

CITY CLERK  
ORIGINAL

C-9147  
07/01/2014

CITY OF GLENDALE  
COMMERCIAL VISUAL IMPROVEMENT PROGRAM  
AGREEMENT

This Commercial Visual Improvement Program Agreement ("Agreement") is entered into this 1<sup>st</sup> day of July, 2014, between the City of Glendale, an Arizona municipal corporation ("City") and F & R Glendale Plaza I Properties, LLC, an Arizona limited liability company, authorized to do business in the State of Arizona ("Applicant").

RECITALS

- A The City makes grants available under its Commercial Visual Improvement Program ("VIP") for the purpose of encouraging reinvestment in certain existing commercial or mixed-use structures located within the corporate limits of the City.
- B Under the Commercial VIP, the City may, in its sole discretion, reimburse up to a maximum of one-half of the approved cost of rehabilitation improvements and one-half of the architectural and engineering fees up to a maximum of Five Thousand Dollars (\$5,000).
- C Applicant's property is located at 6550 West Glendale Avenue, Glendale, Arizona 85301 and is within the corporate limits of the City and is a commercial property that is at least 15 years of age and located within a Redevelopment Area.
- D City and Applicant 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 Applicant agree as follows:

- 1. Reimbursement of Construction Costs and Architectural/Engineer Fees
  - 1.1 Reimbursement Amount For each approved project on the Property, the City may, in its sole discretion, reimburse Applicant for up to one-half of construction costs for rehabilitation improvements ("Work") and up to one-half of architectural and engineering fees ("Professional Services") with a cap of \$5,000 for Professional Services. The actual reimbursement under this Agreement will not exceed \$3,180.00 for Work and \$0.00 for Professional Services, subject to additional amounts that may be approved by the City pursuant to the change order section of this Agreement.
  - 1.2 Eligible Costs. The Work costs eligible for reimbursement include labor, materials, equipment and other contract items necessary for the proper execution and completion of the project as designated in the design and construction drawings and specifications approved by the City. The approved design and construction drawings and specifications are hereby incorporated into and made part of this Agreement.
  - 1.3 Compliance with Federal Requirements. Reimbursement shall be made only for Work completed in conformance with all applicable federal regulatory requirements, which are set forth in Exhibit V and hereby incorporated into and made a part of this Agreement.

- 1.4 Compliance with Zoning and Sign Requirements. As a condition of reimbursement and at all times during the term of this Agreement, the land use and signage under the control of the Applicant shall conform with City zoning and sign code requirements.
- 1.5 Change Orders
  - 1.5.1 If the scope or cost of Work originally approved by the City is modified, Applicant may request an adjustment to the reimbursement amount. No additional amounts will be reimbursed to the Applicant without the City's written approval.
  - 1.5.2 To request an adjustment, Applicant shall submit a written change order request to the Economic Development Department that explains the nature of and reason for the change(s); provides modified design and construction drawings and specifications, if applicable; and provides a detailed explanation of the increased cost for Work or Professional Services.
  - 1.5.3 The City will provide a written response within 30 days of receipt of Applicant's change order.
- 2 Design and Construction Plan Approval
  - 2.1 Within 120 days of execution of this Agreement, Applicant shall submit the design and construction drawings and specifications for the improvements to the Property to the City Building Safety Department for approval.
  - 2.2 No Work may take place until the City has approved the drawings and specifications.
3. Time to Complete Work

Applicant shall contract for and complete all Work within 180 days from the date the City approves the drawings and specifications.
- 4 Review of Project

The City's Economic Development Department or designated representative may periodically review the progress of the Work on the Property. This progress review does not replace any required permits or inspections normally required by the City, including the Building Safety Department. Applicant must immediately remedy any Work not in conformance with the approved drawings and specifications.
- 5 Proof of Work and Professional Services
  - 5.1 Within 60 days of the final inspection and approval of the Work by the City, the Applicant shall submit to the City copies of all paid bills, cancelled checks, contractor lien waivers and receipts showing the full cost of and full payment for all Work and Professional Services.
  - 5.2 No reimbursement will be made for amounts exceeding amounts actually paid as shown on bills or receipts. Failure to timely submit the documentation required by this Section is a waiver of Applicant's right to reimbursement.
- 6 Failure to Complete Work

If the Applicant fails to complete the Work in conformance with the approved drawings and specifications and all other terms of this Agreement, the Agreement automatically terminates and the City's reimbursement obligation becomes null and void.
7. Extension of Time

The City may, in its sole discretion and upon good cause as shown in writing by the Applicant, extend the time to obtain design and construction approval, to complete construction, or to submit documentation for reimbursement. Extensions will not be valid unless granted in writing by the City.

8. Unrelated Improvements

Nothing in this Agreement is intended to limit, restrict or prohibit the Applicant from performing any other work in or about the Property which is unrelated to this Agreement.

9 Agreement Applicable to Future Owners

This Agreement is binding upon the Applicant and its successors, heirs and assignees.

10. Maximum Grant Awards

A business or property owner may apply for and receive more than one grant. City Council approval is required when the total of the requested funds exceeds \$50,000 within a three-year period.

11 Indemnification

The Applicant agrees to defend and hold harmless the City, its elected officials, officers, agents and employees from and against all loss, damage, claims, suits, proceedings, settlements, judgments, costs and expenses (including but not limited to reasonable attorney's fees, litigation costs and experts' fees), arising or resulting from, caused or occasioned by, or related to the Applicant's obligations, performance and actions taken or not taken or under this Agreement.

12. Attorney's Fees

If the City institutes proceedings against Applicant for a violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall include in its judgment against Applicant expenses, including but not limited to reasonable attorney's fees, court costs, witness fees, and litigation expenses.

13. Applicant Remedies

Upon a breach of this Agreement by the City, the Applicant, in any court of competent jurisdiction, by an action or proceeding in equity, may secure rescission, a declaratory judgment or the specific performance of this Agreement. The remedies listed in this section are the sole remedies available to the Applicant. Monetary damage remedies are expressly excluded. Before any performance failure of the City is considered a breach of this Agreement, the Applicant shall demand performance and notify the City of the alleged failure in writing in the manner provided in Section 16 of this Agreement

14. Exhibits

It is agreed that Applicant must complete and execute Exhibits I through IV, which are incorporated as part of this Agreement:

Exhibit I	Proof of Ownership or Executed Lease
Exhibit II	Certificate of Capacity to Execute Agreement
Exhibit III	Copy of City of Glendale Commercial Visual Improvement Program Application
Exhibit IV	Budget

15 Display of City Funding Promotional Material

To the extent requested by the City, Applicant may be required to prominently display a poster identifying the Property as receiving City funding. Any signage will be provided by the City and shall be displayed from the date the Application is approved, until no less than 90 days after final approval and reimbursement is made. Failure to display signage at the request of the City is a breach of this Agreement, and, at the option of the City, makes this Agreement null and void.

16. Notices

Notices must be in writing and given by personal delivery; by certified mail, return receipt requested, postage prepaid; or by express delivery service, freight prepaid, in each case by delivery to the Applicant and the City at the addresses set forth below or at any other address as a party may designate in writing. The date notice is given is the date on which the notice is delivered, if notice is given by personal delivery, or five days after the date of deposit in the mail, if the notice is sent through the United States mail.

APPLICANT.      Applicant's Name: F & R Glendale Plaza I Properties, LLC  
                         Address:                    525 East 9<sup>th</sup> Street, Suite 309  
                                            Los Angeles, CA 90015  
                         Name of Business: F & R Glendale Plaza I Properties, LLC  
                         Project Address:    6550 West Glendale Avenue  
                                            Glendale, Arizona 85301

CITY:                    City of Glendale  
                         Economic Development Department  
                         5850 W. Glendale Avenue  
                         Glendale, Arizona 85301

With a copy to:      Glendale City Attorney  
                         5850 W Glendale Avenue  
                         Glendale, Arizona 85301

17. Immigration Laws

- 17.1 Applicant, and on behalf any allowable subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 17.2 Any breach of warranty of this section is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 17.3 The City retains the legal right to inspect the papers of Applicant or subcontractor employee who performs work under this Agreement to ensure that Applicant or any subcontractor is compliant with the warranty under section.
- 17.4 The City may conduct random inspections, and upon request of the City, Applicant must provide copies of papers and records of Applicant demonstrating continued compliance with the warranty under this section. Applicant agrees to keep papers and records available for inspection by the City during normal business hours. Applicant must cooperate with the City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section
- 17.5 Applicant must incorporate into any subcontract agreements that are allowable under this Agreement, if any, the same obligations imposed upon Applicant and expressly accrue those obligations directly to the benefit of the City. Applicant must require any allowable subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 17.6 Applicant's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

17.7 The “E-Verify Program” above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

18. Prohibition on Business with Iran or Sudan

Applicant certifies under A.R.S. §§ 35-391 *et seq.* and 35-393 *et seq.* that it does not have, and during the term of this Agreement will not have, “scrutinized” business operations, as defined in the preceding statutory sections, in the countries of Sudan or Iran

19. Conflict of Interest

Applicant acknowledges this Agreement is subject to A R.S. § 35-391 *et seq.*, 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 the City’s behalf is also an employee, agent, or consultant of any other party to this Agreement.

20. Exhibits

- Exhibit I Proof of Ownership or Executed Lease
- Exhibit II Certificate of Capacity to Execute Agreement
- Exhibit III Copy of Grant Application
- Exhibit IV Budget
- Exhibit V Federal Requirements

(Signatures appear on the following page.)



**EXHIBIT I**

PROOF OF OWNERSHIP OR EXECUTED LEASE

(See attached)

Recorded at the request of  
TICOR TITLE AGENCY OF AZ, INC.

488  
Jan

When recorded mail to:

F & R GLENDALE PLAZA I PROPERTIES, LLC  
10573 LE CONTE AVE  
LOS ANGELES, CA 90024

04-8804

1/2

CAPTION HEADING:

SPECIAL WARRANTY DEED

DO NOT REMOVE  
AS THIS IS NOW PART OF THE OFFICIAL DOCUMENT

## Special Warranty Deed

For the consideration of Ten Dollars, and other valuable considerations, I or we,

**YOUSSEF FARAHIK AND ZARIFEH FARAHIK, HUSBAND AND WIFE, AS TO AN  
UNDIVIDED 50% INTEREST AND JOHN F. RASTEGAR AND HOMA FALLAH  
RASTEGAR, HUSBAND AND WIFE, AS TO AN UNDIVIDED 50% INTEREST**

do/does hereby convey to

**F & R Glendale Plaza I Properties, LLC, an Arizona limited liability company**

the following real property situated in Maricopa, County, Arizona:

**SEE EXHIBIT "A" ATTACHED HERETO**

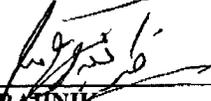
Unofficial Document

SUBJECT TO: Current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record.

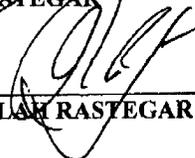
And the Grantor hereby binds itself and its successors to warrant and defend the title, against all acts of the Grantor herein, and no other, subject to the matters set forth.

