

AGREEMENT WITH  
BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC (dba GCR Tires & Service)  
FOR  
Tire Services at Landfill/MRF

This Agreement for tire services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Bridgestone Americas Tire Operations, LLC, a Delaware limited liability company, authorized to do business in Arizona, and doing business in Arizona as GCR Tires & Service (the "Contractor"), as of the 23 day of September, 2014.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in Exhibit A, pursuant to Contract ADSP012-021289 with the State of Arizona (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.

1.2 Project Team.

a. Project Manager.

- (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
- (2) The City must approve the designated Project Manager; and
- (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.

b. Project Team.

- (1) The Project manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
- (2) Project Manager will have responsibility for and will supervise all other employees assigned to the project by Contractor.
- (3) Consultant will provide a Project Team to perform all work necessary to complete the Project.

- (4) Consultant certifies that members of the Project Team meet or exceed the level of competence that the City may reasonably expect of a person performing his or her assigned duties, and that he or she will not commit any acts or omissions detrimental to the development, implementation or completion of the Project.

d. Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

- a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- b. As provided in Attachment 1 hereto, Contractor has disclosed that its parent or affiliate Bridgestone Corporation of Japan was temporarily debarred and excluded from government contracting. This suspension or debarment did not apply to Bridgestone Americas Tire Operation or its U.S. parent company, Bridgestone Americas, Inc. Accordingly, Contractor certifies it has not been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment"). The Parties agree:
  - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
  - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

### 3.5 Work Product.

- a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
  - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
  - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
  - (1) City may reuse the Work Product at its sole discretion.
  - (2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
  - (3) In such case, City shall also remove any seal and title block from the Work Product.

## 4. **Compensation for the Project.**

- 4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$35,000.00, for the entire potential term (Initial Term and any renewals) of this Agreement as provided in Section 13 below, and as specifically detailed in Exhibit B (the "Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.
  - a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
  - b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

## 5. **Billings and Payment.**

### 5.1 Applications.

- a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
  - (1) Completed work generated by Contractor and its Sub-contractors; and
  - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Service and Repair furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. Conflict. Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. Insurance.

8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.

- b. General Liability.
- (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate for each property damage and contractual property damage.
  - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
  - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
  - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. Contractor and sub-contractor must, at all times relevant hereto, carry a workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor must provide not less than 30 days' advance written notice to City Representative of:
- (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
  - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
  - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. Certificates of Insurance.
- (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
  - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
  - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- g. Other Contractors or Vendors.
- (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
  - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).

- h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
  - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
  - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

- a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's or third party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.
- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

8.4 Contractor's Warranties. Contractor provides its standard warranties and limitations on its goods, products and services. Such standard warranties and limitations are contained in Attachment 2, and are specifically incorporated into and made an enforceable part of this Agreement.

9. Immigration Law Compliance.

- 9.1 Contractor, and on behalf of any 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.

- 9.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 9.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 9.1 above.
- 9.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with 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.
- 9.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any 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.
- 9.6 Contractor'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.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

**10. Notices.**

- 10.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
- a. The Notice is in writing; and
  - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and
  - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
    - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or
    - (2) As of the next business day after receipt, if received after 5:00 p.m.
  - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and
  - e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

10.2 Representatives.

- a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

Bridgestone Americas Tire Operations, LLC dba GCR Tires & Services  
c/o Marc Gagnon  
2815 N. 32<sup>nd</sup> Avenue  
Phoenix, AZ 85009

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale  
c/o Ernie Ruiz  
City of Glendale  
6210 W. Myrtle Avenue, Suite # 111  
Glendale, Arizona 85301  
623-930-4722

With required copy to:

City Manager  
City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301

City Attorney  
City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301

- c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

- d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

11. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

12. **Entire Agreement; Survival; Counterparts; Signatures.**

12.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies

the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

- 12.2 Interpretation.
- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
  - b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
  - c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.
- 12.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- 12.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.
- 12.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 12.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.
- 12.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
13. **Term.** The City is purchasing the service for tire services for City vehicles and equipment from Contractor pursuant to State of Arizona Contract ADSP012-021289. Under the State of Arizona Contract, purchases can be made by governmental entities for one year from the date of award, which was April 6, 2012, until the date the original contract term expired on May 30, 2013. The State subsequently renewed and extended the contract for a period of one year until September 30, 2014. The State Contract, by its terms may be extended by the mutual agreement of the parties, but may not be extended contract beyond May 30, 2017. The initial period of this Agreement is therefore is the period from the Effective Date of this Agreement until September 30, 2014. The City, however, may renew the term of this Agreement concurrent with any State Contract renewals, until the State of Arizona contract expires on May 30, 2017. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such a one-year renewal.
14. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.
15. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.
- |           |                    |
|-----------|--------------------|
| Exhibit A | Project            |
| Exhibit B | Compensation       |
| Exhibit C | Dispute Resolution |

