2024. No comments were received at these public hearings.

Previous Related Council Action

On April 14, 2026, City Council provided consensus direction to allocate FY 2026-27 in new grant funding and reallocate prior year funds as recommended by the Community Development Advisory Committee.

On April 22, 2025, City Council passed Resolution No. R25-30 adopting the City's 2025-29 Five-Year Consolidated Plan.

Community Benefit/Public Involvement

The city's HUD-funded community programs support housing stability, address homelessness, and promote access to essential services for low- and moderate-income residents. These programs serve vulnerable populations, including seniors, youth, and individuals experiencing homelessness and housing instability. The 2026-27 Annual Action Plan activities and funding allocations reflect input from the Council, the Community Development Advisory Committee (CDAC), and the public, and are aligned with the identified needs of the city's low- and moderate-income residents as provided for in the city's 2025-29 Consolidated Plan.

Fiscal Impact

Fiscal Year:	FY2026-27
Fiscal Year Amount Requested:	$4,553,329.99

Budgeted Y/N?: Y

Account: Various

Transfer Required? Y/N: N

If Yes, what account will be used?:

Budget and Financial Impacts:

Funding for this item will be available in the FY2026-27 Community Services operating budget in the following funds: CDBG (2040), HOME (2010), ESG (2150), and NSP (2020 and 2030). Expenditures in future fiscal years are contingent upon Council approval.

Attachments

R26-43

2025-26 Substantial Action Plan Amendment

Final Allocations and Reallocations

Final CDBG Public Services Grant Allocations

2026-27 Annual Action Plan

How was the item procured: Grant

Strategic Plan Connection:

Tier 1 Objective: Improve Community Experience

RESOLUTION NO. R26-43

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, APPROVING AND AUTHORIZING SUBMISSION OF THE ANNUAL ACTION PLAN FOR FISCAL YEAR 2026-2027 TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND FOR ACCEPTING A COMMUNITY DEVELOPMENT BLOCK GRANT IN THE AMOUNT OF $2,319,746 A HOME INVESTMENT PARTNERSHIPS PROGRAM ALLOCATION IN THE AMOUNT OF $636,478 AND EMERGENCY SOLUTIONS GRANTS FUNDING IN THE AMOUNT OF $208,860 AND APPROVING AND AUTHORIZING SUBMISSION OF THE FISCAL YEAR 2024-25 SUBSTANTIAL ANNUAL ACTION PLAN AMENDMENT IN THE AMOUNT OF $1,388,945.99.

WHEREAS, in accordance with the federal regulations found at 24 CFR 91, the City of Glendale is required to submit an Annual Action Plan to the U. S. Department of Housing and Urban Development ("HUD") for its Community Development Block Grant ("CDBG"), HOME Investment Partnerships ("HOME") and Emergency Solutions Grants ("ESG") funding; and

WHEREAS, the Annual Action Plan "AAP" allocates funding for a specific program year to activities that advance the goals of the City's Five-Year Consolidated Plan, which is a strategic plan to identify and meet the needs of the Glendale low-to-moderate income community for decent housing, a suitable living environment and expanded economic opportunities; and

WHEREAS, it is in the best interests of the citizens of Glendale, especially those of low-to- moderate income that the City accept such funding; and

WHEREAS, modifications to either the Consolidated Plan or the Annual Action Plans that exceed thresholds in 24 CFR 91 necessitate the completion and submission of a Substantial Plan Amendment.

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

SECTION 1. That the City's Annual Action Plan for FY 2026-2027 and Substantial Amendment to the FY 2025-26 Annual Action Plan are hereby approved. The Annual Action Plan and Substantial Plan Amendment are on file in the office of the City Clerk and copies are available for review/inspection at the following locations:

Community Housing Administration Office
6842 North 61st Avenue
Glendale, Arizona 85301

Foothills Branch Library
19055 North 57th Avenue
Glendale, Arizona 85308

Glendale Main Library
5959 West Brown Street
Glendale, AZ 85302

Velma Teague Branch Library
7010 North 58th Avenue
Glendale, Arizona 85301

System of Care Center
7677 West Bethany Home Road
Glendale, Arizona 85302

SECTION 2. That the City Manager and City Clerk, or their respective designees, are hereby authorized and directed to submit the City's FY 2026-27 Annual Action Plan and FY 2025-26 Substantial Amendment to the U.S. Department of Housing and Urban Development and execute any and all necessary documents on behalf of the City of Glendale to make such submission.

SECTION 3. That the City Council of the City of Glendale hereby accepts the following: (1) Community Development Block Grant entitlement from the U.S. Department of Housing and Urban Development for FY 2026-2027 in the amount of $2,319,746; (2) the HOME Investment Partnerships Program allocation from the Maricopa HOME Consortium for FY 2026-2027 in the amount of $636,478, and (3) the Emergency Solutions Grants Program funding provided by the U.S. Department of Housing and Urban Development for FY 2024-2025 in the amount of $208,860.

SECTION 4. That the City Manager or designee is hereby authorized and directed to execute all agreements and documents necessary to effectuate the allocation of funds received under the above programs to the approved entities so long as the allocations are consistent with the Council-approved Annual Action Plan and compliant with the National Environmental Policy Act (NEPA), and all applicable environmental regulations.

(Signatures on the following page)

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 12th day of May, 2026.

_____
Mayor Jerry P. Weiers

ATTEST:

_____
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Michael D. Bailey, City Attorney

REVIEWED BY:

_____
Patrick S. Banger, City Manager

FY 2025/26 HUD Annual Action Plan Substantial Amendment

CDBG, HOME & NSP Reallocations

	Activity Name	Funding Year	Current Remaining Allocation	Reallocation
CDBG	New Rental Development [Low-Income Housing Tax Credit (LIHTC) projects]	*2021-22*	*$ 193,204.79*	
	New Rental Development (LIHTC projects)	*2024-25*	*$ 452,621.12*	
	LIHTC Project Delivery	*2025-26*	*$ 69,233.00*	
	Program Income (unallocated)	2025-26	$ 7,710.67	
	Emergency Home Repair Program			*$ 715,058.91*
	Case Management HOME Tenant-Based Rental Assistance			*$ 6,168.54*
	Administration			*$ 1,542.13*
	Total CDBG Grant funds to Re(allocate):		**$ 722,769.58**	**$ 722,769.58**
HOME	New Rental Development (Low-Income Housing Tax Credit projects)	2022-23	$ 500,000.00	
	Program Income (unallocated)	2025-26	$ 161,511.01	
	Administration			*$ 16,151.10*
	Tenant-Based Rental Assistance (TBRA)			*$ 645,359.91*
	Subtotal HOME Grant Funds to (Re)allocate:		**$ 661,511.01**	**$ 661,511.01**
NSP	NSP1 Program income (unprogrammed)	2025-26	$ 3,965.40	
	NSP1 Program income - administration			$ 793.08
	New Rental Development (Low-Income Housing Tax Credit projects)			$ 3,172.32
	Subtotal NSP Program Income Funds to (Re)allocate:		**$ 3,965.40**	**$ 3,965.40**
	Grand Total Amount to (Re)allocate (all funding sources):		**$ 1,388,245.99**	**$ 1,388,245.99**

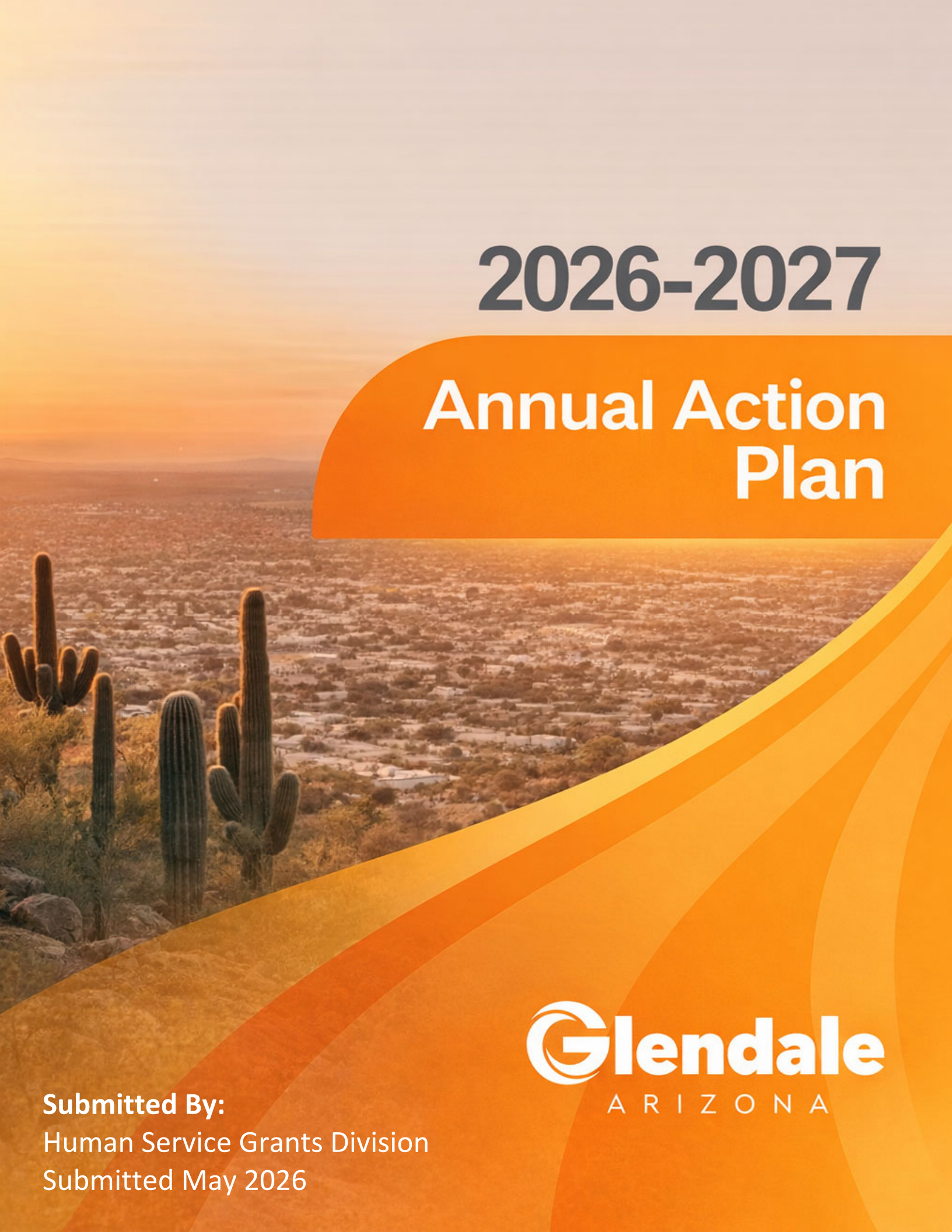
Final FY 2026-27 HUD CPD Allocations and FY 2025-26 Reallocations (Annual Action Plan Amendment)

	Consolidated Plan Goal:	*1. Affordable Housing*						*2. Homelessness*	*3. Public Services*	*NA*		
	Grant Source	**FINAL Allocations**	**Residential Rehabilitation (Homeowner and Renter)**	**Tenant-Based Rental Assistance (TBRA)**	**TBRA Case Management**	**New Rental Development (Low-Income Housing Tax Credit projects)**	**Public Housing Unit Improvements**	**Glendale Homeless Solutions Alliance (Rapid Rehousing and Eviction Prevention)**	**Public Services for Vulnerable Populations**	**Administration**	**Total**	**Balance to (Re)Allocate**
New Funding FY 2026-27 Action Plan	FY 2026-27 CDBG	$ 2,319,746.00	$ 878,544.00		$ 219,636.00		$ 409,655.10		$ 347,961.90	$ 463,949.00	$ 2,319,746.00	$ -
	FY 2026-27 HOME	$ 636,478.00		$ 596,699.00						$ 39,779.00	$ 636,478.00	$ -
	FY 2026-27 ESG	$ 208,860.00						$ 193,195.50		$ 15,664.50	$ 208,860.00	$ -
	Subtotal New Funding to Allocate:	**$ 3,165,084.00**	**$ 878,544.00**	**$ 596,699.00**	**$ 219,636.00**	**$ -**	**$ 409,655.10**	**$ 193,195.50**	**$ 347,961.90**	**$ 519,392.50**	**$ 3,165,084.00**	**$ -**
Reallocated Funding FY 2025-26 Action Plan Amendment	CDBG (FY 2021-22)	$ 193,204.79	$ 193,204.79								$ 193,204.79	$ -
	CDBG (FY 2024-25)	$ 452,621.12	$ 452,621.12								$ 452,621.12	$ -
	CDBG (FY 2025-26)	$ 69,233.00	$ 69,233.00								$ 69,233.00	$ -
	CDBG Program Income (FY 2025-26)	$ 7,710.67			$ 6,168.54					$ 1,542.13	$ 7,710.67	$ -
	HOME (FY 2022-23)	$ 500,000.00		$ 500,000.00							$ 500,000.00	$ -
	HOME Program Income (FY 2025-26)	$ 161,511.01		$ 145,359.91						$ 16,151.10	$ 161,511.01	$ -
	NSP1 - Program Income (FY 2025-26)	$ 3,965.40				$ 3,172.32				$ 793.08	$ 3,965.40	$ -
	Subtotal Prior Year Funding to Reallocate:	**$ 1,388,245.99**	**$ 715,058.91**	**$ 645,359.91**	**$ 6,168.54**	**$ 3,172.32**	**$ -**	**$ -**	**$ -**	**$ 18,486.31**	**$ 1,388,245.99**	**$ -**
	Total All Funding:	**$ 4,553,329.99**	**$ 1,593,602.91**	**$ 1,242,058.91**	**$ 225,804.54**	**$ 3,172.32**	**$ 409,655.10**	**$ 193,195.50**	**$ 347,961.90**	**$ 537,878.81**	**$ 4,553,329.99**	**$ -**

Consolidated Plan Goal Summary	**Total Funding**	**%**
1. Affordable Housing:	$ 3,474,293.78	76.3%
2. Homelessness:	$ 193,195.50	4.2%
3. Public Services:	$ 347,961.90	7.6%
Administration:	$ 537,878.81	11.8%
Total:	**$ 4,553,329.99**	**100%**

FY 2026-27 CDBG Public Services Grant Final Allocations

Organization	Population Served	Final Allocation
A New Leaf, Inc.	Survivors of Domestic Violence	$ 92,116.77
Arizona Burn Foundation	Untargeted	$ 19,190.99
Big Brothers Big Sisters	Youth	$ 19,190.99
Boys & Girls Clubs of the Valley	Youth	$ 11,514.60
Chrysalis Shelter for Survivors of Domestic Violence	Survivors of Domestic Violence	$ 15,352.80
Duet: Partners In Health & Aging	Seniors	$ 23,029.19
One Step Beyond, Inc.	People with physical and/or mental disabilities	$ 15,352.80
Sojourner Center	Survivors of Domestic Violence	$ 37,067.79
Sun City Area Interfaith Services Inc./Benevilla	Seniors	$ 15,352.80
YWCA Metropolitan Phoenix	Seniors	$ 76,763.98
	Grand Total:	**$ 347,961.90**



2026-2027 Annual Action Plan

Glendale ARIZONA

Submitted By:
Human Service Grants Division
Submitted May 2026

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

As a recipient of Community Development Block Grant and Emergency Solutions Grant Program funds, the City of Glendale is required to submit an Annual Action Plan under Federal regulations at 24 CFR Part 91. The Consolidated Plan must be updated annually via the preparation of the Action Plan. The purpose of the city of Glendale's FY 2025-2029 Consolidated Plan and each Annual Action Plan is to: 1. Assess the city's housing and community development needs; 2. Analyze the city's housing market and economy; 3. Establish housing and community development priorities, goals and strategies to address the identified needs; 4. and Identify the resources available from Community Development Block Grant (CDBG) and Emergency Solutions Grant (ESG) entitlement grants and the HOME Investment Partnerships (HOME) Program through the Maricopa HOME Consortium, as well as program income received to address the community needs and implement the strategies identified. Glendale is a participant in the Maricopa Regional Continuum of Care (CoC) and a member of the Maricopa Association of Governments (MAG).

2. Summarize the objectives and outcomes identified in the Plan

Identified below are the goals and outcomes that the city of Glendale has identified as the basis for its strategies and related activities to be carried out under the Consolidated Plan for fiscal years 2025-2029. Actual activities may vary each Plan year and will be based on priorities established during the Consolidated Plan process and the amount of the city's annual allocation. While goals and outcomes are identified in the Consolidated Plan with estimated funding, actual funding for activities will be based on the Annual Action Plan Goals and Objectives.

The city began the Consolidated Plan process in September 2024 and undertook a robust public participation process that included 2 public hearings, 8 public meetings, a community and resident survey that yielded 402 resident and 369 open responses (772 total), and 10 key stakeholder interviews.

Goal 1	***Increase Access to Decent Affordable Housing*** Glendale will increase the availability of affordable, quality housing for its residents by addressing the needs of low- and moderate-income families. The city may achieve this through activities such as; new construction, rehabilitation, and targeted support for both renters and homeowners. By offering resources like homeownership assistance and rental support programs, Glendale aims to help families obtain and maintain safe, decent, and affordable housing

Goal 2	***Increase Access to Homeless Services*** Through its ongoing Strategic Planning process and work with the Maricopa Regional Continuum of Care, the city will identify ways to partner with government, nonprofit and private sector organizations to increase availability of homeless services. The city may achieve this through activities such as: emergency shelter, transitional housing, permanent and supportive housing, and necessary supportive services to mitigate crisis situations and promote self-sufficiency to homeless people and those at risk of homelessness.
Goal 3	***Increase Access to Public Services for Vulnerable Populations*** Through funding nonprofit agencies, the City will provide additional services to support low- and moderate-income people, particularly food assistance and senior and youth services. Other vulnerable groups may include those with disabilities, victims of domestic abuse, children in or aged out of foster care, those suffering from addiction or mental health diseases and others.
Goal 4	***Advance Fair Housing Initiatives*** Per *42 U.S.C. §§ 3601-19, the Fair Housing Act,* all Federal programs relating to housing and urban development be administered in a manner that comply with the statutory requirements of the Fair Housing Act

3. Evaluation of past performance

The following section describes the City's anticipated accomplishments by Consolidated Plan goal for FY 2025-26 plan year currently underway:

Goal 1 **Increase Access to Decent Affordable Housing**

1. *Home repair program* - More than owner-occupied homes through the City's Emergency Home Repair, Roof Repair and Exterior Program (CDBG). The City is on track to complete repairs at 85 homes.

2. *New Affordable Unit Development* – final construction and occupancy of 605 rental units at two complexes supported with Low-Income Housing Tax Credits.

3. *Tenant-based rental assistance* (TBRA) program (HOME). Approximately 50 people in 30 low-acuity homeless households will receive housing subsidy and case management.

Goal 2 **Increase Access to Homeless Services**

- *Phoenix Rescue Mission – Glendale Works* – paid day labor and connection to wrap around services to the homeless and case management services. The program is anticipated to serve approximately 1,000 unduplicated homeless individuals, with 32 securing permanent housing.

- *Community Assistance Program (CAP)* – Rapid Rehousing and Eviction Prevention – Provide emergency rent assistance utility and case management assistance to low-income residents. Approximately 400 households are anticipated to benefit.

Goal 3 **Increase Access to Public Services for Vulnerable Populations**

In FY 2025-26 the City awarded $356,458 (15% of its CDBG allocation) to the following agencies to provide services to vulnerable populations to advance Goal 3 of the 2025-29 Consolidated Plan:

- *A New Leaf: Faith House $114,934.00*
- *Big Brothers Big Sisters: Glendale Mentoring $15,158.00*
- *Boys & Girls: Glendale $15,158.00*
- *Chrysalis: Svs for Survivors of DV $17,180.00*
- *Duet: Vital Senior Services $30,317.00*
- *Glencroft: Food Pantry $42,444.00*
- *One Step Beyond: Culinary Training $20,211.00*
- *Benevilla: West Valley Enrichment $10,106.00*
- *YWCA: Older Adult Program $90,950.00*

Approximately 1,400 city residents will benefit from these public services through the end of FY 2025-26.

Goal 4 **Advance Fair Housing Initiatives**

The City provides referrals to the network of regional and statewide partners to connect residents with fair housing resources. These partners include housing counseling agencies, nonprofit legal service providers, pro bono legal programs such as those supported by the State Bar of Arizona, and fair housing organizations such as the Southwest Fair Housing Council that support education, complaint intake, and enforcement processes.

4. Summary of Citizen Participation Process and consultation process

The City of Glendale demonstrated a commitment to community engagement through its citizen participation and consultation processes, ensuring that residents and stakeholders play an active role in shaping community development activities over the next five years.

The Annual Action Plan development process is consistent with the City's Citizen Participation Plan, created in compliance with 24 CFR 91.105, and is shared by each of the members of the Maricopa HOME Consortium. The Citizen Participation Plan requires that the City:

- Hold a minimum of two (2) public hearings related to the development of the Annual Action Plan with one (1) public hearing conducted during the development of a draft Annual Action Plan and one (1) public hearing conducted after a draft Annual Action Plan is available to the public, and within the required 30-day comment period;
- Incorporate the following information into public hearings: 1. the total amount of CDBG, HOME and ESG funding available during the upcoming program year, and the possible activities that may receive allocations; and 2. the anticipated amount of funding that will

benefit low-and- moderate income community members, and other applicable elements of the Plan;
- Distribute the draft Annual Action Plan to libraries, local housing authorities, and other locations (as appropriate) to make the Plan available to a wide public audience;
- Post the draft Plan on the City's website during the 30-day comment period
- Notify the public of the availability of the draft Plan in a newspaper of general local circulation;
- Provide accommodations to persons with disabilities, including the hearing impaired and persons with limited English proficiency.

As part of its Citizen Participation Plan, the city provided multiple opportunities for residents to comment on the process and proposed activities and funding priorities. Public notices were published in local newspapers, announcing public comment periods and hearings. Drafts of the Annual Action Plan were made available for review at locations commonly frequented by the public, such as city offices, public libraries, and the city's website. In addition, email notifications were sent to stakeholders, subrecipients, and nonprofit partners to broaden awareness of opportunities to participate.

Public hearings and forums were a cornerstone of the consultation process, providing residents a platform to share their input on housing, homelessness, and public service priorities. No public comments were received during the open comment period.

Overall, Glendale's citizen participation and consultation processes reflected a comprehensive approach to community planning, emphasizing transparency, ease of engagement, and stakeholder collaboration. These efforts ensured that the city's housing and community development initiatives were informed by varying perspectives and aligned with community needs and priorities.

5. Summary of public comments

During the open comment period, copies of the Draft 2026-27 Annual Action Plan and 2025-26 Substantial Plan Amendment were placed online at *www.glendaleaz.com/communityservicesplans* and in four different physical locations, including:

- Glendale Main Public Library – 5959 W. Brown Street
- Foothills Library – 19055 N. 57th Avenue
- Heroes Park Library – 6075 N. 83rd Avenue
- System of Care Center (SoCC) – 7677 W Bethany Home Rd. Building E

The City received three comments on the Draft Annual Action Plan; one comment generally supported the City's overall direction, particularly the emphasis on expanding access to emergency shelter as a critical front-end response to homelessness, with partners highlighting growing demand and the value of low-barrier, rapid access models. One internal review comment

was positive and focused primarily on minor edits to improve clarity, consistency, and completeness, with no substantive concerns raised. Additionally, there was expressed interest from a stakeholder in providing input related to foster youth and transition-age populations, though no formal comment was submitted during the public comment period.

6. Summary of comments or views not accepted and the reasons for not accepting them

N/A - the City of Glendale accepted all comments from the public.

7. Summary

As one of Arizona's fastest-growing cities, Glendale faces both opportunities and challenges in expanding housing and economic opportunities for its citizens. The city's rapid growth, particularly in the single-family housing market, has driven upward trends in housing prices, making affordable housing a persistent challenge. In response, Glendale is committed to addressing housing affordability and stability through strategic use of federal resources and community partnerships.

To tackle housing challenges, Glendale will continue its investments in programs that provide affordable housing options. These include offering Tenant-Based Rental Assistance (TBRA) through a subrecipient and providing rehabilitation assistance to help low- and moderate-income residents—especially seniors and individuals with disabilities—remain in their homes. Additional priorities include rental, and utility assistance programs to prevent homelessness and help residents maintain stable housing.

Public services remain a critical focus, with funding allocated to nonprofit agencies that provide food assistance, senior and youth services, and other programs targeting vulnerable populations. Additionally, Glendale will work with the Continuum of Care and other partners to prevent and reduce homelessness through emergency shelters, transitional housing, supportive services, and long-term housing solutions for at-risk individuals and families.

Glendale has a proven record of leveraging partnerships throughout the West Valley and Maricopa County to maximize the impact of its resources. By building on the strengths of its community and regional organizations, the city strives to ensure that all residents have the opportunity to achieve stability, independence, and productive lives.

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	GLENDALE	Human Services Grants Division
ESG Administrator	GLENDALE	Human Services Grants Division

Table 1 – Responsible Agencies

Narrative

The City of Glendale's Human Services Grants Division, located at 7677 W Bethany Home Road, Glendale, Arizona 85303, is the lead and responsible agency for the development of the Annual Action Plan (AAP) for CDBG and ESG funds. The Division also provides all HOME-related documentation to the Maricopa County Human Services Department as the lead agency for the Maricopa HOME Consortium.

Annual Action Plan Public Contact Information

Ms. Trilese DiLeo, Human Services Grants Administrator
Human Services Grants Division, Community Services Department City of Glendale
7677 W Bethany Home Road
Glendale, AZ 85303
623-930-3670

Consolidated Plan Public Contact Information

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

Partnerships are the key mechanism by which the City develops and advances community development goals, creates strategic initiatives and allocates funding and other resources. The Community Services Department, working collaboratively among its five divisions, currently maintains partnerships with hundreds of external organizations. These agencies provide a variety of services that benefit the City's low-and-moderate income residents, including, but not limited to: elimination of homelessness through shelter, eviction prevention, utility assistance, rapid rehousing, and housing voucher assistance; education; workforce development; self-sufficiency and financial literacy programs; home repair assistance; development of new affordable rental units; assistance to small businesses; public services that benefit vulnerable populations such as seniors, the disabled, youth and victims of domestic violence; and others.

The Department also works collaboratively with other City Departments, funders, elected and appointed officials, business owners and representatives and other groups with an interest in increasing housing affordability and household self-sufficiency.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City provides funding to external agencies that provide services to the residents of Glendale. In FY 2026-27 the City will fund a variety of human service providers. The CDBG public services funding will support seniors, disabled, youth and adults, veterans, food banks and other human services. Some of the agencies included in this year's funding are Chrysalis, YWCA, DUET, and the Boys and Girls Club.

The City consulted with its housing authority, which is a City Divisional Unit, by including staff representatives in the public meetings and conducting interviews with housing authority management. The City's Community Housing Division is responsible for addressing the rental housing needs of low and very low-income Glendale households that cannot afford housing in the private market through the administration of the federally funded Housing Choice Voucher program and operation of 155 Public Housing Units.

In addition, the City consulted with staff from related City departments, including the City's Community Action Program (CAP). CAP assists low-to-moderate income residents experiencing financial hardships or crisis. CAP provides various types of assistance to prevent homelessness, such as case management, information and referral to local human service agencies and direct financial assistance for eligible households.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City receives ESG funds and consults with Continuum of Care (CoC) as part of the process to prioritize the needs to address homelessness, the allocation of ESG funding, and performance standards. To ensure the participation of the homeless population in the planning process, the City of Glendale engages in regional activities and dialogue with the CoC Committee on Homelessness. Examples of successful regional collaborative efforts include the regional Annual Homeless Point in Time Count as well development of the Pathways Home regional action plan to address homelessness. The City's collaboration is intended to use the most current and accurate information available to design and implement necessary housing and human service assistance to bring homeless persons back into our workforce, schools, faith-based institutions, and other community institutions as well as facilitate them becoming stable. As the program progresses, performance standards will be developed based on the needs of the community and regulatory guidance. All outcomes are reviewed and measured for effectiveness and, efficiency in service delivery and program operation, as well as community impact.

2. Agencies, groups, organizations and others who participated in the process and consultations

1	Agency/Group/Organization	Glendale Union High School District
	Agency/Group/Organization Type	• Regional organization • Services - Education • Services - Homeless

	What section of the Plan was addressed by Consultation?	• Housing Need Assessment • Homelessness Strategy • Homeless Needs - Families /w children • Non-Homeless Special Needs • Market Analysis • Anti-poverty Strategy • Economic Development • Transportation issues
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency was provided a direct opportunity to review and comment on the draft Annual Action Plan.
2	**Agency/Group/Organization**	**Glendale Community Action Program**
	Agency/Group/Organization Type	Services related to the following: Housing; Children; Elderly Persons; Persons with Disabilities; Persons with HIV/AIDS; Victims of Domestic Violence; Homelessness; Health; Education; Employment; Fair Housing
	What section of the Plan was addressed by Consultation?	• Housing Need Assessment • Homelessness Strategy • Homeless Needs - Families /w children • Non-Homeless Special Needs
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
3	**Agency/Group/Organization**	**Glendale Community Development Advisory Committee (CDAC)**
	Agency/Group/Organization Type	• Planning organization • Other government – Local • Business Leaders

	What section of the Plan was addressed by Consultation?	• Housing Need Assessment • Homelessness Strategy • Homeless Needs - Families with children • Homeless Needs - Chronically homeless
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency was provided a direct opportunity to review and comment on the draft Annual Action Plan.
5	**Agency/Group/Organization**	**Glendale Public Housing Authority**
	Agency/Group/Organization Type	• Housing • PHA
	What section of the Plan was addressed by Consultation?	• Housing Need Assessment • Public Housing Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency was provided a direct opportunity to review and comment on the draft Annual Action Plan.
5	**Agency/Group/Organization**	**Glendale Chamber of Commerce**
	Agency/Group/Organization Type	• Regional organization • Business Leaders
	What section of the Plan was addressed by Consultation?	• Non-Homeless Special Needs • Market Analysis • Anti-poverty Strategy • Economic Development • Transportation issues

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency was provided a direct opportunity to review and comment on the draft Annual Action Plan.
6	**Agency/Group/Organization**	**Glendale Community Human Services Division**
	Agency/Group/Organization Type	*Services related to the following:* Housing; Children; Elderly Persons; Persons with Disabilities; Victims of Domestic Violence; Homelessness; Health; Education; Employment; Fair Housing; Veterans
	What section of the Plan was addressed by Consultation?	• Housing Need Assessment • Homelessness Strategy • Homeless Needs - Families with children • Homeless Needs - Chronically homeless • Homelessness Needs – Veterans • Homelessness Needs - Unaccompanied youth • Non-Homeless Special Needs • Market Analysis • Anti-poverty Strategy • Economic Development • Transportation issues • Public Housing Needs • Lead-based Paint Strategy • Fair Housing issues
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency was provided a direct opportunity to review and comment on the draft Annual Action Plan.
7	**Agency/Group/Organization**	**Glendale Economic Development Department**

	Agency/Group/Organization Type	• Planning organization • Services-Education • Services-Employment • Other government – Local
	What section of the Plan was addressed by Consultation?	Economic Development
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency was provided a direct opportunity to review and comment on the draft Annual Action Plan.
8	**Agency/Group/Organization**	**Maricopa Regional Continuum of Care**
	Agency/Group/Organization Type	*Services related to the following*: Housing; Children; Elderly Persons; Persons with Disabilities; Persons with HIV/AIDS; Victims of Domestic Violence; Homelessness; Other government - County Housing/PHA Regional organization Planning organization
	What section of the Plan was addressed by Consultation?	• Housing Need Assessment • Homelessness Strategy • Homeless Needs - Families with children • Homeless Needs - Chronically homeless • Homelessness Needs - Veterans • Homelessness Needs - Unaccompanied youth • Public Housing Needs

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency was provided a direct opportunity to review and comment on the draft Annual Action Plan.

Table 2 – Agencies, groups, organizations who participated

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Pathways Home	Maricopa Association of Governments (MAG) Continuum of Care	Developed throughout 2020 and 2021 among all members of MAG. This plan provides the framework for a regional approach to ending homeless through three actions: 1. Commit to work regionally to reduce homelessness; 2. Increase safe housing options; and 3. Support diverse partnerships to address homelessness.
Envision Glendale 2040	City of Glendale, Development Services Department	The Envision Glendale 2040 Plan's Housing Element was informed by the 2015-19 Consolidated Plan and focuses on offering a wide variety of housing types that meet the range of socioeconomic needs of the City's current and future residents.
Envision Glendale 2040 General Plan Land Use Map	City of Glendale, Development Services Department	The General Plan Land Use Map identifies areas of the City in which the City envisions opportunities for different zoning densities.
2020-25 Maricopa County Regional Analysis of Impediments to Fair Housing Choice	Maricopa County Human Services	The AIFHC provides information regarding the City's new strategies for informing citizens about Fair Housing laws. The lack of affordable and accessible housing for people with disabilities, continue to be challenges the City seeks to address within this Annual Action Plan.

City of Glendale Balanced Scorecard Strategy Map	City of Glendale City Manager's Office	One of the Strategy Map's four strategic priorities is to Improve Community Experience. HUD CPD-funded programs and services advance this section of the City Council's Strategic Pla by increasing access to safe and decent housing, promoting household stability, and providing public services to vulnerable populations.

Table 3 - Other local / regional / federal planning efforts

Identify any Agency Types not consulted and provide rationale for not consulting

The City did not deliberately exclude any type of agency, and in fact took the opposite approach to consultation in order to broadly capture comments from a diverse range of agencies. To this end, the City consulted with all partners in the development of this Annual Action Plan, specifically by inviting these agencies, including the city's primary broadband provider, Cox Communications, to review and comment on this draft of the 2026-27 Annual Action Plan per the Notice of 30-Day Public Comment period published in the Arizona Republic on March 18, 2026 and March 25, 2026. In addition to broadband service, these agencies represent various public, private and nonprofit industries that provide a host of services to low-and-moderate income Glendale residents, including, but not limited to: housing stability, financial self-sufficiency, employment, education, physical/mental/behavioral health, substance use disorder treatment, transportation, food security, clothing, basic household needs, case management services, and others. In addition to this range of services, these agencies serve a wide range of targeted populations, including but not limited to: veterans, seniors, the disabled, at-risk youth, including those exiting the foster care system, the homeless, survivors of domestic violence, justice-involved individuals, as well as untargeted low-and-moderate income individuals and families.

Narrative

The City understands and recognizes that no one organization has the capacity, technical expertise or financial resources to address the diverse needs of its low-and-moderate income residents described in this Plan. Therefore, the City will continue to prioritize cultivation of collaborative partnerships among the City, other local jurisdictions, the Glendale Housing Authority and diverse external agencies, businesses and special interest groups is expected to expand into the future. These partnerships will continue to strengthen our collective ability to eliminate gaps in services, expand service accessibility to hard to serve populations on the local and regional level, increase positive impacts in the community.

AP-12 Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation. Summarize citizen participation process and how it impacted goal-setting

To encourage broader citizen participation, the City provided the public with multiple opportunities to comment on the draft plan both during development and during the comment period. The completed plan was available for a 30-day comment period consistent with the City's Citizen Participation Plan and requirements in 24 CFR 91.

Efforts were made to provide accommodations and give opportunities to persons with disabilities and persons with Limited English Proficiency to provide input and public comments.

Some provisions were made to provide auxiliary aids to persons with disabilities with notices and plan documents provided in alternative formats upon request.

Public hearings were held at a time of day that would facilitate the participation of members of the public who work during normal business hours, and information and notices were provided through the City's website for persons not wishing or able to attend meetings.

- The City's Notice of Public Hearing and Notice of 30-day Comment period were published concurrently in the Arizona Republic on Wednesday, March 18, 2026 and March 25, 2026 with the 30-day public comment period starting on Thursday, March 26, 2026. Comments were also accepted by email, allowing the public to comment 24 hours a day from any location.
- The 1st Public hearing was conducted on Wednesday, March 4, 26 at 1:00 PM in person at the at a the GESD System of Care Center 7677 West Bethany Home Road, Glendale, AZ 85303.
- The 2nd Public hearing was held to coincide with the March 26, 2026 at 1:00 PM in person at the at a the GESD System of Care Center 7677 West Bethany Home Road, Glendale, AZ 85303.
- On February 19, 2026 and March 19, 2026 staff presented to the CDAC for feedback and a formal recommendation to fund activities at levels proposed by staff. The CDAC voted unanimously for this recommendation.
- On April 14, 2026 staff presented a summary of the Draft Plan to the City Council feedback and discussion on the activities and funding levels and received consensus direction from the Council to proceed with the CDAC's funding recommendations as presented.
- On May 12, 2026, City Council adopted the FY 2026-27 Annual Action Plan and the 2025-26 Substantial Action Plan Amendment.

All notices were advertised in accordance with the City's Citizen Participation Plan and Arizona Open Meeting Law. No public comments were received at the first public hearing, and there were no public comments received at the second public hearing. City Council Workshop discussed proposed activities and funding levels and provided consensus direction with minor adjustments to the CDBG public services awards. The final Annual Action Plan was adopted by the City Council on May 12, 2026.

Citizen Participation Outreach

Outreach Sort Order	Mode of Outreach	Target of Outreach	Summary of response and attendance	Summary of Comments received	Summary of comments not accepted and reasons
6	City Council Voting Meeting 05/12/26 regular meeting All City of Glendale Council proceedings are aired on Facebook and Youtube Live.	Public, City Council	All City Council members attended as well as several members of staff and the public	The City Council voted to accept the final FY 26-27 Annual Action Plan	NA
5	City Council Workshop 04/14/26 regular meeting All City of Glendale Council proceedings are aired on Facebook and Youtube Live.	Public, City Council	All City Council members attended as well as several members of staff and the public	City Council discussed proposed activities and funding levels and provided consensus direction to proceed with CDAC recommendations as proposed.	All comments accepted
4	Advertised as Public Hearing #2 – 3/26/26.	Public,	No members of the public attended	No comments received from the public	N/A
3	Community Development Advisory Committee (CDAC) Regular Meeting – 3/19/26.	CDAC Public	Five of nine committee members were in attendance and one	CDAC voted to make CDBG public services awards for City Council consideration	All comments accepted

			member of the public		
2	Advertised as Public Hearing #1 – 3/4/26.	Public	No members of the public attended	No comments received.	N/A
1	Community Development Advisory Committee Regular Meeting – 2/19/26.	Public	Seven of nine committee members were in attendance; No members of the public attended	CDAC voted to accept staff recommendations as is for City Council consideration.	All comments accepted

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

In all, the city has received $2,319,749 in CDBG funding; $208,860 in ESG funding; and $636,478, in HOME funding.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 2			Expected Amount Available Remainder of ConPlan: $		Narrative Description
			Annual	Program	Prior Year	Total: $		

			Allocation: $	Income: $	Resources: $			
CDBG	Public-Federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	2,319,746	50,000	0	6,959,238	9,328,984	Estimates assume years 3-5 of this Five-Year period remain level.
ESG	Public-Federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid Rehousing Rental Assistance Services Transitional housing Outreach Eviction Prevention	208,860	0	0	626,580	835,440	Estimates assume years 3-5 of this Five-Year period remain level.
HOME	Public-Federal	Affordable Housing – acquisition; construction and/or rehabilitation of affordable renter or owner-occupied single or multifamily housing; Tenant Based Rental Assistance; First Time Homebuyer Assistance	636,478	50,000	0	1,909,434	2,595,912	Estimates assume years 3-5 of this Five-Year period remain level.

Table 19 – Expected Resources – Priority Table Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City of Glendale's service delivery strategy prioritizes funding for local nonprofits that leverage additional resources to maximize services for residents. The City and its subrecipients provide matching HOME and ESG funding, ensuring that federal dollars are used strategically to attract local, state, and federal financial resources that enhance the impact of Glendale's HUD programs. HUD encourages funding recipients to demonstrate leveraged financial commitments, as combining multiple funding sources increases project efficiency, expands project scopes, and enhances overall effectiveness.

In FY 2026-27, the City of Glendale will allocate HOME funds from the Maricopa HOME Consortium to continue the Tenant-Based Rental Assistance Program operated by A New Leaf. In FY 2026-27 the City will complete transition the TBRA program in house and the Community Action Program will begin operating it. The 25% required HOME match for FY 2026-27 will be covered by prior-year HOME match carryover. Additionally, some planning and administrative costs related to managing federal grants, such as staffing and training expenses, will be funded through the city's General Fund.

The city will allocate its full FY 2026-27 ESG allocation to support and sustain the Homelessness Prevention and Rapid Rehousing efforts, with an equal non-federal funding match to further strengthen the city's response to homelessness.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan.

The City of Glendale does not hold fee-simple title to very much developable land, however it has invested significantly in expanding affordable housing opportunities, particularly for veterans. The city has partnered with the Veterans Community Project, selling a parcel of land at a reduced rate to support the development of affordable housing for veterans. Additionally, Glendale continues to invest in Low-Income Housing Tax Credit (LIHTC) projects, which not only expands affordable housing but leverages external funding sources that benefit the city. LIHTC developments attract a variety of other investments, helping Glendale maximize its affordable housing resources and drive long-term community growth. Since 2020, LIHTC-awarded projects located in the city have contributed over $500 Million in private investment in the development of nearly 1,300 new affordable units.

Discussion

By strategically leveraging multiple funding sources, Glendale ensures that federal resources generate the greatest possible impact, enhancing housing stability, preventing homelessness improving the quality of life for its residents.

Over the next four years, the City of Glendale will continue to strategically leverage federal funds alongside state, local, and private sources to maximize the impact of its housing, homelessness, and community development initiatives. By combining CDBG, HOME, and ESG funding with additional investment sources, the city aims to expand affordable housing, enhance homelessness prevention efforts, and support critical community services. This approach ensures that every dollar is used efficiently, creating sustainable, long-term benefits for Glendale residents and strengthening the city's ability to address evolving community needs.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Increase Access to Affordable Housing	2025	2029	Affordable Housing Public Housing	Citywide CDBG Target Areas - 85301 and 85302	Affordable Housing Fair Housing	CDBG: $2,319,746	Homeowner Housing Rehabilitated: 85 Households Tenant-based rental assistance: 50 Households Assisted
2	Increase Access to Homeless Services	2025	2029	Homeless	Citywide	Housing & Services for Homeless/At-Risk People	CDBG: $219,636 ESG: $193,195.50	TBRA Case Management: 50 low-acuity households assisted Homelessness Prevention and Rapid Rehousing: 8 households assisted
3	Increase Access to Public Services for Vulnerable Populations	2025	2029	Non-Homeless Special Needs	Citywide	Services & Facilities for Vulnerable Groups	CDBG: $347,961.90	Public service activities other than Low/Moderate Income Housing Benefit: 1,500 Persons Assisted
4	Advance Fair Housing Initiatives	2025	2029	Fair Housing	Citywide	Fair Housing	$0	This goal will be advanced through unfunded partnerships and referrals: 150 Persons Assisted
5	CDBG and ESG Program Administration	2025	2029	Program Administration	Citywide	Affordable Housing Housing & Services for Homeless/At-Risk People Services & Facilities for Vulnerable Groups Employment, Job Training, Financial Literacy Improved Neighborhood Facilities Fair Housing	CDBG: $463,949 ESG: $15,664.50	Other: 1000 Other

Table 20 – Goals

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Goal and Description Summary

	Goal Name	Goal Description
1	**Increase Access to Affordable Housing**	Glendale will work to promote availability of decent, affordable quality housing throughout the city through a variety of activities that may include: construction, rehabilitation and/or replacement of owner and renter housing, homeownership assistance, or rental assistance that helps low- and moderate-income families obtain or maintain housing. CDBG National Objective(s): BENEFIT TO LMI PERSONS/HOUSEHOLDS; SLUM/BLIGHT
2	**Increase Access to Homeless Services**	Through its ongoing Strategic Planning process with the MAG Continuum of Care, the city will identify ways to partner with government and nonprofit providers to offer additional emergency shelter, transitional shelter, permanent and supportive housing, and necessary services to mitigate crisis situations and promote self-sufficiency to homeless people and those at risk of homelessness. CDBG National Objective(s): BENEFIT TO LMI PERSONS/HOUSEHOLDS
3	**Increase Access to Public Services for Vulnerable Populations**	Through our funding of nonprofit agencies, the city will provide additional services to support low- and moderate-income people, including food assistance and senior and youth services. CDBG National Objective(s): BENEFIT TO LMI PERSONS/HOUSEHOLDS
4	**Advance Fair Housing Initiatives**	Per *42 U.S.C. §§ 3601-19, the Fair Housing Act,* all Federal programs relating to housing and urban development be administered in a manner that adhere to the statutory requirements of the Fair Housing Act. CDBG National Objective(s): BENEFIT TO LMI PERSONS/HOUSEHOLDS
5	**CDBG and ESG Program Administration**	Per *24 CRF 570.206(a)(1)*, the city will fund Program Administrative Costs. ELIGIBLE ACTIVITY: Program Administration Costs; Planning and Capacity-Building

AP-35 Projects - 91.420, 91.220(d)

Introduction

The following section provides the list of approved projects/activities for the use of entitlement

grant funds under the Community Development Block Grant (CDBG), Emergency Solutions Grants (ESG) HOME Investment Partnerships Program (HOME) and for FY 2026-27.

Grant Source and Amount:

- CDBG $2,319,746
- ESG $208,860
- HOME $636,478

Total FY 2026-27 Allocations: $3,165,084

The following activity will be funded with the city's FY 2026-27 HOME allocation provided through the Maricopa HOME Consortium and appear as a project in the Maricopa Home Consortium's Annual Action Plan for FY 2026-27. A total of $612,098 in HOME funds is expected to be received in FY 2026-27:

- **Tenant Based Rental Assistance** (TBRA) (24 CFR 92.209) – Provide HOME funding to the COG CAP Division for rental assistance and security deposits to eligible households through the city's TBRA program- $596,699.
- **HOME Administration** will be retained by the city – $39,779.

#	Project Name
1	Residential Rehabilitation
2	ESG Program Activities – Rapid Rehousing and Eviction Prevention
3	Public Housing Improvements
4	Tenant Based Rental Assistance Program (Case Management)
5	Public Services for Vulnerable Populations
6	CDBG Administration

Table 5 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

CDBG: Allocation priorities for the use of CDBG funds were based on the city's housing and community development needs assessment contained within the Consolidated Plan, deliberations of the CDAC and City Council, as well as funding applications received through the city's competitive grant application cycle. The application process relies on specific criteria to ensure that funds are allocated to the agencies that will use them in the most efficient and cost-effective manner. Organizations providing housing and community development services to address underserved needs were also consulted regarding their current activity levels and the needs of their constituent population. The efficient use of the previous year's resources and the field observations garnered by providers helped to determine levels of needs. The Comprehensive Housing Affordability Strategy (CHAS) data and other studies and planning

documents were also used to guide the determination of priorities.

ESG: In addition to the above criteria such as the needs assessment, CDAC and City Council deliberations, and previous expenditures, the city consulted with the Continuum of Care, along with other homeless service providers in determining allocation priorities for ESG funding.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	**Residential Rehabilitation and Emergency Home Repair**
	Target Area	Citywide
	Goals Supported	Increase Access to Affordable Housing
	Needs Addressed	Rehabilitation of existing homeowner and rental units
	Funding	CDBG: $878,544
	Description	The city will administer emergency home repair, roof and exterior repair, and home modifications for people with disabilities for private, single, and multifamily, renter and owner-occupied units. These activities will serve low- to moderate-income residents of the City of Glendale with assistance in maintaining safe, decent, affordable housing by ensuring families can remain in their homes, free of hazards or mobility impairments per CDBG regulations at 24 CFR 570.202, 570.201(I).
	Target Date	6/30/2028
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 85 households will be assisted. CDBG National Objective: Benefit to Low- and Moderate-Income Persons -- on a limited clientele basis; Matrix code: 03T; 24 CFR 570.201 (e)
	Location Description	Citywide

	Planned Activities	Funding for this activity will focus on life and safety issues, (e.g., roofing, HVAC, electrical and plumbing) and will cover the following program costs: construction; planning and permitting; title expenses; environmental reviews; hazard testing, mitigation and abatement; temporary relocation of occupants; and direct program delivery staff costs for residential rental rehabilitation, emergency housing rehabilitation, roof and exterior repair, and other owner- occupied rehabilitation. These costs are eligible under 24 CFR 570.202(a)(1) – CDBG matrix codes: 14A and 14B; 24 CFR 570.202(b)(2) – CDBG matrix code 14I; 24 CFR 570.202(b)(4) – CDBG matrix code 14F; 24 CFR 570.202(b)(5) – CDBG matrix code: and 24 CFR 570.202(b)(9) – CDBG matrix code 14H
2	**Project Name**	**ESG Program Activities – Rapid Rehousing and Eviction Prevention**
	Target Area	Citywide
	Goals Supported	Increase Access to Homeless Services Increase Access to Affordable Housing Public Services for Vulnerable Populations
	Needs Addressed	Affordable Housing & Services for Homeless/At-Risk People Services & Facilities for Vulnerable Groups
	Funding	ESG: $208,860
	Description	The city's full ESG activity award will be allocated to support Rapid Rehousing and Eviction Prevention activities and will include 7.5% General administration and oversight activities, such as payroll, supplies, training, overhead and other possible costs eligible under 24 CFR 576 and 2 CFR Part 200.
	Target Date	6/30/2028
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 8 households will benefit.
	Location Description	Citywide

	Planned Activities	The city will allocate the entire ESG activity allocation ($193,195.50) equally to support Rapid Rehousing and Eviction Prevention activities in Glendale and will reserve the eligible 7.5% of the award ($15,664.50) for administration. The city will match an equal amount ($96,597.75) to both Rapid Rehousing and Eviction Prevention. These activities are eligible under 24 CFR 576.103-106.
3	**Project Name**	**COG Public Housing Improvements**
	Target Area	None
	Goals Supported	Increase Access to Decent Affordable Housing Improve Quality of Public Facilities
	Needs Addressed	Affordable Housing General Public Facilities and Improvements
	Funding	CDBG: $409,655.10
	Description	The city will review its Public Housing Capital Improvement Plan and Needs Assessment to determine priority of work to be completed at one or more of the city's three public housing campuses. Work may include, but is not limited to: roofing, attic insulation, exterior painting, site improvements, and others as defined in the Public Housing CIP and will improve the water and/or energy conservation of the public housing units or properties.
	Target Date	6/30/2028
	Estimate the number and type of families that will benefit from the proposed activities	Up to 155 households may benefit across three public housing campuses.
	Location Description	6106 W Lamar Rd (Lamar Homes); 5320 W. Maryland Ave (Cholla Vista Apartments) and 5215 W Ocotillo Rd (Glendale Homes), Glendale, AZ 85301

	Planned Activities	Funds will be available for construction, engineering, architectural planning and permitting, environmental review, hazardous material testing and abatement, staff costs and others that may be required to complete this activity. National Objective: Low/Mod Housing (LMH); matrix code: 14C eligible under 24 CFR 570.202(a)(2).
4	**Project Name**	**Tenant Based Rental Assistance (Case Management)**
	Target Area	Citywide
	Goals Supported	Increase Access to Homeless Services Increase Access to Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	CDBG: $219,636
	Description	This project will support the HOME funded Tenant Based Rental Assistance (TBRA) Program.
	Target Date	6/30/2028
	Estimate the number and type of families that will benefit from the proposed activities	Up to 50 households may benefit through the TBRA program
	Location Description	Citywide
	Planned Activities	The planned activity will support a HOME-funded Tenant-Based Rental Assistance (TBRA) program by providing housing-related case management services to income-qualified households to promote housing stability and access to safe, affordable housing. National Objective: Low/Mod Housing (LMH); matrix code: 14K 14 J
5	**Project Name**	**CDBG Public Services for Vulnerable Populations**
	Target Area	Citywide
	Goals Supported	Public Services for Vulnerable Populations

Needs Addressed	Services & Facilities for Vulnerable Groups
Funding	CDBG: $347,961.90
Description	These programs will provide nutritional assistance, activities, wellness programs, transportation, paperwork assistance, and other services to Glendale seniors, youth, persons with disabilities, survivors of domestic violence and other vulnerable populations.
Target Date	6/30/2027
Estimate the number and type of families that will benefit from the proposed activities	The planned activities will benefit up to 587 individuals, with a focus on Seniors, People with disabilities, and Survivors of Domestic violence, among others.. CDBG National Objective: Benefit to Low- and Moderate-Income Persons - on a limited clientele basis; Matrix code: 05A; 24 CFR 570.201 (e)
Location Description	Citywide
Planned Activities	• Arizona YWCA Metro Phoenix: The Senior Nutrition Program will provide home-delivered meals, dining room meals at four Glendale locations, offering socialization and recreational activities, wellness programs and events, pet food distribution, and transportation. ($76,763.98) • Boys & Girls Clubs of the Valley: Swift Kids Club offers after-school, school break, and summer programs aimed at preventing academic decline. It provides homework help, tutoring, STEAM modules, and exposure to visual and performing arts. ($11,514.60) • Chrysalis Shelter: The shelter program provides trauma-informed case management for domestic violence survivors, including counseling, victim advocacy, and life skills and job readiness classes. It also offers referrals to housing, legal aid, mental health, substance use services, childcare, financial assistance, employment, and healthcare. ($15,352.80)

		• Duet: Partners In Health & Aging: The program offers free volunteer services for low-income, homebound seniors, including transportation to appointments, pharmacies, and senior centers. Volunteers also assist with grocery shopping, minor home repairs, friendly visits, and socialization support. ($23,029.19) • A New Leaf: The emergency and transitional housing program serves single adults and families fleeing abuse. It offers wrap-around services, including crisis stabilization, safety planning, case management, childcare, financial empowerment, life skills workshops, and assistance with permanent housing and other referrals. ($92,116.77) • Sun City Area Interfaith Services, Inc./Benevilla: The program offers adult day programs for seniors, including memory care, medication assistance, and nutritious meals, while providing relief for caregivers. It also features engaging activities like exercise and creative projects. ($15,352.80) • One Step Beyond Inc.: The award funds renovations, kitchen equipment, and food costs for the Glendale Culinary Training and Catering Program, which teaches adults with intellectual disabilities cooking skills to promote independence and employment. ($15,352.80) • Big Brothers Big Sisters of Central Arizona: The program provides one-on-one mentoring for low-income, at-risk youth aged 6-18, pairing them with adult volunteers for emotional support, leadership activities, and homework help. Youth also receive professional case management. ($19,190.99) • Treasure House: Through the Employment and Life Skills Training Program, residents create a personal life plan with employment, educational, and health/wellness goals. The priority goal is obtaining meaningful employment. ($23,029.19) • Sojourner Center: The program offers up to 120 days of housing and 24/7 support for survivors of domestic violence, sexual assault, or stalking. With 30 rooms and a duplex (134 beds total), we provide survivors with safety, childcare, pet services, three meals a day, and access to tools and resources necessary to heal ($37,067.79)

		• Arizona Burn Foundation: Expanding ABF's primary prevention program will deliver free smoke alarm installations and fire-safety education directly to high-risk, low-income Glendale households identified in partnership with the Glendale Fire Department. Across five weekend events, we will replace or install 10-year sealed smoke alarms in up to 500 households and educate up to 1,000 residents across five neighborhoods, directly preventing injuries, deaths, and home loss in vulnerable communities. ($19,190.99)
6	**Goals Supported**	**CDBG Program Administration**
	Needs Addressed	Affordable Housing Housing & Services for Homeless/At-Risk People Services & Facilities for Vulnerable Groups Employment, Job Training, Financial Literacy Improved Neighborhood Facilities Fair Housing
	Funding	CDBG: $463,949
	Description	General administration and oversight activities, such as payroll, supplies, training, overhead and other possible costs eligible under 24 CFR 570.206.
	Target Date	6/30/2027
	Estimate the number and type of families that will benefit from the proposed activities	All program beneficiaries will benefit from the completion of administrative activities.
	Location Description	Primary administrative functions occur at the City of Glendale's Community Services Office at 7677 W Bethany Home Road, Building E, Glendale, AZ 85303.
	Planned Activities	General administration and oversight activities, such as payroll, supplies, training, overhead and other possible costs eligible under 24 CFR 570.206.

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed.

The City of Glendale has identified LMI target areas where 51% or more of households have incomes at or below 80% of the AMI as defined and adjusted annually by HUD. The city does not strictly direct funding to these areas. In accordance with CDBG, ESG, and HOME regulations, resources are allocated based on the income characteristics of beneficiaries. As such, the city allocates resources for public service activities, affordable housing, and emergency home repair on a citywide basis, ensuring assistance reaches eligible low- to moderate-income households regardless of geographic location.

The city estimates 90% of funding will be allocated citywide, while approximately 10% may focus in ZIP codes 85301 and 85302, due to the areas having a higher concentration of LMI households and affordable housing needs.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	**90**
CDBG Targeted Areas – 85301 and 85302	**10**

Table 6 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Generally, allocation of funds is not based on geographic priorities except an area benefit National Objective is utilized under the CDBG program.

Discussion

The City of Glendale implements activities that provide direct benefits to LMI households and individuals and area-wide benefits that enhance neighborhoods with high concentrations of LMI residents. The Annual Action Plan outlines specific activities and details the compliance method used to meet CDBG's National Objective, ensuring that programs effectively serve and improve conditions for LMI residents regardless of where City they reside in the City.

AP-65 Homeless and Other Special Needs Activities - 91.420, 91.220(i)

Introduction

The city is committed to addressing homelessness and supporting homeless individuals and families in need through strategic planning and coordinated efforts. By leveraging local, regional, and federal resources, the city works to maximize the impact of its investments in housing, supportive services, and homelessness prevention. Through collaboration with service providers, nonprofit organizations, and other regional partners, Glendale aims to create sustainable solutions that improve housing stability and enhance the well-being of its most

vulnerable residents.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including; reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The city will continue to operate the Glendale Works program, which provides daytime employment opportunities and engagement with case management for individuals experiencing homelessness. All FY 2026-27 ESG funding will be directed to the Community Action Program (CAP) equally for Rapid Rehousing and Eviction Prevention, ensuring households facing housing instability receive rental assistance, case management, and supportive services.

Additionally, the city has allocated HOME funds through Maricopa County for Tenant-Based Rental Assistance (TBRA) to provide up to 24 months of rental assistance for individuals and families transitioning from homelessness to permanent housing. These coordinated efforts aim to reduce homelessness, prevent evictions, and support individuals in achieving long-term housing stability. The city has also allocated CDBG funding to support case management services for TBRA clients.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Glendale has limited emergency housing options but is actively working to expand shelter availability and outreach services**.** The City supports programs such as *Maggie's Place*, which offers shelter and supportive services for homeless pregnant women and mothers with young children. Glendale also partners with *Phoenix Rescue Mission* to provide street outreach, case management, and housing navigation services that connect individuals experiencing homelessness with shelter and critical resources to address their housing needs.

In addition, the City continues to partner with existing providers and has coordinated with Surprise and other West Valley cities to establish the West Valley Shelter Collaborative. This regional effort provides dedicated emergency shelter bed space, allowing for a more immediate and coordinated response for individuals and families experiencing a housing crisis. The initiative is supported through the City's opioid settlement funding.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were

recently homeless from becoming homeless again

The City of Glendale is committed to reducing homelessness, increasing availability of permanent housing, and preventing individuals and families from re-entering homelessness. To streamline connections to housing, the city has adopted a local preference policy for Public Housing, prioritizing Glendale residents on the waitlist experiencing homelessness. To further support housing stability, the city funds rental, mortgage, and utility assistance programs through local nonprofits and the Community Action Program (CAP), ensuring that families at risk of homelessness can maintain stable housing. The city is also investing multiple years of HOME and CDBG funds to support a Tenant-Based Rental Assistance (TBRA) program, providing medium-term rental and utility assistance for up to two years. Priority is given to households currently experiencing or at imminent risk of homelessness.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions) or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City of Glendale works to prevent homelessness by providing direct financial assistance, service coordination, and housing stability programs for individuals and families at the greatest risk of homelessness. The city seeks to fund rental, mortgage, and utility assistance through the Community Action Program (CAP) and local nonprofit partners, ensuring that low- and extremely low-income households can maintain stable housing.

The city collaborates with public safety agencies, homeless service providers, healthcare organizations, and mental health agencies to support individuals exiting publicly funded institutions and systems of care. Through these partnerships, individuals are connected to housing navigation, case management, workforce development, and educational programs. They may also be referred to other supportive services that promote stability and encourage long-term independence. These efforts help reduce the risk of homelessness. The Tenant-Based Rental Assistance (TBRA) program offers medium-term rental assistance, prioritizing those at imminent risk of homelessness, including individuals discharged from foster care. Through these coordinated efforts, Glendale aims to provide proactive solutions that prevent homelessness and support successful reintegration into stable housing.

Discussion

The City of Glendale's FY 2026-27 Annual Action Plan allocates over $1 million in CDBG, HOME, ESG, and related funding sources to address homelessness and housing instability through a comprehensive strategy. These funds support a range of initiatives, including Rapid Rehousing

and Eviction Prevention, Tenant-based Rental Assistance, utility assistance, food and case management services, employment programs, shelter, and supportive services. Additional investments focus on homeless and housing navigation, street outreach, self-sufficiency programming, and long-term housing solutions aligned with the Housing First model. Through these targeted efforts, the city aims to prevent homelessness, provide immediate support to those in crisis, and create sustainable pathways to housing stability.

*A*P-85 Other Actions - 91.420, 91.220(k)

Introduction

The following sections will address the city's approach to meet the need to foster and maintain affordable housing, reduce lead-based paint hazards, reduce the number of poverty-level families, develop institutional structure, and enhance coordination between public and private agencies.

Actions planned to address obstacles to meeting underserved needs

In addition to the CDBG and ESG activities described in previous sections, the city will continue its strategy of leveraging its HOME resources, along with those of nonprofit agencies, to maximize the impact of funding dollars in meeting housing needs of residents. The city has also expanded its efforts to participate in regional coalitions, such as MAG and various subcommittees of the CoC, to coordinate its efforts to support homeless families and those facing significant housing problems or cost burdens. Glendale also continues to seek out additional funding from local, state, or Federal sources to supplement its efforts.

Actions planned to foster and maintain affordable housing

The city of Glendale will continue to expand and strengthen programs that support housing stability and affordability for low- and moderate-income residents. The Tenant-Based Rental Assistance (TBRA) program helps families maintain stable housing while serving as a bridge to permanent and sustainable housing after two years of assistance.

The city will also continue partnering with the Community Action Program (CAP) to provide Rapid Rehousing and Eviction Prevention assistance, including rental, mortgage, and utility assistance for eligible households at risk of displacement. Additionally, Glendale will invest in its Emergency Home Repair Program to preserve and improve the existing affordable housing stock, ensuring that low-income homeowners can maintain safe and habitable living conditions while preventing loss of affordable units due to deterioration.

To foster availability of stable housing, Glendale leverages Community Planning and

Development (CPD) funding to support Low-Income Housing Tax Credit (LIHTC) projects. By the end of 2026, these efforts will have added a total of 1,382 new affordable housing units, significantly increasing long-term housing opportunities for individuals and families. The city currently has approximately $2 million set aside for the purpose of providing local gap financing for future 9 and 4% LIHTC deals.

Actions planned to reduce lead-based paint hazards

The city will address lead-based paint (LBP) hazards within the implementation of its home repair programs. HUD regulations, at 24 CFR Part 35, require that lead-based paint be controlled before the rehabilitation of housing units, particularly if children under the age of six occupy the units. The city conducts the required LBP Risk Assessment (LRA) based on the level of Federal funds invested in the rehabilitation of units constructed prior to 1978. Based on the results of LRAs, the city requires that contractors use interim controls or abatement practices to address identified hazards. All construction regardless of level hazard includes the use of Safe Work Practices to prevent contamination.

Actions planned to reduce the number of poverty-level families

The city of Glendale, in collaboration with nonprofit partners, will continue to provide assessments, referrals, and supportive services to help low-income and homeless individuals and families achieve self-sufficiency. Local service providers will offer food assistance, housing navigation, and case management to connect residents with stable housing and essential resources. Additional programs will include employment referrals, job training, financial literacy education, and debt management support, equipping individuals with the tools needed to increase financial stability and reduce reliance on assistance programs.

Actions planned to develop institutional structure

The City of Glendale recognizes that a coordinated local and regional response is essential to effectively supporting homeless and low-income populations. To maximize impact, the city will strengthen partnerships across departments, particularly within Community Services, and collaborate with nonprofit organizations and public entities at the city, county, and state levels to enhance service delivery.

The city will also explore opportunities to provide or support training for staff and service providers on affordable housing, fair housing, economic development, and community development to ensure effective program administration and compliance. By reinforcing these partnerships and expanding training efforts, Glendale aims to improve the institutional capacity

needed to address housing and social service challenges efficiently.

Actions planned to enhance coordination between public and private housing and social service agencies

The city will continue to rely on the guidance of the Community Development Advisory Committee, comprised of a cross-section of Glendale residents including public housing residents, to review applications and make recommendations for funding public services. Through its CDBG, HOME, and ESG funding, the city works with numerous government, nonprofit, and private housing programs to meet the housing and service needs of Glendale residents.

Discussion

The city has a wide network of partners to coordinate services to address the needs of the community which includes various city Departments, Boards/committees, nonprofit agencies; and for-profit businesses. Working cooperatively to develop appropriate and efficient structures is a priority in order to maximize leverage of skills, funding and resources to address the city's housing, homelessness, social and economic needs.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

The following section provides information related to the city's program income and National Objective considerations, followed by considerations for the use of ESG funds.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

	Est
1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	$50000.00
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0

3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**Est $50000.00**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income.	90.00%

Emergency Solutions Grant (ESG)
Reference 91.220(l)(4)

1. **Include written standards for providing ESG assistance (may include as attachment)**

   The city maintains program policies and procedures, to guide the administration of its programs. This information is stored on a cloud-based file sharing system, available to all Community Services Department employees ESG standards for providing assistance are also included in all subrecipient agreements with service providers.

   The city actively collaborates with the Continuum of Care (CoC) and its lead agency, the Maricopa Association of Government, by serving on its ESG Committee to standardize the contracting, eligibility, monitoring and reporting documentation processes to fulfill the requirements of the ESG program. The Continuum includes the State of Arizona and the city of Phoenix.

2. **If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.**

   The Maricopa Association of Governments (MAG) administers the regional Continuum of

Care (CoC). According to the MAG CoC Regional Committee on Homelessness Governance Charter and Operating Policies, the CoC approved the Service Prioritization Decision Assessment Tool (SPDAT) and the Family SPDAT as the region's common assessment tool. The tool was developed in collaboration with municipalities, homeless services providers, and funders. The goal of the Coordinated Assessment System is to end homelessness quickly and effectively by following a housing first approach. The assessment system provides multiple coordinated entry points throughout the region, streamlines the referral process, and prioritizes individuals and families with the highest level of needs.

Homeless Management Information System (HMIS)

HMIS is an electronic data collection system that facilitates the collection of information on persons who are homeless or at risk of becoming homeless. The HMIS is administered by Solari, who collaborates with Maricopa County and AZ Balance of State Continuums of Care. ESG subrecipients are required to report program participant-level data such as the number of persons served and their demographic information (i.e., Universal Data Elements) in the HMIS database, in accordance with HUD published HMIS and data standards, and other community standards as may be adopted by the City of Glendale and/or the CoC.

3. **Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).**

   The City of Glendale allocates its Emergency Solutions Grant (ESG) funding for Rapid Rehousing and Homelessness Prevention services through an internal allocation to the Community Action Program (CAP), in accordance with City Council direction. Rather than utilizing a competitive grant application process, the City Council has directed that these ESG funds be administered internally to ensure consistent, streamlined service delivery to eligible residents.

   CAP staff deliver ESG-funded services directly and in compliance with HUD requirements, focusing on stabilizing households and preventing or ending homelessness through targeted financial assistance and case management. While the ESG program is administered internally, the City continues to collaborate with private nonprofit, community-based, and faith-based organizations to support coordinated outreach, referrals, and supportive services that complement the City's ESG-funded efforts.

4. **If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions**

regarding facilities and services funded under ESG.

The Continuum of Care is governed by a Board which is the policy-setting and decision-making body for the CoC and receives input from various committees including the ESG Committee, on which the city serves as a member and participates in its coordination of efforts to address homelessness in the region. The city will meet the requirement at 24 CFR 576.405(a) since at least one homeless or formerly homeless individual serves on the CoC Board as well as on the Committee on Homelessness. The Committee on Homelessness is responsible for making recommendations and providing input to the CoC Board.

5. **Describe performance standards for evaluating ESG.**

The city will evaluate performance under the ESG program primarily by tracking goals related to the number of beneficiaries assisted with Homeless Prevention, Rapid Rehousing, or Emergency Shelter. The city will also use the timely distribution of funds as a performance standard. Program outcomes will be reported in the Consolidated Annual Evaluation Report (CAPER). The city will monitor ESG subrecipients to ensure that funds have been spent on eligible costs and that program regulations and requirements have been met. The city will also consult with the CoC on meeting regional goals to end homelessness as identified in the regional action plan, Pathways Home. The ESG program requires that the city must provide a 100% match from other sources. The city shall ensure that match amounts including other grants, cash, general funds, in kind services and costs are tracked and documented for both its own operations and the operations of its subrecipients under the program.

Discussion See above

AGENDA ITEM: 29.

CITY COUNCIL REPORT

MEETING DATE: 05/12/2026
SUBMITTED FOR: Michelle Woytenko, Director
DEPARTMENT: Field Operations

Subject

RESOLUTION NO. R26-44

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ENTERING INTO AN AGREEMENT TO ACCEPT AND EXPEND FUNDS FROM THE FY2026 CONGESTION MITIGATION AND AIR QUALITY IMPROVEMENT GRANT AWARD FROM THE MARICOPA ASSOCIATION OF GOVERNMENTS IN THE APPROXIMATE AMOUNT OF $365,929 FOR THE PURCHASE OF ONE PM-10 CERTIFIED STREET SWEEPER.
Presented by: Michelle Woytenko, Director, Field Operations

Purpose and Recommended Action

This is a request for the City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to accept a federal Congestion Mitigation and Air Quality Improvement (CMAQ) grant from the Maricopa Association of Governments (MAG) in an amount not to exceed $365,929.

Background

In September 2025, the Field Operations Department submitted an application to MAG for federal CMAQ funding for a certified street sweeper for use on city streets. On March 26, 2026, MAG approved the city's funding request in an amount not to exceed $365,929.

Analysis

The federal CMAQ grant from MAG allows the city to purchase a certified street sweeper with a 5.7% cash match, or $20,859.00. After submitting the application for CMAQ funding, Field Operations staff from Solid Waste Management and Fleet Management analyzed sweeper specifications and selected the Schwarze MG Avalanche to best meet the City's needs.

Previous Related Council Action

On May 10, 2022, Council approved acceptance of a grant from the Maricopa Association of Governments for the purchase of one street sweeper.

On September 28, 2021, Council approved acceptance of a grant from the Maricopa Association of Governments for the purchase of one street sweeper.

On May 28, 2019, Council approved the Intergovernmental Agreement (IGA) with the Arizona Department of Transportation (ADOT) Procurement for the purchase and payment to the supplier by the City and receive reimbursement from a Maricopa Association of Governments

Grant for one street sweeper.

On April 10, 2018, Council approved acceptance of a grant from the Maricopa Association of Governments for the purchase of two street sweepers.

On March 28, 2017, Council approved acceptance of a grant from the Maricopa Association of Governments and authorized entering Into a Linking Agreement for the purchase of a street sweeper. On June 14, 2016, Council approved acceptance of a grant from the Maricopa Association of Governments and authorized entering Into a Linking Agreement for the purchase of a street sweeper.

On June 25, 2013, Council approved acceptance of a grant from the Maricopa Association of Governments and authorized entering into a Linking Agreement for the purchase of a street sweeper for the Glendale Municipal Airport.

Community Benefit/Public Involvement

Acceptance of this grant will allow the city to purchase one new street sweeper maintaining its fleet of 6 sweepers. The use of a certified street sweeper contributes to improved air quality in Maricopa County by reducing the amount of dirt and dust on roadways that have the potential of becoming airborne due to vehicular traffic and blowing wind.

Fiscal Impact

Fiscal Year:	FY2025-26
Fiscal Year Amount Requested:	$20,859
Budgeted Y/N?:	Y
Account:	TBD
Transfer Required? Y/N:	N
If Yes, what account will be used?:	

Budget and Financial Impacts:

Funding for the city's 5.7% local match of the grant are available in the Fiscal Year 2025-26 Solid Waste Capital Improvement Plan. A specific account number will be established in the city’s grant fund, once the grant agreement is awarded and fully executed. Expenditures in future fiscal years are contingent upon Council budget approval.

Attachments

R26-44

How was the item procured: Grant

Strategic Plan Connection:

Tier 1 Objective: Improve Community Experience

RESOLUTION NO. R26-44

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ENTERING INTO AN AGREEMENT TO ACCEPT AND EXPEND FUNDS FROM THE FY2026 CONGESTION MITIGATION AND AIR QUALITY IMPROVEMENT GRANT AWARD FROM THE MARICOPA ASSOCIATION OF GOVERNMENTS IN THE APPROXIMATE AMOUNT OF $365,929 FOR THE PURCHASE OF ONE PM-10 CERTIFIED STREET SWEEPER.

WHEREAS, the City of Glendale requested one PM-10 certified street sweeper which was approved for FY2026 in an amount not to exceed $365,929; and

WHEREAS, the City of Glendale has agreed to provide a 5.7% cash match and to purchase the street sweeper no later than March 26, 2027.

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

SECTION 1. That the City Council of the City of Glendale authorizes the City Manager to accept and expend funds awarded by the Maricopa Association of Governments for the FY2026 Congestion Mitigation and Air Quality Improvement grant award in the approximate amount of $365,929 for the purchase of one PM-10 certified street sweeper. Said Agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and City Clerk are authorized and directed to execute and deliver such agreement and for the acceptance and expenditure of said grant on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 12th day of May, 2026.

_____
Mayor Jerry P. Weiers

ATTEST:

_____
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Michael D. Bailey, City Attorney

REVIEWED BY:

_____
Patrick Banger, City Manager

AGENDA ITEM: 30.

CITY COUNCIL REPORT

MEETING DATE: 05/12/2026
SUBMITTED FOR: Ryan Freeburg, Fire Chief
DEPARTMENT: Fire

Subject

RESOLUTION NO. R26-45

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN AND AMONG THE ARIZONA FIRE & MEDICAL AUTHORITY, CITY OF AVONDALE, THE CITY OF BUCKEYE, THE CITY OF EL MIRAGE, THE CITY OF GLENDALE, THE CITY OF GOODYEAR, THE CITY OF PEORIA, THE CITY OF SURPRISE, THE CITY OF TOLLESON, THE DAISY MOUNTAIN FIRE AND MEDICAL DISTRICT, AND THE SUN CITY FIRE DISTRICT FOR USE OF FIRE APPARATUS.
Presented by: Ryan Freeburg, Fire Chief

Purpose and Recommended Action

This is a request for the City Council to waive reading beyond the title and adopt a resolution to enter into an intergovernmental agreement (IGA) with the Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District for the ability to lend and borrow fire apparatus on an as-needed basis to benefit public safety.This Agreement shall commence on the Effective Date referenced above and shall continue in force for five (5) years or until terminated by formal act of the parties.

Background

The City of Surprise recently proposed an IGA offering West Valley Fire Departments the ability to lend and borrow fire apparatuses on an as-needed basis to support regional public safety.

Analysis

This IGA would allow the City of Glendale to borrow engines, ladders, ambulances, and other emergency response vehicles in cases where our current fleet is diminished and unable to meet the needs of our city for emergency response. In addition, this would allow us the ability to help our neighboring Fire Departments by lending them apparatus in similar situations.

Previous Related Council Action

No previous action.

Community Benefit/Public Involvement

The ability to borrow and lend fire apparatus would provide the community with another level of reliable emergency response whereas catastrophic events and unforeseen issues with our fleet can be addressed using a similar model to automatic aid with our actual equipment and fleet.

Attachments

R26-45

IGA with Multiple Cities

Strategic Plan Connection:

Tier 1 Objective: Improve Asset Management

Tier 2 Objective: Enhance Resource Alignment

RESOLUTION NO. R26-45

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN AND AMONG THE ARIZONA FIRE & MEDICAL AUTHORITY, CITY OF AVONDALE, THE CITY OF BUCKEYE, THE CITY OF EL MIRAGE, THE CITY OF GLENDALE, THE CITY OF GOODYEAR, THE CITY OF PEORIA, THE CITY OF SURPRISE, THE CITY OF TOLLESON, THE DAISY MOUNTAIN FIRE AND MEDICAL DISTRICT, AND THE SUN CITY FIRE DISTRICT FOR USE OF FIRE APPARATUS.

WHEREAS, the City and Partnering Agencies (Parties') are authorized and empowered to enter into an Intergovernmental Agreement for the provision of services or for joint or cooperative action pursuant to Arizona Revised Statutes (A.R.S.) §11-952. The City is also authorized and empowered pursuant to Article 1 Section 3, of the Charter of the City of Glendale; and

WHEREAS, it is the desire of the above parties to work together for the mutual benefit of the public, each party's community, and each party's personnel and students; and

WHEREAS, partnering agencies agree to lend and borrow the use of various fire apparatus on an as-needed basis to benefit public safety.

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

SECTION 1. That the City Council of the City of Glendale authorizes the City Manager to enter into an Intergovernmental Agreement with the Partnering Agencies for the use of various fire apparatus on an as-needed basis to benefit public safety that will be responsive to the needs of the Parties. Said agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute any and all documents necessary to enter into said agreement on behalf of the City of Glendale.

(Signatures on following page.)

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 12th day of May, 2026.

_____
Mayor Jerry P. Weiers

ATTEST:

_____
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Michael D. Bailey, City Attorney

REVIEWED BY:

_____
Patrick S. Banger, City Manager

INTERGOVERNMENTAL AGREEMENT BETWEEN AND AMONG THE ARIZONA FIRE & MEDICAL AUTHORITY, CITY OF AVONDALE, THE CITY OF BUCKEYE, THE CITY OF EL MIRAGE, THE CITY OF GLENDALE, THE CITY OF GOODYEAR, THE CITY OF PEORIA, THE CITY OF SURPRISE, THE CITY OF TOLLESON, THE DAISY MOUNTAIN FIRE AND MEDICAL DISTRICT, AND THE SUN CITY FIRE DISTRICT FOR USE OF FIRE APPARATUS

This Intergovernmental Agreement ("Agreement") is entered into as of the day and date set forth on the respective signature pages between and among the Arizona Fire & Medical Authority ("AZ Fire"), City of Avondale ("Avondale"), the City of Buckeye ("Buckeye"), the City of El Mirage ("El Mirage"), the City of Glendale ("Glendale"), the City of Goodyear ("Goodyear"), the City of Peoria ("Peoria"), the City of Surprise ("Surprise"), the City of Tolleson ("Tolleson"), the Daisy Mountain Fire and Medical District ("Daisy Mountain"), and the Sun City Fire District ("Sun City") (individually a "Lending Partnering Agency" or "Borrowing Partnering Agency" as applicable and as set forth in each Equipment Use Letter, collectively "Partnering Agencies" and also referred to as "Parties").