Dated August 31, 2006

  
\_\_\_\_\_  
YOUSSEF FARAHIK

  
\_\_\_\_\_  
ZARIFEH FARAHIK

  
\_\_\_\_\_  
JOHN F. RASTEGAR

  
\_\_\_\_\_  
HOMA FALLAH RASTEGAR

STATE OF CALIFORNIA  
COUNTY OF Los Angeles

} ss:

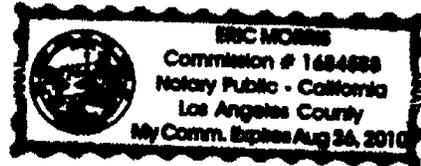
On August 31, 2006, before me,  
ERIC MORRIS

a Notary Public in and for said County and State,  
personally appeared Youssef FARAHNIK  
~~personally known to me~~ (or proved to me on the basis of  
satisfactory evidence) to be the person(s) whose name(s)  
is/are subscribed to the within instrument and  
acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by  
his/her/their signature(s) on the instrument the person(s),  
or the entity upon behalf of which the person(s) acted,  
executed the instrument.

WITNESS my hand and official seal:

Signature Eric Morris

FOR NOTARY SEAL OR STAMP



STATE OF CALIFORNIA  
COUNTY OF Los Angeles

} ss:

On August 31, 2006, before me, Unofficial Document  
ERIC MORRIS

a Notary Public in and for said County and State,  
personally appeared Zarifeh FARAHNIK  
personally known to me (or proved to me on the basis of  
satisfactory evidence) to be the person(s) whose name(s)  
is/are subscribed to the within instrument and  
acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by  
his/her/their signature(s) on the instrument the person(s),  
or the entity upon behalf of which the person(s) acted,  
executed the instrument.

WITNESS my hand and official seal.

Signature Eric Morris

FOR NOTARY SEAL OR STAMP

ERIC MORRIS



AUG 24 2010

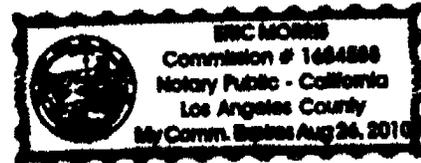
STATE OF CALIFORNIA  
COUNTY OF Los Angeles

} ss:

On August 31, 2006, before me,  
ERIC MORRIS

FOR NOTARY SEAL OR STAMP

a Notary Public in and for said County and State,  
personally appeared John F. Rastegar  
~~personally known to me~~ (or proved to me on the basis of  
satisfactory evidence) to be the person(s) whose name(s)  
is/are subscribed to the within instrument and  
acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by  
his/her/their signature(s) on the instrument the person(s),  
or the entity upon behalf of which the person(s) acted,  
executed the instrument.



WITNESS my hand and official seal.

Signature Eric Morris

STATE OF CALIFORNIA  
COUNTY OF Los Angeles

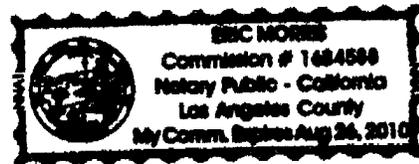
} ss:

Unofficial Document

On August 31, 2006, before me,  
ERIC MORRIS

FOR NOTARY SEAL OR STAMP

a Notary Public in and for said County and State,  
personally appeared Homa Fallah Rastegar  
~~personally known to me~~ (or proved to me on the basis of  
satisfactory evidence) to be the person(s) whose name(s)  
is/are subscribed to the within instrument and  
acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by  
his/her/their signature(s) on the instrument the person(s),  
or the entity upon behalf of which the person(s) acted,  
executed the instrument.



WITNESS my hand and official seal.

Signature Eric Morris

**EXHIBIT "A"**

THE SOUTH 177 FEET OF LOT 29, OF **HADSELL'S ADDITION TO GLENDALE**, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 2 OF MAPS, PAGE 10;

**EXCEPT** THE WEST 150 FEET OF THE EAST 280 FEET OF THE NORTH 150 FEET OF THE SOUTH 157 FEET OF LOT 29; AND

**EXCEPT** THAT PART OF LOTS 28 AND 29, OF **HADSELL'S ADDITION TO GLENDALE**, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 2 OF MAPS, PAGE 10, DESCRIBED AS FOLLOWS:

**BEGINNING** ON THE SOUTH LINE OF SAID LOT 29, DISTANT THEREON 130 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT;

**THENCE** NORTHERLY PARALLEL WITH THE EAST LINE OF SAID LOT, 7 FEET TO THE **POINT OF BEGINNING**;

**THENCE** NORTHERLY PARALLEL WITH THE EAST LINE OF SAID LOT, 150 FEET;

**THENCE** EASTERLY, PARALLEL WITH THE SOUTH LINE OF SAID LOT TO THE WEST LINE OF THE PARCEL OF LAND DESCRIBED IN DOCKET 6755, PAGE 823, RECORDS OF MARICOPA COUNTY, ARIZONA, BEING A CURVE CONCAVE EASTERLY WITH A RADIUS OF 45 FEET;

**THENCE** SOUTHERLY ALONG SAID CURVE TO A POINT DISTANT 30 FEET EASTERLY AND 110.44 FEET NORTHERLY OF SAID SOUTHEAST CORNER OF LOT 29;

**THENCE** CONTINUING ALONG THE WEST LINE OF PARCEL DESCRIBED IN SAID DEED AND THE SOUTHERLY EXTENSION THEREOF, 103.44 FEET;

**THENCE** WESTERLY PARALLEL TO THE SOUTH LINE OF SAID LOT, 160 FEET TO THE **POINT OF BEGINNING**;

**EXCEPT** THE SOUTH 7 FEET OF SAID LOT 29; AND

**EXCEPT** THE WEST 30 FEET OF THE NORTH 170 FEET OF THE SOUTH 177 FEET OF LOT 29; AND

**EXCEPT** THE NORTH 20 FEET OF THE SOUTH 177 FEET OF LOT 29; AND

**EXCEPT** THE NORTH 5 FEET OF THE SOUTH 12 FEET OF SAID LOT 29.

**143-29-001-G**

Parcel Type: Commercial

F & R GLENDALE PLAZA I PROPERTIES LLC6550 W GLENDALE AVE GLENDALE 85301**Property Information**

MCR #: 210  
 Address: 6550 W GLENDALE AVE GLENDALE 85301  
 Latitude/Longitude: 33.53839810 | -112.20067070  
 Description: HADSELLS ADDITION TO GLENDALE MCR 2/10 LOT 29 S 1 77F EX E 280F EX W 30F & ALSO EX S 12F TH/OF PER D/P 14207/0531  
 Lot Size (Sq Ft): 37,549  
 Section, Township, Range: 6 2N 2E  
 Market Area/Neighborhood: 16/003  
 Subdivision: HADSELL'S ADDITION  
 Lot #: 29  
 High School District: GLENDALE UNION #205  
 Elementary School District: GLENDALE SCHOOL DISTRICT  
 Local Jurisdiction: GLENDALE  
 Owner: F & R GLENDALE PLAZA I PROPERTIES LLC  
 Mailing Address: 10573 LE CONTE AVE , LOS ANGELES, CA 90024  
 Deed #: 061218225  
 Deed Date: September 13, 2006  
 Sale Date: None  
 Sale Price: \$0

**Valuation Data**

Tax Year:	2015	2014	2013	2012	2011
Full Cash Value:	\$466,100	\$427,000	\$449,889	\$547,074	\$633,396
Limited Property Value:	\$448,350	\$427,000	\$449,889	\$547,074	\$633,396
Legal Class:	1	1	1	1	1
Description:	COMMERCIAL / OTHER R/P				
Assessment Ratio:	18.5%	19%	19.5%	20%	20%
Assessed FCV:	\$86,229	\$81,130	\$87,728	\$109,415	\$126,679
Assessed LPV:	\$82,945	\$81,130	\$87,728	\$109,415	\$126,679
Property Use Code:	1130	1130	1130	1130	1130
PU Description:	Retail	Retail	Retail	Retail	Retail
Tax Area Code:	400700	400700	400700	400700	400700

**Commercial Characteristics/Improvements**

Description	Number	Model	Quality Rank	Age	Sq Footage
Neighborhood Shopping Center	000101	412	2	34	12,240
Commercial Yard Improvements	000201	353	2	34	1

Notice: The values displayed on this page may not reflect constitutional or statutory adjustments.

**CAUTION! USERS SHOULD INDEPENDENTLY RESEARCH AND VERIFY INFORMATION ON THIS WEBSITE BEFORE RELYING ON IT.**

The Assessor's Office has compiled information on this website that it uses to identify, classify, and value real

and personal property. Please contact the Maricopa County S.T.A.R. Center at (602) 506-3406 if you believe any information is incomplete, out of date, or incorrect so that appropriate corrections can be addressed. Please note that a statutory process is also available to correct errors pursuant to Arizona Revised Statutes 42-16254.

The Assessor does not guarantee that any information provided on this website is accurate, complete, or current. In many instances, the Assessor has gathered information from independent sources and made it available on this site, and the original information may have contained errors and omissions. Errors and omissions may also have occurred in the process of gathering, interpreting, and reporting the information. Information on the website is not updated in "real time". In addition, users are cautioned that the process used on this site to illustrate the boundaries of the adjacent parcels is not always consistent with the recorded documents for such parcels. The parcel boundaries depicted on this site are for illustrative purposes only, and the exact relationship of adjacent parcels should be independently researched and verified. The information provided on this site is not the equivalent of a title report or a real estate survey. Users should independently research, investigate and verify all information before relying on it or in the preparation of legal documents.

**By using this website, you acknowledge having read the above and waive any right you may have to claim against Maricopa County, its officers, employees, and contractors arising out of my reliance on or the use of the information provided on this website.**

**EXHIBIT II**

**CERTIFICATE OF CAPACITY TO EXECUTE AGREEMENT**

CERTIFICATION: I certify that I have the legal and financial capacity to execute a contract for rehabilitation of the property described in this application packet.

