

**REGULAR MEETING
AGENDA**

PURSUANT TO A.R.S. § 38-431.02, NOTICE IS HEREBY GIVEN TO THE MEMBERS OF THE FLORENCE TOWN COUNCIL AND TO THE GENERAL PUBLIC THAT THE FLORENCE TOWN COUNCIL WILL HOLD A MEETING OPEN TO THE PUBLIC ON MONDAY APRIL 20, 2015, AT 5:30 P.M., IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.

1. CALL TO ORDER

2. ROLL CALL: Rankin __, Walter __, Woolridge __, Hawkins __, Montaña __, Guilin __, Anderson __.

3. ADJOURN TO EXECUTIVE SESSION

An Executive Session will be held during the Council Meeting for legal matters pursuant to A.R.S. Section 38-431.03(A)(3) and (4) for the purpose of discussion and consultation with the Town's attorneys for legal advice and to consider the Town's position and instruct its attorneys in regard to a claim involving Johnson Utilities.

4. ADJOURNMENT FROM EXECUTIVE SESSION

5. MOMENT OF SILENCE

6. PLEDGE OF ALLEGIANCE

7. CALL TO THE PUBLIC

Call to the Public for public comment on issues within the jurisdiction of the Town Council. Council rules limit public comment to three minutes. Individual Councilmembers may respond to criticism made by those commenting, may ask staff to review a matter raised or may ask that a matter be put on a future agenda. However, members of the Council shall not discuss or take action on any matter during an open call to the public unless the matters are properly noticed for discussion and legal action.

8. PUBLIC HEARING AND PRESENTATION

a. Public hearing on an application received from Jeffrey P. Erickson, The River Bottom Grill, located at 2501 N. Highway 79, Florence, Arizona, for a personal transfer of a new Type 6 Liquor License, and for Council recommendation for approval or disapproval of said license.

b. Presentation by the Greater Florence Chamber of Commerce recognizing Big Quick's BBQ as the Business of the Month.

9. **CONSENT:** All items on the consent agenda will be handled by a single vote as part of the consent agenda, unless a Councilmember or a member of the public objects at the time the agenda item is called.
- a. **Approval of Task** Order No. 3 with EPS Group, Inc., for construction phase services for the Well #4 to Well #5 Transmission Main Project, in an amount not to exceed \$43,240.
 - b. **Approval of Task** Order No. 4 with EPS Group, Inc., for construction phase services for the Diversion Dam Road improvements, in an amount not to exceed \$99,250.
 - c. **Acceptance of public** infrastructure for maintenance within the dedicated rights-of-way for Anthem at Merrill Ranch Units 9, 22A and 22B.
 - d. **Acceptance of Katherine** Kaiser's resignation for retirement as Town Magistrate, effective June 30, 2015.
 - e. **Favorable recommendation** to the Arizona Department of Liquor License and Control for the Florence Lions Club's application for a Special Event Liquor License for a fundraiser to be held on April 26, 2015, at the McFarland State Park.
 - f. **Favorable recommendation** to the Arizona Department of Liquor License and Control for the Greater Florence Chamber of Commerce's application for a Special Event Liquor License for their First Thursday event to be held on May 7, 2015, at the Chamber of Commerce facility.
 - g. **Ratification of emergency** repair work on Well #1, completed by Coolidge Engine and Pump, LLC, in the amount of \$54,500.59.
 - h. **Resolution No. 1507-15:** Approval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE FINAL PLAT FOR MERRILL RANCH UNIT 53; REQUIRING THE PROVISION OF AN INFRASTRUCTURE IMPROVEMENT ASSURANCE OR WITHHOLDING OF RECORDATION TO SECURE THE SATISFACTORY CONSTRUCTION, INSTALLATION AND DEDICATION OF REQUIRED IMPROVEMENTS; ESTABLISHING A DEADLINE FOR REQUIRED IMPROVEMENTS TO BE COMPLETED; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.
 - i. **Resolution No. 1508-15:** Approval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 36; REQUIRING THE PROVISION OF AN INFRASTRUCTURE IMPROVEMENT ASSURANCE OR WITHHOLDING OF RECORDATION TO SECURE THE SATISFACTORY CONSTRUCTION,

INSTALLATION AND DEDICATION OF REQUIRED IMPROVEMENTS; ESTABLISHING A DEADLINE FOR REQUIRED IMPROVEMENTS TO BE COMPLETED; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

- j. **Resolution No. 1509-15:** Approval of A RESOLUTION OF THE THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE MAP OF DEDICATION FOR CONSTITUTION WAY PHASE 2 AND NATIONAL WAY, REQUIRING THE PROVISION OF AN INFRASTRUCTURE IMPROVEMENT ASSURANCE OR WITHHOLDING OF RECORDATION TO SECURE THE SATISFACTORY CONSTRUCTION, INSTALLATION AND DEDICATION OF REQUIRED IMPROVEMENTS; ESTABLISHING A DEADLINE FOR REQUIRED IMPROVEMENTS TO BE COMPLETED; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.
- k. **Resolution No. 1510-15:** Approval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE MAP OF DEDICATION FOR SPIRIT LOOP PHASE 4, REQUIRING THE PROVISION OF AN INFRASTRUCTURE IMPROVEMENT ASSURANCE OR WITHHOLDING OF RECORDATION TO SECURE THE SATISFACTORY CONSTRUCTION, INSTALLATION AND DEDICATION OF REQUIRED IMPROVEMENTS; ESTABLISHING A DEADLINE FOR REQUIRED IMPROVEMENTS TO BE COMPLETED; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.
- l. **Resolution No. 1511-15:** Approval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE RE-SUBDIVISION OF LOTS 36-42 INCLUSIVE AND TRACT A, ANTHEM AT MERRILL RANCH PHASE 1A, UNIT 15; REQUIRING THE PROVISION OF AN INFRASTRUCTURE IMPROVEMENT ASSURANCE OR WITHHOLDING OF RECORDATION TO SECURE THE SATISFACTORY CONSTRUCTION, INSTALLATION AND DEDICATION OF REQUIRED IMPROVEMENTS; ESTABLISHING A DEADLINE FOR REQUIRED IMPROVEMENTS TO BE COMPLETED; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.
- m. **Resolution No. 1512-15:** Approval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AMENDED OPERATING AGREEMENT WITH JOHNSON UTILITIES, LLC, FOR WATER AND WASTEWATER UTILITY SERVICES.
- n. **Resolution No. 1513-15:** Approval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AMENDED OPERATING AGREEMENT WITH

SOUTHWEST ENVIRONMENTAL UTILITIES, LLC, FOR WATER AND WASTEWATER UTILITY SERVICES.

- o. **Resolution No. 1517-15:** Approval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ACCEPTING NON-EXCLUSIVE PUBLIC ROAD RIGHT-OF-WAY FROM THE FLORENCE UNIFIED SCHOOL DISTRICT FOR THE WIDENING OF ADAMSVILLE ROAD AND RATIFYING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.
- p. **Resolution No. 1518-15:** Approval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING A REORGANIZATION OF THE PUBLIC WORKS AND UTILITIES DEPARTMENTS, CREATING A NEW TOWN ENGINEER DEPARTMENT, AND ADOPTING REVISIONS TO THE TOWN OF FLORENCE POSITION CLASSIFICATION PLAN.
- q. **Resolution No. 1519-15:** Approval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING THE MAYOR TO RATIFY THE STATE FORESTER'S COOPERATIVE FIRE RATE AGREEMENT AND AMENDMENTS.
- r. **Appointment of Linda Fenstermaker** to the Parks and Recreation Advisory Board with a term to expire December 31, 2017.
- s. Approval of the **March 2, March 16, and March 26, 2015** Town Council minutes.
- t. Receive and file the following board and commission minutes:
 - i. **March 12, 2015** Arts and Culture Commission minutes.
 - ii. **January 28, 2015** Historic District Advisory Commission minutes.
 - iii. **February 18, 2015** Joint-Use Library Advisory Board minutes.
 - iv. **January 15 and February 5, 2015** Planning and Zoning Commission minutes.

10. NEW BUSINESS

- a. **Resolution No. 1514-15:** Discussion/Approval/Disapproval of A RESOLUTION GRANTING APPROVAL TO THE ISSUANCE OF ONE OR MORE SERIES OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FLORENCE, INC. TAX-EXEMPT AND/OR TAXABLE EDUCATION REVENUE BONDS (ACADEMY OF MATH & SCIENCE – CAMELBACK CAMPUS PROJECT), SERIES 2015B, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$6,700,000 TO FINANCE THE ACQUISITION, CONSTRUCTION, RENOVATION, IMPROVEMENT AND EQUIPPING OF EDUCATIONAL FACILITIES FOR ACADEMY OF MATHEMATICS AND SCIENCE, INC.

- b. **Resolution No. 1515-15:** Discussion/Approval/Disapproval of A RESOLUTION GRANTING APPROVAL TO THE ISSUANCE OF ONE OR MORE SERIES OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FLORENCE, INC. TAX-EXEMPT AND/OR TAXABLE EDUCATION REVENUE BONDS (ACADEMY OF MATH & SCIENCE – FLOWER CAMPUS PROJECT), SERIES 2015A, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$6,700,000 TO FINANCE AND REFINANCE THE ACQUISITION, CONSTRUCTION, RENOVATION, IMPROVEMENT AND EQUIPPING OF EDUCATIONAL FACILITIES FOR ACADEMY OF MATHEMATICS AND SCIENCE SOUTH, INC.
- c. **Ratification of work** performed by Arizona Beeman Drilling, for drilling of Well #2, in an amount not to exceed \$434,745.
- d. **Discussion/Approval/Disapproval** to award a contract to Visus Inc., for the construction of the Main Street Extension Project, in an amount not to exceed \$239,000.
- e. **Discussion/Approval/Disapproval** to award a contract to McCain Construction, for construction of the Well #4 to Well #5 Transmission Main Project, in an amount not to exceed \$683,549.

11. MANAGER'S REPORT

12. CALL TO THE PUBLIC

13. CALL TO THE COUNCIL

14. ADJOURN TO EXECUTIVE SESSION

An Executive Session will be held during the Council Meeting for legal matters pursuant to A.R.S. Section 38-431.03(A)(1) for the purpose of reviewing Town Attorney applications.

15. ADJOURNMENT FROM EXECUTIVE SESSION

Council may go into Executive Session at any time during the meeting for the purpose of obtaining legal advice from the Town's Attorney(s) on any of the agenda items pursuant to A.R.S. § 38-431.03(A)(3).

POSTED ON APRIL 16, 2015, BY LISA GARCIA, TOWN CLERK, AT 775 NORTH MAIN STREET, 1000 SOUTH WILLOW STREET, FLORENCE, ARIZONA, AND AT WWW.FLORENCEAZ.GOV.

***PURSUANT TO TITLE II OF THE AMERICANS WITH DISABILITIES ACT (ADA), THE TOWN OF FLORENCE DOES NOT DISCRIMINATE ON THE BASIS OF DISABILITY REGARDING ADMISSION TO PUBLIC MEETINGS. PERSONS WITH A DISABILITY MAY REQUEST REASONABLE ACCOMMODATIONS BY

CONTACTING THE TOWN OF FLORENCE ADA COORDINATOR, AT (520) 868-7574 OR (520) 868-7502 TDD. REQUESTS SHOULD BE MADE AS EARLY AS POSSIBLE TO ALLOW TIME TO ARRANGE THE ACCOMMODATION.***



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 8a.

MEETING DATE: April 20, 2015

DEPARTMENT: Administration

STAFF PRESENTER: Lisa Garcia
Deputy Town Manager/Town Clerk

SUBJECT: Public Hearing and action on Jeffrey P.
Erickson's Liquor License application.

- Action
- Information Only
- Public Hearing
- Resolution
- Ordinance
 - Regulatory
 - 1st Reading
 - 2nd Reading
- Other

RECOMMENDED MOTION/ACTION:

Public hearing on an application received from Jeffrey P. Erickson, The River Bottom Grill, located at 2501 N. Hwy 79, Florence, Arizona, for a personal transfer of a new Type 6 Liquor License, and for Council recommendation for approval or disapproval of said license.

BACKGROUND/DISCUSSION:

Jeffrey P. Erickson, River Bottom Grill, filed an application for a new personal transfer of Series 6 Liquor License, with the Arizona Department of Liquor License and Control, on March 12, 2015.

The Series 6 liquor license is transferable from person to person and/or location to location within the same county only and allows the holder both on and off-sale retail privileges. This license allows a bar retailer to sell and serve spirituous liquors to be consumed on the premises, in the original container for consumption on the premises. This retail licensee also has limited off-sale ("to go") privileges. Liquor may be delivered off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of delivery. The bar (series 6) liquor license may fill and sell "growlers".

The Town Clerk's Office posted the Notice of Public Hearing on March 31, 2015, at the The River Bottom Grill, located at 2501 N. Hwy 79, Florence, Arizona, according to statutory requirements. Management has been notified of the April 20, 2015 public hearing.

No written communication has been received by the Town regarding this application.

FINANCIAL IMPACT:

N/A

STAFF RECOMMENDATION:

Staff recommends that the Town Council forward a favorable recommendation to the Arizona Department of Liquor License and Control.

ATTACHMENTS:

Application

Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

APPLICATION FOR LIQUOR LICENSE
TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

- MORE THAN ONE LICENSE
- INTERIM PERMIT *Complete Section 5*
- NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16*
- PERSON TRANSFER (Bars & Liquor Stores ONLY)
Complete Sections 2, 3, 4, 11, 13, 15, 16
- LOCATION TRANSFER (Bars and Liquor Stores ONLY)
Complete Sections 2, 3, 4, 12, 13, 15, 16
- PROBATE/WILL ASSIGNMENT/DIVORCE DECREE
Complete Sections 2, 3, 4, 9, 13, 16 (fee not required)
- GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16*

SECTION 2 Type of ownership:

- J.T.W.R.O.S. *Complete Section 6*
- INDIVIDUAL *Complete Section 6*
- PARTNERSHIP *Complete Section 6*
- CORPORATION *Complete Section 7*
- LIMITED LIABILITY CO. *Complete Section 7*
- CLUB *Complete Section 8*
- GOVERNMENT *Complete Section 10*
- TRUST *Complete Section 6*
- OTHER (Explain) _____

SECTION 3 Type of license and fees LICENSE #(s):

06110020

1. Type of License(s): SERIES 6

Department Use Only

2. Total fees attached:

\$ 244.00

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.
The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

1. Owner/Agent's Name: Mr. ERICKSON Jeffrey PAT
(Insert one name ONLY to appear on license) Last First Middle
2. Corp./Partnership/L.L.C.: River Bottom Bar + Grill LLC 11073422
(Exactly as it appears on Articles of Inc. or Articles of Org.) BI054125
3. Business Name: River Bottom Grill 131003491
(Exactly as it appears on the exterior of premises)
4. Principal Street Location: 2501 N Hwy 79 Florence Pinal 85232
(Do not use PO Box Number) City County Zip
5. Business Phone: 520-868-3131 Daytime Phone: 360-720-3120 Email: BarAndGrill@gmail.com
6. Is the business located within the incorporated limits of the above city or town? YES NO
7. Mailing Address: P.O. Box 619 Florence AZ 85132
City State Zip
8. Price paid for license only bar, beer and wine, or liquor store: Type BAR \$ 25,000.00 Type _____ \$ _____

DEPARTMENT USE ONLY

Fees: <u>\$100.00</u>	<u>\$100.00</u>	<u>—</u>	<u>\$44.00</u>	\$ <u>244.00</u>
Application	Interim Permit	Site Inspection	Finger Prints	TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? YES NO

Accepted by: DW Date: 3/12/15 Lic. # 06110020

SECTION 5 Interim Permit:

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. 06110070
4. Is the license currently in use? YES NO If no, how long has it been out of use? _____

ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.

I, Bandy Ray Rosane, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER, MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

X [Signature]
(Signature)

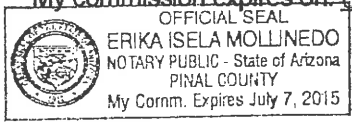
State of AZ County of Pinal

The foregoing instrument was acknowledged before me this

12 day of March, 2015
Day Month Year

[Signature]
(Signature of NOTARY PUBLIC)

My commission expires on: 07-07-2015



SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

Partnership Name: (Only the first partner listed will appear on license) _____

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						

) Y R A S S E C E N F I T

2. Is any person, other than the above, going to share in the profits/losses of the business? YES NO
If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

15 MAR 12 10:47 AM '15

- CORPORATION Complete questions 1, 2, 3, 5, 6, 7, and 8.
 L.L.C. Complete 1, 2, 4, 5, 6, 7, and 8.

1. Name of Corporation/L.L.C.: River Bottom Bar + Grill LLC
 (Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 7-23-2015 State where Incorporated/Organized: Washington
3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____
4. AZ L.L.C. File No.: R19868957 Date authorized to do business in AZ: 3-5-15
5. Is Corp./L.L.C. Non-profit? YES NO
6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip
Haines	Vernon	R	member	6701 Columbia Beach Dr	Clinton WA 98736
Erickson	Jeffrey	PAT	member	P.O. Box 619	Florence AZ 85132

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City State Zip
Haines	Vernon	R	51	6701 Columbia Beach Dr	Clinton WA 98736
Erickson	Jeffrey	PAT	49	P.O. Box 619	Florence AZ 85132

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
 (Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)
2. Is club non-profit? YES NO
3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License:

- Current Licensee's Name: _____
(Exactly as it appears on license) Last First Middle 15 MAR 12 Lic. Lic. # 3 23
- Assignee's Name: _____
Last First Middle
- License Type: _____ License Number: _____ Date of Last Renewal: _____
- ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

SECTION 10 Government: (for cities, towns, or counties only)

- Governmental Entity: _____
- Person/designee: _____
Last First Middle Contact Phone Number

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 Person to Person Transfer:

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).

- Current Licensee's Name: Rosam Randy Ray Entity: agent
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
- Corporation/L.L.C. Name: Z BONZ LLC
(Exactly as it appears on license)
- Current Business Name: River Bottom Grill
(Exactly as it appears on license)
- Physical Street Location of Business: Street 7501 N Hwy 79
City, State, Zip Florence AZ 85232
- License Type: BAR License Number: 06110070
- If more than one license to be transferred: License Type: _____ License Number: _____
- Current Mailing Address: Street P.O. Box 7736
(Other than business) City, State, Zip Florence AZ 85137
- Have all creditors, lien holders, interest holders, etc. been notified of this transfer? YES NO
- Does the applicant intend to operate the business while this application is pending? YES NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

10. I, Randy Ray Rosam, hereby authorize the department to process this application to transfer the
(print full name)
privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

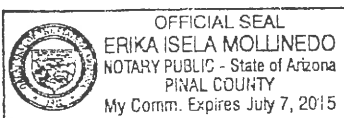
I, Randy Ray Rosam, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER
(print full name)
STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

R R Rosam
(Signature of CURRENT LICENSEE)

State of Arizona County of Pinal
The foregoing instrument was acknowledged before me this
12 March 2015
Day Month Year

Erika Isela Mollinedo
(Signature of NOTARY PUBLIC)

My commission expires on: 07-07-2015



STATE OF ARIZONA
DEPARTMENT OF LIQUOR LICENSES
AND CONTROL
ALCOHOLIC BEVERAGE LICENSE
License 06110020

Issue Date: 6/16/2004

Expiration Date: 8/31/2015

Issued To:

RANDY RAY ROSANE, Agent
ZBONZ LLC, Owner

Bar

Mailing Address:

RANDY RAY ROSANE
ZBONZ LLC
RIVER BOTTOM GRILL
P O BOX 619
FLORENCE, AZ 85132

Location:

RIVER BOTTOM GRILL
2501 N HWY 79
FLORENCE, AZ 85232



EXP 8/31/2015

POST THIS LICENSE IN A CONSPICUOUS PLACE

BILL OF SALE

Date 3/10/15

I, the undersigned seller, Bandy Rosam
for the sum of \$ 25,000.⁰⁰
sell to the undersigned buyer, _____
the following property:

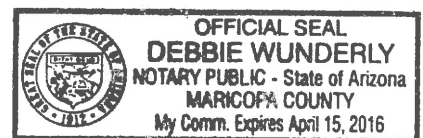
ARIZONA LIQUOR LICENSES
06110070

The undersigned seller affirms that the above information about this property is accurate to the best of his/her knowledge.

The undersigned buyer accepts receipt of this Bill of Sale and understands that the above property is sold in "as is" condition with no guarantees or warranties, either expressed or implied, for the property.

Seller's Name (print): Bandy Ray Rosam ZBONZ LLC
Seller's Signature: [Signature]
Street Address: P.O. Box 7236 Apt: _____
City / Town: Florence State: AZ ZIP: 85137
Phone #: 480-343-7467
X [Signature] 3-12-2015

Buyer's Name (print): River Bottom Bar + Grill
Buyer's Signature: [Signature]
Street Address: P.O. Box 619 Apt: _____
City / Town: Florence State: AZ ZIP: 85137
Phone #: 520-868-3131
X [Signature] 3-12-15



SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE MAR 12 11:47 AM '23

1. Current Business: Name _____
(Exactly as it appears on license) Address _____
2. New Business: Name _____
(Physical Street Location) Address _____
3. License Type: _____ License Number: _____
4. If more than one license to be transferred: License Type: _____ License Number: _____
5. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

- a) Restaurant license (§ 4-205.02)
- b) Hotel/motel license (§ 4-205.01)
- c) Government license (§ 4-205.03)
- d) Fenced playing area of a golf course (§ 4-207 (B)(5))

1. Distance to nearest school: 17,000.00 ft. Name of school Florence Baptist Academy
Address Florence AZ 85132
30 N. Willow St City, State, Zip
2. Distance to nearest church: 4500. ft. Name of church Baptist Church
Address Florence AZ 85132
440 E 23rd ST City, State, Zip
3. I am the: Lessee Sublessee Owner Purchaser (of premises)
4. If the premises is leased give lessors: Name JR Real Holdings LLC
Address P.O. Box 619 Florence AZ 85132
City, State, Zip
- 4a. Monthly rental/lease rate \$ 2,600.00 What is the remaining length of the lease 10 yrs. 0 mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ NA or other _____
(give details - attach additional sheet if necessary)
5. What is the total **business** indebtedness for this license/location excluding the lease? \$ 275,000.00
Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip
Rosane	Randy	Ray	275,000.00	PO Box 7236	Florence AZ	85132

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? BAR / RESTAURANT

SECTION 13 - continued

15 MAR 12 Lic. Lic. M3 03

- 7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?
 YES NO If yes, attach explanation.
- 8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? YES NO
- 9. Is the premises currently licensed with a liquor license? YES NO If yes, give license number and licensee's name:

License # 06110070 (exactly as it appears on license) Name Bardy Ray Basarek

SECTION 14 Restaurant or hotel/motel license applicants:

- 1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? YES NO
 If yes, give the name of licensee, Agent or a company name:

_____ and license #: _____
Last First Middle

- 2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
- 3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.
- 4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this hotel/motel restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

applicant's signature

As stated in A.R.S § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit www.azliquor.gov and click on the "Information" tab.

applicants initials

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

- 1. Check ALL boxes that apply to your business:
 Entrances/Exits Liquor storage areas Patio: Contiguous
 Service windows Drive-in windows Non Contiguous
- 2. Is your licensed premises currently closed due to construction, renovation, or redesign? YES NO
 If yes, what is your estimated opening date? _____
month/day/year
- 3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
- 4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spirituous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
- 5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

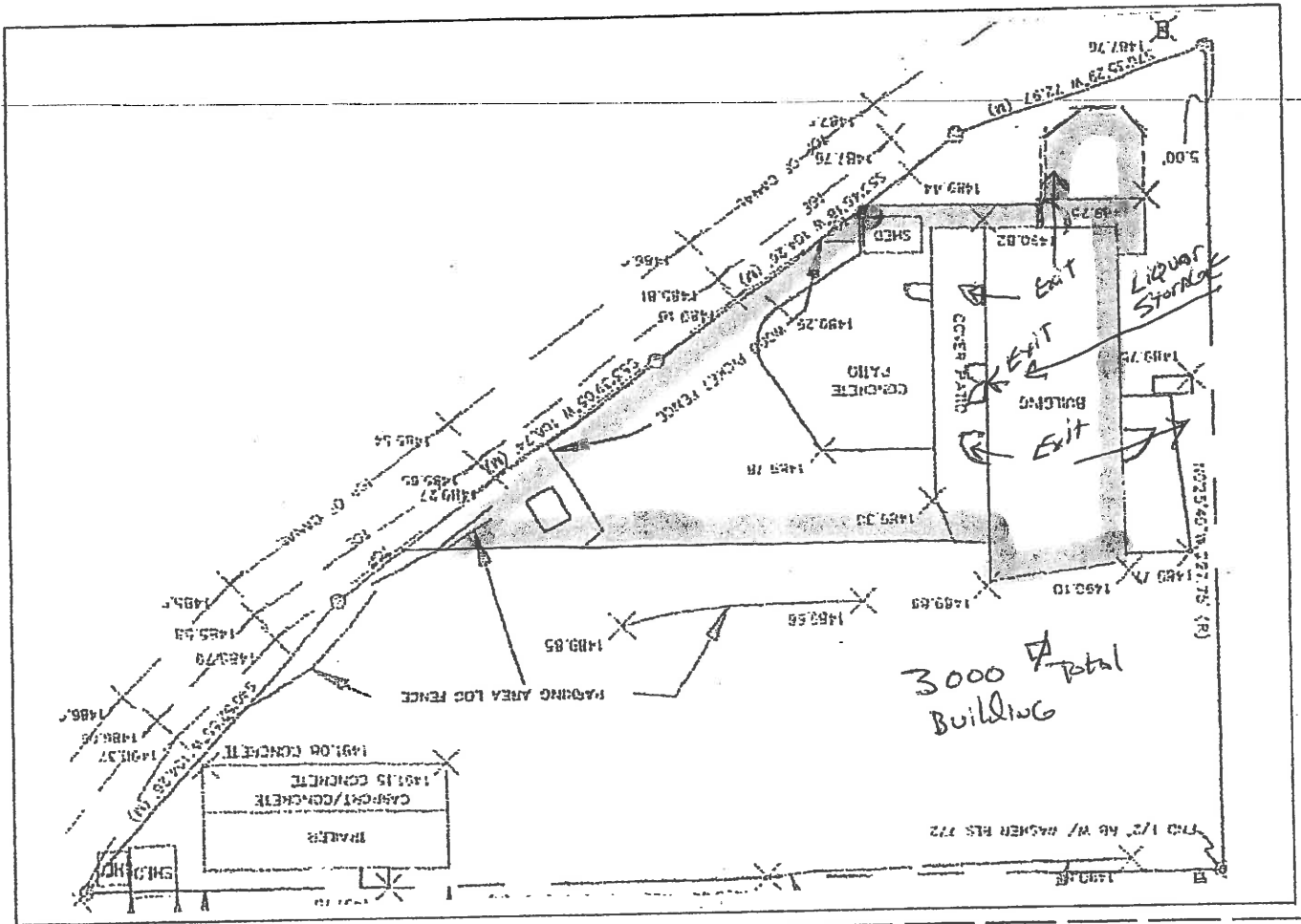
As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this initial drawing.

JPB
applicants initials

SECTION 15 Diagram of Premises

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.

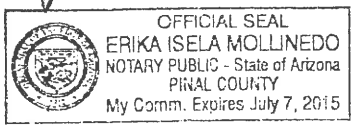


SECTION 16 Signature Block

I, JEFFREY PETERICKSON, hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X [Signature]
 (signature of applicant listed in Section 4, Question 1)

State of Arizona County of Pinal



The foregoing instrument was acknowledged before me this 12 of March, 2015
 Day Month Year

Erika Isele Mollinedo
 signature of NOTARY PUBLIC

My commission expires on : 07-07-2015
 Day Month Year

ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
www.azliquor.gov
(602) 542-5141

AFFIDAVIT OF POSTING

Date of Posting: MARCH 31, 2015 Date of Posting Removal: APRIL 21, 2015

Applicant Name: ERICKSON JEFFREY PAT
Last First Middle

Business Address: 2501 NORTH HIGHWAY 79 FLORENCE 85132
Street City Zip

License #: 06110020

I hereby certify that pursuant to A.R.S. § 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

YVONNE HAZELTON ADMINISTRATIVE ASSISTANT 520/868-7568
Print Name of City/County Official Title Telephone #

 MARCH 31, 2015
Signature Date Signed

Return this affidavit with your recommendation (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents.

If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

Individuals requiring special accommodations please call (602) 542-9027

RIVER BOTTOM GRILL



NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES DATE POSTED: March 31, 2015

A HEARING ON A LIQUOR LICENSE APPLICATION SHALL BE HELD BEFORE THE
Florence Town Council

PLACE Florence Town Hall
775 N. Main Street, Florence, AZ DATE/TIME April 20, 2015 at 5:00 p.m.

HEARING DATES SUBJECT TO CHANGE, TO VERIFY CALL: 520/956-7574

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION, CONTACT THE STATE LIQUOR BOARD, 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ 85007 (602) 542-8789

INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL LOCAL GOVERNING BODY STATE LIQUOR BOARD (602) 542-8789

POST ONE COPY OF THE APPLICATION FORM BELOW THIS NOTICE.

Arizona Department of Liquor Licenses and Control
400 West Washington, 5th Floor
Phoenix, Arizona 85001
www.azalcohol.com
602.542.8789

APPLICATION FOR LIQUOR LICENSE
FORM LAL-100 (REV. 9-1-10)


Section 1: This application is for a:
1. NEW LIQUOR LICENSE
2. RENEWAL OF LIQUOR LICENSE
3. TRANSFER OF LIQUOR LICENSE FROM ONE CLASSIFICATION TO ANOTHER
4. CHANGE OF CLASSIFICATION OF LIQUOR LICENSE
5. CHANGE OF ADDRESS OF LIQUOR LICENSE
6. CHANGE OF NAME OF LIQUOR LICENSE
7. CHANGE OF TYPE OF LIQUOR LICENSE
8. CHANGE OF CLASSIFICATION OF LIQUOR LICENSE
9. CHANGE OF ADDRESS OF LIQUOR LICENSE
10. CHANGE OF NAME OF LIQUOR LICENSE
11. CHANGE OF TYPE OF LIQUOR LICENSE
12. CHANGE OF CLASSIFICATION OF LIQUOR LICENSE

Section 2: Type of license and form:
1. TYPE A - GENERAL LIQUOR LICENSE
2. TYPE B - LIMITED LIQUOR LICENSE
3. TYPE C - LIMITED LIQUOR LICENSE
4. TYPE D - LIMITED LIQUOR LICENSE
5. TYPE E - LIMITED LIQUOR LICENSE
6. TYPE F - LIMITED LIQUOR LICENSE
7. TYPE G - LIMITED LIQUOR LICENSE
8. TYPE H - LIMITED LIQUOR LICENSE
9. TYPE I - LIMITED LIQUOR LICENSE
10. TYPE J - LIMITED LIQUOR LICENSE
11. TYPE K - LIMITED LIQUOR LICENSE
12. TYPE L - LIMITED LIQUOR LICENSE
13. TYPE M - LIMITED LIQUOR LICENSE
14. TYPE N - LIMITED LIQUOR LICENSE
15. TYPE O - LIMITED LIQUOR LICENSE
16. TYPE P - LIMITED LIQUOR LICENSE
17. TYPE Q - LIMITED LIQUOR LICENSE
18. TYPE R - LIMITED LIQUOR LICENSE
19. TYPE S - LIMITED LIQUOR LICENSE
20. TYPE T - LIMITED LIQUOR LICENSE
21. TYPE U - LIMITED LIQUOR LICENSE
22. TYPE V - LIMITED LIQUOR LICENSE
23. TYPE W - LIMITED LIQUOR LICENSE
24. TYPE X - LIMITED LIQUOR LICENSE
25. TYPE Y - LIMITED LIQUOR LICENSE
26. TYPE Z - LIMITED LIQUOR LICENSE

APPLICATION FEE AND INTERNAL PERMIT FEES IF APPLICABLE ARE NOT REFUNDABLE
THE STATE DEPARTMENT OF LIQUOR LICENSING AND CONTROL WILL BE CHARGED AN ANNUAL RENEWAL FEE.

Section 3: Applicant:
1. Name: Leslie J. Johnson
2. Address: 1111 N. 1st St. #101
3. City: Phoenix
4. State: AZ
5. Zip: 85001
6. Phone: 602.542.8789
7. Email: leslie.johnson@azalcohol.com
8. Signature: Leslie J. Johnson
9. Title: Owner
10. Date: 3/31/15

Section 4: Departmental Use Only
1. Date Received: 3/31/15
2. Date Issued: 4/1/15
3. License Number: 1111 N. 1st St. #101
4. License Class: TYPE A - GENERAL LIQUOR LICENSE
5. License Term: 12 Months
6. License Fee: \$100.00
7. Renewal Fee: \$100.00
8. License Status: Active
9. License Type: Individual
10. License Category: General
11. License Subcategory: General
12. License Address: 1111 N. 1st St. #101
13. License City: Phoenix
14. License State: AZ
15. License Zip: 85001
16. License Phone: 602.542.8789
17. License Email: leslie.johnson@azalcohol.com
18. License Signature: Leslie J. Johnson
19. License Title: Owner
20. License Date: 3/31/15

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 9a.
MEETING DATE: April 20, 2015 DEPARTMENT: Utilities Department STAFF PRESENTER: John V. Mitchell, Utilities Director SUBJECT: Approval of Task Order No. 3 with EPS Group Inc., for construction phase services for Well #4 to Well #5 Transmission Main Project		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <ul style="list-style-type: none"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to approve Task Order No. 3 with EPS Group Inc., for construction phase services for the Well #4 to Well #5 Transmission Main Project in an amount not to exceed \$43,240.

BACKGROUND/DISCUSSION:

This task order will allow for engineering services and construction administration services for the transmission main project. The services are to include: interpretation and evaluation for deviations from approved design or specifications; response to requests for information and evaluation/approval of pay applications and construction observation.

EPS Group, Inc. will complete this Task Order No. 3, pursuant to the Professional Services Agreement, between the Town of Florence and EPS Group Inc., dated March 3, 2014. The fee for this task order is \$ 43,240.

FINANCIAL IMPACT:

There is \$43,250 available in the current Fiscal Year 2014/2015 budget for completion of this work.

STAFF RECOMMENDATION:

Staff recommends approval of Task Order No. 3 with EPS Group, Inc., in an amount not to exceed \$43,240.

ATTACHMENTS:

Task Order No. 3.

**Task Order Approval Form
EPS Group, Inc.
Task Order #3
Well #4 to Well #5 Transmission Main
Construction Phase Services**

**Town of Florence
P.O. Box 2670
Florence, AZ 85131**

By: _____
Charles A. Montoya, Town Manager

Date: _____

ATTEST:

Lisa Garcia, Town Clerk

APPROVED AS TO FORM:

Town Attorney

**TOWN OF FLORENCE
WELL #4 TO WELL #5 TRANSMISSION MAIN****PROPOSED SCOPE OF WORK
CONSTRUCTION PHASE SERVICES****PROPOSED IMPROVEMENTS:**

The project will construct new 16" and 12" water transmission mains within the Ruggles Street and Willow Street alignments between Town of Florence Wells #4 and #5. This will include needed water main segments along Park Street, 20th Street and Granite Street to make required well/reservoir connections. It is anticipated that the run from Well #4 along Ruggles Street to Willow Street will comprise the 16" transmission main. The run along Willow Street to Well #5 will be 12" transmission main. Some connections to existing water mains and/or stubs for future mains may be required along the route but connections into each water meter or water service are not anticipated. The total length of water main will comprise approximately 1.1 miles.

This project will be constructed using the Design, Bid, Build project delivery method. It is assumed that this construction will run concurrently with the Diversion Dam Road project to allow for better project efficiency.

TASK 1 – ENGINEERING SERVICES DURING CONSTRUCTION

- A. Provide technical interpretation of the contract documents and evaluate requests for deviations from the approved design or specifications. Provide responses to the contractor's written requests for clarification and deviations.

Task 1 services will be performed as an allowance.

TASK 2 – CONSTRUCTION ADMINISTRATION

- A. Project Control: Evaluate and respond to any RFI's and evaluate and recommend approval of all pay requests. This will include periodic visits (assumed 1 per week) to review construction status for pay request/RFI review/approvals. Conduct weekly construction meetings with the contractor at a location approved by the Town. EPS will coordinate the meeting agenda and lead the meeting discussion.
- B. Construction Observation: Provide construction observation/inspection services to the Town for the duration of the water main construction. EPS will provide one part-time inspector (25 hours/week) for an estimated 8 week period.
- C. Prepare/Clean up As-built plans submitted by contractor and its surveyor and prepare CAD drawings indicating as-built data. This data will be drafted on the existing plans sheets. Not new plan sheets will be developed.

Exclusions:

- Geotechnical Investigations
- No public meeting is anticipated

Fee Estimation Worksheet

Date: 3/26/15

PROJECT: Well #4 to Well #5 Transmission Main - Construction Phase Services

Job No.: 13-330

TASK DESCRIPTION	TASKS									TASK COST
	\$220.00 Principal	\$170.00 Project Manager	\$150.00 Resident Engineer	\$85.00 CAD Technician	\$90.00 Inspector	\$60.00 Clerical	\$170.00 Project Surveyor	\$140.00 Survey Crew	\$98.00 Survey Tech	
Construction Project Control		8	64							\$10,960.00
Construction Inspection					230					\$20,700.00
As-built Plans			4	30	7					\$3,780.00
TOTALS	0	8	68	30	237	0	0	0	0	
SUB TOTAL										\$35,440.00
ALLOWANCES										
Services During Construction										\$7,800.00
TOTAL FIXED FEE										\$43,240.00



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 9b.

MEETING DATE: April 20, 2015

DEPARTMENT: Utilities Department

STAFF PRESENTER: John V. Mitchell, Utilities Director

SUBJECT: Approval of Task Order No. 4 with EPS, Group Inc. for construction phase services for Diversion Dam Road improvements

- Action
- Information Only
- Public Hearing
- Resolution
- Ordinance
 - Regulatory
 - 1st Reading
 - 2nd Reading
- Other

RECOMMENDED MOTION/ACTION:

Motion to approve Task Order No. 4 with EPS Group Inc. for construction phase services for the Diversion Dam Road improvements, in an amount not to exceed \$99,250.

BACKGROUND/DISCUSSION:

This task order will allow for engineering services and construction administration services for the transmission main project. The services are to include: interpretation and evaluation for deviations from approved design or specifications; response to requests for information and evaluation/approval of pay applications; and construction observation.

EPS Group, Inc. will complete this Task Order No. 4, pursuant to the Professional Services Agreement, between the Town of Florence and EPS Group Inc., dated March 3, 2014. The fee for this task order is \$ 99,250.

FINANCIAL IMPACT:

There is \$99,250 available in the current Fiscal Year 2014/2015 budget for completion of this work (CIP T-17).

STAFF RECOMMENDATION:

Staff recommends approval of Task Order No. 4 with EPS Group, Inc., in an amount not to exceed \$99,250.

ATTACHMENTS:

Task Order No. 4.

**Task Order Approval Form
EPS Group, Inc.
Task Order #4
Diversion Dam Road Improvements
Construction Phase Services**

**Town of Florence
P.O. Box 2670
Florence, AZ 85131**

By: _____
Charles A. Montoya, Town Manager

Date: _____

ATTEST:

Lisa Garcia, Town Clerk

APPROVED AS TO FORM:

Town Attorney

TOWN OF FLORENCE

Diversion Dam Road Improvements

PROPOSED SCOPE OF WORK

CONSTRUCTION PHASE SERVICES

PROPOSED IMPROVEMENTS:

The scope of construction work associated with this project is based on the construction plans and specifications prepared by Wildan for the Town of Florence dated 9-17-14. Construction will include the widening approximately 2640' of Diversion Dam Road between SR 79 and Bowling Road. The project will include both concrete and asphalt paving along with vertical curb and gutter. No sidewalks are proposed. In addition, approximately 500' of new storm drain will be installed with associated manholes, catch basins, etc. Signing, pavement marking, and street lighting are also to be installed. In addition, minor irrigation pipe improvements will be constructed as part of the San Carlos Irrigation and Drainage District plans

This project will be constructed using the Design, Bid, Build project delivery method.

TASK 1 – CONSTRUCTION ADMINISTRATION

- A. Project Control: Complete bi-weekly weekly site visits in connection with and attendance to the bi-weekly construction meetings with the contractor at a location approved by the Town. EPS will coordinate the meeting agenda and lead the meeting discussion.
- B. Construction Inspection/Observation: Provide construction inspection /observation services to the Town for the duration of the roadway construction.
 - i. EPS will provide one part-time inspector (25 hours/week) for a 210 calendar day contract period. The EPS inspector will support Town inspection staff but will be primarily responsible for the inspection services.
 - ii. EPS will provide the Town with appropriate documentation of the construction progress in keeping with approved Town policies.
 - iii. EPS will assist the Town in final walk through and construction closeout activities.
- C. Prepare/Clean up As-built plans submitted by contractor and its surveyor and prepare CAD drawings indicating as-built data. This data will be drafted on the existing plans sheets. Not new plan sheets will be developed.

Exclusions:

- Material Testing
- Geotechnical Investigations
- No public involvement coordination is anticipated
- Evaluate and respond to any RFI's, change order requests, and evaluate and recommend approval of all pay applications (to be completed by others).


Fee Estimation Worksheet

Date: 3/26/15

PROJECT: Diversion Dam Road Improvements - Construction Phase Services

Job No.: 13-330.4

TASK DESCRIPTION	TASKS										TASK COST
	\$220.00	\$170.00	\$150.00	\$85.00	\$90.00	\$60.00	\$170.00	\$140.00	\$98.00		
	Principal	Project Manager	Resident Engineer	CAD Technician	Inspector	Clerical	Project Surveyor	Survey Crew	Survey Tech		
Construction Project Control		10	133								\$21,650.00
Construction Inspection		6			747						\$68,250.00
As-Built Plans Preparation			5	40	10						\$5,050.00
TOTALS	0	16	138	40	757	0	0	0	0		
SUB TOTAL										\$94,950.00	
REIMBURSABLES											
Mileage @ 0.57\$/mile										\$0.00	
ALLOWANCE										\$5,000.00	
TOTAL FIXED FEE										\$99,950.00	

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 9c.
MEETING DATE: April 20, 2015 DEPARTMENT: Public Works Department STAFF PRESENTER: Wayne Costa, P.E., Public Works Director SUBJECT: Acceptance of the Public Improvements for the Anthem @ Merrill Ranch Units 9, 22A and 22B.		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <ul style="list-style-type: none"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to approve the acceptance of public infrastructure for maintenance into the Town of Florence within dedicated rights of way. Pulte Home Corporation has completed the public improvements necessary for the acceptance of Units 9, 22A and 22B (attached).

BACKGROUND/DISCUSSION:

The property is located in the Anthem at Merrill Ranch subdivision owned by Pulte Home Corporation with Baxter Design Group and Jack Johnson Company as the Engineers of Record.

All improvements in the public right-of-way or easements have been constructed under inspection and approval of the Town Engineer/Public Works Department and/or utility company having jurisdiction. The following improvements with regards Units 9, 22A and 22B have been completed and are subject to a one year warranty period prior to acceptance for maintenance; grading, paving, concrete, water, sewer, signing, pavement markings, and storm drain. Street lighting has been completed and is subject to a two year warranty period prior to maintenance acceptance. Acceptance of maintenance of these improvements will be by separate document at the end of the warranty period.

The developer shall maintain the subdivision improvements, free from defects, for the warranty period and shall promptly correct any defect of which they have noticed or which the Town discovers, which occurs prior to the terminus of the warranty period from the date of the acceptance of all improvements.

FINANCIAL IMPACT:

Acquisition of infrastructure assets will be based upon acceptance of assets by the Town Council recorded as specified in the Capital Asset Policy and Procedure prior to acceptance for maintenance/replacement by the Town. A summary of quantities for each asset will be accepted into the Town's maintenance system, (excepting water/sewer utilities).

RECOMMENDATION:

Approve the acceptance of the improvements prior to the start of the warranty period, which shall be the date of this approval.

The Town Engineer has found that all of the pavement, utilities, storm sewer, grading/drainage improvements and all other required improvements within the right-of-way/easements have been constructed in accordance with the requirements of the Town Code and specified engineering standards.

The following documentation represents the prerequisite for approval including the delivery of required certification together with test results and as-built drawings.

Documentation

- Town Engineer's Certificate
- Final Grading and Drainage As-Builts
- Final Paving and Profile Plans
- Final Water and Sewer Plans As-Builts
- Water Pressure, Leak, Chlorine and Bacteria Testing
- Sewer Pressure, Mandrel, Camera, Vacuum, Insecticide Testing
- Material Testing Package
- Engineers Certificates of Construction for Water and Sewer
- ADEQ Approval of Construction for Water and Sewer
- Fire Department Acceptance Document
- Johnson Utilities Acceptance Document
- Dry Utility Drawings

ATTACHMENTS:

- Town Engineer's Certificate
- Unit 9 Legal Exhibit
- Unit 22A Legal Exhibit
- Unit 22B Legal Exhibit

Town of Florence

PO Box 2670
775 North Main Street
Florence, Arizona 85132

Phone (520) 868-7500
Fax (520) 868-7501
TDD (520) 868-7502

www.florenceaz.gov

TOWN SERVICES

Building Safety
868-7556

Community Development
868-7575

Finance
868-7624

Fire
868-7609

Grants
868-7513

Human Resources
868-7545

Library
868-8311

Municipal Court
868-7514

Parks and Recreation
868-7589

Police
868-7681

Public Works
868-7620

Senior Center
868-7622

Town Attorney
868-7557

Utility Billing
868-7680

Water/Wastewater
868-7695

April 20, 2015

Mr. Daniel Bonow
Pulte Homes Corporation
16767 North Perimeter Drive
Scottsdale, AZ 85260

Re: Letter of Acceptance: Anthem @ Merrill Ranch Units 9, 22A and 22B

Dear Mr. Bonow:

This letter is to indicate that the streets, street lights, sidewalks, curbs and gutters, storm drainage structures and appurtenances, and all other constructed infrastructure is located within our dedicated rights-of-ways and/or platted easements for Units 9, 22A and 22B. All traffic signs, pavement markings, and subdivision monuments have been placed. We have caused prudent on site inspections, and other quality control measures at a frequency and of a number as required by the various sections of the Town of Florence standards to assure that among other things, dimensions have been met, correct materials have been used, and required densities of materials have been achieved. To the best of our knowledge (based upon my review of these investigations, tests, and inspections), all of the above improvements have been constructed in accordance with the approved plans, Town of Florence standards, and conform to the current Town Code of Florence.

It is understood that there is a 12-month minimum maintenance period that covers all of the public improvements and that said guarantee begins at the date of acceptance by Town Council. The developer understands that he is responsible for any discrepancies found in the subdivision improvements which are a result of defective design, workmanship, or materials for the maintenance period. Street lighting has a 24-month minimum maintenance period.

Prior to one (1) year, after appropriate inspection(s) and correction(s), the infrastructure will be accepted into the Town's maintenance system. Two (2) years for street light.

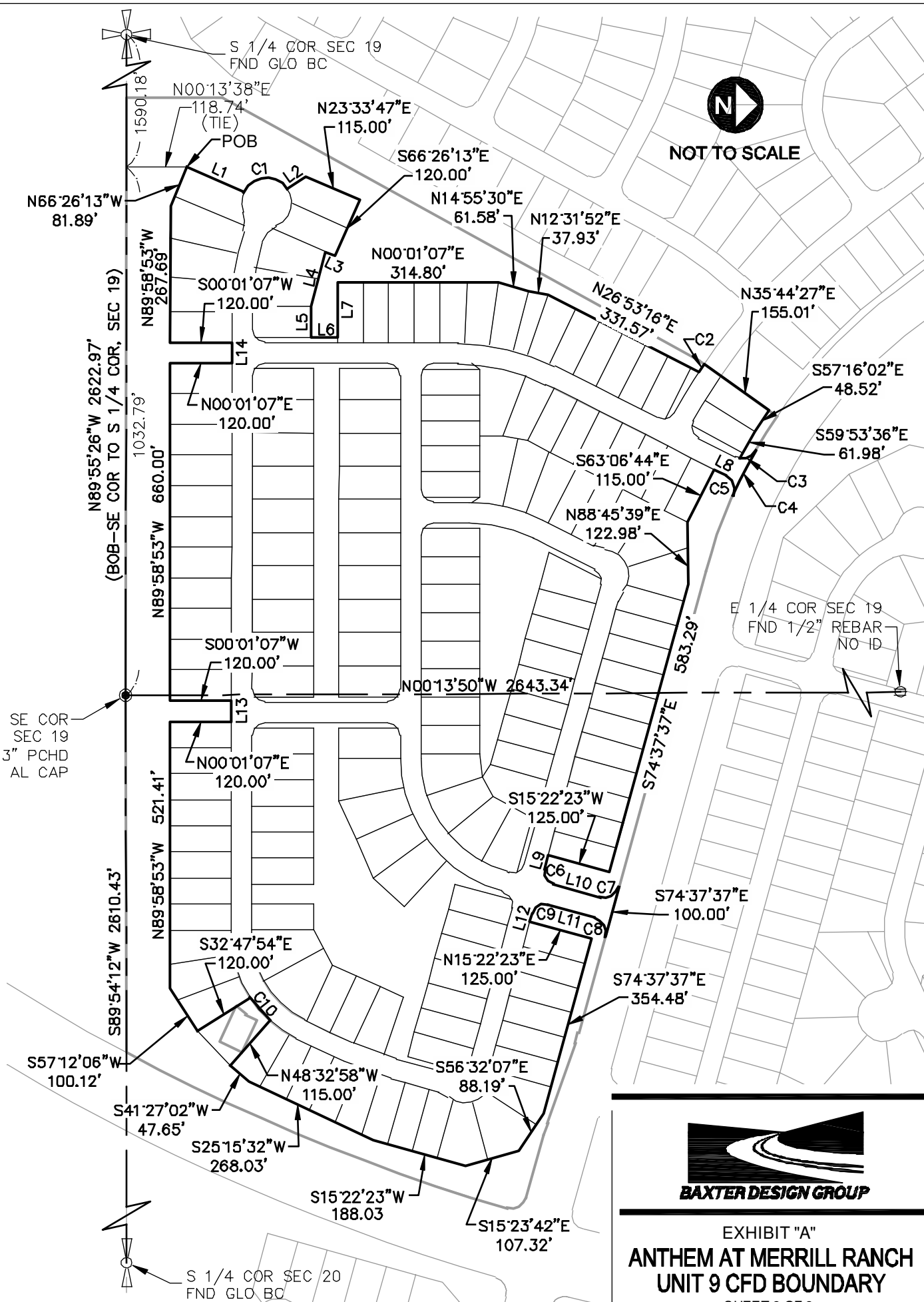
Sincerely,



Wayne J. Costa, P.E.
Town Engineer



path: R:\742-AMR\UNITS UNIT-09-EXHIBITS\CFD Legal\ file name: UNIT 9 CFD LEGAL EXHIBIT_040113.dwg | plot date: April 01, 2013 | plotted by: ssanders

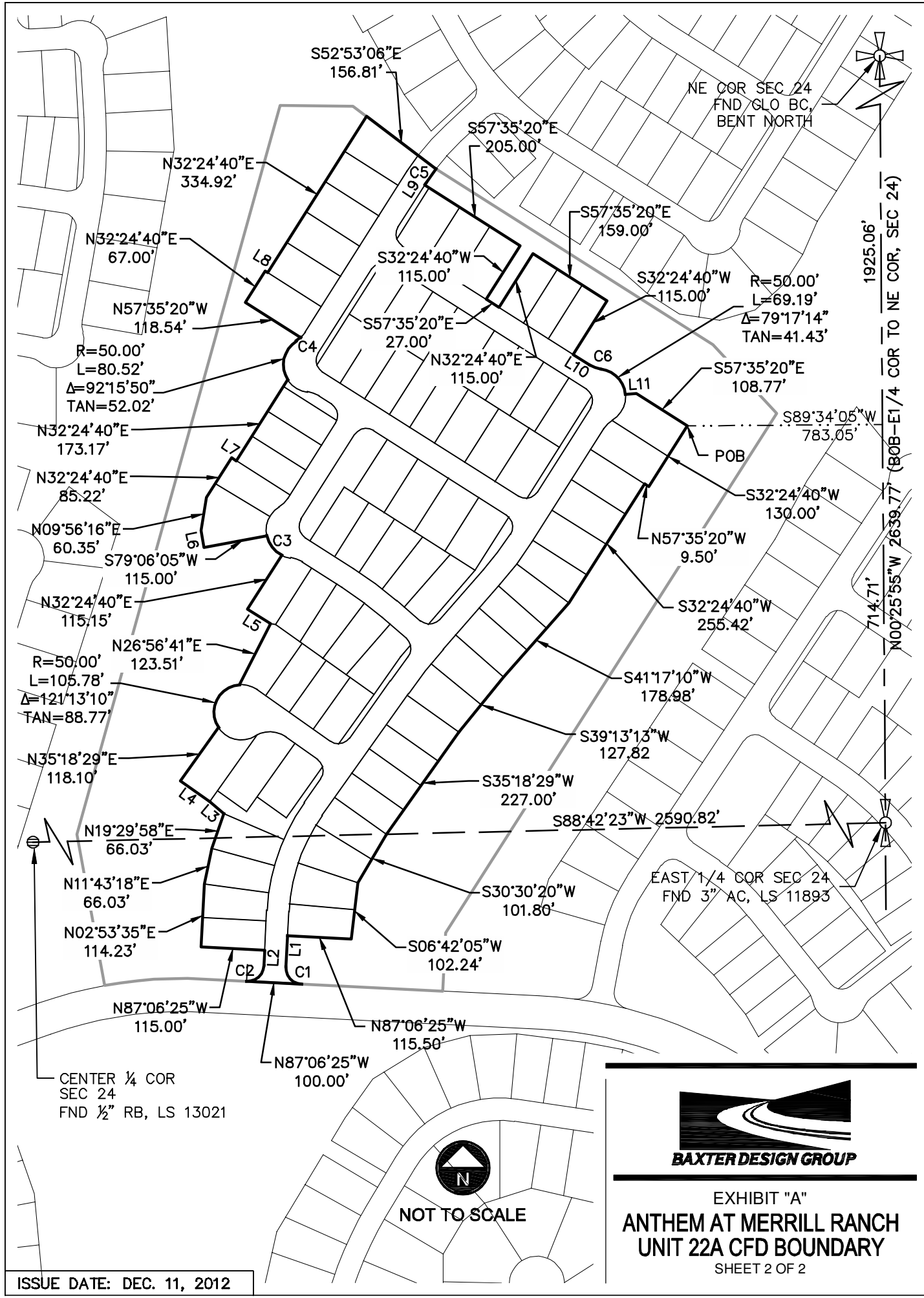


NOT TO SCALE



EXHIBIT "A"
ANTHEM AT MERRILL RANCH
UNIT 9 CFD BOUNDARY
SHEET 2 OF 3

ISSUE DATE: APRIL 1, 2013



S52°53'06"E 156.81'
 N32°24'40"E 334.92'
 N32°24'40"E 67.00'
 N57°35'20"W 118.54'
 R=50.00'
 L=80.52'
 Δ=92°15'50"
 TAN=52.02'
 N32°24'40"E 173.17'
 N32°24'40"E 85.22'
 N09°56'16"E 60.35'
 S79°06'05"W 115.00'
 N32°24'40"E 115.15'
 N26°56'41"E 123.51'
 R=50.00'
 L=105.78'
 Δ=121°13'10"
 TAN=88.77'
 N35°18'29"E 118.10'
 N19°29'58"E 66.03'
 N11°43'18"E 66.03'
 N02°53'35"E 114.23'
 N87°06'25"W 115.00'
 CENTER 1/4 COR SEC 24
 FND 1/2" RB, LS 13021
 S57°35'20"E 205.00'
 S32°24'40"W 115.00'
 S57°35'20"E 159.00'
 S32°24'40"W 115.00'
 R=50.00'
 L=69.19'
 Δ=79°17'14"
 TAN=41.43'
 S57°35'20"E 108.77'
 S89°34'05"W 783.05'
 S32°24'40"W 130.00'
 N57°35'20"W 9.50'
 S32°24'40"W 255.42'
 S41°17'10"W 178.98'
 S39°13'13"W 127.82'
 S35°18'29"W 227.00'
 S88°42'23"W 2590.82'
 S30°30'20"W 101.80'
 S06°42'05"W 102.24'
 N87°06'25"W 115.50'
 N87°06'25"W 100.00'
 NE COR SEC 24
 FND GLO BC,
 BENT NORTH
 1925.06'
 COR TO NE COR, SEC 24
 714.71'
 N00°25'55"W 2639.77' (B0B-E1/4 COR TO NE COR, SEC 24)
 EAST 1/4 COR SEC 24
 FND 3" AC, LS 11893



NOT TO SCALE

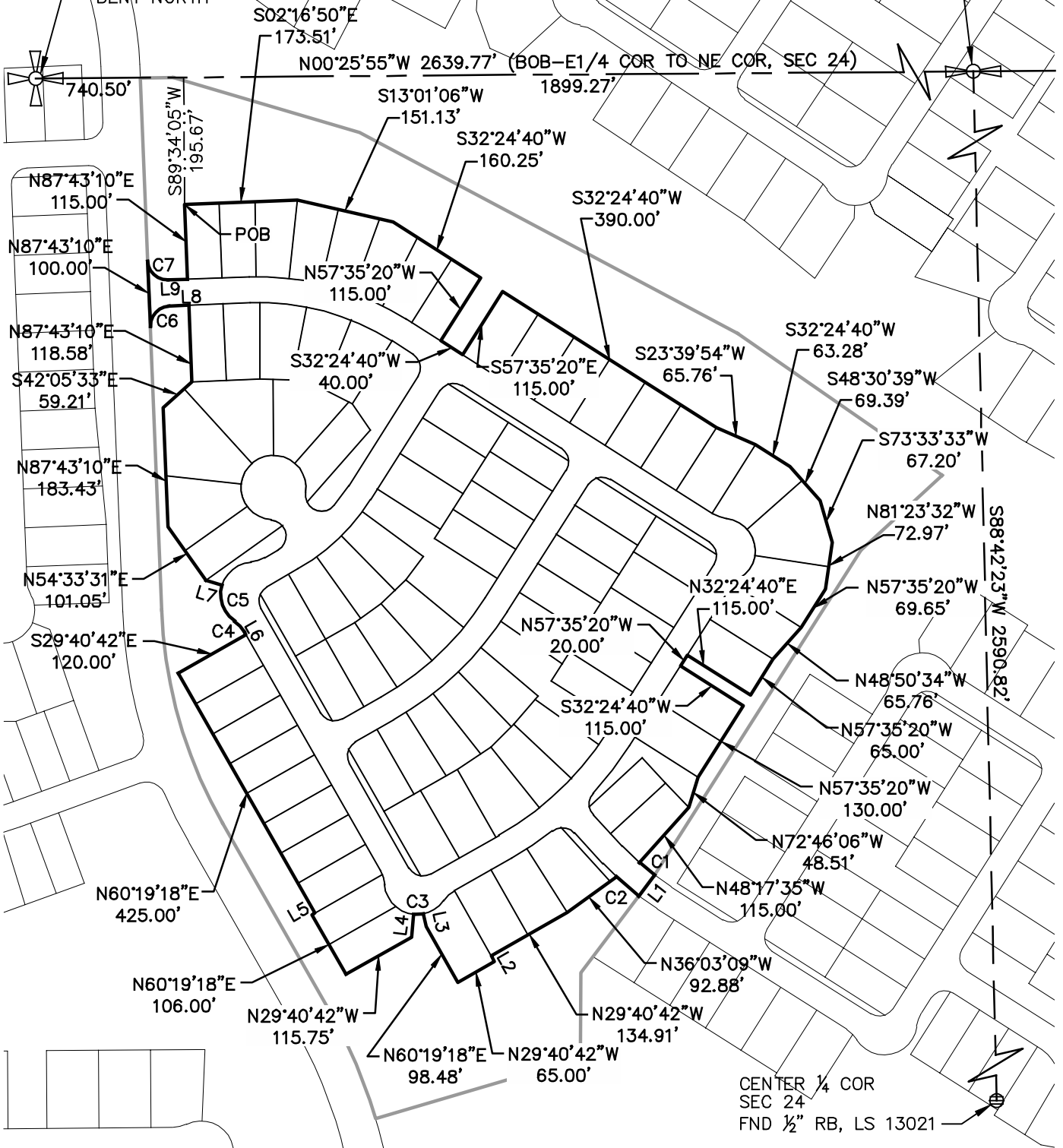


EXHIBIT "A"
ANTHEM AT MERRILL RANCH
UNIT 22A CFD BOUNDARY
 SHEET 2 OF 2

ISSUE DATE: DEC. 11, 2012

NE COR SEC 24
FND GLO BC,
BENT NORTH

EAST 1/4 COR SEC 24
FND 3" AC, LS 11893



CENTER 1/4 COR
SEC 24
FND 1/2" RB, LS 13021

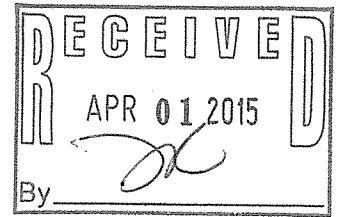


NOT TO SCALE



EXHIBIT "A"
ANTHEM AT MERRILL RANCH
UNIT 22B CFD BOUNDARY

SHEET 2 OF 2



Memorandum

To: Charles Montoya, Town Manager
Through Town Council

From: Katherine Kaiser, Magistrate

Date: April 1, 2015

I would like to inform you that I will be retiring effective July 1, 2015. While I look forward to enjoying my retirement, I will miss being a part of our team and the Town. Working here has been such a wonderful experience, and will cherish the memories forever. I would like to thank you for all the great opportunities you have given me as an employee of the Town of Florence. I have enjoyed working with and learning from my colleagues for the past 11 years and I am ready to move on to the next phase of my life.

My last official day as Magistrate will be June 2nd, as I will be taking my accrued vacation up to June 30th which will be my last day as a Town of Florence employee.

Council has requested that I assist in finding my replacement. I have an attorney who is interested in giving his all for the Town as a part time Magistrate. He is my pro-tem, as he is familiar with how our Court operates this would make for a smooth transition. He is waiting for Council to accept his application.

The other part of my position is the Court Administrator. This position falls under the umbrella of Human Resources, but have located the perfect person for this position as well.

Again, I have truly enjoyed working for the Town and will miss you all. Look me up if you get in the Heber/Overgaard area.

Sincerely,

Katherine Kaiser

Magistrate



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 9e.

MEETING DATE: April 20, 2015

DEPARTMENT: Administration

STAFF PRESENTER: Lisa Garcia,
Deputy Town Manager/Town Clerk

SUBJECT: Special Event Liquor License Application

- Action**
- Information Only**
- Public Hearing**
- Resolution**
- Ordinance**
 - Regulatory**
 - 1st Reading**
 - 2nd Reading**
- Other**

RECOMMENDED MOTION/ACTION:

Authorization to forward a favorable recommendation to the Arizona Department of Liquor License and Control for the Florence Lions Club's application for a Special Event Liquor License for a fundraiser to be held on April 26, 2015, from 6:30 pm to 8:00 pm, at the McFarland State Park.

BACKGROUND/DISCUSSION:

The application has been submitted after the required time frame. Staff has informed the Arizona Department of Liquor Licenses and Control that the application will be hand carried by the applicant.

The purpose of a Special Event License is to allow charitable, civic, fraternal, political, or religious organizations to sell and serve spirituous liquor for consumption as a fundraiser. Special event licenses may be issued for no more than a cumulative total of ten (10) days in a calendar year. The fee for a Special Event License is \$25 per day, payable to the Arizona Department of Liquor License and Control. The Town Clerk's Office is in possession of a \$25.00 check, which will be forwarded to the Arizona Department of Liquor Licenses upon Council's approval.

FINANCIAL IMPACT:

None

STAFF RECOMMENDATION:

Staff recommends the Council forward a favorable recommendation to the Arizona Department of Liquor Licenses and Control.

ATTACHMENTS:

Application

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix AZ 85007-2934
www.azliquor.gov
(602) 542-5141

FOR DLLC USE ONLY

Event date(s):

Event time start/end:

APPLICATION FOR SPECIAL EVENT LICENSE

Fee= \$25.00 per day for 1-10 days (consecutive)
A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. §44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

SECTION 1 Name of Organization: Florence Lions Club

SECTION 2 Non-Profit/IRS Tax Exempt Number: 94-29-64140

SECTION 3 The organization is a: (check one box only)

- Charitable (501.C) Fraternal (must have regular membership and have been in existence for over five (5) years)
 Religious Civic (Rotary, College Scholarship) Political Party, Ballot Measure or Campaign Committee

SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises?
 Yes No

Name of Business

License Number

Phone (include Area Code)

SECTION 5 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.

- Place license in non-use
 Dispense and serve all spirituous liquors under retailer's license
 Dispense and serve all spirituous liquors under special event
 Split premise between special event and retail location

(If not using retail license, submit a letter of agreement from the agent/owner of the licensed premise to suspend the license during the event. If the special event is only using a portion of premise, agent/owner will need to suspend that portion of the premise.)

SECTION 6 What is the purpose of this event? On-site consumption Off-site (auction) Both

SECTION 7 Location of the Event: McFarland State Park

Address of Location: 24 W. Ruggles Florence AZ 85132
Street City County/State Zip

SECTION 8 Will this be stacked with a wine festival/craft distiller festival? Yes No

SECTION 9 Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: Beatty Elizabeth Ann 11/04/1964
Last First Middle Date of Birth

2. Applicant's mailing address: PO Box 2207 Florence AZ 85132
Street City State Zip

3. Applicant's home/cell phone: (520) 463-2214 705-0250 Applicant's business phone: (520) 510-9811

4. Applicant's email address: beatty.beth@gmail.com

SECTION 10

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?
 Yes No (If yes, attach explanation.)

2. How many special event licenses have been issued to this location this year? 01
 (The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

3. Is the organization using the services of a promoter or other person to manage the event? Yes No
 (If yes, attach a copy of the agreement.)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name Greater Florence Chamber of Commerce Percentage 75%
 Address 24 W. Ruggles Florence AZ 85132
Street City State Zip

Name Florence Lions Club Percentage 25%
 Address PO Box 2207 Florence AZ 85132
Street City State Zip

5. Please read A.R.S. §4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.

"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?
 (List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

_____ Number of Police _____ Number of Security Personnel Fencing Barriers

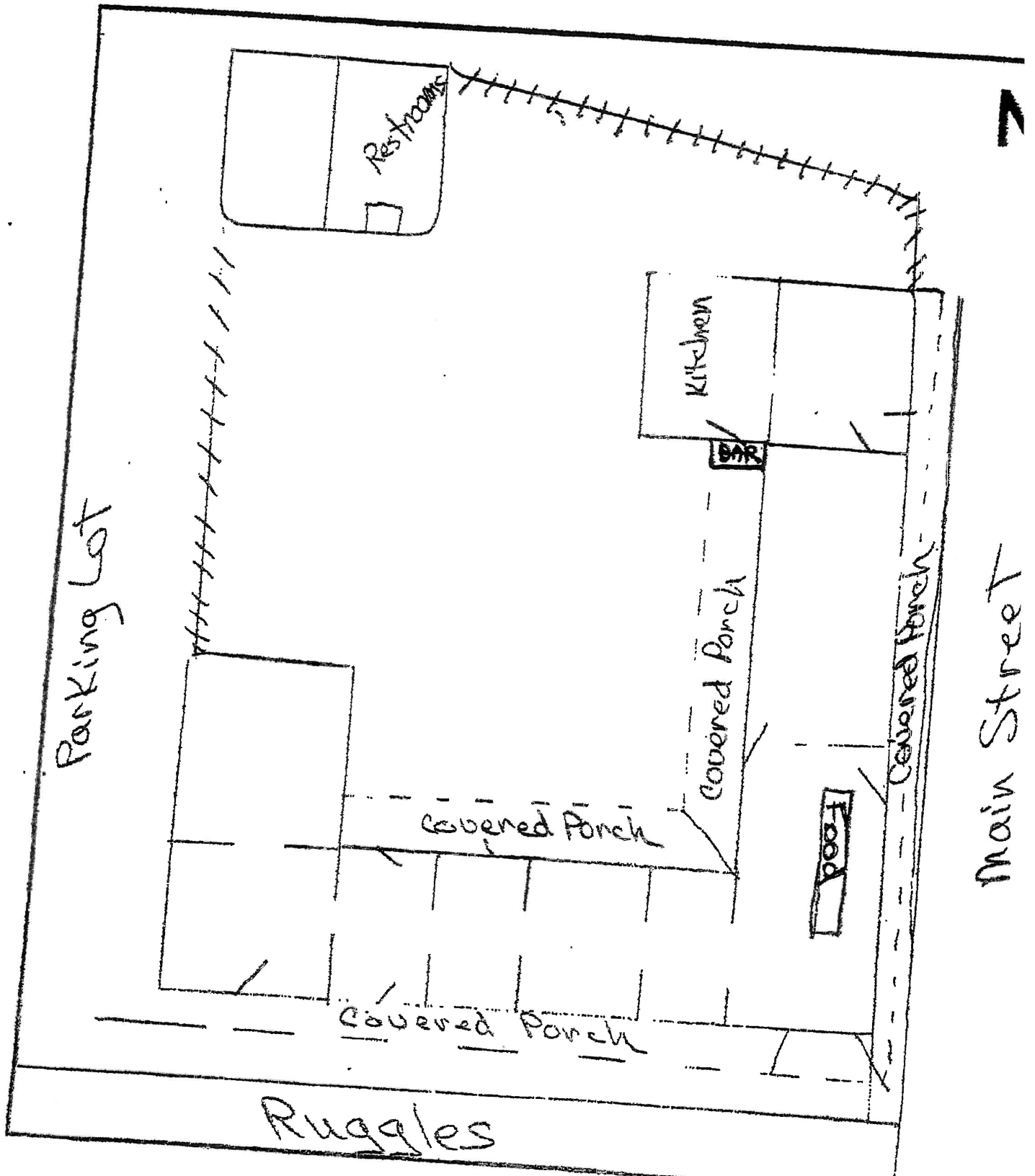
Explanation: Inside McFarland Building / Rear Deck

SECTION 11 Date(s) and Hours of Event. May not exceed 10 consecutive days.
 See A.R.S. §4-244(15) and (17) for legal hours of service.

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>04/26/15</u>	<u>Sunday</u>	<u>6:00pm</u>	<u>8:00pm</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security position)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



SECTION 13 This section is to be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

I, Elizabeth A. Beatty declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON
(Print full name)

appointing the applicant listed in Section 9, to apply on behalf of the foregoing organization for a Special Event Liquor License.

x Elizabeth A. Beatty President 4/14/2015 520-705-0250
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 14 April 2015
Day Month Year

State Arizona County of Pinal

My Commission Expires on: 7-4-16 Stephanie Lamas
Date Signature of Notary Public

STEPHANIE LAMAS
 Notary Public - State of Arizona
 PINAL COUNTY
 My Commission Expires July 4, 2016

SECTION 14 This section is to be completed only by the applicant named in Section 9.

I, Elizabeth A. Beatty declare that I am the APPLICANT filing this application as
(Print full name)

listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

x Elizabeth A. Beatty President 4/14/2015 520-705-0250
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 14 April 2015
Day Month Year

State Arizona County of Pinal

My Commission Expires on: 7-4-16 Stephanie Lamas
Date Signature of Notary Public

STEPHANIE LAMAS
 Notary Public - State of Arizona
 PINAL COUNTY
 My Commission Expires July 4, 2016

The local governing body may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf.

SECTION 15 Local Governing Body Approval Section

I, _____ recommend APPROVAL DISAPPROVAL
(government official) (Title)

on behalf of _____, _____, _____
(City, Town, County) Signature Date Phone

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

APPROVAL DISAPPROVAL BY: _____ DATE: _____



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM
9f.

MEETING DATE: April 20, 2015

DEPARTMENT: Administration

STAFF PRESENTER: Lisa Garcia,
Deputy Town Manager/Town Clerk

SUBJECT: Special Event Liquor License Application

- Action**
- Information Only**
- Public Hearing**
- Resolution**
- Ordinance**
 - Regulatory**
 - 1st Reading**
 - 2nd Reading**
- Other**

RECOMMENDED MOTION/ACTION:

Authorization to forward a favorable recommendation to the Arizona Department of Liquor License and Control for the Greater Florence Chamber of Commerce's application for a Special Event Liquor License for their First Thursday event to be held on May 7, 2015, from 4:30 pm to 6:30 pm, at the Florence Chamber of Commerce facility.

BACKGROUND/DISCUSSION:

The purpose of a Special Event License is to allow charitable, civic, fraternal, political, or religious organizations to sell and serve spirituous liquor for consumption as a fundraiser. Special event licenses may be issued for no more than a cumulative total of ten (10) days in a calendar year. The fee for a Special Event License is \$25 per day, payable to the Arizona Department of Liquor License and Control. The Town Clerk's Office is in possession of a \$25.00 check, which will be forwarded to the Arizona Department of Liquor Licenses upon Council's approval.

FINANCIAL IMPACT:

None

STAFF RECOMMENDATION:

Staff recommends the Council forward a favorable recommendation to the Arizona Department of Liquor Licenses and Control.

ATTACHMENTS:

Application

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix AZ 85007-2934
www.azliquor.gov
(602) 542-5141

FOR DLLC USE ONLY

Event date(s):

Event time start/end:

APPLICATION FOR SPECIAL EVENT LICENSE

Fee= \$25.00 per day for 1-10 days (consecutive)

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. §44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

SECTION 1 Name of Organization: The Greater Florence Chamber of Commerce

SECTION 2 Non-Profit/IRS Tax Exempt Number: 86-0683213

SECTION 3 The organization is a: (check one box only)

- Charitable (501.C) Fraternal (must have regular membership and have been in existence for over five (5) years)
 Religious Civic (Rotary, College Scholarship) Political Party, Ballot Measure or Campaign Committee

SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises?

- Yes No

Name of Business

License Number

Phone (include Area Code)

SECTION 5 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.

- Place license in non-use
 Dispense and serve all spirituous liquors under retailer's license
 Dispense and serve all spirituous liquors under special event
 Split premise between special event and retail location

(If not using retail license, submit a letter of agreement from the agent/owner of the licensed premise to suspend the license during the event. If the special event is only using a portion of premise, agent/owner will need to suspend that portion of the premise.)

SECTION 6 What is the purpose of this event? On-site consumption Off-site (auction) Both

SECTION 7 Location of the Event: Florence Chamber of Commerce

Address of Location: 24 W. Ruggles Florence AZ 85132
Street City County/State Zip

SECTION 8 Will this be stacked with a wine festival/craft distiller festival? Yes No

SECTION 9 Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: Gilloon James 01/30/1957
Last First Middle Date of Birth

2. Applicant's mailing address: PO Box 929 Florence AZ 85132
Street City State Zip

3. Applicant's home/cell phone: (602) 785-2538 Applicant's business phone: (520) 868-9433

4. Applicant's email address: florencechamber@gmail.com

SECTION 10

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?
 Yes No (If yes, attach explanation.)

2. How many special event licenses have been issued to this location this year? 4
 (The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

3. Is the organization using the services of a promoter or other person to manage the event? Yes No
 (If yes, attach a copy of the agreement.)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name Florence Chamber of Commerce Percentage 100%
 Address _____
Street City State Zip

Name _____ Percentage _____
 Address _____
Street City State Zip

5. Please read A.R.S. §4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.
Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?
 (List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

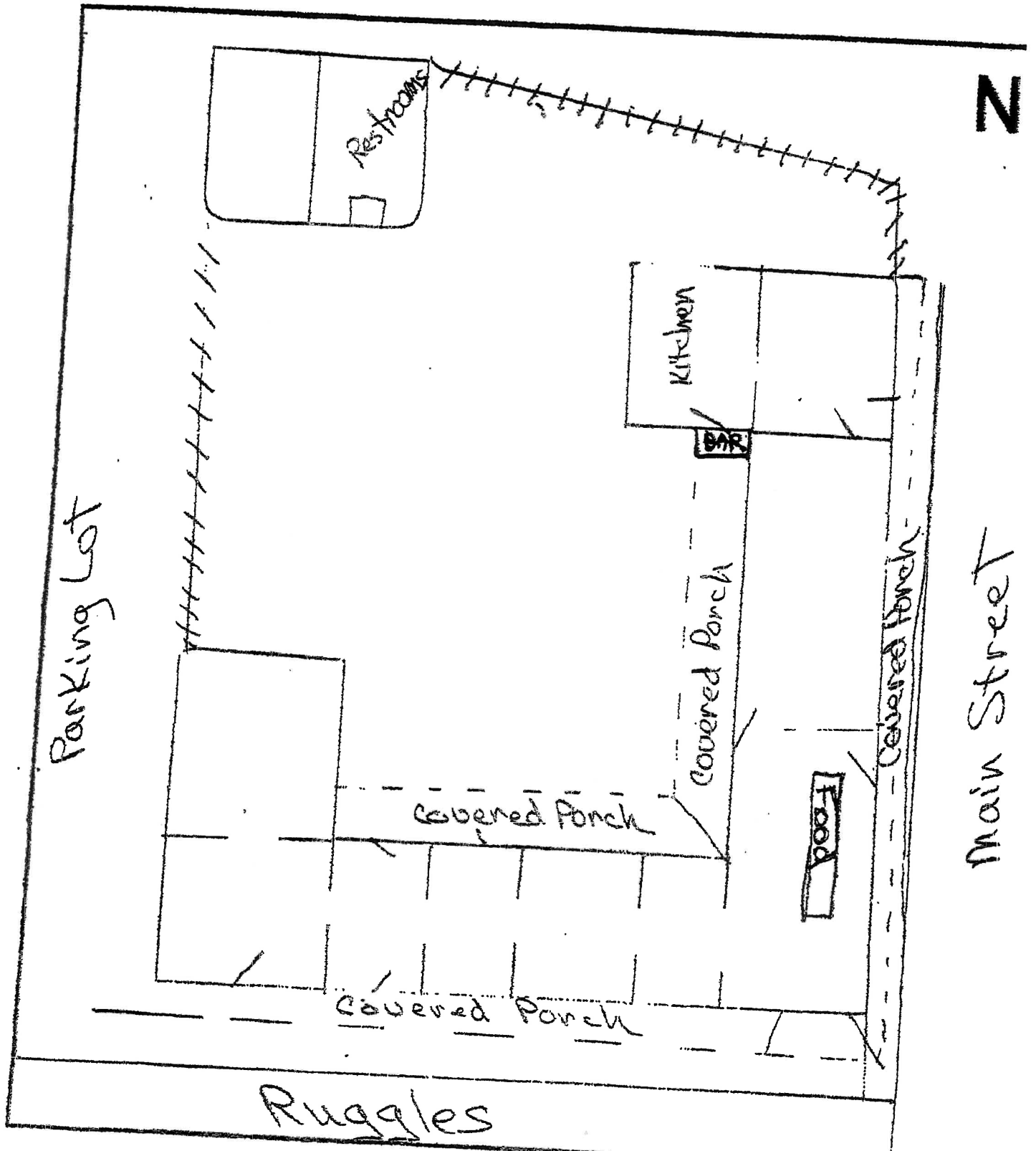
_____ Number of Police _____ Number of Security Personnel Fencing Barriers
 Explanation: Picket Fence surrounds North & West

SECTION 11 Date(s) and Hours of Event. May not exceed 10 consecutive days.
 See A.R.S. §4-244(15) and (17) for legal hours of service.

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>May 7, 2015</u>	<u>Thursday</u>	<u>4:30pm</u>	<u>6:30pm</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



SECTION 13 This section is to be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

I, James Gresson declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON
(Print full name)

appointing the applicant listed in Section 9, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X [Signature] Title/ Position EXECUTIVE DIR. Date 4/6/15 Phone # 520-868-8433
(Signature)

The foregoing instrument was acknowledged before me this 6 Day April Month 2015 Year

State AZ County of Pinal

My Commission Expires on: 7-4-16 Date

[Signature] Signature of Notary Public

STEPHANIE LAMAS
 Notary Public - State of Arizona
 PINAL COUNTY
 My Commission Expires July 4, 2016

SECTION 14 This section is to be completed only by the applicant named in Section 9.

I, JAMES GRESSON declare that I am the APPLICANT filing this application as
(Print full name)

listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X [Signature] Title/ Position EXECUTIVE DIR. Date 4/6/15 Phone # 520-868-8433
(Signature)

The foregoing instrument was acknowledged before me this 6 Day April Month 2015 Year

State AZ County of Pinal

My Commission Expires on: _____ Date

[Signature] Signature of Notary Public

STEPHANIE LAMAS
 Notary Public - State of Arizona
 PINAL COUNTY
 My Commission Expires July 4, 2016

The local governing body may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf.


SECTION 15 Local Governing Body Approval Section

I, _____ recommend APPROVAL DISAPPROVAL
(government official) (Title)

on behalf of _____
(City, Town, County) Signature Date Phone

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

APPROVAL DISAPPROVAL BY: _____ DATE: _____

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 9g.
MEETING DATE: April 20, 2015 DEPARTMENT: Utilities Department STAFF PRESENTER: John V. Mitchell, Utilities Director SUBJECT: Ratification of emergency repair of Well #1.		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to ratify emergency repair of Well #1 for work completed by Coolidge Engine and Pump LLC, in the amount of \$54,500.59

BACKGROUND/DISCUSSION:

Well #1 began to fail on March 20, 2015 when it was observed that flow was approximately one-half of normal. The well failed completely on the morning of March 28, 2015. Well #1 is critical as it is the only well to provide service to north Florence.

Staff was prepared to implement an emergency response plan should this well fail. The emergency response plan included a pump around system and dismantling and rebuilding of the well; and contacting the Fire Department should emergency action be necessary.

Once the well failed completely, the provisions of the emergency response plan were implemented. Water Movers set up the bypass pump that afternoon. Coolidge Engine and Pump, upon notification of the failure, arrived onsite Monday morning, March 30, 2015 to pull the pump.

Once the well was dismantled and could be inspected it was determined that there were two causes of failure. The first cause was that the pump bowls had numerous holes; more than likely caused by excessive corrosion. These “holes” caused a reduction in flow to half normal flow. The second cause of failure was the shearing of the pump shaft. This second failure resulted in total failure of the well.

The well has been completed and returned to service.

FINANCIAL IMPACT:

The emergency justification form is attached, \$54,500.59 will be paid from the Water Utility Fund.

STAFF RECOMMENDATION:

Staff recommends ratification of emergency repair of Well 1.

ATTACHMENTS:

Emergency Purchase Justification Form
Bid Tabulation Sheet
Quote



TOWN OF FLORENCE
UTILITIES DEPARTMENT
425 E. RUGGLES STREET
P.O. BOX 2670
FLORENCE, AZ 85132
PHONE: 520-868-8325
FAX: 520-868-8326

MEMORANDUM

To: Michael Farina, Finance Director
From: Timm Wainscott, Utility Superintendent
Date: 3/20/2015
Re: Well # 1 Rebuild

Due to the unforeseen failure at Well # 1 the Utilities Department must take action to prevent loss of water services to the entire North Florence area.

The pumping capabilities of the well are now half of what the well is designed to pump. We have an emergency bypass pump around plan that we will put into place which will enable us to supply water to our customers while the repairs on the well are being completed. This plan includes the rental of a portable pump. In order to keep rental costs down and downtime at a minimum we recommend Coolidge Engine and Pump for the necessary repairs on the well. This company has previous experience and knowledge of the conditions of this particular well that is an important factor that should be taken into consideration for this project.

Town of Florence
Sole Source/Emergency Purchase Justification
Purchases over \$1,000

Page 1 of 2

Note: Exemption from competitive bidding is allowed only in the existence of an emergency or when it is clearly determined to be impractical to procure through the competitive bidding process. The department director shall submit this form to the Town Manager for approval before procuring materials or services.