The Partnering Agencies are authorized and empowered by provisions of their respective city laws and A.R.S. §11-951 et seq to enter into this Agreement.

IN CONSIDERATION of the mutual promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency which is acknowledged, the Parties agree as follows:

ARTICLE I. PURPOSE

The Partnering Agencies would like the ability to lend and borrow the use of various fire apparatus on an as-needed basis to benefit public safety.

ARTICLE II. STATEMENT OF SERVICES

1. Partnering Agencies agree to lend and borrow, the following described fire apparatus ("Loaned Equipment") AS IS:

- □ Engine(pumper)
- □ Ladder
- □ Ambulance
- □ other emergency response vehicle

2. Loaned Equipment Pickup. After the commencement of the Term, when a loan of Equipment has been arranged, Borrowing Partnering Agency shall be responsible for picking up the Loaned Equipment from the Lending Partnering Agency's designated facility and filling out the Equipment Use Letter "Exhibit A" attached.

3. Use. Borrowing Partnering Agency shall use the Loaned Equipment in a careful and proper manner and solely for the purpose of fire prevention, firefighting, and life-saving treatment and transportation. Proper use shall be within the specifications set forth by the manufacturer(s) of the Loaned Equipment. Borrowing Partnering

Agency further shall comply with and conform to all national, state, municipal, police and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Loaned Equipment.

4. Right to Lend Equipment. Lending Partnering Agency warrants to Borrowing Partnering Agency that Lending Partnering Agency is authorized to lend the Loaned Equipment to the Borrowing Partnering Agency as provided in this Agreement and Borrowing Partnering Agency warrants to Lending Partnering Agency that Borrowing Partnering Agency is authorized to borrow the Loaned Equipment from the Lending Partnering Agency as provided in this Agreement.

5. Ownership. Title to the Loaned Equipment and ownership thereof shall at all times be registered in the name of the City or the name of the District of the Lending Partnering Agency and the Borrowing Partnering Agency shall have no right to use or possess the Loaned Equipment, except as set forth in this Agreement.

6. Repairs. Borrowing Partnering Agency shall not be responsible for damage caused from ordinary wear and tear. “Ordinary wear and tear” shall mean only the normal deterioration of the Loaned Equipment caused by ordinary, reasonable and proper use of the Loaned Equipment and within the specifications set forth by the manufacturer(s) thereof. The Borrowing Partnering Agency and the Lending Partnering Agency shall operate in good faith in determining what constitutes damage by use that is not “ordinary wear and tear.”

7. Operating Costs. Borrowing Partnering Agency shall pay all applicable operating costs necessary for its use of the Loaned Equipment, including the cost of fuel, oil, other necessary vehicular fluids (such as diesel exhaust fluid), licenses, license registration fees, municipal licenses and inspection fees.

8. Inspection. Lending Partnering Agency shall have the right to inspect the Loaned Equipment, without prior notice at all reasonable times during the Term. Borrowing Partnering Agency further agrees to comply with the inspection per the Lending Partnering Agency’s requirements and have the Loaned Equipment inspected per the Lending Partnering Agency’s requirements at such location as Lending Partnering Agency shall designate.

9. Alteration. Borrowing Partnering Agency shall not alter, add, or allow any other party to alter or add to the Loaned Equipment in any way without the prior written approval of Lending Partnering Agency. Any approved alterations or additions to the Loaned Equipment shall become and remain the property of the Lending Partnering Agency.

10. Surrender. Upon the expiration of the Term or earlier termination of this Agreement, Borrowing Partnering Agency shall return the Loaned Equipment to Lending Partnering Agency in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted

11. Warranty. Borrowing Partnering Agency acknowledges and agrees that Lending Partnering Agency makes no warranties whatsoever, either express or implied, including without limitation the Loaned Equipment’s merchantability or fitness for any particular purpose.

12. Notwithstanding any repossession or any other action which Lending Partnering Agency may take, Borrowing Partnering Agency shall be and remain liable for the full performance of all obligations on the part of Borrowing Partnering Agency to be performed under this Agreement. All of Lending Partnering Agency's remedies are cumulative and may be exercised concurrently or separately.

ARTICLE III. TERM OF THE AGREEMENT

1. Term:

This Agreement shall commence on the Effective Date referenced above and shall continue in force for five (5) years or until terminated by formal act of the Parties.

2. Termination and Cancellation:

2.1 Termination

Any Party at their convenience, by written notice, may terminate this Agreement in whole or in part by providing thirty days (30) written notice to the other Parties. The Parties acknowledge that this Agreement is subject to the cancellation by any Party pursuant to the provisions of A.R.S. § 38-511. Upon cancellation or termination of this Agreement, each Party will retain ownership of their solely provided property for the purposes of disposing of property on termination.

2.2 Cancellation

Further, the Parties agree that a Lending Partnering Agency shall have the right to cancel a specific equipment use upon five (5) days prior written notice of cancellation of an Equipment Use Letter, if the Lending Partnering Agency's Fire Chief determines in his sole discretion that the Lending Partnering Agency has a need for the Loaned Equipment. Within five (5) calendar days of the Borrowing Partnering Agency's receipt of such a notice, the Borrowing Partnering Agency shall return the Loaned Equipment to the Lending Partnering Agency at its designated facility.

ARTICLE IV. GENERAL TERMS AND CONDITIONS

1. 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) will govern its interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement that cannot be administratively resolved, or otherwise related to or arising from this Agreement, will be commenced and maintained in the state or federal courts in the State of Arizona, Maricopa County, and each of the Parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

2. Implied Terms:

Each and every provision of law and any clause required by law to be in this Agreement shall be read and enforced as though it were included herein, and, if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of any Party, the Agreement shall be amended to make such insertion or correction.

3. Entire Agreement; No Waiver; Amendment:

This Agreement and each Equipment Use Letter is intended by the undersigned Parties as the final expression of the applicable Parties agreement and are intended to be the complete and exclusive statement of the terms of the agreement between the Parties. No course of prior dealings between the Parties and no usage in the trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing Party has knowledge of the nature of the performance and the opportunity to object. Any delay or failure to exercise or enforce any right, power, privilege, or remedy under this Agreement by a Party may not be deemed a waiver, release, or modification of the requirements of this Agreement or any of its terms or provisions by that Party. This Agreement may not be modified or amended except in a writing signed by all Parties.

4. Third-Party Beneficiary Clause:

The Parties expressly agree that this Agreement is neither intended by any of its provisions to create any third-Party beneficiary, nor to authorize anyone not a Party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

5. Fund Appropriation Contingency:

The Parties understand that the continuation of this Agreement is subject to the budget of the Parties providing for the associated expenditures. The Parties cannot assure that the funding for this Agreement will be approved in the future. In such event, either Party may terminate this Agreement.

6. No Joint Venture:

No term or provision in this Agreement is intended to create a legal partnership, joint venture or agency arrangement between any of the Parties.

7. Assignment and Delegation:

Neither this Agreement, nor any of its rights or obligations, may be transferred or assigned by any Party without the prior written consent of all Parties. Any attempt to assign this Agreement without prior written consent will be void and may result in penalties up to and including termination of the Agreement.

8. Independent Contractor Status:

To the extent required by law, the Parties agree that no Party shall be deemed to be an employee or agent of any other Party to this Agreement and that the relationship created by this Agreement is that of independent contractors. To the extent applicable by law, none of the Partnering Agencies nor any of the Partnering Agencies' agents, employees or helpers will be deemed to be the employee, agent, or servant of any other Partnering Agency.

9. Workers' Compensation:

Pursuant to A.R.S. § 23-1022(D), for the purposes of workers' compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. The entity which regularly employs an employee entitled to workers' compensation arising out of work associated with this Agreement shall be the entity solely liable for payment of all workers'

compensation and related benefits. All Parties shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required.

10. Severability.

The provisions of this Agreement are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Agreement which shall remain in effect without the invalid provision or application.

11. Compliance with Laws:

The Parties will comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Agreement. If a subsequently enacted law imposes substantial additional costs, a request for an amendment may be submitted pursuant to this Agreement.

12. Drug Free Workplace:

The Parties will comply with the Drug Free Workplace Act of 1988. Upon request, the Lending Partnering Agency shall provide copies of any applicable drug free workplace policies enacted by the Lending Partnering Agency. A Party's failure to comply with the Drug Free Workplace Act of 1988 shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.

13. Immigration Requirements:

To the extent applicable by law, the Parties will comply with the Immigration Reform and Control Act of 1986 ("IRCA") and will permit inspection of its personnel records to verify such compliance. To the extent applicable under A.R.S. § 41- 4401, each Party warrants compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Each Party has the right to inspect the papers of the other Parties participating in this Agreement to ensure compliance with this paragraph. A Party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.

14. Legal Worker Requirements:

To the extent applicable by law, the Partnering Agencies are prohibited by Arizona Revised Statutes § 41-4401 from awarding an agreement to any organization who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214(A). Therefore, the Partnering Agencies shall agree that:

14.1 To the extent applicable by law, each subcontractor a Partnering Agency uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with Arizona Revised Statutes § 23-214.

14.2 To the extent applicable by law, a breach of warranty will be deemed a material breach of the Agreement and is subject to termination of the Agreement by the Agency.

14.3 To the extent applicable by law, the Partnering Agencies will have the legal right to inspect the papers of a Partnering Agency and any contractor or subcontractor who work(s) on this Agreement to ensure that the contractor or subcontractor is complying with this Section.

15. Disposition of Property:
Upon cancellation or termination of this Agreement, each Party will retain ownership of their solely provided property for the purposes of disposing of property on termination.

ARTICLE V. INSURANCE AND INDEMNIFICATION

1. Indemnification:
With respect to each Equipment Use Letter, each of the Borrowing Party Agency and the Lending Party Agency as set forth on the Equipment Use Letter (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Party and its officers, officials, employees and agents (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. If a claim or claims by third parties become subject to this indemnity provision, the Parties to this Agreement that are the subject of the claim arising out of the Equipment Use Letter shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability and payment of possible litigation expenses and damages. The obligations under this Article V, Section 1 shall survive termination of this Agreement.

2. Insurance for Loaned Equipment:
Loaned Equipment shall be insured by the Lending Party Agency. Damage to the Loaned Equipment shall be covered by the Lending Party Agency's insurance. Any insurance that the Borrowing Partnering Agency may have is excess to that coverage provided by the Lending Party Agency and applicable only to liability to third parties arising out of the Borrowing Partnering Agency use of . the Loaned Equipment.

Scope and Limits of Insurance: Lending Partnering Agency must provide coverage with limits of liability not less than those stated below.

3. Automobile Liability and Physical Damage:
Bodily Injury and Property Damage for the Loaned Equipment used in connection with this Agreement: Combined Single Limit (CSL) $2,000,000

This insurance requirement is a minimum requirement for this Agreement and in no way limits the indemnity covenants contained herein. Lending Partnering Agency does not in any manner warrant that the minimum limits contained in this Section are sufficient to protect the Borrowing Partnering Agency from liabilities that might arise under this Agreement and Borrowing Partnering Agency is free to purchase such additional insurance as Borrowing Partnering Agency may determine to be necessary.

ARTICLE VI. NOTICES

1. Any notice, consent, or other communication ("notice") required or permitted under this Agreement must be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

Arizona Fire & Medical Authority
18818 N. Spanish Garden Drive
Sun City West, AZ 85375

Attn: Mark Burdick Arizona Fire & Medical Authority Fire Chief
Telephone: (623) 544-5400
Fax: (623) 544-5455
Email: MBurdick@AFMA.Az.gov

Avondale Fire & Medical Department
11465 W. Civic Center Dr.
Avondale, AZ 85323

Attn: Larry Rooney Avondale Fire Chief
Telephone: (623) 333-6000
Fax: (623) 333-0690
Email: lrooney@avondaleaz.gov

Buckeye Fire-Medical Department
21699 W. Yuma Rd, Suite 101
Buckeye, AZ 85326

Attn: Jake Rhoades Buckeye Fire Chief
Telephone: (623) 349-6700
Fax: (623) 349-6750
Email: jrhoades@buckeyeaz.gov

Daisy Mountain Fire and Medical District
41018 N. Daisy Mtn Drive
Anthem, AZ 85086

Attn: Brian Tobin Daisy Mountain Fire Chief
Telephone: (623) 456-7400
Email: brian.tobin@dmfd.org
Fax: N/A

El Mirage Fire-Medical Department
13601 N. El Mirage Rd
El Mirage, AZ 85335

Attn: Michael R. Long El Mirage Fire Chief
Telephone: (623) 251-3509
Email: mlong@elmirageaz.gov

Glendale Fire Department
11550 W. Glendale Ave
Glendale, AZ 85307

Attn: Ryan Freeburg Glendale Fire Chief
Telephone: (623) 930-4400
Email: rfreeburg@glendaleaz.com

Goodyear Fire Department
14455 W. Van Buren St., Suite E-102
Goodyear, AZ 85338

Attn: Paul Luizzi Goodyear Fire Chief
Telephone: (623) 882-7109
Email: Paul.Luizzi@goodyearaz.gov

Peoria Fire-Medical Department
8351 W. Cinnabar Ave
Peoria, AZ 85345

Attn: Gary Bernard Peoria Fire Chief
Telephone: (623) 773-7279
Email: gary.bernard@peoriaaz.gov

Sun City Fire and Medical Department
18602 N. 99th Ave
Sun City, AZ 85373

Attn: Rob Schmitz Sun City Fire & Medical Department Fire Chief
Telephone: (623) 974-2321
Email: schmitz@scfmd.az.gov

Surprise Fire-Medical Department
14250 W. Statler Plaza, Suite 101
Surprise, AZ 85374

Attn: Brenden Espie Surprise Fire Chief
Telephone: (623) 222-5000
Fax: (623) 222-5001

Tolleson Fire-Medical Department
203 N. 92nd Ave
Tolleson, AZ 85353

Attn: Michael Young Tolleson Fire Chief
Telephone: (623) 471-8914
Email: michael.young@tolleson.az.gov

2. Notice will be deemed received at the time it is personally served or, on the day it is sent by facsimile transmission or, upon deposit with any commercial air courier or express service or, if mailed, ten (10) days after the notice is deposited in the United States mail as provided above. Any Party may change its mailing address, fax number, or the contact information for the person to receive notice by notifying the other Parties as provided herein. Notice sent by facsimile transmission must also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

[SIGNATURE PAGE TO FOLLOW]

ARIZONA FIRE & MEDICAL AUTHORITY

BY: _____

ITS: _____

DATE_____

ATTEST:

_____
ARIZONA FIRE & MEDICAL AUTHORITY CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the Arizona Fire & Medical Authority granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

_____
ARIZONA FIRE & MEDICAL AUTHORITY ATTORNEY

CITY OF AVONDALE

BY: _____

ITS: _____

DATE_____

ATTEST:

_____
AVONDALE CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Avondale granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

_____
AVONDALE CITY ATTORNEY

CITY OF BUCKEYE

BY: _____

ITS: _____

DATE_____

ATTEST:

_____
BUCKEYE CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Buckeye granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

_____
BUCKEYE CITY ATTORNEY

CITY OF EL MIRAGE

BY: _____

ITS: _____

DATE_____

ATTEST:

_____
EL MIRAGE CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of El Mirage granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

_____
EL MIRAGE CITY ATTORNEY

CITY OF GLENDALE

BY: _____
Patrick S. Banger

ITS: City Manager

DATE_____

ATTEST:

_____
Julie K. Bower, GLENDALE CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Glendale granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

_____
Michael D. Bailey, GLENDALE CITY ATTORNEY

CITY OF GOODYEAR

BY: _____

ITS: _____

DATE_____

ATTEST:

_____
GOODYEAR CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Goodyear granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

_____
GOODYEAR CITY ATTORNEY

CITY OF PEORIA

BY: _____

ITS: _____

DATE_____

ATTEST:

_____
PEORIA CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Peoria granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

_____
PEORIA CITY ATTORNEY

CITY OF SURPRISE

BY: _____

ITS: _____

DATE_____

ATTEST:

_____
SURPRISE CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Surprise granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

_____
SURPRISE CITY ATTORNEY

CITY OF TOLLESON

BY: _____

ITS: _____

DATE_____

ATTEST:

_____
TOLLESON CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Tolleson granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

_____
TOLLESON CITY ATTORNEY

DAISY MOUNTAIN FIRE AND MEDICAL DISTRICT

BY: _____

ITS: _____

DATE_____

ATTEST:

_____
DAISY MOUNTAIN FIRE AND MEDICAL DISTRICT CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Avondale granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

_____
DAISY MOUNTAIN FIRE AND MEDICAL DISTRICT ATTORNEY

SUN CITY FIRE DISTRICT

BY: _____

ITS: _____

DATE_____

ATTEST:

_____
SUN CITY FIRE DISTRICT CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Tolleson granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

_____
SUN CITY FIRE DISTRICT ATTORNEY

EXHIBIT A

PARTNERING AGENCIES
EQUIPMENT USE LETTER

XXXX XX, 202X

Lending Partnering Agency Name
Address
XXXX, AZ 85XXXX

Purpose: This Equipment Use Letter allows Partnering Agencies to lend and borrow fire apparatuses on an as-needed basis. Pursuant to all terms of the DATE TBD, Intergovernmental Agreement, Lending Partnering Agency, XXXX, is transferring Unit # XXXX to XXXX Borrowing Partnering Agency, XXXX, for X months use, with an anticipated return date of XXXX. This truck is a Enter Description Here VIN # XXXX, License # XXXX.

Term: This Equipment Use Letter is effective as of _____ and terminates on _____.

Lending Partnering Agency:

Vehicles Issued By (Print) _____ Date_____

Vehicles Issued By (Sign) _____ Date_____

Borrowing Partnering Agency:

I confirm that I am taking possession of the vehicles noted above. I have confirmed that the Loaned Equipment appears to be in good working order and are without obvious defects, and I am accepting the Loaned Equipment AS IS. _____(initial).

Vehicles Received By (Print) _____

Vehicles Received By (Sign) _____ Date_____

AGENDA ITEM: 31.

CITY COUNCIL REPORT

MEETING DATE: 05/12/2026
SUBMITTED FOR: Purab Adabala, Director
DEPARTMENT: Transportation

Subject

RESOLUTION NO. R26-46

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR THE REHABILITATION OF LITCHFIELD ROAD FROM MISSOURI AVENUE TO NORTHERN AVENUE INTERSECTIONS IN GLENDALE, MARICOPA COUNTY.
Presented by: Tony Abbo, Deputy Director, Transportation

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an Intergovernmental Agreement (IGA) with the State of Arizona for the rehabilitation of the pavement on Litchfield Road between Missouri Avenue and Northern Avenue intersections in Glendale.

Background

The City of Glendale is the agency responsible for maintaining and operating Litchfield Road within the project limits. Litchfield Road is a north-south arterial in Glendale. It is one of two arterials that provides access to Luke Air Force base. The project scope includes pavement rehabilitation, sidewalk improvements, signing, striping, signal upgrades, lighting enhancements, Americans with Disabilities Act (ADA) improvements and other miscellaneous construction.

Analysis

The City of Glendale successfully secured federal grant funding through the Maricopa Association of Governments (MAG) for the pavement rehabilitation of Litchfield Road between the Missouri Avenue and Northern Avenue Road intersections in Glendale. The project is being funded out of the MAG Arterial Rehabilitation and Reconstruction Program (ARRP). The ARRP is a competitive grant program funded by regional transportation funds through Proposition 479.

The State of Arizona, through the Arizona Department of Transportation (ADOT), will be the lead agency managing the design and construction phases of the project. Once construction is complete, the City of Glendale will assume the maintenance responsibilities for the improvements that will be constructed as part of the project.

Previous Related Council Action

No previous related council action.

Community Benefit/Public Involvement

The proposed roadway rehabilitation project will improve the pavement quality and as a result will promote safety and commerce within the corridor.

Fiscal Impact

Fiscal Year:	FY2026-27
Fiscal Year Amount Requested:	$732,000
Budgeted Y/N?:	Y
Account:	40116412-550100
Transfer Required? Y/N:	N
If Yes, what account will be used?:	

Budget and Financial Impacts:

Funding will be available in the FY2026-27 Transportation Capital Improvement Plan (CIP) budget, project #CIPST26018 - Litchfield - Missouri to Northern. Expenditures in future fiscal years are contingent upon Council budget approval.

Attachments

R26-46

IGA with State of Arizona

How was the item procured:	Other
Explanation:	Intergovernmental Agreement

Strategic Plan Connection:

Tier 1 Objective:	Optimize Processes & Services

RESOLUTION NO. R26-46

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR THE REHABILITATION OF LITCHFIELD ROAD FROM MISSOURI AVENUE TO NORTHERN AVENUE INTERSECTIONS IN GLENDALE, MARICOPA COUNTY.

WHEREAS, the City of Glendale received federal funding through the Maricopa Association of Governments for the rehabilitation of roadway infrastructure along Litchfield Road from Missouri Avenue to Northern Avenue intersections in Glendale; and

WHEREAS, the State of Arizona through the Arizona Department of Transportation (ADOT) will be the lead agency for the project; and

WHEREAS, the project is being funded out of the Maricopa Association of Governments (MAG) Arterial Rehabilitation and Reconstruction Program (ARRP); and

WHEREAS, the ARRP is a competitive grant program funded by regional transportation funds (Proposition 400/479); and

WHEREAS, the AARP program provides funding for rebuilding or rehabilitating aging arterial streets in the MAG region; and

WHEREAS, the rehabilitation of the pavement is needed to maintain the integrity of the roadway, increase safety, and promote commerce in the area; and

WHEREAS, the City of Glendale has agreed to pay for the matching funds for the project; and

WHEREAS, the matching funds for the project will be included in the City's Capital Improvement Plan (CIP).

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the Intergovernmental Agreement with the State of Arizona for the pavement rehabilitation project on Litchfield Road from Missouri Avenue to Northern Avenue, be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute and deliver any and all documents necessary to effectuate said Agreement on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 12th day of May, 2026.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:

Patrick S. Banger, City Manager

ADOT CAR No.: IGA 25-0011432-I
AG Contract No.: P0012026000082
Project Location/Name: Litchfield Rd, Missouri Ave to Northern Ave
Type of Work: Road Rehabilitation
Federal-aid No.: GLN-0(276)T
ADOT Project No.: T0716 01D/03D/01R/ 01U/01C
TIP/STIP No.: GLN26-521D, GLN26-521D1, GLN26-521R, GLN26-521U, GLN26-521C
ALN: 20.205 - Highway Planning and Construction
Budget Source Item No.: 105781

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF GLENDALE

THIS AGREEMENT ("Agreement") is entered into this date _____, pursuant to the Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF GLENDALE, acting by and through its MAYOR and CITY COUNCIL (the " City" or "Local Agency"). The State and the Local Agency are each individually referred to as a "Party" and are collectively referred to as the "Parties."

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The Local Agency is empowered by A.R.S. § 48-572 to enter into this Agreement and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.

3. The work proposed under this Agreement consists of enhancement and rehabilitation of roadway infrastructure along Litchfield Road from Missouri Avenue to Northern Avenue, (the "Project"). The Project will include upgrades to the existing roadway surface, American with Disabilities Act (ADA) compliance upgrades, sidewalk improvements, and adjusting utility infrastructure such as water valves, manholes and other public facilities within the Project limits. The Project cost, shown in Exhibit A, is estimated at $22,723,000, which includes federal aid and the Local Agency's match. The State will administer the design, utility relocation, and will advertise, bid and award, and administer the construction phase of the Project. The Local Agency will perform the necessary right of way activities for the

Project, under the stewardship and oversight of ADOT, and submit eligible expended right of way costs to the State for reimbursement; eligible right of way reimbursement will not exceed $2,240,000. The City will be responsible for obtaining any necessary license agreement(s) with the local utility and telecommunications companies.

4. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the Local Agency and authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the Local Agency for the Project, if the Project is approved by Federal Highway Administration (FHWA) and funds for the Project are available.

5. The foregoing Recitals and all Exhibits referred to herein and attached shall be incorporated into this Agreement.

In consideration of the mutual terms expressed herein, the Parties agree as follows:

II. SCOPE OF WORK

1. The Parties agree:

   a. The Project will be completed, accepted, and paid for in accordance with the requirements of the Project plans and specifications.

   b. The final cost estimate may exceed the initial estimate identified in Exhibit A, and in such case, the Local Agency is responsible for and agrees to pay, the difference prior to bid advertisement.

   c. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the Local Agency is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final Project amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. De-obligated federal aid will be returned to Maricopa Association of Governments (MAG). The Local Agency acknowledges it remains responsible for actual costs and agrees to pay according to the terms of this Agreement.

2. The State will:

   a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the Local Agency's designated agent for the Project.

   b. After this Agreement is executed, and prior to performing or authorizing any work, the Local Agency will be invoiced for a total of $732,000 which includes the Local Agency's share of the initial Project Development Administration (PDA) costs, estimated at $9,000, the Local Agency's share of the Project design costs, estimated at $573,000, and the Local Agency's share of utility costs, estimated at $150,000. If PDA costs exceed the estimate during the development of design, notify the Local Agency, obtain concurrence

prior to continuing with the development of design, and invoice as determined by ADOT and the Local Agency for additional costs to complete PDA for the Project. If design costs exceed the estimate prior to completion of design, invoice the Local Agency for Project costs exceeding PDA and design. After the Project costs are finalized, invoice or reimburse the Local Agency for the difference between actual costs and the amount the Local Agency has paid for PDA, design, and utility costs.

c. After receipt of the PDA costs and the Local Agency's estimated share of the Project design costs, and utility costs, submit all required documentation pertaining to the Project to FHWA with the recommendation that the maximum federal funds programmed for this Project be approved for scoping/design. After receipt of FHWA authorization, proceed to advertise for and enter into contract(s) with the consultant(s) for the design and post-design of the Project. Should costs exceed the maximum federal funds available it is understood and agreed that the Local Agency will be responsible for any overage.

d. On behalf of the Local Agency, prepare and provide all documents pertaining to the design and post-design of the Project, incorporating comments from the Local Agency, as appropriate. Review and approve documents required by FHWA to qualify the Project for and to receive federal funds. Perform tasks that may consist of, but are not limited to, preparation of environmental documents; analysis and documentation of environmental categorical exclusion determinations; geologic materials testing and analysis; preparation of reports, design plans, maps, specifications and cost estimates and other related tasks essential to the design development of the Project.

e. Within 30 days of receipt, review, and approval of invoice(s) and documentation of payment for right of way acquisition, reimburse the Local Agency for eligible costs incurred, less the Local Agency's applicable pro-rata match in an amount not to exceed $2,240,000, the federal-aid approved and programmed for the Project.

f. After completion of design and prior to bid advertisement, invoice the Local Agency for the actual PDA costs, as applicable, and the Local Agency's share of the Project construction costs, estimated at $5,124,900. After the Project costs for construction are finalized, the State will either invoice or reimburse the Local Agency for the difference between estimated and actual costs. De-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.

g. After receipt of the actual PDA costs, if applicable, and the Local Agency's estimated share of the Project construction costs, including the difference between the final and the initial construction cost estimates, if applicable, submit all required documentation to FHWA with the recommendation that the maximum federal funds programmed for construction of this Project be approved. Should costs exceed the maximum federal funds available, it is understood and agreed that the Local Agency will be responsible for any overage.

h. After receipt of FHWA authorization, proceed to advertise for, receive and open bids, award and enter into a contract with the firm for the construction of the Project. If the bid amounts exceed the construction cost estimate, obtain the Local Agency's concurrence and invoice the Local Agency for the difference between the construction cost estimate and the bid amount prior to awarding the contract.

i. Notify the Local Agency of completion and final acceptance of the Project; coordinate with the Local Agency and turn over full responsibility of the Project improvements.

j. Not be obligated to maintain the Project, should the Local Agency fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

3. The Local Agency will:

a. Designate the State as the Local Agency's authorized agent for the Project.

b. Within 30 days of receipt of an invoice from the State, the Local Agency will pay a total of $732,000 which includes the Local Agency's share of the initial PDA costs, estimated at $9,000, the Local Agency's share of Project design costs, estimated at $573,000, and the Local Agency's share of utility costs, estimated at $150,000. Agree to be responsible for actual PDA costs, if during the development of design, PDA costs exceed the initial estimate. Be responsible and pay for the difference between the estimated and actual PDA, design, and utility costs of the Project within 30 days of receipt of an invoice.

c. Review design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; provide design review comments to the State as appropriate.

d. Coordinate with the State as required for right of way acquisition activities. Perform all activities required for acquisition of right of way and submit an invoice(s) on ADOT's Progress Payment Report Form, Exhibit B, attached and made part of this Agreement, providing all back-up documentation, to the State for review and approval, of eligible costs incurred by the Local Agency for acquisition of right of way for the Project, less the Local Agency's applicable pro-rata match, not to exceed the total federal-aid programmed amount of $2,240,000. Any costs incurred prior to the date of federal funds authorization are not eligible for reimbursement.

e. After completion of design, within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State any outstanding PDA costs, the Local Agency's share of the Project construction costs, estimated at $5,124,900, and if applicable, the difference between the final and initial construction cost estimates. Be responsible for and pay the difference between the estimated construction cost and Project bid amount prior to award. After Project completion, be responsible for and pay any outstanding Project costs, within 30 days of receipt of an invoice.

f. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, that are not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the Local Agency is responsible for these costs; payment for these costs shall be made within 30 days of receipt of an invoice from the State.

g. Certify that all necessary rights of way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right of way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT Right of Way Procedures Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and 9.07 Certification of Compliance. Coordinate with the appropriate State's Right of Way personnel during any right of way process performed by the Local Agency, if applicable.

h. As applicable, the Local Agency shall certify that it has adequate resources to discharge the Local Agency's real property related responsibilities and ensures that its Title 23-funded projects are carried out using the FHWA approved and certified ADOT Right of Way Procedures Manual and that it will comply with current FHWA requirements whether or not the requirements are included in the FHWA approved ADOT Right of Way Procedures Manual (23 CFR 710.201). Additionally the Local Agency shall certify that all real estate related activities requiring licensure are performed by licensed individuals as defined by the Arizona Department of Real Estate (A.R.S. §§ 32-2121 & 32-2122).

i. Not permit or allow any encroachments on or private use of the right of way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the Local Agency shall take all necessary steps to remove or prevent any such encroachment or use. Provide a copy of encroachment permits issued within the Project limits to the State.

j. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter the Local Agency's rights of way, as required, to conduct any and all construction and preconstruction related activities for the Project, on, to and over said Local Agency's rights of way. This temporary right will expire with completion of the Project.

k. Investigate and document utilities within the Project limits; submit findings to ADOT determining prior rights or no prior rights; approve a location within the final right of way to re-establish the prior rights location for those utilities with prior rights.

l. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Be responsible for the cost of any Local Agency requested changes to the scope of work of the Project, such changes will require State and FHWA approval. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the Local Agency. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.

m. After completion and final acceptance of the Project, agree to maintain and assume full responsibility of the Project and all Project components.

n. Obtain any necessary license agreement(s) with the local utility and telecommunications companies.

III. MISCELLANEOUS PROVISIONS

1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.

2. Amendments. Any change or modification to the Project will only occur with the mutual written consent of both Parties.

3. Duration. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any and all obligations of maintenance hereunder shall remain perpetual and shall survive any termination hereof and the assignment or assumption of this Agreement or the Project by another competent jurisdiction or entity.

4. Cancellation. This Agreement may be canceled at any time up to 30 days before the award of the Project contract, so long as the canceling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the Local Agency terminates this Agreement, the Local Agency shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the Local Agency terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.

5. Indemnification. The Local Agency shall indemnify, defend, and hold harmless the State, any of its departments, agencies, boards, commissions, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Local Agency, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Local Agency's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the Local Agency which may be legally imputed to the State by virtue of the State's ownership or possession of land. The Local Agency's obligations under this paragraph shall survive the termination of this Agreement.

6. Third-Party Indemnification. The State shall include Section 107.13 of the 2021 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated into this Agreement by reference, in the State's contract with any and all contractors, of which the Local Agency shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the Local Agency.

7. Programmed Federal Funds. The cost of scoping, design, construction and construction engineering work under this Agreement is to be covered by the federal funds programmed for this Project, up to the maximum available. The Local Agency acknowledges that actual Project costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by FHWA as eligible for federal funds. Therefore, the Local

Agency agrees to pay the difference between actual costs of the Project and the federal funds received.

8. Termination of Federal Funding. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

9. Indirect Costs. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.

10. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Local Agency will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

11. Single Audit. The Local Agency acknowledges compliance with federal laws and regulations and may be subject to the CODE OF FEDERAL REGULATIONS, TITLE 2, PART 200 (also known as The Uniform Grant Guidance). Entities that expend $1,000,000 or more (on or after 10/01/24) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit in accordance with §200.331 Subpart F.

12. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.

13. Conflicts of Interest. This Agreement may be canceled in accordance with A.R.S. § 38-511.

14. Inspection and Audit. The Local Agency shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the Local Agency, electronically or at the State office as set forth in this Agreement, at the request of ADOT.

15. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.

16. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination."

17. Non-Availability of Funds. Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised,

and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

18. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.
19. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.

20. Contractor Certifications. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.

21. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

22. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
Joint Project Agreement Group
205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
JPABranch@azdot.gov

City of Glendale
Attn: Javier F. Gurrola
6210 W. Myrtle Avenue
Glendale, AZ 85301
623.930.2925
jgurrola@glendaleaz.com

For Project Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

City of Glendale
Attn: Javier F. Gurrola
6210 W. Myrtle Avenue
Glendale, AZ 85301
623.930.2925
jgurrola@glendaleaz.com

For Financial Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

City of Glendale
Attn: Purab Adabala
6210 W. Myrtle Avenue
Glendale, AZ 85301
623.930.2926
padabala@glendaleaz.com

23. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party with written notice to the other Party.

24. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form as set forth below.

25. Electronic Signatures. This Agreement may be signed in an electronic format including DocuSign.

Remainder of this page is intentionally left blank.

(Signatures begin on the next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective upon the signing and dating of all Parties.

CITY OF GLENDALE

By _____ Date_____
PATRICK S. BANGER
City Manager

ATTEST:

By _____ Date_____
JULIE K. BOWER
City Clerk

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its Department of Transportation, and the City of Glendale, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 48-572 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.
Approved as to Form:

By _____ Date_____
City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date_____
MATT MOUL, PE
Project Delivery and Operations
Division Director

This Agreement between public agencies, the State of Arizona and City of Glendale, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By _____ Date_____
Assistant Attorney General

EXHIBIT A

Cost Estimate

T0716 01D/03D/01R/ 01U/01C

The Project costs are estimated as follows:*

ADOT Project Development Administration (PDA) Cost:	
Federal-aid funds @ 94.3%	$ 21,000
Local Agency's match @ 5.7%	1,269
Local Agency @ 100%	7,731
Subtotal – PDA	**$ 30,000**
Scoping/Design:	
Federal-aid funds @ 94.3%	$ 1,337,000
Local Agency's match @ 5.7%	80,815
Local Agency @ 100%	492,185
Subtotal – Scoping/Design	**$ 1,910,000**
Right of Way Acquisition:	
Federal-aid funds @ 94.3%	$ 2,240,000
Local Agency's match @ 5.7%	135,398
Local Agency @ 100%	824,602
Subtotal – Right of Way Acquisition	**$ 3,200,000**
Utilities:	
Federal-aid funds @ 94.3%	$ 350,000
Local Agency's match @ 5.7%	21,156
Local Agency @ 100%	128,844
Subtotal – Utilities	**$ 500,000**
Construction:**	
Federal-aid funds @ 94.3%	$ 11,958,100
Local Agency's match @ 5.7%	722,812
Local Agency @ 100%	4,402,088
Subtotal – Construction	**$ 17,083,000**
Estimated TOTAL Project Cost	**$ 22,723,000**
Total Estimated Local Agency Funds	**$ 6,816,900**
Total Federal Funds	**$ 15,906,100**

* The federal funds listed in the agreement represent a standard 94.3 percent pro rata. MAG policies require a maximum federal contribution of 70 percent. The 100 percent local funds listed satisfy the additional match requirements

** (Includes a minimum 15% construction engineering (CE) and administration cost (this percentage is subject to change, any change will require concurrence from the Local Agency) and 5% Project contingencies)

ARIZONA DEPARTMENT OF TRANSPORTATION

CONTRACT PAYABLES
PROGRESS PAYMENT REPORT

Report No.		**Check if Progress Payment:**	☐	**JPA/IGA # 25-0011432**
		Check if Final Payment:	☐	
Item No.		**Progress:**	**% Billed:**	
			% Complete:	
ADOT Project No.	T0716 01R			
Federal Aid No.	GLN-0(276)T			
Name of Project	Litchfield Rd, Missouri Ave to Northern Ave			
Name of Vendor	City of Glendale			
REMIT PAYMENT TO:	City of Glendale, Purab Adabala, 6210 W. Myrtle Avenue, Glendale, AZ 85301			
JPA Start Date:		**Billing Period:**		
Contract Start Date:		**Estimated Completion Date:**		**Project End Date:**

SUMMARY OF WORK FOR WHICH PAYMENT IS REQUESTED

Items	Description	Contract Amount	Previous Accumulative Amount	Current Request	Accumulative Amount
	Per IGA #25-0011432				

Submitted By: _____ **Total to Date:** _____

Project Sponsor **Date**

Approved By: _____ **Previous Accumulate Amount:** _____

ADOT Project Manager **Date**

Current Request:

AGENDA ITEM: 32.

CITY COUNCIL REPORT

MEETING DATE: 05/12/2026
SUBMITTED FOR: Purab Adabala, Director
DEPARTMENT: Transportation

Subject

RESOLUTION NO. R26-47

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR THE REHABILITATION OF GLENDALE AVENUE FROM LITCHFIELD ROAD TO EL MIRAGE ROAD INTERSECTIONS IN GLENDALE, MARICOPA COUNTY.
Presented by: Tony Abbo, Deputy Director, Transportation

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an Intergovernmental Agreement (IGA) with the State of Arizona for the rehabilitation of the pavement on Glendale Avenue from Litchfield Road to El Mirage Road intersections in Glendale.

Background

The City of Glendale is the agency responsible for maintaining and operating Glendale Avenue within the project limits. Glendale Avenue is a regional east-west major arterial that spans several cities within the metropolitan area. The project scope includes pavement rehabilitation, sidewalk improvements, signing, striping, signal upgrades, lighting enhancements, Americans with Disabilities Act (ADA) improvements, and other miscellaneous construction.

Analysis

The City of Glendale successfully secured federal grant funding through the Maricopa Association of Governments (MAG) for the pavement rehabilitation of Glendale Avenue between the Litchfield Road and El Mirage Road intersections in Glendale. The project is being funded out of the MAG Arterial Rehabilitation and Reconstruction Program (ARRP). The ARRP is a competitive grant program funded by regional transportation funds through Proposition 479.

The State of Arizona, through the Arizona Department of Transportation (ADOT), will be the lead agency managing the design and construction phases of the project. Once construction is complete, the City of Glendale will assume the maintenance responsibilities for the improvements that will be constructed as part of the project.

Previous Related Council Action

No previous related council action.

Community Benefit/Public Involvement

The proposed roadway rehabilitation project will improve the pavement quality and as a result will promote safety and commerce within the corridor.

Fiscal Impact

Fiscal Year:	FY2026-27
Fiscal Year Amount Requested:	$702,000
Budgeted Y/N?:	Y
Account:	Various
Transfer Required? Y/N:	N
If Yes, what account will be used?:	

Budget and Financial Impacts:

Funding will be available in the FY2026-27 Transportation Capital Improvement Plan, project #CIPST26019 - Glendale - El Mirage to Litchfield. Expenditures in future fiscal years are contingent upon Council budget approval.

Attachments

R26-47

IGA with State of Arizona

How was the item procured:	Other
Explanation:	Intergovernmental Agreement

Strategic Plan Connection:

Tier 1 Objective:	Optimize Processes & Services

RESOLUTION NO. R26-47

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR THE REHABILITATION OF GLENDALE AVENUE FROM LITCHFIELD ROAD TO EL MIRAGE ROAD INTERSECTIONS IN GLENDALE, MARICOPA COUNTY.

WHEREAS, the City of Glendale received federal funding through the Maricopa Association of Governments for the rehabilitation of the pavement on Glendale Avenue from Litchfield Road to El Mirage Road intersections in Glendale; and

WHEREAS, the State of Arizona through the Arizona Department of Transportation (ADOT) will be the lead agency for the project; and

WHEREAS, the project is being funded out of the Maricopa Association of Governments (MAG) Arterial Rehabilitation and Reconstruction Program (ARRP); and

WHEREAS, the ARRP is competitive grant program funded by regional transportation funds (Proposition 400/479); and

WHEREAS, the AARP program provides funding for rebuilding or rehabilitating aging arterial streets in the MAG region; and

WHEREAS the rehabilitation of the pavement is needed to maintain the integrity of the roadway, increase safety, and promote commerce in the area; and

WHEREAS, the City of Glendale has agreed to pay for the matching funds for the project; and

WHEREAS, the matching funds for the project will be included in the City's Capital Improvement Plan (CIP).

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the Intergovernmental Agreement with the State of Arizona for the pavement rehabilitation project on Glendale Avenue from Litchfield Road to El Mirage Road, be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute and deliver any and all documents necessary to effectuate said Agreement on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 12th day of May, 2026.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:

Patrick S. Banger, City Manager

ADOT CAR No.: IGA 25-0011430-I
AG Contract No.: P0012026000104
Project Location/Name: Glendale Ave, El Mirage Rd to Litchfield Rd
Type of Work: Road Rehabilitation
Federal-aid No.: GLN-0(275)T
ADOT Project No.: T0715 01D/03D/01R/ 01U/01C
TIP/STIP No.: GLN26-522D, GLN26-522D1, GLN26-522R, GLN26-522U, GLN26-522C
ALN: 20.287 – Surface Transportation Block Program
Budget Source Item No.: 105780

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF GLENDALE

THIS AGREEMENT ("Agreement") is entered into this date _____, pursuant to the Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF GLENDALE, acting by and through its MAYOR and CITY COUNCIL (the " City" or "Local Agency"). The State and the Local Agency are each individually referred to as a "Party" and are collectively referred to as the "Parties."

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The Local Agency is empowered by A.R.S. § 48-572 to enter into this Agreement and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.

3. The work proposed under this Agreement consists of enhancement and rehabilitation of roadway infrastructure along Glendale Avenue from El Mirage Road to Litchfield Road, (the "Project"). The Project will include upgrades to the existing roadway surface, American with Disabilities Act (ADA) compliance upgrades, sidewalk improvements, and adjusting utility infrastructure such as water valves, manholes, and other public facilities within the Project limits. The Project cost, shown in Exhibit A, is estimated at $15,010,000, which includes federal aid and the Local Agency's match. The State will administer the design, utility relocation, and advertise, bid and award, and administer the construction phase of the Project. The Local Agency will perform the necessary right of way activities for the Project,

under the stewardship and oversight of ADOT, and submit eligible expended right of way costs to the State for reimbursement; eligible right of way reimbursement will not exceed $315,000. The City will be responsible for obtaining any necessary license agreement(s) with the local utility and telecommunications companies.

4. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the Local Agency and authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the Local Agency for the Project, if the Project is approved by Federal Highway Administration (FHWA) and funds for the Project are available.

5. The foregoing Recitals and all Exhibits referred to herein and attached shall be incorporated into this Agreement.

In consideration of the mutual terms expressed herein, the Parties agree as follows:

II. SCOPE OF WORK

1. The Parties agree:

   a. The Project will be completed, accepted, and paid for in accordance with the requirements of the Project plans and specifications.

   b. The final cost estimate may exceed the initial estimate identified in Exhibit A, and in such case, the Local Agency is responsible for and agrees to pay, the difference prior to bid advertisement.

   c. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the Local Agency is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final Project amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. De-obligated federal aid will be returned to Maricopa Association of Governments (MAG). The Local Agency acknowledges it remains responsible for actual costs and agrees to pay according to the terms of this Agreement.

2. The State will:

   a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the Local Agency's designated agent for the Project.

   b. After this Agreement is executed, and prior to performing or authorizing any work, the Local Agency will be invoiced for a total of $702,000 which includes the Local Agency's share of the initial Project Development Administration (PDA) costs, estimated at $9,000, the Local Agency's share of the Project design costs, estimated at $573,000, and the Local Agency's share of utility costs, estimated at $120,000. If PDA costs exceed the estimate during the development of design, notify the Local Agency, obtain concurrence

prior to continuing with the development of design, and invoice as determined by ADOT and the Local Agency for additional costs to complete PDA for the Project. If design costs exceed the estimate prior to completion of design, invoice the Local Agency for Project costs exceeding PDA and design. After the Project costs are finalized, invoice or reimburse the Local Agency for the difference between actual costs and the amount the Local Agency has paid for PDA, design and utility costs.

c. After receipt of the PDA costs and the Local Agency's estimated share the Project design costs, and utility costs, submit all required documentation pertaining to the Project to FHWA with the recommendation that the maximum federal funds programmed for this Project be approved for scoping/design. After receipt of FHWA authorization, proceed to advertise for and enter into contract(s) with the consultant(s) for the design and post-design of the Project. Should costs exceed the maximum federal funds available it is understood and agreed that the Local Agency will be responsible for any overage.

d. On behalf of the Local Agency, prepare and provide all documents pertaining to the design and post-design of the Project, incorporating comments from the Local Agency, as appropriate. Review and approve documents required by FHWA to qualify the Project for and to receive federal funds. Perform tasks that may consist of, but are not limited to, preparation of environmental documents; analysis and documentation of environmental categorical exclusion determinations; geologic materials testing and analysis; preparation of reports, design plans, maps, specifications and cost estimates and other related tasks essential to the design development of the Project.

e. Within 30 days of receipt, review, and approval of invoice(s) and documentation of payment for right of way acquisition, reimburse the Local Agency for eligible costs incurred, less the Local Agency's applicable pro-rata match in an amount not to exceed $315,000, the federal-aid approved and programmed for the Project.

f. After completion of design and prior to bid advertisement, invoice the Local Agency for the actual PDA costs, as applicable, and the Local Agency's share of the Project construction costs, estimated at $3,666,000. After the Project costs for construction are finalized, the State will either invoice or reimburse the Local Agency for the difference between estimated and actual costs. De-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.

g. After receipt of the actual PDA costs, if applicable, and the Local Agency's estimated share of the Project construction costs, including the difference between the final and the initial construction cost estimates, if applicable, submit all required documentation to FHWA with the recommendation that the maximum federal funds programmed for construction of this Project be approved. Should costs exceed the maximum federal funds available, it is understood and agreed that the Local Agency will be responsible for any overage.

h. After receipt of FHWA authorization, proceed to advertise for, receive and open bids, award and enter into a contract with the firm for the construction of the Project. If the bid amounts exceed the construction cost estimate, obtain the Local Agency's concurrence and invoice the Local Agency for the difference between the construction cost estimate and the bid amount prior to awarding the contract.

i. Notify the Local Agency of completion and final acceptance of the Project; coordinate with the Local Agency and turn over full responsibility of the Project improvements.

j. Not be obligated to maintain the Project, should the Local Agency fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

3. The Local Agency will:

a. Designate the State as the Local Agency's authorized agent for the Project.

b. Within 30 days of receipt of an invoice from the State, the Local Agency will pay a total of $702,000 which includes the Local Agency's share of the initial PDA costs, estimated at $9,000, the Local Agency's share of Project design costs, estimated at $573,000, and the Local Agency's share of utility costs, estimated at $120,000. Agree to be responsible for actual PDA costs, if during the development of design, PDA costs exceed the initial estimate. Be responsible and pay for the difference between the estimated and actual PDA, design, and utility costs of the Project within 30 days of receipt of an invoice.

c. Review design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; provide design review comments to the State as appropriate.

d. Coordinate with the State as required for right of way acquisition activities. Perform all activities required for acquisition of right of way and submit an invoice(s) on ADOT's Progress Payment Report Form, Exhibit B, attached and made part of this Agreement, providing all back-up documentation, to the State for review and approval, of eligible costs incurred by the Local Agency for acquisition of right of way for the Project, less the Local Agency's applicable pro-rata match, not to exceed the total federal-aid programmed amount of $315,000. Any costs incurred prior to the date of federal funds authorization are not eligible for reimbursement.

e. After completion of design, within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State any outstanding PDA costs, the Local Agency's share of the Project construction costs, estimated at $3,666,000, and if applicable, the difference between the final and initial construction cost estimates. Be responsible for and pay the difference between the estimated construction cost and Project bid amount prior to award. After Project completion, be responsible for and pay any outstanding Project costs, within 30 days of receipt of an invoice.

f. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, that are not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the Local Agency is responsible for these costs; payment for these costs shall be made within 30 days of receipt of an invoice from the State.

g. Certify that all necessary rights of way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right of way, or will be removed prior to the

start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT Right of Way Procedures Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and 9.07 Certification of Compliance. Coordinate with the appropriate State's Right of Way personnel during any right of way process performed by the Local Agency, if applicable.

h. As applicable, the Local Agency shall certify that it has adequate resources to discharge the Local Agency's real property related responsibilities and ensures that its Title 23-funded projects are carried out using the FHWA approved and certified ADOT Right of Way Procedures Manual and that it will comply with current FHWA requirements whether or not the requirements are included in the FHWA approved ADOT Right of Way Procedures Manual (23 CFR 710.201). Additionally the Local Agency shall certify that all real estate related activities requiring licensure are performed by licensed individuals as defined by the Arizona Department of Real Estate (A.R.S. §§ 32-2121 & 32-2122).

i. Not permit or allow any encroachments on or private use of the right of way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the Local Agency shall take all necessary steps to remove or prevent any such encroachment or use. Provide a copy of encroachment permits issued within the Project limits to the State.

j. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter the Local Agency's rights of way, as required, to conduct any and all construction and preconstruction related activities for the Project, on, to and over said Local Agency's rights of way. This temporary right will expire with completion of the Project.

k. Investigate and document utilities within the Project limits; submit findings to ADOT determining prior rights or no prior rights; approve a location within the final right of way to re-establish the prior rights location for those utilities with prior rights.

l. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Be responsible for the cost of any Local Agency requested changes to the scope of work of the Project, such changes will require State and FHWA approval. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the Local Agency. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.

m. After completion and final acceptance of the Project, agree to maintain and assume full responsibility of the Project and all Project components.

n. Obtain any necessary license agreement(s) with the local utility and telecommunications companies.

III. MISCELLANEOUS PROVISIONS

1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.

2. Amendments. Any change or modification to the Project will only occur with the mutual written consent of both Parties.

3. Duration. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any and all obligations of maintenance hereunder shall remain perpetual and shall survive any termination hereof and the assignment or assumption of this Agreement or the Project by another competent jurisdiction or entity.

4. Cancellation. This Agreement may be canceled at any time up to 30 days before the award of the Project contract, so long as the canceling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the Local Agency terminates this Agreement, the Local Agency shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the Local Agency terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.

5. Indemnification. The Local Agency shall indemnify, defend, and hold harmless the State, any of its departments, agencies, boards, commissions, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Local Agency, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Local Agency's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the Local Agency which may be legally imputed to the State by virtue of the State's ownership or possession of land. The Local Agency's obligations under this paragraph shall survive the termination of this Agreement.

6. Third-Party Indemnification. The State shall include Section 107.13 of the 2021 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated into this Agreement by reference, in the State's contract with any and all contractors, of which the Local Agency shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the Local Agency.

7. Programmed Federal Funds. The cost of scoping, design, construction and construction engineering work under this Agreement is to be covered by the federal funds programmed for this Project, up to the maximum available. The Local Agency acknowledges that actual Project costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by FHWA as eligible for federal funds. Therefore, the Local

Agency agrees to pay the difference between actual costs of the Project and the federal funds received.

8. Termination of Federal Funding. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

9. Indirect Costs. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.

10. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Local Agency will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

11. Single Audit. The Local Agency acknowledges compliance with federal laws and regulations and may be subject to the CODE OF FEDERAL REGULATIONS, TITLE 2, PART 200 (also known as The Uniform Grant Guidance). Entities that expend $1,000,000 or more (on or after 10/01/24) of federal assistance (federal funds, federal grants, or federal awards) must comply by having an independent audit in accordance with §200.331 Subpart F.

12. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.

13. Conflicts of Interest. This Agreement may be canceled in accordance with A.R.S. § 38-511.

14. Inspection and Audit. The Local Agency shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the Local Agency, electronically or at the State office as set forth in this Agreement, at the request of ADOT.

15. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.

16. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination."

17. Non-Availability of Funds. Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised,

and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

18. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.

19. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.

20. Contractor Certifications. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.

21. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

22. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
Joint Project Agreement Group
205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
JPABranch@azdot.gov

City of Glendale
Attn: Javier F. Gurrola
6210 W. Myrtle Avenue
Glendale, AZ 85301
623.930.2925
jgurrola@glendaleaz.com

For Project Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

City of Glendale
Attn: Javier F. Gurrola
6210 W. Myrtle Avenue
Glendale, AZ 85301
623.930.2925
jgurrola@glendaleaz.com

For Financial Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

City of Glendale
Attn: Purab Adabala
6210 W. Myrtle Avenue
Glendale, AZ 85301
623.930.2926
padabala@glendaleaz.com

23. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party with written notice to the other Party.

24. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form as set forth below.

25. Electronic Signatures. This Agreement may be signed in an electronic format including DocuSign.

Remainder of this page is intentionally left blank.

(Signatures begin on the next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective upon the signing and dating of all Parties.

THE CITY OF GLENDALE

By _____ Date_____
PATRICK S. BANGER
City Manager

ATTEST:

By _____ Date_____
JULIE K. BOWER
City Clerk

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its Department of Transportation, and the City of Glendale, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 48-572 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.
Approved as to Form:

By _____ Date_____
City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date_____
MATT MOUL, PE
Project Delivery and Operations
Division Director

This Agreement between public agencies, the State of Arizona and City of Glendale, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By _____ Date_____
Assistant Attorney General

EXHIBIT A

Cost Estimate

T0715 01D/03D/01R/ 01U/01C
The Project costs are estimated as follows: *

ADOT Project Development Administration (PDA) Cost:	
Federal-aid funds @ 94.3%	$ 21,000
Local Agency's match @ 5.7%	1,269
Local Agency @ 100%	7,731
Subtotal – PDA	**$ 30,000**
Scoping/Design:	
Federal-aid funds @ 94.3%	$ 1,337,000
Local Agency's match @ 5.7%	80,815
Local Agency @ 100%	492,185
Subtotal – Scoping/Design	**$ 1,910,000**
Right of Way Acquisition:	
Federal-aid funds @ 94.3%	$ 315,000
Local Agency's match @ 5.7%	19,040
Local Agency @ 100%	115,960
Subtotal – Right of Way Acquisition	**$ 450,000**
Utilities:	
Federal-aid funds @ 94.3%	$ 280,000
Local Agency's match @ 5.7%	16,925
Local Agency @ 100%	103,075
Subtotal – Utilities	**$ 400,000**
Construction:**	
Federal-aid funds @ 94.3%	$ 8,554,000
Local Agency's match @ 5.7%	517,050
Local Agency @ 100%	3,148,950
Subtotal – Construction	**$ 12,220,000**
Estimated TOTAL Project Cost	**$ 15,010,000**
Total Estimated Local Agency Funds	**$ 4,503,000**
Total Federal Funds	**$ 10,507,000**

* The federal funds listed in the agreement represent a standard 94.3 percent pro rata. MAG policies require a maximum federal contribution of 70 percent. The 100 percent local funds listed satisfy the additional match requirements

** (Includes a minimum 20% construction engineering (CE) and administration cost (this percentage is subject to change, any change will require concurrence from the Local Agency) and 5% Project contingencies)

ARIZONA DEPARTMENT OF TRANSPORTATION

CONTRACT PAYABLES
PROGRESS PAYMENT REPORT

Report No.		**Check if Progress Payment:**	☐	**JPA/IGA #25-0011430**
		Check if Final Payment:	☐	
Item No.		**Progress:**	**% Billed:**	
			% Complete:	
ADOT Project No.	T0715 01R			
Federal Aid No.	GLN-0(275)T			
Name of Project	Glendale Ave, El Mirage Rd to Litchfield Rd			
Name of Vendor	City of Glendale			
REMIT PAYMENT TO:	City of Glendale, ATTN: Purab Adabala, 6210 W. Myrtle Avenue, Glendale, AZ 85301			
JPA Start Date:		**Billing Period:**		
Contract Start Date:		**Estimated Completion Date:**		**Project End Date:**

SUMMARY OF WORK FOR WHICH PAYMENT IS REQUESTED

Items	Description	Contract Amount	Previous Accumulative Amount	Current Request	Accumulative Amount
	Per IGA #25-0011430				

Submitted By: _____ **Total to Date:** _____

Project Sponsor **Date**

Approved By: _____ **Previous Accumulate Amount:** _____

ADOT Project Manager **Date**

Current Request:

AGENDA ITEM: 33.

CITY COUNCIL REPORT

MEETING DATE: 05/12/2026
SUBMITTED FOR: Purab Adabala, Director
DEPARTMENT: Transportation

Subject

RESOLUTION NO. R26-48

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR THE REHABILITATION OF CAMELBACK ROAD FROM 59TH AVENUE TO 83RD AVENUE INTERSECTIONS IN GLENDALE, MARICOPA COUNTY.
Presented by: Tony Abbo, Deputy Director, Transportation

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an Intergovernmental Agreement (IGA) with the State of Arizona for the rehabilitation of the pavement on Camelback Road between 59th Avenue and 83rd Avenue in Glendale.

Background

The City of Glendale is the agency responsible for maintaining and operating Camelback Road within the project limits. Camelback Road is a regional east-west major arterial that crosses several cities within the metropolitan area. The project scope includes pavement rehabilitation, sidewalk improvements, signing, striping, signal upgrades, lighting enhancements, Americans with Disabilities Act (ADA) improvements, and other miscellaneous construction.

Analysis

The City of Glendale successfully secured federal grant funding from the Maricopa Association of Governments (MAG) for the pavement rehabilitation of Camelback Road between the 59th Avenue and 83rd Avenue intersections in Glendale. The project is being funded out of the MAG) Arterial Rehabilitation and Reconstruction Program (ARRP). The ARRP is a competitive grant program funded by regional transportation funds through Proposition 479.

The State of Arizona, through the Arizona Department of Transportation (ADOT), will be the lead agency managing the design and construction phases of the project. Once construction is complete, the City of Glendale will assume the maintenance responsibilities for the improvements that will be constructed as part of the project.

Previous Related Council Action

No previous related council action.

Community Benefit/Public Involvement

The proposed roadway rehabilitation project will improve the pavement quality and as a result will promote safety and commerce within the corridor.

Fiscal Impact

Fiscal Year:	FY2026-27
Fiscal Year Amount Requested:	$579,000
Budgeted Y/N?:	Y
Account:	Various
Transfer Required? Y/N:	N
If Yes, what account will be used?:	

Budget and Financial Impacts:

Funding will be available in the FY2026-27 Transportation Capital Improvement Plan, project #CIPST25073 – ST RECON – Camelback Rd – 59th to 83rd. Expenditures in future fiscal years are contingent upon Council budget approval.

Attachments

R26-48

IGA with State of Arizona

How was the item procured:	Other
Explanation:	Intergovernmental Agreement

Strategic Plan Connection:

Tier 1 Objective:	Optimize Processes & Services

RESOLUTION NO. R26-48

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR THE REHABILITATION OF CAMELBACK ROAD FROM 59TH AVENUE TO 83RD AVENUE INTERSECTIONS IN GLENDALE, MARICOPA COUNTY.

WHEREAS, The City of Glendale received federal funding through the Maricopa Association of Governments for the rehabilitation of the pavement on Camelback Road from 59th Avenue to 83rd Avenue intersections in Glendale; and

WHEREAS, the State of Arizona through the Arizona Department of Transportation (ADOT) will be the lead agency for the project; and

WHEREAS, the project is being funded out of the Maricopa Association of Governments (MAG) Arterial Rehabilitation and Reconstruction Program (ARRP); and

WHEREAS, the ARRP is competitive grant program funded by regional transportation funds (Proposition 400/479); and

WHEREAS, the AARP program provides funding for rebuilding or rehabilitating aging arterial streets in the MAG region; and

WHEREAS the rehabilitation of the pavement is needed to maintain the integrity of the roadway, increase safety, and promote commerce in the area; and

WHEREAS, the City of Glendale has agreed to pay for the matching funds for the project; and

WHEREAS, the matching funds for the project will be included in the City's Capital Improvement Plan (CIP).

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the intergovernmental agreement with the State of Arizona for the pavement rehabilitation project on Camelback Road from 59th Avenue to 83rd Avenue, be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute and deliver any and all documents necessary to effectuate said Agreement on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 12th day of May, 2026.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:

Patrick S. Banger, City Manager

ADOT CAR No.: IGA 25-0011413-I
AG Contract No.: P0012026000101
Project Location/Name: Camelback Rd, 59th Ave to 83rd Ave
Type of Work: Road Rehabilitation
Federal-aid No.: GLN-0(274)T
ADOT Project No.: T0714 01D/03D/ 01U/01C
TIP/STIP No.: GLN26-523D, GLN26-523D1, GLN26-523U, GLN26-523C
ALN: 20.205 - Highway Planning and Construction
Budget Source Item No.: 105778

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF GLENDALE

THIS AGREEMENT ("Agreement") is entered into this date _____, pursuant to the Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF GLENDALE, acting by and through its MAYOR and CITY COUNCIL (the " City" or "Local Agency"). The State and the Local Agency are each individually referred to as a "Party" and are collectively referred to as the "Parties."

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The Local Agency is empowered by A.R.S. § 48-572 to enter into this Agreement and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.

3. The work proposed under this Agreement consists of enhancement and rehabilitation of roadway infrastructure along Camelback Road from 59th Avenue to 83rd Avenue, (the "Project"). The Project will include upgrades to the existing roadway surface, American with Disabilities Act (ADA) compliance upgrades, sidewalk improvements and adjustment of utility infrastructure such as water valves, manholes, and other public facilities within the Project limits. The Project cost, shown in Exhibit A, is estimated at $19,845,000, which includes federal aid and the Local Agency's match. The State will administer the design, utility relocation, and advertise, bid and award, and administer the construction phase of the Project. The City will be responsible for obtaining any necessary license agreement(s) with the local utility and telecommunications companies.

4. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the Local Agency and authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the Local Agency for the Project, if the Project is approved by Federal Highway Administration (FHWA) and funds for the Project are available.

5. The foregoing Recitals and all Exhibits referred to herein and attached shall be incorporated into this Agreement.

In consideration of the mutual terms expressed herein, the Parties agree as follows:

II. SCOPE OF WORK

1. The Parties agree:

    a. The Project will be completed, accepted, and paid for in accordance with the requirements of the Project plans and specifications.

    b. The final cost estimate may exceed the initial estimate identified in Exhibit A, and in such case, the Local Agency is responsible for and agrees to pay, the difference prior to bid advertisement.

    c. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the Local Agency is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final Project amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. De-obligated federal aid will be returned to Maricopa Association of Governments (MAG). The Local Agency acknowledges it remains responsible for actual costs and agrees to pay according to the terms of this Agreement.

2. The State will:

    a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the Local Agency's designated agent for the Project.

    b. After this Agreement is executed, and prior to performing or authorizing any work, the Local Agency will be invoiced for a total of $579,000 which includes the Local Agency's share of the initial Project Development Administration (PDA) costs, estimated at $9,000, the Local Agency's share of the Project design costs, estimated at $420,000 and the Local Agency's share of utility costs, estimated at $150,000. If PDA costs exceed the estimate during the development of design, notify the Local Agency, obtain concurrence prior to continuing with the development of design, and invoice as determined by ADOT and the Local Agency for additional costs to complete PDA for the Project. If design costs exceed the estimate prior to completion of design, invoice the Local Agency for Project costs exceeding PDA and design. After the Project costs are finalized, invoice or

reimburse the Local Agency for the difference between actual costs and the amount the Local Agency has paid for PDA, design, and utility costs.

c. After receipt of the PDA costs and the Local Agency's estimated share of the Project design costs, and utility costs, submit all required documentation pertaining to the Project to FHWA with the recommendation that the maximum federal funds programmed for this Project be approved for scoping/design. After receipt of FHWA authorization, proceed to advertise for and enter into contract(s) with the consultant(s) for the design and post-design of the Project. Should costs exceed the maximum federal funds available it is understood and agreed that the Local Agency will be responsible for any overage.

d. On behalf of the Local Agency, prepare and provide all documents pertaining to the design and post-design of the Project, incorporating comments from the Local Agency, as appropriate. Review and approve documents required by FHWA to qualify the Project for and to receive federal funds. Perform tasks that may consist of, but are not limited to, preparation of environmental documents; analysis and documentation of environmental categorical exclusion determinations; geologic materials testing and analysis; right of way related oversight and stewardship activities; preparation of reports, design plans, maps, specifications and cost estimates and other related tasks essential to the design development of the Project.

e. After completion of design and prior to bid advertisement, invoice the Local Agency for the actual PDA costs, as applicable, and the Local Agency's share of the Project construction costs, estimated at $5,374,500. After the Project costs for construction are finalized, the State will either invoice or reimburse the Local Agency for the difference between estimated and actual costs. De-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.

f. After receipt of the actual PDA costs, if applicable, and the Local Agency's estimated share of the Project construction costs, including the difference between the final and the initial construction cost estimates, if applicable, submit all required documentation to FHWA with the recommendation that the maximum federal funds programmed for construction of this Project be approved. Should costs exceed the maximum federal funds available, it is understood and agreed that the Local Agency will be responsible for any overage.

g. After receipt of FHWA authorization, proceed to advertise for, receive and open bids, award and enter into a contract with the firm for the construction of the Project. If the bid amounts exceed the construction cost estimate, obtain the Local Agency's concurrence and invoice the Local Agency for the difference between the construction cost estimate and the bid amount prior to awarding the contract.

h. Notify the Local Agency of completion and final acceptance of the Project; coordinate with the Local Agency and turn over full responsibility of the Project improvements.

i. Not be obligated to maintain the Project, should the Local Agency fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

3. The Local Agency will:

   a. Designate the State as the Local Agency's authorized agent for the Project.

   b. Within 30 days of receipt of an invoice from the State, the Local Agency will pay a total of $579,000 which includes the Local Agency's share of the initial PDA costs, estimated at $9,000, the Local Agency's share of Project design costs, estimated at $420,000, and the Local Agency's share of utility costs, estimated at $150,000. Agree to be responsible for actual PDA costs, if during the development of design, PDA costs exceed the initial estimate. Be responsible and pay for the difference between the estimated and actual PDA, design, and utility costs of the Project within 30 days of receipt of an invoice.

   c. Review design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; provide design review comments to the State as appropriate.

   d. After completion of design, within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State any outstanding PDA costs, the Local Agency's share of the Project construction costs, estimated at $5,374,500, and if applicable, the difference between the final and initial construction cost estimates. Be responsible for and pay the difference between the estimated construction cost and Project bid amount prior to award. After Project completion, be responsible for and pay any outstanding Project costs, within 30 days of receipt of an invoice.

   e. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, that are not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the Local Agency is responsible for these costs; payment for these costs shall be made within 30 days of receipt of an invoice from the State.

   f. Certify that all necessary rights of way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right of way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT Right of Way Procedures Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and 9.07 Certification of Compliance. Coordinate with the appropriate State's Right of Way personnel during any right of way process performed by the Local Agency, if applicable.

   g. As applicable, the Local Agency shall certify that it has adequate resources to discharge the Local Agency's real property related responsibilities and ensures that its Title 23-funded projects are carried out using the FHWA approved and certified ADOT Right of Way Procedures Manual and that it will comply with current FHWA requirements whether or not the requirements are included in the FHWA approved ADOT Right of Way Procedures Manual (23 CFR 710.201). Additionally the Local Agency shall certify

that all real estate related activities requiring licensure are performed by licensed individuals as defined by the Arizona Department of Real Estate (A.R.S. §§ 32-2121 & 32-2122).

h. Not permit or allow any encroachments on or private use of the right of way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the Local Agency shall take all necessary steps to remove or prevent any such encroachment or use. Provide a copy of encroachment permits issued within the Project limits to the State.

Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter the Local Agency's rights of way, as required, to conduct any and all construction and preconstruction related activities for the Project, on, to and over said Local Agency's rights of way. This temporary right will expire with completion of the Project.

i. Investigate and document utilities within the Project limits; submit findings to ADOT determining prior rights or no prior rights; approve a location within the final right of way to re-establish the prior rights location for those utilities with prior rights.

j. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Be responsible for the cost of any Local Agency requested changes to the scope of work of the Project, such changes will require State and FHWA approval. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the Local Agency. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.

k. After completion and final acceptance of the Project, agree to maintain and assume full responsibility of the Project and all Project components.

l. Obtain any necessary license agreement(s) with the local utility and telecommunications companies.

III. MISCELLANEOUS PROVISIONS

1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.

2. Amendments. Any change or modification to the Project will only occur with the mutual written consent of both Parties.
3. Duration. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any and all obligations of maintenance hereunder shall remain perpetual and shall survive any termination hereof and the assignment or assumption of this Agreement or the Project by another competent jurisdiction or entity.

4. Cancellation. This Agreement may be canceled at any time up to 30 days before the award of the Project contract, so long as the canceling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the Local Agency terminates this Agreement, the Local Agency shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event

the Local Agency terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.

5. Indemnification. The Local Agency shall indemnify, defend, and hold harmless the State, any of its departments, agencies, boards, commissions, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Local Agency, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Local Agency's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the Local Agency which may be legally imputed to the State by virtue of the State's ownership or possession of land. The Local Agency's obligations under this paragraph shall survive the termination of this Agreement.

6. Third-Party Indemnification. The State shall include Section 107.13 of the 2021 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated into this Agreement by reference, in the State's contract with any and all contractors, of which the Local Agency shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the Local Agency.

7. Programmed Federal Funds. The cost of scoping, design, construction and construction engineering work under this Agreement is to be covered by the federal funds programmed for this Project, up to the maximum available. The Local Agency acknowledges that actual Project costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by FHWA as eligible for federal funds. Therefore, the Local Agency agrees to pay the difference between actual costs of the Project and the federal funds received.

8. Termination of Federal Funding. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

9. Indirect Costs. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.

10. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Local Agency will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

11. Single Audit. The Local Agency acknowledges compliance with federal laws and regulations and may be subject to the CODE OF FEDERAL REGULATIONS, TITLE 2, PART 200 (also known as The Uniform Grant Guidance). Entities that expend $1,000,000 or more (on or after 10/01/24) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit in accordance with §200.331 Subpart F.

12. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.

13. Conflicts of Interest. This Agreement may be canceled in accordance with A.R.S. § 38-511.

14. Inspection and Audit. The Local Agency shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the Local Agency, electronically or at the State office as set forth in this Agreement, at the request of ADOT.

15. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.

16. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination."

17. Non-Availability of Funds. Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

18. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.

19. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.

20. Contractor Certifications. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.

21. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

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City of Glendale
Attn: Javier F. Gurrola
6210 W. Myrtle Avenue
Glendale, AZ 85301
623.930.2925
jgurrola@glendaleaz.com

For Project Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

City of Glendale
Attn: Javier F. Gurrola
6210 W. Myrtle Avenue
Glendale, AZ 85301
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For Financial Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

City of Glendale
Attn: Purab Adabala
6210 W. Myrtle Avenue
Glendale, AZ 85301
623.930.2926
padabala@glendaleaz.com

23. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party with written notice to the other Party.

24. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form as set forth below.

25. Electronic Signatures. This Agreement may be signed in an electronic format including DocuSign.

Remainder of this page is intentionally left blank.

(Signatures begin on the next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective upon the signing and dating of all Parties.

CITY OF GLENDALE

By _____ Date_____
PATRICK S. BANGER
City Manager

ATTEST:

By _____ Date_____
JULIE K. BOWER
City Clerk

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its Department of Transportation, and the City of Glendale, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 48-572 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.
Approved as to Form:

By _____ Date_____
City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date_____
MATT MOUL, PE
Project Delivery and Operations
Division Director

This Agreement between public agencies, the State of Arizona and City of Glendale, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By _____ Date_____
Assistant Attorney General

EXHIBIT A

Cost Estimate

T0714 01D/03D/01U/01C

The Project costs are estimated as follows: *

ADOT Project Development Administration (PDA) Cost:	
Federal-aid funds @ 94.3%	$ 21,000
Local Agency's match @ 5.7%	1,269
Local Agency @ 100%	7,731
Subtotal – PDA	**$ 30,000**
Scoping/Design:	
Federal-aid funds @ 94.3%	$ 980,000
Local Agency's match @ 5.7%	59,236
Local Agency @ 100%	360,764
Subtotal – Scoping/Design	**$ 1,400,000**
Utilities:	
Federal-aid funds @ 94.3%	$ 350,000
Local Agency's match @ 5.7%	21,156
Local Agency @ 100%	128,844
Subtotal – Utilities	**$ 500,000**
Construction:**	
Federal-aid funds @ 94.3%	$ 12,540,500
Local Agency's match @ 5.7%	758,015
Local Agency @ 100%	4,616,485
Subtotal – Construction	**$ 17,915,000**
Estimated TOTAL Project Cost	**$ 19,845,000**
Total Estimated Local Agency Funds	**$ 5,953,500**
Total Federal Funds	**$ 13,891,500**

* The federal funds listed in the agreement represent a standard 94.3 percent pro rata. MAG policies require a maximum federal contribution of 70 percent. The 100 percent local funds listed satisfy the additional match requirements

** (Includes a minimum 15% construction engineering (CE) and administration cost (this percentage is subject to change, any change will require concurrence from the Local Agency) and 5% Project contingencies)

AGENDA ITEM: 34.

CITY COUNCIL REPORT

MEETING DATE: 05/12/2026
SUBMITTED FOR: Purab Adabala, Director
DEPARTMENT: Transportation

Subject

RESOLUTION NO. R26-49

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR THE WIDENING AND RECONSTRUCTION OF 67TH AVENUE BETWEEN THE DEER VALLY AND PINNACLE PEAK INTERSECTION IN GLENDALE, MARICOPA COUNTY.
Presented by: Tony Abbo, Deputy Director, Transportation

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an Intergovernmental Agreement (IGA) with the State of Arizona for the roadway widening and reconstruction of the pavement on 67th Avenue between the Deer Valley and Pinnacle Peak Road intersections in Glendale.

Background

The City of Glendale is the agency responsible for maintaining and operating 67th Avenue within the project limits. Sixty-seventh Avenue is a north-south major arterial street that crosses through several cities within the metropolitan area. The project scope includes the widening of northbound and southbound 67th Avenue, pavement rehabilitation, sidewalk improvements, signing, striping, signal upgrades, lighting enhancements, Americans with Disabilities Act (ADA) improvements, and other miscellaneous construction.

Analysis

The City of Glendale successfully secured federal grant funding through the Maricopa Association of Governments (MAG) for the widening and pavement preservation of 67th Avenue between the Deer Valley Road and Pinnacle Peak Road intersections in Glendale. The project is being funded out of the MAG regional Arterial Widening Program (AWP). The AWP is a competitive grant program funded by regional transportation funds through Proposition 479.
The State of Arizona, through the Arizona Department of Transportation (ADOT), will be the lead agency managing the design and construction phases of the project. Once construction is complete, the City of Glendale will assume the maintenance responsibilities for the improvements that will be constructed as part of the project.

Previous Related Council Action

No previous related council action.

Community Benefit/Public Involvement

The proposed roadway rehabilitation project will improve the pavement quality, reduce congestion, and as a result will promote safety and commerce within the corridor.

Fiscal Impact

Fiscal Year:	FY2026-27
Fiscal Year Amount Requested:	$495,000
Budgeted Y/N?:	Y
Account:	Various
Transfer Required? Y/N:	N
If Yes, what account will be used?:	

Budget and Financial Impacts:

Funding will be available in the FY2026- 27 Transportation Capital Improvement Program under project CIPST26020 – 67th, Deer Valley to Pinnacle Peak. Expenditures in future fiscal years are contingent upon Council budget approval.

Attachments

R26-49

IGA wiht State of Arizona

How was the item procured:	Other
Explanation:	Intergovernmental Agreement

Strategic Plan Connection:

Tier 1 Objective:	Optimize Processes & Services

RESOLUTION NO. R26-49

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR THE WIDENING AND RECONSTRUCTION OF 67TH AVENUE BETWEEN THE DEER VALLY AND PINNACLE PEAK INTERSECTION IN GLENDALE, MARICOPA COUNTY.

WHEREAS, the City of Glendale received federal funding through the Maricopa Association of Governments for the widening and reconstruction of 67th Avenue between the Deer Valley and Pinnacle Peak intersections in Glendale; and

WHEREAS, the State of Arizona through the Arizona Department of Transportation (ADOT) will be the lead agency for the project; and

WHEREAS, the project is being funded out of the regional Arterial Widening Program (AWP); and

WHEREAS, the addition of the lanes on northbound (NB) and southbound (SB) 67th Avenue will allow for system continuity; and

WHEREAS, the City of Glendale has agreed to pay for the matching funds for the project; and

WHEREAS, the matching funds for the project will be included in the City's Capital Improvement Plan (CIP).

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the Intergovernmental Agreement with the State of Arizona for the 67th Avenue widening project, be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute and deliver any and all documents necessary to effectuate said Agreement on behalf of the City of Glendale.

(Signatures on following page)

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 12th day of May, 2026.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:

Patrick S. Banger, City Manager

ADOT CAR No.: IGA 25-0011433-I
AG Contract No.: P0012026000040
Project Location/Name: 67th Ave: Deer Valley Rd to Pinnacle Peak Rd
Type of Work: Roadway Widening
Federal-aid No.: GLN-0(277)T
ADOT Project No.: T0717 01D/03D/01R/01U/01C
TIP/STIP No.: GLN26-520D, GLN26-520D1, GLN26-520R, GLN26-520U, GLN26-520C
ALN: 20.205 - Highway Planning and Construction
Budget Source Item No.: 105786

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF GLENDALE

THIS AGREEMENT ("Agreement") is entered into this date _____, pursuant to the Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF GLENDALE, acting by and through its MAYOR and CITY COUNCIL (the " City" or "Local Agency"). The State and the Local Agency are each individually referred to as a "Party" and are collectively referred to as the "Parties."