7-31-14  
Date

6550 W Glendale Ave., Glendale  
Property Address AZ 85301

Elias K. Yomtoubian  
Signature of Property Owner/Property Manager

ELIAS YOMTOUBIAN  
Printed Name of Property Owner/ Property Manager

**EXHIBIT III**

COPY OF CITY OF GLENDALE COMMERCIAL VIP APPLICATION

(See attached)



City of Glendale  
Commercial Visual Improvement Program Application  
Page 1

Applicant Information

Applicant Name: ELIAS YOM TOUBIAN  
Applicant Mailing Address: 525 EAST 9th St. Suite 309, Los Angeles, CA 90015  
Applicant Contact Number: 310-384-1157 Alternate Number: 310-592-6143  
Federal Tax ID Number or Social Security Number: [REDACTED]  
Applicant(s): Building Owner: F&R GLENPLAZA PLAZA I, Properties, LLC  
Property Manager: ELIAS YOM TOUBIAN Contact Number: 310 384 1157

Project/Site Information

Project Address: 6550 W. GLENDALE AVE., Glendale, AZ 85301  
Property Owner: F & R Glendale Plaza I Properties, LLC  
① Year Purchased: 2004 (see attached) ① Year Built: 1980 (See attached)  
Property/Business Name: F&R Glendale Plaza I, Properties, LLC  
② Name of Tenant: Various (see attached) ② Lease Expiration Date: Various (See attached)

Grant Request

Total Anticipated Project Budget: ~~11,000~~ \$17,370.70  
Total Anticipated Grant Request: ~~5,500~~ \$8,685.35



**City of Glendale  
Commercial Visual Improvement Program Application**

Page 2

**Project Description**

Please describe the exterior improvements you'll be making as part of this grant application: (Please attach elevations, photos, renderings, any visuals you may have depicting the improvements).

please see attached letter

Notes: Client originally requested <sup>painting</sup> signs, parking lot, & lighting  
see #3

Subsequently revised request for only exterior paint & parking lot.  
see #4

Bid data rec'd from Client:

- ⑤ #4587 - Redlock, Ext. Paint \$6389.70
- ⑥ #D7311 - American Asphalt, front \$2260.00
- ⑦ #D7665 - " " , back \$8121.00

As part of this application process you are required to submit "Before Photos" of the existing building/property/site. The photos should be in color and can be submitted either in hard copy format or digitally. You can email them to [mparatore@glendaleaz.com](mailto:mparatore@glendaleaz.com) or submit them on a CD.



**City of Glendale  
Commercial Visual Improvement Program Application**

Page 3

**Anticipated Project Budget**

Activity/Task	Estimated Cost
Painting The Buildings <del>and manhole sign</del>	\$ <del>6,000</del> 6,389.70
	\$
	\$
Resurfacing the Parking lot and painting new lines	\$ <del>2,000</del> 2,860.00
	\$ 8,121.00
	\$
	\$
<del>Improving quality of lighting of the plaza</del>	\$ <del>2,000</del> 0
	\$
	\$
<b>Total Project Budget</b>	\$ <del>11,000</del> 17,370.70

\$ 8,085.35

I am requesting \$ ~~5,500~~ in grant funding through the VIP program.

The amount of assistance that can be requested is up to 50% of total eligible project expenses, and should be based on the lowest bid. (Example - If the project budget is \$60,000 the maximum amount of assistance that can be requested is \$30,000 - 50% of the total project expenses).

The Applicant should develop the project budget by obtaining at least one bid and talking to local resources in the contract field in an effort to develop a reasonable and accurate project budget. The grant request will be based off of this proposed budget, so it is important that is accurate and reasonable. The Applicant will work with Community Revitalization to complete the formal bid process.

Please be aware that in order to be reimbursed the full grant award, the Applicant must spend at least 50% more than the grant award on the total project. If that does not happen, the Applicant is only reimbursed 50% of what is spent.

*Example: If an Applicant is awarded \$30,000 for a \$60,000 project, but ends up only spending \$50,000 on the project - the Applicant will only be reimbursed \$25,000 - 50% of what is spent. In order to receive the full grant award the Applicant must have documentation that shows that \$60,000 or more was spent on the project.*



**City of Glendale**  
**Commercial Visual Improvement Program Application**  
Page 4

The City of Glendale will review Applications. Applications greater than \$50,000 will be forwarded to the City Council for action. Grants are given at the discretion of the City Council, and the Council's decision is final.

I, ELIAS YOMTOUBIAN, hereby make application to the City of Glendale for a Commercial VIP Grant in the anticipated amount of \$ ~~5,500-808.35~~ <sup>5000</sup> understand that the City must approve my Application, and that it must conform to established design guidelines, as well as specific design recommendations of the City of Glendale. I have read a copy of the Commercial VIP Agreement. If approved, I understand that all work performed is subject to development standards, building and property codes, permit requirements and Agreement provisions.

*Elias Yomtoubian*  
Applicant Signature

3-3-2014  
Date

*[Signature]*  
Property Owner

3-3-2014  
Date

Please return the completed Application to:

City of Glendale  
Economic Development Department  
5850 West Glendale Avenue  
Glendale, Arizona 85301

If you need assistance with the Application and/or have general inquiries, please contact Mark Paratore, Economic Development Specialist (623) 930-2986.

**FOR CITY USE ONLY**

Comments: Applicant will provide addtl information highlighted  
via email by March 14th, 2014

**F & R GLENDALE PLAZA I PROPERTIES LLC**

**525 East 9<sup>th</sup> Street, Suite 309**

**Los Angeles, CA 90015**

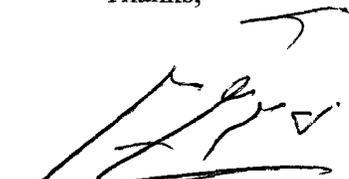
**Tel: 310 384 1157**

Suzie Ricard  
Administrative Assistant  
Economic Development Department

7/18/14

I, Yousef Farahnik, authorize Elias Yomtoubian to have signature authority for VIP process with the City Of Glendale, Arizona.

Thanks,



Yousef Farahnik

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**  
**CIVIL CODE § 1189**

State of California

County of LOS ANGELES

On 07.21.2014 before me,  
Date

LILLY TAHERI (NOTARY PUBLIC)  
Here Insert Name and Title of the Officer

personally appeared YOUSSEF FARAHNIS  
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Signature]  
Signature of Notary Public

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Form A  
AFFIDAVIT CONCERNING TRUTHFULNESS  
OF DOCUMENTS PRESENTED  
(Arizona Revised Statutes A.R.S. 1\_ §§501-502)

Under oath and penalty of perjury, I swear that the documents I have submitted to the City of Glendale, as required by my application for any federal, state or local public benefit, are true and accurate as presented.

ELIAS YOMTOUBIAN  
NAME:

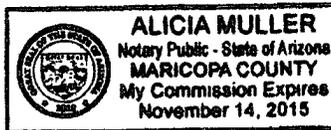
3/3, 2014  
DATE:

STATE OF ARIZONA            )  
  )ss.  
County of Maricopa         )

On this 7 day of March, 2014, before me personally appeared Elias Yomtoubian (name of signer), whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and knowledge that he/she executed the same. That he/she affirms under penalty perjury that the statements in this document are true to the best of his/her knowledge and belief.

  
Notary Public

My Commission Expires:  
November 14, 2015



Form B  
**Verification of United States Citizenship or Lawful Immigration Status by  
 Presentation of Documents by Client**

Legal Name of Applicant:

Elias Yomtubian

I have examined one document presented by the applicant from below or I have examined two documents presented by the applicant. I have recorded the title, number and expiration date, if any, of the document(s) presented. (Note: An applicant must present original documents or copies certified by the issuing agency. All documents must be in English.)

Document Title	Issuing Authority	A Document Number (if any)	Expiration Date (if any)
U.S. Passport	US Dept of State		
California DL	State of CA		

The document(s) that I have listed above (1) appear to be genuine original documents or genuine copies certified by the issuing agency, and (2) relate to the applicant.

Print Name of Employee or Designee: Jean Moreno

Signature of Employee or Designee: Jean Moreno Date: 3-7-14

Only one of the following documents is required to be presented by an applicant:

1. Arizona driver's license or Arizona non-operating identification card issued after October 1, 1996.
2. A driver's license or non-operating license issued by another state or outlying possession of the United States if the license indicates on its face that the person has provided proof of United States citizenship.
3. A birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.
4. A United States certificate of birth abroad.
5. U.S. Passport (current or expired).
6. Certificate of U.S. Citizenship (Form N-560 or N-561).
7. Certificate of Naturalization (Form N-550 or N-570).
8. Unexpired Foreign Passport with an I-551 stamp.
9. Unexpired Foreign Passport indicating nonimmigrant visa status and such visa status either has not expired or has been extended.
10. A tribal certificate of Indian blood.
11. A tribal or bureau of Indian affairs affidavit of birth.
12. Form I-94 verifying current status as "Refugee," "Asylum Granted," "Parolee," or "Cuban-Haitian Entrant." with photograph.



Following please find information you asked for:

- F & R Glendale Plaza I was built in 1980 and bought in 2004
- F & R Glendale Plaza II was built in 1974 and bought in 2004
- Glendale Central Plaza was built in 1970 and bought in 2009



3

Revitalizing the whole plaza with the following:

- Painting the exterior of the building and marquee sign
- Resurfacing the parking lot and painting new lines.
- Improving quality of lighting of the plaza

④ p.1 of 2

**Moreno, Jean**

---

**From:** ELIAS YOMTOUBIAN [REDACTED]  
**Sent:** April 09, 2014 3:16 PM  
**To:** Moreno, Jean  
**Subject:** 2014\_04\_09 - Change Approval Re. VIP Application Follow-up

Hello Ms. Moreno,  
Thank you for meeting with me last week and the email I received yesterday.  
I agree with everything that you mentioned in your email. I am currently waiting for parking lots estimates and I expect to receive them soon. As soon as I receive them I will forward them to you.  
As for painting the buildings, are we able to have separate bids for the front, sides and back of buildings.  
Thank you for calling in to Officer Jeff Horsley to discuss options for requesting increased patrols for the F&R Glendale Plaza I & II locations

Your assistance throughout this process is greatly appreciated

Regards,

Elias Yomtoubian

On Tue, Apr 8, 2014 at 9:46 AM, Moreno, Jean <[JMoreno@glendaleaz.com](mailto:JMoreno@glendaleaz.com)> wrote:

Hello Mr. Yomtubian:

It was a pleasure meeting with you again on April 2, 2014. To confirm the details of our discussion and the changes to your initial application that were requested during that meeting, please review the following table and reply to this email with your approval to make the requested changes to your application. I can then attach this documentation to the applications in lieu of having to re-do the materials. I have also included the action needed from you in terms of the outstanding written estimates that are required in order to move forward in the process.

In addition, I have a call in to Officer Jeff Horsley from the Community Action Team to discuss options for requesting increased patrols for the F&R Glendale Plaza I & II locations. I will follow-up with you after I make contact to let you know the outcome of the request and any additional resources that might be available to you.

Please don't hesitate to contact me should you have any additional questions, thank you!