Vendor Name: Coolidge Engine & Pump, LLC Date 3/24/2015

Commodity (general description) Emergency repair of Well #1 pump assembly

Dollar Amount \$54,500.59 (If over \$10,000, must go to Town Council for approval)

Sole Source

Check all entries that apply:

- Purchase Request is made to the original manufacturer or provider; There are no regional distributors. (Item * must also be checked.)
- Purchase Request is made to the only area distributor of the original manufacturer or provider. (Item * must also be checked.)
- This is the only known item that will meet the specialized needs of the department or perform the intended functions.
- Parts/equipment are not interchangeable with similar parts of another manufacturer.
- Parts/equipment are required from this vendor to provide standardization.
- The elements of time and, therefore, cost to the town override the potential cost savings realized through standard purchasing procedures.
- None of the above apply. Detailed explanation for sole source request is contained in the attached memorandum.

Emergency

Check all entries that apply. At least two of the following conditions must be met:

- Human life is in danger
- A natural disaster or act of God requires immediate action.
- An unanticipated circumstance poses a threat to city property.
- A situation exists where work on a specific project will stop or be adversely affected unless immediate action is taken.

Justification: See attached justification.

On the basis of the foregoing, I recommend competitive procedures be waived and the material or service be procured as a sole source or emergency purchase as indicated above.

Signature of Department Director

Date 3/24/2015

Review by Finance Director

Date 3/24/15

Approved by Town Manager

Date 3/24/15

Exhibit E

Town of Florence
Bid Tabulation Sheet

General Ledger Account Number 051-574-211

Date Prepared 20-Mar-15

Prepared By Joy Jonas

Verbal (only allowed when \$5,000 of less)

Written/Fax (mandatory when over \$5,000; attach bids)

Formal Sealed Bid: # _____ Title _____ Opening Date _____ Opening Time _____

Comments:

Due to the unforeseen failure at Well #1 the Utilities Department must take action to prevent loss of water services to the entire North Florence area. The pumping capabilities of the well are now half of what the well is designed to pump. We have an emergency bypass pump around plan that we will put into place which will enable us to supply water to our customers while the repairs on the well are being completed. This plan includes the rental of a portable pump. In order to keep rental costs down and downtime at a minimum we recommend Coolidge Engine and Pump for the necessary repairs on the well. This company has previous experience and knowledge of the conditions of this particular well that is an important factor that should be taken into consideration for this project.

Vendor name Contact Person Phone/Fax	Payment Terms (Discount?)	Availability	Who Pays Shipping?	Unit Price	Extended Price	Comments
1 Coolidge Engine & Pump LLC Phone 520-723-4556 Fax 520-723-4556					\$54,500.59	
2 Empire Pump Corporation Phone 602-254-6154 Fax 602-254-2261					\$53,978.00	
3 The Pump Company Partnership, LLC Phone 623-327-1200 Fax 623-386-7776					\$59,879.49	

Attach additional page(s), if necessary

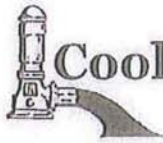
Vendor Selected Coolidge Engine and Pump, LLC Address PO Box 957, 4057 Wilshire Ave, Coolidge, AZ 85128

Justification (if not lowest price) Per Policy - Local Preference Also Applies Only 1% Variance.
Coolidge Engine and Pump has previous experience and knowledge of the conditions of this particular well that is an important factor that should be taken into consideration for this project.

Department Head Approval [Signature] Date 3/20/2015
 Finance Director Approval [Signature] Date 3/24/15
 Town Manager Approval _____ Date _____

3/20/2015+1^

*If over \$25,000, must go to Town Council for approval.
Attach this approved for to purchase request with written quotes, if applicable.



Coolidge Engine & Pump, LLC

Quote

DATE: MARCH 9, 2015


ATTN: JASON JOYNES
Town of Florence
P. O. Box 2670
Florence, AZ 85132

RE: Quote "Not To Exceed" For Repair Of Well #1

QTY	ITEM	DESCRIPTION	LINE TOTAL
<i>The prices listed on the previous estimate are for 20' sections; do to the unknown amount needed.</i>			
<i>The following total amount would be worst case, should all column need to be replaced</i>			
1	SV12C-10	Bowl Assembly 1400 GPM @ 640' TDH	11,652.51
440'	3/4"	SCH40 PVC Sounding Line	154.00
22	10" x 20'	Butt Column Pipe	15,428.60
22	3 x 1 15/16 x 20'	Peerless Tube And Shaft Assembly	21,270.48
8	3" x 10"	Rubber Centering Spider	117.00
1	3" x 29"	Stretch Tube	199.00
1	1 15/16 x 80"	Head Shaft (If Needed)	199.00
1		Banding And Buckles	<u>85.00</u>
			49,105.59
SCOPE OF WORK			
		Labor To Pull	1,260.00
		Labor To Install	1,960.00
		Material Transportation	560.00
		Machine Work	200.00
		Shop Labor To Prep Parts For Installation	<u>240.00</u>
			4,220.00
OUTSIDE LABOR - Longmire Well Service			
1	1st	Well Video	700.00
	Note:	Should the well need any repairs or cleaning, the cost would need to Be addressed after the Video Inspection.	

This quote is not to exceed, and is based on known pump and well conditions. Should we find anything needing Attention, that is outside the noted scope of work, all work will cease until the issue can be discussed by all Involved, to assure a satisfactory solution.

Parts	49,105.59
Labor	4,220.00
Longmire Well Service	700.00
Freight	375.00
Fuel Surcharge	100.00
Total	54,500.59

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 9h.
MEETING DATE: April 20, 2015 DEPARTMENT: Community Development STAFF PRESENTER: Mark Eckhoff, AICP Community Development Director SUBJECT: Resolution No. 1507-15: Final Plat of Merrill Ranch Unit 53		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <ul style="list-style-type: none"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1507-15: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE FINAL PLAT FOR MERRILL RANCH UNIT 53; REQUIRING THE PROVISION OF AN INFRASTRUCTURE IMPROVEMENT ASSURANCE OR WITHHOLDING OF RECORDATION TO SECURE THE SATISFACTORY CONSTRUCTION, INSTALLATION AND DEDICATION OF REQUIRED IMPROVEMENTS; ESTABLISHING A DEADLINE FOR REQUIRED IMPROVEMENTS TO BE COMPLETED; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

BACKGROUND/DISCUSSION:

Pulte Homes requests approval of this proposed subdivision located within the Merrill Ranch Planned Unit Development (PUD). This portion of the Merrill Ranch PUD is located directly south of the Anthem at Merrill Ranch PUD. The Merrill Ranch PUD was amended in 2013 from commercial/employment to residential in order for Pulte Homes to expand future phases of the Parkside community into this area.

This subdivision includes 172 single-family residential lots and three access points into the subdivision. The north access point will connect with American Way. The east access point will connect with Constitutional Way. The south access point will connect to a future roadway. The typical lot varies between 45'x115' (5,175 square feet (SF)) and 65'x115' (7,475 SF). Lot sizes will range between 5,151 SF to 16,954 SF due to unit configuration.

The proposed density of this subdivision is 4.1 dwelling units per acre. This subdivision expands the current and planned network of green belts and walking trails for Anthem at Merrill Ranch with 8.4 acres dedicated to open space within the community.

The Preliminary Plat for Unit 53 was approved by the Planning and Zoning Commission on January 15, 2015. All planned subdivision improvements have been approved by the Town Engineer and Fire Marshall and will be constructed to Town specifications. Street names and addresses have been approved by the Town's GIS Coordinator. Water and sewer infrastructure will be provided by Johnson Utilities.

FINANCIAL IMPACT:

Pulte Homes will construct the roadways within this subdivision to Town standards. The Town will maintain the roadways after the end of the construction warranty period.

Development of this subdivision allows for continued rooftop development and population growth within the Town of Florence, which subsequently will facilitate new employment and commercial opportunities.

RECOMMENDATION:

Motion to adopt Resolution No. 1507-15 for the Final Plat of Merrill Ranch Unit 53.

ATTACHMENTS:

Resolution No. 1507-15
Final Plat for Merrill Ranch Unit 53

RESOLUTION NO. 1507-15

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE FINAL PLAT FOR MERRILL RANCH UNIT 53; REQUIRING THE PROVISION OF AN INFRASTRUCTURE IMPROVEMENT ASSURANCE OR WITHHOLDING OF RECORDATION TO SECURE THE SATISFACTORY CONSTRUCTION, INSTALLATION AND DEDICATION OF REQUIRED IMPROVEMENTS; ESTABLISHING A DEADLINE FOR REQUIRED IMPROVEMENTS TO BE COMPLETED; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

BE IT RESOLVED by the Mayor and Council of the Town of Florence, Arizona, as follows:

1. Approve the Final Plat for Merrill Ranch Unit 53 subject to Developer/Owner's compliance with all applicable laws and ordinances.
2. Require that the Developer/Owner secures its provision of the installation or construction of the required improvements with one of the following alternatives prior to execution of the plat by Town officials and employees and recordation of the Final Plat with the Office of the Pinal County Recorder:
 - a. Provide an infrastructure improvement assurance in an amount of the full cost, as determined by the Town Engineer, of the materials and the installation or construction necessary to complete the subdivision improvements. Said guarantee shall be in the form of a performance bond, an irrevocable letter of credit, or cash funds in escrow or on deposit with the Town prior to recording of the Final Plat. The required improvements for which the guarantee is provided must be completed within 12 months of recordation of the Final Plat or the Town may, without further Council action, declare the financial guarantee to be in default, call on the guarantee, and require that all the improvements be installed; or
 - b. At the request of the Developer/Owner, the Developer/Owner shall enter into an agreement which shall require completion of the required improvements no later than twelve months from the date this Final Plat is approved herein and the Town Community Development Director shall withhold recordation of the Final Plat in the Office of the Pinal County Recorder until the Town Engineer has verified such completion. If Developer/Owner does not complete the improvements within 12 months of this approval, the approval shall expire and be deemed withdrawn; or
 - c. The Town of Florence may allow the Final Plat to be recorded prior to the completion of required subdivision improvements and without the provision of a financial subdivision assurance if the Town and subdivision homebuilder mutually agree to withhold the Certificate of

Occupancy for all homes within the subdivision until all subdivision improvements are completed and accepted by the Town of Florence.

3. Authorize execution by the Town Manager of any documentation necessary to provide the above-referenced infrastructure improvement assurance and/or agreement requiring completion of the public improvements.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this 20th day of April 2015.

Tom J. Rankin, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE WEST HALF OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 30 (45 REBAR WITH 2" ALUMINUM CAP, MARK'D LS 21065, FOUND) FROM WHICH THE WEST QUARTER CORNER OF SECTION 30 (3" GLO BRASS CAP "1928", FOUND) BEARS SOUTH 00 DEGREES 25 MINUTES 29 SECONDS EAST (BASIS OF BEARING) A DISTANCE OF 2644.96 FEET, ALSO FROM THE NORTHWEST CORNER, THE NORTH QUARTER CORNER OF SECTION 30 (46 REBAR WITH 2" ALUMINUM CAP, MARK'D LS 21065, FOUND) BEARS SOUTH 89 DEGREES 54 MINUTES 48 SECONDS EAST, A DISTANCE OF 2648.09 FEET;

THENCE SOUTH 00 DEGREES 25 MINUTES 29 SECONDS EAST, A DISTANCE OF 1322.48 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH 89 DEGREES 55 MINUTES 50 SECONDS EAST, A DISTANCE OF 1268.04 FEET;

THENCE SOUTHERLY, AN ARC DISTANCE OF 15.55 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT FROM WHICH THE RADIUS POINT BEARS SOUTH 60 DEGREES 22 MINUTES 03 SECONDS WEST A DISTANCE OF 30.00 FEET, AND HAVING A CENTRAL ANGLE OF 29 DEGREES 42 MINUTES 20 SECONDS;

THENCE SOUTH 00 DEGREES 04 MINUTES 23 SECONDS WEST, A DISTANCE OF 1128.35 FEET;

THENCE SOUTHWESTERLY, AN ARC DISTANCE OF 126.96 FEET ALONG A NON-TANGENT CURVE TO THE LEFT FROM WHICH THE RADIUS POINT BEARS SOUTH 23 DEGREES 30 MINUTES 18 SECONDS EAST A DISTANCE OF 100.00 FEET, AND HAVING A CENTRAL ANGLE OF 72 DEGREES 44 MINUTES 32 SECONDS;

THENCE SOUTH 43 DEGREES 49 MINUTES 47 SECONDS WEST, A DISTANCE OF 80.20 FEET;

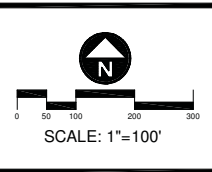
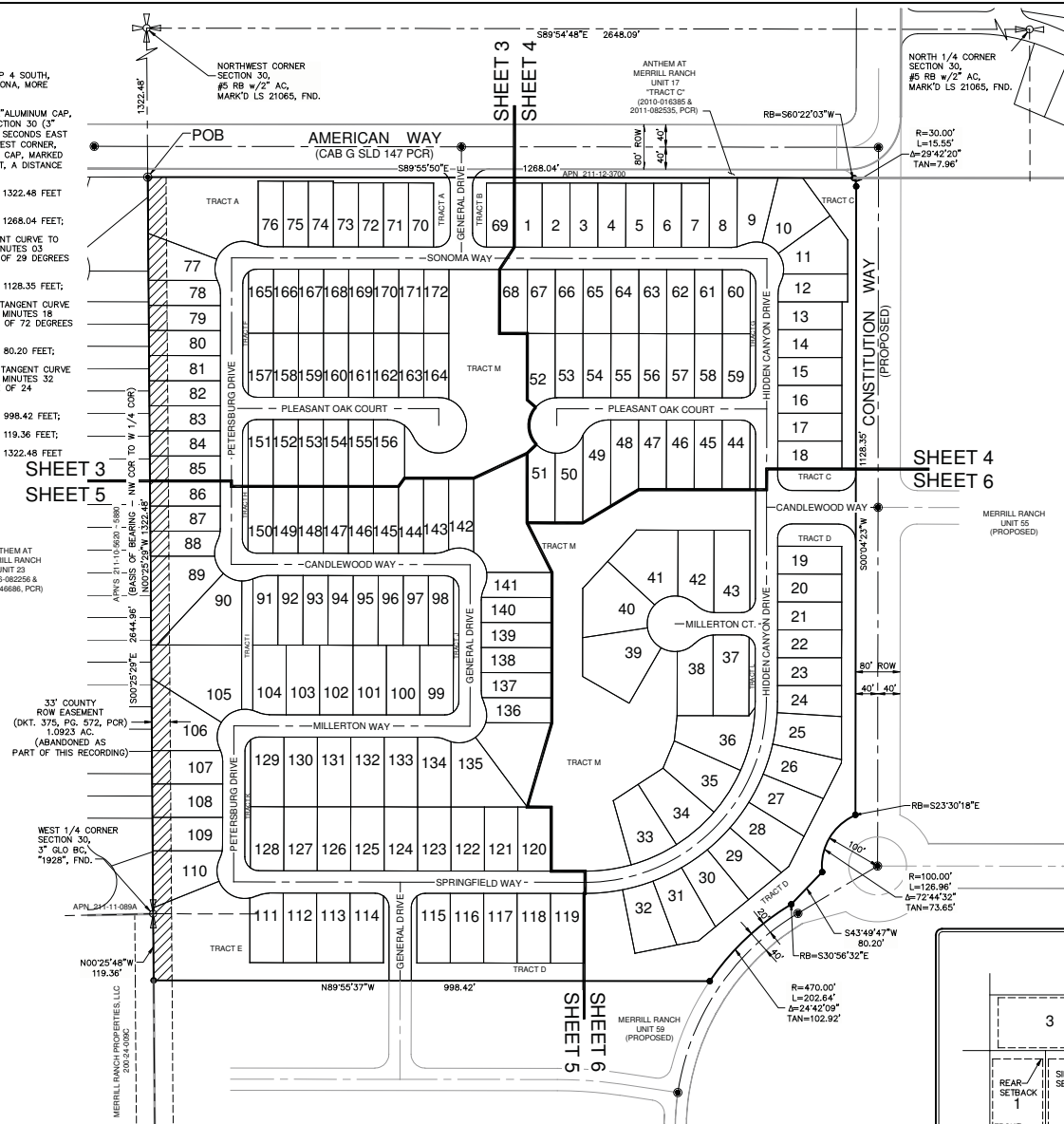
THENCE SOUTHWESTERLY, AN ARC DISTANCE OF 202.64 FEET ALONG A NON-TANGENT CURVE TO THE LEFT FROM WHICH THE RADIUS POINT BEARS SOUTH 30 DEGREES 56 MINUTES 32 SECONDS EAST, A DISTANCE OF 470.00 FEET, AND HAVING A CENTRAL ANGLE OF 24 DEGREES 42 MINUTES 09 SECONDS;

THENCE NORTH 89 DEGREES 55 MINUTES 37 SECONDS WEST, A DISTANCE OF 998.42 FEET;

THENCE NORTH 00 DEGREES 25 MINUTES 29 SECONDS WEST, A DISTANCE OF 119.36 FEET;

THENCE NORTH 00 DEGREES 25 MINUTES 29 SECONDS WEST, A DISTANCE OF 1322.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 41.0435 ACRES, MORE OR LESS.



RECORDER

STATE OF ARIZONA }
COUNTY OF PINAL } SS
I hereby certify that the within instrument is filed in the official records of this County as Filed No. _____ Date: _____ Request of: _____ Witness my hand and official seal: Virginia Ross Pinal County Recorder By: _____ Deputy

SYMBOL LEGEND

- SECTION CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
- QUARTER CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
- CENTERLINE MONUMENT (BRASS CAP, OR AS NOTED)
- 1/2" REBAR & CAP, RLS 43021, SET (UNLESS NOTED OTHERWISE)

LINE LEGEND

- BREAK LINE
- CENTERLINE OF ROADWAY
- EASEMENT LINE
- PLAT BOUNDARY
- PROPERTY LINE
- ROW
- SECTION LINE
- TERMINAL POINT ON ROW INDICATES THAT PORTION OF THE 33' COUNTY ROW EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING.

ABBREVIATIONS

- (AC) ACRE
- ALU ALUMINUM CAP
- BC BRASS CAP
- BO BOY
- BOB BASIS OF BEARING UNIT
- CMU CONCRETE MASONRY UNIT
- DKT DOCKET
- FND FOUND MONUMENT
- GLO GENERAL LAND OFFICE
- LE LANDSCAPE EASEMENT
- LS# LAND SURVEYORS REGISTRATION No.
- M MORE OR LESS
- NO ID NO IDENTIFICATION, (NO LS No.)
- (NR) INDICATES LINE IS NOT RADIAL TO CURVE
- NTS NOT TO SCALE
- PCR PINAL COUNTY RECORDER
- PG PAGE
- POB POINT OF BEGINNING
- PUEF PUBLIC UTILITY FACILITY EASEMENT/ DRAINAGE EASEMENT
- (R) RECORD
- R RANGE LINE No. EAST
- ROW RADIAL BEARING RIGHT OF WAY
- SEC SECTION
- SDC STORM DRAIN EASEMENT
- SLS SLIDE
- SSE SANITARY SEWER EASEMENT
- SOT SIGHT DISTANCE TRIANGLE
- T # S TOWNSHIP LINE No. SOUTH
- TOW TOWN OF FLORENCE
- UNOB UNOBSTRUCTED VIEW TRIANGLE
- VNAE VEHICULAR NON-ACCESS EASEMENT
- WME WALL MAINTENANCE EASEMENT



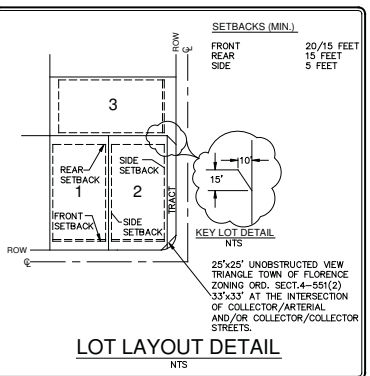
DATE:	FEBRUARY 23, 2016
DESIGNED BY:	MOB
DRAWN BY:	ETS
CHECKED BY:	JHW
PROJECT:	FINAL PLAT
CODE:	
VERSION:	6

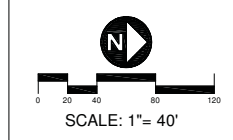
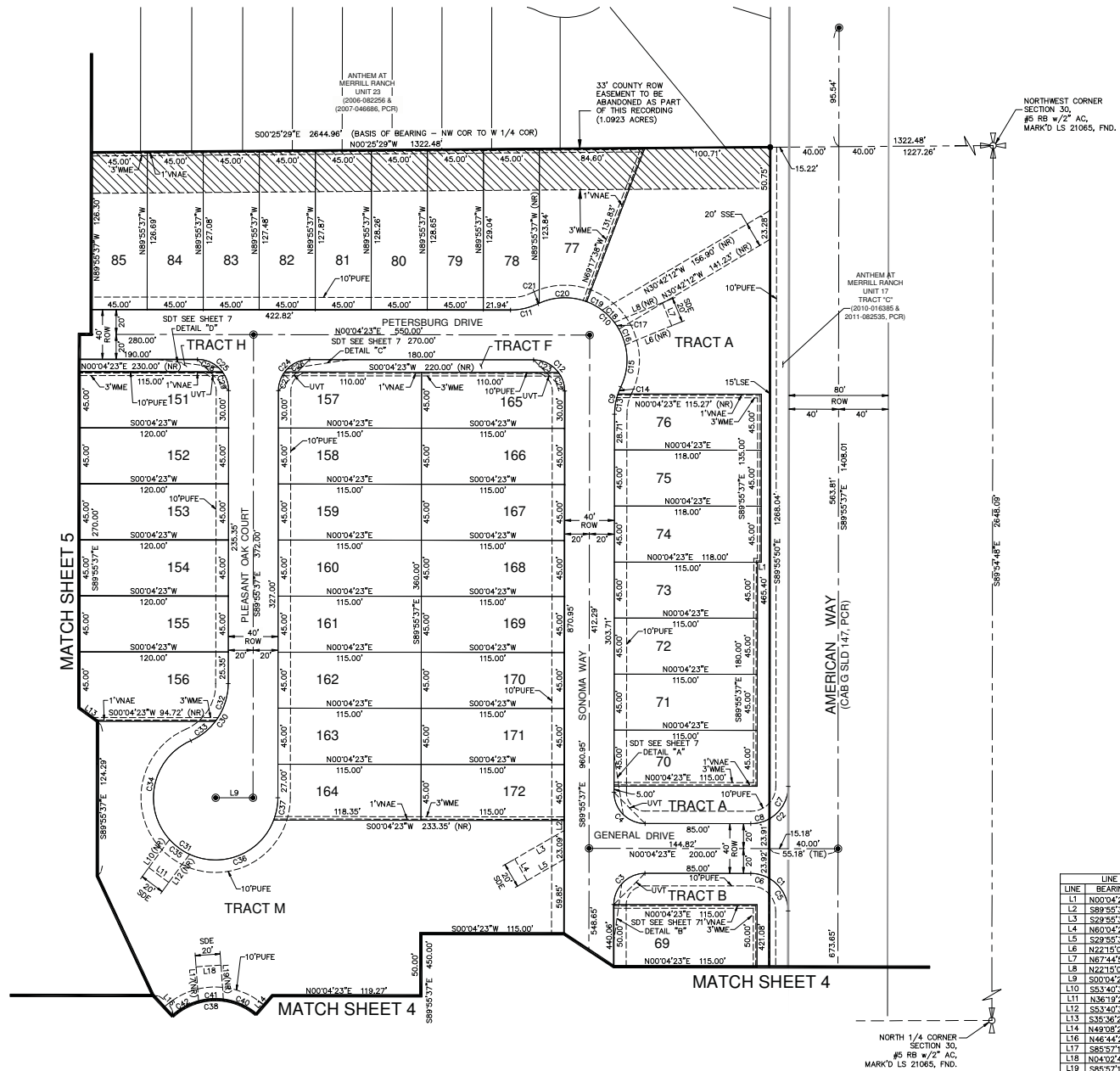
PULTE GROUP MERRILL RANCH FINAL PLAT - UNIT 53

SITUATED WITHIN THE WEST HALF OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

UNIT 53 INDEX MAP SHEET 2 OF 8

ALL RIGHTS RESERVED BY PULTE GROUP INC. 2015. ALL RIGHTS RESERVED BY PULTE GROUP INC. 2015. ALL RIGHTS RESERVED BY PULTE GROUP INC. 2015.





RECORDER

STATE OF ARIZONA }
 COUNTY OF PINAL }
 I hereby certify that the within instrument is filed in the official records of this County as of this date.
 Request of: Virginia Ross
 Witness my hand and official seal: Pinal County Recorder
 Deputy

SYMBOL LEGEND

- SECTION CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
 - QUARTER CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
 - CENTERLINE MONUMENT (BRASS CAP, OR AS NOTED)
 - 1/4 REBAR & CAP, RLS 43021, SET (UNLESS NOTED OTHERWISE)
- LINE LEGEND**
- BREAK LINE
 - CENTERLINE OF ROADWAY
 - EASEMENT LINE
 - PLAT BOUNDARY
 - PROPERTY LINE
 - ROW
 - SECTION LINE
 - TERMINAL POINT ON ROW INDICATES THAT PORTION OF THE 1/4 COUNTY ROW EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING.

ABBREVIATIONS

- (AC) ACRE
- ALU ALUMINUM CAP
- BC BRASS CAP
- B BOG
- (BOB) BASIS OF BEARING
- CMU CONCRETE MASONRY UNIT
- DW SOCKET
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- GLD GENERAL LAND OFFICE
- LS# LAND SURVEYORS REGISTRATION No.
- (M) MEASURED
- NOI NO IDENTIFICATION, (NO LS No.)
- (NR) INDICATES LINE IS NOT RADIAL TO CURVE
- NTS NOT TO SCALE
- PCB PINAL COUNTY RECORDER
- PG PAGE
- POB POINT OF BEGINNING
- PUFE PUBLIC UTILITY FACILITY EASEMENT / DRAINAGE EASEMENT
- R RECORD
- RL RANGE LINE NO. EAST
- ROW RIGHT OF WAY
- SEC SECTION
- SDC STORM DRAIN EASEMENT
- SLD SLIDE
- SSE SANITARY SEWER EASEMENT
- T # S TOWNSHIP LINE No. SOUTH
- TOW TOWN OF FLORENCE
- UVT UNOBSTRUCTED VIEW TRIANGLE
- WAE VEHICULAR NON-ACCESS EASEMENT
- WMA WALL MAINTENANCE EASEMENT

LOT TABLE

LOT NO.	SQ. FT.	ACRES
69	5,750	0.1320
70	5,175	0.1188
71	5,175	0.1188
72	5,175	0.1188
73	5,175	0.1188
74	5,310	0.1219
75	5,310	0.1219
76	5,295	0.1216
77	7,466	0.1714
78	5,175	0.1188
79	5,798	0.1331
80	5,780	0.1327
81	5,763	0.1323
82	5,745	0.1319
83	5,728	0.1315
84	5,710	0.1311
85	5,692	0.1307
151	5,378	0.1234
152	5,400	0.1240
153	5,400	0.1240
154	5,400	0.1240
155	5,400	0.1240
156	6,506	0.1494
157	5,151	0.1183
158	5,175	0.1188
159	5,175	0.1188
160	5,175	0.1188
161	5,175	0.1188
162	5,175	0.1188
163	5,175	0.1188
164	5,195	0.1193
165	5,151	0.1183
166	5,175	0.1188
167	5,175	0.1188
168	5,175	0.1188
169	5,175	0.1188
170	5,175	0.1188
171	5,175	0.1188
172	5,175	0.1188

CURVE TABLE

CURVE LENGTH	RADIUS	DELTA	TANGENT	
C1	47.12'	30.00'	90.00'00"	30.00'
C2	47.12'	30.00'	90.00'00"	30.00'
C3	39.27'	25.00'	90.00'00"	25.00'
C4	39.27'	25.00'	90.00'00"	25.00'
C5	31.62'	30.00'	60.23'42"	17.46'
C6	15.50'	30.00'	29.38'18"	7.93'
C9	22.55'	50.00'	25.50'31"	11.47'
C10	123.84'	50.00'	141.41'02"	143.92'
C11	22.55'	50.00'	25.50'31"	11.47'
C12	39.27'	25.00'	90.00'00"	25.00'
C13	18.60'	50.00'	19.01'10"	8.38'
C14	5.98'	50.00'	6.94'00"	2.98'
C15	14.83'	50.00'	39.54'52"	18.16'
C16	13.61'	50.00'	15.35'51"	6.85'
C17	6.56'	50.00'	7.30'56"	3.28'
C18	13.93'	50.00'	15.98'03"	7.01'
C19	14.15'	50.00'	16.12'51"	7.12'
C20	39.16'	50.00'	44.52'11"	20.64'
C21	1.40'	50.00'	1.36'12"	0.70'
C22	16.09'	25.00'	36.52'12"	8.33'
C23	23.18'	25.00'	53.07'48"	12.50'
C24	39.27'	25.00'	90.00'00"	25.00'
C25	39.27'	25.00'	90.00'00"	25.00'
C26	23.18'	25.00'	53.07'48"	12.50'
C27	16.09'	25.00'	36.52'12"	8.33'
C28	23.18'	25.00'	53.07'48"	12.50'
C29	16.09'	25.00'	36.52'12"	8.33'
C30	57.96'	50.00'	66.25'19"	32.73'
C31	215.04'	50.00'	246.23'19"	76.38'
C32	32.63'	50.00'	37.23'35"	16.92'
C33	26.33'	50.00'	29.01'45"	12.94'
C34	94.80'	50.00'	108.38'08"	69.63'
C35	20.14'	50.00'	23.04'26"	10.21'
C36	81.89'	50.00'	93.38'44"	53.26'
C37	18.41'	50.00'	21.06'01"	9.31'
C38	215.04'	50.00'	246.23'19"	76.38'
C40	29.12'	50.00'	33.22'07"	14.99'
C41	20.14'	50.00'	23.04'26"	10.21'
C42	24.15'	50.00'	27.40'34"	12.32'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N00°04'23"E	3.00'
L2	S89°55'37"E	8.00'
L3	S29°55'37"E	45.77'
L4	N60°04'23"E	20.00'
L5	S29°55'37"E	34.23'
L6	N22°15'04"W	40.44'
L7	N67°44'56"E	20.00'
L8	N22°15'04"W	41.59'
L9	S00°04'23"W	30.00'
L10	S53°40'39"E	28.08'
L11	N36°19'21"E	20.00'
L12	S53°40'39"E	28.08'
L13	S35°36'20"W	18.43'
L14	N49°08'23"W	20.00'
L16	N46°44'29"E	22.86'
L17	S85°57'17"W	28.08'
L18	N04°32'43"W	20.00'
L19	S85°57'17"W	28.08'



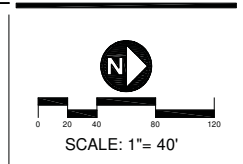
DATE: FEBRUARY 23, 2016
 DESIGNED BY: MGG
 DRAWN BY: BJS
 CHECKED BY: JWW
 PROJECT: FINAL PLAT

PULTE GROUP
MERRILL RANCH
FINAL PLAT - UNIT 53

SITUATED WITHIN THE WEST HALF OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

UNIT 53
LAYOUT
SHEET 3 OF 8

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RECORDER

STATE OF ARIZONA }
 COUNTY OF PINAL }

I hereby certify that the within instrument is filed in the official records of this County as First No. _____ Date: _____

Requester of: _____
 Witness my hand and official seal:
 Virginia Ross Pinal County Recorder
 By: _____ Deputy

SYMBOL LEGEND

- SECTION CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
- QUARTER CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
- EASEMENT LINE
- CENTERLINE MONUMENT (BRASS CAP, OR AS NOTED)
- 1/2" REBAR & CAP, RLS 43021, SET (UNLESS NOTED OTHERWISE)

LINE LEGEND

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- CENTERLINE OF ROADWAY
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- SECTION LINE
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ABBREVIATIONS

(AC) ACRE
 (AL) ALUMINUM CAP
 (BC) BRASS CAP
 (B) BOYD
 (BOB) BASIS OF BEARING UNIT
 (CMU) CONCRETE MASONRY UNIT
 (D) DOCKET
 (GLO) GENERAL LAND OFFICE
 (FND) FOUND MONUMENT
 (L) LAND SURVEYORS REGISTRATION No.
 (M) MEASURED
 (MOR) MORE OR LESS
 (NO) NO IDENTIFICATION, (NO Ls No.)
 (NR) INDICATES LINE IS NOT RADIAL TO CURVE
 (NTS) NOT TO SCALE
 (PCR) PINAL COUNTY RECORDER
 (PG) PAGE
 (POB) POINT OF BEGINNING
 (PUFE) PUBLIC UTILITY FACILITY EASEMENT/
 DRAINAGE EASEMENT
 (R) RANGE LINE, NO. EAST
 (RB) RIGHT OF WAY
 (R) ROW
 (SEC) SECTION No.
 (SDE) STORM DRAIN EASEMENT
 (SLS) SANITARY SEWER EASEMENT
 (SSE) SURVEY DISTANCE TRIANGLE
 (T # S) TOWNSHIP LINE No., SOUTH
 (TOW) TOWNSHIP
 (UVT) UNSTRUCTURED VIEW TRIANGLE
 (VNAE) VEHICULAR NON-ACCESS EASEMENT
 (WAE) WALL MAINTENANCE EASEMENT



BAXTER DESIGN GROUP

DATE: FEBRUARY 20, 2010
 DESIGNED BY: MGG
 DRAWN BY: JWS
 CHECKED BY: JWW
 PROJECT: _____
 CODE: FINAL PLAT

REVISIONS

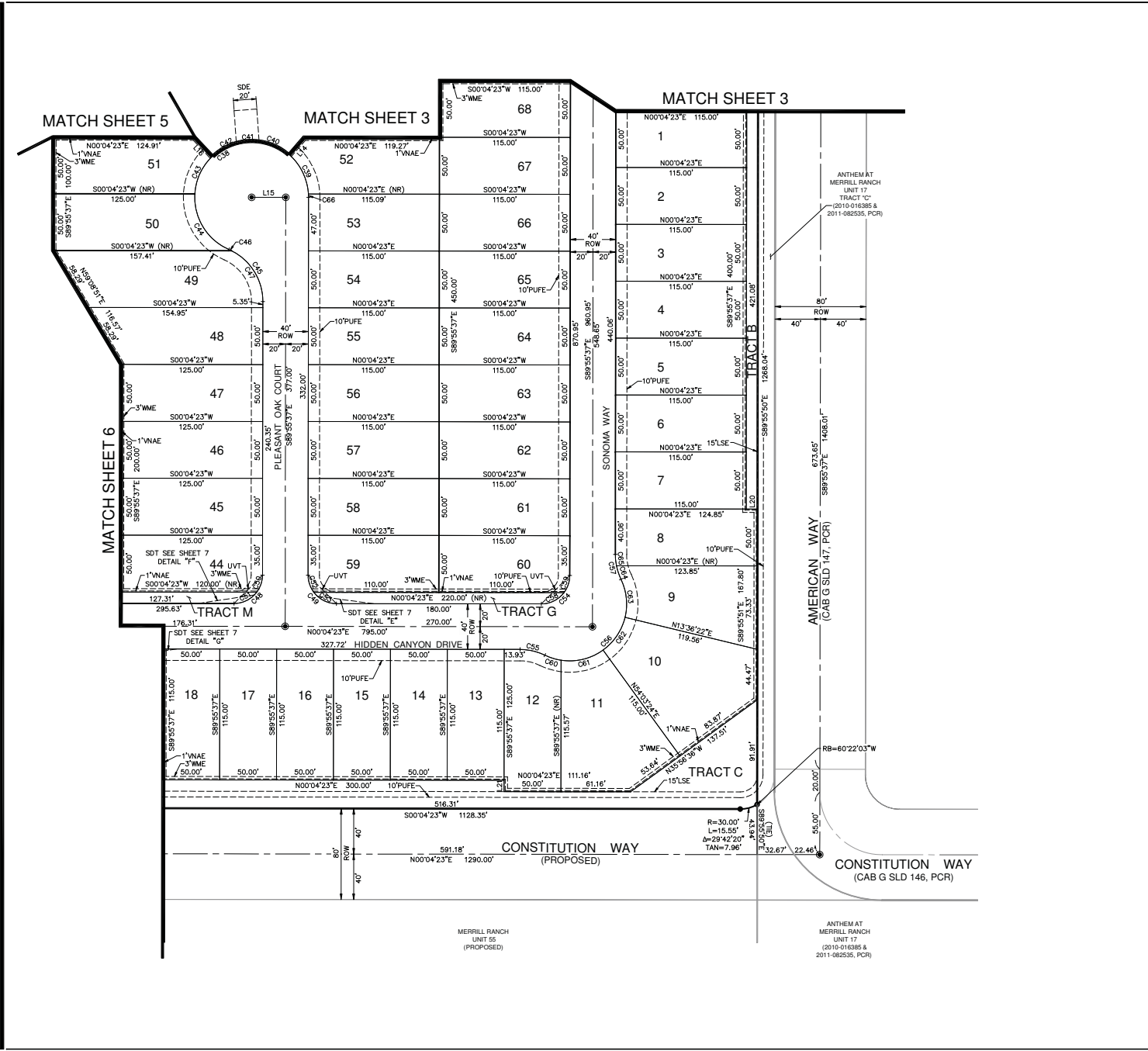
NO.	DATE	DESCRIPTION

PULTE GROUP
MERRILL RANCH
FINAL PLAT - UNIT 53

SITUATED WITHIN THE WEST HALF OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

UNIT 53
LAYOUT
SHEET 4 OF 8

AS PER THE UNIFORM LAND CONVEYANCE ACT (ULCA) 2003, SECTION 7.02 AND 7.03, THIS PLAT IS FILED IN THE OFFICE OF THE PINAL COUNTY RECORDER, PINAL COUNTY, ARIZONA, ON FEBRUARY 20, 2010.



LOT TABLE

LOT NO.	SQ. FT.	ACRES
1	5,750	0.1320
2	5,750	0.1320
3	5,750	0.1320
4	5,750	0.1320
5	5,750	0.1320
6	5,750	0.1320
7	5,750	0.1320
8	6,239	0.1432
9	6,962	0.1598
10	5,750	0.1320
11	8,931	0.2050
12	6,106	0.1402
13	5,750	0.1320
14	5,750	0.1320
15	5,750	0.1320
16	5,750	0.1320
17	5,750	0.1320
18	5,750	0.1320
44	6,226	0.1429
45	6,250	0.1435
46	6,250	0.1435
47	6,250	0.1435
48	6,999	0.1607
49	8,146	0.1870
50	8,466	0.1930
51	6,552	0.1504
52	6,114	0.1404
53	5,750	0.1320
54	5,750	0.1320
55	5,750	0.1320
56	5,750	0.1320
57	5,750	0.1320
58	5,750	0.1320
59	5,726	0.1315
60	6,726	0.1515
61	5,750	0.1320
62	5,750	0.1320
63	5,750	0.1320
64	5,750	0.1320
65	5,750	0.1320
66	5,750	0.1320
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68	5,750	0.1320

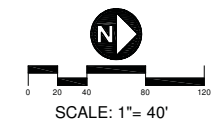
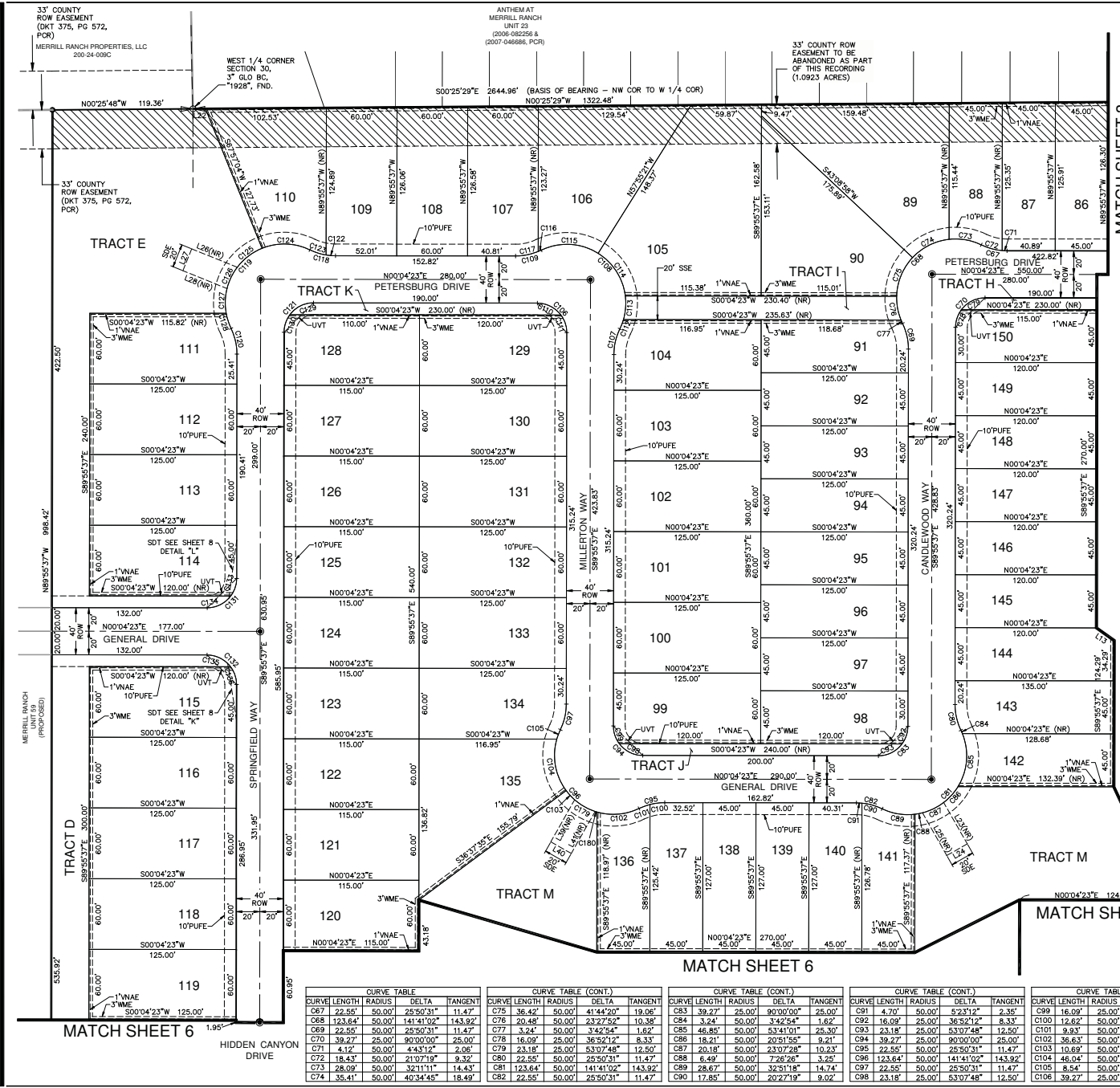
LINE TABLE

LINE	BEARING	DISTANCE
L14	N49°08'23"W	20.00'
L15	S00°04'23"W	30.00'
L16	N46°44'29"E	22.86'
L20	N00°04'23"E	9.85'
L21	S89°55'37"E	10.00'

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	TANGENT
C36	215.04'	50.00'	246.2319'	76.38'
C39	39.94'	50.00'	45.4629'	21.11'
C40	29.12'	50.00'	33.2207'	14.99'
C41	20.14'	50.00'	23.0426'	10.21'
C42	24.15'	50.00'	27.4012'	12.32'
C43	37.72'	50.00'	43.1343'	19.81'
C44	60.97'	50.00'	69.5142'	34.92'
C45	57.96'	50.00'	66.2519'	32.73'
C46	2.28'	50.00'	3.0975'	1.38'
C47	55.20'	50.00'	63.1524'	30.79'
C48	39.27'	25.00'	90°00'00"	25.00'
C49	39.27'	25.00'	90°00'00"	25.00'
C50	16.09'	25.00'	36.5212'	8.33'
C51	23.18'	25.00'	53.0748'	12.50'
C52	16.09'	25.00'	36.5212'	8.33'
C53	23.18'	25.00'	53.0748'	12.50'
C54	39.27'	25.00'	90°00'00"	25.00'
C55	22.55'	50.00'	25.5031'	11.47'
C56	123.64'	50.00'	141.4102'	143.82'
C57	22.55'	50.00'	25.5031'	11.47'
C58	23.18'	25.00'	53.0748'	12.50'
C59	16.09'	25.00'	36.5212'	8.33'
C60	15.00'	50.00'	17.1114'	7.56'
C61	38.98'	50.00'	44.4016'	20.54'
C62	35.30'	50.00'	40.2703'	18.42'
C63	34.36'	50.00'	39.2229'	17.89'
C64	12.55'	50.00'	14.2247'	6.31'
C65	10.00'	50.00'	11.2744'	5.02'
C66	3.00'	50.00'	3.2623'	1.50'

VERSION 6



RECORDER

STATE OF ARIZONA }
COUNTY OF PINAL } SS

I hereby certify that the within instrument is filed in the official records of this County as Free No. _____
Date: _____
Requester of: _____
Witness my hand and official seal:
Virginia Ross Pinal County Recorder
By: _____ Deputy

SYMBOL LEGEND

- SECTION CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
- QUARTER CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
- CENTERLINE MONUMENT (BRASS CAP, OR AS NOTED)
- 1/2 REBAR 8 CAP, RLS 43021, SET (UNLESS NOTED OTHERWISE)

LINE LEGEND

- BREAK LINE
- CENTERLINE OF ROADWAY
- EASEMENT LINE
- PLAT BOUNDARY LINE
- PROPERTY LINE
- SECTION LINE
- TERMINAL POINT ON ROW INDICATES THAT PORTION OF THE 3/4 COUNTY ROW EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING.

ABBREVIATIONS

(AC) ACRE
(AC) ALUMINUM CAP
(BC) BRASS CAP
(BO) BASIS OF BEARING
(CMU) CONCRETE MASONRY UNIT
(FND) FOUND MONUMENT
(GLO) GENERAL LAND OFFICE
(LS) LAND SURVEYORS REGISTRATION No. _____
(M) MEASURED
(M) MORE OR LESS
(NO ID) NO IDENTIFICATION, (NO LS No.) NO LAND SURVEYORS REGISTRATION No.
(NR) NOTED
(NTS) NOT TO SCALE
(P) PINAL COUNTY RECORDER
(PAGE) PAGE
(POB) POINT OF BEGINNING
(PUFE) PUBLIC UTILITY FACILITY EASEMENT / DRAINAGE EASEMENT
(R) RECORD
(R) RANGE LINE, NO. EAST
(R) RIGHT OF WAY
(S) SECTION
(SDE) STORM DRAIN EASEMENT
(SSE) SANITARY SEWER EASEMENT
(S) DISTANCE TRIANGLE
(T) TOWNSHIP LINE, NO. SOUTH
(T) TOWNSHIP FLORENCE
(U) UNSTRUCTURED VIEW TRIANGLE
(VNAE) VEHICULAR NON-ACCESS EASEMENT
(W) WALL MAINTENANCE EASEMENT



LOT TABLE

LOT NO.	SO. FT.	ACRES
86	5,675	0.1303
87	5,657	0.1299
88	5,367	0.1232
89	12,748	0.2926
90	11,654	0.2675
91	5,573	0.1279
92	5,625	0.1291
93	5,625	0.1291
94	5,625	0.1291
95	5,625	0.1291
96	5,625	0.1291
97	5,625	0.1291
98	5,601	0.1286
99	7,476	0.1716
100	7,500	0.1722
101	7,500	0.1722
102	7,500	0.1722
103	7,500	0.1722
104	7,411	0.1701
105	16,954	0.3892
106	11,007	0.2527
107	7,586	0.1742
108	7,579	0.1740
109	7,546	0.1732
110	9,294	0.2134
111	7,370	0.1692
112	7,500	0.1722
113	7,500	0.1722
114	7,476	0.1716
115	7,476	0.1716
116	7,500	0.1722
117	7,500	0.1722
118	7,500	0.1722

LOT TABLE (CONT.)

LOT NO.	SO. FT.	ACRES
119	7,500	0.1722
120	6,900	0.1584
121	6,900	0.1584
122	6,900	0.1584
123	6,900	0.1584
124	6,900	0.1584
125	6,900	0.1584
126	6,900	0.1584
127	6,900	0.1584
128	6,876	0.1579
129	7,476	0.1716
130	7,500	0.1722
131	7,500	0.1722
132	7,500	0.1722
133	7,500	0.1722
134	7,411	0.1701
135	10,945	0.2513
136	5,374	0.1234
137	5,708	0.1310
138	5,715	0.1312
139	5,715	0.1312
140	5,715	0.1312
141	5,437	0.1248
142	5,710	0.1311
143	6,023	0.1383
144	5,995	0.1376
145	5,400	0.1240
146	5,400	0.1240
147	5,400	0.1240
148	5,400	0.1240
149	5,376	0.1234

LINE BEARING TABLE

LINE	BEARING	DISTANCE
L13	S35°36'20"W	18.43'
L22	N00°23'29"E	10.72'
L23	N00°17'44"E	40.36'
L24	N29°42'16"W	20.00'
L25	N60°17'44"E	41.67'
L26	S22°00'51"W	41.64'
L27	N67°50'09"W	20.00'
L28	S22°00'51"W	40.39'
L39	S60°24'51"E	41.01'
L40	N29°50'09"E	20.00'
L41	S60°24'51"E	41.01'

CURVE TABLE (CONT.)

CURVE LENGTH	RADIUS	DELTA	TANGENT	
C07	22.55'	50.00'	25°50'31"	11.47'
C08	123.64'	50.00'	141°41'02"	143.92'
C09	22.25'	50.00'	25°50'31"	11.47'
C10	23.18'	50.00'	53°07'48"	12.50'
C11	16.09'	25.00'	36°52'12"	8.33'
C12	8.54'	50.00'	9°46'52"	4.28'
C13	20.20'	50.00'	23°08'45"	10.24'
C14	44.43'	50.00'	50°43'39"	23.80'
C15	50.48'	50.00'	57°50'46"	27.63'
C16	2.86'	50.00'	3°16'31"	1.43'
C17	18.69'	50.00'	22°34'00"	9.98'
C18	23.18'	50.00'	25°50'31"	11.47'
C19	123.64'	50.00'	141°41'02"	143.92'
C20	22.25'	50.00'	25°50'31"	11.47'
C21	39.27'	25.00'	90°00'00"	25.00'
C22	8.02'	50.00'	91°14'34"	4.02'
C23	14.53'	50.00'	16°38'47"	7.31'
C24	41.86'	50.00'	47°37'51"	22.24'
C25	28.86'	50.00'	30°46'49"	13.76'
C26	20.18'	50.00'	23°07'12"	10.23'
C27	21.25'	50.00'	24°20'51"	10.79'
C28	13.50'	50.00'	15°28'20"	6.79'
C29	23.17'	25.00'	53°07'48"	12.50'
C30	16.09'	25.00'	36°52'12"	8.33'
C31	39.27'	25.00'	90°00'00"	25.00'
C32	39.27'	25.00'	90°00'00"	25.00'
C33	16.09'	25.00'	36°52'12"	8.33'
C34	23.18'	25.00'	53°07'48"	12.50'
C35	23.18'	25.00'	53°07'48"	12.50'
C36	16.09'	25.00'	36°52'12"	8.33'
C37	20.14'	50.00'	9°46'52"	4.28'
C38	1.61'	50.00'	150°27'	0.80'

CURVE TABLE (CONT.)

CURVE LENGTH	RADIUS	DELTA	TANGENT	
C67	22.55'	50.00'	25°50'31"	11.47'
C68	123.64'	50.00'	141°41'02"	143.92'
C69	22.55'	50.00'	25°50'31"	11.47'
C70	39.27'	25.00'	90°00'00"	25.00'
C71	4.12'	50.00'	44°31'2"	2.06'
C72	18.42'	50.00'	21°07'19"	9.32'
C73	28.09'	50.00'	32°11'11"	14.43'
C74	35.41'	50.00'	40°34'45"	18.49'
C75	36.42'	50.00'	41°44'20"	19.06'
C76	20.48'	50.00'	23°27'52"	10.38'
C77	3.24'	50.00'	34°2'54"	1.82'
C78	16.09'	25.00'	36°52'12"	8.33'
C79	23.18'	25.00'	53°07'48"	12.50'
C80	22.55'	50.00'	25°50'31"	11.47'
C81	123.64'	50.00'	141°41'02"	143.92'
C82	22.55'	50.00'	25°50'31"	11.47'
C83	39.27'	25.00'	90°00'00"	25.00'
C84	3.24'	50.00'	34°2'54"	1.82'
C85	46.85'	50.00'	53°41'0"	25.70'
C86	18.21'	50.00'	20°51'56"	9.21'
C87	20.18'	50.00'	23°07'28"	10.23'
C88	6.49'	50.00'	7°26'28"	3.28'
C89	28.67'	50.00'	39°51'18"	14.74'
C90	17.85'	50.00'	20°27'19"	9.02'
C91	4.70'	50.00'	5°23'12"	2.35'
C92	16.09'	25.00'	36°52'12"	8.33'
C93	23.18'	25.00'	53°07'48"	12.50'
C94	39.27'	25.00'	90°00'00"	25.00'
C95	22.56'	50.00'	25°50'31"	11.47'
C96	123.64'	50.00'	141°41'02"	143.92'
C97	26.49'	50.00'	25°50'31"	11.47'
C98	23.18'	25.00'	53°07'48"	12.50'
C99	39.27'	25.00'	90°00'00"	25.00'

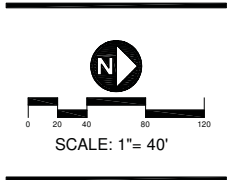
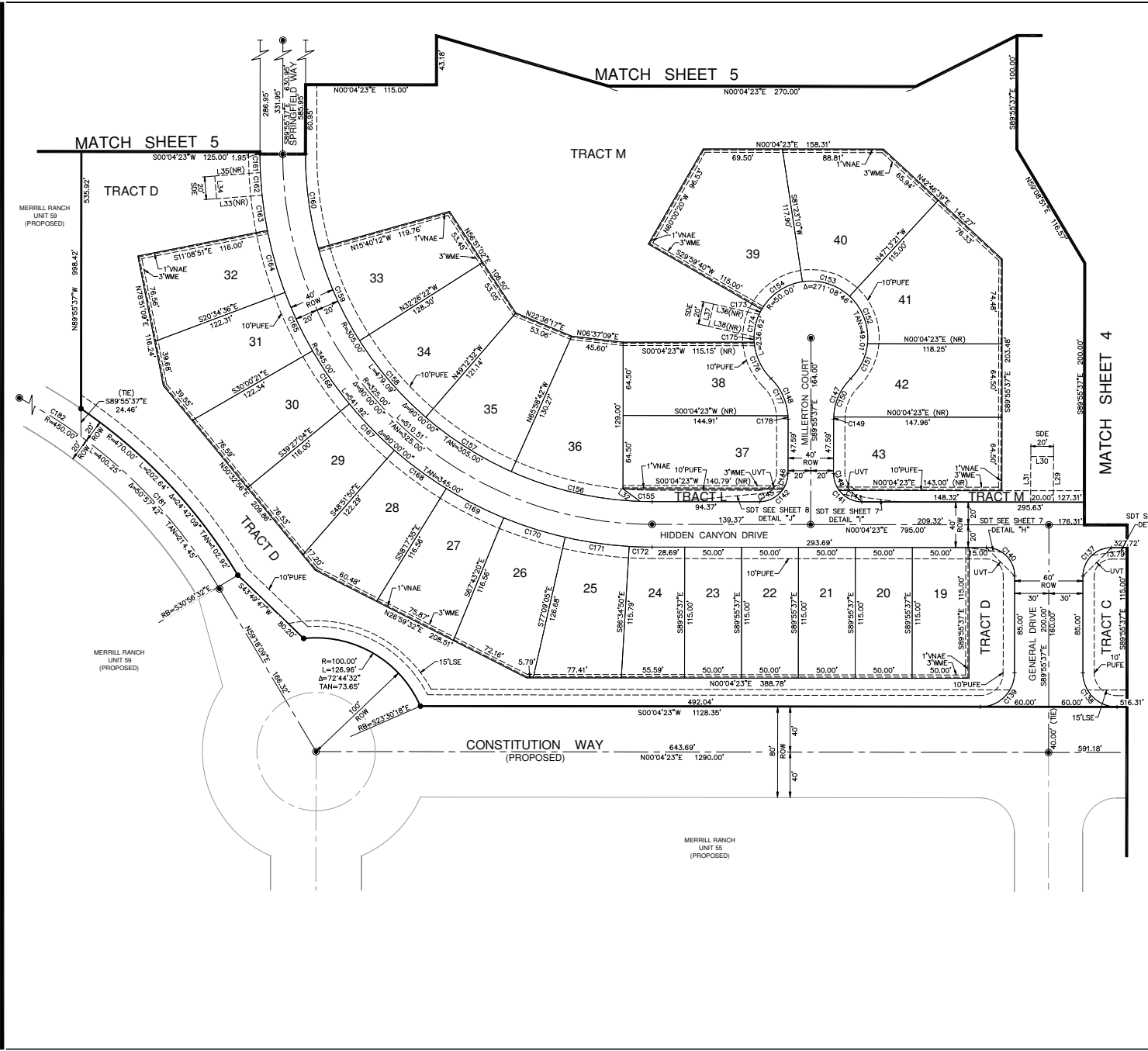
VERSION 6

PULTE GROUP
MERRILL RANCH
FINAL PLAT - UNIT 53

SITUATED WITHIN THE WEST HALF OF SECTION 30,
TOWNSHIP 4 SOUTH, RANGE 9 EAST
OF THE GLA AND SALT RIVER MERRILL
TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

UNIT 53
LAYOUT
SHEETS 5 OF 8

DATE: FEBRUARY 23, 2016
DESIGNED BY: MGG
DRAWN BY: BJS
CHECKED BY: JWW
SCALE: FINAL PLAT
REVISIONS:
DATE: _____
BY: _____



LOT TABLE

LOT NO.	SQ. FT.	ACRES
19	5,750	0.1320
20	5,750	0.1320
21	5,750	0.1320
22	5,750	0.1320
23	5,750	0.1320
24	5,010	0.1150
25	8,009	0.1839
26	8,134	0.1867
27	7,857	0.1798
28	8,081	0.1855
29	7,851	0.1802
30	7,855	0.1803
31	8,467	0.1944
32	7,853	0.1803
33	8,892	0.2041
34	8,927	0.2049
35	8,979	0.2061
36	10,022	0.2301
37	9,334	0.2143
38	8,398	0.1928
39	11,610	0.2695
40	11,689	0.2683
41	11,693	0.2684
42	8,624	0.1980
43	9,522	0.2196

LINE TABLE

LINE	BEARING	DISTANCE
L29	N89°53'7"E	43.00'
L30	N00°04'23"E	20.00'
L31	N89°53'37"W	40.00'
L32	N36°09'10"E	18.56'
L33	S041°75'0"E	40.14'
L34	N85°42'10"E	20.00'
L35	S041°75'0"E	40.14'
L36	S12°48'20"W	41.01'
L37	N171°14'0"W	23.00'
L38	S12°48'20"W	41.01'

CURVE TABLE

CURVE LENGTH	RADIUS	DELTA	TANGENT	
C137	39.27'	25.00'	90°00'00"	25.00'
C138	47.12'	30.00'	90°00'00"	30.00'
C139	47.12'	30.00'	90°00'00"	30.00'
C140	39.27'	25.00'	90°00'00"	25.00'
C141	39.27'	25.00'	90°00'00"	25.00'
C142	39.27'	25.00'	90°00'00"	25.00'
C143	23.18'	25.00'	53°07'48"	12.50'
C144	16.09'	25.00'	36°52'12"	8.33'
C145	24.55'	25.00'	56°19'43"	13.37'
C146	14.72'	25.00'	33°44'17"	7.58'
C147	39.27'	50.00'	45°34'23"	21.00'
C148	39.77'	50.00'	45°34'23"	21.00'
C149	1.91'	50.00'	2°11'39"	0.96'
C150	37.86'	50.00'	43°22'44"	19.89'
C151	34.74'	50.00'	39°50'02"	18.12'
C152	46.28'	50.00'	53°02'05"	24.85'
C153	44.85'	50.00'	51°23'30"	24.06'
C154	44.85'	50.00'	51°23'30"	24.06'
C155	10.63'	305.00'	1°59'47"	5.91'
C156	116.88'	305.00'	21°57'07"	59.15'
C157	89.27'	305.00'	16°46'10"	44.95'
C158	89.27'	305.00'	16°46'10"	44.95'
C159	89.27'	305.00'	16°46'10"	44.95'
C160	83.80'	305.00'	15°44'35"	42.17'
C161	16.32'	345.00'	2°42'34"	8.16'
C162	20.92'	345.00'	3°19'19"	10.00'
C163	31.52'	345.00'	5°11'51"	15.63'
C164	56.78'	345.00'	9°25'45"	28.45'
C165	56.78'	345.00'	9°25'45"	28.45'
C166	56.78'	345.00'	9°25'45"	28.45'
C167	56.78'	345.00'	9°25'48"	28.45'
C168	56.78'	345.00'	9°25'45"	28.45'
C169	56.78'	345.00'	9°25'45"	28.45'
C170	56.78'	345.00'	9°25'45"	28.45'
C171	56.78'	345.00'	9°25'45"	28.45'
C172	20.15'	345.00'	3°20'47"	10.08'
C173	4.93'	50.00'	5°39'06"	2.47'
C174	20.14'	50.00'	2°34'25"	10.21'
C175	4.93'	50.00'	5°39'06"	2.47'
C176	35.88'	50.00'	41°07'00"	18.75'
C177	36.74'	50.00'	42°05'58"	19.24'
C178	3.03'	50.00'	3°28'26"	1.52'
C181	182.15'	450.00'	23°11'33"	92.34'
C182	218.10'	450.00'	27°46'09"	111.23'

RECORDER

STATE OF ARIZONA }
COUNTY OF PINAL } SS

I hereby certify that the within instrument is filed in the official records of this County as File No. _____ Date: _____

Request of: _____
Witness my hand and official seal:
Virginia Ross Pinal County Recorder
By: _____ Deputy

SYMBOL LEGEND

- SECTION CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
- QUARTER CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
- CENTERLINE MONUMENT (BRASS CAP, OR AS NOTED)
- 1/2 REBAR & CAP, RLS 43021, SET (UNLESS NOTED OTHERWISE)

LINE LEGEND

- BREAK LINE
- CENTERLINE OF ROADWAY
- EASEMENT LINE
- PLAT BOUNDARY
- PROPERTY LINE
- ROW
- SECTION LINE
- TERMINAL POINT ON ROW INDICATES THAT PORTION OF THE 3/4 SECTION ROW EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING.

ABBREVIATIONS

- (AC) ACRE
- (ALC) ALUMINUM CAP
- (BC) BRASS CAP
- (B) BOLT
- (BOB) BASIS OF BEARING
- (CMU) CONCRETE MASONRY UNIT
- (DC) SOCKET
- (FND) FOUND MONUMENT
- (GLD) GENERAL LAND OFFICE
- (L) LANDSCAPE EASEMENT
- (LS#) LAND SURVEYORS REGISTRATION No. MEASURED
- (M) MORE OR LESS
- (NO ID) NO IDENTIFICATION, (NO LS No.) INDICATES LINE IS NOT RADIAL TO CURVE
- (NR) NOT TO SCALE
- (P) FINAL COUNTY RECORDER PAGE
- (POB) POINT OF BEGINNING
- (PUF) PUBLIC UTILITY FACILITY EASEMENT / DRAINAGE EASEMENT
- (R) RECORD
- (R) RANGE LINE, NO. EAST
- (R) RIGHT OF WAY
- (SEC #) SECTION
- (SD) STORM DRAIN EASEMENT
- (SSE) SANITARY SEWER EASEMENT
- (T # S) TOWNSHIP LINE No., SOUTH
- (TOP) TOWNSHIP FLORENCE
- (UNSTR) UNSTRUCTURED VIEW TRIANGLE
- (VNE) VEHICULAR NON-ACCESS EASEMENT
- (WAL) WALL MAINTENANCE EASEMENT



DATE: FEBRUARY 23, 2016

DESIGNED BY: MGG

DRAWN BY: JWS

CHECKED BY: JMW

PROJECT CODE: FINAL PLAT

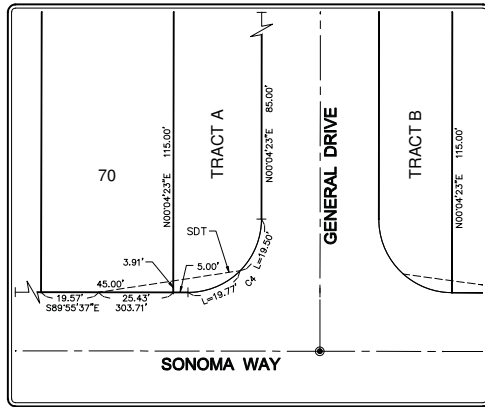
REVISIONS:

PULTE GROUP
MERRILL RANCH
FINAL PLAT - UNIT 53

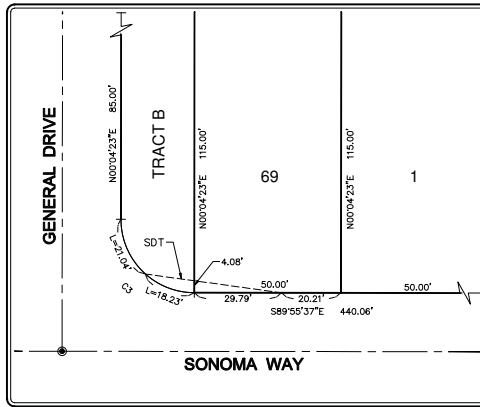
SITUATED WITHIN THE WEST HALF OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

UNIT 53
LAYOUT
SHEET 6 OF 8

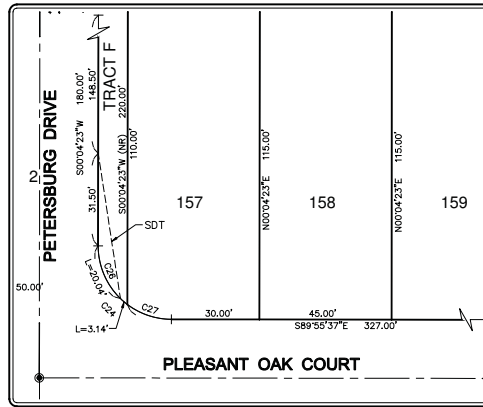
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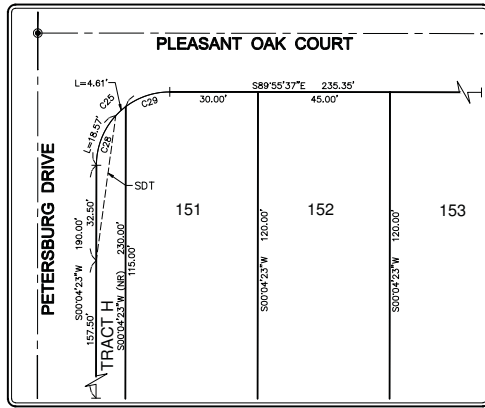
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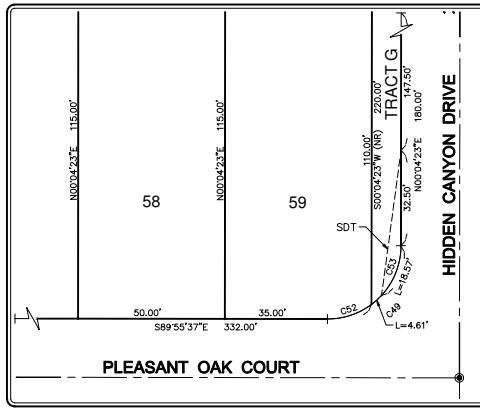
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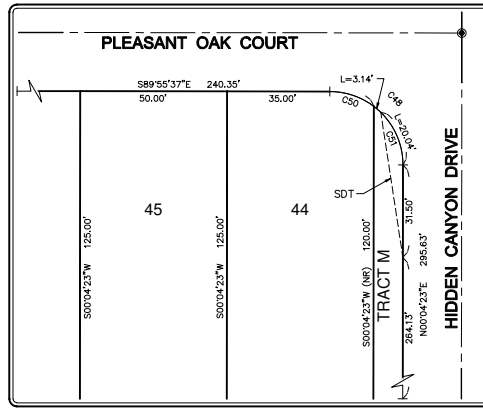
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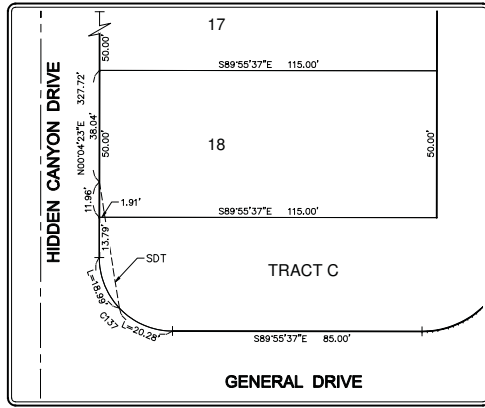
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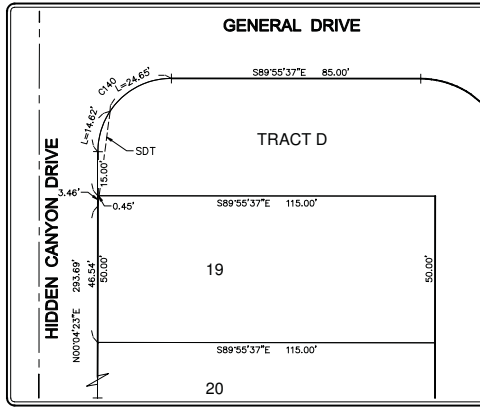
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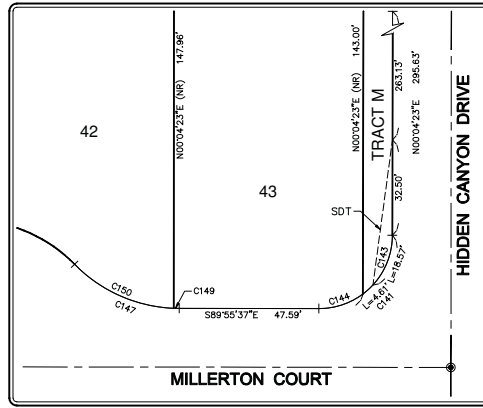
DETAIL "F"
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DETAIL "G"
SCALE: 1"=20'



DETAIL "H"
SCALE: 1"=20'



DETAIL "I"
SCALE: 1"=20'

RECORDER

STATE OF ARIZONA }
COUNTY OF PINAL } SS
I hereby certify that the within instrument is filed in the official records of this County as First No. _____ Date: _____ Request of: _____ Witness my hand and official seal: Virginia Ross Pinal County Recorder By: _____ Deputy

SYMBOL LEGEND

- SECTION CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
- QUARTER CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
- CENTERLINE MONUMENT (BRASS CAP, OR AS NOTED)
- 1/2 REBAR & CAP, RLS 43021, SET (UNLESS NOTED OTHERWISE)

LINE LEGEND

- BREAK LINE
- CENTERLINE OF ROADWAY
- EASEMENT LINE
- PLAT BOUNDARY
- PROPERTY LINE
- ROW
- SECTION LINE
- TERMINAL POINT ON ROW INDICATES THAT PORTION OF THE 1/2 COUNTY ROW EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING.

ABBREVIATIONS

- (AC) ACRE
- ALU ALUMINUM CAP
- BC BRASS CAP
- B BOB
- (BOB) BASIS OF BEARING
- CMU CONCRETE MASONRY UNIT
- DCT SOCKET
- FND FOUND MONUMENT
- GLO GENERAL LAND OFFICE
- LAND SURVEYORS REGISTRATION No. (LS#)
- M MEASURED
- MORE OR LESS
- NO ID NO IDENTIFICATION, (NO LS No.)
- (NR) INDICATES LINE IS NOT RADIAL TO CURVE
- NTS NOT TO SCALE
- PCB PINAL COUNTY RECORDER
- PG PAGE
- POB POINT OF BEGINNING
- PUFE PUBLIC UTILITY FACILITY EASEMENT/ DRAINAGE EASEMENT
- R (R) RANGE LINE No. EAST
- ROW RIGHT OF WAY
- SEC SECTION NUMBER
- SDS STORM DRAIN EASEMENT
- SLU SLUE
- SSE SANITARY SEWER EASEMENT
- SDT SIDEWALK
- T # S TOWNSHIP LINE No. SOUTH
- TOW FLORENCE
- UNV UNOBSTRUCTED VIEW TRIANGLE
- VNAE VEHICULAR NON-ACCESS EASEMENT
- WME WALL MAINTENANCE EASEMENT



DATE:	FEBRUARY 23, 2015
DESIGNED BY:	MOB
DRAWN BY:	STB
CHECKED BY:	JHW
PROJECT:	
SCALE:	FINAL PLAT

REVISION:	

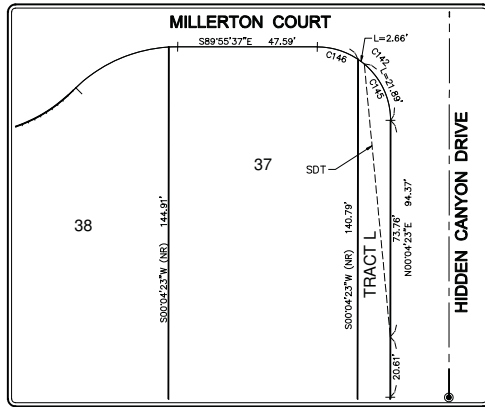
**PULTE GROUP
MERRILL RANCH
FINAL PLAT - UNIT 53**

SITUATED WITHIN THE WEST HALF OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

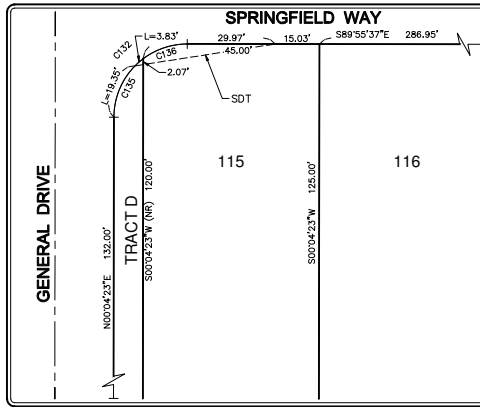
UNIT 53
SDT DETAILS
SHEET 7 OF 8

44-1170 UNIMPROVED COUNTY RECORDS
Scale: 7/8" = 1' (SEE PLAN) | 1/4" = 1' (SEE PLAN) | 1/8" = 1' (SEE PLAN)

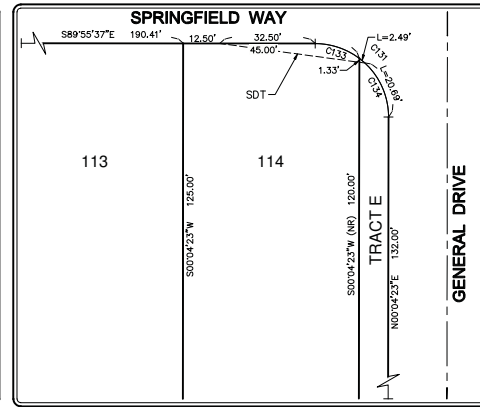
VERSION 6



DETAIL "J"
SCALE: 1"=20'



DETAIL "K"
SCALE: 1"=20'



DETAIL "L"
SCALE: 1"=20'

RECORDER

STATE OF ARIZONA }
COUNTY OF PINAL } SS
I hereby certify that the within instrument is filed in the official records of this County as
File No. _____
Date: _____
Request of: _____
Witness my hand and official seal:
Virginia Ross Pinal County Recorder
By: _____ Deputy

SYMBOL LEGEND

- SECTION CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
- QUARTER CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
- CENTERLINE MONUMENT (BRASS CAP, OR AS NOTED)
- 1/2" REBAR & CAP, RLS 43021, SET (UNLESS NOTED OTHERWISE)

LINE LEGEND

- BREAK LINE
- CENTERLINE OF ROADWAY
- EASEMENT LINE
- PLAT BOUNDARY
- PROPERTY LINE
- ROW
- SECTION LINE
- TERMINAL POINT ON ROW INDICATES THAT PORTION OF THE 33' COUNTY ROW EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING.

ABBREVIATIONS

- (AC) ACRE
- AL ALUMINUM CAP
- BC BRASS CAP
- BO BOY
- BB BASIS OF BEARING
- CMU CONCRETE MASONRY UNIT
- DKT SOCKET
- FND FOUND MONUMENT
- GLO GENERAL LAND OFFICE
- LE LANDSCAPE EASEMENT
- LS# LAND SURVEYORS REGISTRATION No.
- M MEASURED
- MOL MORE OR LESS
- NO ID NO IDENTIFICATION, (NO LS No.)
- (NR) INDICATES LINE IS NOT RADIAL TO CURVE
- NTS NOT TO SCALE
- PCR PINAL COUNTY RECORDER
- PG PAGE
- POB POINT OF BEGINNING
- PUFE PUBLIC UTILITY FACILITY EASEMENT/ DRAINAGE EASEMENT
- R RECORD
- R # RANGE LINE No. EAST
- (RB) RADIAL BEARING
- ROW RIGHT OF WAY
- SEC # SECTION No.
- SDE STORM DRAIN EASEMENT
- SLD SLIDE
- SSE SANITARY SEWER EASEMENT
- SDT SIGHT DISTANCE TRIANGLE
- T # S TOWNSHIP LINE No. SOUTH
- TOW TOWN OF FLORENCE
- UVT UNOBSTRUCTED VIEW TRIANGLE
- VNAE VEHICULAR NON-ACCESS EASEMENT
- WME WALL MAINTENANCE EASEMENT



DATE:	FEBRUARY 23, 2015
DESIGNED BY:	MOG
DRAWN BY:	STG
CHECKED BY:	JHW
PROJECT:	
SCALE:	FINAL PLAT


REVISION:	VERSION

**PULTE GROUP
MERRILL RANCH
FINAL PLAT - UNIT 53**

SITUATED WITHIN THE WEST HALF OF SECTION 30,
TOWNSHIP 4 SOUTH, RANGE 9 EAST
OF THE GILA AND SALT RIVER MERIDIAN,
TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

UNIT 53
SDT DETAILS
SHEET 8 OF 8

644-1170 | 644-1170 FAX | 644-1170 | 644-1170 | 644-1170 | 644-1170 | 644-1170 | 644-1170

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 9i.
MEETING DATE: April 20, 2015 DEPARTMENT: Community Development STAFF PRESENTER: Mark Eckhoff, AICP Community Development Director SUBJECT: Resolution No. 1508-15: Final Plat of Anthem at Merrill Ranch Unit 36		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1508-15: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 36; REQUIRING THE PROVISION OF AN INFRASTRUCTURE IMPROVEMENT ASSURANCE OR WITHHOLDING OF RECORDATION TO SECURE THE SATISFACTORY CONSTRUCTION, INSTALLATION AND DEDICATION OF REQUIRED IMPROVEMENTS; ESTABLISHING A DEADLINE FOR REQUIRED IMPROVEMENTS TO BE COMPLETED; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

BACKGROUND/DISCUSSION:

Pulte Homes requests approval of this proposed subdivision located within the Sun City portion of Anthem at Merrill Ranch. This Final Plat includes 69 single-family residential lots with two points of ingress/egress into the subdivision. Both access points are off of the main collector roadway, Spirt Loop. The subdivision will also be connected to a future subdivision to the north, Unit 32, thus increasing connectivity. The typical lot varies between 53'x125' (6,625 square feet (SF)) and 65'x115' (7,475 SF). Overall, the lot sizes will range between 6,095 SF to 12,074 SF due to unit configuration.

The proposed density of this subdivision is 2.95 dwelling units per acre. This subdivision expands the current and planned network of green belts and walking trails for Anthem at Merrill Ranch with 7.33 acres dedicated to open space within the community. The subdivision conforms to the project's Planned Unit Development zoning.

The Preliminary Plat for Unit 36 was approved by the Planning and Zoning Commission on December 18, 2014. All planned subdivision improvements have been approved by

the Town Engineer and Fire Marshall and will be constructed to Town specifications. Street names and addresses have been approved by the Town's GIS Coordinator. Water and sewer infrastructure will be provided by Johnson Utilities.

FINANCIAL IMPACT:

Pulte Homes will construct the roadways within this subdivision to Town standards. The Town will maintain the roadways after the end of the construction warranty period.

Development of this subdivision allows for continued rooftop development and population growth within the Town of Florence, which subsequently will facilitate new employment and commercial opportunities.

RECOMMENDATION:

Motion to adopt Resolution No. 1508-15 for the Final Plat of Anthem at Merrill Ranch Unit 36.

ATTACHMENTS:

Resolution No. 1508-15
Final Plat for Anthem at Merrill Ranch Unit 36

RESOLUTION NO. 1508-15

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 36; REQUIRING THE PROVISION OF AN INFRASTRUCTURE IMPROVEMENT ASSURANCE OR WITHHOLDING OF RECORDATION TO SECURE THE SATISFACTORY CONSTRUCTION, INSTALLATION AND DEDICATION OF REQUIRED IMPROVEMENTS; ESTABLISHING A DEADLINE FOR REQUIRED IMPROVEMENTS TO BE COMPLETED; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

BE IT RESOLVED by the Mayor and Council of the Town of Florence, Arizona, as follows:

1. Approve the Final Plat for Anthem at Merrill Ranch Unit 36 subject to Developer/Owner's compliance with all applicable laws and ordinances.
2. Require that the Developer/Owner secures its provision of the installation or construction of the required improvements with one of the following alternatives prior to execution of the plat by Town officials and employees and recordation of the Final Plat with the Office of the Pinal County Recorder:
 - a. Provide an infrastructure improvement assurance in an amount of the full cost, as determined by the Town Engineer, of the materials and the installation or construction necessary to complete the subdivision improvements. Said guarantee shall be in the form of a performance bond, an irrevocable letter of credit, or cash funds in escrow or on deposit with the Town prior to recording of the Final Plat. The required improvements for which the guarantee is provided must be completed within 12 months of recordation of the Final Plat or the Town may, without further Council action, declare the financial guarantee to be in default, call on the guarantee, and require that all the improvements be installed; or
 - b. At the request of the Developer/Owner, the Developer/Owner shall enter into an agreement which shall require completion of the required improvements no later than twelve months from the date this Final Plat is approved herein and the Town Community Development Director shall withhold recordation of the Final Plat in the Office of the Pinal County Recorder until the Town Engineer has verified such completion. If Developer/Owner does not complete the improvements within 12 months of this approval, the approval shall expire and be deemed withdrawn; or
 - c. Other means of providing infrastructure improvement assurance as permitted by Town Resolution No. 917-05 shall be allowed. Town and Developer/Owner shall agree on the exact mechanisms and timing

necessary to guarantee completion of all required infrastructure requirements prior to the recording of the Final Plat. The Final Plat approval shall expire in 12 months from this approval if the Final Plat is not recorded prior to said date.

3. Authorize execution by the Town Manager of any documentation necessary to provide the above-referenced infrastructure improvement assurance and/or agreement requiring completion of the public improvements.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this 20th day of April 2015.

Tom J. Rankin, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

FINAL PLAT ANTHEM AT MERRILL RANCH UNIT 36 (TOWN OF FLORENCE, AZ)

A PORTION OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA.

DEDICATION

STATE OF ARIZONA) ss.
COUNTY OF PINAL)

KNOW ALL MEN BY THESE PRESENTS:

PULTE HOME CORPORATION, A MICHIGAN CORPORATION, (HEREINAFTER REFERRED TO IN THIS PLAT AS THE "MASTER DEVELOPER"), AS OWNER HAS SUBDIVIDED UNDER THE NAME ANTHEM AT MERRILL RANCH - UNIT 36, LOCATED WITHIN SECTION 24, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AND HEREBY DECLARES THIS PLAT SETS FORTH THE LOCATION AND DIMENSIONS OF THE LOTS, TRACTS, STREETS, AND EASEMENTS CONSTITUTING SAME AND THAT SAID LOTS, TRACTS AND STREETS SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY.

THE "MASTER DEVELOPER" IS THE OWNER OF FREE TITLE IN: (A) THE PROPERTY BEING DEDICATED ON THIS PLAT TO THE PUBLIC FOR PURPOSES AND ALL INCIDENTS THEREOF; AND (B) THE PROPERTY UPON OR ACROSS WHICH EASEMENTS ARE BEING DEDICATED ON THIS PLAT TO THE PUBLIC. THE "MASTER DEVELOPER" HEREBY WARRANTS TO TOWN OF FLORENCE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, THE TITLE TO SUCH PROPERTY AGAINST ALL PERSONS.