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The Local Agency is empowered by A.R.S. § 48-572 to enter into this Agreement and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.

3. The work proposed under this Agreement consists of expansion and rehabilitation of roadway infrastructure along 67th Avenue from Deer Valley Road to Pinnacle Peak Road to include widening the existing arterial by one lane in each direction, (the "Project"). The Project will include signal improvements and sidewalk improvements, upgrades to the existing utility infrastructure such as water valves, manholes, and other public facilities, within the Project limits. The Project cost, shown in Exhibit A, is estimated at $12,695,000, which includes federal aid and the Local Agency's match. The State will administer the design, utility relocation, and will advertise, bid and award, and administer the construction phase of the Project. The Local Agency will perform the necessary right of way activities for

the Project, under the stewardship and oversight of ADOT, and submit eligible expended right of way costs to the State for reimbursement; eligible right of way reimbursement will not exceed $980,000. The City will be responsible for obtaining any necessary license agreement(s) with the local utility and telecommunications companies.

4. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the Local Agency and authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the Local Agency for the Project, if the Project is approved by Federal Highway Administration (FHWA) and funds for the Project are available.

5. The foregoing Recitals and all Exhibits referred to herein and attached shall be incorporated into this Agreement.

In consideration of the mutual terms expressed herein, the Parties agree as follows:

II. SCOPE OF WORK

1. The Parties agree:

   a. The Project will be completed, accepted, and paid for in accordance with the requirements of the Project plans and specifications.

   b. The final cost estimate may exceed the initial estimate identified in Exhibit A, and in such case, the Local Agency is responsible for and agrees to pay, the difference prior to bid advertisement.

   c. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the Local Agency is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final Project amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. De-obligated federal aid will be returned to Maricopa Association of Governments (MAG). The Local Agency acknowledges it remains responsible for actual costs and agrees to pay according to the terms of this Agreement.

2. The State will:

   a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the Local Agency's designated agent for the Project.

   b. After this Agreement is executed, and prior to performing or authorizing any work, the Local Agency will be invoiced for a total of $495,000 which includes the Local Agency's share of the initial Project Development Administration (PDA) costs, estimated at $9,000, the Local Agency's share of the Project design costs, estimated at $336,000, and the Local Agency's share of utility costs, estimated at $150,000. If PDA costs exceed the estimate during the development of design, notify the Local Agency, obtain concurrence

prior to continuing with the development of design, and invoice as determined by ADOT and the Local Agency for additional costs to complete PDA for the Project. If design costs exceed the estimate prior to completion of design, invoice the Local Agency for Project costs exceeding PDA and design. After the Project costs are finalized, invoice or reimburse the Local Agency for the difference between actual costs and the amount the Local Agency has paid for PDA, design and utility costs.

c. After receipt of the PDA costs and the Local Agency's estimated share of the Project design costs, and utility costs, submit all required documentation pertaining to the Project to FHWA with the recommendation that the maximum federal funds programmed for this Project be approved for scoping/design. After receipt of FHWA authorization, proceed to advertise for and enter into contract(s) with the consultant(s) for the design and post-design of the Project. Should costs exceed the maximum federal funds available it is understood and agreed that the Local Agency will be responsible for any overage.

d. On behalf of the Local Agency, prepare and provide all documents pertaining to the design and post-design of the Project, incorporating comments from the Local Agency, as appropriate. Review and approve documents required by FHWA to qualify the Project for and to receive federal funds. Perform tasks that may consist of, but are not limited to, preparation of environmental documents; analysis and documentation of environmental categorical exclusion determinations; geologic materials testing and analysis; preparation of reports, design plans, maps, specifications and cost estimates and other related tasks essential to the design development of the Project.

e. Within 30 days of receipt, review, and approval of invoice(s) and documentation of payment for right of way acquisition, reimburse the Local Agency for eligible costs incurred, less the Local Agency's applicable pro-rata match in an amount not to exceed $980,000, the federal-aid approved and programmed for the Project.

f. After completion of design and prior to bid advertisement, invoice the Local Agency for the actual PDA costs, as applicable, and the Local Agency's share of the Project construction costs, estimated at $2,893,500. After the Project costs for construction are finalized, the State will either invoice or reimburse the Local Agency for the difference between estimated and actual costs. De-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.

g. After receipt of the actual PDA costs, if applicable, and the Local Agency's estimated share of the Project construction costs, including the difference between the final and the initial construction cost estimates, if applicable, submit all required documentation to FHWA with the recommendation that the maximum federal funds programmed for construction of this Project be approved. Should costs exceed the maximum federal funds available, it is understood and agreed that the Local Agency will be responsible for any overage.

h. After receipt of FHWA authorization, proceed to advertise for, receive and open bids, award and enter into a contract with the firm for the construction of the Project. If the bid amounts exceed the construction cost estimate, obtain the Local Agency's concurrence and invoice the Local Agency for the difference between the construction cost estimate and the bid amount prior to awarding the contract.

i. Notify the Local Agency of completion and final acceptance of the Project; coordinate with the Local Agency and turn over full responsibility of the Project improvements.

j. Not be obligated to maintain the Project, should the Local Agency fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

3. The Local Agency will:

a. Designate the State as the Local Agency's authorized agent for the Project.

b. Within 30 days of receipt of an invoice from the State, the Local Agency will pay a total of $495,000 which includes the Local Agency's share of the initial PDA costs, estimated at $9,000, the Local Agency's share of Project design costs, estimated at $336,000 and the Local Agency's share of utility costs, estimated at $150.000. Agree to be responsible for actual PDA costs, if during the development of design, PDA costs exceed the initial estimate. Be responsible and pay for the difference between the estimated and actual PDA, design, and utility costs of the Project within 30 days of receipt of an invoice.

c. Review design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; provide design review comments to the State as appropriate.

d. Coordinate with the State as required for right of way acquisition activities. Perform all activities required for acquisition of right of way and submit an invoice(s) on ADOT's Progress Payment Report Form, Exhibit B, attached and made part of this Agreement, providing all back-up documentation, to the State for review and approval, of eligible costs incurred by the Local Agency for acquisition of right of way for the Project, less the Local Agency's applicable pro-rata match, not to exceed the total federal-aid programmed amount of $980,000. Any costs incurred prior to the date of federal funds authorization are not eligible for reimbursement.

e. After completion of design, within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State any outstanding PDA costs, the Local Agency's share of the Project construction costs, estimated at $2,893,500, and if applicable, the difference between the final and initial construction cost estimates. Be responsible for and pay the difference between the estimated construction cost and Project bid amount prior to award. After Project completion, be responsible for and pay any outstanding Project costs, within 30 days of receipt of an invoice.

f. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, that are not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the Local Agency is responsible for these costs; payment for these costs shall be made within 30 days of receipt of an invoice from the State.

g. Certify that all necessary rights of way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right of way, or will be removed prior to the

start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT Right of Way Procedures Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and 9.07 Certification of Compliance. Coordinate with the appropriate State's Right of Way personnel during any right of way process performed by the Local Agency, if applicable.

h. As applicable, the Local Agency shall certify that it has adequate resources to discharge the Local Agency's real property related responsibilities and ensures that its Title 23-funded projects are carried out using the FHWA approved and certified ADOT Right of Way Procedures Manual and that it will comply with current FHWA requirements whether or not the requirements are included in the FHWA approved ADOT Right of Way Procedures Manual (23 CFR 710.201). Additionally the Local Agency shall certify that all real estate related activities requiring licensure are performed by licensed individuals as defined by the Arizona Department of Real Estate (A.R.S. §§ 32-2121 & 32-2122).

i. Not permit or allow any encroachments on or private use of the right of way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the Local Agency shall take all necessary steps to remove or prevent any such encroachment or use. Provide a copy of encroachment permits issued within the Project limits to the State.

j. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter the Local Agency's rights of way, as required, to conduct any and all construction and preconstruction related activities for the Project, on, to and over said Local Agency's rights of way. This temporary right will expire with completion of the Project.

k. Investigate and document utilities within the Project limits; submit findings to ADOT determining prior rights or no prior rights; approve a location within the final right of way to re-establish the prior rights location for those utilities with prior rights.

l. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Be responsible for the cost of any Local Agency requested changes to the scope of work of the Project, such changes will require State and FHWA approval. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the Local Agency. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.

m. After completion and final acceptance of the Project, agree to maintain and assume full responsibility of the Project and all Project components.

n. Obtain any necessary license agreement(s) with the local utility and telecommunications companies.

III. MISCELLANEOUS PROVISIONS

1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.

2. Amendments. Any change or modification to the Project will only occur with the mutual written consent of both Parties.

3. Duration. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any and all obligations of maintenance hereunder shall remain perpetual and shall survive any termination hereof and the assignment or assumption of this Agreement or the Project by another competent jurisdiction or entity.

4. Cancellation. This Agreement may be canceled at any time up to 30 days before the award of the Project contract, so long as the canceling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the Local Agency terminates this Agreement, the Local Agency shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the Local Agency terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.

5. Indemnification. The Local Agency shall indemnify, defend, and hold harmless the State, any of its departments, agencies, boards, commissions, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Local Agency, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Local Agency's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the Local Agency which may be legally imputed to the State by virtue of the State's ownership or possession of land. The Local Agency's obligations under this paragraph shall survive the termination of this Agreement.

6. Third-Party Indemnification. The State shall include Section 107.13 of the 2021 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated into this Agreement by reference, in the State's contract with any and all contractors, of which the Local Agency shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the Local Agency.

7. Programmed Federal Funds. The cost of scoping, design, construction and construction engineering work under this Agreement is to be covered by the federal funds programmed for this Project, up to the maximum available. The Local Agency acknowledges that actual Project costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by FHWA as eligible for federal funds. Therefore, the Local

Agency agrees to pay the difference between actual costs of the Project and the federal funds received.

8. Termination of Federal Funding. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

9. Indirect Costs. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.

10. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Local Agency will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

11. Single Audit. The Local Agency acknowledges compliance with federal laws and regulations and may be subject to the CODE OF FEDERAL REGULATIONS, TITLE 2, PART 200 (also known as The Uniform Grant Guidance). Entities that expend $1,000,000 or more (on or after 10/01/24) of federal assistance (federal funds, federal grants, or federal awards) must comply by having an independent audit in accordance with §200.331 Subpart F.

12. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.

13. Conflicts of Interest. This Agreement may be canceled in accordance with A.R.S. § 38-511.

14. Inspection and Audit. The Local Agency shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the Local Agency, electronically or at the State office as set forth in this Agreement, at the request of ADOT.

15. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.

16. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination."

17. Non-Availability of Funds. Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised,

and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

18. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.

19. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.

20. Contractor Certifications. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.

21. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

22. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
Joint Project Agreement Group
205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
JPABranch@azdot.gov

City of Glendale
Attn: Javier F. Gurrola
6210 W. Myrtle Avenue
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23. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party with written notice to the other Party.

24. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form as set forth below.

25. Electronic Signatures. This Agreement may be signed in an electronic format including DocuSign.

Remainder of this page is intentionally left blank.

(Signatures begin on the next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective upon the signing and dating of all Parties.

CITY OF GLENDALE

By _____ Date_____
PATRICK S. BANGER
City Manager

ATTEST:

By _____ Date_____
JULIE K. BOWER
City Clerk

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its Department of Transportation, and the City of Glendale, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 48-572 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.
Approved as to Form:

By _____ Date_____
City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date_____
MATT MOUL, PE
Project Delivery and Operations
Division Director

This Agreement between public agencies, the State of Arizona and City of Glendale, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By _____ Date_____
Assistant Attorney General

EXHIBIT A

Cost Estimate

T0717 01D/03D/01R/ 01U/01C
The Project costs are estimated as follows:*

ADOT Project Development Administration (PDA) Cost:	
Federal-aid funds @ 94.3%	$ 21,000
Local Agency's match @ 5.7%	1,269
Local Agency @ 100%	7,731
Subtotal – PDA	**$ 30,000**
Scoping/Design:	
Federal-aid funds @ 94.3%	$ 784,000
Local Agency's match @ 5.7%	47,389
Local Agency @ 100%	288,611
Subtotal – Scoping/Design	**$ 1,120,000**
Right of Way Acquisition:	
Federal-aid funds @ 94.3%	$ 980,000
Local Agency's match @ 5.7%	59,236
Local Agency @ 100%	360,764
Subtotal – Right of Way Acquisition	**$ 1,400,000**
Utilities:	
Federal-aid funds @ 94.3%	$ 350,000
Local Agency's match @ 5.7%	21,156
Local Agency @ 100%	128,844
Subtotal – Utilities	**$ 500,000**
Construction:**	
Federal-aid funds @ 94.3%	$ 6,751,500
Local Agency's match @ 5.7%	408,097
Local Agency @ 100%	2,485,403
Subtotal – Construction	**$ 9,645,000**
Estimated TOTAL Project Cost	**$ 12,695,000**
Total Estimated Local Agency Funds	**$ 3,808,500**
Total Federal Funds	**$ 8,886,500**

* The federal funds listed in the agreement represent a standard 94.3 percent pro rata. MAG policies require a maximum federal contribution of 70 percent. The 100 percent local funds listed satisfy the additional match requirements

** (Includes a minimum 18% construction engineering (CE) and administration cost (this percentage is subject to change, any change will require concurrence from the Local Agency) and 5% Project contingencies)

ARIZONA DEPARTMENT OF TRANSPORTATION

CONTRACT PAYABLES
PROGRESS PAYMENT REPORT

Report No.		**Check if Progress Payment:**	☐	**JPA/IGA # 25-0011433**
		Check if Final Payment:	☐	
Item No.		**Progress:**	**% Billed:**	
			% Complete:	
ADOT Project No.	T0717 01R			
Federal Aid No.	GLN-0(277)T			
Name of Project	67th Ave: Deer Valley Rd to Pinnacle Peak Rd			
Name of Vendor	City of Glendale			
REMIT PAYMENT TO:	City of Glendale, Purab Adabala, 6210 W. Myrtle Avenue, Glendale, AZ 85301			
JPA Start Date:		**Billing Period:**		
Contract Start Date:		**Estimated Completion Date:**		**Project End Date:**

SUMMARY OF WORK FOR WHICH PAYMENT IS REQUESTED

Items	Description	Contract Amount	Previous Accumulative Amount	Current Request	Accumulative Amount
	Per IGA #25-0011433				

Submitted By: _____ **Total to Date:** _____

Project Sponsor **Date**

Approved By: _____ **Previous Accumulate Amount:** _____

ADOT Project Manager **Date**

Current Request:

AGENDA ITEM: 35.

CITY COUNCIL REPORT

MEETING DATE: 05/12/2026
SUBMITTED FOR: Purab Adabala, Director
DEPARTMENT: Transportation

Subject

RESOLUTION NO. R26-50

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A GRANT AGREEMENT WITH THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION (AWARD NO. 693JJ32640326) FOR ACCEPTANCE AND EXPENDITURE OF THE SAFE STREET FOR ALL SUPPLEMENTAL PLANNING GRANT FUNDING FOR THE DEVELOPMENT OF AN ACTIVE TRANSPORTATION PLAN AND ADA TRANSITION PLAN.
Presented by: Aliudeen Khan-Abrahim, Deputy Director, Transportation

Purpose and Recommended Action

This is a request for the City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into a Grant Agreement with the U.S. Department of Transportation Federal Highway Administration (USDOT-FHWA), authorizing acceptance of the Safe Streets and Roads for All (SS4A) Supplemental Planning grant award in the amount of $799,992. The grant requires a 20% local match of $199,998; with the total amount not to exceed $999,990.

Background

The Infrastructure Investment and Jobs Act (IIJA) established the Safe Streets and Roads for All (SS4A) competitive grant program with $5 billion in appropriated funds over 5 years (2022-2026). The program supports the U.S. Department of Transportation's National Roadway Safety Strategy and the goal of zero roadway deaths. The City of Glendale Transportation Department applied for and secured $799,992 from this program to improve roadway safety throughout the City.

Analysis

The SS4A Supplemental Planning Grant funding will enable the City to develop an Active Transportation Plan (ATP) and an American with Disabilities Act (ADA) Transition Plan for transportation improvements. These plans will supplement the Vision Zero Plan and Safety Action Plan to improve traffic safety and accessibility for all road users in the City of Glendale Arizona.

Active transportation refers to any form of human-powered mobility, such as walking, cycling, and using mobility aids, promoting physical activity as a primary means of getting from one place to another. The ATP aims to enhance safety, connectivity, accessibility and mobility for

all road users, including vulnerable road-users. The ATP will include a comprehensive analysis of existing conditions and will help develop recommendations and strategies to address infrastructure gaps.

The ADA Transition Plan will support existing efforts to ensure that all pedestrian facilities are accessible to individuals with disabilities. Title II of the Americans with Disabilities Act requires state and local governments to ensure that persons with disabilities have access to pedestrian routes in the public right-of-way. The ADA Transition Plan will involve the evaluation and identification of sidewalks, curb ramps, crosswalks, and other roadway facilities to remove physical barriers and enhance transportation accessibility.

This planning effort will support the Vision Zero and Safety Action Plan towards eliminating fatalities in the roadway. Additionally, these plans will help the City to be eligible for future implementation grant funding opportunities.

Community Benefit/Public Involvement

This effort will improve safety and accessibility for roadway users, including active transportation users and people with disabilities. Public involvement will be part of the planning process for these plans.

Fiscal Impact

Fiscal Year:	FY2026-27
Fiscal Year Amount Requested:	$999,990
Budgeted Y/N?:	Y
Account:	Various
Transfer Required? Y/N:	N
If Yes, what account will be used?:	N/A

Budget and Financial Impacts:

Funding for this item will be available in the FY2026-27 Transportation Capital Improvement Program under project CIPST25069 – Active Transportation Plan. The City of Glendale received an SS4A grant award in the amount of $799,992, which requires a local match of $199,998. Expenditures beyond the current fiscal year are contingent upon Council budget approval.

Attachments

R26-50

Agreement with US Dept of Transportation FHWA

How was the item procured: Grant

Strategic Plan Connection:

Tier 1 Objective: Improve Community Experience

RESOLUTION NO. R26-50

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO A GRANT AGREEMENT WITH THE U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION (AWARD NO. 693JJ32640326) FOR ACCEPTANCE AND EXPENDITURE OF THE SAFE STREET FOR ALL SUPPLEMENTAL PLANNING GRANT FUNDING FOR THE DEVELOPMENT OF AN ACTIVE TRANSPORTATION PLAN AND ADA TRANSITION PLAN.

WHEREAS, the Federal Government, through the Federal Highway Administration ("FHWA"), has granted federal funding in the amount of $799,992 to the City of Glendale to develop an active transportation plan and ADA transition plan; and

WHEREAS, the "FHWA" will be responsible for 80% of the plan development costs and the City will be responsible for 20% of the plan development cost.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and its citizens thereof that the Grant Agreement with the Federal Highway Administration (Award No. 693JJ32640326) for acceptance and expenditure of the Safety Streets for All (SS4A) supplemental planning grant funding for the development of an active transportation plan and ADA transition plan, be entered into, which agreement is not on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and City Clerk are authorized and directed to execute, file and deliver said agreement on behalf of the City of Glendale.

(Signatures on following page.)

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 12th day of May, 2026.

Mayor Jerry P. Weiers

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

REVIEWED BY:

Patrick S. Banger, City Manager

1. Federal Award No.

693JJ32640326

2. Effective Date
See No. 16 Below

3. Assistance Listings No.
20.939

4. Award To
City of Glendale, Arizona
5850 W Glendale Avenue,
Glendale, AZ, 85301
Unique Entity Id.: CRE4N8H1X6J5
TIN No.: 86-6000247

5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590

6. Period of Performance
Effective Date of Award - 36 Months

7. Total Amount

Federal Share:	$799,992
Recipient Share:	$199,998
Other Federal Funds:	$0
Other Funds:	$0
Total:	$999,990

8. Type of Agreement
Grant

9. Authority
Section 24112 of the Infrastructure Investment and Jobs Act (IIJA, Pub. L. 117–58, November 15, 2021)

10. Procurement Request No.
HSA250458PR

11. Federal Funds Obligated
$799,992

12. Submit Payment Requests To
See Article 5.

13. Accounting and Appropriations Data
15X0176E50.0000.055SR50500.5592000000.410
10.61006600

14. Description of the Project
Develop a comprehensive Active Transportation Plan, Americans with Disabilities Act Self-Evaluation and Transition Plan for the City of Glendale, Arizona.

RECIPIENT

15. Signature of Person Authorized to Sign

_____

Signature Date

Name: Patrick Banger

Title: City Manager

FEDERAL HIGHWAY ADMINISTRATION

16. Signature of Agreement Officer

_____

Signature Date

Name: Ryan Buck

Title: Agreement Officer

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

"City"

City of Glendale, in Arizona
municipal corporation

ATTEST:

_____
Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE
FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the United States Department of Transportation's (the "**USDOT**") Federal Highway Administration (the "**FHWA**") and the City of Glendale, Arizona (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("**SS4A**") Grant for the City of Glendale Active Transportation Plan and ADA Self-Evaluation and Transition Plan.

The parties therefore agree to the following:

ARTICLE 1
GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

(a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2024 Safe Streets and Roads for All ("SS4A") Grant Program," dated November 4, 2025, which is available at https://www.transportation.gov/grants/ss4a/grant-agreements under "Fiscal Year 2024." Articles 7–33 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.

(b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (IIJA, div. G §§ 70901-27).

(c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: City of Glendale Active Transportation Plan and ADA Self-Evaluation and Transition Plan.

Application Date: 08/29/2024

2.2 Award Amount.

SS4A Grant Amount: $799,992

2.3 Federal Obligation Information.

Federal Obligation Type: Single

2.4 Budget Period.

Budget Period: See Block 6 of Page 1

2.5 Grant Designation.

Designation: Supplemental Planning Grant

ARTICLE 3
SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

Planning and Demonstration Narrative: The award will be used by the City of Glendale to develop a comprehensive Active Transportation Plan and Americans with Disabilities Act Self Evaluation Transition Plan.

The project will be completed in one phase.

3.2 Project's Estimated Schedule.

Supplemental Planning Schedule

Milestone	Schedule Date
Planned Final Plan Publicly Available Date:	6/30/2028
Planned SS4A Final Report Date:	12/31/2028

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	$799,992
Other Federal Funds:	$0
State Funds:	$0
Local Funds:	$199,998
In-Kind Match:	$0
Other Funds:	$0
Total Eligible Project Cost:	$999,990

(b) Cost Classification Table – For Planning and Demonstration Grants with demonstration activities and Implementation Grants Only

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

ARTICLE 4
CONTACT INFORMATION

4.1 Recipient Contact(s).

Marilu Garcia
Sr. Transportation Planner
City of Glendale
6210 W Myrtle Ave. Glendale AZ 85301
(623)930-2036
Mgarciaramirez@glendaleaz.com

4.2 Recipient Key Personnel.

Name	Title or Position
Patrick Sage	Transportation Planning Administrator
Marilu Garcia	Project Manager

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-2822
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
Federal Highway Administration
Office of Competitive Grants and Workforce Programs
HACG-30, Mail Stop W51-232
1200 New Jersey Avenue, S.E.
Washington, DC 20590
HCFASS4A@dot.gov

and

Division Administrator – Arizona
Agreement Officer's Representative (AOR)
4000 N. Central Ave. Suite 1500
Phoenix, AZ 85012
602-379-3646
Arizona.fhwa@dot.gov

and

Glen Robison
Arizona Division Office Lead Point of Contact
Safety Specialist
4000 N. Central Ave. Suite 1500 Phoenix, AZ 85012
602-382-8961
Glen.robison@dot.gov

ARTICLE 5
USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Competitive Grants and Workforce Programs

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the "AO") are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308 (f) (6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

5.2 Reimbursement Requests

(a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.

(b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.

(c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer's Representative (the "**AOR**") may withhold processing that request until the Recipient provides sufficient detail.

(d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.

(e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.

(f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6
SPECIAL GRANT TERMS

6.1 SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.

6.2 The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.

6.3 SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.

6.4 The Recipient of a Planning and Demonstration Grant acknowledges that the Supplemental Action Plan will be made publicly available and agrees that it will publish the final Supplemental Action Plan on a publicly available website.

6.5 There are no other special grant requirements.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: Citywide (City of Glendale, Arizona)
Baseline Measurement Date: N/A
Baseline Report Date: N/A

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

ATTACHMENT B
CHANGES FROM APPLICATION

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert "N/A" after "Scope," "Schedule," or "Budget." If there are changes to the budget, please complete the table below. Otherwise, leave the table below blank.

Scope: N/A

Schedule: N/A

Budget: N/A

The table below provides a summary comparison of the project budget.

	Application		**Section 3.3**	
Fund Source	$	%	$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

ATTACHMENT C

[RESERVED]

ATTACHMENT D

[RESERVED]

ATTACHMENT E
LABOR AND WORK

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with "X" in the following table are accurate:

X	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. *(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)*
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. *(Describe the training programs in the supporting narrative below.)*
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. *(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)*
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. *(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)*
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. *(Describe the partnership and workforce strategies in the supporting narrative below.)*
	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. *(Describe those actions in the supporting narrative below.)*
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in Attachment B. *(Identify the relevant actions from Attachment B in the supporting narrative below.)*
	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

All work for this project will be conducted consistent with the recipient's hiring, employment, and procurement standards and thus support good-paying jobs. The project will allow for free and fair choice to join a union, consistent with applicable law.

ATTACHMENT F
CRITICAL SECURITY INFRASTRUCTURE AND RESILIENCE

1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.

The Recipient states that rows marked with "X" in the following table are accurate:

	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
	The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.

2. Supporting Narrative.

N/A – will not purchase Information Technology or Operational Technology under this award.

ATTACHMENT G

[RESERVED]

AGENDA ITEM: 36.

CITY COUNCIL REPORT

MEETING DATE: 05/12/2026
SUBMITTED FOR: Purab Adabala, Director
DEPARTMENT: Transportation

Subject

RESOLUTION NO. R26-51

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ADOPTION OF THE VISION ZERO GOAL.
Presented by: Tony Abbo, Deputy Director, Transportation

Purpose and Recommended Action

This is a request for the City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to adopt the Vision Zero Goal.

Background

The Transportation Department, in partnership with other City departments, is developing the Vision Zero and Safety Action Plans to enhance safety on Glendale's roadways. The City received the Safe Streets and Roads for All (SS4A) grant funding to support this effort. On February 10, 2026, staff presented the draft Vision Zero Goal to the City Council to seek guidance and direction. The Council directed staff to move forward with the proposed goal and timeline. Upon advisement from the City Attorney, the goal statement has been revised, and the Federal Highway Administration (FHWA) concurs with the revision as stated in the resolution. The revised Vision Zero Goal statement is as follows: "Safety is a shared obligation. The City of Glendale is dedicated to proactive infrastructure and enforcement, driving toward a singular goal: zero traffic-related deaths and serious injuries by 2050."

Analysis

A Vision Zero Goal affirms the City's commitment to protecting the lives of everyone who uses Glendale's streets by working toward the elimination of traffic fatalities and serious injuries and meets federal expectations under the SS4A program. This goal establishes a foundation for future initiatives that prioritize people and promote safer travel for drivers, pedestrians, bicyclists, transit, and all other roadway users. Adopting a Vision Zero Goal aligns Glendale with national best practices. By adopting this goal, the City positions itself to implement a comprehensive Safety Action Plan and pursue additional funding opportunities advancing safer, more accessible streets for all residents and visitors.

Previous Related Council Action

On February 10, 2026, the Council reached consensus on developing the Vision Zero goal.
On October 28, 2025, staff introduced the Vision Zero Plan and Safety Action Plan to the Council.
On May 13, 2025, the Council approved Contract #C25-0453 with Stanley Consulting Inc. for the development of the Vision Zero Plan and Safety Action Plan.
On August 8, 2023, the Council approved Resolution No. R23-73, to accept the SS4A grant funding from the United States Department of Transportation.

Community Benefit/Public Involvement

The plan will help reduce vehicle, bicycle, and pedestrian-related crashes throughout the City, making the City's street network safer for all roadway users. The plan will also help raise public awareness of safety issues throughout Glendale.

Attachments

R26-51

Strategic Plan Connection:

Tier 1 Objective: Improve Community Experience

RESOLUTION NO. R26-51

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ADOPTION OF THE VISION ZERO GOAL.

WHEREAS, Safety is a shared obligation. The City of Glendale is dedicated to proactive infrastructure and enforcement, driving toward a singular goal: zero traffic-related deaths and serious injuries by 2050.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and its citizens thereof that the Glendale Council make a commitment that City of Glendale will adopt the Vision Zero strategy with the goal of eliminating all traffic fatalities for all users on Glendale roadways.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 12th day of May, 2026.

_____
Mayor Jerry P. Weiers

ATTEST:

_____
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Michael D. Bailey, City Attorney

REVIEWED BY:

_____
Patrick S. Banger, City Manager

AGENDA ITEM: 37.

CITY COUNCIL REPORT

MEETING DATE: 05/12/2026
SUBMITTED FOR: Amy Lindsay, Assistant Director
DEPARTMENT: Budget and Finance

Subject

RESOLUTION NO. R26-52

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ADOPTING A TENTATIVE BUDGET OF THE AMOUNTS REQUIRED FOR THE PUBLIC EXPENSE FOR THE CITY OF GLENDALE FOR THE FISCAL YEAR 2026-2027; SETTING FORTH THE REVENUE AND THE AMOUNT TO BE RAISED BY DIRECT PROPERTY TAXATION FOR VARIOUS PURPOSES; ADOPTING CITY COUNCIL'S FINANCIAL POLICIES; AND GIVING NOTICE OF THE TIME FOR HEARING TAXPAYERS AND FOR FIXING TAX LEVIES.
Presented by: Levi D. Gibson, Director, Budget and Finance

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Adoption of the Fiscal Year 2026-27 (FY26-27) Tentative Budget, including the proposed Capital Improvement Plan (CIP). This is also a request for the City Council to give notice of the date for public hearings on the following items:

- The FY26-27 Final Budget Adoption and the Property Tax Levy on June 9, 2026 at 5:30 p.m. at the Glendale Civic Center;
- The FY26-27 Property Tax Levy Adoption on June 23, 2026 at 5:30 p.m. at the Glendale Civic Center.

Once the Tentative Budget is approved by Council, it will be published together with the notice of public hearings in a newspaper of general circulation for two weeks as required by state statute.

Background

The FY26-27 budget process included a five-year forecast of the operating funds, a review of the proposed ten-year Capital Improvement Plan, and review of the detailed budget requests for each of the departments, which included both the operating funds and the capital outlay. To inform and deliberate on current budget issues and financing opportunities, Council held four (4) Budget Workshops to discuss specific budget and financial strategies for FY26-27 and future fiscal years.

State law requires that on or before the third Monday in July of each fiscal year, the City Council must adopt a tentative budget. Once this tentative budget has been adopted, the expenditures may not be increased upon final adoption; however, they may be decreased. This adoption sets the maximum "limits" for expenditure. The tentative budget must be fully itemized in conformance with the Auditor General's State Budget Forms and entered upon the

council meeting minutes.

For cities with a property tax, the final budget must be adopted by the third Monday in August. State law requires at least fourteen days between adoption of the final budget and adoption of the tax levy. In addition, special legislation further requires cities to publish a notice of Truth in Taxation if the proposed primary tax levy, excluding amounts attributable to new construction, is greater than the amount levied by the City in the previous year. However, the proposed FY26-27 Tentative Budget does not require a notice of Truth in Taxation because the proposed tax levy will only be increased by the amount attributable to new construction.

The City's financial and budget policies are a key component of the budget process and prioritization of resources. The policies cover five major areas:

1. Fiscal Planning and Budgeting
2. Cash and Budget Appropriation Transfers
3. Expenditure Control
4. Capital Asset and Debt Management
5. Fund Reserves and Structure

The tentative budget document includes the Council's financial policies to be considered for adoption along with the tentative budget. There are no proposed changes to the Council's financial policies as part of the FY26-27 tentative budget adoption.

Analysis

The FY26-27 budget process started at the January 27, 2026 City Council Workshop, where staff presented the Five-Year Financial Forecasts for the General Fund and other major operating funds of the city. Budget discussion continued with a series of Council Budget workshops beginning in March and culminating on April 28, 2026. At the Budget Workshops, staff received policy guidance and input from the Council on various budgetary items and advised Council of the potential impacts of budgetary decisions on the long-term financial forecasts.

The proposed Tentative Budget for FY26-27 is $1.41 billion and includes an operating budget of $714 million, a capital improvement budget of $441 million, a debt service budget of $113 million, and a contingency appropriation of $142 million. The total revenue budget is $1.06 billion and the total transfer budget is $224 million. The budget does not include an increase to the primary property tax rate.

Exhibit A contains a more detailed analysis of the proposed Tentative Budget.

Attachments

R26-52

Exhibit A - FY26-27 Tentative Budget Adoption

Strategic Plan Connection:

Tier 1 Objective: Exempt

RESOLUTION NO. R26-52

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ADOPTING A TENTATIVE BUDGET OF THE AMOUNTS REQUIRED FOR THE PUBLIC EXPENSE FOR THE CITY OF GLENDALE FOR THE FISCAL YEAR 2026-2027; SETTING FORTH THE REVENUE AND THE AMOUNT TO BE RAISED BY DIRECT PROPERTY TAXATION FOR VARIOUS PURPOSES; ADOPTING CITY COUNCIL'S FINANCIAL POLICIES; AND GIVING NOTICE OF THE TIME FOR HEARING TAXPAYERS AND FOR FIXING TAX LEVIES.

WHEREAS, pursuant to the provisions of the laws of the United States, the State of Arizona, and the charter and ordinances of the City of Glendale, the Council must adopt a tentative budget for the fiscal year beginning July 1, 2026, and ending June 30, 2027; and

WHEREAS, the Mayor and City Council of the City of Glendale, Arizona have reviewed the proposed budget.

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

SECTION 1. That the schedules contained in the tentative budget to this resolution are adopted for the purpose as set forth in the tentative budget for the City of Glendale for the fiscal year 2026-2027.

SECTION 2. That the financial policies contained in the tentative budget are adopted and approved.

SECTION 3. That the Council will conduct a hearing on the property tax levy on June 9, 2026 and levy the tax rate at a regularly scheduled meeting on June 23, 2026.

SECTION 4. That the Council will conduct a public hearing for the purpose of hearing taxpayers on the budget on June 9, 2026 and then enter a special meeting on that same date to determine and adopt a final budget for fiscal year 2026-2027.

SECTION 5. That upon the recommendation by the City Manager and with the approval of the City Council, expenditures may be made from the appropriation for contingencies.

SECTION 6. That money from any fund may be used for any and all of these appropriations, except monies specifically restricted by federal and state law, City Charter and ordinances.

SECTION 7. That all sums contained in the tentative budget's estimated expenditures are considered as specific appropriation and authority for the expenditures of such sums, as provided in the tentative budget, the laws of the United States Government, the State of Arizona, the Charter and ordinances of the City of Glendale.

SECTION 8. That pursuant to Glendale City Charter, Article VI, *et seq*., and A.R.S. § 42-17101, *et seq*., the City Council directs that the tentative budget along with a notice of the dates the Council will meet for the purpose of hearing taxpayers as to the final budget and tax levies, as well as the date set for the levy on the property tax, all be published in the official newspaper of the city once a week for at least two (2) consecutive weeks following the adoption of this tentative budget.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 12th day of May, 2026.

_____
Mayor Jerry P. Weiers

ATTEST:

_____
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

_____
Michael D. Bailey, City Attorney

REVIEWED BY:

_____
Patrick S. Banger, City Manager

FY2026-2027

Tentative Budget

Adopted
May 12, 2026

Glendale
ARIZONA

Exhibit A

Tentative Budget

Budget Document

Section 1 – Financial Policies

This section includes the financial policies that are key to financial stability and long-term planning. The financial policies will be included in the FY26-27 Annual Budget book and cover five major areas:

1. Fiscal Planning and Budgeting
2. Cash and Budget Appropriation Transfers
3. Expenditure Control
4. Capital Asset and Debt Management
5. Fund Reserves and Structure

Section 2 – Schedule One

This section includes Schedule One, a summary of the FY26-27 budgeted revenues and expenditures by fund. Schedule One is included in every annual budget document and provides a quick fund level summary of expected inflows (such as revenues) and outflows (such as expenditures) for each fund and, at a broader level, fund grouping (such as General Fund Group, Debt Service Fund Group, Internal Service Fund Group, etc.). Schedule One shows a total budget of $1.41 billion for FY26-27 with an operating budget of $714 million, a capital improvement budget of $441 million, a debt service budget of $113 million, and a contingency appropriation of $142 million. Schedule One also shows a total revenue budget of $1 billion and a total transfers budget of $224 million.

Section 3 – State of Arizona's Auditor General Budget Schedules

This section includes the State of Arizona's Office of the Auditor General's (AG) budget schedules. These schedules are labeled A through G and are identified in the following bullet points:

- Schedule A - Summary Schedule of Estimated Revenues and Expenditures/Expenses
- Schedule B - Tax Levy and Tax Rate Information
- Schedule C - Revenues Other Than Property Taxes
- Schedule D - Other Financing Sources/(Uses) and Interfund Transfers
- Schedule E - Expenditures/Expenses by Fund
- Schedule F - Expenditures/Expenses by Department
- Schedule G - Full-Time Employees and Personnel Compensation

Section 4 – FY 2027-2036 Capital Improvement Plan

This section includes the City's Ten-Year Capital Improvement Plan. The reports included are identified by the following bullet points:

- CIP Summary by Project Type
- CIP Summary by Funding Source
- CIP Project List by Project Type
- CIP Project List by Funding Source and Project
- CIP Project Detail

Section 1

Financial Policies

FINANCIAL POLICIES

A key component of the FY26-27 budget is the adoption of the Council's financial policies. This budget document includes the Council's amended financial policies to be considered for approval as part of the in the FY26-27 budget adoption process.

Council's financial policies serve as the foundation for establishing a strong, sustainable financial plan. The policies provide broad policy guidance related to ***Fiscal Planning and Budgeting***, ***Cash and Budget Appropriation Transfers, Expenditure Control***, ***Capital Asset and Debt Management***, and ***Fund Reserves and Structure***.

These five key financial policy areas are discussed on the following pages. For the purpose of these policies, a department is defined as a separate departmental unit presented in the City's most recent organizational chart. A fund is defined as a balanced set of accounts which appears as a column for reporting purposes in either the "Basic Financial Statements" or the "Combining Financial Statements" section of the City's Annual Comprehensive Financial Report (ACFR).

Fiscal Planning and Budgeting

Fiscal planning is the process of identifying resources and allocating them among numerous and complex competing purposes. The primary vehicle for this planning is the preparation, monitoring and analysis of the budget. It is essential to incorporate a long-term perspective and to monitor the performance of the programs that are competing to receive funding.

The City Manager will submit to the Council a proposed annual budget, based on Council's established goals, and will execute the budget as finally adopted, pursuant to Title 42, Chapter 17, Article 3, Section 17105 of the Arizona Revised Statutes, as amended.

1. Revenue and expenditure forecasts will be prepared annually and will include a Five-Year Forecast for each major operating fund (General Fund, Enterprise Funds, and certain Special Revenue Funds). These Five-Year Forecasts will be prepared at the beginning of the operating budget process and 1) provide a long-term view of current year budget decisions affecting the City and 2) provide an estimate of the fund balance and sensitivity to revenue and expenditures changes over the forecast period.

    a. The budget will be balanced, by fund, when all projected ongoing revenue sources exceed all ongoing expenses proposed for the current fiscal year and for the upcoming fiscal year. Use of the unassigned fund balance will occur only as authorized by Council and to address one-time costs, not ongoing costs or planned utilization of fund balance.

b. Revenues will not be dedicated for specific purposes unless approved by Council or required by law. All non-restricted revenues will be deposited in the General Fund and appropriated through the annual budget process.

2. To ensure ongoing General Fund stability, the primary property tax levy will be evaluated each year to determine where it should be set.

3. Any proposed new service or program initiative will be developed to reflect current Council policy directives and shall be considered in the context of balancing ongoing anticipated revenues against ongoing anticipated expenses. Proposals will follow all related Council Financial Policies.

4. To ensure compliance with existing policy, all grant programs and any programs supplemented by outside funding will include a sunset provision consistent with the projected end of funding. Personnel paid with these funds will be considered temporary with no certainty of continued employment beyond the life of the funding unless otherwise approved by Council. Equipment and technology purchases with these kinds of funds are subject to the policies for the replacement funds.

5. The City Manager's recommended budget presented to Council will contain, at a minimum, the following elements:

a. Revenue projections by major category, by fund;
b. Expenditure projections by program levels and major expenditure category, by fund, including support provided to or received from other funds;
c. Debt service principal and interest amounts;
d. Proposed inter-fund transfers;
e. Projected fund balance by fund;
f. Proposed personnel staffing levels;
g. Detailed schedule of capital projects;
h. Any additional information, data, or analysis requested by Council.

6. The operating budget will be based on the principle that current ongoing operating expenditures, including debt service and support for other funds, will be funded with current ongoing revenues. The enterprise funds (water/sewer, solid waste and landfill) and the transportation sales tax fund will pay the indirect cost charges for services provided by other funds. Additional funds may be added upon Council approval.

7. The budget will not use one-time (non-recurring) sources to fund continuing (recurring) expenditures.

8. Addition of personnel will be requested only to meet existing program initiatives and policy directives after service needs have been thoroughly examined and only if increased net ongoing revenue is substantiated.

9. The Budget and Finance Department and Human Resources Department will work together to manage position control. The number of full-time and regular part-time employees on the payroll will not exceed the total number of full-time equivalent positions that Council authorizes and adopts with the annual budget.

10. Benefits and compensation will be administered in accordance with Council policy direction.

a. Total compensation will be evaluated periodically for competitiveness.

b. A cost containment strategy means total costs for health insurance premiums will be shared between the employer, employees and retirees. Total premiums will be evaluated on an annual basis to ensure they are reasonable, competitive and expected to address anticipated claims plus the maintenance of an adequate reserve for the Employee Benefits Fund. Funding will be based on an annual actuarial report and its 75% confidence funding level recommendation.

c. A policy will be developed regarding the continuation of retiree health insurance after the completion of a comprehensive evaluation of the impact of GASB 67 and the presentation of results to Council.

11. Ideas for improving the efficiency and effectiveness of the city's programs and the productivity of its employees will be considered during the budget process.

12. Carryover of unspent appropriation from one fiscal year to the next is not automatic. The Budget and Finance Department staff will evaluate carryover requests and make recommendations to the City Manager. Recommended requests will be included in the City Manager’s budget presented to Council.

13. Salary savings will be retained to the greatest extent possible to build fund balance. Salary savings may be used for expenses upon the City Manager or their designee’s, approval if within the same fund/department. Salary savings may be used for expenses between funds/departments upon Council approval within the last three months of the fiscal year.

14. Total fund appropriation changes must be approved by the Council. These changes must also comply with the city's Alternative Expenditure Limitation in accordance with Article IX, Section 20, Constitution of Arizona and A.R.S. § 41-563 where final budget adoption sets the maximum allowable appropriation for the upcoming fiscal year.

15. The replacement of General Fund capital equipment and related support for technology, vehicles and telephonic equipment [except cell phones] will be

accomplished through the use of a “rental rate structure” that is revised annually as part of the annual budget process.

a. Any equipment purchased with grant funding will be considered for ongoing replacement and ongoing replacement premium funding only if specifically authorized by the City Manager and noted in the budget submittal.

b. The ongoing replacement costs for new technology and new vehicle purchases will be incorporated into the upcoming fiscal year’s rental rate structure regardless of whether they are initially purchased through a lease or pay-as-you-go funding.

c. Replacements will be based on equipment lifecycle analyses by the Public Works Department for City vehicles, or the Budget and Finance Department for technology and telephonic systems.

16. The City Council supports economic development objectives that support the creation and retention of quality jobs (25% greater than the median average wage in Maricopa County), add revenue, and enhance the quality of life in Glendale. City Council will consider incentives when the circumstances of the economic development opportunity warrant them necessary and appropriate for the opportunity and in the best interest of the city.

Cash and Budget Appropriation Transfers

1. Purpose & Restrictions

The following policy is established to implement an effective and efficient process by which the adopted City budget may be amended.

Throughout the course of the fiscal year, amendments to the budget are necessary to address new issues, increased prices, changes in scope of existing projects, and unforeseen issues affecting City operations. This policy applies to all cash and budget appropriation transfers initiated by the Mayor and City Council, the City Manager's Office, and/or departments. The City's Budget and Finance Department will process budget amendments in the financial management system, following appropriate authorization by the Mayor and City Council, the City Manager, and a Department Director.

For non-departmental operations, it may be necessary to transfer certain unanticipated amounts during the course of a fiscal year for unforeseen expenditures. These contingency appropriation transfers are not specific to any particular department and are established each fiscal year to cover unforeseen operation expenses, revenue shortages, or capital project acceleration as approved by Council. These funds can only be directed by Council during the fiscal year. Similar to

contingency, the Council approves appropriations for Miscellaneous Grants which are not specific to any particular department and are established to cover unanticipated grants received during the fiscal year. The policy covering these types of transfers is covered in the Contingency & Miscellaneous Grant Appropriation Transfers section below.

Article VI, Section 11 of the City Charter establishes the legal restriction for budget appropriation transfers and reads as follows:

> *The city manager may at any time transfer any unencumbered appropriation balance or portion thereof between general classifications of expenditures within an office, department or agency. At the request of the city manager and within the last three months of the fiscal year, the council may by ordinance transfer any unencumbered appropriation balance or portion thereof from one office, department or agency to another.*

2. Policy

Based on the purpose and restrictions surrounding cash and budget transfers, the following policy sets forth the restrictions surrounding cash and budgetary appropriation transfers.

a. Cash Transfers · Cash transfers between funds can only be authorized by Council in the last three months of the fiscal year.

b. Cash & Appropriation Transfers Between Funds · Cash and associated budget appropriation transfers between funds can only be authorized by Council in the last three months of the fiscal year.

c. Appropriation Transfers

   i. Between Funds· Budget appropriation transfers between funds can only be authorized by Council approval in the last three months of the fiscal year.

   ii. Between Departments· Budget appropriation transfers between departments can only be authorized by Council approval in the last three months of the fiscal year.

   iii. Within the Same Fund, Within the Same Department· Budget appropriation transfers within the same fund and within the same department can be authorized by City Manager approval throughout the fiscal year.

iv. Between Capital Improvement Projects

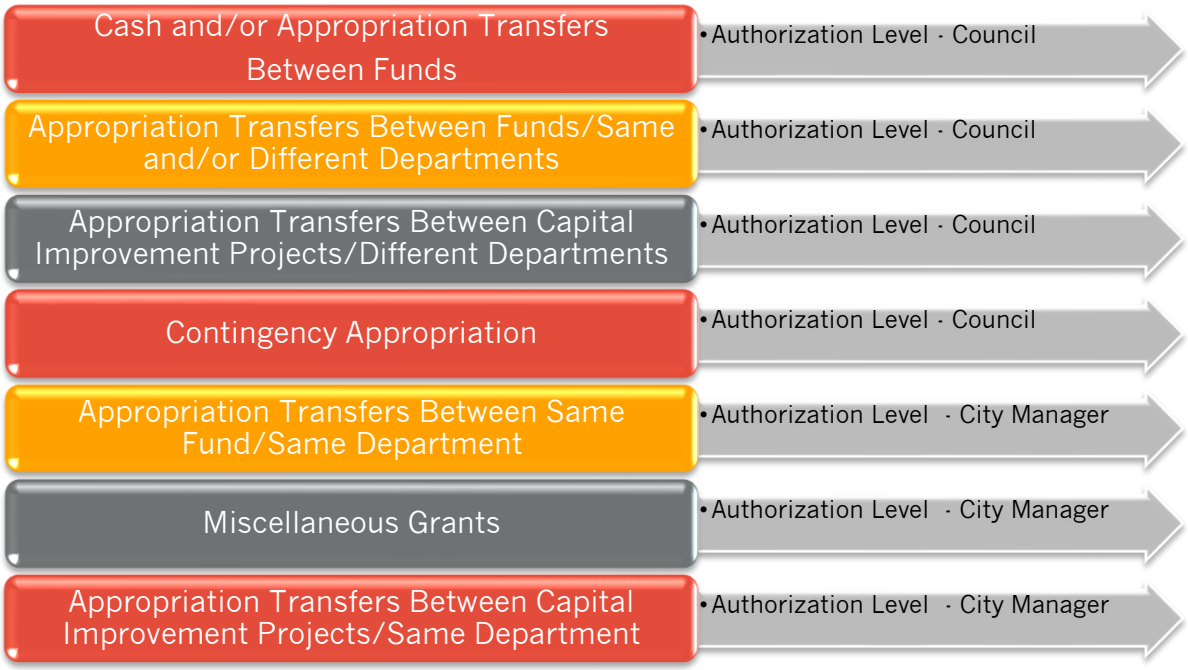
(1) Between Departments - Capital improvement project budget appropriation transfers for projects managed between departments can be only authorized by Council approval in the last three months of the fiscal year.

(2) Within Departments - Capital improvement project budget appropriation transfers within the same department, and the same fund, can be authorized by City Manager approval throughout the fiscal year.

d. Restricted Fund Transfers - Cash and/or appropriation transfers into, and out of, restricted funds can only be authorized by Council approval. Only transfers within the intent of the restricted funds will be approved by Council. For restricted fund transfers, the Council shall be provided with
   i. justification that such transfers are consistent with restricted fund purposes,
   ii. assurance that the transfer has been legally reviewed by the City Attorney, and
   iii. assurance that the transfer meets the restrictions set out in this transfer policy.

e. Contingency & Miscellaneous Grant Appropriation Transfers- These types of transfers are not specific to any particular department:
   i. Contingency- Contingency budget appropriation transfers can be authorized by Council throughout the fiscal year.
   ii. Miscellaneous Grants- Miscellaneous Grant appropriation transfers can be authorized by the City Manager throughout the fiscal year.

f. Approval of Expenditures in Excess of Budget Appropriations - There may be emergency situations where a transfer is required before it is possible to obtain formal Council approval. In such cases, the Budget and Finance Department will advise the City Manager of the emergency condition and request approval. Upon approval, the Budget and Finance Department will seek Council ratification at the first possible Council meeting.



EXPENDITURE CONTROL

Management will ensure compliance with the City Council adopted budget.

1. Expenditures will be controlled by an annual appropriated budget. Council will establish appropriations through the budget process. Council may transfer these appropriations as necessary through the budget amendment process as previously described.

2. The purchasing system will provide commodities and services in a timely manner to avoid interruptions in the delivery of services. All purchases will be made in accordance with the procurement code, purchasing policies, guidelines and procedures and applicable state and federal laws. The city may join various cooperative purchasing agreements to obtain supplies, equipment and services at the best value.

3. A system of internal controls and procedures using best practices will be maintained for the procurement and payment processes.

4. The State of Arizona sets a limit on the expenditures of local jurisdictions. Compliance with these expenditure limitations is required. The city will submit an audited expenditure limitation report as defined by the Uniform Expenditure Reporting System (A.R.S. Section 41-1279.07) along with audited financial statements to the State Auditor General within the required timeframe.

CAPITAL ASSET AND DEBT MANAGEMENT

Long term debt is used to finance capital projects with long useful lives. Financing capital projects with debt provides for an “intergenerational equity” because the actual users of the capital asset pay for its cost over time, rather than one group of users paying in advance for the costs of the asset.

The city will not give or loan its credit in aid of, nor make any donation, grant, or payment of any public funds, by subsidy or otherwise, to any individual, association, or corporation, except where there is a clearly identified public purpose and the city either receives direct consideration substantially equal to its expenditure or provides direct assistance to those in need. Long-term debt will not be used to fund current operations or smaller projects that can be financed from current revenues or resources.

1. A 10-year Capital Improvement Plan (CIP) will be updated annually as part of the budget process. It will include projected life cycle costing. Only the first year of the plan will be appropriated. The remainder will be projections to be addressed in subsequent years.

a. Life cycle costing is a method of calculating the total cost of a physical asset throughout its life. It is concerned with all costs of ownership and takes into account all of the costs incurred by an asset from its acquisition to its disposal, including design, installation, operating, and maintenance costs.

2. The 10-year CIP will address capital needs in the following order:

a. to improve existing assets;
b. to replace existing assets;
c. to construct new assets.

3. All projects will be evaluated annually by a multi-departmental team regarding

a. accuracy of the projected costs;
b. consistency with the General Plan and Council policy goals;
c. long-range master plans;
d. ability to finance initial capital costs;
e. ability to finance life cycle costs;
f. ability to cover the associated additional ongoing operating costs.

4. All projects funded with general obligation bonds will be undertaken only with voter approval as required through a bond election.

a. General Obligation debt is supported by secondary property tax revenues. The secondary property tax revenues assessed are based upon the ability to finance the City's debt service obligations and the rate is dependent upon the revenue requirements and the assessed valuation of taxable property. At a minimum, the general obligation debt service fund balance will be at least 10% of the next fiscal year's property tax supported debt service.

5. Non-voter approved debt supported by General Fund revenues such as Municipal Property Corporation (MPC) bonds, excise tax bonds, and lease obligations will be used only when a dedicated ongoing revenue source is identified to pay the associated debt service obligations. This type of debt service will not exceed 10% of the 5-year average of the General Fund's operating revenue available to support the debt service obligations.

a. For FY26-27, debt service is 15.6% of the General Fund operating revenue as defined above.

6. For non-voter approved debt, the following considerations will be made prior to the pledging of projected revenues for the ongoing payment of associated ongoing debt service obligations:

a. The project requires ongoing revenue not available from other sources.
b. Matching monies are available that may be lost if not applied for in a timely manner.
c. Catastrophic conditions.

7. Short-term borrowing or lease/purchase contracts should be considered for financing major operating capital equipment only when:

a. The repayment term does not exceed the expected useful life of the equipment to be purchased;
b. An ongoing revenue source is identified to pay the annual debt service; and
c. The Budget and Finance Director, along with the city's financial advisors, determine that this is in the city's best financial interest.

8. These policies are in addition to the policies incorporated in the Debt Management Plan.

FUND RESERVES AND STRUCTURE

Fund balance is an important indicator of the City's financial position. Adequate fund balances are maintained to allow the City to continue to providing services to the community in case of economic downturns and/or unexpected emergencies or requirements. To ensure the continuance of sound financial management of public resources, committed, assigned, or unassigned General Fund, fund balance will be maintained to provide resources to address emergencies, sudden loss of revenue, or unexpected downturns in the economy. Use of fund balances will be limited to address unanticipated, non-recurring needs and planned future one-time or non-recurring obligations. Unassigned balances may, however, be used to allow time to restructure operations and must be approved by the City Council.

1. The minimum fund balance in the General Fund, which is defined as the unassigned amount, shall total 25% of the total budgeted ongoing expenditures for the upcoming fiscal year. Any usage of the unassigned fund balance category must be approved by a majority of the City Council. The unassigned fund balance should only be used in the event of unexpected revenue shortfalls, unforeseen circumstances, and emergencies. Any usage of this reserve should be replenished within the subsequent fiscal year if possible. The replenishment period may be extended, based on circumstances, for as long as five years.

2. For the Water and Sewer Enterprise Fund;
a. The target for fund balance will be 50% of operating expenses.
b. The Senior Lien Debt Service Coverage Ratio target will be 1.85.
c. The target for Days Cash on Hand will be 250 days.

3. The minimum fund balance in the Solid Waste Enterprise Fund will be maintained at 10% of operating revenues.

4. The minimum fund balance in the Landfill Enterprise Fund will be maintained at 15% of operating revenues.

5. For the other major governmental operating funds, the minimum unassigned fund balance shall be as follows:

    a. PSST 5% of operating revenue
    b. HURF 15% of operating revenue
    c. Others: 10% of operating revenue

6. If a situation arises where fund balance at the end of the current fiscal year is less than the Council approved fund balance level, the deficiency should be replenished in the coming fiscal years, not to exceed a total of five consecutive years.

7. The City Manager may establish additional assigned fund balance reserves for certain anticipated obligations or other purposes.

8. Any balance in excess of the fund balance reserves may be used to support one-time expenditures. Council approval is required to use these funds to supplement "pay as you go" capital outlay, one-time operating expenditures, or to prepay existing debt.

9. The fund balance for the various Trust Funds will be based on annual actuarial reports and the target funding level must be at the 75% confidence funding level.

10. Separate fund balance operating reserves may be required by bond issuance documents for those funds with outstanding bonded debt. These requirements will not be viewed as additional fund balance needs unless they are greater than those established by these goals.

Section 2

Schedule 1
Fund Balance Analysis

City of Glendale
Schedule 1 - Fund Balance Analysis

	Beginning Fund Balance	Projected Revenues	Transfer In	Transfer Out	Operations	Capital Outlay	Debt Service	Contingency	Total Appropriation	Ending Fund Balance
General Funds										
1000-General Fund	250,908,249	363,021,738	48,728,895	(83,142,506)	(341,778,633)	-	-	(5,000,000)	(346,778,633)	232,737,743
1020-Vehicle Replacement	8,515,017	750,000	5,082,136	-	(13,266,711)	-	-		(13,266,711)	1,080,442
Sub-Total General Fund	**259,423,266**	**363,771,738**	**53,811,031**	**(83,142,506)**	**(355,045,344)**	**-**	**-**	**(5,000,000)**	**(360,045,344)**	**233,818,185**
Special Revenue Funds										
2010-Home Grant	-	6,001,534	-	-	(6,001,534)	-	-		(6,001,534)	-
2020-Neighborhood Stabilization	455,866	127,354	-	-	(583,220)	-	-		(583,220)	-
2030-Neighborhd Stabilization Pgm3	-	227,300	-	-	(227,300)	-	-		(227,300)	-
2040-C.D.B.G.	-	6,173,633	-	-	(6,173,633)	-	-		(6,173,633)	-
2041-CDBG-CV1	-	80,000	-	-	(80,000)	-	-		(80,000)	-
2044-CDBG-CV3	-	125,000	-	-	(125,000)	-	-		(125,000)	-
2050-Highway User Revenue Fund	35,369,209	21,391,459	-	(4,914,260)	(14,849,279)	(3,515,780)	-	(1,500,000)	(19,865,059)	31,981,349
2060-Transportation Grants	2,039,853	18,206,605	-	-	(9,114,571)	(11,131,887)	-	-	(20,246,458)	-
2070-Transportation Sales Tax	107,485,522	48,911,874	-	(41,360,539)	(19,697,560)	(16,818,111)	-	(300,000)	(36,815,671)	78,221,185
2071-Streets In-Lieu	7,237,759	-	-	-	-	-	-	-	-	7,237,759
2080-Police Special Revenue	8,356,807	29,460,738	-	(32,460,738)	-	-	-		-	5,356,807
2090-Fire Special Revenue	3,379,683	14,768,157	-	(16,268,157)	-	-	-		-	1,879,683
2100-Utility Bill Donation	89,538	150,000	-	-	(150,000)	-	-		(150,000)	89,538
2110-Arts Commission	4,420,454	835,752	-	-	(643,830)	(979,851)	-		(1,623,681)	3,632,525
2120-Court Security Bonds	(174,500)	327,500	-	-	(126,103)	-	-		(126,103)	26,898
2130-Airport Special Revenue	-	1,119,704	182,415	-	(1,302,120)	-	-		(1,302,120)	-
2140-CAP Grant	-	1,508,827	70,215	-	(1,579,042)	-	-		(1,579,042)	-
2145-Other Community Revite Grants	6,000,000	-	-	-	(6,000,000)	-	-	-	(6,000,000)	-
2150-Emergency Shelter Grant	-	482,992	-	-	(482,992)	-	-		(482,992)	-
2160-Other Grants	55,792	68,213,951	-	-	(10,826,368)	(21,723,596)	-	(35,719,779)	(68,269,743)	-
2161-American Recovery Plan Act	1,032,695	-	-	-	(1,032,695)	-	-		(1,032,695)	-
2162-Opioid Settlement Fund	2,707,155	-	-	-	(2,550,000)	-	-	(157,155)	(2,707,155)	-
2170-Rico Funds	705,504	512,000	-	-	(600,000)	-	-		(600,000)	617,504
2180-Park and Rec Designated	276,141	12,700	-	-	(64,190)	-	-		(64,190)	224,650
2190-Airport Capital Grant	14,097	9,655,587	-	-	-	(9,669,684)	-		(9,669,684)	-
2200-Training Facility Revenue	8,479,906	3,676,457	3,901,990	-	(4,717,893)	(4,191,188)	-		(8,909,081)	7,149,273
Sub-Total Special Revenue Fund	**187,931,480**	**231,969,125**	**4,154,620**	**(95,003,694)**	**(86,927,330)**	**(68,030,096)**	**-**	**(37,676,934)**	**(192,634,361)**	**136,417,170**
Debt Service Funds										
3010-General Obligation Debt Srv	569,822	26,230,690	-	-	-	-	(21,065,565)		(21,065,565)	5,734,946
3030-MPC Debt Service	18,761,404	9,857,073	-	(9,857,073)	-	-	(3,483,569)		(3,483,569)	15,277,835
3040-Transportation Debt Service	1,986,659	-	482,206	-	-	-	(482,206)		(482,206)	1,986,659
3050-Excise Tax Debt Service	7,249,985	-	40,965,573	-	-	-	(31,108,500)		(31,108,500)	17,107,058
3060-POB Debt Service	402,160	-	20,556,073	-	-	-	(20,556,073)		(20,556,073)	402,160
Sub-Total Debt Service Funds	**28,970,030**	**36,087,763**	**62,003,852**	**(9,857,073)**	**-**	**-**	**(76,695,913)**	**-**	**(76,695,913)**	**40,508,659**

City of Glendale
Schedule 1 - Fund Balance Analysis

	Beginning Fund Balance	Projected Revenues	Transfer In	Transfer Out	Operations	Capital Outlay	Debt Service	Contingency	Total Appropriation	Ending Fund Balance
Permanent Funds										
8010-Cemetery	7,423,492	300,000	-	-	-	-	-	(7,723,492)	(7,723,492)	-
Sub-Total Permanent Funds	**7,423,492**	**300,000**	**-**	**-**	**-**	**-**	**-**	**(7,723,492)**	**(7,723,492)**	**-**
Capital Project Funds										
1080-General Government Capital Prj	48,856,605	-	15,270,476	(647,307)	-	(58,478,631)	-	(300,000)	(58,778,631)	4,701,143
1070 - Camelback Ranch	-	963,652	4,522,307	-	-	(4,523,307)	-	(962,652)	(5,485,959)	-
4020-Hurf Capital Projects	-	-	4,914,260	-	-	(4,914,260)	-	-	(4,914,260)	-
4030-Transportation Capital Proj	-	-	40,878,333	-	-	(40,878,333)	-	-	(40,878,333)	-
4010+G.O. Bonds - Streets Constr.	6,001,468	4,126,492	-	-	-	(10,127,960)	-	-	(10,127,960)	-
4040+G.O. Bonds - Public Safety Constr.	25,419,823	6,044,211	-	-	-	(31,464,034)	-	-	(31,464,034)	-
4050-G.O. Bonds - Parks Construction	1,660,741	-	-	-	-	(1,660,741)	-	-	(1,660,741)	-
4060+G.O. Bonds - Government Facilities	1,763,154	1,410,954	-	-	-	(3,174,108)	-	-	(3,174,108)	-
4070-G.O. Bonds - Economic Development	2,943,150	-	-	-	-	-	-	(2,943,150)	(2,943,150)	-
480+G.O. Bonds - Cultural Facility	3,967,250	-	-	-	-	(3,967,250)	-	-	(3,967,250)	-
4090+G.O. Bonds - Open Space/Trail Constr.	20,709,070	9,796,862	-	-	-	(30,505,932)	-	-	(30,505,932)	-
4100+G.O. Bonds - Library Construction	4,860,439	-	-	-	-	(4,860,439)	-	-	(4,860,439)	-
4110+G.O. Bonds - Flood Control	7,391,274	5,005,701	-	-	-	(12,396,975)	-	-	(12,396,975)	-
4165+Development Impact Fees - Public Safety	28,635,500	539,202	-	-	-	(37,500)	-	(29,137,201)	(29,174,701)	-
4283+Development Impact Fees - Libraries	553,216	10,309	-	-	-	(156,223)	-	(407,302)	(563,525)	-
4325+Development Impact Fees - Parks & Rec	4,117,372	80,406	-	-	-	(173,517)	-	(4,024,261)	(4,197,778)	-
4405+Development Impact Fees - Streets	53,125,258	1,637,333	-	-	-	(5,619,687)	-	(49,142,905)	(54,762,591)	-
4510-Gov Facility Excise Tax 24 Bond	14,210,558	-	-	-	-	(14,210,558)	-	-	(14,210,558)	-
4520 - Gov Facility-Excise Tax 25Bond	27,064,705	-	-	-	-	(27,064,705)	-	-	(27,064,705)	-
4610-ARPA Capital Projects	1,756,829	-	-	-	-	(1,756,829)	-	-	(1,756,829)	-
Sub-Total Capital Fund	**253,036,411**	**29,615,121**	**65,585,376**	**(647,307)**	**-**	**(255,970,989)**	**-**	**(86,917,470)**	**(342,888,459)**	**4,701,143**
Enterprise Funds										
6020+ Water and Sewer	86,107,057	198,766,930	35,976,697	(35,093,000)	(90,605,130)	(101,564,894)	(35,093,000)	(2,000,000)	(229,263,024)	56,494,661
6110+ Landfill	18,236,237	16,781,254	1,219,496	-	(12,141,490)	(6,888,733)	(712,750)	(500,000)	(20,242,973)	15,994,014
6120-Solid Waste	11,497,387	30,493,596	206,250	-	(21,419,021)	(8,713,524)	-	(200,000)	(30,332,546)	11,864,687
6130-Housing Public Activities	-	21,474,846	786,258	-	(22,261,104)	-	-		(22,261,104)	-
Sub-Total Enterprise Funds	**115,840,681**	**267,516,626**	**38,188,701**	**(35,093,000)**	**(146,426,746)**	**(117,167,151)**	**(35,805,750)**	**(2,700,000)**	**(302,099,647)**	**84,353,361**
Internal Service Funds										
7010-Risk Management Self Insurance	22,403,044	-	-	-	(14,555,915)	-	-	(1,000,000)	(15,555,915)	6,847,129
7020-Workers Comp Self Insurance	35,566,722	26,000	-	-	(13,018,779)	-	-	(1,000,000)	(14,018,779)	21,573,942
7030-Benefits Trust	34,851,434	35,009,007	-	-	(46,367,652)	-	-	-	(46,367,652)	23,492,789
7040-Fleet Services	2,615,112	16,992,593	-	-	(16,992,593)	-	-	-	(16,992,593)	2,615,112
7050-Technology	10,714,701	25,042,119	-	-	(24,436,474)	-	-	-	(24,436,474)	11,320,346
7060-Technology Projects	10,541,372	-	-	-	(10,541,372)	-	-	-	(10,541,372)	-
Sub-Total Internal Service Funds	**116,692,386**	**77,069,719**	**-**	**-**	**(125,912,785)**	**-**	**-**	**(2,000,000)**	**(127,912,785)**	**65,849,320**
TOTAL	**969,317,746**	**1,006,330,091**	**223,743,580**	**(223,743,580)**	**(714,312,205)**	**(441,168,237)**	**(112,501,663)**	**(142,017,896)**	**(1,410,000,000)**	**565,647,837**

Section 3

Auditor General Schedules (A thru G)

City of Glendale
Summary Schedule of estimated revenues and expenditures/expenses
Fiscal Year 2027

Fiscal Year		Sch		Funds							
				General Fund	Special Revenue Funds	Debt Service Funds	Capital Project Funds	Permanent Funds	Enterprise Funds	Internal Service Funds	Total all funds
2026	Adopted/adjusted budgeted expenditures/expenses*	E	1	355,019,420	187,593,460	115,198,815	381,358,140	7,126,053	288,914,246	124,789,867	1,460,000,000
2026	Actual expenditures/expenses**	E	2	330,691,296	150,727,675	115,020,671	247,522,101	0	243,495,768	98,113,494	1,185,571,004
2027	Beginning fund balance/(deficit) or net position/(deficit) at July 1***		3	259,423,266	187,783,556	28,970,030	253,036,411	7,423,492	115,840,681	116,840,310	969,317,746
2027	Primary property tax levy	B	4	7,528,526	0	0	0	0	0	0	7,528,526
2027	Secondary property tax levy	B	5	0	0	26,230,690	0	0	0	0	26,230,690
2027	Estimated revenues other than property taxes	C	6	356,243,212	231,969,125	9,857,073	3,230,901	300,000	217,516,626	77,069,719	896,186,656
2027	Other financing sources	D	7	0	0	0	26,384,220	0	50,000,000	0	76,384,220
2027	Other financing (uses)	D	8	0	0	0	0	0	0	0	0
2027	Interfund transfers in	D	9	53,811,031	4,154,620	62,003,852	65,585,376	0	38,188,701	0	223,743,580
2027	Interfund Transfers (out)	D	10	83,142,506	95,003,694	9,857,073	647,307	0	35,093,000	0	223,743,580
2027	Line 11: Reduction for fund balance reserved for future budget year expenditures			0	0	0	0	0	0	0	0
	Maintained for future debt retirement			0	0	0	0	0	0	0	0
	Maintained for future capital projects		11	18,545,476	0	0	0	0	0	0	18,545,476
	Maintained for future financial stability			0	0	0	0	0	0	0	0
	Maintained for future retirement contributions			20,000,000	0	0	0	0	0	0	20,000,000
				0	0	0	0	0	0	0	0
2027	Total financial resources available		12	555,318,053	328,903,606	117,204,572	347,589,602	7,723,492	386,453,009	193,910,028	1,937,102,361
2027	Budgeted expenditures/expenses	E	13	360,045,344	192,634,361	76,695,913	342,888,459	7,723,492	302,099,647	127,912,785	1,410,000,000

	Expenditure limitation comparison	2026	2027
1	Budgeted expenditures/expenses	$ 1,460,000,000	$ 1,410,000,000
2	Add/subtract: estimated net reconciling items	0	0
3	Budgeted expenditures/expenses adjusted for reconciling items	1,460,000,000	1,410,000,000
4	Less: estimated exclusions	696,172,998	676,891,646
5	Amount subject to the expenditure limitation	$ 763,827,002	$ 733,108,354
6	EEC expenditure limitation or voter-approved alternative expenditure limitation	$ 792,660,668	$ 831,209,470

The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes expenditure/expense adjustments approved in the current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts on this line represent beginning fund balance/(deficit) or net position/(deficit) amounts except for nonspendable amounts (e.g., prepaids and inventories) or amounts legally or contractually required to be maintained intact (e.g., principal of a permanent fund). See the Instructions tab, cell C17 for more information about the amounts that should and should not be included on this line.