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

City of Glendale,  
an Arizona municipal corporation



By: Brenda S. Fischer  
Its: City Manager

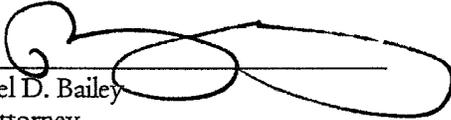
ATTEST:



Pam Hanna  
City Clerk

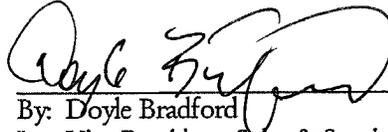
(SEAL)

APPROVED AS TO FORM:



Michael D. Bailey  
City Attorney

Bridgestone Americas Tire Operations, LLC  
dba GCR Tires & Services,  
a Delaware limited liability company



By: Doyle Bradford  
Its: Vice President, Sales & Services

**EXHIBIT A**  
**AGREEMENT WITH**  
**BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC (dba GCR Tires & Service)**  
**FOR**  
**Tire Services at Landfill/MRF**

In accordance with the terms and conditions of this Agreement and the State of Arizona Contract ADSP012-021289, the City is retaining GCR Tire Center, dba Bridgestone Americas Tire Operations, LLC, for tire services on City vehicles and equipment on an as needed basis.

**EXHIBIT B**  
**AGREEMENT WITH**  
**BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC (dba GCR Tires & Service)**  
**FOR**  
**Tire Services at Landfill/MRF**  
  
**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

Method of payment is provided in Paragraph 5 of the Agreement. The amount of compensation, tire services, is provided in State of Arizona Contract ADSPO12-021289 and attached hereto.

**NOT-TO-EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$35,000.00.

**DETAILED PROJECT COMPENSATION**

Tire services on City vehicles and equipment on an as needed basis.

State of Arizona - Master Blanket



**Master Blanket Purchase Order ADSP012-021289**

**Header Information**

<b>Purchase Order Number:</b>	ADSP012-021289	<b>Release Number:</b>	0	<b>Short Description:</b>	WSCA Tires, Tubes and Services PA
<b>Status:</b>	3PS - Sent	<b>Purchaser:</b>	Lori Sherill	<b>Receipt Method:</b>	Quantity
<b>Fiscal Year:</b>	2012	<b>PO Type:</b>	Blanket	<b>Minor Status:</b>	
<b>Organization:</b>	State of Arizona	<b>Location:</b>	STRGC - SPD Strategic	<b>Type Code:</b>	Statewide
<b>Department:</b>	ADSP0 - State Procurement Office	<b>Entered Date:</b>	04/06/2012 04:31:06 PM	<b>Control Code:</b>	
<b>Alternate ID:</b>	WSCA MPA MA210	<b>Retainage %:</b>	0.00%	<b>Discount %:</b>	0.00%
<b>Days ARO:</b>	0	<b>Release Type:</b>	Direct Release	<b>Pcard Enabled:</b>	Yes
<b>Print Dest Detail:</b>	If Different	<b>Tax Rate:</b>		<b>Actual Cost:</b>	\$0.00
<b>Catalog ID:</b>					
<b>Contact Instructions:</b>	Lori.Sherill@azdoa.gov or (602) 542-7144				

**Master Blanket/Contract End Date (Maximum):** 05/30/2017 09:24:00 AM

**Project No.:**  
**Building Code:**  
**Cost Code:**  
**Special Purchase Types:**  
**PIJ NUMBER:**  
**Coop Spend To Date:**

**Attachments:** PO Terms & Conditions, WSCA Solicitation Documents.zip, Arizona PA ADSP012-021289 Documents.zip, Attachment C Pricing Discounts and Service Pricing Bridgestone ADSP012-021289.doc, Change Order Summary 6 - ADSP012-021289-1.pdf, Certificate of Insurance, PRICING, AUTHORIZED DEALERS/SUPPLY POINT LIST

**Primary Vendor Information & PO Terms**

**Vendor:** 9000004775 - DIVISION OF BRIDGESTONE FIRESTONE NORTH AMERICAN T  
 Linda Alberstadt  
 535 Marriott Dr.  
 P O Box 140990  
 Nashville, TN 37214-0990  
 US  
 Email: abramroger@bfusa.com  
 Phone: (615)837-3693  
 FAX: (615)493-0152