STREET RIGHT-OF-WAY SHOWN ON THIS PLAT ARE DEDICATED TO THE PUBLIC FOR ROADWAY PURPOSES INCLUDING, BUT NOT LIMITED TO, ACCESS, DRAINAGE, TELECOMMUNICATIONS AND PUBLIC UTILITIES.

THE MAINTENANCE OF LANDSCAPING WITHIN THE PUBLIC RIGHT-OF-WAY TO BACK OF CURBS SHALL BE RESPONSIBILITY OF THE HOMEOWNERS' ASSOCIATION OR THE ADJUTING PROPERTY OWNER.

EASEMENTS ARE DEDICATED AS SHOWN ON THIS PLAT.

AS DESIGNATED ON THIS PLAT, ONE FOOT WIDE VEHICULAR NON-ACCESS EASEMENTS PROHIBITING VEHICULAR INGRESS AND EGRESS ARE HEREBY DEDICATED TO THE PUBLIC UPON LOTS ADJACENT TO DRAINAGE EASEMENTS, TRACTS, OR FACILITIES AND/OR ADJACENT TO ARTERIAL OR COLLECTOR STREETS.

PULTE HOME CORPORATION, A MICHIGAN CORPORATION (GRANTOR) DOES HEREBY CONVEY TO SUN CITY ANTHEM AT MERRILL RANCH COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION (GRANTEE) THE FOLLOWING REAL PROPERTY TOGETHER WITH ALL RIGHTS AND PRIVILEGES APPURTENANT THEREOF, TO WIT: TRACTS A, B, C, D, E, F, & G AS DEDICATED HEREON.

NON-EXCLUSIVE DRAINAGE EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC UPON, OVER, ACROSS, AND THROUGH TRACTS A & B AND/OR THOSE AREAS DESIGNATED AS SUCH HEREON. NO USE SHALL BE PERMITTED WITHIN THE DRAINAGE EASEMENTS WHICH WOULD PROHIBIT OR INTERFERE WITH THE DRAINAGE USE, MAINTENANCE OF THE DRAINAGE EASEMENTS SHALL BE RESPONSIBILITY OF THE SUN CITY ANTHEM AT MERRILL RANCH COMMUNITY ASSOCIATION, INC. SHOULD THE ASSOCIATION NOT ADEQUATELY MAINTAIN THE DRAINAGE EASEMENTS, THE GOVERNING ENTITY HAVING JURISDICTION OVER THE AREA IN WHICH THE DRAINAGE EASEMENTS ARE LOCATED, AT ITS DISCRETION, MAY ENTER UPON AND MAINTAIN THE DRAINAGE EASEMENTS, AND CHARGE THE HOMEOWNERS' ASSOCIATION THE COST OF THE MAINTENANCE. ALL OTHER EASEMENTS ARE SUBORDINATE TO THE DRAINAGE EASEMENTS.

PUBLIC UTILITY FACILITY EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC UPON, OVER, UNDER, ACROSS AND THROUGHOUT THOSE AREAS DESIGNATED AS SUCH HEREON FOR THE INSTALLATION, MAINTENANCE, REPAIR AND REMOVAL OF UNDERGROUND UTILITIES, INCLUDING, BUT NOT LIMITED TO, WATER, SEWER, GAS, ELECTRIC AND TELECOMMUNICATIONS. MAINTENANCE OF THE AREAS SUBJECT TO SUCH PUBLIC UTILITY FACILITY EASEMENTS SHALL BE THE RESPONSIBILITY OF THE LOT OR TRACT OWNER.

IN WITNESS WHEREOF:

PULTE HOME CORPORATION, AS OWNER, HAS HERETO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICERS).
THIS ___ DAY OF _____, 2015.

PULTE HOME CORPORATION, A MICHIGAN CORPORATION

BY _____ ITS _____ TITLE

ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

ON THIS, THE ___ DAY OF _____, 2015, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____ OF PULTE HOME CORPORATION, BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED BY SIGNING THEIR NAMES AS OFFICER.

IN WITNESS WHEREOF, I HERELINTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____

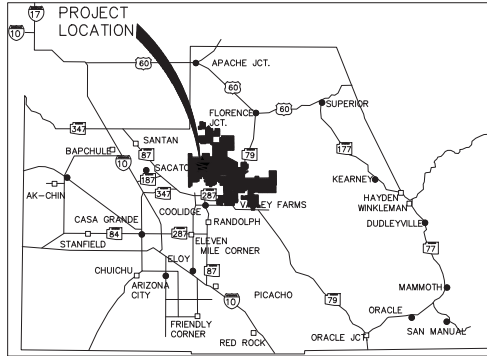
MY COMMISSION EXPIRES _____

IN WITNESS WHEREOF:

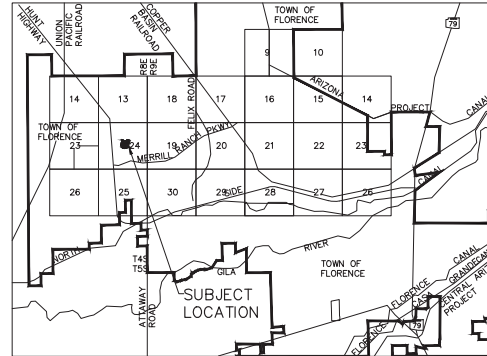
SUN CITY ANTHEM AT MERRILL RANCH COMMUNITY ASSOCIATION, INC., AS GRANTEE HAS HERIN CAUSED ITS NAME TO BE AFFIXED AND HAS EXECUTED THE CONVEYANCE OF TRACTS A, B, C, D, E, F, & G BY THE SIGNATURE OF THE UNDERSIGNED, DULY AUTHORIZED.
THIS ___ DAY OF _____, 2015.

SUN CITY ANTHEM AT MERRILL RANCH COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION

BY _____ ITS _____ TITLE



COUNTY MAP
NOT TO SCALE



VICINITY MAP
NOT TO SCALE

COUNTY SEAL

STATE OF ARIZONA) ss.
COUNTY OF PINAL)
I hereby certify that the within instrument is filed in the official records of this County as:
File No: _____
Date: _____
Request of: _____
Witness my hand and official seal
Virginia Ross
Pinel County Recorder
Deputy

ACKNOWLEDGMENT

STATE OF ARIZONA) ss.
COUNTY OF MARICOPA)
ON THIS, THE ___ DAY OF _____, 2015, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE PERSON _____

WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS THEREOF, I HAVE HERELINTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____ DATE _____

MY COMMISSION EXPIRES _____

WATER AND SEWER SERVICE CERTIFICATION

ANTHEM AT MERRILL RANCH UNIT 36 IS WITHIN THE SERVICE AREA OF JOHNSON UTILITIES, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO A.R.S. 45-576. A COMMITMENT TO SUPPLY WATER SERVICE TO THIS PLATTED SUBDIVISION HAS BEEN RECEIVED FROM SAID COMPANY AS EVIDENCE BY JOHNSON UTILITIES DRINKING WATER SERVICE AGREEMENT, A COPY OF WHICH IS SUBMITTED WITH THIS PLAT. ON-SITE SANITARY SEWER DISTRIBUTION LINES WILL BE CONSTRUCTED BY THE DEVELOPER OF THIS SUBDIVISION AND OWNED AND MAINTAINED BY JOHNSON UTILITIES, L.L.C.

JOHNSON UTILITIES L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY

BY _____ ITS _____ TITLE

ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

ON THIS, THE ___ DAY OF _____, 2015, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE PERSON _____ WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS THEREOF, I HAVE HERELINTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____ DATE _____

MY COMMISSION EXPIRES _____

MERRILL RANCH COMMUNITY FACILITIES DISTRICT

NOTWITHSTANDING THE FOREGOING, PULTE HOME CORPORATION, A MICHIGAN CORPORATION, COLLECTIVELY WITH SUCCESSORS AND ASSIGNS PURSUANT TO THE HEREAFTER DESCRIBED DEVELOPMENT AGREEMENT, THE "OWNERS" HEREBY RESERVE AN INTEREST IN ANY OF THE FOREGOING REAL PROPERTY UPON WHICH WHAT WOULD BE "PUBLIC INFRASTRUCTURE" AS SUCH TERM IS DEFINED IN SECTION 49-701, ARIZONA REVISED STATUTES, AS AMENDED, HAS BEEN OR IS TO BE CONSTRUCTED. EXCEPT IF RELEASED PRIOR THERETO AS HEREAFTER DESCRIBED, SUCH INTEREST IS TO BE ACQUIRED PURSUANT TO A DEVELOPMENT AGREEMENT, TO BE ENTERED INTO AMONG THE OWNERS, THE TOWN OF FLORENCE, ARIZONA (THE MUNICIPALITY) AND A COMMUNITY FACILITIES DISTRICT TO BE FORMED HEREAFTER BY THE MUNICIPALITY. SUCH DISTRICT WILL ACQUIRE SUCH PUBLIC INFRASTRUCTURE PURSUANT TO SUCH DEVELOPMENT AGREEMENT. (SUCH INTEREST IS LIMITED TO ONE NECESSARY TO ACCOMMODATE THE FINANCING OF THE ACQUISITION OF SUCH PUBLIC INFRASTRUCTURE INCLUDING OF SUCH INTEREST IN SUCH REAL PROPERTY) PURSUANT TO SUCH DEVELOPMENT AGREEMENT. SUCH INTEREST IS TO BE RELEASED UPON THE EARLIER OF THE ACQUISITION OF SUCH PUBLIC INFRASTRUCTURE ONLY BY SUCH DISTRICT PURSUANT TO SUCH DEVELOPMENT AGREEMENT AND DECEMBER 31, 2038.

OWNER/DEVELOPER

PULTE HOME CORPORATION
6120 N BOWEN
1670 PERIMETER DRIVE, SUITE 100
SCOTTSDALE, ARIZONA 85260
PHONE: (480) 391-6603

BASIS OF BEARING

THE BASIS OF BEARING IS THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 24, (SOUTHEAST CORNER BEING A 2" ALUMINUM CAP STAMPED RLS 21065 AND THE SOUTH QUARTER CORNER A 2" ALUMINUM CAP STAMPED RLS 21965) TOWNSHIP 4 SOUTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, BEARING BEING SOUTH 88 DEGREES 48 MINUTES 17 SECONDS WEST. THE HORIZONTAL DISTANCE BETWEEN MONUMENTS BEING 2615.82'

APPROVALS

APPROVED BY THE COMMUNITY DEVELOPMENT DIRECTOR AND THE TOWN ENGINEER OF THE TOWN OF FLORENCE.

ARIZONA, THIS ___ DAY OF _____, 2015.

APPROVED BY: _____ DATE _____
COMMUNITY DEVELOPMENT DIRECTOR
TOWN OF FLORENCE, ARIZONA

APPROVED BY: _____ DATE _____
TOWN ENGINEER
TOWN OF FLORENCE, ARIZONA

APPROVED BY THE COUNCIL OF THE TOWN OF FLORENCE, ARIZONA, THIS ___ DAY OF _____, 2015.

APPROVED BY: _____ DATE _____
MAYOR

APPROVED BY: _____ DATE _____
TOWN CLERK

NOTES, DESCRIPTION & LOT LAYOUT

SEE SHEET 2

TRACT & LAND USE SUMMARY TABLE

SEE SHEET 3

LOT AREA TABLE

SEE SHEET 4

CERTIFICATION

I, GABRIEL S. RIOS, OF WOOD, PATEL & ASSOCIATES, INC. HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA. THAT THIS MAP OR PLAT CONSISTING OF SEVEN (7) SHEETS REPRESENTS A SURVEY OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS PERFORMED BY WOOD, PATEL & ASSOCIATES, INC. DURING THE MONTH OF JULY OF 2014. THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT THE MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN OR WILL BE SET AS SHOWN; THAT THE POSITIONS ARE CORRECTLY SHOWN AND THE SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRAGED.

GABRIEL S. RIOS
REGISTERED LAND SURVEYOR #48602
WOOD, PATEL & ASSOCIATES, INC.
2205 S. COUNTRY CLUB DRIVE, SUITE 101
MESA, ARIZONA 85210

CIVIL ENGINEER

WOOD, PATEL & ASSOCIATES, INC.
2205 S. COUNTRY CLUB DRIVE, SUITE 101
MESA, ARIZONA 85210
PHONE: (480) 334-3300
FAX: (480) 334-3300
CONTACT: SHANE D. MACLARA, P.E.

SHEET INDEX

1	COVER SHEET
2	INDEX MAP
3-6	PLAT SHEETS
7	S.D.T. DETAILS

WOOD/PATEL
MISSION: CLIENT SERVICE™
WWW.WOODPATEL.COM
(480) 334-3300
PHOENIX - MESA - TUCSON

ANTHEM AT MERRILL RANCH - UNIT 36
FINAL PLAT

PRELIMINARY
NOT FOR
CONSTRUCTION
OR RECORDING
EXPIRES 12-31-17

CHECKED BY: G.S.R.
CAD TECHNICIAN: L.E.
SCALE: N.T.S.
DATE: 03/25/15
JOB NUMBER: 144229
SHEET: 1 OF 7

ARIZONA LAND SURVEYORS BOARD

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN SECTION 24, TOWNSHIP 4 SOUTH, RANGE 8 EAST, OF THE GLA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 24, A 2 INCH ALUMINUM CAP STAMPED S24 S19 S25 S30 2010 RLS 21065, FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 24, A 2 INCH ALUMINUM CAP STAMPED S24 S25 RLS 21065, BEARS SOUTH 89°48'17" WEST (BASIS OF BEARING), A DISTANCE OF 2610.56 FEET;
 THENCE ALONG THE SOUTH SECTION LINE OF SAID SECTION 24, SOUTH 89°48'17" WEST, A DISTANCE OF 193.85 FEET;
 THENCE LEAVING SAID SOUTH SECTION LINE, NORTH 01°11'43" WEST, A DISTANCE OF 2381.13 FEET, TO THE NORTHERLY RIGHT-OF-WAY LINE OF SPIRIT WAY AS SHOWN ON THE MAP OF DEDICATION FOR SPIRIT WAY PHASE 3, RECORDED IN DOC. 2009-029810, PINAL COUNTY RECORDS, P.C.R., THE MOST SOUTHERLY CORNER OF UNIT 22A AS SHOWN ON THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 22A, RECORDED IN DOC. 2013-02861, P.C.R. A POINT OF INTERSECTION WITH A NON-TANGENT CURVE AND THE POINT OF BEGINNING;
 THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, WESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 780.01 FEET, CONCAVE SOUTHERLY, WHOSE RADIUS BEARS SOUTH 10°23'39" EAST, THROUGH A CENTRAL ANGLE OF 90°56'42", A DISTANCE OF 122.23 FEET, TO THE CURVES END;
 THENCE SOUTH 70°37'40" WEST, A DISTANCE OF 338.70 FEET, TO THE BEGINNING OF A CURVE;
 THENCE NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 470.00 FEET, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 124°59'39", A DISTANCE OF 1024.62 FEET, TO THE CURVES END;
 THENCE NORTH 19°34'19" EAST, A DISTANCE OF 321.27 FEET, TO THE BEGINNING OF A CURVE;
 THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, NORTHERLY ALONG SAID CURVE, HAVING A RADIUS OF 880.00 FEET, CONCAVE WESTERLY, THROUGH A CENTRAL ANGLE OF 19°57'48", A DISTANCE OF 214.45 FEET, TO A POINT OF CUSP WITH A REVERSE DIRECTION CURVE;
 THENCE SOUTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 30.00 FEET, CONCAVE NORTHEASTERLY WHOSE RADIUS BEARS SOUTH 88°23'27" EAST, THROUGH A CENTRAL ANGLE OF 88°51'01", A DISTANCE OF 45.47 FEET, TO THE CURVES END;
 THENCE SOUTH 85°14'28" EAST, A DISTANCE OF 81.37 FEET, TO THE BEGINNING OF A CURVE;
 THENCE NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, CONCAVE NORTHWESTERLY, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 39.27 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;
 THENCE SOUTH 86°42'30" WEST, A DISTANCE OF 45.00 FEET;
 THENCE SOUTH 10°45'02" WEST, A DISTANCE OF 31.87 FEET, TO THE BEGINNING OF A CURVE;
 THENCE SOUTHERLY ALONG SAID CURVE, HAVING A RADIUS OF 200.00 FEET, CONCAVE EASTERLY, THROUGH A CENTRAL ANGLE OF 07°31'17", A DISTANCE OF 28.37 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;
 THENCE NORTH 30°15'30" EAST, A DISTANCE OF 208.90 FEET;
 THENCE SOUTH 74°23'07" EAST, A DISTANCE OF 389.27 FEET, TO THE WEST LINE OF SAID UNIT 22A;
 THENCE ALONG SAID WEST LINE, SOUTH 19°30'07" WEST, A DISTANCE OF 630.24 FEET;
 THENCE SOUTH 10°23'39" EAST, A DISTANCE OF 278.34 FEET, TO THE POINT OF BEGINNING.
 CONTAINING 23.3573 ACRES, OR 1,017,443 SQUARE FEET OF LAND, MORE OR LESS.

NOTES

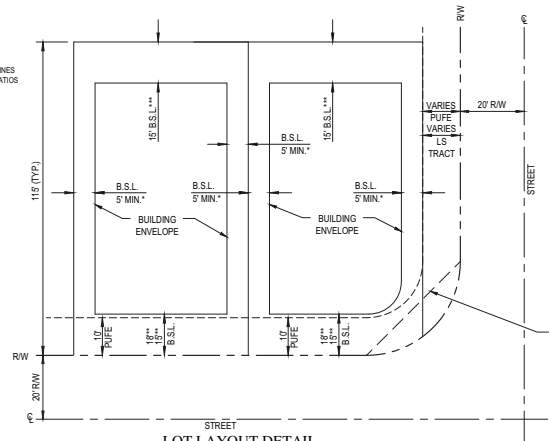
- 1) ALL WEATHER ACCESS WILL BE PROVIDED TO ALL LOTS WITHIN THIS SUBDIVISION.
- 2) ALL PROPOSED DWELLING UNITS SHALL BE SINGLE FAMILY, DETACHED.
- 3) THIS SUBDIVISION IS SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ANTHEM AT MERRILL RANCH.
- 4) PUBLIC UTILITY FACILITY EASEMENT WILL BE LAND DEDICATED FOR INSTALLATION OF FACILITIES OVERHEAD AND UNDERGROUND, FURNISHED FOR USE BY THE REPUBLIC. THIS TYPE OF EASEMENT MAY BE USED TO DEDICATE INGRESS TO PROPERTY, AS IN PRIVATE STREET SUBDIVISIONS. ALSO INCLUDED ARE IMPROVEMENTS SUCH AS STREET LIGHTS, TRAFFIC SIGNALS, DEVICES, SIGNAGE, AND FLOOD CONTROL. THESE FACILITIES MAY BE OWNED AND OPERATED BY THE MUNICIPALITY OR DULY AUTHORIZED BY STATE AND MUNICIPAL.
- 5) CONSTRUCTION WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO UTILITIES, FENCES, AND DRIVEWAYS.
- 6) NO STRUCTURES OR VEGETATION OF ANY KIND THAT WOULD IMPED THE FLOW OF WATER THROUGH THE EASEMENTS MAY BE CONSTRUCTED, PLANTED OR ALLOWED TO GROW WITHIN DRAINAGE EASEMENTS.
- 7) ONLY GROUND COVER AND BUSHES ARE ALLOWED TO BE PLANTED WITHIN EASEMENTS DEDICATED FOR THE EXCLUSIVE USE OF WATER, SANITARY SEWER, RECLAIMED WATER OR ANY COMBINATION THEREOF. NO TREES ARE ALLOWED.
- 8) VISIBILITY EASEMENT RESTRICTIONS: ANY OBJECT, WALL, STRUCTURE, MOUND, OR LANDSCAPING (MATURE) OVER 24" IN HEIGHT IS NOT ALLOWED WITHIN THE VISIBILITY EASEMENT. (SEE UPPER RIGHT FOR DETAIL).
- 9) ALL TRACTS THAT WILL NOT BE DEDICATED TO THE TOWN OF FLORENCE AND ALL COMMON PROPERTY SHALL BE IMPROVED IN ACCORDANCE WITH PLANS APPROVED BY THE TOWN OF FLORENCE AND ARE CONVEYED HERETO TO THE SUN CITY ANTHEM AT MERRILL RANCH COMMUNITY ASSOCIATION, INC. THE SUN CITY ANTHEM AT MERRILL RANCH COMMUNITY ASSOCIATION, INC. SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMON PROPERTY.
- 10) ALL PROPERTY LINES SHOWN INTERSECTING AN ARC ARE TO BE ASSUMED RADIAL, UNLESS NOTED AS NON-RADIAL (NR).
- 11) POSITIONAL TOLERANCE FOR WALLS COMMON TO TWO LOTS IS +/- 1.00 FOOT FROM COMMON LOT LINE, WALLS COMMON TO A LOT AND A TRACT OR RIGHT-OF-WAY ARE TO BE WITHIN THE WALL MAINTENANCE EASEMENT.

PUBLIC UTILITIES

WATER	JOHNSON UTILITIES COMPANY, LLC
SEWER	JOHNSON UTILITIES COMPANY, LLC
ELECTRIC	ARIZONA PUBLIC SERVICE (APS)
TELEPHONE	CENTURYLINK COMMUNICATIONS
SOLID WASTE DISPOSAL	TOWN OF FLORENCE
CABLE TV	COX COMMUNICATIONS
NATURAL GAS	SOUTHWEST GAS
POLICE	TOWN OF FLORENCE
FIRE & AMBULANCE	TOWN OF FLORENCE
SCHOOLS	FLORENCE UNIFIED SCHOOL DISTRICT

NOTES:

- SIDE YARD SETBACKS: 5' MIN.
- SETBACKS SHOWN ON LOTS ARE MINIMUM DISTANCES FROM THE PROPERTY LINES FOR BUILDING ENVELOPE BOUNDARIES & HOME CONSTRUCTION INCLUDING PATIOS & ACCESSORY STRUCTURE UNLESS OTHERWISE SHOWN ON PLAT.
- *FRONT YARD SETBACKS FROM PROPERTY LINE:
 1. 18' MIN. SETBACK TO FACE OF GARAGE.
 2. 15' MIN. SETBACK TO LIVABLE FRONT PORCH OR SIDE ENTRY GARAGE.
- **REAR YARD SETBACKS: 15' MIN.
- BACK WINDOWS MAY ENCRACH UP TO 2' INTO REAR YARD SETBACK
- ALL LOTS ARE SINGLE FAMILY DETACHED.



STATE OF ARIZONA }
 COUNTY OF PINAL } ss.
 I, _____
 hereby certify that the within instrument is filed
 in the official records of this County as
 File No: _____
 Date: _____
 Request of:
 Witness my hand and official seal
 Virginia Ross
 Pinal County Recorder
 Deputy



WOOD/PATEL
 MISSION: CLIENT SERVICE™
 (850) 934-3300
 WWW.WOODPATEL.COM
 PHOENIX - MESA - TUCSON

ANTHEM AT MERRILL RANCH - UNIT 36
 FINAL PLAT

PRELIMINARY
 NOT FOR
 CONSTRUCTION
 OR RECORDING
 EXPIRES 12.31.17

CHECKED BY: G.S.R.
 CAD TECHNICIAN: L.E.
 SCALE: 1"=100'
 DATE: 03/25/15
 JOB NUMBER: 144229
 SHEET: 2 OF 7

STATE OF ARIZONA }
 COUNTY OF PINAL } ss.
 I, _____
 hereby certify that the within instrument is filed
 in the official records of the County as
 Fee No: _____
 Date: _____
 Request of: _____
 Witness my hand and official seal
 Virginia Ross Pinail County Recorder
 By: _____ Deputy

WOOD/PATEL
 MISSION: CLIENT SERVICE™
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ANTHEM AT MERRILL RANCH - UNIT 36
 FINAL PLAT

PRELIMINARY
 NOT
 FOR
 CONSTRUCTION
 OR RECORDING
 EXPIRES 10-31-17

CHECKED BY: G.S.R.
 CAD TECHNICIAN: L.E.
 SCALE: 1"=40'
 DATE: 02/25/15
 JOB NUMBER: 144229
 SHEET: 3 OF 7

CURVE TABLE

CURVE	DELTA	RADIUS	ARC	CHORD	BEARING	CHORD
C1	08°58'43"	780.00	122.23	573.0701	N123°01'W	123.11
C2	124°56'39"	470.00	1024.52	546°54'01"E	S83°58'W	833.58
C3	135°7'46"	880.00	214.40	N08°30'26"E	W213.92	31.87
C4	86°51'01"	30.00	45.47	S41°48'58"E	W41.24	54.55
C5	90°00'00"	25.00	39.27	N49°45'32"E	W35.36	35.36
C6	07°33'13"	200.00	26.37	S00°58'55"W	W26.35	26.35
C7	87°50'30"	220.00	337.29	S39°09'44"E	W305.21	305.21
C8	03°25'21"	220.00	13.14	S03°02'51"W	W13.14	13.14
C9	10°55'45"	650.00	101.71	N77°47'06"W	W101.57	101.57
C10	36°14'58"	155.00	98.06	N00°36'42"W	W96.44	96.44
C11	38°35'05"	200.00	134.69	S23°26'23"W	W132.16	132.16
C12	124°51'50"	490.00	109.08	N78°51'51"W	W108.85	108.85
C13	89°23'19"	45.00	70.21	S40°32'49"E	W63.30	63.30
C14	124°51'50"	600.00	133.56	N78°51'51"W	W133.29	133.29
C15	90°00'00"	45.00	70.69	N62°30'47"E	W63.64	63.64
C16	86°51'01"	30.00	45.47	S51°20'01"W	W41.24	41.24
C17	77°19'41"	25.00	33.74	N46°34'38"W	W31.24	31.24
C18	29°34'40"	240.00	123.90	S22°42'08"E	W122.52	122.52
C19	80°17'18"	200.00	280.26	S42°56'20"E	W257.88	257.88
C20	80°13'23"	25.00	35.00	N02°31'33"E	W32.21	32.21
C21	80°13'23"	25.00	35.00	S82°50'37"W	W32.21	32.21
C22	28°02'17"	240.00	109.07	S70°03'50"E	W108.13	108.13
C23	103°35'45"	570.00	105.41	N77°47'06"W	W105.28	105.28
C24	103°35'45"	630.00	98.02	N77°47'06"W	W97.88	97.88
C25	80°00'00"	25.00	39.27	N62°30'47"E	W35.36	35.36
C26	90°00'00"	25.00	39.27	N27°29'13"W	W35.36	35.36
C27	68°25'10"	50.00	57.96	N15°41'52"W	W54.77	54.77
C28	246°25'19"	50.00	215.04	S74°18'08"W	W83.67	83.67
C29	38°35'05"	220.00	148.15	S23°26'23"W	W145.37	145.37
C30	38°35'05"	180.00	121.22	S23°26'23"W	W118.94	118.94
C31	89°23'19"	25.00	39.00	S40°32'49"E	W35.17	35.17
C32	90°36'41"	25.00	39.54	S49°27'11"W	W35.54	35.54
C33	124°51'50"	610.00	113.53	N78°51'51"W	W113.29	113.29
C34	124°51'50"	470.00	104.82	N78°51'51"W	W104.41	104.41
C35	90°00'00"	25.00	39.27	N62°30'47"E	W35.36	35.36
C36	90°00'00"	25.00	39.27	N27°29'13"W	W35.36	35.36
C37	25°50'31"	50.00	22.55	N17°04'06"E	W22.36	22.36
C38	141°04'21"	50.00	123.11	S40°32'49"E	W94.29	94.29
C39	89°23'19"	25.00	39.00	S40°32'49"E	W35.17	35.17
C40	25°50'31"	50.00	22.55	S81°50'16"W	W22.36	22.36
C41	90°00'00"	25.00	39.27	N40°14'28"W	W35.36	35.36
C42	92°43'00"	25.00	40.44	S51°07'01"W	W36.18	36.18
C43	124°51'50"	620.00	138.01	N78°51'51"W	W137.73	137.73
C44	100°21'6"	580.00	101.61	N77°30'21"W	W101.48	101.48
C45	90°00'00"	25.00	39.27	N62°30'47"E	W35.36	35.36
C46	25°50'31"	50.00	22.55	N53°35'58"W	W22.36	22.36
C47	141°41'02"	50.00	123.64	N62°30'47"E	W94.46	94.46
C48	25°50'31"	50.00	22.55	S04°35'31"W	W22.36	22.36
C49	96°31'30"	30.00	50.54	N53°01'17"E	W44.77	44.77
C50	96°31'30"	30.00	50.54	S43°01'37"E	W44.77	44.77

LINE TABLE

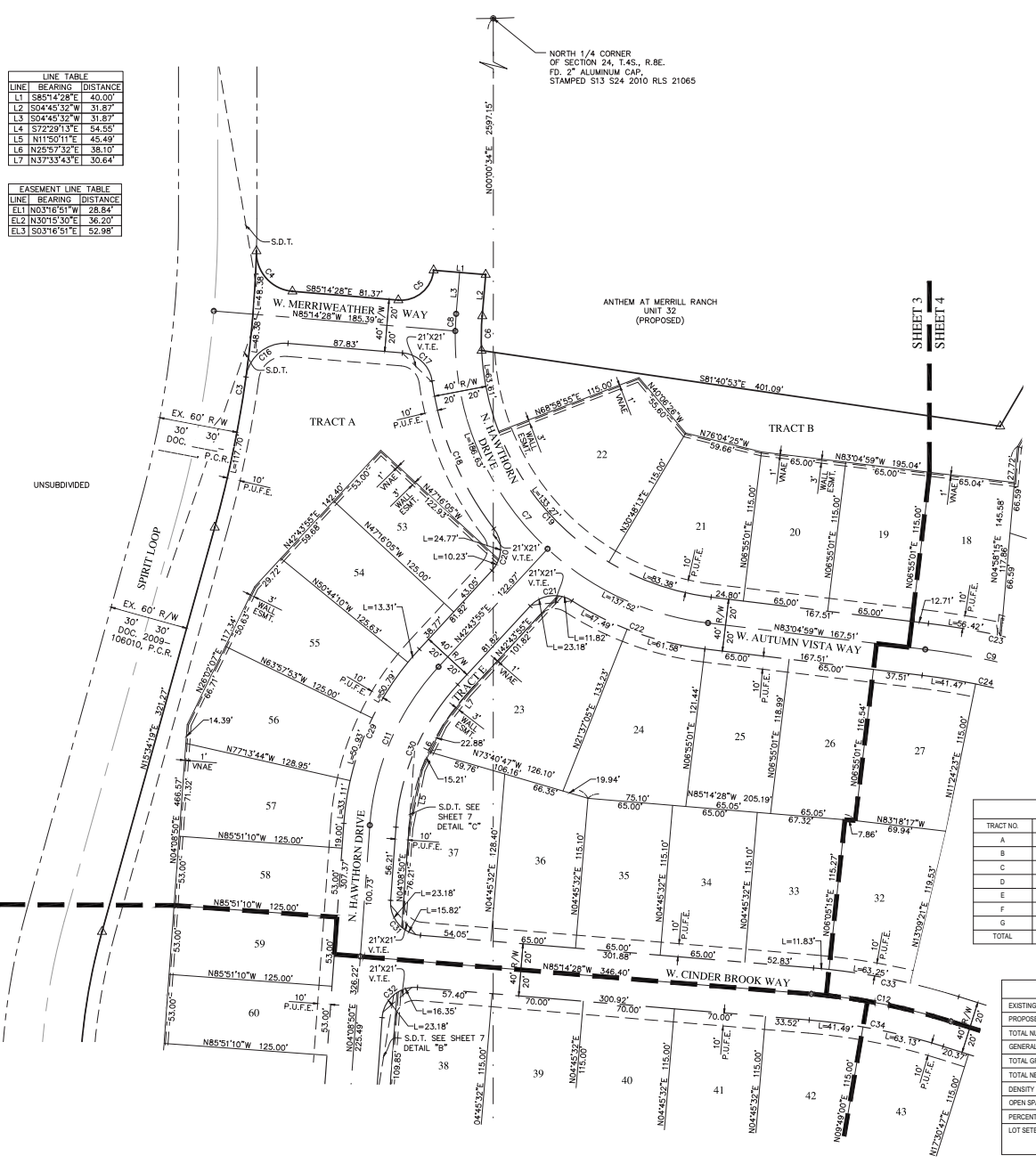
LINE	BEARING	DISTANCE
L1	S85°42'28"E	40.00
L2	S04°45'32"W	31.87
L3	S04°45'32"W	31.87
L4	S72°29'13"E	54.55
L5	N11°50'11"E	45.49
L6	N25°57'32"E	38.10
L7	N37°33'43"E	30.64

EASEMENT LINE TABLE

LINE	BEARING	DISTANCE
EL1	N03°18'51"W	28.84
EL2	N30°15'30"E	36.20
EL3	S03°16'51"E	52.98

EASEMENT CURVE TABLE

CURVE	DELTA	RADIUS	ARC	CHORD	BEARING	CHORD
ECT	25°34'41"	50.00	20.58	364°59'51"W	W20.43	20.43

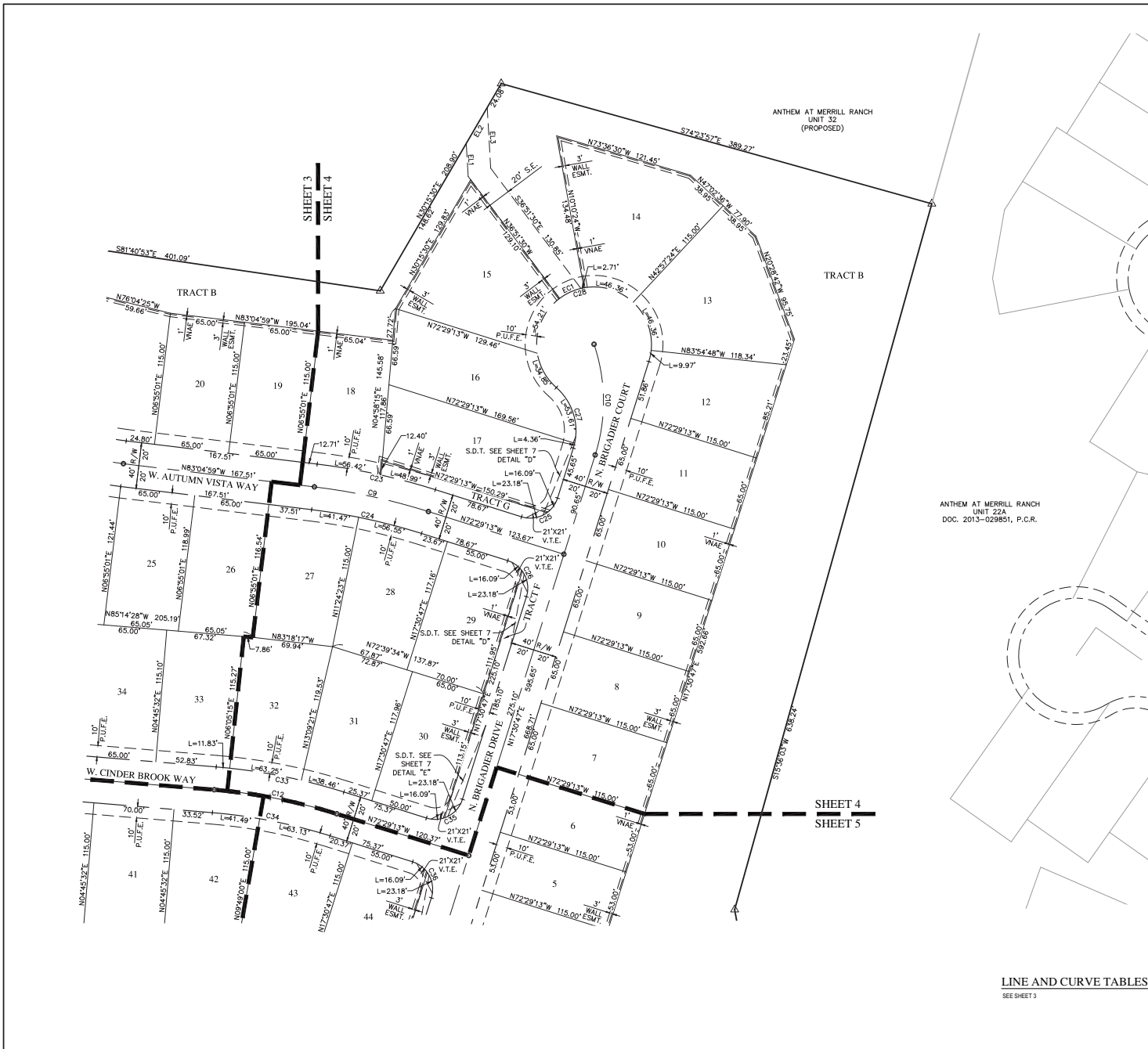


TRACT TABLE

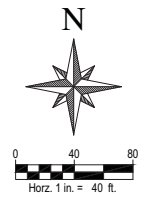
TRACT NO.	SQ. FT.	ACRES	USE
A	80,871	1.86	OPEN SPACE, RETENTION L.S.E. D.E. P.A.E.
B	227,860	5.23	OPEN SPACE, RETENTION L.S.E. D.E. P.A.E.
C	2,080	0.06	OPEN SPACE, L.S.E.
D	2,129	0.06	OPEN SPACE, L.S.E.
E	2,928	0.07	OPEN SPACE, L.S.E.
F	2,131	0.05	OPEN SPACE, L.S.E.
G	1,468	0.03	OPEN SPACE, L.S.E.
TOTAL	319,243	7.33	

LAND USE SUMMARY TABLE

EXISTING ZONING	PUD R-1
PROPOSED ZONING	PUD R-1 (100% OF LOTS)
TOTAL NUMBER OF LOTS	69
GENERAL PLAN CLASSIFICATION	MPC
TOTAL GROSS AREA	1,017,428 SQ.FT. 23.36 AC
TOTAL NET AREA	1,017,428 SQ.FT. 23.36 AC
DENSITY	2.95 DUNET AC
OPEN SPACE	319,243 SQ.FT. 7.33 AC
PERCENTAGE OF OPEN SPACE	31.38%
LOT SETBACKS	FRONT - 18' GARAGE, 15' LIVABLE REAR - 10' SIDE - 5'



STATE OF ARIZONA }
 COUNTY OF PINAL } ss.
 I hereby certify that the within instrument is filed
 in the official records of this County as
 Fee No: _____
 Date: _____
 Request of: _____
 Witness my hand and official seal
 Virginia Ross Pinal County Recorder
 By: _____ Deputy



LOT TABLE

LOT NO.	SQ. FT.	ACRES	LOT NO.	SQ. FT.	ACRES
1	7,086	0.16	36	7,914	0.18
2	6,882	0.16	37	9,124	0.21
3	6,351	0.15	38	8,261	0.19
4	6,095	0.14	39	8,050	0.18
5	6,095	0.14	40	8,050	0.18
6	6,095	0.14	41	8,050	0.18
7	7,475	0.17	42	8,073	0.19
8	7,475	0.17	43	8,773	0.20
9	7,475	0.17	44	8,026	0.19
10	7,475	0.17	45	7,770	0.18
11	7,475	0.17	46	6,729	0.15
12	6,466	0.15	47	6,755	0.16
13	11,969	0.27	48	6,796	0.16
14	12,074	0.28	49	6,670	0.15
15	10,799	0.25	50	6,670	0.15
16	10,554	0.23	51	6,670	0.15
17	10,540	0.24	52	6,742	0.15
18	7,759	0.18	53	6,618	0.15
19	7,475	0.17	54	6,968	0.16
20	7,475	0.17	55	6,272	0.14
21	9,917	0.23	56	8,307	0.19
22	11,064	0.26	57	7,758	0.18
23	12,030	0.28	58	6,625	0.15
24	9,977	0.23	59	6,625	0.15
25	7,814	0.18	60	6,625	0.15
26	7,655	0.18	61	6,625	0.15
27	8,650	0.20	62	6,625	0.15
28	8,637	0.20	63	6,537	0.15
29	6,170	0.14	64	8,977	0.21
30	7,650	0.18	65	10,258	0.24
31	8,078	0.19	66	7,361	0.17
32	8,222	0.19	67	6,625	0.15
33	7,596	0.17	68	6,625	0.15
34	7,482	0.17	69	6,625	0.15
35	7,482	0.17	70	6,625	0.15
TOTAL		560,060	12.53		
AVERAGE		7,914	0.18		

ALL LOTS ARE PUD R-1

- LEGEND**
- ▲ CORNER OF THIS SUBDIVISION
 - SET MONUMENT W/RLS TAG OR CAP UNLESS OTHERWISE NOTED
 - SURVEY MONUMENT FOUND AS NOTED
 - BRACK CAP TO BE SET BY CONTRACTOR AT TIME OF CONSTRUCTION
 - RIGHT-OF-WAY
 - EX EXISTING
 - FD FOUND
 - DOC DOCUMENT
 - P.U.F.E PUBLIC UTILITY AND FACILITIES EASEMENT
 - V.N.A.E VEHICULAR NON-ACCESS EASEMENT
 - P.C.R. PINAL COUNTY RECORDS
 - S.E. SEWER EASEMENT
 - V.T.E. VISIBILITY TRIANGLE EASEMENT
 - ESMT. EASEMENT
 - S.D.T. SIGHT DISTANCE TRIANGLE
 - L.S.E. LANDSCAPE EASEMENT
 - D.E. DRAINAGE EASEMENT
 - P.A.E. PEDESTRIAN ACCESS EASEMENT
 - BOUNDARY LINE
 - LOT LINE
 - CENTER LINE
 - SECTION LINE
 - RIGHT-OF-WAY LINE
 - - - EASEMENT LINE AS NOTED

LINE AND CURVE TABLES
 SEE SHEET 3

WOOD/PATEL
 MISSION: CLIENT SERVICE™
 WWW.WOODPATEL.COM
 (480) 934-3300
 PHOENIX - MESA - TUCSON

ANTHEM AT MERRILL RANCH - UNIT 36
 FINAL PLAT



CHECKED BY: G.S.R.
 CAD TECHNICIAN: L.E.
 SCALE: 1"=40'
 DATE: 03/25/15
 JOB NUMBER: 144229
 SHEET: 4 OF 7

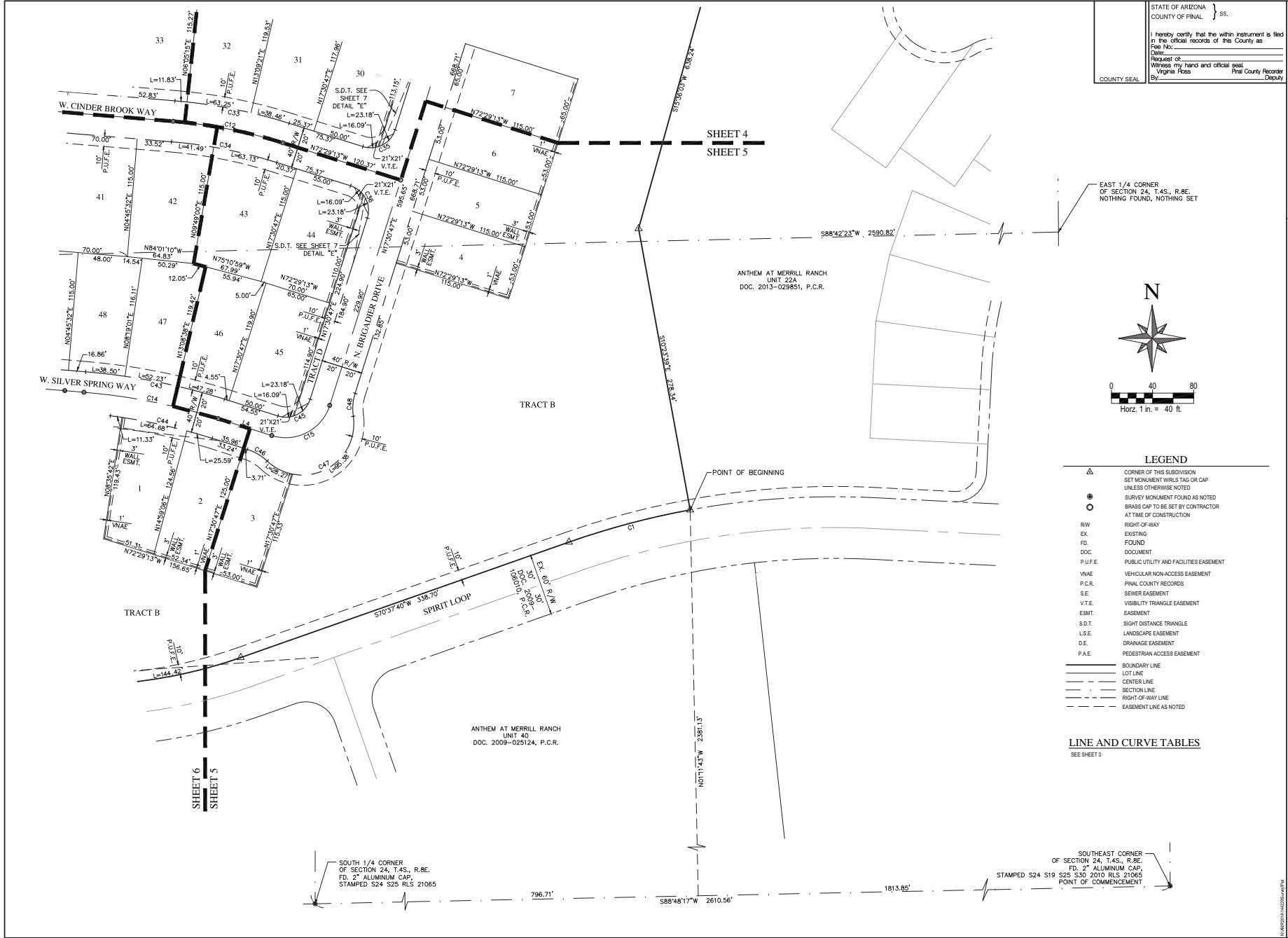
STATE OF ARIZONA }
 COUNTY OF PINAL } ss.
 I, _____, hereby certify that the within instrument is filed in the official records of this County as Fee No: _____ Date: _____ Request of: _____ Witness my hand and official seal. _____ Pinale County Recorder, Phoenix, Arizona
 COUNTY SEAL By: _____ Deputy

WOOD/PATEL
 MISSION: CLIENT SERVICE™
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ANTHEM AT MERRILL RANCH - UNIT 36
 FINAL PLAT

PRELIMINARY
 NOT FOR
 CONSTRUCTION
 OR RECORDING
 EXPIRES 12.31.17

CHECKED BY: G.S.R.
 CAD TECHNICIAN: L.E.
 SCALE: 1"=40'
 DATE: 02/25/15
 JOB NUMBER: 144229
 SHEET: 5 OF 7



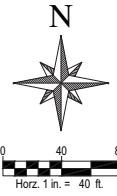
EAST 1/4 CORNER OF SECTION 24, T.4S., R.8E. NOTHING FOUND, NOTHING SET

ANTHEM AT MERRILL RANCH UNIT 22A DOC. 2013-029851, P.C.R.

ANTHEM AT MERRILL RANCH UNIT 40 DOC. 2009-025124, P.C.R.

SOUTH 1/4 CORNER OF SECTION 24, T.4S., R.8E. FD. 2" ALUMINUM CAP, STAMPED S24 S25 R15 21065

SOUTHEAST CORNER OF SECTION 24, T.4S., R.8E. FD. 2" ALUMINUM CAP, STAMPED S24 S19 S25 S30 2010 R15 21065 POINT OF COMMENCEMENT



LEGEND

△	CORNER OF THIS SUBDIVISION SET MONUMENT WITH TAG OR CAP UNLESS OTHERWISE NOTED
●	SURVEY MONUMENT FOUND AS NOTED BRASS CAP TO BE SET BY CONTRACTOR AT TIME OF CONSTRUCTION
○	RIGHT-OF-WAY
RW	RIGHT-OF-WAY
EX	EXISTING
FD	FOUND
DOC	DOCUMENT
P.U.F.E.	PUBLIC UTILITY AND FACILITIES EASEMENT
V.N.A.E.	VEHICULAR NON-ACCESS EASEMENT
P.C.R.	PINAL COUNTY RECORDS
S.E.	SEWER EASEMENT
V.T.E.	VISIBILITY TRIANGLE EASEMENT
ESMT.	EASEMENT
S.D.T.	SIGHT DISTANCE TRIANGLE
L.S.E.	LANDSCAPE EASEMENT
D.E.	DRAINAGE EASEMENT
P.A.E.	PEDESTRIAN ACCESS EASEMENT
—	BOUNDARY LINE
---	LOT LINE
---	CENTER LINE
---	SECTION LINE
---	RIGHT-OF-WAY LINE
---	EASEMENT LINE AS NOTED

LINE AND CURVE TABLES
 SEE SHEET 3

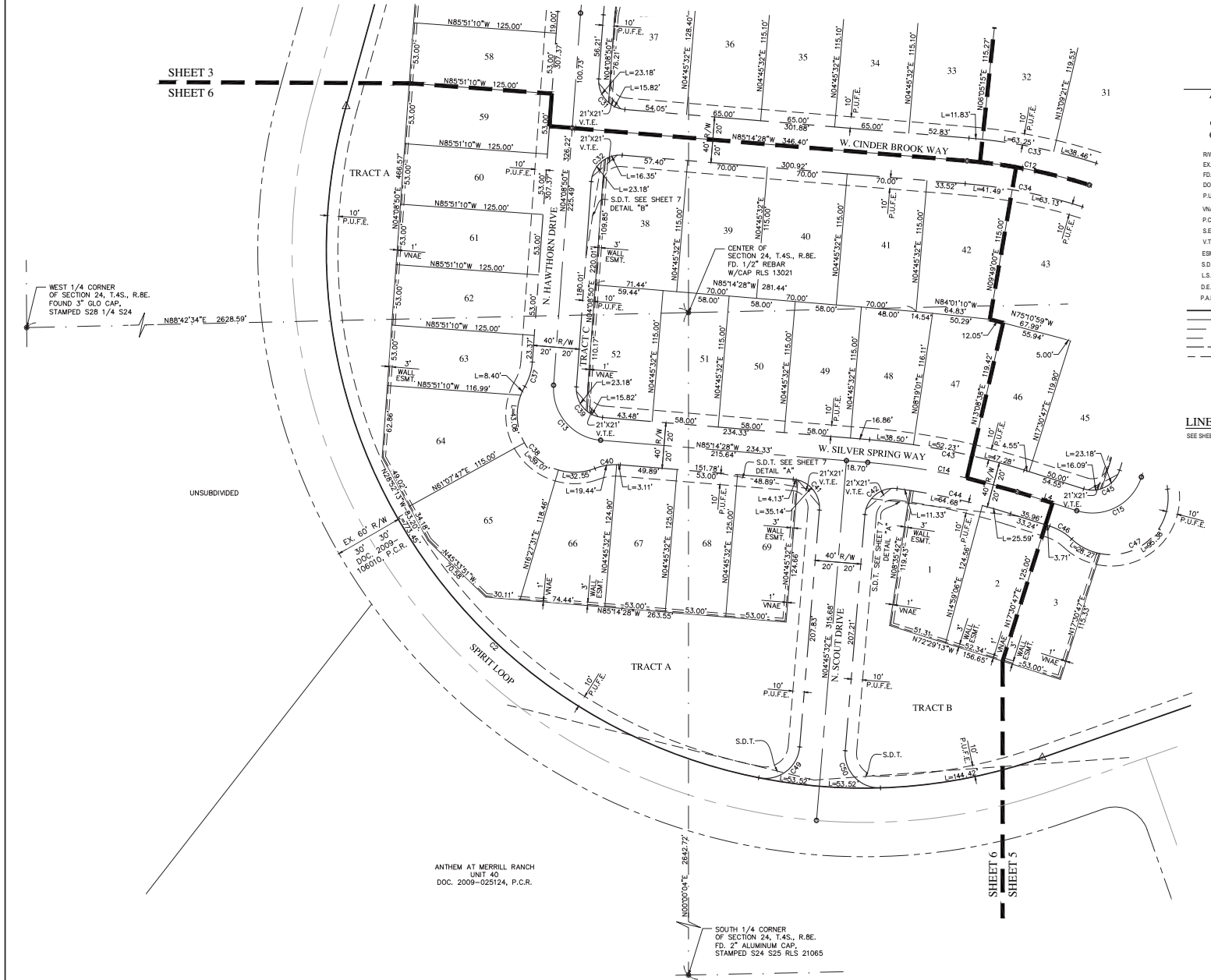
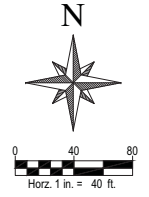
SHEET 3
SHEET 6

STATE OF ARIZONA }
COUNTY OF PINAL } ss.
I hereby certify that the within instrument is filed
in the official records of this County as
Fee No: _____
Date: _____
Request of: _____
Witness my hand and official seal
Virginia Ross Pinal County Recorder
By: _____ Deputy

WOOD/PATEL
MISSION: CLIENT SERVICE™
WWW.WOODPATEL.COM
(800) 934-3300
PHOENIX - MESA - TUCSON

- LEGEND**
- △ CORNER OF THIS SUBDIVISION
 - SET MONUMENT W/RS TAG OR CAP
 - UNLESS OTHERWISE NOTED
 - SURVEY MONUMENT FOUND AS NOTED
 - BRASS CAP TO BE SET BY CONTRACTOR
 - AT TIME OF CONSTRUCTION
 - R/W RIGHT-OF-WAY
 - EX EXISTING
 - FD FOUND
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 - V.T.E. VISIBILITY TRIANGLE EASEMENT
 - ESMT. EASEMENT
 - S.D.T. SIGHT DISTANCE TRIANGLE
 - L.S.E. LANDSCAPE EASEMENT
 - D.E. DRAINAGE EASEMENT
 - P.A.E. PEDESTRIAN ACCESS EASEMENT
 - BOUNDARY LINE
 - - - LOT LINE
 - - - CENTER LINE
 - - - SECTION LINE
 - - - RIGHT-OF-WAY LINE
 - - - EASEMENT LINE AS NOTED

LINE AND CURVE TABLES
SEE SHEET 3



WEST 1/4 CORNER
OF SECTION 24, T.4S., R.8E.
FOUND 3" G.L.O. CAP,
STAMPED S28 1/4 S24

N88°42'34"E 2628.59'

UNSUBDIVIDED

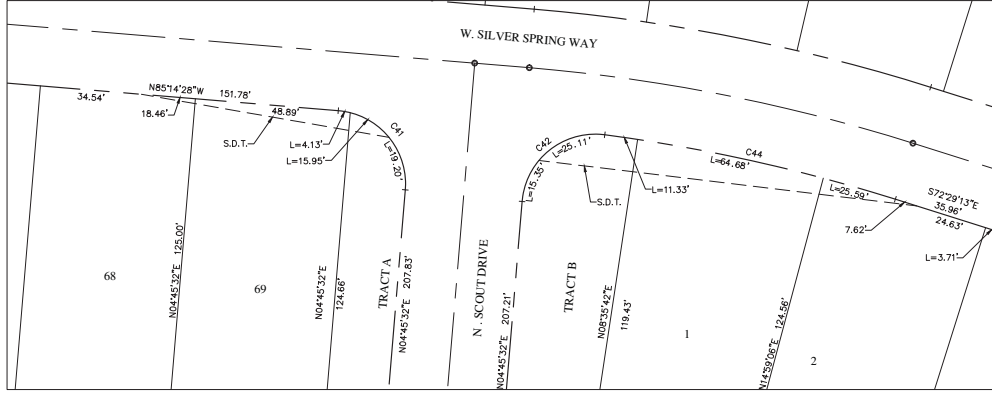
ANTHEM AT MERRILL RANCH
UNIT 40
DOC. 2009-025124, P.C.R.

SOUTH 1/4 CORNER
OF SECTION 24, T.4S., R.8E.
FD. 2" ALUMINUM CAP,
STAMPED S24 S25 RLS 21065

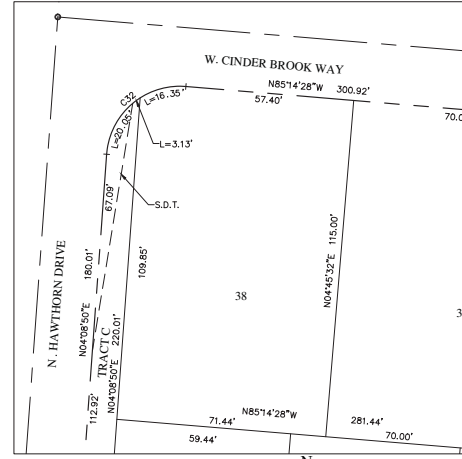
ANTHEM AT MERRILL RANCH - UNIT 36
FINAL PLAT

PRELIMINARY
NOT
FOR
CONSTRUCTION
OR RECORDING
EXPIRES 12-31-17

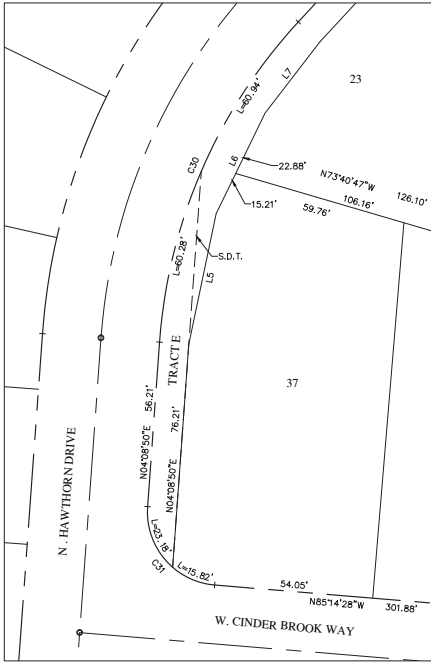
CHECKED BY: G.S.R.
CAD TECHNICIAN: L.E.
SCALE: 1"=40'
DATE: 03/25/15
JOB NUMBER: 144229
SHEET: 6 OF 7



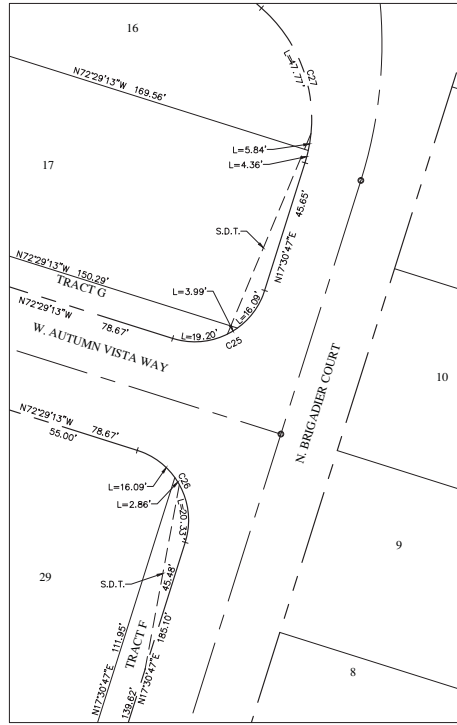
DETAIL "A"
SCALE 1"=20'



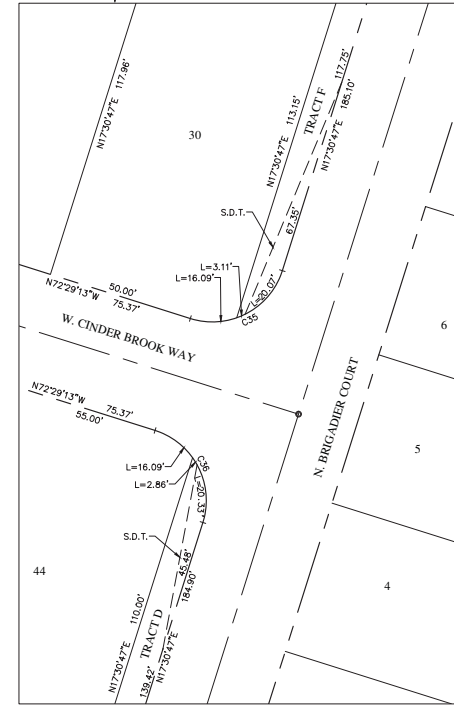
DETAIL "B"
SCALE 1"=20'



DETAIL "C"
SCALE 1"=20'



DETAIL "D"
SCALE 1"=20'



DETAIL "E"
SCALE 1"=20'




STATE OF ARIZONA }
COUNTY OF PINAL } ss.
I hereby certify that the within instrument is filed
in the official records of this County as
Fee No: _____
Date: _____
Request of: _____
Witness my hand and official seal
Virginia Ross
Pinal County Recorder
Deputy

WOOD/PATEL
MISSION: CLIENT SERVICE™
WWW.WOODPATEL.COM
PHOENIX - MESA - TUCSON

ANTHEM AT MERRILL RANCH - UNIT 36
FINAL PLAN



CHECKED BY: G.S.R.
CAD TECHNICIAN: L.E.
SCALE: 1"=20'
DATE: 03/25/15
JOB NUMBER: 144229
SHEET: 7 OF 7

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 9j.
MEETING DATE: April 20, 2015 DEPARTMENT: Community Development STAFF PRESENTER: Mark Eckhoff, AICP, Community Development Director SUBJECT: Resolution No. 1509-15: Merrill Ranch Constitution Way Phase 2 and National Way Map of Dedication		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <ul style="list-style-type: none"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1509-15: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE MAP OF DEDICATION FOR CONSTITUTION WAY PHASE 2 AND NATIONAL WAY, REQUIRING THE PROVISION OF AN INFRASTRUCTURE IMPROVEMENT ASSURANCE OR WITHHOLDING OF RECORDATION TO SECURE THE SATISFACTORY CONSTRUCTION, INSTALLATION AND DEDICATION OF REQUIRED IMPROVEMENTS; ESTABLISHING A DEADLINE FOR REQUIRED IMPROVEMENTS TO BE COMPLETED; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

BACKGROUND/DISCUSSION:

Pulte Homes is requesting approval of this Map of Dedication. Constitution Way and National Way are both defined as a major collector roadways, each having an 80-foot right-of-way. These roadways will provide connectivity from the Anthem at Merrill Ranch Parkside community to the first phases of Merrill Ranch. National Way provides convenient connectivity to Felix Road and Constitution Way connects to Merrill Ranch Parkway, which in turn connects to both Hunt Highway and Felix Road. Constitution Way improvements are expected to be completed by 2016 and National Way improvements will extend eastward to Felix Road in two phases by 2019 (sooner based on the rate of development).

It is noted that these planned roadway dedications and improvements are directly correlated with Pulte's plans to develop Merrill Ranch Unit 53, which is within the Merrill Ranch PUD, but was recently incorporated into the Anthem at Merrill Ranch master planned community.

FINANCIAL IMPACT:

Pulte Homes will construct the roadways to Town standards. The Town will maintain the roadways after the end of the construction warranty periods.

RECOMMENDATION:

Motion to adopt Resolution No. 1509-15 for the Merrill Ranch Constitution Way Phase 2 and National Way Map of Dedication located within the Merrill Ranch development.

ATTACHMENTS:

Resolution No. 1509-15
Constitution Way Phase 2 and National Way Map of Dedication

RESOLUTION NO. 1509-15

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE MAP OF DEDICATION FOR CONSTITUTION WAY PHASE 2 AND NATIONAL WAY, REQUIRING THE PROVISION OF AN INFRASTRUCTURE IMPROVEMENT ASSURANCE OR WITHHOLDING OF RECORDATION TO SECURE THE SATISFACTORY CONSTRUCTION, INSTALLATION AND DEDICATION OF REQUIRED IMPROVEMENTS; ESTABLISHING A DEADLINE FOR REQUIRED IMPROVEMENTS TO BE COMPLETED; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

BE IT RESOLVED by the Mayor and Council of the Town of Florence, Arizona, as follows:

1. Approve the Map of Dedication for Constitution Way Phase 2 and National Way subject to Developer/Owner's compliance with all applicable laws and ordinances.
2. Require that the Developer/Owner secures its provision of the installation or construction of the required improvements with one of the following alternatives prior to execution of the plat by Town officials and employees and recordation of the Map of Dedication with the Office of the Pinal County Recorder:
 - a. Provide an infrastructure assurance in an amount of the full cost, as determined by the Town Engineer, of the materials and the installation or construction necessary to complete the roadway improvements. Said guarantee shall be in the form of a performance bond, an irrevocable letter of credit, or cash funds in escrow or on deposit with the Town prior to recording of the Map of Dedication. The required improvements for which the guarantee is provided must be completed in accordance with the construction schedule approved by the Town Engineer or the Town may, without further Council action, declare the financial guarantee to be in default, call on the guarantee, and require that all the improvements be installed; or
 - b. At the request of the Developer/Owner, the Developer/Owner shall enter into an agreement which shall require completion of the required improvements no later than twelve months from the date this Map of Dedication is approved herein and the Town Community Development Director shall withhold recordation of the map of dedication in the Office of the Pinal County Recorder until the Town Engineer has verified such completion. If Developer/Owner does not complete the improvements within 12 months of this approval, the approval shall expire and be deemed withdrawn.

3. Authorize execution by the Town Manager of any documentation necessary to provide the above-referenced financial guarantee and/or agreement requiring completion of the public improvements.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this 20th day of April 2015.

Tom J. Rankin, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

MAP OF DEDICATION CONSTITUTION WAY-PHASE 2 AND NATIONAL WAY

SITUATED WITHIN SECTION 30,
TOWNSHIP 4 SOUTH, RANGE 9 EAST OF
THE GILA AND SALT RIVER MERIDIAN,
TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

DEDICATION

STATE OF _____ }
COUNTY OF _____ } SS.

KNOW ALL MEN BY THESE PRESENTS:

PULTE HOME CORPORATION, A MICHIGAN CORPORATION (HEREINAFTER REFERRED TO IN THIS MAP OF DEDICATION AS THE "MASTER DEVELOPER"), AS OWNER HAS DEDICATED UNDER THE NAME OF CONSTITUTION WAY, PHASE 2 AND NATIONAL WAY, LOCATED WITHIN SECTION 30, TOWNSHIP 4 SOUTH, RANGE 9 EAST, OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, TOWN OF FLORENCE, ARIZONA AND HEREBY DECLARES THIS MAP OF DEDICATION SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE RIGHT OF WAY SHOWN HEREON, AND SAID RIGHT OF WAY SHALL BE KNOWN BY THE NAME GIVEN.

OWNER WARRANTS AND REPRESENTS TO THE TOWN OF FLORENCE TO BE THE SOLE OWNER OF THE PROPERTY COVERED HEREBY AND THAT EVERY LENDER, EASEMENT HOLDER OR OTHER PERSON HAVING AN INTEREST IN THE LAND ADVERSE TO OR INCONSISTENT WITH THE DEDICATIONS, CONVEYANCES OR OTHER REAL PROPERTY INTERESTS CREATED OR TRANSFERRED BY THIS MAP HAS CONSENTED TO OR JOINED IN THIS MAP, AS EVIDENCE BY INSTRUMENTS WHICH ARE RECORDED WITH THE PINAL COUNTY RECORDER'S OFFICE OR WHICH OWNER WILL RECORD NO LATER THAN THE DATE ON WHICH THIS MAP IS RECORDED.

THE RIGHT OF WAY SHOWN ON THIS MAP OF DEDICATION IS DEDICATED TO THE PUBLIC FOR ROADWAY PURPOSES INCLUDING, BUT NOT LIMITED TO, ACCESS, DRAINAGE, TELECOMMUNICATIONS AND PUBLIC UTILITIES.

IN WITNESS WHEREOF:

PULTE HOME CORPORATION, A MICHIGAN CORPORATION, AS AN OWNER, HAS HERETO CAUSED ITS NAME TO BE AFFIXED AND HAS EXECUTED THIS MAP OF DEDICATION BY THE SIGNATURE OF THE UNDERSIGNED, DULY AUTHORIZED, THIS _____ DAY OF _____, 20____.

PULTE HOME CORPORATION, A MICHIGAN CORPORATION;

BY: _____
ITS: _____

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } SS.

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE _____ OF PULTE HOME CORPORATION, A MICHIGAN CORPORATION, AND BEING AUTHORIZED TO DO SO ON BEHALF OF SAID ENTITY, EXECUTED THIS MAP OF DEDICATION FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS THEREOF, I HAVE HERETO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC MY COMMISSION EXPIRES _____

DEDICATION

STATE OF _____ }
COUNTY OF _____ } SS.

KNOW ALL MEN BY THESE PRESENTS:

SWWP-GTIS MR LLC, A DELAWARE LIMITED LIABILITY CORPORATION (HEREINAFTER REFERRED TO IN THIS MAP OF DEDICATION AS THE "MASTER DEVELOPER"), AS OWNER HAS DEDICATED UNDER THE NAME OF CONSTITUTION WAY, PHASE 2 AND NATIONAL WAY, LOCATED WITHIN SECTION 30, TOWNSHIP 4 SOUTH, RANGE 9 EAST, OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, TOWN OF FLORENCE, ARIZONA AND HEREBY DECLARES THIS MAP OF DEDICATION SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE RIGHT OF WAY SHOWN HEREON, AND SAID RIGHT OF WAY SHALL BE KNOWN BY THE NAME GIVEN.

OWNER WARRANTS AND REPRESENTS TO THE TOWN OF FLORENCE TO BE THE SOLE OWNER OF THE PROPERTY COVERED HEREBY AND THAT EVERY LENDER, EASEMENT HOLDER OR OTHER PERSON HAVING AN INTEREST IN THE LAND ADVERSE TO OR INCONSISTENT WITH THE DEDICATIONS, CONVEYANCES OR OTHER REAL PROPERTY INTERESTS CREATED OR TRANSFERRED BY THIS MAP HAS CONSENTED TO OR JOINED IN THIS MAP, AS EVIDENCE BY INSTRUMENTS WHICH ARE RECORDED WITH THE PINAL COUNTY RECORDER'S OFFICE OR WHICH OWNER WILL RECORD NO LATER THAN THE DATE ON WHICH THIS MAP IS RECORDED.

THE RIGHT OF WAY SHOWN ON THIS MAP OF DEDICATION IS DEDICATED TO THE PUBLIC FOR ROADWAY PURPOSES INCLUDING, BUT NOT LIMITED TO, ACCESS, DRAINAGE, TELECOMMUNICATIONS AND PUBLIC UTILITIES.

IN WITNESS WHEREOF:

SWWP-GTIS MR LLC, A DELAWARE LIMITED LIABILITY CORPORATION, AS AN OWNER, HAS HERETO CAUSED ITS NAME TO BE AFFIXED AND HAS EXECUTED THIS MAP OF DEDICATION BY THE SIGNATURE OF THE UNDERSIGNED, DULY AUTHORIZED, THIS _____ DAY OF _____, 20____.

SWWP-GTIS MR LLC, A DELAWARE LIMITED LIABILITY CORPORATION;

BY: _____
ITS: _____

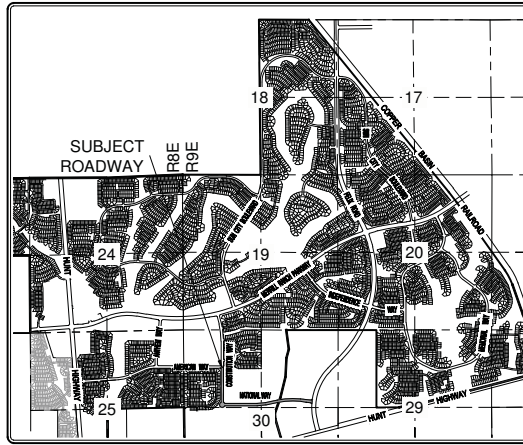
ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } SS.

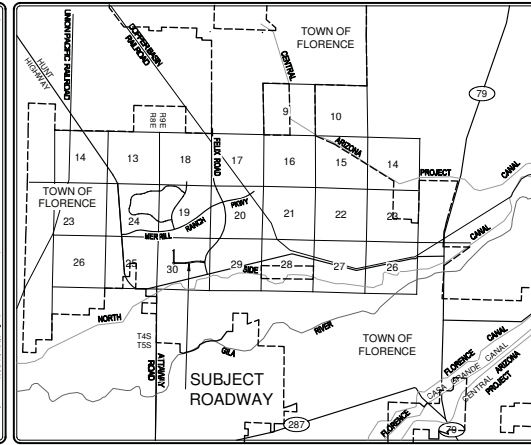
ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE _____ OF SWWP-GTIS MR LLC, A DELAWARE LIMITED LIABILITY CORPORATION, AND BEING AUTHORIZED TO DO SO ON BEHALF OF SAID ENTITY, EXECUTED THIS MAP OF DEDICATION FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS THEREOF, I HAVE HERETO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC MY COMMISSION EXPIRES _____



LOCATION MAP
1" = 200'



VICINITY MAP
NOT TO SCALE

MERRILL RANCH COMMUNITY FACILITIES DISTRICT

NOTWITHSTANDING THE FOREGOING, THE OWNERS HEREBY RESERVE ANY AND ALL INTERESTS IN INFRASTRUCTURE-RELATED REAL PROPERTY. THE RESERVATION OF SUCH INTERESTS IS ONLY TO THE EXTENT NECESSARY TO ACCOMMODATE THE DISTRICT'S ACQUISITION OF, AND PAYMENT TO THE OWNERS FOR, SUCH INTERESTS AND ANY RELATED PUBLIC INFRASTRUCTURE AS CONTEMPLATED BY THE DEVELOPMENT AGREEMENT AND THE PRE-ANNEXATION AGREEMENT. AFTER SUCH ACQUISITION BY THE DISTRICT, THE OWNERS WILL NO LONGER OWN SUCH INTERESTS. FOR PURPOSES OF THE FOREGOING, (A) "OWNERS" MEANS, COLLECTIVELY, PULTE HOME CORPORATION, A MICHIGAN CORPORATION, TOGETHER WITH SUCCESSORS AND ASSIGNS PURSUANT TO THE DEVELOPMENT AGREEMENT, (B) "INFRASTRUCTURE-RELATED REAL PROPERTY" MEANS ANY AND ALL OF THE FOREGOING REAL PROPERTY (I) ON OR OTHERWISE APPURTENANT TO WHICH ANY "PUBLIC INFRASTRUCTURE" (AS SUCH TERM IS DEFINED IN SECTION 48-701, ARIZONA REVISED STATUTES, AS AMENDED) HAS BEEN OR IS TO BE CONSTRUCTED, (II) WHICH IS OR IS TO BECOME SUCH PUBLIC INFRASTRUCTURE, OR (III) THE ACQUISITION OF WHICH WOULD CONSTITUTE A "PUBLIC INFRASTRUCTURE PURPOSE" (AS SUCH TERM IS DEFINED IN SUCH SECTION), (C) "PRE-ANNEXATION AGREEMENT" MEANS THE PRE-ANNEXATION AND DEVELOPMENT AGREEMENT RECORDED AS FEE NUMBER DOCUMENT 2003-086513 ON THE OFFICIAL RECORDS OF THE PINAL COUNTY RECORDER, (D) "DISTRICT" MEANS THE COMMUNITY FACILITIES DISTRICT TO BE FORMED HEREAFTER BY THE TOWN OF FLORENCE, ARIZONA (THE "MUNICIPALITY") AND PRESENTLY ANTICIPATED TO BE KNOWN AS "MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1," AS CONTEMPLATED BY THE PRE-ANNEXATION AGREEMENT, AND (E) "DEVELOPMENT AGREEMENT" MEANS THE DEVELOPMENT AGREEMENT TO BE ENTERED INTO AMONG THE OWNERS, THE MUNICIPALITY, AND THE DISTRICT.

DEDICATION

STATE OF _____ }
COUNTY OF _____ } SS.

KNOW ALL MEN BY THESE PRESENTS:

ANTHEM PARKSIDE AT MERRILL RANCH COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION (HEREINAFTER REFERRED TO IN THIS MAP OF DEDICATION AS THE "HOA"), AS OWNER HAS DEDICATED UNDER THE NAME OF CONSTITUTION WAY, PHASE 2 AND NATIONAL WAY, LOCATED WITHIN SECTION 30, TOWNSHIP 4 SOUTH, RANGE 9 EAST, OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, TOWN OF FLORENCE, ARIZONA AND HEREBY DECLARES THIS MAP OF DEDICATION SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE RIGHT OF WAY SHOWN HEREON, AND SAID RIGHT OF WAY SHALL BE KNOWN BY THE NAME GIVEN.

OWNER WARRANTS AND REPRESENTS TO THE TOWN OF FLORENCE TO BE THE SOLE OWNER OF THE PROPERTY COVERED HEREBY AND THAT EVERY LENDER, EASEMENT HOLDER OR OTHER PERSON HAVING AN INTEREST IN THE LAND ADVERSE TO OR INCONSISTENT WITH THE DEDICATIONS, CONVEYANCES OR OTHER REAL PROPERTY INTERESTS CREATED OR TRANSFERRED BY THIS MAP HAS CONSENTED TO OR JOINED IN THIS MAP, AS EVIDENCE BY INSTRUMENTS WHICH ARE RECORDED WITH THE PINAL COUNTY RECORDER'S OFFICE OR WHICH OWNER WILL RECORD NO LATER THAN THE DATE ON WHICH THIS MAP IS RECORDED.

THE RIGHT OF WAY SHOWN ON THIS MAP OF DEDICATION IS DEDICATED TO THE PUBLIC FOR ROADWAY PURPOSES INCLUDING, BUT NOT LIMITED TO, ACCESS, DRAINAGE, TELECOMMUNICATIONS AND PUBLIC UTILITIES.

IN WITNESS WHEREOF:

ANTHEM PARKSIDE AT MERRILL RANCH COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION AS AN OWNER, HAS HERETO CAUSED ITS NAME TO BE AFFIXED AND HAS EXECUTED THIS MAP OF DEDICATION BY THE SIGNATURE OF THE UNDERSIGNED, DULY AUTHORIZED, THIS _____ DAY OF _____, 20____.

ANTHEM PARKSIDE AT MERRILL RANCH COMMUNITY ASSOCIATION, INC.;

BY: _____
ITS: _____

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } SS.

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE _____ OF ANTHEM PARKSIDE AT MERRILL RANCH COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION AND BEING AUTHORIZED TO DO SO ON BEHALF OF SAID ENTITY, EXECUTED THIS MAP OF DEDICATION FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS THEREOF, I HAVE HERETO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC MY COMMISSION EXPIRES _____

SHEET INDEX

SHEET NO.	CONTENTS
1 OF 5	COVER SHEET
2 OF 5	INDEX MAP
3 OF 5	ROAD LAYOUT
4 OF 5	ROAD LAYOUT
5 OF 5	ROAD LAYOUT

BASIS OF BEARING

THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 30, (THE NORTHWEST CORNER BEING AN AC LS 21065, FOUND, AND THE NORTH QUARTER CORNER BEING AN AC LS 21065, FOUND) TOWNSHIP 4 SOUTH, RANGE 9 EAST, OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA; BEARING BEING S89°54'46"E, HORIZONTAL DISTANCE BETWEEN MONUMENTS BEING 2648.09'.

APPROVALS

APPROVED BY THE COMMUNITY DEVELOPMENT DIRECTOR AND THE TOWN ENGINEER OF THE TOWN OF FLORENCE, ARIZONA,

THIS _____ DAY OF _____, 20____.

APPROVED BY: _____ DATE: _____
COMMUNITY DEVELOPMENT DIRECTOR
TOWN OF FLORENCE, ARIZONA

APPROVED BY: _____ DATE: _____
TOWN ENGINEER
TOWN OF FLORENCE, ARIZONA

APPROVED BY THE COUNCIL OF THE TOWN OF FLORENCE, ARIZONA, THIS _____ DAY

OF _____, 20____.

APPROVED BY: _____ DATE: _____
MAYOR

ATTEST: _____ DATE: _____
TOWN CLERK

SURVEYOR CERTIFICATION

THIS IS TO CERTIFY THAT THIS MAP OF DEDICATION IS CORRECT AND ACCURATE AND THE MONUMENTS DESCRIBED HEREIN HAVE EITHER BEEN SET OR LOCATED AS DESCRIBED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED LAND SURVEYOR DATE _____

J.W. WEEKS, R.L.S. 43021
BAXTER DESIGN GROUP, LLC
7580 N. DOBSON RD., STE. 200
SCOTTSDALE, AZ 85256

RECORDER

STATE OF ARIZONA }
COUNTY OF PINAL } SS.
I hereby certify that the within instrument is filed in the official records of this County as File No. _____
Date: _____
Request of: _____
Witness my hand and official seal:
Virginia Ross Pinal County Recorder
By: _____ Deputy

OWNER / DEVELOPER
PULTE HOME CORP.
16767 PERIMETER DRIVE, SUITE 100
SCOTTSDALE, AZ 85206
480.391.6013

OWNER / DEVELOPER
SWWP-GTIS MR, LLC
7600 EAST DOUBLETREE ROAD, SUITE 130
SCOTTSDALE, AZ 85258
480.767.6533

SURVEYOR
BAXTER DESIGN GROUP
7580 N. DOBSON ROAD, SUITE 200
SCOTTSDALE, AZ 85256
480.818.6001

LAND USE INFORMATION

GROSS AREA	8.4565 ACRES
PULTE HOME CORP. AREA	6.2113 ACRES
SWWP-GTIS MR, LLC AREA	2.1659 ACRES
HOA AREA	0.0792 ACRES



DATE	FEBRUARY 27, 2015
DESIGNED BY	MDG
DRAWN BY	JWS
CHECKED BY	JWW
PROJECT	
REVISION	MOD

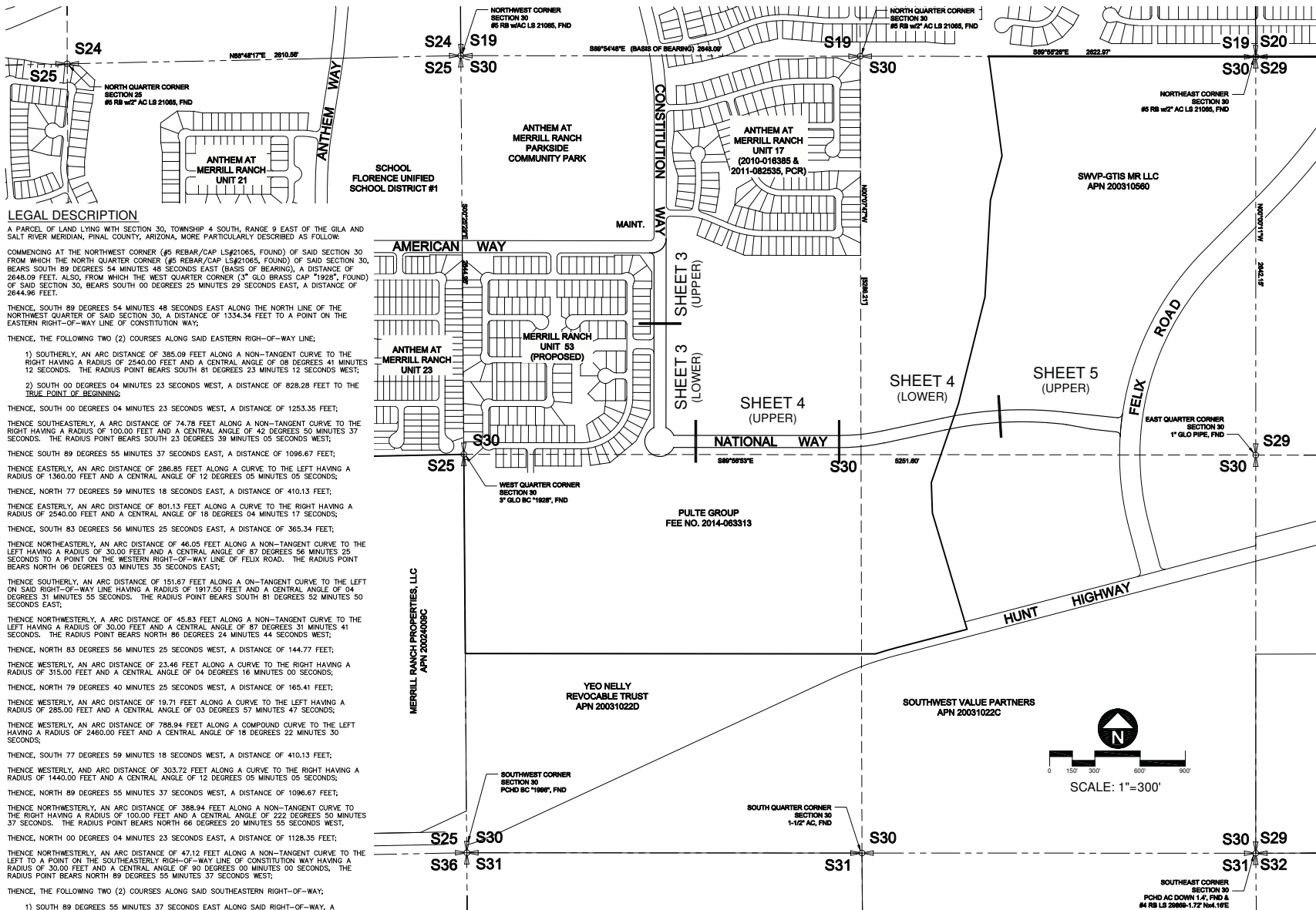
REVISION	

PULTE GROUP
CONSTITUTION WAY, PH.S. 2
AND NATIONAL WAY
MAP OF DEDICATION
SITUATED WITHIN SECTION 30,
TOWNSHIP 4 SOUTH, RANGE 9 EAST,
OF THE GILA AND SALT RIVER MERIDIAN,
TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

COVER
SHEET
SHEET 1 OF 5

480-818-6001
www.baxterdesigngroup.com
www.pinalcountyclerk.com | 2015-02-27-15:15 | 1/2015

VERSION 2



LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITH SECTION 30, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER (#5 REBAR/CAP L5#21065, FOUND) OF SAID SECTION 30 FROM WHICH THE NORTH QUARTER CORNER (#5 REBAR/CAP L5#21065, FOUND) OF SAID SECTION 30 BEARS SOUTH 89 DEGREES 54 MINUTES 48 SECONDS EAST (BASIS OF BEARING), A DISTANCE OF 2648.09 FEET. ALSO, FROM WHICH THE WEST QUARTER CORNER (3" GLO BRASS CAP "1928", FOUND) OF SAID SECTION 30, BEARS SOUTH 00 DEGREES 25 MINUTES 29 SECONDS EAST, A DISTANCE OF 2644.96 FEET.