City of Glendale
Tax levy and tax rate information
Fiscal Year 2027

		2026	2027
1.	Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	$ 8,543,249	$ 8,867,200
2.	Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	$	$
3.	Property tax levy amounts		
A.	Primary property taxes	$ 7,275,997	$ 7,528,526
	Property tax judgment		
B.	Secondary property taxes	25,351,530	26,230,690
	Property tax judgment		
C.	Total property tax levy amounts	$ 32,627,527	$ 33,759,216
4.	Property taxes collected*		
A.	Primary property taxes		
	(1) Current year's levy	$ 6,653,681	
	(2) Prior years' levies	350,194	
	(3) Total primary property taxes	$ 7,003,875	
B.	Secondary property taxes		
	(1) Current year's levy	$ 23,253,057	
	(2) Prior years' levies	1,223,845	
	(3) Total secondary property taxes	$ 24,476,902	
C.	Total property taxes collected	$ 31,480,777	
5.	Property tax rates		
A.	City/Town tax rate		
	(1) Primary property tax rate	0.3242	0.3096
	Property tax judgment		
	(2) Secondary property tax rate	1.1296	1.0787
	Property tax judgment		
	(3) Total city/town tax rate	1.4538	1.3883

B. Special assessment district tax rates

Secondary property tax rates—As of the date the proposed budget was prepared, the city/town was operating 0 special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

City of Glendale
Revenues other than property taxes
Fiscal Year 2027

Sources of revenues	Estimated revenues 2026	Actual revenues 2026	Estimated revenues 2027
General Fund			
Local taxes			
City Sales Tax	$ 180,554,585	$ 180,554,585	$ 191,020,121
Licenses and permits			
Building Permits	$ 5,041,171	$ 5,041,171	$ 5,555,387
Right-of-Way Permits	438,755	438,755	1,934,268
Fire Department Other Fees	1,781,295	1,781,295	1,840,745
Bus./Prof. Licenses	1,221,106	1,221,106	1,183,793
Fire Dept CD Fees	834,034	834,034	821,752
Cable Franchise Fees	1,067,918	1,067,918	716,948
Planning/Zoning	443,720	443,720	528,613
Business Licenses	318,234	318,234	323,033
Gas/Electric Franchise Fees	3,983,130	3,983,130	277,152
Liquor Licenses	275,351	275,351	275,514
Water Franchise Fees	127,364	127,364	115,722
Plan Check Fees	53,493	53,493	99,981
Miscellaneous	53,363	53,363	49,114
Engineering Plan Check Revenue	14,954	14,954	7,431
Intergovernmental			
State Income Tax	$ 50,512,311	$ 50,512,311	$ 53,660,385
State Shared Sales Tax	39,130,450	39,130,450	38,346,215
Motor Vehicle In-Lieu	13,738,664	13,738,664	13,697,639
Miscellaneous	9,861,277	9,861,277	9,920,823
Grants	18,958,285	18,958,285	4,999,324
State Shared Smart & Safe-Fire	1,130,819	1,130,819	1,153,436
St Shared Smart & Safe-Police	709,857	709,857	724,055
Arena Fees	547,225	547,225	597,448
SRO Revenue	376,507	376,507	376,507
Recreation Revenue	145,239	145,239	-
Charges for services			
Staff & Adm Chargebacks	$ 9,016,351	$ 9,016,351	$ 9,016,351
Plan Check Fees	2,608,290	2,608,290	5,138,932
Facility Rental Income	2,505,609	2,505,609	1,368,929
Engineering Plan Check Revenue	668,291	668,291	788,011

City of Glendale
Revenues other than property taxes
Fiscal Year 2027

Sources of revenues	Estimated revenues 2026	Actual revenues 2026	Estimated revenues 2027
Recreation Revenue	618,775	618,775	780,355
Miscellaneous	600,392	600,392	500,000
Right-of-Way Permits	37,902	37,902	285,769
Traffic Engineering Plan Check	208,159	208,159	274,920
Security Revenue	67,488	67,488	84,236
Court Revenue	37,013	37,013	38,331
Equipment Rental	24,177	24,177	22,587
Fire Department Other Fees	74,573	74,573	1,099
Planning/Zoning	44	44	-
Fines and forfeits			
Court Revenue	$ 1,970,034	$ 1,970,034	$ 2,259,875
Miscellaneous	20,566	20,566	20,772
Interest on investments			
Interest	$ 4,020,000	$ 4,020,000	$ 4,500,000
Contributions			
SRP In-Lieu	$ 172,012	$ 172,012	$ 207,916
Miscellaneous			
Miscellaneous	$ 1,578,836	$ 1,578,836	$ 1,578,836
Lease Proceeds	900,403	900,403	924,099
Cemetery Revenue	290,405	290,405	217,007
Library Fines/Fees	3,058	3,058	6,783
Grants	3,000	3,000	3,000
Total General Fund	$ 356,744,482	$ 356,744,482	$ 356,243,212

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Special Revenue Funds

Public Facilities and Events Funds

Recreation Revenue	$ 6,000	$ 6,000	$ 12,000
Interest	700	700	700
	$ 6,700	$ 6,700	$ 12,700

City of Glendale
Revenues other than property taxes
Fiscal Year 2027

Sources of revenues	Estimated revenues 2026	Actual revenues 2026	Estimated revenues 2027
Community Services Grants			
Grants	$ 15,158,615	$ 15,158,615	$ 14,726,641
	$ 15,158,615	$ 15,158,615	$ 14,726,641
Other Grants			
Grants	$ 90,988,070	$ 90,988,070	$ 67,436,066
Miscellaneous	377,885	377,885	777,885
	$ 91,365,955	$ 91,365,955	$ 68,213,951
Public Safety Funds			
City Sales Tax	$ 42,180,060	$ 42,180,060	$ 44,228,895
State Forfeitures	1,000,000	1,000,000	500,000
Federal Forfeitures	15,000	15,000	12,000
	$ 43,195,060	$ 43,195,060	$ 44,740,895
Transportation/HURF Funds			
City Sales Tax	$ 46,274,522	$ 46,274,522	$ 46,616,965
Grants	22,694,541	22,694,541	27,862,192
Highway User Revenues	20,412,783	20,412,783	20,301,516
Interest	4,572,276	4,572,276	1,929,362
Airport Fees	781,518	781,518	1,111,638
Miscellaneous CD Fees	1,463,189	1,463,189	1,058,300
Miscellaneous	502,887	502,887	270,816
Transit Revenue	118,761	118,761	134,441
	$ 96,820,478	$ 96,820,478	$ 99,285,230
Intergovernmental			
Partner Revenue	$ 3,156,457	$ 3,156,457	$ 3,676,457
Miscellaneous	17,000	17,000	17,000
	$ 3,173,457	$ 3,173,457	$ 3,693,457
Fines and forfeits			
Court Revenue	$ 246,400	$ 246,400	$ 307,400
	$ 246,400	$ 246,400	$ 307,400

City of Glendale
Revenues other than property taxes
Fiscal Year 2027

Sources of revenues	Estimated revenues 2026	Actual revenues 2026	Estimated revenues 2027
Interest on investments			
Interest	$ 4,100	$ 4,100	$ 7,100
	$ 4,100	$ 4,100	$ 7,100
Miscellaneous			
Miscellaneous	$ 846,254	$ 846,254	$ 981,752
	$ 846,254	$ 846,254	$ 981,752
Total Special Revenue Funds	$ 250,817,019	$ 250,817,019	$ 231,969,125

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Debt Service Funds			
Miscellaneous	$ -	$ -	$ 9,857,073
	$ -	$ -	$ 9,857,073
Total Debt Service Funds	$ -	$ -	$ 9,857,073

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Capital Project Funds			
G.O. Bond Funds			
Bond Proceeds	$ 20,944,460	$ 20,944,460	$ 26,384,220
	$ 20,944,460	$ 20,944,460	$ 26,384,220
Other Capital Funds			
Miscellaneous	$ -	$ -	$ 963,652
	$ -	$ -	$ 963,652
Development Impact Fee Funds			
Development Impact Fees	$ 3,653,675	$ 3,653,675	$ 1,690,034

City of Glendale
Revenues other than property taxes
Fiscal Year 2027

Sources of revenues	Estimated revenues 2026	Actual revenues 2026	Estimated revenues 2027
Interest	595,018	595,018	577,216
	$ 4,248,693	$ 4,248,693	$ 2,267,250
Total Capital Project Funds	$ 25,193,153	$ 25,193,153	$ 29,615,121

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Permanent Funds

Cemetery Perpetual Care

Interest	$ 26,000	$ 26,000	$ 300,000
	$ 26,000	$ 26,000	$ 300,000
Total Permanent Funds	$ 26,000	$ 26,000	$ 300,000

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Enterprise Funds

Water/Sewer Funds

Water Revenues	$ 73,144,243	$ 73,144,243	$ 83,370,000
Sewer Revenue	46,395,083	46,395,083	51,296,930
Bond Proceeds	55,000,000	55,000,000	50,000,000
Miscellaneous	6,502,043	6,502,043	7,070,000
Intergovernmental Agreement	1,615,702	1,615,702	3,460,000
Interest	373,695	373,695	1,300,000
Water Development Impact Fees	1,855,831	1,855,831	1,100,000
Sewer Development Impact Fees	1,891,733	1,891,733	1,070,000
Staff & Adm Chargebacks	82,000	82,000	100,000

City of Glendale
Revenues other than property taxes
Fiscal Year 2027

Sources of revenues	Estimated revenues 2026	Actual revenues 2026	Estimated revenues 2027
Lease Proceeds	96,978	96,978	-
	$ 186,957,308	$ 186,957,308	$ 198,766,930
Landfill			
Tipping Fees	$ 9,747,703	$ 9,747,703	$ 11,918,266
Internal Charges	4,848,403	4,848,403	3,952,583
Staff & Adm Chargebacks	464,140	464,140	431,000
Interest	28,969	28,969	344,161
Recycling Sales	777	777	75,243
Miscellaneous	580,007	580,007	60,000
	$ 15,669,999	$ 15,669,999	$ 16,781,254
Solid Waste			
Residential Sanitiation	$ 22,335,326	$ 22,335,326	$ 23,293,931
Commercial Sanitation Frontload	5,135,463	5,135,463	5,006,355
Commercial Sanitation Rolloff	1,158,141	1,158,141	1,133,225
Grants	354,376	354,376	354,376
Miscellaneous Bin Service	308,550	308,550	335,657
Internal Charges	(26)	(26)	310,000
Miscellaneous	195,110	195,110	50,242
Interest	9,810	9,810	9,810
	$ 29,496,750	$ 29,496,750	$ 30,493,596
Pub Housing Budget Activities			
Grants	$ 21,314,823	$ 21,314,823	$ 21,474,846
	$ 21,314,823	$ 21,314,823	$ 21,474,846
Total Enterprise Funds	$ 253,438,880	$ 253,438,880	$ 267,516,626

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Internal Service Funds

Risk Management Self Insurance

Internal Charges	$ 12,000,000	$ 12,000,000	$ -
	$ 12,000,000	$ 12,000,000	$ -

City of Glendale
Revenues other than property taxes
Fiscal Year 2027

Sources of revenues	Estimated revenues 2026	Actual revenues 2026	Estimated revenues 2027
Workers Comp. Self Insurance			
Interest	$ 26,000	$ 26,000	$ 26,000
Internal Charges	9,974,000	9,974,000	-
	$ 10,000,000	$ 10,000,000	$ 26,000
Benefits Trust Fund			
City Contributions	$ 29,512,243	$ 29,512,243	$ 25,267,387
Employee Contributions	8,646,435	8,646,435	7,402,786
Retiree Contributions	2,731,753	2,731,753	2,338,835
	$ 40,890,431	$ 40,890,431	$ 35,009,007
Fleet Services			
Internal Charges	$ 16,470,580	$ 16,470,580	$ 16,992,593
Miscellaneous	475,000	475,000	-
	$ 16,945,580	$ 16,945,580	$ 16,992,593
Technology			
Internal Charges	$ 24,280,736	$ 24,280,736	$ 25,042,119
	$ 24,280,736	$ 24,280,736	$ 25,042,119
Total Internal Service Funds	$ 104,116,747	$ 104,116,747	$ 77,069,719
Total all funds	$ 990,336,280	$ 990,336,280	$ 972,570,875

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

City of Glendale
Other financing sources/(uses) and interfund transfers
Fiscal Year 2027

Fund	Other financing Sources	Other financing (Uses)	Interfund transfers In	Interfund transfers (Out)
General Fund				
1000 - General Fund	$	$	$ 48,728,895	$ 83,142,506
1020 - Vehicle Replacement			5,082,136	
Total General Fund	$	$	$ 53,811,031	$ 83,142,506
Special Revenue Funds				
2050 - Highway User Revenue Fund	$	$	$	$ 4,914,260
2070 - Transportation Sales Tax				41,360,539
2080 - Police Special Revenue				32,460,738
2090 - Fire Special Revenue				16,268,157
2130 - Airport Special Revenue			182,415	
2140 - CAP Grant			70,215	
2200 - Training Facility Revenue			3,901,990	
Total Special Revenue Funds	$	$	$ 4,154,620	$ 95,003,694
Debt Service Funds				
3030 - MPC Debt Service	$	$	$	$ 9,857,073
3040 - Transportation Debt Service			482,206	
3050 - Excise Tax Debt Service			40,965,573	
3060 - COP's Debt Service			20,556,073	
Total Debt Service Funds	$	$	$ 62,003,852	$ 9,857,073
Capital Project Funds				
1070 - Camelback Ranch	$	$	$ 4,522,307	$
1080 - General Government Capital			15,270,476	647,307
4013 - 2026 Streets Bonds	4,126,492			
4020 - Hurf Capital Projects			4,914,260	
4030 - Transportation Capital Proj			40,878,333	
4043 - 2026 Public Safety Bonds	6,044,211			
4063 - 2026 General Government Bonds	1,410,954			
4093 - 2026 Open Space Bonds	9,796,862			
4113 - 2026 Flood Control Bonds	5,005,701			
Total Capital Project Funds	$ 26,384,220	$	$ 65,585,376	$ 647,307
Enterprise Funds				
6020 - Water	$ 50,000,000	$	$ 883,697	$ 35,093,000
6040 - Water and Sewer Bond Debt Svc			35,093,000	
6110 - Landfill			1,219,496	
6120 - Solid Waste			206,250	
6130 - Housing Public Activities			786,258	
Total Enterprise Funds	$ 50,000,000	$	$ 38,188,701	$ 35,093,000
Total all fund	$ 76,384,220	$	$ 223,743,580	$ 223,743,580

City of Glendale
Expenditures/expenses by fund
Fiscal Year 2027

Fund/Department	Adopted budgeted expenditures/ expenses 2026	Expenditure/ expense adjustments approved 2026	Actual expenditures/ expenses* 2026	Budgeted expenditures/ expenses 2027
General Fund				
Audit	$ 633,510	$ -	$ 479,020	$ 649,908
Budget and Finance	9,071,210	1,263,431	14,142,639	9,367,203
City Attorney's Office	6,120,938	-	4,742,329	6,266,600
City Clerk	1,517,317	-	1,161,931	1,336,628
City Court	7,369,860	-	5,705,564	8,056,406
City Manager's Office	6,590,651	-	5,097,949	6,931,695
Communications	2,642,488	-	2,074,997	2,711,529
Community Services	11,331,545	-	8,874,068	11,430,125
Development Services	9,272,024	-	7,188,559	9,040,624
Economic Development	6,012,364	(727,203)	4,023,478	4,313,816
Emergency Management	883,930	-	697,352	822,091
Engineering	4,760,084	-	4,486,475	4,167,143
Field Operations	26,512,938	(1,263,431)	66,588,706	26,786,474
Fire Services	72,127,190	200,000	56,874,858	70,520,093
Human Resources	3,953,043	-	3,034,824	3,930,359
Intergovernmental Programs	816,078	-	1,479,219	833,805
Mayor & Council Office	2,556,402	(91,156)	2,251,852	2,393,993
Non-Departmental	9,151,134	-	6,863,351	9,151,134
Organizational Performance	787,573	-	600,756	909,501
Parks and Recreation	21,781,430	694,305	17,887,258	24,002,731
Police Services	144,006,523	290,963	112,857,168	150,084,194
Transportation	1,954,278	-	3,578,941	1,339,292
Contingency	5,000,000	(200,000)	-	5,000,000
Total General Fund	$ 354,852,511	$ 166,909	$ 330,691,296	$ 360,045,344
Special Revenue Funds				
Budget and Finance	$ -	$ 15,398,277	$ 15,398,277	$ -
City Attorney's Office	-	40,000	30,000	-
City Court	586,307	224,060	613,958	126,103
Community Services	23,974,290	694,862	18,436,270	24,418,918
Economic Development	1,593,147	371,519	1,724,993	1,623,681
Engineering	18,526,149	(369,663)	18,156,486	20,223,596
Field Operations	2,437,981	536,066	2,681,608	3,588,150
Fire Services	12,736,281	(479,285)	9,016,074	12,360,274
Mayor & Council Office	-	15,000	11,250	-
Non-Departmental	56,719,458	(35,192,217)	21,318,705	31,117,703
Parks and Recreation	1,321,983	-	937,904	2,632,252
Police Services	10,965,079	-	6,586,135	8,487,538
Transportation	85,716,445	(11,432,348)	55,666,014	86,098,992

City of Glendale
Expenditures/expenses by fund
Fiscal Year 2027

Fund/Department	Adopted budgeted expenditures/ expenses 2026	Expenditure/ expense adjustments approved 2026	Actual expenditures/ expenses* 2026	Budgeted expenditures/ expenses 2027
Water Services	-	200,000	150,000	-
Contingency	3,010,071	-	-	1,957,155
Total Special Revenue Funds	$ 217,587,190	$ (29,993,730)	$ 150,727,675	$ 192,634,361
Debt Service Funds				
COP's Debt Service	$ 19,993,356	$ -	$ 19,993,356	$ 20,556,073
Excise Tax Debt Service	32,183,126	16,222,054	48,405,180	31,108,500
General Obligation Debt Serv	25,351,530	-	25,351,530	21,065,565
MPC Debt Service	4,395,269	16,570,750	20,966,019	3,483,569
Transportation Debt Service	482,730	-	304,587	482,206
Total Debt Service Funds	$ 82,406,011	$ 32,792,804	$ 115,020,671	$ 76,695,913
Capital Project Funds				
Budget and Finance	$ 6,612,550	$ 48,172,361	$ 49,174,355	$ 1,756,829
Community Services	8,759,111	(178,714)	8,580,397	4,860,439
Engineering	10,718,421	(132,985)	6,936,640	16,497,179
Field Operations	169,103,372	(32,452,558)	91,881,433	123,599,074
Fire Services	976,557	4,331,258	4,483,128	6,400,132
Innovation and Technology	258,206	(113,412)	144,794	70,156
Intergovernmental Programs	855,893	-	-	-
Mayor & Council Office	258,958	90,732	-	292,387
Parks and Recreation	30,312,794	2,542,021	32,332,024	37,379,007
Police Services	1,859,833	(596,338)	-	3,167,245
Transportation	81,497,537	(25,396,884)	53,989,329	65,854,343
Contingency	73,879,427	-	-	83,011,669
Total Capital Project Funds	$ 385,092,659	$ (3,734,519)	$ 247,522,101	$ 342,888,459
Permanent Funds				
Contingency	$ 7,126,053	$ -	$ -	$ 7,723,492
Total Permanent Funds	$ 7,126,053	$ -	$ -	$ 7,723,492
Enterprise Funds				
Budget and Finance	$ 4,543,288	$ 2,699,529	$ 6,197,345	$ 4,464,072
Community Services	22,555,116	-	17,161,000	22,261,104
Debt Service	32,390,750	-	32,390,750	35,805,750
Field Operations	52,548,859	(787,795)	42,445,439	52,370,937
Water Services	174,086,232	(1,821,734)	145,301,234	184,497,784
Contingency	2,700,000	-	-	2,700,000
Total Enterprise Funds	$ 288,824,246	$ 90,000	$ 243,495,767	$ 302,099,647

City of Glendale
Expenditures/expenses by fund
Fiscal Year 2027

Fund/Department	Adopted budgeted expenditures/ expenses 2026	Expenditure/ expense adjustments approved 2026	Actual expenditures/ expenses* 2026	Budgeted expenditures/ expenses 2027
Internal Service Funds				
Budget and Finance	$ -	$ 684,172	$ 684,172	$ -
Field Operations	16,945,580	-	16,945,580	16,992,593
Human Resources	70,087,464	-	52,604,662	73,942,346
Innovation and Technology	35,078,287	(5,636)	27,879,080	34,977,846
Contingency	2,000,000	-	-	2,000,000
Total Internal Service Funds	$ 124,111,331	$ 678,536	$ 98,113,493	$ 127,912,785
Total all funds	$ 1,460,000,000	$ -	$ 1,185,571,004	$ 1,410,000,000

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

City of Glendale
Expenditures/expenses by department
Fiscal Year 2027

Department/Fund	Adopted budgeted expenditures/ expenses 2026	Expenditure/ expense adjustments approved 2026	Actual expenditures/ expenses* 2026	Budgeted expenditures/ expenses 2027
Audit				
1000 - General Fund	$ 633,510	$	$ 479,020	$ 649,908
Total Audit	$ 633,510	$	$ 479,020	$ 649,908
Budget and Finance				
1000 - General Fund	$ 9,071,210	$	$ 7,005,633	$ 9,367,203
1020 - Vehicle Replacement		1,263,431	1,263,431	
1080 - General Government Capital		5,573,575	5,873,575	
2060 - Transportation Grants		5,420,938	5,420,938	
2160 - Other Grants		369,663	369,663	
2190 - Airport Capital Grant		9,011,410	9,011,410	
2200 - Training Facility Revenue		596,266	596,266	
4010 - Streets Construction Bonds		681,496	681,496	
4020 - Hurf Capital Projects		2,351,335	2,351,335	
4030 - Transportation Capital Proj		16,398,427	16,398,427	
4050 - Parks Construction Bonds		335,164	335,164	
4060 - Government Facilities Bonds		65,692	65,692	
4080 - Cultural Facility Bonds		393,401	393,401	
4090 - Open Space/Trail Constr. Bonds		268,859	268,859	
4100 - Library Construction Bonds		178,714	178,714	
4410 - 2014-DIF Streets Zone 1 East		626,854	626,854	
4420 - 2014-DIF Streets Zn 2 West 101		57,960	57,960	
4430 - 2014-DIF Streets Zn 3 West 303		9,160	9,160	
4431 - 2019-DIF-Streets		5,311,891	5,311,891	
4510 - Gov Facility-Excise Tax 24Bond		15,847,084	15,847,084	
4520 - Gov Facility-Excise Tax 25Bond		72,749	72,749	
4610 - ARPA Capital Projects	6,612,550		6,575,569	1,756,829
6020 - Water	4,409,375	709,559	4,293,857	4,361,347
6030 - Sewer		1,184,415	1,184,415	
6071 - 2019-Water DIF		189,897		
6110 - Landfill	133,914		103,415	102,726
6120 - Solid Waste		615,658	615,658	
7060 - Technology Projects		684,172	684,172	
Total Budget and Finance	$ 20,227,049	$ 68,217,769	$ 85,596,787	$ 15,588,104
City Attorney's Office				
1000 - General Fund	$ 6,120,938	$	$ 4,742,329	$ 6,266,600
2160 - Other Grants		40,000	30,000	
Total City Attorney's Office	$ 6,120,938	$ 40,000	$ 4,772,329	$ 6,266,600
City Clerk				
1000 - General Fund	$ 1,517,317	$	$ 1,161,931	$ 1,336,628
Total City Clerk	$ 1,517,317	$	$ 1,161,931	$ 1,336,628
City Court				

City of Glendale
Expenditures/expenses by department
Fiscal Year 2027

Department/Fund	Adopted budgeted expenditures/ expenses 2026	Expenditure/ expense adjustments approved 2026	Actual expenditures/ expenses* 2026	Budgeted expenditures/ expenses 2027
1000 - General Fund	$ 7,369,860	$	$ 5,705,564	$ 8,056,406
2120 - Court Security Bonds	586,307		445,913	126,103
2160 - Other Grants		224,060	168,045	
Total City Court	$ 7,956,168	$ 224,060	$ 6,319,523	$ 8,182,509
City Manager's Office				
1000 - General Fund	$ 6,590,651	$	$ 5,097,949	$ 6,931,695
Total City Manager's Office	$ 6,590,651	$	$ 5,097,949	$ 6,931,695
Communications				
1000 - General Fund	$ 2,642,488	$	$ 2,074,997	$ 2,711,529
Total Communications	$ 2,642,488	$	$ 2,074,997	$ 2,711,529
Community Services				
1000 - General Fund	$ 11,331,545	$	$ 8,874,068	$ 11,430,125
2010 - Home Grant	6,593,302		4,944,977	6,001,534
2020 - Neighborhood Stabilization	438,220		328,665	583,220
2030 - Neighborhd Stabilization Pgm3	389,300		291,975	227,300
2040 - CDBG	6,060,354		4,545,266	6,173,633
2041 - CDBG-CV1	174,000		130,500	80,000
2044 - CDBG-CV3	158,000		118,500	125,000
2140 - CAP Grant	2,222,779	694,862	2,188,230	1,579,042
2145 - Other Community Revite Grants	6,091,145		4,568,359	6,000,000
2150 - Emergency Solutions Grant	480,992		360,744	482,992
2160 - Other Grants	616,197		396,554	616,197
2162 - Opioid Settlement Fund	750,000		562,500	2,550,000
4100 - Library Construction Bonds	2,808,595	(914,554)	1,894,041	646,576
4101 - 2024 Library Bonds	5,950,516	735,841	6,686,357	4,213,863
6130 - Housing Public Activities	22,555,116		17,161,000	22,261,104
Total Community Services	$ 66,620,062	$ 516,148	$ 53,051,736	$ 62,970,586
Debt Service				
3010 - General Obligation Debt Serv	$ 25,351,530	$	$ 25,351,530	$ 21,065,565
3030 - MPC Debt Service	4,395,269	16,570,750	20,966,019	3,483,569
3040 - Transportation Debt Service	482,730		304,587	482,206
3050 - Excise Tax Debt Service	32,183,126	16,222,054	48,405,180	31,108,500
3060 - COP's Debt Service	19,993,356		19,993,356	20,556,073
6040 - Water and Sewer Bond Debt Svc	31,677,500		31,677,500	35,093,000
6110 - Landfill	713,250		713,250	712,750
Total Debt Service	$ 114,796,761	$ 32,792,804	$ 147,411,421	$ 112,501,663
Development Services				
1000 - General Fund	$ 9,272,024	$	$ 7,188,559	$ 9,040,624
Total Development Services	$ 9,272,024	$	$ 7,188,559	$ 9,040,624

City of Glendale
Expenditures/expenses by department
Fiscal Year 2027

Department/Fund	Adopted budgeted expenditures/ expenses 2026	Expenditure/ expense adjustments approved 2026	Actual expenditures/ expenses* 2026	Budgeted expenditures/ expenses 2027
Economic Development				
1000 - General Fund	$ 6,012,364	$ (727,203)	$ 4,023,478	$ 4,313,816
2110 - Arts Commission	1,593,147		1,446,354	1,623,681
2160 - Other Grants		371,519	278,639	
Total Economic Development	$ 7,605,510	$ (355,684)	$ 5,748,472	$ 5,937,497
Emergency Management				
1000 - General Fund	$ 883,930	$	$ 697,352	$ 822,091
Total Emergency Management	$ 883,930	$	$ 697,352	$ 822,091
Engineering				
1000 - General Fund	$ 4,760,084	$	$ 3,780,829	$ 4,167,143
1080 - General Government Capital	838,631	(132,985)	705,646	1,157,053
2160 - Other Grants	18,526,149	(369,663)	18,156,486	20,223,596
4070 - Economic Development	2,943,150			2,943,150
4110 - Flood Control Constr. Bonds	5,061,429		5,061,429	5,516,768
4112 - 2025 Flood Control Bonds	1,875,211		1,875,211	1,874,506
4113 - 2026 Flood Control Bonds				5,005,701
Total Engineering	$ 34,004,654	$ (502,648)	$ 29,579,601	$ 40,887,918
Field Operations				
1000 - General Fund	$ 14,037,136	$	$ 10,756,955	$ 13,519,763
1020 - Vehicle Replacement	12,475,802	(1,263,431)	11,062,371	13,266,711
1070 - Camelback Ranch				5,485,959
1080 - General Government Capital	74,356,047	(29,586,666)	44,769,380	47,391,657
2160 - Other Grants		388,047	388,047	
2200 - Training Facility Revenue	2,437,981	148,019	2,293,561	3,588,150
4030 - Transportation Capital Proj	1,847,258	(172,137)	1,675,121	2,965,046
4040 - Public Safety Bonds	14,152,027	(6,118,481)	8,033,546	13,877
4041 - 2024 Public Safety Bonds	8,791,498	6,118,481	14,909,979	11,307,034
4042 - 2025 Public Safety Bonds	14,108,984		14,108,984	14,098,912
4043 - 2026 Public Safety Bonds				6,044,211
4060 - Government Facilities Bonds	2,349,959	(876,162)	1,473,797	172,111
4061 - 2024 General Government Bonds	1,298,341	810,470	2,108,811	1,060,219
4062 - 2025 General Government Bonds	539,471		539,471	530,825
4063 - 2026 General Government Bonds				1,410,954
4080 - Cultural Facility Bonds	3,625,281	(408,402)	3,216,879	826,914
4081 - 2024 Cultural Facility Bonds	6,106,638	15,000	6,121,638	3,140,336
4173 - 2019-DIF Fire	37,500		37,500	37,500
4284 - 2019-DIF Libraries	1,139,932		1,139,932	156,223
4510 - Gov Facility-Excise Tax 24Bond	40,750,436	(15,847,084)	24,903,352	14,210,558
4520 - Gov Facility-Excise Tax 25Bond		13,612,423	13,612,423	14,746,740
6020 - Water	1,967,789	(172,137)		3,310,894
6110 - Landfill	18,259,673		15,552,964	18,927,498
6120 - Solid Waste	32,321,397	(615,658)	26,892,475	30,132,546

City of Glendale
Expenditures/expenses by department
Fiscal Year 2027

Department/Fund	Adopted budgeted expenditures/ expenses 2026	Expenditure/ expense adjustments approved 2026	Actual expenditures/ expenses* 2026	Budgeted expenditures/ expenses 2027
7040 - Fleet Services	16,945,580		16,945,580	16,992,593
Total Field Operations	$ 267,548,730	$ (33,967,718)	$ 220,542,767	$ 223,337,227
Fire Services				
1000 - General Fund	$ 72,127,190	$ 200,000	$ 56,050,172	$ 70,520,093
1080 - General Government Capital	976,557	(151,871)	824,686	6,400,132
2160 - Other Grants	7,904,764		5,159,272	7,616,405
2200 - Training Facility Revenue	4,831,517	(479,285)	3,856,802	4,743,869
4520 - Gov Facility-Excise Tax 25Bond		4,483,128	4,483,128	
Total Fire Services	$ 85,840,027	$ 4,051,972	$ 70,374,061	$ 89,280,498
Human Resources				
1000 - General Fund	$ 3,953,043	$	$ 3,034,824	$ 3,930,359
7010 - Risk Management Self Insurance	14,380,976		10,806,689	14,555,915
7020 - Workers Comp Self Insurance	13,053,910		9,792,871	13,018,779
7030 - Benefits Trust	42,652,577		32,005,102	46,367,652
Total Human Resources	$ 74,040,506	$	$ 55,639,485	$ 77,872,705
Innovation and Technology				
1080 - General Government Capital	$ 258,206	$ (113,412)	$ 144,794	$ 70,156
7050 - Technology	25,320,059	450,000	20,649,723	24,436,474
7060 - Technology Projects	9,758,228	(455,636)	7,229,357	10,541,372
Total Innovation and Technology	$ 35,336,493	$ (119,048)	$ 28,023,874	$ 35,048,003
Intergovernmental Programs				
1000 - General Fund	$ 816,078	$	$ 623,326	$ 833,805
1080 - General Government Capital	855,893		855,893	
Total Intergovernmental Programs	$ 1,671,971	$	$ 1,479,219	$ 833,805
Mayor & Council Office				
1000 - General Fund	$ 2,556,402	$ (91,156)	$ 1,902,162	$ 2,393,993
1080 - General Government Capital	258,958	90,732	349,690	292,387
2160 - Other Grants		15,000	11,250	
Total Mayor & Council Office	$ 2,815,360	$ 14,576	$ 2,263,102	$ 2,686,380
Non-Departmental				
1000 - General Fund	$ 9,151,134	$	$ 6,863,351	$ 9,151,134
2100 - Utility Bill Donation	150,000		112,500	150,000
2160 - Other Grants	55,885,316	(35,192,217)	20,693,098	30,819,779
2161 - American Rescue Plan Act	684,142		513,106	147,924
Total Non-Departmental	$ 65,870,592	$ (35,192,217)	$ 28,182,055	$ 40,268,837
Organizational Performance				
1000 - General Fund	$ 787,573	$	$ 600,756	$ 909,501
Total Organizational Performance	$ 787,573	$	$ 600,756	$ 909,501

City of Glendale
Expenditures/expenses by department
Fiscal Year 2027

Department/Fund	Adopted budgeted expenditures/ expenses 2026	Expenditure/ expense adjustments approved 2026	Actual expenditures/ expenses* 2026	Budgeted expenditures/ expenses 2027
Parks and Recreation				
1000 - General Fund	$ 21,781,430	$ 694,305	$ 17,364,467	$ 24,002,731
1080 - General Government Capital	2,628,378	(2,105,587)	522,791	
2160 - Other Grants	183,291		83,843	1,683,291
2161 - American Rescue Plan Act	1,073,841		805,381	884,771
2180 - Park and Rec Designated	64,851		48,680	64,190
4050 - Parks Construction Bonds	4,296,699	(335,164)	3,961,535	1,660,741
4090 - Open Space/Trail Constr. Bonds	9,989,083	(268,859)	9,720,224	8,402,790
4091 - 2024 Open Space/Trails Bonds	10,622,563		10,622,563	10,605,953
4092 - 2025 Open Space/Trails Bonds	1,700,966		1,700,966	1,700,327
4093 - 2026 Open Space Bonds				9,796,862
4383 - 2019-DIF Parks & Rec	1,075,105		1,075,105	173,517
4520 - Gov Facility-Excise Tax 25Bond		5,251,632	5,251,632	5,038,817
Total Parks and Recreation	$ 53,416,207	$ 3,236,326	$ 51,157,186	$ 64,013,990
Police Services				
1000 - General Fund	$ 144,006,523	$ 290,963	$ 111,593,673	$ 150,084,194
1080 - General Government Capital	1,859,833	(596,338)	1,263,495	3,167,245
2160 - Other Grants	8,250,239		5,430,175	7,310,476
2170 - Rico Funds	1,582,972		279,157	600,000
2200 - Training Facility Revenue	1,131,869		876,803	577,062
Total Police Services	$ 156,831,435	$ (305,375)	$ 119,443,303	$ 161,738,977
Transportation				
1000 - General Fund	$ 1,954,278	$	$ 1,467,617	$ 1,339,292
1080 - General Government Capital	9,707,112	(7,595,788)	2,111,324	
2050 - Highway User Revenue Fund	19,668,327		16,354,809	18,365,059
2060 - Transportation Grants	14,170,772	(2,420,938)	11,574,834	20,246,458
2070 - Transportation Sales Tax	38,035,291		33,141,105	36,515,671
2071 - Transportation SILF	2,500,000		2,500,000	
2130 - Airport Special Revenue	1,328,066		1,030,401	1,302,120
2190 - Airport Capital Grant	10,013,988	(9,011,410)	(8,935,136)	9,669,684
4010 - Streets Construction Bonds	892,230	(681,496)	210,734	138,370
4011 - 2024 Street Bonds	5,876,298		5,876,298	5,863,098
4012 - 2025 Streets Bonds	2,719,828		2,719,828	
4013 - 2026 Streets Bonds				4,126,492
4020 - Hurf Capital Projects	5,669,951	(2,351,335)	3,318,616	4,914,260
4030 - Transportation Capital Proj	43,944,252	(16,226,289)	27,717,963	37,913,288
4410 - 2014-DIF Streets Zone 1 East	626,854	(626,854)		
4420 - 2014-DIF Streets Zn 2 West 101	937,975	(57,960)	880,015	662,443
4430 - 2014-DIF Streets Zn 3 West 303	9,160	(9,160)		
4431 - 2019-DIF-Streets	9,178,085	(5,311,891)	3,866,194	4,957,244
4434 - 2023-DIF Streets West	1,935,792		1,935,792	
4520 - Gov Facility-Excise Tax 25Bond		7,463,889	7,463,889	7,279,148

City of Glendale
Expenditures/expenses by department
Fiscal Year 2027

Department/Fund	Adopted budgeted expenditures/ expenses 2026	Expenditure/ expense adjustments approved 2026	Actual expenditures/ expenses* 2026	Budgeted expenditures/ expenses 2027
Total Transportation	$ 169,168,260	$ (36,829,232)	$ 113,234,284	$ 153,292,627
Water Services				
2160 - Other Grants	$	$ 200,000	$ 150,000	$
6020 - Water	117,446,273	(987,422)	99,271,714	128,805,332
6030 - Sewer	52,849,959	(734,415)	44,469,654	50,475,645
6031 - Stormwater		90,000		1,896,807
6065 - 2014-DIF Water	640,000			
6071 - 2019-Water DIF	2,450,000	(189,897)	1,449,833	2,120,000
6101 - 2019-Sewer DIF	700,000		110,032	1,200,000
Total Water Services	$ 174,086,232	$ (1,621,734)	$ 145,451,234	$ 184,497,784
Contingency				
1000 - General Fund	$ 5,000,000	$ (200,000)	$	$ 5,000,000
1080 - General Government Capital	300,000			300,000
2050 - Highway User Revenue Fund	1,500,000			1,500,000
2070 - Transportation Sales Tax	300,000			300,000
2162 - Opioid Settlement Fund	1,210,071			157,155
4165 - 2014-DIF Fire	1,439,587			2,086,280
4173 - 2019-DIF Fire	11,531,120			12,357,186
4174 - 2025-DIF Fire				492,873
4215 - 2014-DIF Police	713,193			786,673
4223 - 2019-DIF Police	12,111,657			12,977,942
4224 - 2025-DIF Police				436,248
4284 - 2019-DIF Libraries	785,849			302,815
4285 - 2025-DIF Libraries				104,487
4383 - 2019-DIF Parks & Rec	5,252,379			3,646,662
4384 - 2025-DIF Parks & Rec				377,599
4410 - 2014-DIF Streets Zone 1 East	1,198,211			847,223
4420 - 2014-DIF Streets Zn 2 West 101	157,993			256,219
4430 - 2014-DIF Streets Zn 3 West 303	2,423			12,111
4431 - 2019-DIF-Streets	14,800,538			19,939,538
4433 - 2023-DIF Streets East	17,914,926			21,071,387
4434 - 2023-DIF Streets West	7,671,550			7,016,426
6020 - Water	2,000,000			2,000,000
6110 - Landfill	500,000			500,000
6120 - Solid Waste	200,000			200,000
7010 - Risk Management Self Insurance	1,000,000			1,000,000
7020 - Workers Comp Self Insurance	1,000,000			1,000,000
8010 - Cemetery	7,126,053			7,723,492
Total Contingency	$ 93,715,551	$ (200,000)	$ -	$ 102,392,316
Department total	$ 1,460,000,000	$ -	$ 1,185,571,004	$ 1,410,000,000

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

City of Glendale
Full-Time Employees and Personnel Compensation
Fiscal Year 2027

FUND	Full-Time Equivalent (FTE) 2027	Employee Salaries and Hourly Costs 2027	Retirement Costs 2027	Healthcare Costs 2027	Other Benefit Costs 2027	Total Estimated Personnel Compensation 2027
GENERAL FUND						
1000-General Fund	1,458.25	$ 179,815,729	$ 39,495,649	$ 24,715,608	$ 14,679,619	$ 258,706,606
Total General Fund	1,458.25	$ 179,815,729	$ 39,495,649	$ 24,715,608	$ 14,679,619	$ 258,706,606
SPECIAL REVENUE FUNDS						
2010-Home Grant	-	$ 0	$ 0	$ 0	$ 32,019	$ 32,019
2020-Neighborhood Stabilization	-	-	-	-	25,000	25,000
2030-Neighborhd Stabilization Pgm3	-	-	-	-	25,000	25,000
2040-CDBG	7.00	570,951	68,877	114,676	232,901	987,404
2050-Highway User Revenue Fund	47.00	4,001,736	456,187	709,643	292,809	5,460,375
2070-Transportation Sales Tax	67.00	5,987,247	687,602	1,009,248	453,664	8,137,761
2110-Arts Commission	2.00	185,290	22,102	21,136	14,113	242,641
2120-Court Security Bonds	-	73,649	0	0	0	73,649
2130-Airport Special Revenue	6.00	630,024	75,666	83,580	49,148	838,419
2140-CAP Grant	4.50	379,530	78,516	73,329	47,667	579,042
2150-Emergency Shelter Grant	-	-	-	-	17,183	17,183
2160-Other Grants	2.00	7,228,505	2,404,278	30,337	990,229	10,653,349
2161-American Rescue Plan Act	-	857,367	1,537	12,055	13,813	884,771
2180-Park and Rec Designated	-	6,924	-	-	0	6,924
2200-Training Facility Revenue	9.00	1,141,139	283,348	130,019	74,248	1,628,754
Total Special Revenue Funds	144.50	$ 21,062,362	$ 4,078,113	$ 2,184,022	$ 2,267,795	$ 29,592,292
ENTERPRISE FUNDS						
6020+-Water and Sewer	245.50	$ 24,733,734	$ 2,891,323	$ 4,032,372	$ 1,932,013	$ 33,589,442
6110-Landfill	45.50	4,169,639	497,446	716,132	310,003	5,693,220
6120-Solid Waste	79.50	6,544,247	765,250	1,202,932	466,203	8,978,632
6130-Housing Public Activities	28.00	2,525,797	290,346	475,058	183,418	3,474,620
Total Enterprise Funds	398.50	$ 37,973,417	$ 4,444,366	$ 6,426,494	$ 2,891,637	$ 51,735,914
INTERNAL SERVICE FUND						
7010-Risk Management Self Insurance	4.00	$ 550,003	$ 67,133	$ 74,307	$ 44,669	$ 736,112
7020-Workers Comp Self Insurance	3.00	358,391	43,178	41,625	29,355	472,548
7030-Benefits Trust	7.00	704,858	90,263	107,426	50,693	953,241
7040-Fleet Services	40.00	3,732,730	443,673	603,187	297,683	5,077,273
7050-Technology	54.00	7,396,759	876,221	856,337	585,324	9,714,642
Total Internal Service Fund	108.00	$ 12,742,741	$ 1,520,468	$ 1,682,882	$ 1,007,724	$ 16,953,816
TOTAL ALL FUNDS	2,109.25	$ 251,594,249	$ 49,538,597	$ 35,009,007	$ 20,846,775	$ 356,988,627

Section 4

FY2027-2036
Capital Improvement Plan

FY2027-2036 CAPITAL IMPROVEMENT PLAN
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FY 2027-2036 Capital Improvement Program

CIP Summary by Project Type

Project Type	CARRYOVER	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
Airport	$968,299	$9,592,219	$12,208,537	$505,113	$5,268,499	$10,281,923	$14,345,698	**$53,170,288**
Arts	$979,851	-	-	-	-	-	-	**$979,851**
Drainage	$24,659,048	$8,886,701	$11,849,920	$4,492,520	$6,484,120	$241,000	$1,205,000	**$57,818,309**
Facility Maintenance	$38,131,564	$13,830,370	$26,386,000	$11,935,200	$4,985,200	$18,480,000	$17,400,000	**$131,148,334**
Landfill	$1,992,248	$4,896,485	$8,190,900	$8,514,065	$2,737,000	$2,429,990	$19,944,650	**$48,705,338**
Library	$8,338,065	-	$15,470,000	$6,049,800	$9,156,000	$1,500,000	$12,200,000	**$52,713,865**
Parking Lots	$17,082,443	$570,000	$500,000	$250,000	$250,000	$250,000	$1,250,000	**$20,152,443**
Parks	$29,314,754	$11,296,862	$7,365,000	$24,139,699	$46,445,100	$66,082,569	$11,259,380	**$195,903,364**
Public Safety	$51,140,970	$15,861,087	$65,152,951	$65,908,983	$40,723,758	$73,643,400	$88,289,129	**$400,720,277**
Solid Waste	$4,331,992	$4,381,532	$5,510,639	$5,359,539	$5,723,252	$4,720,785	$38,118,656	**$68,146,395**
Streets	$32,053,078	$58,976,750	$86,289,647	$67,328,436	$45,742,984	$35,319,878	$342,909,656	**$668,620,429**
Transit	$3,482,477	$2,388,442	$518,949	$523,628	$533,401	$538,268	$2,812,838	**$10,798,003**
Wastewater	$9,300,000	$22,159,000	$25,900,000	$28,925,000	$27,499,000	$34,500,000	$134,000,000	**$282,283,000**
Water	$12,254,000	$54,300,000	$54,075,000	$64,195,000	$58,945,000	$111,215,000	$484,025,000	**$839,009,000**
Grand Total	**$234,028,789**	**$207,139,448**	**$319,417,543**	**$288,126,983**	**$254,493,314**	**$359,202,813**	**$1,167,760,007**	**$2,830,168,897**

FY 2027-2036 Capital Improvement Program

All
Summary by Funding Source

Funding Source	CARRYOVER	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
1070-Camelback Ranch	$1,248,307	$3,275,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$10,000,000	**$22,523,307**
1080-General Government Capital Prj	$43,208,155	$15,270,476	$6,180,274	$10,620,494	$9,354,441	$17,975,100	$17,345,000	**$119,953,940**
2050-Highway User Revenue Fund	$100,000	$3,415,780	$3,586,569	$3,765,897	$3,954,192	$4,151,901	$24,088,971	**$43,063,310**
2060-Transportation Grants	$5,309,662	$5,822,225	$6,830,576	$13,934,374	-	-	$113,614,819	**$145,511,656**
2070-Transportation Sales Tax	$500,000	$16,318,111	$17,032,581	$16,998,533	$18,164,747	$16,315,317	$108,479,854	**$193,809,143**
2110-Arts Commission	$979,851	-	-	-	-	-	-	**$979,851**
2160-Other Grants	$16,583,596	$5,140,000	$5,555,000	-	$858,000	-	-	**$28,136,596**
2190-Airport Capital Grant	$846,984	$8,822,700	$11,165,740	$238,225	$4,693,550	$9,342,860	$10,089,000	**$45,199,059**
2200-Training Facility Revenue	$2,830,188	$1,361,000	$1,700,000	$177,341	$226,337	$35,000,000	-	**$41,294,866**
4010-Streets Construction	$138,370	-	$36,490,834	$19,118,924	$11,505,550	$7,923,314	$17,935,156	**$93,112,148**
4011-2024 Street Bonds	$5,863,098	-	-	-	-	-	-	**$5,863,098**
4013-2026 Streets Bonds	-	$4,126,492	-	-	-	-	-	**$4,126,492**
4020-Hurf Capital Projects	$2,085,967	$2,828,293	$1,664,061	$1,793,645	$2,724,076	$1,855,374	$7,778,865	**$20,730,281**
4030-Transportation Capital Proj	$12,206,147	$28,672,186	$20,876,078	$13,384,367	$3,781,651	$7,295,423	$49,906,244	**$136,122,096**
4031-Transportation Cost Share-Cap	-	-	$156,683	$199,617	-	-	-	**$356,300**
4040-Public Safety Construction	$13,877	-	$61,722,677	$51,041,148	$32,872,980	$22,398,300	$72,594,129	**$240,643,111**
4041-2024 Public Safety Bonds	$11,307,034	-	-	-	-	-	-	**$11,307,034**
4042-2025 Public Safety Bonds	$14,098,912	-	-	-	-	-	-	**$14,098,912**
4043-2026 Public Safety Bonds	-	$6,044,211	-	-	-	-	-	**$6,044,211**
4050-Parks Construction	$1,660,741	-	$7,365,000	$24,139,699	$46,445,100	$66,082,569	$11,259,380	**$156,952,489**
4060-Government Facilities	$172,111	-	$6,335,160	$524,000	$391,400	$3,900,200	-	**$11,322,871**
4061-2024 General Government Bonds	$1,060,219	-	-	-	-	-	-	**$1,060,219**
4062-2025 General Government Bonds	$530,825	-	-	-	-	-	-	**$530,825**
4063-2026 General Government Bonds	-	$1,410,954	-	-	-	-	-	**$1,410,954**
4080-Cultural Facility	$826,914	-	-	-	-	-	-	**$826,914**
4081-2024 Cultural Facility Bonds	$3,140,336	-	-	-	-	-	-	**$3,140,336**
4090-Open Space/Trail Construction	$8,402,790	-	-	-	-	-	-	**$8,402,790**
4091-2024 Open Space/Trails Bonds	$10,605,953	-	-	-	-	-	-	**$10,605,953**
4092-2025 Open Space/Trails Bonds	$1,700,327	-	-	-	-	-	-	**$1,700,327**
4093-2026 Open Space Bonds	-	$9,796,862	-	-	-	-	-	**$9,796,862**

FY 2027-2036 Capital Improvement Program

All
Summary by Funding Source

Funding Source	CARRYOVER	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
4100-Library Construction	$646,576	-	$15,470,000	$6,049,800	$9,156,000	$1,500,000	$12,200,000	**$45,022,376**
4101-2024 Library Bonds	$4,213,863	-	-	-	-	-	-	**$4,213,863**
4110-Flood Control Construction	$5,516,768	-	$6,053,920	$4,251,520	$5,385,120	-	-	**$21,207,328**
4112-2025 Flood Control Bonds	$1,874,506	-	-	-	-	-	-	**$1,874,506**
4113-2026 Flood Control Bonds	-	$5,005,701	-	-	-	-	-	**$5,005,701**
4173-2019-DIF Fire	$37,500	-	-	$6,500,000	-	-	-	**$6,537,500**
4223-2019-DIF Police	-	-	-	-	-	-	$7,000,000	**$7,000,000**
4284-2019-DIF Libraries	$156,223	-	-	-	-	-	-	**$156,223**
4383-2019-DIF Parks & Rec	$173,517	-	-	-	-	-	-	**$173,517**
4420-2014-DIF Streets Zn 2 West 101	$662,443	-	$59,825	-	-	-	-	**$722,268**
4431-2019-DIF-Streets	$2,773,172	$2,184,072	$6,601,601	$200,000	$1,621,220	$2,706,080	$7,000,000	**$23,086,145**
4433-2023-DIF Streets East	-	-	-	-	-	-	$18,479,283	**$18,479,283**
4434-2023-DIF Streets West	-	-	$1,092,105	$2,077,195	$5,446,098	-	$2,696,000	**$11,311,398**
4510-Gov Facility-Excise Tax 24Bond	$14,210,558	-	-	-	-	-	-	**$14,210,558**
4520-Gov Facility-Excise Tax 25Bond	$27,064,705	-	-	-	-	-	-	**$27,064,705**
4610-ARPA Capital Projects	$1,756,829	-	-	-	-	-	-	**$1,756,829**
6020-Water	$13,227,526	$54,517,368	$59,486,320	$66,797,600	$58,326,400	$115,265,100	$484,025,000	**$851,645,314**
6030-Sewer	$8,800,000	$21,459,000	$25,200,000	$28,225,000	$26,799,000	$33,800,000	$134,000,000	**$278,283,000**
6031-Stormwater	-	$241,000	$241,000	$241,000	$241,000	$241,000	$1,205,000	**$2,410,000**
6071-2019-Water DIF	$670,000	$1,450,000	$2,150,000	$1,275,000	$1,025,000	-	-	**$6,570,000**
6101-2019-Sewer DIF	$500,000	$700,000	$700,000	$700,000	$700,000	$700,000	-	**$4,000,000**
6110-Landfill	$1,992,248	$4,896,485	$8,190,900	$8,514,065	$2,737,000	$2,429,990	$19,944,650	**$48,705,338**
6120-Solid Waste	$4,331,992	$4,381,532	$5,510,639	$5,359,539	$6,084,452	$8,320,285	$38,118,656	**$72,107,095**
Grand Total	**$234,028,789**	**$207,139,448**	**$319,417,543**	**$288,126,983**	**$254,493,314**	**$359,202,813**	**$1,167,760,007**	**$2,830,168,897**

FY 2027-2036 Capital Improvement Program

Airport
Summary by Funding Source

Funding Source	CARRYOVER	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
2190-Airport Capital Grant	$846,984	$8,822,700	$11,165,740	$238,225	$4,693,550	$9,342,860	$10,089,000	**$45,199,059**
4030-Transportation Capital Proj	$121,314	$769,519	$1,042,797	$266,888	$574,949	$939,063	$4,256,698	**$7,971,228**
Grand Total	**$968,299**	**$9,592,219**	**$12,208,537**	**$505,113**	**$5,268,499**	**$10,281,923**	**$14,345,698**	**$53,170,288**

FY 2027-2036 Capital Improvement Program

Airport
Summary by Project

Project Number	Project Title	CARRYOVER	FY 2027	FY 2028	FY 2029	FY 2031	FY 2031	FY 2032-2036	Grand Total
CIPAP19075	NEW RIVER CHANNELIZATION	-	-	-	$238,225	$900,000	$450,000	$4,500,000	**$6,088,225**
CIPAP21007	AIRPORT MASTER PLAN STUDY	$300,832	$382,120	-	-	-	-	-	**$682,952**
CIPAP21009	AIRPORT SECURITY FENCING	-	$225,000	$2,025,000	-	-	-	-	**$2,250,000**
CIPAP21010	SOUTHWEST APRON - CAPACITY (DESIGN)	-	-	-	-	$450,000	$2,970,000	$5,589,000	**$9,009,000**
CIPAP21012	AIRSIDE PAVEMENT MAINTENANCE	$26,314	$231,939	$243,537	$255,713	$268,499	$281,923	$1,635,698	**$2,943,623**
CIPAP24009	SOUTH APRON RECONSTRUCT PHASE 3	$365,458	$7,642,400	-	-	-	-	-	**$8,007,858**
CIPAP25004	ENVIRO CLEARANCE PARALLEL TAXIWAY B	-	$573,180	$5,063,090	-	-	$4,012,260	-	**$9,648,530**
CIPAP25008	RUNWAY LIGHTING & SIGNAGE REHABILIT	$180,694	-	$3,600,000	-	-	-	-	**$3,780,694**
CIPAP26011	CONSTRUCT EAST SIDE APRON -CAPACITY	-	-	$477,650	-	$3,343,550	$1,910,600	-	**$5,731,800**
CIPAP26012	SELF-FUEL STATION SITE SURVEY	$60,000	-	-	-	-	-	-	**$60,000**
CIPAP26013	AIRPORT ADMIN OFFICE REMODEL	$35,000	-	-	-	-	-	-	**$35,000**
CIPAP27001	AIRPORT DRAINAGE IMPROVEMENT	-	$52,400	-	-	-	-	-	**$52,400**
CIPAP27002	AIRPORT/ FBO SECURITY UPGRADE	-	$65,000	-	-	-	-	-	**$65,000**
CIPAP65078	AIRPORT MATCHING FUNDS	-	$420,180	$799,260	$11,175	$306,450	$657,140	$2,621,000	**$4,815,205**
Grand Total		**$968,299**	**$9,592,219**	**$12,208,537**	**$505,113**	**$5,268,499**	**$10,281,923**	**$14,345,698**	**$53,170,288**

Airport

NEW RIVER CHANNELIZATION

Package Number	Project Type	Project Number
FY27-36CIP	Airport	CIPAP19075

Project Number: CIPAP19075

Description

This project will re-channel New River so the Airport can regain its full-length Runway Protection Zone at the south end. No grant has been issued yet.

Justification

The project will complete a study, design and construct improvements of New River. The current alignment of New River conflicts with existing Runway Protection Zone standards and falls within the flood hazard area. These enhancements will add additional opportunities for the Airport's East Side.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	2190-Airport Capital Grant	-	-	-	-	-	$4,500,000	**$4,500,000**
DESIGN	2190-Airport Capital Grant	-	-	-	-	$450,000	-	**$450,000**
LAND	2190-Airport Capital Grant	-	-	-	$900,000	-	-	**$900,000**
STUDY	2190-Airport Capital Grant	-	-	$238,225	-	-	-	**$238,225**
Grand Total		**-**	**-**	**$238,225**	**$900,000**	**$450,000**	**$4,500,000**	**$6,088,225**

AIRPORT MASTER PLAN STUDY

Package Number	Project Type	Project Number
FY27-36CIP	Airport	CIPAP21007

Project Number: CIPAP21007

Description

This is a planned airport grant project. This project updates the Airport Master Plan. The issued FAA/ADOT grant is $764,240, and the local share is $35,760.

Justification

The current Airport Master Plan was completed in 2007 and the Airport Layout Plan update was completed in 2017. This update will guide and enable the City to plan for several development initiatives. This project is part of the five-year ADOT Airport CIP.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	2190-Airport Capital Grant	$300,832	-	-	-	-	-	**$300,832**
STUDY	2190-Airport Capital Grant	$382,120	-	-	-	-	-	**$382,120**
Grand Total		**$682,952**	**-**	**-**	**-**	**-**	**-**	**$682,952**

AIRPORT SECURITY FENCING

Package Number	Project Type	Project Number
FY27-36CIP	Airport	CIPAP21009

Project Number: CIPAP21009

Description

This is a planned airport grant project. No grant has been issued yet. This project is for the design and construction of gate improvements and access control system upgrades.

Justification

6,000 linear feet (Iron fence). Airport access control/gates showing signs of failure. Improvements and modernization are required to provide continued reliability and safety for the Airport, which includes networked communications and CCTV.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	2190-Airport Capital Grant	-	$2,025,000	-	-	-	-	**$2,025,000**
DESIGN	2190-Airport Capital Grant	$225,000	-	-	-	-	-	**$225,000**
Grand Total		**$225,000**	**$2,025,000**	**-**	**-**	**-**	**-**	**$2,250,000**

Airport

SOUTHWEST APRON - CAPACITY (DESIGN)

Package Number	Project Type	Project Number
FY27-36CIP	Airport	CIPAP21010

Project Number: CIPAP21010

Description

This is a planned airport grant project. No grant has been issued yet. This project will design and construct a new southwest apron on the far southwest corner of the airport between the fuel farm and corporate hangars.

Justification

Design a new 59,000 square yard public apron, taxi lane, and supporting infrastructure to accommodate the expansion of aircraft storage to meet the Airport capacity needs. Includes hangars owned by the Airport (Box hangars/T-hangars). This project will expand apron capacity, allowing the airport to develop up to 18 (60'x60') hangars.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	2190-Airport Capital Grant	-	-	-	-	$2,970,000	$5,589,000	**$8,559,000**
DESIGN	2190-Airport Capital Grant	-	-	-	$450,000	-	-	**$450,000**
Grand Total		**-**	**-**	**-**	**$450,000**	**$2,970,000**	**$5,589,000**	**$9,009,000**

Operating Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CIP O&M		-					$57,812	**$98,288**
Grand Total		**-**					**$57,812**	**$98,288**

AIRSIDE PAVEMENT MAINTENANCE

Package Number	Project Type	Project Number
FY27-36CIP	Airport	CIPAP21012

Project Number: CIPAP21012

Description

This project will perform pavement preservation maintenance on the airside of the Glendale Regional Airport.

Justification

This project is consistent with the Airport's Pavement Maintenance Management Plan.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4030-Transportation Capit	$26,314	-	-	-	-	-	**$26,314**
CONSTRUCT	4030-Transportation Capit	$221,316	$232,382	$244,001	$256,201	$269,011	$1,560,780	**$2,783,691**
INTRNL CHG	4030-Transportation Capit	$8,410	$8,831	$9,272	$9,736	$10,222	$59,310	**$105,781**
PUBLIC ART	4030-Transportation Capit	$2,213	$2,324	$2,440	$2,562	$2,690	$15,608	**$27,837**
Grand Total		**$258,253**	**$243,537**	**$255,713**	**$268,499**	**$281,923**	**$1,635,698**	**$2,943,623**

Airport

SOUTH APRON RECONSTRUCT PHASE 3

Package Number	Project Type	Project Number
FY27-36CIP	Airport	CIPAP24009

Project Number: CIPAP24009

Description

This is a planned airport grant project. No grant has been issued yet. This project is to rehabilitate the south apron pavement adjacent to the southern hangars and taxi lanes.

Justification

Grant funding is to be leveraged for this project. In addition to FAA, this project is required under ADOT Grant Assurances and Airport Design Standards. This project is part of the ve-year ADOT Airport CIP. This project will complete the remaining south apron in one project.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	2190-Airport Capital Grant	$365,458	-	-	-	-	-	**$365,458**
CONSTRUCT	2190-Airport Capital Grant	$7,642,400	-	-	-	-	-	**$7,642,400**
Grand Total		**$8,007,858**	**-**	**-**	**-**	**-**	**-**	**$8,007,858**

Airport

ENVIRO CLEARANCE PARALLEL TAXIWAY B

Package Number	Project Type	Project Number
FY27-36CIP	Airport	CIPAP25004

Project Number: CIPAP25004

Description

This project will design and construct a new parallel taxiway (6000' x 35') as well as connecting taxiways.

Justification

This project will enable the city to open up the east side of the airport for aeronautical commercial development.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	2190-Airport Capital Grant	-	$5,063,090	-	-	$4,012,260	-	**$9,075,350**
DESIGN	2190-Airport Capital Grant	$573,180	-	-	-	-	-	**$573,180**
Grand Total		**$573,180**	**$5,063,090**	**-**	**-**	**$4,012,260**	**-**	**$9,648,530**

Airport

RUNWAY LIGHTING & SIGNAGE REHABILIT

Package Number	Project Type	Project Number
FY27-36CIP	Airport	CIPAP25008

Project Number: CIPAP25008

Description

This project will design and construct lighting and signage on the runway and taxiways.

Justification

This project is funded with BIL grants. FAA asked Glendale to design both runway and taxiway phases together in FY25. A grant is in the process of being secured for the design. Grants for construction have not yet been issued. The project will replace all runway and taxiway edge lights, signs, NAVAIDs, regulators, and controls. The current system is approaching the end of its useful life. This project is in the five-year ADOT ACIP.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	2190-Airport Capital Grant	$180,694	-	-	-	-	-	**$180,694**
CONSTRUCT	2190-Airport Capital Grant	-	$3,600,000	-	-	-	-	**$3,600,000**
Grand Total		**$180,694**	**$3,600,000**	**-**	**-**	**-**	**-**	**$3,780,694**

CONSTRUCT EAST SIDE APRON -CAPACITY

Package Number	Project Type	Project Number
FY27-36CIP	Airport	CIPAP26011

Project Number: CIPAP26011

Description

This project will design and construct aircraft parking aprons in the East Side Development Area.

Justification

Building aircraft parking aprons on the East Side will facilitate the development of new hangars and increase capacity.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	2190-Airport Capital Grant	-	-	-	$3,343,550	$1,910,600	-	**$5,254,150**
DESIGN	2190-Airport Capital Grant	-	$477,650	-	-	-	-	**$477,650**
Grand Total		**-**	**$477,650**	**-**	**$3,343,550**	**$1,910,600**	**-**	**$5,731,800**

Airport

SELF-FUEL STATION SITE SURVEY

Package Number	Project Type	Project Number
FY27-36CIP	Airport	CIPAP26012

Project Number: CIPAP26012

Description

This project is for a site study to design and construct two 10,000-gallon self-serve fuel tanks. One 94 Octane Unleaded (or similar product) and one 100 Low Lead Aviation fuel.

Justification

This will identify a location to house a fuel station that will provide a constant revenue stream to the Airport. As the Airport grows the need for fuel also grows. The FY25 Audit report reflects the need for a fuel station.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4030-Transportation Capit	$60,000	-	-	-	-	-	**$60,000**
Grand Total		**$60,000**	**-**	**-**	**-**	**-**	**-**	**$60,000**

AIRPORT ADMIN OFFICE REMODEL

Package Number	Project Type	Project Number
FY27-36CIP	Airport	CIPAP26013

Project Number: CIPAP26013

Description

This project will allow design and construction of the Airport Administrative office front desk.

Justification

There is an odd diagonal wall and a long counter that renders too much space unusable. Project will remove the odd geometry and double usable office space.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4030-Transportation Capit	$35,000	-	-	-	-	-	**$35,000**
Grand Total		**$35,000**	**-**	**-**	**-**	**-**	**-**	**$35,000**

AIRPORT DRAINAGE IMPROVEMENT

Package Number	Project Type	Project Number
FY27-36CIP	Airport	CIPAP27001

Project Number: CIPAP27001

Description

This project is to install a storm drain connection between the detention basin at the Experimental Aircraft Association hangar to the City storm water system.

Justification

This project will allow excess stormwater to flow into the storm drain system.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4030-Transportation Capit	$50,000	-	-	-	-	-	**$50,000**
NC INT CHG	4030-Transportation Capit	$1,900	-	-	-	-	-	**$1,900**
PUBLIC ART	4030-Transportation Capit	$500	-	-	-	-	-	**$500**
Grand Total		**$52,400**	**-**	**-**	**-**	**-**	**-**	**$52,400**

AIRPORT/ FBO SECURITY UPGRADE

Package Number	Project Type	Project Number
FY27-36CIP	Airport	CIPAP27002

Project Number: CIPAP27002

Description

This project is to upgrade the doors and security in the Fixed Based Operator building. This will include replacing the existing double doors that go to the hangar and adding a card reader. The project will also add a card reader and a security button to the airside doors.

Justification

The Fixed Based Operator has experienced issues with trespassers entering the secure area of the airport due to the absence of a locked barrier to the outside.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
EQUIPMENT	4030-Transportation Capit	$65,000	-	-	-	-	-	**$65,000**
Grand Total		**$65,000**	**-**	**-**	**-**	**-**	**-**	**$65,000**

AIRPORT MATCHING FUNDS

Package Number	Project Type	Project Number
FY27-36CIP	Airport	CIPAP65078

Project Number: CIPAP65078

Description

This request is to provide local matching funds for Glendale Airport projects as identified in the Airport Capital Improvement Program (Fund 2190). Funding covers the local match for all airport capital costs.

Justification

This request allows for projects identified in the Airport Capital Improvement Program to be completed with local match funding and leverage Federal and State funds.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4030-Transportation Capit	$420,180	$799,260	$11,175	$306,450	$657,140	$2,621,000	**$4,815,205**
Grand Total		**$420,180**	**$799,260**	**$11,175**	**$306,450**	**$657,140**	**$2,621,000**	**$4,815,205**

FY 2027-2036 Capital Improvement Program

Arts
Summary by Funding Source

Funding Source	CARRYOVER	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
2110-Arts Commission	$979,851	-	-	-	-	-	-	**$979,851**
Grand Total	**$979,851**	**-**	**-**	**-**	**-**	**-**	**-**	**$979,851**

FY 2027-2036 Capital Improvement Program

Arts
Summary by Project

Project Number	Project Title	CARRYOVER	FY 2027	FY 2028	FY 2029	FY 2031	FY 2031	FY 2032-2036	Grand Total
CIPAT20035	MUNICIPAL ARTS PROGRAM	$379,851	-	-	-	-	-	-	**$379,851**
CIPAT26022	DCRP ART PROJECT	$600,000	-	-	-	-	-	-	**$600,000**
Grand Total		**$979,851**	**-**	**-**	**-**	**-**	**-**	**-**	**$979,851**

MUNICIPAL ARTS PROGRAM

Package Number	Project Type	Project Number
FY27-36CIP	Arts	CIPAT20035

Project Number: CIPAT20035

Description

City Council Ordinance No. 1226 created a Municipal Art Fund which provides for the purchase of works of art for public places. This consists of commissioned, non-commissioned and the performing arts, all reviewed and recommended by the Glendale Arts Commission (via the Annual Arts Plan). These funds are used to implement the Annual Arts Plan and maintain and restore the City's art portfolio (when necessary)

Justification

By City Council Ordinance No. 1226, a Municipal Art Fund is created which provides for the purchase of works of art for public places.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	2110-Arts Commission	$379,851	-	-	-	-	-	**$379,851**
Grand Total		**$379,851**	**-**	**-**	**-**	**-**	**-**	**$379,851**

Arts

DCRP ART PROJECT

Package Number	Project Type	Project Number
FY27-36CIP	Arts	CIPAT26022

Project Number: CIPAT26022

Description

This project is for public art that will be installed on the southern facade of the new City Hall building as part of the Downtown Campus Reinvestment Project.

Justification

The project is necessary to ensure that expenses are tracked accurately, remain within the $600,000 limit, and are completed by the April 1, 2027 deadline.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	2110-Arts Commission	$600,000	-	-	-	-	-	**$600,000**
Grand Total		**$600,000**	**-**	**-**	**-**	**-**	**-**	**$600,000**

FY 2027-2036 Capital Improvement Program

Drainage
Summary by Funding Source

Funding Source	CARRYOVER	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
1080-General Government Capital Prj	$685,593	-	-	-	-	-	-	**$685,593**
2160-Other Grants	$16,582,180	$3,640,000	$5,555,000	-	$858,000	-	-	**$26,635,180**
4110-Flood Control Construction	$5,516,768	-	$6,053,920	$4,251,520	$5,385,120	-	-	**$21,207,328**
4112-2025 Flood Control Bonds	$1,874,506	-	-	-	-	-	-	**$1,874,506**
4113-2026 Flood Control Bonds	-	$5,005,701	-	-	-	-	-	**$5,005,701**
6031-Stormwater	-	$241,000	$241,000	$241,000	$241,000	$241,000	$1,205,000	**$2,410,000**
Grand Total	**$24,659,048**	**$8,886,701**	**$11,849,920**	**$4,492,520**	**$6,484,120**	**$241,000**	**$1,205,000**	**$57,818,309**

FY 2027-2036 Capital Improvement Program

Drainage
Summary by Project

Project Number	Project Title	CARRYOVER	FY 2027	FY 2028	FY 2029	FY 2031	FY 2031	FY 2032-2036	Grand Total
CIPDR19040	CAMELBACK ROAD, 51ST TO 58TH	-	-	$4,313,920	-	-	-	-	**$4,313,920**
CIPDR19078	83RD AVE, BETHANY HM TO CAMELBACK	-	-	-	$4,251,520	-	-	-	**$4,251,520**
CIPDR21019	DRAINAGE IMP. GLENN DR., 59TH-52ND	-	-	-	-	$3,607,760	-	-	**$3,607,760**
CIPDR21034	BETHANY HOME SD, 43RD TO 51ST AVE	$23,973,455	$8,544,701	$7,295,000	-	-	-	-	**$39,813,156**
CIPDR27043	BETHANY HOME RD DRAINAGE, 79TH-51ST	-	$101,000	-	-	$2,635,360	-	-	**$2,736,360**
CIPDR79004	LOCAL DRAINAGE PROBLEMS	$685,593	$241,000	$241,000	$241,000	$241,000	$241,000	$1,205,000	**$3,095,593**
Grand Total		**$24,659,048**	**$8,886,701**	**$11,849,920**	**$4,492,520**	**$6,484,120**	**$241,000**	**$1,205,000**	**$57,818,309**

CAMELBACK ROAD, 51ST TO 58TH

Package Number	Project Type	Project Number
FY27-36CIP	Drainage	CIPDR19040

Project Number: CIPDR19040

Description

Installation of storm drain in Camelback Road from 51st to 58th Avenues. Project has been moved from FY26 to FY27.

Justification

This project is identified in the Stormwater Management Plan (SMP).

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4110-Flood Control Constr	-	$3,744,000	-	-	-	-	**$3,744,000**
DESIGN	4110-Flood Control Constr	-	$375,440	-	-	-	-	**$375,440**
INTRNL CHG	4110-Flood Control Constr	-	$157,040	-	-	-	-	**$157,040**
PUBLIC ART	4110-Flood Control Constr	-	$37,440	-	-	-	-	**$37,440**
Grand Total		**-**	**$4,313,920**	**-**	**-**	**-**	**-**	**$4,313,920**

83RD AVE, BETHANY HM TO CAMELBACK

Package Number	Project Type	Project Number
FY27-36CIP	Drainage	CIPDR19078

Project Number: CIPDR19078

Description

Installation of storm drain in 83rd Avenue from Bethany Home Road to Camelback Road. This project is currently programmed to begin design in FY29.

Justification

This project is identified in the Stormwater Management Plan (SMP) completed and presented to the city and Flood Control District in July 2011.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4110-Flood Control Constr	-	-	$3,689,920	-	-	-	**$3,689,920**
DESIGN	4110-Flood Control Constr	-	-	$369,200	-	-	-	**$369,200**
INTRNL CHG	4110-Flood Control Constr	-	-	$154,960	-	-	-	**$154,960**
PUBLIC ART	4110-Flood Control Constr	-	-	$37,440	-	-	-	**$37,440**
Grand Total		**-**	**-**	**$4,251,520**	**-**	**-**	**-**	**$4,251,520**

DRAINAGE IMP. GLENN DR., 59TH-52ND

Package Number	Project Type	Project Number
FY27-36CIP	Drainage	CIPDR21019

Project Number: CIPDR21019

Description

This project will install storm drainage in Palmaire Ave to assist with flooding along Glenn Drive, nearby alleys, and around the downtown shops.

Justification

It is anticipated that project costs will be split between the City and the Maricopa County Flood Control District.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	2160-Other Grants	-	-	-	$858,000	-	-	**$858,000**
	4110-Flood Control Constr	-	-	-	$2,140,320	-	-	**$2,140,320**
DESIGN	4110-Flood Control Constr	-	-	-	$486,720	-	-	**$486,720**
INTRNL CHG	4110-Flood Control Constr	-	-	-	$100,880	-	-	**$100,880**
PUBLIC ART	4110-Flood Control Constr	-	-	-	$21,840	-	-	**$21,840**
Grand Total		**-**	**-**	**-**	**$3,607,760**	**-**	**-**	**$3,607,760**

BETHANY HOME SD, 43RD TO 51ST AVE

Package Number	Project Type	Project Number
FY27-36CIP	Drainage	CIPDR21034

Project Number: CIPDR21034

Description

Design and construction of storm drain pipe, inlets, catch basins and other appurtenances in a 1/2 square mile area centered on Bethany Home Road between 43rd Ave. and 51st Ave. Design began in FY21.

Justification

Project is identified in the Storm Water Master plan adopted by the city.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
BOND ISSUE	4113-2026 Flood Control	$48,561	-	-	-	-	-	**$48,561**
CARRYOVER	2160-Other Grants	$16,582,180	-	-	-	-	-	**$16,582,180**
	4110-Flood Control Constr	$5,516,768	-	-	-	-	-	**$5,516,768**
	4112-2025 Flood Control	$1,874,506	-	-	-	-	-	**$1,874,506**
CONSTRUCT	2160-Other Grants	$3,575,000	$5,490,000	-	-	-	-	**$9,065,000**
	4110-Flood Control Constr	-	$1,575,000	-	-	-	-	**$1,575,000**
	4113-2026 Flood Control	$4,727,140	-	-	-	-	-	**$4,727,140**
DESIGN	2160-Other Grants	$65,000	$65,000	-	-	-	-	**$130,000**
	4110-Flood Control Constr	-	$35,000	-	-	-	-	**$35,000**
	4113-2026 Flood Control	$35,000	-	-	-	-	-	**$35,000**
INTRNL CHG	4110-Flood Control Constr	-	$114,000	-	-	-	-	**$114,000**
	4113-2026 Flood Control	$74,000	-	-	-	-	-	**$74,000**
PUBLIC ART	4110-Flood Control Constr	-	$16,000	-	-	-	-	**$16,000**
	4113-2026 Flood Control	$20,000	-	-	-	-	-	**$20,000**
Grand Total		**$32,518,156**	**$7,295,000**	**-**	**-**	**-**	**-**	**$39,813,156**

BETHANY HOME RD DRAINAGE, 79TH-51ST

Package Number	Project Type	Project Number
FY27-36CIP	Drainage	CIPDR27043

Project Number: CIPDR27043

Description

This project will study and construct a storm drain in the Bethany Home Road Corridor from 79th Ave to 51st Ave.

Justification

This project is identified in the Stormwater Management Plan (SMP) presented to the City and Flood District of Maricopa County.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
BOND ISSUE	4113-2026 Flood Control	$1,000	-	-	-	-	-	**$1,000**
CONSTRUCT	4110-Flood Control Constr	-	-	-	$2,288,000	-	-	**$2,288,000**
DESIGN	4110-Flood Control Constr	-	-	-	$228,800	-	-	**$228,800**
INTRNL CHG	4110-Flood Control Constr	-	-	-	$95,680	-	-	**$95,680**
PUBLIC ART	4110-Flood Control Constr	-	-	-	$22,880	-	-	**$22,880**
STUDY	4113-2026 Flood Control	$100,000	-	-	-	-	-	**$100,000**
Grand Total		**$101,000**	**-**	**-**	**$2,635,360**	**-**	**-**	**$2,736,360**

LOCAL DRAINAGE PROBLEMS

Package Number	Project Type	Project Number
FY27-36CIP	Drainage	CIPDR79004

Project Number: CIPDR79004

Description

Construct localized storm drainage improvements to mitigate drainage and/or flooding issues.

Justification

Ongoing program addressing drainage issues in older neighborhoods and extends existing storm drain systems. The city will request grant contributions from Maricopa County Flood Control District.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	1080-General Government	$685,593	-	-	-	-	-	**$685,593**
CONSTRUCT	6031-Stormwater	$200,000	$200,000	$200,000	$200,000	$200,000	$1,000,000	**$2,000,000**
DESIGN	6031-Stormwater	$30,000	$30,000	$30,000	$30,000	$30,000	$150,000	**$300,000**
INTRNL CHG	6031-Stormwater	$9,000	$9,000	$9,000	$9,000	$9,000	$45,000	**$90,000**
PUBLIC ART	6031-Stormwater	$2,000	$2,000	$2,000	$2,000	$2,000	$10,000	**$20,000**
Grand Total		**$926,593**	**$241,000**	**$241,000**	**$241,000**	**$241,000**	**$1,205,000**	**$3,095,593**

FY 2027-2036 Capital Improvement Program

Facility Maintenance
Summary by Funding Source

Funding Source	CARRYOVER	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
1070-Camelback Ranch	$1,248,307	$3,275,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$10,000,000	**$22,523,307**
1080-General Government Capital Prj	$5,853,381	$6,035,000	$3,950,000	$2,180,000	$1,480,000	$1,480,000	$7,400,000	**$28,378,381**
4030-Transportation Capital Proj	$1,522,998	$1,442,048	$6,539,520	$3,353,600	$346,200	$3,450,200	-	**$16,654,566**
4060-Government Facilities	$172,111	-	$6,335,160	$524,000	$391,400	$3,900,200	-	**$11,322,871**
4061-2024 General Government Bonds	$1,060,219	-	-	-	-	-	-	**$1,060,219**
4062-2025 General Government Bonds	$530,825	-	-	-	-	-	-	**$530,825**
4063-2026 General Government Bonds	-	$1,410,954	-	-	-	-	-	**$1,410,954**
4080-Cultural Facility	$826,914	-	-	-	-	-	-	**$826,914**
4081-2024 Cultural Facility Bonds	$3,140,336	-	-	-	-	-	-	**$3,140,336**
4101-2024 Library Bonds	$1,428,348	-	-	-	-	-	-	**$1,428,348**
4510-Gov Facility-Excise Tax 24Bond	$14,210,558	-	-	-	-	-	-	**$14,210,558**
4520-Gov Facility-Excise Tax 25Bond	$5,513,861	-	-	-	-	-	-	**$5,513,861**
4610-ARPA Capital Projects	$980,182	-	-	-	-	-	-	**$980,182**
6020-Water	$1,643,526	$1,667,368	$7,561,320	$3,877,600	$406,400	$4,050,100	-	**$19,206,314**
6120-Solid Waste	-	-	-	-	$361,200	$3,599,500	-	**$3,960,700**
Grand Total	**$38,131,564**	**$13,830,370**	**$26,386,000**	**$11,935,200**	**$4,985,200**	**$18,480,000**	**$17,400,000**	**$131,148,334**

FY 2027-2036 Capital Improvement Program

Facility Maintenance
Summary by Project

Project Number	Project Title	CARRYOVER	FY 2027	FY 2028	FY 2029	FY 2031	FY 2031	FY 2032-2036	Grand Total
CIPFC19016	GLENDALE OPS CAMPUS-FIELD STAFF BLD	$2,984,483	$4,520,370	$20,436,000	$7,755,200	-	-	-	**$35,696,053**
CIPFC19038	CITY HALL BUILDING REMODEL	$17,237,424	-	-	-	-	-	-	**$17,237,424**
CIPFC19061	ELECTRICAL SYSTEM RENEWAL	$129,016	$140,000	$500,000	$165,000	$165,000	$165,000	$825,000	**$2,089,016**
CIPFC19062	ELEVATOR SYSTEM RENEWAL	$299,555	$400,000	$200,000	$190,000	$190,000	$190,000	$950,000	**$2,419,555**
CIPFC19063	FIRE PROTECTION RENEWAL	$309,992	$70,000	$200,000	$100,000	$100,000	$100,000	$500,000	**$1,379,992**
CIPFC19064	SECURITY CAMERA IMPROVEMENTS	$70,156	-	-	-	-	-	-	**$70,156**
CIPFC19065	PLUMBING SYSTEM RENEWAL	$9,089	$250,000	$100,000	$50,000	$50,000	$50,000	$250,000	**$759,089**
CIPFC19068	ROOFING SYSTEM RENEWAL	$303,420	$320,000	$500,000	$175,000	$175,000	$175,000	$875,000	**$2,523,420**
CIPFC19071	HVAC REPAIR/REPLACEMENTS	$702,358	$440,000	$1,000,000	$250,000	$250,000	$250,000	$1,250,000	**$4,142,358**
CIPFC22086	CITY HALL PARKING GARAGE	$638,720	-	-	-	-	-	-	**$638,720**
CIPFC23041	GLENDALE OPS CAMPUS RENOVATION	-	-	-	-	$1,505,200	$15,000,000	-	**$16,505,200**
CIPFC23043	COUNCIL CHAMBERS	$639,569	-	-	-	-	-	-	**$639,569**
CIPFC23070	EXTERIOR BUILDING ENHANCEMENTS	$267,233	$20,000	$100,000	$100,000	$100,000	$100,000	$500,000	**$1,187,233**
CIPFC24044	CAR WASH REPLACEMENT	$4,013	-	-	-	-	-	-	**$4,013**
CIPFC24045	SPRING CITY DEMOLITION	$2,331,142	-	-	-	-	-	-	**$2,331,142**
CIPFC24046	ADA PROGRAM	$62,186	$50,000	-	-	-	-	-	**$112,186**
CIPFC24047	INTERIOR REFRESH PROGRAM	$1,523,967	$665,000	$750,000	$300,000	$300,000	$300,000	$1,500,000	**$5,338,967**
CIPFC24048	RETRO COMMISSIONING PROGRAM	$55,500	$730,000	-	-	-	-	-	**$785,500**
CIPFC24049	CEMETERY IMPROVEMENTS	$400,769	-	$150,000	$700,000	-	-	-	**$1,250,769**
CIPFC24051	PERFORMANCE BASED CONTRACTS	$2,651,224	-	-	-	-	-	-	**$2,651,224**
CIPFC25001	GATES AND DOORS RENEWAL PROGRAM	$500,000	$600,000	$300,000	$150,000	$150,000	$150,000	$750,000	**$2,600,000**
CIPFC25022	BRIAN ANDERSON FIELD	$961,298	-	-	-	-	-	-	**$961,298**
CIPFC27005	LIONS FIELD	-	$150,000	-	-	-	-	-	**$150,000**
CIPFC27006	MANISTEE RANCH BUILDING IMPROVEMENT	-	$100,000	$150,000	-	-	-	-	**$250,000**
CIPFC27008	CIVIC CENTER HVAC REPLACEMENT	-	$2,100,000	-	-	-	-	-	**$2,100,000**
CIPFC70801	CAMELBACK RANCH MAINTENANCE RESERVE	$1,248,307	$3,275,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$10,000,000	**$22,523,307**
CIPPK77516	AMPHITHEATER RENOVATIONS	$4,802,143	-	-	-	-	-	-	**$4,802,143**
Grand Total		**$38,131,564**	**$13,830,370**	**$26,386,000**	**$11,935,200**	**$4,985,200**	**$18,480,000**	**$17,400,000**	**$131,148,334**

Facility Maintenance

GLENDALE OPS CAMPUS-FIELD STAFF BLD

Package Number	Project Type	Project Number
FY27-36CIP	Facility Maintenance	CIPFC19016

Project Number: CIPFC19016

Description

This project is for the design and construction of the field staff building located on the operations campus. The building will serve as the primary location for Water Services, Transportation, Parks & Recreation, and Field Operations staff.

Justification

Aging infrastructure, security, and operational efficiency concerns must be addressed in order to continue to provide effective service to the community.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
BOND ISSUE	4063-2026 General Gover	$13,970	-	-	-	-	-	**$13,970**
CARRYOVER	4030-Transportation Capit	$1,131,892	-	-	-	-	-	**$1,131,892**
	4061-2024 General Gover	$69,346	-	-	-	-	-	**$69,346**
	4062-2025 General Gover	$530,825	-	-	-	-	-	**$530,825**
	6020-Water	$1,252,420	-	-	-	-	-	**$1,252,420**
CONSTRUCT	4030-Transportation Capit	$1,376,000	$6,240,000	$3,200,000	-	-	-	**$10,816,000**
	4060-Government Facilitie	-	$6,045,000	$500,000	-	-	-	**$6,545,000**
	4063-2026 General Gover	$1,333,000	-	-	-	-	-	**$1,333,000**
	6020-Water	$1,591,000	$7,215,000	$3,700,000	-	-	-	**$12,506,000**
INTRNL CHG	4030-Transportation Capit	$52,288	$237,120	$121,600	-	-	-	**$411,008**
	4060-Government Facilitie	-	$229,710	$19,000	-	-	-	**$248,710**
	4063-2026 General Gover	$50,654	-	-	-	-	-	**$50,654**
	6020-Water	$60,458	$274,170	$140,600	-	-	-	**$475,228**
PUBLIC ART	4030-Transportation Capit	$13,760	$62,400	$32,000	-	-	-	**$108,160**
	4060-Government Facilitie	-	$60,450	$5,000	-	-	-	**$65,450**
	4063-2026 General Gover	$13,330	-	-	-	-	-	**$13,330**
	6020-Water	$15,910	$72,150	$37,000	-	-	-	**$125,060**
Grand Total		**$7,504,853**	**$20,436,000**	**$7,755,200**	**-**	**-**	**-**	**$35,696,053**

Operating Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CIP O&M		-	$540,400	$556,612	$573,310	$590,510	$3,229,150	**$5,489,982**
Grand Total		**-**	**$540,400**	**$556,612**	**$573,310**	**$590,510**	**$3,229,150**	**$5,489,982**

Facility Maintenance

CITY HALL BUILDING REMODEL

Package Number	Project Type	Project Number
FY27-36CIP	Facility Maintenance	CIPFC19038

Project Number: CIPFC19038

Description

This program is to reinvest in the City Hall campus by creating an updated, modernized environment. The project will include a new exterior, rebuilding the interior floor by floor, and replacement of aged infrastructure.