Address	Center Name	Original Request 3-3-14	Revised Request 4-2-14	Action Needed
5340-5346 W. Glendale Ave	Glendale Central Plaza	Parking lot repair	No change	Need Estimate
6550 W Glendale	F&R Glendale Plaza	Exterior paint	Exterior paint	Need parking lot

④ p. 2 of 2

Ave	I	Marquee sign Parking lot repair Lighting	Parking lot repair  (Withdraw sign & lighting)	repair estimate  (Paint estimate received)
6430-6440 W. Glendale	F&R Glendale Plaza II	Exterior paint Marquee sign Parking lot repair Lighting	Exterior paint Parking lot repair  (Withdraw sign & lighting)	Need parking lot repair estimate  (Paint estimate received)

**Jean Moreno**

City of Glendale, AZ

Economic Development

5850 W Glendale Ave.

Glendale, Arizona 85301

[jmoreno@glendaleaz.com](mailto:jmoreno@glendaleaz.com)

[www.glendaleaz.com](http://www.glendaleaz.com)

(623) 930-2973 Office

--

Regards,

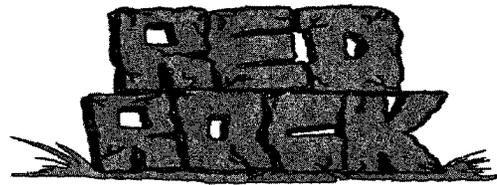
Elias Yomtoubian



Tel: 310 384 1157

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# Estimate



Date	Estimate No.
03/03/14	4587
ROC # 210093	

## Painting LLC

Office 602-799-8339 Fax 602-863-6597  
P.O. Box 4466 Phoenix, Arizona 85030  
www.redrockpainting.com

<b>Name/Address</b>
F & R Glendale Plaza Properties 6450 W. Glendale Ave. Phoenix, AZ. 85301

<b>P.O. Number</b>

Item	Description	Amount
Exterior Paint	Paint entire exterior commercial building. Paint all walls, doors, ceilings, trim and all marquee signs. Repair all minor stucco damage. Pressure wash entire exterior. Apply 2-3 coats.	5,900.00
Sales Tax	8.3%	489.70
Materials	This price includes all paint (Dunn Edwards 100% Acrylic Paint), materials and labor.	0.00

Thank You for choosing Red Rock Painting!	<b>Total</b>	<b>\$6,389.70</b>
---	--------------	-------------------



Red Rock Painting LLC P.O. Box 4466 Phoenix, AZ. 85030  
www.redrockpainting.com



# American Asphalt Paving & Sealcoating, Inc.

642 N. 17th Avenue • Phoenix, AZ 85007-2235

Phone: (602) 256-7376 • Fax (602) 256-7342

Lic # A (602) 09709 (Comm)  
Lic # AE 25730 (Comm)  
Lic # C 13105759 (Res)  
www.amasphalt.com

6  
10/2

BID # D7311

## Proposal & Contract

Page 1 of 2

Name: Elias Yomtonbian Date: 3/4/2014  
 Address: 10973 Le Conte Ave, Los Angeles, CA  
 Business Address: F & R Glendale Plaza I - Property I  
 Job Address: F & R Glendale Plaza I - 6550 W Glendale, AZ  
 Cell Phone: Bus. Phone: (310) 384-1157 FAX:

The undersigned agrees to furnish and provide necessary labor, materials, tools, implements and appliances to perform and complete in a good professional manner the following:

= Sub Total: \$2,710.00 - Tax: \$150.00 - Total Cost: \$2,860.00

1) Surface Patch - Approx 278 Sq Ft Using hot 3/8" 6.0% asphalt. Roll and compact to existing grade using a steel wheel roller. Cost: \$596.00 -- Tax: \$33.00 -- Total: \$629.00

2) Crackseal - Power clean all cracks 1/4" or wider using compressed air. Apply a hot rubberized crack sealing material. Approx 1,140 L.F. Cost: \$637.00 - Tax: \$35.00 - Total: \$672.00

3) Sealcoat - Power clean approx 15,250 Sq Ft. Apply one (1) coat of Poly-Kote TA1000 oil emulsion sealcoating material to approx 15,250 Sq Ft. Sealer to be applied using squeegees and brooms. Spray-on sealers are normally too thin for long lasting protection. Cost: \$1,301.00 - Tax: \$72.00 - Total: \$1,373.00

4) Restripe as is. Cost: \$166.00 - Tax: \$10.00 - Total: \$1,373.00

5) Job to be completed in one (1) mobilization

6) Taxes - All prices quoted are subject to all state and local taxes and these amount should be added to quoted prices. If exempt, please furnish tax resale number.

= Option 1 - Paint curb yellow - Approx 642 lf. Cost: \$376.00 - Tax: \$21.00 - Total: \$397.00

= Option 2 - Paint concrete parking stops white. Approx 22 Each - Cost: \$80.00 - Tax: \$5.00 - Total: \$85.00

Special Note: Due to Arizona soil conditions and earth movement, surface cracks may occur in your asphalt, which is no reflection on the quality of workmanship by American Asphalt.

Crack repair will be completed on the same day.

See Cost Breakdown

Dollars \$

Terms of payment shall be as follows:  Upon Completion  Other Arrangements  Progress  Initials

Respectfully Submitted by

Henry Laborin

Signed:

This Proposal May be Voided if Not Accepted

Within 30 Days

## Customer's Acceptance

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal for which I/we (circle one) agree to pay the amount mentioned in said proposal and in accordance with the terms thereof.

## Accepted & Authorized By

Date: \_\_\_\_\_ 20\_\_\_\_ Signed: x \_\_\_\_\_

Please see terms & conditions on back.

(17)  
2012



# American Asphalt Paving & Sealcoating, Inc.

642 N. 17th Avenue • Phoenix, AZ 85007-2235  
Phone: (602) 256-7376 • Fax (602) 256-7342

Lic # A-05-00705 Comm  
Lic # AE-155736 Comm  
Lic # C-3106739 Res  
www.amasphalt.com

BID # D7311

## Proposal & Contract

Page 2 of 2

Name Elias Yomtonbian Date 3/4/2014  
 Address 10973 Le Conte Ave , Los Angeles, CA  
 Business F & R Glendale Plaza I - Property I Address  
 Job Address F & R Glendale Plaza I - 6550 W Glendale AZ  
 Cell Phone Bus. Phone (310) 384-1157 FAX

The undersigned agrees to furnish and provide necessary labor, materials, tools, implements and appliances, to perform and complete in a good professional manner the following:

- = Note = Standard terms and conditions on reverse side
- = All scheduling contingent upon mutual agreement of American Asphalt Paving and Sealcoating, Inc and General Contractor Proposal is valid for 30 Day's
- = Due to the uncertain petroleum market all material pricing is good as noted and until 03/31/2014, all contracts we enter into, including this proposal, will require a clause to cover increases in asphalt and seal oil material
- = American Asphalt is not responsible for notification, nor for removal of vehicles and property from work areas
- = Exclusions = Sales Tax, Bonds, Permits, Engineering, Survey, As- Builts, Testing, Inspection, and any Special Insurance Requirements-e.g. Completed Ops Insurance

Special Note: Due to Arizona soil conditions and earth movement, surface cracks may occur in your asphalt, which is no reflection on the quality of workmanship by American Asphalt.

Total cost of work to be completed for this sum of **See Cost Breakdown**

Dollars \$

Terms of payment shall be as follows:  Upon Completion  Other Arrangements  Progress  Initials

Respectfully Submitted by

Signed Henry Laborin

This Proposal May be Voided if Not Accepted Within 30 Days

### Customer's Acceptance

We are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, which we (circle one) agree to pay the amount mentioned in said proposal and in accordance with the terms thereof.

### Accepted & Authorized By

Date \_\_\_\_\_ 20\_\_\_\_ Signed by \_\_\_\_\_

Under terms & conditions of \_\_\_\_\_

7 10/2



# American Asphalt Paving & Sealcoating, Inc.

642 N. 17th Avenue • Phoenix, AZ 85007-2235  
Phone: (602) 256-7376 • Fax (602) 256-7342

Lic # A-05 109709 Comm.  
Lic # AE 155730 Comm.  
Lic # C-13 105759 Res.  
www.amasphalt.com

BID # D7665

## Proposal & Contract

Page 1 of 2

Name Elias Yomtonbian Date 4/17/2014  
 Address  
 Business F&R Glendale Plaza | Properties I Address ellasyom@gmail.com  
 Job Address F&R Glendale Plaza I - BACK -- 6550 W. Glendale Ave., Glendale, AZ  
 Cell Phone Bus. Phone (310) 384-1157 FAX

The undersigned agrees to furnish and provide necessary labor, materials, tools, implements and appliances, to perform and complete in a good professional manner the following:

\*\*\* Back of Building \*\*\*

- 1.) Overlay - Power clean approx. 8,000 sq. ft of asphalt to be overlaid. Apply SS1H tack oil to same area. Apply an average of 1 in. of hot 6% asphalt to this same area. Roll and compact to match existing grade.
- 2.) Job to be completed in one mobilization.
- 3.) Taxes - All prices quoted are subject to all state and local taxes and these amounts should be added to prices quoted. If exempt, please furnish tax resale number.

Cost w/Tax: \$8,121.00

\* Options:

- 1.) Surface patch - Surface patch approx. 300 sq. ft. using hot 3/8" 6.0% asphalt. Roll and compact to existing grade using steel wheel roller. Cost w/Tax: \$1,216.00
- 2.) Sealcoat - Power clean approx 8,200 sq. ft. Apply 1 coat of Poly-Kote TA1000 oil emulsion seal coating material to approx. 8,200 sq. ft. Sealer to be applied using squeegees and brooms. Spray-on sealers are normally too thin for long-lasting protection. Cost w/Tax: \$1,118.00

Cost w/Tax: \$2,334.00

Special Note: Due to Arizona soil conditions and earth movement, surface cracks may occur in your asphalt, which is no reflection on the quality of workmanship by American Asphalt.

All of the above work to be completed for the sum of:

Eight Thousand One Hundred and Twenty One Dollars Dollars \$ 8,121.00

Terms of payment shall be as follows:  Upon Completion  Other Arrangements  Progress  Initials

Respectfully Submitted by:

Signed Henry Laborin 

This Proposal May be Voided if Not Accepted Within 30 Days

### Customer's Acceptance

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal for which, I We (circle one) agree to pay the amount mentioned in said proposal and in accordance with the terms thereof.

### Accepted & Authorized By

Date \_\_\_\_\_, 20\_\_\_\_ Signed X \_\_\_\_\_

Please see terms & conditions on back.

(7) acb2



**American Asphalt Paving & Sealcoating, Inc.**  
642 N. 17th Avenue • Phoenix, AZ 85007-2235  
Phone: (602) 256-7376 • Fax (602) 256-7342

Lic # A-05 109709 Comm.  
Lic # AE 155730 Comm.  
Lic # C-13 105759 Res.  
www.amasphalt.com

**BID #** D7665

**Proposal & Contract**

**Page 2 of 2**

Name **Elias Yomtonbian** Date **4/17/2014**  
Address \_\_\_\_\_  
Business **F&R Glendale Plaza | Properties I** Address **eliasyom@gmail.com**  
Job Address **F&R Glendale Plaza I - BACK -- 6550 W. Glendale Ave., Glendale, AZ**  
Cell Phone \_\_\_\_\_ Bus. Phone **(310) 384-1157** FAX \_\_\_\_\_

The undersigned agrees to furnish and provide necessary labor, materials, tools, implements and appliances, to perform and complete in a good professional manner the following:

- \* Standard Terms and Conditions on reverse side.
- \* All scheduling contingent upon mutual agreement of American Asphalt Paving & Sealcoating, Inc. and General Contractor.
- \* Proposal is valid for 30 days.
- \* Due to uncertain petroleum market all material pricing is good as noted and until 06/30/2014, all contracts we enter into, including this proposal, will require a clause to cover increases in asphalt and seal oil material.
- \* American Asphalt is not responsible for notification, nor for removal of vehicles and property from work area.