THENCE, SOUTH 89 DEGREES 54 MINUTES 48 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, A DISTANCE OF 1334.34 FEET TO A POINT ON THE EASTERN RIGHT-OF-WAY LINE OF CONSTITUTION WAY;

THENCE, THE FOLLOWING TWO (2) COURSES ALONG SAID EASTERN RIGHT-OF-WAY LINE;

1) SOUTHERLY, AN ARC DISTANCE OF 385.09 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2540.00 FEET AND A CENTRAL ANGLE OF 08 DEGREES 41 MINUTES 12 SECONDS. THE RADIUS POINT BEARS SOUTH 61 DEGREES 23 MINUTES 12 SECONDS WEST;

2) SOUTH 00 DEGREES 04 MINUTES 23 SECONDS WEST, A DISTANCE OF 828.28 FEET TO THE TRUE POINT OF BEGINNING;

THENCE, SOUTH 00 DEGREES 04 MINUTES 23 SECONDS WEST, A DISTANCE OF 1253.35 FEET;

THENCE SOUTHEASTERLY, AN ARC DISTANCE OF 74.78 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1000.00 FEET AND A CENTRAL ANGLE OF 42 DEGREES 50 MINUTES 37 SECONDS. THE RADIUS POINT BEARS SOUTH 23 DEGREES 39 MINUTES 05 SECONDS WEST;

THENCE SOUTH 89 DEGREES 55 MINUTES 37 SECONDS EAST, A DISTANCE OF 1096.67 FEET;

THENCE EASTERLY, AN ARC DISTANCE OF 286.85 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1360.00 FEET AND A CENTRAL ANGLE OF 12 DEGREES 05 MINUTES 05 SECONDS;

THENCE, NORTH 77 DEGREES 59 MINUTES 18 SECONDS EAST, A DISTANCE OF 410.13 FEET;

THENCE EASTERLY, AN ARC DISTANCE OF 801.13 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2540.00 FEET AND A CENTRAL ANGLE OF 18 DEGREES 04 MINUTES 17 SECONDS;

THENCE, SOUTH 83 DEGREES 56 MINUTES 25 SECONDS EAST, A DISTANCE OF 365.34 FEET;

THENCE NORTHEASTERLY, AN ARC DISTANCE OF 46.05 FEET ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 87 DEGREES 56 MINUTES 25 SECONDS TO A POINT ON THE WESTERN RIGHT-OF-WAY LINE OF FELIX ROAD. THE RADIUS POINT BEARS NORTH 06 DEGREES 03 MINUTES 35 SECONDS EAST;

THENCE SOUTHERLY, AN ARC DISTANCE OF 151.67 FEET ALONG A ON-TANGENT CURVE TO THE LEFT ON SAID RIGHT-OF-WAY LINE HAVING A RADIUS OF 1017.50 FEET AND A CENTRAL ANGLE OF 04 DEGREES 31 MINUTES 55 SECONDS. THE RADIUS POINT BEARS SOUTH 81 DEGREES 52 MINUTES 50 SECONDS EAST;

THENCE NORTHWESTERLY, AN ARC DISTANCE OF 45.83 FEET ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 87 DEGREES 56 MINUTES 25 SECONDS. THE RADIUS POINT BEARS NORTH 86 DEGREES 24 MINUTES 44 SECONDS WEST;

THENCE, NORTH 83 DEGREES 56 MINUTES 25 SECONDS WEST, A DISTANCE OF 144.77 FEET;

THENCE WESTERLY, AN ARC DISTANCE OF 23.46 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 315.00 FEET AND A CENTRAL ANGLE OF 04 DEGREES 16 MINUTES 00 SECONDS;

THENCE, NORTH 79 DEGREES 40 MINUTES 25 SECONDS WEST, A DISTANCE OF 165.41 FEET;

THENCE WESTERLY, AN ARC DISTANCE OF 19.71 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 285.00 FEET AND A CENTRAL ANGLE OF 03 DEGREES 57 MINUTES 47 SECONDS;

THENCE WESTERLY, AN ARC DISTANCE OF 788.94 FEET ALONG A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 2460.00 FEET AND A CENTRAL ANGLE OF 18 DEGREES 22 MINUTES 30 SECONDS;

THENCE, SOUTH 77 DEGREES 59 MINUTES 18 SECONDS WEST, A DISTANCE OF 410.13 FEET;

THENCE WESTERLY, AN ARC DISTANCE OF 303.72 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1440.00 FEET AND A CENTRAL ANGLE OF 12 DEGREES 05 MINUTES 05 SECONDS;

THENCE, NORTH 89 DEGREES 55 MINUTES 37 SECONDS WEST, A DISTANCE OF 1096.67 FEET;

THENCE NORTHWESTERLY, AN ARC DISTANCE OF 388.94 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 222 DEGREES 50 MINUTES 37 SECONDS. THE RADIUS POINT BEARS NORTH 66 DEGREES 20 MINUTES 55 SECONDS WEST;

THENCE, NORTH 00 DEGREES 04 MINUTES 23 SECONDS EAST, A DISTANCE OF 1128.35 FEET;

THENCE NORTHWESTERLY, AN ARC DISTANCE OF 47.12 FEET ALONG A NON-TANGENT CURVE TO THE LEFT TO A POINT ON THE SOUTHEASTERN RIGHT-OF-WAY LINE OF CONSTITUTION WAY HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS. THE RADIUS POINT BEARS NORTH 89 DEGREES 55 MINUTES 37 SECONDS WEST;

THENCE, THE FOLLOWING TWO (2) COURSES ALONG SAID SOUTHEASTERN RIGHT-OF-WAY;

1) SOUTH 89 DEGREES 55 MINUTES 37 SECONDS EAST ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 15.00 FEET;

2) THENCE NORTHEASTERLY, AN ARC DISTANCE OF 149.23 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 95.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS TO THE TRUE POINT OF BEGINNING;

CONTAINING 8.4565 ACRES, MORE OR LESS.

(AC)	AORE	BC	BOOK	IP	IRON PIPE	(NR)	INDICATES LINE IS NOT RADIAL TO CURVE	R # E	RANGE LINE No. EAST	TOF	TOWN OF FLORENCE	MOO	MAP OF DEDICATION
AC	ALUMINUM CAP	BOB	BASIS OF BEARING	LS####	LAND SURVEYORS REGISTRATION No.	PCR	PINAL COUNTY RECORD	(R)	RECORD BEARING OR DISTANCE	T # S	TOWNSHIP LINE No. SOUTH	DKT	DOCKET
BC	BRASS CAP	€	CENTER LINE	(M)	MEASURED BEARING OR DISTANCE	PG	PAGE	(RB)	RADIAL BEARING	USGS	UNITED STATES COASTAL & GEODETIC SURVEY	NTS	NOT TO SCALE
B0H	BRASS CAP IN HAND HOLE	FND	FOUND MONUMENT	MOL	MORE OR LESS	POHD	PINAL COUNTY HIGHWAY DEPARTMENT	ROW	RIGHT OF WAY	USDOI	UNITED STATES DEPARTMENT OF INTERIOR	LE	LANDSCAPE EASEMENT
BLM	BUREAU OF LAND MANAGEMENT	GLO	GENERAL LAND OFFICE	NO ID	NO IDENTIFICATION, (NO LS No.)	POB	POINT OF BEGINNING	S #	SECTION No.	WC	WITNESS CORNER		

ABBREVIATIONS

(NR) INDICATES LINE IS NOT RADIAL TO CURVE
 (R) RECORD BEARING OR DISTANCE
 (RB) RADIAL BEARING
 (R # E) RANGE LINE No. EAST
 (R) RECORD BEARING OR DISTANCE
 (S #) SECTION No.

RECORDER

STATE OF ARIZONA
 COUNTY OF PINAL

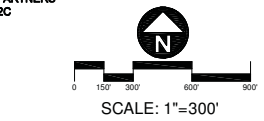
I hereby certify that the within instrument is filed in the official records of this County as File No. _____
 Date: _____
 Request of: _____
 Witness my hand and official seal:
 Virginia Ross Pinal County Recorder
 By: _____ Deputy

SYMBOL LEGEND

- SECTION CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
- QUARTER CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
- CENTERLINE MONUMENT, TO BE SET AT TIME OF CONSTRUCTION, (UNLESS NOTED OTHERWISE)
- REBAR & CAP, PLS 21065 TO BE SET AT TIME OF CONSTRUCTION, (UNLESS NOTED OTHERWISE)
- IRON PIPE, (AS NOTED)
- USGS SURVEY MONUMENT, (AS NOTED)
- EXISTING PK NAIL

LINE LEGEND

- BREAK LINE
- CENTERLINE OF RAILROAD
- CENTERLINE OF ROADWAY
- EASEMENT LINE
- ROW
- SECTION LINE
- SECTION TIES



BAXTER DESIGN GROUP
 7580 N. Dobson Rd., Suite 200
 Scottsdale, AZ 85256
 (480) 818-6001

DATE: FEBRUARY 22, 2015
 DESIGNED BY: BCG
 DRAWN BY: JVS
 CHECKED BY: JWW
 PLOTTED: _____
 CODE: MOD

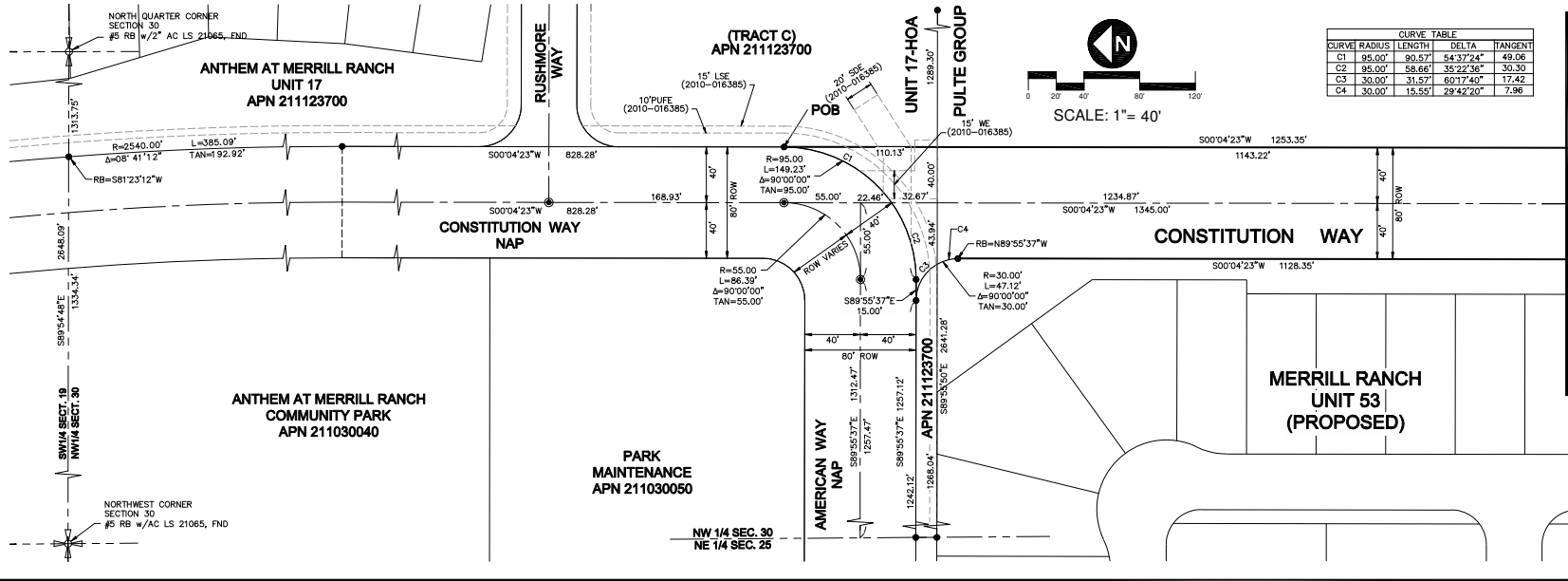
REVISIONS

PULTE GROUP
 CONSTITUTION WAY, PHS. 2
 AND NATIONAL WAY
 MAP OF DEDICATION
 SITUATED WITHIN SECTION 30,
 TOWNSHIP 4 SOUTH, RANGE 9 EAST,
 OF THE GILA AND SALT RIVER MERIDIAN,
 TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

INDEX MAP
SHEET 2 OF 5

10-101-014-0000-0000 Location: Bax, April 17, 2015
 Version: 2/2/2015
 Printed: 2/2/2015

VERSION 2



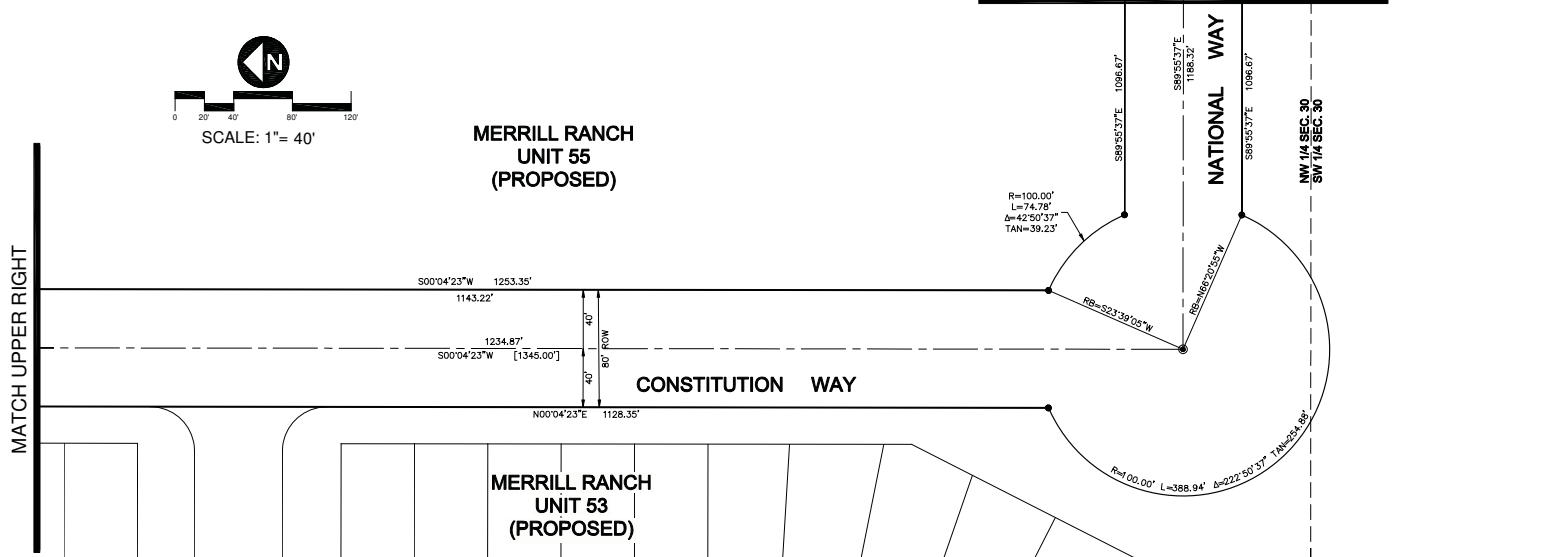
CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	TANGENT
C1	95.00'	90.57'	54°37'24"	49.06
C2	95.00'	58.66'	35°22'36"	30.30
C3	30.00'	31.57'	60°17'40"	17.42
C4	30.00'	15.55'	29°42'20"	7.98

RECORDER
 STATE OF ARIZONA }
 COUNTY OF PINAL } SS
 I hereby certify that the within instrument is filed in the official records of this County as:
 File No. _____
 Date: _____
 Request of: _____
 Witness my hand and official seal:
 Virginia Ross, Pinal County Recorder
 _____, Deputy

- SYMBOL LEGEND**
- ⊕ SECTION CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
 - ⊙ QUARTER CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
 - ⊙ CENTERLINE MONUMENT, TO BE SET AT TIME OF CONSTRUCTION, (UNLESS NOTED OTHERWISE)
 - ⊙ REBAR & CAP, PLS. 21065 TO BE SET AT TIME OF CONSTRUCTION, (UNLESS NOTED OTHERWISE)
 - IRON PIPE, (AS NOTED)
 - △ USGS SURVEY MONUMENT, (AS NOTED)
 - ⊕ EXISTING PK NAIL

- LINE LEGEND**
- BREAK LINE
 - CENTERLINE OF RAILROAD
 - CENTERLINE OF ROADWAY
 - EASEMENT LINE
 - ROW
 - SECTION LINE
 - SECTION TIES

MATCH SHEET 4



ABBREVIATIONS

(AC)	AORE	BK	BOOK	IP	IRON PIPE	(NR)	INDICATES LINE IS NOT RADIAL TO CURVE	R # E	RANGE LINE No. EAST	TOF	TOWN OF FLORENCE	MOO	MAP OF DEDICATION
AC	ALUMINUM CAP	BOB	BASIS OF BEARING	LS####	LAND SURVEYORS REGISTRATION No.	PCR	PINAL COUNTY RECORD	(R)	RECORD BEARING OR DISTANCE	T # S	TOWNSHIP LINE No. SOUTH	DKT	DOCKET
BC	BRASS CAP	€	CENTER LINE	(M)	MEASURED BEARING OR DISTANCE	PG	PAGE	(RB)	RADIAL BEARING	USSS	UNITED STATES COASTAL & GEODETIC SURVEY	NTS	NOT TO SCALE
B0H	BRASS CAP IN HAND HOLE	FND	FOUND MONUMENT	MOL	MORE OR LESS	POHD	PINAL COUNTY HIGHWAY DEPARTMENT	ROW	RIGHT OF WAY	USDOI	UNITED STATES DEPARTMENT OF INTERIOR	LE	LANDSCAPE EASEMENT
BLM	BUREAU OF LAND MANAGEMENT	GLO	GENERAL LAND OFFICE	NO ID	NO IDENTIFICATION, (NO LS No.)	POB	POINT OF BEGINNING	S #	SECTION No.	WC	WITNESS CORNER		



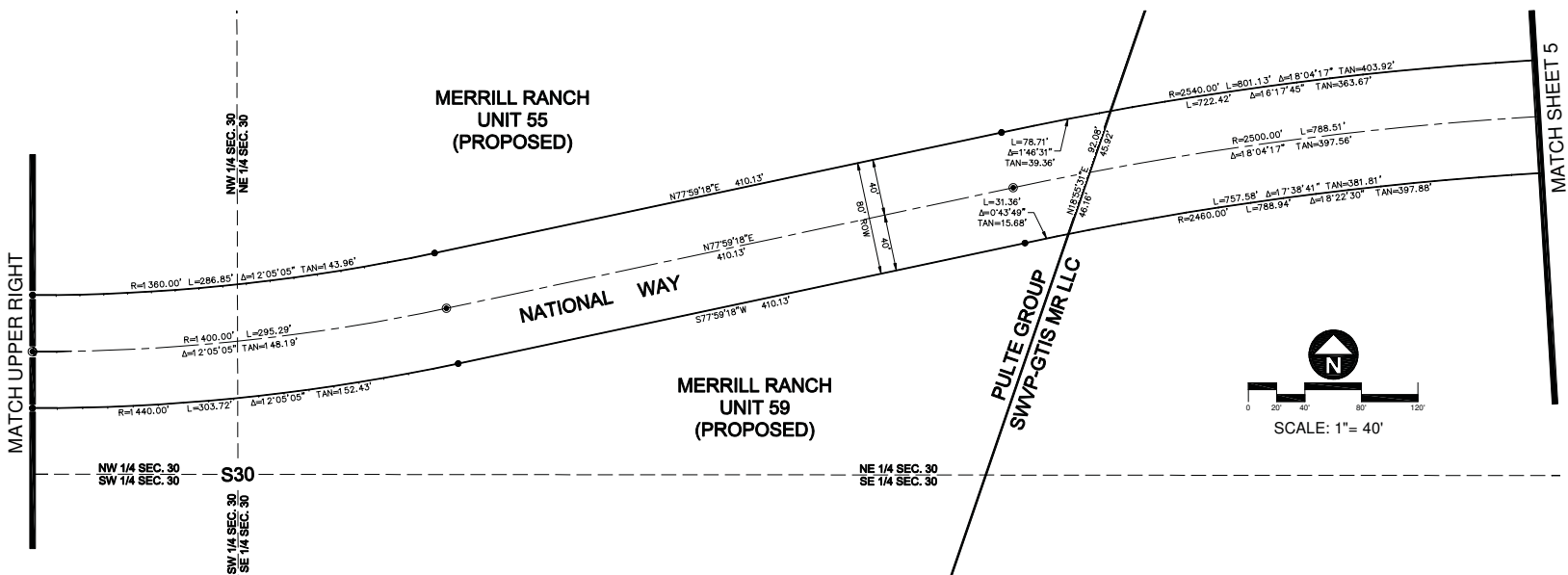
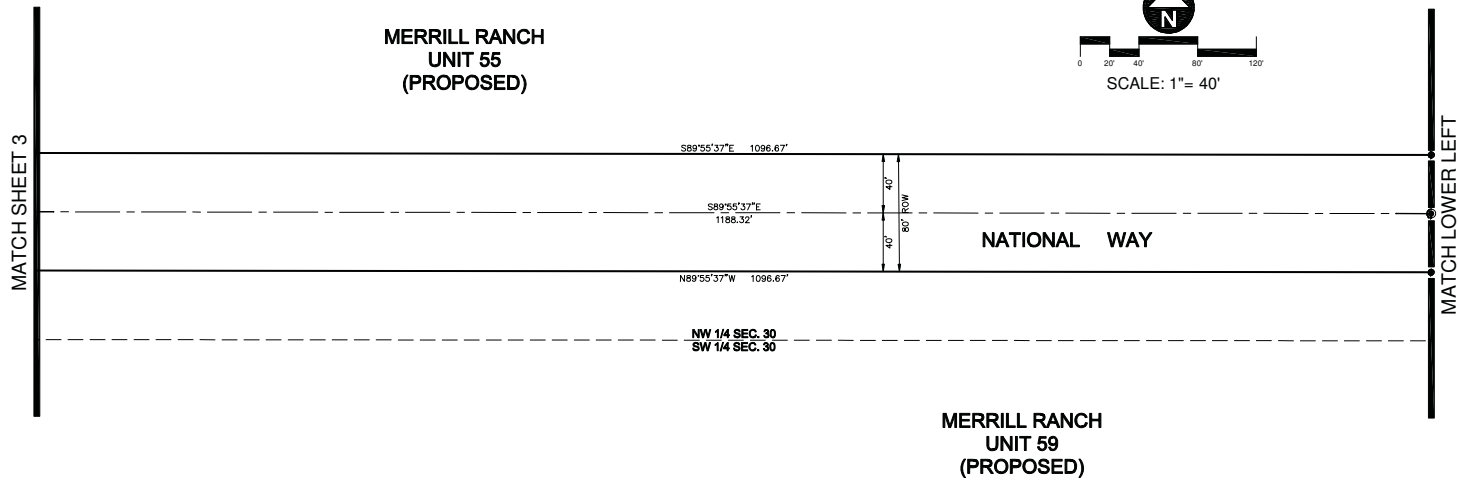
DATE:	FEBRUARY 22, 2015
REVIEWER:	MOO
DRAWN BY:	RTS
CHECKED BY:	JMW
PROJECT:	
CODE:	MOO

REVISIONS:

PULTE GROUP
 CONSTITUTION WAY, PHS. 2
 AND NATIONAL WAY
 MAP OF DEDICATION
 SITUATED WITHIN SECTION 30,
 TOWNSHIP 4 SOUTH, RANGE 9 EAST,
 OF THE GILA AND SALT RIVER MERIDIAN,
 TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

ROAD LAYOUT SHEET 3 OF 5

VERSION 2



ABBREVIATIONS

(AC) ACRE	BK. BOOK	IP IRON PIPE	(NR) INDICATES LINE IS NOT RADIAL TO CURVE	R # E RANGE LINE No. EAST	TOF TOWN OF FLORENCE	MOD MAP OF DEDICATION
AC ALUMINUM CAP	BOB BASIS OF BEARING	LS#### LAND SURVEYORS REGISTRATION No.	PCR PINAL COUNTY RECORD	(R) RECORD BEARING OR DISTANCE	T # S TOWNSHIP LINE No. SOUTH	DKT DOCKET
BC BRASS CAP	€ CENTER LINE	(M) MEASURED BEARING OR DISTANCE	PG PAGE	(RB) RADIAL BEARING	USGS UNITED STATES COASTAL & GEODETIC SURVEY	NTS NOT TO SCALE
BOH BRASS CAP IN HAND HOLE	FD FOUND MONUMENT	ML MORE OR LESS	POHD PINAL COUNTY HIGHWAY DEPARTMENT	ROW RIGHT OF WAY	USDOI UNITED STATES DEPARTMENT OF INTERIOR	LE LANDSCAPE EASEMENT
BLM BUREAU OF LAND MANAGEMENT	GLO GENERAL LAND OFFICE	NO ID NO IDENTIFICATION, (NO LS No.)	POB POINT OF BEGINNING	S # SECTION No.	WC WITNESS CORNER	

RECORDER

STATE OF ARIZONA }
COUNTY OF PINAL } SS
I hereby certify that the within instrument is filed in the official records of this County as File No. _____
Date: _____
Request of: _____
Witness my hand and official seal:
Virginia Ross Pinal County Recorder
By: _____ Deputy

SYMBOL LEGEND

- ⊕ SECTION CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
- ⊙ QUARTER CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
- ⊙ CENTERLINE MONUMENT, TO BE SET AT TIME OF CONSTRUCTION, (UNLESS NOTED OTHERWISE)
- ⊙ REBAR & CAP, PLS 210ES TO BE SET AT TIME OF CONSTRUCTION, (UNLESS NOTED OTHERWISE)
- IRON PIPE, (AS NOTED)
- △ USGS SURVEY MONUMENT, (AS NOTED)
- + EXISTING PK NAIL

LINE LEGEND

- BREAK LINE
- CENTERLINE OF RAILROAD
- CENTERLINE OF ROADWAY
- - - EASEMENT LINE
- - - ROW
- - - SECTION LINE
- - - SECTION TIES



DATE:	FEBRUARY 23, 2015
REVIEWER:	MDG
DRAWN BY:	STS
CHECKED BY:	JWV
PROJECT:	
CODE:	MOD

REVISIONS:	

PULTE GROUP
CONSTITUTION WAY, PHS. 2
AND NATIONAL WAY
MAP OF DEDICATION
SITUATED WITHIN SECTION 30,
TOWNSHIP 4 SOUTH, RANGE 9 EAST,
OF THE GILA AND SALT RIVER MERIDIAN,
TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

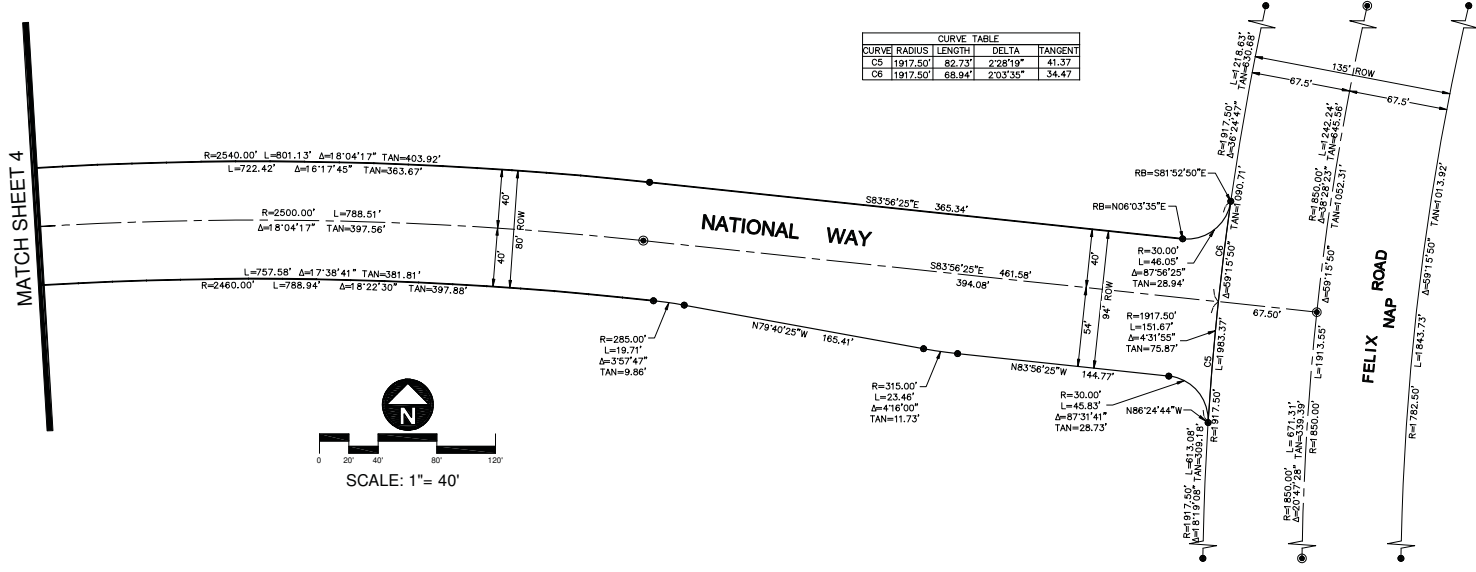
ROAD LAYOUT SHEET 4 OF 5

480-818-6000 | 7680 N. Dobson Rd., Suite 200, Scottsdale, AZ 85256 | 2015-02-23 10:00 AM | 1/25/15

VERSION 2

MATCH SHEET 4

CURVE	RADIUS	LENGTH	DELTA	TANGENT
CS	1917.50'	82.73'	228.19°	41.37'
CS	1917.50'	68.94'	203.55°	34.47'



RECORDER

STATE OF ARIZONA }
 COUNTY OF PINAL } SS

I hereby certify that the within instrument is filed in the official records of this County as File No. _____
 Date: _____
 Request of: _____
 Witness my hand and official seal:
 Virginia Ross Pinal County Recorder
 By: _____ Deputy

SYMBOL LEGEND

- ⊕ SECTION CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
- ⊕ QUARTER CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
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- ⊕ REBAR & CAP, PLS. 21065 TO BE SET AT TIME OF CONSTRUCTION, (UNLESS NOTED OTHERWISE)
- IRON PIPE, (AS NOTED)
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- + EXISTING PK NAIL

LINE LEGEND

- BREAK LINE
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ABBREVIATIONS

(AC) ACRE	BC. BOOK	IP IRON PIPE	(NR) INDICATES LINE IS NOT RADIAL TO CURVE	R # E RANGE LINE No. EAST	TOF TOWN OF FLORENCE	MOD MAP OF DEDICATION
AC ALUMINUM CAP	BOB BASIS OF BEARING	LS##### LAND SURVEYORS REGISTRATION No.	PCR PINAL COUNTY RECORD	(R) RECORD BEARING OR DISTANCE	T # S TOWNSHIP LINE No. SOUTH	DKT DOCKET
BC BRASS CAP	€ CENTER LINE	(M) MEASURED BEARING OR DISTANCE	PG PAGE	(RB) RADIAL BEARING	USGS UNITED STATES COASTAL & GEODETIC SURVEY	NTS NOT TO SCALE
BOH BRASS CAP IN HAND HOLE	FD FOUND MONUMENT	MOL MORE OR LESS	POHD PINAL COUNTY HIGHWAY DEPARTMENT	ROW RIGHT OF WAY	USDOI UNITED STATES DEPARTMENT OF INTERIOR	LE LANDSCAPE EASEMENT
BLM BUREAU OF LAND MANAGEMENT	GLO GENERAL LAND OFFICE	NO ID NO IDENTIFICATION, (NO LS No.)	POB POINT OF BEGINNING	S # SECTION No.	WC WITNESS CORNER	



DATE:	FEBRUARY 22, 2015
DESIGNED BY:	MOG
DRAWN BY:	STS
REVIEWED BY:	JWW
PROJECT:	
CODE:	MOD

REVISIONS:	

PULTE GROUP
 CONSTITUTION WAY, PHS. 2
 AND NATIONAL WAY
 MAP OF DEDICATION
 SITUATED WITHIN SECTION 30,
 TOWNSHIP 4 SOUTH, RANGE 9 EAST,
 OF THE GILA AND SALT RIVER MERIDIAN,
 TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

ROAD LAYOUT SHEET 5 OF 5

100-1070-0000000000 Location: Pinal County, AZ
 Revised: 02/20/2015
 Project: 100-1070-0000000000
 Date: 02/20/2015
 Sheet: 5 of 5

VERSION 2



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 9k.

MEETING DATE: April 20, 2015

DEPARTMENT: Community Development

STAFF PRESENTER: Mark Eckhoff, AICP,
Community Development Director

SUBJECT: Resolution No. 1510-15: Anthem at Merrill
Ranch Spirit Loop Phase 4 Map of Dedication

- Action
- Information Only
- Public Hearing
- Resolution
- Ordinance
 - Regulatory
 - 1st Reading
 - 2nd Reading
- Other

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1510-15: A RESOLUTION OF THE THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE MAP OF DEDICATION FOR SPIRIT LOOP PHASE 4, REQUIRING THE PROVISION OF AN INFRASTRUCTURE IMPROVEMENT ASSURANCE OR WITHHOLDING OF RECORDATION TO SECURE THE SATISFACTORY CONSTRUCTION, INSTALLATION AND DEDICATION OF REQUIRED IMPROVEMENTS; ESTABLISHING A DEADLINE FOR REQUIRED IMPROVEMENTS TO BE COMPLETED; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

BACKGROUND/DISCUSSION:

Pulte Homes is requesting approval of this Map of Dedication. Spirt Loop is defined as a major collector roadway within the Anthem at Merrill Ranch master planned community. Consistent with existing portions of this loop roadway, this planned roadway will have a right-of-way width of 80 feet. This portion of the loop roadway will connect to previous phases of Spirit Loop, which will in turn finish the loop that connects to Sun City Boulevard. Sun City Boulevard in turn connects to Merrill Ranch Parkway, which provides connectivity to Hunt Highway and Felix Road.

Pulte Homes plans on completing the entire length of Spirt Loop by 2017 in order to support new development and increasing traffic demands within the Sun City community.

FINANCIAL IMPACT:

Pulte Homes will construct the roadway to Town standards. The Town will maintain the roadway after the end of the construction warranty period.

RECOMMENDATION:

Motion to adopt Resolution No. 1510-15 for the Spirit Loop Phase 4 Map of Dedication located within the Anthem at Merrill Ranch development.

ATTACHMENTS:

Resolution No. 1510-15
Spirit Loop Phase 4 Map of Dedication

RESOLUTION NO. 1510-15

A RESOLUTION OF THE THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE MAP OF DEDICATION FOR SPIRIT LOOP PHASE 4, REQUIRING THE PROVISION OF AN INFRASTRUCTURE IMPROVEMENT ASSURANCE OR WITHHOLDING OF RECORDATION TO SECURE THE SATISFACTORY CONSTRUCTION, INSTALLATION AND DEDICATION OF REQUIRED IMPROVEMENTS; ESTABLISHING A DEADLINE FOR REQUIRED IMPROVEMENTS TO BE COMPLETED; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

BE IT RESOLVED by the Mayor and Council of the Town of Florence, Arizona, as follows:

1. Approve the Map of Dedication for Spirt Loop Phase 4 subject to Developer/Owner's compliance with all applicable laws and ordinances.
2. Require that the Developer/Owner secures its provision of the installation or construction of the required improvements with one of the following alternatives prior to execution of the plat by Town officials and employees and recordation of the Map of Dedication with the Office of the Pinal County Recorder:
 - a. Provide an infrastructure assurance in an amount of the full cost, as determined by the Town Engineer, of the materials and the installation or construction necessary to complete the roadway improvements. Said guarantee shall be in the form of a performance bond, an irrevocable letter of credit, or cash funds in escrow or on deposit with the Town prior to recording of the Map of Dedication. The required improvements for which the guarantee is provided must be completed in accordance with the construction schedule approved by the Town Engineer or the Town may, without further Council action, declare the financial guarantee to be in default, call on the guarantee, and require that all the improvements be installed; or
 - b. At the request of the Developer/Owner, the Developer/Owner shall enter into an agreement which shall require completion of the required improvements no later than 12 months from the date this Map of Dedication is approved herein and the Town Community Development Director shall withhold recordation of the Map of Dedication in the Office of the Pinal County Recorder until the Town Engineer has verified such completion. If Developer/Owner does not complete the improvements within 12 months of this approval, the approval shall expire and be deemed withdrawn.

3. Authorize execution by the Town Manager of any documentation necessary to provide the above-referenced financial guarantee and/or agreement requiring completion of the public improvements.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this 20th day of April 2015.

Tom J. Rankin, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

MAP OF DEDICATION SPIRIT LOOP PHASE 4

SITUATED WITHIN THE NORTH HALF OF SECTION 24,
TOWNSHIP 4 SOUTH, RANGE 8 EAST AND THE NORTHWEST
QUARTER OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 9 EAST
OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY,
TOWN OF FLORENCE, ARIZONA

DEDICATION

STATE OF _____ } SS.
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS:

PULTE HOME CORPORATION, A MICHIGAN CORPORATION (HEREINAFTER REFERRED TO IN THIS MAP OF DEDICATION AS THE "MASTER DEVELOPER"), AS OWNER HAS DEDICATED UNDER THE NAME OF SPIRIT LOOP, PHASE 4 LOCATED WITHIN THE NORTH HALF OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 8 EAST AND THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 9 EAST, OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, TOWN OF FLORENCE, ARIZONA AND HEREBY DECLARES THIS MAP OF DEDICATION SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE RIGHT OF WAY SHOWN HEREON, AND SAID RIGHT OF WAY SHALL BE KNOWN BY THE NAME GIVEN EACH RESPECTIVELY.

OWNER WARRANTS AND REPRESENTS TO THE TOWN OF FLORENCE TO BE THE SOLE OWNER OF THE PROPERTY COVERED HEREBY AND THAT EVERY LEASE, EASEMENT HOLDER OR OTHER PERSON HAVING AN INTEREST IN THE LAND ADVERSE TO OR INCONSISTENT WITH THE DEDICATIONS, CONVEYANCES OR OTHER REAL PROPERTY INTERESTS CREATED OR TRANSFERRED BY THIS MAP OF DEDICATION HAS CONSENTED TO OR JOINED IN THIS MAP OF DEDICATION, AS EVIDENCE BY INSTRUMENTS WHICH ARE RECORDED WITH THE PINAL COUNTY RECORDER'S OFFICE OR WHICH OWNER WILL RECORD NO LATER THAN THE DATE ON WHICH THIS MAP OF DEDICATION IS RECORDED.

THE RIGHT OF WAY SHOWN ON THIS MAP OF DEDICATION IS DEDICATED TO THE PUBLIC FOR ROADWAY PURPOSES INCLUDING, BUT NOT LIMITED TO, ACCESS, DRAINAGE, TELECOMMUNICATIONS AND PUBLIC UTILITIES.

IN WITNESS WHEREOF:

PULTE HOME CORPORATION, A MICHIGAN CORPORATION, AS AN OWNER, HAS HERETO CAUSED ITS NAME TO BE AFFIXED AND HAS EXECUTED THIS MAP OF DEDICATION BY THE SIGNATURE OF THE UNDERSIGNED, DULY AUTHORIZED, THIS ____ DAY OF _____, 20____.

PULTE HOME CORPORATION, A MICHIGAN CORPORATION;
BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF _____ } SS.
COUNTY OF _____

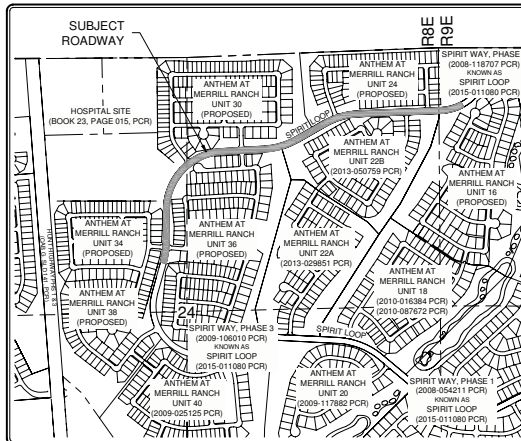
ON THIS ____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ WHO
ACKNOWLEDGED HIMSELF/HERSELF TO BE _____ OF PULTE HOME CORPORATION, A MICHIGAN CORPORATION, AND
BEING AUTHORIZED TO DO SO ON BEHALF OF SAID ENTITY, EXECUTED THIS MAP OF DEDICATION FOR THE PURPOSES THEREIN
CONTAINED.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

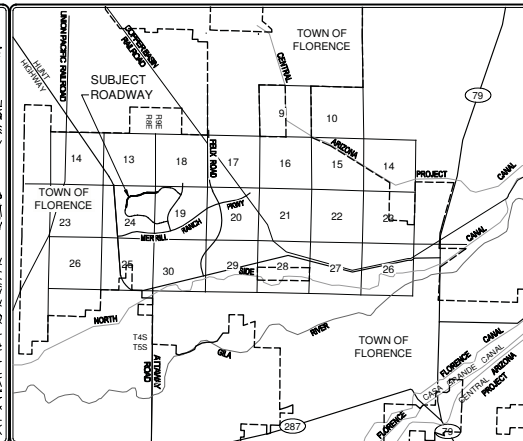
MERRILL RANCH COMMUNITY FACILITIES DISTRICT

NOTWITHSTANDING THE FOREGOING, PULTE HOME CORPORATION, A MICHIGAN CORPORATION, (COLLECTIVELY WITH SUCCESSORS AND ASSIGNS PURSUANT TO THE HERINAFTER DESCRIBED DEVELOPMENT AGREEMENT, THE "OWNERS"), HEREBY RESERVE AN INTEREST IN ANY OF THE FOREGOING REAL PROPERTY UPON WHICH WHAT WOULD BE "PUBLIC INFRASTRUCTURE" AS SUCH TERM IS DEFINED IN SECTION 48-701, ARIZONA REVISED STATUTES, AS AMENDED, HAS BEEN OR IS TO BE CONSTRUCTED, EXCEPT IF RELEASED PRIOR THERETO AS HERINAFTER DESCRIBED, SUCH INTEREST IS TO BE ACQUIRED PURSUANT TO A DEVELOPMENT AGREEMENT, TO BE ENTERED INTO AMONG THE OWNERS, THE TOWN OF FLORENCE, ARIZONA (THE "MUNICIPALITY") AND A COMMUNITY FACILITIES DISTRICT TO BE FORMED HEREAFTER BY THE MUNICIPALITY. SUCH DISTRICT WILL ACQUIRE SUCH PUBLIC INFRASTRUCTURE PURSUANT TO SUCH DEVELOPMENT AGREEMENT. (SUCH INTEREST IS LIMITED TO ONE NECESSARY TO ACCOMMODATE THE FINANCING OF SUCH PUBLIC INFRASTRUCTURE (INCLUDING OF SUCH INTEREST IN SUCH REAL PROPERTY) PURSUANT TO SUCH DEVELOPMENT AGREEMENT). SUCH INTEREST IS TO BE RELEASED UPON THE EARLIER OF THE ACQUISITION OF SUCH PUBLIC INFRASTRUCTURE ONLY BY SUCH DISTRICT PURSUANT TO SUCH DEVELOPMENT AGREEMENT AND DECEMBER 31, 2036.



LOCATION MAP

1" = 600'



VICINITY MAP

NOT TO SCALE



LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE NORTH HALF OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 8 EAST AND THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER (3" REBAR/CAP LS#13021, FOUND) OF SAID SECTION 24 FROM WHICH THE NORTH QUARTER CORNER (3" GLO BRASS CAP, FOUND) OF SECTION 24, BEARS NORTH 00 DEGREES 00 MINUTES 34 SECONDS EAST (BASIS OF BEARING), A DISTANCE OF 2597.15 FEET; ALSO FROM THE CENTER QUARTER CORNER, THE WEST QUARTER CORNER (1" ALUMINUM CAP, LS#11893, FOUND) OF SECTION 19 BEARS NORTH 88 DEGREES 42 MINUTES 23 SECONDS EAST, A DISTANCE OF 2590.82 FEET.

THENCE NORTH 00 DEGREES 00 MINUTES 34 SECONDS EAST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 24, A DISTANCE OF 489.80 FEET TO A POINT FROM WHICH THE NORTH QUARTER CORNER BEARS NORTH 00 DEGREES 00 MINUTES 34 SECONDS EAST, A DISTANCE OF 2107.35 FEET;

THENCE DEPARTING SAID WEST LINE, NORTH 89 DEGREES 59 MINUTES 26 SECONDS WEST, A DISTANCE OF 213.21 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 74 DEGREES 25 MINUTES 41 SECONDS WEST, A DISTANCE OF 60.00 FEET;

THENCE NORTHERLY, AN ARC DISTANCE OF 222.86 FEET ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 820.00 FEET AND A CENTRAL ANGLE OF 15 DEGREES 34 MINUTES 19 SECONDS, THE RADIUS POINT BEARS NORTH 74 DEGREES 25 MINUTES 41 SECONDS WEST;

THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 311.05 FEET;

THENCE NORTHEASTERLY, AN ARC DISTANCE OF 953.53 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 630.00 FEET AND A CENTRAL ANGLE OF 86 DEGREES 43 MINUTES 09 SECONDS;

THENCE NORTH 86 DEGREES 43 MINUTES 09 SECONDS EAST, A DISTANCE OF 439.21 FEET;

THENCE EASTERLY, AN ARC DISTANCE OF 331.72 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 720.00 FEET AND A CENTRAL ANGLE OF 26 DEGREES 23 MINUTES 51 SECONDS;

THENCE NORTH 60 DEGREES 19 MINUTES 18 SECONDS EAST, A DISTANCE OF 334.51 FEET;

THENCE EASTERLY, AN ARC DISTANCE OF 372.98 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 780.00 FEET AND A CENTRAL ANGLE OF 27 DEGREES 23 MINUTES 53 SECONDS;

THENCE NORTH 87 DEGREES 43 MINUTES 10 SECONDS EAST, A DISTANCE OF 841.38 FEET;

THENCE EASTERLY, AN ARC DISTANCE OF 216.71 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 470.00 FEET AND A CENTRAL ANGLE OF 26 DEGREES 25 MINUTES 04 SECONDS;

THENCE SOUTH 28 DEGREES 41 MINUTES 54 SECONDS EAST, A DISTANCE OF 60.00 FEET;

THENCE WESTERLY, AN ARC DISTANCE OF 244.37 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 530.00 FEET AND A CENTRAL ANGLE OF 26 DEGREES 25 MINUTES 04 SECONDS, THE RADIUS POINT BEARS NORTH 28 DEGREES 41 MINUTES 54 SECONDS WEST;

THENCE SOUTH 87 DEGREES 43 MINUTES 10 SECONDS WEST, A DISTANCE OF 841.38 FEET;

THENCE WESTERLY, AN ARC DISTANCE OF 344.29 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 720.00 FEET AND A CENTRAL ANGLE OF 27 DEGREES 23 MINUTES 53 SECONDS;

THENCE SOUTH 60 DEGREES 19 MINUTES 18 SECONDS WEST, A DISTANCE OF 334.51 FEET;

THENCE WESTERLY, AN ARC DISTANCE OF 358.37 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 780.00 FEET AND A CENTRAL ANGLE OF 26 DEGREES 23 MINUTES 51 SECONDS;

THENCE SOUTH 86 DEGREES 43 MINUTES 09 SECONDS WEST, A DISTANCE OF 439.21 FEET;

THENCE SOUTHWESTERLY, AN ARC DISTANCE OF 862.71 ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 570.00 FEET AND A CENTRAL ANGLE OF 86 DEGREES 43 MINUTES 09 SECONDS;

THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 311.05 FEET;

THENCE SOUTHERLY, AN ARC DISTANCE OF 239.17 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 880.00 FEET AND A CENTRAL ANGLE OF 15 DEGREES 34 MINUTES 19 SECONDS TO THE POINT OF BEGINNING.

CONTAINING 240,000 SQUARE FEET OR 5.5096 ACRES, MORE OR LESS.

SHEET INDEX

SHEET NO.	CONTENTS
1	COVER SHEET
2	INDEX MAP
3	ROAD LAYOUT
4	ROAD LAYOUT
5	ROAD LAYOUT

BASIS OF BEARING

THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 24, (CENTER QUARTER CORNER BEING A 1/2" REBAR/CAP LS#13021, FOUND AND THE NORTH QUARTER CORNER BEING A 3" GLO BRASS CAP, FOUND), TOWNSHIP 4 SOUTH, RANGE 8 EAST, OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, TOWN OF FLORENCE, ARIZONA, BEARING BEING N00X034.7E.

COUNTY RIGHT-OF-WAY EASEMENT ABANDONED AS PART OF THIS RECORDING

PCR No.	AREA (AC)	USAGE
DKT.375,PG.572,PCR	0.0455	COUNTY RIGHT-OF-WAY NE 1/4 SEC 24, T4S, R8E
DKT.375,PG.572,PCR	0.0455	COUNTY RIGHT-OF-WAY NW 1/4 SEC 19, T4S, R9E

APPROVALS

BY ACCEPTANCE OF THIS MAP OF DEDICATION, THE TOWN OF FLORENCE AGREES TO THE VACATION OR ABANDONMENT OF THE EASEMENTS DESCRIBED OR SHOWN HEREON AS BEING VACATED OR ABANDONED. APPROVED BY THE COMMUNITY DEVELOPMENT DIRECTOR AND THE TOWN ENGINEER OF THE TOWN OF FLORENCE,

ARIZONA, THIS ____ DAY OF _____, 20____.

APPROVED BY: _____ DATE: _____
COMMUNITY DEVELOPMENT DIRECTOR
TOWN OF FLORENCE, ARIZONA

APPROVED BY: _____ DATE: _____
TOWN ENGINEER
TOWN OF FLORENCE, ARIZONA

APPROVED BY THE COUNCIL OF THE TOWN OF FLORENCE, ARIZONA, THIS ____ DAY

OF _____, 20____.

APPROVED BY: _____ DATE: _____
MAYOR

ATTEST: _____ DATE: _____
TOWN CLERK

SURVEYOR CERTIFICATION

THIS IS TO CERTIFY THAT THIS MAP OF DEDICATION IS CORRECT AND ACCURATE AND THE MONUMENTS DESCRIBED HEREIN HAVE EITHER BEEN SET OR LOCATED AS DESCRIBED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED LAND SURVEYOR _____ DATE _____

J.W. WEEKS, R.L.S. 43021
BAXTER DESIGN GROUP, LLC
7580 N. DOBSON RD., STE. 200
SCOTTSDALE, AZ 85256

RECORDER

STATE OF ARIZONA } SS.
COUNTY OF PINAL }

I hereby certify that the within instrument is filed in the official records of this County as of this ____ day of _____, 20____.

Request of: _____
Witness my hand and official seal.
Virginia Ross Pinal County Recorder
By: _____ Deputy

DEVELOPER / OWNER

PULTE HOME CORP.

16767 PERIMETER DRIVE STE. 100
SCOTTSDALE, AZ 85260-1042
480.391.6013

SURVEYOR

BAXTER DESIGN GROUP

7580 N. DOBSON ROAD, SUITE 200
SCOTTSDALE, AZ 85256
480.818.6001

LAND USE INFORMATION

GROSS AREA	5.5096 ACRES
NET AREA	5.4186 ACRES
RIGHT-OF-WAY EASEMENT	0.0910 ACRES



DATE	MARCH 28, 2015
DESIGNED BY	MOO
DRAWN BY	STAFF
CHECKED BY	JWW
PROJECT NO.	
SCALE	MOO

BY: _____

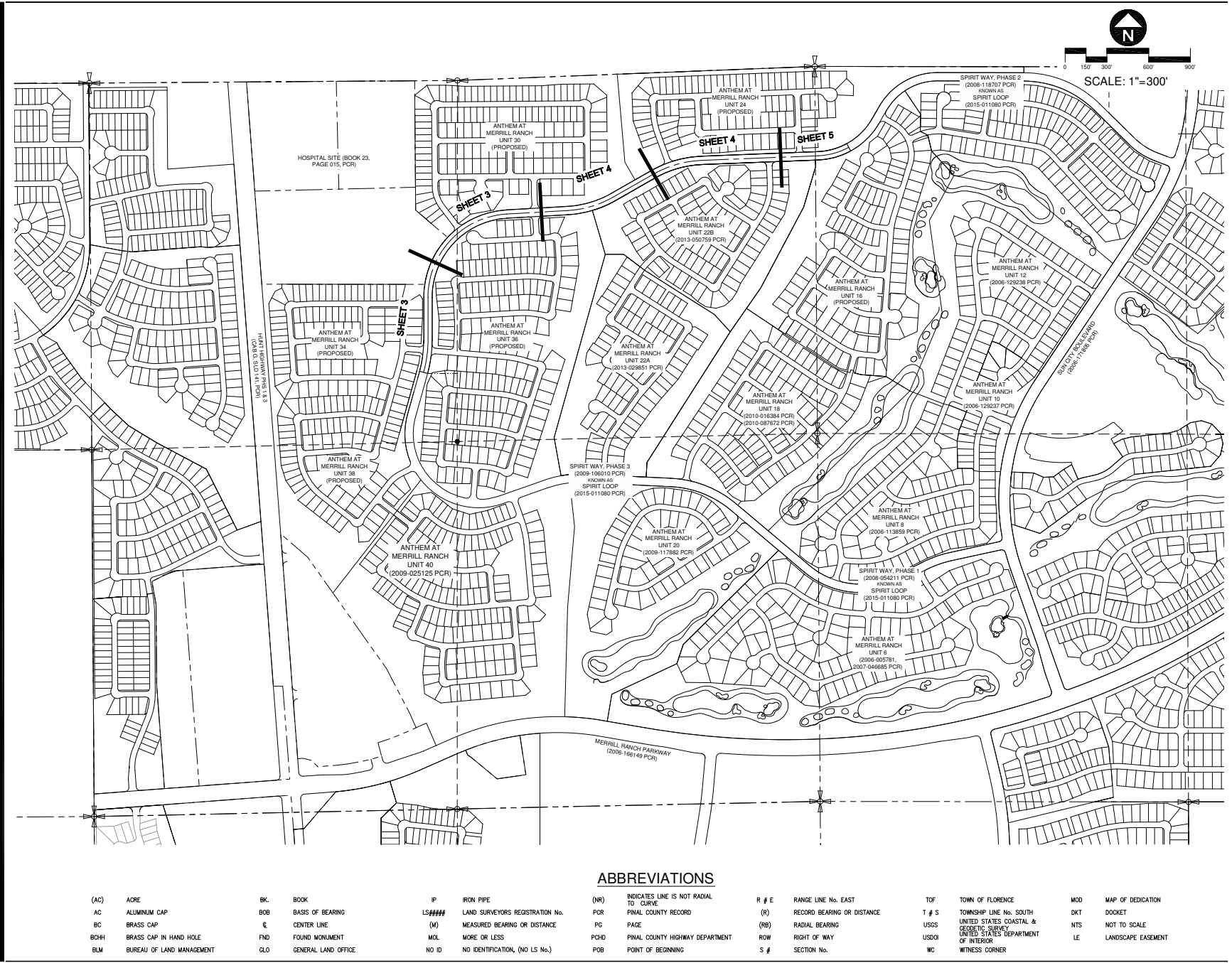
PULTE GROUP SPIRIT LOOP PHASE 4 MAP OF DEDICATION

SITUATED WITHIN NORTH HALF OF SECTION 24,
TOWNSHIP 4 SOUTH, RANGE 8 EAST AND THE
NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 4
SOUTH, RANGE 9 EAST, OF THE GILA AND SALT RIVER
MERIDIAN, PINAL COUNTY, TOWN OF FLORENCE,
ARIZONA

COVER SHEET
SHEET 1 OF 5

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE
DATE 03-28-2015 BY 60322/UC/STP

VERSION 3



RECORDER

STATE OF ARIZONA }
 COUNTY OF PINAL } SS

I hereby certify that the within instrument is filed in the official records of this County as File No. _____ Date _____ Request of _____ Witness my hand and official seal _____ Virginia Ross Pinel County Recorder By: _____ Deputy

- SYMBOL LEGEND**
- SECTION CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
 - QUARTER CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
 - CENTERLINE MONUMENT, TO BE SET AT TIME OF CONSTRUCTION, (UNLESS NOTED OTHERWISE)
 - REBAR & CAP, PLS 21065 TO BE SET AT TIME OF CONSTRUCTION, (UNLESS NOTED OTHERWISE)
 - IRON PIPE, (AS NOTED)
 - USGS SURVEY MONUMENT, (AS NOTED)
 - EXISTING PK NAIL
 - [###]# DISTANCE BETWEEN TERMINAL POINTS

- LINE LEGEND**
- BREAK LINE
 - CENTERLINE OF RAILROAD
 - CENTERLINE OF ROADWAY
 - EASEMENT LINE
 - ROW
 - SECTION LINE
 - SECTION TIES
 - INDICATES THAT PORTION OF THE 33' COUNTY RIGHT-OF-WAY EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING.

BAXTER DESIGN GROUP
 7880 N. Dobson Rd., Suite 200
 Scottsdale, AZ 85258
 (480) 818-0001

DATE: MARCH 26, 2015
 REVISION: NONE
 DRAWN BY: STAFF
 CHECKED BY: JWW
 PROJECT: MOD
 CODE: MOD



REVISION	DATE	BY

**PULTE GROUP
 SPIRIT LOOP PHASE 4
 MAP OF DEDICATION**


SITUATED WITHIN NORTH HALF OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 8 EAST AND THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, TOWN OF FLORENCE, ARIZONA.

INDEX MAP SHEET 2 OF 5

ABBREVIATIONS

(AC)	ACRE	BK.	BOOK	IP	IRON PIPE	(NR)	INDICATES LINE IS NOT RADIAL TO CURVE	R # E	RANGE LINE No. EAST	TOF	TOWN OF FLORENCE	MOD	MAP OF DEDICATION
AC	ALUMINUM CAP	BOB	BASIS OF BEARING	LS####	LAND SURVEYORS REGISTRATION No.	PCR	PINAL COUNTY RECORD	(R)	RADIAL BEARING OR DISTANCE	T # S	TOWNSHIP LINE No. SOUTH	DKT	DOCKET
BC	BRASS CAP	€	CENTER LINE	(M)	MEASURED BEARING OR DISTANCE	PG	PAGE	(RB)	RADIAL BEARING	USGS	UNITED STATES COASTAL & GEODETIC SURVEY	NTS	NOT TO SCALE
BOH	BRASS CAP IN HAND HOLE	FND	FOUND MONUMENT	MOL	MORE OR LESS	PCHD	PINAL COUNTY HIGHWAY DEPARTMENT	ROW	RIGHT OF WAY	USDOI	UNITED STATES DEPARTMENT OF INTERIOR	LE	LANDSCAPE EASEMENT
BLM	BUREAU OF LAND MANAGEMENT	GLO	GENERAL LAND OFFICE	NO ID	NO IDENTIFICATION, (NO LS No.)	POB	POINT OF BEGINNING	S #	SECTION No.	WC	WITNESS CORNER		

VERSION 3

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 91.
MEETING DATE: April 20, 2015 DEPARTMENT: Community Development STAFF PRESENTER: Mark Eckhoff, AICP Community Development Director SUBJECT: Resolution No. 1511-15: Re-Subdivision of Lots 36-42 Inclusive and Tract A, Anthem at Merrill Ranch Phase 1A, Unit 15		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1511-15: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE RE-SUBDIVISION OF LOTS 36-42 INCLUSIVE AND TRACT A, ANTHEM AT MERRILL RANCH PHASE 1A, UNIT 15; REQUIRING THE PROVISION OF AN INFRASTRUCTURE IMPROVEMENT ASSURANCE OR WITHHOLDING OF RECORDATION TO SECURE THE SATISFACTORY CONSTRUCTION, INSTALLATION AND DEDICATION OF REQUIRED IMPROVEMENTS; ESTABLISHING A DEADLINE FOR REQUIRED IMPROVEMENTS TO BE COMPLETED; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

BACKGROUND/DISCUSSION:

Pulte Homes requests approval of this re-subdivision located within the Parkside portion of the Anthem at Merrill Ranch development. The subject site is located south of Merrill Ranch Parkway and east of Constitution Way.

At the inception of the Anthem at Merrill Ranch project, Unit 15 was used as a sales center and model home park for the homes being built in the Parkside portion of the master planned community. The original sales center was relocated and the initial model homes were sold. Pulte Homes later developed a new model home complex that exists within this subdivision today. The original Final Plat for Unit 15 was approved in 2007 and later re-subdivided in 2011. The current re-subdivision only impacts a small area of Unit 15 in order to adjust lots lines to meet existing infrastructure and utility configurations. This change does result in a loss or increase of lots with Unit 15.

The re-subdivision conforms to the project's Planned Unit Development zoning. All planned subdivision improvements have been approved by the Town Engineer and Fire

Marshall and will be constructed to Town specifications. Street names and addresses have been approved by the Town's GIS Coordinator. Water and sewer infrastructure will be provided by Johnson Utilities.

FINANCIAL IMPACT:

Pulte Homes has constructed the roadways within this subdivision to Town standards. The subject area has yet to be turned over to the Town because of the existing model home complex. The Town will maintain the roadways after the end of the construction warranty period.

Development of this subdivision allows for continued rooftop development and population growth within the Town of Florence, which subsequently will facilitate new employment and commercial opportunities.

RECOMMENDATION:

Motion to adopt Resolution No. 1511-15 for the Re-Subdivision of Lots 36-42 Inclusive and Tract A, Anthem at Merrill Ranch Phase 1A, Unit 15.

ATTACHMENTS:

Resolution No. 1511-15
Re-Subdivision Plat

RESOLUTION NO. 1511-15

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE RE-SUBDIVISION OF LOTS 36-42 INCLUSIVE AND TRACT A, ANTHEM AT MERRILL RANCH PHASE 1A, UNIT 15; REQUIRING THE PROVISION OF AN INFRASTRUCTURE IMPROVEMENT ASSURANCE OR WITHHOLDING OF RECORDATION TO SECURE THE SATISFACTORY CONSTRUCTION, INSTALLATION AND DEDICATION OF REQUIRED IMPROVEMENTS; ESTABLISHING A DEADLINE FOR REQUIRED IMPROVEMENTS TO BE COMPLETED; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

BE IT RESOLVED by the Mayor and Council of the Town of Florence, Arizona, as follows:

1. Approve the Re-Subdivision of Lots 36-42 Inclusive and Tract A, Anthem at Merrill Ranch Phase 1A, Unit 15 subject to Developer/Owner's compliance with all applicable laws and ordinances.

2. Require that the Developer/Owner secures its provision of the installation or construction of the required improvements with one of the following alternatives prior to execution of the plat by Town officials and employees and recordation of the re-subdivision with the Office of the Pinal County Recorder:

- a. Provide an infrastructure improvement assurance in an amount of the full cost, as determined by the Town Engineer, of the materials and the installation or construction necessary to complete the re-subdivision improvements. Said guarantee shall be in the form of a performance bond, an irrevocable letter of credit, or cash funds in escrow or on deposit with the Town prior to recording of the re-subdivision. The required improvements for which the guarantee is provided must be completed within 12 months of recordation of the re-subdivision or the Town may, without further Council action, declare the financial guarantee to be in default, call on the guarantee, and require that all the improvements be installed; or
- b. At the request of the Developer/Owner, the Developer/Owner shall enter into an agreement which shall require completion of the required improvements no later than twelve months from the date this re-subdivision is approved herein and the Town Community Development Director shall withhold recordation of the re-subdivision in the Office of the Pinal County Recorder until the Town Engineer has verified such completion. If Developer/Owner does not complete the improvements within 12 months of this approval, the approval shall expire and be deemed withdrawn; or
- c. Other means of providing infrastructure improvement assurance as permitted by Town Resolution No. 917-05 shall be allowed. Town and

Developer/Owner shall agree on the exact mechanisms and timing necessary to guarantee completion of all required infrastructure requirements prior to the recording of the re-subdivision. The re-subdivision approval shall expire in 12 months from this approval if the re-subdivision is not recorded prior to said date.

3. Authorize execution by the Town Manager of any documentation necessary to provide the above-referenced infrastructure improvement assurance and/or agreement requiring completion of the public improvements.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this 20th day of April 2015.

Tom J. Rankin, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

RE-SUBDIVISION OF LOTS 36-42 INCLUSIVE & TRACT A ANTHEM AT MERRILL RANCH PHASE 1A, UNIT 15 (FEE NO. 2011-082536)

SITUATED WITHIN THE SOUTHWEST QUARTER OF SECTION 19,
TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER
MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

DECLARATION, TITLE WARRANTY AND DEDICATION

STATE OF ARIZONA }
COUNTY OF PINAL } SS.

KNOW ALL MEN BY THESE PRESENTS:

PULTE HOME CORPORATION, A MICHIGAN CORPORATION, (HEREINAFTER REFERRED TO IN THIS RE-SUBDIVISION AS THE "MASTER DEVELOPER"), AS OWNER HAS RE-SUBDIVIDED UNDER THE NAME "LOTS 36 THROUGH 42 INCLUSIVE, AND TRACT A", LOCATED WITHIN "ANTHEM AT MERRILL RANCH, PHASE 1A, UNIT 15 LOTS 19 THROUGH 23 INCLUSIVE, 25 THROUGH 42 INCLUSIVE, AND TRACTS A AND B" AS SHOWN ON THE RE-SUBDIVISION PLAT RECORDED AS FEE NO. 2011-082536, POR, SITUATED WITHIN THE SOUTHWEST QUARTER OF SECTION 19 AND THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AND HEREBY DECLARES THIS RE-SUBDIVISION SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS AND EASEMENTS CONSTITUTING SAME AND THAT SAID LOTS AND TRACTS, SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY.

LOTS 36 THROUGH 42 INCLUSIVE, AND TRACT A ARE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN "FINAL PLAT, ANTHEM AT MERRILL RANCH, PHASE 1A, UNIT 15" CAB F, 2006-005780, PCR.

PULTE HOME CORPORATION, A MICHIGAN CORPORATION (GRANTOR) DOES HEREBY CONVEY TO ANTHEM PARKSIDE AT MERRILL RANCH COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION (GRANTEE), THE FOLLOWING REAL PROPERTY TOGETHER WITH ALL RIGHTS AND PRIVILEGES APPURTENANT THERETO, TO WIT: TRACT A AS DEPICTED HEREON.

IN WITNESS WHEREOF:

PULTE HOME CORPORATION, AS OWNER, HAS HERETO CAUSED ITS NAME TO BE AFFIXED AND HAS EXECUTED THIS RE-SUBDIVISION BY THE SIGNATURE OF THE UNDERSIGNED, DULY AUTHORIZED, THIS _____ DAY OF _____, 20____.

PULTE HOME CORPORATION, A MICHIGAN CORPORATION;

BY: _____

ITS: _____

ACKNOWLEDGEMENT

STATE OF _____ }
COUNTY OF _____ } SS.

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED,

PERSONALLY APPEARED _____ WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS THEREOF, I HAVE HERETO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC DATE

MY COMMISSION EXPIRES: _____, 20____.

IN WITNESS WHEREOF:

ANTHEM PARKSIDE AT MERRILL RANCH COMMUNITY ASSOCIATION, AS GRANTEE, HAS HERETO CAUSED ITS NAME TO BE AFFIXED AND HAS EXECUTED THE CONVEYANCE OF TRACT D BY THE SIGNATURE OF THE UNDERSIGNED, DULY AUTHORIZED.

THIS _____ DAY OF _____, 20____.

ANTHEM PARKSIDE AT MERRILL RANCH COMMUNITY ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION;

BY: _____

ITS: _____

ACKNOWLEDGEMENT

STATE OF _____ }
COUNTY OF _____ } SS.

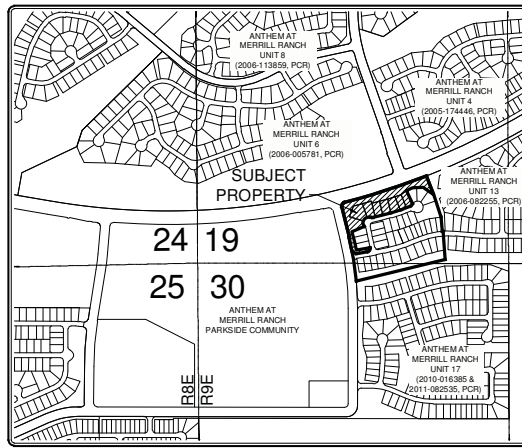
ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED.

_____, WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS THEREOF, I HAVE HERETO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC DATE

MY COMMISSION EXPIRES: _____, 20____.



LOCATION MAP
1" = 500'



SHEET INDEX

SHEET NO.	CONTENTS
1	COVER SHEET
2	LAYOUT/LEGAL DESCRIPTION

TRACT AREA TABLE... UNIT 15

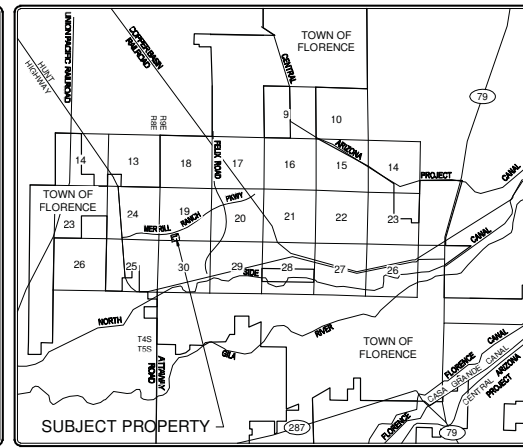
TRACT	AREA (AC)	USAGE
TRACT A	1.8909	LANDSCAPE, DRAINAGE & PUBLIC UTILITY EASEMENT

GENERAL NOTES

- ALL-WEATHER ACCESS WILL BE PROVIDED TO ALL LOTS WITHIN THIS RE-SUBDIVISION.
- ALL PROPOSED DWELLING UNITS SHALL BE SINGLE FAMILY, DETACHED.
- THIS RE-SUBDIVISION IS SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ANTHEM AT MERRILL RANCH.
- STORM WATER RETENTION VOLUMES REQUIRED BY THE DRAINAGE ORDINANCE SHALL BE MET AND THE OVERALL GROSS RETENTION/DETENTION VOLUMES SHALL NOT BE CHANGED WITHOUT PRIOR TOWN APPROVAL.
- CONSTRUCTION WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO UTILITIES, FENCES AND DRIVEWAYS.
- NO STRUCTURES OR VEGETATION OF ANY KIND THAT WOULD IMPEDE THE FLOW OF WATER THROUGH THE EASEMENTS MAY BE CONSTRUCTED, PLANTED OR ALLOWED TO GROW WITHIN DRAINAGE EASEMENTS.
- ONLY GROUND COVER AND BUSHES ARE ALLOWED TO BE PLANTED WITHIN EASEMENTS DEDICATED FOR THE EXCLUSIVE USE OF WATER, SANITARY SEWER, RECLAIMED WATER OR ANY COMBINATION THEREOF. NO TREES ARE ALLOWED.
- VISIBILITY EASEMENT RESTRICTIONS: ANY OBJECT, WALL, STRUCTURE, MOUND, OR LANDSCAPING (MATURE) OVER 24" IN HEIGHT IS NOT ALLOWED WITHIN THE VISIBILITY EASEMENT. (SEE SHEET 2 FOR DETAIL)
- ALL TRACTS THAT WILL NOT BE DEDICATED TO THE TOWN OF FLORENCE AND ALL COMMON PROPERTY SHALL BE IMPROVED IN ACCORDANCE WITH PLANS APPROVED BY THE TOWN OF FLORENCE AND SHALL BE CONVEYED BY WARRANTY (OR SPECIAL WARRANTY) DEED TO THE HOMEOWNERS' ASSOCIATION. THE HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMON PROPERTY.
- ALL PROPERTY LINES SHOWN INTERSECTING AN ARC ARE TO BE ASSUMED RADIAL, UNLESS NOTED AS NON-RADIAL (NR).
- POSITIONAL TOLERANCE FOR COMMON WALLS IS +/-1.00 FOOT FROM COMMON PROPERTY LINE.

MERRILL RANCH COMMUNITY FACILITIES DISTRICT

NOTWITHSTANDING THE FOREGOING, THE OWNERS HEREBY RESERVE ANY AND ALL INTERESTS IN INFRASTRUCTURE-RELATED REAL PROPERTY. THE RESERVATION OF SUCH INTERESTS IS ONLY TO THE EXTENT NECESSARY TO ACCOMMODATE THE DISTRICT'S ACQUISITION OF, AND PAYMENT TO THE OWNERS FOR, SUCH INTERESTS AND ANY RELATED PUBLIC INFRASTRUCTURE AS CONTEMPLATED BY THE DEVELOPMENT AGREEMENT AND THE PRE-ANNEXATION AGREEMENT. AFTER SUCH ACQUISITION BY THE DISTRICT, THE OWNERS WILL NO LONGER OWN SUCH INTERESTS. FOR PURPOSES OF THE FOREGOING, (A) "OWNERS" MEANS, COLLECTIVELY, PULTE HOME CORPORATION, A MICHIGAN CORPORATION, TOGETHER WITH SUCCESSORS AND ASSIGNS PURSUANT TO THE DEVELOPMENT AGREEMENT, (B) "INFRASTRUCTURE-RELATED REAL PROPERTY" MEANS ANY AND ALL OF THE FOREGOING REAL PROPERTY (I) ON OR OTHERWISE APPURTENANT TO WHICH ANY "PUBLIC INFRASTRUCTURE" (AS SUCH TERM IS DEFINED IN SECTION 48-701, ARIZONA REVISED STATUTES, AS AMENDED) HAS BEEN OR IS TO BE CONSTRUCTED, (II) WHICH ITSELF IS OR IS TO BECOME SUCH PUBLIC INFRASTRUCTURE, OR (III) THE ACQUISITION OF WHICH WOULD CONSTITUTE A "PUBLIC INFRASTRUCTURE PURPOSE" (AS SUCH TERM IS DEFINED IN SUCH SECTION), (C) "PRE-ANNEXATION AGREEMENT" MEANS THE PRE-ANNEXATION AND DEVELOPMENT AGREEMENT RECORDED AS FEE NUMBER DOCUMENT 2003-086513 ON THE OFFICIAL RECORDS OF THE PINAL COUNTY RECORDER, (D) "DISTRICT" MEANS THE COMMUNITY FACILITIES DISTRICT TO BE FORMED HEREAFTER BY THE TOWN OF FLORENCE, ARIZONA (THE "MUNICIPALITY") AND PRESENTLY ANTICIPATED TO BE KNOWN AS "MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1," AS CONTEMPLATED BY THE PRE-ANNEXATION AGREEMENT, AND (E) "DEVELOPMENT AGREEMENT" MEANS THE DEVELOPMENT AGREEMENT TO BE ENTERED INTO AMONG THE OWNERS, THE MUNICIPALITY, AND THE DISTRICT.



VICINITY MAP
NOT TO SCALE



BASIS OF BEARING

THE CENTER LINE OF CENTENNIAL WAY AS RECORDED IN FINAL PLAT, ANTHEM AT MERRILL RANCH, PHASE 1A, UNIT 15, CAB F, SLD 153, POR, (CENTER LINE MONUMENTS AT THE INTERSECTION OF CENTENNIAL WAY & LAFAYETTE DRIVE, AND AT THE POINT OF CURVATURE OF CENTENNIAL WAY ARC ALUMINUM CAPS, SET) BEARING BEING N76°18'46"E, HORIZONTAL DISTANCE BETWEEN MONUMENTS BEING 214.01'

WATER AND SEWER SERVICE CERTIFICATION

ANTHEM AT MERRILL RANCH RE-SUBDIVISION OF LOTS 19-23, 25-42 INCLUSIVE & TRACTS A & B ARE WITHIN THE SERVICE AREA OF JOHNSON UTILITIES, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO A.R.S. 45-576. A COMMITMENT TO SUPPLY WATER SERVICE TO THIS PLATTED SUBDIVISION HAS BEEN RECEIVED FROM SAID COMPANY AS EVIDENCED BY JOHNSON UTILITIES DRINKING WATER SERVICE AGREEMENT, A COPY OF WHICH IS SUBMITTED WITH THIS PRELIMINARY PLAT. ON-SITE SANITARY SEWER DISTRIBUTION LINES WILL BE CONSTRUCTED BY THE DEVELOPER OF THIS SUBDIVISION AND OWNED AND MAINTAINED BY JOHNSON UTILITIES, L.L.C.

JOHNSON UTILITIES, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____

ITS: _____

ACKNOWLEDGEMENT

STATE OF _____ }
COUNTY OF _____ } SS.

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____

WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS THEREOF, I HAVE HERETO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC DATE

MY COMMISSION EXPIRES: _____, 20____.

APPROVALS

BY ACCEPTANCE OF THIS PLAT, THE TOWN OF FLORENCE AGREES TO THE VACATION OR ABANDONMENT OF THE EASEMENTS DESCRIBED OR SHOWN HEREON AS BEING VACATED OR ABANDONED.

APPROVED BY THE COMMUNITY DEVELOPMENT DIRECTOR AND THE TOWN ENGINEER OF THE TOWN OF FLORENCE, ARIZONA, THIS _____ DAY OF _____, 20____.

APPROVED BY: _____ COMMUNITY DEVELOPMENT DIRECTOR DATE: _____
TOWN OF FLORENCE, ARIZONA

APPROVED BY: _____ TOWN ENGINEER DATE: _____
TOWN OF FLORENCE, ARIZONA

APPROVED BY THE COUNCIL OF THE TOWN OF FLORENCE, ARIZONA, THIS _____ DAY OF _____, 20____.

APPROVED BY: _____ MAYOR DATE: _____

ATTEST: _____ TOWN CLERK DATE: _____

RECORDER

STATE OF ARIZONA }
COUNTY OF PINAL } SS.

I hereby certify that the within instrument is filed in the official records of this County as File No. _____ Date: _____ Request of _____ Witness my hand and official seal: _____ Pinal County Recorder Deputy

DEVELOPER / OWNER

PULTE HOME CORP.

16767 PERIMETER DRIVE STE. 100
SCOTTSDALE, AZ 85260-1042
480.391.6013

OWNER

HOA-ANTHEM PARKSIDE

AT MERRILL RANCH

COMMUNITY ASSOCIATION, INC.

7740 NORTH 16TH STREET, SUITE 300
PHOENIX, AZ 85020
602.957.7919

SURVEYOR

BAXTER DESIGN GROUP

7580 N. DOBSON ROAD, SUITE 200
SCOTTSDALE, AZ 85256
480.818.6001

LAND USE INFORMATION

GROSS AREA	3.3368 ACRES
OPEN SPACE	1.8909 ACRES
RIGHT-OF-WAY AREA	N/A ACRES
NET AREA	3.3368 ACRES
TOTAL LOTS	7
PROPOSED DENSITY	2.0978 D.U./AC.
ZONING	P.U.D. R-1

UTILITIES AND SERVICES

GAS SOUTHWEST GAS

SEWER JOHNSON UTILITIES CO

WATER JOHNSON UTILITIES CO

ELECTRIC ARIZONA PUBLIC

TELEPHONE SERVICE (APS)

CABLE SPECTRUM LINK COMM.

SOLID WASTE DISPOSAL TOWN OF FLORENCE

COV./ONEST COMMUNICATIONS

POLICE TOWN OF FLORENCE

FIRE DEPARTMENT TOWN OF FLORENCE

SCHOOLS FIRE DEPARTMENT

SCHOOLS FLORENCE UNIFIED

SCHOOLS SCHOOL DISTRICT

BAXTER DESIGN GROUP

7580 N. DOBSON Rd., Suite 200
Scottsdale, AZ 85256
(480) 818-6001

SURVEYOR CERTIFICATION

THIS IS TO CERTIFY THAT THIS PLAT IS CORRECT AND ACCURATE AND THE MONUMENTS DESCRIBED HEREIN HAVE EITHER BEEN SET OR LOCATED AS DESCRIBED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATE: JANUARY 16, 2010

ISSUED BY: _____

EXPIRES BY: _____

FILED: _____

CODE: RE-SUBDIVISION



J.W. WEEKS, R.L.S. 43021

BAXTER DESIGN GROUP, LLC

7580 N. DOBSON ROAD, SUITE 200

SCOTTSDALE, AZ 85256

EXPIRES: _____

PULTE GROUP

ANTHEM AT MERRILL RANCH

RE-SUBDIVISION UNIT 15

SITUATED WITHIN THE SOUTHWEST QUARTER

OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 9 EAST

OF THE GILA AND SALT RIVER MERIDIAN,

TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

UNIT 15

COVER SHEET

SHEET 1 OF 2

FILED IN THE OFFICIAL RECORDS OF THE COUNTY OF PINAL, ARIZONA, ON JANUARY 15, 2010, AT 10:00 AM.

VERSION

LEGAL DESCRIPTION.....UNIT 15

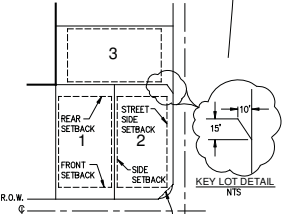
A PARCEL OF LAND LYING WITHIN THE SOUTHWEST QUARTER OF SECTION 19, AND THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 36, 37, 38, 39, 40, 41, 42 AND TRACT A AS SHOWN ON THE "RE-SUBDIVISION OF LOTS 19 THRU 23, INCLUSIVE 25 THRU 42, INCLUSIVE & TRACTS A & B ANTHEM AT MERRILL RANCH, PHASE 1A, UNIT 15", FEE NO. 2011-08255, PCR

SAID DESCRIPTION CONTAINS 3.3368 ACRES, MORE OR LESS.