Justification

The existing City Hall building was constructed in approximately 1984. The building no longer effectively serve the needs of the organization and the community.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4060-Government Facilitie	$59,334	-	-	-	-	-	**$59,334**
	4061-2024 General Gover	$464,929	-	-	-	-	-	**$464,929**
	4510-Gov Facility-Excise T	$14,210,558	-	-	-	-	-	**$14,210,558**
	4520-Gov Facility-Excise T	$2,502,603	-	-	-	-	-	**$2,502,603**
Grand Total		**$17,237,424**	**-**	**-**	**-**	**-**	**-**	**$17,237,424**

Facility Maintenance

ELECTRICAL SYSTEM RENEWAL

Package Number	Project Type	Project Number
FY27-36CIP	Facility Maintenance	CIPFC19061

Project Number: CIPFC19061

Description

This program is to reinvest in the City's existing electrical systems (including generators, EV chargers, and SES replacements), for demand, capacity, and life safety issues. Priorities will be based on experience with system conditions.

Justification

Programmed repair/replacement of electrical systems and components will protect public health and safety, reduce long term life cycle costs, and enable provision of service delivery to the community.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	1080-General Government	$129,016	-	-	-	-	-	**$129,016**
NONCAPITAL	1080-General Government	$140,000	$500,000	$165,000	$165,000	$165,000	$825,000	**$1,960,000**
Grand Total		**$269,016**	**$500,000**	**$165,000**	**$165,000**	**$165,000**	**$825,000**	**$2,089,016**

Facility Maintenance

ELEVATOR SYSTEM RENEWAL

Package Number	Project Type	Project Number
FY27-36CIP	Facility Maintenance	CIPFC19062

Project Number: CIPFC19062

Description

Program is to reinvest in the City's existing elevator systems for demand, capacity, & life safety issues. Study completed in FY 23, & internal Building assessments will identify priorities based on elevator system conditions & repair recommendations

Justification

Programmed repair/replacement of elevator systems and components will protect public health and safety, reduce long term life cycle costs, and enable provision of service delivery to the community.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	1080-General Government	$299,555	-	-	-	-	-	**$299,555**
NONCAPITAL	1080-General Government	$400,000	$200,000	$190,000	$190,000	$190,000	$950,000	**$2,120,000**
Grand Total		**$699,555**	**$200,000**	**$190,000**	**$190,000**	**$190,000**	**$950,000**	**$2,419,555**

Facility Maintenance

FIRE PROTECTION RENEWAL

Package Number	Project Type	Project Number
FY27-36CIP	Facility Maintenance	CIPFC19063

Project Number: CIPFC19063

Description

This program is to keep fire protection systems and security systems, identified as a Tier 1 Infrastructure, in good working order.

Justification

Programmed repair/replacement of fire protection systems and components will protect public health and safety, reduce long term life cycle costs, and enable provision of service delivery to the community.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	1080-General Government	$309,992	-	-	-	-	-	**$309,992**
NONCAPITAL	1080-General Government	$70,000	$200,000	$100,000	$100,000	$100,000	$500,000	**$1,070,000**
Grand Total		**$379,992**	**$200,000**	**$100,000**	**$100,000**	**$100,000**	**$500,000**	**$1,379,992**

Facility Maintenance

SECURITY CAMERA IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Facility Maintenance	CIPFC19064

Project Number: CIPFC19064

Description

This project is to keep security camera systems, identified as a Tier 1 infrastructure, in good working order. The security cameras will provide live video footage and recorded video surveillance, including events and alarm notifications at City facilities. Priorities are based upon building usage (mission critical are highest tier for this component) and identified need.

Justification

Programmatic repair/replacement of components of security systems will protect public health and safety, reduce long term life cycle costs, and enable provision of service delivery to the community, aligning resources with the City's strategic priorities and the Building Asset Philosophy.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	1080-General Government	$70,156	-	-	-	-	-	**$70,156**
Grand Total		**$70,156**	**-**	**-**	**-**	**-**	**-**	**$70,156**

Facility Maintenance

PLUMBING SYSTEM RENEWAL

Package Number	Project Type	Project Number
FY27-36CIP	Facility Maintenance	CIPFC19065

Project Number: CIPFC19065

Description

Program addresses existing plumbing systems for current state & capacity issues. Assessments will identify priorities based on conditions, repairs recommended, and needs based on water conservation.

Justification

Programmed repair/replacement of plumbing systems and components will protect public health and safety, reduce long term life cycle costs, and enable provision of service delivery to the community.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	1080-General Government	$9,089	-	-	-	-	-	**$9,089**
NONCAPITAL	1080-General Government	$250,000	$100,000	$50,000	$50,000	$50,000	$250,000	**$750,000**
Grand Total		**$259,089**	**$100,000**	**$50,000**	**$50,000**	**$50,000**	**$250,000**	**$759,089**

Facility Maintenance

ROOFING SYSTEM RENEWAL

Package Number	Project Type	Project Number
FY27-36CIP	Facility Maintenance	CIPFC19068

Project Number: CIPFC19068

Description

This program is to keep roofing systems, identified as a Tier 1 infrastructure, in good working order. Capital repairs are needed in multiple locations. Priorities are based on building usage and identified need.

Justification

Programmed repair/replacement of roofing systems and components will protect public health and safety, reduce long term life cycle costs, and enable provision of service delivery to the community.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	1080-General Government	$303,420	-	-	-	-	-	**$303,420**
NONCAPITAL	1080-General Government	$320,000	$500,000	$175,000	$175,000	$175,000	$875,000	**$2,220,000**
Grand Total		**$623,420**	**$500,000**	**$175,000**	**$175,000**	**$175,000**	**$875,000**	**$2,523,420**

Facility Maintenance

HVAC REPAIR/REPLACEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Facility Maintenance	CIPFC19071

Project Number: CIPFC19071

Description

This program is to keep HVAC systems, identified as a Tier 1 infrastructure, in good working order. Capital repairs are needed at various locations. Priorities are based upon building usage and identified cost.

Justification

Programmed maintenance of HVAC systems and components will protect public health and safety, reduce long term life cycle costs, and enable provision of service delivery to the community.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	1080-General Government	$702,358	-	-	-	-	-	**$702,358**
NONCAPITAL	1080-General Government	$440,000	$1,000,000	$250,000	$250,000	$250,000	$1,250,000	**$3,440,000**
Grand Total		**$1,142,358**	**$1,000,000**	**$250,000**	**$250,000**	**$250,000**	**$1,250,000**	**$4,142,358**

Facility Maintenance

CITY HALL PARKING GARAGE

Package Number	Project Type	Project Number
FY27-36CIP	Facility Maintenance	CIPFC22086

Project Number: CIPFC22086

Description

This project is to complete architectural enhancements in coordination with the greater DCRP Project. Included will be Entryway Flourishes, re-facing of outer skin, and establishment of entryway to City Hall Plaza.

Justification

Existing City Hall Campus was constructed in 1984. In order to better serve the community and organization, the City Hall Parking Structure needs to be updated to match the aesthetics of the new City Hall.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4060-Government Facilitie	$112,777	-	-	-	-	-	**$112,777**
	4061-2024 General Gover	$525,944	-	-	-	-	-	**$525,944**
Grand Total		**$638,720**	**-**	**-**	**-**	**-**	**-**	**$638,720**

Facility Maintenance

GLENDALE OPS CAMPUS RENOVATION

Package Number	Project Type	Project Number
FY27-36CIP	Facility Maintenance	CIPFC23041

Project Number: CIPFC23041

Description

This project is to renovate and demolish the existing buildings at the operations campus for adaptive re-use. Future phases from the current Master Plan such as paving, future fire resources, and carwash replacement are not included nor funded.

Justification

Aging infrastructure, security, and operational efficiency concerns must be addressed in order to continue to provide effective service to the community.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4030-Transportation Capit	-	-	-	-	$3,292,200	-	**$3,292,200**
	4060-Government Facilitie	-	-	-	-	$3,721,600	-	**$3,721,600**
	6020-Water	-	-	-	-	$3,864,700	-	**$3,864,700**
	6120-Solid Waste	-	-	-	-	$3,435,000	-	**$3,435,000**
DESIGN	4030-Transportation Capit	-	-	-	$333,500	-	-	**$333,500**
	4060-Government Facilitie	-	-	-	$377,000	-	-	**$377,000**
	6020-Water	-	-	-	$391,500	-	-	**$391,500**
	6120-Solid Waste	-	-	-	$348,000	-	-	**$348,000**
INTRNL CHG	4030-Transportation Capit	-	-	-	$12,700	$125,100	-	**$137,800**
	4060-Government Facilitie	-	-	-	$14,400	$141,400	-	**$155,800**
	6020-Water	-	-	-	$14,900	$146,800	-	**$161,700**
	6120-Solid Waste	-	-	-	$13,200	$130,500	-	**$143,700**
PUBLIC ART	4030-Transportation Capit	-	-	-	-	$32,900	-	**$32,900**
	4060-Government Facilitie	-	-	-	-	$37,200	-	**$37,200**
	6020-Water	-	-	-	-	$38,600	-	**$38,600**
	6120-Solid Waste	-	-	-	-	$34,000	-	**$34,000**
Grand Total		**-**	**-**	**-**	**$1,505,200**	**$15,000,000**	**-**	**$16,505,200**

Facility Maintenance

COUNCIL CHAMBERS

Package Number	Project Type	Project Number
FY27-36CIP	Facility Maintenance	CIPFC23043

Project Number: CIPFC23043

Description

In addition to the exterior envelope upgrades to City Hall, the Council Chambers exterior will also be upgraded. Including roof replacement.

Justification

Existing City Hall Campus was constructed in 1984. In order to better serve the community and organization, the City Council Chambers needs to be updated to match the aesthetics of the new City Hall.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	1080-General Government	$13,752	-	-	-	-	-	**$13,752**
	4520-Gov Facility-Excise T	$625,817	-	-	-	-	-	**$625,817**
Grand Total		**$639,569**	**-**	**-**	**-**	**-**	**-**	**$639,569**

Facility Maintenance

EXTERIOR BUILDING ENHANCEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Facility Maintenance	CIPFC23070

Project Number: CIPFC23070

Description

This program is to keep exterior aesthetics in line with our current asset philosophy.

Justification

Programmed maintenance of forward-facing systems and components will protect public health and safety, reduce long term life cycle costs, and enable provision of service delivery to the community.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	1080-General Government	$267,233	-	-	-	-	-	**$267,233**
NONCAPITAL	1080-General Government	$20,000	$100,000	$100,000	$100,000	$100,000	$500,000	**$920,000**
Grand Total		**$287,233**	**$100,000**	**$100,000**	**$100,000**	**$100,000**	**$500,000**	**$1,187,233**

Facility Maintenance

CAR WASH REPLACEMENT

Package Number	Project Type	Project Number
FY27-36CIP	Facility Maintenance	CIPFC24044

Project Number: CIPFC24044

Description

This project is repair and rebuild the specialized vehicle wash station on the operations campus.

Justification

The existing facility is operating at about 20% of capacity and needs substantial investment.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	1080-General Government	$2,395	-	-	-	-	-	**$2,395**
	4030-Transportation Capit	$809	-	-	-	-	-	**$809**
	6020-Water	$809	-	-	-	-	-	**$809**
Grand Total		**$4,013**	**-**	**-**	**-**	**-**	**-**	**$4,013**

Facility Maintenance

SPRING CITY DEMOLITION

Package Number	Project Type	Project Number
FY27-36CIP	Facility Maintenance	CIPFC24045

Project Number: CIPFC24045

Description

This building was planned obsolescence in 2004 and is beyond the point of maintenance and repair. This project is to remove hazardous substance and demolish the building.

Justification

This promotes overall health and safety of city employees and removes a hazard.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4030-Transportation Capit	$390,297	-	-	-	-	-	**$390,297**
	4520-Gov Facility-Excise T	$1,550,549	-	-	-	-	-	**$1,550,549**
	6020-Water	$390,297	-	-	-	-	-	**$390,297**
Grand Total		**$2,331,142**	**-**	**-**	**-**	**-**	**-**	**$2,331,142**

Facility Maintenance

ADA PROGRAM

Package Number	Project Type	Project Number
FY27-36CIP	Facility Maintenance	CIPFC24046

Project Number: CIPFC24046

Description

This program is to ensure ADA compliance in buildings identified as a Tier 1 infrastructure. Capital repairs are needed at various locations. Priorities are based upon study prioritization, building usage and identified cost.

Justification

Programmed repair/replacement of ADA components to ensure public access and safety and enable provision of service delivery to the community.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	1080-General Government	$62,186	-	-	-	-	-	**$62,186**
DESIGN	1080-General Government	$50,000	-	-	-	-	-	**$50,000**
Grand Total		**$112,186**	**-**	**-**	**-**	**-**	**-**	**$112,186**

Facility Maintenance

INTERIOR REFRESH PROGRAM

Package Number	Project Type	Project Number
FY27-36CIP	Facility Maintenance	CIPFC24047

Project Number: CIPFC24047

Description

This program ensures City of Glendale's facilities are brought to a standard allowing for efficient delivery of service and components.

Justification

Programmed repair/replacement of systems furniture, flooring, ceiling, and acoustic components to ensure public access, health and safety and enable provision of service delivery to the community.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	1080-General Government	$1,523,967	-	-	-	-	-	**$1,523,967**
NONCAPITAL	1080-General Government	$665,000	$750,000	$300,000	$300,000	$300,000	$1,500,000	**$3,815,000**
Grand Total		**$2,188,967**	**$750,000**	**$300,000**	**$300,000**	**$300,000**	**$1,500,000**	**$5,338,967**

Facility Maintenance

RETRO COMMISSIONING PROGRAM

Package Number	Project Type	Project Number
FY27-36CIP	Facility Maintenance	CIPFC24048

Project Number: CIPFC24048

Description

This program is for the study of existing buildings. Studies will provide insight on correcting underperformance, improving environment and comfort, and optimizing efficiency in aging facilities.

Justification

This program will look at HVAC, controls, IT, security, and building management systems. It will optimize how these systems will work together.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	1080-General Government	$55,500	-	-	-	-	-	**$55,500**
NONCAPITAL	1080-General Government	$730,000	-	-	-	-	-	**$730,000**
Grand Total		**$785,500**	**-**	**-**	**-**	**-**	**-**	**$785,500**

Facility Maintenance

CEMETERY IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Facility Maintenance	CIPFC24049

Project Number: CIPFC24049

Description

Project is to address items at the Glendale Memorial Cemetery needing repair/replacement. Items identified are repair/replacing the irrigation, and purchase a new Columbarium.

Justification

Repairing/ replacing the irrigation will assist with water conservation. A new Columbarium will allow continued revenue while offering options to our citizens.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	1080-General Government	$400,769	-	-	-	-	-	**$400,769**
CONSTRUCT	1080-General Government	-	$150,000	$700,000	-	-	-	**$850,000**
Grand Total		**$400,769**	**$150,000**	**$700,000**	**-**	**-**	**-**	**$1,250,769**

Facility Maintenance

PERFORMANCE BASED CONTRACTS

Package Number	Project Type	Project Number
FY27-36CIP	Facility Maintenance	CIPFC24051

Project Number: CIPFC24051

Description

Performance contracting can be used to consolidate projects in order to leverage energy saving to pay for equipment replacement over a predetermined amount of time. This is more critical as inflation is a major topic and utility cost continue to rise

Justification

Energy cost are going up by 5-13% next year. We have equipment that uses large amounts of energy that needs to be replaced. Programs like this help energy cost in these areas go down & we get new, energy efficient, reliable equipment.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	1080-General Government	$1,203,992	-	-	-	-	-	**$1,203,992**
	4101-2024 Library Bonds	$1,428,348	-	-	-	-	-	**$1,428,348**
	4610-ARPA Capital Projec	$18,884	-	-	-	-	-	**$18,884**
Grand Total		**$2,651,224**	**-**	**-**	**-**	**-**	**-**	**$2,651,224**

Facility Maintenance

GATES AND DOORS RENEWAL PROGRAM

Package Number	Project Type	Project Number
FY27-36CIP	Facility Maintenance	CIPFC25001

Project Number: CIPFC25001

Description

This Program is for the replacement of doors and gates. Most of the Bay Doors and Parking Lot gates in the City of Glendale are original to the facility or are out of Life-Cycle. After a period of being on a consistent Preventative Maintenance we will use the documentation to provide insight and prioritization on correcting inefficiencies in aging facilities.

Justification

This Program will look at controls, motors, operators, security and safety of operating gate and door systems. It will consider life cycle replacement and will ensure operations at the facilities are optimized with minimal downtime.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	1080-General Government	$500,000	-	-	-	-	-	**$500,000**
NONCAPITAL	1080-General Government	$600,000	$300,000	$150,000	$150,000	$150,000	$750,000	**$2,100,000**
Grand Total		**$1,100,000**	**$300,000**	**$150,000**	**$150,000**	**$150,000**	**$750,000**	**$2,600,000**

Facility Maintenance

BRIAN ANDERSON FIELD

Package Number	Project Type	Project Number
FY27-36CIP	Facility Maintenance	CIPFC25022

Project Number: CIPFC25022

Description

Project is to replace the SES (electrical panel) and lighting which is currently not functioning.

Justification

The SES and wiring have been subject to vandalism as well as age and are not-functioning.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4610-ARPA Capital Projec	$961,298	-	-	-	-	-	**$961,298**
Grand Total		**$961,298**	**-**	**-**	**-**	**-**	**-**	**$961,298**

Facility Maintenance

LIONS FIELD

Package Number	Project Type	Project Number
FY27-36CIP	Facility Maintenance	CIPFC27005

Project Number: CIPFC27005

Description

This project funds a Facility Assessment and Use study for the site. Currently used by Transportation and Parks for aggregate and waste storage secondary site. The building and surrounding gates and fence have been vandalized and repaired numerous times over the past two years. With a properly secured site, and a manned facility, Lions Field could be useful to the City. If not, alternatives need to be explored.

Justification

Review of all systems, security, and space programming

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
NONCAPITAL	1080-General Government	$150,000	-	-	-	-	-	**$150,000**
Grand Total		**$150,000**	**-**	**-**	**-**	**-**	**-**	**$150,000**

Facility Maintenance

MANISTEE RANCH BUILDING IMPROVEMENT

Package Number	Project Type	Project Number
FY27-36CIP	Facility Maintenance	CIPFC27006

Project Number: CIPFC27006

Description

This Program Funds on-going replacement of systems, structural repair, and general upkeep of the property. FY27: Painting main Bldg.

Justification

The City of Glendale is contractually bound to provide Corrective Maintenance, Programmed Replacement and CIP activities on the site. Major MEP, Roofing, Fencing, and Interior and Exterior Improvement to the Property and its facilities.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
NONCAPITAL	1080-General Government	$100,000	$150,000	-	-	-	-	**$250,000**
Grand Total		**$100,000**	**$150,000**	**-**	**-**	**-**	**-**	**$250,000**

Facility Maintenance

CIVIC CENTER HVAC REPLACEMENT

Package Number	Project Type	Project Number
FY27-36CIP	Facility Maintenance	CIPFC27008

Project Number: CIPFC27008

Description

This project funds the total replacement of the Civic Center HVAC system including the distribution system.

Justification

Facility is in need of new Chillers, Air Handlers, VAVs and automated controls. Everything is well beyond standard lifecycle and need replacement.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	1080-General Government	$2,100,000	-	-	-	-	-	**$2,100,000**
Grand Total		**$2,100,000**	**-**	**-**	**-**	**-**	**-**	**$2,100,000**

Facility Maintenance

CAMELBACK RANCH MAINTENANCE RESERVE

Package Number	Project Type	Project Number
FY27-36CIP	Facility Maintenance	CIPFC70801

Project Number: CIPFC70801

Description

This project funds capital repair and/or replacement of contractually required components & systems such as HVAC, plumbing, electrical, roofing, interiors, elevators, and other building systems. Glendale's Camelback Ranch is a premier public facility.

Justification

Programmatic replacement of capital systems and components of the complex will reduce overall lifecycle costs while aligning resources with the City's strategic priorities and the Building Asset Philosophy.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	1070-Camelback Ranch	$1,248,307	-	-	-	-	-	**$1,248,307**
NONCAPITAL	1070-Camelback Ranch	$3,275,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$10,000,000	**$21,275,000**
Grand Total		**$4,523,307**	**$2,000,000**	**$2,000,000**	**$2,000,000**	**$2,000,000**	**$10,000,000**	**$22,523,307**

Facility Maintenance

AMPHITHEATER RENOVATIONS

Package Number	Project Type	Project Number
FY27-36CIP	Facility Maintenance	CIPPK77516

Project Number: CIPPK77516

Description

Renovations of the E Lowell Rogers Amphitheater at City Hall. Design and construction is slated for FY26. Construction includes renovation of basement of Council Chambers. O&M does not include personnel or maintenance of audio-visual equip.

Justification

The Amphitheater does not adequately serve as a performance venue. Much of the equipment & systems are in poor condition & must be replaced. The public experience is poor & does not meet modern accessibility standards.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4080-Cultural Facility	$826,914	-	-	-	-	-	**$826,914**
	4081-2024 Cultural Facility	$3,140,336	-	-	-	-	-	**$3,140,336**
	4520-Gov Facility-Excise T	$834,893	-	-	-	-	-	**$834,893**
Grand Total		**$4,802,143**	**-**	**-**	**-**	**-**	**-**	**$4,802,143**

FY 2027-2036 Capital Improvement Program

Landfill
Summary by Funding Source

Funding Source	CARRYOVER	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
6110-Landfill	$1,992,248	$4,896,485	$8,190,900	$8,514,065	$2,737,000	$2,429,990	$19,944,650	**$48,705,338**
Grand Total	**$1,992,248**	**$4,896,485**	**$8,190,900**	**$8,514,065**	**$2,737,000**	**$2,429,990**	**$19,944,650**	**$48,705,338**

FY 2027-2036 Capital Improvement Program

Landfill
Summary by Project

Project Number	Project Title	CARRYOVER	FY 2027	FY 2028	FY 2029	FY 2031	FY 2031	FY 2032-2036	Grand Total
CIPLF19019	LANDFILL COMPACTOR REPLACEMENT	-	$900,000	$945,000	-	-	-	$3,885,000	**$5,730,000**
CIPLF19024	BULLDOZER REPLACEMENTS AND REBUILDS	$146,096	-	$170,000	$1,775,500	$1,500,000	-	$521,000	**$4,112,596**
CIPLF19025	NORTH CELL LINER	-	-	-	$3,742,440	-	-	$3,647,000	**$7,389,440**
CIPLF19091	LANDFILL SCRAPER REPLACEMENT	-	-	-	$1,305,060	-	-	-	**$1,305,060**
CIPLF21030	CLOSED LANDFILLS	$709,300	$600,000	$119,500	$115,000	$115,000	$115,000	$575,000	**$2,348,800**
CIPLF22005	BUILDING IMPROVEMENTS	$299,663	$250,000	-	-	-	-	-	**$549,663**
CIPLF22006	SITE PAVING AND MARKINGS	-	-	-	-	-	$628,800	-	**$628,800**
CIPLF78505	LF NORTH CELL PHASED CONSTRUCTION	-	-	$5,828,700	-	-	-	$6,256,650	**$12,085,350**
CIPLF78506	LANDFILL 4x4 REPLACEMENT TRUCKS	$138,117	$430,000	-	-	-	-	-	**$568,117**
CIPLF78514	SOLID WASTE INSPECTION TRUCKS	-	-	-	$224,065	-	$439,190	-	**$663,255**
CIPLF78522	LANDFILL WATER PULL/TRUCK	-	$1,075,000	-	-	-	-	$1,600,000	**$2,675,000**
CIPLF78532	AUXILIARY EQUIPMENT	-	$500,000	-	-	-	$75,000	-	**$575,000**
CIPLF78534	STORMWATER CONTROLS	-	$406,270	$477,700	$722,000	$722,000	$772,000	$910,000	**$4,009,970**
CIPLF78535	LANDFILL GAS EXTRACTION SYSTEM	$699,073	$735,215	$650,000	$630,000	$400,000	$400,000	$2,550,000	**$6,064,288**
Grand Total		**$1,992,248**	**$4,896,485**	**$8,190,900**	**$8,514,065**	**$2,737,000**	**$2,429,990**	**$19,944,650**	**$48,705,338**

LANDFILL COMPACTOR REPLACEMENT

Package Number	Project Type	Project Number
FY27-36CIP	Landfill	CIPLF19019

Project Number: CIPLF19019

Description

Project funds rebuild or replace 2 landfill compactors and wheels on a 5yr, 10,000 hr schedule. Plan FY27 -Y10 wheel exchange & power train plus rebuild FY28 -Y09 wheel exchange and power train plus rebuild, FY32 -Y10 power train plus rebuild, FY33 - Y09 replacement.

Justification

Compactors are used daily for proper waste placement & to optimize cover materials. Our compactors are outfitted with GPS systems, in order to maximize landfill compaction, improve safety, manage airspace & provide compliance.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
VEHICLE	6110-Landfill	$900,000	$945,000	-	-	-	$3,885,000	**$5,730,000**
Grand Total		**$900,000**	**$945,000**	**-**	**-**	**-**	**$3,885,000**	**$5,730,000**

BULLDOZER REPLACEMENTS AND REBUILDS

Package Number	Project Type	Project Number
FY27-36CIP	Landfill	CIPLF19024

Project Number: CIPLF19024

Description

Project funds rebuild or replace of the 4 landfill bulldozers. FY28-rebuild F08-D8 under carriage, tracks and power train plus rebuild FY29 Rebuild F07-D9 and replace F06-D6, FY30 Replace F05-D8

Justification

The landfill has four (4) bulldozers that are used for a multitude of necessary landfill applications and establishing various haul roads for accessibility. Bulldozers are used to maximize landfill operation efficiency and to meet regulatory permit requirements

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	6110-Landfill	$146,096	-	-	-	-	-	**$146,096**
VEHICLE	6110-Landfill	-	$170,000	$1,775,500	$1,500,000	-	$521,000	**$3,966,500**
Grand Total		**$146,096**	**$170,000**	**$1,775,500**	**$1,500,000**	**-**	**$521,000**	**$4,112,596**

NORTH CELL LINER

Package Number	Project Type	Project Number
FY27-36CIP	Landfill	CIPLF19025

Project Number: CIPLF19025

Description

Project is for design & construction of the liner for North Cell at the Landfill in accordance with our ADEQ approved permit & design plan.

Justification

This liner provides a protective barrier to prevent potential groundwater contamination and is a permit requirement with the Arizona Department of Environmental Quality.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	6110-Landfill	-	-	$3,380,000	-	-	$3,290,000	**$6,670,000**
DESIGN	6110-Landfill	-	-	$200,000	-	-	$200,000	**$400,000**
INTRNL CHG	6110-Landfill	-	-	$128,440	-	-	$125,000	**$253,440**
PUBLIC ART	6110-Landfill	-	-	$34,000	-	-	$32,000	**$66,000**
Grand Total		**-**	**-**	**$3,742,440**	**-**	**-**	**$3,647,000**	**$7,389,440**

LANDFILL SCRAPER REPLACEMENT

Package Number	Project Type	Project Number
FY27-36CIP	Landfill	CIPLF19091

Project Number: CIPLF19091

Description

This project provides for the rebuild and or replacement of the landfill scraper. A replacement is scheduled in FY29 based on usage and estimated life of the scraper, which is evaluated annually. Updated costs include current quotes and inflation.

Justification

The scraper is an essential piece of support equipment that excavates, transports, and stockpiles soil used for covering waste disposed of at the landfill. The scraper effectively enables the City to meet the regulatory requirements of its permit.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
VEHICLE	6110-Landfill	-	-	$1,305,060	-	-	-	**$1,305,060**
Grand Total		**-**	**-**	**$1,305,060**	**-**	**-**	**-**	**$1,305,060**

CLOSED LANDFILLS

Package Number	Project Type	Project Number
FY27-36CIP	Landfill	CIPLF21030

Project Number: CIPLF21030

Description

This project funds closed landfills that require ongoing maintenance. Funding is for work at the closed landfill sites located at 103rd Ave., 99th and Olive, and Butler Drive. The FY26 project will include VRP Funding along with site characterization at 99th and Olive Ave.

Justification

Closed landfills require maintenance from time to time. Improvements can include grading, drainage, fencing, landscaping, and gas management.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	6110-Landfill	$709,300	-	-	-	-	-	**$709,300**
CONSTRUCT	6110-Landfill	$600,000	$119,500	$115,000	$115,000	$115,000	$575,000	**$1,639,500**
Grand Total		**$1,309,300**	**$119,500**	**$115,000**	**$115,000**	**$115,000**	**$575,000**	**$2,348,800**

BUILDING IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Landfill	CIPLF22005

Project Number: CIPLF22005

Description

This project is to keep landfill structures in good operating conditions. The FY26 project will be to complete a thorough evaluation of the existing building and make recommended repairs and upgrades as needed. Examples of areas that will be evaluated are, fire alarm and suppression, HVAC, electrical, water lines, etc.

Justification

Existing facility and infrastructure need to be remodeled in order to utilize space for current recycle processing and transportation needs.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	6110-Landfill	$299,663	-	-	-	-	-	**$299,663**
CONSTRUCT	6110-Landfill	$250,000	-	-	-	-	-	**$250,000**
Grand Total		**$549,663**	**-**	**-**	**-**	**-**	**-**	**$549,663**

SITE PAVING AND MARKINGS

Package Number	Project Type	Project Number
FY27-36CIP	Landfill	CIPLF22006

Project Number: CIPLF22006

Description

This project funds the Landfill site paving and markings to paved surfaces. FY31 - Landfill entrance milling and overlay, signs and markings.

Justification

The Transportation Department recommends paved surfaces be maintained on a prescribed schedule. The entrance and roads should be repaired by performing a micro-seal approximately every 7 years.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	6110-Landfill	-	-	-	-	$600,000	-	**$600,000**
INTRNL CHG	6110-Landfill	-	-	-	-	$22,800	-	**$22,800**
PUBLIC ART	6110-Landfill	-	-	-	-	$6,000	-	**$6,000**
Grand Total		**-**	**-**	**-**	**-**	**$628,800**	**-**	**$628,800**

LF NORTH CELL PHASED CONSTRUCTION

Package Number	Project Type	Project Number
FY27-36CIP	Landfill	CIPLF78505

Project Number: CIPLF78505

Description

This project is for soil excavation and stockpiling for the North Cell phased construction at the Glendale Municipal Landfill (LF) in accordance with the ADEQ permit and approved design.

Justification

Activity includes stockpiling dirt as required for construction of the North Cell and intermittent operation of the South Cell, haul roads, and embankments until final closure, mandated per regulatory agency requirements for continued development of the Landfill.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	6110-Landfill	-	$5,370,000	-	-	-	$5,780,000	**$11,150,000**
DESIGN	6110-Landfill	-	$200,000	-	-	-	$200,000	**$400,000**
INTRNL CHG	6110-Landfill	-	$205,000	-	-	-	$219,650	**$424,650**
PUBLIC ART	6110-Landfill	-	$53,700	-	-	-	$57,000	**$110,700**
Grand Total		**-**	**$5,828,700**	**-**	**-**	**-**	**$6,256,650**	**$12,085,350**

LANDFILL 4x4 REPLACEMENT TRUCKS

Package Number	Project Type	Project Number
FY27-36CIP	Landfill	CIPLF78506

Project Number: CIPLF78506

Description

Funding for replacement of trucks used by landfill staff to monitor ops & perform regulatory inspections; to include: FY27 (3) trucks total; replace 1 mechanic svc truck, 1 tommy lift stake bed truck, and 1 Field Supv Truck

Justification

Trucks are critical to transport staff to locations throughout the LF to ensure operations and regulatory compliance is met. Conditions of the landfill require the truck fleet to be replaced at approximately seven to ten years.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	6110-Landfill	$138,117	-	-	-	-	-	**$138,117**
VEHICLE	6110-Landfill	$430,000	-	-	-	-	-	**$430,000**
Grand Total		**$568,117**	**-**	**-**	**-**	**-**	**-**	**$568,117**

SOLID WASTE INSPECTION TRUCKS

Package Number	Project Type	Project Number
FY27-36CIP	Landfill	CIPLF78514

Project Number: CIPLF78514

Description

This funding provides for replacement of trucks in the Recycling Division. Currently, there are 8 half-ton extended cab pick-up trucks with lift gates and bin delivery truck in the SW Management fleet. Truck replacement plan: FY27-(0) truck, FY29-(1) truck, (1) bin delivery truck, FY31(5)

Justification

Trucks enable inspectors to provide quality control by education and mandated inspections of solid waste containers in accordance with city/state/county requirements in order to have a refuse variance of collection.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
VEHICLE	6110-Landfill	-	-	$224,065	-	$439,190	-	**$663,255**
Grand Total		**-**	**-**	**$224,065**	**-**	**$439,190**	**-**	**$663,255**

LANDFILL WATER PULL/TRUCK

Package Number	Project Type	Project Number
FY27-36CIP	Landfill	CIPLF78522

Project Number: CIPLF78522

Description

This project funds tank refurbishing, pump rebuilds and unit replacements. FY27- replacement of 1 secondary, 5,000-gallon water truck, rebuild large primary water pull truck V10; FY34 -1 large primary water pull truck V10.

Justification

The primary water pull is a critical piece of support equipment for reducing dust and maintaining compliance with the existing air quality permit.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
VEHICLE	6110-Landfill	$1,075,000	-	-	-	-	$1,600,000	**$2,675,000**
Grand Total		**$1,075,000**	**-**	**-**	**-**	**-**	**$1,600,000**	**$2,675,000**

AUXILIARY EQUIPMENT

Package Number	Project Type	Project Number
FY27-36CIP	Landfill	CIPLF78532

Project Number: CIPLF78532

Description

Funds replacement of aux equipment. FY27 replace the transfer facility loader, purchase one additional compactor trailer, purchase additional tarp deployment base.

Justification

The identified equipment has met or exceeded its serviceable life or is not economical to rebuild. This equipment assists in maintaining critical functions required to maintain LF operations to meet regulatory permit requirements.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
EQUIPMENT	6110-Landfill	$500,000	-	-	-	$75,000	-	**$575,000**
Grand Total		**$500,000**	**-**	**-**	**-**	**$75,000**	**-**	**$575,000**

STORMWATER CONTROLS

Package Number	Project Type	Project Number
FY27-36CIP	Landfill	CIPLF78534

Project Number: CIPLF78534

Description

Project funds stormwater controls including berms, culvert down drains, & channels required on the LF footprint as per the approved plans and permits.

Justification

Construction of stormwater controls is mandated by the landfill's regulatory permit with Arizona Department of Environmental Quality (ADEQ).

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	6110-Landfill	$306,270	$327,700	$572,000	$572,000	$622,000	$660,000	**$3,059,970**
DESIGN	6110-Landfill	$100,000	$150,000	$150,000	$150,000	$150,000	$250,000	**$950,000**
Grand Total		**$406,270**	**$477,700**	**$722,000**	**$722,000**	**$772,000**	**$910,000**	**$4,009,970**

LANDFILL GAS EXTRACTION SYSTEM

Package Number	Project Type	Project Number
FY27-36CIP	Landfill	CIPLF78535

Project Number: CIPLF78535

Description

Modifications to the Gas Extraction System includes vertical wellheads, new laterals and horizontal collectors. These items are required to collect landfill gas created from placement of trash.

Justification

As waste is placed and buried it is critical for the LGES to be expanded and modified. These modifications and improvements to the LGES are required to capture the methane and meet the regulatory permit requirements for the landfill.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	6110-Landfill	$699,073	-	-	-	-	-	**$699,073**
CONSTRUCT	6110-Landfill	$635,215	$550,000	$530,000	$300,000	$300,000	$2,050,000	**$4,365,215**
DESIGN	6110-Landfill	$100,000	$100,000	$100,000	$100,000	$100,000	$500,000	**$1,000,000**
Grand Total		**$1,434,288**	**$650,000**	**$630,000**	**$400,000**	**$400,000**	**$2,550,000**	**$6,064,288**

FY 2027-2036 Capital Improvement Program

Library
Summary by Funding Source

Funding Source	CARRYOVER	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
4100-Library Construction	$646,576	-	$15,470,000	$6,049,800	$9,156,000	$1,500,000	$12,200,000	**$45,022,376**
4101-2024 Library Bonds	$2,785,515	-	-	-	-	-	-	**$2,785,515**
4284-2019-DIF Libraries	$156,223	-	-	-	-	-	-	**$156,223**
4520-Gov Facility-Excise Tax 25Bond	$4,749,751	-	-	-	-	-	-	**$4,749,751**
Grand Total	**$8,338,065**	**-**	**$15,470,000**	**$6,049,800**	**$9,156,000**	**$1,500,000**	**$12,200,000**	**$52,713,865**

FY 2027-2036 Capital Improvement Program

Library
Summary by Project

Project Number	Project Title	CARRYOVER	FY 2027	FY 2028	FY 2029	FY 2031	FY 2031	FY 2032-2036	Grand Total
CIPLB19045	VELMA TEAGUE LIBRARY RENOVATION	$4,985,029	-	-	-	-	-	-	**$4,985,029**
CIPLB19046	MAIN LIBRARY RENOVATION	-	-	$2,160,000	$6,049,800	$7,651,000	-	-	**$15,860,800**
CIPLB19066	FOOTHILLS LIBRARY RENOVATION	-	-	-	-	$1,505,000	$1,500,000	$12,200,000	**$15,205,000**
CIPLB23029	HEROES PARK LIBRARY EXPANSION	$156,223	-	-	-	-	-	-	**$156,223**
CIPLB25081	MAIN LIBRARY ROOF PROJECT	$3,196,813	-	$1,310,000	-	-	-	-	**$4,506,813**
CIPLB27044	VELMA TEAGUE REDEVELOPMENT	-	-	$12,000,000	-	-	-	-	**$12,000,000**
Grand Total		**$8,338,065**	**-**	**$15,470,000**	**$6,049,800**	**$9,156,000**	**$1,500,000**	**$12,200,000**	**$52,713,865**

Library

VELMA TEAGUE LIBRARY RENOVATION

Package Number	Project Type	Project Number
FY27-36CIP	Library	CIPLB19045

Project Number: CIPLB19045

Description

Replacement of aged infrastructure including electrical, plumbing, HVAC, roof and gutters, exterior painting and improve functionality without major remodel. Infrastructure assessment and study will refine the project and prioritize needs.

Justification

The library was built in 1971. This project is necessary to extend the life of the structure and provide reliable improve library services.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4100-Library Construction	$235,278	-	-	-	-	-	**$235,278**
	4520-Gov Facility-Excise T	$4,749,751	-	-	-	-	-	**$4,749,751**
Grand Total		**$4,985,029**	**-**	**-**	**-**	**-**	**-**	**$4,985,029**

Library

MAIN LIBRARY RENOVATION

Package Number	Project Type	Project Number
FY27-36CIP	Library	CIPLB19046

Project Number: CIPLB19046

Description

This project is to renew all building systems, including interior renewal and functional remodeling, ADA, and plumbing. Equipment and technology updates are also included.

Justification

The library was built in 1987. This project is necessary to extend the life of the structure, to improve library services, community experience, and the lives of the people we serve. This project will help establish libraries of the future.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4100-Library Construction	-	-	$5,772,000	$7,300,000	-	-	**$13,072,000**
DESIGN	4100-Library Construction	-	$2,080,000	-	-	-	-	**$2,080,000**
INTRNL CHG	4100-Library Construction	-	$80,000	$220,000	$278,000	-	-	**$578,000**
PUBLIC ART	4100-Library Construction	-	-	$57,800	$73,000	-	-	**$130,800**
Grand Total		**-**	**$2,160,000**	**$6,049,800**	**$7,651,000**	**-**	**-**	**$15,860,800**

Library

FOOTHILLS LIBRARY RENOVATION

Package Number	Project Type	Project Number
FY27-36CIP	Library	CIPLB19066

Project Number: CIPLB19066

Description

Renovation and updating of Foothills Library to major building systems, modernization of the functions, technology, and equipment. Cost will be refined as assessment is conducted.

Justification

The library was built in 1999. This project is necessary to extend the life of the structure, to improve library services, community experience, and the lives of the people we serve. This project will help establish libraries of the future.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4100-Library Construction	-	-	-	-	$1,432,000	$11,634,000	**$13,066,000**
DESIGN	4100-Library Construction	-	-	-	$1,450,000	-	-	**$1,450,000**
INTRNL CHG	4100-Library Construction	-	-	-	$55,000	$54,000	$450,000	**$559,000**
PUBLIC ART	4100-Library Construction	-	-	-	-	$14,000	$116,000	**$130,000**
Grand Total		**-**	**-**	**-**	**$1,505,000**	**$1,500,000**	**$12,200,000**	**$15,205,000**

Library

HEROES PARK LIBRARY EXPANSION

Package Number	Project Type	Project Number
FY27-36CIP	Library	CIPLB23029

Project Number: CIPLB23029

Description

Expand programming and community space based on population growth in the area and availability of Development Impact Fee funding. The addition is planned to be on the north side of the existing building and will provide "flex" space to accommodate additional programming, meeting space, and/or space for additional materials or technology.

Justification

Library was designed to accommodate future expansion driven by growth. Based on current utilization rates as well as DIF collections, the first planned expansion must be completed before FY2029.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4284-2019-DIF Libraries	$156,223	-	-	-	-	-	**$156,223**
Grand Total		**$156,223**	**-**	**-**	**-**	**-**	**-**	**$156,223**

Library

MAIN LIBRARY ROOF PROJECT

Package Number	Project Type	Project Number
FY27-36CIP	Library	CIPLB25081

Project Number: CIPLB25081

Description

This project is to replace the Atrium Roofing System at the Main Public Library. A study was completed and determined the existing roof has numerous issues warranting the replacement.

Justification

The study identified chronic leaking, solar heat gain, acoustics, and maintenance issues. Replacing the roof will allow the continued natural light in while mitigating the heat, as well as solving the rainwater leakage.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4100-Library Construction	$411,298	-	-	-	-	-	**$411,298**
	4101-2024 Library Bonds	$2,785,515	-	-	-	-	-	**$2,785,515**
CONSTRUCT	4100-Library Construction	-	$1,250,000	-	-	-	-	**$1,250,000**
INTRNL CHG	4100-Library Construction	-	$47,500	-	-	-	-	**$47,500**
PUBLIC ART	4100-Library Construction	-	$12,500	-	-	-	-	**$12,500**
Grand Total		**$3,196,813**	**$1,310,000**	**-**	**-**	**-**	**-**	**$4,506,813**

Library

VELMA TEAGUE REDEVELOPMENT

Package Number	Project Type	Project Number
FY27-36CIP	Library	CIPLB27044

Project Number: CIPLB27044

Description

The Velma Teague Library Redevelopment will modernize the existing library facility, originally constructed in 1971, to better serve current and future community needs. The project will enhance building systems, accessibility, and interior and exterior spaces to support modern library services, technology, and community programming while meeting current codes and standards.

Justification

Due to the age of the facility, key building systems and layouts no longer fully support modern library services, technology demands, or accessibility expectations. Continued investment in the facility is necessary to address aging infrastructure, enhance safety and code compliance, and provide adaptable spaces that reflect current and future community needs.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4100-Library Construction	-	$12,000,000	-	-	-	-	**$12,000,000**
Grand Total		**-**	**$12,000,000**	**-**	**-**	**-**	**-**	**$12,000,000**

FY 2027-2036 Capital Improvement Program

Parking Lots
Summary by Funding Source

Funding Source	CARRYOVER	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
1080-General Government Capital Prj	$17,082,443	$570,000	$500,000	$250,000	$250,000	$250,000	$1,250,000	**$20,152,443**
Grand Total	**$17,082,443**	**$570,000**	**$500,000**	**$250,000**	**$250,000**	**$250,000**	**$1,250,000**	**$20,152,443**

Parking Lots
Summary by Project

Project Number	Project Title	CARRYOVER	FY 2027	FY 2028	FY 2029	FY 2031	FY 2031	FY 2032-2036	Grand Total
CIPPL19059	RENEW PARKING GARAGES / LOTS	$2,207,443	$500,000	$500,000	$250,000	$250,000	$250,000	$1,250,000	**$5,207,443**
CIPPL24055	VAI PARKING GARAGE INVESTMENT	$14,875,000	-	-	-	-	-	-	**$14,875,000**
CIPPL27003	ARENA PARKING LOT LIGHTS	-	$70,000	-	-	-	-	-	**$70,000**
Grand Total		**$17,082,443**	**$570,000**	**$500,000**	**$250,000**	**$250,000**	**$250,000**	**$1,250,000**	**$20,152,443**

RENEW PARKING GARAGES / LOTS

Package Number	Project Type	Project Number
FY27-36CIP	Parking Lots	CIPPL19059

Project Number: CIPPL19059

Description

Project is to repair existing parking garages & parking lots across the city. Business-critical building lots & garages are highest priority. Lighting in the parking lots is also included. FY27: Thunderbird Paseo Linear Park, Bonsall South Park and resealing lots done in FY26.

Justification

Programmatic repair/renewal of parking lots will reduce long term life cycle costs, reduce safety concerns, improve the city's brand/image. It will align resources with the City's strategic priorities and the Building Asset Philosophy.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	1080-General Government	$2,207,443	-	-	-	-	-	**$2,207,443**
NONCAPITAL	1080-General Government	$500,000	$500,000	$250,000	$250,000	$250,000	$1,250,000	**$3,000,000**
Grand Total		**$2,707,443**	**$500,000**	**$250,000**	**$250,000**	**$250,000**	**$1,250,000**	**$5,207,443**

VAI PARKING GARAGE INVESTMENT

Package Number	Project Type	Project Number
FY27-36CIP	Parking Lots	CIPPL24055

Project Number: CIPPL24055

Description

Funding for the initial 25-year term of the Council approved Parking Garage Space Use Agreement with VAI Resorts, LLC.

Justification

Amount to be paid when the garage construction is completed and a certificate of occupancy is issued by the City.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	1080-General Government	$14,875,000	-	-	-	-	-	**$14,875,000**
Grand Total		**$14,875,000**	**-**	**-**	**-**	**-**	**-**	**$14,875,000**

ARENA PARKING LOT LIGHTS

Package Number	Project Type	Project Number
FY27-36CIP	Parking Lots	CIPPL27003

Project Number: CIPPL27003

Description

Project is to repair parking lot lights in City owned lots around the Arena and Westgate area.

Justification

Parking lot lights are in need of various repairs including hard to access ballast and halide light replacements. These are necessary for safety and security of the parking lots.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
NONCAPITAL	1080-General Government	$70,000	-	-	-	-	-	**$70,000**
Grand Total		**$70,000**	**-**	**-**	**-**	**-**	**-**	**$70,000**

FY 2027-2036 Capital Improvement Program

Parks
Summary by Funding Source

Funding Source	CARRYOVER	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
1080-General Government Capital Prj	$1,092,387	-	-	-	-	-	-	**$1,092,387**
2160-Other Grants	$1,415	$1,500,000	-	-	-	-	-	**$1,501,415**
4050-Parks Construction	$1,660,741	-	$7,365,000	$24,139,699	$46,445,100	$66,082,569	$11,259,380	**$156,952,489**
4090-Open Space/Trail Construction	$8,402,790	-	-	-	-	-	-	**$8,402,790**
4091-2024 Open Space/Trails Bonds	$10,605,953	-	-	-	-	-	-	**$10,605,953**
4092-2025 Open Space/Trails Bonds	$1,700,327	-	-	-	-	-	-	**$1,700,327**
4093-2026 Open Space Bonds	-	$9,796,862	-	-	-	-	-	**$9,796,862**
4383-2019-DIF Parks & Rec	$173,517	-	-	-	-	-	-	**$173,517**
4520-Gov Facility-Excise Tax 25Bond	$5,038,817	-	-	-	-	-	-	**$5,038,817**
4610-ARPA Capital Projects	$638,807	-	-	-	-	-	-	**$638,807**
Grand Total	**$29,314,754**	**$11,296,862**	**$7,365,000**	**$24,139,699**	**$46,445,100**	**$66,082,569**	**$11,259,380**	**$195,903,364**

FY 2027-2036 Capital Improvement Program

Parks
Summary by Project

Project Number	Project Title	CARRYOVER	FY 2027	FY 2028	FY 2029	FY 2031	FY 2031	FY 2032-2036	Grand Total
CIPPK19008	SAHUARO RANCH PARK IMPROVEMENTS	$120,384	-	-	-	-	-	-	**$120,384**
CIPPK19012	DISTRICT IMPROVEMENTS - YUCCA	$58,130	-	-	-	-	-	-	**$58,130**
CIPPK19013	DISTRICT IMPROVEMENTS - SAHUARO	$98,840	-	-	-	-	-	-	**$98,840**
CIPPK19014	DISTRICT IMPROVEMENTS - OCOTILLO	$7,309	-	-	-	-	-	-	**$7,309**
CIPPK19077	THUNDERBIRD CONSV. PARK IMPS.	$10,851,137	$11,296,862	-	-	-	-	-	**$22,147,999**
CIPPK20036	DISTRICT IMPROVEMENTS - CHOLLA	$10,288	-	-	-	-	-	-	**$10,288**
CIPPK20037	DISTRICT IMPROVEMENTS - BARREL	$59,011	-	-	-	-	-	-	**$59,011**
CIPPK20038	DISTRICT IMPROVEMENTS - CACTUS	$58,809	-	-	-	-	-	-	**$58,809**
CIPPK21033	HEROES PARK REC AND AQUATICS CENTER	$80,578	-	$2,500,000	$5,000,000	$38,799,000	$36,701,000	-	**$83,080,578**
CIPPK21042	PARK RESTROOM REPLACEMENT	-	-	$900,000	-	-	-	-	**$900,000**
CIPPK22009	ACOMA PARK IMPROVEMENTS	$312,798	-	-	-	-	-	-	**$312,798**
CIPPK22011	MARY SILVA PARK IMPROVEMENTS	-	-	-	-	$555,000	-	-	**$555,000**
CIPPK22013	HERITAGE PARK IMPROVEMENTS	-	-	-	-	$252,300	-	-	**$252,300**
CIPPK22015	NEW WORLD PARK IMPROVEMENTS	$9,951	-	-	-	-	-	-	**$9,951**
CIPPK22016	MISSION PARK IMPROVEMENTS	-	-	-	-	-	-	$399,000	**$399,000**
CIPPK22018	MONTARA PARK IMPROVEMENTS	$80,238	-	-	-	-	-	-	**$80,238**
CIPPK22022	COUNTRY GABLES PARK IMPROVEMENTS	-	-	-	$75,000	-	-	-	**$75,000**
CIPPK22023	SUNNYSIDE PARK IMPROVEMENTS	-	-	-	$1,138,440	-	-	-	**$1,138,440**
CIPPK22024	TARRINGTON RANCH PARK IMPROVEMENTS	-	-	-	-	-	$555,880	-	**$555,880**
CIPPK22025	FOOTHILLS PARK IMPROVEMENTS	-	-	-	-	$950,000	-	-	**$950,000**
CIPPK22026	NORTHERN HORIZON PARK IMPROVEMENTS	-	-	$100,000	-	$1,500,000	-	-	**$1,600,000**
CIPPK22027	MYRTLE PARK IMPROVEMENTS	-	-	-	$50,000	-	-	-	**$50,000**
CIPPK22028	CLAVELITO PARK IMPROVEMENTS	-	-	-	$442,010	-	-	-	**$442,010**
CIPPK22029	BUTLER PARK IMPROVEMENTS	-	-	$415,000	-	-	-	-	**$415,000**
CIPPK22030	CHOLLA PARK IMPROVEMENTS	$33,649	-	-	-	-	$344,900	-	**$378,549**
CIPPK22032	SKUNK CREEK LINEAR TRAIL	$1,000,000	-	-	-	-	-	-	**$1,000,000**
CIPPK22033	GRAND CANAL LINEAR PARK IMPROVEMENT	$3,185,282	-	-	-	-	-	-	**$3,185,282**
CIPPK22034	THUNDERBIRD PASEO IMPROVEMENTS	$5,120,162	-	-	-	-	-	-	**$5,120,162**
CIPPK22036	NEW RIVER TRAIL IMPROVEMENTS	$552,488	-	-	-	-	-	-	**$552,488**

FY 2027-2036 Capital Improvement Program

Parks
Summary by Project

Project Number	Project Title	CARRYOVER	FY 2027	FY 2028	FY 2029	FY 2031	FY 2031	FY 2032-2036	Grand Total
CIPPK22097	SIERRA VERDE PARK IMPROVEMENTS	$16,507	-	-	-	-	-	-	**$16,507**
CIPPK22100	BONSALL PARK NORTH IMPROVEMENTS	$317,492	-	-	-	-	-	-	**$317,492**
CIPPK22101	HEROES REGIONAL PARK BALLFIELDS	$722,135	-	-	-	-	-	-	**$722,135**
CIPPK23004	PLAZA ROSA PARK IMPROVEMENTS	-	-	-	$380,949	-	-	-	**$380,949**
CIPPK23005	KINGS PARK IMPROVEMENTS	-	-	-	$716,900	-	-	-	**$716,900**
CIPPK23006	DESERT VALLEY PARK IMPROVEMENTS	-	-	-	-	$915,000	-	-	**$915,000**
CIPPK23007	DESERT ROSE PARK IMPROVEMENTS	-	-	-	$900,000	-	-	-	**$900,000**
CIPPK23026	PASEO SPORTS COMPLEX	$1,367,499	-	-	-	-	-	-	**$1,367,499**
CIPPK23027	CHAPPARAL PARK IMPROVEMENTS	-	-	-	$1,450,000	-	-	-	**$1,450,000**
CIPPK23044	MURPHY PARK	$4,665,664	-	-	-	-	-	-	**$4,665,664**
CIPPK24002	ADA UPGRADES	$319,988	-	-	$1,000,000	-	-	-	**$1,319,988**
CIPPK24003	PARKING LOT IMPROVEMENTS	-	-	$700,000	-	-	-	-	**$700,000**
CIPPK24067	COMMUNITY CENTER TECH INVESTMENT	$1,415	-	-	-	-	-	-	**$1,415**
CIPPK25014	HORIZON PARK IMPROVEMENTS	-	-	-	$277,650	-	-	-	**$277,650**
CIPPK25015	ARROWHEAD LAKES PARK IMPROVEMENTS	$265,000	-	-	-	-	-	-	**$265,000**
CIPPK25016	UTOPIA PARK IMPROVEMENTS	-	-	-	-	$656,300	-	-	**$656,300**
CIPPK25017	FOOTHILLS PARK SKATE PARK RENOVATIO	-	-	$2,500,000	-	-	-	-	**$2,500,000**
CIPPK25018	SUNSET VISTA PARK IMPROVEMENTS	-	-	-	$267,550	-	-	-	**$267,550**
CIPPK25019	GREENWAY GRANADA PARK IMPROVEMENTS	-	-	-	-	$817,500	-	-	**$817,500**
CIPPK25020	SUNSET RIDGE PARK IMPROVEMENTS	-	-	-	$267,550	-	-	-	**$267,550**
CIPPK25068	SAHUARO RANCH PARK BUILDOUT	-	-	-	-	-	$27,627,489	-	**$27,627,489**
CIPPK26004	PARK SIGNAGE IMPROVEMENTS	-	-	$150,000	-	-	-	$1,011,880	**$1,161,880**
CIPPK26010	DOS LAGOS PARK IMPROVEMENTS	-	-	-	$955,000	-	-	-	**$955,000**
CIPPK27012	LAWRENCE PARK IMPROVEMENTS	-	-	-	-	-	-	$660,000	**$660,000**
CIPPK27013	SENORITA PARK IMPROVEMENTS	-	-	-	-	-	-	$350,000	**$350,000**
CIPPK27014	VETERANOS PARK IMPROVEMENTS	-	-	-	-	-	-	$65,000	**$65,000**
CIPPK27015	WINDSOR PARK IMPROVEMENTS	-	-	-	-	-	-	$75,000	**$75,000**
CIPPK27016	GARDENWOOD PARK	-	-	-	-	-	-	$45,500	**$45,500**
CIPPK27017	OCOTILLO ROSE PARK IMPROVEMENTS	-	92	-	-	-	-	$531,000	**$531,000**

FY 2027-2036 Capital Improvement Program

Parks
Summary by Project

Project Number	Project Title	CARRYOVER	FY 2027	FY 2028	FY 2029	FY 2031	FY 2031	FY 2032-2036	Grand Total
CIPPK27018	DESERT GARDEN PARK IMPROVEMENTS	-	-	-	-	-	-	$500,000	**$500,000**
CIPPK27019	ORANGEWOOD PARK IMPROVEMENTS	-	-	$100,000	-	-	-	$730,000	**$830,000**
CIPPK27023	TRIANGLE PARK IMPROVEMENTS	-	-	-	-	-	-	$50,000	**$50,000**
CIPPK27024	BONSALL PARK SOUTH IMPROVEMENTS	-	-	-	-	-	-	$1,575,000	**$1,575,000**
CIPPK27025	MEMMINGEN PARK IMPROVEMENTS	-	-	-	-	-	-	$903,000	**$903,000**
CIPPK27026	PASEO NEIGHBORHOOD PARK IMPROVMENTS	-	-	-	-	-	-	$352,000	**$352,000**
CIPPK27027	ORANGEWOOD VISTA PARK IMPROVEMENTS	-	-	-	-	-	-	$500,000	**$500,000**
CIPPK27028	TIERRA BUENA PARK IMPROVEMENTS	-	-	-	-	-	$853,300	-	**$853,300**
CIPPK27029	BICENTENNIAL PARK IMPROVEMENTS	-	-	-	-	-	-	$525,000	**$525,000**
CIPPK27030	MARYLAND LAKES PARK IMPROVEMENTS	-	-	-	-	-	-	$532,000	**$532,000**
CIPPK27031	ROVEY PARK IMPROVEMENTS	-	-	-	-	-	-	$55,000	**$55,000**
CIPPK27032	MANISTEE RANCH PROPERTY IMPROVEMENT	-	-	-	-	-	-	$50,000	**$50,000**
CIPPK27033	GLENDALE ADULT CENTER	-	-	-	-	$2,000,000	-	-	**$2,000,000**
CIPPK27034	ADULT CENTER PARKING IMPROVEMENTS	-	-	-	$365,000	-	-	-	**$365,000**
CIPPK27035	BRIDLE PATH IMPROVEMENTS	-	-	-	-	-	-	$100,000	**$100,000**
CIPPK27036	GLEN LAKES PARK IMPROVEMENTS	-	-	-	-	-	-	$300,000	**$300,000**
CIPPK27037	MORCOMB PARK IMPROVEMENTS	-	-	-	-	-	-	$250,000	**$250,000**
CIPPK27038	FOOTHILLS SPORTS COMPLEX	-	-	-	-	-	-	$1,500,000	**$1,500,000**
CIPPK27039	ROSE LANE POOL REPLACEMENT	-	-	-	$10,000,000	-	-	-	**$10,000,000**
CIPPK27040	BRIAN ANDERSON FIELD IMPROVEMENTS	-	-	-	-	-	-	$200,000	**$200,000**
CIPPK27041	OASIS PARK IMPROVEMENTS	-	-	-	$450,000	-	-	-	**$450,000**
CIPPK73576	FOOTHILLS PARK PICKLEBALL COURTS	-	-	-	$403,650	-	-	-	**$403,650**
Grand Total		**$29,314,754**	**$11,296,862**	**$7,365,000**	**$24,139,699**	**$46,445,100**	**$66,082,569**	**$11,259,380**	**$195,903,364**

SAHUARO RANCH PARK IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK19008

Project Number: CIPPK19008

Description

Project for improvements at Sahuaro Ranch Park. Improvements will include new LED lighting.

Justification

Replacement of infrastructure to address priority items identified in the assessment recommendations.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4520-Gov Facility-Excise T	$120,384	-	-	-	-	-	**$120,384**
Grand Total		**$120,384**	**-**	**-**	**-**	**-**	**-**	**$120,384**

DISTRICT IMPROVEMENTS - YUCCA

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK19012

Project Number: CIPPK19012

Description

Various capital improvements in Yucca District

Justification

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	1080-General Government	$58,130	-	-	-	-	-	**$58,130**
Grand Total		**$58,130**	**-**	**-**	**-**	**-**	**-**	**$58,130**

Parks

DISTRICT IMPROVEMENTS - SAHUARO

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK19013

Project Number: CIPPK19013

Description

Various capital improvements in Sahuaro District

Justification

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	1080-General Government	$98,840	-	-	-	-	-	**$98,840**
Grand Total		**$98,840**	**-**	**-**	**-**	**-**	**-**	**$98,840**

DISTRICT IMPROVEMENTS - OCOTILLO

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK19014

Project Number: CIPPK19014

Description

Various capital improvements in Ocotillo District

Justification

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	1080-General Government	$7,309	-	-	-	-	-	**$7,309**
Grand Total		**$7,309**	**-**	**-**	**-**	**-**	**-**	**$7,309**

THUNDERBIRD CONSV. PARK IMPS.

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK19077

Project Number: CIPPK19077

Description

This project addresses key items developed through public input for the 2011 Glendale Parks and Recreation Master Plan Update. This request is for replacement of aging infrastructure at Thunderbird Conservation Park including repair of existing trails. and replacement/addition of restrooms, ramadas, parking spaces, and roadways.

Justification

This project meets important elements of the master plan including Care of Infrastructure.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
BOND ISSUE	4093-2026 Open Space B	$97,000	-	-	-	-	-	**$97,000**
CARRYOVER	4090-Open Space/Trail Co	$4,221,937	-	-	-	-	-	**$4,221,937**
	4091-2024 Open Space/Tr	$6,629,200	-	-	-	-	-	**$6,629,200**
CONSTRUCT	2160-Other Grants	$1,500,000	-	-	-	-	-	**$1,500,000**
	4093-2026 Open Space B	$9,699,862	-	-	-	-	-	**$9,699,862**
Grand Total		**$22,147,999**	**-**	**-**	**-**	**-**	**-**	**$22,147,999**

DISTRICT IMPROVEMENTS - CHOLLA

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK20036

Project Number: CIPPK20036

Description

Various capital improvements in Cholla District

Justification

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	1080-General Government	$10,288	-	-	-	-	-	**$10,288**
Grand Total		**$10,288**	**-**	**-**	**-**	**-**	**-**	**$10,288**

DISTRICT IMPROVEMENTS - BARREL

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK20037

Project Number: CIPPK20037

Description

Various district improvements in the Barrel District

Justification

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	1080-General Government	$59,011	-	-	-	-	-	**$59,011**
Grand Total		**$59,011**	**-**	**-**	**-**	**-**	**-**	**$59,011**

DISTRICT IMPROVEMENTS - CACTUS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK20038

Project Number: CIPPK20038

Description

Various District Improvements in the Cactus district.

Justification

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	1080-General Government	$58,809	-	-	-	-	-	**$58,809**
Grand Total		**$58,809**	**-**	**-**	**-**	**-**	**-**	**$58,809**

HEROES PARK REC AND AQUATICS CENTER

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK21033

Project Number: CIPPK21033

Description

This project is for the design and construction of the recreation and aquatics center at Heroes Regional Park.

Justification

This project is for the completion of the improvements at Heroes Regional Park per the originally approved 2005 design Concept Report.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4050-Parks Construction	$80,578	-	-	-	-	-	**$80,578**
CONSTRUCT	4050-Parks Construction	-	$900,000	$1,304,000	$34,702,000	$35,100,000	-	**$72,006,000**
DESIGN	4050-Parks Construction	-	$1,500,000	$3,500,000	$3,500,000	$1,000,000	-	**$9,500,000**
INTRNL CHG	4050-Parks Construction	-	$91,000	$183,000	$250,000	$250,000	-	**$774,000**
PUBLIC ART	4050-Parks Construction	-	$9,000	$13,000	$347,000	$351,000	-	**$720,000**
Grand Total		**$80,578**	**$2,500,000**	**$5,000,000**	**$38,799,000**	**$36,701,000**	**-**	**$83,080,578**

PARK RESTROOM REPLACEMENT

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK21042

Project Number: CIPPK21042

Description

This project involves the replacement of the public restrooms at two city parks: Cholla Park and Thunderbird-Paseo @67th Ave to provide restrooms in a single modular unit at these locations.

Justification

City staff has worked to identify and prioritize specific improvements to these facilities.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4050-Parks Construction	-	$676,800	-	-	-	-	**$676,800**
CONTGNCY	4050-Parks Construction	-	$90,000	-	-	-	-	**$90,000**
DESIGN	4050-Parks Construction	-	$90,000	-	-	-	-	**$90,000**
INTRNL CHG	4050-Parks Construction	-	$34,200	-	-	-	-	**$34,200**
PUBLIC ART	4050-Parks Construction	-	$9,000	-	-	-	-	**$9,000**
Grand Total		**-**	**$900,000**	**-**	**-**	**-**	**-**	**$900,000**

ACOMA PARK IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK22009

Project Number: CIPPK22009

Description

This project is for park improvements at Acoma Park. The improvements will include improved irrigation, court resurfacing and a new play structure. These improvements are designed to accommodate increased use and demand at the park.

Justification

This project addresses aging amenities in parks as per the current Parks and Recreation Master Plan and what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4050-Parks Construction	$312,798	-	-	-	-	-	**$312,798**
Grand Total		**$312,798**	**-**	**-**	**-**	**-**	**-**	**$312,798**

MARY SILVA PARK IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK22011

Project Number: CIPPK22011

Description

This project is for improvements at Mary Silva Park. The improvements will include park lighting, irrigation, and site amenities. These improvements are designed to accommodate the increased use and demand at the park.

Justification

Replacement of aging infrastructure in parks as per the current Parks and Recreation Master Plan and what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4050-Parks Construction	-	-	-	$530,000	-	-	**$530,000**
CONTGNCY	4050-Parks Construction	-	-	-	$15,000	-	-	**$15,000**
DESIGN	4050-Parks Construction	-	-	-	$5,000	-	-	**$5,000**
PUBLIC ART	4050-Parks Construction	-	-	-	$5,000	-	-	**$5,000**
Grand Total		**-**	**-**	**-**	**$555,000**	**-**	**-**	**$555,000**

HERITAGE PARK IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK22013

Project Number: CIPPK22013

Description

This project is for improvements at Heritage Park. The improvements will include court resurfacing and updated lighting. These improvements are designed to accommodate the increased use and demand at the park.

Justification

This project addresses aging amenities in parks as per the current Parks and Recreation Master Plan and what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4050-Parks Construction	-	-	-	$230,000	-	-	**$230,000**
CONTGNCY	4050-Parks Construction	-	-	-	$15,000	-	-	**$15,000**
DESIGN	4050-Parks Construction	-	-	-	$5,000	-	-	**$5,000**
PUBLIC ART	4050-Parks Construction	-	-	-	$2,300	-	-	**$2,300**
Grand Total		**-**	**-**	**-**	**$252,300**	**-**	**-**	**$252,300**

NEW WORLD PARK IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK22015

Project Number: CIPPK22015

Description

This project is for improvements at New World Park. The improvements will include improved park lighting. These improvements are designed to accommodate the increased use and demand at the park.

Justification

This project addresses aging amenities in parks as per the current Parks and Recreation Master Plan and what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4610-ARPA Capital Projec	$9,951	-	-	-	-	-	**$9,951**
Grand Total		**$9,951**	**-**	**-**	**-**	**-**	**-**	**$9,951**

MISSION PARK IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK22016

Project Number: CIPPK22016

Description

Improvements at Mission Park. Improvements include park lighting, a new play structure, and a new irrigation system. Improvements are designed to accommodate the increased use and demand at the park.

Justification

Replacement of aging infrastructure in parks as per the current Parks and Recreation Master Plan and what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4050-Parks Construction	-	-	-	-	-	$385,010	**$385,010**
CONTGNCY	4050-Parks Construction	-	-	-	-	-	$10,000	**$10,000**
PUBLIC ART	4050-Parks Construction	-	-	-	-	-	$3,990	**$3,990**
Grand Total		**-**	**-**	**-**	**-**	**-**	**$399,000**	**$399,000**

MONTARA PARK IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK22018

Project Number: CIPPK22018

Description

This project is for park improvements at Montara Park. The improvements will include improved lighting and court resurfacing. These improvements are designed to accommodate increased use and demand at the park.

Justification

This project addresses aging amenities in parks as per the current Parks and Recreation Master Plan and what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4610-ARPA Capital Projec	$80,238	-	-	-	-	-	**$80,238**
Grand Total		**$80,238**	**-**	**-**	**-**	**-**	**-**	**$80,238**

COUNTRY GABLES PARK IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK22022

Project Number: CIPPK22022

Description

This project is for improvements at Country Gables Park. The improvements will include park lighting. These improvements are designed to accommodate the increased use and demand at the park.

Justification

Replacement of aging infrastructure in parks as per the current Parks and Recreation Master Plan and what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4050-Parks Construction	-	-	$69,250	-	-	-	**$69,250**
CONTGNCY	4050-Parks Construction	-	-	$5,000	-	-	-	**$5,000**
PUBLIC ART	4050-Parks Construction	-	-	$750	-	-	-	**$750**
Grand Total		**-**	**-**	**$75,000**	**-**	**-**	**-**	**$75,000**

SUNNYSIDE PARK IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK22023

Project Number: CIPPK22023

Description

This project is for improvements at Sunnyside Park. The improvements will include park lighting, court resurfacing, improved irrigation, and site improvements. These improvements are designed to accommodate the increased use and demand at the park.

Justification

Replacement of aging infrastructure in parks as per the current Parks and Recreation Master Plan and what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4050-Parks Construction	-	-	$1,033,804	-	-	-	**$1,033,804**
CONTGNCY	4050-Parks Construction	-	-	$54,722	-	-	-	**$54,722**
DESIGN	4050-Parks Construction	-	-	$39,722	-	-	-	**$39,722**
PUBLIC ART	4050-Parks Construction	-	-	$10,192	-	-	-	**$10,192**
Grand Total		**-**	**-**	**$1,138,440**	**-**	**-**	**-**	**$1,138,440**

TARRINGTON RANCH PARK IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK22024

Project Number: CIPPK22024

Description

This project is for improvements at Tarrington Ranch Park. The improvements will include court resurfacing, park lighting and a new playground with shade. These improvements are designed to accommodate the increased use and demand at the park.

Justification

Replacement of aging infrastructure in parks as per the current Parks and Recreation Master Plan and what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4050-Parks Construction	-	-	-	-	$535,322	-	**$535,322**
CONTGNCY	4050-Parks Construction	-	-	-	-	$15,000	-	**$15,000**
PUBLIC ART	4050-Parks Construction	-	-	-	-	$5,558	-	**$5,558**
Grand Total		**-**	**-**	**-**	**-**	**$555,880**	**-**	**$555,880**

FOOTHILLS PARK IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK22025

Project Number: CIPPK22025

Description

This project is for improvements at Foothills Park. The improvements will include park lighting and site improvements. These improvements are designed to accommodate the increased use and demand at the park.

Justification

Replacement of aging infrastructure in parks as per the current Parks and Recreation Master Plan and what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4050-Parks Construction	-	-	-	$895,500	-	-	**$895,500**
CONTGNCY	4050-Parks Construction	-	-	-	$25,000	-	-	**$25,000**
DESIGN	4050-Parks Construction	-	-	-	$20,000	-	-	**$20,000**
PUBLIC ART	4050-Parks Construction	-	-	-	$9,500	-	-	**$9,500**
Grand Total		**-**	**-**	**-**	**$950,000**	**-**	**-**	**$950,000**

NORTHERN HORIZON PARK IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK22026

Project Number: CIPPK22026

Description

This project is for improvements at Northern Horizon Park. The improvements will include park lighting and irrigation system improvements. In FY2028, the master plan process would include public outreach efforts to help determine programming and development of the undeveloped areas.

Justification

Replacement of aging infrastructure in parks as per the current Parks and Recreation Master Plan and what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4050-Parks Construction	-	-	-	$1,390,000	-	-	**$1,390,000**
CONTGNCY	4050-Parks Construction	-	-	-	$25,000	-	-	**$25,000**
DESIGN	4050-Parks Construction	-	-	-	$25,000	-	-	**$25,000**
INTRNL CHG	4050-Parks Construction	-	-	-	$45,000	-	-	**$45,000**
PUBLIC ART	4050-Parks Construction	-	-	-	$15,000	-	-	**$15,000**
STUDY	4050-Parks Construction	-	$100,000	-	-	-	-	**$100,000**
Grand Total		**-**	**$100,000**	**-**	**$1,500,000**	**-**	**-**	**$1,600,000**

MYRTLE PARK IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK22027

Project Number: CIPPK22027

Description

This project is for improvements at Myrtle Park. The improvements will include new park lighting and site improvements. These improvements are designed to accommodate the increased use and demand at the park.

Justification

Replacement of aging infrastructure in parks as per the current Parks and Recreation Master Plan and what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4050-Parks Construction	-	-	$47,500	-	-	-	**$47,500**
CONTGNCY	4050-Parks Construction	-	-	$2,000	-	-	-	**$2,000**
PUBLIC ART	4050-Parks Construction	-	-	$500	-	-	-	**$500**
Grand Total		**-**	**-**	**$50,000**	**-**	**-**	**-**	**$50,000**

CLAVELITO PARK IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK22028

Project Number: CIPPK22028

Description

This project is for improvements at Clavelito Park. The improvements will include park lighting and irrigation system improvements. These improvements are designed to accommodate the increased use and demand at the park.

Justification

Replacement of aging infrastructure in parks as per the current Parks and Recreation Master Plan and what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4050-Parks Construction	-	-	$388,965	-	-	-	**$388,965**
CONTGNCY	4050-Parks Construction	-	-	$29,426	-	-	-	**$29,426**
DESIGN	4050-Parks Construction	-	-	$19,426	-	-	-	**$19,426**
PUBLIC ART	4050-Parks Construction	-	-	$4,193	-	-	-	**$4,193**
Grand Total		**-**	**-**	**$442,010**	**-**	**-**	**-**	**$442,010**

BUTLER PARK IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK22029

Project Number: CIPPK22029

Description

This project is for improvements at Butler Park. The improvements will include park lighting, site improvements and a new playground with shade structure. These improvements are designed to accommodate the increased use and demand at the park.

Justification

Replacement of aging infrastructure in parks as per the current Parks and Recreation Master Plan and what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4050-Parks Construction	-	$312,850	-	-	-	-	**$312,850**
CONTGNCY	4050-Parks Construction	-	$25,000	-	-	-	-	**$25,000**
DESIGN	4050-Parks Construction	-	$15,000	-	-	-	-	**$15,000**
EQUIPMENT	4050-Parks Construction	-	$58,000	-	-	-	-	**$58,000**
INTRNL CHG	4050-Parks Construction	-	$4,150	-	-	-	-	**$4,150**
Grand Total		**-**	**$415,000**	**-**	**-**	**-**	**-**	**$415,000**

CHOLLA PARK IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK22030

Project Number: CIPPK22030

Description

This project is for improvements at Cholla Park. The improvements will include park lighting, court resurfacing, and a new playground with shade structure. These improvements are designed to accommodate the increased use and demand at the park.

Justification

Replacement of aging infrastructure in parks as per the current Parks and Recreation Master Plan and what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4050-Parks Construction	$33,649	-	-	-	-	-	**$33,649**
CONSTRUCT	4050-Parks Construction	-	-	-	-	$214,245	-	**$214,245**
CONTGNCY	4050-Parks Construction	-	-	-	-	$28,490	-	**$28,490**
DESIGN	4050-Parks Construction	-	-	-	-	$28,490	-	**$28,490**
EQUIPMENT	4050-Parks Construction	-	-	-	-	$60,000	-	**$60,000**
INTRNL CHG	4050-Parks Construction	-	-	-	-	$10,826	-	**$10,826**
PUBLIC ART	4050-Parks Construction	-	-	-	-	$2,849	-	**$2,849**
Grand Total		**$33,649**	**-**	**-**	**-**	**$344,900**	**-**	**$378,549**

SKUNK CREEK LINEAR TRAIL

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK22032

Project Number: CIPPK22032

Description

Redesign and installation of irrigation and landscaping along paved trail on the Skunk Creek Linear Trail. This 4 + mile trail system was installed in 2002 and is in disrepair.

Justification

Maintaining what we have is a top priority in master plan survey of residents.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4091-2024 Open Space/Tr	$1,000,000	-	-	-	-	-	**$1,000,000**
Grand Total		**$1,000,000**	**-**	**-**	**-**	**-**	**-**	**$1,000,000**

GRAND CANAL LINEAR PARK IMPROVEMENT

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK22033

Project Number: CIPPK22033

Description

This project is for improvements at Grand Canal Linear Park. The improvements will include irrigation system repairs or replacement.

Justification

This project addresses aging amenities in parks as per the current Parks and Recreation Master Plan and what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4090-Open Space/Trail Co	$3,185,282	-	-	-	-	-	**$3,185,282**
Grand Total		**$3,185,282**	**-**	**-**	**-**	**-**	**-**	**$3,185,282**

THUNDERBIRD PASEO IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK22034

Project Number: CIPPK22034

Description

This project is for improvements at Thunderbird Paseo Park. The improvements will include enhanced lighting, improved irrigation, court resurfacing and a new play structure.

Justification

This project addresses aging amenities in parks as per the current Parks and Recreation Master Plan and what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4090-Open Space/Trail Co	$995,570	-	-	-	-	-	**$995,570**
	4091-2024 Open Space/Tr	$2,424,265	-	-	-	-	-	**$2,424,265**
	4092-2025 Open Space/Tr	$1,700,327	-	-	-	-	-	**$1,700,327**
Grand Total		**$5,120,162**	**-**	**-**	**-**	**-**	**-**	**$5,120,162**

NEW RIVER TRAIL IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK22036

Project Number: CIPPK22036

Description

This project is designed to provide a connection between New River Trail South and Heroes Regional Park. The improvements include a new concrete walkway, enhanced lighting, irrigation and plantings.