\*\* Exclusions: Sales Tax, Bonds, Permits, Engineering, Survey, As-builts, Testing, Inspection, Traffic Control, Wet-Based Stabilization, Excavation, Utility Removal or Relocation, Concrete or Pipe Work, SWMP Erosion Control, Drywell, Certified Payroll, and any Special Insurance Requirements-e.g. Completed Operations Insurance Coverage. \*\*

Special Note: Due to Arizona soil conditions and earth movement, surface cracks may occur in your asphalt, which is no reflection on the quality of workmanship by American Asphalt.

All of the above work to be completed for the sum of:

**Eight Thousand One Hundred and Twenty One Dollars** Dollars \$ **8,121.00**

Terms of payment shall be as follows:  Upon Completion  Other Arrangements  Progress  Initials

Respectfully Submitted by:

**Henry Laborin**

Signed \_\_\_\_\_

**This Proposal May be Voided if Not Accepted**

**Within 30 Days**

**Customer's Acceptance**

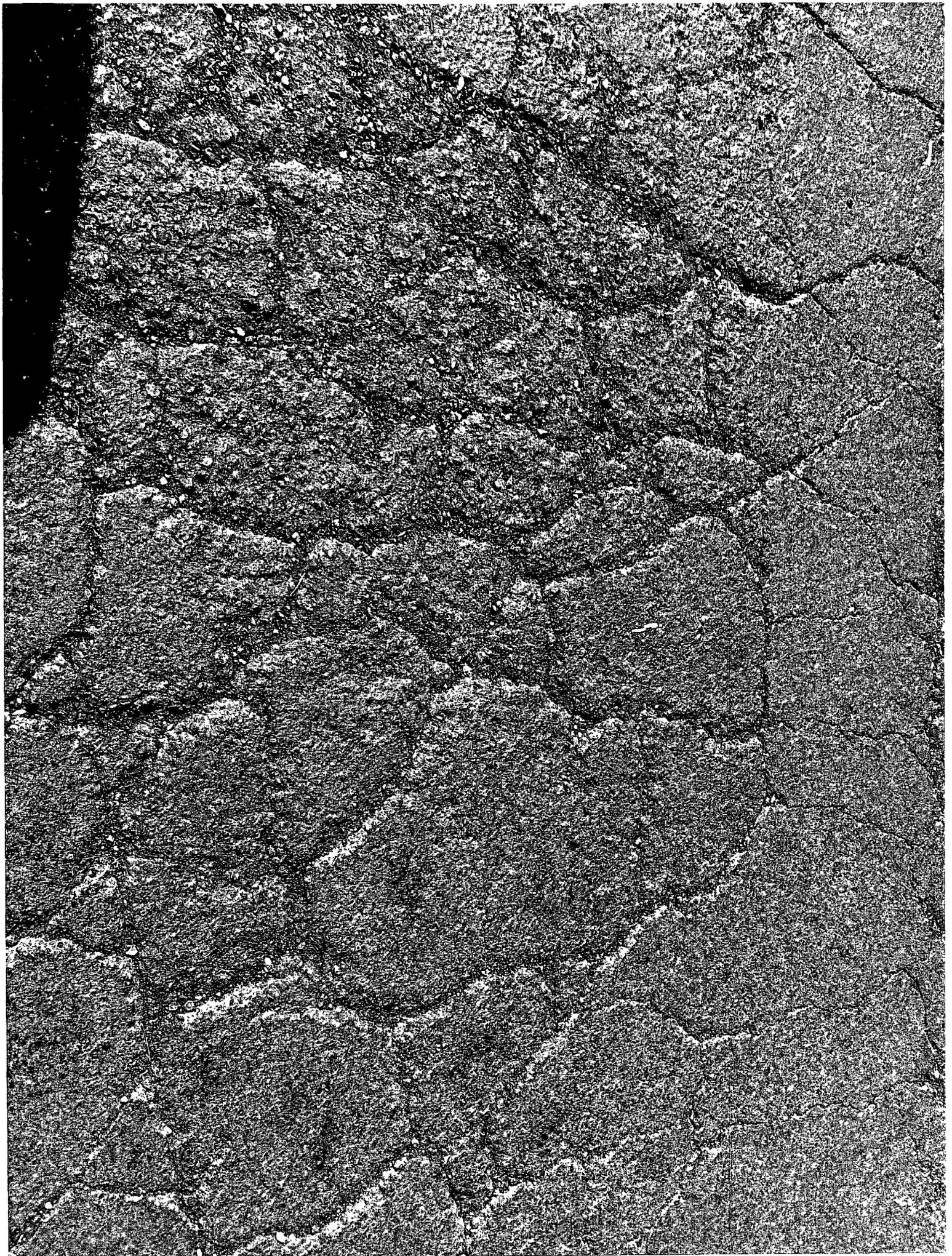
You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal for which,  We (circle one) agree to pay the amount mentioned in said proposal and in accordance with the terms thereof.

**Accepted & Authorized By**

Date \_\_\_\_\_, 20\_\_\_\_ Signed X \_\_\_\_\_

Please see terms & conditions on back.





**VISUAL IMPROVEMENT PROGRAM (VIP)**

**SERVICES AGREEMENT**

This Agreement is made and entered into on the 1<sup>st</sup> day of May, 2014 by and between the **F & R GLENDALE PLAZA I PROPERTIES, LLC. (6550 W GLENDALE AVE)** (hereinafter "Owner") and **FEMCON INC.** (hereinafter "Contractor").

For and in consideration of the terms, covenants and conditions set forth herein, the parties hereby agree as follows:

**SECTION I - SERVICES OF THE CONTRACTOR**

The OWNER engages the CONTRACTOR, as an independent contractor and not as an employee or agent of Association or the City of Glendale, to furnish any and all required labor, materials, construction equipment, transportation and services for the following described project:

**AS PER APPROVED PLANS, DETAILS AND SPECIFICATIONS AND/OR THE SCOPE OF WORK ATTACHED HERE TO AS "EXHIBITS A, B, C"**

In the event of a conflict between the terms of this Agreement and the terms of any exhibits attached hereto, the parties agree the terms of this Agreement shall prevail and the conflicting terms in any exhibit shall have no effect.

Contractor warrants that all work performed in accordance with this Agreement shall be fit for its intended purpose and shall be done in a reasonable and workmanlike manner, and that all materials provided for the Project shall be free of defects. All work performed by, or on behalf of, Contractor, and all materials supplied for the Project by whatever source, shall be warranted by Contractor for a period of one (1) year, from the date of acceptance by Owner, against defects.

**SECTION II - PERIOD OF SERVICE**

- A. The CONTRACTOR shall complete all services as described in Section I **within 30** calendar days of the signing of this agreement. In the event delays are experienced beyond the control of the CONTRACTOR, the schedule may be revised as mutually agreed upon by the OWNER and the CONTRACTOR.
- B. For each and every day that the work shall remain incomplete after the time specified for completion of the work described in Section I, or as adjusted for delays beyond the control of the Contractor or its subcontractors, suppliers or employees, the sum of **Fifty Dollars (\$50.00)** per calendar day may be deducted from monies due, or to become due, to the Contractor, not as a forfeit or penalty, but as liquidated damages. This sum is fixed and agreed upon between the parties because the actual loss to the Association caused by delay in completion will be impractical and extremely difficult to ascertain and determine.

- C. Neither party shall be liable to the other party nor be deemed in default under this Agreement if and to the extent that such party's performance of this Agreement is prevented due to reason(s) beyond the control of the party affected and occurs without that party's fault or negligence. Without limiting the foregoing, the following shall be considered acts beyond the control of the party: Acts of God; acts of public enemy; war; riots; labor disputes; civil disorder; fire; floods; and, failures or refusals to act by government authorities.

### **SECTION III - CONTRACTOR'S COMPENSATION**

- A. As set forth in "EXHIBIT E," total compensation for the services performed by Contractor in accordance with Section I shall be the sum of **\$ Six Thousand Three Hundred Sixty Dollars & 00/100 (\$6,360.00)**, unless otherwise agreed to by the Owner/City in writing.
- B. CONTRACTOR shall be paid a **(1) time sum** upon final completion & final inspection. However, prior to final inspection and approval of the work by the Owner and the City, the Contractor shall provide all required lien releases.
- C. The Owner, with the approval of City, at its discretion may, by written notification, waive the above limitations.
- D. Any alteration or deviation from the approved work set forth in Section I will be performed only upon written order signed by both the Owner and the City, and the costs for such extra work shall be based upon prior agreement of the parties. City shall not be liable for any amounts in excess of the contract amount set forth in Section III.A. unless the City expressly, in writing, assumes such responsibility.

### **SECTION IV – LIEN RELEASES**

Prior to being entitled to final payment for the work performed pursuant to this Agreement, Contractor shall provide to the Owner, lien releases, from all subcontractors and material suppliers who provided labor or materials for the Project.

### **SECTION V - INSURANCE**

Without limiting any of its obligations or liabilities, the CONTRACTOR, at its own 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 reasonably satisfactory to the City. Each insurer shall have a current A.M. Best Company, Inc. rating of not less than A-

## A. General Clauses

1. **Additional Insured.** The insurance coverage, except Workers' Compensation, required by this contract, shall name the OWNER, and their agents, representatives, directors, officials, employees, and officers, as additional insured's, and shall specify that insurance afforded the CONTRACTOR shall be primary insurance, and that any insurance coverage carried by the OWNER or their employees shall be excess coverage, and not contributory coverage to that provided by the CONTRACTOR.
2. **Coverage Term.** All insurance required herein shall be maintained in full force and effect until Services required to be performed under the terms of the Contract are satisfactorily completed and formally accepted; failure to do so may constitute a material breach of this Contract, at the sole discretion of the OWNER.
3. **Primary Coverage.** The Contractor's insurance shall be primary insurance as respects OWNER and any insurance or self insurance maintained by OWNER shall be excess of the CONTRACTOR'S insurance and shall not contribute to it.
4. **Deductible/Retention.** The policies may provide coverage which contain deductibles or self-insured's retentions. Such deductible and/or self-insured's retentions shall not exceed \$10,000. The CONTRACTOR shall be solely responsible for deductible and/or self-insured retentions and the OWNER may require the CONTRACTOR to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
5. **Certificates of Insurance.** Prior to commencing services under this Contract, CONTRACTOR shall furnish OWNER with Certificates of Insurance, or formal endorsements as required by the Contract, issued by CONTRACTOR'S insurer(s), as evidence that policies providing the required coverage's, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract 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 **Attn: Buz Essel, Community Revitalization Dept, 5850 W Glendale Ave, Suite 107, Glendale, AZ 85301**

## B. Workers' Compensation

The CONTRACTOR shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of CONTRACTOR employees engaged in the performance of the 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 case services are subcontracted, the CONTRACTOR will require the subcontractor to provide Workers' 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 limit for bodily injury and property damages of not less than \$1,000,000, each occurrence 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 CA 0001 1/87 or any replacements thereof).