LOT NO.	SQ. FT.	ACRES
36	7,254	0.1665
37	6,661	0.1529
38	9,101	0.2094
39	8,518	0.1956
40	8,400	0.1928
41	9,452	0.2172
42	13,566	0.3114

CURVE	LENGTH	RADIUS	DELTA	TANGENT
C1	46.54'	30.00'	88°33'07"	29.42'
C2	17.90'	30.00'	34°11'39"	9.23'
C3	25.63'	30.00'	48°57'12"	13.66'
C4	3.00'	30.00'	5°44'16"	1.50'
C5	39.69'	25.00'	80°57'56"	26.42'
C6	6.65'	2695.81'	0°07'12"	2.83'
C7	136.33'	50.00'	156°13'21"	237.50'
C8	24.89'	50.00'	26°31'28"	12.21'
C9	20.45'	50.00'	23°26'05"	10.37'
C10	6.88'	50.00'	7°32'59"	3.45'
C11	47.41'	50.00'	54°19'23"	25.65'
C12	38.70'	50.00'	42°03'06"	19.22'
C13	16.28'	25.00'	37°19'12"	8.44'
C14	95.71'	730.00'	7°30'43"	47.92'
C15	6.67'	730.00'	0°26'41"	2.83'
C16	81.74'	730.00'	6°23'02"	40.92'
C17	8.28'	730.00'	0°39'00"	4.14'
C18	19.41'	25.00'	44°29'19"	10.22'
C19	7.53'	50.00'	8°37'29"	3.77'
C20	65.71'	1000.00'	3°45'54"	32.97'
C21	72.19'	500.00'	8°16'20"	36.16'
C22	117.49'	2540.00'	2°39'01"	58.75'



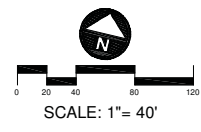
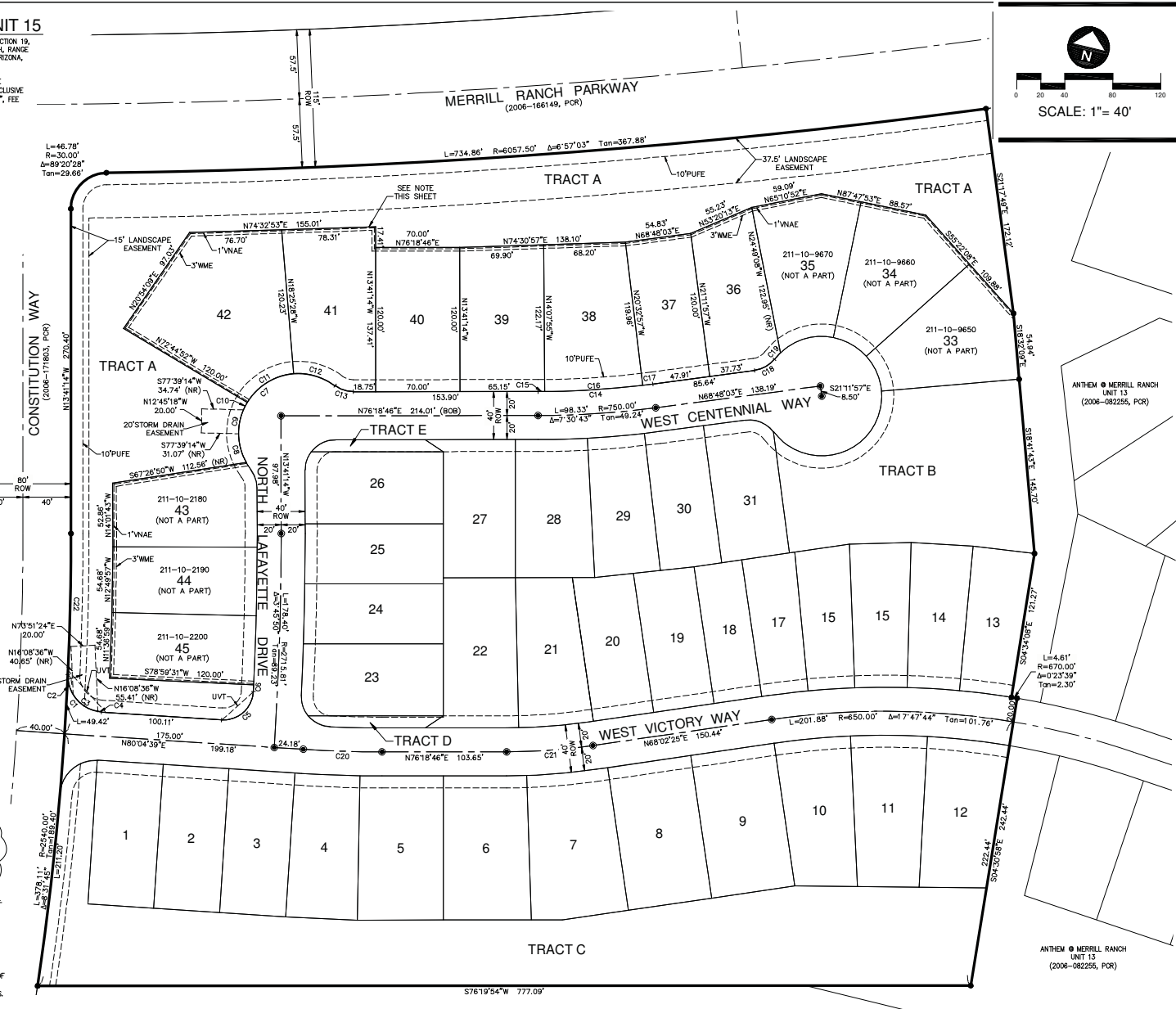
SETBACKS (MIN.)

FRONT	18/15 FEET
REAR	15 FEET
SIDE	5 FEET
STREET SIDE	10 FEET

* PER P.U.D. RECORDED IN 01-086513 OF PINAL COUNTY RECORDS

25'x25' UNOBSTRUCTED VIEW TRIANGLE TOWN OF FLORENCE ZONING ORD. SECT. 4-56(2) 33'x33' AT THE INTERSECTION OF COLLECTOR/ARTERIAL AND/OR COLLECTOR/ARTERIAL AND/OR COLLECTOR/ARTERIAL STREETS.

LOT LAYOUT DETAIL



RECORDER

STATE OF ARIZONA } SS
 COUNTY OF PINAL }

I hereby certify that the within instrument is filed in the official records of this County as File No. _____
 Date: _____
 Request of: _____
 Witness my hand and official seal:
 Virginia Ross Pinal County Recorder
 By: _____ Deputy

SYMBOL LEGEND

- SECTION CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
- QUARTER CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
- CENTERLINE MONUMENT (BRASS CAP, OR AS NOTED)
- 1/2" REBAR & CAP, RLS 43021, SET (UNLESS NOTED OTHERWISE)

LINE LEGEND

- BREAK LINE
- CENTERLINE OF ROADWAY
- EASEMENT LINE
- PLAT BOUNDARY
- PROPERTY LINE
- ROW
- SECTION LINE
- SECTION LINE TERMINAL POINT ON ROW INDICATES THAT PORTION OF THE SECTION BOUNDARY EASEMENT TO BE ABANDONED AS PART OF THIS RECORDING.

ABBREVIATIONS

(AC) ACRE
 AL ALUMINUM CAP
 BC BRASS CAP
 B BASIS
 BOB BASIS OF BEARING
 CMU CONCRETE MASONRY UNIT
 D DOCKET
 FND FOUND MONUMENT
 GLO GENERAL LAND OFFICE
 LE LANDSCAPE EASEMENT
 LSR LAND SURVEYORS REGISTRATION NO.
 M MEASURED
 MGR MORE OR LESS
 NO ID NO IDENTIFICATION, (NO LS No.)
 NR INDICATES LINE IS NOT RADIAL TO CURVE
 NTS NOT TO SCALE
 PCR PINAL COUNTY RECORDER
 PG PAGE
 PGB POINT OF BEGINNING
 PUE PUBLIC UTILITY FACILITY EASEMENT/
 DRAINAGE EASEMENT
 (R) RECORD
 R RANGE LINE NO. EAST
 (RB) RIGHT OF WAY
 ROW RIGHT OF WAY
 SEC SECTION NO.
 SDE STORM DRAIN EASEMENT
 SLS SIGHT TRIANGLE
 SSE SANITARY SEWER EASEMENT
 SOT SIGHT DISTANCE TRIANGLE
 T # S TOWNSHIP NO. SOUTH
 TOWN OF FLORENCE
 UVT UNOBSTRUCTED VIEW TRIANGLE
 VAE VEHICLE NON-ACCESS EASEMENT
 WME WALL MAINTENANCE EASEMENT

BAXTER DESIGN GROUP

DATE: JANUARY 16, 2016
 DESIGNED BY: KMO
 DRAWN BY: JVS
 CHECKED BY: JMW
 PROJECT: RE-SUBDIVISION
 CODE: RE-SUBDIVISION


PULTE GROUP
ANTHEM AT MERRILL RANCH
RE-SUBDIVISION UNIT 15

SITUATED WITHIN THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

UNIT 15
LAYOUT SHEET
SHEET 2 OF 2

ANTHEM @ MERRILL RANCH
 UNIT 15
 (2010-016395 & 2011-082535, PCR)

DATE: JANUARY 16, 2016
 DESIGNED BY: KMO
 DRAWN BY: JVS
 CHECKED BY: JMW
 PROJECT: RE-SUBDIVISION
 CODE: RE-SUBDIVISION

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 9m.
MEETING DATE: April 20, 2015 DEPARTMENT: Administration STAFF PRESENTER: Lisa Garcia Deputy Town Manager/Town Clerk SUBJECT: Resolution No. 1512-15: Amending the Johnson Utilities, LLC, Operating Agreement.		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Adoption of Resolution No. 1512-15 A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AMENDED OPERATING AGREEMENT WITH JOHNSON UTILITIES, LLC, FOR WATER AND WASTEWATER UTILITY SERVICES.

BACKGROUND/DISCUSSION:

This amendment is being brought to Council to solidify that the Town and Johnson Utilities, LLC, mutually agree that the Town no longer holds nor has any right of first refusal with regard to the sale and purchase of any or all of Johnson Utilities LLC's operations or facilities which were the subject of the Johnson Utilities LLC Operating Agreement. The Town of Florence and Johnson Utilities LLC, also agree, that each party mutually release and discharge each other (and respective affiliates) for any and all claims, of any nature or variety, that arise out of or are related to any such right or claimed right, including, but not limited claims related to or referenced or purportedly asserted in Johnson Utilities, LLC's Notice of Claim letter dated February 13, 2015, on file with the Town Clerk.

The Town reserves the right and power to purchase and condemn the plant and distribution facilities of Johnson Utilities, LLC, within the corporate limits of the Town or any additions thereto, as provided by law.

FINANCIAL IMPACT:

N/A

STAFF RECOMMENDATION:

Staff recommends adoption of Resolution No. 1512-15.

ATTACHMENTS:

Resolution No. 1512-15
Amendment to Johnson Utilities, LLC Operating Agreement
Johnson Utilities, LLC Operating Agreement.

RESOLUTION NO. 1512-15

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AMENDED OPERATING AGREEMENT WITH JOHNSON UTILITIES, LLC, FOR WATER AND WASTEWATER UTILITY SERVICES.

WHEREAS, the Town of Florence and Johnson Utilities, LLC, have previously entered into an Operating Agreement dated April 22, 2005, and recorded at 2005-051154; and

WHEREAS, the Town of Florence and Johnson Utilities, LLC, desire to amend the Operating Agreement dated April 22, 2005, and recorded at 2005-051154, as set forth in the Amended Operating Agreement attached hereto as Exhibit "A".

NOW, THEREFORE, THE MAYOR AND TOWN COUNCIL OF THE TOWN OF FLORENCE DO HEREBY RESOLVE AS FOLLOWS:

Section 1. That the Amended Operating Agreement between the Town of Florence and Johnson Utilities, LLC, for water and wastewater services is hereby approved in substantially the form set forth in Exhibit "A" attached hereto.

Section 2. That the Mayor be and is hereby authorized to execute the Amended Operating Agreement for water and wastewater utility services, in substantially the form set forth in Exhibit "A" attached hereto and made a part hereof by this reference as though set forth in full at this point.

Section 3. That the Town Manager be and is hereby authorized to take such other and further measures and actions as are necessary or appropriate to carrying out the terms, provisions and intent of said Amended Operating Agreement and this Resolution.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Florence, Arizona, this 20th day of April 2015.

Tom J Rankin, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk/Deputy Manager

Dickinson Wright PLLC, Town Attorneys

WHEN RECORDED RETURN TO:

Town Clerk
Town of Florence
P.O. Box 2670
Florence, AZ 85232

AMENDMENT TO OPERATING AGREEMENT

DATE: As of April 1, 2015 (“Effective Date”)

PARTIES: JOHNSON UTILITIES, L.L.C.
an Arizona limited liability company
5230 East Shea Boulevard
Suite 200
Scottsdale, AZ 85254

TOWN OF FLORENCE, ARIZONA
an Arizona municipal corporation
PO Box 2670
Florence, AZ 85232

DEFINITIONS:

Terms used in this Amended Operating Agreement (this “Agreement”) shall have the meanings as defined in the Operating Agreement approved in Town of Florence Resolution No. 930-05, entered into by the Parties on April 22, 2005, and recorded at 2005-051154, records of Pinal County Arizona (hereafter “Operating Agreement”).

RECITALS:

1. Pursuant to this Agreement, only the terms of the Operating Agreement specifically amended are altered or amended.

2. As more fully stated hereinbelow, and in consideration of the amendment of Section 11 of the Operating Agreement, contemplated hereby, the Town and Utility mutually agree that the Town no longer holds nor has any right of first refusal with regard to the sale and purchase of any or all of Utility’s operations or facilities which were the subject of the Operating Agreement, and hereby mutually release and discharge each other (and respective affiliates) for any and all claims, of any nature or variety, that arise out of or are related to any such right or claimed right, including, but not limited to, those claims related to or referenced or purportedly asserted in Utility’s A.R.S. §12-821.01 Notice of Claim letter from Thomas K. Irvine, Esq., Utility’s counsel, dated February 13, 2015 (the “Claims Notice”), addressed to the Town Clerk.

3. Accordingly, the parties hereto desire to enter into this Agreement.

AGREEMENTS:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Section 11 of the Operating Agreement is null and void and is hereby replaced as follows:

Section. 11. Condemnation Right Reserved by Town. Town reserves the right and power to purchase and condemn the plant and distribution facilities of Utility within the corporate limits of the Town or any additions thereto, as provided by law.

Section 2. Section 19 shall be added to the Operating Agreement as follows:

Section 19. Waiver and Release of Claims. With the exception of the obligations of the parties under this Amendment to Operating Agreement, Utility, on its own behalf and on behalf of all persons or entities owning, in whole or in part, controlled by, controlling or under common control with Utility or any affiliate (collectively, the "Utility Releasing Parties"), on the one hand, and Town, on the other hand, hereby irrevocably and unconditionally forever release, remise and discharge each other and their respective present and former successors, predecessors, assigns, affiliates, partners, members, shareholders, Council members, officers, directors, agents, privies, employees, managers, attorneys, accountants, title insurers and insurers from of and against any claim, cause or right of action, liability, or obligation of any kind, type, or nature, whether presently known or unknown, accrued or not accrued (and respective affiliates) for any and all claims, of any nature or variety, that arise out of or are related to any such right or claimed right related to or referenced or purportedly asserted in Utility's A.R.S. §12-821.01 Notice of Claim letter from Thomas K. Irvine, Esq., Utility's counsel, dated February 13, 2015 (the "Claims Notice"), addressed to the Town Clerk, which either of them may have against the other or any of them, which arise out of or which in any manner relate to the Claims Notice and all claims and counterclaims asserted or which could have been asserted arising out of the allegations in the Claims Notice.

Utility represents that Utility has authority to, and does hereby, bind any and all Utility Releasing Parties to the releases set forth immediately hereinabove. Town and Utility, on its own behalf and on behalf of all of the other Utility Releasing Parties, represent and warrant to one another that no party has assigned any of the claims released hereby to any other party or parties.

Town and Utility will, respectively, indemnify and hold harmless the other from the falsity of any of the foregoing.

The parties acknowledge that this Agreement constitutes a compromise and settlement of disputed claims and does not constitute an admission of any fact or an acknowledgment of liability with respect to any claim, asserted or unasserted. In executing this Agreement, the parties expressly assume the risk that the facts or law may be otherwise than they presently believe. The parties further expressly waive and assume the risk of any and all claims which exist as of this date but of which they do not know or which they do not suspect exist, whether through ignorance, oversight, error, negligence or otherwise and which, if known, would materially affect their decision to enter into this Agreement.

[Signature Page to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date first above written.

Town of Florence, an Arizona municipal corporation

Tom J. Rankin, Mayor

Date

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Charles Montoya, Town Manager

Johnson Utilities, L.L.C., an Arizona limited liability company

George H. Johnson, Managing Member

Date

STATE OF ARIZONA)
) ss.
County of Pinal)

On this ____ day of _____, 2015, before me, the undersigned officer, personally appeared _____, who acknowledged him/herself to be the mayor of the TOWN OF FLORENCE, an Arizona municipal corporation, and that he/she, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this ____ day of _____, 2015, before me, the undersigned officer, personally appeared _____, who acknowledged him/herself to be the Managing Member of Johnson Utilities, L.L.C., an Arizona limited liability company, and that he/she, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:



WHEN RECORDED RETURN TO:

**Town Clerk
Town of Florence
PO Box 2670
Florence, AZ 85232**

DATE/TIME: 05/04/05 1356
FEE: \$14.00
PAGES: 11
FEE NUMBER: 2005-051154

OPERATING AGREEMENT

DATE: APRIL 20, 2005

PARTIES: (1) JOHNSON UTILITIES, L.L.C.
an Arizona limited liability company
5230 East Shea Boulevard
Suite 200
Scottsdale, AZ 85254

TOWN OF FLORENCE, ARIZONA
an Arizona municipal corporation
PO Box 2670
Florence, AZ 85232

DEFINITIONS:

The following terms used in this Operating Agreement shall have the following meanings:

- A. Town: Town of Florence, Arizona, an Arizona municipal corporation.
- B. Utility: Johnson Utilities, L.L.C., an Arizona limited liability company, its successors and assigns.
- C. Utility's Facilities: Water, effluent, and wastewater lines and related appurtenances.

RECITALS:

1. Pursuant to the Agreement, Utility will commence providing public utility water, effluent water, and wastewater services to those areas of Town within Utility's Certificate of Convenience and Necessity, (CC&N), included but not limited to those areas within the Pulte Corporation Anthem at Merrill Ranch Planned Unit Development which are west of Felix Road as realigned pursuant to the Anthem at Merrill Ranch Development Plan.

2. Pursuant to the Agreement, Town has agreed that, Utility shall be permitted the use of public streets and ways for water and wastewater utility service.

3. Accordingly, the parties hereto desire to enter into this Operating Agreement.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Operating Agreement. Town hereby grants Utility, its successors and assigns, the right and privilege to construct, maintain, and operate upon, over, along, across, and under the present and future public rights-of-way (including but not limited to streets, alleys, ways, highways and bridges) located within the present and any future corporate limits of Town, a domestic wastewater collection system as well as a potable water and effluent water delivery system, together with all necessary or desirable appurtenances (including but not limited to wells, well sites, storage, water pumping facilities, wastewater pumping facilities, manholes, transmission mains, distribution mains, collection mains, service lines, fire hydrants, meters and equipment for its own use), for the purpose of supplying potable water, effluent water, and wastewater collection services to Town, its successors, the inhabitants thereof, and all individuals and entities either within or beyond the limits thereof, for all purposes.

- A. Notwithstanding the foregoing operating grant, Utility agrees that prior to the construction of any well or well site within the area subject to this Agreement, it will notify the Town of its intent to construct such well or well site and will not commence construction of such well or well site unless and until it has received the approval of Town, which approval shall not be unreasonably withheld. Town shall have 120 days from notification by Utility of its intent to commence construction of any well or well site to issue the Town's approval or disapproval of the proposed well or well site. Utility agrees to protect, indemnify and hold harmless the Town from and against any and all claims, demands, damages, losses, liabilities, fines, charges, penalties, administrative and judicial proceedings, orders and judgments arising out of, resulting from or alleged to have resulted from a violation of the Gila River Indian Community Water Rights Settlement Agreement, the Gila River General Adjudications, or any Federal, State or local law enacted pursuant thereto, as a result of the construction or operation by Utility or its agents, employees or contractors, of any well or well site in violation of this paragraph or after a written notice disapproving such construction or operation has been issued by the Town.

Section 2. Compliance with Town Practice; Map Submitted for Approval; Town Construction Near Utility's Facilities. All construction hereunder shall be performed in accordance with established practices of Town with respect to such public rights-of-way. Before Utility makes any installations in the public rights-of-way, Utility shall submit for approval a map showing the location of such proposed installations to Town. If Town undertakes either

directly or through a contractor any construction project adjacent to or near Utility's facilities operated pursuant hereto, Town shall include in all such construction specifications, bids, and contracts a requirement that, as part of the cost of the project, the contractor or his designee obtain from Utility the temporary removal, relocation, barricading or depressurization of Utility's facilities or equipment, the location of which may create an unsafe condition in view of the equipment to be utilized or the methods of construction to be followed by the contractor. Town shall indemnify and hold Utility harmless from any and all claims, costs, losses, or expenses incurred by Utility as a result of the failure of Town, or its contractors to comply with said requirements.

Section 3. Construction and Relocation of Utility's Facilities; Payment. All facilities installed or constructed pursuant hereto shall be so located or relocated and so erected as to minimize the interference with traffic, or other authorized uses over, under or through the public rights-of-way. Those phases of construction of Utility's facilities relating to traffic control, backfilling, compaction and paving, as well as the location or relocation of facilities herein provided for shall be subject to regulation by the Town. Utility shall keep accurate records of the location of all facilities in the public right-of-way and furnish them to Town upon request. Upon completion of new or relocation construction of underground facilities in the public right-of-way, Utility shall provide the Town with as-built drawings showing the actual location of the underground facilities in those cases where the actual location differs significantly from the proposed location approved in the permit plans.

- A. If Town requires Utility to relocate Utility's facilities, which were located in private easements or rights-of-way obtained by Utility prior to Town's acquisition of the public right-of-way from which the facilities must be relocated, the entire cost of relocating Utility's facilities (including the cost of purchasing a new private easement or right-of-way, if necessary) shall be borne by Town. Town shall also bear the entire cost of all subsequent relocations of the relocated facilities required by Town, until such time as Town condemns or otherwise purchases Utility's private easement or right-of-way. Notwithstanding the last two foregoing sentences, the Town shall only be required to purchase a replacement private easement if the Utility's facilities being relocated cannot reasonably be located within the rights-of-way of the Town or other governmental entity or a free private easement cannot be acquired by the Utility.
- B. Except as covered in Paragraph A above, Utility shall bear the entire cost of relocating its facilities, located on public rights-of-way, the relocation of which is necessary for Town's carrying out of a function in the interest of the public health, safety or welfare. Utility's right to retain its facilities in their original location is subject to the paramount right to Town to use its public rights-of-way for all governmental purposes. Notwithstanding the foregoing, if Utility is requested to perform work of a temporary nature on a governmental project to relieve construction problems which could be relieved by other means, the cost of said temporary work will be borne by Town or the contractor working on the governmental project. Governmental purposes include, but are not limited to, the following functions of Town: (1) Any and all improvements to Town streets,

alleys and avenues; (2) establishing and maintaining sanitary sewers, storm drains, and related facilities; (3) establishing and maintaining municipal parks, parking, parkways, pedestrian malls, or grass, shrubs, trees and other vegetation for the purposes of landscaping any street or public property; (4) providing fire protection; (5) collection and disposal of garbage.

- C. Town will bear the entire cost of relocating any facilities, the relocation of which is necessitated by the construction of improvements by or on behalf of Town in furtherance of a proprietary function.
- D. Where Town's facilities or other facilities occupying a right-of-way under authority of a Town permit or license are already located in the right-of-way and a conflict between Utility potential facilities and the existing facilities can only be resolved expeditiously as determined by the Town's Public Works Director by relocating the existing Town or permittee facilities, Utility shall bear the entire cost of relocating the existing facilities, irrespective of the function they served.
- E. If Town participates in the cost of relocating Utility's facilities for any reason, the cost of relocation to Town shall not include any upgrade or improvement of Utility's facilities, as they existed prior to relocation. If required by Federal or State grant guidelines, the cost of relocation of Utility's facilities may be put out for bid by Utility in accordance with Utility's requirements. For the purpose of verifying amounts charged to Town for relocating Utility's facilities, relevant books and records of Utility shall be subject to inspection by duly authorized officers or representatives of the Town at reasonable times.
- F. Town will not exercise its right to require Utility's facilities to be relocated in an unreasonable or arbitrary manner, or to avoid its obligations under Section 2. Utility and Town may agree to cooperate on the location and relocation of other facilities at Utility's expense in the public rights-of-way.

Section 4. Restoration of Rights-of-Way. Whenever Utility shall cause any opening or alteration whatever to be made for any purpose in any public right-of-way the work shall be completed with due diligence within a reasonably prompt time, and Utility shall, upon completion of such work, restore the property disturbed to as good condition as it was prior to such openings or alteration. Utility shall bear the full cost of any barricades, signing, rerouting of traffic, or other action or expense which Town shall consider necessary or desirable in the interest of public safety during any such opening or alteration within the public right-of-way. Should Utility fail to restore the property to such condition, Town may make such repairs and Utility shall be responsible for the actual cost of such work. The Town shall give the Utility first right to correct substandard restoration or replacement. If Utility does not proceed with its necessary correction within 30 days, the Town shall have the right to perform the necessary restoration, repair, or replacement, either through its own forces or through a hired contractor, and the Utility agrees to reimburse the Town for *reasonable* expenses in so doing within thirty (30) days after its receipt of the Town's invoice.

Section 5. Operating Agreement Fee. Utility shall pay Town in consideration of the grant of this agreement a sum equal to five percent (5%) of the retail revenues of Utility (excluding governmental impositions such as sales taxes, CAGR charges) from the sale by it of water, effluent water, and wastewater services within the present and any future corporate limits of Town, as shown by Utility's billing records (the "Fee") This Operating Agreement Fee shall be due and payable quarterly. For the purpose of verifying the amounts payable hereunder, the books and records of Utility shall be subject to inspection by duly authorized officers or representatives of Town at reasonable times. Notwithstanding the above, Town and Utility agree that on or after January 1, 2016, Town may request that the Operating Agreement Fee be increased and Utility will agree to such increase, provided however that Utility shall pay no higher percentage of its retail revenues as and for such fee than the highest fee paid by any other utility provider within the Town as of the time of such request.

Beginning January 1, 2006, payment as described in the preceding paragraphs shall be payable in quarterly amounts within 30 days after the end of each calendar quarter.

Notwithstanding any provision of this Section 5 to the contrary, if at any time during the term of this agreement (1) the Town Council takes action to acquire Utility's facilities or (2) an initiative petition is approved by the voters which would result in the Town's acquisition of Utility's facilities, Utility's obligation to pay the fee provided for in this Section 5 shall immediately terminate, and Utility shall have no further obligation to pay such fees from that date forward; however, this agreement shall in all other respects remain in full force and effect. If Town thereafter officially abandons its efforts to condemn Utility's water and wastewater system, Utility shall resume the payment of fees pursuant to this Section 5 and shall retroactively pay those fees that would have otherwise been payable during the period payments were terminated.

Section 6. Additional Fees. Notwithstanding any provision contained herein to the contrary, Utility shall, in addition to the payment provided in Section 5, pay any occupation tax established by Town, provided the tax is a flat fee per year and that the annual amount of such fee does not exceed the amount of similar fees paid by any other business operated within Town.

Section 7. Term And Effectiveness. This Agreement shall become effective upon acceptance by Utility and Town, and the term of the agreement shall be for a period of twenty-five (25) years commencing from January 1, 2006.

Section 8. Nature of Agreement. This Agreement is exclusive only as to those geographic areas within Utility's CC&N, and shall not be construed to prevent the Town from granting other like or similar grants or privileges to any other person, firm or corporation which may possess a Certificate of Convenience and Necessity within the boundaries of the Town. Utility may not assign this Agreement to any other person, firm or corporation without the prior written consent of Town, which consent shall not be unreasonably withheld.

Section 9. Conflicting Ordinances. To the extent the terms of this Agreement conflict with any ordinance, or any portion of any ordinance, of Town, the terms of this Agreement shall control.

Section 10. Independent Provision. If any section, paragraph, clause, phrase or provision shall be adjudged invalid or unconstitutional, the same shall not affect the validity hereof as a whole or any part of the provisions hereof other than the part so adjudged invalid or unconstitutional.

Section 11. Condemnation; Right Reserved by Town. Town reserves the right and power to purchase and condemn the plant and distribution facilities of Utility within the corporate limits of the Town or any additions thereto, as provided by law. Should Utility offer for sale any or all of its operations and facilities which are subject to this agreement, the Town shall have a right of first refusal with regard to the sale and purchase of such operations and facilities, with the purchase price to be determined by a fair market valuation study conducted by the Town. In the event Utility and Town cannot agree on the fair market valuation, such valuation shall be determined in the manner described by Arizona Revised Statutes ("A.R.S.") 9-515.

Section 12. Indemnification and Hold Harmless.

- A. Utility shall defend Town against all claims for injury to any person or property caused by the negligent, reckless or intentional conduct of Utility in the construction or operation of its property and in the event of a determination of liability shall indemnify Town. More particularly Utility, its successors and assigns, does hereby agree to indemnify and hold harmless Town from and against any and all liability, claims, demands, damages, losses, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, including judgments, remedial actions of any kind and all costs of cleanup actions of any kind, together with expenses related thereto (including but not limited to attorney fees, court costs, cost of appellate proceedings and all claim handling and administrative expenses) relating to, arising out of or resulting from or allegeded to have resulted from Utility's acts, errors, mistakes, omissions, work or services of Utility's agents, employees, contractors, subcontractors or anyone for whose acts they or Utility may be liable in the performance of this Operating Agreement, and whether or not such claims, demands, damages, losses, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, including judgments, remedial actions of any kind and all costs of cleanup actions of any kind, together with expenses related thereto are caused in part by the passive negligence of the Town, its Council members, agents, officers, officials and employees.
- B. This paragraph 12 shall survive the termination or expiration of this Operating Agreement for a period of two (2) years.

Section 13. Insurance Requirements. The Utility, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. rating of "A", or approved and licensed to do business in the State of Arizona with policies and forms satisfactory to the Town. All insurance required herein shall be maintained in full force and effect during the term of this Agreement; failure to do so may, at the sole discretion of the Town, constitute an event of default by the Utility under this Agreement. The Utility's insurance shall be primary insurance, and any insurance or self-insurance maintained by the Town shall not contribute to it. Any failure to comply with the claim reporting provisions of the policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the Town. The insurance policies required by this Agreement shall name the Town, its agents, officers, officials, and employees as Additional Insured.

- A. General Liability. The Utility shall, at its expense, maintain a policy of comprehensive public liability insurance with a limit of not less than \$1,000,000 for each occurrence and with a \$1,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement, which coverage will be at least as broad as Insurance Service Office, Inc., Policy Form CG 000211093(October 2001 version). The coverage shall not exclude X, C, and U. Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as Insurance Service Office, Inc., Additional Insured, Form B, CG2O101185 (October 2001 version).
- B. Automobile Liability. The Utility shall, at its expense, maintain a Commercial/Business Automobile Liability Insurance policy with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 each occurrence with respect to any of the Utility's owned, hired and non-owned vehicles assigned to or used in performance of this Agreement. Coverage will be at least as broad as coverage code I, "any auto", Insurance Service Office, Inc., Policy Form CA 00011293, or any replacements thereof. Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000.00 per accident limits for bodily injury and property shall apply.

Section 14. Miscellaneous. Town and Utility hereby expressly agree that the following provision shall survive the termination or expiration of this Agreement.

Upon the termination or expiration of this Agreement, if Utility shall not have acquired and accepted an extension or renewal hereof, it may remove its facilities and system within Town or at its option, may continue operating its facilities and system within additional extension upon, over, along, across and under the public right-of-way within Town, but it shall continue to pay the "Fee" as required in Section 5 until a new

agreement can be effected with the Town or until Utility provides notice to Town that a new agreement will not be pursued or until Utility's facilities are acquired by Town through the exercise of its powers of eminent domain.

Section 15. Town and Utility agree that Town shall provide all solid waste services to all portions of the Anthem at Merrill Ranch Planned Unit Development and to any future areas annexed into the Town.

Section 16. Town and Utility agree that Town shall retain ownership of all existing wells within the property as legally described in the Merrill Ranch Pre-Annexation and Development Agreement dated December 3, 2003. Utility shall retain ownership of the two wells # 55-583151 and # 55-569177 located within the portion of the Anthem at Merrill Ranch Planned United Development which was formerly known as "Rancho Sendero – Mystic Lake".

Section 17. The Town and Utility agree that the Town shall deliver potable water, effluent water and wastewater services to all other areas, located east of the realigned section of Felix Road, including but not limited to the property as legally described in the Merrill Ranch Pre-Annexation Development Agreement dated December 3, 2003.

Section 18. Notices. Any notice required or permitted to be given hereunder shall be in writing, unless otherwise expressly permitted or required, and shall be deemed effective either (i) upon hand delivery to the person then holding the office shown on the attention line of the address below, or, if such office is vacant or no longer exists, to a person holding a comparable office, or (ii) on the third business day following its deposit with the United States Postal Service, first class and certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

To the Town of Florence:

Town of Florence
P.O. Box 2670
775 North Main Street
Florence, AZ 85232
Attn: Town Manager

To the Utility:

Johnson Utilities, L.L.C.
5230 East Shea Boulevard
Suite 200
Scottsdale, AZ 85254
Attn: George H. Johnson
Managing Member

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

Town of Florence, an Arizona municipal corporation

Tom J. Rankin
Tom J. Rankin, Mayor

4-22-05
Date

ATTEST:

Lisa Garcia
Lisa Garcia, Town Clerk

APPROVED AS TO FORM:

James Mannato
James Mannato, Town Attorney

Johnson Utilities, L.L.C., an Arizona limited liability company

[Signature]
Managing Member

4-22-05
Date

STATE OF ARIZONA)
) ss.
County of Pinal)

On this 22 day of April, 2005, before me, the undersigned officer, personally appeared Sam Park who acknowledged himself to be the mayor of the TOWN OF FLORENCE, an Arizona municipal corporation, and that he, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Stephanie Lamas
Notary Public

My Commission Expires:

July 4, 2008

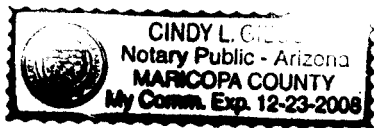


Notary Public State of Arizona
Pinal County
Stephanie Lamas
Expires July 04, 2008

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 22 day of April, 2005, before me, the undersigned officer, personally appeared George Johnson who acknowledged himself to be the Managing Member of Johnson Utilities, L.L.C., an Arizona limited liability company, and that he, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Cindy L. Giese
Notary Public

My Commission Expires:

12.23.2008

TOWN OF FLORENCE
Monthly Income from Fee Projections


Estimated number of paying customers by Month

Estimated Fees collected by the end of Identified Month: (Estimate made using \$85/unit/month)	December 2006	December 2007	December 2008	December 2009	December 2010	December 2011	December 2012	December 2013	December 2014	December 2015 through forever fees
	Fees	Fees	Fees	Fees	Fees	Fees	Fees	Fees	Fees	Fees
January	\$5,667	\$76,500	\$178,500	\$280,500	\$382,500	\$485,208	\$595,708	\$706,208	\$817,063	\$933,109
February	\$11,333	\$85,000	\$187,000	\$289,000	\$391,000	\$494,417	\$604,917	\$715,417	\$826,625	\$943,968
March	\$17,000	\$93,500	\$195,500	\$297,500	\$399,500	\$503,625	\$614,125	\$724,625	\$836,188	\$954,826
April	\$22,667	\$102,000	\$204,000	\$306,000	\$408,000	\$512,833	\$623,333	\$733,833	\$845,750	\$965,685
May	\$28,333	\$110,500	\$212,500	\$314,500	\$416,500	\$522,042	\$632,542	\$743,042	\$855,313	\$976,544
June	\$34,000	\$119,000	\$221,000	\$323,000	\$425,000	\$531,250	\$641,750	\$752,250	\$864,875	\$987,403
July	\$39,667	\$127,500	\$229,500	\$331,500	\$433,500	\$540,458	\$650,958	\$761,458	\$874,438	\$998,261
August	\$45,333	\$136,000	\$238,000	\$340,000	\$442,000	\$549,667	\$660,167	\$770,667	\$884,000	\$1,009,120
September	\$51,000	\$144,500	\$246,500	\$348,500	\$450,500	\$558,875	\$669,375	\$779,875	\$893,563	\$1,019,979
October	\$56,667	\$153,000	\$255,000	\$357,000	\$459,000	\$568,083	\$678,583	\$789,083	\$903,125	\$1,030,838
November	\$62,333	\$161,500	\$263,500	\$365,500	\$467,500	\$577,292	\$687,792	\$798,292	\$912,688	\$1,041,696
December	\$68,000	\$170,000	\$272,000	\$374,000	\$476,000	\$586,500	\$697,000	\$807,500	\$922,250	\$1,052,555

Existing Homes Connected to System										
Fees collected from 1/1/2004 to 10/31/2004										
Total Number of Additional Homes (Per Year)	800	1,200	1,200	1,200	1,200	1,300	1,300	1,300	1,350	1,533
Total New Monthly Fees Collected (Per Year)	\$442,000	\$1,479,000	\$2,703,000	\$3,927,000	\$5,151,000	\$6,430,250	\$7,756,250	\$9,082,250	\$10,435,875	\$11,913,983
Total Number of House Connections	800	2,000	3,200	4,400	5,600	6,900	8,200	9,500	10,850	12,383
Four (4%) operating fee	\$17,680	\$59,160	\$108,120	\$157,080	\$206,040	\$257,210	\$310,250	\$363,290	\$417,435	\$476,559

These figures include sales within the Farley Farms development

Total collected by Florence in first 10 years \$2,372,824
Total fees collected by Florence every year after 2015 \$476,559

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 9n.
MEETING DATE: April 20, 2015 DEPARTMENT: Administration STAFF PRESENTER: Lisa Garcia Deputy Town Manager/Town Clerk SUBJECT: Resolution No. 1513-15: Amending the Southwest Environmental Utilities, LLC.		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Adoption of Resolution No. 1512-15 A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AMENDED OPERATING AGREEMENT WITH SOUTHWEST ENVIRONMENTAL UTILITIES, LLC, FOR WATER AND WASTEWATER UTILITY SERVICES.

BACKGROUND/DISCUSSION:

This amendment is being brought to Council to solidify that the Town and Southwest Environmental Utilities, LLC, mutually agree that the Town no longer holds nor has any right of first refusal with regard to the sale and purchase of any or all of Southwest Environmental Utilities, LLC's operations or facilities which were the subject of the Southwest Environmental Utilities, LLC, Operating Agreement. The Town of Florence and Southwest Environmental Utilities, LLC, also agree, that each party mutually release and discharge each other (and respective affiliates) for any and all claims, of any nature or variety, that arise out of or are related to any such right or claimed right, including, but not limited claims related to or referenced or purportedly asserted in Southwest Environmental Utilities, LLC's Notice of Claim letter dated February 13, 2015, on file with the Town Clerk.

The Town reserves the right and power to purchase and condemn the plant and distribution facilities of Southwest Environmental Utilities, LLC, within the corporate limits of the Town or any additions thereto, as provided by law.

FINANCIAL IMPACT:

N/A

STAFF RECOMMENDATION:

Staff recommends adoption of Resolution No. 1513-15.

ATTACHMENTS:

Resolution No. 1513-15

Southwest Environmental Utilities, LLC Amended Operating Agreement

Southwest Environmental Utilities, LLC Operating Agreement

RESOLUTION No. 1513-15

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AMENDED OPERATING AGREEMENT WITH SOUTHWEST ENVIRONMENTAL UTILITIES, LLC, FOR WATER AND WASTEWATER UTILITY SERVICES.

WHEREAS, the Town of Florence and Southwest Environmental Utilities, LLC, have previously entered into an Operating Agreement, dated February 25, 2013; and

WHEREAS, the Town of Florence and Southwest Environmental Utilities, LLC, desire to amend the Operating Agreement dated February 25, 2013, as set forth in the Amended Operating Agreement attached hereto as **Exhibit "A"**.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Town Council of the Town of Florence, Arizona, as follows:

Section 1. That the Amended Operating Agreement between the Town of Florence and Southwest Environmental Utilities, LLC, for water and wastewater services is hereby approved in substantially the form set forth in **Exhibit "A"** attached hereto.

Section 2. That the Mayor be and is hereby authorized to execute the Amended Operating Agreement for water and wastewater utility services, in substantially the form set forth in **Exhibit "A"** attached hereto and made a part hereof by this reference as though set forth in full at this point.

Section 3. That the Town Manager be and is hereby authorized to take such other and further measures and actions as are necessary or appropriate to carrying out the terms, provisions and intent of said Amended Operating Agreement and this Resolution.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Florence, Arizona, this 20th day of April 2015.

Tom J. Rankin, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk/Deputy Manager

Dickinson Wright PLLC, Town Attorneys

202



OFFICIAL RECORDS OF
PINAL COUNTY RECORDER

DATE/TIME: 02/25/2013 1514
FEE: \$14.50
PAGES: 20
FEE NUMBER: 2013-015706



When recorded mail to:

Florence Town Clerk
Town of Florence
P.O. Box 2670
775 N. Main Street
Florence, Arizona 85132

TOWN OF FLORENCE

Operating Agreement

TOWN OF FLORENCE, ARIZONA
An Arizona municipal corporation

and

SOUTHWEST ENVIRONMENT UTILITIES, LLC
an Arizona limited liability company

February 25, 2013

WHEN RECORDED RETURN TO:

**Town Clerk
Town of Florence
PO Box 2670
Florence, AZ 85232**

OPERATING AGREEMENT

DATE: February 17, 2013

PARTIES: (1) SOUTHWEST ENVIRONMENTAL UTILITIES, L.L.C.
an Arizona limited liability company
5230 East Shea Boulevard
Suite 200
Scottsdale, AZ 85254

TOWN OF FLORENCE, ARIZONA
an Arizona municipal corporation
PO Box 2670
Florence, AZ 85132

DEFINITIONS:

The following terms used in this Operating Agreement shall have the following meanings:

- A. Town: Town of Florence, Arizona, an Arizona municipal corporation.
- B. Utility: Southwest Environmental Utilities, L.L.C., an Arizona limited liability company, its successors and assigns.
- C. Utility's Facilities: Water, effluent, and wastewater lines and related appurtenances.

RECITALS:

1. Utility will commence providing public utility water, effluent water, and wastewater services to those areas within (i) Utility's Certificate of Convenience and Necessity (CC&N), more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein; and (ii) Central Arizona Governments 208 Plan, more particularly described on Exhibit "B" attached hereto and by this reference incorporated herein (collectively, the "Service Area"). The Service Area includes those areas within

the Johnson Ranch Estates Planned Unit Development which are located in the immediate vicinity of State Route 79 and Florence Kelvin Highway, Florence, Arizona. This Agreement governs those areas of the Town located within the Service Area.

2. Pursuant to the Agreement, Town has agreed that, Utility shall be permitted the use of public streets and ways for water and wastewater utility service.

3. Accordingly, the parties hereto desire to enter into this Operating Agreement.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Operating Agreement. Town hereby grants Utility, its successors and assigns, the right and privilege to construct, maintain, and operate upon, over, along, across, and under the present and future public rights-of-way (including but not limited to streets, alleys, ways, highways and bridges) located within the present and any future corporate limits of Town, a domestic wastewater collection system as well as a potable water and effluent water delivery system, together with all necessary or desirable appurtenances (including but not limited to wells, well sites, storage, water pumping facilities, wastewater pumping facilities, manholes, transmission mains, distribution mains, collection mains, service lines, fire hydrants, meters and equipment for its own use), for the purpose of supplying potable water, effluent water, and wastewater collection services to Town, its successors, the inhabitants thereof, and all individuals and entities either within or beyond the limits thereof, for all purposes.

- A. Notwithstanding the foregoing operating grant, Utility agrees that prior to the construction of any well or well site within the area subject to this Agreement, it will notify the Town of its intent to construct such well or well site and will not commence construction of such well or well site unless and until it has received the approval of Town, which approval shall not be unreasonably withheld. Town shall have 120 days from notification by Utility of its intent to commence construction of any well or well site to issue the Town's approval or disapproval of the proposed well or well site. Utility agrees to protect, indemnify and hold harmless the Town from and against any and all claims, demands, damages, losses, liabilities, fines, charges, penalties, administrative and judicial proceedings, orders and judgments arising out of, resulting from or alleged to have resulted from a violation of the Gila River Indian Community Water Rights Settlement Agreement, the Gila River General Adjudications, or any Federal, State or local law enacted pursuant thereto, as a result of the construction or operation by Utility or its agents, employees or contractors, of any well or well site in violation of this paragraph or after a written notice disapproving such construction or operation has been issued by the Town.

Section 2. Compliance with Town Practice; Map Submitted for Approval; Town Construction Near Utility's Facilities. All construction hereunder shall be performed in accordance with established practices of Town with respect to such public rights-of-way. Before Utility makes any installations in the public rights-of-way, Utility shall submit for approval a map showing the location of such proposed installations to Town. If Town undertakes either directly or through a contractor any construction project adjacent to or near Utility's facilities operated pursuant hereto, Town shall include in all such construction specifications, bids, and contracts a requirement that, as part of the cost of the project, the contractor or his designee obtain from Utility the temporary removal, relocation, barricading or depressurization of Utility's facilities or equipment, the location of which may create an unsafe condition in view of the equipment to be utilized or the methods of construction to be followed by the contractor. Town shall indemnify and hold Utility harmless from any and all claims, costs, losses, or expenses incurred by Utility as a result of the failure of Town, or its contractors to comply with said requirements.

Section 3. Construction and Relocation of Utility's Facilities; Payment. All facilities installed or constructed pursuant hereto shall be so located or relocated and so erected as to minimize the interference with traffic, or other authorized uses over, under or through the public rights-of-way. Those phases of construction of Utility's facilities relating to traffic control, backfilling, compaction and paving, as well as the location or relocation of facilities herein provided for shall be subject to regulation by the Town. Utility shall keep accurate records of the location of all facilities in the public right-of-way and furnish them to Town upon request. Upon completion of new or relocation construction of underground facilities in the public right-of-way, Utility shall provide the Town with as-built drawings showing the actual location of the underground facilities in those cases where the actual location differs significantly from the proposed location approved in the permit plans.

- A. If Town requires Utility to relocate Utility's facilities, which were located in private easements or rights-of-way obtained by Utility prior to Town's acquisition of the public right-of-way from which the facilities must be relocated, the entire cost of relocating Utility's facilities (including the cost of purchasing a new private easement or right-of-way, if necessary) shall be borne by Town. Town shall also bear the entire cost of all subsequent relocations of the relocated facilities required by Town, until such time as Town condemns or otherwise purchases Utility's private easement or right-of-way. Notwithstanding the last two foregoing sentences, the Town shall only be required to purchase a replacement private easement if the Utility's facilities being relocated cannot reasonably be located within the rights-of-way of the Town or other governmental entity or a free private easement cannot be acquired by the Utility.
- B. Except as covered in Paragraph A above, Utility shall bear the entire cost of relocating its facilities, located on public rights-of-way, the relocation of which is necessary for Town's carrying out of a function in the interest of the public health, safety or welfare. Utility's right to retain its facilities in their original location is subject to the paramount right to Town to use its public rights-of-way for all governmental purposes. Notwithstanding the foregoing, if Utility is

requested to perform work of a temporary nature on a governmental project to relieve construction problems which could be relieved by other means, the cost of said temporary work will be borne by Town or the contractor working on the governmental project. Governmental purposes include, but are not limited to, the following functions of Town: (1) Any and all improvements to Town streets, alleys and avenues; (2) establishing and maintaining sanitary sewers, storm drains, and related facilities; (3) establishing and maintaining municipal parks, parking, parkways, pedestrian malls, or grass, shrubs, trees and other vegetation for the purposes of landscaping any street or public property; (4) providing fire protection; (5) collection and disposal of garbage.

- C. Town will bear the entire cost of relocating any facilities, the relocation of which is necessitated by the construction of improvements by or on behalf of Town in furtherance of a proprietary function.
- D. Where Town's facilities or other facilities occupying a right-of-way under authority of a Town permit or license are already located in the right-of-way and a conflict between Utility potential facilities and the existing facilities can only be resolved expeditiously as determined by the Town's Public Works Director by relocating the existing Town or permittee facilities, Utility shall bear the entire cost of relocating the existing facilities, irrespective of the function they served.
- E. If Town participates in the cost of relocating Utility's facilities for any reason, the cost of relocation to Town shall not include any upgrade or improvement of Utility's facilities, as they existed prior to relocation. If required by Federal or State grant guidelines, the cost of relocation of Utility's facilities may be put out for bid by Utility in accordance with Utility's requirements. For the purpose of verifying amounts charged to Town for relocating Utility's facilities, relevant books and records of Utility shall be subject to inspection by duly authorized officers or representatives of the Town at reasonable times.
- F. Town will not exercise its right to require Utility's facilities to be relocated in an unreasonable or arbitrary manner, or to avoid its obligations under Section 2. Utility and Town may agree to cooperate on the location and relocation of other facilities at Utility's expense in the public rights-of-way.

Section 4. Restoration of Rights-of-Way. Whenever Utility shall cause any opening or alteration whatever to be made for any purpose in any public right-of-way the work shall be completed with due diligence within a reasonably prompt time, and Utility shall, upon completion of such work, restore the property disturbed to as good condition as it was prior to such openings or alteration. Utility shall bear the full cost of any barricades, signing, rerouting of traffic, or other action or expense which Town shall consider necessary or desirable in the interest of public safety during any such opening or alteration within the public right-of-way. Should Utility fail to restore the property to such condition, Town may make such repairs and Utility shall be responsible for the actual cost of such work. The Town shall give the Utility first right to correct substandard restoration or replacement. If Utility does not proceed with its

necessary correction within 30 days, the Town shall have the right to perform the necessary restoration, repair, or replacement, either through its own forces or through a hired contractor, and the Utility agrees to reimburse the Town for *reasonable* expenses in so doing within thirty (30) days after its receipt of the Town's invoice.

Section 5. Operating Agreement Fee. Utility shall pay Town in consideration of the grant of this agreement a sum equal to five percent (5%) of the retail revenues of Utility (excluding governmental impositions such as sales taxes, CAGR charges) from the sale by it of water, effluent water, and wastewater services within the present and any future corporate limits of Town, as shown by Utility's billing records (the "Fee") This Operating Agreement Fee shall be due and payable quarterly. For the purpose of verifying the amounts payable hereunder, the books and records of Utility shall be subject to inspection by duly authorized officers or representatives of Town at reasonable times. Notwithstanding the above, Town and Utility agree that on or after January 1, 2023, Town may request that the Operating Agreement Fee be increased and Utility will agree to such increase, provided however that Utility shall pay no higher percentage of its retail revenues as and for such fee than the highest fee paid by any other utility provider within the Town as of the time of such request.

Payment as described in the preceding paragraphs shall be payable in quarterly amounts within 30 days after the end of each calendar quarter.

Notwithstanding any provision of this Section 5 to the contrary, if at any time during the term of this agreement (1) the Town Council takes action to acquire Utility's facilities or (2) an initiative petition is approved by the voters which would result in the Town's acquisition of Utility's facilities, Utility's obligation to pay the fee provided for in this Section 5 shall immediately terminate, and Utility shall have no further obligation to pay such fees from that date forward; however, this agreement shall in all other respects remain in full force and effect. If Town thereafter officially abandons its efforts to condemn Utility's water and wastewater system, Utility shall resume the payment of fees pursuant to this Section 5 and shall retroactively pay those fees that would have otherwise been payable during the period payments were terminated.

Section 6. Additional Fees. Notwithstanding any provision contained herein to the contrary, Utility shall, in addition to the payment provided in Section 5, pay any occupation tax established by Town, provided the tax is a flat fee per year and that the annual amount of such fee does not exceed the amount of similar fees paid by any other business operated within Town.

Section 7. Term And Effectiveness. This Agreement shall become effective upon acceptance by Utility and Town, and the term of the agreement shall be for a period of twenty-five (25) years commencing from January 1, 2013.

Section 8. Nature of Agreement. This Agreement is exclusive only as to those geographic areas within Utility's CC&N, and shall not be construed to prevent the Town from granting other like or similar grants or privileges to any other person, firm or corporation which may possess a Certificate of Convenience and Necessity within the boundaries of the Town.

Utility may not assign this Agreement to any other person, firm or corporation without the prior written consent of Town, which consent shall not be unreasonably withheld.

Section 9. Conflicting Ordinances. To the extent the terms of this Agreement conflict with any ordinance, or any portion of any ordinance, of Town, the terms of this Agreement shall control.

Section 10. Independent Provision. If any section, paragraph, clause, phrase or provision shall be adjudged invalid or unconstitutional, the same shall not affect the validity hereof as a whole or any part of the provisions hereof other than the part so adjudged invalid or unconstitutional.

Section 11. Condemnation; Right Reserved by Town. Town reserves the right and power to purchase and condemn the plant and distribution facilities of Utility within the corporate limits of the Town or any additions thereto, as provided by law. Should Utility offer for sale any or all of its operations and facilities which are subject to this agreement, the Town shall have a right of first refusal with regard to the sale and purchase of such operations and facilities, with the purchase price to be determined by a fair market valuation study conducted by the Town. In the event Utility and Town cannot agree on the fair market valuation, such valuation shall be determined in the manner described by Arizona Revised Statutes ("A.R.S.") 9-515.

Section 12. Indemnification and Hold Harmless.

- A. Utility shall defend Town against all claims for injury to any person or property caused by the negligent, reckless or intentional conduct of Utility in the construction or operation of its property and in the event of a determination of liability shall indemnify Town. More particularly Utility, its successors and assigns, does hereby agree to indemnify and hold harmless Town from and against any and all liability, claims, demands, damages, losses, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, including judgments, remedial actions of any kind and all costs of cleanup actions of any kind, together with expenses related thereto (including but not limited to attorney fees, court costs, cost of appellate proceedings and all claim handling and administrative expenses) relating to, arising out of or resulting from or alleged to have resulted from Utility's acts, errors, mistakes, omissions, work or services of Utility's agents, employees, contractors, subcontractors or anyone for whose acts they or Utility may be liable in the performance of this Operating Agreement, and whether or not such claims, demands, damages, losses, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, including judgments, remedial actions of any kind and all costs of cleanup actions of any kind, together with expenses related thereto are caused in part by the passive negligence of the Town, its Council members, agents, officers, officials and employees.

- B. This paragraph 12 shall survive the termination or expiration of this Operating Agreement for a period of two (2) years.

Section 13. Insurance Requirements. The Utility, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. rating of "A", or approved and licensed to do business in the State of Arizona with policies and forms satisfactory to the Town. All insurance required herein shall be maintained in full force and effect during the term of this Agreement; failure to do so may, at the sole discretion of the Town, constitute an event of default by the Utility under this Agreement. The Utility's insurance shall be primary insurance, and any insurance or self-insurance maintained by the Town shall not contribute to it. Any failure to comply with the claim reporting provisions of the policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the Town. The insurance policies required by this Agreement shall name the Town, its agents, officers, officials, and employees as Additional Insured.

- A. General Liability. The Utility shall, at its expense, maintain a policy of comprehensive public liability insurance with a limit of not less than \$1,000,000 for each occurrence and with a \$1,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement, which coverage will be at least as broad as Insurance Service Office, Inc., Policy Form CG 000211093(October 2001 version). The coverage shall not exclude X, C, and U. Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as Insurance Service Office, Inc., Additional Insured, Form B, CG20101185 (October 2001 version).
- B. Automobile Liability. The Utility shall, at its expense, maintain a Commercial/Business Automobile Liability Insurance policy with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 each occurrence with respect to any of the Utility's owned, hired and non-owned vehicles assigned to or used in performance of this Agreement. Coverage will be at least as broad as coverage code I, "any auto", Insurance Service Office, Inc., Policy Form CA 00011293, or any replacements thereof. Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000.00 per accident limits for bodily injury and property shall apply.

Section 14. Miscellaneous. Town and Utility hereby expressly agree that the following provision shall survive the termination or expiration of this Agreement.

Upon the termination or expiration of this Agreement, if Utility shall not have acquired and accepted an extension or renewal hereof, it may remove its facilities and system

within Town or at its option, may continue operating its facilities and system within additional extension upon, over, along, across and under the public right-of-way within Town, but it shall continue to pay the "Fee" as required in Section 5 until a new agreement can be effected with the Town or until Utility provides notice to Town that a new agreement will not be pursued or until Utility's facilities are acquired by Town through the exercise of its powers of eminent domain.

Section 15. Town and Utility agree that Town shall provide all solid waste services to all portions of the Johnson Ranch Estates Planned Unit Development and to any future areas annexed into the Town.

Section 16. Notices. Any notice required or permitted to be given hereunder shall be in writing, unless otherwise expressly permitted or required, and shall be deemed effective either (i) upon hand delivery to the person then holding the office shown on the attention line of the address below, or, if such office is vacant or no longer exists, to a person holding a comparable office, or (ii) on the third business day following its deposit with the United States Postal Service, first class and certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

To the Town of Florence:

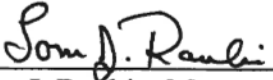
Town of Florence
P.O. Box 2670
775 North Main Street
Florence, AZ 85132
Attn: Town Manager

To the Utility:

Southwest Environmental Utilities, L.L.C.
5230 East Shea Boulevard
Suite 200
Scottsdale, AZ 85254
Attn: George H. Johnson
Manager

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

Town of Florence, an Arizona municipal corporation



Tom J. Rankin, Mayor

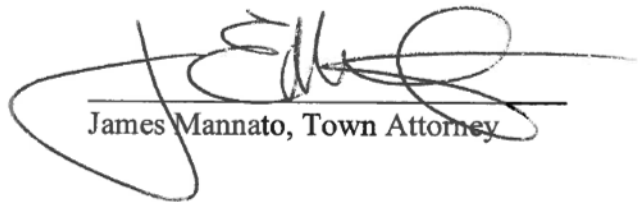
February 25, 2013
Date

ATTEST:



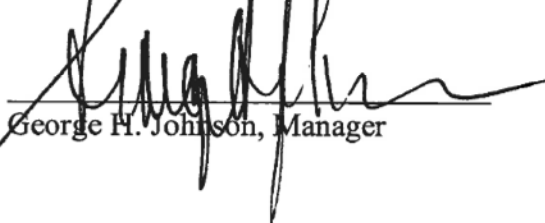
Lisa Garcia, Town Clerk

APPROVED AS TO FORM:



James Mannato, Town Attorney

Southwest Environmental Utilities, L.L.C., an Arizona limited liability company



George H. Johnson, Manager

February 25, 2013
Date

STATE OF ARIZONA)
) ss.
County of Pinal)

On this 25 day of February, 2013, before me, the undersigned officer, personally appeared Tom Rankin who acknowledged himself to be the mayor of the TOWN OF FLORENCE, an Arizona municipal corporation, and that he, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Stephanie Lamas
Notary Public

My Commission Expires:

7-4-10



STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 18 day of Feb, 2013, before me, the undersigned officer, personally appeared George H. Johnson who acknowledged himself to be the Manager of Southwest Environmental Utilities, L.L.C., an Arizona limited liability company, and that he, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Michelle E. Belaski
Notary Public

My Commission Expires:

2 Sept 2014



EXHIBIT "A"

LEGAL DESCRIPTIONS
FOR
SOUTHWEST ENVIRONMENTAL UTILITIES, LLC
CC&N

BEING PORTIONS OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 9 EAST AND
SECTIONS 7, 8, 17, 18, AND 19, TOWNSHIP 5 SOUTH, RANGE 10 EAST OF
THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA
AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 18,

THENCE N. 00°49'34" E., ALONG THE WEST LINE OF SAID SECTION 18, A DISTANCE OF 2629.50 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 18;

THENCE CONTINUING ALONG SAID WEST LINE, N. 00°50'11" W., A DISTANCE OF 2206.12 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE FOR US HWY 79;

THENCE N. 31°53'55" W., ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 454.39 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 12;

THENCE S. 88°31'42" W., ALONG SAID SOUTH LINE, A DISTANCE OF 2316.55 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 12;

THENCE CONTINUING ALONG SAID SOUTH LINE, S. 88°31'42" W., A DISTANCE OF 2549.58 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 12;

THENCE N. 01°43'02" W., ALONG THE WEST LINE OF SAID SECTION 12, A DISTANCE OF 2649.79 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 12;

THENCE N. 88°31'54" E, ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 12, A DISTANCE OF 1568.27 FEET TO THE NORTHWEST CORNER OF LOT 1 AS SHOWN ON A "RECORD OF SURVEY MINOR LAND DIVISION OF PARCEL 202-21-015D" RECORDED IN SURVEYS BOOK 3, PAGE 134, PINAL COUNTY RECORDS, PINAL COUNTY ARIZONA;

THENCE S. 02°15'14" E., ALONG THE WEST LINE OF SAID MINOR LAND DIVISION, A DISTANCE OF 916.07 FEET TO THE NORTHWEST CORNER OF LOT 5 OF SAID MINOR LAND DIVISION;

THENCE N. 88°31'11" E., ALONG THE NORTH LINE OF SAID LOT 5, A DISTANCE OF 982.55 FEET TO THE NORTHEAST CORNER OF SAID LOT 5;

THENCE N. 01°23'34" W., ALONG THE EAST LINE OF SAID MINOR LAND DIVISION, A DISTANCE OF 809.79 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE FOR EAST SALAZAR ROAD;

THENCE S. 73°02'13" E., ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1073.58 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE FOR US HWY. 79;

THENCE N. 31°53'55" W., ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 335.90 FEET;

THENCE DEPARTING SAID SOUTHWESTERLY RIGHT OF WAY LINE, N. 57°55'46" E., A DISTANCE OF 306.01 FEET TO A POINT ON THE EAST-WEST MID-SECTION LINE OF SAID SECTION 12;

THENCE N. 88°31'54" E., ALONG SAID EAST-WEST MID-SECTION LINE, A DISTANCE OF 1461.87 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 12;

THENCE N. 00°54'24" W., ALONG THE EAST LINE OF SAID SECTION 12, A DISTANCE OF 2642.80 FEET TO THE NORTHWEST CORNER OF SAID SECTION 7;

THENCE N. 88°02'40" E., ALONG THE NORTH LINE OF SAID SECTION 7, A DISTANCE OF 3565.10 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7;

THENCE S. 01°49'24" E., ALONG THE EAST LINE OF SAID WEST HALF, A DISTANCE OF 2639.28 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF;

THENCE N. 89°15'28"E., ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 7, A DISTANCE OF 1320.00 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 7 AND THE WEST QUARTER CORNER OF SAID SECTION 8;

THENCE N. 01°49'24" W., ALONG THE WEST LINE OF SAID SECTION 8, A DISTANCE OF 659.82 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 8;

THENCE N. 88° 13'08" E., ALONG THE NORTH LINE OF SAID SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER, A DISTANCE OF 2654.61 FEET TO THE NORTHEAST CORNER OF SAID SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER;

THENCE S. 01°50'43" E., ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 8, A DISTANCE OF 661.44 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 8;

THENCE CONTINUING ALONG SAID NORTH-SOUTH MID-SECTION LINE, S. 01°50'43" E., A DISTANCE OF 2635.87 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 8;

THENCE S. 88°10'30" W., ALONG THE SOUTH LINE OF SAID SECTION 8, A DISTANCE OF 2656.23 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 8 AND THE SOUTHEAST CORNER OF SAID SECTION 7;

THENCE S. 88°13'55" W., ALONG THE SOUTH LINE OF SAID SECTION 7, A DISTANCE OF 2640.42 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 7 AND THE NORTH QUARTER CORNER OF SAID SECTION 18;

THENCE S. 01°47'36" E., ALONG THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 18, A DISTANCE OF 2620.59 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 18;

THENCE CONTINUING ALONG SAID NORTH-SOUTH MID-SECTION LINE, S. 01°47'36" E., A DISTANCE OF 2648.58 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 18;

THENCE S. 89°14'13" W., ALONG THE SOUTH LINE OF SAID SECTION 18, A DISTANCE OF 2492.72 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS 1,294.06 ACRES MORE OR LESS.

FOLLOWING PARCELS ALSO INCLUDED:

THE WEST HALF OF SECTION 17, AND THE SOUTH 825.00 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 10 EAST, OF THE GILA AND SALT RIVER BASELINE AND MERIDIAN, PINAL COUNTY, AZ, AND;

THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 5 SOUTH, RANGE 10 EAST, OF THE GILA AND SALT RIVER BASELINE AND MERIDIAN, PINAL COUNTY, AZ, AND;

THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 5 SOUTH, RANGE 10 EAST OF THE GILA AND SALT RIVER BASELINE AND MERIDIAN, PINAL COUNTY, ARIZONA; AND

THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 10 EAST OF THE GILA AND SALT RIVER BASELINE AND MERIDIAN, PINAL COUNTY, ARIZONA.

NOTE:

THIS LEGAL DESCRIPTION IS FOR CC&N PURPOSES ONLY AND DOES NOT REPRESENT THE RESULTS OF AN ACTUAL FIELD SURVEY.

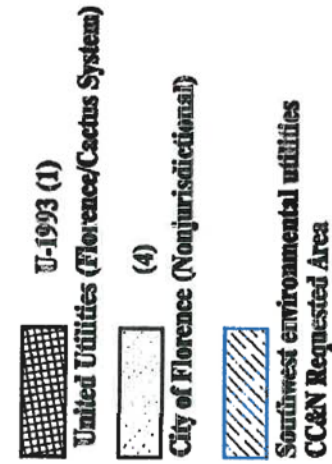
Map No. 22

Map No. 22

COUNTY: Pinal

RANGE 10 East

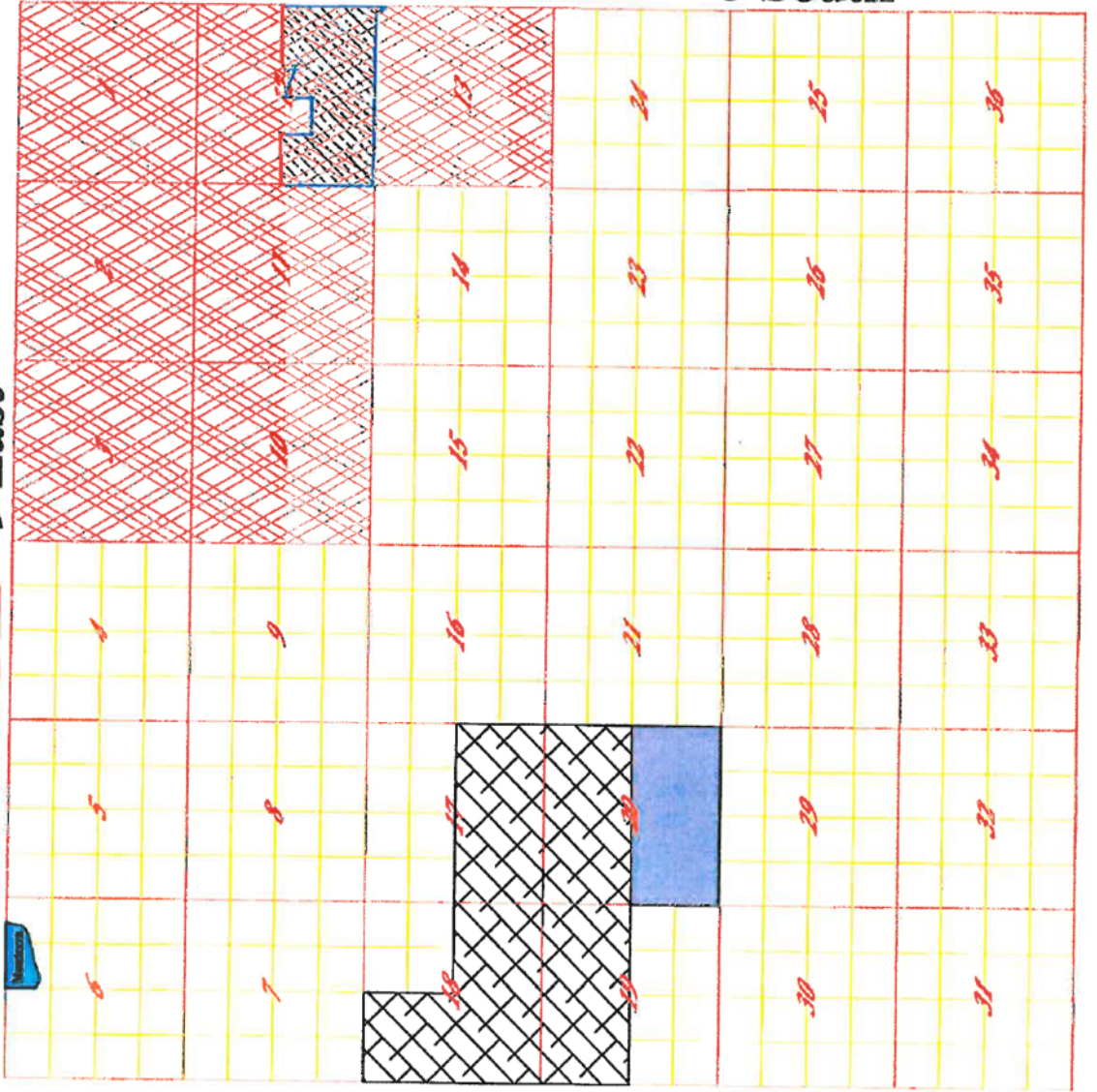
TOWNSHIP 5 South



COUNTY Pinal

RANGE 9 East

TOWNSHIP 5 South








- 
W-1445 (39)(3)
 Arizona Water Company (Coolidge)
- 
C-0095 (4)
 City of Florence (Nonjurisdictional)
- 
(3)
 Arizona Water Company
 Docket No. W-1445-05-389
 Application for Extension
- 
(4)
 Johnson Utilities Company
 Docket No. WS-02987A-06-0667
 Application for Extension for Water & Sewer
- 
 Southwest environmental utilities
 CC&N Requested Area

EXHIBIT “B”



Engineering • Planning
Surveying • Urban Design
Landscape Architecture

**Legal Description to Accompany CAAG 208 Requested Area Exhibit
Southwest Environmental Utilities, L.L.C.**

Township 5 South, Range 10 East, Pinal County, AZ

All of the following Sections: 3, 4, 5, 7, 8, 9, 10, 15, 16, 17, 18, 19, 20, 21, 22, 27, 28, 29 and 30.

That portion of Section 6 lying easterly of the Florence Casa Grande Canal (name of canal is per Pinal County Assessor).

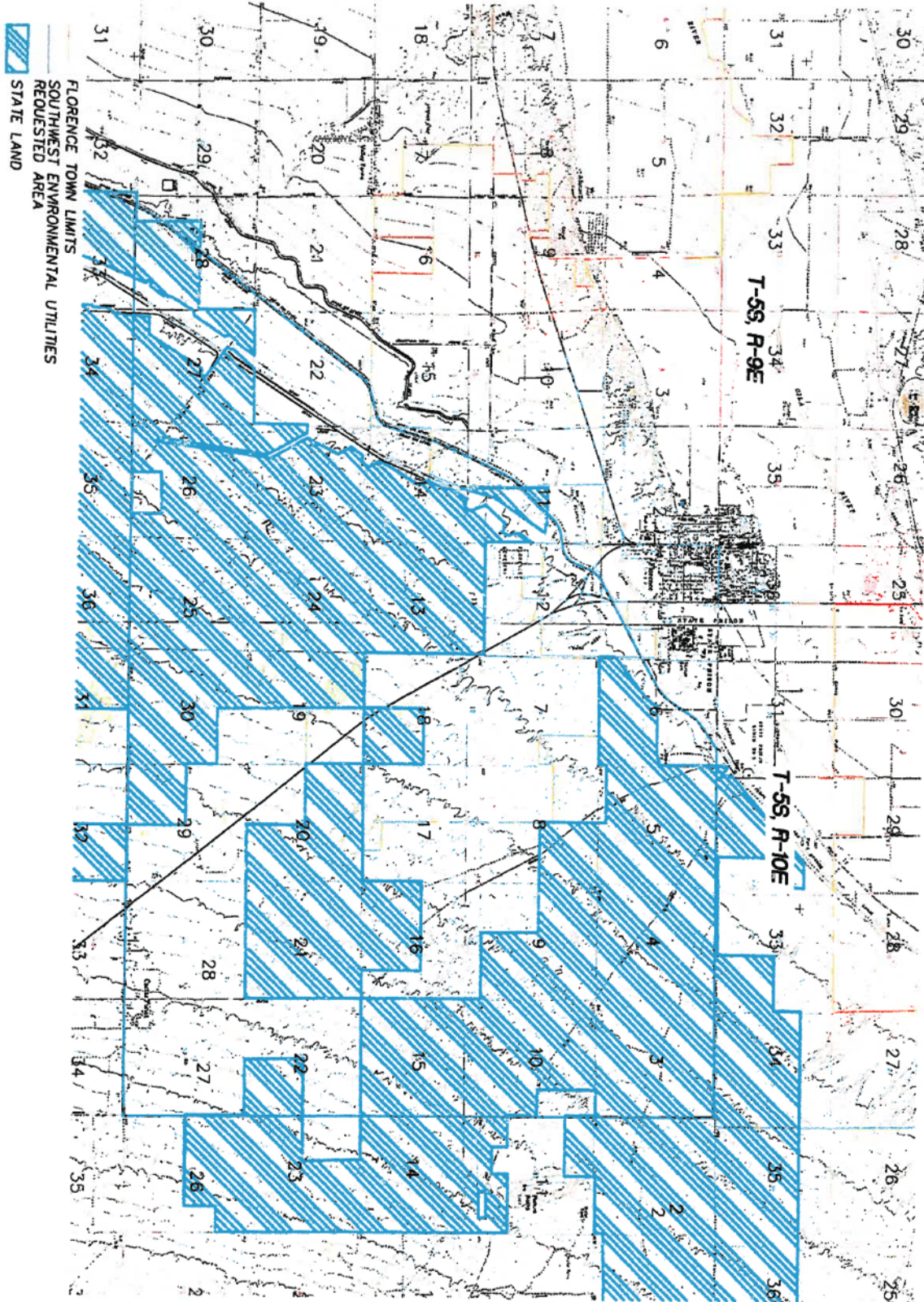
Township 5 South, Range 9 East, Pinal County, AZ

All of the following Sections: 13, 23, 24, 25, 26 and 27.

Those portions of the following Sections lying easterly of the Florence Casa Grande Canal (name of canal is per Pinal County Assessor): 1, 11, 12, 14, 15, 21, 22, and 28.



EXPIRES 3/31/2014
(INDICATES RENEWAL DATE)



SOUTHWEST ENVIRONMENTAL UTILITIES

CAAG 208
REQUESTED AREA

DRAWN FRB

DATE 1/2013

SCALE N.A.



SPECIFIC ENGINEERING, LLC.

600 E. WEAH BULLFORD SUITE 200
SOUTHDALE, ARIZONA 85244
Phone (602) 998-4333
Fax (602) 998-4327



WHEN RECORDED RETURN TO:

Town Clerk
Town of Florence
P.O. Box 2670
Florence, AZ 85232

AMENDMENT TO OPERATING AGREEMENT

DATE: As of April 1, 2015 (“Effective Date”)

PARTIES: SOUTHWEST ENVIRONMENTAL UTILITIES, L.L.C.
an Arizona limited liability company
5230 East Shea Boulevard
Suite 200
Scottsdale, AZ 85254

TOWN OF FLORENCE, ARIZONA
an Arizona municipal corporation
PO Box 2670
Florence, AZ 85232

DEFINITIONS:

Terms used in this Amended Operating Agreement (this “Agreement”) shall have the meanings as defined in the Operating Agreement approved in Town of Florence, entered into by the Parties on February 25, 2013, and recorded at 2013-015706, records of Pinal County Arizona (hereafter “Operating Agreement”).

RECITALS:

1. Pursuant to this Agreement, only the terms of the Operating Agreement specifically amended are altered or amended.
2. As more fully stated hereinbelow, and in consideration of the amendment of Section 11 of the Operating Agreement, contemplated hereby, the Town and Utility mutually agree that the Town no longer holds nor has any right of first refusal with regard to the sale and purchase of any or all of Utility’s operations or facilities which were the subject of the Operating Agreement, and hereby mutually release and discharge each other (and respective affiliates) for any and all claims, of any nature or variety, that arise out of or are related to any such right or claimed right, including, but not limited to, those claims related to or referenced or purportedly asserted in Utility’s A.R.S. §12-821.01 Notice of Claim letter from Thomas K. Irvine, Esq., Utility’s counsel, dated February 13,

2015 (the "Claims Notice"), addressed to the Town Clerk.

3. Accordingly, the parties hereto desire to enter into this Agreement.

AGREEMENTS:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Section 11 of the Operating Agreement is null and void and is hereby replaced as follows:

Section. 11. Condemnation Right Reserved by Town. Town reserves the right and power to purchase and condemn the plant and distribution facilities of Utility within the corporate limits of the Town or any additions thereto, as provided by law.

Section 2. Section 17 shall be added to the Operating Agreement as follows:

Section 17. Waiver and Release of Claims. With the exception of the obligations of the parties under this Amendment to Operating Agreement, Utility, on its own behalf and on behalf of all persons or entities owning, in whole or in part, controlled by, controlling or under common control with Utility or any affiliate (collectively, the "Utility Releasing Parties"), on the one hand, and Town, on the other hand, hereby irrevocably and unconditionally forever release, remise and discharge each other and their respective present and former successors, predecessors, assigns, affiliates, partners, members, shareholders, Council members, officers, directors, agents, privies, employees, managers, attorneys, accountants, title insurers and insurers from of and against any claim, cause or right of action, liability, or obligation of any kind, type, or nature, whether presently known or unknown, accrued or not accrued (and respective affiliates) for any and all claims, of any nature or variety, that arise out of or are related to any such right or claimed right related to or referenced or purportedly asserted in Utility's A.R.S. §12-821.01 Notice of Claim letter from Thomas K. Irvine, Esq., Utility's counsel, dated February 13, 2015 (the "Claims Notice"), addressed to the Town Clerk, which either of them may have against the other or any of them, which arise out of or which in any manner relate to the Claims Notice and all claims and counterclaims asserted or which could have been asserted arising out of the allegations in the Claims Notice.

Utility represents that Utility has authority to, and does hereby, bind any and all Utility Releasing Parties to the releases set forth immediately hereinabove. Town and Utility, on its own behalf and on behalf of all of the other Utility Releasing Parties, represent and warrant to one another that no party has assigned any of the claims released hereby to any other party or parties. Town and Utility will, respectively, indemnify and hold harmless the other from the falsity of any of the foregoing.

The parties acknowledge that this Agreement constitutes a compromise and settlement of disputed claims and does not constitute an admission of any fact or an acknowledgment of liability with respect to any claim, asserted or unasserted. In executing this Agreement, the parties expressly assume the risk that the facts or law may be otherwise than they presently believe. The parties further expressly waive and assume the risk of any and all claims which exist as of this date but of which they do not know or which they do not suspect exist, whether through ignorance, oversight, error, negligence or otherwise and which, if known, would materially affect their decision to enter into this Agreement.

[Signature Page to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date first above written.

Town of Florence, an Arizona municipal corporation

Tom J. Rankin, Mayor

Date

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Charles Montoya, Town Manager

Southwest Environmental Utilities, L.L.C., an Arizona limited liability company

George H. Johnson, Manager

Date

STATE OF ARIZONA)
) ss.
County of Pinal)

On this ____ day of _____, 2015, before me, the undersigned officer, personally appeared _____, who acknowledged him/herself to be the mayor of the TOWN OF FLORENCE, an Arizona municipal corporation, and that he/she, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:


STATE OF ARIZONA)
) ss.
County of Maricopa)

On this ____ day of _____, 2015, before me, the undersigned officer, personally appeared George Johnson, who acknowledged himself to be the Manager of Southwest Environmental Utilities, L.L.C., an Arizona limited liability company, and that he, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 9o.
MEETING DATE: April 20, 2015 DEPARTMENT: Public Works STAFF PRESENTER: Wayne J. Costa, P.E. Public Works Director SUBJECT: Resolution No. 1517-15: Acceptance of public road right-of-way from the Florence Unified School District.		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1517-15: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ACCEPTING NON-EXCLUSIVE PUBLIC ROAD RIGHT-OF-WAY FROM THE FLORENCE UNIFIED SCHOOL DISTRICT FOR THE WIDENING OF ADAMSVILLE ROAD AND RATIFYING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

BACKGROUND/DISCUSSION:

The Florence Unified School District (FUSD) plans to construct Practice Field Improvements for its Florence High School (FHS) as shown in Exhibit “A” including future development of the existing retention area for additional facilities. This utilization of the Practice Field Improvements creates drainage issues for current and future development of the area.

At the request of FUSD personnel, Town staff recognized an opportunity to resolve right-of-way (ROW) issues with Adamsville Road, west of Central Avenue, as shown on Exhibit “B”. Realignment of Adamsville Road will allow an acceptable width for road ROW and negate any issue with the existing County facility currently located within the Adamsville ROW.

As a result, Town staff has analyzed possible solutions to the site that could accommodate both the proposed high school practice fields along with the expansion of Adamsville Road. The proposed ROW expansion of Adamsville Road has been preliminarily relocated to be separated from the existing county building on the north side of Adamsville Road to minimize the impact to the Florence High School parcel along the southern ROW. Approximately 30 feet of the school parcel would need to be acquired to accommodate the proposed 80 foot ROW.

Per our discussions with FUSD and in reviewing the proposed site improvements for the ball fields, it appears that the intent and design of the ball fields could be maintained by relocating the proposed improvements southerly 30 feet. This southerly “shift” appears to only impact the existing drainage basin on the southernmost portion of the proposed ball field improvements. We have analyzed the drainage basin and determined it is retaining storm flows from the high school and the associated FHS parking lot.

In summary, the proposed Florence High School – “Practice Fields Improvements” and the proposed Adamsville Road expansion can be accomplished by:

1. Relocating the “Practice Field” to the south while maintaining their current design concept of two fields.
2. Revise the existing parking lot drainage outlet to discharge northerly along the west side of Central Street.
3. Providing the required retention volume in detention basins along Central Street.

FUSD has made arrangements with the National Guard Units to provide the on-site grading operation shown on Exhibit “A” in conjunction with their training efforts during the month of April. Subsequently in support of this effort, Town staff provided guidance and coordination of this effort in our April 2, 2015 letter to FUSD, (Exhibit “C”).

FINANCIAL IMPACT:

This specific request does not have a financial impact to the Town. FUSD property owner will pay all application fees, permit fees, construction as shown on Exhibit “A”, utility connection fees for water and sewer and provide FUSD School Board formal approval and other related fees.

Town of Florence will provide the Map of Dedication (MOD), leave space within its ROW for storm drainage, provide stub outs to property lines in accordance with Town Code, and present the MOD for Council approval.

From a longer term perspective, the property containing these ROWs will be utilized for development and the ROWs would then become perpetual Town-owned public roads. This would then be a land asset for the Town and the Town would also maintain the roadways as is with all public ROW.

RECOMMENDATION:

Motion to adopt Resolution No. 1517-15, accepting non-exclusive public road ROWs from the Florence Unified School for the widening of Adamsville Road and authorizing ratification by the Town Manager of supporting documents.

ATTACHMENTS:

- Resolution No. 1517-15
- Exhibit "A" – Florence High School Grading and Drainage Plan
- Exhibit "B" – Adamsville Roadway Paving Plan Sheet
- Exhibit "C" – FUSD Letter to Chris Knutsen, dated April 2, 2015

RESOLUTION NO. 1517-15

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ACCEPTING NON-EXCLUSIVE PUBLIC ROAD RIGHT-OF-WAY FROM THE FLORENCE UNIFIED SCHOOL DISTRICT FOR THE WIDENING OF ADAMSVILLE ROAD AND RATIFYING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

BE IT RESOLVED by the Mayor and Council of the Town of Florence, Arizona, as follows:

1. Accept the Non-Exclusive Public Road Right-of-Way for the widening of Adamsville Road from the Florence Unified School District.
2. Authorize Town staff to prepare the Map of Dedication for the widening of Adamsville Road Right-of-Way for future Town Council action.
3. Authorize ratification of supporting documentation necessary to initiate the acceptance of the Non-Exclusive Public Road Right-of-Way for the widening of Adamsville Road.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Florence, Arizona, this 20th day of April 2015.