Justification

This project provides an improved link between existing parks as per the current Parks and Recreation Master Plan and what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4091-2024 Open Space/Tr	$552,488	-	-	-	-	-	**$552,488**
Grand Total		**$552,488**	**-**	**-**	**-**	**-**	**-**	**$552,488**

SIERRA VERDE PARK IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK22097

Project Number: CIPPK22097

Description

This project is for improvements at Sierra Verde Park. The improvements will include lighting and irrigation upgrades. These improvements are designed to accommodate the increased use and demand at the park.

Justification

Replacement of aging infrastructure in parks as per the current Parks and Recreation Master Plan and what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4050-Parks Construction	$16,507	-	-	-	-	-	**$16,507**
Grand Total		**$16,507**	**-**	**-**	**-**	**-**	**-**	**$16,507**

BONSALL PARK NORTH IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK22100

Project Number: CIPPK22100

Description

This project will be a part of the Bonsall Park North Master Plan and the allocated budget will re-locate the volleyball courts to a more desired area of the park.

Justification

This project meets the goal of the Parks and Recreation Master Plan to increase park amenities at existing park locations

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4050-Parks Construction	$317,492	-	-	-	-	-	**$317,492**
Grand Total		**$317,492**	**-**	**-**	**-**	**-**	**-**	**$317,492**

HEROES REGIONAL PARK BALLFIELDS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK22101

Project Number: CIPPK22101

Description

The project is to finish the development of Heroes Park. This phase of the project includes the addition of 3 lighted sports fields (2 natural grass fields and 1 synthetic field), a dog park, mini pitch field, playground, 8 pickleball courts, public restrooms, shade ramadas, and supporting parking lots.

Justification

This project meets the goal of the Parks and Recreation Master Plan to increase park amenities at existing park locations and to further the long-planned development of Heroes Regional Park.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4383-2019-DIF Parks & R	$173,517	-	-	-	-	-	**$173,517**
	4610-ARPA Capital Projec	$548,618	-	-	-	-	-	**$548,618**
Grand Total		**$722,135**	**-**	**-**	**-**	**-**	**-**	**$722,135**

PLAZA ROSA PARK IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK23004

Project Number: CIPPK23004

Description

This project is for park improvements for Plaza Rosa Park. The improvements will include a more efficient irrigation system, new park amenities, court resurfacing and a new play structure.

Justification

This project addresses aging amenities in parks as per the current Parks and Recreation Master Plan and focuses on what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4050-Parks Construction	-	-	$352,894	-	-	-	**$352,894**
CONTGNCY	4050-Parks Construction	-	-	$24,369	-	-	-	**$24,369**
PUBLIC ART	4050-Parks Construction	-	-	$3,686	-	-	-	**$3,686**
Grand Total		**-**	**-**	**$380,949**	**-**	**-**	**-**	**$380,949**

KINGS PARK IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK23005

Project Number: CIPPK23005

Description

This project is for park improvements at Kings Park. The improvements will include a more efficient irrigation system, lighting, a new play structure and new park amenities.

Justification

This project addresses aging amenities in parks as per the current Parks and Recreation Master Plan and focuses on what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4050-Parks Construction	-	-	$566,351	-	-	-	**$566,351**
CONTGNCY	4050-Parks Construction	-	-	$71,690	-	-	-	**$71,690**
DESIGN	4050-Parks Construction	-	-	$71,690	-	-	-	**$71,690**
PUBLIC ART	4050-Parks Construction	-	-	$7,169	-	-	-	**$7,169**
Grand Total		**-**	**-**	**$716,900**	**-**	**-**	**-**	**$716,900**

DESERT VALLEY PARK IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK23006

Project Number: CIPPK23006

Description

This project is for park improvements at Desert Valley Park. The improvements will include a more efficient irrigation system, lighting, a new play structure, amenities and parking lot resurfacing.

Justification

This project addresses aging amenities in parks as per the current Parks and Recreation Master Plan and focuses on what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4050-Parks Construction	-	-	-	$865,850	-	-	**$865,850**
CONTGNCY	4050-Parks Construction	-	-	-	$25,000	-	-	**$25,000**
DESIGN	4050-Parks Construction	-	-	-	$15,000	-	-	**$15,000**
PUBLIC ART	4050-Parks Construction	-	-	-	$9,150	-	-	**$9,150**
Grand Total		**-**	**-**	**-**	**$915,000**	**-**	**-**	**$915,000**

DESERT ROSE PARK IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK23007

Project Number: CIPPK23007

Description

This project is for park improvements at Desert Rose Park. The improvements will include a more efficient irrigation system, lights, new play structures, sport court resurfacing and park amenities.

Justification

This project addresses aging amenities in parks as per the current Parks and Recreation Master Plan and focuses on what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4050-Parks Construction	-	-	$841,000	-	-	-	**$841,000**
CONTGNCY	4050-Parks Construction	-	-	$25,000	-	-	-	**$25,000**
DESIGN	4050-Parks Construction	-	-	$25,000	-	-	-	**$25,000**
PUBLIC ART	4050-Parks Construction	-	-	$9,000	-	-	-	**$9,000**
Grand Total		**-**	**-**	**$900,000**	**-**	**-**	**-**	**$900,000**

PASEO SPORTS COMPLEX

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK23026

Project Number: CIPPK23026

Description

The project updates the sports complex clamshells, dugouts and amenities.

Justification

Replacement of aging infrastructure per the approved Master Plan and what was most important to residents; "maintain what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4050-Parks Construction	$2,499	-	-	-	-	-	**$2,499**
	4520-Gov Facility-Excise T	$1,365,000	-	-	-	-	-	**$1,365,000**
Grand Total		**$1,367,499**	**-**	**-**	**-**	**-**	**-**	**$1,367,499**

CHAPPARAL PARK IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK23027

Project Number: CIPPK23027

Description

Improvements at Chapparal Park include upgrades to lighting, court resurfacing, irrigation and on site amenities. These enhancements are designed to better support the park's growing use and community demand.

Justification

Replacement of aging infrastructure in parks as per the current Parks and Recreation Master Plan and what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4050-Parks Construction	-	-	$1,435,500	-	-	-	**$1,435,500**
PUBLIC ART	4050-Parks Construction	-	-	$14,500	-	-	-	**$14,500**
Grand Total		**-**	**-**	**$1,450,000**	**-**	**-**	**-**	**$1,450,000**

MURPHY PARK

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK23044

Project Number: CIPPK23044

Description

Recognized as a great public space in downtown, modernization improvements will focus on a wholistic approach for a more integrated open space with the amphitheater, library and City Hall facilities. This includes examining pedestrian corridors, arrival points, zones for various activities, wayfinding, hardscape design, enhancing tree canopies, and irrigation & drainage.

Justification

The existing City Hall Campus was constructed in 1984. In order to become a focal point of the downtown, it is important to modernize the park to make it more pedestrian friendly.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	1080-General Government	$800,000	-	-	-	-	-	**$800,000**
	4050-Parks Construction	$312,231	-	-	-	-	-	**$312,231**
	4520-Gov Facility-Excise T	$3,553,433	-	-	-	-	-	**$3,553,433**
Grand Total		**$4,665,664**	**-**	**-**	**-**	**-**	**-**	**$4,665,664**

ADA UPGRADES

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK24002

Project Number: CIPPK24002

Description

This project involves first updating the 2013 American with Disabilities Act Park and Facilities Assessment and then addressing identified deficiencies to bring park facilities into ADA compliance.

Justification

This project is to ensure compliance with the federally adopted American with Disabilities Act and to address any known deficiencies identified by updating the assessment.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4050-Parks Construction	$319,988	-	-	-	-	-	**$319,988**
CONSTRUCT	4050-Parks Construction	-	-	$900,000	-	-	-	**$900,000**
STUDY	4050-Parks Construction	-	-	$100,000	-	-	-	**$100,000**
Grand Total		**$319,988**	**-**	**$1,000,000**	**-**	**-**	**-**	**$1,319,988**

PARKING LOT IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK24003

Project Number: CIPPK24003

Description

This project involves repairs and renovation to parking lots at Bonsall North, Foothills, and New World parks.

Justification

This project addresses needed repairs and renovations in Bonsall North, Foothills, and New World parks as identified in the 2021 Park and Facilities Parking Paving Assessment.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4050-Parks Construction	-	$526,400	-	-	-	-	**$526,400**
CONTGNCY	4050-Parks Construction	-	$70,000	-	-	-	-	**$70,000**
DESIGN	4050-Parks Construction	-	$70,000	-	-	-	-	**$70,000**
INTRNL CHG	4050-Parks Construction	-	$26,600	-	-	-	-	**$26,600**
PUBLIC ART	4050-Parks Construction	-	$7,000	-	-	-	-	**$7,000**
Grand Total		**-**	**$700,000**	**-**	**-**	**-**	**-**	**$700,000**

COMMUNITY CENTER TECH INVESTMENT

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK24067

Project Number: CIPPK24067

Description

Provide broadband internet capacity at O'Neil, Rose Lane and Glendale Community Centers along with the purchase of one-time supplies such as desks, chairs, laptops, tablets, 3D printers and other educational technologies.

Justification

Project is being funded through a Federal Economic Development Initiative Grant to Expand Broadband Internet Service to Areas of the city that are lacking internet capacity.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	2160-Other Grants	$1,415	-	-	-	-	-	**$1,415**
Grand Total		**$1,415**	**-**	**-**	**-**	**-**	**-**	**$1,415**

HORIZON PARK IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK25014

Project Number: CIPPK25014

Description

This project is for improvements at Horizon Park. The improvements will include an updated play structure and new site furnishings. These improvements are designed to accommodate the increased use and demand at the park.

Justification

This project addresses aging amenities in parks as per the current Parks and Recreation Master Plan and what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4050-Parks Construction	-	-	$265,000	-	-	-	**$265,000**
CONTGNCY	4050-Parks Construction	-	-	$10,000	-	-	-	**$10,000**
PUBLIC ART	4050-Parks Construction	-	-	$2,650	-	-	-	**$2,650**
Grand Total		**-**	**-**	**$277,650**	**-**	**-**	**-**	**$277,650**

ARROWHEAD LAKES PARK IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK25015

Project Number: CIPPK25015

Description

This project is for improvements at Arrowhead Lakes Park. The improvements will include an updated play structure and new site furnishings. These improvements are designed to accommodate the increased use and demand at the park.

Justification

This project addresses aging amenities in parks as per the current Parks and Recreation Master Plan and what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4050-Parks Construction	$265,000	-	-	-	-	-	**$265,000**
Grand Total		**$265,000**	**-**	**-**	**-**	**-**	**-**	**$265,000**

UTOPIA PARK IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK25016

Project Number: CIPPK25016

Description

This project is for improvements at Utopia Park. The improvements will include an updated irrigation system. This improvement is designed to accommodate the increased use and demand at the park.

Justification

This project addresses aging amenities in parks as per the current Parks and Recreation Master Plan and what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4050-Parks Construction	-	-	-	$630,000	-	-	**$630,000**
CONTGNCY	4050-Parks Construction	-	-	-	$15,000	-	-	**$15,000**
DESIGN	4050-Parks Construction	-	-	-	$5,000	-	-	**$5,000**
PUBLIC ART	4050-Parks Construction	-	-	-	$6,300	-	-	**$6,300**
Grand Total		**-**	**-**	**-**	**$656,300**	**-**	**-**	**$656,300**

FOOTHILLS PARK SKATE PARK RENOVATIO

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK25017

Project Number: CIPPK25017

Description

This project is for improvements at the Foothills Skate Park. The improvements will include a renovation of the existing skate park and site amenities, including the potential to include bike access in the renovated amenity. This improvement is designed to accommodate the increased use and demand at the skate park.

Justification

This project addresses aging amenities in parks as per the current Parks and Recreation Master Plan and what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4050-Parks Construction	-	$2,322,050	-	-	-	-	**$2,322,050**
CONTGNCY	4050-Parks Construction	-	$50,000	-	-	-	-	**$50,000**
DESIGN	4050-Parks Construction	-	$25,000	-	-	-	-	**$25,000**
INTRNL CHG	4050-Parks Construction	-	$81,700	-	-	-	-	**$81,700**
PUBLIC ART	4050-Parks Construction	-	$21,250	-	-	-	-	**$21,250**
Grand Total		**-**	**$2,500,000**	**-**	**-**	**-**	**-**	**$2,500,000**

SUNSET VISTA PARK IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK25018

Project Number: CIPPK25018

Description

This project is for improvements at Sunset Vista Park. The improvements will include an updated play structure and new site furnishings. These improvements are designed to accommodate the increased use and demand at the park.

Justification

This project addresses aging amenities in parks as per the current Parks and Recreation Master Plan and what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4050-Parks Construction	-	-	$255,000	-	-	-	**$255,000**
CONTGNCY	4050-Parks Construction	-	-	$10,000	-	-	-	**$10,000**
PUBLIC ART	4050-Parks Construction	-	-	$2,550	-	-	-	**$2,550**
Grand Total		**-**	**-**	**$267,550**	**-**	**-**	**-**	**$267,550**

GREENWAY GRANADA PARK IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK25019

Project Number: CIPPK25019

Description

This project is for improvements at Greenway Granada Park. The improvements will include an updated irrigation system. This improvement is designed to accommodate the increased use and demand at the park.

Justification

This project addresses aging amenities in parks as per the current Parks and Recreation Master Plan and what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4050-Parks Construction	-	-	-	$750,000	-	-	**$750,000**
CONTGNCY	4050-Parks Construction	-	-	-	$50,000	-	-	**$50,000**
DESIGN	4050-Parks Construction	-	-	-	$10,000	-	-	**$10,000**
PUBLIC ART	4050-Parks Construction	-	-	-	$7,500	-	-	**$7,500**
Grand Total		**-**	**-**	**-**	**$817,500**	**-**	**-**	**$817,500**

SUNSET RIDGE PARK IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK25020

Project Number: CIPPK25020

Description

This project is for improvements at Sunset Ridge Park. The improvements will include an updated play structure and new site furnishings. These improvements are designed to accommodate the increased use and demand at the park.

Justification

This project addresses aging amenities in parks as per the current Parks and Recreation Master Plan and what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4050-Parks Construction	-	-	$255,000	-	-	-	**$255,000**
CONTGNCY	4050-Parks Construction	-	-	$10,000	-	-	-	**$10,000**
PUBLIC ART	4050-Parks Construction	-	-	$2,550	-	-	-	**$2,550**
Grand Total		**-**	**-**	**$267,550**	**-**	**-**	**-**	**$267,550**

SAHUARO RANCH PARK BUILDOUT

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK25068

Project Number: CIPPK25068

Description

This project is for the build out for the Sahuaro Ranch Park Master Plan. The approved design concept included a splashpad, pickleball courts, a destination playground, a lily pond, streetscape enhancements, automatic entry gates, historic buildings roof restoration, increased visibility of the entrance gates and restoration of the historic groves.

Justification

This project meets the goal of the Parks and Recreation Master Plan to increase park amenities at existing park locations and to further the long-planned development of Heroes Regional Park.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4050-Parks Construction	-	-	-	-	$27,627,489	-	**$27,627,489**
Grand Total		**-**	**-**	**-**	**-**	**$27,627,489**	**-**	**$27,627,489**

PARK SIGNAGE IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK26004

Project Number: CIPPK26004

Description

This project will include an inventory of all existing park signage, designing, producing, and installing new park signage, including rules and regulations signs, and landmark signs, throughout the park system.

Justification

Replacement of aging infrastructure in parks as per the current Parks and Recreation Master Plan and what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4050-Parks Construction	-	-	-	-	-	$950,000	**$950,000**
CONTGNCY	4050-Parks Construction	-	-	-	-	-	$52,380	**$52,380**
DESIGN	4050-Parks Construction	-	$150,000	-	-	-	-	**$150,000**
PUBLIC ART	4050-Parks Construction	-	-	-	-	-	$9,500	**$9,500**
Grand Total		**-**	**$150,000**	**-**	**-**	**-**	**$1,011,880**	**$1,161,880**

DOS LAGOS PARK IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK26010

Project Number: CIPPK26010

Description

This project is for improvements at Dos Lagos Park. The improvements will include a new playground with shade. These improvements are designed to accommodate the increased use and demand at the park.

Justification

Replacement of aging infrastructure in parks as per the current Parks and Recreation Master Plan and what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4050-Parks Construction	-	-	$935,450	-	-	-	**$935,450**
CONTGNCY	4050-Parks Construction	-	-	$10,000	-	-	-	**$10,000**
PUBLIC ART	4050-Parks Construction	-	-	$9,550	-	-	-	**$9,550**
Grand Total		**-**	**-**	**$955,000**	**-**	**-**	**-**	**$955,000**

LAWRENCE PARK IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK27012

Project Number: CIPPK27012

Description

Improvements at Lawrence Park include upgraded lighting, a modernized irrigation system, and court resurfacing. These enhancements are designed to better support the park's growing use and community demand.

Justification

Replacement of aging infrastructure in parks as per the current Parks and Recreation Master Plan and what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4050-Parks Construction	-	-	-	-	-	$648,400	**$648,400**
DESIGN	4050-Parks Construction	-	-	-	-	-	$5,000	**$5,000**
PUBLIC ART	4050-Parks Construction	-	-	-	-	-	$6,600	**$6,600**
Grand Total		**-**	**-**	**-**	**-**	**-**	**$660,000**	**$660,000**

SENORITA PARK IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK27013

Project Number: CIPPK27013

Description

Improvements at Sonorita Park include upgraded lighting, and a new play structure. These enhancements are designed to better support the park's growing use and community demand.

Justification

Replacement of aging infrastructure in parks as per the current Parks and Recreation Master Plan and what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4050-Parks Construction	-	-	-	-	-	$346,500	**$346,500**
PUBLIC ART	4050-Parks Construction	-	-	-	-	-	$3,500	**$3,500**
Grand Total		**-**	**-**	**-**	**-**	**-**	**$350,000**	**$350,000**

VETERANOS PARK IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK27014

Project Number: CIPPK27014

Description

Improvements at Veteranos Park include enhancements to better support the park's growing use and community demand.

Justification

Replacement of aging infrastructure in parks as per the current Parks and Recreation Master Plan and what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4050-Parks Construction	-	-	-	-	-	$64,350	**$64,350**
PUBLIC ART	4050-Parks Construction	-	-	-	-	-	$650	**$650**
Grand Total		**-**	**-**	**-**	**-**	**-**	**$65,000**	**$65,000**

WINDSOR PARK IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK27015

Project Number: CIPPK27015

Description

Improvements at Windsor Park are designed to better support the park's growing use and community demand. Improvements include curbing and landscape.

Justification

Replacement of aging infrastructure in parks as per the current Parks and Recreation Master Plan and what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4050-Parks Construction	-	-	-	-	-	$74,250	**$74,250**
PUBLIC ART	4050-Parks Construction	-	-	-	-	-	$750	**$750**
Grand Total		**-**	**-**	**-**	**-**	**-**	**$75,000**	**$75,000**

GARDENWOOD PARK

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK27016

Project Number: CIPPK27016

Description

Improvements at Gardenwood Park are designed to better support the community's use. Improvements include landscape and seating.

Justification

Replacement of aging infrastructure in parks as per the current Parks and Recreation Master Plan and what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4050-Parks Construction	-	-	-	-	-	$45,000	**$45,000**
PUBLIC ART	4050-Parks Construction	-	-	-	-	-	$500	**$500**
Grand Total		**-**	**-**	**-**	**-**	**-**	**$45,500**	**$45,500**

OCOTILLO ROSE PARK IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK27017

Project Number: CIPPK27017

Description

Improvements at Ocotillo Rose Park include upgraded lighting, a new play structure with poured in place surfacing. These enhancements are designed to better support the park's growing use and community demand.

Justification

Replacement of aging infrastructure in parks as per the current Parks and Recreation Master Plan and what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4050-Parks Construction	-	-	-	-	-	$525,700	**$525,700**
PUBLIC ART	4050-Parks Construction	-	-	-	-	-	$5,300	**$5,300**
Grand Total		**-**	**-**	**-**	**-**	**-**	**$531,000**	**$531,000**

DESERT GARDEN PARK IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK27018

Project Number: CIPPK27018

Description

Improvements at Desert Garden Park include upgraded lighting, and a new play structure. These enhancements are designed to better support the park's growing use and community demand.

Justification

Replacement of aging infrastructure in parks as per the current Parks and Recreation Master Plan and what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4050-Parks Construction	-	-	-	-	-	$495,000	**$495,000**
PUBLIC ART	4050-Parks Construction	-	-	-	-	-	$5,000	**$5,000**
Grand Total		**-**	**-**	**-**	**-**	**-**	**$500,000**	**$500,000**

ORANGEWOOD PARK IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK27019

Project Number: CIPPK27019

Description

Improvements at Orangewood Park include upgraded lighting, and a new play structure. These enhancements are designed to better support the park's growing use and community demand. In FY2028, the master plan process would include public outreach efforts to help determine programming and development of the undeveloped areas.

Justification

Replacement of aging infrastructure in parks as per the current Parks and Recreation Master Plan and what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4050-Parks Construction	-	-	-	-	-	$722,700	**$722,700**
PUBLIC ART	4050-Parks Construction	-	-	-	-	-	$7,300	**$7,300**
STUDY	4050-Parks Construction	-	$100,000	-	-	-	-	**$100,000**
Grand Total		**-**	**$100,000**	**-**	**-**	**-**	**$730,000**	**$830,000**

TRIANGLE PARK IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK27023

Project Number: CIPPK27023

Description

Improvements at Triangle Park include irrigation and landscape upgrades. These enhancements are designed to better support the park's growing use and community demand.

Justification

Replacement of aging infrastructure in parks as per the current Parks and Recreation Master Plan and what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4050-Parks Construction	-	-	-	-	-	$49,500	**$49,500**
PUBLIC ART	4050-Parks Construction	-	-	-	-	-	$500	**$500**
Grand Total		**-**	**-**	**-**	**-**	**-**	**$50,000**	**$50,000**

BONSALL PARK SOUTH IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK27024

Project Number: CIPPK27024

Description

Improvements at Bonsall Park South include LED park lighting, security cameras, and a new irrigation system. Improvements are designed to accommodate the increased use and demand at the park.

Justification

Replacement of aging infrastructure in parks as per the current Parks and Recreation Master Plan and what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4050-Parks Construction	-	-	-	-	-	$1,474,500	**$1,474,500**
DESIGN	4050-Parks Construction	-	-	-	-	-	$25,000	**$25,000**
INTRNL CHG	4050-Parks Construction	-	-	-	-	-	$47,250	**$47,250**
PUBLIC ART	4050-Parks Construction	-	-	-	-	-	$15,750	**$15,750**
STUDY	4050-Parks Construction	-	-	-	-	-	$12,500	**$12,500**
Grand Total		**-**	**-**	**-**	**-**	**-**	**$1,575,000**	**$1,575,000**

MEMMINGEN PARK IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK27025

Project Number: CIPPK27025

Description

Improvements at Memmingen Park include park lighting, a new play structure, and court restriping. Improvements are designed to accommodate the increased use and demand at the park.

Justification

Replacement of aging infrastructure in parks as per the current Parks and Recreation Master Plan and what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4050-Parks Construction	-	-	-	-	-	$841,880	**$841,880**
DESIGN	4050-Parks Construction	-	-	-	-	-	$15,000	**$15,000**
INTRNL CHG	4050-Parks Construction	-	-	-	-	-	$27,090	**$27,090**
PUBLIC ART	4050-Parks Construction	-	-	-	-	-	$9,030	**$9,030**
STUDY	4050-Parks Construction	-	-	-	-	-	$10,000	**$10,000**
Grand Total		**-**	**-**	**-**	**-**	**-**	**$903,000**	**$903,000**

PASEO NEIGHBORHOOD PARK IMPROVMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK27026

Project Number: CIPPK27026

Description

Improvements at the Paseo Neighborhood Park include upgraded lighting, and a new play structure. These enhancements are designed to better support the park's growing use and community demand.

Justification

Replacement of aging infrastructure in parks as per the current Parks and Recreation Master Plan and what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4050-Parks Construction	-	-	-	-	-	$348,480	**$348,480**
PUBLIC ART	4050-Parks Construction	-	-	-	-	-	$3,520	**$3,520**
Grand Total		**-**	**-**	**-**	**-**	**-**	**$352,000**	**$352,000**

ORANGEWOOD VISTA PARK IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK27027

Project Number: CIPPK27027

Description

Improvements at Orangewood Vista Park include upgraded lighting, and a new play structure. These enhancements are designed to better support the park's growing use and community demand.

Justification

Replacement of aging infrastructure in parks as per the current Parks and Recreation Master Plan and what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4050-Parks Construction	-	-	-	-	-	$495,000	**$495,000**
PUBLIC ART	4050-Parks Construction	-	-	-	-	-	$5,000	**$5,000**
Grand Total		**-**	**-**	**-**	**-**	**-**	**$500,000**	**$500,000**

TIERRA BUENA PARK IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK27028

Project Number: CIPPK27028

Description

Improvements at Tierra Buena Park include park lighting, a new play structure, and a new irrigation system. Improvements are designed to accommodate the increased use and demand at the park.

Justification

Replacement of aging infrastructure in parks as per the current Parks and Recreation Master Plan and what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4050-Parks Construction	-	-	-	-	$834,767	-	**$834,767**
DESIGN	4050-Parks Construction	-	-	-	-	$10,000	-	**$10,000**
PUBLIC ART	4050-Parks Construction	-	-	-	-	$8,533	-	**$8,533**
Grand Total		**-**	**-**	**-**	**-**	**$853,300**	**-**	**$853,300**

BICENTENNIAL PARK IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK27029

Project Number: CIPPK27029

Description

Improvements at Bicentennial Park include upgraded LED lighting, and a new play structure. These enhancements are designed to better support the park's growing use and community demand.

Justification

Replacement of aging infrastructure in parks as per the current Parks and Recreation Master Plan and what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4050-Parks Construction	-	-	-	-	-	$519,750	**$519,750**
PUBLIC ART	4050-Parks Construction	-	-	-	-	-	$5,250	**$5,250**
Grand Total		**-**	**-**	**-**	**-**	**-**	**$525,000**	**$525,000**

MARYLAND LAKES PARK IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK27030

Project Number: CIPPK27030

Description

Improvements at Maryland Lakes Park include LED lighting, and a new irrigation system. These enhancements are designed to better support the park's growing use and community demand.

Justification

Replacement of aging infrastructure in parks as per the current Parks and Recreation Master Plan and what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4050-Parks Construction	-	-	-	-	-	$526,680	**$526,680**
PUBLIC ART	4050-Parks Construction	-	-	-	-	-	$5,320	**$5,320**
Grand Total		**-**	**-**	**-**	**-**	**-**	**$532,000**	**$532,000**

ROVEY PARK IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK27031

Project Number: CIPPK27031

Description

Improvements at Rovey Park include a LED light upgrade and are designed to better support the park's growing use and community demand. Improvements include curbing and landscape

Justification

Replacement of aging infrastructure in parks as per the current Parks and Recreation Master Plan and what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4050-Parks Construction	-	-	-	-	-	$54,450	**$54,450**
PUBLIC ART	4050-Parks Construction	-	-	-	-	-	$550	**$550**
Grand Total		**-**	**-**	**-**	**-**	**-**	**$55,000**	**$55,000**

MANISTEE RANCH PROPERTY IMPROVEMENT

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK27032

Project Number: CIPPK27032

Description

Improvements at Manistee Ranch include upgraded lighting, and landscape. These enhancements are designed to better support the park's growing use and community demand.

Justification

Replacement of aging infrastructure in parks as per the current Parks and Recreation Master Plan and what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4050-Parks Construction	-	-	-	-	-	$45,000	**$45,000**
PUBLIC ART	4050-Parks Construction	-	-	-	-	-	$5,000	**$5,000**
Grand Total		**-**	**-**	**-**	**-**	**-**	**$50,000**	**$50,000**

GLENDALE ADULT CENTER

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK27033

Project Number: CIPPK27033

Description

Improvements at the Glendale Adult Center includes renovation/replacement of multiple critical components to building updates. These upgrades include new flooring, front office, and welcome desk renovation. These enhancements are designed to better support the buildings growing use and community demand.

Justification

The Parks and Recreation Master Plan was approved to prioritize resource allocation decisions for new facilities and rehabilitation projects, programs, and services to create outstanding recreation opportunities, well-maintained facilities, and a customer-focused and responsive park and recreation system.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4050-Parks Construction	-	-	-	$1,900,000	-	-	**$1,900,000**
DESIGN	4050-Parks Construction	-	-	-	$15,000	-	-	**$15,000**
INTRNL CHG	4050-Parks Construction	-	-	-	$60,000	-	-	**$60,000**
PUBLIC ART	4050-Parks Construction	-	-	-	$20,000	-	-	**$20,000**
STUDY	4050-Parks Construction	-	-	-	$5,000	-	-	**$5,000**
Grand Total		**-**	**-**	**-**	**$2,000,000**	**-**	**-**	**$2,000,000**

ADULT CENTER PARKING IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK27034

Project Number: CIPPK27034

Description

Improvements at the Glendale Adult Center parking lot will include new irrigation and landscape and upgraded LED lighting.

Justification

The current Parks and Recreation Master Plan prioritizes resource allocation decisions for new facilities and rehabilitation projects, programs, and services to create outstanding recreation opportunities, well-maintained facilities, and a customer-focused and responsive park and recreation system.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4050-Parks Construction	-	-	$361,350	-	-	-	**$361,350**
PUBLIC ART	4050-Parks Construction	-	-	$3,650	-	-	-	**$3,650**
Grand Total		**-**	**-**	**$365,000**	**-**	**-**	**-**	**$365,000**

BRIDLE PATH IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK27035

Project Number: CIPPK27035

Description

Improvements along the Bridle Path are designed to better support the paths growing use and community demand. Improvements include path improvements.

Justification

Replacement of aging infrastructure in parks as per the current Parks and Recreation Master Plan and what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4050-Parks Construction	-	-	-	-	-	$90,500	**$90,500**
PUBLIC ART	4050-Parks Construction	-	-	-	-	-	$1,000	**$1,000**
STUDY	4050-Parks Construction	-	-	-	-	-	$8,500	**$8,500**
Grand Total		**-**	**-**	**-**	**-**	**-**	**$100,000**	**$100,000**

GLEN LAKES PARK IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK27036

Project Number: CIPPK27036

Description

Improvements at Glen Lakes Park are designed to better support the park's growing use and community demand. Improvements include irrigation and landscape.

Justification

Replacement of aging infrastructure in parks as per the current Parks and Recreation Master Plan and what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4050-Parks Construction	-	-	-	-	-	$255,000	**$255,000**
PUBLIC ART	4050-Parks Construction	-	-	-	-	-	$30,000	**$30,000**
STUDY	4050-Parks Construction	-	-	-	-	-	$15,000	**$15,000**
Grand Total		**-**	**-**	**-**	**-**	**-**	**$300,000**	**$300,000**

MORCOMB PARK IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK27037

Project Number: CIPPK27037

Description

Improvements at Morcomb Park include upgraded lighting, and security cameras. These enhancements are designed to better support the park's security and aging infrastructure.

Justification

Replacement of aging infrastructure in parks as per the current Parks and Recreation Master Plan and what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4050-Parks Construction	-	-	-	-	-	$232,500	**$232,500**
DESIGN	4050-Parks Construction	-	-	-	-	-	$7,500	**$7,500**
INTRNL CHG	4050-Parks Construction	-	-	-	-	-	$7,500	**$7,500**
PUBLIC ART	4050-Parks Construction	-	-	-	-	-	$2,500	**$2,500**
Grand Total		**-**	**-**	**-**	**-**	**-**	**$250,000**	**$250,000**

FOOTHILLS SPORTS COMPLEX

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK27038

Project Number: CIPPK27038

Description

This project is for improvements at the Foothills Sports Complex. The improvements will include updated sports field lighting. This improvement is designed to accommodate the increased use and demand at the fields.

Justification

Replacement of aging infrastructure in parks as per the current Parks and Recreation Master Plan and what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4050-Parks Construction	-	-	-	-	-	$1,470,000	**$1,470,000**
DESIGN	4050-Parks Construction	-	-	-	-	-	$15,000	**$15,000**
PUBLIC ART	4050-Parks Construction	-	-	-	-	-	$15,000	**$15,000**
Grand Total		**-**	**-**	**-**	**-**	**-**	**$1,500,000**	**$1,500,000**

ROSE LANE POOL REPLACEMENT

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK27039

Project Number: CIPPK27039

Description

The current pool at Rose Lane Aquatics Center will be removed and replaced.

Justification

Replacement of aging infrastructure in parks as per the current Parks and Recreation Master Plan and what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4050-Parks Construction	-	-	$9,500,000	-	-	-	**$9,500,000**
DESIGN	4050-Parks Construction	-	-	$50,000	-	-	-	**$50,000**
INTRNL CHG	4050-Parks Construction	-	-	$300,000	-	-	-	**$300,000**
PUBLIC ART	4050-Parks Construction	-	-	$100,000	-	-	-	**$100,000**
STUDY	4050-Parks Construction	-	-	$50,000	-	-	-	**$50,000**
Grand Total		**-**	**-**	**$10,000,000**	**-**	**-**	**-**	**$10,000,000**

BRIAN ANDERSON FIELD IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK27040

Project Number: CIPPK27040

Description

Improvements at the Brian Anderson Field includes upgrades on site amenities like bleachers and backstops. These enhancements are designed to better support the park's growing use and community demand.

Justification

Replacement of aging infrastructure in parks as per the current Parks and Recreation Master Plan and what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4050-Parks Construction	-	-	-	-	-	$198,000	**$198,000**
PUBLIC ART	4050-Parks Construction	-	-	-	-	-	$2,000	**$2,000**
Grand Total		**-**	**-**	**-**	**-**	**-**	**$200,000**	**$200,000**

OASIS PARK IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK27041

Project Number: CIPPK27041

Description

Improvements at Oasis Park include upgraded LED lighting, and a new play structure. These enhancements are designed to better support the park's growing use and community demand.

Justification

Replacement of aging infrastructure in parks as per the current Parks and Recreation Master Plan and what was most important to residents; "maintain and improve what we have".

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4050-Parks Construction	-	-	$445,500	-	-	-	**$445,500**
PUBLIC ART	4050-Parks Construction	-	-	$4,500	-	-	-	**$4,500**
Grand Total		**-**	**-**	**$450,000**	**-**	**-**	**-**	**$450,000**

FOOTHILLS PARK PICKLEBALL COURTS

Package Number	Project Type	Project Number
FY27-36CIP	Parks	CIPPK73576

Project Number: CIPPK73576

Description

This project is for the construction of new pickleball courts at Foothills Park to accommodate increased interest and demand in the community.

Justification

This project addresses aging amenities in parks as per the current Parks and Recreation Master Plan key strategy of "Maintain and enhance park and recreation facilities and programs to promote community interaction, healthy lifestyles and safety."

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4050-Parks Construction	-	-	$365,000	-	-	-	**$365,000**
CONTGNCY	4050-Parks Construction	-	-	$25,000	-	-	-	**$25,000**
DESIGN	4050-Parks Construction	-	-	$10,000	-	-	-	**$10,000**
PUBLIC ART	4050-Parks Construction	-	-	$3,650	-	-	-	**$3,650**
Grand Total		**-**	**-**	**$403,650**	**-**	**-**	**-**	**$403,650**

FY 2027-2036 Capital Improvement Program

Public Safety
Summary by Funding Source

Funding Source	CARRYOVER	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
1080-General Government Capital Prj	$18,232,491	$8,455,876	$1,730,274	$8,190,494	$7,624,441	$16,245,100	$8,695,000	**$69,173,676**
2200-Training Facility Revenue	$2,830,188	$1,361,000	$1,700,000	$177,341	$226,337	$35,000,000	-	**$41,294,866**
4040-Public Safety Construction	$13,877	-	$61,722,677	$51,041,148	$32,872,980	$22,398,300	$72,594,129	**$240,643,111**
4041-2024 Public Safety Bonds	$11,307,034	-	-	-	-	-	-	**$11,307,034**
4042-2025 Public Safety Bonds	$14,098,912	-	-	-	-	-	-	**$14,098,912**
4043-2026 Public Safety Bonds	-	$6,044,211	-	-	-	-	-	**$6,044,211**
4173-2019-DIF Fire	$37,500	-	-	$6,500,000	-	-	-	**$6,537,500**
4223-2019-DIF Police	-	-	-	-	-	-	$7,000,000	**$7,000,000**
4520-Gov Facility-Excise Tax 25Bond	$4,483,128	-	-	-	-	-	-	**$4,483,128**
4610-ARPA Capital Projects	$137,840	-	-	-	-	-	-	**$137,840**
Grand Total	**$51,140,970**	**$15,861,087**	**$65,152,951**	**$65,908,983**	**$40,723,758**	**$73,643,400**	**$88,289,129**	**$400,720,277**

FY 2027-2036 Capital Improvement Program

Public Safety
Summary by Project

Project Number	Project Title	CARRYOVER	FY 2027	FY 2028	FY 2029	FY 2031	FY 2031	FY 2032-2036	Grand Total
CIPFC20036	GRPSTC DRIVERS TRAINING TRACK	-	-	$1,200,000	-	-	-	-	**$1,200,000**
CIPFC24061	GRPSTC MISCELLANEOUS REPAIRS	-	$100,000	-	-	-	-	-	**$100,000**
CIPPS19029	FIRE STATION #153 REPLACEMENT	$70,516	-	-	-	-	-	-	**$70,516**
CIPPS19030	POLICE EVIDENCE STORAGE FACILITY	$137,840	-	-	-	-	-	-	**$137,840**
CIPPS19041	MAIN PUBLIC SAFETY BLDG RENOVATION	$8,801,671	$700,000	$2,319,994	$17,730,006	-	-	-	**$29,551,671**
CIPPS19043	GATEWAY POLICE STATION RENOVATION	$74,536	-	-	-	$3,116,834	$12,883,166	-	**$16,074,536**
CIPPS19044	FIRE STATION #154 CONSTRUCTION	$6,178,342	$287,211	$7,179,803	-	-	-	-	**$13,645,356**
CIPPS19049	FIRE STATION - WESTERN AREA	-	-	-	-	-	-	$20,000,000	**$20,000,000**
CIPPS19051	FIRE STATION #156 RENOVATION	-	-	-	$482,759	$4,344,833	-	-	**$4,827,592**
CIPPS19052	FIRE STATION #157 RENOVATION	-	-	-	-	-	$560,000	$5,094,129	**$5,654,129**
CIPPS19053	POLICE STATION -WEST AREA	-	-	-	-	-	-	$7,000,000	**$7,000,000**
CIPPS23002	LP15 HEART MONITOR REPLACEMENT	$113,661	-	-	-	-	$3,500,000	-	**$3,613,661**
CIPPS23003	FIRE RADIO REPLACEMENT	$2,795	$50,000	$50,000	$50,000	$1,211,250	$1,211,250	-	**$2,575,295**
CIPPS23031	POLICE CRIME LABORATORY	$4,000,000	$4,545,000	$13,120,060	$24,879,940	$7,500,000	-	-	**$54,045,000**
CIPPS24004	FIRE CAPITAL ASSET REPLACEMENT PROG	-	-	-	-	$285,000	$5,859,312	-	**$6,144,312**
CIPPS24005	GRPSTC FIRE HYDRANT REPLACEMENT	-	-	-	$177,341	$226,337	-	-	**$403,678**
CIPPS24050	FIRE STATION - 1510	$37,500	-	$8,602,820	$12,090,000	$10,315,000	-	-	**$31,045,320**
CIPPS24054	REPLACE GRPSTC CLASS A BURN BLDG	$40,500	-	-	-	-	-	-	**$40,500**
CIPPS24057	POLICE DEPARTMENT RADIO REPLACEMENT	$967,245	$1,500,000	-	-	-	-	-	**$2,467,245**
CIPPS25003	FIRE MOBILE COMPUTER TERMINALS-MCTs	$402,800	-	-	$1,125,000	-	-	-	**$1,527,800**
CIPPS25025	MARKED CARTRIDGE / BIG BOX PROP	$1,500,000	-	-	-	-	-	-	**$1,500,000**
CIPPS25026	GRPSTC CIP PROGRAM (MASTER PLAN)	-	-	-	-	-	$35,000,000	-	**$35,000,000**
CIPPS25027	CONNEX BOX BASIC SKILLS PROP	-	-	$500,000	-	-	-	-	**$500,000**
CIPPS25083	GRPSTC FACILITY UPGRADES	$50,707	-	-	-	-	-	-	**$50,707**
CIPPS26005	FIRE RESOURCE CENTER REPLACEMENT	$149,072	-	-	-	-	-	$45,000,000	**$45,149,072**
CIPPS26006	GRPSTC LIFT STATION ASSESS & REHAB	$618,291	-	-	-	-	-	-	**$618,291**

FY 2027-2036 Capital Improvement Program

Public Safety
Summary by Project

Project Number	Project Title	CARRYOVER	FY 2027	FY 2028	FY 2029	FY 2031	FY 2031	FY 2032-2036	Grand Total
CIPPS26007	FIRE STATIONS INGRESS & EGRESS ENHA	$1,192,574	$1,212,000	$500,000	$500,000	$500,000	$500,000	$2,500,000	**$6,904,574**
CIPPS26008	GRPSTC HVAC RENEWAL	-	$320,000	-	-	-	-	-	**$320,000**
CIPPS26009	FIRING RANGE REDESIGN	$620,690	$700,000	-	-	-	-	-	**$1,320,690**
CIPPS26016	INDOOR SHOOTING RANGE	-	-	$30,000,000	-	-	-	-	**$30,000,000**
CIPPS26017	FOOTHILLS PUBLIC SAFETY BLDG RENO	$4,953,111	-	-	$1,858,443	$7,096,313	$8,455,134	-	**$22,363,001**
CIPPS27010	PREEMPTION OF TRAFFIC SIGNALS	-	-	$1,000,000	-	-	-	-	**$1,000,000**
CIPPS27045	GRPSTC FIRE RECRUIT ACADEMY ENHANCE	-	$241,000	-	-	-	-	-	**$241,000**
CIPPS70806	REPLACEMENT OF AIRPACKS	-	$5,830,876	$105,500	-	-	-	-	**$5,936,376**
CIPPS70814	FIRE APPARATUS REPLACEMENT	$21,229,118	$375,000	$574,774	$7,015,494	$6,128,191	$5,674,538	$8,695,000	**$49,692,115**
Grand Total		**$51,140,970**	**$15,861,087**	**$65,152,951**	**$65,908,983**	**$40,723,758**	**$73,643,400**	**$88,289,129**	**$400,720,277**

Public Safety

GRPSTC DRIVERS TRAINING TRACK

Package Number	Project Type	Project Number
FY27-36CIP	Public Safety	CIPFC20036

Project Number: CIPFC20036

Description

Slurry seal & top coat the GRPSTC Drivers Track to extend the life and protect the pavement of the Drivers Track.

Justification

Due to it's heavy use, it is recommended we "slurry seal" and topcoat the track every 3 years to extend the life of the asphalt, protect it from further UV damage, and prevent cracking. It is also recommended that full resurfacing be done every 7 years.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
NONCAPITAL	2200-Training Facility Rev	-	$1,200,000	-	-	-	-	**$1,200,000**
Grand Total		**-**	**$1,200,000**	**-**	**-**	**-**	**-**	**$1,200,000**

Public Safety

GRPSTC MISCELLANEOUS REPAIRS

Package Number	Project Type	Project Number
FY27-36CIP	Public Safety	CIPFC24061

Project Number: CIPFC24061

Description

This project supports repair of major building components and systems such as HVAC, plumbing, electrical, roong, interiors, elevators, and other building systems that have failed at GRPSTC.

Justification

Repairing buildings will align resources with the City's strategic priorities including- reducing long term life cycle costs, protecting public health and safety, and improving service delivery to the community.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
NONCAPITAL	2200-Training Facility Rev	$100,000	-	-	-	-	-	**$100,000**
Grand Total		**$100,000**	**-**	**-**	**-**	**-**	**-**	**$100,000**

FIRE STATION #153 REPLACEMENT

Package Number	Project Type	Project Number
FY27-36CIP	Public Safety	CIPPS19029

Project Number: CIPPS19029

Description

Total replacement of the current 7,400 gross sq. ft. (2-bay)fire station with a new approx. 11,500 gross sq.ft. (3 bay) facility. The project includes the demolition of a retired adjacent community center, approx. 5,000 gross sq.ft.

Justification

The station was constructed in 1974 and components are beyond their useful life, and does not support additional apparatus or space for decontamination. Preventative measures should be taken to mitigate carcinogen exposure for firefighters.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4041-2024 Public Safety B	$70,516	-	-	-	-	-	**$70,516**
Grand Total		**$70,516**	**-**	**-**	**-**	**-**	**-**	**$70,516**

Operating Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CIP O&M		-	$57,053	$58,764	$60,527	$62,343	$340,918	**$579,605**
Grand Total		**-**	**$57,053**	**$58,764**	**$60,527**	**$62,343**	**$340,918**	**$579,605**

POLICE EVIDENCE STORAGE FACILITY

Package Number	Project Type	Project Number
FY27-36CIP	Public Safety	CIPPS19030

Project Number: CIPPS19030

Description

New warehouse type facility for police evidence, property storage, and management.

Justification

Current off-site storage facility is being decommissioned. On site storage is at capacity. Location of new evidence storage facility greatly reduces the risk of breaching Chain of Custody and is considered a best practice.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4610-ARPA Capital Projec	$137,840	-	-	-	-	-	**$137,840**
Grand Total		**$137,840**	**-**	**-**	**-**	**-**	**-**	**$137,840**

Operating Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CIP O&M		-	$347,883	$358,319	$369,069	$380,141	$2,078,765	**$3,534,177**
Grand Total		**-**	**$347,883**	**$358,319**	**$369,069**	**$380,141**	**$2,078,765**	**$3,534,177**

MAIN PUBLIC SAFETY BLDG RENOVATION

Package Number	Project Type	Project Number
FY27-36CIP	Public Safety	CIPPS19041

Project Number: CIPPS19041

Description

This project is for design and construction of infrastructure needs at the Main PSB to include plumbing, electrical and some interior finishes. Carryover funding exists for Design & minor Construction for FY27.

Justification

Components of the building have exceeded their useful life. This location requires significant infrastructure upgrades to meet the business needs of the department.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4041-2024 Public Safety B	$2,056,024	-	-	-	-	-	**$2,056,024**
	4042-2025 Public Safety B	$6,745,647	-	-	-	-	-	**$6,745,647**
CONSTRUCT	4040-Public Safety Constr	-	-	$16,931,200	-	-	-	**$16,931,200**
DESIGN	4040-Public Safety Constr	-	$2,218,588	-	-	-	-	**$2,218,588**
INTRNL CHG	4040-Public Safety Constr	-	$101,406	$622,806	-	-	-	**$724,212**
NONCAPITAL	1080-General Government	$700,000	-	-	-	-	-	**$700,000**
PUBLIC ART	4040-Public Safety Constr	-	-	$176,000	-	-	-	**$176,000**
Grand Total		**$9,501,671**	**$2,319,994**	**$17,730,006**	**-**	**-**	**-**	**$29,551,671**

GATEWAY POLICE STATION RENOVATION

Package Number	Project Type	Project Number
FY27-36CIP	Public Safety	CIPPS19043

Project Number: CIPPS19043

Description

This project is for design and construction of a complete renovation of the Gateway police substation to include infrastructure needs as well as functionality. Infrastructure needs identfied in the building assessment include roof, and parking.

Justification

The Gateway substation requires significant infrastructure and modernization to meet the business needs of the police department including additional space for parking to continue meeting the needs of the community.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4042-2025 Public Safety B	$74,536	-	-	-	-	-	**$74,536**
CONSTRUCT	4040-Public Safety Constr	-	-	-	$1,600,000	$12,252,924	-	**$13,852,924**
DESIGN	4040-Public Safety Constr	-	-	-	$1,400,000	-	-	**$1,400,000**
INTRNL CHG	4040-Public Safety Constr	-	-	-	$116,834	$489,560	-	**$606,394**
PUBLIC ART	4040-Public Safety Constr	-	-	-	-	$140,682	-	**$140,682**
Grand Total		**$74,536**	**-**	**-**	**$3,116,834**	**$12,883,166**	**-**	**$16,074,536**

FIRE STATION #154 CONSTRUCTION

Package Number	Project Type	Project Number
FY27-36CIP	Public Safety	CIPPS19044

Project Number: CIPPS19044

Description

This project relocation and build of Fire Station 154. Included in the budget is the project cost minus land costs.

Justification

The station was constructed in 1982 and components are beyond their useful life.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
BOND ISSUE	4043-2026 Public Safety B	$2,872	-	-	-	-	-	**$2,872**
CARRYOVER	4040-Public Safety Constr	$13,877	-	-	-	-	-	**$13,877**
	4041-2024 Public Safety B	$5,180,493	-	-	-	-	-	**$5,180,493**
	4042-2025 Public Safety B	$983,972	-	-	-	-	-	**$983,972**
CONSTRUCT	4040-Public Safety Constr	-	$6,790,341	-	-	-	-	**$6,790,341**
	4043-2026 Public Safety B	$284,339	-	-	-	-	-	**$284,339**
INTRNL CHG	4040-Public Safety Constr	-	$272,833	-	-	-	-	**$272,833**
PUBLIC ART	4040-Public Safety Constr	-	$116,629	-	-	-	-	**$116,629**
Grand Total		**$6,465,553**	**$7,179,803**	**-**	**-**	**-**	**-**	**$13,645,356**

Operating Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CIP O&M		-	$83,492	$85,997	$88,576	$91,234	$498,904	**$848,203**
Grand Total		**-**	**$83,492**	**$85,997**	**$88,576**	**$91,234**	**$498,904**	**$848,203**

FIRE STATION - WESTERN AREA

Package Number	Project Type	Project Number
FY27-36CIP	Public Safety	CIPPS19049

Project Number: CIPPS19049

Description

This project is for the design and construction of a new, 15,000 square feet, four bay fire station including furniture, fixtures and equipment, to support 18 personnel and one engine.

Justification

Future growth in the area is projected to require an additional station to serve the needs of the community. The station will include space for future expansion as growth demands.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4040-Public Safety Constr	-	-	-	-	-	$17,067,600	**$17,067,600**
DESIGN	4040-Public Safety Constr	-	-	-	-	-	$2,000,000	**$2,000,000**
INTRNL CHG	4040-Public Safety Constr	-	-	-	-	-	$760,000	**$760,000**
PUBLIC ART	4040-Public Safety Constr	-	-	-	-	-	$172,400	**$172,400**
Grand Total		**-**	**-**	**-**	**-**	**-**	**$20,000,000**	**$20,000,000**

Operating Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CIP O&M		-	-	-	$202,650	$208,730	$1,141,418	**$1,552,798**
Grand Total		**-**	**-**	**-**	**$202,650**	**$208,730**	**$1,141,418**	**$1,552,798**

FIRE STATION #156 RENOVATION

Package Number	Project Type	Project Number
FY27-36CIP	Public Safety	CIPPS19051

Project Number: CIPPS19051

Description

Project will remodel FS 156 (68th Ave & Deer Valley) as infrastructure components have reached the end of their useful life. Renovation will include new areas to protect firefighters' health and safety as well as functional improvements.

Justification

The station was constructed in 1998 and components are beyond their useful life. The station house, drives, and equipment bays require replacement. Preventative measures should be taken to mitigate carcinogen exposure for firefighters.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4040-Public Safety Constr	-	-	-	$4,137,932	-	-	**$4,137,932**
DESIGN	4040-Public Safety Constr	-	-	$464,414	-	-	-	**$464,414**
INTRNL CHG	4040-Public Safety Constr	-	-	$18,345	$165,104	-	-	**$183,449**
PUBLIC ART	4040-Public Safety Constr	-	-	-	$41,797	-	-	**$41,797**
Grand Total		**-**	**-**	**$482,759**	**$4,344,833**	**-**	**-**	**$4,827,592**

FIRE STATION #157 RENOVATION

Package Number	Project Type	Project Number
FY27-36CIP	Public Safety	CIPPS19052

Project Number: CIPPS19052

Description

Project will remodel FS 157 (59th Ave and Brown) as infrastructure components have reached the end of their useful life. Renovation will include new areas to protect firefighters' health and safety as well as functional improvements.

Justification

The station was constructed in 1997 and components are beyond their useful life. The station house, drives, and equipment bays require replacement. Preventative measures should be taken to mitigate carcinogen exposure for firefighters.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4040-Public Safety Constr	-	-	-	-	-	$4,851,546	**$4,851,546**
DESIGN	4040-Public Safety Constr	-	-	-	-	$538,720	-	**$538,720**
INTRNL CHG	4040-Public Safety Constr	-	-	-	-	$21,280	$193,577	**$214,857**
PUBLIC ART	4040-Public Safety Constr	-	-	-	-	-	$49,006	**$49,006**
Grand Total		**-**	**-**	**-**	**-**	**$560,000**	**$5,094,129**	**$5,654,129**

POLICE STATION -WEST AREA

Package Number	Project Type	Project Number
FY27-36CIP	Public Safety	CIPPS19053

Project Number: CIPPS19053

Description

This project is for design & construction of a 4,000 sq. ft police substation in conjunction with the proposed west area fire station. The facility will include future expansion as growth demands. Estimates include furniture, fixtures, and equipment.

Justification

Future growth in the area is projected to require an additional station to serve the needs of the community.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4223-2019-DIF Police	-	-	-	-	-	$5,974,263	**$5,974,263**
DESIGN	4223-2019-DIF Police	-	-	-	-	-	$700,000	**$700,000**
INTRNL CHG	4223-2019-DIF Police	-	-	-	-	-	$266,000	**$266,000**
PUBLIC ART	4223-2019-DIF Police	-	-	-	-	-	$59,737	**$59,737**
Grand Total		**-**	**-**	**-**	**-**	**-**	**$7,000,000**	**$7,000,000**

Operating Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CIP O&M		-	-	-	$81,060	$83,492	$456,568	**$621,120**
Grand Total		**-**	**-**	**-**	**$81,060**	**$83,492**	**$456,568**	**$621,120**

LP15 HEART MONITOR REPLACEMENT

Package Number	Project Type	Project Number
FY27-36CIP	Public Safety	CIPPS23002

Project Number: CIPPS23002

Description

Purchase of 37-40 cardiac monitors. Life span is anywhere between 8-10 years.

Justification

These monitors are used multiple times daily. Emergency medical incidents account for over 80% of all calls for service. New technology also plays a part in how long we can continue to use older equipment. Currently, the department's heart monitors are adequate as they were recently replaced in FY25. Heart monitors are considered a capital expenditure due to the type of equipment requiring to be updated all at the same time. This type of equipment cannot be phased in when replaced due to the need for standardization throughout all of our fire stations and personnel. Personnel must all be able to train and work on the same type, make and model of equipment.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	1080-General Government	$113,661	-	-	-	-	-	**$113,661**
EQUIPMENT	1080-General Government	-	-	-	-	$3,500,000	-	**$3,500,000**
Grand Total		**$113,661**	**-**	**-**	**-**	**$3,500,000**	**-**	**$3,613,661**

Public Safety

FIRE RADIO REPLACEMENT

Package Number	Project Type	Project Number
FY27-36CIP	Public Safety	CIPPS23003

Project Number: CIPPS23003

Description

Replacement of all handheld (230) and apparatus-mounted (55) radios. To replace our radios, we need to include several accessories that go with the equipment - vehicle and bank chargers, extra batteries, shoulder microphones, antennas, holsters/slings, etc.

Justification

Radios were recently replaced in FY23. Radios are on a replacement schedule for every eight years. Radios are necessary in order to properly respond to all fire and medical responses. It is also imperative that we maintain communication with all other public safety agencies responding to emergency situations.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	1080-General Government	$2,795	-	-	-	-	-	**$2,795**
EQUIPMENT	1080-General Government	$50,000	$50,000	$50,000	$1,211,250	$1,211,250	-	**$2,572,500**
Grand Total		**$52,795**	**$50,000**	**$50,000**	**$1,211,250**	**$1,211,250**	**-**	**$2,575,295**

POLICE CRIME LABORATORY

Package Number	Project Type	Project Number
FY27-36CIP	Public Safety	CIPPS23031

Project Number: CIPPS23031

Description

Construct a 20,000 sf crime lab adjacent to the police evidence storage facility on the Glendale Operations Campus.

Justification

To create a state of the art crime lab to assist with the backlog at the State crime lab.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
BOND ISSUE	4043-2026 Public Safety B	$45,000	-	-	-	-	-	**$45,000**
CARRYOVER	4041-2024 Public Safety B	$4,000,000	-	-	-	-	-	**$4,000,000**
CONSTRUCT	4040-Public Safety Constr	-	$12,006,000	$23,693,000	$7,500,000	-	-	**$43,199,000**
DESIGN	4040-Public Safety Constr	-	$500,000	-	-	-	-	**$500,000**
	4043-2026 Public Safety B	$4,329,000	-	-	-	-	-	**$4,329,000**
INTRNL CHG	4040-Public Safety Constr	-	$494,000	$950,000	-	-	-	**$1,444,000**
	4043-2026 Public Safety B	$171,000	-	-	-	-	-	**$171,000**
PUBLIC ART	4040-Public Safety Constr	-	$120,060	$236,940	-	-	-	**$357,000**
Grand Total		**$8,545,000**	**$13,120,060**	**$24,879,940**	**$7,500,000**	**-**	**-**	**$54,045,000**

Operating Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CIP O&M		-	$337,750	$347,883	$358,319	$369,069	$2,018,219	**$3,431,240**
Grand Total		**-**	**$337,750**	**$347,883**	**$358,319**	**$369,069**	**$2,018,219**	**$3,431,240**

Public Safety

FIRE CAPITAL ASSET REPLACEMENT PROG

Package Number	Project Type	Project Number
FY27-36CIP	Public Safety	CIPPS24004

Project Number: CIPPS24004

Description

Replace Extrication Equipment (Battery Operated) for 3 existing Ladder Tenders and 1 Squad including the air bags used for extrication.

Justification

The ability to keep our existing equipment functional and in the ready state is becoming more difficult as the manufacturers are no longer supporting older equipment. We are creating a replacement program to cover older assets as they come up for replacement per the department asset replacement program.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
EQUIPMENT	1080-General Government	-	-	-	$285,000	$5,859,312	-	**$6,144,312**
Grand Total		**-**	**-**	**-**	**$285,000**	**$5,859,312**	**-**	**$6,144,312**

Public Safety

GRPSTC FIRE HYDRANT REPLACEMENT

Package Number	Project Type	Project Number
FY27-36CIP	Public Safety	CIPPS24005

Project Number: CIPPS24005

Description

Replace 10 training fire hydrants at GRPSTC and improve equipment reliability, to continue to train fire recruits and active duty personnel.

Justification

These hydrants are used nearly every day, decreasing their projected service time as compared to a hydrant's normal use throughout the City. Repairs are made periodically to replace threads, caps, and valve stems, but a full replacement of the hydrant will be required approximately every five (5) years to ensure continuous availability. Cost includes the hydrants, sidewalk removal and replacement (as necessary).

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	2200-Training Facility Rev	-	-	$177,341	$226,337	-	-	**$403,678**
Grand Total		**-**	**-**	**$177,341**	**$226,337**	**-**	**-**	**$403,678**

FIRE STATION - 1510

Package Number	Project Type	Project Number
FY27-36CIP	Public Safety	CIPPS24050

Project Number: CIPPS24050

Description

This project is to support the results of the study which is currently ongoing, and may expand in the future to include design and construction of a new 15,000 square feet, four bay fire station including furniture, fixtures and equipment, to support 18 personnel and one engine.

Justification

Future growth in the area is projected to require an additional station to serve the needs of the community. The station will include space for future expansion as growth demands.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4173-2019-DIF Fire	$37,500	-	-	-	-	-	**$37,500**
CONSTRUCT	4040-Public Safety Constr	-	-	$5,000,000	$9,837,000	-	-	**$14,837,000**
	4173-2019-DIF Fire	-	-	$6,500,000	-	-	-	**$6,500,000**
DESIGN	4040-Public Safety Constr	-	$3,907,820	-	-	-	-	**$3,907,820**
INTRNL CHG	4040-Public Safety Constr	-	$95,000	$475,000	$380,000	-	-	**$950,000**
PUBLIC ART	4040-Public Safety Constr	-	-	$115,000	$98,000	-	-	**$213,000**
VEHICLE	4040-Public Safety Constr	-	$4,600,000	-	-	-	-	**$4,600,000**
Grand Total		**$37,500**	**$8,602,820**	**$12,090,000**	**$10,315,000**	**-**	**-**	**$31,045,320**

Operating Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CIP O&M		-	$202,650	$208,730	$214,991	$221,441	$1,210,931	**$2,058,743**
Grand Total		**-**	**$202,650**	**$208,730**	**$214,991**	**$221,441**	**$1,210,931**	**$2,058,743**

REPLACE GRPSTC CLASS A BURN BLDG

Package Number	Project Type	Project Number
FY27-36CIP	Public Safety	CIPPS24054

Project Number: CIPPS24054

Description

Replace the current GRPSTC Class A burn building.

Justification

The current two Connex type box Class A burn buildings are in poor shape due to age and multitude of live-fire training events. Through high heat events, the interior and exterior is now in poor shape and the welds on the floor and walls are failing. A new Class A burn building will improve the quality of our live-fire training events for recruit and active firefighters in the field, provide an updated and safer environment to conduct live-fire training drills for recruit training and fulfill training requirements for firefighters working in the field.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	2200-Training Facility Rev	$40,500	-	-	-	-	-	**$40,500**
Grand Total		**$40,500**	**-**	**-**	**-**	**-**	**-**	**$40,500**

POLICE DEPARTMENT RADIO REPLACEMENT

Package Number	Project Type	Project Number
FY27-36CIP	Public Safety	CIPPS24057

Project Number: CIPPS24057

Description

Replacement of Police Department portable radios, mobile radios, motor radios and accessories.

Justification

The Glendale Police Department radios were last refreshed in 2016 and will be considered at end-of-life in 2023. The newest generation of multi-band APX radios feature enhanced interoperability, wi-fi, GPS, LTE and advanced encryption capabilities. The Police Officers' ability to communicate from field directly impacts the speed with which service is delivered to the community. Radio functionality saves precious minutes in critical scenarios where seconds matter. Additionally radios, are the life line for help for officers in critical situations. Replacements are scheduled as follows: FY25/26: 155 mobiles, FY26/27: 119 mobiles, 25 motor radios, 15 consolettes. This project includes a $1 million grant that will help offset the cost of the police radio system.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	1080-General Government	$967,245	-	-	-	-	-	**$967,245**
EQUIPMENT	1080-General Government	$1,500,000	-	-	-	-	-	**$1,500,000**
Grand Total		**$2,467,245**	**-**	**-**	**-**	**-**	**-**	**$2,467,245**

FIRE MOBILE COMPUTER TERMINALS-MCTs

Package Number	Project Type	Project Number
FY27-36CIP	Public Safety	CIPPS25003

Project Number: CIPPS25003

Description

Purchase 76 MCT's for all fire department apparatus and vehicles.

Justification

In 2025 Motorola will phase out the current MCT's we use for dispatch of 911 responses, this includes replacement parts and upgrades. We will need to replace all 60 MCT's currently used by the Glendale Fire Department as well as any MCT's needed in the future and those assigned to Luke Air Force Base and our contracted Ambulance Company (reimbursable). In the future (FY29), we will need new station packages. Station packages were replaced in 2019 and have a ten year life span.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	1080-General Government	$402,800	-	-	-	-	-	**$402,800**
EQUIPMENT	1080-General Government	-	-	$1,125,000	-	-	-	**$1,125,000**
Grand Total		**$402,800**	**-**	**$1,125,000**	**-**	**-**	**-**	**$1,527,800**

Public Safety

MARKED CARTRIDGE / BIG BOX PROP

Package Number	Project Type	Project Number
FY27-36CIP	Public Safety	CIPPS25025

Project Number: CIPPS25025

Description

Police Department Training Props

Justification

Growth in police department partnerships at GRPSTC including the need for tactical and strategic training, requires additional props and areas for adequate training.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	2200-Training Facility Rev	$1,500,000	-	-	-	-	-	**$1,500,000**
Grand Total		**$1,500,000**	**-**	**-**	**-**	**-**	**-**	**$1,500,000**

Public Safety

GRPSTC CIP PROGRAM (MASTER PLAN)

Package Number	Project Type	Project Number
FY27-36CIP	Public Safety	CIPPS25026

Project Number: CIPPS25026

Description

The 30,000 square foot new build/addition will provide additional classroom space, increased training space, more lockers, and expanded shower facilities.

Justification

Currently, 100-120 Police and Fire Recruits currently share the space that was intended for 25-30 Recruits. . To ensure the continued high level of training provided to all Fire Fighter and Police Officer Recruits attending the Glendale Regional Public Safety Training Center, the need to expand capacity for all recruit training has greatly increased.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	2200-Training Facility Rev	-	-	-	-	$31,500,000	-	**$31,500,000**
DESIGN	2200-Training Facility Rev	-	-	-	-	$3,500,000	-	**$3,500,000**
Grand Total		**-**	**-**	**-**	**-**	**$35,000,000**	**-**	**$35,000,000**

Public Safety

CONNEX BOX BASIC SKILLS PROP

Package Number	Project Type	Project Number
FY27-36CIP	Public Safety	CIPPS25027

Project Number: CIPPS25027

Description

These structures will have movable walls that can create a multitude of room simulations for all of our fire fighters as well as a prop that the police department can utilize as well. This will differ from the current Class A props as it will not utilize active smoke or fire. This will decrease the amount of carcinogens that fire fighters come in contact with during training exercises.

Justification

Due to the demands placed on the GRPSTC Fire Academy by the increased number of fire fighter recruits receiving initial fire fighter training, the current number of fire fighting props are insufficient at providing real life structures that simulate modern day fire fighting. The intent is to provide connex box containers that will simulate a small to medium size strip mall, which would provide for the ability to train in real life forceable entry, breeching and breaking and other skills not associated with the props currently at GRPSTC.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	2200-Training Facility Rev	-	$450,000	-	-	-	-	**$450,000**
DESIGN	2200-Training Facility Rev	-	$50,000	-	-	-	-	**$50,000**
Grand Total		**-**	**$500,000**	**-**	**-**	**-**	**-**	**$500,000**

GRPSTC FACILITY UPGRADES

Package Number	Project Type	Project Number
FY27-36CIP	Public Safety	CIPPS25083

Project Number: CIPPS25083

Description

This project is for various facility upgrades at the Glendale Regional Public Safety Training Center (GRPSTC). This includes but is not limited to audio/visual upgrades to various classrooms, replacement of broken classroom and office chairs, and research and application fees for the aquifer protection permit modification.

Justification

GRPSTC was constructed in 2006 and opened to employees and partnering agencies in 2007. A lot of the technology and equipment throughout the facility has reached its end of useful life. In the last 18 years, technology has changed and improved, and we have not kept up with those changes. Our office and classroom equipment also gets used by approximately 50,000 employees, students, and visitors per year. We work with other city departments who provide us guidance and assistance in making repairs and improvements to our facility.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	2200-Training Facility Rev	$50,707	-	-	-	-	-	**$50,707**
Grand Total		**$50,707**	**-**	**-**	**-**	**-**	**-**	**$50,707**

FIRE RESOURCE CENTER REPLACEMENT

Package Number	Project Type	Project Number
FY27-36CIP	Public Safety	CIPPS26005

Project Number: CIPPS26005

Description

We are in a need of a centralized 30,000 sq ft office/warehouse with loading docks that will serve all logistical needs for equipment and supplies for both public safety entities.

Justification

Our current Resource Building is a repurposed fire station that is now fifty years old. This building is undersized based on our current needs and has a lack of security. The Police Department also has multiple storage locations and does not have a centralized warehouse that addresses their equipment needs.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4042-2025 Public Safety B	$149,072	-	-	-	-	-	**$149,072**
CONSTRUCT	4040-Public Safety Constr	-	-	-	-	-	$38,385,000	**$38,385,000**
DESIGN	4040-Public Safety Constr	-	-	-	-	-	$4,500,000	**$4,500,000**
INTRNL CHG	4040-Public Safety Constr	-	-	-	-	-	$1,710,000	**$1,710,000**
PUBLIC ART	4040-Public Safety Constr	-	-	-	-	-	$405,000	**$405,000**
Grand Total		**$149,072**	**-**	**-**	**-**	**-**	**$45,000,000**	**$45,149,072**

GRPSTC LIFT STATION ASSESS & REHAB

Package Number	Project Type	Project Number
FY27-36CIP	Public Safety	CIPPS26006

Project Number: CIPPS26006

Description

Replace and repair needed lift station parts and equipment at GRPSTC.

Justification

The GRPSTC lift station is under an evaluation for normal repair, upgrades, and maintenance. The need is to replace broken parts and bring the lift station up to proper standards.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	2200-Training Facility Rev	$618,291	-	-	-	-	-	**$618,291**
Grand Total		**$618,291**	**-**	**-**	**-**	**-**	**-**	**$618,291**

FIRE STATIONS INGRESS & EGRESS ENHA

Package Number	Project Type	Project Number
FY27-36CIP	Public Safety	CIPPS26007

Project Number: CIPPS26007

Description

This project addresses the ingress and egress concrete slabs of the apparatus bays. It also addresses bay door and gates at Fire Stations.

Justification

This project will look at concrete infrastructure and operating gate and door systems. It will consider life cycle replacement and will ensure operations at the facilities are optimized with minimal downtime.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
BOND ISSUE	4043-2026 Public Safety B	$12,000	-	-	-	-	-	**$12,000**
CARRYOVER	4042-2025 Public Safety B	$1,192,574	-	-	-	-	-	**$1,192,574**
CONSTRUCT	4040-Public Safety Constr	-	$500,000	$500,000	$500,000	$500,000	$2,500,000	**$4,500,000**
	4043-2026 Public Safety B	$1,200,000	-	-	-	-	-	**$1,200,000**
Grand Total		**$2,404,574**	**$500,000**	**$500,000**	**$500,000**	**$500,000**	**$2,500,000**	**$6,904,574**

GRPSTC HVAC RENEWAL

Package Number	Project Type	Project Number
FY27-36CIP	Public Safety	CIPPS26008

Project Number: CIPPS26008

Description

This project provides Trane R'newal services for building chillers.

Justification

This project will extend the life of the GRPSTC chillers by strategically replacing critical components.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
NONCAPITAL	2200-Training Facility Rev	$320,000	-	-	-	-	-	**$320,000**
Grand Total		**$320,000**	**-**	**-**	**-**	**-**	**-**	**$320,000**

FIRING RANGE REDESIGN

Package Number	Project Type	Project Number
FY27-36CIP	Public Safety	CIPPS26009

Project Number: CIPPS26009

Description

Design and construction of necessary modifications to the firing range to control fragments and deflections of projectiles.

Justification

Safety and enhancements required to control deflections and fragments of projectiles.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	2200-Training Facility Rev	$620,690	-	-	-	-	-	**$620,690**
CONSTRUCT	2200-Training Facility Rev	$700,000	-	-	-	-	-	**$700,000**
Grand Total		**$1,320,690**	**-**	**-**	**-**	**-**	**-**	**$1,320,690**

INDOOR SHOOTING RANGE

Package Number	Project Type	Project Number
FY27-36CIP	Public Safety	CIPPS26016

Project Number: CIPPS26016

Description

An enclosed facility with office and classroom space, bathroom and locker room amenities, and twenty – fifty-yard shooting lanes.

Justification

During the hot summer months, it is ill advised to have officers using the outdoor range for practice limiting the amount of practice officers can do annually. An indoor shooting range allows for officers to keep their shooting skills proficient year-round.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4040-Public Safety Constr	-	$26,000,000	-	-	-	-	**$26,000,000**
DESIGN	4040-Public Safety Constr	-	$3,850,000	-	-	-	-	**$3,850,000**
STUDY	4040-Public Safety Constr	-	$150,000	-	-	-	-	**$150,000**
Grand Total		**-**	**$30,000,000**	**-**	**-**	**-**	**-**	**$30,000,000**

FOOTHILLS PUBLIC SAFETY BLDG RENO

Package Number	Project Type	Project Number
FY27-36CIP	Public Safety	CIPPS26017

Project Number: CIPPS26017

Description

This project funds the full renovation of the Foothills Public Safety Building, including the police substation and Fire Station 155. Work includes replacing aging infrastructure—roofing, plumbing, and exterior finishes—and making functional upgrades to support modern operations. Renovations improve firefighter health and safety and ensure the facility meets both departments' needs. This project combines CIPPS19042 and CIPPS19050.

Justification

Originally constructed in 1988, the Foothills Public Safety Building has significant components that have reached the end of their useful life. The facility requires modernization to address infrastructure deficiencies, improve functionality for police operations, and implement protective measures to reduce firefighter exposure to carcinogens.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4042-2025 Public Safety B	$4,953,111	-	-	-	-	-	**$4,953,111**
CONSTRUCT	4040-Public Safety Constr	-	-	-	$6,768,490	$7,992,786	-	**$14,761,276**
DESIGN	4040-Public Safety Constr	-	-	$1,858,443	-	-	-	**$1,858,443**
INTRNL CHG	4040-Public Safety Constr	-	-	-	$327,823	$311,999	-	**$639,822**
PUBLIC ART	4040-Public Safety Constr	-	-	-	-	$150,349	-	**$150,349**
Grand Total		**$4,953,111**	**-**	**$1,858,443**	**$7,096,313**	**$8,455,134**	**-**	**$22,363,001**

PREEMPTION OF TRAFFIC SIGNALS

Package Number	Project Type	Project Number
FY27-36CIP	Public Safety	CIPPS27010

Project Number: CIPPS27010

Description

The GFD Standard of Coverage report recommended getting preemption at all major intersections in the COG. Currently we have only 56 of 204 intersections covered. Using data from transportation, we estimate 800K to add 34 EMTRAC locations without unforeseen construction costs.

Justification

The Standard Of Coverage report recommended adding preemption to all major intersections in Glendale.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	1080-General Government	-	$1,000,000	-	-	-	-	**$1,000,000**
Grand Total		**-**	**$1,000,000**	**-**	**-**	**-**	**-**	**$1,000,000**

GRPSTC FIRE RECRUIT ACADEMY ENHANCE

Package Number	Project Type	Project Number
FY27-36CIP	Public Safety	CIPPS27045

Project Number: CIPPS27045

Description

This funding is collected from non-partner agencies that enroll recruits in our training academies, with payments made to GRPSTC on a per-recruit basis. To utilize these funds, approval from the GRPSTC Executive Board is required, ensuring all expenditures strictly follow the City of Glendale's procurement policies and procedures. The funds will carry forward each year and are designated exclusively to support the ongoing operations and development of the GRPSTC Fire Academy.

Justification

Revenue received from Recruiting is to be used to support recruiting academy operations, maintenance, and capital expenses.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
NONCAPITAL	2200-Training Facility Rev	$241,000	-	-	-	-	-	**$241,000**
Grand Total		**$241,000**	**-**	**-**	**-**	**-**	**-**	**$241,000**

REPLACEMENT OF AIRPACKS

Package Number	Project Type	Project Number
FY27-36CIP	Public Safety	CIPPS70806

Project Number: CIPPS70806

Description

Replacement of self-contained breathing apparatus (SCBAs) or air packs. The useful life span of SCBAs is 10-12 years. Upgrades were completed in 2017 for all air packs. As components of the air packs fail, the department will repair or replace them using the department operating budget. We are starting to notice that our SCBA's are only lasting about 10 years.

Justification

Air packs are considered a capital expenditure due to the type of equipment requiring to be updated all at the same time; which cannot be phased in when replaced. Personnel must all be able to train and work on the same type, make and model of equipment. This also includes adding two new SCBA air fill stations within the City that Emergency Response units could use to fill SCBAs. A benefit is that these two additional SCBA air fill stations will improve the Fire Department's capabilities to fill SCBAs during those periods when U159 is out of service due to repairs and/or maintenance.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
EQUIPMENT	1080-General Government	$5,830,876	$105,500	-	-	-	-	**$5,936,376**
Grand Total		**$5,830,876**	**$105,500**	**-**	**-**	**-**	**-**	**$5,936,376**

Public Safety

FIRE APPARATUS REPLACEMENT

Package Number	Project Type	Project Number
FY27-36CIP	Public Safety	CIPPS70814

Project Number: CIPPS70814

Description

The project provides for the replacement of large GFD vehicles to ensure essential services are provided. The plan is to replace engines & ladder tenders (LTs) every 7 yrs or 100K miles & ladders every 10 yrs or 100K miles.

Justification

Programmatic replacement of vehicles will reduce overall lifecycle costs, protect public health and safety while aligning resources with the City's strategic priorities.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	1080-General Government	$16,745,990	-	-	-	-	-	**$16,745,990**
	4520-Gov Facility-Excise T	$4,483,128	-	-	-	-	-	**$4,483,128**
VEHICLE	1080-General Government	$375,000	$574,774	$7,015,494	$6,128,191	$5,674,538	$8,695,000	**$28,462,997**
Grand Total		**$21,604,118**	**$574,774**	**$7,015,494**	**$6,128,191**	**$5,674,538**	**$8,695,000**	**$49,692,115**

FY 2027-2036 Capital Improvement Program

Solid Waste
Summary by Funding Source

Funding Source	CARRYOVER	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
6120-Solid Waste	$4,331,992	$4,381,532	$5,510,639	$5,359,539	$5,723,252	$4,720,785	$38,118,656	**$68,146,395**
Grand Total	**$4,331,992**	**$4,381,532**	**$5,510,639**	**$5,359,539**	**$5,723,252**	**$4,720,785**	**$38,118,656**	**$68,146,395**

FY 2027-2036 Capital Improvement Program

Solid Waste
Summary by Project

Project Number	Project Title	CARRYOVER	FY 2027	FY 2028	FY 2029	FY 2031	FY 2031	FY 2032-2036	Grand Total
CIPSW19026	SOLID WASTE TECHNOLOGY	-	$100,000	$175,000	$160,000	$200,000	-	-	**$635,000**
CIPSW19027	REPLACE STREET SWEEPERS	$951,419	$444,664	$922,905	$485,525	$508,752	$534,189	$2,631,253	**$6,478,707**
CIPSW78001	REPLACE ROLLOFF TRUCKS - COMMERCIAL	$236,500	$289,958	$304,456	-	$335,662	-	$1,266,791	**$2,433,367**
CIPSW78002	REPLACE FRONTLOAD TRUCKS-COMMERCIAL	$961,132	$456,687	$938,042	$492,472	$525,036	$542,950	$4,408,713	**$8,325,032**
CIPSW78003	REPLACE SIDELOAD TRUCKS-RESIDENTIAL	$632,167	$2,429,293	$2,550,758	$2,678,295	$2,812,210	$2,362,257	$21,139,433	**$34,604,413**
CIPSW78004	REP BULK TRASH EQUIP-RESIDENTIAL	$1,344,041	$639,930	$557,380	$1,170,498	$1,229,023	$945,407	$8,009,028	**$13,895,307**
CIPSW78005	REPLACE PICKUPS / SERVICE TRUCKS	$137,969	-	$40,048	$349,597	$88,259	$310,457	$515,343	**$1,441,673**
CIPSW78009	ALLEY GATING	$68,764	$21,000	$22,050	$23,152	$24,310	$25,525	$148,095	**$332,896**
Grand Total		**$4,331,992**	**$4,381,532**	**$5,510,639**	**$5,359,539**	**$5,723,252**	**$4,720,785**	**$38,118,656**	**$68,146,395**

SOLID WASTE TECHNOLOGY

Package Number	Project Type	Project Number
FY27-36CIP	Solid Waste	CIPSW19026

Project Number: CIPSW19026

Description

New Technology Implementation. FY27, purchase new laptops for collection vehicle, FY28 Cradlepoint cellular service stations for collection vehicles, FY29 Infrared fire detection cameras, FY30 In-cab camera systems.