**Payment Terms:** Net 30  
**Shipping Method:** Best Way  
**Shipping Terms:** F.O.B., Destination  
**Freight Terms:** Freight Prepaid

**PO Acknowledgements:** Document      **Notifications**      **Acknowledged Date/Time**

# State of Arizona - Master Blanket

Purchase Order Emailed to abramsroger@bfusa.com at 05/31/2012 11:14:35 AM

Change Order 3 Emailed to abramsroger@bfusa.com at 08/22/2012 11:41:43 AM

Change Order 6 Emailed to abramsroger@bfusa.com at 10/25/2013 04:41:23 PM

Change Order 1 Emailed to abramsroger@bfusa.com at 06/08/2012 01:19:37 PM

Change Order 2 Emailed to abramsroger@bfusa.com at 06/12/2012 01:48:58 PM

Change Order 4 Emailed to abramsroger@bfusa.com at 03/13/2013 11:04:13 AM

Change Order 5 Emailed to abramsroger@bfusa.com at 08/29/2013 08:44:04 AM

Change Order 7 Emailed to abramsroger@bfusa.com at 11/01/2013 02:31:19 PM

Change Order 8 Emailed to abramsroger@bfusa.com at 11/01/2013 02:33:30 PM

## Master Blanket/Contract Vendor Distributor List

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
<u>00000767</u>	18603607690	REDBURN TIRE CO	Email	Active
<u>000001794</u>	18602624050	PHOENIX TIRE INC	Email	Active
<u>000006749</u>		Reynolds Tire and Auto Center LLC	Email	Active
<u>000008266</u>	18602925610	W R RYAN CO	Email	Active
<u>000018524</u>	18608212280	Alex's Tires Inc	Email	Active
<u>000026840</u>	18803350670	GCR TIRE CENTER	Email	Active
<u>000034466</u>	12010459170	Revolution Tire LLC DBA Queen Creek Tire Pros	Email	Active
<u>000035615</u>	18609044380	Ed Whiteheads Tire	Email	Active
<u>9000004775</u>	13402204400	DIVISION OF BRIDGESTONE FIRESTONE NORTH AMERICAN T	Email	Active

## Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 05/31/2012 Master Blanket/Contract End Date: 09/30/2014

Cooperative Purchasing Allowed: Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	\$0.00	\$307,150.14	\$0.00

## Item Information

1-5 of 24  
1 2 3 4 5

Print Sequence # 1.0, Item # 1: Pursuit and Performance Tires - 20% off MPL

3PS - Sent

NIGP Code: 863-05  
Tires and Tubas, Passenger Vehicles

# ProcureAZ

## Vendor Profile - GCR TIRE CENTER

Organization Information    Address

### General Organization Information

**Vendor ID:** 000028840

**Status:** Active

**Incorporation Details - State:** TN

**Business Description:** TIRE SALES & SERVICE

**Vendor Fax:** 5208887210

**Emergency Supplier:** Yes

**Emergency Phone:** 5208886001

**Emergency Contact Name:** 24 HR ON CALL PERSONNEL

**Emergency Email:** russwilliams@gcrtires.com

**Emergency Info Comment:** GCR OFFERS 24/7 ROAD SERVICE

**Referenced Vendor:** No

**Alternate ID:** 18803350670

**Status Change Reason:**

**Year of Incorporation:** 65

**Preferred Delivery Method:** Email

**1099 Vendor:** No

**Company Name:** GCR TIRE CENTER

**Vendor Email:** russwilliams@gcrtires.com

Close Window

City of Glendale Landfill

Ernie Ruiz

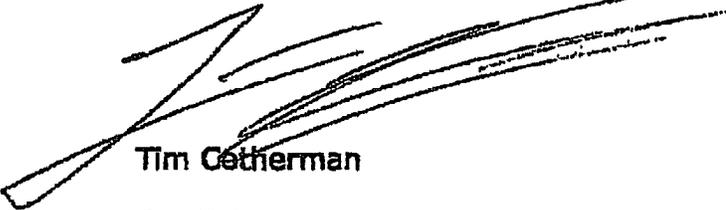


**TIRES & SERVICE**

**GCR Tires & Service**

Boom Service Rate (Otr)	\$110.00 per hr
Regular Service Rate	\$82.00 per hr
Orings	\$15.50
Valve stem	\$6.00 - \$13.15
Large Bore Caps	\$3.25
Large Bore Cores	\$3.50