Tom J. Rankin, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

GRADING AND DRAINAGE PLAN

Basin Calculations

BASIN					
Contour	Area	Avg Area	Depth	Inc Vol	Total Vol
ft	ft ²	ft ²	ft	ft ³	ft ³
1484.00	25544				
1495.00	27440	20492	1	20492	20492
				Volume Provided=	20492 ft ³
					0.61 acre-ft

Florence High - Practice Fields

STORM WATER RUNOFF SUMMARY

BRODERICK ENGINEERING, LLC
PROJECT #: 13281

RETENTION REQUIREMENTS

VOLUME REQUIRED $V_R = C \cdot (P/12) \cdot A$

ONSITE RETENTION REQUIRED

$P = 100\text{YR-2HR} (R_0) = 2.482$

Site Area	AREA (SF)	C	Runoff Vol. (CF)
Undeveloped District	135,044	0.50	18,034
Lawns/Parks (Ball Fields)	145,826	0.31	9,350
TOTAL	300,870		27,384

Runoff Vol. (CF)

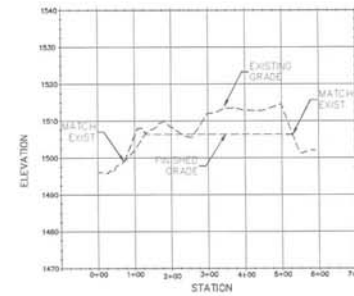
TOTAL NEW RUNOFF CREATED (VOLUME REQUIRED) 27,384

Runoff Vol. (CF)

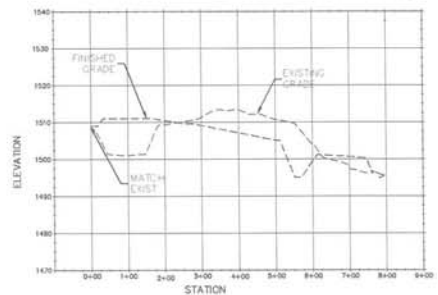
TOTAL VOLUME PROVIDED 26,492

CONSTRUCTION NOTES

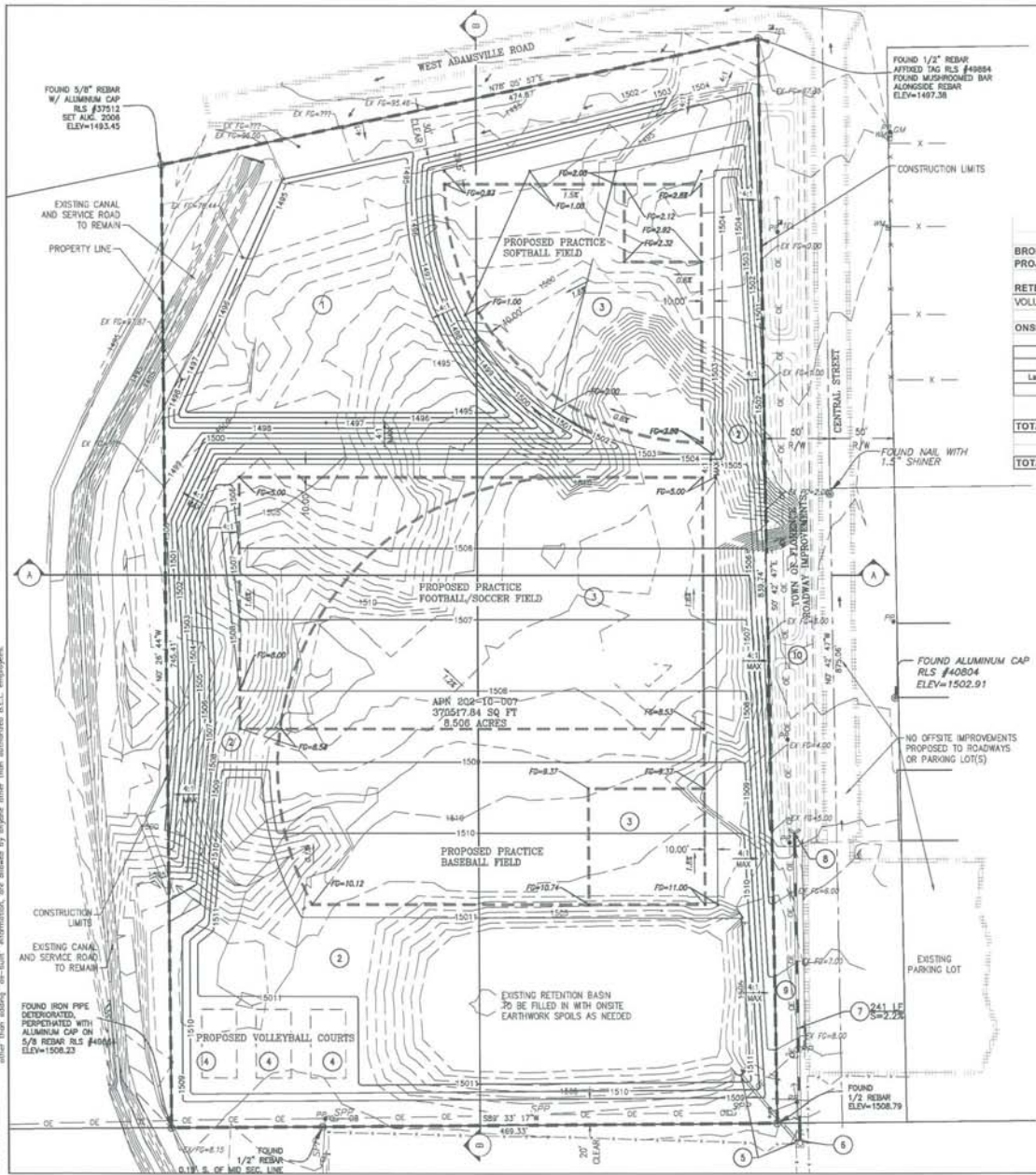
- CONSTRUCT RETENTION BASIN AS SHOWN, MAX DEPTH OF 12 INCHES, 4:1 MAX SIDE SLOPES, MINIMUM 90% COMPACTION OF SIDES
- CONSTRUCT BERM OR MOUND AS SHOWN, MIN. 5% COMPACTION
- BALL FIELD CONSTRUCTION BY OTHERS (REFERENCE ONLY)
- PROPOSED VOLLEYBALL COURTS BY OTHERS (REFERENCE ONLY)
- CUT AND FILL EXISTING STORM DRAIN LINE. ABANDON IN PLACE.
- MAKE WATERIGHT CONNECTION TO EXISTING MANHOLE
- INSTALL 24" STORM DRAIN LINE
- INSTALL HEADWALL, TYPE "U" PER MAG STD DTL 501-1
- RESTORE LANDSCAPING TO OWNER SATISFACTION
- CENTRAL STREET RETENTION SYSTEM BY OTHERS



PROFILE SCALE
HORIZ: 1"=50' VERT: 1"=15'
SECTION A-A



PROFILE SCALE
HORIZ: 1"=50' VERT: 1"=15'
SECTION B-B



BRODERICK ENGINEERING L.L.C.
1100 WEST ADAMSVILLE ROAD
SUITE 100
FLORENCE, AL 36504
PH: 850-688-9333
FAX: 850-688-9334



FLORENCE HIGH SCHOOL - PRACTICE FIELDS
DESIGNED BY: DBL
CHECKED BY: DBL
DATE: MARCH 2015
PROJECT NO: 13281
PLAN SCALE: 1"=40'
SHEET 2 OF 4
DESIGNED BY: MHR
CHECKED BY: DBL

BRODERICK ENGINEERING L.L.C.
1100 WEST ADAMSVILLE ROAD
SUITE 100
FLORENCE, AL 36504
PH: 850-688-9333
FAX: 850-688-9334

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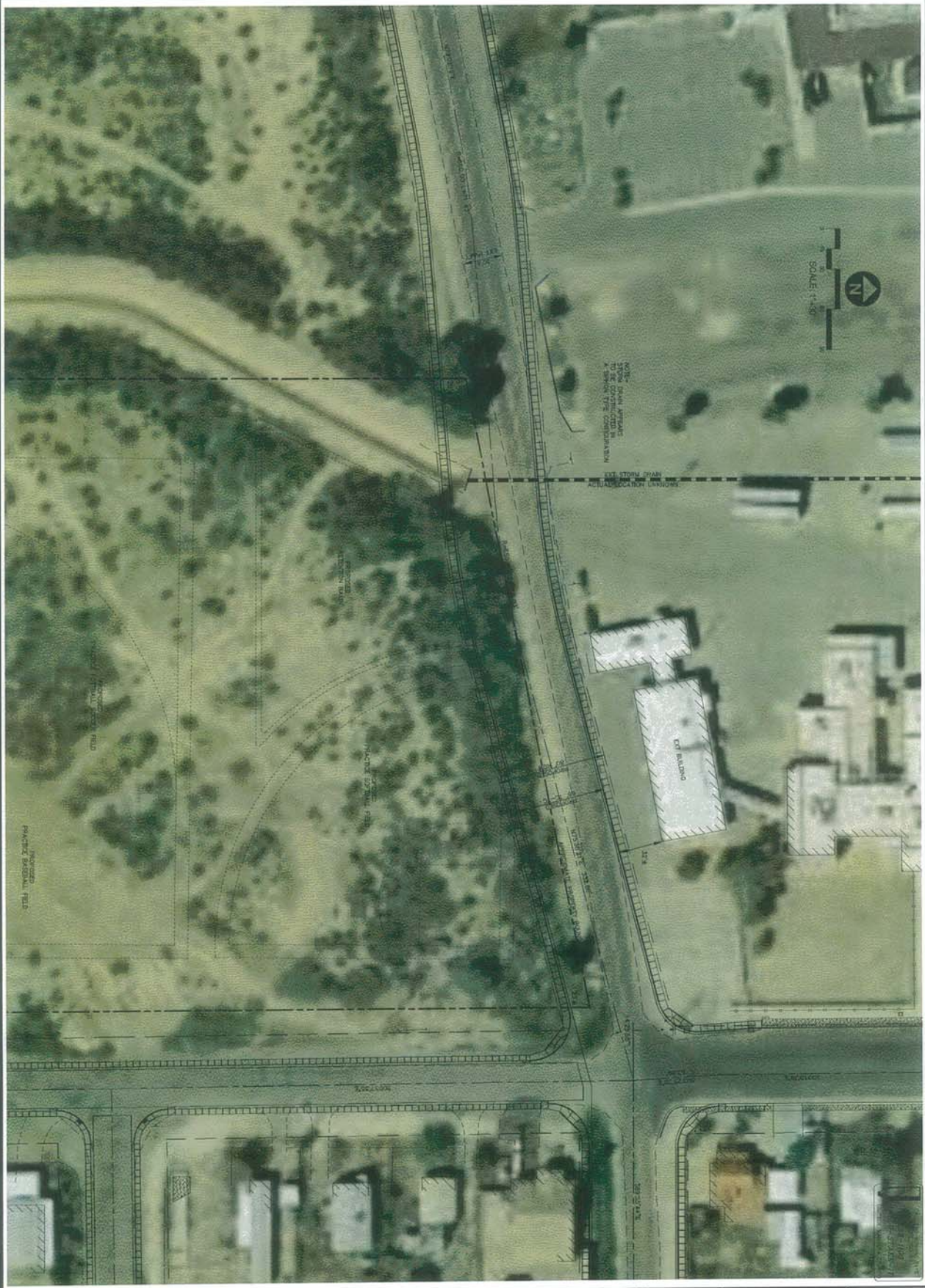


EXHIBIT B

<p>EXHB SHEET 1 OF 1 V. R.</p>	 <p>BAXTER DESIGN GROUP (480) 418-8841</p> <p>7000 N. DeSoto Rd Suite 200 Mesa, AZ 85205</p>	<p>TOWN OF FLORENCE ADAMSVILLE ROADWAY IMPROVEMENTS PAVING PLAN SHEET</p> <p>ALTERNATIVE ADAMSVILLE ROAD ALIGNMENT</p>	<table border="1"> <tr> <td>DATE:</td> <td>PRELIMINARY 01.05.14</td> </tr> <tr> <td>DESIGNED BY:</td> <td>STAFF</td> </tr> <tr> <td>DRAWN BY:</td> <td>STAFF</td> </tr> <tr> <td>REVIEWED BY:</td> <td></td> </tr> <tr> <td>PROJECT:</td> <td></td> </tr> <tr> <td>SCALE:</td> <td>TOP VIEW</td> </tr> <tr> <td>DATE:</td> <td></td> </tr> </table>	DATE:	PRELIMINARY 01.05.14	DESIGNED BY:	STAFF	DRAWN BY:	STAFF	REVIEWED BY:		PROJECT:		SCALE:	TOP VIEW	DATE:		
DATE:	PRELIMINARY 01.05.14																	
DESIGNED BY:	STAFF																	
DRAWN BY:	STAFF																	
REVIEWED BY:																		
PROJECT:																		
SCALE:	TOP VIEW																	
DATE:																		

NO GUARANTEE, EXPRESS OR IMPLIED, FOR THE ACCURACY, COMPLETENESS, OR SUFFICIENCY OF INFORMATION OR DATA FOR THE PURPOSES OF THIS PROJECT. THE USER ASSUMES ALL LIABILITY FOR ANY AND ALL DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM THE USE OF THIS PROJECT'S INFORMATION.

Town of Florence

PO Box 2670
775 North Main Street
Florence, Arizona 85132

Phone (520) 868-7500
Fax (520) 868-7501
TDD (520) 868-7502

www.florenceaz.gov

TOWN SERVICES

Building Safety
868-7556

Community Development
868-7575

Finance
868-7624

Fire
868-7609

Grants
868-7513

Human Resources
868-7545

Library
868-8311

Municipal Court
868-7514

Parks and Recreation
868-7589

Police
868-7681

Public Works
868-7620

Senior Center
868-7622

Town Attorney
868-7557

Utility Billing
868-7680

Water/Wastewater
868-7695

April 2, 2015

Mr. Chris Knutson
FUSD
1000 S. Main Street
PO Box 2850
Florence, AZ 85132

Re: FUSD "Practice Fields" at Central Avenue/Adamsville Road

Dear Mr. Knutson,

As you are aware, personnel from the Florence Unified School District (FUSD) approached the Town of Florence to assist in solving storm drainage issues at your proposed site at the southwest corner of Central Avenue and Adamsville Road. This resulted in some preliminary analysis and resulted in the possibility of acquisition of right-of-way from FUSD to support construction of Adamsville Road in the future.

It is our understanding that the School Board or others have given a cursory acceptance of the aforementioned "trade" and likewise the Town has performed initial analysis to indicate that storm drainage can be handled within the adjacent rights-of-way on an interim basis until a storm water discharge outlet is finalized.

The following issues are in progress or planned to support your grading of the "practice fields" in the subject area.

FUSD

- a. Acquire a grading permit for the subject area
- b. Present to your FUSD School Board a Map of Dedication (MOD) for approval consisting of 30' right-of-way along Adamsville Road of the subject property
- c. Construct on-site drainage to its' outlet point within the Town of Florence right-of-way

Town of Florence

- a. Town to provide the MOD to FUSD for the dedicated right-of-way along Adamsville Road
- b. Town to accommodate storm drainage within its rights-of-way from existing FUSD School Detention
- c. Town to relocate storage drainage from Student Parking Lot to its' rights-of-way
- d. Town to provide improvements adjacent to northernmost property line during future construction of future Adamsville Road reconstruction
- e. Town to provide stub outs for two (2) water lines for potable and irrigation line to subject property line. (Note: Accomplished to date in adjacent Town right-of-way)
- f. Town to provide stub out for fire protection line at location to be determined to subject property line
- g. Present to our Town Council the MOD for approval

Previously, the Town has assisted and jointly provided in the resolution of issues with storm drainage at the northern-most high school parking lot and also its' access. We wish to continue this corroboration in this area of Town to support our roadway system and your further expansion in developing FUSD property.


Finally, the grading project on the property will be able to proceed with the issuance of a grading permit for its' mass grading operations.

Sincerely,

A handwritten signature in cursive script that reads "Charles A. Montoya". The signature is written in black ink and is positioned above the printed name.

Charles A Montoya
Town Manager
Town of Florence

cc: **L. Garcia (TOF Deputy Town Manager)**
J. Knudson (TOF Assistant to the Manager)
W. Costa (TOF Public Works Director)
M. Eckhoff (TOF Community Development Manager)
R. DeVries (FUSD)

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 9p.
MEETING DATE: April 20, 2015 DEPARTMENT: Human Resources STAFF PRESENTER: Scott Barber Human Resources Director SUBJECT: Resolution No. 1518-15: Public Works/Utilities Reorganization		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1518-15: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING A REORGANIZATION OF THE PUBLIC WORKS AND UTILITIES DEPARTMENTS, CREATING A NEW TOWN ENGINEER DEPARTMENT, AND ADOPTING REVISIONS TO THE TOWN OF FLORENCE POSITION CLASSIFICATION PLAN.

BACKGROUND/DISCUSSION:

Town Manager Montoya is proposing a reorganization of the Public Works and Utilities Departments, which would result in reuniting the two departments and creating a new separate Town Engineer Department. The goal is to implement the proposed reorganization as much as possible within the current number of positions and current position classifications. The recommendation is to:

1. Create the Town Engineer classification, position description and assign appropriate pay range (Range 67), and transfer Wayne Costa into the position; eliminate Town Engineer responsibilities from the Public Works Director Position description and delete the Professional Engineer Certification requirement; emphasize project management responsibilities in the revised position description; reassign Public Works Director Position to new pay range (Range 65). Deactivate Utilities Director classification.
2. Reclassify (vacant) Engineering Technician Assistant position to Engineering Technician with new pay range assigned (Range 34); move position into the new Town Engineer Department.
3. Move current Administrative Assistant position into the new Town Engineer Department to provide staff support.

We would begin recruitments immediately for a new Public Works Director and to fill the Engineering Technician position. The Town Engineer Department would be located in the Community Development offices on 20th Street.

FINANCIAL IMPACT:

The Town Engineer pay range would be the same as the current Public Works Director pay range so there would be no impact. There would be increased costs in the difference between the current Utilities Director pay range (64) and the new Public Works Director pay range (65). The Engineering Technician Assistant reclassification would be an increase from pay range 30 to 34. That position, however, has not been filled during the past two fiscal years. It is anticipated that savings will accrue based on the ability of the Town Engineer to do more of our engineering work that is currently outsourced, reducing professional services costs. Because of the time it will take to fill the positions, we anticipate full plan implementation with the new budget year on July 1, 2015, with the Fiscal Year 2015/2016 budget reflecting the reorganization.

STAFF RECOMMENDATION:

Staff recommends adoption of Resolution No. 1518-15 for approval of the reorganization plan and associated amendments to the Town Employee Classification Plan, as presented.

ATTACHMENTS:

Resolution No. 1518-15
Proposed Public Works Department Organizational Chart
Proposed Town Engineer Department Organizational Chart

RESOLUTION NO 1518-15

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING A REORGANIZATION OF THE PUBLIC WORKS AND UTILITIES DEPARTMENTS, CREATING A NEW TOWN ENGINEER DEPARTMENT, AND ADOPTING REVISIONS TO THE TOWN OF FLORENCE POSITION CLASSIFICATION PLAN.

WHEREAS, the Town Manager has recommended the reorganization of the Public Works and Utilities Departments, and the creation of a new Town Engineer Department, and has recommended certain associated amendments to the Town of Florence Position Classification Plan in order to implement the recommended reorganization; and

WHEREAS, Section 14-33 of the Code of the Town of Florence and other applicable laws required that the Council take formal action by Resolution to declare the relevant document to be public record, and to approve and adopt such amendments;

NOW, THEREFORE BE IT RESOLVED by the Mayor and Town Council of the Town of Florence, Arizona, hereby approves the recommended reorganization and necessary amendments to Resolution 1444-14, by reference.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Florence, Arizona, this 20th day of April 2015.

Tom J. Rankin, Mayor

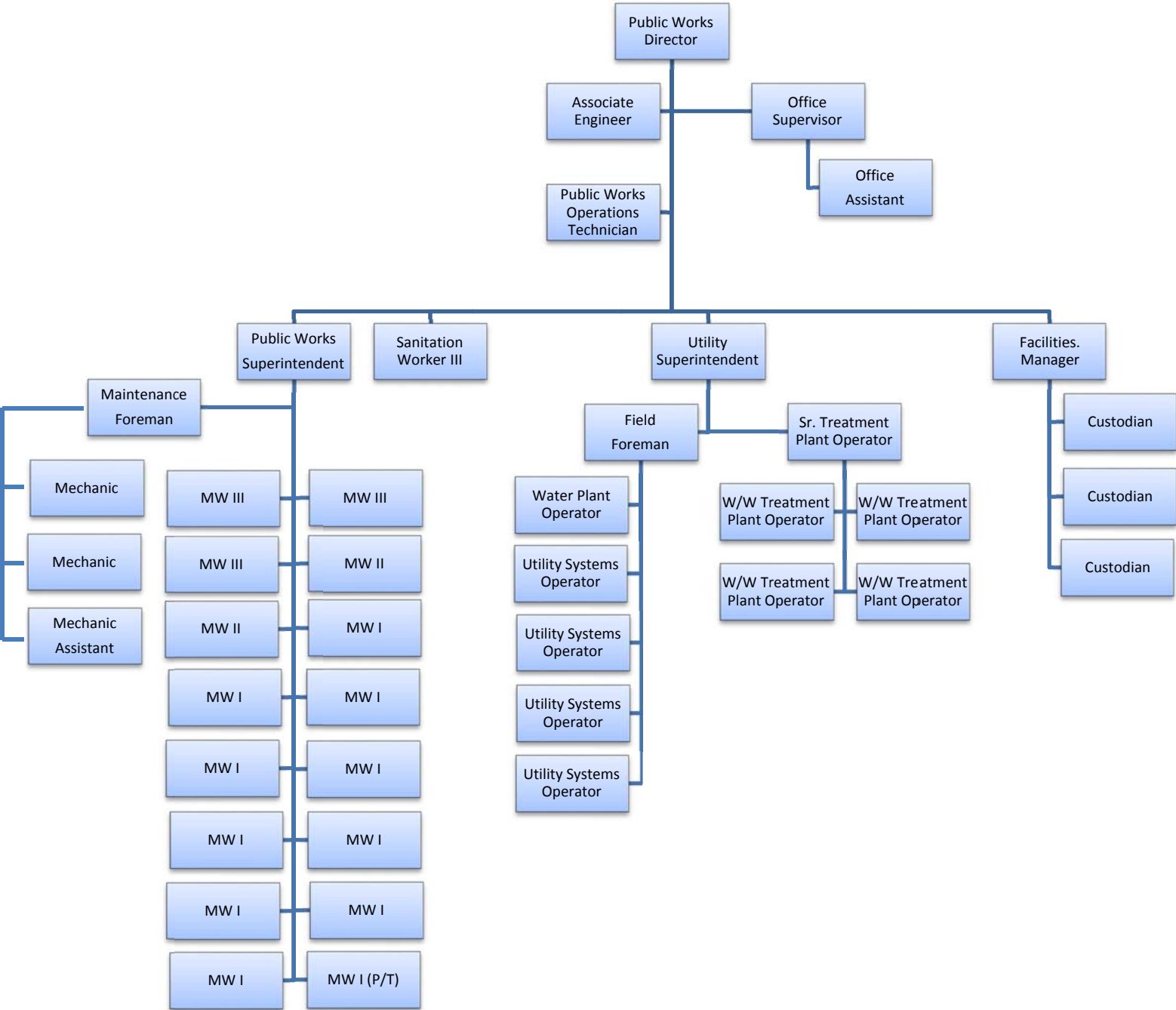
ATTEST:

APPROVED AS TO FORM:

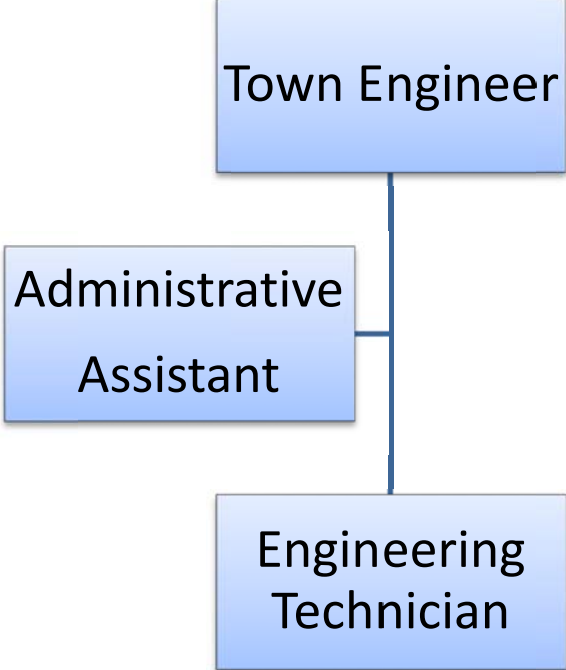
Lisa Garcia, Town Clerk


Clifford L. Mattice, Town Attorney

Public Works Department Proposed FY15/16 Organization Chart



**Town Engineer Department
Proposed FY15/16 Organization Chart**



	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 9q.
MEETING DATE: April 20, 2015 DEPARTMENT: Administration STAFF PRESENTER: Lisa Garcia, Deputy Town Manager/ Town Clerk SUBJECT: Resolution No. 1519-15 to ratify State Forester's Cooperative Fire Rate Agreement		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Adoption of Resolution No. 1519-15: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING THE MAYOR TO RATIFY THE STATE FORESTER'S COOPERATIVE FIRE RATE AGREEMENT.

BACKGROUND/DISCUSSION:

The Mayor and Town Manager are signatories for the Town of Florence for contract purposes. The Mayor and the Manager are the only members that have the authority to bind the Town by signing contracts. The signatory for contracts that are in excess of \$24,999, or contracts that are Intergovernmental Agreements fall to the Mayor. Often the Council will award a bid and, as part of the agenda item, will delegate signature authority to the Town Manager. The Town Manager signs off on all contracts under the \$24,999. Other authority such as banking authority is designated by resolution.

Signature control is maintained through the Town Clerk's Office. Documents are verified that they have received the formal approvals before being signed, signatures are then gathered, and all parties are issued out copies. The Town Attorney approves all contracts that require signatures as to form prior to signatures.

The Forester's Cooperative Fire Rate Agreement requires ratification by Council. A signature page with the Town Attorney approving to form, the Mayor signing, and the Town Clerk approving to form, will be added to each of the documents.

FINANCIAL IMPACT:

N/A

STAFF RECOMMENDATION:

Staff recommends the adoption of Resolution 1519-15.

ATTACHMENTS:

Resolution No. 1519-15
Agreements

RESOLUTION NO. 1519-15

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING THE MAYOR TO RATIFY THE STATE FORESTER'S COOPERATIVE FIRE RATE AGREEMENT AND AMENDMENTS.

WHEREAS, the Town Council wishes to enter into a Cooperative Fire Rate Agreement with the State Forester's Officer; and

WHEREAS, the Town Council wishes to ratify the agreements effective on the date of Town staff's signature; and

WHEREAS, this agreement is in the best interest of all parties involved.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Town Council of the Town of Florence, Arizona, authorize the ratification of the State Forster's Cooperative Fire Rate Agreement dated March 19, 2014 and the amended Cooperative Fire Rate Agreement dated May 26, 2014 and June 22, 2014.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Florence, Arizona, this 20th day of April 2015.

Tom J. Rankin, Mayor


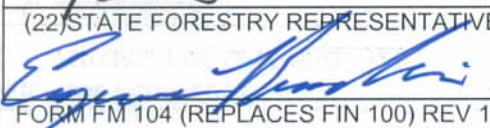
ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

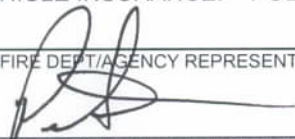

STATE FORESTER'S COOPERATIVE FIRE RATE AGREEMENT

COOPERATIVE FIRE RATE AGREEMENT NUMBER 03-0735-14		IGA REFERENCE AGREEMENT NUMBER KR96-1451-LNR				
(1) FIRE DEPT/AGENCY NAME (COOPERATOR) FLORENCE FIRE DEPARTMENT		(5) STATE DISTRICT OFFICE TUCSON – DISTRICT 3				
(2) ADDRESS P O BOX 2670 72 EAST FIRST STREET		(6) ADDRESS 3237 E 45 th ST				
(3) CITY, STATE, ZIP CODE FLORENCE, AZ 85132		(7) CITY, STATE, ZIP CODE TUCSON, AZ 85713				
(4a) BUS. PHONE (520) 868-7609 CHIEF PETER ZICK	(4b) EMERGENCY PHONE (520) 868-7681 (520) 251-1669	(8) PHONE (520) 628-5480	FAX NUMBER (520) 628-5847			
(4c) FAX NUMBER (520) 868-7644	(4d) EMAIL ADDRESS fire@florenceaz.gov	(10) STATE FORESTRY WEBSITE http://www.azsf.az.gov				
(9) FEDERAL EMPLOYER ID NUMBER 86-6000245		(11) EFFECTIVE DATES OF AGREEMENT BEGINNING 4/1/14 ENDING 3/31/16				
(12) EQUIPMENT WORK RATES LISTED BELOW ARE BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY COOPERATOR (WET).		(13) OPERATORS ARE NOT INCLUDED IN EQUIPMENT WORK RATES AND ARE PAID ACCORDING TO GENERAL PROVISION ITEM 8a4 and 8a5.				
(14) EQUIPMENT DESCRIPTION List ICS Type, Gallons, GPM, make, model, year, FD Unit #, License #, 4X4, foam capability		(15) STANDARD STAFFING	RATES			
			(16) WORK OR HRLY		(17) SPECIAL	
			RATE	UNIT	RATE	UNIT
a. 1996 FERRARA 750 GAL, 1250 GPM <u>SHOP 121</u>	TYPE 1 ENGINE G280AX	4	125.00	HOUR		
b. 2002 PIERCE 750 GAL, 1250 GPM <u>SHOP 126</u>	TYPE 1 ENGINE G040DG	4	125.00	HOUR		
c. 1998 PIERCE LANCE 365 GAL, 1500 GPM <u>SHOP 122</u>	TYPE 1 ENGINE G039BM	4	125.00	HOUR		
d. 2005 FORD F450 4X4 220 GAL, 160 GPM <u>BRUSH 2549</u>	TYPE 6X ENGINE G737DM	2-3	76.00	HOUR		
e. 2012 PIERCE VELOCITY 750 GAL, 1250 GPM <u>SHOP 138</u>	TYPE 1 ENGINE G854GL	4	125.00	HOUR		
(18) Special Provisions Cooperator will adhere to terms set forth on the General Provisions to Cooperative Rate Agreement FM104 (1/14) attached hereto.						
d. DRAFT CAPABLE, CLASS A FOAM (BATCH MIXED)						
STAFFING WILL BE REIMBURSED AT ACTUAL EXPENSES INCLUDING ERE'S						
ALL PERSONNEL HAVE COMPLETED BASIC WILDLAND TRAINING COURSE.						
LOSS AND/OR DAMAGE TO EQUIPMENT (LOST OR DESTROYED TOOLS, FLAT TIRES, ETC.) UP TO \$100.00 PER INCIDENT WILL BE ABSORBED BY THE FIRE DISTRICT.						
WORKERS COMPENSATION: POLICY#WC000131						
VEHICLE INSURANCE: POLICY # AM-680 SOUTHWEST RICK SERVICES/ AZ MUNICIPAL RETENTION POOL						
(19) FIRE DEPT/AGENCY REPRESENTATIVE		(20) NAME AND TITLE (PLEASE PRINT)			(21) DATE	
		PETER ZICK, FIRE CHIEF			3/19/14	
		(22) STATE FORESTRY REPRESENTATIVE		(23) NAME AND TITLE (PLEASE PRINT)		
		EUGENE BEAUDOIN, DISTRICT FORESTER			3-25-14	

FORM FM 104 (REPLACES FIN 100) REV 1/14

DISTRIBUTION: ORIGINAL TO STATE, COPIES TO FM DISTRICTS AND COOPERATOR

STATE FORESTER'S CFR CONTINUATION SHEET

COOPERATIVE FIRE RATE AGREEMENT NUMBER 03-0735-14		IGA REFERENCE AGREEMENT NUMBER KR96-1451-LNR				
(1) FIRE DEPT/AGENCY NAME (COOPERATOR) FLORENCE FIRE DEPARTMENT		(6) STATE DISTRICT OFFICE TUCSON - DISTRICT 3				
(14) EQUIPMENT DESCRIPTION List: ICS Type, Gallons, GPM, make, model, year, FD Unit #, License #, 4X4, foam capability.		(15) STANDARD STAFFING	RATES			
			(16) WORK OR HRLY		(17) SPECIAL	
			RATE	UNIT	RATE	UNIT
f. 2012 FORD F150 4X2 PU COMMAND <u>SHOP 136</u> G965GH		1	42.00	DAY PLUS	.42	MILE
g. 2004 FORD F150 4X2 PU BATTALION CHIEF <u>SHOP 133</u> G828FJ		1	42.00	DAY PLUS	.42	MILE
h. 2012 FORD F150 4X2 PU BATTALION CHIEF <u>SHOP 137</u> G964GH		1	42.00	DAY PLUS	.42	MILE
i.						
j.						
k.						
l.						
m.						
n.						
o.						
(18) Special Provisions Cooperator will adhere to terms set forth on the "General Provisions to Cooperative Rate Agreement FM104A (1/14)" attached hereto. STAFFING WILL BE REIMBURSED AT ACTUAL EXPENSES INCLUDING ERE'S ALL PERSONNEL HAVE COMPLETED BASIC WILDLAND TRAINING COURSE. LOSS AND/OR DAMAGE TO EQUIPMENT (LOST OR DESTROYED TOOLS, FLAT TIRES, ETC.) UP TO \$100.00 PER INCIDENT WILL BE ABSORBED BY THE FIRE DISTRICT. WORKERS COMPENSATION: POLICY#WC000131 VEHICLE INSURANCE: POLICY # AM-680 SOUTHWEST RICK SERVICES/ AZ MUNICIPAL RETENTION POOL						
(18) FIRE DEPT/AGENCY REPRESENTATIVE 		(19) NAME AND TITLE (PLEASE PRINT) PETER ZICK, FIRE CHIEF		(20) DATE 3/19/14		
(21) STATE FORESTRY DISTRICT REPRESENTATIVE 		(22) NAME AND TITLE (PLEASE PRINT) EUGENE BEAUJOIN, DISTRICT FORESTER		(23) DATE 3-25-14		

FORM FM 104 (REPLACES FIN 100) Rev 1/14

DISTRIBUTION: ORIGINAL TO STATE, COPIES TO FM DISTRICTS AND COOPERATORS

STATE FORESTER'S COOPERATIVE FIRE RATE AGREEMENT (AMENDMENT PAGE)



COOPERATIVE FIRE RATE AGREEMENT NUMBER 03-0735-14	AMEND NO. 1	IGA REFERENCE AGREEMENT NUMBER KR96-1451-LNR
(1) FIRE DEPT/AGENCY NAME (COOPERATOR) FLORENCE FIRE DEPARTMENT P O BOX 2670 FLORENCE, AZ 85132		(6) STATE DISTRICT OFFICE TUCSON - DISTRICT 3 3237 E 45TH ST TUCSON, AZ 85713
EFFECTIVE DATES		
BEGINNING	5/13/2014	ENDING 3/31/2016

Special Provisions Additions or Amendment Page Instructions: This sheet to be used to add or delete equipment, additional stipulations or for special pricing such as severity patrols. Each amendment shall be numbered (#1, #2, etc) for reference. Ending date of amendment shall be the same as listed on original CFR. Once signed, this sheet will be attached to original CFR.

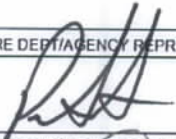

Cooperator will adhere to terms set forth on the "General Provisions to Cooperative Rate Agreement FM 104A (01/14) attached hereto.


Add the following (was on previous agreement and removed from current agreement in error)

EQUIPMENT DESCRIPTION	STANDARD STAFFING	RATE
i. 1984 FORD TYPE S3 TENDER 1800 GAL, 500 GPM <u>SHOP 135</u> G990GB	1 TO 2	76 HOUR

(18) FIRE DEPT/AGENCY REPRESENTATIVE 	(19) NAME AND TITLE (PLEASE PRINT) PETER ZICK, FIRE CHIEF	(20) DATE 5/26/14
(21) STATE LAND DEPT. REPRESENTATIVE 	(22) NAME AND TITLE (PLEASE PRINT) EUGENE BEAUDOIN, DISTRICT FORESTER	(23) DATE 6/12/14

STATE FORESTER'S COOPERATIVE FIRE RATE AGREEMENT (AMENDMENT PAGE)

COOPERATIVE FIRE RATE AGREEMENT NUMBER	AMEND NO.	IGA REFERENCE AGREEMENT NUMBER
03-0735-14	# 2	KR96-1451-LNR
(1) FIRE DEPT/AGENCY NAME (COOPERATOR)		(6) STATE DISTRICT OFFICE
Florence Fire Department		Tucson Forestry District Office 3237 East 45th Street Tucson, AZ 85713
EFFECTIVE DATES		
BEGINNING	6/1/2014	ENDING
		3/31/2016
<p>Special Provisions Additions or Amendment Page Instructions: This sheet to be used to add or delete equipment, additional stipulations or for special pricing such as severity patrols. Each amendment shall be numbered (#1, #2, etc) for reference. Ending date of amendment shall be the same as listed on original CFR. Once signed, this sheet will be attached to original CFR.</p> <p>Cooperator will adhere to terms set forth on the "General Provisions to Cooperative Rate Agreement FM 104A (01/14) attached hereto.</p> <p>The Rates for all types of engines and tactical water tenders will be amended to match the "Arizona State Forester's Acceptable Equipment Rates for Cooperative Fire Rate Agreements, Revised 6/1/2014". All equipment in question will follow this updated rate sheet as well. These rates will become effective at 12:01 AM on 6/1/2014.</p>		
(18) FIRE DEPT/AGENCY REPRESENTATIVE	(19) NAME AND TITLE (PLEASE PRINT)	(20) DATE
	FIRE CHIEF	6/22/14
(21) ARIZONA STATE FORESTRY DIVISION REPRESENTATIVE	(22) NAME AND TITLE (PLEASE PRINT)	(23) DATE
	David Geyer, State Fire Management Officer	1-Jun-14

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 9r.
MEETING DATE: April 20, 2015 DEPARTMENT: Parks and Recreation STAFF PRESENTER: Bryan Hughes Parks and Recreation Director SUBJECT: Appointment of Ms. Linda Fenstermaker to the Parks and Recreation Board		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <ul style="list-style-type: none"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Appointment of Ms. Linda Fenstermaker to the Parks and Recreation Advisory Board, with a term to expire December 31, 2017.

BACKGROUND/DISCUSSION:

The Parks and Recreation Board has one vacancy.

Advertisements have been placed on the Town website, on Channel 11, and in the Florence Reminder noticing the availability of board and commission seats as they become available.

FINANCIAL IMPACT:

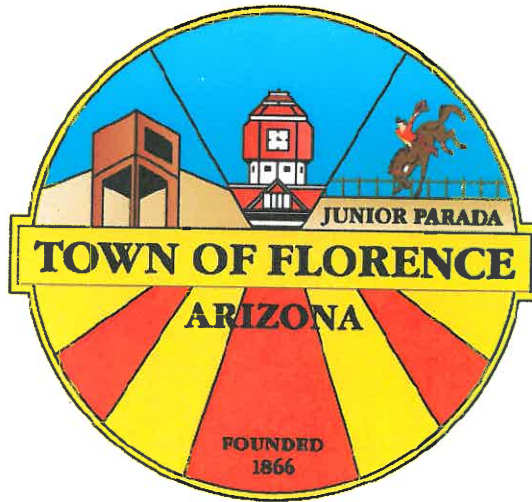
None

STAFF RECOMMENDATION:

Staff recommends appointment of Ms. Linda Fenstermaker to the Parks and Recreation Advisory Board, with a term to expire December 31, 2017.

ATTACHMENTS:

Parks and Recreation Advisory Board Application



Board and Commission Application

NAME Linda Fortmeyer

DATE 4-6-2015

Date Received: _____

Appointed on: _____ to _____ Board/Commission

Term Expires: _____

Board and Commission Application

Name: <i>Linda Tomatermacker</i>	Date: <i>4-2-2015</i>
E-Mail Address: <i>Lindylu92345@yahoo.com</i>	
Street Address: <i>3685 N. Princeton Ct.</i>	Mailing Address: <i>Same</i>
Home Telephone: <i>760-686-8286</i>	Work Telephone:
Occupation: <i>more retired</i>	Best Time to Call:
Do you own commercial property or operate a business in Florence? <i>NO</i>	
Work/Business Name:	
Work/Business Address:	
Length of Residency in Florence: <i>1 1/2 yrs</i>	Are you a Registered Voter <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Are you now, or have you ever served on a board, commission or committee for the Town of Florence? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If yes, please give name of board, commission and/or committee and dates served:	

BOARD OR COMMISSION PREFERENCE(S): Refer to last page for list of boards and commissions (Please list no more than two boards, commissions in order of preference)

1 <i>Park & Recreation</i>	2 <i>Arts & Culture Commission</i>
--------------------------------	--

If appointed, how much time would you be able to devote to the board or commission?

Hours per week? *6-10-?* Hours per month? _____

Employment History		
Employment Period	Employer's Name and Address	Title
<i>2009-2013</i>	<i>Pathways to College School</i>	<i>teacher aide after school activities director, etc.</i>
<i>1994-2000</i>	<i>Personalized Business Service</i>	<i>sales office. I instituted to increase</i>
<i>1994-2000</i>	<i>Sally Coyote Park Ranch</i>	<i>helped organizing at length to increase to increase</i>
Education		
Name of School, College or University you attended	Degree	Year
<i>South Hills High</i>	<i>High School Dip</i>	<i>12</i>

Civic Activities – Service Organizations

Vol. Organized a Christmas party for orphan children, and needy families. Involved with AmVets, Hospice arrangers.

What personal and professional experience, or background can you contribute to the board or commission? Business degree, worked in education with the public. Also, I have several years of work on international business transactions.

What is the most significant contribution you can make as a member of the board or commission for which you are applying? I have strong organizational ability and strong communication skills.

Please state in what ways you have been involved in the Florence community and what prompted you to apply for appointment to the Town's boards and commissions. going out into the town supporting local business and supporting town sponsored events. I have been coming to town council meetings that I want to get involved.

I understand that if a subject is presented for discussion to a board or commission where you have a conflict of interest, I will excuse myself from the discussion and abstain from voting. (For more information on conflict of interest, please contact the Town Attorney).

I understand that boards and commissions shall have no administrative authority unless specifically required by Federal or State Law, or Intergovernmental Agreement. Members of boards and commissions shall serve without compensation.

I further understand that to be considered for appointment to a board or commission I must be at least eighteen (18) years of age (except youth representatives), a qualified elector, and a resident of Florence unless a motion, resolution, or ordinance creating a board or commission specifies otherwise.

I further understand that my attendance at all regularly scheduled meetings is critical even if I am an alternate member and that the Town Council may appoint a replacement for members who are chronically absent from regular meetings. If a member is absent without an excuse from three (3) or more consecutive meetings, the Town Council may remove this member from the board or commission and appoint another (subject to Town Council approval) to serve the remainder of the term. I also understand that this application is considered a public record.

Applicant's Signature: *Quada S. Serrano*

All applications are kept on file for one year. During that time, your application will be considered when there is an opening for the board or Commission for which you have applied.

- Please notify the Town Clerk's Office at 520-868-7552 if you move or no longer wish to be considered for appointment.
- Please feel free to attach a resume and/or copies of any certificates pertinent to the appointment you are seeking.
- Mail or deliver your completed application to: Town of Florence, Town Clerk's Office, 775 North Main Street, P.O. Box 2670, Florence, AZ 85132

*** Application must be completely filled out in order to be considered ***
THANK YOU FOR YOUR INTEREST IN THE TOWN OF FLORENCE

Parks & Recreation Board

(3 Year Term)

Fourth Thursday of the month at 6:00 p.m.

5 members

Shawn Gibson

P O Box 2333
620 W. 12th Street
Florence AZ 85132
Work: (520) 518-5708
Cell: (520) 790-1361
sgibson@crownpointpropertyservice.com
Appointed: 1/5/2015
Expires: 12/31/2017

Robert Smidt

P O Box 1191
590 N. King Street
Florence AZ 85132
Work: (520) 868-7250
Cell:(520) 868-9554
bobnterismidt@msn.com
Appointed: 1/5/2015
Expires: 12/31/2017

Don Pinson

P O Box 1165
177 S. Bush Street
Florence AZ 85132
Home: (520) 868-4872
Cell: (520) 518-1625
dandnpinson@cgmailbox.com
Appointed: 1/7/2013
Expires: 12/31/2015

Vacant

Appointed:
Expires: 12/31/2017

Donald Woolridge

P O Box 482
534 W. 14th Street
Florence AZ 85132
Home: (520) 868-3204
Work: (520) 868-4772
Appointed: 2/18/2014
Expires: 12/31/2016

Council Liaisons

Councilmember Tara Walter

2231 N. Smithsonian Drive
Florence AZ 85132
Home: (520) 723-0694

Staff Liaison

Bryan Hughes

132 N. Bailey
Florence AZ 85132
bryan.hughes@florenceaz.gov
Office: (520) 868-7582
Cell: (520) 840-1443

MINUTES OF THE FLORENCE TOWN COUNCIL MEETING HELD ON MONDAY, MARCH 2, 2015, AT 5:00 P.M., IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

Mayor Rankin called the meeting to order at 5:00 p.m.

ROLL CALL:

Present: Rankin, Walter, Woolridge, Hawkins, Montañño, Guilin, Anderson

WORK SESSION ON THE MAY 19, 2015 SPECIAL ELECTION AND THE INFORMATION THAT WILL BE PRESENTED WITH REGARDS TO THE PROPOSITION TO EXCEED THE STATE IMPOSED EXPENDITURE LIMITATION BY A SPECIFIC AMOUNT FOR FISCAL YEAR 2015.2016.

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, stated that staff has created a presentation regarding the May 19, 2015 Special Election along with a calendar of events denoting meeting dates to present this information to the voters.. She stated the presentation provides information regarding the following topics;

- Special Election
- State Imposed Expenditure Limitation
- Budget Impact
- Budget Development Process
- Summery/recap of the Special Election

Ms. Garcia stated that the Special Election will be a mail ballot election with the publicity pamphlet mailed after April 23, 2015 but before the ballots are mailed. The last day to turn in a ballot is May 19, 2015. She stated that the ballots will arrive in the mail with instructions, postage will be pre-paid and ballots are to be returned using the U.S. postal service.

Ms. Garcia stated that on the Election Day, May 19, 2015, there will not be traditional polling places. She stated Town offices will be open from 6:00 am to 7:00 pm to assist any voters with questions regarding the proposition being voted on or about the election process. She stated if a voter needs to replace their ballot, make a correction to their ballot or would like to drop a ballot off instead of mailing it; they can do so by going to the Pinal County Voter Registration office.

Mr. Michael Farina, Finance Director, reviewed the history of the State Imposed Expenditure Limitation amendment that was approved by voters in 1980. He stated that the State's Economic Estimates Commission annually calculates the State-Imposed Expenditure Limit based on annual population growth and inflation. He stated that the

State Constitution does allow for Town voters to approve an alternative to the state-imposed limitation every four years which is used by many municipalities throughout the State. He stated that the Town has held eight Home-Rule elections from 1982 through 2010 that passed by a wide margin. He stated the August 26, 2014 Home-Rule Option election failed with 51.75% of the voters voting no. The result of the no vote requires the Town to be subject to the state-imposed limitation for at least the next two fiscal years.

Mr. Farina stated that the budget impact of the expenditure limitation will not allow the Town to authorize expenditures above \$17,363,900 (preliminary) which is equivalent to the budget level experienced in 2001 and is a significant reduction in the Town's budget that comes with hefty penalties if the budget is exceeded without prior voter approval. He stated that the expenditure limitation does not impact the revenue the Town collects. He stated that taxes do not increase or decrease and the revenue levels for the Town will not increase or decrease.

Ms. Garcia stated that the Town's Budget Committee has made recommendations to Council if the vote fails on how to meet the expenditure limitations with the following:

- No capital expenditures except those funded by Highway User Revenue Fund or bonds
 - Public infrastructure – roads, streets, water and sewer improvements, equipment
- Completely outsource sanitation services
 - Town would not renew the current contract with RAD
- Eliminate bulk trash and land fill transfer station services
- Reduce Library hours from 55 to 40 hours per week
- Eliminate the before and after school services at both K-8 schools
- Eliminate most special events
- Eliminate the transitional response vehicle (TRV) from the Fire Dept. which services the downtown area, Caliente and Florence Gardens.
- Reduce the number of firefighters on the fire truck from 4 to 3 in Anthem
- Eliminate Crime Prevention/School Resource Officer position
- Reduce aquatic center season and hours
- Eliminate funding for the public arts program
- Reduce police dispatch, street maintenance and building inspection
- Reduce approximately ten additional positions

Ms. Garcia stated that the Budget Committee has also made recommendations to Council if the election passes with the following:

- Maintain current levels of service
- Would not have to reduce or eliminate services
- Complete capital projects (some are two-year projects)

- East 1st Street pavement
- Felix Road and Hunt Highway intersection
- Franklin Road
- Merrill Ranch Parkway resurfacing
- Ruggles Street micro-seal
- Attaway Road and Hunt Highway intersection improvements
- Florence Gardens Phase IV curb, concrete and pavement
- Hunt Highway – American Way to Franklin Road resurfacing
- High school area pavement, curb and sidewalk
- Elementary school area road improvements
- Utility infrastructure improvements

Councilmember Hawkins inquired how many municipalities have previously operated under the Home-Rule Expenditure Limitations.

Ms. Garcia stated that the most recent city to have a Home-Rule fail was Tucson. She stated that Tucson experienced strikes and picketing and were looking at closing fire stations, police sub-stations and the city run transit system: however, Tucson held a special election that allowed for those services to continue.

Vice-Mayor Walter inquired if the Crime Prevention/School Resource Officer position is currently filled.

Mr. Daniel Hughes, Police Chief, stated that the position is currently filled and if the position was eliminated the officer would be placed back on regular patrol.

Mayor Rankin inquired as to what the differences are between the current budget of roughly \$66 million vs. the proposed \$32 million budget for the Fiscal Year 2015-2016.

Mr. Farina stated that the \$15 million dollars being requested of the voters in the special election would allow the Town to continue all services currently being provided and accounts for inflation.

Ms. Garcia stated that historically, the Town's realized expenses have been less than what has been budgeted.

Councilmember Guilin stated that the budget process is an estimate of anticipated expenses for the upcoming year and that actual incurred expenses are and has been less over the years.

Mr. Farina stated the budget for the 2014-2015 Fiscal Year is over \$60 million due to the one-time capital improvements and carry-over projects that will not be financially experienced next year.

Mayor Rankin inquired what would be the total financial reduction in the operating budget based on the recommended reduction in services.

Mr. Farina stated the reduction amount is roughly \$2.5 million in the operating budget and all capital improvement projects.

Mayor Rankin expressed the importance of the Special Election stating that it is important to the progression of the Town to inform the voters that the proposition will not cost them more money and is imperative to sustain the current levels of services provided by the Town.

Councilmember Montaña stated that he believes the presentation is clear and informative providing the voters with the information they need to vote in the Special Elections. He stated that it is important to explain the long-range negative affects a failed vote would have throughout the Town including the services to individual residents but also to the schools, businesses and the overall community lifestyle.

Councilmember Guilin stated that the election is not a budget override where taxes would be increased but a Special Election allowing the Town to spend the money it is already in taxes and revenues.

Mayor Rankin stated that the Town provides a level of services that many of our surrounding communities are not able to and would hate to see that level of service reduced. He inquired if there are any capital improvements planned for the 2015-2016 fiscal year.

Mr. Farina stated that if the election passes then yes there are projects planned and if the election fails, all capital improvement projects that are not funded by HURF or a grant would be put on hold or not completed at all.

Mayor Rankin stated that it is the job of the Town Council to attend the meetings that staff has planned to communicate with the voters and inform them on the Special Election.

Mr. Farina stated the process of developing the budget is a public process and it is important to inform the public that there are several opportunities during the process for the public to provide input on the budget that is being considered.

Mayor Rankin opened the floor for public comment.

Ms. Denise Kollert, Florence Residence, stated that she believes residents will experience a fee increase for services if the proposition to exceed the state-imposed expenditure limitation is not approved by the voters. She stated taxes will not go up but fees associated with services provided by the Town could and most likely would go up.

Mayor Rankin called for a 10 minute recess.

Mayor Rankin reconvened the meeting

MOMENT OF SILENCE

Mayor Rankin called for a moment of silence.

PLEDGE OF ALLEGIANCE

Councilmember Guilin led the Pledge of Allegiance.

CALL TO THE PUBLIC

Call to the Public for public comment on issues within the jurisdiction of the Town Council. Council rules limit public comment to three minutes. Individual Councilmembers may respond to criticism made by those commenting, may ask staff to review a matter raised or may ask that a matter be put on a future agenda. However, members of the Council shall not discuss or take action on any matter during an open call to the public unless the matters are properly noticed for discussion and legal action.

Ms. Deborah Croft, Florence Residence, stated that she is concerned about the lack of communication regarding the items that are being voted on for the Town. She stated that previous information regarding Home Rule was not clear and was misinterpreted. She stated that Town Council needs to reach out to all communities; planned communities, apartment complexes, rural members and those who are not connected to the internet or may not have cable television. She asked that the Town not rely solely on electronic media for communication of important Town business.

CONSENT: All items on the consent agenda will be handled by a single vote as part of the consent agenda, unless a Councilmember or a member of the public objects at the time the agenda item is called.

- a. Authorization to purchase a 2015 Vermeer Vacuum Excavator from Vermeer Sales Southwest, in an amount not to exceed \$65,403.88.**
- b. Recommendation of approval to the Arizona Department of Liquor Licenses and Control on the Pinal County Mounted Posse's application for a Special Event Liquor License for Road to Country Thunder Event on April 4, 2015.**
- c. Recommendation of approval to the Arizona Department of Liquor License and Control on Kokopelli Moon Saloon's application for a Temporary Extension of Premises Patio Permit.**

- d. Approval to suspend the Town of Florence Special Event Vendor Permit rules and Farmer's Market rules for the Road to Country Thunder event and allow the 100 Club to coordinate the vendors for a fundraiser on April 4, 2015.**
- e. Approval of accepting the register of demands ending January 31, 2015, in the amount of \$3,042,019.433**

On motion of Vice-Mayor Walter, seconded by Councilmember Guilin, and carried to approve the Consent Agenda as written with the exception of items 7a and the removal of 7e. Item 7e. will be placed on the March 16th Council agenda.

- a. Authorization to purchase a 2015 Vermeer Vacuum Excavator from Vermeer Sales Southwest, in an amount not to exceed \$65,403.88.**

Councilmember Anderson inquired as to what a Vermeer Vacuum Excavator was and what it was used for.

Mr. John Mitchell, Utilities Directors, stated the vacuum is a piece of equipment that assists in excavation when repairing a water leak. He stated in past years the Town has rented this piece of equipment and it would be more prudent to purchase the vacuum instead of renting.

Councilmember Hawkins stated that the vacuum allows for excavation in a precise manner that a backhoe does not and it reduces the opportunity to hit utility lines in the location that needs repair.

On motion of Councilmember Anderson, seconded by Vice-Mayor Walter and carried to approve item 7a.

NEW BUSINESS

Discussion/Approval/Disapproval of a Change Order with Apache Underground and Excavation, for waterline improvements in the Turner Subdivision, in an amount not to exceed \$137,147.25.

Mr. Mitchell stated that the project is located north of the high school where gutters and sidewalks are being installed. He stated during the course of this work it was noted that the existing road grades were too high to facilitate a smooth transition between the roadway and the new concrete. In order to facilitate a smooth transition, the existing road grades would have to be lowered. He stated that DBA Construction provided the Town with a deduct change order to eliminate the speed humps and miscellaneous asphalt, and to lower the grade to design elevations. He stated once the grade is lowered, the Town will install a new pavement surface and construct the speed humps.

Mr. Mitchell stated that in discussion with the Finance Department it was determined that the money was available this fiscal year to perform the work therefore staff approached Apache Underground and Excavation who is currently completing the waterline project on Bailey Street who provided an estimate of \$137,147.25.

On motion of Councilmember Montaña, seconded by Councilmember Hawkins, and carried to approve a Change Order with Apache Underground and Excavation, for waterline improvements in the Turner Subdivision, in an amount not to exceed \$137,147.25.

Discussion/Approval/Disapproval affirming the February 5, 2015 recommendation of the Planning and Zoning Commission for the Town of Florence Territory Square Signage Design Review application by approving attached Option #1.

Mr. Mark Eckhoff, Community Development Director, stated that the Planning and Zoning Commission has received concern regarding the signage design for the Territory Square project. He stated that the approved master plan and initial development plans for phase one will help to set the standard of design for the District. The innovative Territory Square Zoning District allows for creativity and flexibility in signage to ensure signage for the project is unique and of the highest quality. He stated that signage is also another tool that can help to brand and market the Territory Square District.

Mr. Eckhoff stated that there are seven signs proposed for the first phase of development including a plaza gateway sign, two wall signs for the Library and Community Center, one wall sign for the Aquatic Center, restroom signs and one directional sign to be located along Main Street. The signage that has received concern is the building signs for the Library and the Aquatic Center along with the directional sign. He stated that the walls signage on the buildings will flow seamlessly with the architectural designs, colors and materials on the buildings being designed in a consistent manner, repeating the weathered steel plates found within the building design as a backdrop to aluminum letters that will match the roof material color. He stated that all wall and directional signs will have lighting to ensure visibility at night.

Mr. Eckhoff stated that the orientation of the signage was originally selected to aid in the overall design of the complex and to add a modern element recognizable in many libraries and aquatic centers across the country. On February 5, 2015, the Planning and Zoning Commission approved Option #1 which is consistent with the preliminary sign concepts shown to the Council and the public. Since this approval, subsequent concerns have been presented about the orientation of the signage on the subject facilities. He stated that the sign options are being presented to Council to either affirm or modify the Commission's recommendation. He stated that all three options are in compliance with applicable Town Codes and all three signs will be aesthetically pleasing and help to enhance the character and branding possibilities for the Territory Square District.

Councilmember Montaña inquired if the sign options contain a combination of Traditional and new.

Mr. Eckhoff stated that all three options have the same lettering and are made of the same material. He stated that option 3 is a more traditional sign orientation whereas option 1 is a bit more unique.

Mayor Rankin stated he was in favor of option #1 recommended by the Planning and Zoning Commission. He stated that this area is a new part of Town, not located in the historical portion of the Town, and needs to reflect as such.

Councilmember Anderson stated he was in favor of option #3 as it was more in line with the traditional theme of the Town.

Councilmember Montaña stated that he would be in favor of an option that combined traditional and new.

Vice-Mayor Walter stated that she had received comments from residents stating that they liked the look of option #3 because it is traditional. She stated that as an educator, with English learning members of our Town, the traditional orientation of the signage is preferred as we all read left to right.

On motion of Councilmember Guilin, seconded by Mayor Rankin, to approve the recommendation of the Planning and Zoning Commission for the Town of Florence Territory Square Signage Design Review application by approving Option #1.

Roll Call:

Mayor Rankin – Yes
Vice-Mayor Walter – No
Councilmember Woolridge – Yes
Councilmember Hawkins – Yes
Councilmember Montaña – No
Councilmember Guilin – Yes
Councilmember Anderson – No

Motion Passed: Yes: 4, No: 3

Ms. Garcia read Resolution No. 1498-15 by title only.

**A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA,
AMENDING THE FLORENCE TOWN COUNCIL RULES OF PROCEDURE,
EFFECTIVE MAY 1, 2015.**

Ms. Garcia stated that Council at the January 26, 2015 Council meeting reviewed the 2012 amendments and directed staff on how to proceed with modifications. The following changes were made to the Rules of Procedure in 2012:

- 4.1 Regular Meetings: Deleted the section that excludes the last meeting in December as a regular meeting. Now regular meetings are the first and third Monday of each month.
- 4.3 Special Meetings:
 - Option 1: Items remains the same: Manager, Mayor or three members of Council may call for a special meeting.
 - Option 2: Manager can set a special meeting. The Mayor or any member of council can request an item be placed on the agenda to discuss with the Council the need for a special meeting and vote on the date and time of the meeting.

Councilmember Anderson stated that he has a concern with the possibility of inadvertently violating the Open Meeting Law if he had to contact more than two other council members to call a special meeting.

Mayor Rankin stated that he was in favor of Option #1 as Option #2 would cause a delay in meeting on the topic for the special meeting.

Mr. Clifford Mattice, Attorney with Dickinson Wright, PLLC, stated that the more councilmembers required to call a special meeting, the more opportunity to inadvertently violate the Open Meeting Law.

Councilmember Montañó stated that he would like to see Option #1 changed to state that the Mayor or two members of Council may call a special meeting.

Councilmember Hawkins stated that he would be in favor of Option #2 which would allow Council to vote on the topic and if it will be placed on an agenda.

Mayor Rankin stated that he believes Option #2 would delay the discussion of the pertinent topic of the council member.

Council agreed to change Option #1 to read that the Mayor or two members of Council may call for a special meeting.

- 4.4 Work Sessions: Work sessions will now be called on Mondays of the month when necessary. This section no longer calls out the second Monday of the month.
- 5.1: Ms. Garcia stated that she will update 5.3 and 7.2 to be consistent with 4.3.

- 6.2 Regular Meeting: The Prayer and Invocation were removed and a Moment of Silence will be added before the Pledge of Allegiance.
- 6.6 Roll Call Attendance: Removed the Mayor; may ask for a motion to excuse those council members absent.
- 6.7 Action Items: Scheduled Public Appearances: Changes the time frame for providing written notice from seven to ten days.
- 7.3 Council Packets: Every effort will be made to distribute packets by Thursday afternoon prior to the meeting. A change from 72 hours to 24 hours for special meeting notices and agendas will be done to be consistent with the Open Meeting Law.

On motion of Councilmember Woolridge, seconded by Councilmember Montañó, and carried to adopt Resolution No. 1498-15 with modifications.

Ms. Garcia read Resolution No. 1499-15 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ESTABLISHING REGULAR MEETING DATES AND TIMES FOR TOWN OF FLORENCE BOARDS AND COMMISSIONS.

Ms. Garcia stated that this is a resolution that sets the dates and times for all Boards and Commissions for the Town. The resolution is posted in the meeting notice kiosks throughout Town allowing citizens to identify meeting dates and times that they may want to attend.

Mayor Rankin inquired if the Boards and Commissions had an opportunity to review the meeting dates and times to ensure they were consistent with their availability.

Ms. Garcia stated that the Board and Commission Liaisons were provided the schedule to review with their committees. There was one Board that wanted to change their start time to 5:30 p.m. but traditionally it has been Council's theory to have all meetings start at a set time so people wanting to attend a meeting only have to remember what day it is held.

On motion of Councilmember Anderson, seconded by Vice-Mayor Walter, and carried to adopt Resolution No. 1499-15.

Discussion/Approval/Disapproval of the May 19, 2015 Special Election informational presentation as presented (or modified, if applicable).

Ms. Garcia stated that staff is looking for approval from Council on the presentation that was presented.

Councilmember Hawkins inquired if the dates of the meetings will be on the Town website.

Ms. Garcia stated many of the meetings planned are with specific clubs and membership groups that are closed to their members. There will be two public meetings held that anyone can attend that will be advertised through press releases.

Councilmember Hawkins stated that he would like to see all meetings publicized in the newspaper to ensure the members of the clubs and organizations know about the meetings.

On motion of Councilmember Guilin, seconded by Councilmember Hawkins, and carried to approve the May 19, 2015 Special Election information presentation with modification as presented in the March 2, 2015 Council Worksession.

DEPARTMENT REPORT

- a. Manager's Report**
- b. Department Reports**
 - i. Community Development**
 - ii. Courts**
 - iii. Finance**
 - iv. Fire**
 - v. Library**
 - vi. Parks and Recreation**
 - vii. Police**
 - viii. Public Works – Utilities**

The Department Reports were received and filed.

CALL TO THE PUBLIC

Ms. Deborah Croft, Florence Resident, stated that she would like to see the transit system within Town increased with more locations to allow residents more opportunity to be patrons of the businesses in Town and participate more in local events and services.

Ms. Denise Kollert, Florence Resident, stated that she attended the Concert in the Park event and it was excellent and encouraged everyone to support the events.

CALL TO THE COUNCIL

Councilmember Anderson stated that he attended a meeting at Florence Gardens recently and appreciated their hospitality.

Councilmember Montañó stated that he has seen positive comments in social media regarding the repairs that have been completed on the Hunt Highway curve. He stated that the work being done south of the High School is also progressing well and is being noticed by Town citizens.

Vice-Mayor Walter thanked Ms. Deborah Croft for speaking on the need for a better transportation service within the Town. She stated that this is a topic that she is passionate about and looks forward to seeing the service improved.

Mayor Rankin stated that the Historical Society is holding a yard sale and the L and B will be holding a Winter Visitor day this month. He stated the Town's Fishing Derby will be on Saturday and encouraged everyone to attend. He stated that Senator McGuire has proposed a change to the State Statute regarding the Incorporation rules and if the legislation should pass it will cost the Town roughly \$1 million per year. He encouraged citizens to contact Senator McGuire and encourage her to kill her bill as it will be fiscally detrimental to all the towns and cities within Pinal County.

ADJOURNMENT

On motion of Councilmember Hawkins, seconded by Vice-Mayor Walter, and carried to adjourn the meeting at 7:23 pm.

Tom J. Rankin, Mayor

ATTEST:

Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on March 2, 2015, and that the meeting was duly called to order and that a quorum was present.

Lisa Garcia, Town Clerk

MINUTES OF THE FLORENCE TOWN COUNCIL MEETING HELD ON MONDAY, MARCH 16, 2015, AT 6:00 P.M., IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

Mayor Rankin called the meeting to order at 6:02 p.m.

ROLL CALL:

Present: Rankin, Walter, Woolridge, Hawkins, Guilin, Anderson

Absent: Montañó

ADJOURN TO EXECUTIVE SESSION

An Executive Session will be held during the Council Meeting for legal matters pursuant to A.R.S. Section 38-431.03(A)(3) and (4) as follows:

- 1. For the purpose of discussion and consultation with the Town's attorneys for legal advice and to consider the Town's position and instruct its attorneys in regard to pending consolidated litigation: Hollins v. Town of Florence, et al; Pinal County Superior Court Case No. CV2014-02265/02266; Dantico v. Town of Florence, et al; Pinal County Superior Court Case No. CV2014-02327.**
- 2. For the purpose of discussion and consultation with the Town's attorneys for legal advice and to consider the Town's position and instruct its attorneys' in regard to a claim involving Johnson Utilities.**
- 3. For the purpose of discussion and consultation with the Town's attorneys for legal advice and to consider the Town's position and instruct its attorneys in regard to pending litigation in Pinal County Superior Court: Association of Florence Fire Fighters, International Association of Fire Fighters Local 4512 v. Town of Florence, et al; Pinal County Superior Court Case No. CV2015-00235.**

The Executive Session was moved to the end of the meeting.

ADJOURNMENT FROM EXECUTIVE SESSION

MOMENT OF SILENCE

Mayor Rankin called for a moment of silence.

PLEDGE OF ALLEGIANCE

Mayor Rankin led the Pledge of Allegiance.

Town of Florence Council Meeting Minutes

March 16, 2015

Page **1** of **9**

CALL TO THE PUBLIC

Call to the Public for public comment on issues within the jurisdiction of the Town Council. Council rules limit public comment to three minutes. Individual Councilmembers may respond to criticism made by those commenting, may ask staff to review a matter raised or may ask that a matter be put on a future agenda. However, members of the Council shall not discuss or take action on any matter during an open call to the public unless the matters are properly noticed for discussion and legal action.

Dr. Amy Fuller, Superintendent of the Florence Unified School District, stated that children will benefit from having the signs at the Library and Aquatic Centers horizontally as that is how they read. She stated that she hopes that Council will revisit the signage plans and review the benefits of horizontal lettering.

Ms. Ruth Harrison, Florence resident, stated that she was presenting to Council a petition of 70 signatures from residents and Town visitors in favor of signage that reads in a horizontal manner. She requested that Council revisit the signage plans for the Library and Aquatic Centers and take into consideration the positive impact horizontal lettering would have to all ages.

Ms. Betty Rieffer, Florence resident, stated that it is easier to read horizontal signs and would like to see Council revisit the signage plans for the Library and Aquatic Centers.

PRESENTATION

Presentation by the Greater Florence Chamber of Commerce recognizing Holiday Inn Express and Suites as the Business of the Month for February 2015, and Pinal County Historical Museum as the Business of the Month for March 2015.

Mr. Peter Koulouris, Greater Florence Chamber of Commerce Vice-Chairman, recognized the Holiday Inn Express and Suites as the business of the month for February, 2015. He stated that the Holiday Inn Express has been an active contributor to the community providing the use of their ballroom for events and fundraisers.

Ms. Carmen, Holiday Inn Express and Suites Representative, accepted the award on behalf of Mr. Damon Anderson.

Mr. Jim Gilloon, Office Manager, Greater Florence Chamber of Commerce, recognized the Pinal County Historical Museum as the business of the month for March 2015. He stated that the Pinal County Historical Museum, through the efforts of volunteers, has been preserving the history of Florence since 1959.

Ms. Betty Rieffer, Florence resident and Museum volunteer, accepted the award on behalf of the Pinal County Historical Museum.

CONSENT: All items on the consent agenda will be handled by a single vote as part of the consent agenda, unless a Councilmember or a member of the public objects at the time the agenda item is called.

Appoint K. Natasha Schmidt to the Historic District Advisory Commission with a term to expire December 31, 2015.

Appoint Kenneth Wallace to the Florence Industrial Development Authority Board, with a term to expire December 31, 2020.

Favorable recommendation to the Arizona Department of Liquor Licenses and Control on the Greater Florence Chamber of Commerce's Special Event License to host their First Thursday event on April 2, 2015 at Padilla Park.

Approval of a contact with Overton Builder, LLC, for the construction to expand the Finance Department cashier window in an amount not to exceed \$28,065.

Approval of the February 2, February 17, and February 23, 2015 Town Council minutes.

Receive and file the following board and commission minutes:

- i. December 17, 2014 Joint-Use Library Advisory Board minutes.**

Approval of accepting the register of demands ending January 31, 2015, in the amount of \$3,042,019.43.

Mayor Rankin requested the removal of item 9c from the consent agenda.

On motion of Councilmember Woolridge, seconded by Councilmember Hawkins, and carried to approve the Consent Agenda, as written, with the exception of item 9c.

Favorable recommendation to the Arizona Department of Liquor Licenses and Control on the Greater Florence Chamber of Commerce's Special Event License to host their First Thursday event on April 2, 2015 at Padilla Park.

Mayor Rankin inquired if the Chamber of Commerce had been contacted to participate in this event.

Mr. Bryan Hughes, Parks and Recreation Director, stated that the Chamber of Commerce has been contacted and will be participating in the event.

On motion of Councilmember Anderson, seconded by Vice-Mayor Walter, and carried to forward a favorable recommendation to the Arizona Department of Liquor Licenses and Control on the Greater Florence Chamber of Commerce's Special Event License to host their First Thursday event on April 2, 2015 at Padilla Park.

NEW BUSINESS

Discussion/Approval/Disapproval to authorize the Town Manager to execute the Salt River Project Municipal Aesthetics Program Funding Agreement(s) that will allocate The Town's current \$500,000 funding allotment and up to \$100,000 of the Fiscal Year 2016 funding allocation for masonry wall improvements at the Salt River Project Abel Substation in Florence, Arizona.

Mr. Mark Eckhoff, Community Development Director, stated that the Municipal Aesthetics Program provides municipalities with the opportunity to conduct aesthetic improvements to existing and new SRP water and power distribution, transmission and substation facilities. Annual allotments of funds are based upon several criteria including the jurisdiction's percentage share of total electric facilities revenue and the total cost of electric system work accomplished during SRP's prior fiscal year period. He stated that SRP Municipal Aesthetics Program funding can only be utilized on SRP infrastructure and under the direction of the municipal aesthetics program administrator.

Mr. Eckhoff stated that the Town of Florence and Pinal County have SRP Aesthetic funds that need to be assigned to an aesthetic project in order to meet the SRP schedule for allocation of those funds. He stated that Town staff, SRP and Pinal County have worked together to identify the SRP Abel Substation as the ideal candidate for the Town's very first SRP Aesthetic Funds project. The improvements to the substation will consist of attractive masonry screen walls along the southwest, south and southeast sides of Able Substation site and will include one rolling gate on the southwest side of the station.

Mr. Eckhoff stated that the project will improve the appearance of the SRP Abel Substation for residents of Florence and in unincorporated Pinal County. He stated that SRP will prepare plans, collect bids, and hire the contractors to complete the project.

Vice-Mayor Walter requested clarification on the funding request of \$100,000 in the Fiscal Year 2015-2016.

Mr. Eckhoff stated that the \$500,000 funding allotment this year is what the Town has incurred to date. The \$100,000 will be drawn from the SRP funding the Town is allotted in 2016 from the SRP Municipal Aesthetics Program.

Vice-Mayor Walter inquired if the funds will be affected by the special election in May 2015.

Mr. Eckhoff stated that the SRP funds will not be impacted either way by the special election as they are SRP funds and the Town is only assisting SRP in identifying and utilizing their funds to improve SRP facilities within the Town limits.

On motion of Councilmember Guilin, seconded by Vice-Mayor Walter, and carried to authorize the Town Manager to execute the Salt River Project Municipal Aesthetics

Program Funding Agreement(s) that will allocate the Town's current \$500,000 funding allotment and up to \$100,000 of the Fiscal Year 2015-2016 funding allocation for masonry wall improvements at the Salt River Project Abel Substation in Florence, Arizona.

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, read Resolution No. 1504-15 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING A MODIFICATION TO THE BUILDING PERMIT FEES SECTION OF THE TOWN OF FLORENCE SCHEDULE OF FEES.

Mr. Eckhoff stated that the building plan review and permit fees are based on the value of the proposed project as defined by the International Code Council (ICC) Valuation Tables. These tables are regularly updated based on fluctuations in costs for labor and construction materials. He stated when you combine the standardized value tables with the adopted plan review and permit fee table used by the Town, which is also from the ICC, which provides consistency in how fees are charged in comparison with other communities. He stated the fees that are paid cover the local government's costs for reviewing the plans, processing permits, and performing inspections.

Mr. Eckhoff stated fee structures generally work. There are occasional concerns that the fees for smaller residential projects such as remodels, garages, and patios are too high and are hindering homeowners from pursuing certain home improvement projects. He stated in response to these concerns, two options for how valuations could be determined for remodels, garages, patios and similar projects are being proposed. He stated the first option applies to projects that are being completed by a licensed contractor. With this option, the Building Safety staff can refer to the written estimate of the project materials and labor for the valuation figure. He stated option two is for when a permit is pulled under an owner-builder scenario, where the homeowner is completing the work themselves. Staff would use the homeowner's material estimates for that option and add a labor factor of 30%. Staff would still have the option of using the ICC Valuation Tables if the fees would be the lesser of the two options.

Mr. Eckhoff stated that the new options would be limited to residential projects only and would not apply to new home construction.

Councilmember Anderson inquired who makes the determination which ICC fees will be charged.

Mr. Eckhoff stated that the ICC Valuation Tables take into consideration the type of project being permitted, the occupancy of the project and the square footage. It is staff that will identify this information and pull from the tables the fee amounts that need to be charged.

Mayor Rankin inquired as to what the anticipated loss of revenue will be.

Mr. Eckhoff stated that staff anticipates that the revenue loss per project will be off-set by an increase in the number of projects being submitted for permitting that may not have been pursued before with the higher fees. He stated that based on the economy today, the revenue loss could be up to \$30,000.

On motion of Councilmember Guilin, seconded by Councilmember Woolridge, and carried to adopt Resolution No. 1504-15.

Ms. Garcia read Ordinance No. 626-15 by title only.

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING TITLE III OF THE TOWN CODE ENTITLED ADMINISTRATION: SECTION 30.23 SPECIAL MEETINGS, AND SECTION 30.25 ORDER OF BUSINESS EFFECTIVE MAY 1, 2015. (First Reading of Ordinance No. 625-15)

Ms. Garcia, Deputy Town Manager/Town Clerk, stated that the ordinance is tied to the Rules of Procedure as well as the Invocation Policy. She stated that this ordinance will codify the Rules with the Code, with all changes effective May 1, 2015.

Councilmember Anderson inquired if the Rules of Procedure should speak to the order in which an Executive Session is called.

Ms. Garcia stated that the Rules of Procedure speak to regular meetings of the Council and that executive sessions are called when needed and are scheduled either before the regular meeting or at the end of a regular meeting based on who needs to attend the meeting.

Ms. Garcia read Ordinance No. 627-15 by title only.

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING TITLE III OF THE TOWN CODE ENTITLED ADMINISTRATION: SECTION 30.73 DATE OF ELECTIONS.

Ms. Garcia stated that based on the recent passing of the consolidation election law, the Town's election law needs to be modified to be consistent with the State law. She stated that primary elections will be held in the month of August and general elections will be held in the month of November when required. She stated that the ordinance does not require a first reading as it is a regulatory ordinance.

Mayor Rankin inquired if the Town has the ability to not follow the guidelines in the consolidation election law.

Ms. Garcia stated that charter cities are being allowed to set their own election dates; however, charter cities are required to have their voters vote on every charter amendment which is not required for a general law city, such as Florence. She stated

that general law cities are being required to be in compliance with the consolidation election law.

On motion of Councilmember Woolridge, seconded by Councilmember Hawkins, and carried to adopt Ordinance No. 627-15.

Ms. Garcia read Ordinance No. 628-15 by title only.

First reading of AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA AMENDING SECTIONS OF CHAPTER 32: TOWN ORGANIZATIONS. (First Reading of Ordinance No. 628-15)

Ms. Garcia stated that based on the work session that was held to discuss the Administrative Chapter of the Town Code; the following requested changes are being made:

- Add the Arts and Culture Commission to the list of Council appointments.
- Provides that no member of any board, commission or committee may concurrently serve on any other board, commission or committee of the municipality.
- Allows officers to serve more than two consecutive years. Removes the Florence Unified School District language for the Library Advisory Board.
- Appoints the Town Council as the Redevelopment Commission.
- The Parks and Recreation Advisory Board shall hold monthly meetings.

Discussion/Approval/Disapproval of the Town Council Argument to be placed in the 2015 Special Election Publicity Pamphlet.

Ms. Garcia stated that on May 19, 2015, the Town will hold a Special Election and per State Statute, the Town is required to prepare and publish a publicity pamphlet. She stated that the Town is required to submit a 200 word argument in favor of the proposition.

Mayor Rankin inquired how the pamphlet will be distributed.

Ms. Garcia stated that the pamphlet will be mailed to all registered voters on approximately April 23, 2015. She stated that an invitation to the public to submit an argument for or against the proposition was published in the paper.

On motion of Councilmember Anderson, seconded by Councilmember Guilin, and carried to approve the Town Council Argument to be placed in the 2015 Special Election Publicity Pamphlet.

MANAGER'S REPORT

Mr. Charles Montoya, Town Manager, stated that the legislative update of March 12, 2015 has been provided to Council.

Councilmember Anderson requested that Mr. Montoya highlight the report on the specific items that pertain to the Town as the report is lengthy.

CALL TO THE PUBLIC

There were no public comments.

CALL TO THE COUNCIL

Councilmember Guilin stated that Ms. Clara Jimenez passed away.

Vice-Mayor Walter thanked those in attendance who spoke on behalf of the concerns regarding the signs for the Library and Aquatic Centers.

Councilmember Hawkins requested that the topic of signs for the Library and Aquatic Centers be placed on the next Council agenda.

Mr. Montoya stated that he needed to contact Mr. Eckhoff to determine the current status of the signs to ensure the vendor has not moved forward with the previously approved layout. He stated he would contact Council directly to see if the topic can be redirected.

Mayor Rankin thanked Parks and Recreation for a very successful soccer season. He stated that he supports the recent decision of Council regarding the signs for the Library and Aquatic Centers. He stated that there are many meetings coming up to speak with the members of the community regarding the Special Election that is coming up in May. He encouraged all members of Council to attend as many meetings as possible.

ADJOURN TO EXECUTIVE SESSION

An Executive Session will be held during the Regular Council Meeting for legal matters pursuant to A.R.S. Section 38-431.03(A)(1) to review applications received for the position of Town Attorney and possible discussion of extending or modifying outside counsel contract.

On motion of Vice-Mayor Walter, seconded by Councilmember Hawkins, and carried to adjourn to Executive Session.

Vice-Mayor Walter recused herself from item 3 of the Executive Session, as she has a family member who is a firefighter.

ADJOURNMENT FROM EXECUTIVE SESSION

On motion of Councilmember Anderson, seconded by Councilmember Guilin, and carried to adjourn from Executive Session.

ADJOURNMENT

On motion of Councilmember Anderson, seconded by Councilmember Hawkins, and carried to adjourn the meeting at 8:50 pm.

Tom J. Rankin, Mayor

ATTEST:

Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on March 16, 2015, and that the meeting was duly called to order and that a quorum was present.

Lisa Garcia, Town Clerk

MINUTES OF THE FLORENCE TOWN COUNCIL SPECIAL MEETING HELD ON THURSDAY, MARCH 26, 2015, AT 5:00 P.M., IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

Mayor Rankin called the meeting to order at 5:15 p.m.

ROLL CALL

Present: Rankin, Walter, Woolridge, Montañó, Anderson
Absent: Hawkins, Guilin

ADJOURN TO EXECUTIVE SESSION: For the purpose of discussion of the public body, pursuant to A.R.S. 38-431.03(A)(1), to interview candidates for Town Attorney.

On Motion of Councilmember Montañó, seconded by Councilmember Anderson, and carried to adjourn to Executive Session.

5:15 pm	Alison Ferrante
6:15 pm	W. Kent Foree
7:15 pm	Biagio Gingo

ADJOURN FROM EXECUTIVE SESSION

On Motion of Councilmember Montañó, seconded by Vice-Mayor Walter, and carried to adjourn from Executive Session.

ADJOURNMENT

On motion of Councilmember Anderson, seconded by Councilmember Montañó, and carried to adjourn from the meeting at 8:27 p.m.

Tom J. Rankin, Mayor

ATTEST:

Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on March 26, 2015, and that the meeting was duly called to order and that a quorum was present.

Lisa Garcia, Town Clerk

MINUTES OF THE TOWN OF FLORENCE ARTS AND CULTURE COMMISSION HELD ON THURSDAY, MARCH 12, 2015 AT 6:00 P.M. IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER:

Chairman Celaya called the meeting to order at 6:00 pm

ROLL CALL:

Present: Celaya, Rankin, Cochran, Duncan, Hansen

PLEDGE OF ALLEGIANCE

Chairman Celaya led the Pledge of Allegiance

WELCOME AND INTRODUCTIONS

Chairman Celaya welcomed everyone to the meeting and asked that each member of the Commission introduce themselves and provide a brief statement regarding their background in the arts and culture environment.

Councilmember Hawkins stated that he was the Council liaison for the Commission. He stated that he does not participate in the business of the Commission but is here to observe and provide communication between the Council and the Commission.

Commissioner Rankin stated that she recently received her Associate's Degree in Fine Arts and has a great passion for the Arts.

Commissioner Cochran stated that she has lived in Florence for almost 7 years, has a Bachelor's of Fine Arts degree, and enjoys giving back to the community.

Commissioner Duncan stated she moved to Florence two years ago from New York. She stated that she has participated in the Arts participating in theater and playing music for the majority of her life and is looking forward to bringing the Arts to Florence.

Commissioner Hansen stated she grew up in a small town in Kansas where she learned that it takes everyone to make a town successful. She stated that she has a background in art, painting and working with glass. She has participated in leadership roles in several organizations and working with committees in other municipalities.