Justification

Technology is used to improve performance and increase productivity in Solid Waste Management. New technologies are constantly evolving and changing with demands and compliance changes. Keeping current with technology allows the Division to keep rates low, and service quality high.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
NONCAPITAL	6120-Solid Waste	$100,000	$175,000	$160,000	$200,000	-	-	**$635,000**
Grand Total		**$100,000**	**$175,000**	**$160,000**	**$200,000**	**-**	**-**	**$635,000**

Solid Waste

REPLACE STREET SWEEPERS

Package Number	Project Type	Project Number
FY27-36CIP	Solid Waste	CIPSW19027

Project Number: CIPSW19027

Description

Programmatic replacement of lg Solid Waste (SW) vehicles. SW has 6 street sweepers, ea with a lifespan of 8yrs requiring repl in next 10yrs. Current quotes & inflation used. Rep plan: FY27(1), FY29(1), FY30(1), FY31 (1), FY34 (1), FY35 (1), FY36 (1). MAG Grants will be pursued

Justification

Mandated by State and Federal as part of PM10 nonattainment areas to improve air quality, reduce particulate emissions, and clear streets of road hazards/debris. Programmatic replacement of vehicles will reduce overall lifecycle costs.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	6120-Solid Waste	$951,419	-	-	-	-	-	**$951,419**
VEHICLE	6120-Solid Waste	$444,664	$922,905	$485,525	$508,752	$534,189	$2,631,253	**$5,527,288**
Grand Total		**$1,396,083**	**$922,905**	**$485,525**	**$508,752**	**$534,189**	**$2,631,253**	**$6,478,707**

Solid Waste

REPLACE ROLLOFF TRUCKS - COMMERCIAL

Package Number	Project Type	Project Number
FY27-36CIP	Solid Waste	CIPSW78001

Project Number: CIPSW78001

Description

Programmatic replacement of large Solid Waste (SW) vehicles to ensure the provision of essential services to the community. SW has 6 commercial roll-off trucks requiring replacement over next 10 yrs. Repl plan: FY27(1), FY28(1), FY30(1), FY33(1), FY35(1), FY36(1).

Justification

Collection/disposal of solid waste is required by city and county. Programmatic replacement of vehicles reduces overall lifecycle costs, protects public health/safety while aligning resources with the City's strategic priorities.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	6120-Solid Waste	$236,500	-	-	-	-	-	**$236,500**
VEHICLE	6120-Solid Waste	$289,958	$304,456	-	$335,662	-	$1,266,791	**$2,196,867**
Grand Total		**$526,458**	**$304,456**	**-**	**$335,662**	**-**	**$1,266,791**	**$2,433,367**

REPLACE FRONTLOAD TRUCKS-COMMERCIAL

Package Number	Project Type	Project Number
FY27-36CIP	Solid Waste	CIPSW78002

Project Number: CIPSW78002

Description

Replacement of SW vehicles & equip. SW has 7 front-load trucks with a lifespan of 7yrs & 1 bin delivery truck with a lifespan of 10yrs requiring repl over next 10 yrs. Plan: FY27 (1), FY28(2), FY30(1), FY31(1), FY32(1), FY33(2), FY34(1), FY35(2), FY36(1) truck and (1) bin delivery truck.

Justification

Collection/disposal of solid waste is required by County/City code. Ensures a safe & efficient operation for a revenue generating enterprise. Programmatic replacement of vehicles will reduce overall lifecycle costs.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	6120-Solid Waste	$961,132	-	-	-	-	-	**$961,132**
VEHICLE	6120-Solid Waste	$456,687	$938,042	$492,472	$525,036	$542,950	$4,408,713	**$7,363,900**
Grand Total		**$1,417,819**	**$938,042**	**$492,472**	**$525,036**	**$542,950**	**$4,408,713**	**$8,325,032**

REPLACE SIDELOAD TRUCKS-RESIDENTIAL

Package Number	Project Type	Project Number
FY27-36CIP	Solid Waste	CIPSW78003

Project Number: CIPSW78003

Description

Replacement of large Solid Waste (SW) vehicles. SW has 27 side load trucks with a lifespan of 6 yrs requiring replacement over next 10 yrs. Plan: FY27(5), FY28(5), FY29(5), FY30 (5), FY31(5), FY32(6), FY33(7), FY34(7), FY35(6), FY36(5).

Justification

Collection/disposal of solid waste is required by State/City code. Programmatic replacement of vehicles reduces overall lifecycle costs, protects public health/safety while aligning resources with City's strategic priorities.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	6120-Solid Waste	$632,167	-	-	-	-	-	**$632,167**
VEHICLE	6120-Solid Waste	$2,429,293	$2,550,758	$2,678,295	$2,812,210	$2,362,257	$21,139,433	**$33,972,246**
Grand Total		**$3,061,460**	**$2,550,758**	**$2,678,295**	**$2,812,210**	**$2,362,257**	**$21,139,433**	**$34,604,413**

Solid Waste

REP BULK TRASH EQUIP-RESIDENTIAL

Package Number	Project Type	Project Number
FY27-36CIP	Solid Waste	CIPSW78004

Project Number: CIPSW78004

Description

Repl lg SW veh/equip; have 15 rear load trucks/8 tractors w/life of 8yrs req repl over 10yrs. Plan:FY27(1)truck/(1)tractor, FY28-(2)truck(2)tractor, FY29(2)truck(2)tractor, FY30 (2)trucks, FY31(3) trucks, FY32(2) trucks, (1) tractor, FY33(2) trucks, FY34(4) trucks, (3) tractors, FY35(1) trucks, (1)tractor, FY36 (2) trucks, (2) tractors.

Justification

Collection/disposal of solid waste is mandated by State/City code. Programmatic replacement reduces overall lifecycle costs, protect public health and safety while aligning resources with the City's strategic priorities.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	6120-Solid Waste	$1,344,041	-	-	-	-	-	**$1,344,041**
EQUIPMENT	6120-Solid Waste	$639,930	$557,380	$1,170,498	$1,229,023	$945,407	$8,009,028	**$12,551,266**
Grand Total		**$1,983,971**	**$557,380**	**$1,170,498**	**$1,229,023**	**$945,407**	**$8,009,028**	**$13,895,307**

Solid Waste

REPLACE PICKUPS / SERVICE TRUCKS

Package Number	Project Type	Project Number
FY27-36CIP	Solid Waste	CIPSW78005

Project Number: CIPSW78005

Description

Programmatic repl of SW vehicles; 10 pickup trucks, 2 mechanic service body trucks, and 1 bin delivery truck used to support daily ops & provide timely customer service to the community. Replacement plan: FY27-(0), FY28-(1), FY29(4), FY30(2). FY31(6), FY32 (1), FY33 (2), FY34 (2), 35-(1), FY36 (0).

Justification

These trucks are support units that assist in maintaining the safe and efficient operation for a revenue generating enterprise.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	6120-Solid Waste	$137,969	-	-	-	-	-	**$137,969**
VEHICLE	6120-Solid Waste	-	$40,048	$349,597	$88,259	$310,457	$515,343	**$1,303,704**
Grand Total		**$137,969**	**$40,048**	**$349,597**	**$88,259**	**$310,457**	**$515,343**	**$1,441,673**

Solid Waste

ALLEY GATING

Package Number	Project Type	Project Number
FY27-36CIP	Solid Waste	CIPSW78009

Project Number: CIPSW78009

Description

A program that manages health/safety issues including blocking of vehicular access & difficulty of enforcement due to illegal dumping in alleys. Includes residential garbage serv. relocations/blue stake gate location/gate installation/access key/code

Justification

Promotes/enhances quality of life for residents residing near or adjacent to alley ways, providing a safer & cleaner environment. Project includes pre-gated alley clean-up & citizen notification. O&M to be an ongoing supplemental as gates get older.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	6120-Solid Waste	$68,764	-	-	-	-	-	**$68,764**
EQUIPMENT	6120-Solid Waste	$21,000	$22,050	$23,152	$24,310	$25,525	$148,095	**$264,132**
Grand Total		**$89,764**	**$22,050**	**$23,152**	**$24,310**	**$25,525**	**$148,095**	**$332,896**

FY 2027-2036 Capital Improvement Program

Streets
Summary by Funding Source

Funding Source	CARRYOVER	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
1080-General Government Capital Prj	$261,860	$209,600	-	-	-	-	-	**$471,460**
2050-Highway User Revenue Fund	$100,000	$3,415,780	$3,586,569	$3,765,897	$3,954,192	$4,151,901	$24,088,971	**$43,063,310**
2060-Transportation Grants	$3,791,153	$3,943,145	$6,830,576	$13,934,374	-	-	$113,614,819	**$142,114,067**
2070-Transportation Sales Tax	$500,000	$16,318,111	$17,032,581	$16,998,533	$18,164,747	$16,315,317	$108,479,854	**$193,809,143**
4010-Streets Construction	$138,370	-	$36,490,834	$19,118,924	$11,505,550	$7,923,314	$17,935,156	**$93,112,148**
4011-2024 Street Bonds	$5,863,098	-	-	-	-	-	-	**$5,863,098**
4013-2026 Streets Bonds	-	$4,126,492	-	-	-	-	-	**$4,126,492**
4020-Hurf Capital Projects	$2,085,967	$2,828,293	$1,664,061	$1,793,645	$2,724,076	$1,855,374	$7,778,865	**$20,730,281**
4030-Transportation Capital Proj	$8,597,867	$25,951,257	$12,774,812	$9,240,251	$2,327,101	$2,367,892	$42,836,708	**$104,095,888**
4031-Transportation Cost Share-Cap	-	-	$156,683	$199,617	-	-	-	**$356,300**
4420-2014-DIF Streets Zn 2 West 101	$662,443	-	$59,825	-	-	-	-	**$722,268**
4431-2019-DIF-Streets	$2,773,172	$2,184,072	$6,601,601	$200,000	$1,621,220	$2,706,080	$7,000,000	**$23,086,145**
4433-2023-DIF Streets East	-	-	-	-	-	-	$18,479,283	**$18,479,283**
4434-2023-DIF Streets West	-	-	$1,092,105	$2,077,195	$5,446,098	-	$2,696,000	**$11,311,398**
4520-Gov Facility-Excise Tax 25Bond	$7,279,148	-	-	-	-	-	-	**$7,279,148**
Grand Total	**$32,053,078**	**$58,976,750**	**$86,289,647**	**$67,328,436**	**$45,742,984**	**$35,319,878**	**$342,909,656**	**$668,620,429**

FY 2027-2036 Capital Improvement Program

Streets
Summary by Project

Project Number	Project Title	CARRYOVER	FY 2027	FY 2028	FY 2029	FY 2031	FY 2031	FY 2032-2036	Grand Total
CIPST19006	PAVEMENT MANAGEMENT	$900,000	$19,733,891	$20,619,150	$20,764,430	$22,118,939	$20,467,218	$132,568,825	**$237,172,453**
CIPST19010	BALLPARK BOULEVARD	$13,546	-	-	-	-	-	-	**$13,546**
CIPST19048	CAPITAL BRIDGE REPAIR PROGRAM	$60,000	$371,598	$390,177	$409,685	$430,171	$451,678	$2,620,601	**$4,733,910**
CIPST20012	FLASHING YELLOW ARROWS	$100,000	$100,000	$100,000	-	-	-	-	**$300,000**
CIPST20013	VEHICLE REPLACEMENT	$1,878,216	$607,246	$631,535	$656,796	$683,069	$710,391	$4,001,617	**$9,168,870**
CIPST20022	BIKE PROJECTS (LOCAL MATCH)	-	$148,994	$151,973	$155,013	$158,113	$161,275	$856,070	**$1,631,438**
CIPST21001	TELECOM CONDUITS	$261,860	$209,600	-	-	-	-	-	**$471,460**
CIPST21015	CENTRAL CORE SIDEWALK GAPS	$148,196	-	-	-	-	-	-	**$148,196**
CIPST21051	ST RECON 75TH-GLENDALE TO NORTHERN	$2,768,814	$268,455	-	-	-	-	-	**$3,037,269**
CIPST21052	ST RECON 83RD-GLENDALE TO NORTHERN	$4,433,902	$450,000	$5,970,915	-	-	-	-	**$10,854,817**
CIPST22062	PAVEMENT CUT REPAIR	-	$115,612	$117,924	$120,283	$122,689	$125,142	$664,270	**$1,265,920**
CIPST22063	TRANSPORTATION NETWORK IMPROVEMENTS	-	-	$500,000	$500,000	$500,000	$500,000	-	**$2,000,000**
CIPST22064	TRANSPORTATION SAFETY PROGRAM	$370,724	$1,051,725	$467,900	$477,258	$486,803	$496,539	$2,635,689	**$5,986,638**
CIPST22065	SCALLOP STREET PROGRAM	$7,279,148	-	-	-	-	-	-	**$7,279,148**
CIPST22068	59TH AND NORTHERN INTERSECT IMPROV.	$1,328,850	-	-	-	-	-	-	**$1,328,850**
CIPST22120	95TH AVE / MONTEBELLO INTERSECTION	$184,164	-	-	-	-	-	-	**$184,164**
CIPST23017	NORTHERN PARKWAY CABLE BARRIER 2	-	$14,324	$143,988	-	-	-	-	**$158,312**
CIPST23018	TMC UPGRADE	$680,341	-	-	$2,013,999	-	-	-	**$2,694,340**
CIPST23019	MARYLAND ACTIVE TRANSPORTATION IMPR	$235,282	-	-	-	-	-	-	**$235,282**
CIPST23020	MISSOURI ACTIVE TRANSPORTATION IMPR	$126,981	-	-	-	-	-	-	**$126,981**
CIPST23049	INFILL STREETLIGHTS PHASE II	$200,000	$513,569	-	-	-	-	-	**$713,569**
CIPST23051	TRAFFIC SIGNAL INTERCONNECT	-	$101,000	$153,831	$101,000	$228,677	$101,000	$228,677	**$914,185**
CIPST23052	SPEED FEEDBACK SIGNS SCHOOL ZONES	$24,614	-	-	-	-	-	-	**$24,614**
CIPST23053	INFILL SIDEWALK	$113,693	$171,916	$175,355	$178,862	$182,438	$186,087	$987,774	**$1,996,125**
CIPST23054	GUARDRAIL UPDATE	$93,463	$114,611	$116,902	$119,241	$121,626	$124,059	$884,409	**$1,574,311**
CIPST24016	59TH AVE-THUNDERBIRD INTERSECTION	$74,597	$309,072	-	-	-	-	-	**$383,669**
CIPST24017	67TH AVE-GREENWAY INTERSECTION	$695,740	$675,000	-	-	-	-	-	**$1,370,740**
CIPST24018	67TH AVE-PEORIA INTERSECTION IMPRV	$14,775	$200,000	-	-	-	-	-	**$214,775**
CIPST24024	99TH AVE: GLENDALE AVE TO NORTHERN	-	-	-	$200,000	$1,153,040	-	-	**$1,353,040**
CIPST24025	BALLPARK BLVD: BHR TO MARYLAND AVE	-	-	-	-	$468,180	$2,706,080	-	**$3,174,260**
CIPST24029	NORTHERN: REEMS-LITCHFIELD WIDENING	-	-	-	$690,050	$2,111,555	-	-	**$2,801,605**
CIPST24030	NORTHERN: SARIVAL-ALSUP WIDENING	-	-	-	-	-	-	$2,696,000	**$2,696,000**

FY 2027-2036 Capital Improvement Program

Streets
Summary by Project

Project Number	Project Title	CARRYOVER	FY 2027	FY 2028	FY 2029	FY 2031	FY 2031	FY 2032-2036	Grand Total
CIPST24031	REEMS-HATCHER TRAFFIC SIGNAL	-	-	$165,612	$579,697	-	-	-	**$745,309**
CIPST24032	SARIVAL: GLENDALE TO NORTHERN ROADW	-	-	-	$828,060	$2,584,543	-	-	**$3,412,603**
CIPST24033	SARIVAL-OLIVE TRAFFIC SIGNAL	-	-	-	$129,684	$500,000	-	-	**$629,684**
CIPST24034	SARIVAL-PEORIA INTERSECTION IMPRV	-	-	-	$49,321	$250,000	-	-	**$299,321**
CIPST24035	RIGHT OF WAY LANDSCAPE PLAN	$70,000	$370,144	$381,248	$392,686	$404,466	-	-	**$1,618,544**
CIPST24037	TRANSPORTATION PLAN	$251,107	$444,326	-	-	-	-	$1,104,080	**$1,799,513**
CIPST24043	GLENDALE SAFE STREETS ACTION PLAN	$816,032	-	-	-	-	-	-	**$816,032**
CIPST24060	51ST AVE - OLIVE AVE TO CACTUS ROAD	$553,850	$3,765,813	-	-	-	-	-	**$4,319,663**
CIPST24068	67TH AVE - BEARDSLEY TO PINNACLE PK	$461,500	$500,000	$10,713,869	-	-	-	-	**$11,675,369**
CIPST25012	GLENDALE AVE RADAR DET & ADAPT CONT	-	$397,192	-	-	-	-	-	**$397,192**
CIPST25013	ADVANCE DETECTION & STOP BAR INSTAL	-	$513,746	-	-	-	-	-	**$513,746**
CIPST25042	ST RECON 71ST AVE & BEARDSLEY AREA	-	$6,693,728	-	-	-	-	-	**$6,693,728**
CIPST25043	ST RECON 63RD AVE & BEARDSLEY AREA	-	$3,298,687	-	-	-	-	-	**$3,298,687**
CIPST25044	RECON 55TH AVE, CACTUS TO CHOLLA ST	-	$585,954	-	-	-	-	-	**$585,954**
CIPST25045	ST RECON, 51ST AVE & NORTHERN AREA	-	$1,537,875	-	-	-	-	-	**$1,537,875**
CIPST25046	ST RECON, 51ST AVE & GLENDALE AREA	-	$2,807,025	-	-	-	-	-	**$2,807,025**
CIPST25047	ST RECON, 83RD AVE & MARYLAND AREA	-	$738,686	-	-	-	-	-	**$738,686**
CIPST25048	RECON GLENN DR, 88TH LN TO 87TH DR	-	$264,084	-	-	-	-	-	**$264,084**
CIPST25049	MOUNTAIN VIEW RD, 43RD TO 59TH	-	$117,173	$2,204,250	-	-	-	-	**$2,321,423**
CIPST25050	ST RECON, 75TH AVE & NORTHERN AREA	-	-	$6,636,112	-	-	-	-	**$6,636,112**
CIPST25051	RECON ROSE LN, GRAND CANAL TO 99TH	-	-	$311,011	-	-	-	-	**$311,011**
CIPST25052	ST RECON, 75TH AVE & DENARO DR AREA	-	-	$209,846	-	-	-	-	**$209,846**
CIPST25053	46TH AVE, McLENNAN TO OCOTILLO	-	-	-	$106,400	-	-	-	**$106,400**
CIPST25054	ST RECON, 59TH AVE & BETHANY AREA	-	-	-	$6,692,271	-	-	-	**$6,692,271**
CIPST25055	ST RECON, 69TH AVE & GREENWAY AREA	-	-	-	$4,040,248	-	-	-	**$4,040,248**
CIPST25056	ST RECON, 47TH AVE & NORTHERN AREA	-	-	-	-	$3,381,193	-	-	**$3,381,193**
CIPST25057	ROSE LN, CUL-DE-SAC TO 49TH AVE	-	-	-	-	$125,528	-	-	**$125,528**
CIPST25058	ST RECON, 71ST AVE & NORTHERN AREA	-	-	-	-	$2,430,441	-	-	**$2,430,441**
CIPST25059	ST RECON, 79TH AVE & BETHANY AREA	-	-	-	$602,916	$602,916	-	-	**$1,205,832**
CIPST25060	ST RECON, 75TH AVE & GLENDALE AREA	-	-	-	-	-	$851,543	-	**$851,543**
CIPST25061	UNION HILLS, 51ST AVE TO 59TH AVE	-	-	-	-	$250,000	$4,716,000	-	**$4,966,000**
CIPST25062	59TH, DEER VALLEY TO PINNACLE PEAK	-	-	-	-	$125,000	$2,096,000	-	**$2,221,000**

FY 2027-2036 Capital Improvement Program

Streets
Summary by Project

Project Number	Project Title	CARRYOVER	FY 2027	FY 2028	FY 2029	FY 2031	FY 2031	FY 2032-2036	Grand Total
CIPST25063	RECON BELL RD, 67TH AVE TO 75TH AVE	-	-	-	-	-	$259,771	$4,935,650	**$5,195,421**
CIPST25064	ST RECON, 55TH AVE & BELL RD AREA	-	-	-	-	-	-	$2,576,344	**$2,576,344**
CIPST25065	ST RECON, 79TH AVE & GLENDALE AREA	-	-	-	-	-	-	$4,318,081	**$4,318,081**
CIPST25066	NEW RIVER, GLENDALE TO CUL-DE-SAC	-	-	-	-	-	-	$466,995	**$466,995**
CIPST25067	ST RECON, OLIVE AVE & 51ST AVE AREA	-	-	-	-	-	-	$4,318,185	**$4,318,185**
CIPST25069	ACTIVE TRANSPORTATION PLAN	-	$999,990	-	-	-	-	-	**$999,990**
CIPST25070	ST RECON BETHANY HM - 43RD TO 51ST	$250,000	-	-	$4,965,160	-	-	-	**$5,215,160**
CIPST25072	ST RECON GREENWAY - 59TH TO 51ST	-	-	-	$200,000	$4,716,000	-	-	**$4,916,000**
CIPST25073	ST RECON CAMELBACK - 59TH TO 83RD	$1,675,087	-	$5,533,500	-	-	-	-	**$7,208,587**
CIPST25075	ST RECON 75TH-DEER VLLY TO BEARDSLY	$2,978,292	$1,376,220	-	-	-	-	-	**$4,354,512**
CIPST25080	DOWNTOWN PEDESTRIAN LIGHT SYSTEM	$226,635	-	-	-	-	-	-	**$226,635**
CIPST26014	UPGRADE TO OUTDATED SIGNAL	-	$1,100,000	-	$100,000	$1,000,000	$100,000	$1,000,000	**$3,300,000**
CIPST26018	LITCHFIELD-MISSOURI TO NORTHERN	$573,000	$969,600	$5,283,900	-	-	-	-	**$6,826,500**
CIPST26019	GLENDALE-EL MIRAGE TO LITCHFIELD	$582,000	$136,350	$3,786,000	-	-	-	-	**$4,504,350**
CIPST26020	67TH, DEER VALLEY TO PINNACLE PEAK	$336,000	$424,200	$3,052,500	-	-	-	-	**$3,812,700**
CIPST26021	59TH AVE - GLENDALE TO OLIVE	$471,186	-	$6,288,000	-	-	-	-	**$6,759,186**
CIPST27004	127TH AVE-GLENDALE AVE TRAFFIC SIG	-	-	$1,083,176	-	-	-	-	**$1,083,176**
CIPST27011	67TH/ GLENDALE AVE INTERSECTION IMP	-	$50,000	$256,738	-	-	-	-	**$306,738**
CIPST27020	59TH AVE - CAMELBACK RD - LOOP 101	-	$3,379,282	$10,307,188	$21,026,661	-	-	-	**$34,713,131**
CIPST27021	CAMELBACK RD, 51ST AVE - 99TH AVE	-	-	-	-	-	-	$95,420,098	**$95,420,098**
CIPST27022	67TH AVE, OLIVE - PINNACLE PEAK RD	-	-	-	-	-	-	$76,022,150	**$76,022,150**
CIPST65005	ITS UPGRADES (LOCAL MATCH)	-	$217,760	$222,115	$226,557	$231,089	$235,710	$1,251,179	**$2,384,410**
CIPST65006	BUS PULLOUTS	$6,955	$366,800	$51,900	$733,867	$102,850	$752,255	$1,871,299	**$3,885,926**
CIPST65016	NORTHERN PARKWAY	$109,331	$2,507,628	-	-	-	-	-	**$2,616,959**
CIPST68918	INFILL LIGHTING PROGRAM PHASE I	$649,052	$171,916	$175,355	$178,861	$182,439	$186,087	$987,776	**$2,531,486**
CIPST68922	STREETLIGHT POLE PROGRAM	$56,144	$85,958	$87,677	$89,430	$91,219	$93,043	$493,887	**$997,358**
Grand Total		**$32,053,078**	**$58,976,750**	**$86,289,647**	**$67,328,436**	**$45,742,984**	**$35,319,878**	**$342,909,656**	**$668,620,429**

PAVEMENT MANAGEMENT

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST19006

Project Number: CIPST19006

Description

Project provides for street pavement treatments and potential local grant match funding. Specific activities included in this project involve surface preparation, repairs, and overlays as needed. The street locations and treatments shall be identified in the City's ongoing Pavement Management Plan.

Justification

This project targets street segments that are in need of pavement treatments. Street rehabilitation is necessary to maximize the life of the city's residential, collector, and arterial streets.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	2050-Highway User Reven	$100,000	-	-	-	-	-	**$100,000**
	2070-Transportation Sales	$500,000	-	-	-	-	-	**$500,000**
	4030-Transportation Capit	$300,000	-	-	-	-	-	**$300,000**
CONTGNCY	2050-Highway User Reven	$95,190	$99,950	$104,947	$110,194	$115,703	$671,304	**$1,197,288**
	2070-Transportation Sales	$382,935	$399,392	$416,619	$434,652	$453,532	$2,524,651	**$4,611,781**
INTRNL CHG	2070-Transportation Sales	$250,000	$250,000	$250,000	$250,000	$250,000	$1,250,000	**$2,500,000**
NONCAPITAL	2050-Highway User Reven	$3,320,590	$3,486,620	$3,660,950	$3,843,998	$4,036,198	$23,417,667	**$41,766,023**
	2070-Transportation Sales	$15,685,176	$16,383,189	$16,331,914	$17,480,095	$15,611,785	$104,705,203	**$186,197,362**
Grand Total		**$20,633,891**	**$20,619,150**	**$20,764,430**	**$22,118,939**	**$20,467,218**	**$132,568,825**	**$237,172,453**

BALLPARK BOULEVARD

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST19010

Project Number: CIPST19010

Description

Project to design and construct Ballpark Boulevard. This is Phase II of this project to build the roadway to its ultimate configuration and tile the Roosevelt irrigation ditch.

Justification

This project was identified as necessary for network connectivity in the region.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4431-2019-DIF-Streets	$13,546	-	-	-	-	-	**$13,546**
Grand Total		**$13,546**	**-**	**-**	**-**	**-**	**-**	**$13,546**

CAPITAL BRIDGE REPAIR PROGRAM

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST19048

Project Number: CIPST19048

Description

This program is needed to maintain city bridges to meet Federal Highway Administration standards. There are approximately 43 bridges that are inspected by Arizona Department of Transportation (ADOT) biennially. The maintenance required is identified in the ADOT bridge inspection program.

Justification

The City is required to maintain its bridges to a satisfactory standard. Proper maintenance is critical to protect the integrity of our City's bridges and ensure that everyone is safe; ADOT provides us with biennial bridge inspections to inform the City in developing a bridge repair program. The City also utilizes other outside expertise to help refine this program as bridge repair locations are identified.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4030-Transportation Capit	$60,000	-	-	-	-	-	**$60,000**
CONSTRUCT	4030-Transportation Capit	$297,278	$312,142	$327,749	$344,137	$361,343	$2,096,483	**$3,739,132**
CONTGNCY	4030-Transportation Capit	$21,478	$22,552	$23,680	$24,864	$26,107	$151,470	**$270,151**
DESIGN	4030-Transportation Capit	$37,160	$39,018	$40,968	$43,017	$45,168	$262,059	**$467,390**
INTRNL CHG	4030-Transportation Capit	$12,709	$13,344	$14,011	$14,712	$15,447	$89,624	**$159,847**
PUBLIC ART	4030-Transportation Capit	$2,973	$3,121	$3,277	$3,441	$3,613	$20,965	**$37,390**
Grand Total		**$431,598**	**$390,177**	**$409,685**	**$430,171**	**$451,678**	**$2,620,601**	**$4,733,910**

FLASHING YELLOW ARROWS

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST20012

Project Number: CIPST20012

Description

The project is to convert left-turn movements at existing signalized intersections to flashing yellow arrow operation for the purpose of improving safety. The project involves median modifications to provide better alignment.

Justification

According to national data, Flashing Yellow Arrows can reduce left-turn crashes by offering motorists more opportunities to make left turns. This project provides Glendale matching funds.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4030-Transportation Capit	$100,000	-	-	-	-	-	**$100,000**
CONSTRUCT	4030-Transportation Capit	$100,000	$100,000	-	-	-	-	**$200,000**
Grand Total		**$200,000**	**$100,000**	**-**	**-**	**-**	**-**	**$300,000**

VEHICLE REPLACEMENT

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST20013

Project Number: CIPST20013

Description

Replacement of existing vehicles that support transportation operations. The current 10-Year Transportation Vehicle Replacement Program includes 70 vehicles and are planned to be replaced depending on criteria and Fleet Services Division recommendation.

Justification

Vehicle replacements are necessary to support the Transportation Department. This project is consistent with the Vehicle Replacement Program.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4020-Hurf Capital Projects	$846,808	-	-	-	-	-	**$846,808**
	4030-Transportation Capit	$1,031,408	-	-	-	-	-	**$1,031,408**
VEHICLE	4020-Hurf Capital Projects	$303,082	$315,205	$327,813	$340,926	$354,563	$1,997,243	**$3,638,832**
	4030-Transportation Capit	$304,164	$316,330	$328,983	$342,143	$355,828	$2,004,374	**$3,651,822**
Grand Total		**$2,485,462**	**$631,535**	**$656,796**	**$683,069**	**$710,391**	**$4,001,617**	**$9,168,870**

BIKE PROJECTS (LOCAL MATCH)

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST20022

Project Number: CIPST20022

Description

This project provides local matching funds for potential future bicycle and pedestrian grant projects.

Justification

This project enhances the quality of life for the residents and visitors by providing additional bicycle and pedestrian facilities.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4030-Transportation Capit	$148,994	$151,973	$155,013	$158,113	$161,275	$856,070	**$1,631,438**
Grand Total		**$148,994**	**$151,973**	**$155,013**	**$158,113**	**$161,275**	**$856,070**	**$1,631,438**

TELECOM CONDUITS

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST21001

Project Number: CIPST21001

Description

This project will install or replace conduits, sleeves, communication systems, and operational/safety improvements at intersections and roadways as part of Capital Improvement Projects that occur throughout the City. This project also includes conducting studies and plans to improve communications connectivity.

Justification

Utility companies cut into existing City street networks to install new telecommunications. By providing conduits in the street sections when CIP projects occur, the utility companies will no longer need to cut into new or improved streets. Also, there is a need to extend fiber to areas that do not have fiber. By installing new conduit, the City will be able to pull new fiber and complete and or install redundancy in the fiber network.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	1080-General Government	$261,860	-	-	-	-	-	**$261,860**
DESIGN	1080-General Government	$100,000	-	-	-	-	-	**$100,000**
NONCAPITAL	1080-General Government	$109,600	-	-	-	-	-	**$109,600**
Grand Total		**$471,460**	**-**	**-**	**-**	**-**	**-**	**$471,460**

CENTRAL CORE SIDEWALK GAPS

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST21015

Project Number: CIPST21015

Description

This project identifies matching funds for the installation of continuous sidewalks in the area near downtown bounded by Palmaire Ave, 46th Ave, Bethany Home Rd and Grand Ave.

Justification

Project addresses General Plan, identifying the need to improve sidewalks. The City was awarded $2.1 M in Federal funding for the design and construction of this project.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4030-Transportation Capit	$148,196	-	-	-	-	-	**$148,196**
Grand Total		**$148,196**	**-**	**-**	**-**	**-**	**-**	**$148,196**

ST RECON 75TH-GLENDALE TO NORTHERN

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST21051

Project Number: CIPST21051

Description

This project is to reconstruct street segment between 75th Ave from Glendale Avenue to just south of the Northern Avenue intersection (near Frier Drive) and related improvements.

Justification

This street segment has been identified in the Pavement Management Plan and Pavement Condition Inventory to be surface reconstructed due to poor pavement conditions.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4010-Streets Construction	$71,803	-	-	-	-	-	**$71,803**
	4011-2024 Street Bonds	$2,697,011	-	-	-	-	-	**$2,697,011**
CONSTRUCT	4030-Transportation Capit	$268,455	-	-	-	-	-	**$268,455**
Grand Total		**$3,037,269**	**-**	**-**	**-**	**-**	**-**	**$3,037,269**

ST RECON 83RD-GLENDALE TO NORTHERN

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST21052

Project Number: CIPST21052

Description

This project is to reconstruct the street segment on 83rd Ave between Glendale Avenue and Northern Avenue, and other roadway-related improvements.

Justification

This street segment has been identified in the Pavement Management Plan and Pavement Condition Inventory to be surface reconstructed due to poor pavement conditions.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4030-Transportation Capit	$3,771,459	-	-	-	-	-	**$3,771,459**
	4420-2014-DIF Streets Zn	$662,443	-	-	-	-	-	**$662,443**
CONSTRUCT	4030-Transportation Capit	-	$3,771,459	-	-	-	-	**$3,771,459**
	4420-2014-DIF Streets Zn	-	$59,825	-	-	-	-	**$59,825**
	4431-2019-DIF-Streets	-	$2,139,631	-	-	-	-	**$2,139,631**
RIGHTOFWAY	4431-2019-DIF-Streets	$450,000	-	-	-	-	-	**$450,000**
Grand Total		**$4,883,902**	**$5,970,915**	**-**	**-**	**-**	**-**	**$10,854,817**

PAVEMENT CUT REPAIR

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST22062

Project Number: CIPST22062

Description

Project to repair street pavement cuts.

Justification

Street pavement cut repair costs are to be reimbursed by contractors or other parties that have to cut streets as part of their projects.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4020-Hurf Capital Projects	$110,317	$112,523	$114,774	$117,069	$119,410	$633,846	**$1,207,939**
INTRNL CHG	4020-Hurf Capital Projects	$4,192	$4,276	$4,361	$4,449	$4,538	$24,086	**$45,902**
PUBLIC ART	4020-Hurf Capital Projects	$1,103	$1,125	$1,148	$1,171	$1,194	$6,338	**$12,079**
Grand Total		**$115,612**	**$117,924**	**$120,283**	**$122,689**	**$125,142**	**$664,270**	**$1,265,920**

TRANSPORTATION NETWORK IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST22063

Project Number: CIPST22063

Description

This project is to address safety issues and implement Intelligent Transportation System technology throughout the City. The project funds can also be used to improve the City's traffic related communication needs.

Justification

This project will provide for local matching funds for potential grants. It also provides funding to improve the City's fiber communication system.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
NONCAPITAL	4020-Hurf Capital Projects	-	$500,000	$500,000	$500,000	$500,000	-	**$2,000,000**
Grand Total		**-**	**$500,000**	**$500,000**	**$500,000**	**$500,000**	**-**	**$2,000,000**

TRANSPORTATION SAFETY PROGRAM

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST22064

Project Number: CIPST22064

Description

Project for safety street components such as raised medians, flashing yellow-arrows, intersection signalization, crash barriers and other related components.

Justification

This project will aid to address immediate safety concerns throughout the city and for highway safety match funds.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4020-Hurf Capital Projects	$370,724	-	-	-	-	-	**$370,724**
CONSTRUCT	4020-Hurf Capital Projects	$812,715	$446,469	$455,399	$464,507	$473,797	$2,514,971	**$5,167,858**
DESIGN	4020-Hurf Capital Projects	$200,000	-	-	-	-	-	**$200,000**
INTRNL CHG	4020-Hurf Capital Projects	$30,883	$16,966	$17,305	$17,651	$18,004	$95,568	**$196,377**
PUBLIC ART	4020-Hurf Capital Projects	$8,127	$4,465	$4,554	$4,645	$4,738	$25,150	**$51,679**
Grand Total		**$1,422,449**	**$467,900**	**$477,258**	**$486,803**	**$496,539**	**$2,635,689**	**$5,986,638**

SCALLOP STREET PROGRAM

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST22065

Project Number: CIPST22065

Description

Glendale has streets that were initially constructed without all typical street components. These "scalloped streets" are missing one or more of the following elements: full width pavement; curb and gutter; or sidewalk on one or both sides.

Justification

This project is to complete street improvement to enhance traffic flow, provide safety to adjacent pedestrian traffic, mitigate property flooding, and meet Glendale's Design Standards.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4520-Gov Facility-Excise T	$7,279,148	-	-	-	-	-	**$7,279,148**
Grand Total		**$7,279,148**	**-**	**-**	**-**	**-**	**-**	**$7,279,148**

59TH AND NORTHERN INTERSECT IMPROV.

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST22068

Project Number: CIPST22068

Description

Right turn lane along southbound 59th Avenue to westbound Northern Avenue.

Justification

Increase capacity of southbound 59th Avenue for growth in traffic due to developments in the DIF zone.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4431-2019-DIF-Streets	$1,328,850	-	-	-	-	-	**$1,328,850**
Grand Total		**$1,328,850**	**-**	**-**	**-**	**-**	**-**	**$1,328,850**

95TH AVE / MONTEBELLO INTERSECTION

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST22120

Project Number: CIPST22120

Description

This project is to improve the intersection of 95th Avenue and Montebello Avenue. This project will include the traffic signal and associated intersection improvements.

Justification

These changes will be to accommodate the growing traffic in the area due to significant development activity.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4431-2019-DIF-Streets	$184,164	-	-	-	-	-	**$184,164**
Grand Total		**$184,164**	**-**	**-**	**-**	**-**	**-**	**$184,164**

NORTHERN PARKWAY CABLE BARRIER 2

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST23017

Project Number: CIPST23017

Description

The project is to install a median cable barrier between 143rd Avenue and 1/4-mile west of Dysart Road. This will close the gap in the median of the portion of Northern Parkway. The project can also be used for grant match funding.

Justification

The median cable barrier is intended to address safety concerns related to the potential crossover traffic.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4030-Transportation Capit	-	$143,988	-	-	-	-	**$143,988**
DESIGN	4030-Transportation Capit	$14,324	-	-	-	-	-	**$14,324**
Grand Total		**$14,324**	**$143,988**	**-**	**-**	**-**	**-**	**$158,312**

TMC UPGRADE

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST23018

Project Number: CIPST23018

Description

This is to upgrade the traffic management system equipment and furnish the new operations campus location for a fully functional Traffic Management Center (TMC).

Justification

The project is needed to replace failing and outdated equipment. The TMC is critical to managing traffic operations for day-to-day needs and during large/mega-events.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4030-Transportation Capit	$680,341	-	-	-	-	-	**$680,341**
CONSTRUCT	4030-Transportation Capit	-	-	$1,921,754	-	-	-	**$1,921,754**
INTRNL CHG	4030-Transportation Capit	-	-	$73,027	-	-	-	**$73,027**
PUBLIC ART	4030-Transportation Capit	-	-	$19,218	-	-	-	**$19,218**
Grand Total		**$680,341**	**-**	**$2,013,999**	**-**	**-**	**-**	**$2,694,340**

MARYLAND ACTIVE TRANSPORTATION IMPR

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST23019

Project Number: CIPST23019

Description

This project identifies local matching funds for the installation of sidewalks and bike lanes in the area immediately south of Downtown Glendale. The project area is bounded by Maryland Ave, Bethany Home Rd, 59th Ave, and 43rd Ave.

Justification

This grant funded project is to close gaps in the pedestrian and bicycle system. The project will also improve access to businesses, residences, and bus stops. The City was awarded $1.8 M in Federal funding for the design and construction of this project.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4030-Transportation Capit	$235,282	-	-	-	-	-	**$235,282**
Grand Total		**$235,282**	**-**	**-**	**-**	**-**	**-**	**$235,282**

MISSOURI ACTIVE TRANSPORTATION IMPR

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST23020

Project Number: CIPST23020

Description

This project identifies matching funds for the installation of sidewalks and bike lanes in the area immediately west of Grand Avenue. The project area is bounded by Missouri Ave, Bethany Home Rd, 61st Ave, and 51st Ave.

Justification

This grant funded project is to close gaps in the pedestrian and bicycle infrastructure system. The project will also improve access to businesses, residences, and bus stops. The City was awarded $2.6 M in Federal funding for the design and construction of this project.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4030-Transportation Capit	$126,981	-	-	-	-	-	**$126,981**
Grand Total		**$126,981**	**-**	**-**	**-**	**-**	**-**	**$126,981**

INFILL STREETLIGHTS PHASE II

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST23049

Project Number: CIPST23049

Description

Install an estimated 80 new streetlights on residential, collector, and arterial streets where there is inadequate lighting.

Justification

The locations identified as part of this project have gaps in the street lighting system requiring an infill project to improve safety.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4030-Transportation Capit	$200,000	-	-	-	-	-	**$200,000**
CONSTRUCT	4030-Transportation Capit	$490,047	-	-	-	-	-	**$490,047**
INTRNL CHG	4030-Transportation Capit	$18,622	-	-	-	-	-	**$18,622**
PUBLIC ART	4030-Transportation Capit	$4,900	-	-	-	-	-	**$4,900**
Grand Total		**$713,569**	**-**	**-**	**-**	**-**	**-**	**$713,569**

TRAFFIC SIGNAL INTERCONNECT

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST23051

Project Number: CIPST23051

Description

This project will extend the City fiber and conduit network by approximately 18 miles. This project would connect approximately 10 traffic signals. The project will also add fiber in area where fiber does not exist so that signals will be brought into the network via fiber.

Justification

This will help operate and maintain traffic signals more efficiently, reducing traffic congestion and pollutant emissions citywide while improving the safety of all roadway users. It will also enhance network redundancy.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4030-Transportation Capit	-	$146,785	-	$218,203	-	$218,203	**$583,191**
DESIGN	4030-Transportation Capit	$100,000	-	$100,000	-	$100,000	-	**$300,000**
INTRNL CHG	4030-Transportation Capit	$1,000	$5,578	$1,000	$8,292	$1,000	$8,292	**$25,162**
PUBLIC ART	4030-Transportation Capit	-	$1,468	-	$2,182	-	$2,182	**$5,832**
Grand Total		**$101,000**	**$153,831**	**$101,000**	**$228,677**	**$101,000**	**$228,677**	**$914,185**

SPEED FEEDBACK SIGNS SCHOOL ZONES

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST23052

Project Number: CIPST23052

Description

This project will install five (5) school zone signs and flashing beacons along arterials throughout the City. These installations will address traffic in both directions approaching each school zone. FY22-23 Arrowhead Elementary & Glendale HS FY23-24 Deer Valley HS & Copper Canon HS FY 24-25 TBD (possibly 1 or both charter schools in PHX along Camelback Rd).

Justification

This project is intended to remind motorists to slow down in school zones in an effort to improve traffic safety.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4030-Transportation Capit	$24,614	-	-	-	-	-	**$24,614**
Grand Total		**$24,614**	**-**	**-**	**-**	**-**	**-**	**$24,614**

INFILL SIDEWALK

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST23053

Project Number: CIPST23053

Description

The project is to install approximately one mile of new sidewalk in the City each year.

Justification

This project will address gaps in the sidewalk system in the City of Glendale. Incomplete sidewalk system is an impediment to pedestrian mobility including ADA users.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4030-Transportation Capit	$113,693	-	-	-	-	-	**$113,693**
CONSTRUCT	4030-Transportation Capit	$147,014	$149,954	$152,953	$156,012	$159,133	$844,695	**$1,609,761**
DESIGN	4030-Transportation Capit	$17,192	$17,536	$17,887	$18,244	$18,609	$98,779	**$188,247**
INTRNL CHG	4030-Transportation Capit	$6,240	$6,365	$6,492	$6,622	$6,754	$35,852	**$68,325**
PUBLIC ART	4030-Transportation Capit	$1,470	$1,500	$1,530	$1,560	$1,591	$8,448	**$16,099**
Grand Total		**$285,609**	**$175,355**	**$178,862**	**$182,438**	**$186,087**	**$987,774**	**$1,996,125**

GUARDRAIL UPDATE

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST23054

Project Number: CIPST23054

Description

This project is to upgrade existing bridge attenuators and guardrails at multiple locations citywide.

Justification

Replacing bridge attenuators and guardrails that do not meet current standards provides safer transportation infrastructure for motorists in the City of Glendale.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4030-Transportation Capit	$93,463	-	-	-	-	-	**$93,463**
CONSTRUCT	4030-Transportation Capit	$109,361	$111,549	$113,780	$116,056	$118,377	$843,903	**$1,413,026**
INTRNL CHG	4030-Transportation Capit	$4,156	$4,238	$4,323	$4,410	$4,498	$32,068	**$53,693**
PUBLIC ART	4030-Transportation Capit	$1,094	$1,115	$1,138	$1,160	$1,184	$8,438	**$14,129**
Grand Total		**$208,074**	**$116,902**	**$119,241**	**$121,626**	**$124,059**	**$884,409**	**$1,574,311**

59TH AVE-THUNDERBIRD INTERSECTION

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST24016

Project Number: CIPST24016

Description

This project is to add northbound to eastbound and westbound to northbound right turn lanes on 59th Ave and Thunderbird Rd.

Justification

This road Intersection capacity improvement is consistent with the City of Glendale Infrastructure Improvement Plan and Level of Service Intersection Analysis.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4431-2019-DIF-Streets	$74,597	-	-	-	-	-	**$74,597**
CONSTRUCT	4431-2019-DIF-Streets	$309,072	-	-	-	-	-	**$309,072**
Grand Total		**$383,669**	**-**	**-**	**-**	**-**	**-**	**$383,669**

67TH AVE-GREENWAY INTERSECTION

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST24017

Project Number: CIPST24017

Description

This project is to add west bound dual left turn lanes along 67th Ave and Greenway Rd.

Justification

This road intersection capacity improvement is consistent with the City of Glendale Infrastructure Improvement Plan. A 2022 study of the intersection identifies the westbound to southbound movement is outside the acceptable level of service.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4431-2019-DIF-Streets	$695,740	-	-	-	-	-	**$695,740**
CONSTRUCT	4431-2019-DIF-Streets	$675,000	-	-	-	-	-	**$675,000**
Grand Total		**$1,370,740**	**-**	**-**	**-**	**-**	**-**	**$1,370,740**

67TH AVE-PEORIA INTERSECTION IMPRV

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST24018

Project Number: CIPST24018

Description

This project is to add a westbound left turn lane along 67th Ave and Peoria Ave.

Justification

This road Intersection capacity improvement is consistent with the City of Glendale Infrastructure Improvement Plan and Level of Service Intersection Analysis.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4431-2019-DIF-Streets	$14,775	-	-	-	-	-	**$14,775**
CONSTRUCT	4431-2019-DIF-Streets	$200,000	-	-	-	-	-	**$200,000**
Grand Total		**$214,775**	**-**	**-**	**-**	**-**	**-**	**$214,775**

99TH AVE: GLENDALE AVE TO NORTHERN

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST24024

Project Number: CIPST24024

Description

This project is to add a north-bound thru lane to fill in gaps from the existing development improvements on 99th Ave from Glendale Ave to Northern Ave.

Justification

This road widening project is consistent with the City of Glendale Infrastructure Improvement Plan.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4431-2019-DIF-Streets	-	-	-	$1,153,040	-	-	**$1,153,040**
DESIGN	4431-2019-DIF-Streets	-	-	$200,000	-	-	-	**$200,000**
Grand Total		**-**	**-**	**$200,000**	**$1,153,040**	**-**	**-**	**$1,353,040**

BALLPARK BLVD: BHR TO MARYLAND AVE

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST24025

Project Number: CIPST24025

Description

This project is to add northbound and southbound through lanes on Ballpark Blvd from Bethany Home Rd to Maryland Ave. This project will occur after the development to the east is complete.

Justification

This road widening project is consistent with the City of Glendale Infrastructure Improvement Plan. This project will connect 5-lane section in Phoenix and other 5-lane section currently being developed.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4431-2019-DIF-Streets	-	-	-	-	$2,706,080	-	**$2,706,080**
DESIGN	4431-2019-DIF-Streets	-	-	-	$468,180	-	-	**$468,180**
Grand Total		**-**	**-**	**-**	**$468,180**	**$2,706,080**	**-**	**$3,174,260**

NORTHERN: REEMS-LITCHFIELD WIDENING

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST24029

Project Number: CIPST24029

Description

This project to widen 0.75 miles south side and .5 miles on north side on Northern Ave from Reems Rd to Litchfield Rd.

Justification

This road widening project is consistent with the City of Glendale Infrastructure Improvement Plan. This project will also complete a partial section adjacent to Luke Airforce Base.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4434-2023-DIF Streets We	-	-	-	$2,111,555	-	-	**$2,111,555**
DESIGN	4434-2023-DIF Streets We	-	-	$414,030	-	-	-	**$414,030**
LAND	4434-2023-DIF Streets We	-	-	$276,020	-	-	-	**$276,020**
Grand Total		**-**	**-**	**$690,050**	**$2,111,555**	**-**	**-**	**$2,801,605**

NORTHERN: SARIVAL-ALSUP WIDENING

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST24030

Project Number: CIPST24030

Description

This project is to add east bound lanes on Northern Ave from Sarival to Alsup Rd.

Justification

This road widening project is consistent with the City of Glendale Infrastructure Improvement Plan.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4434-2023-DIF Streets We	-	-	-	-	-	$2,000,000	**$2,000,000**
DESIGN	4434-2023-DIF Streets We	-	-	-	-	-	$400,000	**$400,000**
EQUIPMENT	4434-2023-DIF Streets We	-	-	-	-	-	$76,000	**$76,000**
LAND	4434-2023-DIF Streets We	-	-	-	-	-	$200,000	**$200,000**
NONCAPITAL	4434-2023-DIF Streets We	-	-	-	-	-	$20,000	**$20,000**
Grand Total		**-**	**-**	**-**	**-**	**-**	**$2,696,000**	**$2,696,000**

REEMS-HATCHER TRAFFIC SIGNAL

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST24031

Project Number: CIPST24031

Description

This project is to add intersection signalization at Reems Road and Hatcher Road. A share of the cost is planned to be paid by Maricopa County Department of Transportation, approximately $241K, and City of Glendale share of approximately $504K. The estimated total cost of the project is $745K.

Justification

This road Intersection capacity improvement is consistent with the City of Glendale Infrastructure Improvement Plan and is needed per the Traffic Impact Analysis.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4031-Transportation Cost	-	-	$199,617	-	-	-	**$199,617**
	4434-2023-DIF Streets We	-	-	$380,080	-	-	-	**$380,080**
DESIGN	4031-Transportation Cost	-	$24,842	-	-	-	-	**$24,842**
	4434-2023-DIF Streets We	-	$74,525	-	-	-	-	**$74,525**
LAND	4031-Transportation Cost	-	$16,561	-	-	-	-	**$16,561**
	4434-2023-DIF Streets We	-	$49,684	-	-	-	-	**$49,684**
Grand Total		**-**	**$165,612**	**$579,697**	**-**	**-**	**-**	**$745,309**

SARIVAL: GLENDALE TO NORTHERN ROADW

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST24032

Project Number: CIPST24032

Description

This project is to add one northbound and one southbound lane on Sarival Ave from Glendale to Northern Ave.

Justification

This road widening project is consistent with the City of Glendale Infrastructure Improvement Plan (DIF).

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4434-2023-DIF Streets We	-	-	-	$2,584,543	-	-	**$2,584,543**
DESIGN	4434-2023-DIF Streets We	-	-	$496,836	-	-	-	**$496,836**
LAND	4434-2023-DIF Streets We	-	-	$331,224	-	-	-	**$331,224**
Grand Total		**-**	**-**	**$828,060**	**$2,584,543**	**-**	**-**	**$3,412,603**

SARIVAL-OLIVE TRAFFIC SIGNAL

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST24033

Project Number: CIPST24033

Description

This project is to add intersection signalization at Sarival Avenue and Olive Avenue. The project cost is planned to be shared with Maricopa County Department of Transportation by 50%. The total cost of the project is estimated to be $1M, and the City of Glendale's share of the cost is approximately $629K.

Justification

This road Intersection capacity improvement is consistent with the City of Glendale Infrastructure Improvement Plan and needed per the Traffic Impact Analysis.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4434-2023-DIF Streets We	-	-	-	$500,000	-	-	**$500,000**
DESIGN	4434-2023-DIF Streets We	-	-	$80,000	-	-	-	**$80,000**
LAND	4434-2023-DIF Streets We	-	-	$49,684	-	-	-	**$49,684**
Grand Total		**-**	**-**	**$129,684**	**$500,000**	**-**	**-**	**$629,684**

SARIVAL-PEORIA INTERSECTION IMPRV

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST24034

Project Number: CIPST24034

Description

This project is to add intersection signalization at Sarival Avenue and Peoria Avenue. The City of Surprise will be the lead agency on this project. The project cost is planned to be shared with the City of Surprise. The total cost of the project is approximately $1.2M. The City of Glendale estimated share of cost is approximately $299K.

Justification

This road Intersection capacity improvement is consistent with the City of Glendale Infrastructure Improvement Plan and is needed per the Traffic Impact Analysis.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4434-2023-DIF Streets We	-	-	-	$250,000	-	-	**$250,000**
DESIGN	4434-2023-DIF Streets We	-	-	$30,000	-	-	-	**$30,000**
LAND	4434-2023-DIF Streets We	-	-	$19,321	-	-	-	**$19,321**
Grand Total		**-**	**-**	**$49,321**	**$250,000**	**-**	**-**	**$299,321**

RIGHT OF WAY LANDSCAPE PLAN

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST24035

Project Number: CIPST24035

Description

This project is to implement the right-of-way landscape plan including citywide landscape improvements. The project includes restoration of approximately 35 miles and replacement of approximately 4,330 missing trees.

Justification

There is a need to develop a long-term sustainable landscape infrastructure that includes water conservation efforts and upgrades.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4030-Transportation Capit	$70,000	-	-	-	-	-	**$70,000**
CONSTRUCT	4030-Transportation Capit	$370,144	$381,248	$392,686	$404,466	-	-	**$1,548,544**
Grand Total		**$440,144**	**$381,248**	**$392,686**	**$404,466**	**-**	**-**	**$1,618,544**

TRANSPORTATION PLAN

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST24037

Project Number: CIPST24037

Description

This project is to develop the long-range Glendale Transportation Plan for the City of Glendale. This plan will also help staff to secure grant funding and shape future private development.

Justification

A Transportation Master Plan is important for the Transportation Department to better understand existing conditions and to plan for the future needs and growth in the City as an extension and focus of General Plan goals and objectives.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4030-Transportation Capit	$251,107	-	-	-	-	-	**$251,107**
STUDY	4030-Transportation Capit	$444,326	-	-	-	-	$1,104,080	**$1,548,406**
Grand Total		**$695,433**	**-**	**-**	**-**	**-**	**$1,104,080**	**$1,799,513**

GLENDALE SAFE STREETS ACTION PLAN

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST24043

Project Number: CIPST24043

Description

This project will develop a comprehensive Vision Zero and Safety Action Plan to prevent roadway fatalities and serious injuries for all users of Glendale's roadway network.

Justification

The Action Plan will identify and address pedestrian and driver safety. The estimated local share is$199K and the grant share is $800K.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	2060-Transportation Grant	$652,793	-	-	-	-	-	**$652,793**
	4020-Hurf Capital Projects	$163,239	-	-	-	-	-	**$163,239**
Grand Total		**$816,032**	**-**	**-**	**-**	**-**	**-**	**$816,032**

51ST AVE - OLIVE AVE TO CACTUS ROAD

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST24060

Project Number: CIPST24060

Description

This project is to reconstruct the street segment between 51st Ave from Olive Ave to Cactus Rd and related improvements

Justification

This street segment has been identified in the Pavement Management Plan and Pavement Condition Inventory to be surface reconstructed due to poor pavement conditions.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4030-Transportation Capit	$553,850	-	-	-	-	-	**$553,850**
CONSTRUCT	4030-Transportation Capit	$3,765,813	-	-	-	-	-	**$3,765,813**
Grand Total		**$4,319,663**	**-**	**-**	**-**	**-**	**-**	**$4,319,663**

67TH AVE - BEARDSLEY TO PINNACLE PK

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST24068

Project Number: CIPST24068

Description

This project is to add capacity improvements along 67th Ave between Beardsley Rd and Deer Valley Rd, which shall be funded with Development Impact Fee (DIF). The project also includes partial reconstruction of 67th Ave between Beardsley Rd and Deer Valley Rd. The partial reconstruction shall be funded with non-DIF funds.

Justification

Currently, 67th Ave between Beardsley Rd and Deer Valley Rd has additional capacity needs. Also, 67th Ave between Beardsley Rd and Deer Valley Rd has been identified as needing reconstruction in the 2023 Pavement Management Report.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4431-2019-DIF-Streets	$461,500	-	-	-	-	-	**$461,500**
CONSTRUCT	4010-Streets Construction	-	$6,210,532	-	-	-	-	**$6,210,532**
	4431-2019-DIF-Streets	-	$4,205,232	-	-	-	-	**$4,205,232**
INTRNL CHG	4010-Streets Construction	-	$62,105	-	-	-	-	**$62,105**
PUBLIC ART	4010-Streets Construction	-	$236,000	-	-	-	-	**$236,000**
RIGHTOFWAY	4431-2019-DIF-Streets	$500,000	-	-	-	-	-	**$500,000**
Grand Total		**$961,500**	**$10,713,869**	**-**	**-**	**-**	**-**	**$11,675,369**

GLENDALE AVE RADAR DET & ADAPT CONT

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST25012

Project Number: CIPST25012

Description

Installation of radar detection & adaptive control on Glendale Ave between 45th Ave and 83rd Ave.

Justification

The City was awarded a grant to improve signal timing and progression along Glendale Ave between Downtown and the Westgate area.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	2060-Transportation Grant	$397,192	-	-	-	-	-	**$397,192**
Grand Total		**$397,192**	**-**	**-**	**-**	**-**	**-**	**$397,192**

ADVANCE DETECTION & STOP BAR INSTAL

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST25013

Project Number: CIPST25013

Description

This project is for the installation of advanced detection and stop bar along Bethany Home Rd between 47th Ave and Loop 101.

Justification

The City was awarded a grant to improve signal timing and progression along Bethany Home Rd. The project length is 6 miles.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	2060-Transportation Grant	$513,746	-	-	-	-	-	**$513,746**
Grand Total		**$513,746**	**-**	**-**	**-**	**-**	**-**	**$513,746**

ST RECON 71ST AVE & BEARDSLEY AREA

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST25042

Project Number: CIPST25042

Description

Partial pavement reconstruction across defined segments of Aurora Dr, Blackhawk Dr, Firebird Dr, Irma Ln/Dr, Mohawk Ln, Pontiac Dr, Potter Dr, Quail Ave, Tonopah Dr, Trails Dr, and portions of 69 Ln, 70 Ave, 71 Dr/Ln, 72 Ave, 73 Dr, 74 Ave, and 74 Dr, covering the neighborhood street network between 67 Dr and Deer Valley Rd.

Justification

2023 Pavement Management Report identifies this street pavement requiring partial reconstruction.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4030-Transportation Capit	$6,037,743	-	-	-	-	-	**$6,037,743**
DESIGN	4030-Transportation Capit	$334,686	-	-	-	-	-	**$334,686**
INTRNL CHG	4030-Transportation Capit	$254,362	-	-	-	-	-	**$254,362**
PUBLIC ART	4030-Transportation Capit	$66,937	-	-	-	-	-	**$66,937**
Grand Total		**$6,693,728**	**-**	**-**	**-**	**-**	**-**	**$6,693,728**

ST RECON 63RD AVE & BEARDSLEY AREA

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST25043

Project Number: CIPST25043

Description

Partial reconstruction of street pavement along Behrend Dr (59 Ave - 63 Ave), Behrend Dr (63 Dr - 64 Dr), Julie Dr (61 Ave - 63 Ave), McRae Way (61 Ave - 62 Dr), Taro Ln (63 Dr - 65 Ave), Tonto Dr (cul-de-sac - 64 Dr), Utopia Rd (59 Ave - 67 Ave), 59 Dr (cul-de-sac - Sack Dr), 59 Dr (Topeka Dr - Kerry Ln), 63 Ave (Utopia Rd - Beardsley Rd), 65 Ave (Taro Ln - Kristal Way), 65 Ave (Adobe Dr - Wahalla Ln), 66 Ave (cul-de-sac - Utopia Rd)

Justification

2023 Pavement Management Report identifies this street pavement requiring partial reconstruction.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4030-Transportation Capit	$2,975,416	-	-	-	-	-	**$2,975,416**
DESIGN	4030-Transportation Capit	$164,934	-	-	-	-	-	**$164,934**
INTRNL CHG	4030-Transportation Capit	$125,350	-	-	-	-	-	**$125,350**
PUBLIC ART	4030-Transportation Capit	$32,987	-	-	-	-	-	**$32,987**
Grand Total		**$3,298,687**	**-**	**-**	**-**	**-**	**-**	**$3,298,687**

RECON 55TH AVE, CACTUS TO CHOLLA ST

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST25044

Project Number: CIPST25044

Description

Partial reconstruction of 55th Ave from Cholla St to Cactus Rd

Justification

2023 Pavement Management Report identifies this street pavement requiring partial reconstruction.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4030-Transportation Capit	$528,530	-	-	-	-	-	**$528,530**
DESIGN	4030-Transportation Capit	$29,298	-	-	-	-	-	**$29,298**
INTRNL CHG	4030-Transportation Capit	$22,266	-	-	-	-	-	**$22,266**
PUBLIC ART	4030-Transportation Capit	$5,860	-	-	-	-	-	**$5,860**
Grand Total		**$585,954**	**-**	**-**	**-**	**-**	**-**	**$585,954**

ST RECON, 51ST AVE & NORTHERN AREA

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST25045

Project Number: CIPST25045

Description

Partial reconstruction of street pavement along Diana Ave (51 Dr - 53 Ave), Freeway Ln (51 Dr - 53 Ave), Freeway Ln (51 Ave - 51 Dr), Orchid Ln (51 Dr - 562 Dr), Seldon Ln (51 Dr - 53 Ave), 51 Dr (Seldon Ln - Diana Ave), 51 Ln (Butler Dr - cul-de-sac), 52 Dr (Seldon Ln - cul-de-sac), 52 Dr (Freeway Ln - Orchid Ln), 53 Ave (Loma Ln - Harmont Dr), 53 Ave (Northern Ave - Butler Dr)

Justification

2023 Pavement Management Report identifies this street pavement requiring partial reconstruction.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4030-Transportation Capit	$1,387,163	-	-	-	-	-	**$1,387,163**
DESIGN	4030-Transportation Capit	$76,894	-	-	-	-	-	**$76,894**
INTRNL CHG	4030-Transportation Capit	$58,439	-	-	-	-	-	**$58,439**
PUBLIC ART	4030-Transportation Capit	$15,379	-	-	-	-	-	**$15,379**
Grand Total		**$1,537,875**	**-**	**-**	**-**	**-**	**-**	**$1,537,875**

ST RECON, 51ST AVE & GLENDALE AREA

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST25046

Project Number: CIPST25046

Description

Partial reconstruction of street pavement along Glenn Dr (51 Ave - cul-de-sac), Glenn Dr (Alley - Alley), 58 Ave (Glendale Ave - Myrtle Ave), 58 Dr (Glenn Dr - Myrtle Ave), 59 Dr (cul-de-sac - Myrtle Ave), 53 Ave (Glendale Ave - Myrtle Ave), 54 Ave (Glendale Ave - Myrtle Ave), 54 Dr (Glenn Dr - Palmaire Ave), 55 Dr (Glendale Ave - Myrtle Ave), 56 Ave (Glendale Ave - Palmaire Ave), 57 Ave (Glendale Ave - Myrtle Ave), 57 Dr (Glendale Ave - cul-de-sac), 57 Dr (Palmaire Ave - Myrtle Ave)

Justification

2023 Pavement Management Report identifies this street pavement requiring partial reconstruction.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4030-Transportation Capit	$2,531,937	-	-	-	-	-	**$2,531,937**
DESIGN	4030-Transportation Capit	$140,351	-	-	-	-	-	**$140,351**
INTRNL CHG	4030-Transportation Capit	$106,667	-	-	-	-	-	**$106,667**
PUBLIC ART	4030-Transportation Capit	$28,070	-	-	-	-	-	**$28,070**
Grand Total		**$2,807,025**	**-**	**-**	**-**	**-**	**-**	**$2,807,025**

ST RECON, 83RD AVE & MARYLAND AREA

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST25047

Project Number: CIPST25047

Description

Partial reconstruction of street pavement along Maryland Ave (cul-de-sac - 83 Ave), 81 Ave (Citrus Way - Maryland Ave), 81 Dr (cul-de-sac - Stella Ave), 81 Ln (cul-de-sac - Citrus Way), 82 Ave (Citrus Way - Maryland Ave)

Justification

2023 Pavement Management Report identifies this street pavement requiring partial reconstruction.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4030-Transportation Capit	$666,295	-	-	-	-	-	**$666,295**
DESIGN	4030-Transportation Capit	$36,934	-	-	-	-	-	**$36,934**
INTRNL CHG	4030-Transportation Capit	$28,070	-	-	-	-	-	**$28,070**
PUBLIC ART	4030-Transportation Capit	$7,387	-	-	-	-	-	**$7,387**
Grand Total		**$738,686**	**-**	**-**	**-**	**-**	**-**	**$738,686**

RECON GLENN DR, 88TH LN TO 87TH DR

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST25048

Project Number: CIPST25048

Description

Partial reconstruction of Glenn Dr from 88th Ln to 87th Dr

Justification

2023 Pavement Management Report identifies this street pavement requiring partial reconstruction.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4030-Transportation Capit	$238,204	-	-	-	-	-	**$238,204**
DESIGN	4030-Transportation Capit	$13,204	-	-	-	-	-	**$13,204**
INTRNL CHG	4030-Transportation Capit	$10,035	-	-	-	-	-	**$10,035**
PUBLIC ART	4030-Transportation Capit	$2,641	-	-	-	-	-	**$2,641**
Grand Total		**$264,084**	**-**	**-**	**-**	**-**	**-**	**$264,084**

MOUNTAIN VIEW RD, 43RD TO 59TH

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST25049

Project Number: CIPST25049

Description

Partial reconstruction of Mountain View Rd from 59th Ave to 43rd Ave.

Justification

2023 Pavement Management Report identifies this street pavement requiring partial reconstruction.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
BOND ISSUE	4013-2026 Streets Bonds	$1,160	-	-	-	-	-	**$1,160**
CONSTRUCT	4010-Streets Construction	-	$2,092,877	-	-	-	-	**$2,092,877**
DESIGN	4013-2026 Streets Bonds	$116,013	-	-	-	-	-	**$116,013**
INTRNL CHG	4010-Streets Construction	-	$88,170	-	-	-	-	**$88,170**
PUBLIC ART	4010-Streets Construction	-	$23,203	-	-	-	-	**$23,203**
Grand Total		**$117,173**	**$2,204,250**	**-**	**-**	**-**	**-**	**$2,321,423**

ST RECON, 75TH AVE & NORTHERN AREA

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST25050

Project Number: CIPST25050

Description

Partial street pavement reconstruction on: Belmont Ave (cul-de-sac–72 Dr), Carole Ln (73 Dr–75 Ave), Flynn Ln (67–68 Ave), Frier Dr (71–75 Ave), Gardenia Ave (67 Dr–73 Ave), Glenn Dr (68–69 Ave & 71 Ave–cul-de-sac), Morten Ave (72 Ave–cul-de-sac), State Ave (67 Dr–69 Ave & 69 Dr–cul-de-sac & 70 Ave–cul-de-sac), Northview Ave (67–68 Ln, 69–70 Dr, 72–73 Ave), Orangewood Ave (67–75 Ave), Palmaire Ave (67–68 Ave & 71–72 Ave), Vista Ave (cul-de-sac–73 Ave), plus segments of 67–71 Dr/Ave.

Justification

2023 Pavement Management Report identifies this street pavement requiring partial reconstruction.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4010-Streets Construction	-	$5,985,773	-	-	-	-	**$5,985,773**
DESIGN	4010-Streets Construction	-	$331,806	-	-	-	-	**$331,806**
INTRNL CHG	4010-Streets Construction	-	$252,172	-	-	-	-	**$252,172**
PUBLIC ART	4010-Streets Construction	-	$66,361	-	-	-	-	**$66,361**
Grand Total		**-**	**$6,636,112**	**-**	**-**	**-**	**-**	**$6,636,112**

RECON ROSE LN, GRAND CANAL TO 99TH

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST25051

Project Number: CIPST25051

Description

Partial pavement reconstruction of Rose Ln from Grand Canal (cul-de-sac) to 99th Ave.

Justification

2023 Pavement Management Report identifies this street pavement requiring partial reconstruction.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4030-Transportation Capit	-	$280,532	-	-	-	-	**$280,532**
DESIGN	4030-Transportation Capit	-	$15,551	-	-	-	-	**$15,551**
INTRNL CHG	4030-Transportation Capit	-	$11,818	-	-	-	-	**$11,818**
PUBLIC ART	4030-Transportation Capit	-	$3,110	-	-	-	-	**$3,110**
Grand Total		**-**	**$311,011**	**-**	**-**	**-**	**-**	**$311,011**

ST RECON, 75TH AVE & DENARO DR AREA

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST25052

Project Number: CIPST25052

Description

Partial reconstruction of street pavement along Denaro Dr (Denaro Dr - Arrowhead Clubhouse Dr), Matilda Ln (Matilda Ln - Arrowhead Clubhouse Dr), Denaro Dr (Denaro Dr - cul-de-sac), Matilda Ln (Denaro Dr - Matilda Ln)

Justification

2023 Pavement Management Report identifies this street pavement requiring partial reconstruction.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4010-Streets Construction	-	$189,281	-	-	-	-	**$189,281**
DESIGN	4010-Streets Construction	-	$10,492	-	-	-	-	**$10,492**
INTRNL CHG	4010-Streets Construction	-	$7,974	-	-	-	-	**$7,974**
PUBLIC ART	4010-Streets Construction	-	$2,099	-	-	-	-	**$2,099**
Grand Total		**-**	**$209,846**	**-**	**-**	**-**	**-**	**$209,846**

46TH AVE, McLENNAN TO OCOTILLO

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST25053

Project Number: CIPST25053

Description

Partial pavement reconstruction of 46th Ave from McLellan Rd to Ocotillo Rd.

Justification

2023 Pavement Management Report identifies this street pavement requiring partial reconstruction.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4010-Streets Construction	-	-	$95,973	-	-	-	**$95,973**
DESIGN	4010-Streets Construction	-	-	$5,320	-	-	-	**$5,320**
INTRNL CHG	4010-Streets Construction	-	-	$4,043	-	-	-	**$4,043**
PUBLIC ART	4010-Streets Construction	-	-	$1,064	-	-	-	**$1,064**
Grand Total		**-**	**-**	**$106,400**	**-**	**-**	**-**	**$106,400**

ST RECON, 59TH AVE & BETHANY AREA

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST25054

Project Number: CIPST25054

Description

Partial street pavement reconstruction on: Berridge Ln, Cavalier Dr, Citrus Way, Claremont St, Keim Dr, Marlette Ave, Maryland Ave, McLellan Rd, Ocotillo Rd, Rose Ln, Stella Ave, plus segments of 60–63 Ave and 61–62 Dr (various stretches between Bethany Home Rd and Ocotillo Rd).

Justification

2023 Pavement Management Report identifies this street pavement requiring partial reconstruction.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4010-Streets Construction	-	-	$6,036,428	-	-	-	**$6,036,428**
DESIGN	4010-Streets Construction	-	-	$334,614	-	-	-	**$334,614**
INTRNL CHG	4010-Streets Construction	-	-	$254,306	-	-	-	**$254,306**
PUBLIC ART	4010-Streets Construction	-	-	$66,923	-	-	-	**$66,923**
Grand Total		**-**	**-**	**$6,692,271**	**-**	**-**	**-**	**$6,692,271**

ST RECON, 69TH AVE & GREENWAY AREA

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST25055

Project Number: CIPST25055

Description

Partial street pavement reconstruction on: Carol Ann Way, Greenway Rd, Karen Lee Ln, Mary Jane Ln, Nancy Rd, Paradise Ln, Patricia Ann Ln, Sherri Jean Ln, Wanda Lynn Ln, Zoe Ella Way, plus segments of 67 Dr, 68 Ave/Dr, and 69 Ave (various stretches between 63 Ave and Greenway Rd).

Justification

2023 Pavement Management Report identifies this street pavement requiring partial reconstruction.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4030-Transportation Capit	-	-	$3,644,305	-	-	-	**$3,644,305**
DESIGN	4030-Transportation Capit	-	-	$202,012	-	-	-	**$202,012**
INTRNL CHG	4030-Transportation Capit	-	-	$153,529	-	-	-	**$153,529**
PUBLIC ART	4030-Transportation Capit	-	-	$40,402	-	-	-	**$40,402**
Grand Total		**-**	**-**	**$4,040,248**	**-**	**-**	**-**	**$4,040,248**

ST RECON, 47TH AVE & NORTHERN AREA

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST25056

Project Number: CIPST25056

Description

Partial street pavement reconstruction on: Echo Ln, El Caminito Dr, El Camino Dr, Griswold Rd, Harmont Dr, Las Palmaritas Dr, Laurie Ln, Loma Ln, Royal Palm Rd, plus segments of 43 Dr, 44 Ave, 45 Ave, and 46 Ave (various stretches between Northern Ave and Butler Dr).

Justification

2023 Pavement Management Report identifies this street pavement requiring partial reconstruction.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4010-Streets Construction	-	-	-	$3,049,836	-	-	**$3,049,836**
DESIGN	4010-Streets Construction	-	-	-	$169,060	-	-	**$169,060**
INTRNL CHG	4010-Streets Construction	-	-	-	$128,485	-	-	**$128,485**
PUBLIC ART	4010-Streets Construction	-	-	-	$33,812	-	-	**$33,812**
Grand Total		**-**	**-**	**-**	**$3,381,193**	**-**	**-**	**$3,381,193**

ROSE LN, CUL-DE-SAC TO 49TH AVE

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST25057

Project Number: CIPST25057

Description

Partial pavement reconstruction of Rose Ln from cul-de-sac to 49th Ave.

Justification

2023 Pavement Management Report identifies this street pavement requiring partial reconstruction.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4030-Transportation Capit	-	-	-	$113,227	-	-	**$113,227**
DESIGN	4030-Transportation Capit	-	-	-	$6,276	-	-	**$6,276**
INTRNL CHG	4030-Transportation Capit	-	-	-	$4,770	-	-	**$4,770**
PUBLIC ART	4030-Transportation Capit	-	-	-	$1,255	-	-	**$1,255**
Grand Total		**-**	**-**	**-**	**$125,528**	**-**	**-**	**$125,528**

ST RECON, 71ST AVE & NORTHERN AREA

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST25058

Project Number: CIPST25058

Description

Partial street pavement reconstruction on: Augusta Ave, Belmont Ave, Frier Dr, plus segments of 67 Ave, 68 Ave, 69 Ave, and 70 Ave (various stretches between Orangewood Ave and Northern Ave).

Justification

2023 Pavement Management Report identifies this street pavement requiring partial reconstruction.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4010-Streets Construction	-	-	-	$2,192,258	-	-	**$2,192,258**
DESIGN	4010-Streets Construction	-	-	-	$121,522	-	-	**$121,522**
INTRNL CHG	4010-Streets Construction	-	-	-	$92,357	-	-	**$92,357**
PUBLIC ART	4010-Streets Construction	-	-	-	$24,304	-	-	**$24,304**
Grand Total		**-**	**-**	**-**	**$2,430,441**	**-**	**-**	**$2,430,441**

ST RECON, 79TH AVE & BETHANY AREA

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST25059

Project Number: CIPST25059

Description

Partial street pavement reconstruction on: Montebello Ave, Palo Verde Dr, Rancho Dr, San Miguel Ave, Solano Dr, plus segments of 79 Dr, 80 Dr, and 81 Ave (various stretches between Bethany Home Rd and Rancho Dr).

Justification

2023 Pavement Management Report identifies this street pavement requiring partial reconstruction.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4010-Streets Construction	-	-	$543,830	$543,830	-	-	**$1,087,660**
DESIGN	4010-Streets Construction	-	-	$30,146	$30,146	-	-	**$60,292**
INTRNL CHG	4010-Streets Construction	-	-	$22,911	$22,911	-	-	**$45,822**
PUBLIC ART	4010-Streets Construction	-	-	$6,029	$6,029	-	-	**$12,058**
Grand Total		**-**	**-**	**$602,916**	**$602,916**	**-**	**-**	**$1,205,832**

ST RECON, 75TH AVE & GLENDALE AREA

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST25060

Project Number: CIPST25060

Description

Partial street pavement reconstruction on: Fleetwood Ln, Flynn Ln, Lamar Rd, Peppertree Ln, plus segments of 73 Dr, 74 Ave, and 74 Dr (various stretches between 73 Ave and 75 Ave).