( Otr stands for Off the road tires )



Tim Cetherman

Gcr Saleman

Cell (602) 725-8365

**EXHIBIT C**  
**AGREEMENT WITH**  
**BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC (dba GCR Tires & Service)**  
**FOR**  
**Tire Services at Landfill/MRF**  
  
**DISPUTE RESOLUTION**

**1. Disputes.**

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
  - a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
  - b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
  - c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

**2. Arbitration.**

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the parties may agree, in writing, that the Dispute will be decided by binding arbitration in accordance with Commercial Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
  - a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
  - b. The arbitrator selected must be an attorney with at least 10 years experience, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.
- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
- 2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.
3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.
4. **Exceptions.**
- 4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.
- 4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
- 4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.



**Bridgestone Americas Tire Operations, LLC**  
535 Marriott Drive, Nashville, TN 37214

**Attachment 1**

Date: July 22, 2014

Bridgestone Americas Tire Operations, LLC ("BATO") provides the following explanation in lieu of the representation made in Section 3.2(b) of the Agreement by and between BATO and the City of Glendale.

BATO is a wholly owned subsidiary of Bridgestone Americas, Inc. ("BSAM"). Bridgestone Corporation ("BSJ"), BSAM's ultimate parent and a Japanese corporation, entered into a criminal plea agreement on October 5, 2011 in the US District Court for the Southern District of Texas, Houston Division, relating to antitrust and Foreign Corrupt Practices Act violations occurring over five years ago. While BSJ was temporarily excluded from government contracting, on April 27, 2012, in accordance with FAR Subpart 9.4 and the Consolidated Appropriations Act of 2012, the Air Force Suspending and Debarring Official lifted the exclusion and determined that no further action was necessary to protect the interests of the government. BSJ is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

On February 13, 2014, the U.S. Department of Justice and BSJ, announced in separate news releases that BSJ had entered into a plea agreement, subject to court approval, with the U.S. Department of Justice. On April 30, 2014, the US District Court for the Northern District of Ohio accepted the plea agreement, and BSJ pled guilty to one count of violating Section 1 of the Sherman Act. The plea agreement and the guilty plea of Bridgestone Corporation do not involve BSAM, its subsidiaries, personnel or businesses, including BATO. We are notifying you in order to make clear that Bridgestone Americas has no responsibility for this situation. We will continue to update you as we become aware of any new developments. We will, of course, also let you know if any other notification requirements are triggered in the future. Please contact the Bridgestone Americas Law Department if you have any questions related to this matter.



Bridgestone Americas Tire Operations, LLC  
535 Marriott Drive  
Nashville, TN 37214

These standard Bridgestone warranties and limitations (the "BATO Warranties and Limitations") together with the agreement between Customer and Bridgestone Americas Tire Operations, LLC ("BATO") to which these BATO Warranties and Limitations are attached (collectively, the "Agreement") shall constitute the entire agreement between BATO and Customer and shall be incorporated and become an integral part of the Agreement. In the event of a conflict or inconsistency between anything else in the Agreement and the BATO Warranties and Limitations, the BATO Warranties and Limitations shall govern.

**PRODUCTS.** All new products ("Products") supplied by BATO are subject to manufacturer's standard limited warranties as in effect at the time of delivery. As the exclusive remedy for breach of this warranty, BATO, at its option, shall: (a) repair the Products, (b) replace the Products, or (c) refund the fees paid and attributable to the Products at issue for the then-current Period. Customer will make no set-off, without the written consent of BATO, for warranty claims or adjustments against any sum otherwise owing to BATO, but settlement of such claims and adjustments will be in accordance with BATO's warranty procedures then in effect. All warranty claims will be submitted to BATO in accordance with warranty claims procedures in effect at the time of claim, unless BATO notifies Customer otherwise.

**SERVICES.** BATO warrants that the services it provides ("Services") will be performed in a good workmanlike manner, with that standard of care, skill, and diligence normally provided by a similar professional in the performance of similar services in accordance with applicable specifications and industry standards. As the exclusive remedy for breach of this Services warranty, BATO, at its option, shall: (a) correct or re-perform any Service that is in breach of the warranties expressed herein or (b) refund the fees paid and attributable to the Services at issue.