Ms. Jennifer Evans, Management Analyst, stated that she has been working in the Town of Florence for 14 years and has lived and worked around the Arts most of her life. She stated that she is the staff liaison for the Commission and looks forward to seeing what the Commission can accomplish.

Chairman Celaya stated that he was a former councilmember for 10 years and during that time he had the opportunity to visit the Town of Oro Valley who has a wonderful Arts program and felt the Town would benefit from a similar program. He stated after getting the support from

the Council, the Commission was developed and he looks forward to seeing what the Commission can do and to create a positive identity for the Town.

NEW BUSINESS

Discussion of the Commission's Duties

Ms. Evans provided the Commissioners with the Ordinance that created the Commission and reviewed the ordinance with them.

Chairman Celaya inquired as to when the Commission can elect a Vice-Chairman.

Ms. Evans stated that she will add the election of a Vice-Chairman to the next Commission agenda.

Discussion of the Public Arts Annual Plan

Ms. Evans stated that she attended a meeting at the Mesa Art Center which was a consortium of public art programs throughout the State. She stated that she was able to meet leaders from other municipalities and in particular she spoke with the Assistant Director of the Mesa Art Center who has offered to assist the Commission with any support he can provide. She also met with a representative from Gilbert who is involved with IN FLUX which is a program that installs temporary art exhibit in empty store fronts. She stated that the group is made up of many communities working together and they provide bus tours to each of the exhibits.

Ms. Evans stated that ASU College of Public Programs has exhibits twice a year and invites artists to display their work at the downtown Phoenix campus.

Ms. Evans stated that the Arizona Commission of the Arts has lost over \$1 million dollars in funding during the recent budget cuts at state level. She stated that the Arts programs throughout the State will be going through austere times as grant funding will be reduced over the next one to two years. She stated that she does believe there will be opportunities to partner with the Arizona Commission of the Arts but funding will be more competitive.

Ms. Evans stated the Commission is not just Art but Culture. She stated that the Town has previously worked with Arizona Humanities Council who offers grant funding and programs to participate in as the opportunity arises.

Chairman Celaya stated that the Town of Oro Valley has a website where they catalog their art and provide locations throughout the Town where the art can be viewed or even do a virtual tour. He stated that Oro Valley has many of their art pieces displayed in the open, in front of stores and business.

Commissioner Cochran stated that the Commission is just starting and has no funds as of yet. She recommended that the Commission work with organizations such as the Humanities Council whose services are fee. She stated that the Commission needs to determine what types of art they are interested in and what statement is desired with the art. She stated that the Town has artifacts that could be integrated with current art styles requiring very little to no funding. She stated that she would like to see a strong communication plan to ensure all

members of the community and surrounding communities know about events, shows and displays.

Commissioner Duncan stated that she believes the Commission needs to develop a list of venues for events and coordinate activities with other events happening in Town. She stated that by piggy-backing with other well established events, the Commission will have the opportunity to tap into those participants and start developing a following for the Commission's activities.

Chairman Celaya stated that he thinks there might be some potential in utilizing the store fronts on Main Street and the new Library facility. He inquired as to what type of art the Commission would want to display. He stated there are many kinds of art; school, community and professional and what type of selection process will the Commission have to ensure everyone has an opportunity to participate.

Commissioner Hansen stated that she participated in an art show where participants paid a fee and submitted 3 pieces of art and a judge selected which pieces that would be displayed. She stated that all pieces were required to be for sale and the organization received a portion of the sales. She stated it was a money maker for the municipality organization and it was an opportunity for the municipality to build its art collection. She stated in the beginning, artists would win ribbons for their work which later turned into monetary rewards as the event grew.

Commissioner Rankin stated she also agreed that the Commission needs to set criteria for the art that will be displayed. She stated that regular shows, competitions and theatrical events would be appropriate based on criteria set by the Commission.

Ms. Evans stated that in the packet of information provided to the members of the Commission are guidelines Cities and Towns throughout the State providing parameters and review criteria that can be utilized to develop the Commissions guidelines at a future meeting.

Chairman Celaya reviewed a list of items he felt the Commission needs to do in the upcoming meetings:

- Set up a 501(c)3 and a Commission bank account to accept donation and funding.
- Visit other community Arts and Culture programs and learn about challenges and successes they experienced when they started.
- Develop a mission statement that reflects the purpose of the Commission.
- Develop short term and long term goals.
- Develop criteria for the different types of art that will be displayed or performed under the Commission's program.
- Develop a network of resident contacts, schools and colleges.
- Develop a network of commercial businesses; art suppliers and art supporters.
- Develop a sponsorship program for public and private groups while staying politically neutral.
- Develop a trademark, logo or icon for the Commission denoting the Florence Arts and Culture program.

Chairman Celaya read a mission statement that he had written encouraging Commissioners to make suggestions for additions or changes. The statement read as follows:

Florence Arts and Culture Commission enhances community quality of life by cultivating artistic and cultural awareness within the greater Florence community.

Councilmember Hawkins stated that he would recommend the Holiday Inn Express and the Windmill Winery as possible locations for programs and events.

Commissioner Hansen stated that she is aware of an art show that was held at the Holiday Inn Express and though the manager was very helpful and energetic, there were security issues at the event as they had a theft of art during the show.

Commissioner Duncan stated that the conference room at Fire Station #2 would be a possible venue.

Commissioner Cochran stated that the recently remodeled courthouse would be a beautiful location for a showing as the personality of the building is perfect for displaying art.

Chairman Celaya stated if the Commission can create a working relationship with the County it would be a good partnership.

Commissioner Duncan stated that she was involved in a project at a college where they displayed art of the students and faculty in locking display cabinets.

Commissioner Hansen stated that the Florence Woman's Club has easels they use to display items so they do not make holes or damage walls while hanging a piece of art.

Chairman Celaya inquired if there was a time requirement that art needs to be available to the public.

Ms. Evans stated there is no mandate to the number of hours a piece of art needs to be available to the public. She recommended that when looking at locations for art throughout the Town, that the opportunity for the general public to view the art be taken into consideration.

Commissioner Cochran stated there are many events held throughout the year that would be ideal for showings and events.

Chairman Celaya stated that art work does not necessary need to be purchased by the Town but business owners could participate on their own where the Commission would promote the business by advertising the art that is on display at their business.

Commissioner Cochran inquired as to the best way is to share ideas with other on the Commission outside a meeting?

Chairman Celaya stated that he would recommend that the information be provided to Ms. Evans to distribute to all members.

Commissioner Duncan stated that the Commission can utilize social media to have events, pageants or competitions that would be finalized through a ticketed event.

Ms. Evans stated that the Town of Florence is working with Country Thunder to have a pre-event called The Road to Country Thunder which is an event that started on social media where bands submitted performances in a battle of the band environment. She stated that 13 bands have submitted videos and the website has over 900 likes. She stated the support and response to the event has been great as it promotes the Town of Florence and Country Thunder and is very similar to what Commissioner Duncan presented.

Commissioner Hansen recommended having a table at the Art Walk during Country Thunder to promote the Commission and accept donation and suggestion.

Ms. Evans stated she would look into the opportunity to have a table at the Art walk and if the Commission can accept donations prior to having a 501(c)3 set up.

Commissioner Hansen stated that she would like the Commission to focus on a Facebook page while a website is being developed.

Ms. Evans stated that she will work with the PIO for the Town as the Town's social media policy will apply and they will provide direction to the Commission.

Commissioner Cochran inquired how the Commission will communicate with those who do not utilize electronic communication. She recommended posting flyers at various communities and businesses.

Ms. Evans stated that when the Commission moves forward and starts to plan events, a marketing plan will be developed spelling out how to best communicate event information.

Chairman Celaya stated at the next meeting a review can be done to denote items that will be easily accomplished with minimal funding and those which will take more effort and more funding. He stated that prior to leaving Council, they were considering an art piece for the new facility.

Councilmember Hawkins stated that the current year budget has \$100,000 budgeted for art for the new Library facility.

Discussion/Approval/Disapproval of Scheduling an Additional Planning Meeting in March

On motion of Commissioner Cochran, seconded by Commissioner Hansen, and carried to approve staff to coordinate an additional meeting in March 2015.

CALL TO THE PUBLIC/COMMISSION RESPONSE

Call to the Public for Comment is limited to issues within the jurisdiction of the Town of Florence Arts and Culture Commission. Individual commission members may respond to criticism made by those commenting, may ask the staff liaison to review a matter raised, or may ask that a matter be placed on future agenda.

Ms. Ruth Harrison, Florence resident, stated that McFarland and Padilla parks would be good venues for art shows. She also stated that communities hold open-air art sessions where artists come and paint together in the public where people can come and watch them create.

Ms. Harrison stated that the Cosmopolitan Window on the Arts is located in a building on Main Street next to the laundromat. She stated that she made arrangements with the owner to display local art in the front window. The first showing was from the kids at the Head Start program which was very successful. She recommended a vertical garden for the new Library facility.

CALL TO THE COMMISSION

Commissioner Cochran requested that the draft mission statement be provided in the informational packet that Ms. Evans distributes before next week.

Commissioner Hansen stated that she would like to see the children of the community to make tiles for the new Library.

Chairman Celaya thanked everyone for taking part in the Commission and looks forward to seeing the great ideas come to fruition.

ADJOURNMENT

On motion of Commissioner Rankin, seconded by Commissioner Duncan, and carried to adjourn the meeting at 7:20 pm.

Approved:



Tom Celaya, Chairman

**TOWN OF FLORENCE
HISTORIC DISTRICT ADVISORY COMMISSION
REGULAR MEETING MINUTES**

REGULAR MEETING OF THE HISTORIC DISTRICT ADVISORY COMMISSION OF THE TOWN OF FLORENCE HELD WEDNESDAY, JANUARY 28, 2015, AT 6:00 PM, IN THE CHAMBERS OF TOWN HALL, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

Chair Wheeler called the meeting to order at 6:00 pm.

ROLL CALL

Present: Chair Wheeler, Vice-Chair Adam, Commissioner Smith, Commissioner Reid, Commissioner Cochran, Commissioner Novotny

PLEDGE OF ALLEGIANCE

Chair Wheeler led the Pledge of Allegiance.

DISCUSSION/APPROVAL/DISAPPROVAL of the minutes of the special meeting conducted on November 19, 2014.

On motion of Commissioner Reid, seconded by Commissioner Smith, and carried to approve the minutes, with corrections, of the special meeting conducted on November 19, 2014.

NEW BUSINESS

CASE HDAC-01-15-DR (RITTER LAW GROUP SIGN)

DISCUSSION/APPROVAL/DISAPPROVAL of a Design Review signage application for the "Ritter Law Group" signage establishment located at 250 North Main Street in Florence, Arizona.

Heath Reed, Town Planner, stated that this historic commercial building was built between 1886 and 1889 as a flat roof adobe structure. This building is one of the few remaining examples of the adobe-walled regional/vernacular wood support earth-roofed Sonoran or Spanish Colonial architectural tradition still standing on Main Street. The building has been utilized for commercial uses over the years. This property is zoned Downtown Commercial (DC) which allows professional office use.

The applicant recently remodeled and restored the interior of a former residence into an office and relocated his law office that was located at 592 North Pinal Parkway (State Route 79) for the past 20 years. The applicant removed the wall sign from his last building and located it on his new office at 250 North Main Street.

The owner has met with staff and submitted an application for Design Review for signage. The wall sign is currently located on the front of the building and above the awning facing Main Street. The subject sign currently measures at 2' x 3'. The sign contains a black metal casing with white lettering. The existing sign is in conformance with Town Codes (Section 150.107 Wall Signage).

The subject sign has a plain font with a common classic sign design that is used in the legal industry. However, the font style does not match the district's font guidelines. The applicant has used this sign for almost two decades at his former office location. The font is legible and easy to read with a color comparison that is not intrusive or loud. The colors provide significant contrast between the background of the sign and the letters. Staff notes that the design of the sign does not clash with current signs within the area.

Staff found that this request was in compliance with applicable Town Codes, but did not meet the font recommendation of the Florence Townsite Historic District Preservation Design Guidelines. Therefore, staff presented to the Historic District Advisory Commission the Design Review application for HDAC-01-15-DR for approval or disapproval, subject to the following conditions:

1. Signage shall conform to the exhibits presented on January 28, 2015.
2. Design Review approval shall expire in one (1) year from this approval (January 28, 2015) if a building permit is not issued for the subject site/project within said period.
3. Signage shall comply with all applicable Town Codes, including all applicable building, fire and engineering codes. The existing sign will require a building permit from the Community Development Department.
4. All future signage shall come before the Historic District Advisory Commission for approval before any signs be erected.

Commission inquired if there would be one sign on one side of the building, which was confirmed. The Commissioners also stated that they would like to have an amendment made stating if in the future there is additional signage, the Commission would like to see said signage prior to the installation.

On motion of Commissioner Cochran, seconded by Commissioner Smith and carried to approve the proposed signage application for the "Ritter Law Group" located at 250 North Main Street, Florence, Arizona with an amendment.

OLD BUSINESS

CASE HDAC-02-14-D (CUEN BUILDING)

DISCUSSION/APPROVAL/DISAPPROVAL of The Town of Florence request that a demolition of the Cuen Building move forward and be approved by the Historic District Advisory Commission located at 145 N. Main Street Florence, AZ 85132.

Gilbert Olgin, Senior Town Planner, stated on October 7, 2013, the Mayor and Town Council of the Town of Florence accepted the donation of the Cuen building from Langley Momentum Historical, LLC.

As initially constructed, the building was L-shaped, with two one room wide wings. The building interior was extensively remodeled in 1910 for use as Florence's first telephone central office. For the past few decades, the building has been unoccupied and continually deteriorating.

Unfortunately, multiple penetrations into the building have allowed the elements to accelerate deterioration (bricks, plaster, adobe, etc.) and permitted pigeons to roost in the building. The north wall, roof and chimney cannot be saved. The building is gutted inside. Beyond structural concerns, these conditions present aesthetic and other issues that are repeatedly noted by downtown visitors and patrons of the Fitness Center.

Over the past seven years, a few improvements have been made to stabilize the structure on an interim basis. A recent external and internal assessment of the facility with Town staff and Swan Architects confirmed that prompt action needs to be taken to demolish, rehabilitate or re-construct the subject building.

Staff contends unless Town Council is able to allocate funds for the immediate stabilization of the building within the current fiscal year, then demolition may be the only option.

On February 3, 2014, the Mayor and Town Council (property owners) motioned to proceed to send a recommendation to the Historic District Advisory Commission supporting the demolition of the Cuen building. On February 26, 2014, HDAC carried to deny the demolition permit by the Town of Florence for the Cuen building with a grace period of 180 days.

With recent failed attempts to auction the building and secure donations; the Cuen building may pose a public safety hazard. Staff moves to forward the recommendation from Town Council to demolish the Cuen Building for the health and safety of the public.

Staff finds that the request is in compliance with applicable Town Codes and policies and staffs hereby presents to the Historic District Advisory Commission the demolition permit of the Cuen Building, case HDAC-02-14-D.

There was discussion regarding two applicants that came forward to possibly purchase the building, however, the applicants were not successful in the purchase of the subject building.

Commission and staff discussed the possibility of utilizing the Adaptive Reuse Program for the two interested parties, however it was explained that the majority of the expense is going to be in stabilizing and rehabilitating the property.

Staff stated if demolition is completed, there are plans for possibly a pocket park, benches, trees, granites, play park, something that would improve the aesthetics of the corner.

Commissioners were in agreement that if demolition occurred they would like as many materials as possible to be salvaged from the original building, such as brick and the skylight.

Commission would like to know what plan Town Council has to keep something similar to this situation from happening again in the future, citing that an owner of any business on Main Street could allow their building to fall into such a state of disarray that it is a danger to the public and cost prohibitive to rehabilitate the property.

The safety of Home Tour attendees was discussed along with the possibility of erecting a barrier around the building to aid in public safety.

On motion of Chairwoman Wheeler, seconded by Commissioner Cochran and carried to regretfully approve the demolition of the Cuen Building.

STAFF REPORT

PRESENTATION of the Gila Valley "Florence" Masonic Lodge windows.

Heath Reed, Town Planner, stated the Town has many tools to facilitate redevelopment and encourage new development within the core area of Town where smaller lots, older structures and various nonconforming situations can present challenges. These tools help to merge the need to preserve the past while understanding the necessity of moving forward and adapting to ongoing market changes. These tools include, but are not limited to, the: Downtown Commercial (DC) Zoning District; Downtown Redevelopment Plan; Town Core Infill Incentive Plan; and Adaptive Reuse Program.

When a situation recently arose on a downtown property within the Florence Townsite Historic District, staff recognized the need to use our resources to help property owners within the Town Core area.

The Gila Valley "Florence" Masonic Lodge has been located within the Town for many years. Currently the building has two occupants. The Lodge occupies offices and lodge center in the second floor while the first floor has remained medical and professional office spaces. Current windows are wooden sash, double-hung 8/8 windows. The existing windows did not allow for opening and allowed significant heat gain in the building. The windows were also falling apart due to their age in addition.

The property owner has replaced the windows with identical windows (8/8 double-hung windows) that will allow for the users to open and close the windows. The new windows will reflect 76% of infrared light and will reduce solar heat gain, minimize interior glare and lowers inside glass temperature, saving energy.

Town staff has applied the Town of Florence Adaptive Reuse Program to this item, which was adopted by the Town Council in 2014. Within the program, it states; (Pg. 4, ARP)

"PERMITS

The Town will waive building permit requirements for the following within the Adaptive Reuse Program area: All cosmetic improvements (flooring, paint, etc.); replacement of like equipment involving no new electrical/plumbing/gas work; changing of existing doors or windows with like doors and windows; changing of light fixtures with like fixtures; and/or any work that is expressly not subject to plan reviews and permitting per any adopted Town codes.

However, visible exterior improvements within a property located within the Historic District shall remain subject to the Town's Design Review procedures. Furthermore, it shall be the responsibility of the property owners, businesses, developers, building owners, contractors, etc. to ensure that all work is performed to applicable codes. If this work is part of a larger project requiring permitting, these improvements shall be included on such plans. It is also noted that this Adaptive Reuse Program cannot override the requirements of external agencies and applicable business license requirements."

Investment into the core areas by property owners helps a defined area retain or improve its character. Staff contends that the granting of this request encourages investment within the Town Core as owners are seeking to rehabilitate historic and non-historic structures within the core. Furthermore, the property owner's desire to reinvest into the building and maintain the building is a positive for the District.

No motion required. This item is for presentation purposes only.

CALL TO THE PUBLIC/COMMISSION RESPONSE

Call to the Public for Comment is limited to issues within the jurisdiction of the Town of Florence Historic District Advisory Commission. Individual Commission members may respond to criticism made by those commenting, may ask staff liaison to review a matter raised, or may ask that a matter be put on a future agenda.

Ruth Harrison, a Florence resident, stated at the Parks and Rec Commission meeting she brought up the point that many of the windows on Main Street would look better if they were cleaned prior to the Home Tour. Mr. Nixon told Ms. Harrison that he would bring the suggestion up to the committee to see if they can become involved. She also stated that the Brunenkant Building had some leakage on the east side, one story portion of the building that faces 8th Street. She stated that she brought it to the attention of staff who escalated it to Carroll Michael who responded by stating that one of the containers holding the water on the side of the building as it comes off of the roof is too small and another container was added. A blockage in the pipe was also found which allowed water to flow off of the roof. This item was repaired. He also told her that due to that side of the building not receiving a lot of sunlight, it would take awhile for the water to dry up. Ms. Harrison would like the Commission to keep an eye on the building and make sure that the water damage does not become permanent.

Ms. Harrison continued that after the Town Council meeting she spoke with George Johnson and explained the history of the Cuen Building. She advised him that he could be in a position to do something great for the Town. She stated that Mr. Johnson returned her call approximately one week later and explained to her that he was not in a position to become involved with the Cuen Building. Ms. Harrison would like to potentially see a small steel building replace the building that is already there and have the bricks and adobe from the Cuen Building used as a façade over a stronger steel structure. She proposed making this a Town project.

CALL TO THE COMMISSION

Commissioner Cochran stated that she is resigning from the Historic District Advisory Commission and that it will probably be announced at the next Town Council meeting. She was hopeful to remain on this Commission as well as serve on another Commission, however, Mayor Rankin would prefer people to serve on one Commission only.

Commissioner Smith inquired if there is anything the Town can do regarding out of town landowners that own buildings Downtown and do not keep them maintained.

Commissioner Adam brought up that the Silver King sign may have been damaged either by dirt or heat. She would like to know if anything can be done to make it look better.

Commissioners also stated that the dental sign as well as the saloon building sign are in need of repair.

ADJOURNMENT

Chair Wheeler adjourned the meeting at 6:45 pm.

X Betty Wheeler
Chair Wheeler

FLORENCE COMMUNITY LIBRARY
Joint-Use Library Advisory Board
1000 S. Willow St. / P. O. Box 985
Florence, AZ 85132

Minutes

Regular Meeting

February 18, 2015 – 6:00 p.m.

1. The meeting was called to order at 6:00 pm by Chairperson Kollert.
2. Members present were: Sheree Berger, Kamian Harmon, Talma Harmon, Eugene Horan, Denise Kollert, Trudy Kelm, Vallarie Woolridge and Rosemary Bebris
Members absent were: Dr. Amy Fuller and Thad Gates
3. A motion was made by Member Horan, seconded by Member Berger, and carried to approve the December 17, 2014 minutes.
4. The Library Director's report included the following:
 - Library staff received training on Caselle, the Town's financial software. Gloria Moreno, Office Assistant, received additional training on February 18th.
 - Part-time staff received additional training from PCLD staff on the library's virtual resources, including databases and the 3M Cloud Library.
 - Rose Bebris attended "Connecting with Mobile Learning" offered by the Arizona State Library on January 15th.
 - Jasper Halt attended an AzLA Leadership meeting on January 16th.
 - Rose Bebris attended "Making a Difference with Community Engagement" offered by the Arizona State Library on January 23rd.
 - Jasper Halt attended an AzLA Annual Conference Kickoff meeting on January 28th. Jasper is Co-Chair of the 2015 AzLA Annual Conference.
 - Rose Bebris attended "The Library in the 21st Century" offered by the Arizona Library Association and Syracuse University on February 4th.
 - A grant application was submitted to The Eisner Foundation for a series of graphic novel workshops to take place during the FUSD's 2015-2016 Intersessions.
 - Library staff is partnering with the Emerging Technology Librarian at the Pinal County Library District on a County-wide grant application to the State Library for digital conversion equipment, such as VHS-to-DVD, cassette-to-MP3, and photo

scanners. If the application is successful, the equipment will be a nice addition to the new library's technology programming room and a wonderful resource for Florence residents. We receive many requests for this type of equipment.

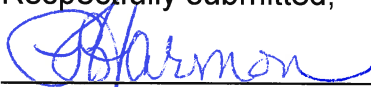
5. Ms. Rosemary Bebris, Library Director, provided an update on the new library facility. Construction meetings regarding the new library continue with Low Mountain Construction, Inc. The facility is on track for a July 22, 2015 completion date.

6. Ms. Rosemary Bebris, Library Director, explained that a number of policies will need to be updated when the library moves into the new facility this summer. For example, the Wireless Internet Access policy currently prohibits patrons from plugging individual devices into wall outlets, but the new facility is designed with just such a purpose in mind. Ms. Bebris discussed the possibility of reviewing all policies at one time versus reviewing the policies in small batches over several meetings. The consensus of the Board was to review the policies in small batches.

7. The next meeting was scheduled for March 18, 2015.

8. A motion was made by Member Horan, seconded by Member Talma Harmon, and carried to adjourn the meeting at 6:16 pm.

Respectfully submitted,



Talma Harmon, Secretary

Approved,



Denise Kollert, Chairperson

**TOWN OF FLORENCE
PLANNING AND ZONING COMMISSION
REGULAR MEETING MINUTES**

REGULAR MEETING OF THE TOWN OF FLORENCE PLANNING AND ZONING COMMISSION HELD THURSDAY, JANUARY 15, 2015 AT 6:00 PM AT TOWN HALL COUNCIL CHAMBERS LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

Vice-Chair Putrick called the meeting to order at 6:00 pm.

ROLL CALL:

Present: Vice-Chair Putrick, Commissioner Petty, Commissioner Pranzo, and Commissioner Fenstermaker.

Absent: Commissioner Garcia

PLEDGE OF ALLEGIANCE

Vice-Chair Putrick led the Pledge of Allegiance.

DISCUSSION/APPROVAL/DISAPPROVAL of the minutes of the regular meeting conducted on December 18, 2014.

On motion of Commissioner Pranzo, seconded by Commissioner Petty, and carried to approve the regular meeting minutes conducted on December 18, 2014 with corrections.

ELECTION FOR PLANNING AND ZONING COMMISSION CHAIRMAN

Elections were postponed to the next scheduled Planning and Zoning Commission Meeting.

NEW BUSINESS

**CASE PZC-06-15-INF
INFILL INCENTIVE PLAN**

PRESENTATION/DISCUSSION/RECOMMENDATION of a request by the Town of Florence on behalf of the Parcel Owner to utilize the Town Core Infill Incentive Plan to approve the following deviations from Town Codes on Pinal County Assessor Parcel Number 202-07-0890:

- The two existing homes on the Single-Family Residential (R1-6) zoned parcel shall be considered a permissible and legal use;
- Each of the two homes shall be permitted to have their own (separate) connections for utilities (electricity, water, sewer, etc.); and
- Existing nonconformities related to lot size and setbacks shall be grandfathered, subject to meeting applicable building and fire codes.

Gilbert Olgin, Senior Town Planner, stated the Town has many tools to facilitate redevelopment and encourage new development within the core area of Town where smaller lots, older structures and various nonconforming situations can present challenges. These tools help to merge the need to preserve the past while understanding the necessity of moving forward and adapting to ongoing market changes. These tools include, but are not limited to, the: Downtown Commercial (DC) Zoning District; Downtown Redevelopment Plan; Town Core Infill Incentive Plan; and Adaptive Reuse Program.

When a situation recently arose on a downtown property with two potentially historic nonconforming homes (though not in the Florence Town Site Historic District or Historic Register) on a single lot, staff recognized the need to use our resources to help these homes to be rehabilitated and occupied. Likely built on two separate lots or perhaps one home was once an accessory structure to the larger home, over time the lots were merged into one parcel and both homes were individually occupied, though with partially shared utility accounts. It was primarily the need to bring separate utilities to each home and to correct the confusing addresses on the homes that brought the new owner to the Town seeking solutions to remedy the nonconforming situations on the subject parcel.

Property owners Rodney Rhodes and Jaclyn Wright acquired these two homes late last year. The subject site is approximately .29 acres in size and is zoned Single-Family Residential (R1-6). The older home on the parcel was built around 1914 and is approximately 672 square feet in size. The second home on the north side of the lot was built later, perhaps around the late sixties or early seventies, and is only the size of a studio apartment. It appears that both properties have long been utilized as rental properties.

The main issue at hand is that current codes only allow one main residence per 6,000 square foot lot in the R1-6 Zoning District. The subject lot is too small to be rezoned to allow two homes on one lot. The lot is also too small to split to allow for each home to exist on a single lot. Such strategy would also exacerbate setback nonconformities.

It would be difficult to support variances to rectify this situation as a variance cannot be granted for a deviation in use and the nonconformities were created by past owners and not unique or natural circumstances. This is where the Town Core Infill

Incentive Plan comes into play. The intent of the Infill Incentive District Plan is to encourage new investment and to help a defined area retain or improve its character. Staff contends that the granting of this request would encourage investment within the Infill Incentive District as the new owners are seeking to rehabilitate both structures for residential occupancies. Furthermore, approval of this request, combined with the owner's investment helps to preserve two potentially historic homes, reduce vacancy rates within the core of Florence and hopefully will stimulate new investment in the area.

Public hearings are not required for this case, but this case has been placed on the agendas of the Planning and Zoning Commission and Town Council and said agendas have been lawfully posted.

Staff presented the following findings for the consideration of the Planning and Zoning Commission and Town Council:

1. The Town Core Infill Incentive Plan was lawfully adopted and the District created under the rules and guidelines established by the State of Arizona.
2. The Town Core Infill Incentive Plan seeks to help remedy situations within the Infill Incentive District pertaining to: undeveloped lots; vacant structures; obsolete/inappropriate parcel sizes; and relatively lower investment activity.
3. The subject parcel is within the Infill Incentive District and the conditions and circumstances applicable to this parcel support this request.
4. New addresses have been issued for the two homes to correspond to adopted addressing guidelines necessary for improved delivery of public services.

Based on the findings established for this case, staff recommended that the Planning and Zoning Commission send the Town Council a favorable recommendation for this case.

The issue concerning non-conformance of the property was discussed between Commission members, staff, and the applicant. The applicant stated he asked the realtor if there would be any issues with either residence being rented out or with the applicant living in one residence and renting the other. According to the applicant he was never informed that the property was out of conformance.

Commission was concerned regarding whether the property was going to be the applicant's primary residence. The applicant confirmed that his plan would be for at least one of the structures to be his primary residence.

Staff discussed that the Town Infill Incentive Plan was previously adopted, however there has not been a carry through situation that has utilized the program. Many programs have been adopted for the downtown area to help

properties and owners. It is priority to do everything the Town can to get undeveloped lots developed, to have non conformities resolved, and to have unoccupied structures occupied.

It was discussed that during the time when the structures were created there was no Certificate of Occupancy issued, however the applicant is currently going through the process of having all improvements permitted.

Staff discussed and confirmed that this Infill program also applies to commercial properties.

It was also mentioned that the smaller building is stick built and both homes have been located where they are for upwards of 40 years.

On motion of Commissioner Petty, seconded by Commissioner Pranzo, and carried to forward a favorable recommendation to Town Council.

WORK SESSION/PRESENTATION REGARDING ANTHEM AT MERRILL RANCH COMMUNITY AS AN UPDATE ON DEVELOPMENT ACTIVITIES FROM PULTE GROUP, INC.

Dan Bonow of Pulte Group, Inc. presented the history, present information concerning new homes, roadways and ingress/egress, and future plans for the continued development of Anthem at Merrill Ranch Community and the Merrill Ranch Planned Unit Development.

The Commission had multiple questions regarding circulation, safety, phasing, and signage, which Mr. Bonow answered sufficiently.

CASE PZC-08-15-DR ANTHEM AT MERRILL RANCH 3500 SERIES

PRESENTATION/APPROVAL/DISAPPROVAL an application for Design Review for Pulte Group, Inc./Anthem at Merrill Ranch Parkside located at Hunt Highway and Merrill Ranch Parkway Florence, Arizona.

Heath Reed, Town Planner, stated the Anthem at Merrill Ranch Parkside community is located south of Merrill Ranch Parkway and east of Hunt Highway. Pulte Homes repositioned the Anthem at Merrill Ranch Parkside models at the end of 2011 with new housing product that has been highly successful. In addition to the last model update, Pulte desires to add other product options into the community to respond to market demands.

The applicant's intent of adding new product is to react to the changing housing market by providing more affordable options to the homebuyers. Pulte Homes has carefully addressed staff concerns by incorporating innovative design

product that incorporates desirable features while providing diversity to elevation styles, colors palettes, architectural detail, stone accents and entry features.

There will be six new plans offered and infused into the new section of Anthem at Merrill Ranch Parkside. The new models at Parkside Anthem have been designed as a result of extensive consumer research trends and will showcase the latest floor plan designs. The elevations will have three distinct styles, but blend into the existing community.

Pulte is offering three single story homes, along with three two-story homes in this series. The new homes will range from 1,404 to 2,460 square feet. The models will include many designer features as standard offerings such as 9' plate heights on the first floor, varied roof lines, mixed garage door styles and standard covered patios. The elevation styles are compatible with the existing product.

The new elevations presented have a large variety of one and two story products. Each elevation style shall incorporate the following:

The same plan elevation will not be allowed to be built next to or across the street from each other.

No side elevations that have less than two windows will be allowed to face the street on a corner lot.

Window pop out details will be built on all four sides of all homes.

Contrasting paint colors on all window pop out details on all front, side and rear elevations.

Four sided paint colors will be used per the already approved color palette schedule from the existing series.

Window Mullion Patterns that varies per elevation style on all front elevations.

Standard Covered Rear Patios will be built on all homes. Patio columns will be stucco clad.

Standard Garage Coach Light over the address plate and Standard Coach light(s) at the entry to match existing series.

Stucco recesses, color blocking, and multiple roof tiles where appropriate.

All plans will provide three elevation styles:
Spanish 'A', Italianate 'B' and Desert Prairie 'C'

Elevation A - Spanish

- Smooth stucco barge
- Shutters
- Concrete S-tile
- Decorative vents
- Standard covered patios
- Architectural elements that reflect the style
- Coach light standard

Elevation B -

Italianate

- Corbels
- Shutters
- Concrete S-tile
- Wrought Iron details
- Standard covered patios
- Decorative vents
- Coach light standard

Elevation C -

Desert prairie

- Pop out bands
- Stone Veneer standard
- Concrete flat-tile
- Wrought Iron details
- Standard covered patios
- Decorative vents
- Coach light standard

The landscape plans for each home features a relatively arid desert palette coordinated for compatibility with the approved plant palette for Anthem at Merrill ranch and conformance with Town Code. Materials, design and plant selection have been designed for compatibility with the architectural theme established for Anthem at Merrill Ranch.

A Home Owners' Association (HOA) has been established for the maintenance, landscaping, improvements and preservation of all common areas and open space areas and landscaping within the rights-of-way. Staff contends that after careful review of this Design Review submittal that the end result will transpire a diversity of choice in potential homes for the consumer within the Anthem community.

The 3500 Series conforms to the Design Guidelines within the Anthem at Merrill Ranch PUD (Architectural Design Guidelines).

The applicant has provided a variety of elevations and product selections.

The proposed product conforms to multiple plats and lot sizes.

A homeowner's association has been established in the area to maintain all common areas.

Staff found that the request was in compliance with Town Codes and is in keeping with Design Review character established for the Anthem at Merrill Ranch. Therefore, staff recommended approval of the Design Review for PZC-08-15-DR, subject to the following conditions:

1. Construction of the projects shall conform to the exhibits presented on January 15, 2015, as may be amended by the conditions of approval.
2. Project to comply with all applicable Town Codes, including all applicable planning, building, fire and engineering requirements.
3. Pulte Homes will not allow the same plan elevation to be placed next to or across from each other.
4. Contrasting paint colors on all window pop out details on all front elevations.
5. Pulte Homes will provide a coach light next to the front door on all plans.
6. Color blocking or color massing, such as that indicated in the color streetscape exhibits in the Design Review Book, shall be used for all homes.

The Commission inquired if the applicant was aware of and in agreement with the noted conditions, to which the applicant stated that they are aware of the conditions and are in agreement with the conditions.

On motion of Commissioner Petty, seconded by Commissioner Pranzo and carried to approve a Design Review application for Pulte Group, Inc. Anthem at Merrill Ranch 3500 Series.

**CASE PZC-03-15-PP
ANTHEM AT MERRILL RANCH UNIT 53**

PRESENTATION/APPROVAL/DISAPPROVAL of a Preliminary Plat application for Merrill Ranch Unit 53 submitted by Pulte Group, Inc. The subject site is approximately 41 acres in size and is located south of Merrill Ranch Parkway and west of Felix Road, Florence, Arizona 85132.

Heath Reed, Town Planner, stated that unit 53 is located in the Merrill Ranch Planned Unit Development located south of the Anthem at Merrill Ranch Parkside Community Park, at the southwest intersection of American Way and Constitution Way. This plat came to the Planning and Zoning Commission and

received approval on June 27, 2013 (Case PZC-04-13-PP). The applicant is bringing this case before the commission again as they have made some minor changes to the lot configuration for new housing product that will coincide with Case PZC-08-15-DR.

The Preliminary Plat for Unit 53 includes one hundred seventy-two (172) single-family residential lots with three points of ingress/egress into the subdivision. Each access point will connect with other external roadways. The north access point will connect with American Way. The east access point will connect with Constitutional Way while the south access point will connect to a future roadway.

The typical lot varies between 45'x115' (5,175 SF) and 65'x115' (7,475 SF). Lot sizes will range between 5,151 SF to 16,954 SF due to unit configuration. The proposed density of this subdivision is 4.1 dwelling units per acre. This subdivision expands the current and planned network of green belts and walking trails for Anthem at Merrill Ranch with 8.4 acres dedicated to open space within the community. The zoning for this Preliminary Plat is PUD (R-1), Planned Unit Development (Single-Family Residential) and complies with said zoning.

The Preliminary Plat is in conformance with all zoning codes within the Merrill Ranch Planned Unit Development (PUD).

The Preliminary Plat has three points of access into the community.

The Preliminary Plat meets the density and open space requirements of the Merrill Ranch PUD.

Staff recommended that the Planning and Zoning Commission approve the Preliminary Plat Unit 53 for Pulte Group Inc. subject to the noted conditions of approval.

1. Development of subdivision shall comply with all applicable Town codes, including all applicable planning, building, fire and engineering requirements.
2. The applicant shall address any final comments on the Preliminary Plat by the Town Engineer prior to the Final Plat going to Town Council.
3. Developer/property owner responsible for all applicable street dedications and improvements at the time the subdivision is developed, except as otherwise approved by the Town of Florence.
4. Final plans for right-of-way and easement dedications and/or abandonments, that may be provided for via the Final Plat or other means, are subject to the review and approval of the Town Engineer.

5. Final street names for the Final Plat are subject to review and approval of the GIS Coordinator.
6. Constitution Way will be extended southward to Candlewood Way for a second access point into Unit 53.

The Commission inquired if the applicant was aware of and in agreement with the noted conditions, to which the applicant stated that they are aware of the conditions and are in agreement with the conditions.

On motion of Commissioner Petty, seconded by Commissioner Pranzo and carried to approve a Preliminary Plat application for Anthem at Merrill Ranch.

CALL TO THE PUBLIC/ COMMISSION RESPONSE:

Call to the Public for public comment on issues within the jurisdiction of the Planning and Zoning Commission. Individual Commission members may respond to criticisms made, may ask staff to review a matter raised or may ask that a matter be put on a future agenda.


No public comments.

CALL TO THE COMMISSION:

Vice-Chair Putrick wished Mr. Costa well. Commissioner Fenstermaker thanked the Town Council for appointing him to the Commission.

ADJOURNMENT

Vice-Chair Putrick adjourned the meeting at 7:24 pm.

X 

Vice-Chair Putrick

**TOWN OF FLORENCE
PLANNING AND ZONING COMMISSION
REGULAR MEETING MINUTES**

REGULAR MEETING OF THE TOWN OF FLORENCE PLANNING AND ZONING COMMISSION HELD THURSDAY, FEBRUARY 5, 2015 AT 6:00 PM AT TOWN HALL COUNCIL CHAMBERS LOCATED AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

Vice-Chair Putrick called the meeting to order at 6:00 pm.

ROLL CALL

Present: Vice-Chair Putrick, Commissioner Petty, Commissioner Pranzo and Commissioner Fenstermaker

Absent: Commissioner Garcia

PLEDGE OF ALLEGIANCE

Vice-Chair Putrick led the Pledge of Allegiance.

DISCUSSION/APPROVAL/DISAPPROVAL of the minutes of the regular meeting conducted on January 15, 2015.

The Commission requested that staff find out if summarization of conversations between staff and Commission members as well as Commission members amongst themselves of regular meeting minutes is acceptable or if they are required by Arizona Revised Statutes to be verbatim. Staff agreed to contact the Town Clerk regarding this issue.

On motion of Commissioner Petty, seconded by Commissioner Fenstermaker and carried to table the regular meeting minutes conducted on January 15, 2015 to the next scheduled Planning and Zoning Commission Meeting.

ELECTION FOR PLANNING AND ZONING COMMISSION CHAIRMAN

On motion of Commissioner Pranzo, seconded by Commissioner Petty, the Election for the Planning and Zoning Commission Chairman was tabled to the next scheduled Planning and Zoning Commission Meeting.

NEW BUSINESS

CASE PZC-07-15-DR (TOWN OF FLORENCE LIBRARY AND RECREATION COMPLEX)

PRESENTATION/APPROVAL/DISAPPROVAL of a Signage Design Review (DR) application for the Town's first phase of development within the Territory Square project. The proposed project lies within a portion of the 40 acre Territory Square Phase One property, which is generally located at the northwest corner of Main Street and the 1st Street alignment.

Heath Reed, Town Planner, stated that in 2009, work on the North End Framework Vision Plan, a multi-faceted project that sought to develop a variety of planning, engineering and economic development enhancement strategies for an area along the Gila River in the core area of Florence, began and much has transpired since the project was completed. Town staff and the consulting team, led by Swaback Partners, created what is now the Territory Square Zoning District, just north of the Town core.

Low Mountain, Inc. submitted a Design Review application for the phase one development (16.5 acres) of a 40 acre master plan located in the Territory Square Zoning District. The phase one improvements include a public library, recreation program rooms, Parks and Recreation Department offices, an outdoor aquatics complex, two soccer fields, two outdoor tennis courts, two outdoor pickle ball courts and associated parking on October 16, 2014. It was approved by the Planning and Zoning Commission on that date, with mention that a signage package would come to the Commission at a later date.

Within the Territory Square District, the overall master plan for phase one will set the standard of design for the district. Signage within the district will be allowed to create branding that will make it distinct and unique. The Territory Square Zoning allows for comprehensive signage and flexibility in signage to establish a standard of creativity. Both facilities and plaza will have a total of seven signs, including the plaza gateway sign, two wall signs for the Library, three wall signs for the Aquatics center and one directional sign along Main Street.

The proposed plaza at the corner of Main Street and 1st Street serves as a gateway to the development. A large "Town of Florence" entry sign brands this gateway element and becomes a key design feature of the plaza. The letters for this sign are steel letters three feet in height resting upon a low gabion wall. The Town sign will sit on top of the wall which will enhance the district and create an ambience within the district as it welcomes people into the Town.

The Library and Aquatics center repeat agrarian forms and contextual materials. The exterior textural breakups of the buildings and signage will add variety to the facilities, the façades and the district as a whole.

The wall signage, for the various amenities, has been designed in a consistent manner, repeating the weathered steel plates found within the building design as a backdrop to aluminum letters which will match the roof material color.

The phase one area is large enough that directional signage has been added to orient both the pedestrian and vehicular traffic to the various amenities on the site. The signage also repeats the weathered steel plate material and aluminum lettering to stay consistent with the overall design materials.

Additional information about proposed signage:

Territory Square Gateway sign

- 3' letter height
- 46'-6" width
- 1' thick
- Deep steal letters with finish of weathered steel

Library Façade Signs (Vertical and Horizontal signs)

- 8" letter height
- Horizontal Sign (3' height, 17'-4" width)
- 17'-4" height, 3' width)
- 1" thick
- Weathered steel plates & backdrop to aluminum letters

Aquatics Signs (Façade)

- 3' width
- 10'-4" height
- 8" letter height
- Weathered steel plates & backdrop to aluminum letters

Park Restrooms signs

- 1' wide
- 3'-10" height
- 4" letter height
- Anodized aluminum letters with rust finish background

Directional Signage

- 2'-6" wide
- 4'-6" height
- 1" letter height

All the signs will have lighting, either from the ground (for the vertically oriented signs and directional signs) or from the building for the horizontally oriented signs.

- All signage will comply with the applicable regulatory requirements for the Territory Square Zoning District.
- All signage will have lighting for night time exposure and such lighting will comply with dark sky requirements.
- All signs will be locked out of right-of-way and out of visibility triangles.

Staff found that the request is in compliance with applicable Town Codes and is in keeping with the character established for the Territory Square District. Therefore, staff recommended approval of the Design Review signage application for PZC-07-15-DR, subject to the following conditions:

1. Project shall comply with all applicable Town Codes, including all applicable building, fire and engineering codes.

Where signage was going to be located was discussed between the Commission and staff members. Staff confirmed that signage would be located throughout the district/project. It was also explained by staff that there should be no additional costs associated with signage, as it is part of the overall package and all costs are included.

There was a discussion between the Commissioners and staff regarding lighting for signage as well as the general project costs.

The Commission had multiple concerns regarding lighting within the entire general project. There was a lengthy discussion between staff and the Commission regarding lighting and signage.

On motion of Commissioner Pranzo, seconded by Commissioner Petty and carried to approve a Signage Design Review application for the Town's first phase of development within Territory Square project.

Roll Call Vote:

Vice-Chair Putrick: Yes

Commissioner Petty: Yes

Commissioner Pranzo: Yes

Commissioner Fenstermaker: No

Motion passed: Yes: 3; No: 1

CALL TO THE PUBLIC:

Call to the Public for public comment on issues within the jurisdiction of the Planning and Zoning Commission. Individual Commission members may respond to criticisms made, may ask staff to review a matter raised or may ask that a matter be put on a future agenda.

Ruth Harrison, a Florence resident, requested that the Town outsource transcription of Commission meeting minutes, which she believes could provide the transcript within 24 hours of the meetings. She believes it would allow the names of the public and the names of the people on the Commission to be included within the transcript. In regards to signage, Ms. Harrison stated she had difficulty reading the vertical signs, comparing it to reading a foreign language. She stated it does not make sense and is not a good thing to do.

Bill Hawkins, Town Councilmember, spoke briefly regarding the \$450,000 SCIDD project that was voted on at the Town Council meeting earlier in the week.


CALL TO THE COMMISSION

Commissioner Fenstermaker commented on the recent Infill Incentive program request. He also made comments regarding additional monies for the canal, design fees and environmental fees. Commissioner Fenstermaker stated that he would like to make sure the Town has someone in charge who can run the construction projects properly.


Commission members reminded the Town about the upcoming Home Tour on February 14, 2015.

ADJOURNMENT

The meeting was adjourned at 6:45 pm.

X 

Vice-Chair Putrick

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 10a.
<p>MEETING DATE: April 20, 2015</p> <p>DEPARTMENT: Administration</p> <p>STAFF PRESENTER: Jennifer Evans, Management Analyst</p> <p>SUBJECT: Adoption of Resolution No. 1514-15: Approving the Issuance by the Industrial Development Authority of the Town of Florence, Inc. of not to exceed \$6,700,000 of Education Revenue Bonds (Academy of Math & Science – Camelback Project), Series 2015B, for the benefit of the Academy of Mathematics and Science, Inc.</p>		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <ul style="list-style-type: none"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1514-15: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, GRANTING APPROVAL TO THE ISSUANCE OF ONE OR MORE SERIES OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FLORENCE, INC. TAX-EXEMPT AND/OR TAXABLE EDUCATION REVENUE BONDS (ACADEMY OF MATH & SCIENCE – CAMELBACK CAMPUS PROJECT), SERIES 2015B, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$6,700,000 TO FINANCE THE ACQUISITION, CONSTRUCTION, RENOVATION, IMPROVEMENT AND EQUIPPING OF EDUCATIONAL FACILITIES FOR ACADEMY OF MATHEMATICS AND SCIENCE, INC.

BACKGROUND/DISCUSSION:

Resolution No. 1514-15 will allow the Academy of Mathematics and Science to issue, through the Florence Industrial Development Authority, up to \$6,700,000 of bonds for the acquisition, construction, renovation, improvement and equipment of the land and buildings at 6633 West Camelback Road, Phoenix, Arizona, for use as a charter school.

The Academy of Mathematics and Science Affiliated Network operates two charter schools in Tucson, one charter school in Phoenix, and plans to open a second charter school, the Camelback Campus in Phoenix, in the fall of 2015. The combined enrollment of all schools is 1,064. Enrollment shows a steady rate of growth with a 56% increase in enrollment over the last two years.

There is no liability incurred by the Town of Florence in granting its approval for the issuance of the bonds. By issuing the bonds, the Town or the IDA is not precluded from

making other issues now or in the future. The issuance of IDA bonds is contingent upon the borrower's strength and the comfort that the underwriter has with the applicant.

By passing this resolution, the Florence IDA will receive a \$3,000 application fee and a yearly administrative fee of seven basis points of the outstanding balance of the issue for the life of the bonds. If \$21 million in bonds are issued, the IDA will receive between \$14,000 and \$15,000 at closing.

FINANCIAL IMPACT:

Under the provisions of Arizona Revised Statutes, Section 35-742, the Town of Florence shall not in any event be liable for the payment of the principal or interest of the bonds of the Authority or for the performance by the Authority of any of its obligations with respect to its bonds nor shall any agreements or obligations of the Authority constitute an indebtedness of the Town of Florence within the meaning of any constitutional or statutory provisions whatsoever.

STAFF RECOMMENDATION:

Staff recommends adoption of Resolution No. 1514-15 for approval of the Industrial Development Authority of the Town of Florence, Inc. bonds for the Academy of Mathematics and Science, Inc.

ATTACHMENTS:

Resolution No. 1514-15
Ryley, Carlock, & Applewhite letter dated April 6, 2015

RESOLUTION NO. 1514-15

A RESOLUTION GRANTING APPROVAL TO THE ISSUANCE OF ONE OR MORE SERIES OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FLORENCE, INC. TAX-EXEMPT AND/OR TAXABLE EDUCATION REVENUE BONDS (ACADEMY OF MATH & SCIENCE – CAMELBACK CAMPUS PROJECT), SERIES 2015B, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$6,700,000 TO FINANCE THE ACQUISITION, CONSTRUCTION, RENOVATION, IMPROVEMENT AND EQUIPPING OF EDUCATIONAL FACILITIES FOR ACADEMY OF MATHEMATICS AND SCIENCE, INC.

WHEREAS, The Industrial Development Authority of the Town of Florence, Inc. (the “Authority”), is an Arizona nonprofit corporation designated as a political subdivision of the State of Arizona empowered under the Industrial Development Financing Act, A.R.S. §§35-701 through 761 inclusive (the “Act”), to issue revenue bonds for the purposes set forth in the Act, including the making of secured and unsecured loans for the purpose of financing the acquisition, construction, improvement or equipping of a “project” (as defined in the Act) whenever the Board of Directors of the Authority finds such loans to be in the public interest; and

WHEREAS, the term “project” includes within its meaning any land, any building or other improvements, and all real and personal properties which are suitable for an educational institution or organization established under the provisions of Title 15, Chapter 1, Article 8, Arizona Revised Statutes, and owned by a nonprofit organization; and

WHEREAS, Academy of Mathematics and Science, Inc. (the “Borrower”), an Arizona nonprofit corporation designated as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, has requested that the Authority issue its revenue bonds for the purpose of assisting the Borrower in financing the costs of acquiring, constructing,

renovating improving and equipping land and buildings located at 6633 West Camelback Road in Phoenix, Arizona (the “Facilities”), for use by the Borrower in connection with its charter school operations; and

WHEREAS, in furtherance of the purposes of the Act, the Authority proposes to issue one or more series of its tax-exempt and/or taxable Education Revenue Bonds (Academy of Math & Science – Camelback Campus Project), Series 2015B (the “Bonds”), in an aggregate principal amount of not to exceed \$6,700,000, the proceeds of which will be loaned to the Borrower to (i) finance the costs of the Facilities, (ii) pay capitalized interest on the Bonds, if any, (iii) fund any required reserve funds for the Bonds, and (iv) pay certain expenses relating to issuance of the Bonds (the “Project”); and

WHEREAS, the Authority, by a resolution duly adopted by the Board of Directors of the Authority at a lawful meeting called and held on April 20, 2015 (the “Authority Resolution”), granted final approval to the issuance and sale of the Bonds in aggregate principal amount not to exceed \$6,700,000; and

WHEREAS, pursuant to Section 35-721.B of the Act, the proceedings of the Authority under which the Bonds are to be issued require the approval of this Council; and

WHEREAS, approval of the Bonds is not made in consideration of any bribe, gift, gratuity, or direct or indirect contribution to any political campaign; and

WHEREAS, this Council has had presented to it information regarding the Project and the Bonds and is informed and advised regarding the Project and the Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF FLORENCE as follows:

SECTION I. APPROVAL OF PROCEEDINGS. The proceedings of the Authority under which the Bonds are to be issued in aggregate principal amount not to exceed \$6,700,000

are hereby approved, subject, however, to all the terms and conditions contained in the Authority Resolution.

SECTION II. CERTIFICATION. It is hereby CERTIFIED under penalty of perjury that the approval of the proceedings is not made in consideration of any bribe, gift, gratuity, or direct or indirect contribution to any political campaign.

PASSED by the Mayor and Town Council of the Town of Florence, Pinal County, Arizona, this 20th day of April, 2015.

Tom Rankin - Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

William F. Wilder
Direct Line: 602.440.4802
Direct Fax: 602.257.6902
wwilder@rcalaw.com

April 6, 2015

To: Mayor and Council
Town of Florence, Arizona

Board of Directors
The Industrial Development
Authority of the Town of Florence, Inc.

Re: Not to Exceed \$6,700,000 The Industrial Development Authority of the
Town of Florence, Inc. Education Revenue Bonds
(Academy of Math & Science – Camelback Campus Project)
Series 2015B

Ladies and Gentlemen:

At a meeting of the Board of Directors of The Industrial Development Authority of the Town of Florence, Inc., (the “Authority”) on April 20, 2015, the Authority will be asked to grant approval to the financing for the Academy of Math & Science – Camelback Campus Project (as discussed below) and to adopt a resolution authorizing the issuance and sale of the bonds as described above (the “Bonds”).

Thereafter, at a meeting of the Council of the Town of Florence, Arizona, on April 20, 2015, the Town Council will be asked to approve the proceedings of the Authority, as prescribed by A.R.S. §35-821.B, for the issuance of the Bonds.

The purpose of this letter is to provide a summary review of the planned financing.

THE AUTHORITY AND ITS POWERS

The Authority is an Arizona nonprofit corporation incorporated under the provisions of the Industrial Development Financing Act, Title 35, Chapter 5, and Title 10, Arizona Nonprofit Corporation Act, Arizona Revised Statutes, as amended (the “Act”). The Authority is designated by law as a political subdivision of the State of Arizona. Under the provisions of the Act, the Town Council of the Town of Florence is the governing body of the Authority, is responsible for electing the Directors of the Authority, and must approve the proceedings of the Authority for the issuance of the Bonds.

Mayor and Council of the Town of Florence,
Arizona
Board of Directors
of The Industrial Development Authority
of the Town of Florence, Inc.
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The Authority is empowered to issue the Bonds and loan the proceeds from the sale of the Bonds to finance “projects” as such term is defined in A.R.S. § 35-701. Facilities for a nonprofit 501(c)(3) charter school organization formed under the provisions of Title 15, Article 1, Chapter 8, Arizona Revised Statutes, as amended, constitute a “project” within the meaning of the Act.

Under the provisions of the Act, the Authority is empowered to issue its bonds to finance a “project” located anywhere in Arizona (except when the “project” is housing, in which case the “project” must be located in the Town of Florence). Also, under the provisions of the Act the Authority is empowered to issue its bonds to finance a project outside of Arizona if certain criteria set forth in the Act are met.

THE ACADEMY OF MATH & SCIENCE AFFILIATED NETWORK

The Academy of Math & Science Affiliated Network includes the Academy of Mathematics and Science, Inc., the Academy of Mathematics and Science South, Inc. and the Math and Science Success Academy, Inc. The Academy of Math & Science Affiliated Network operates two charter schools in Pima County, one charter school in Maricopa County and intends to open a second charter school in Maricopa County in the fall of 2015.

The combined enrollment of the Network Schools is 1,064. Enrollment shows a strong, steady rate of growth, with a 56% increase in enrollment over the last two years. The Network Schools also maintain substantial wait lists.

THE APPLICANT/BORROWER

The Applicant/Borrower for financing is Academy of Mathematics and Science, Inc. (“AMS”), an Arizona nonprofit corporation designated under the Internal Revenue Code as a 501(c)(3) organization and formed and operated exclusively for charitable and educational purposes as a charter school under the provisions of Title 15, Article 1, Chapter 8, Arizona Revised Statutes, as amended.

THE PROJECT

The Project to be financed with the proceeds received from the sale of the Bonds consist of financing the costs of acquiring, constructing, renovating, improving and equipping, as applicable, land and buildings located at 6633 West Camelback Road, Phoenix, Arizona, for use in the Applicant's/Borrower's Charter School operations (the “Project”).

Mayor and Council of the Town of Florence,
Arizona
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of The Industrial Development Authority
of the Town of Florence, Inc.
April 6, 2015
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APPROVAL BY AUTHORITY

At an Authority Board meeting on April 20, 2015, it is anticipated the Authority Board will grant approval to the application for financing submitted by AMS and will adopt a resolution authorizing the issuance and sale of the Bonds.

NOTIFICATION TO ARIZONA ATTORNEY GENERAL

As required by the provisions of Arizona Revised Statutes, Section 35-721.F, the Authority will notify the Arizona Attorney General of the Authority's intention to issue the Bonds.

PUBLIC HEARING

No public hearing pursuant to the provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended, is required for the proposed financing.

ALLOCATION FOR TAX EXEMPT FINANCING

Since the Applicant is a nonprofit 501(c)(3) organization, it is not necessary for the Applicant to obtain an allocation of the State of Arizona 2010 volume cap or "state ceiling" for the proposed financing and the Bonds to be issued.

FINANCING PARTICIPANTS

The major participants in the financing are as follows:

Issuer:	The Industrial Development Authority of the Town of Florence, Inc.
Issuer Counsel:	Ryley, Carlock & Applewhite
Applicant/Borrower:	Academy of Mathematics and Science, Inc.
Applicant/Borrower Counsel	Warren Charter Law, PLC
Bond Counsel:	Greenberg Traurig LLP
Bond Underwriter	Piper Jaffray & Co.
Bond Underwriter Counsel	Barnes & Thornburg, LLP
Trustee	Bank of Arizona

PRINCIPAL FINANCING DOCUMENTS

<u>Document</u>	<u>Parties</u>
Indenture of Trust	Issuer and Trustee
Loan Agreement	Issuer and Borrower
Bond Purchase Agreement	Issuer, Borrower and Bond Purchaser
Limited Offering Memorandum	Borrower
Tax Compliance Certificate	Issuer and Borrower
Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing	Borrower

PLAN OF FINANCING

There will be a single series of Bonds as more specifically described below:

The Authority's Education Revenue Bonds (Academy of Math & Science – Camelback Campus Project) Series 2015B, will be used to finance and refinance new charter school facilities to be located at 6633 West Camelback Road, Phoenix, Arizona.

The Bonds will be issued in a not to exceed amount of \$6,700,000, will bear interest at a fixed rate to be determined at the time the Bonds are sold and will have a final maturity date, not exceeding 40 years from the date the Bonds are issued.

The Bonds will be issued under the Indenture of Trust, will be sold to one or more institutional or accredited investors in accordance with the provisions of the Bond Purchase Agreement and the proceeds received from the sale of the Bonds will be loaned by the Authority to the Borrower under the provisions of the Loan Agreement.

Restrictions are in place to assure that the Bonds cannot be transferred other than to an appropriate institutional buyer or accredited investor.

Under the provisions of the Loan Agreement, the Borrower will be unconditionally obligated to make periodic loan repayments in amounts sufficient to provide for the timely payment of interest and principal on the Bonds.

The obligations of the Borrower under the Loan Agreement will be secured by the Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing.

Mayor and Council of the Town of Florence,
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of the Town of Florence, Inc.
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RYLEY CARLOCK
& A P P L E W H I T E
Attorneys

The proceeds of the loan from the Authority to the Borrower will be held by the Trustee and disbursed on a periodic basis to pay the costs associated with acquiring, constructing, renovating, improving and equipping the respective Project.

AUTHORITY APPROVAL

The Authority is requested, at its meeting on April 20, 2015, to act as required by law to adopt a resolution authorizing and approving the issuance of the Bonds.

TOWN COUNCIL APPROVAL

The Town Council of the Town of Florence is requested, at its meeting on April 20, 2015, to act as required by law to adopt a resolution approving the proceedings of the Authority for the issuance of the Bonds.

NO LIABILITY ON THE TOWN OF FLORENCE

Under the provisions of A.R.S. § 35-742, the Town of Florence shall not in any event be liable for the payment of the principal or interest on the Bonds of the Authority or for the performance by the Authority of any of its obligations with respect to its Bonds nor shall any agreements or obligations of the Authority constitute an indebtedness of the Town of Florence within the meaning of any constitutional or statutory provision whatsoever.

TRANSACTION CLOSING

If the required approvals of the Authority and the Town Council of the Town of Florence are received, it is currently anticipated that the Bonds will be issued by the end of May, 2015.

LEGAL COUNSEL RECOMMENDATION

As counsel to the Authority, we have reviewed drafts of the principal financing documents, we have been advised that these documents are now in substantially final form, and based upon our review of such and our review of the proceedings of the Authority to date relating to the proposed issuance of the Bonds, we believe the financing documents and proceedings are in substantial conformance with the policies and guidelines of the Authority and are in both form and substance acceptable for the Authority Board and Florence Town Council to act upon and that the Resolution presented to the Authority Board relating to authorizing the issuance and sale of the Bonds, and the Resolution presented to the Florence Town Council

Mayor and Council of the Town of Florence,
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of The Industrial Development Authority
of the Town of Florence, Inc.
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RYLEY CARLOCK
& A P P L E W H I T E
Attorneys

approving the proceedings of the Authority for the issuance of the Bonds and related matters, are in form and substance acceptable for the Authority Board to adopt.


Yours very truly,



William F. Wilder
Legal Counsel, The Industrial Development
Authority of the Town of Florence, Inc.

WFW:akr

cc: Ms. Lisa Garcia, Town Clerk
Ms. Jennifer Evans, Economic Development Director

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 10b.
<p>MEETING DATE: April 20, 2015</p> <p>DEPARTMENT: Administration</p> <p>STAFF PRESENTER: Jennifer Evans, Management Analyst</p> <p>SUBJECT: Consideration and Adoption of Resolution No. 1515-15 Approving the Issuance by the Industrial Development Authority of the Town of Florence, Inc. of Not to Exceed \$6,700,000 of Education Revenue Bonds (Academy of Math & Science – Flower Project), Series 2015A, for the Benefit of the Academy of Mathematics and Science South, Inc.</p>		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <ul style="list-style-type: none"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1515-15: A RESOLUTION GRANTING APPROVAL TO THE ISSUANCE OF ONE OR MORE SERIES OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FLORENCE, INC. TAX-EXEMPT AND/OR TAXABLE EDUCATION REVENUE BONDS (ACADEMY OF MATH & SCIENCE – FLOWER CAMPUS PROJECT), SERIES 2015A, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$6,700,000 TO FINANCE AND REFINANCE THE ACQUISITION, CONSTRUCTION, RENOVATION, IMPROVEMENT AND EQUIPPING OF EDUCATIONAL FACILITIES FOR ACADEMY OF MATHEMATICS AND SCIENCE SOUTH, INC.

BACKGROUND/DISCUSSION:

Resolution No. 1515-15 will allow the Academy of Mathematics and Science to issue, through the Florence Industrial Development Authority, up to \$6,700,000 of bonds for the acquisition, construction, renovation, improvement and equipment of the land and buildings at 3335 West Flower Street and 3325 West Flower Street, Phoenix, Arizona, for use as a charter school.

The Academy of Mathematics and Science Affiliated Network operates two charter schools in Tucson, one charter school in Phoenix, and plans to open a second charter school, the Camelback Campus, in Phoenix in the fall of 2015. The combined enrollment of all schools is 1,064. Enrollment shows a steady rate of growth with a 56% increase in enrollment over the last two years.

There is no liability incurred by the Town of Florence in granting its approval for the issuance of the bonds. By issuing the bonds, the Town or the IDA is not precluded from making other issues now or in the future. The issuance of IDA bonds is contingent upon the borrower's strength and the comfort that the underwriter has with the applicant.

By passing this resolution, the Florence IDA will receive a \$3,000 application fee and a yearly administrative fee of seven basis points of the outstanding balance of the issue for the life of the bonds. If \$21 million in bonds are issued, the IDA will receive between \$14,000 and \$15,000 at closing.

FINANCIAL IMPACT:

Under the provisions of Arizona Revised Statutes, Section 35-742, the Town of Florence shall not in any event be liable for the payment of the principal or interest of the bonds of the Authority or for the performance by the Authority of any of its obligations with respect to its bonds nor shall any agreements or obligations of the Authority constitute an indebtedness of the Town of Florence within the meaning of any constitutional or statutory provisions whatsoever.

STAFF RECOMMENDATION:

Staff recommends adoption of Resolution No. 1515-15 for approval of the Industrial Development Authority of the Town of Florence, Inc. bonds for the Academy of Mathematics and Science, Inc.

ATTACHMENTS:

Resolution No. 1515-15
Ryley, Carlock, & Applewhite letter dated April 6, 2015

RESOLUTION NO. 1515-15

A RESOLUTION GRANTING APPROVAL TO THE ISSUANCE OF ONE OR MORE SERIES OF THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE TOWN OF FLORENCE, INC. TAX-EXEMPT AND/OR TAXABLE EDUCATION REVENUE BONDS (ACADEMY OF MATH & SCIENCE – FLOWER CAMPUS PROJECT), SERIES 2015A, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$6,700,000 TO FINANCE AND REFINANCE THE ACQUISITION, CONSTRUCTION, RENOVATION, IMPROVEMENT AND EQUIPPING OF EDUCATIONAL FACILITIES FOR ACADEMY OF MATHEMATICS AND SCIENCE SOUTH, INC.

WHEREAS, The Industrial Development Authority of the Town of Florence, Inc. (the “Authority”), is an Arizona nonprofit corporation designated as a political subdivision of the State of Arizona empowered under the Industrial Development Financing Act, A.R.S. §§35-701 through 761 inclusive (the “Act”), to issue revenue bonds for the purposes set forth in the Act, including the making of secured and unsecured loans for the purpose of financing the acquisition, construction, improvement or equipping of a “project” (as defined in the Act) whenever the Board of Directors of the Authority finds such loans to be in the public interest; and

WHEREAS, the term “project” includes within its meaning any land, any building or other improvements, and all real and personal properties which are suitable for an educational institution or organization established under the provisions of Title 15, Chapter 1, Article 8, Arizona Revised Statutes, and owned by a nonprofit organization; and

WHEREAS, Academy of Mathematics and Science South, Inc. (the “Borrower”), an Arizona nonprofit corporation designated as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, has requested that the Authority issue its revenue bonds for the purpose of assisting the Borrower in financing and refinancing the costs of

acquiring, constructing, renovating, improving and equipping land and buildings located at 3335 West Flower Street and 3325 West Flower Street in Phoenix, Arizona (the “Facilities”), for use by the Borrower in connection with its charter school operations; and

WHEREAS, in furtherance of the purposes of the Act, the Authority proposes to issue one or more series of its tax-exempt and/or taxable Education Revenue Bonds (Academy of Math & Science – Flower Campus Project), Series 2015A (the “Bonds”), in an aggregate principal amount of not to exceed \$6,700,000, the proceeds of which will be loaned to the Borrower to (i) finance and refinance the costs of the Facilities, (ii) fund a debt service reserve fund for the Bonds, and (iii) pay certain expenses relating to issuance of the Bonds (the “Project”); and

WHEREAS, the Authority, by a resolution duly adopted by the Board of Directors of the Authority at a lawful meeting called and held on April 20, 2015 (the “Authority Resolution”), granted final approval to the issuance and sale of the Bonds in aggregate principal amount not to exceed \$6,700,000; and

WHEREAS, pursuant to Section 35-721.B of the Act, the proceedings of the Authority under which the Bonds are to be issued require the approval of this Council; and

WHEREAS, approval of the Bonds is not made in consideration of any bribe, gift, gratuity, or direct or indirect contribution to any political campaign; and

WHEREAS, this Council has had presented to it information regarding the Project and the Bonds and is informed and advised regarding the Project and the Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF FLORENCE as follows:

SECTION I. APPROVAL OF PROCEEDINGS. The proceedings of the Authority under which the Bonds are to be issued in aggregate principal amount not to exceed \$6,700,000

are hereby approved, subject, however, to all the terms and conditions contained in the Authority Resolution.

SECTION II. CERTIFICATION. It is hereby CERTIFIED under penalty of perjury that the approval of the proceedings is not made in consideration of any bribe, gift, gratuity, or direct or indirect contribution to any political campaign.

PASSED by the Mayor and Town Council of the Town of Florence, Pinal County, Arizona, this 20th day of April, 2015.

Tom J. Rankin - Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia - Town Clerk

Clifford L. Mattice - Town Attorney

William F. Wilder
Direct Line: 602.440.4802
Direct Fax: 602.257.6902
wwilder@rcalaw.com

April 6, 2015

To: Mayor and Council
Town of Florence, Arizona

Board of Directors
The Industrial Development
Authority of the Town of Florence, Inc.

Re: Not to Exceed \$6,700,000 The Industrial Development Authority of the
Town of Florence, Inc. Education Revenue Bonds
(Academy of Math & Science – Flower Campus Project) Series 2015A

Ladies and Gentlemen:

At a meeting of the Board of Directors of The Industrial Development Authority of the Town of Florence, Inc., (the “Authority”) on April 20, 2015, the Authority will be asked to grant approval to the financing for the Academy of Math & Science - Flower Campus Project (as discussed below) and to adopt a resolution authorizing the issuance and sale of the bonds as described above (the “Bonds”).

Thereafter, at a meeting of the Council of the Town of Florence, Arizona, on April 20, 2015, the Town Council will be asked to approve the proceedings of the Authority, as prescribed by A.R.S. §35-821.B, for the issuance of the Bonds.

The purpose of this letter is to provide a summary review of the planned financing.

THE AUTHORITY AND ITS POWERS

The Authority is an Arizona nonprofit corporation incorporated under the provisions of the Industrial Development Financing Act, Title 35, Chapter 5, and Title 10, Arizona Nonprofit Corporation Act, Arizona Revised Statutes, as amended (the “Act”). The Authority is designated by law as a political subdivision of the State of Arizona. Under the provisions of the Act, the Town Council of the Town of Florence is the governing body of the Authority, is responsible for electing the Directors of the Authority, and must approve the proceedings of the Authority for the issuance of the Bonds.

Mayor and Council of the Town of Florence,
Arizona
Board of Directors
of The Industrial Development Authority
of the Town of Florence, Inc.
April 6, 2015
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RYLEY CARLOCK
& A P P L E W H I T E
Attorneys

The Authority is empowered to issue the Bonds and loan the proceeds from the sale of the Bonds to finance “projects” as such term is defined in A.R.S. § 35-701. Facilities for a nonprofit 501(c)(3) charter school organization formed under the provisions of Title 15, Article 1, Chapter 8, Arizona Revised Statutes, as amended, constitute a “project” within the meaning of the Act.

Under the provisions of the Act, the Authority is empowered to issue its bonds to finance a “project” located anywhere in Arizona (except when the “project” is housing, in which case the “project” must be located in the Town of Florence). Also, under the provisions of the Act the Authority is empowered to issue its bonds to finance a project outside of Arizona if certain criteria set forth in the Act are met.

THE ACADEMY OF MATH & SCIENCE AFFILIATED NETWORK

The Academy of Math & Science Affiliated Network includes the Academy of Mathematics and Science, Inc., the Academy of Mathematics and Science South, Inc. and the Math and Science Success Academy, Inc. The Academy of Math & Science Affiliated Network operates two charter schools in Pima County, one charter school in Maricopa County and intends to open a second charter school in Maricopa County in the fall of 2015.

The combined enrollment of the Network Schools is 1,064. Enrollment shows a strong, steady rate of growth, with a 56% increase in enrollment over the last two years. The Network Schools also maintain substantial wait lists.

THE APPLICANT/BORROWER

The Applicant/Borrower for financing is Academy of Mathematics and Science South, Inc. (“AMS South”), an Arizona nonprofit corporation designated under the Internal Revenue Code as a 501(c)(3) organization and formed and operated exclusively for charitable and educational purposes as a charter school under the provisions of Title 15, Article 1, Chapter 8, Arizona Revised Statutes, as amended.

THE PROJECT

The Project to be financed with the proceeds received from the sale of the Bonds consist of financing the costs of acquiring, constructing, renovating, improving and equipping, as applicable, land and buildings located at 3335 West Flower Street and 3325 West Flower Street in Phoenix, Arizona, for use of new Charter school facilities to be located in Phoenix, Arizona (the “Project”).

Mayor and Council of the Town of Florence,
Arizona
Board of Directors
of The Industrial Development Authority
of the Town of Florence, Inc.
April 6, 2015
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APPROVAL BY AUTHORITY

At an Authority Board meeting on April 20, 2015, it is anticipated the Authority Board will grant approval to the application for financing submitted by AMS South and will adopt a resolution authorizing the issuance and sale of the Bonds.

NOTIFICATION TO ARIZONA ATTORNEY GENERAL

As required by the provisions of Arizona Revised Statutes, Section 35-721.F, the Authority will notify the Arizona Attorney General of the Authority's intention to issue the Bonds.

PUBLIC HEARING

No public hearing pursuant to the provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended, is required for the proposed financing.

ALLOCATION FOR TAX EXEMPT FINANCING

Since the Applicant is a nonprofit 501(c)(3) organization, it is not necessary for the Applicant to obtain an allocation of the State of Arizona 2010 volume cap or "state ceiling" for the proposed financing and the Bonds to be issued.

FINANCING PARTICIPANTS

The major participants in the financing are as follows:

Issuer:	The Industrial Development Authority of the Town of Florence, Inc.
Issuer Counsel:	Ryley, Carlock & Applewhite
Applicant/Borrower:	Academy of Mathematics and Science South, Inc.
Applicant/Borrower Counsel	Warren Charter Law, PLC
Bond Counsel:	Greenberg Traurig LLP
Bond Underwriter	Piper Jaffray & Co.
Bond Underwriter Counsel	Barnes & Thornburg, LLP
Trustee	Bank of Arizona

PRINCIPAL FINANCING DOCUMENTS

<u>Document</u>	<u>Parties</u>
Indenture of Trust	Issuer and Trustee
Loan Agreement	Issuer and Borrower
Bond Purchase Agreement	Issuer, Borrower and Bond Purchaser
Limited Offering Memorandum	Borrower
Tax Compliance Certificate	Issuer and Borrower
Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing	Borrower

PLAN OF FINANCING

There will be a single series of Bonds as more specifically described below:

The Authority's Education Revenue Bonds (Academy of Math & Science – Flower Campus Project) Series 2015A, will be used to finance and refinance new charter school facilities to be located at 3335 West Flower Street and 3325 West Flower Street, Phoenix, Arizona.

The Bonds will be issued in a not to exceed amount of \$6,700,000, will bear interest at a fixed rate to be determined at the time the Bonds are sold and will have a final maturity date, not exceeding 40 years from the date the Bonds are issued.

The Bonds will be issued under the Indenture of Trust, will be sold to one or more institutional or accredited investors in accordance with the provisions of the Bond Purchase Agreement and the proceeds received from the sale of the Bonds will be loaned by the Authority to the Borrower under the provisions of the Loan Agreement.

Restrictions are in place to assure that the Bonds cannot be transferred other than to an appropriate institutional buyer or accredited investor.

Under the provisions of the Loan Agreement, the Borrower will be unconditionally obligated to make periodic loan repayments in amounts sufficient to provide for the timely payment of interest and principal on the Bonds.

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RYLEY CARLOCK
& A P P L E W H I T E
Attorneys

The obligations of the Borrower under the Loan Agreement will be secured by the Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing.

The proceeds of the loan from the Authority to the Borrower will be held by the Trustee and disbursed on a periodic basis to pay the costs associated with acquiring, constructing, renovating, improving and equipping the respective Project.

AUTHORITY APPROVAL

The Authority is requested, at its meeting on April 20, 2015, to act as required by law to adopt a resolution authorizing and approving the issuance of the Bonds.

TOWN COUNCIL APPROVAL

The Town Council of the Town of Florence is requested, at its meeting on April 20, 2015, to act as required by law to adopt a resolution approving the proceedings of the Authority for the issuance of the Bonds.

NO LIABILITY ON THE TOWN OF FLORENCE

Under the provisions of A.R.S. § 35-742, the Town of Florence shall not in any event be liable for the payment of the principal or interest on the Bonds of the Authority or for the performance by the Authority of any of its obligations with respect to its Bonds nor shall any agreements or obligations of the Authority constitute an indebtedness of the Town of Florence within the meaning of any constitutional or statutory provision whatsoever.

TRANSACTION CLOSING

If the required approvals of the Authority and the Town Council of the Town of Florence are received, it is currently anticipated that the Bonds will be issued by the end of May, 2015.

LEGAL COUNSEL RECOMMENDATION

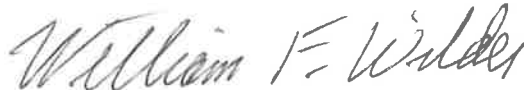
As counsel to the Authority, we have reviewed drafts of the principal financing documents, we have been advised that these documents are now in substantially final form, and based upon our review of such and our review of the proceedings of the Authority to date relating to the proposed issuance of the Bonds, we believe the financing documents and proceedings are in substantial conformance with the policies and guidelines of the Authority and are in both form and substance acceptable for the Authority Board and Florence Town Council to act upon and that the Resolution presented to the Authority Board relating to authorizing the issuance and sale of the Bonds, and the Resolution presented to the Florence Town Council

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RYLEY CARLOCK
& A P P L E W H I T E
Attorneys

approving the proceedings of the Authority for the issuance of the Bonds and related matters, are in form and substance acceptable for the Authority Board to adopt.

Yours very truly,



William F. Wilder
Legal Counsel, The Industrial Development
Authority of the Town of Florence, Inc.

WFW:akr
cc: Ms. Lisa Garcia, Town Clerk
Ms. Jennifer Evans, Economic Development Director



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 10c.

MEETING DATE: April 20, 2015

DEPARTMENT: Utilities Department

STAFF PRESENTER: John V. Mitchell, Utilities Director

SUBJECT: Ratification of emergency repair of Well #2
ratifying execution of Arizona Beeman Drilling
contract documents for the work.

- Action
- Information Only
- Public Hearing
- Resolution
- Ordinance
 - Regulatory
 - 1st Reading
 - 2nd Reading
- Other

RECOMMENDED MOTION/ACTION:

Motion to ratify emergency repair of Well #2 and execution of contract documents with with Arizona Beeman Drilling in the amount of \$434,745.

BACKGROUND/DISCUSSION:

The project to construct Well #2 was advertised and bids were opened on April 1, 2015. On the morning of March 28, 2015, prior to the bid opening, Well #1 ceased to operate. Because Well #1 is the only well to provide service to north Florence, staff had to implement emergency procedures to restore service. That action was to install a bypass pump and activate the new Well #3, while Well #1 was dismantled and inspected.

Although this action did provide for temporary restoration of service, the status of Well #1 was unknown, and staff had to consider the scenario that Well #1 could not be repaired. With the new Well #2 having been sited adjacent to Well #1, it was decided to direct Arizona Beeman Drilling to obtain the necessary insurance and security to begin the work prior to the official Council award of the contract. Arizona Beeman Drilling is in the process of obtaining those documents.

Staff has obtained approval from the Arizona Department of Water Resources for the construction of this well.

The drilling of new water well in north Florence was programed in the current Capital Improvement Plan to increase production to support existing demands and to meet future growth requirements. The new well will still need to have a motor and pump installed and connected to existing infrastructure before it is usable. This work should be completed in the next fiscal year, depending on availability of funds.

One bid was received to drill the new Well #2. The one bidder was Arizona Beeman Drilling and they were determined to be a responsive and responsible bidder. The amount of the bid submitted Arizona Beeman Drilling was \$434,745.

FINANCIAL IMPACT:

The current budget provides funding in CIP WU-23. There is currently \$750,000 in this account.

STAFF RECOMMENDATION:

Staff recommends Council approve ratification emergency repair of Well #2 and execution of contract documents with with Arizona Beeman Drilling, in the amount of \$434,745.

ATTACHMENTS:

Bid tabulation sheet
Notice of Award
Contract Documents

**Town of Florence
Bid Tabulation Sheet**

Verbal (only allowed when \$5,000 or less)

Date Prepared: April 1, 2015

Written/Fax (mandatory when over \$5,000; attach bids)

Prepared By: Patricia Buchanan, Office Assistant 

Formal Sealed Bid: # WU-23 Title: Well # 2

Bid Due Date: April 1, 2015 Bid Due Time: 3:00 pm

Item (include quality, brand, model, color)

Vendor name Contact Person Phone/Fax	Bid Schedule	Acknowledge Addendum(s)	List of Subcontractors	Statutory Bid Bond	Resolution of Board	Non-Collusive Certification	W-9	Base Bid	Total	Comments
1 Arizona Beeman Drilling 15563 e. Highway 60 Gold Canyon AZ 85118	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	\$434,745.00	1 original
PH #										2 copies
2										
PH #										

Attach additional page(s), if necessary

Vendor Selected _____

Address _____

Justification (if not lowest price) _____

Department Head Approval _____

Date: 4/2/2015

Finance Director Approval _____

Date: 4/14/15

Town Manager Approval _____

Date: 4/15/15

*If over \$10,000, must go to Town Council for approval.
Attach this approved for to purchase request with written quotes, if applicable.

NOTICE OF AWARD

Date of Issuance: April 7, 2015

Owner: Town of Florence, Arizona

Owner's Contract No.: WU-23

Engineer: Stephen D. Noel

Engineer's Project No.: NA

Project: Town of Florence Well #2

Contract Name: Town of Florence Well #2

Bidder: Morex Investments LLC, dba Arizona Beeman Drilling

Bidder's Address: 15563 E. US Hwy 60, Gold Canyon, AZ 85118

TO BIDDER:

You are notified that Owner has accepted your Bid dated April 1, 2015 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Town of Florence Well #2

The Contract Price of the awarded Contract is: \$ 434,745.00

[1] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner 3 counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security and insurance documentation as specified in the Instructions to Bidders and General Conditions.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: Town of Florence

Authorized Signature

By: Charles A. Montoya

Title: Town Manager

Copy: Engineer



TOWN OF FLORENCE, ARIZONA
INVITATION TO BID, PROJECT SPECIFICATIONS,
AND CONTRACT DOCUMENTS

DATED: March 6, 2015

FOR:

TOWN OF FLORENCE

WELL #2

PROJECT #: WU-23



TOWN OF FLORENCE, AZ

INVITATION TO BID

TOWN OF FLORENCE WELL #2

SUBMITTAL DUE DATE AND TIME: April 1, 2015 at 3:00 P.M. LOCAL AZ TIME

SUBMITTAL LOCATION: Town of Florence
Town Clerk
775 N Main St.
Florence, AZ 85132

MANDATORY PRE-BID MEETING DATE: March 23, 2015
TIME: 1 P.M. LOCAL ARIZONA TIME
LOCATION: Town of Florence
Well site.

ISSUING OFFICE : Town of Florence
C/o Town Clerk
775 N. Main Street
Florence, AZ 85132
Telephone: (520) 868-7551
Website: <http://www.florenceaz.gov/rfp>

BIDDING DOCUMENTS: Bidding Documents, including plans and specifications along with any addenda or supplemental information, may be viewed and ordered online by registering with the Issuing Office via phone or email. Following registration, complete sets of Bidding Documents may be downloaded from the Issuing Office's website as "zipped" portable document format (PDF) files. The date that the Bidding Documents are transmitted by the Issuing Office will be considered the Bidder's date of receipt of the Bidding Documents. Partial sets of the Bidding Documents will not be available from the Issuing Office.

COMPLETION OF WORK: 65 Calendar Days from the Notice to Proceed.

GENERAL OR BID PROCESS QUESTIONS: [John Mitchell, Utility Director, \(520\) 868-8325, john.mitchell@florenceaz.gov](mailto:john.mitchell@florenceaz.gov)

TECHNICAL QUESTIONS: Southwest Ground-water Consultants, Inc.
Stephen D. Noel, (602) 955-5547, snoel@sgcground-water.com
All questions must to be submitted via email only by 5:00 PM, 3/25/2015. Answers to questions and other clarifications will be in the final Addenda issued through the Issuing Office on 3/27/2015.



PROJECT DESCRIPTION

The project consists of the Installation and testing of one (1) new production well for the Town of Florence. The new well is designed to backup Town Well #1 and will be identified as Town Well #2.



TABLE OF CONTENTS OF BIDDING DOCUMENTS

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BID SUBMITTAL CHECKLIST

It is the Bidder's responsibility to be thoroughly familiar with all requirements and specifications. The following checklist is provided as a courtesy only, and is not binding upon the Town nor does it modify, in any way, the terms or requirements of this ITB, any applicable statutes, rules, regulations, or the Town's purchasing policies.