Justification

2023 Pavement Management Report identifies this street pavement requiring partial reconstruction.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4010-Streets Construction	-	-	-	-	$768,092	-	**$768,092**
DESIGN	4010-Streets Construction	-	-	-	-	$42,577	-	**$42,577**
INTRNL CHG	4010-Streets Construction	-	-	-	-	$32,359	-	**$32,359**
PUBLIC ART	4010-Streets Construction	-	-	-	-	$8,515	-	**$8,515**
Grand Total		**-**	**-**	**-**	**-**	**$851,543**	**-**	**$851,543**

UNION HILLS, 51ST AVE TO 59TH AVE

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST25061

Project Number: CIPST25061

Description

Partial pavement reconstruction of Union Hills Dr from 59th Ave to 51st Ave.

Justification

2023 Pavement Management Report identifies this street pavement requiring reconstruction.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4010-Streets Construction	-	-	-	-	$4,500,000	-	**$4,500,000**
DESIGN	4010-Streets Construction	-	-	-	$200,000	-	-	**$200,000**
INTRNL CHG	4010-Streets Construction	-	-	-	-	$171,000	-	**$171,000**
PUBLIC ART	4010-Streets Construction	-	-	-	-	$45,000	-	**$45,000**
RIGHTOFWAY	4010-Streets Construction	-	-	-	$50,000	-	-	**$50,000**
Grand Total		**-**	**-**	**-**	**$250,000**	**$4,716,000**	**-**	**$4,966,000**

59TH, DEER VALLEY TO PINNACLE PEAK

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST25062

Project Number: CIPST25062

Description

Partial pavement reconstruction of 59th Ave from Deer Valley Rd to Pinnacle Peak Rd.

Justification

2023 Pavement Management Report identifies this street pavement requiring partial reconstruction.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4010-Streets Construction	-	-	-	-	$2,000,000	-	**$2,000,000**
DESIGN	4010-Streets Construction	-	-	-	$125,000	-	-	**$125,000**
INTRNL CHG	4010-Streets Construction	-	-	-	-	$76,000	-	**$76,000**
PUBLIC ART	4010-Streets Construction	-	-	-	-	$20,000	-	**$20,000**
Grand Total		**-**	**-**	**-**	**$125,000**	**$2,096,000**	**-**	**$2,221,000**

RECON BELL RD, 67TH AVE TO 75TH AVE

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST25063

Project Number: CIPST25063

Description

Partial pavement reconstruction of Bell Rd from 75th Ave to 67th Ave.

Justification

2023 Pavement Management Report identifies this street pavement requiring partial reconstruction.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4010-Streets Construction	-	-	-	-	-	$4,686,269	**$4,686,269**
DESIGN	4010-Streets Construction	-	-	-	-	$259,771	-	**$259,771**
INTRNL CHG	4010-Streets Construction	-	-	-	-	-	$197,426	**$197,426**
PUBLIC ART	4010-Streets Construction	-	-	-	-	-	$51,955	**$51,955**
Grand Total		**-**	**-**	**-**	**-**	**$259,771**	**$4,935,650**	**$5,195,421**

ST RECON, 55TH AVE & BELL RD AREA

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST25064

Project Number: CIPST25064

Description

Partial street pavement reconstruction on: Beverly Ln, Talavi Blvd, plus segments of 55 Ave, 56 Ave, and 57 Ave (various stretches between Bell Rd and Beverly Ln).

Justification

2023 Pavement Management Report identifies this street pavement requiring partial reconstruction.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4010-Streets Construction	-	-	-	-	-	$2,323,863	**$2,323,863**
DESIGN	4010-Streets Construction	-	-	-	-	-	$128,817	**$128,817**
INTRNL CHG	4010-Streets Construction	-	-	-	-	-	$97,901	**$97,901**
PUBLIC ART	4010-Streets Construction	-	-	-	-	-	$25,763	**$25,763**
Grand Total		**-**	**-**	**-**	**-**	**-**	**$2,576,344**	**$2,576,344**

ST RECON, 79TH AVE & GLENDALE AREA

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST25065

Project Number: CIPST25065

Description

Partial street pavement reconstruction on: Krall St, Lamar Rd, McLellan Rd, Ocotillo Rd, Sierra Vista Dr, Tuckey Ln, plus segments of 79 Dr, 79 Ln, 80 Ave, 81 Ave, 81 Dr, 81 Ln, 82 Ave, and 82 Dr (various stretches between Maryland Ave and Glendale Ave).

Justification

2023 Pavement Management Report identifies this street pavement requiring partial reconstruction.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4010-Streets Construction	-	-	-	-	-	$3,894,910	**$3,894,910**
DESIGN	4010-Streets Construction	-	-	-	-	-	$215,904	**$215,904**
INTRNL CHG	4010-Streets Construction	-	-	-	-	-	$164,087	**$164,087**
PUBLIC ART	4010-Streets Construction	-	-	-	-	-	$43,180	**$43,180**
Grand Total		**-**	**-**	**-**	**-**	**-**	**$4,318,081**	**$4,318,081**

NEW RIVER, GLENDALE TO CUL-DE-SAC

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST25066

Project Number: CIPST25066

Description

Partial pavement reconstruction of New River Rd from Glendale Ave to cul-de-sac.

Justification

2023 Pavement Management Report identifies this street pavement requiring reconstruction.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4010-Streets Construction	-	-	-	-	-	$421,229	**$421,229**
DESIGN	4010-Streets Construction	-	-	-	-	-	$23,350	**$23,350**
INTRNL CHG	4010-Streets Construction	-	-	-	-	-	$17,746	**$17,746**
PUBLIC ART	4010-Streets Construction	-	-	-	-	-	$4,670	**$4,670**
Grand Total		**-**	**-**	**-**	**-**	**-**	**$466,995**	**$466,995**

ST RECON, OLIVE AVE & 51ST AVE AREA

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST25067

Project Number: CIPST25067

Description

Partial street pavement reconstruction on: Echo Ln, El Caminito Dr, Harmont Dr, Las Palmaritas Dr, Laurie Ln, Royal Palm Rd, plus segments of 49 Ave, 49 Dr, 50 Ave, 50 Dr, 51 Dr, 52 Ave, and 52 Dr (various stretches between Butler Dr and Royal Palm Rd).

Justification

2023 Pavement Management Report identifies this street pavement requiring partial reconstruction.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4010-Streets Construction	-	-	-	-	-	$3,895,003	**$3,895,003**
DESIGN	4010-Streets Construction	-	-	-	-	-	$215,909	**$215,909**
INTRNL CHG	4010-Streets Construction	-	-	-	-	-	$164,091	**$164,091**
PUBLIC ART	4010-Streets Construction	-	-	-	-	-	$43,182	**$43,182**
Grand Total		**-**	**-**	**-**	**-**	**-**	**$4,318,185**	**$4,318,185**

ACTIVE TRANSPORTATION PLAN

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST25069

Project Number: CIPST25069

Description

This project is to develop an Active Transportation Plan for the City of Glendale, which would include safe routes to school, bicycle and pedestrian circulation, staffing for the Alive@25 Driver Safety Education Program, and an Americans with Disabilities Act Plan. The grant has not yet been secured.

Justification

The Transportation Department is in the process of securing a grant that requires the project to be listed in the CIP.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
NONCAPITAL	2060-Transportation Grant	$799,992	-	-	-	-	-	**$799,992**
	4030-Transportation Capit	$199,998	-	-	-	-	-	**$199,998**
Grand Total		**$999,990**	**-**	**-**	**-**	**-**	**-**	**$999,990**

ST RECON BETHANY HM - 43RD TO 51ST

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST25070

Project Number: CIPST25070

Description

Partial pavement reconstruction of Bethany Home Rd from 51st Ave to 43rd Ave.

Justification

This street segment has been identified in the Pavement Management Plan and Pavement Condition Inventory to be reconstructed due to poor pavement conditions.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
BOND ISSUE	4010-Streets Construction	-	-	$49,160	-	-	-	**$49,160**
CARRYOVER	4030-Transportation Capit	$250,000	-	-	-	-	-	**$250,000**
CONSTRUCT	4010-Streets Construction	-	-	$4,500,000	-	-	-	**$4,500,000**
DESIGN	4010-Streets Construction	-	-	$200,000	-	-	-	**$200,000**
INTRNL CHG	4010-Streets Construction	-	-	$171,000	-	-	-	**$171,000**
PUBLIC ART	4010-Streets Construction	-	-	$45,000	-	-	-	**$45,000**
Grand Total		**$250,000**	**-**	**$4,965,160**	**-**	**-**	**-**	**$5,215,160**

ST RECON GREENWAY - 59TH TO 51ST

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST25072

Project Number: CIPST25072

Description

Partial pavement reconstruction of Greenway Rd from 59th Ave to 51st Ave.

Justification

2023 Pavement Management Report identifies this street pavement requiring reconstruction.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4010-Streets Construction	-	-	-	$4,500,000	-	-	**$4,500,000**
DESIGN	4010-Streets Construction	-	-	$200,000	-	-	-	**$200,000**
INTRNL CHG	4010-Streets Construction	-	-	-	$171,000	-	-	**$171,000**
PUBLIC ART	4010-Streets Construction	-	-	-	$45,000	-	-	**$45,000**
Grand Total		**-**	**-**	**$200,000**	**$4,716,000**	**-**	**-**	**$4,916,000**

ST RECON CAMELBACK - 59TH TO 83RD

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST25073

Project Number: CIPST25073

Description

Partial pavement reconstruction of Camelback Rd from 59th Ave to 83rd Ave.

Justification

2023 Pavement Management Report identifies this street pavement requiring reconstruction.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4011-2024 Street Bonds	$1,675,087	-	-	-	-	-	**$1,675,087**
CONSTRUCT	4010-Streets Construction	-	$5,533,500	-	-	-	-	**$5,533,500**
Grand Total		**$1,675,087**	**$5,533,500**	**-**	**-**	**-**	**-**	**$7,208,587**

ST RECON 75TH-DEER VLLY TO BEARDSLY

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST25075

Project Number: CIPST25075

Description

Partial pavement reconstruction of 75th Ave from Beardsley Rd to Deer Valley Rd.

Justification

2023 Pavement Management Report identifies this street pavement requiring partial reconstruction.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
BOND ISSUE	4013-2026 Streets Bonds	$13,626	-	-	-	-	-	**$13,626**
CARRYOVER	2060-Transportation Grant	$2,911,725	-	-	-	-	-	**$2,911,725**
	4010-Streets Construction	$66,567	-	-	-	-	-	**$66,567**
CONSTRUCT	4013-2026 Streets Bonds	$1,229,059	-	-	-	-	-	**$1,229,059**
DESIGN	4013-2026 Streets Bonds	$68,130	-	-	-	-	-	**$68,130**
INTRNL CHG	4013-2026 Streets Bonds	$51,779	-	-	-	-	-	**$51,779**
PUBLIC ART	4013-2026 Streets Bonds	$13,626	-	-	-	-	-	**$13,626**
Grand Total		**$4,354,512**	**-**	**-**	**-**	**-**	**-**	**$4,354,512**

DOWNTOWN PEDESTRIAN LIGHT SYSTEM

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST25080

Project Number: CIPST25080

Description

Retrofit decorative downtown pedestrian lights with LED fixtures and use dimming technology to reduce energy consumption.

Justification

New lighting fixtures will reduce energy consumption and in return reduce electricity cost.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	2060-Transportation Grant	$226,635	-	-	-	-	-	**$226,635**
Grand Total		**$226,635**	**-**	**-**	**-**	**-**	**-**	**$226,635**

UPGRADE TO OUTDATED SIGNAL

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST26014

Project Number: CIPST26014

Description

Signals that require updates to poles, mast arms, and signal hardware as they are reaching the end of their life span.

Justification

Staff have identified several systems that are in poor shape and should be upgraded to ensure safety and optimal operation at the signalized intersection.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4020-Hurf Capital Projects	$1,000,000	-	-	$1,000,000	-	$1,000,000	**$3,000,000**
DESIGN	4020-Hurf Capital Projects	$100,000	-	$100,000	-	$100,000	-	**$300,000**
Grand Total		**$1,100,000**	**-**	**$100,000**	**$1,000,000**	**$100,000**	**$1,000,000**	**$3,300,000**

LITCHFIELD-MISSOURI TO NORTHERN

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST26018

Project Number: CIPST26018

Description

This street pavement reconstruction project involves the comprehensive rehabilitation and enhancement of the roadway infrastructure along Litchfield Rd. The scope includes the removal and replacement of the existing pavement surface to improve drivability, safety, and durability. As part of the project, Americans with Disabilities Act (ADA) compliance will be addressed through the reconstruction and upgrading of curb ramps at applicable intersections.

Justification

This reconstruction effort aims to extend the service life of the roadway, improve safety and accessibility for all users, and support the city's long-term transportation and mobility goals.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
BOND ISSUE	4013-2026 Streets Bonds	$9,600	-	-	-	-	-	**$9,600**
CARRYOVER	4011-2024 Street Bonds	$573,000	-	-	-	-	-	**$573,000**
CONSTRUCT	4010-Streets Construction	-	$5,283,900	-	-	-	-	**$5,283,900**
RIGHTOFWAY	4013-2026 Streets Bonds	$960,000	-	-	-	-	-	**$960,000**
Grand Total		**$1,542,600**	**$5,283,900**	**-**	**-**	**-**	**-**	**$6,826,500**

GLENDALE-EL MIRAGE TO LITCHFIELD

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST26019

Project Number: CIPST26019

Description

This street pavement reconstruction project involves the comprehensive rehabilitation and enhancement of the roadway infrastructure along Glendale Ave. The scope includes the removal and replacement of the existing pavement surface to improve drivability, safety, and durability. As part of the project, Americans with Disabilities Act (ADA) compliance will be addressed through the reconstruction and upgrading of curb ramps at applicable intersections.

Justification

This reconstruction effort aims to extend the service life of the roadway, improve safety and accessibility for all users, and support the city's long-term transportation and mobility goals.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
BOND ISSUE	4013-2026 Streets Bonds	$1,350	-	-	-	-	-	**$1,350**
CARRYOVER	4011-2024 Street Bonds	$582,000	-	-	-	-	-	**$582,000**
CONSTRUCT	4010-Streets Construction	-	$3,786,000	-	-	-	-	**$3,786,000**
RIGHTOFWAY	4013-2026 Streets Bonds	$135,000	-	-	-	-	-	**$135,000**
Grand Total		**$718,350**	**$3,786,000**	**-**	**-**	**-**	**-**	**$4,504,350**

67TH, DEER VALLEY TO PINNACLE PEAK

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST26020

Project Number: CIPST26020

Description

This arterial widening and street pavement reconstruction project involves widening 67th Avenue by adding one lane in each direction and will require the acquisition of additional right-of-way. The existing roadway surface will be upgraded to meet current pavement standards. The project will also address Americans with Disabilities Act (ADA) compliance by reconstructing and upgrading curb ramps at applicable intersections, ensuring accessible and safe pedestrian crossings.

Justification

This project is designed to extend the service life of the roadway, improve safety and accessibility for all users, and support regional mobility and long-term transportation planning goals.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
BOND ISSUE	4013-2026 Streets Bonds	$4,200	-	-	-	-	-	**$4,200**
CARRYOVER	4011-2024 Street Bonds	$336,000	-	-	-	-	-	**$336,000**
CONSTRUCT	4010-Streets Construction	-	$3,052,500	-	-	-	-	**$3,052,500**
RIGHTOFWAY	4013-2026 Streets Bonds	$420,000	-	-	-	-	-	**$420,000**
Grand Total		**$760,200**	**$3,052,500**	**-**	**-**	**-**	**-**	**$3,812,700**

59TH AVE - GLENDALE TO OLIVE

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST26021

Project Number: CIPST26021

Description

This project is to address the street pavement and ADA pedestrian facilities along 59th Ave. from Glendale Ave. to Olive Ave. The traffic signal at 59th Ave. and Glenn Dr. will be updated as part of this project.

Justification

The 2023 Pavement Management Report identifies this street pavement requiring partial reconstruction.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4030-Transportation Capit	$471,186	-	-	-	-	-	**$471,186**
CONSTRUCT	4030-Transportation Capit	-	$6,000,000	-	-	-	-	**$6,000,000**
INTRNL CHG	4030-Transportation Capit	-	$228,000	-	-	-	-	**$228,000**
PUBLIC ART	4030-Transportation Capit	-	$60,000	-	-	-	-	**$60,000**
Grand Total		**$471,186**	**$6,288,000**	**-**	**-**	**-**	**-**	**$6,759,186**

127TH AVE-GLENDALE AVE TRAFFIC SIG

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST27004

Project Number: CIPST27004

Description

Installation of a traffic signal at the intersection of 127th Avenue and Glendale Avenue.

Justification

A study identified the need for a traffic signal at this intersection.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4031-Transportation Cost	-	$110,000	-	-	-	-	**$110,000**
	4434-2023-DIF Streets We	-	$967,896	-	-	-	-	**$967,896**
INTRNL CHG	4031-Transportation Cost	-	$4,180	-	-	-	-	**$4,180**
PUBLIC ART	4031-Transportation Cost	-	$1,100	-	-	-	-	**$1,100**
Grand Total		**-**	**$1,083,176**	**-**	**-**	**-**	**-**	**$1,083,176**

67TH/ GLENDALE AVE INTERSECTION IMP

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST27011

Project Number: CIPST27011

Description

This project is to extend left turn lanes from eastbound to northbound traffic at the intersection of 67th Ave & Glendale Ave.

Justification

This road Intersection capacity improvement is consistent with the City of Glendale Infrastructure Improvement Plan and Level of Service Intersection Analysis.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4431-2019-DIF-Streets	-	$244,979	-	-	-	-	**$244,979**
DESIGN	4431-2019-DIF-Streets	$50,000	-	-	-	-	-	**$50,000**
INTRNL CHG	4431-2019-DIF-Streets	-	$9,309	-	-	-	-	**$9,309**
PUBLIC ART	4431-2019-DIF-Streets	-	$2,450	-	-	-	-	**$2,450**
Grand Total		**$50,000**	**$256,738**	**-**	**-**	**-**	**-**	**$306,738**

59TH AVE - CAMELBACK RD - LOOP 101

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST27020

Project Number: CIPST27020

Description

This project includes roadway widening, pavement rehabilitation or reconstruction, intersection improvements, ADA upgrades, and other miscellaneous improvements.

Justification

This project is funded by the Prop 400 extension. City staff selected these projects based on operational and safety needs.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
BOND ISSUE	4013-2026 Streets Bonds	$10,920	-	-	-	-	-	**$10,920**
CONSTRUCT	2060-Transportation Grant	-	-	$13,934,374	-	-	-	**$13,934,374**
	4010-Streets Construction	-	-	$6,552,177	-	-	-	**$6,552,177**
	4030-Transportation Capit	-	-	$540,110	-	-	-	**$540,110**
DESIGN	2060-Transportation Grant	$2,232,215	-	-	-	-	-	**$2,232,215**
	4013-2026 Streets Bonds	$1,092,029	-	-	-	-	-	**$1,092,029**
	4030-Transportation Capit	$44,118	-	-	-	-	-	**$44,118**
RIGHTOFWAY	2060-Transportation Grant	-	$6,830,576	-	-	-	-	**$6,830,576**
	4010-Streets Construction	-	$3,276,089	-	-	-	-	**$3,276,089**
	4030-Transportation Capit	-	$200,523	-	-	-	-	**$200,523**
Grand Total		**$3,379,282**	**$10,307,188**	**$21,026,661**	**-**	**-**	**-**	**$34,713,131**

CAMELBACK RD, 51ST AVE - 99TH AVE

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST27021

Project Number: CIPST27021

Description

Provide roadway widening, pavement rehabilitation and or reconstruction, intersection improvements, ADA upgrades and other miscellaneous improvements.

Justification

This project is being funded by the Prop 400 extension. These projects were selected by City staff due to operation and safety needs.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	2060-Transportation Grant	-	-	-	-	-	$38,015,494	**$38,015,494**
	4030-Transportation Capit	-	-	-	-	-	$18,985,523	**$18,985,523**
	4433-2023-DIF Streets Ea	-	-	-	-	-	$363,522	**$363,522**
DESIGN	2060-Transportation Grant	-	-	-	-	-	$6,211,682	**$6,211,682**
	4030-Transportation Capit	-	-	-	-	-	$3,161,608	**$3,161,608**
RIGHTOFWAY	2060-Transportation Grant	-	-	-	-	-	$19,007,747	**$19,007,747**
	4030-Transportation Capit	-	-	-	-	-	$1,738,044	**$1,738,044**
	4431-2019-DIF-Streets	-	-	-	-	-	$7,000,000	**$7,000,000**
	4433-2023-DIF Streets Ea	-	-	-	-	-	$936,478	**$936,478**
Grand Total		**-**	**-**	**-**	**-**	**-**	**$95,420,098**	**$95,420,098**

67TH AVE, OLIVE - PINNACLE PEAK RD

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST27022

Project Number: CIPST27022

Description

This project involves roadway widening, pavement rehabilitation or reconstruction, intersection improvements, ADA upgrades, and other miscellaneous improvements.

Justification

This project is being funded by the Prop 400 extension. These projects were selected by City staff due to operation and safety needs.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	2060-Transportation Grant	-	-	-	-	-	$30,526,039	**$30,526,039**
	4030-Transportation Capit	-	-	-	-	-	$5,705,051	**$5,705,051**
	4433-2023-DIF Streets Ea	-	-	-	-	-	$9,832,028	**$9,832,028**
DESIGN	2060-Transportation Grant	-	-	-	-	-	$4,890,112	**$4,890,112**
	4010-Streets Construction	-	-	-	-	-	$1,319,901	**$1,319,901**
	4030-Transportation Capit	-	-	-	-	-	$322,170	**$322,170**
	4433-2023-DIF Streets Ea	-	-	-	-	-	$846,888	**$846,888**
RIGHTOFWAY	2060-Transportation Grant	-	-	-	-	-	$14,963,745	**$14,963,745**
	4030-Transportation Capit	-	-	-	-	-	$1,115,849	**$1,115,849**
	4433-2023-DIF Streets Ea	-	-	-	-	-	$6,500,367	**$6,500,367**
Grand Total		**-**	**-**	**-**	**-**	**-**	**$76,022,150**	**$76,022,150**

ITS UPGRADES (LOCAL MATCH)

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST65005

Project Number: CIPST65005

Description

Project provides local match funds for Federally Funded Intelligent Transportation Systems (ITS) citywide.

Justification

An enhanced system with updated communications infrastructure, traffic cameras, message signs, and networking equipment will make the traffic signal system more responsive.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CONSTRUCT	4030-Transportation Capit	$185,096	$188,798	$192,573	$196,425	$200,353	$1,063,500	**$2,026,745**
DESIGN	4030-Transportation Capit	$32,664	$33,317	$33,984	$34,664	$35,357	$187,679	**$357,665**
Grand Total		**$217,760**	**$222,115**	**$226,557**	**$231,089**	**$235,710**	**$1,251,179**	**$2,384,410**

BUS PULLOUTS

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST65006

Project Number: CIPST65006

Description

Design and construction of Bus Pullouts. There are 46 locations identified citywide for bus pullout needs.

Justification

Bus pullouts relieve congestion, improve air quality, and provide traffic and pedestrian safety. They will be constructed at major intersections for new routes, and to extend existing routes.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4030-Transportation Capit	$6,955	-	-	-	-	-	**$6,955**
CONSTRUCT	4030-Transportation Capit	$350,000	-	$676,400	-	$717,801	$1,493,893	**$3,238,094**
DESIGN	4030-Transportation Capit	-	$50,000	-	$75,000	-	$225,000	**$350,000**
INTRNL CHG	4030-Transportation Capit	$13,300	$1,900	$25,703	$2,850	$27,276	$62,468	**$133,497**
PUBLIC ART	4030-Transportation Capit	$3,500	-	$6,764	-	$7,178	$14,938	**$32,380**
RIGHTOFWAY	4030-Transportation Capit	-	-	$25,000	$25,000	-	$75,000	**$125,000**
Grand Total		**$373,755**	**$51,900**	**$733,867**	**$102,850**	**$752,255**	**$1,871,299**	**$3,885,926**

NORTHERN PARKWAY

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST65016

Project Number: CIPST65016

Description

Northern Parkway is a 12.5-mile partial access-controlled roadway between Sarival and Grand avenues. The current funded phase of the project is between Sarival and 87th avenues.

Justification

Per the project intergovernmental agreement, Glendale is responsible to fund $37.9 million of the local match. To date, Glendale has expended approximately $35.4 million towards the project.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4030-Transportation Capit	$109,331	-	-	-	-	-	**$109,331**
CONSTRUCT	4030-Transportation Capit	$2,507,628	-	-	-	-	-	**$2,507,628**
Grand Total		**$2,616,959**	**-**	**-**	**-**	**-**	**-**	**$2,616,959**

INFILL LIGHTING PROGRAM PHASE I

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST68918

Project Number: CIPST68918

Description

Ongoing project to install additional/new street lighting in areas determined to have inadequate lighting. The City standard is to have light fixtures spaced at 200 feet. When the spacing between fixtures is 350 feet or greater, additional lighting is considered. Infill street lighting requests are initiated by residents or staff and require the approval of affected residents and the City Traffic Engineer.

Justification

This project promotes safety and enhances the quality of life for the residents and visitors by providing well-lit areas in the city.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4020-Hurf Capital Projects	$649,052	-	-	-	-	-	**$649,052**
CONSTRUCT	4020-Hurf Capital Projects	$164,143	$167,426	$170,774	$174,191	$177,674	$943,114	**$1,797,322**
INTRNL CHG	4020-Hurf Capital Projects	$6,131	$6,254	$6,379	$6,506	$6,636	$35,228	**$67,134**
PUBLIC ART	4020-Hurf Capital Projects	$1,642	$1,675	$1,708	$1,742	$1,777	$9,434	**$17,978**
Grand Total		**$820,968**	**$175,355**	**$178,861**	**$182,439**	**$186,087**	**$987,776**	**$2,531,486**

STREETLIGHT POLE PROGRAM

Package Number	Project Type	Project Number
FY27-36CIP	Streets	CIPST68922

Project Number: CIPST68922

Description

This project is to remove and replace existing streetlight poles that have been identified for replacement in the pole inspection program. This program can replace approximately 27 street light poles per year.

Justification

This project reduces safety concerns. This program is to mitigate safety hazards and provide better service.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4020-Hurf Capital Projects	$56,144	-	-	-	-	-	**$56,144**
CONSTRUCT	4020-Hurf Capital Projects	$85,106	$86,808	$88,545	$90,316	$92,122	$488,997	**$931,894**
PUBLIC ART	4020-Hurf Capital Projects	$852	$869	$885	$903	$921	$4,890	**$9,320**
Grand Total		**$142,102**	**$87,677**	**$89,430**	**$91,219**	**$93,043**	**$493,887**	**$997,358**

FY 2027-2036 Capital Improvement Program

Transit
Summary by Funding Source

Funding Source	CARRYOVER	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
2060-Transportation Grants	$1,518,509	$1,879,080	-	-	-	-	-	**$3,397,589**
4030-Transportation Capital Proj	$1,963,968	$509,362	$518,949	$523,628	$533,401	$538,268	$2,812,838	**$7,400,414**
Grand Total	**$3,482,477**	**$2,388,442**	**$518,949**	**$523,628**	**$533,401**	**$538,268**	**$2,812,838**	**$10,798,003**

FY 2027-2036 Capital Improvement Program

Transit
Summary by Project

Project Number	Project Title	CARRYOVER	FY 2027	FY 2028	FY 2029	FY 2031	FY 2031	FY 2032-2036	Grand Total
CIPTR21013	NORTH GLENDALE PARK & RIDE PROJECT	$2,624,978	-	-	-	-	-	-	**$2,624,978**
CIPTR22069	BUS STOP ENHANCEMENTS	$270,834	$229,362	$233,949	$238,628	$243,401	$248,268	$1,317,838	**$2,782,280**
CIPTR22095	TRANSIT BUS FLEET REPLACEMENT	-	$1,879,080	-	-	-	-	-	**$1,879,080**
CIPTR65022	TRANSP. PROG. ENGR. CONSULTANT	$586,665	$280,000	$285,000	$285,000	$290,000	$290,000	$1,495,000	**$3,511,665**
Grand Total		**$3,482,477**	**$2,388,442**	**$518,949**	**$523,628**	**$533,401**	**$538,268**	**$2,812,838**	**$10,798,003**

NORTH GLENDALE PARK & RIDE PROJECT

Package Number	Project Type	Project Number
FY27-36CIP	Transit	CIPTR21013

Project Number: CIPTR21013

Description

This project will establish a permanent Park and Ride facility. There are currently two Express Routes that serve north Glendale. One of the routes will be re-routed to reduce revenue miles and lower operation and maintenance costs to the City.

Justification

In 2008, Valley Metro conducted a Park and Ride Reprioritization Study and identified the north area as a future need for a Park & Ride.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	2060-Transportation Grant	$1,518,509	-	-	-	-	-	**$1,518,509**
	4030-Transportation Capit	$1,106,469	-	-	-	-	-	**$1,106,469**
Grand Total		**$2,624,978**	**-**	**-**	**-**	**-**	**-**	**$2,624,978**

BUS STOP ENHANCEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Transit	CIPTR22069

Project Number: CIPTR22069

Description

The Glendale Bus Stop Enhancement Project is a multi-year program that will improve the passenger experience at Glendale bus stops throughout the city. This project will also bring current non-ADA compliant stops into compliance. These improvements may include shelters, benches, trash cans, concrete pads, and other related ADA improvements.

Justification

This set of projects is intended to enhance the safety, convenience, and function of bus stops in support of Glendale transit service operations and ridership, ensuring all stops are accessible and ADA compliant.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4030-Transportation Capit	$270,834	-	-	-	-	-	**$270,834**
CONSTRUCT	4030-Transportation Capit	$218,856	$223,234	$227,698	$232,252	$236,897	$1,257,479	**$2,396,416**
INTRNL CHG	4030-Transportation Capit	$8,317	$8,483	$8,653	$8,826	$9,002	$47,784	**$91,065**
PUBLIC ART	4030-Transportation Capit	$2,189	$2,232	$2,277	$2,323	$2,369	$12,575	**$23,965**
Grand Total		**$500,196**	**$233,949**	**$238,628**	**$243,401**	**$248,268**	**$1,317,838**	**$2,782,280**

TRANSIT BUS FLEET REPLACEMENT

Package Number	Project Type	Project Number
FY27-36CIP	Transit	CIPTR22095

Project Number: CIPTR22095

Description

This project supports the Transit Fleet Replacement Plan. Our current plan is programmed out through 2035. Federal funding for these replacement buses are programmed in the Transportation Improvement Plan (TIP) based on our replacement plan. The matching funds for the federal funding are programmed in the Region's Transit Life Cycle Program (TLCP), which is funded via Proposition 400.

Justification

This program is part of the FTA's 5307 Program, which funds local transit vehicles based on replacement and expansion schedules. The replacement of these vehicles also ensures public transit assets are kept in a "State of Good Repair" (SOGR), which ensures the safety of our passengers.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
VEHICLE	2060-Transportation Grant	$1,879,080	-	-	-	-	-	**$1,879,080**
Grand Total		**$1,879,080**	**-**	**-**	**-**	**-**	**-**	**$1,879,080**

TRANSP. PROG. ENGR. CONSULTANT

Package Number	Project Type	Project Number
FY27-36CIP	Transit	CIPTR65022

Project Number: CIPTR65022

Description

Professional planning/ engineering for preparation of design concepts and administration of right-of-way purchase for roadway, bicycle, pedestrian and transit projects. This funding provides professional engineering recommendations on capital projects and operations and maintenance of completed projects. Supports grant funding opportunity for the City.

Justification

Consulting services are necessary for studies and other transportation related services.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	4030-Transportation Capit	$586,665	-	-	-	-	-	**$586,665**
STUDY	4030-Transportation Capit	$280,000	$285,000	$285,000	$290,000	$290,000	$1,495,000	**$2,925,000**
Grand Total		**$866,665**	**$285,000**	**$285,000**	**$290,000**	**$290,000**	**$1,495,000**	**$3,511,665**

FY 2027-2036 Capital Improvement Program

Wastewater
Summary by Funding Source

Funding Source	CARRYOVER	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
6030-Sewer	$8,800,000	$21,459,000	$25,200,000	$28,225,000	$26,799,000	$33,800,000	$134,000,000	**$278,283,000**
6101-2019-Sewer DIF	$500,000	$700,000	$700,000	$700,000	$700,000	$700,000	-	**$4,000,000**
Grand Total	**$9,300,000**	**$22,159,000**	**$25,900,000**	**$28,925,000**	**$27,499,000**	**$34,500,000**	**$134,000,000**	**$282,283,000**

FY 2027-2036 Capital Improvement Program

Wastewater
Summary by Project

Project Number	Project Title	CARRYOVER	FY 2027	FY 2028	FY 2029	FY 2031	FY 2031	FY 2032-2036	Grand Total
CIPWW19088	ARROWHEAD SEWER LINES	$500,000	$100,000	$3,000,000	-	-	$1,000,000	$4,000,000	**$8,600,000**
CIPWW21026	WEST AREA WRF IMPROV - PH 2	$2,000,000	$1,000,000	$3,600,000	$4,800,000	$4,800,000	$4,800,000	$15,600,000	**$36,600,000**
CIPWW21027	ARROWHEAD WRF IMPROVEMENTS	$100,000	$3,450,000	$2,950,000	$1,500,000	$1,500,000	$3,000,000	$11,400,000	**$23,900,000**
CIPWW22076	SEWER LINE REHAB PROGRAM	$2,000,000	$3,754,000	$3,450,000	$8,550,000	$6,049,000	$7,000,000	$35,000,000	**$65,803,000**
CIPWW22077	LIFT STATION & FORCE MAIN REHAB	$300,000	$2,225,000	$3,450,000	$2,425,000	$1,500,000	$1,500,000	$2,500,000	**$13,900,000**
CIPWW23010	FACILITIES REHAB – SEWER	-	$100,000	$100,000	$100,000	$100,000	$100,000	$500,000	**$1,000,000**
CIPWW23012	SEWER DEVELOPMENT INFRASTRUCTURE	$500,000	$700,000	$700,000	$700,000	$700,000	$700,000	-	**$4,000,000**
CIPWW63003	99TH AVE INTERCEPTOR LINE	$3,500,000	$4,000,000	$100,000	$1,300,000	$300,000	$1,800,000	$5,000,000	**$16,000,000**
CIPWW63010	91ST AVENUE WWTP IMPROVEMENTS	$100,000	$5,500,000	$7,000,000	$8,000,000	$11,000,000	$12,600,000	$50,000,000	**$94,200,000**
CIPWW63024	SEWER MANHOLE REHAB PROGRAM	$100,000	$530,000	$750,000	$750,000	$750,000	$1,000,000	$5,000,000	**$8,880,000**
CIPWW63031	WASTEWATER CAPITAL EQUIPMENT	$100,000	$500,000	$500,000	$500,000	$500,000	$500,000	$2,500,000	**$5,100,000**
CIPWW63032	WASTEWATER COLLECTION IMPROVEMENTS	$100,000	$300,000	$300,000	$300,000	$300,000	$500,000	$2,500,000	**$4,300,000**
Grand Total		**$9,300,000**	**$22,159,000**	**$25,900,000**	**$28,925,000**	**$27,499,000**	**$34,500,000**	**$134,000,000**	**$282,283,000**

ARROWHEAD SEWER LINES

Package Number	Project Type	Project Number
FY27-36CIP	Wastewater	CIPWW19088

Project Number: CIPWW19088

Description

Rehabilitation of multiple sections of the sewer line in the Arrowhead Ranch area in Union Hills Road from 67th Avenue to the Arrowhead WRF. Project will address degraded pipe condition, improve sewer flow condition, and reduce odor. Project will be completed in phases.

Justification

The sewer line and manholes that collects wastewater flow to the Arrowhead Water Reclamation Facility are over 30 years old. This is the final sewer collection line that conveys sewage to the ARWRF for treatment.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	6030-Sewer	$500,000	-	-	-	-	-	**$500,000**
CONSTRUCT	6030-Sewer	-	$2,000,000	-	-	$100,000	$2,900,000	**$5,000,000**
DESIGN	6030-Sewer	$100,000	$750,000	-	-	$800,000	$800,000	**$2,450,000**
INTRNL CHG	6030-Sewer	-	$230,000	-	-	$80,000	$200,000	**$510,000**
PUBLIC ART	6030-Sewer	-	$20,000	-	-	$20,000	$100,000	**$140,000**
Grand Total		**$600,000**	**$3,000,000**	**-**	**-**	**$1,000,000**	**$4,000,000**	**$8,600,000**

WEST AREA WRF IMPROV - PH 2

Package Number	Project Type	Project Number
FY27-36CIP	Wastewater	CIPWW21026

Project Number: CIPWW21026

Description

Evaluate, design and construct process improvements and rehabilitate system components at the West Area WRF. System components for the next rehabilitation include: HVAC replacement, electrical assessment, SCADA/process controls, and additional processes as recommended by condition assessment.

Justification

West Area WRF was built in 2000 and processes 2.7 billion gallons of wastewater annually. A condition assessment will be performed first on components not rehabbed in earlier projects. Rehabilitation is prioritized to maintain permit compliance, operational flexibility, worker safety, and efficient facility operation.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	6030-Sewer	$2,000,000	-	-	-	-	-	**$2,000,000**
CONSTRUCT	6030-Sewer	$800,000	$3,000,000	$3,500,000	$3,500,000	$3,500,000	$9,000,000	**$23,300,000**
DESIGN	6030-Sewer	$150,000	$400,000	$1,000,000	$1,000,000	$1,000,000	$5,900,000	**$9,450,000**
INTRNL CHG	6030-Sewer	$30,000	$150,000	$250,000	$250,000	$250,000	$600,000	**$1,530,000**
PUBLIC ART	6030-Sewer	$20,000	$50,000	$50,000	$50,000	$50,000	$100,000	**$320,000**
Grand Total		**$3,000,000**	**$3,600,000**	**$4,800,000**	**$4,800,000**	**$4,800,000**	**$15,600,000**	**$36,600,000**

ARROWHEAD WRF IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Wastewater	CIPWW21027

Project Number: CIPWW21027

Description

Evaluate, design, and construct process improvements at Arrowhead Ranch WRF. System components for next rehabilitation include: flow equalization, SCADA equipment, aeration blowers, electrical, and effluent reuse distribution system (ERDS).

Justification

Arrowhead was built in 1985 and processes 1.5 billion gallons of wastewater annually. A condition assessment will be performed first on components not rehabbed in earlier projects to prioritize near term facility needs for continued permit compliant efficient operations.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	6030-Sewer	$100,000	-	-	-	-	-	**$100,000**
CONSTRUCT	6030-Sewer	$2,730,000	$2,230,000	$1,250,000	$1,250,000	$2,250,000	$8,500,000	**$18,210,000**
DESIGN	6030-Sewer	$500,000	$500,000	$210,000	$210,000	$500,000	$2,300,000	**$4,220,000**
INTRNL CHG	6030-Sewer	$200,000	$200,000	$20,000	$20,000	$200,000	$510,000	**$1,150,000**
PUBLIC ART	6030-Sewer	$20,000	$20,000	$20,000	$20,000	$50,000	$90,000	**$220,000**
Grand Total		**$3,550,000**	**$2,950,000**	**$1,500,000**	**$1,500,000**	**$3,000,000**	**$11,400,000**	**$23,900,000**

SEWER LINE REHAB PROGRAM

Package Number	Project Type	Project Number
FY27-36CIP	Wastewater	CIPWW22076

Project Number: CIPWW22076

Description

Sewer rehabilitation is performed in segments based on condition assessment. The next segments include effort near the intersections of Orangewood & 72nd Av, Ocotillo & 54th Av, Lamar & 57th Av, and Greenway & 67th Av.

Justification

Continue the reliable and safe conveyance of sewage from residential and business customers throughout Glendale. This project is needed to reduce risk of sewer line collapse and overflows.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	6030-Sewer	$2,000,000	-	-	-	-	-	**$2,000,000**
CONSTRUCT	6030-Sewer	$3,074,000	$2,800,000	$6,100,000	$3,700,000	$5,000,000	$24,500,000	**$45,174,000**
DESIGN	6030-Sewer	$500,000	$500,000	$2,050,000	$2,049,000	$1,700,000	$9,000,000	**$15,799,000**
INTRNL CHG	6030-Sewer	$150,000	$140,000	$300,000	$200,000	$200,000	$1,040,000	**$2,030,000**
PUBLIC ART	6030-Sewer	$30,000	$10,000	$100,000	$100,000	$100,000	$460,000	**$800,000**
Grand Total		**$5,754,000**	**$3,450,000**	**$8,550,000**	**$6,049,000**	**$7,000,000**	**$35,000,000**	**$65,803,000**

LIFT STATION & FORCE MAIN REHAB

Package Number	Project Type	Project Number
FY27-36CIP	Wastewater	CIPWW22077

Project Number: CIPWW22077

Description

The Integrated Water Master Plan (IWMP) recommended assessment and improvements to lift stations and various sewer force mains. Projects includes: 24" force main from 99th Avenue & Camelback Road and dual force main from Airport Lift Station to the West Area WRF.

Justification

Lift station and force main rehabilitation is needed to maintain operations, meet safety requirements, and prevent sewer overflows. The 24" forcemain to the West Area WRF was assessed and determined segments that require rehabilitation.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	6030-Sewer	$300,000	-	-	-	-	-	**$300,000**
NC INT CHG	6030-Sewer	$75,000	$75,000	$75,000	$50,000	$50,000	$100,000	**$425,000**
NONCAPITAL	6030-Sewer	$2,150,000	$3,375,000	$2,350,000	$1,450,000	$1,450,000	$2,400,000	**$13,175,000**
Grand Total		**$2,525,000**	**$3,450,000**	**$2,425,000**	**$1,500,000**	**$1,500,000**	**$2,500,000**	**$13,900,000**

FACILITIES REHAB – SEWER

Package Number	Project Type	Project Number
FY27-36CIP	Wastewater	CIPWW23010

Project Number: CIPWW23010

Description

Rehabilitate interior and exterior facility components at wastewater facilities per Facilities assessment.

Justification

Replace roof, interior & exterior building and pavement replacement is needed to prevent damage to infrastructure and contents.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
NONCAPITAL	6030-Sewer	$100,000	$100,000	$100,000	$100,000	$100,000	$500,000	**$1,000,000**
Grand Total		**$100,000**	**$100,000**	**$100,000**	**$100,000**	**$100,000**	**$500,000**	**$1,000,000**

SEWER DEVELOPMENT INFRASTRUCTURE

Package Number	Project Type	Project Number
FY27-36CIP	Wastewater	CIPWW23012

Project Number: CIPWW23012

Description

Infrastructure Improvement Plan (IIP) includes projects for sewer line extension, oversizing, and other infrastructure to increase capacity due to growth.

Justification

Provide funding for oversizing and extension of sewer line for new development. Funding included in 2019 Infrastructure Improvement Plan (IIP).

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	6101-2019-Sewer DIF	$500,000	-	-	-	-	-	**$500,000**
CONSTRUCT	6101-2019-Sewer DIF	$500,000	$500,000	$500,000	$500,000	$500,000	-	**$2,500,000**
DESIGN	6101-2019-Sewer DIF	$100,000	$100,000	$100,000	$100,000	$100,000	-	**$500,000**
INTRNL CHG	6101-2019-Sewer DIF	$100,000	$100,000	$100,000	$100,000	$100,000	-	**$500,000**
Grand Total		**$1,200,000**	**$700,000**	**$700,000**	**$700,000**	**$700,000**	**-**	**$4,000,000**

Wastewater

99TH AVE INTERCEPTOR LINE

Package Number	Project Type	Project Number
FY27-36CIP	Wastewater	CIPWW63003

Project Number: CIPWW63003

Description

Assess and rehabilitate 99th Ave interceptor manholes and interior lining. Glendale's share of total cost is based on ownership of 71%. Epcor repays 21% of Glendale share for Sun City use.

Justification

The 99th Avenue interceptor conveys sewerage from Glendale, Sun City, Peoria, and Phoenix to the 91st Ave WWTP. The interceptor is rehabilitated in phases based on condition assessments.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	6030-Sewer	$3,500,000	-	-	-	-	-	**$3,500,000**
NONCAPITAL	6030-Sewer	$4,000,000	$100,000	$1,300,000	$300,000	$1,800,000	$5,000,000	**$12,500,000**
Grand Total		**$7,500,000**	**$100,000**	**$1,300,000**	**$300,000**	**$1,800,000**	**$5,000,000**	**$16,000,000**

91ST AVENUE WWTP IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Wastewater	CIPWW63010

Project Number: CIPWW63010

Description

Improvements at the 91st Ave WWTP operated by the Sub Regional Operating Group (SROG) of which Glendale is part owner. This is Glendale's 6.5% share of cost for ongoing improvements projects.

Justification

Glendale is one of five partner-cities that own the 91st Avenue Wastewater Treatment Plant. Rehabilitation and improvements are on-going. Contribution is based on ownership equity and is mandatory. The City of Phoenix performs the work.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	6030-Sewer	$100,000	-	-	-	-	-	**$100,000**
NONCAPITAL	6030-Sewer	$5,500,000	$7,000,000	$8,000,000	$11,000,000	$12,600,000	$50,000,000	**$94,100,000**
Grand Total		**$5,600,000**	**$7,000,000**	**$8,000,000**	**$11,000,000**	**$12,600,000**	**$50,000,000**	**$94,200,000**

SEWER MANHOLE REHAB PROGRAM

Package Number	Project Type	Project Number
FY27-36CIP	Wastewater	CIPWW63024

Project Number: CIPWW63024

Description

Assess and rehabilitate sewer manholes throughout the city. Construction performed in phases based on condition assessment.

Justification

Manholes are in a very corrosive environment. It is important that sewage from residential homes and businesses can be reliably conveyed in sewer lines that have structural integrity. Rehabilitation reduces the risk of sewer line collapse.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	6030-Sewer	$100,000	-	-	-	-	-	**$100,000**
NC INT CHG	6030-Sewer	$30,000	$50,000	$50,000	$50,000	$100,000	$500,000	**$780,000**
NONCAPITAL	6030-Sewer	$500,000	$700,000	$700,000	$700,000	$900,000	$4,500,000	**$8,000,000**
Grand Total		**$630,000**	**$750,000**	**$750,000**	**$750,000**	**$1,000,000**	**$5,000,000**	**$8,880,000**

WASTEWATER CAPITAL EQUIPMENT

Package Number	Project Type	Project Number
FY27-36CIP	Wastewater	CIPWW63031

Project Number: CIPWW63031

Description

Replacement of capital equipment at wastewater facilities. Includes pumps, motors, and electrical components.

Justification

As equipment at the wastewater treatment plants reach the end of service-life, it is replaced. It is critical to ensure City's treatment facilities are in good operational condition to meet demands and regulatory requirements.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	6030-Sewer	$100,000	-	-	-	-	-	**$100,000**
EQUIPMENT	6030-Sewer	$500,000	$500,000	$500,000	$500,000	$500,000	$2,500,000	**$5,000,000**
Grand Total		**$600,000**	**$500,000**	**$500,000**	**$500,000**	**$500,000**	**$2,500,000**	**$5,100,000**

WASTEWATER COLLECTION IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Wastewater	CIPWW63032

Project Number: CIPWW63032

Description

Study, design and construct improvements to wastewater collection system. Includes air relief valves, odor control, and force mains.

Justification

As wastewater collection system equipment reaches the end of service-life, it is replaced. It is critical to ensure City's collection system is in good operational condition to meet demands and regulatory requirements.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	6030-Sewer	$100,000	-	-	-	-	-	**$100,000**
EQUIPMENT	6030-Sewer	$300,000	$300,000	$300,000	$300,000	$500,000	$2,500,000	**$4,200,000**
Grand Total		**$400,000**	**$300,000**	**$300,000**	**$300,000**	**$500,000**	**$2,500,000**	**$4,300,000**

FY 2027-2036 Capital Improvement Program

Water
Summary by Funding Source

Funding Source	CARRYOVER	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
6020-Water	$11,584,000	$52,850,000	$51,925,000	$62,920,000	$57,920,000	$111,215,000	$484,025,000	**$832,439,000**
6071-2019-Water DIF	$670,000	$1,450,000	$2,150,000	$1,275,000	$1,025,000	-	-	**$6,570,000**
Grand Total	**$12,254,000**	**$54,300,000**	**$54,075,000**	**$64,195,000**	**$58,945,000**	**$111,215,000**	**$484,025,000**	**$839,009,000**

FY 2027-2036 Capital Improvement Program

Water
Summary by Project

Project Number	Project Title	CARRYOVER	FY 2027	FY 2028	FY 2029	FY 2031	FY 2031	FY 2032-2036	Grand Total
CIPWA19018	WATER RIGHTS & OTHER SUPPLY SOURCES	$20,000	$700,000	$3,650,000	$1,025,000	$1,025,000	$1,025,000	$875,000	**$8,320,000**
CIPWA19020	SCADA IMPROVEMENTS	$200,000	$1,300,000	$1,400,000	$1,300,000	$1,300,000	$1,500,000	$8,500,000	**$15,500,000**
CIPWA19021	STORAGE & RECOVERY WELLS REHAB	$50,000	$500,000	$460,000	$420,000	$420,000	$520,000	$1,750,000	**$4,120,000**
CIPWA19022	GROUNDWATER WELLS & INTERCONNECTS	$2,500,000	$11,200,000	$11,000,000	$5,900,000	$7,750,000	$6,000,000	$10,000,000	**$54,350,000**
CIPWA21022	OASIS WTP IMPROVEMENTS	$100,000	$500,000	$500,000	$3,500,000	$6,000,000	$3,500,000	$20,650,000	**$34,750,000**
CIPWA21023	PYRAMID PEAK WTP IMPROVEMENT	$400,000	$4,950,000	$2,540,000	$2,500,000	$2,500,000	$3,000,000	$30,000,000	**$45,890,000**
CIPWA21024	CHOLLA WTP IMPROVEMENTS	$100,000	$8,000,000	$7,000,000	$7,000,000	$3,000,000	$5,000,000	$40,000,000	**$70,100,000**
CIPWA23008	WATER METER DATA COLLECTION SYSTEM	$1,400,000	$6,000,000	$10,000,000	$10,000,000	-	-	-	**$27,400,000**
CIPWA23009	FACILITIES REHAB – WATER	-	$400,000	$400,000	$400,000	$400,000	$400,000	$2,000,000	**$4,000,000**
CIPWA23011	WATER DEVELOPMENT INFRASTRUCTURE	$150,000	$150,000	$150,000	$250,000	$250,000	$150,000	-	**$1,100,000**
CIPWA26001	BARTLETT LAKE ADDITIONAL SPACE	$90,000	$500,000	$500,000	$4,000,000	$4,000,000	-	-	**$9,090,000**
CIPWA26002	ADVANCED WATER PURIFICATION FACILIT	$384,000	$1,200,000	$760,000	$15,400,000	$19,800,000	$75,500,000	$288,800,000	**$401,844,000**
CIPWA60017	WATER & WASTEWATER SYSTEMS MODELING	$100,000	$250,000	$250,000	$200,000	$200,000	$200,000	$750,000	**$1,950,000**
CIPWA60018	LABORATORY EQUIPMENT REPLACEMENT	-	$150,000	$150,000	$500,000	$150,000	$200,000	$1,000,000	**$2,150,000**
CIPWA60019	VEHICLE REPLACEMENT PROGRAM	$1,700,000	$2,000,000	$1,500,000	$1,500,000	$1,500,000	$2,000,000	$8,000,000	**$18,200,000**
CIPWA61001	WATER VALVE REPLACEMENT PRGM	$600,000	$1,500,000	$1,500,000	$1,500,000	$1,500,000	$1,720,000	$8,000,000	**$16,320,000**
CIPWA61013	WATER LINE REHABILITATION PROGRAM	$2,000,000	$6,000,000	$5,500,000	$6,000,000	$6,000,000	$7,000,000	$50,000,000	**$82,500,000**
CIPWA61023	WATER SYSTEM SECURITY	$50,000	$300,000	$150,000	$150,000	$150,000	$200,000	$500,000	**$1,500,000**
CIPWA61045	THUNDERBIRD RESERV & DIST SYS IMPRV	$1,000,000	$6,000,000	$3,500,000	-	-	-	-	**$10,500,000**
CIPWA61047	METER VAULT REPLACEMENT PROGRAM	$10,000	$500,000	$515,000	$500,000	$500,000	$500,000	$1,500,000	**$4,025,000**
CIPWA61048	GROUNDWATER WELL REHAB PROGRAM	$1,000,000	$700,000	$650,000	$650,000	$1,000,000	$1,000,000	$5,000,000	**$10,000,000**
CIPWA61054	DISTRIBUTION SYSTEM IMPROV PROGRAM	$200,000	$200,000	$500,000	$200,000	$200,000	$500,000	$2,500,000	**$4,300,000**
CIPWA61061	WATER CAPITAL EQUIPMENT REPLACEMENT	$100,000	$700,000	$700,000	$700,000	$700,000	$700,000	$3,000,000	**$6,600,000**
CIPWA61062	TRANSMISSION LINE & VALVE ASSESSMNT	$100,000	$600,000	$800,000	$600,000	$600,000	$600,000	$1,200,000	**$4,500,000**
Grand Total		**$12,254,000**	**$54,300,000**	**$54,075,000**	**$64,195,000**	**$58,945,000**	**$111,215,000**	**$484,025,000**	**$839,009,000**

WATER RIGHTS & OTHER SUPPLY SOURCES

Package Number	Project Type	Project Number
FY27-36CIP	Water	CIPWA19018

Project Number: CIPWA19018

Description

Acquire additional water sources. Includes: 100-year lease of Central Arizona Project(CAP) water rights per the White Mountain Apache Tribe(WMAT) settlement for 2,363 acre feet annually, regional utility exchanges, and the SRP to CAP interconnect facility(SCIF).

Justification

Council approved the lease settlement on February 24, 2009 and approved the amended and restated WMAT Water Quantification agreement on February 12, 2013. Additional water rights assures water is available for growth. Participation in utility water exchanges provides additional sources during drought restrictions.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	6071-2019-Water DIF	$20,000	-	-	-	-	-	**$20,000**
NONCAPITAL	6020-Water	$400,000	$1,650,000	-	-	$1,025,000	$875,000	**$3,950,000**
	6071-2019-Water DIF	$300,000	$2,000,000	$1,025,000	$1,025,000	-	-	**$4,350,000**
Grand Total		**$720,000**	**$3,650,000**	**$1,025,000**	**$1,025,000**	**$1,025,000**	**$875,000**	**$8,320,000**

SCADA IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Water	CIPWA19020

Project Number: CIPWA19020

Description

Study alternative technologies and communication systems to develop a master plan to upgrade equipment for the Supervisory Control and Data Acquisition (SCADA) system. Upgrade to includes communication system redundancy, fiber optic, and pertinent electrical equipment.

Justification

SCADA controls the automated treatment processes within the plants and distribution systems. System components are at end of service life. New technologies and equipment will reduce risk of failure at critical measurement points and increase resiliency of the systems.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	6020-Water	$200,000	-	-	-	-	-	**$200,000**
EQUIPMENT	6020-Water	$400,000	$400,000	$500,000	$500,000	$500,000	$6,000,000	**$8,300,000**
NONCAPITAL	6020-Water	$900,000	$1,000,000	$800,000	$800,000	$1,000,000	$2,500,000	**$7,000,000**
Grand Total		**$1,500,000**	**$1,400,000**	**$1,300,000**	**$1,300,000**	**$1,500,000**	**$8,500,000**	**$15,500,000**

STORAGE & RECOVERY WELLS REHAB

Package Number	Project Type	Project Number
FY27-36CIP	Water	CIPWA19021

Project Number: CIPWA19021

Description

Rehabilitate four aquifer storage and recovery wells (two at the Arrowhead WRF & two at Oasis Lake) and eight vadose zone recharge wells (six at the AWRF and two at Oasis Lake) on a 10-year cycle.

Justification

Wells require annual maintenance and equipment rehabilitation to maintain the system's resiliency. These recharge wells recharge effluent to various groundwater levels to maximize groundwater storage credits for later withdrawal.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	6020-Water	$50,000	-	-	-	-	-	**$50,000**
INTRNL CHG	6020-Water	$20,000	$15,000	$10,000	$10,000	$20,000	$100,000	**$175,000**
NONCAPITAL	6020-Water	$480,000	$445,000	$410,000	$410,000	$500,000	$1,650,000	**$3,895,000**
Grand Total		**$550,000**	**$460,000**	**$420,000**	**$420,000**	**$520,000**	**$1,750,000**	**$4,120,000**

GROUNDWATER WELLS & INTERCONNECTS

Package Number	Project Type	Project Number
FY27-36CIP	Water	CIPWA19022

Project Number: CIPWA19022

Description

Evaluate, design and construct new groundwater wells, well head treatment, and interconnects to potable water supply from adjacent cities of Phoenix and Peoria. New wells include completion of COG50, design and construct COG51, COG52, COG53, and COG54. Glendale has been awarded federal funding associated with these projects.

Justification

Provide water supply redundancy from multiple sources at times of restricted supply is critical. Wells can provide direct supply during drought management, plant shut-down, or transmission interruptions.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	6020-Water	$2,000,000	-	-	-	-	-	**$2,000,000**
	6071-2019-Water DIF	$500,000	-	-	-	-	-	**$500,000**
CONSTRUCT	6020-Water	$9,000,000	$8,650,000	$4,500,000	$5,850,000	$4,100,000	$7,000,000	**$39,100,000**
	6071-2019-Water DIF	$700,000	-	-	-	-	-	**$700,000**
DESIGN	6020-Water	$725,000	$2,000,000	$1,210,000	$1,700,000	$1,500,000	$2,500,000	**$9,635,000**
INTRNL CHG	6020-Water	$400,000	$250,000	$150,000	$150,000	$300,000	$400,000	**$1,650,000**
	6071-2019-Water DIF	$300,000	-	-	-	-	-	**$300,000**
PUBLIC ART	6020-Water	$75,000	$100,000	$40,000	$50,000	$100,000	$100,000	**$465,000**
Grand Total		**$13,700,000**	**$11,000,000**	**$5,900,000**	**$7,750,000**	**$6,000,000**	**$10,000,000**	**$54,350,000**

OASIS WTP IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Water	CIPWA21022

Project Number: CIPWA21022

Description

Evaluate, design, and construct process improvements and rehabilitation of system components at the Oasis WTP. System components include: return water improvements, IX plant operations, electrical components, and other process systems.

Justification

Oasis treats 2.2 billion gallons of water from the SRP surface and groundwater supply for the southern and western portions of Glendale. A condition assessment and rehabilitation program of the plant every 5 - 7 years makes for a reliable and efficient treatment facility.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	6020-Water	$100,000	-	-	-	-	-	**$100,000**
CONSTRUCT	6020-Water	$300,000	$340,000	$2,500,000	$3,000,000	$2,250,000	$17,720,000	**$26,110,000**
DESIGN	6020-Water	$100,000	$100,000	$900,000	$2,900,000	$1,000,000	$2,200,000	**$7,200,000**
INTRNL CHG	6020-Water	$80,000	$50,000	$80,000	$80,000	$200,000	$600,000	**$1,090,000**
PUBLIC ART	6020-Water	$20,000	$10,000	$20,000	$20,000	$50,000	$130,000	**$250,000**
Grand Total		**$600,000**	**$500,000**	**$3,500,000**	**$6,000,000**	**$3,500,000**	**$20,650,000**	**$34,750,000**

PYRAMID PEAK WTP IMPROVEMENT

Package Number	Project Type	Project Number
FY27-36CIP	Water	CIPWA21023

Project Number: CIPWA21023

Description

Evaluate, design, and construct process improvements and rehabilitation of system components at the Pyramid Peak WTP. System components for the next rehab include: finished water chemical dosing, electrical components, lagoon improvements, HVAC, and other process systems. Peoria will contribute 44.4% of the cost.

Justification

Pyramid Peak WTP treats 13 billion gallons of CAP water annually for the northern portion of Glendale and the city of Peoria. A condition assessment and rehabilitation program of the plant every 5 - 7 years is planned for a reliable and efficient treatment facility.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	6020-Water	$400,000	-	-	-	-	-	**$400,000**
CONSTRUCT	6020-Water	$4,150,000	$2,090,000	$2,000,000	$2,000,000	$2,000,000	$21,000,000	**$33,240,000**
DESIGN	6020-Water	$600,000	$350,000	$350,000	$350,000	$750,000	$8,100,000	**$10,500,000**
INTRNL CHG	6020-Water	$150,000	$80,000	$100,000	$100,000	$200,000	$600,000	**$1,230,000**
PUBLIC ART	6020-Water	$50,000	$20,000	$50,000	$50,000	$50,000	$300,000	**$520,000**
Grand Total		**$5,350,000**	**$2,540,000**	**$2,500,000**	**$2,500,000**	**$3,000,000**	**$30,000,000**	**$45,890,000**

CHOLLA WTP IMPROVEMENTS

Package Number	Project Type	Project Number
FY27-36CIP	Water	CIPWA21024

Project Number: CIPWA21024

Description

Evaluate, design, and construct process improvements and rehabilitation of system components at the Cholla WTP. The system components for the next rehab include: air scour for backwash pumps, solid handling, electrical components, and other process systems.

Justification

Cholla WTP treats 4 billion gallons of SRP water annually for the central portion of Glendale. A condition assessment and rehabilitation program of the plant every 5 - 7 years is planned for a reliable and efficient treatment facility.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	6020-Water	$100,000	-	-	-	-	-	**$100,000**
CONSTRUCT	6020-Water	$6,100,000	$6,000,000	$6,000,000	$2,000,000	$4,000,000	$27,000,000	**$51,100,000**
DESIGN	6020-Water	$1,500,000	$720,000	$720,000	$680,000	$680,000	$11,200,000	**$15,500,000**
INTRNL CHG	6020-Water	$340,000	$240,000	$240,000	$300,000	$300,000	$1,560,000	**$2,980,000**
PUBLIC ART	6020-Water	$60,000	$40,000	$40,000	$20,000	$20,000	$240,000	**$420,000**
Grand Total		**$8,100,000**	**$7,000,000**	**$7,000,000**	**$3,000,000**	**$5,000,000**	**$40,000,000**	**$70,100,000**

WATER METER DATA COLLECTION SYSTEM

Package Number	Project Type	Project Number
FY27-36CIP	Water	CIPWA23008

Project Number: CIPWA23008

Description

Evaluate Advance Metering Infrastructure (AMI) technologies. Manage the selection, implementation of the new water meter data collection infrastructure and interface with City billing system.

Justification

New water meter data collection technology can now provide real-time collection and billing results to manage treatment operations effectively and efficiently and provide enhance customer experience and knowledge of water usage.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	6020-Water	$1,400,000	-	-	-	-	-	**$1,400,000**
NONCAPITAL	6020-Water	$6,000,000	$10,000,000	$10,000,000	-	-	-	**$26,000,000**
Grand Total		**$7,400,000**	**$10,000,000**	**$10,000,000**	**-**	**-**	**-**	**$27,400,000**

Operating Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CIP O&M		-	$155,000	$440,000	$450,000	$460,000	$2,500,000	**$4,005,000**
Grand Total		**-**	**$155,000**	**$440,000**	**$450,000**	**$460,000**	**$2,500,000**	**$4,005,000**

FACILITIES REHAB – WATER

Package Number	Project Type	Project Number
FY27-36CIP	Water	CIPWA23009

Project Number: CIPWA23009

Description

Rehabilitate interior and exterior facility components at water facilities per Facilities assessment.

Justification

Roof, interior & exterior building, and pavement rehabilitation and replacement is needed to prevent damage to building infrastructure and contents.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
NONCAPITAL	6020-Water	$400,000	$400,000	$400,000	$400,000	$400,000	$2,000,000	**$4,000,000**
Grand Total		**$400,000**	**$400,000**	**$400,000**	**$400,000**	**$400,000**	**$2,000,000**	**$4,000,000**

WATER DEVELOPMENT INFRASTRUCTURE

Package Number	Project Type	Project Number
FY27-36CIP	Water	CIPWA23011

Project Number: CIPWA23011

Description

Infrastructure Improvement Plan (IIP) includes projects for water line extension and oversizing in the city to the east of 115th Avenue and acquisition of water supply rights.

Justification

Provide funding for oversizing and extension of water line. Funding included in Infrastructure Improvement Plan (IIP).

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	6071-2019-Water DIF	$150,000	-	-	-	-	-	**$150,000**
CONSTRUCT	6020-Water	-	-	-	$200,000	$150,000	-	**$350,000**
	6071-2019-Water DIF	$100,000	$100,000	$200,000	-	-	-	**$400,000**
DESIGN	6020-Water	-	-	-	$50,000	-	-	**$50,000**
	6071-2019-Water DIF	$50,000	$50,000	$50,000	-	-	-	**$150,000**
Grand Total		**$300,000**	**$150,000**	**$250,000**	**$250,000**	**$150,000**	**-**	**$1,100,000**

BARTLETT LAKE ADDITIONAL SPACE

Package Number	Project Type	Project Number
FY27-36CIP	Water	CIPWA26001

Project Number: CIPWA26001

Description

SRP is evaluating alternatives to increase storage capacity along the Verde River through planned modifications to Bartlett Lake Dam. This expansion project would provide Glendale additional water storage for future use.

Justification

Data affirms ongoing drought conditions impacting the Colorado River supply to Glendale. Participation in this regional utility approach secures additional water sources for drought management.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	6020-Water	$90,000	-	-	-	-	-	**$90,000**
NONCAPITAL	6020-Water	$500,000	$500,000	$4,000,000	$4,000,000	-	-	**$9,000,000**
Grand Total		**$590,000**	**$500,000**	**$4,000,000**	**$4,000,000**	**-**	**-**	**$9,090,000**

ADVANCED WATER PURIFICATION FACILIT

Package Number	Project Type	Project Number
FY27-36CIP	Water	CIPWA26002

Project Number: CIPWA26002

Description

Evaluate and participate in the new approach of Advanced Water Purification that could be located at the 91st Ave WWTP or other west-side facility to provide additional water sources.

Justification

Data affirms ongoing drought conditions impacting the Colorado River supply to Glendale. Participation in this regional utility approach secures additional water sources for drought management.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	6020-Water	$384,000	-	-	-	-	-	**$384,000**
NONCAPITAL	6020-Water	$1,200,000	$760,000	$15,400,000	$19,800,000	$75,500,000	$288,800,000	**$401,460,000**
Grand Total		**$1,584,000**	**$760,000**	**$15,400,000**	**$19,800,000**	**$75,500,000**	**$288,800,000**	**$401,844,000**

Operating Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CIP O&M		-	-	-	-	-	$8,500,000	**$8,500,000**
Grand Total		**-**	**-**	**-**	**-**	**-**	**$8,500,000**	**$8,500,000**

WATER & WASTEWATER SYSTEMS MODELING

Package Number	Project Type	Project Number
FY27-36CIP	Water	CIPWA60017

Project Number: CIPWA60017

Description

Update the Integrated Master Plan to include the plans for water, sewer and stormwater systems. Perform ad hoc Water & Wastewater Systems modeling as needed.

Justification

This project provides needed planning and modeling to ensure necessary infrastructure is available, and water resources are available to meet anticipated demands to support future development.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	6020-Water	$100,000	-	-	-	-	-	**$100,000**
NONCAPITAL	6020-Water	$250,000	$250,000	$200,000	$200,000	$200,000	$750,000	**$1,850,000**
Grand Total		**$350,000**	**$250,000**	**$200,000**	**$200,000**	**$200,000**	**$750,000**	**$1,950,000**

LABORATORY EQUIPMENT REPLACEMENT

Package Number	Project Type	Project Number
FY27-36CIP	Water	CIPWA60018

Project Number: CIPWA60018

Description

Replace capital water quality laboratory test equipment as each reaches the end of service-life.

Justification

Critical laboratory test equipment is at the end of useful life. Maintenance is becoming costly versus replacement or using outside laboratory services. Water quality testing is mandatory per government permit regulations.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
EQUIPMENT	6020-Water	$150,000	$150,000	$500,000	$150,000	$200,000	$1,000,000	**$2,150,000**
Grand Total		**$150,000**	**$150,000**	**$500,000**	**$150,000**	**$200,000**	**$1,000,000**	**$2,150,000**

VEHICLE REPLACEMENT PROGRAM

Package Number	Project Type	Project Number
FY27-36CIP	Water	CIPWA60019

Project Number: CIPWA60019

Description

Replacement of vehicles, heavy trucks, and excavation equipment. Replacement is based on service life, usage, condition, and cost to maintain.

Justification

Mobility is critical to effectively and efficiently perform work required. The fleet is comprised of over 165 units for a cost to replace of more than $10 million. Units range in value from $50,000 to $500,000 with service life of 10 to 20 years.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	6020-Water	$1,700,000	-	-	-	-	-	**$1,700,000**
VEHICLE	6020-Water	$2,000,000	$1,500,000	$1,500,000	$1,500,000	$2,000,000	$8,000,000	**$16,500,000**
Grand Total		**$3,700,000**	**$1,500,000**	**$1,500,000**	**$1,500,000**	**$2,000,000**	**$8,000,000**	**$18,200,000**

WATER VALVE REPLACEMENT PRGM

Package Number	Project Type	Project Number
FY27-36CIP	Water	CIPWA61001

Project Number: CIPWA61001

Description

Replace water main valves up to 18" diameter, related water lines and fire hydrants. Depending on size and condition, 60 to 70 valves are replaced annually. Program includes replacement of valves ahead of arterial street improvements.

Justification

Age of main valves vary, with many of them over 30 years old. Replacement is required along with any attached fire hydrants and service lines to reduce the risk of equipment failure and improve water distribution and fire suppression reliability.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	6020-Water	$600,000	-	-	-	-	-	**$600,000**
NC INT CHG	6020-Water	$50,000	$50,000	$50,000	$50,000	$50,000	$250,000	**$500,000**
NONCAPITAL	6020-Water	$1,450,000	$1,450,000	$1,450,000	$1,450,000	$1,670,000	$7,750,000	**$15,220,000**
Grand Total		**$2,100,000**	**$1,500,000**	**$1,500,000**	**$1,500,000**	**$1,720,000**	**$8,000,000**	**$16,320,000**

WATER LINE REHABILITATION PROGRAM

Package Number	Project Type	Project Number
FY27-36CIP	Water	CIPWA61013

Project Number: CIPWA61013

Description

Design and construct waterline, valves, and service line replacement. Work is performed in segments based on condition assessments. The next segments include effort near the intersections of Maryland & 54th Av, Myrtle & 54th Av, Gardinia and Northview from 58th Av to 59th Ln, 67th Ave from Glendale to Bethany Home, Glenn Dr from 62nd Av to 59th Dr.

Justification

The average age of the water distribution system is over 45 years old. Rehabilitation or replacement is performed based on evaluation of the condition of the line segment to reduce risk of failure.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	6020-Water	$2,000,000	-	-	-	-	-	**$2,000,000**
DESIGN	6020-Water	$1,000,000	$1,000,000	$800,000	$800,000	$600,000	$5,160,000	**$9,360,000**
NC INT CHG	6020-Water	$250,000	$250,000	$150,000	$150,000	$300,000	$1,500,000	**$2,600,000**
NONCAPITAL	6020-Water	$4,700,000	$4,200,000	$5,000,000	$5,000,000	$6,000,000	$42,000,000	**$66,900,000**
PUBLIC ART	6020-Water	$50,000	$50,000	$50,000	$50,000	$100,000	$1,340,000	**$1,640,000**
Grand Total		**$8,000,000**	**$5,500,000**	**$6,000,000**	**$6,000,000**	**$7,000,000**	**$50,000,000**	**$82,500,000**

WATER SYSTEM SECURITY

Package Number	Project Type	Project Number
FY27-36CIP	Water	CIPWA61023

Project Number: CIPWA61023

Description

Replace video, communication, and perimeter equipment to enhance security of city's water supply, treatment plants and distribution systems.

Justification

Replace cameras and equipment at Water Services facilities to further enhance security of City's water supply, treatment plants and distribution systems. Required to ensure the city complies with the federal homeland security requirements.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	6020-Water	$50,000	-	-	-	-	-	**$50,000**
EQUIPMENT	6020-Water	$300,000	$150,000	$150,000	$150,000	$200,000	$500,000	**$1,450,000**
Grand Total		**$350,000**	**$150,000**	**$150,000**	**$150,000**	**$200,000**	**$500,000**	**$1,500,000**

THUNDERBIRD RESERV & DIST SYS IMPRV

Package Number	Project Type	Project Number
FY27-36CIP	Water	CIPWA61045

Project Number: CIPWA61045

Description

Design and construct improvements at Thunderbird Reservoir and nearby location for new booster station and zones 3/2 flow control facility. Project includes electrical, instrumentation, and water quality improvements.

Justification

The 12 million gallon reservoir was constructed in 1985 and is essential to meeting peak hourly water demand within the north and central portion of Glendale. Condition assessments and the integrated water master plan recommend reservoir and booster station improvements for drought resilience.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	6020-Water	$1,000,000	-	-	-	-	-	**$1,000,000**
CONSTRUCT	6020-Water	$4,500,000	$3,400,000	-	-	-	-	**$7,900,000**
DESIGN	6020-Water	$1,300,000	-	-	-	-	-	**$1,300,000**
INTRNL CHG	6020-Water	$150,000	$70,000	-	-	-	-	**$220,000**
PUBLIC ART	6020-Water	$50,000	$30,000	-	-	-	-	**$80,000**
Grand Total		**$7,000,000**	**$3,500,000**	**-**	**-**	**-**	**-**	**$10,500,000**

METER VAULT REPLACEMENT PROGRAM

Package Number	Project Type	Project Number
FY27-36CIP	Water	CIPWA61047

Project Number: CIPWA61047

Description

Program to assess vault condition and replace three to four large in-ground meter vaults annually. Work will be contracted in phases. Cost varies with each vault rehab.

Justification

The program includes evaluation of each vault as to repair or replace to meet safety standards for confined space entry.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	6020-Water	$10,000	-	-	-	-	-	**$10,000**
NC INT CHG	6020-Water	$15,000	$15,000	$15,000	$15,000	$15,000	$45,000	**$120,000**
NONCAPITAL	6020-Water	$485,000	$500,000	$485,000	$485,000	$485,000	$1,455,000	**$3,895,000**
Grand Total		**$510,000**	**$515,000**	**$500,000**	**$500,000**	**$500,000**	**$1,500,000**	**$4,025,000**

GROUNDWATER WELL REHAB PROGRAM

Package Number	Project Type	Project Number
FY27-36CIP	Water	CIPWA61048

Project Number: CIPWA61048

Description

Assess, design, and construct improvements for existing groundwater well components. Components for rehab include: water quality improvements, redrill of well, and wellhead treatment.

Justification

Wells need rehabilitation every 5-10 years to maintain production and water quality levels and replacement at end of service-life. Rehabilitation reduces risk of equipment failure, loss of service, and decrease in water quality.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	6020-Water	$1,000,000	-	-	-	-	-	**$1,000,000**
NC INT CHG	6020-Water	$50,000	$50,000	$50,000	$50,000	$50,000	$250,000	**$500,000**
NONCAPITAL	6020-Water	$650,000	$600,000	$600,000	$950,000	$950,000	$4,750,000	**$8,500,000**
Grand Total		**$1,700,000**	**$650,000**	**$650,000**	**$1,000,000**	**$1,000,000**	**$5,000,000**	**$10,000,000**

DISTRIBUTION SYSTEM IMPROV PROGRAM

Package Number	Project Type	Project Number
FY27-36CIP	Water	CIPWA61054

Project Number: CIPWA61054

Description

Design and construct water distribution system improvements city-wide. Includes pressure reducing valves (PRV), water instrumentation, flow meters, manhole access, and booster station improvements.

Justification

Water distribution infrastructure is assessed to identify components at the end of service life. It is very important to ensure these components are functional to move water between different pressure zones to meet water demand and manage water pressure.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	6020-Water	$200,000	-	-	-	-	-	**$200,000**
CONSTRUCT	6020-Water	$180,000	$425,000	$180,000	$170,000	$400,000	$2,000,000	**$3,355,000**
DESIGN	6020-Water	-	$50,000	-	$10,000	$80,000	$400,000	**$540,000**
INTRNL CHG	6020-Water	$18,000	$20,000	$18,000	$18,000	$15,000	$75,000	**$164,000**
PUBLIC ART	6020-Water	$2,000	$5,000	$2,000	$2,000	$5,000	$25,000	**$41,000**
Grand Total		**$400,000**	**$500,000**	**$200,000**	**$200,000**	**$500,000**	**$2,500,000**	**$4,300,000**

WATER CAPITAL EQUIPMENT REPLACEMENT

Package Number	Project Type	Project Number
FY27-36CIP	Water	CIPWA61061

Project Number: CIPWA61061

Description

Replacement of capital equipment at water facilities. Includes Programmable Logic Controllers (PLC), Variable Frequency Drives (VFD), miscellaneous pumps and motors.

Justification

As equipment at the water treatment plants reaches the end of service-life, it is replaced. It is critical to ensure City's water treatment facilities are in good operational condition to meet water demands and regulatory requirements.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	6020-Water	$100,000	-	-	-	-	-	**$100,000**
EQUIPMENT	6020-Water	$700,000	$700,000	$700,000	$700,000	$700,000	$3,000,000	**$6,500,000**
Grand Total		**$800,000**	**$700,000**	**$700,000**	**$700,000**	**$700,000**	**$3,000,000**	**$6,600,000**

TRANSMISSION LINE & VALVE ASSESSMNT

Package Number	Project Type	Project Number
FY27-36CIP	Water	CIPWA61062

Project Number: CIPWA61062

Description

Assess condition of large water transmission line and valves to identify segments for future rehabilitation. The next segment to assess is the Zone 2 main in 51st Av from the Cholla Water Treatment Plant up to 59th Av & Thunderbird.

Justification

Glendale's water distribution network has central transmission pipelines connecting Pyramid Peak WTP and Cholla WTP which allows operations to move water throughout the City. These pipelines are critical infrastructure and their assessment and rehabilitation are essential.

Capital Costs

Category	Funding Source	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032-2036	Grand Total
CARRYOVER	6020-Water	$100,000	-	-	-	-	-	**$100,000**
INTRNL CHG	6020-Water	$20,000	$20,000	$20,000	$20,000	$20,000	$40,000	**$140,000**
NONCAPITAL	6020-Water	$580,000	$780,000	$580,000	$580,000	$580,000	$1,160,000	**$4,260,000**
Grand Total		**$700,000**	**$800,000**	**$600,000**	**$600,000**	**$600,000**	**$1,200,000**	**$4,500,000**