**LIMITATIONS.** The warranties do not apply to any errors, problems, or defects in the Products or Services resulting from or caused by Customer or a third party on behalf of Customer, acts or omissions by Customer in violation of the terms of the Agreement and/or contrary to BATO's instructions, or modifications to the Products or Services not performed by BATO or its subcontractors. No claim based on the warranties set forth herein will be greater in amount than the payments paid for the Products and/or Services in respect of which damages are claimed, and BATO's liability will be limited to such amount. No suit or claim based on any cause of action, regardless of form (excluding suits or claims based on debts owing to BATO), arising out of or in any way connected with the Agreement, may be brought by either Customer or BATO (or any party claiming by, through, or under either of them) more than two (2) years after such cause of action accrued. **OTHER THAN THE WARRANTIES STATED IN THE AGREEMENT, BATO DOES NOT MAKE ANY AND EXPRESSLY DISCLAIMS ALL: 1) WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, 2) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING AND NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY NOR ITS PARENT, SUBSIDIARIES OR AFFILIATED ENTITIES, BE LIABLE FOR ANY INCIDENTAL, EXEMPLARY, SPECIAL, INDIRECT, CONTINGENT, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER ARISING OUT OF BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, WHETHER BASED IN AGREEMENT, WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE, OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION, LOSS OF ACTUAL OR ANTICIPATED PROFITS, REVENUES, OR BUSINESS, LOSS OF GOODWILL, LOSS OF USE OF PRODUCTS OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, FACILITIES, SUBSTITUTE PRODUCTS OR SERVICES, DOWNTIME, DELAY OR SLOWDOWN COSTS, SPOILAGE OF MATERIAL, OR FOR ANY OTHER TYPE OF ECONOMIC LOSS, DIRECT OR INDIRECT, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THESE OR ANY OTHER DAMAGES OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN.** All the limitations and disclaimers expressed herein shall apply to claims of Customer's customers or any third party asserted by Customer against BATO for indemnity or contribution as well as direct claims of Customer against BATO, provided that Customer may assert a claim against BATO to the extent a third party, other than Customer's customers, asserts such claims against Customer.

**FORCE MAJEURE.** BATO shall not be liable for any delay, damage or non-performance as a result of any cause or event beyond reasonable control of BATO, including act of God, act of Customer, labor disputes, compliance with government regulations, equipment failure, shortages or delays in transportation or raw materials, embargo or other war, riot, defaults of common carriers, inability to obtain labor, materials or manufacturing facilities, or delays in the performance of suppliers or subcontractors. Customer's exclusive remedy for BATO's inability to deliver for any reason set forth above shall be the right of rescission of the Agreement.



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
10/29/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Willis of Tennessee, Inc. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:		
		PHONE (A/C NO. EXT):	877-945-7378	FAX (A/C NO.): 888-467-2378
		E-MAIL ADDRESS:	certificates@willis.com	
		INSURER(S) AFFORDING COVERAGE		NAIC#
		INSURER A: Old Republic Insurance Company		24147-002
INSURED	Bridgestone Americas Tire Operations, LLC & Its Subsidiaries 535 Marriott Drive Nashville, TN 37214	INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

**COVERAGES**

CERTIFICATE NUMBER: 20632606

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDTL SUBR INSRD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y Y	MWZY60328	11/1/2013	11/1/2014	EACH OCCURRENCE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$ 2,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS-COMP/OP AGG	\$ Included
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		MNTB21933	6/1/2013	6/1/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					BODILY INJURY (Per person)	\$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>					BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	MWC11809200	12/28/2012	12/28/2013	WC STATU-TORY LIMITS	<input checked="" type="checkbox"/>
	DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Garagekeepers		MWTB 21933	6/1/2013	6/1/2014	\$1,000,000 Limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

Named Insured includes Replacement Tire Sales, U.S. &amp; Canada Consumer Tire Sales division.

The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees are included as Additional Insureds to the General Liability as respects the negligence of the insured, except as superseded by a written contract.

General Liability includes Garage Liability Coverage.

**CERTIFICATE HOLDER****CANCELLATION**

State of Arizona Attn: Brian Ball 100 N 15TH Ave Phoenix, AZ 85007	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Call: 4251966 Tpl: 1724846 Cert: 20632606 © 1988-2010 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: 236095

LOC#: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of Tennessee, Inc.		NAMED INSURED Bridgestone Americas Tire Operations, LLC & Its Subsidiaries 535 Marriott Drive Nashville, TN 37214	
POLICY NUMBER See First Page		EFFECTIVE DATE: See First Page	
CARRIER Old Republic Insurance Company	NAIC CODE 24147-002		
ADDITIONAL REMARKS			

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 ' FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

A Waiver of Subrogation applies to the General Liability policy as required by written contract.