**D. Commercial General Liability**

Commercial General Liability insurance with unimpaired limit of **not less than \$1,000,000 for each occurrence**. The policy shall include coverage for bodily injury, property damage, personal injury, products and blanket contractual covering, 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 CG 0001 1-11-88 or any replacement thereof. The certificate of insurance for the Commercial General Liability insurance policy shall expressly cover CONTRACTOR'S obligation of indemnification required in Section VIII of this agreement. A general liability insurance policy may not be written on a "claims made" basis.

**SECTION VI - CONFLICT OF INTEREST**

The CONTRACTOR agrees to disclose any financial or economic interest with the Project property, or any property affected by the Project, existing prior to the execution of this Contract. Further, the CONTRACTOR agrees to disclose any financial or economic interest with the Project property, or any property affected by the Project, if the CONTRACTOR gains such interest during the course of this Contract. If the CONTRACTOR gains financial or economic interest in the Project during the course of this Contract, this may be grounds for terminating this Contract. Any decision to terminate the Contract shall be at the sole discretion of the OWNER.

The CONTRACTOR shall not engage the services on this CONTRACT of any present or former employee of the City or Association who was involved as a decision maker in the selection or approval processes, or who negotiated and/or approved billings or contract modifications for this CONTRACT.

## **SECTION VII - INDEMNIFICATION**

The CONTRACTOR agrees to indemnify, defend and hold harmless the **THE CITY OF GLENDALE** (including their officers, agents and employees), from all suits (including attorney's fees and costs of litigation), actions, loss, damage, expense, costs or claims, of any character or any nature, caused by, arising out of, or alleged to arise out of, any negligent act, omission or work done by CONTRACTOR (and its employees, subcontractors and suppliers) in fulfillment of the terms of this contract or on account of any negligent act, omission, claim or amount giving rise to a recovery under Workmen's Compensation Law, or arising out of the failure of the CONTRACTOR (and its employees, subcontractors or suppliers) to conform to applicable and appropriate statutes, ordinances, regulations, law, court decree or professional standards. It is the intent of the parties to this contract that the City shall be indemnified, defended and held harmless by CONTRACTOR even if the City inspected, accepted or approved the CONTRACTOR'S work or work product and failed to discover or detect, for any reason, a negligent act, omission or error by Contractor in such work or work product. It is the intent of the parties that the City will be indemnified, defended or held harmless by CONTRACTOR in all instances except if personal injury or property damage was due to the sole negligence of the Association or the City. It is agreed that, in those situations where CONTRACTOR is obligated to indemnify, defend and hold harmless the City, the CONTRACTOR will be responsible for primary loss investigation, defense and judgment costs. In all other situations, each party will be responsible for its own primary loss investigation, defense and judgment costs.

## **SECTION VIII - TERMINATION**

If the Contractor discontinues working on the project and fails to resume the work within a period of five (5) calendar days after receiving written notice to do so, the Owner may, in addition to assessing liquidated damages as provided for in this Agreement, and without violating the contract, take the prosecution of the work out of the hands of the Contractor and contract with another contractor to complete the work. The Owner may appropriate or use any and all materials and equipment on the ground as may be suitable and acceptable for the completion of the work. All costs and charges incurred by the Owner, together with the costs of completing the work required under this Agreement, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the Agreement, the Contractor shall be liable and pay to the Owner the additional amounts.

This Agreement is subject to the provisions of A.R.S. Section 38-511 and may be canceled, without penalty or further obligation, by Owner if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the Owner is, at any time while the agreement or any extension of the agreement is in effect, an employee, Contractor or agent of CONTRACTOR in any capacity with respect to the subject matter of the agreement.

**SECTION IX - SPECIAL PROVISIONS**

The Contractor shall comply with all applicable Federal, State, and local laws and ordinances at the time the the work is commenced and will not discriminate against any person on the basis of race, color, or national origin in the performance of this Contract, and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, P.L. 88-354.

The Contractor further agrees to insert 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 of this Contract.

This Contract shall be in full force and effect only when the OWNER has approved it and when executed by the duly authorized official of the Owner, and the duly authorized agent of the Contractor. Executed on the first date written above.

CONTRACTOR: FEMCON INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

OWNER: F & R GLENDALE PLAZA 1 PROPERTIES LLC.  
6550 W GLENDALE AVE

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

VISUAL IMPROVEMENT PROGRAM

BID PROPOSAL

From: Fernco Inc. (Bidder)

To: ELIAS YOMTOUBIAN (Owner)

The undersigned has familiarized himself with the proposed rehabilitation work to be performed on the Owner's property, located at:

**Address: 6550 W GLENDALE AVE**

as described in the Specifications, Plans, General Conditions, DAVIS BACON Wage Decision and other pertinent documents. After examining existing conditions at the job site affecting the cost of work, the following bid is submitted:

**COMMERCIAL STRIP MALL PAINTING**

**AMOUNT**     \$ 6,360.00

The undersigned agrees to commence work within **Thirty (30) days** and to **complete the work within Fourteen (14) days** thereafter, unless modified by change order.

In the event the undersigned is the successful bidder, he agrees to comply with all conditions and requirements of the bid and contract documents and, upon request, to submit additional information regarding his qualifications and financial ability to satisfactorily complete the work and to furnish, simultaneously with the execution of the contract, Certificates of Insurance showing coverage of the contractor and all subcontractors for the protection of the Owner and workers.

The bidder understands that a written/verbal "**Notice of Contract Award**", will be delivered to the successful bidder within **thirty (30) days** following contract award. If such notice is not received within the prescribed time period, the contractor has the option of withdrawing his bid.

The name, license number, and classification of the person in the Bidder's organization who is licensed as a Contractor pursuant to Chapter 10, Title 32 of the Arizona Revised Statutes is as follows:

AZROC B01 #107322

Name Douglas W. Pajot

Signature 

Date 6/13/14

Accepted / Received, signed + acknowledged

**GLENDALE VIP PROGRAM**

**PROJECT: F & R GLENDALE PLAZA PROPERTIES  
(YOMTOUBIAN)**

**6650 W GLENDALE AVE  
6430-6440 W GLENDALE AVE  
GLENDALE, AZ 85301**

**SPECIFICATIONS**

**PAINTING:**

1. Scrape all loose and chipping paint.
2. Power wash entire exterior of building. Neatly caulk all intersections of siding/masonry block/stucco @ windows and doors and other dissimilar materials.
3. Prepare and paint all exterior siding/masonry block /stucco and trim on all buildings, as determined by building construction. Paint all exposed wall surfaces with manufacturers recommended sealer.
4. Prime all bare wood surfaces with primer recommended for those surfaces.
5. Painting shall include all doors, trim, all marque signs and any other attachments that are part of the main building.

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6. Paint shall be manufactured by DUNN-EDWARDS.
7. Contractor to protect all adjacent surfaces and neighboring properties at all times from overspray, drips and other painting materials. Runs or sags are not acceptable.
8. Paint shall be 100% ACRYLIC, FLAT. Apply 2-3 coats.
9. Exterior may be (2) tone, body color and trim color. Colors selected by property owner.
10. All Bids will include labor, equipment, materials, site cleanup, dump fees, sales tax & permit fees (if applicable).
11. Davis Bacon Wage determination requirements will apply.

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*DUE*

**City of Glendale  
Community Revitalization  
VISUAL IMPROVEMENT PROGRAM (VIP)**

**ADDENDUM #1**

**DATE: 6/5/14**

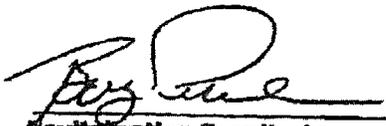
**PROJECT: ELIAS YONTOUBIAN - STRIP MALLS  
ADDRESS: 6430-6440 W GLENDALE AVE &  
6550 W GLENDALE AVE  
GLENDALE, AZ 85302**

**THE CONTRACTOR SHALL MAKE THE FOLLOWING CHANGES TO THE WORK WRITE-UP AND  
SPECIFICATIONS DATED: 5/30/14**

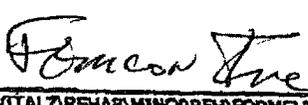
602  
104291

**CLARIFICATION:**

- 1. Due to the close proximity (13"), between the 2 proposed strip mall buildings, the painting contractor will make all effort to paint a minimum of 5' in along the sides and down from the top of the buildings.**

  
\_\_\_\_\_  
Revitalization Coordinator

6/5/14  
Date:

  6/13/14  
N:\REVITAL\REHAB\MINORREH\FORMS\ADDN.DOC

>

General Decision Number: AZ140032 04/25/2014 AZ32

Superseded General Decision Number: AZ20130032

State: Arizona

Construction Type: Building

County: Maricopa County in Arizona.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	01/03/2014
1	01/17/2014
2	02/14/2014
3	04/04/2014
4	04/25/2014

ASBE0073-002 08/01/2013

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 37.96	13.17

BOIL0627-001 01/01/2013

	Rates	Fringes
BOILERMAKER.....	\$ 32.51	26.16

BRAZ0003-009 07/01/2013

	Rates	Fringes
BRICKLAYER.....	\$ 22.83	6.37

CARP0408-009 09/30/2013

	Rates	Fringes
CARPENTER (Excludes Acoustical Ceiling Installation, Drywall Finishing/Taping, Drywall Hanging, Form Work, and Metal Stud Installation).....	\$ 23.75	9.24

CARP1327-001 01/01/2014

	Rates	Fringes
CARPENTER (Drywall Hanging Only).....	\$ 19.75	6.46

-----  
 ELECO640-005 09/01/2012

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring; Excludes Installation of Alarms and Sound and Communication Systems).....	\$ 25.64	3%+7.71

-----  
 ENGI0428-012 07/29/2013

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
(1) Oiler.....	\$ 20.99	9.34
(2) Crane under 15 tons.....	\$ 24.26	9.34
(3) Crane, 15 tons to 100 tons, Tower Crane.....	\$ 25.34	9.34
(4) Crane, 100 tons and over.....	\$ 26.37	9.34

-----  
 IRON0075-011 01/01/2014

	Rates	Fringes
IRONWORKER, STRUCTURAL AND ORNAMENTAL.....	\$ 26.52	21.02
Zone 1: 0 to 50 miles from City Hall in Phoenix or Tucson		
Zone 2: 050 to 100 miles - Add \$4.00		
Zone 3: 100 to 150 miles - Add \$5.00		
Zone 4: 150 miles & over - Add \$6.50		

-----  
 LABO0383-005 11/01/2013

	Rates	Fringes
LABORER (MASON TENDER-BRICK).....	\$ 18.63	4.35

-----  
 PAIN0086-006 04/01/2013

	Rates	Fringes
DRYWALL FINISHER/TAPER		
ZONE A.....	\$ 19.00	5.03
ZONE B.....	\$ 22.50	5.03

ZONE PAY:

ZONE A: Free Zone: A distance of 0 to 100 miles from the old Phoenix courthouse.

ZONE B: A distance of 101 miles and over from the old Phoenix courthouse: \$3.50 per hour over ZONE A

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 \* PLAS0394-001 07/01/2013

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 22.84	8.57
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PLUM0469-002 07/01/2013		
	Rates	Fringes
PLUMBER/PIPEFITTER		
Cononino, Maricopa, and		
Yuma.....	\$ 33.55	17.05
Pima.....	\$ 30.30	16.15
-----		
SFAZ0669-001 07/01/2013		
	Rates	Fringes
SPRINKLER FITTER (Fire		
Sprinklers).....	\$ 30.12	19.47
-----		
SHEE0359-002 07/01/2013		
	Rates	Fringes
SHEET METAL WORKER: (HVAC		
Duct Installation Only)		
Zone 1.....	\$ 30.42	14.99
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SUAZ2012-020 05/30/2012		
	Rates	Fringes
ACOUSTICAL CEILING MECHANIC.....	\$ 21.14	3.14
CARPENTER (Form Work Only).....	\$ 19.67	5.45
CARPENTER (Metal Stud		
Installation).....	\$ 16.23	0.00
CAULKER.....	\$ 16.01	0.00
ELECTRICIAN (Alarm		
Installation).....	\$ 18.31	4.68
ELECTRICIAN (Installation of		
Sound and Communication		
Systems).....	\$ 17.20	2.87
FIREPROOFER.....	\$ 15.00	0.00
GLAZIER.....	\$ 18.67	1.44
INSTALLER - SIGN.....	\$ 19.16	3.58
INSULATOR - BATT.....	\$ 11.96	3.06
IRONWORKER, REINFORCING.....	\$ 14.92	0.00
LABORER: Asphalt Raker.....	\$ 15.18	1.30

LABORER: Common or General.....	\$ 13.80	2.24
LABORER: Concrete Saw (Hand Held/Walk Behind).....	\$ 21.00	7.37
LABORER: Fence Erection.....	\$ 19.73	0.00
LABORER: Landscape & Irrigation.....	\$ 11.33	0.43
LABORER: Mason Tender - Cement/Concrete.....	\$ 15.24	3.90
LABORER: Pipelayer.....	\$ 15.10	0.85
LABORER: Plaster Tender.....	\$ 12.00	0.00
LABORER: Power Tool Operator....	\$ 14.85	4.20
LATHER.....	\$ 16.15	0.00
MASON - STONE.....	\$ 18.48	0.82
MILLWRIGHT.....	\$ 20.00	2.87
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 19.20	2.47
OPERATOR: Bulldozer.....	\$ 21.12	6.14
OPERATOR: Drill Rig Caissons....	\$ 19.06	2.39
OPERATOR: Drill.....	\$ 19.16	0.00
OPERATOR: Forklift.....	\$ 17.36	0.00
OPERATOR: Grader/Blade.....	\$ 21.00	7.07
OPERATOR: Loader (Front End)....	\$ 18.55	0.95
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 21.09	3.96
OPERATOR: Roller.....	\$ 25.00	0.00
OPERATOR: Scraper.....	\$ 21.41	0.00
OPERATOR: Screed.....	\$ 22.17	4.42
OPERATOR: Trencher.....	\$ 15.01	0.58
PAINTER: Brush, Roller, Spray and Steel.....	\$ 16.53	2.63
PLASTERER.....	\$ 16.71	0.00
ROOFER, Includes Waterproofing, and Installation of Metal Roofs.....	\$ 16.71	1.67

SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 18.85	2.79
TERRAZZO WORKER/SETTER.....	\$ 21.13	0.00
TILE FINISHER.....	\$ 12.50	0.00
TILE SETTER.....	\$ 15.00	0.00
TRUCK DRIVER: Dump Trucks.....	\$ 15.55	1.42
TRUCK DRIVER: Pickup Truck.....	\$ 11.00	0.87
TRUCK DRIVER: Water Truck.....	\$ 17.72	4.21
TRUCKDRIVER: 3 and 4 Axle.....	\$ 19.29	1.36

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

#### Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the

rates.

0000/9999: weighted union wage rates will be published annually each January.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



**EXHIBIT V**  
**FEDERAL REQUIREMENTS**

<b>Laws and Regulations</b>
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NOTE: The term "agency(ies)" refers to "Applicant(s)"

**1. Applicability of Uniform Administrative Requirements.**

- 1.1 Agencies that are governmental entities (including public agencies) will comply with the requirements and standards of OMB Circular A-87, "Cost Principles for State, Local and Indian tribal Governments;" OMB Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations" (implemented at 24 CFR Part 44); and with the following Sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments":
- a. Section 85.3, "Definitions."
  - b. Section 85.6, "Additions and exceptions."
  - c. Section 85.12, "Special grant or subgrant conditions for 'high-risk' grantees."
  - d. Section 85.20, "Standards for financial management systems," except paragraph (a).
  - e. Section 85.21, "Payment," except as modified by Section 570.513.
  - f. Section 85.22, "Allowable costs "
  - g. Section 85.26, "Non-Federal audit."
  - h. Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds will be Program Income.
  - i. Section 85.33, "Supplies."
  - j. Section 85.34, "Copyrights."
  - k. Section 85.35, "Subawards to debarred and suspended parties."
  - l. Section 85.36, "Procurement," except paragraph (a).
  - m. Section 85.37, "Subgrants."
  - n. Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d), and paragraph (f).
  - o. Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e).
  - p. Section 85.42, "Retention and access requirements for records," except that the period will be four years
  - q. Section 85.43, "Enforcement."
  - r. Section 85.44, "Termination for convenience."
  - s. Section 85.51, "Later disallowances and adjustments."
  - t. Section 85.52, "Collection of amounts due."

1.2 Agencies, except Agencies that are governmental entities, will comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations," or OMB Circular No. A-21, "Cost Principles for Educational Institutions," as applicable, and OMB Circular No. A-133, "Audits of States, Local Governments, and Nonprofit Organizations" (as set forth in 24 CFR part 45) Audits will be conducted annually. Such Agencies will also comply with the following provisions of the Uniform Administrative requirements of OMB Circular No. A-110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Nonprofit Organizations") or the related CDBG provision, as specified in this paragraph.

- a Subpart A -- "General";
- b Subpart B -- "Pre-Award Requirements," except for § 84.12, "Forms for Applying for Federal Assistance";
- c Subpart C -- "Post-Award Requirements," except for.
  - (1) Section 84.22, "Payment." Grantees will follow the standards of § 85.20(b)(7) and 85.21 in making payments to Agencies;
    - (a) Section 84.23, "Cost sharing and matching";
    - (b) Section 84.24, "Program income" In lieu of § 84.24, CDBG Agencies will follow § 570.504;
    - (c) Section 84.25, "Revision of budget and program plans";
    - (d) Section 84.32, "Real property" In lieu of § 84.32, CDBG Agencies will follow § 570.505;
    - (e) Section 84.34(g), "Equipment." In lieu of the disposition provisions of § 84.34(g), the following applies:
      - (i) In all cases in which equipment is sold, the proceeds will be Program Income (prorated to reflect the extent to which CDBG funds were used to acquire the Program Income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment), and
      - (ii) Equipment not needed by the Agency for CDBG activities will be transferred to the recipient for the CDBG program or will be retained after activities will be transferred to the recipient for the CDBG program or will be retained after compensating the recipient.
  - (f) Section 84.51(b), (c), (d), (e), (f), (g), and (h), "Monitoring and reporting program performance";
  - (g) Section 84.52, "Financial reporting";
  - (h) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions.
    - (i) The retention period referenced in § 84.53(b) pertaining to individual CDBG activities will be four years; and
    - (ii) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR § 91.520, in which the specific

annual performance and evaluation report, as prescribed in 24 CFR § 91.520, in which the specific activity is reported on for the final time rather than from the 24 CFR § 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award; expenditure report for the award.

(iii) Section 84.61, "Termination." In lieu of the provisions of § 84.61 CDBG Agencies will comply with § 570.503(b)(7)

d. Subpart D -- "After-the-Award Requirements," except for § 84.71, "Closeout procedures "

## 2. Equal Opportunity.

- 2.1 The Agency agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the HUD regulations under 24 CFR Part 1, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance by way of grant, loan, or contract and will immediately take any measures necessary to effectuate this Contract. If any real property or structure thereof is provided or improved with the aid of Federal financial assistance extended to the Agency, this assurance will obligate the Agency, or in the case of any transfer of such property or structure is used for a purpose of which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
- 2.2 The Agency agrees to comply with Title VIII of the Civil Rights Act of 1968 (P.L. 90-284), as amended by the Fair Housing Amendments Act of 1988 (P.L. 100-430), and will administer all programs and activities relating to housing and community development in a manner to affirmatively further fair housing within Constitutional limitations throughout the United States.
- 2.3 The Agency agrees to comply with Section 109 of the Housing and Community Development Act of 1974 and 1977, as amended, and in conformance with all requirements imposed pursuant to the regulations of the Department of HUD (24 CFR Part 570.602) issued pursuant to that Section, and in accordance with Equal Opportunity obligations of that Section, no person in the United States will, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, any program or activity funded in whole or in part with the Community Development funds. Section 109 of the Act further provides that any prohibition against discrimination on the basis of age, under the Age Discrimination Act of 1975 (24 CFR Part 146), or with respect to an otherwise qualified handicapped person, as provided in Section 504 of the Rehabilitation Act of 1973 (24 CFR Part 8), will also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.
- 2.4 The Agency agrees to comply with Executive Order 11063 on equal opportunity in housing and related facilities owned or operated by the Federal Government or provided with Federal financial assistance.
- 2.5 The Agency agrees to comply with Executive Order 11246, as amended, requiring nondiscrimination and affirmative action to ensure nondiscrimination in employment by government contractors and subcontractors and under federally assisted construction contractors

- 2.6 The Agency agrees to comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, the HUD regulations issued pursuant thereto (24 CFR Part 135) as follows:
- a. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u), Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in or owned in substantial part by persons residing in the area of the project.
  - b. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
  - c. The contractor will send to each labor organization or representative or workers, with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advertising the said labor organization or workers' representative of his commitments under this Section 3 clause and will post copies of the notice in conspicuous places available to employees and applicants for employment or training.
  - d. The contractor will include this Section 3 clause to every subcontract for work in connection with the project and will, at the direction of the applicant or Community of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
  - e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of this Contract, will be a condition of the Federal financial assistance provided to the project.
3. **Subcontracting.** All work or services covered by this Contract, which is subcontracted by the Agency, will be specified by written contract and subject to all provisions of this Contract. All subcontracts must be approved by the City prior to execution.
4. **Interest of Certain Federal Officials.** No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit to arise from the same.
5. **Interest of Members, Officers or Employees of the Agency, Members of Local Governing Body, or Other Public Officials.** No member, officer, or employee of the Agency or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for 1 year thereafter, will have any interest, direct or

indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Contract.

6. **Hatch Act.** The Agency agrees to comply with all provisions of the Hatch Act and that no part of the program will involve political activities, nor will personnel employed in the administration of the program be engaged in activities in contravention of Title V, Chapter 15, of the United States Code.

7. **Labor Standards Provisions.** The Agency agrees to comply with 24 CFR § 570.603, "Labor Standards" published by HUD for Community Development Block Grants.

8. **Compliance with Environmental Requirements.** The Agency agrees to comply with any conditions resulting from the City's compliance with the provisions of the National Environmental Policy Act of 1969 and the other provisions of law specified at 24 CFR § 58.5 insofar as the provisions of such Act apply to activities set forth in the Statement of Work.

9. **Compliance with Flood Disaster Protection Act.**

9.1 This Contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). No portion of the assistance provided under this Contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in any area identified by the Secretary as having special flood hazards, which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201(d) of said Act, and the use of any assistance provided under this Contract for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program will be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

9.2 Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq, provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance required with respect to financial assistance for acquisition or construction purposes under Section 102(2) of Flood Disaster Protection Act of 1973. Such provisions will be required notwithstanding the fact that the construction of such land is not itself funded with assistance under this Contract.

10. **Compliance with Air and Water Acts.**

10.1 This Contract is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq; the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq; and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

10.2 In compliance with said regulations, the City will cause or require to be inserted in full in all contracts and subcontracts with respect to any nonexempt transaction thereunder funded with assistance provided under this Contract, the following requirements:

a. A stipulation by the contractor or subcontractor that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR § 15.20

b. Agreement by the contractor to comply with all the requirements of Section 114 of the Clear Air Act, as amended (42 U.S.C. 1857c-8), and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection,

monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder

- c. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the director, Office of Federal Activities EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA list of Violating Facilities.
- d. Agreement by the contractor that he will include or cause to be included the criteria and requirements in paragraphs (a) through (d) of this section in every nonexempt subcontract and requiring the contractor to take such action as the Government may direct as means of enforcing such provisions.
- e. In no event will any amount of the assistance provided under this Contract be utilized with respect to a facility that has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act

11. **Historic Preservation.** This Contract is subject to the requirements of P.L. 89-665, the Archaeological and Historic Preservation Act of 1974 (P.L. 93-291), Executive Order 11593, and the procedures prescribed by the Advisory Council on Historic Preservation in 36 CFR Part 800. The City must take into account the effect of a project on any district, site, building, structure, or object listed in or found by the Secretary of the Interior, pursuant to 35 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places, maintained by the National Park Service of the U. S. Department of the Interior, and must make every effort to eliminate or minimize any adverse effect on a historic property.
12. **Historic Barriers.** This Contract is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151) and its regulations. Every building or facility (other than a privately owned residential structure) designed, constructed, or altered with CDBG funds must comply with requirements of the "American Standards Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped."
13. **Lead-Based Paint.** This Contract is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.), and Lead-Based Paint Regulations (24 CFR Part 35 and 24 CFR § 570.608 and/or 92.335), and related amendments thereto. The use of lead-based paint is prohibited whenever federal funds are used directly or indirectly for the construction, rehabilitation, or modernization of residential structures. All federally assisted residential structures and related property constructed prior to 1978, Homebuyer Programs, Tenant-Based Rental Assistance, and Special-Needs Housing (acquisition), will comply with existing and new Lead-Based Paint Hazard Reduction Requirements, effective September 15, 2000. As the Grantor or Participating Jurisdiction, the City of Glendale shall be consulted regarding the Agency/Grantee's compliance status.
14. **Property Disposition.** Real or personal property purchased in whole or in part with CDBG funds shall not be disposed through sale, use, or location without the written permission of the City. The proceeds from the disposition of real property will be considered Program Income and subject to 24 CFR § 570 504(c).
15. **Lobbying.** Block Grant funds shall not be used for publicity or propaganda purposes designed to support or defeat legislation proposed by federal, state, or local governments.
16. **Acquisition/Relocation.** This Contract is subject to providing a certification that it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, implementing regulations at 49 CFR Part 24, and 24 CFR Part 511.14, which govern the acquisition of real property for the project and provision

of relocation assistance to persons displaced as a direct result of acquisition, rehabilitation, or demolition for the project.

17. **Section 504.** The Agency agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against the handicapped in any federally assisted program.
18. **Federal Fire Prevention and Control Act of 1992.** The Fire Administration Authorization Act of 1992 added a new Section 31 to the Federal Fire Prevention and Control Act of 1974. This Section requires that approved smoke detectors be installed in all houses assisted under the Community Development Block Grant Program. To comply with this requirement and locally adopted codes, Agency shall install smoke detectors in all sleeping areas and any hallway connecting these sleeping areas.

###

**ADDITIONAL FEDERAL REQUIREMENTS**  
**For Procurement, Disputes/Grievance Procedure, Right to Refuse Service**

**PROCUREMENT**

1. The Agency agrees to comply with federal procurement requirements and the City's procurement code for all expenditures of funds. Below is an overview of the procurement requirements.
  - 1.1 Purchases over \$50,000 must be publicly bid.
  - 1.2 Purchases between \$10,001 and \$50,000 must follow competitive purchasing procedures based on written quotations
  - 1.3 Purchases of \$5,000 to \$10,000, whenever practical, must be based on oral quotations, with file documentation of vendors contacted and quotations received.
  - 1.4 Purchases under \$5,000 do not require formal procurement.
  - 1.5 Expenditures for employee salaries or items such as client subsidies would not generally be subject to procurement requirements. (Such items do not generally constitute purchases.)
2. The Agency agrees to adopt a written procurement policy that, at a minimum, complies with the above procurement requirements, and to follow accounting procedures that will assure compliance with federal and city procurement codes.
3. The Agency further agrees to retain sufficient supporting documentation to demonstrate compliance with these requirements. Examples include, but are not limited, to the following:
  - 3.1 Copies of bid documents;
  - 3.2 Written quotations; and
  - 3.3 Evidence of oral quotations

**DISPUTES/GRIEVANCE PROCEDURE**

1. The Agency agrees to negotiate and resolve any disputes in the delivery of activities stated herein and will inform the City in writing of such negotiations and resolutions
2. In the event the issue is not resolved, the City will confer with all parties to understand the issue, if appropriate, offer guidance, and try and reach an amicable solution.
3. In the event the issue is not resolved, and with both parties agreeing, the City Mediation Program will be available to assist in resolving the dispute.

**RIGHT TO REFUSE SERVICE**

The City reserves the right to refuse, terminate, or suspend service or accounts to an individual, company, or agency, if the City believes that conduct or actions violate applicable law, is harmful to the interests of the City of Glendale and its affiliates, or meets the criteria covered under City's Right to Refuse Assistance Policy. Legal counsel will be consulted before such action is undertaken, unless an emergency.

## INSURANCE REQUIREMENTS

The Certificate of Insurance will contain the following information.

**Item One:**

- A. Commercial General Liability coverage with limits not less than \$1 million per occurrence, \$100,000 for property damage liability, and \$2 million aggregate.
- B. Unless a sole proprietorship, Agency shall carry Arizona Statutory Workers Compensation and Employers' Liability coverage

**Item Two:** City of Glendale will be named Certificate Holder.

**Item Three:** City of Glendale will be named as "additional insured."

**Item Four:** The Certificate of Insurance will provide a 30-day notice to the City of Glendale for cancellation, non-renewal, or material change and must be an "occurrence," not a "claims made" policy.

**Item Five:** General Requirement for the Insuring Company.

- A. The insurance company underwriting the policy will have a Best Rating of B++ or better. Please request that your insurance provider supply some form of verification of the best rating of B++ or better
- B. The insurance company underwriting the policy will **be licensed in the State of Arizona.**
- C. If the Certificate of Insurance contains a section page which notes: "Important, if the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)." Insurance Certificates containing this clause will not be accepted without an **"endorsement" stating, "the City of Glendale is included as an 'additional insured' on the policy."**

###

<b>CERTIFICATIONS</b>
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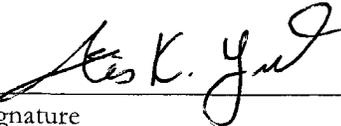
See attached Certifications:

1. Policy of Nondiscrimination on the Basis of Disability.
2. Section 319 of Public Law 101-121
3. Contracting with Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms.
4. Drug-Free Workplace

###

**POLICY OF NONDISCRIMINATION ON THE  
BASIS OF DISABILITY**

The undersigned representative agrees, on behalf of Client, to have or adopt a Policy of Nondiscrimination on the Basis of Disability. Such Policy will state that the Agency does not discriminate on the basis of disabled status in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

  
\_\_\_\_\_  
Signature

7-31-14  
\_\_\_\_\_  
Date

SECTION 319 OF PUBLIC LAW 101-121

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions
3. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements), and that all agencies will certify and disclose accordingly.

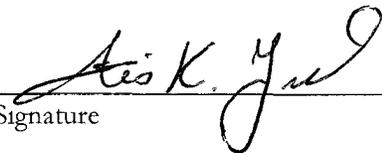
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

  
\_\_\_\_\_  
Signature

7-31-14  
\_\_\_\_\_  
Date

**CONTRACTING WITH SMALL AND MINORITY FIRMS,  
WOMEN'S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRMS**

1. It is a national policy to award a fair share of contracts to small and minority business firms. Accordingly, affirmative steps must be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction, and services. Affirmative steps will include the following:
  - 1.1 Qualified small and minority businesses on solicitation lists.
  - 1.2 Assuring that small and minority businesses are solicited whenever they are potential sources, and to the greatest extent possible that these businesses are located within the metropolitan area
  - 1.3 When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.
  - 1.4 Where the requirement permits, establish delivery schedules which will encourage participation by small minority businesses.
  - 1.5 Using the services and assistance of the Small Business Administration, and the Office of Minority Business Enterprises of the Department of Commerce and the Community Services Administration as required.
  - 1.6 If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in §§ 1.1 through 1.5. Grantees will take similar appropriate action in support of women's enterprises.
  - 1.7 To the greatest extent feasible, opportunities for training and employment will be given to low and moderate income persons residing within the metropolitan area.
2. The above-described equal opportunity requirements are obligations of the City of Glendale because federal funds are being utilized to finance the Project to which this Project pertains.
3. In executing any contract, the Agency agrees to comply with the requirements and to provide appropriate documentation at the request of the City.

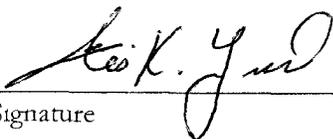
  
\_\_\_\_\_  
Signature

7-31-14  
\_\_\_\_\_  
Date

**DRUG-FREE WORKPLACE**

The Agency certifies that it will maintain a drug-free workplace in accordance with the requirements of 24 CFR Part 24, Subpart F by.

- 1 Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Agency's workplace and specifying the actions that will be taken against employees for violation of such prohibition
- 2 Establishing an ongoing drug-free awareness program to inform employees about:
  - 2.1 The dangers of drug abuse in the workplace;
  - 2.2 The Agency's policy of maintaining a drug-free workplace;
  - 2.3 Any available drug counseling, rehabilitation and employee assistance programs, and
  - 2.4 The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- 3 Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1
- 4 Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:
  - 4.1 Abide by the terms of the statement, and
  - 4.2 Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- 5 Notifying the City in writing, within ten calendar days after receiving notice under paragraph 4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice will include the identification number(s) of each affected grant
- 6 Taking one of the following actions, within 30 calendar days of receiving notice under paragraph 4.2, with respect to any employee who is so convicted:
  - 6.1 Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
  - 6.2 Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, local health requirements, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of the above-described paragraphs

  
Signature

7-31-14  
Date