- 1. The Bid Schedule has been signed by an authorized representative of the firm. Unsigned bids will not be considered.
- 2. The Bid Schedule has been fully completed, including prices offered (including any alternatives) have been fully filled in and reviewed for accuracy.
- 3. Any addenda have been reviewed and acknowledged on the form included in the ITB. It is the Bidder's responsibility to obtain all addenda relevant to this solicitation via the Issuing Office or other means.
- 4. The List of Subcontractors has been fully completed and executed by Bidder and reviewed for accuracy.
- 5. Bidder has reviewed all instructions, terms and conditions, and specifications to ensure your response fully complies.
- 6. Any required samples, descriptive literature, or enclosures have been included, if applicable. (Identify samples with Bidder's name and solicitation number.)
- 7. The bid package and/or envelope have been identified with Bidder's name, ITB number and ITB title.
- 8. The specified number of copies of Bidder's response has been included if more than one (1) copy is required.
- 9. Insurance requirements have been reviewed and can be fully complied with.
- 10. Bid Bond has been fully executed by Bidder and appropriate Surety and is included.
- 11. The Resolution of Board of Directors for corporate Bidder has been fully executed and included, or other proof of authorization required under this ITB has been included.
- 12. The Non-Collusive Bidding Certification has been executed and included.
- 13. The W-9 Form is complete and included.

INSTRUCTIONS TO BIDDERS

INSTRUCTION 1: DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the Contract, General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Engineer* - The Engineer set forth in the Invitation to Bid or as otherwise designated in writing by the Town. If no other Engineer is designated, the Engineer shall be the Issuing Office.
 - B. *ITB* – The Invitation to Bid, all supporting documents included herewith, all Bidding Documents, and all properly issued Addenda.
 - C. *Issuing Office* – The office from which the Bidding Documents are to be issued. The Issuing Office is set forth in the Invitation to Bid above.
 - D. *Owner or Town* – The Town of Florence, Arizona.
 - E. *Project* - The Project set forth in the Project Description above.

INSTRUCTION 2: COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the Invitation to Bid above.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids. Neither Owner, Engineer, nor the Issuing Office assumes any responsibility for errors or misinterpretations resulting from the use of incomplete, modified or unofficial sets of Bidding Documents.
- 2.03 Owner, the Issuing Office and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

INSTRUCTION 3: QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within 10 days of Owner's request, Bidder shall submit: (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments; and (b) the following additional information:
- A. Evidence of Bidder's authority to do business in the state where the Project is located.
 - B. Bidder's state or other contractor license number and good standing.
 - C. Evidence that each natural person submitting a Bid, including the officers, partners, members, and/or principals of the Bidder, to submit documentation of their lawful presence in the United States, pursuant to A.R.S. §§ 1-501 and 1-502.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Instruction 3 to submit information will prejudice the right of Owner to seek additional information, as requested in the Town's sole discretion, regarding Bidder's qualifications.
- 3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

INSTRUCTION 4: BIDDER'S PRE-BID OBLIGATIONS AND REPRESENTATIONS

- 4.01 It is the responsibility of each Bidder before submitting a Bid to:
- A. Examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
 - B. Visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
 - C. Become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
 - D. Carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;
 - E. Consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
 - F. Become aware of the general nature of the work to be performed by the Town and others at the Site that relates to the Work as indicated in the Bidding Documents;
 - G. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
 - H. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- 4.02 Bidder represents and agrees that:
- A. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Instruction, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents; and
 - B. Based on the information and observations referred to in the preceding ¶ 4.01, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

INSTRUCTION 5: PRE-BID CONFERENCE

- 5.01 A Pre-Bid conference will be held at the time and location stated in the above Invitation to Bid. Representatives of Owner and Engineer will be present to discuss the Project. If the Invitation to Bid provides that the Pre-Bid Conference is mandatory, it is mandatory and failure to attend the Pre-Bid Conference may be a basis for disqualifying a Bidder and/or rejecting the Bidder's Bid. If the Pre-Bid

Conference is not mandatory, Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

INSTRUCTION 6: INTERPRETATIONS AND ADDENDA

- 6.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to in writing as set forth in the Invitation to Bid above. Any interpretations, clarifications, or other/additional information considered necessary by Engineer and/or the Town in response to such questions, or otherwise, will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents.
- 6.02 Questions received after the Questions Due Date and Time set forth on the Invitation to Bid above may be answered at the sole discretion of the Town. Inquiries regarding this ITB directed to persons other than the Town's designated representative may not be answered, and any answers received other than as set forth in this ITB will not be binding upon the Town for any purpose.
- 6.03 Only answers provided by written Addenda may be binding upon the Town. Oral and other interpretations or clarifications will be without legal effect. The Town shall not be held responsible if a Bidder fails to receive any addenda issued. The Town shall not be responsible for any oral representations or statements relating to the solicitation specifications made by any employee, agent or officer of the Town.
- 6.04 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.
- 6.05 Receipt of Addenda shall be acknowledged by signing and returning the form included herein with the ITB with the Bid by the specified Bid due date and time. Potential Bidders are responsible for obtaining all addenda relevant to this ITB via the Issuing Office or other means.

INSTRUCTION 7: BID SECURITY

- 7.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of ten percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid Bond in statutory form (on the form included in the Bidding Documents) issued by a surety meeting the requirements of the General Conditions and applicable law.
- 7.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within ten (10) days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Forfeiture will not preclude the Town from seeking any or all other remedies provided by law to recover losses sustained as a result of the Bidder's failure to enter into the Agreement or to furnish the contract securities or insurance certificates and endorsements.
- 7.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven (7) days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 7.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven (7) days after the Bid Opening.

INSTRUCTION 8: SUBSTITUTE AND "OR-EQUAL" ITEMS

- 8.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 8.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

INSTRUCTION 9: SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 9.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 9.02 The Bidders shall submit to the Town with its response to this ITB a complete listing of all Subcontractors the Bidder intends to use in the performance of the work specified in the ITB providing the information required in the Subcontractor List included in the ITB. No bid for work involving these classifications will be valid without the complete listing of both subcontractors and major material suppliers as listed in the ITB and the included form List of Subcontractors.

INSTRUCTION 10: PREPARATION OF BID

- 10.01 The Bid Schedule is included with the Bidding Documents.
- A. All blanks on the Bid Schedule shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Schedule expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 10.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 10.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership's address for receiving notices shall be shown.
- 10.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm's address for receiving notices shall be shown.
- 10.05 A Bid by an individual shall show the Bidder's name and address for receiving notices.
- 10.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture's address for receiving notices shall be shown.
- 10.07 All names shall be typed or printed in ink below the signatures.

- 10.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 10.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 10.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in Arizona and the Town Bidder's Arizona contractor license number and classification, and any other required business and/or tax licenses required by the Town shall also be shown on the Bid Form.
- 10.11 If price is a consideration and in case of error of prices in the Bid, the unit price shall govern. If there is a conflict between values or prices written-out in text and values or prices expressed in numbers, the text values or prices shall control.
- 10.12 No Bid shall be altered, amended, or withdrawn after the specified due date and time.
- 10.13 Periods of time, stated as a number of days, shall be calendar days.
- 10.14 It is the responsibility of all Bidders to examine the entire ITB package and seek clarification of any item or requirement and to check all responses for accuracy before submitting a Bid. Negligence in preparing a Bid confers no right of withdrawal after Bid due date and time.
- 10.15 The Town shall not reimburse the cost of developing or providing any response to this ITB and development and provision of any offer shall be at the respective Bidder's sole cost. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

INSTRUCTION 11: BASIS OF BID

- 11.01 The Basis upon which Bids shall be calculated and submitted (Lump Sum/Fixed Price, Unit Price, and/or Allowances for specific items) are set forth in the ITB, including the Bid Schedule.
- 11.02 Lump Sum/Fixed Price
 - A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.
- 11.03 Unit Price
 - A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
 - B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" provided in the ITB (usually the Bid Schedule) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with the General Conditions.
 - C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 11.04 Allowances
 - A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with the General Conditions.

INSTRUCTION 12: SUBMITTAL OF BID

- 12.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. Three (3) unbound copies of the Bid Form are to be completed

and submitted with the Bid security and the other documents required to be submitted under the terms of Instruction 7.

- 12.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to **Town of Florence, AZ, Town Clerk, 775 N. Main St., Florence, AZ 85132.**
- 12.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted, opened, or considered.
- 12.04 By signature on the Bid Form, the Bidder certifies that:
- A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Bidder shall not discriminate against any employee or applicant for employment in violation of the Federal Executive Order 11246.
 - C. The Bidder has not given or offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer.
 - D. Failure to sign the offer, or the falsity of a statement in a signed offer, shall void the submitted offer or any resulting contracts, and the Bidder may be debarred.

INSTRUCTION 13: MODIFICATION AND WITHDRAWAL OF BID

- 13.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 13.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 13.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 13.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder may, in the Town's sole discretion, be disqualified from further bidding on the Work.

INSTRUCTION 14: OPENING OF BIDS

- 14.01 Bids will be opened at the time and place indicated in the Invitation to Bid above and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids
- 14.02 All Bids will remain subject to acceptance for the period of time stated in the Bid Form and each Bidder agrees that it will hold open its offer for such period, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period. Unless otherwise specified in the ITB, all Bidders and their Subcontractors shall hold their bids valid for a period of 60 days from the proposal due date stated on the Advertisement for Bids.

INSTRUCTION 15: EVALUATION OF BIDS

- 15.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner may reject the Bid as nonresponsive.
- 15.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 15.03 Evaluation of Bids:
- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner shall announce to all bidders a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.
 - C. Bid prices will be compared after adjusting for differences in time of Substantial Completion (total number of calendar days to substantially complete the Work) designated by Bidders. The adjusting amount will be determined at the rate set forth in the Contract for liquidated damages for failing to achieve Substantial Completion, or such other amount that Owner has designated in the Bid Form.
 - 1. The method for calculating the lowest bid for comparison will be the summation of the Bid price shown in the Bid Form plus the product of the Bidder-specified time of Substantial Completion (in calendar days) times the rate for liquidated damages (in dollars per day).
 - 2. This procedure is only used to determine the lowest bid for comparison and contractor selection purposes. The Contract Price for compensation and payment purposes remains the Bid price shown in the Bid Form.
- 15.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 15.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.
- 15.06 Any terms of the Bidder's submittal that conflict with the language and requirements of the Town's solicitation or that take exception to the terms, conditions, specifications and/or other requirements stated within this ITB, may cause the Bidder's submittal to be considered nonresponsive and rejected. Exceptions may be evaluated by the Town on an individual basis to determine compliance with the purpose and intent of the terms and conditions stated within this solicitation

INSTRUCTION 16: AWARD AND SIGNING OF CONTRACT

- 16.01 Notwithstanding any other provision of this ITB, the Town expressly reserves the right, when determining whether to award a contract to the lowest responsive and responsible Bidder who has neither been disqualified nor rejected pursuant to the terms and conditions of the ITB, to:
- A. Waive any immaterial defect or informality; and/or
 - B. Reject any or all Bids, or portions thereof; and/or
 - C. Reissue an Invitation to Bid; and/or
 - D. Exercise any other rights available to the Town under the terms of the ITB, the Town Code, law, or equity.
- 16.02 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Contract along with the other Contract Documents as identified in the Contract. Within 10 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Contract (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Contract to Successful Bidder.

INSTRUCTION 17: ADDITIONAL PROVISIONS

- 17.01 Contract Applicability: The Bidder shall substantially conform to the terms, conditions, specifications, and other requirements found within the text of this specific ITB. All previous agreements, contracts, or other documents, which have been executed between the Bidder and the Town, are not applicable to this ITB or any resultant contract.
- 17.02 Gratuities: The Town may, by written notice to the Bidder, cancel the resultant contract if it is found by the Town that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Bidder or any agent or representative of the Bidder, to any officer or employee of the Town with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event the Town pursuant to this provision cancels the resultant contract, the Town shall be entitled, in addition to any other rights and remedies, to recover or withhold from Contractor the amount of gratuity. Paying the expense of normal business meals, which are generally made available to all eligible Town government customers, shall not be prohibited by this paragraph.
- 17.03 Public Record: All offers submitted in response to this ITB, whether or not accepted by the town, shall become a matter of public record available for public inspection, subsequent to the award notification, in accordance with the Town's Procurement Policy and Arizona's Public Records laws.
- 17.04 Confidential Information: If a person believes that a bid, ITB, offer, specification, or protest contains information that should be withheld, a statement advising the Town of this fact shall accompany the submission and the information shall be identified. The information identified by the person as confidential shall not be disclosed until the Town makes a written determination.
- 17.05 Lobbying Prohibition: Any communication regarding this solicitation for the purpose of influencing the process or the award, between any person or affiliates seeking an award from this solicitation and the Town, including but not limited to the Town Council, employees, and contractors engaged to assist in the solicitation, is prohibited.
- A. This prohibition is imposed from the time of the first public notice of the solicitation until the Town cancels the solicitation, rejects all responses, awards a Contractor, and otherwise takes action which ends the solicitation process. This section shall not prohibit public comment at any Town Council meeting, study session or Town committee meeting.
 - B. This prohibition shall not apply to communication with the official contact(s) specifically identified in the solicitation or Town-initiated communications for the purposes of conducting the procurement,

and in the manner prescribed in the solicitation, including but not limited to pre-bid conferences, clarification of responses, presentations if provided for in the solicitation, requests for Best and Final Proposals, contract negotiations, interviews, protest/appeal resolution, or surveying non-responsive vendors.

- C. Violations of this provision shall be reported to Purchasing and may be a basis for rejecting a response or disbarment of the violator by the Town. Persons and/or entities violating this prohibition may be subject to a warning letter, rejection of their response, or disbarment by the Town, in the Town's discretion, depending on the nature of the violation.



CONTRACT

TOWN OF FLORENCE

CONTRACT FOR
Town of Florence Well #2
PROJECT #: WU-23

THIS CONTRACT is made and entered into on the _____ day of _____, 20____, by and between Town of Florence, an Arizona municipal corporation, hereinafter called "**Town**" and the "**Contractor**" designated below:

Town and Contractor agree as follows:

ARTICLE 1 – PARTICIPANTS AND PROJECT

TOWN: Town of Florence, Arizona
Project Manager: John V. Mitchell
Telephone: (520) 868-8325
E-mail: John.Mitchell@florenceaz.gov

CONTRACTOR: Morex Investments, LLC, dba Arizona Beeman Drilling
15563 E. Hwy 60
Gold Canyon, AZ 85118
Arizona ROC No.: 159792
Federal Tax ID No: 860987699
Representative: Al Cooper, President
Telephone: (480) 983-2542
E-mail: alcooper@azbeemandrilling.com

**ENGINEER/
DESIGNER:** Southwest Ground-water Consultants, Inc.
3033 North 44th Street, Suite 120
Phoenix, Arizona 85018-7226
Representative: Stephen D. Noel
Telephone: (602) 955-5547
E-mail: snoel@sgcground-water.com

PROJECT DESCRIPTION: The project consists of the Installation and testing of one (1) new production well for the Town of Florence. The new well is designed to backup Town Well #1 and will be identified as Town Well #2.

PROJECT LOCATION: The new well is located on Town-owned property near the intersection of the Hunt Highway and Pinal Parkway (Arizona Highway 79) on the north side of the Gila River in Florence, Arizona. The cadastral location of the new well is the SW ¼ of the SE ¼ of the NW ¼ of Section 25, Township 4 South, Range 9 East [D(4-9)25BDC].

ARTICLE 2 – CONTRACT DOCUMENTS

2.1 Contract Documents. The Contract between Town and Contractor shall consist of the following Contract Documents:

Invitation to Bid	MAG Specifications
Instructions to Bidders	List of Subcontractors
General Contract Conditions	Contract Change Order Form
Special Provisions	Non-Collusive Bidding Certification
Statutory Bid Bond	Affidavit Regarding Settlement of Claims
Statutory Payment Bond	Bid Terms
Statutory Performance Bond	Bidding Form
Insurance Requirements	Acknowledgement of Addenda Received
Bidder’s Qualification Statement	Specification Book
MAG Details	Town Modifications to MAG Specifications

In the event of a conflict of language between the documents, the provisions of the ITB shall govern. The ITB shall govern in all other matters not otherwise specified by the Contract between the parties. All previous contracts between the Bidder and Town are not applicable to this Contract or other resultant contracts

2.2 Definitions. The definitions in Section 1 of the General Conditions apply to all the Contract Documents, including this Agreement. Additional definitions or defined terms applicable to all the Contract Documents for this Project, if any, include the following:

NA

2.3 Project Specific Conditions. If there are any additional conditions that apply to this Project, they are set forth in the Special Provisions included in the ITB.

2.4 Project Plans And Specifications. A detailed list of the plans and specifications for this Project are included in the ITB.

ARTICLE 3 – DESIGN PHASE SERVICES

Contractor is not providing any Design Phase Services to the Town in relation to this Project.

ARTICLE 4 – CONSTRUCTION SERVICES

4.1 General.

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

4.1.2 Contractor shall provide all of the labor and materials, and perform the Work in accordance with Section 4 of the General Conditions. Some but not all of the major components of the Construction Services and the corresponding subsections of Section 4 of the General Conditions are set forth below.

4.1.3 At all times relevant to this Contract and performance of the Work, the shall fully comply with all Laws, Regulations, or Legal Requirements applicable to Town, the Project and the Contract, including, without limitation, those set forth in the General Conditions.

4.1.4 Contractor shall perform the Work under this Contract using only those firms, team members and individuals designated by Contractor consistent with Contractor's accepted Bid, or otherwise, approved by Town pursuant to the General Conditions. No other entities or individuals may be used without the prior written approval of the Project Manager.

4.1.5 Contractor will comply with all terms and conditions of the General Conditions.

4.1.6 In the event of a conflict between this Contract and the General Conditions or any exhibit hereto or appendix thereto, the terms of this Contract shall control.

4.1.7 Ownership of Work Product. Notwithstanding anything to the contrary in this Contract, all Work Product prepared or otherwise created in connection with the performance of this Contract, including the Work, are to be and remain the property of Town. For purposes of this provision, "Work Product" shall include all designs, drawings, plans, specifications, ideas, renderings and other information or matter, in whatever form created (e.g., electronic or printed) and in all media now known or hereinafter created. All Work Product shall be considered Work Made for Hire, as defined in the United States Copyright Act 17 U.S.C. § 101 (Copyright Act). If for any reason any such Work is found not to be a work for hire, Contractor hereby transfers and assigns ownership of the copyright in such Work to Town. The rights in this Section are exclusive to Town in perpetuity.

4.2 Contractor's Pre-Contract and Pre-Work Deliverables.

4.2.1 The Contractor will provide the Deliverables in accordance with Section 4.2 of the General Conditions.

4.2.2 Any additional items which Contractor must deliver to Town prior to commencing the Work on this Project, if any, include the following: NA

4.3 Pre-Construction Conference. Contractor shall attend the Pre-Construction Conference in accordance with Section 4.3 of the General Conditions.

4.4 Performance of the Work (Including Field Measurements, Subcontractors, and Suppliers). Contractor shall perform the Work in accordance with Section 4.4 of the General Conditions.

4.5 Control Of The Project Site. Contractor shall control and maintain the Project Site in accordance with Section 4.5 of the General Conditions.

4.6 Project Safety. Contractor shall implement and enforce Project safety in accordance with Section 4.6 of the General Conditions.

4.7 Materials Quality, Substitutions and Shop Drawings. Contractor shall provide materials testing and submit substitute materials and shop drawings in accordance with Section 4.7 of the General Conditions.

4.8 Project Record Documents. Contractor shall maintain and make available the Project Record Documents in accordance with Section 4.8 of the General Conditions.

4.9 Warranty and Correction of Defective Work. Contractor shall provide warranties and correct defective Work in accordance with Section 4.9 of the General Conditions.

ARTICLE 5 – TOWN RESPONSIBILITIES

5.1 Town shall have the responsibilities, and provide the information specified in, and subject to the conditions set forth in, Section 5 of the General Conditions.

5.2 Additional services to be provided or responsibilities assumed, by Town, if any, are listed below:
NA

5.3 Additional Information to be provided by Town, if any, is listed below: NA

ARTICLE 6 - CONTRACT TIME

6.1 Contract Time.

6.1.1 The Contract Time shall start with the Notice to Proceed (NTP) and end with Final Acceptance, as set forth Section 6.4 below. The Notice to Proceed cannot be issued until prior to the approval and acceptance by Town of the Bid.

6.1.2 The Contract Time shall be as set forth in the Project Schedule. Contractor agrees that it will commence performance of the Work and complete the Project through both Substantial Completion and Final Completion within the Contract Time.

6.1.3 Time is of the essence of this Contract, for the Project, and for each phase and/or designated Milestone thereof.

6.1.4 Failure on the part of Contractor to adhere to the approved Project Schedule will be deemed a material breach and sufficient grounds for termination of this Contract by Town.

6.2 Project Schedule. The Project Schedule as set forth in the ITB and/or an Exhibit to this Contract shall be updated and maintained throughout Contractor's performance under this Contract in accordance with Section 6.2 of the General Conditions.

6.3 Substantial Completion. Substantial Completion shall be achieved not later than the Substantial Completion Date set forth in the Project Schedule, which is: 42 days. Substantial Completion shall be determined in accordance with Section 6.3 of the General Conditions.

6.4 Final Completion and Final Acceptance.

6.4.1 Final Completion will be obtained within the time period set forth in the Project Schedule, which is: 63 days.

6.4.2 Final Completion will be determined and Final Acceptance will be issued pursuant to Section 6.4 of the General Conditions.

6.5 Liquidated Damages.

6.5.1 Substantial Completion Liquidated Damages. Contractor acknowledges and agrees that if Contractor fails to obtain Substantial Completion of the Work within the Contract Time, Town will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, Town and Contractor agree that if Contractor fails to achieve Substantial Completion of the Work within the Contract Time, Town shall be entitled to retain or recover from Contractor, as liquidated damages and not as a penalty, the following per diem amounts commencing from the Substantial Completion Date required under the Contract until the actual date of Substantial Completion:

\$430.00 per calendar day.

6.5.2 Final Completion Liquidated Damages. For the same reasons set forth in Section 6.5.1 above, Town and Contractor further agree that if Contractor fails to achieve Final Completion of the Work within the Contract Time, Town shall be entitled to retain or recover from Contractor, as liquidated damages and not as a penalty, the following per diem amounts commencing from the actual date of Substantial Completion or the Final Completion Date as required under the Contract, whichever is later, until the actual date of Final Completion:

\$430.00 per calendar day.

6.5.3 MAG Liquidated Damages. If no liquidated damages are specified in Sections 6.5.1 and/or 6.5.2 above, then the liquidated damages provisions in MAG § 108.9 shall apply.

6.5.4 Town may deduct liquidated damages described in this Section 6.5 above from any unpaid amounts then or thereafter due Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due Contractor shall be payable to Town at the demand of Town, together with interest from the date of the demand at the highest lawful rate of interest payable by Contractor.

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

ARTICLE 7 - CONTRACT PRICE

7.1 Contact Price.

7.1.1 In exchange for Contractor's full, timely, and acceptable performance and construction of the Work under this Contract, and subject to all of the terms of this Contract, Town will pay Contractor the "Contract Price", which is \$ 434,745.00 .

7.1.2 The Contract Price is all inclusive and specifically includes all fees, costs, insurance and bond premiums, and taxes of any type necessary to fully, properly and timely perform and construct the Work.

7.2 Costs. For any portion of the Work which, either through this Contract, Change Order or otherwise, is performed and paid for on a cost, or time and materials, basis, the costs which may be reimbursed to Contractor and/or chargeable against the Contract Price shall be determined as set forth in Section 7.3 of the General Conditions.

ARTICLE 8 – PAYMENT

Payments shall be made to Contractor in accordance with Section 8 of the General Conditions.

ARTICLE 9 – CHANGES TO THE CONTRACT

Changes to the Contract may be made in strict accordance with Section 9 of the General Conditions.

ARTICLE 10 – SUSPENSION AND TERMINATION

This Contract may be suspended and/or terminated in accordance with Section 10 of the General Conditions.

ARTICLE 11 – INSURANCE AND BONDS

11.1 Contractor shall provide Insurance as provided in the Insurance Requirement included in the ITB, and in accordance with Section 11.1 of the General Conditions. Contractor shall provide proof of such insurance and all required endorsements in forms acceptable to Town prior to commencing any Work under this Contract.

11.2 Contractor shall provide performance and payment bonds to Town in accordance with Section 11.2 of the General Conditions and A.R.S. § 34-610(A).

11.3 Failure to provide proof of insurance and the required endorsements, or the required bonds, in forms acceptable to Town, will be a material breach and grounds for termination for cause of this Contract.

ARTICLE 12 – INDEMNIFICATION

Contractor shall have and assume the indemnity obligations set forth in Section 12 of the General Conditions.

ARTICLE 13 - DISPUTE RESOLUTION

Any claims or disputes relating to this Contract shall be resolved according to the dispute resolution process set forth in Section 13 of the General Conditions.

ARTICLE 14 – MISCELLANEOUS PROVISIONS

The miscellaneous provisions set forth in Section 14 of the General Conditions shall apply to this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract through their duly authorized representatives and bind their respective entities as of the effective date.

TOWN OF FLORENCE:

CONTRACTOR:

By: _____

By: _____

ATTEST:

Its: _____

Town Clerk

REVIEWED AS TO FORM:

Town Attorney



GENERAL CONDITIONS OF CONTRACT

These terms will be the General Conditions for any Contract entered into as a result of the ITB and are incorporated therein and shall be fully binding upon the Bidder/Contractor

SECTION 1 — SCOPE OF THESE GENERAL CONDITIONS

These General Conditions encompass provisions that apply, and are incorporated into all construction contracts entered into by the Town of Florence, unless otherwise specifically excluded in the executed Contract. Sections 2 through 14 of these General Conditions apply to all construction contracts, in whatever form, including without limitation, Fixed Price, Construction Manager at Risk (CM@Risk), Guaranteed Maximum Price (GMP) Cost-Based, and Job Order Contracts (JOC).

SECTION 2 — GENERAL DEFINITIONS

2.1. The Definitions in the Invitation to Bid (ITB), the Request for Proposals (RFP), Request for Qualifications (RFQ) and/or the JOC Solicitation (JOC) giving rise to the Contract shall apply to these General Conditions and the Contract for the Project.

2.2. Change Order – A written instrument issued after execution of the Contract Documents signed by Town and Contractor, stating their agreement upon all of the following: the addition, deletion or revision in the scope of services or deliverables; the amount of the adjustment to the Contract Price, the extent of the adjustment to the Contract Time, or modifications of other contract terms. The Contract Price and the Contract Time may be changed only by Change Order.

2.3. Town (Owner or OWNER) – Town of Florence, Arizona a municipal corporation, with whom Contractor has entered into the Contract and for whom the Services and/or Work are to be provided pursuant to the Contract(s).

2.4. Contract – The written agreement executed between Town and Contractor, including all of the Contract Documents.

2.5. Contract Documents – The documents which together form the Contract between Town and Contractor, as identified in Article 2 of the Contract, or are otherwise incorporated into the Contract, including the Contract, the exhibits thereto, these General Conditions, any Notice to Proceed, and any Job Order (if applicable), the Plans and Specifications, Project Schedule, written and properly executed Change Orders, MAG Specifications and Town's amendments thereto, and any other documents so designated in the Contract.

2.6. Contract Price – The agreed-upon price to be paid to Contractor for full, timely, and acceptable completion of the Services or Work under the terms of the Contract.

2.7. Contract Time(s) – The number of days or the dates related to the applicable phase, Substantial Completion, and/or Final Completion as stated in Contract Documents. The Contract Time is set forth in the Contract, and is based upon the Project Schedule agreed to by Town in writing.

2.8. Contractor – The person or corporation with whom Town has entered into an agreement for construction related work or services in relation to the Project at issue. As used in these General Conditions, the term Contractor includes CM@Risk and JOC under contract with Town to provide pre-construction and/or construction services.

2.9. Contractor Payment Request – The form that is accepted by Town and used by Contractor in requesting progress payments or final payment and which shall include such supporting documentation as is required by the Contract Documents and/or Town.

2.10. Construction Documents – The plans, specifications, and drawings prepared and issued by the Design Professional and approved by Town for construction, meaning the documents are sealed by the Contractor (as required), acceptable for permitting and incorporated into the Contract by reference. All amendments and modifications to the Construction Documents must be approved in writing by Town prior to incorporation into the Contract.

2.11. Critical Path – Critical path is the sequence of project network activities which add up to the longest overall duration. Once established in the Project Schedule, the Critical Path for the Project shall not be changed without prior written approval of Town.

2.12. Day – Calendar day(s) unless otherwise specifically stated in the Contract Documents.

2.13. Float – The number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Contract Time. Unless otherwise expressly agreed in writing, all Float belongs to Town.

2.14. MAG Specifications – The latest revision of the latest edition (or the latest edition adopted by the Town) of the Uniform Standard Specifications for Public Works Construction published by MAG.

2.15. MAG Standard Details – The latest revision of the latest edition (or the latest edition adopted by the Town) of Uniform Standard Details as published by MAG.

2.16. Notice to Proceed (NTP) – A written notice given by Town to Contractor fixing the date on which Contractor will start to perform Contractor's obligations under the Contract. The Notice to Proceed shall not be issued until the Contract Price is approved and accepted by Town.

2.17. Project – The Project specified in the Contract (including a Job Order).

2.18. Project Manager – The Project Manager designated in Article 1 of the Contract, or any successor thereto designated by Town. The Project Manager has the authority to act on behalf of Town, as delineated and limited by the Contract Documents and applicable law. Town shall communicate with Contractor through the Project Manager. However, the Project Manager has no authority to bind Town or Town Council in contravention of any Town code, State or Federal statute or regulation, or these General Conditions.

2.19. Project Schedule – The schedule for the completion of the Project agreed to and/or required by Town and incorporated into the Contract.

2.20. Project Specific Conditions – Additional conditions which apply to the specific Project and/or Scope of Work which are set forth in the ITB.

2.21. Proposal – A Proposal submitted to the Town by a Contractor in response to an Invitation to Bid (ITB), Request for Qualifications (RFQ), an Request for Proposals (RFP) or other solicitation or request by the Town. Proposals may be Fixed Price, Guaranteed Maximum Price (GMP), Unit Price, or other form as required or requested by the Town.

2.22. Requests for Information (RFIs) – Formal written request from Contractor to Town and/or Contractor for the Project seeking clarification or additional information needed for Contractor to properly complete the Work and/or Services under the Contract. Town may require RFI's to be submitted on a specific form or in a specified format.

2.23. Schedule of Values (SOV) – The specified document prepared by Contractor, and approved and accepted by Town, which divides the Contract Price into pay items, such that the sum of all pay items equals the Contract Price for the construction phase Work, or for any portion of the Work having a separate specified Contract Price.

2.24. Scope of Work – The scope of work agreed to and/or required by Town and incorporated into the Contract as set forth in the ITB and/or an Exhibit to the Contract.

2.25. Subconsultant – A person, firm or corporation having a Contract with Consultant/Contractor to furnish services required as its independent professional associate or consultant with respect to the Project.

2.26. Subcontractor – An individual or firm having a direct Contract with Contractor or any other individual or firm having a Contract with the aforesaid contractors at any tier, who undertakes to perform a part of the pre-construction services or construction phase Work at the site for which Contractor is responsible. Subcontractors shall be selected through the Subcontractor selection process described in the Contract Documents, if any.

2.27. Total Float – Number of Days by which the pre-construction services or construction phase Work or any part of the same may be delayed without necessarily extending a pertinent Contract Time or schedule milestone in the Project Schedule.

2.28. Work – The entire completion of construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

SECTION 3 — STANDARD SPECIFICATIONS AND DETAILS

3.1 Town operates under the latest revision of the MAG Specifications as amended by Town.

3.2 Town also operates under the MAG Standard Details, as amended by Town.

3.3 Copies of the MAG Specifications and MAG Standard Details are available at the Maricopa Association of Governments office, 302 N. 1st Avenue, Suite 300, Phoenix, Arizona. They may also be downloaded at their Web site: <http://www.mag.maricopa.gov/under> "Publications."

3.4 The MAG Specifications and Standard Details and Town's amendments thereto are incorporated into the Contract.

SECTION 4 — CONTRACTOR'S RESPONSIBILITIES FOR CONSTRUCTION SERVICES

4.1 General

4.1.1 Contractor shall construct the Work in accordance with the Contract Documents and as outlined in the Contract Documents to the satisfaction of Town, exercising the degree of professional care, skill, diligence, quality and judgment that a professional Contractor engaged, experienced and specializing in the construction of construction and/or facilities of similar scope, function, size, quality, complexity and detail in urban areas throughout the United States comparable to the Town would exercise at such time, under similar conditions.

Contractor shall, at all times, perform the Work in conformance with sound and generally accepted engineering principles and construction management and construction contracting practices.

4.1.2 Contractor shall comply with, and require all Subcontractors to comply with, the Arizona Contractors' license laws, including all requirements with respect to being duly registered and licensed.

4.1.3 Immigration Laws: Pursuant to A.R.S. § 41-4401, Contractor warrants to Town that Contractor and all its subcontractors are in compliance and will comply with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. § 23-214(A). Contractor acknowledges that a breach of this warranty by Contractor or any of its subcontractors is a material breach of this Agreement subject to penalties up to and including termination of the Contract or any subcontract. The Town retains the legal right to inspect the papers of any employee of or any subcontractor who works on this Contract to ensure compliance with this warranty, and may conduct random verification of the employment records of Contractor and any of its subcontractors to ensure compliance with this warranty. Town will not consider Contractor or any of its subcontractors in material breach of the foregoing warranty if Contractor and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by Arizona Revised Statutes § 23-214(A). The provisions of this Section must be included in any agreement Contractor enters into with its subcontractors who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property. Breach of this warranty shall constitute a material breach of the contract and shall subject the Contractor to penalties including termination of the Agreement at the sole discretion of the Town.

4.5.4 Contractor further understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The Contractor understands and Acknowledges that it must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees," and A.R.S. §§ 1-501 and 502.

4.2 Contractor's Pre-Contract and Pre-Work Deliverables

4.2.1 Before beginning any Work under the Contract, Contractor shall execute the Contract and deliver to Town the items listed in Sections 4.2.3 and 4.2.4 below, and the Contract must be executed by Town. Failure to do so will be a material breach of the Contract entitling Town to terminate the Contract for Cause.

4.2.2 When Contractor delivers the executed Contract to Town, Contractor shall also deliver to Town such bonds and certificates of insurance with endorsements in such amounts (and other evidence of insurance requested by Town) required under Section 11 of these General Conditions, and as the Contract requires.

4.2.3 Government Approvals and Permits. Contractor shall obtain all necessary permits for the Work and pay all applicable fees, unless otherwise noted on the plans and in the specifications. Contractor is specifically notified of the need to obtain the necessary environmental permits or file the necessary environmental and regulatory permit notices. Copies of all permits and the associated notices must be provided to Town prior to starting the permitted activity.

4.3 Pre-Construction Conference

4.3.1 Prior to the commencement of any Work, Town may schedule a Pre-Construction Conference.

4.3.2 Prior to the Pre-construction Conference, Contractor shall provide the Project Team with a Schedule of Values in a form specified by Town reflecting the subcontracts and other categories that will be used to submit Pay Applications for the Work. The total amount of the Schedule of Values shall not be greater than the Contract Price and shall identify Contractor's Contingency, if applicable. The Schedule of Values shall be reviewed at the Pre-Construction Conference and revised in response to comments and questions from Town. Once accepted by Town in writing, the Schedule of Values for the Project will not be changed without the prior written approval of Town.

4.4 Performance of the Work (including Field Measurements, Subcontractors, and Suppliers)

4.4.1 Unless otherwise provided in the Contract Documents to be the responsibility of Town or a separate Contractor, Contractor shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Contractor to complete the Work consistent with the Contract Documents.

4.4.2 Contractor's Superintendent shall be present at the Site at all times that material Work under this Contract is taking place. Contractor's Superintendent or designee shall be present at the Site at all times any other Work under this Contract is taking place. All elements of the Work shall be under the direct supervision of a foreman or his designated representative on the Site who shall have the authority to take actions required to properly carry out that particular element of the work.

4.4.3 Before ordering materials or doing work, Contractor and each Subcontractor shall verify measurements at the Site and shall be responsible for the correctness of such measurements. No extra charge or compensation will be allowed because of differences between actual dimensions and the dimensions indicated on the Contract Documents, including the drawings.

4.4.4 If Contractor observes error, discrepancies or omissions in the Contract Documents, it shall promptly notify the Contractor and Town and request clarification. Contractor shall be liable to Town for damages resulting from error, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions in the Contract Documents. If Contractor, with the exercise of reasonable care, should have recognized such error, inconsistency, omission or difference and fails to report it to Town, and if Contractor proceeds with the Work affected by such observed errors, discrepancies or omissions, without receiving such clarifications, it does so at its own risk.

4.4.5 In all cases of interconnection of its Work with existing or other work, Contractor shall verify at the Site all dimensions relating to such existing or other work. Any errors due to Contractor's failure to so verify all such grades, elevations, locations or dimensions shall be promptly rectified by Contractor without any increase in the Contract Price. Any design errors or omissions noted by Contractor during this review shall be reported promptly to Town.

4.4.6 Contractor shall be responsible for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Town and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

4.4.7 Contractor will not substitute or change any Subcontractor or Supplier without the prior written approval of Town. Any substitute or replacement Subcontractor or Supplier shall be required to meet the same qualifications and selection criteria and process as the original Subcontractor or Supplier. If a Subcontract/Supplier selection plan has been approved by Town, Contractor will follow that plan unless otherwise approved by Town in writing.

4.4.8 Contractor shall not change or replace any members of its Project team, including Contractor's Representative, Project Manager, or Superintendent, without an explanation for the change being given to Town, and receiving prior written approval of the change from Town, which approval will not be unreasonably withheld.

4.4.9 Subcontractors whose scope of work has a value greater than 15% of the total Contract Price may be required to furnish performance and payment bonds to Contractor if directed in writing by Town.

4.5 Control of the Project Site

4.5.1 Throughout all phases of construction, including suspension of Work, Contractor shall keep the Site reasonably free from debris, trash and construction wastes to permit Contractor to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Prior to Final Acceptance of the Work, or a portion of the Work, Contractor shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Town to occupy the Project or a portion of the Project for its intended use

4.5.2 Contractor shall take whatever steps, procedures or means necessary to prevent dust nuisance due to construction operations. The dust control measures shall be maintained at all times to the satisfaction of Town and in accordance with the requirements of the Pinal County Bureau of Air Pollution Control Rules and Regulations.

4.5.3 Contractor shall be responsible to Town for the acts and omissions of Contractor's employees, Subcontractors and their agents and employees, and any other person performing any of the Work under a Contract with Contractor, or claiming by, through or under Contractor, for all damages, losses, costs and expenses resulting from such acts or omissions.

4.6 Project Safety

4.6.1 Contractor is responsible for safety of the job site for employees of Contractor as well as for members of the general public and others who may drive or walk through or be at the site.

4.6.2 Contractor assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

4.6.3 Contractor shall provide a "competent person" as required by O.S.H.A regulations. The "competent person" shall be identified at the Pre-Construction Conference with Town advised in writing of any changes.

4.6.4 Contractor and Subcontractors shall comply with all legal and regulatory requirements relating to safety, as well as any Town specific safety requirements set forth in the Contract Documents, provided that such Town-specific requirements do not violate any applicable legal and regulatory requirements.

4.6.5 As between Town and Contractor, Contractor is responsible to Town for any and all the safety issues relating to the Work on the Project. Contractor shall administer and manage the safety program. This will include, but not necessarily be limited to review of the safety programs of each Subcontractor. Contractor shall monitor the establishment and execution of compliance with all applicable regulatory and advisory agency construction safety standards.

4.6.6 Contractor shall maintain and have sole responsibility for safety on the job site.

4.7 Materials Quality, Substitutions and Shop Drawings

4.7.1 Quality Control and Quality Assurance Testing. All construction materials to be used or incorporated in the Project are subject to inspection, Quality Control & Quality Assurance Testing, and approval or rejection by Town. Any material rejected by Town shall be removed immediately and replaced in an acceptable manner to Town at no additional cost to Town. When QC/QA tests indicate noncompliance with the Contract Documents, retesting shall be performed by the same testing laboratory that performed the tests that indicated noncompliance.

4.7.2 Shop Drawings

4.7.2.1 Contractor shall prepare and submit Shop Drawings which show details of all work to insure proper installation of the Work using those materials and equipment specified under the Approved Plans and Specifications.

4.7.2.2 A schedule of Shop Drawing submissions shall be submitted with the Project Schedule for Town approval that avoids bulk submissions to the extent reasonably possible. Unless otherwise noted, Shop Drawings will not be required for items specified or detailed in the Uniform Standard Specifications and Details or the Technical Specifications. The schedule of Shop Drawing submissions shall include all of the items for which Shop Drawings are required by the Contract Documents, including the Specifications.

4.7.2.3 Shop Drawings shall be numbered consecutively for each specification section and shall accurately and distinctly present the following:

- (a) All working and erection dimensions.
- (b) Arrangements and sectional views.
- (c) Necessary details, including complete information for making connections between work under this Contract and work under other Contracts.
- (d) Kinds of materials and finishes.
- (e) Parts list and description thereof.

4.7.2.4 Contractor shall schedule, prepare and submit all shop drawings in accordance with a time-table that will allow its suppliers and manufacturers sufficient time to fabricate, manufacture, inspect, test and deliver their respective products to the project site in a timely manner so as to not delay the complete performance of the work.

4.7.2.5 The review of Shop Drawings will be general and shall not relieve Contractor of responsibility for the accuracy of such drawings, nor for the proper fitting and construction of the Work, nor for the furnishing of materials or Work required by the Contract. No construction called for by Shop Drawings shall be initiated until such drawings have been reviewed and approved by Town.

4.7.3 Long Lead Time Items. Contractor shall submit Shop Drawings, as required by the Engineer, on all long lead items to be furnished and installed as part of the project within ten (10) days after execution of the Contract. In addition, Contractor shall order all long lead items to be furnished and installed as part of this Project within (3) days after receiving approved Shop Drawings. For all long lead times for which shop drawings are not required, Contractor shall order said long lead items within fifteen (15) days after execution of the Contract. Within two (2) days after ordering long lead items, Contractor shall supply copies of all purchase orders, along with an accurate delivery schedule from the supplier.

4.8 Project Record Documents

4.8.1 During the construction period, Contractor shall maintain at the jobsite a full-size set of prints of the Construction Document Drawings and Shop Drawings for Project Record Document purposes.

4.8.2 Contractor shall mark these drawings to indicate the actual installation where the installation varies from the original Construction Documents. Contractor shall give particular attention to information on elements that will be concealed, which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:

- (a) Dimensional changes to the Drawings.
- (b) Revisions to details shown on Drawings.
- (c) Locations and depths of underground utilities.
- (d) Revisions to routing of piping and conduits.

- (e) Actual equipment locations.
- (f) Changes made by Change Order or Addendum.
- (g) Details not on original Contract Drawings.

4.8.6 Contractor shall submit Project Record Drawing sets and Shop Drawings to Town or its representative for review and comment.

4.8.7 Upon receipt of the reviewed Project Record Drawings from Town, Contractor shall correct any deficiencies and/or omissions to the drawings and submit the final original of the Project Record Drawings to Town prior to Final Acceptance and as a condition of Final Acceptance.

4.8.8 Project Manager will review the Project Record Drawings monthly prior to the date established for the Payment Request and shall be the sole judge of acceptance of these drawings.

4.9 Warranty and Correction of Defective Work

4.9.1 Contractor warrants to Town that the construction of the Work shall be of good and workmanlike quality and completed in strict conformance with all applicable laws, rules and regulations and the plans and specifications and all other terms and conditions of the Contract Documents, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship.

4.9.2 The date of Substantial Completion shall be the beginning of the Warranty period, irrespective of early completion by some Subcontractors of their work. Contractor shall furnish extended warranties for facilities placed in service before Substantial Completion and that expire no earlier than one year beyond Substantial Completion, except as otherwise required in the Contract Documents.

4.9.3 Contractor's warranty obligation shall be in accordance with MAG Specifications.

4.9.4 In addition, unless otherwise specified in the Contract Documents, Contractor and Subcontractors shall provide to Town all of the following written warranties that apply to the Work, in a form acceptable to Town.

- (a) General Warranty — Two (2) years.
- (b) Mechanical Contractor — Two (2) years.
- (c) Plumbing Contractor — Two (2) years.
- (d) Electrical Contractor — Two (2) years.
- (e) Roofing Contractor — Two (2) years.
- (f) Roofing Manufacturer — Ten (10) years.
- (g) Caulking — One (1) year.
- (h) Steel Joists, Certificate of Manufacture.
- (i) Exterior Metal Wall System — Five (5) years.
- (j) Painting — One (1) year.
- (k) Termite — Five (5) years.
- (l) Sheet Metal: Zinc coating thickness on hot-dipped galvanized.
- (m) Metals- One (1) year.
- (n) Acoustical Tile — Five (5) years.
- (o) Resilient Floor Covering — One (1) year.

4.9.5 Nothing in the warranties contained in the Contract Documents are intended to limit any manufacturer's warranty which provides Town with greater warranty rights than set forth in this Section or the Contract Documents. Contractor will provide Town with all manufacturers' warranties prior to Final Acceptance.

4.9.6. A progress payment, or partial or entire use or occupancy of the Project by Town, shall not constitute acceptance of Work not in accordance with the Contract Documents.

4.9.9 Without limiting the foregoing or anything in these General Conditions or the Contract to the contrary, Contractor shall obtain and provide to Town all warranties for any portion of the Project offered by the manufacturer, installer or provider thereof. Town and the user of the facility shall have the right to the full value and benefit of all such warranties. Contractor will ensure all such warranties are fully transferrable to facilitate the full value of this Section 4.9.9.

SECTION 5 — TOWN'S RESPONSIBILITIES

5.1 Town Project Manager. Project Manager is responsible for providing Town-supplied information and approvals in a timely manner to assist Contractor to fulfill its obligations under the Contract Documents.

5.2 Contractor Services. Town may contract separately with one or more Contractors to provide construction administration of the Project. The Contractor's Contract, as well as other firms hired by Town shall be furnished to Contractor. Contractor shall not have the right to limit or restrict or reject any Contract modifications that are mutually acceptable to Town and Contractor.

SECTION 6 — CONTRACT TIME

6.1 Contract Time.

6.1.1 The Contract Time shall start with the Notice to Proceed ("NTP") and end with Final Acceptance, as set forth in Section 6.4 below.

6.1.2 The Notice to proceed shall be issued in accordance with MAG Specifications § 108.

6.1.3 The Contract Time shall be as set forth in the Project Schedule. Contractor agrees that it will commence performance of the Work and complete the Project through both Substantial Completion and Final Completion within the Contract Time.

6.1.4 Time is of the essence of this Contract, for the Project, for the Work, and for each phase and/or designated Milestone thereof.

6.2 Project Schedule.

6.2.1 The Project Schedule shall be updated and maintained throughout the Contract Time.

6.2.2 The Project Schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Contractor of its obligations to complete the Work within the Contract Time, as adjusted in accordance with the Contract Documents. No modification to the Contract Documents or the Contract Time shall be effective unless approved in advance by Town.

6.2.3 An updated Project Schedule shall be submitted monthly to Town as part of the Payment Request.

6.2.4 Contractor shall provide Town with a monthly status report with each Project Schedule detailing the progress of the Work, including: (i) if the Work is proceeding according to schedule, (ii) any discrepancies, conflicts, or ambiguities found to exist in the Contract Documents that require resolution, and (iii) other information detailing items that require resolution so as not to jeopardize the ability to complete the Work in the Contract Time.

6.2.5 Acceptance of a submitted schedule by Town should in no way be construed as an affirmation or admission that the schedule is reasonable or workable by Contractor. The responsibility for completing the Work on the Project within the Contract Time remains the obligation of Contractor. Town's review shall not relieve Contractor from compliance with the requirements of the Contract Documents or be construed as relieving Contractor of its complete and exclusive control over the means, methods, sequences and techniques for executing the work.

6.2.6 Critical Path Method (CPM)

6.2.6.1 Unless otherwise specified in the Contract, the Project Schedule shall include a Critical Path Method (CPM) diagram schedule showing the sequence of activities, the interdependence of each activity and identifies the Critical Path.

6.2.6.2 The CPM diagram schedule shall be in calendar Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float Times for all activities except critical activities. The CPM diagram shall be presented in a time scaled graphical format for the Project as a whole.

6.2.7 Float Time

6.2.7.1 The total Float Time within the overall schedule is for the exclusive use of Town, but Town may approve Contractor's use of Float as needed to meet contract Milestones and the Project completion date.

6.2.7.2 Contractor shall not be allowed to sequence, hide, or reallocate Float Time through such strategies, as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, tec. No time extensions will be granted nor delay damages paid until a delay occurs which extends the Work beyond the Contract Time.

6.2.7.3 Rain-Related Delays. Contractor is required, in preparing the Project Schedule to take into account all relevant weather conditions, including normal rainfall and distribution. No additional Compensation shall be given for any rain-related delays or impacts on the Work or the Project Schedule. The burden of documenting normal rainfall, the excessive rainfall and the impact on Critical Path activities is on Contractor.

6.3 Substantial Completion.

6.3.1 When Contractor considers that the Work, phase or a portion thereof, which Town agrees to accept separately, is substantially complete, Contractor, in conjunction with the Inspector, shall prepare and submit to the Project Manager a comprehensive Punch List of items to be completed or corrected prior to Final Acceptance and Final Payment

6.3.2 Upon receipt Contractor's Punch List, Project Manager will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the inspection by the Project Manager discloses any item, whether or not included on Contractor's Punch List, which is not sufficiently completed in accordance with the Contract Documents so that Town can occupy or utilize the Work, phase or designated portion thereof for its intended use, Contractor shall, before issuance of the Certificate of Substantial Completion, compete or correct such item upon notification by Project Manager.

6.3.3 Certificate of Substantial Completion. The Project Manager shall not issue a Certificate of Substantial Completion unless and until the Work (or separable units or Phases as provided in the Contract Documents) is essentially and satisfactorily complete in accordance with the Contract Documents, such that the Project is ready for use by Town for its intended purpose, opening to the general public, full occupancy or use by Town (including, without limitation, all separate units, or rooms, facilities, access, income-generating areas, and/or

all areas serving the general public, as applicable, shall be ready for full operation without material inconvenience or discomfort), including, to the extent applicable to the Work, the following: all materials, equipment, systems, controls, features, facilities, accessories and similar elements are installed in the proper manner and in operating condition, inspected and approved; surfaces have been painted; masonry and concrete cleaned with any sealer or other finish applied; utilities and systems connected and functioning; site work complete; permanent heating, ventilation, air condition, vertical transportation and other systems properly operating with proper controls; lighting and electrical systems installed, operable and controlled; paving completed, signage installed, and/or other work as applicable, has been performed to a similar state of essential and satisfactory completion. In no event shall Substantial Completion be deemed to have occurred unless and until: (i) a temporary certificate of occupancy has been issued by the appropriate Governmental Authorities (as applicable) and (ii) all terms and Work required under this Agreement have been fulfilled by Contractor and same shall have also been approved and accepted by Town, subject only to the Punch List Items.

6.4 Final Acceptance and Final Completion.

6.4.1 Unless otherwise expressly agreed to in writing by Town, Final Completion must be obtained by no later than 30 calendar days after the date of Substantial Completion. Failure to timely obtain Final Completion will be a material breach of the Contract.

6.4.2 Upon receipt of written notice that the Work is ready for final inspection and acceptance, Town and Contractor will jointly inspect to verify that the remaining items of Work have been completed. There shall be no partial acceptance. Final Acceptance shall not be issued and Final Completion shall not occur until all items of work, including Punch List Items, have been completed to Town's satisfaction as reflected in the written Final Acceptance.

6.4.3 Final Payment under Section 8.4 below shall not be due, owing, or paid by Town until Final Completion is obtained.

SECTION 7 — CONTRACT PRICE

7.1 Fixed Price Contracts. The Contract Price for all Fixed Price Contracts shall be the amount set forth in the Contract.

7.2 Town Sales Tax. Contractor is required to pay Town Sales Tax on any contracting activity done for the Town, and this cost shall be included in all Contract Prices.

SECTION 8 — PAYMENT

8.1 Payment For Construction Services.

8.1.1 Subject to the terms of the Contract Documents, including this Section 8, payment for the Work will be made in accordance with MAG Specifications § 109 as amended below.

8.1.2 In MAG Specifications § 109.7 (A), replace the first paragraph of the subsection with the following:

Town will make monthly progress payments during the course of the contract. The payments (estimates of work completed) will be prepared by Contractor on form provided by Town, and approved by Project Manager. The monthly payment cycle will start with the date of the Notice to Proceed. Town may process payments more frequently if requested by Contractor and agreed to in writing by Town.

8.1.3 Payments shall be made pursuant to A.R.S. § 34-221 and/or § 34-609, as applicable.

8.1.4 When construction of the Project is fifty percent (50%) completed, Contractor may request payment of one-half of the retention pursuant to A.R.S. § 34-221(C)(3) and/or §34-609(B)(3), subject to all of Town's rights to withhold or offset payments, and/or other rights of Town, under the Contract.

8.1.5 Town reserves the right under A.R.S. § 34-221(C)(3) and/or § 34-609(B)(3) to reinstate the ten percent (10%) retention if Town determines that satisfactory progress is not being made.

8.2 Final Payment. Subject to all of Town's rights to withhold or offset payment, and other rights under the Contract, Final Payment including remaining retainage shall be paid only after: (i) the Work has been fully completed (including completion of all incorrect or incomplete work items) and the written Final Acceptance has been issued by Town; (ii) necessary operating manuals, any excess materials and supplies necessary for matching materials and supplies incorporated into the Work, and complete "as-built" drawings (including the Building Information Model, if required by the Contact Documents), plans and specifications have been delivered to Town; (iii) full and unconditional lien waivers and releases by Contractor and any person performing labor or supplying material, machinery, fixtures, or tools for the Work have been delivered to Contractor; (iv) all conditions and requirements imposed by Town or any financing entity for the corresponding disbursement have been met; and (v) Contractor delivers to Town a Contractor Payment Request Form requesting Final Payment.

8.3 Town's Right to Withhold Payment. Town may withhold payment to such extent as may be necessary in Town's opinion to protect Town from loss for which Contractor is responsible, including, without limitation:

- i. Defective Work not remedied;
- ii. Third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Town is provided by Contractor;
- iii. Failure of Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- iv. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- v. Damage to the Town or another Contractor;
- vi. Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- vii. Persistent failure to carry out the Work in accordance with the Contract Documents.

8.4 Joint/Direct Checks. Payments to Contractor may be made by checks payable jointly to Contractor and its employees, agents, subcontractors and suppliers, or any of them, and when in the sole opinion of the Town it is advisable, payments may be made directly to Contractor's subcontractors and any amount so paid shall be deducted from the amounts owed to Contractor under this Contract.

8.5 Payment Not A Waiver. No payment (nor use or occupancy of the Project by the Town) shall be deemed acceptance or approval of the Work or as a waiver of any claims, rights, or remedies of Town.

8.4 Liens and Bond Claims. Contractor shall make all payments, in the time required, of all labor and materials furnished to Contractor in the course of the Work and shall promptly furnish evidence of such payments as Town may require. Contractor shall pay when due all claims arising out of performance of the Work covered by this Contract for which a lien may be filed either against the real estate or leasehold interest of Town, or against payments due from Town to Contractor, or for which a claim may be made against any payment or

performance bond or both. To the fullest extent permitted by law, Contractor agrees that no liens or other claims in the nature of a lien against the real estate, leasehold, or other interest of Town, against payment due from Town to Contractor, or against any payment or performance bond, shall be filed or made in connection with the Work by any party who has supplied professional services, labor, materials, machinery, fixtures, tools, or equipment used in or in connection with the performance of this Contract, and Contractor agrees to remove or to cause to be removed any such liens or claims in the nature of a lien or bond claim within ten (10) days upon receiving notice or obtaining actual knowledge of the existence of such liens or claim. In addition, Contractor agrees to defend, indemnify, and hold harmless Town from and against any and all such liens and claims. This paragraph does not apply to claims and liens of Contractor due to non-payment for work performed.

8.5 Financial Record Keeping and Town's Audit Right.

8.5.1 Records for all Contracts between Town and Contractor shall, upon reasonable notice, be open to inspection and subject to audit, scanning, and/or reproduction during normal business working hours. Town or its designee may conduct such audits or inspections throughout the term of this Contract and for a period of three years after Final Payment or longer if required by law.

8.5.2 Town, its authorized representative, and/or the appropriate agency, reserve the right to audit Contractor's records in compliance with local, state or federal policies, statutes or at Town's discretion, within three (3) years of Final Acceptance of the Work.

SECTION 9 — CHANGES TO THE CONTRACT

9.1 Extra Work/Changes in the Work.

9.1.1 Town reserves the right to make such changes in the plans and specifications for the Work, as it may deem appropriate and any such change as set forth in a written Change Order or Extra Work Order shall be deemed a part of this Contract as if originally incorporated herein.

9.1.2 Contractor shall not be entitled to payment for additional work unless a written Change Order or Extra Work Order, in form and content prescribed by Town, has been executed by Town prior to starting the additional work.

9.1.3 Any agreement which modifies the terms of the Contract (including Change Orders) shall be approved in writing by the Project Manager. Once properly executed by both parties, these modifications to the Contract shall have the same effect as if they had been included in the original Contract.

9.2 Accuracy of Change Order Pricing Information. Signature by the contracting parties shall constitute full accord and satisfaction between Town and Contractor for all costs, damages, and expenses of whatever kind of nature, including delay, impact or acceleration damages, which may be occasioned by a Change Order of other modification of the Contract agreed to in writing.

SECTION 10 — SUSPENSION AND TERMINATION

10.1 Suspension. Town may suspend the Contract and/or Contractor's performance in accordance with MAG Specifications § 105.1.

10.2 Termination by the Town for Cause.

10.2.1 MAG Specifications § 108.11 applies to the Contract.

10.2.2 Town may also terminate the Contract if Town determines, in its sole discretion, that Contractor has:

- (a) Refused or failed to supply enough properly skilled workers or proper materials;
- (b) Failed to make payment to Subcontractors for materials or labor in accordance with the respective agreements between Contractor and the Subcontractors;
- (c) Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- (d) Otherwise breached a provision of the Contract Documents or any other contract between Town and Contractor.

10.2.3 When any of the above reasons exist, Town may terminate the Contract, without prejudice to any other rights or remedies of Town, after giving Contractor and Contractor's surety, if any, seven (7) days' prior written notice of Town's intent to terminate the Contract and Contractor's failure to cure any such reasons. Upon such termination, Town may: (1) take possession of the Site and of all materials thereon owned by Contractor; and/or (2) finish the Work by whatever reasonable method Town may deem expedient. When Town terminates the Contract for one of the reasons state above, Contractor shall not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Contract Price, excluding any remaining Contingency existing at the time of such termination exceeds the costs and expenses of finishing the Work and any other damages incurred by Town, such excess shall be paid to Contractor. If such costs, expenses and damages exceed such unpaid balance, Contractor shall pay the difference to Town. This obligation for payment shall survive termination of the Contract.

10.3 Termination by Town for Convenience. Town may also terminate the Contract at any time for its convenience upon seven (7) days written notice to Contractor specifying the termination date. In the event of termination which is not the fault, in whole or in part, of Contractor, Town shall pay to Contractor only such compensation, including reimbursable expenses, due for Work properly performed on the Project prior to the termination date. Upon any termination of the Contract, no further payments shall be due from Town to Contractor.

10.4 A.R.S. § 38-511. The Contract is subject to, and may be terminated by Town in accordance with, the provisions of A.R.S. § 38-511.

10.5 Non-Appropriation. Town is a government agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If Town determines that it does not have funds to meet its obligations under the Contract, Town shall have the right to terminate the Contract without penalty on the last day of the fiscal period for which funds were legally available for the Project.

10.6 Under no circumstances shall Town have any liability for any costs, expenses, overhead, or profits in relation to any work not actually performed, or for any future or anticipated profits, recovery, damages, expenses, or losses.

SECTION 11 — INSURANCE AND BONDS

11.1 Insurance Requirements.

11.1.1 Contractor shall obtain, maintain, and provide verification of insurance coverage set forth in the Town's Insurance Requirements, as modified by any applicable Special Provisions, of the Contract.

11.1.2 Town may, in the Contract Documents, designate additional insured(s) along with Town (and their respective employees, members, representatives, agents and affiliates) on all required insurance

policies, and all coverage applicable to Town under this Section 11.1 and the Insurance Requirements in the Town's Insurance Requirements shall apply to such designated additional insured(s) as well.

11.2.3 Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of this Contract.

11.1.4 Subcontractors. Contractor's certificate(s) shall include all Subcontractors as additional insureds under its policies or Contractor shall furnish to Town separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to the minimum requirements set forth in the Contract Documents, including the Town Insurance Requirements.

11.2 Bonds and Other Performance Security.

11.2.1 Prior to execution of the Contract, Contractor shall provide a Performance Bond and a Payment Bond, each in an amount equal to the full amount of the Contract Price.

11.2.2 Each such bond shall be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the State of Arizona, issued by the Director of the Arizona Department of Insurance. A copy of the Certificate of Authority shall accompany the bonds.

11.2.3 The bonds shall be made payable and be acceptable to Town. The bond forms for the performance and payment bonds shall be in the forms required under A.R.S. § 34-221, *et seq.*

11.2.4 All bonds submitted for this project shall be provided by a company which has been rated AM Best rating of A- or better for the prior four quarters by the latest edition of the 'Results Best's Key Rating Guide (Property/Casualty)' published by the A.M. Best Company.

11.2.5 Personal or individual bonds are not acceptable.

SECTION 12 - INDEMNIFICATION

12.1 To the fullest extent permitted by law, Contractor, its successors and assigns shall defend, indemnify and hold harmless the Town and its agents, representatives, officers, directors, officials and employees from all demands, proceedings, suits, actions, claims, damages, or losses relating to, arising out of, resulting from or alleged to have resulted from the performance of the Work or failure to comply with Contractor's obligations under the Contract Documents or any laws, regulations, or legal requirements. Contractors' duty to defend, indemnify and hold harmless Town and its agents, representatives, officers, directors, officials and employees shall arise in connection with all demands, proceedings, suits, actions, claims, workers' compensation claims, unemployment claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) that are attributable to personal or bodily injury, sickness, disease, death or injury to, impairment or destruction of property including loss of use resulting therefrom, caused by any act or omission of Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

12.2 Contractor shall also defend, indemnify and hold harmless Town, the Contractor, any jurisdiction or agency issuing permits for any work involved in the project and their consultants and each of their directors, officers, employees and agents from and against all losses, expenses, damages (including damages to the work itself), attorney's fees and other costs including costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of the Work and all of Contractor's obligations under the Contract. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

12.3 The indemnified party shall have the right to approve the legal counsel selected by Contractor or the insurer of the liability, which approval shall not be unreasonably withheld.

12.4 The defense, indemnification, hold harmless provisions and Town's Liability Insurance set forth herein shall survive any termination of the Contract.

SECTION 13 — DISPUTE RESOLUTION

13.1 Informal Dispute Resolution. The parties to the Contract agree that time is of the essence in relation to performance of the Contract and completion of the Project, therefore any and all disputes in relation to the Contract will initially be referred to the Project Manager, the Design Professional Representative and/or the Contractor Representative as applicable to the dispute, for immediate resolution. If, after good faith efforts to reach a resolution, none is reached, any party to the dispute may submit the dispute to the Dispute Resolution Representative ("DRR") process set forth below, which is intended to be an expedited process.

13.2 Dispute Resolution Representative (DRR) Process.

13.2.1 The Parties under the Contract agree that all claims and disputes in relation to the Project which are not resolved in the ordinary course of the Project (Claim or Claims) shall, as a prerequisite to any mediation, or litigation of the Claim, first be submitted for resolution between the designated Dispute Resolution Representatives of the Parties as set forth herein (the "DRR Process").

13.2.2 The DRR Process shall be initiated through service of a DRR Notice as set forth below:

(a) for claims by the Contractor or the Design Professional, the DRR Process shall be initiated by the party asserting the claim serving written notice on the Town setting forth in detail: (i) the basis for the claim; (ii) the effect of the Claim upon the construction of, and/or Project Schedule for, the Project; (iii) the specific relief requested, the amount thereof, and how such was calculated; (iii) the parties involved in the Claim, and how they are involved; (iv) the specific contract provisions in the Contract Documents (including, if applicable, drawings and specifications) which apply; and (v) efforts made to date to resolve the Claim.

(b) For claims by the Town, the DRR process will be initiated by the Town providing written notice to the other parties of the basis and amount of its claim, the parties involved in the Claim, and how they are involved, the provisions in the Contract Documents that apply, and the relief requested.

(c) The DRR Notice shall be hand-delivered and e-mailed to the other parties' designated Dispute Resolution Representatives.

13.2.3 The other parties shall respond in writing to the DRR Notice (DRR Response) within ten (10) calendar days of receipt of the DRR Notice, setting forth those items set forth in the DRR Notice that they agree with, dispute, and/or have questions concerning. The DRR Response shall be hand-delivered and e-mailed to the other parties' Dispute Resolution Representatives.

13.2.4 The designated Dispute Resolution Representatives for the Parties to the claim shall then meet as soon as possible and in any event within twenty (20) calendar days of submission of the DRR Notice (regardless of whether a DRR Response has been submitted by all parties involved in the dispute), at a mutually agreed upon time and place, to attempt to resolve the Claim based upon the DRR Notice and DRR Response.

13.2.5 At any time after the first meeting required above, either party may terminate the DRR Process by written notice to the other party.

13.2.6 The parties may agree, in writing, to extend or modify the time limits or other provisions of the DRR process in relation to a specific pending Claim.

13.2.7 Unless otherwise designated in a written notice to the other parties, the Project Manager and the representatives of the Contractor and of the Design Professional shall act as the parties' designated Dispute Resolution Representatives.

13.2.8 If a resolution of the Claim is reached, that resolution shall be set forth in writing and shall be signed by the Parties' designated Dispute Resolution Representative. If the resolution involves a change in any Contract Documents, the Contract Price, the Project Schedule, or any other change requiring a written Change Order or Amendment, the parties shall execute an appropriate written Change Order or Amendment pursuant to the terms of the Contract Documents.

13.3 Mediation.

13.3.1 Unless extended by written agreement of the parties involved in the dispute, any Claim not resolved through the DRR process set forth above within five (5) calendar days after the meeting required under B (4) above, or after the DRR is terminated pursuant to ¶ B (5) above, whichever is earlier, shall be submitted to mediation as a condition precedent to litigation by either party.

13.3.2 The mediation shall be commenced by written demand upon the other party for mediation. If the parties cannot agree upon a mediator within ten (10) calendar days of the written demand, either party may make a request to the Civil Presiding Judge of the Pinal County Superior Court to appoint a mediator. The mediation shall occur within forty (40) calendar days of the written demand for mediation, unless the parties agree, in writing, to a longer period of time.

13.3.3 The qualifications for the mediator shall be that they be: (a) an experienced mediator, arbitrator or litigator of construction disputes; and (b) having engaged a significant portion of their time involving and/or resolving construction disputes for at least the past five (5) years.

13.3.4 Each party shall provide to the other party and the mediator all of the information and documentation required under B(1) and (2) above, together with any additional information and documentation which the party believes relevant. In addition, the parties shall exchange, and provide to the mediator such additional memoranda, information and/or documentation, as the mediator may request, and in the form and at such times, as the mediator may direct.

13.3.5 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Mesa, Arizona, unless another location is mutually agreed upon. Agreements reached in mediation shall be specifically enforceable in any court having jurisdiction thereof.

13.4 Arbitration.

13.4.1 If the mediation is unsuccessful, the parties shall submit the dispute and/or claim to be resolved through binding arbitration conducted according to the then current Construction Industry Arbitration Rules of the AAA, but not administrated or conducted by the AAA, which arbitration shall be held in Pinal County, Arizona, utilizing a single arbitrator selected by the parties, unless the parties agree, in writing, to an alternative arbitration procedure.

13.4.2 If: (a) the parties cannot agree on a single arbitrator within two (2) weeks of the demand for arbitration; or (b) the parties at any time prior to the arbitrator being appointed and the arbitrator has accepted the appointment, cannot agree upon any significant aspect of the arbitration, not already addressed herein, either party may submit the Claim directly to the AAA to select the Arbitrator, and thereafter the arbitration shall be administered by the AAA.

13.4.3 The arbitrator shall be an attorney with at least fifteen (15) years of experience in construction related practice, and whose practice, for at least the last five (5) years, consists of at least 50% construction law.

13.4.4 At the request of either party, the arbitration may include as parties, through joinder, consolidation or otherwise, additional persons or entities involved in the Project, involving claims and/or disputes with common issues and/or facts. The arbitrator shall promptly rule upon any request for joinder or consolidation.

13.4.5 In relation to claims in which the amount in controversy is less than \$250,000, no discovery other than exchange of documents, designation of witnesses and detailed disclosure of claims and defenses (including specifically a detailed basis for calculating all claims), and no more than 3 depositions and 1 expert per side, shall be allowed, subject to disclosure of such other information as approved by the arbitrator. Otherwise, discovery shall be allowed and/or limited as decided by the arbitrator.

13.4.6 The prevailing party in any arbitration or court proceeding under this Agreement shall be entitled to an award of its attorneys' fees, costs, and expenses (including expert witness fees) incurred.

13.4.7 A demand for arbitration shall be made within the time limits specified in the Contract Documents as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.

13.4.8 The Parties agree to participate as a party, by joinder and/or consolidation, in any arbitration, litigation, or other dispute resolution involving as an issue, claim, or defense, any action, inaction, or service provided under this Contract or in relation to the Project or the Work, or any defect or deficiency in the Work.

13.4.9 The party filing a notice of demand for arbitration, or a counterclaim, must assert in the demand or counterclaim all Claims then known to that party on which arbitration is permitted to be demanded.

13.4.10 Any award by the arbitrator shall not include any consequential or punitive damages.

13.4.11 The award entered by the arbitrator shall be a reasoned award.

13.4.12 The award entered by the arbitrator shall be final and judgment may be entered thereon in the Arizona Superior Court.

SECTION 14 — MISCELLANEOUS PROVISIONS

14.1 Assignment. Neither Contractor nor Town shall, without the written consent of the other assign, transfer or sublet any portion of this Agreement or part of the Work or the obligations required by the Contract Documents, any such assignment will be void, will transfer no rights to the purported assignee, and would be a material breach of the Contract.

14.2 Governing Law and Venue. In the performance of the Contract, Contractor shall abide by and conform to any and all laws of the United States, State of Arizona, Pinal County, and the Town, including but not limited to federal and state executive orders providing for equal opportunities, the Federal Occupational Safety and Health Act and any other federal, state, county or local laws applicable to the Contract. This Contract shall be governed by and construed in accordance with the substantive laws of the State of Arizona, without reference to conflict of laws and principles. Exclusive jurisdiction and venue for any action brought to enforce or construe any

provision of this Contract shall be proper in the Superior Court of Pinal County, Arizona and both parties consent to jurisdiction and venue in such court for such purposes.

14.3 Survival. All warranties, representations and indemnifications by Contractor shall survive the completion or termination of this Agreement.

14.4 No Waiver. The failure of either party to enforce any of the provisions of the Contract Documents or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of the Contract Documents or any part thereof, or the right of either party to thereafter enforce each and every provision.

14.5 Project Communications.

14.5.1 All communications concerning the performance of the Work or the Project shall be provided to the designated Project Manager and Contractor's Representative set forth in Article 1 of the Contract.

14.5.2 Project communications may be exchanged by e-mail upon the written agreement of the Project Manager and Contractor Representative, but e-mail communications are not binding upon Town and cannot change the terms of the Contract or the scope of work, or effectuate any change that requires a written change order. The use of e-mails is for information only, and e-mails will have no legal or binding effect.

TOWN REVISIONS TO MAG SPECIFICATIONS

1. **Adoption of the MAG Specifications:** The Uniform Specifications for Public Works Construction issued by the Maricopa Association of Governments ("MAG Specifications") have been adopted by the Town and shall apply to the Work, to the extent applicable. In addition, to the extent the Town has adopted its own Town Specifications, and/or Supplements and/or Modifications to the MAG Specifications (collectively the "Town Specifications"), those Town Specifications shall apply to the Work when and where appropriate and Contractor shall fully comply therewith. Any questions or concerns the applicability of any specific MAG or Town Specification to the Work shall be directed in writing to the Project Manager.
2. **ITB, Contract, General Provisions, Special Provisions, and/or Specifications for the Project:** To the extent there is any conflict between: (i) the ITB, the Contract, the General Provisions to the Contract, the Special Provisions, and/or the Specifications for the Project; and (ii) the MAG Specifications as amended by the Town, the specific provision applicable to the Project set forth in the Contract Documents enumerated in (i) prevail.
3. **Specific Revisions to MAG Specifications:** The following special provisions modify the sections of the MAG Specifications.

Section 102.3 INTERPRETATION OF QUANTITIES IN PROPOSAL

Add the following at the end of the section:

Notwithstanding any other provision in the Contract Documents, Contractor shall not be entitled to increase the unit prices on any basis, including increases, decreases or reallocation of any quantities, no matter what the quantum of the increase, decrease or reallocation may be.

Section 102.12 DISQUALIFICATION OF BIDDERS

Add a new paragraph (C), to read as follows:

(C) Submission of any unit prices in the bid proposal which are unbalanced, either above or below the amount of a reasonable bid price as determined by the Town Engineer, to the potential detriment of Town.

Section 104.2 ALTERATION OF WORK

Delete the second paragraph in Section 104.2.1 in total, and replace with the following:

No payment will be made for any changes in the Work, whether initiated by the Town, the Engineer, or Contractor, unless and until a written change order has been fully executed and approved by the Town.

Delete Section 104.2.2 in its entirety.

In Section 104.2.3, delete the following from the first paragraph in Section 104.2.3:

"and payment will be made in accordance with the provisions set forth in Section 109."

Section 105.4 COORDINATION OF PLANS AND SPECIFICATIONS

Add the following:

For any apparent error or omission in the plans and specifications, such corrections by the Town Engineer may include adjustments in units, quantities and unit prices.

Section 108.1 NOTICE TO PROCEED

Add the following subsection:

(C) Work shall not start until the contract has been executed by both the Contractor and the Town. The Contractor shall begin work as soon as practical after the starting date specified in the Notice to Proceed. All

work under the contract shall be completed within the number of calendar days stated in the proposal, plus extensions, beginning the day following the starting date specified in the Notice to Proceed.

Section 108.11 TERMINATION OF CONTRACT

Add the following at the end of the first paragraph:

The Town may also terminate the Contract for its convenience without cause. Contractor shall only be entitled to payment for the actual costs of Work actually completed as of the date of termination, and no payment shall be due or made for any anticipated costs, profits, overhead or other costs not actually incurred, and no payment shall be paid for idle time or labor cost, legal or accounting charges, claim preparation charges, subcontractor costs, lost profits, general conditions or overhead, bidding and/or project investigation costs, acceleration or efficiency claims, or any other additional expense or claim related to the termination.

Section 109.4 COMPENSATION FOR ALTERATION OF WORK

Before Section 109.4.1, add the following:

Any deduction or increase in the Contract Price must be supported by a signed, written change order fully executed by the Town, and supported by such backup as the Engineer, Project Manager, and the Town may require. No adjustments in any unit prices will be allowed.

Delete Sections 109.4.1(A) and (B) and 109.4.2(A) in their entirety.

Section 109.9 DOLLAR AMOUNT OF MAJOR ITEM

Delete in its entirety.

Section 110 NOTIFICATION OF CHANGED CONDITIONS AND DISPUTE RESOLUTION

Delete the entire section and replace with the following:

All claims and disputes shall be resolved pursuant to § 13 of the General Conditions.

INSURANCE REQUIREMENTS

1. **Contractor's Obligation:** Contractor shall secure and maintain, at his or her own expense, until completion of the contract, general liability and property insurance as shall protect Contractor and the Town from claims for bodily injury, personal injury, and property damage which may arise because of the nature of the work or from operations under this contract. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

2. **General Liability Coverage:** Contractor shall have general liability coverage on a per project basis, per occurrence, and in comprehensive form. General liability coverage shall include Products/Completed Operations, Explosion, Underground and Collapse Hazard, Premises, Operations, Contractual, Independent Contractors, Broad Form Property Damage and Personal Injury.

3. **Coverage Amounts:** Contractor shall provide general liability and excess general liability coverage in the following amounts, at a minimum:

Employer's Liability	\$500,000-\$1,000,000
-----------------------------	-----------------------

Contractors General Liability

a. General Aggregate	\$2,000,000
b. Products – Completed Operations Aggregate	\$2,000,000
c. Personal and Advertising Injury	\$2,000,000
d. Each Occurrence (Bodily Injury and Property Damage)	\$2,000,000
e. Excess or Umbrella Liability	
1.) General Aggregate per job	\$3,000,000
per policy year	\$5,000,000
2.) Each Occurrence per job	\$3,000,000
per policy year	\$5,000,000

Automobile Liability

a. Bodily Injury:	
Each Person	\$1,000,000
Each Accident	\$1,000,000
b. Property Damage	
Each Accident	\$1,000,000
c. Combined Single Limit	\$1,000,000

Contractual Liability

a. Bodily Injury:	
Each Accident	\$2,000,000
Annual Aggregate	\$2,000,000
b. Property Damage:	
Each Accident	\$2,000,000
Annual Aggregate	\$2,000,000
Each Accident	\$2,000,000
Annual Aggregate	\$2,000,000

Workman's Compensation

a. Bodily Injury by Accident each accident	\$1,000,000
b. Bodily Injury by Disease each employee	\$1,000,000
c. Bodily Injury by Disease policy limit	\$1,000,000

4. **Additional Provisions:**

- A. **Additional Insured:** Contractor shall name the Town of Florence as an "Additional Insured" on all insurance policies, except Worker's Compensation, and this shall be reflected on the Certificate(s) of Insurance.
- B. **Cancellation Notice of Material Change of Coverage:** Contractors' required insurance shall be endorsed to provide that the policy(ies) will not be canceled, reduced, discontinued, or otherwise materially altered during the period of performance without thirty (30) days prior written notice to the Town of Florence.
- C. **Certificate(s) of Insurance:** Prior to commencing work under each contract or subcontract, Certificates of Insurance shall be submitted and approved by the Town. Contractor is responsible for obtaining Certificates of Insurance establishing that Contractor and all subcontractors have complied with insurance requirements previously stated. Copies of Certificate(s) of Insurance shall be forwarded to the Risk Manager for review and filing. Failure of Town to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Town to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Town shall have the right, but not the obligation, to prohibit Contractor or any of its subcontractors from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Town.
- D. **Rating of Insurance Company(ies):** Any and all insurance company(ies) supplying coverage to Contractor must have no less than an "A" rating in accordance with the A.M. Best rating guide.
- E. **Deductible:** Contractor shall be responsible to satisfy any deductible or self-insured retention with respect to any of the coverages required by the Contract Documents.
- F. **Rental Equipment:** In the event that rental of equipment is undertaken to complete and/or perform the Work, Contractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.
- G. **Personal Property:** In the event that materials or any other type of personal property ("personal property") is acquired for the Project or delivered to the Project site, Contractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons. Contractor shall maintain "all risk" insurance, on a replacement cost basis, covering loss or damage to personal property (for which it has title and/or risk of loss) which is to become a final part of the Project, during any time such personal property is in transit and while stored or worked upon away from the Project site. Town shall be named as additional insured under such insurance.
- H. **Waiver of Subrogation:** Town and Contractor waive all rights against each other and Architect/Engineer, and separate contractors for damages caused by fire or other perils covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance.
- I. **Right to Require Higher Limits:** Town reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Town's opinion, operations by or on behalf of Contractor create higher than normal hazards and, to require Contractor to name additional parties in interest to be Additional Insureds.

- J. Waiver of Requirements: The Town Manager, in consultation with the Risk Manager and/or Town Attorney, reserves the right to waive or reduce insurance requirements should it be in the best interest of the Town.

SPECIAL PROVISIONS LIST

The Plans, Details, Specifications and any other Special Provisions applicable to the Project (Special Provisions) are listed below and attached hereto as Attachment 1.

List of Special Provisions: {To be inserted by Project Manager}

Plans:

Details:

Specifications:

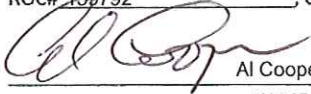
Other Special Provisions: See Attachment 1 attached hereto.

BID SCHEDULE

**TOWN OF FLORENCE WELL #2
PROJECT #: WU-23:**

THIS BID IS SUBMITTED BY:

Morex Investments, LLC dba Arizona Beeman Drilling,
a(n) Limited Liability Company (Corporaiton, Limited Liability Company,
Partnership, Joint Venture, Sole Proprietorship, Individual), holder of an Arizona Registrar of Contractor's license:
ROC# 159792, classification A04

	President	3/25/15
Al Cooper	TITLE	DATE
NAME		

(Failure to fill in the information above, regarding the Bidder being a holder of Arizona State Contractor's License is grounds for rejection of the bid.)

The undersigned Bidder, having examined and determined the scope of the Contract Documents, hereby proposes to perform the work described herein for the following unit prices or lump sum amounts:

Item No.	Description	Est. Qty.	Unit	Unit Price(\$)	Extended Price (\$)
1.	Mobilization / Demobilization	1	LS	64,289	64,289
2.	Surface Casing Construction	40	LF	463	18,520
3.	Pilot Borehole Drilling	471	LF	90	42,390
4.	Borehole Geophysical Logging	1	LS	6,000	6,000
5.	Borehole Reaming	471	LF	70	32,970
6.	Lost Circulation	12	HR	350	4,200
7.	Drilling Fluid During Lost Circulation Allowance	1	AL	5,000	\$5,000
8.	Formation Water Quality Sampling (Includes 12 Hours Airlift Pumping and Recovery)	3	EA	8,500	25,500
9.	Additional Air Lift Pumping for Sampling	12	HR	350	4,200
10.	Furnish and Install 18 5/8 inch HSLA Blank Casing	344	LF	194	66,736
11.	Furnish and Install 18 5/8 inch HSLA Louvered Screen	160	LF	278	44,480
12.	Furnish and Install 1 1/2 inch LCS Sounding Tube (40 feet of perforations)	440	LF	11	4,840
13.	Furnish and Install Colorado Silica Sand Filter Pack (No. 6-9)	34	TN	700	23,800
14.	Furnish and Install Bentonite Seal	62	CF	25	1,550
15.	Furnish and Install Cement Seal	33	CY	400	13,200
16.	Chemical Dispersant Allowance	1	AL	1,000	\$1,000
17.	Swab and Airlift Development	40	HR	350	14,000
18.	Install and Remove Pumping Test Equipment	1	LS	25,450	25,450
19.	Pumping Period	92	HR	310	28,520
20.	Final Well Testing (including dummy test)	1	LS	6,300	6,300
21.	Unavoidable Delay with crew	0	AL	350	0
22.	Unavoidable Delay without crew	0	AL	225	0
23.	Temporary Water Discharge Piping	1	LS	1,800	1,800

BASE BID (Items 1- 23 inclusive)

\$

434,745.00

(In Numbers)

Four Hundred Thirty Four Thousand Seven Hundred Fourty Five

(In Words)

Dollars

No

(In Words)

Cents

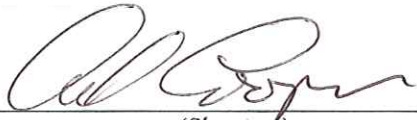
ACKNOWLEDGEMENT OF ADDENDA

Arizona Beeman Drilling _____ acknowledges that it has received the following addenda:
(Contractor)

N/A
(Addendum #)

3/25/2015
(Date)

Date: 3/25/15



(Signature)

President
(Title)

LIST OF SUBCONTRACTORS

The following information gives the name, business address, and portion of WORK (description of WORK to be done) for each SUBCONTRACTOR that WILL be used in the WORK if the BIDDER is awarded the CONTRACT. No SUBCONTRACTOR doing WORK in excess of Ten Thousand Dollars (\$10,000.00) and who is not listed SHALL be used without the written approval of the OWNER which SHALL not be unreasonably withheld. (Additional supporting data MAY be attached to this page. Each page SHALL be sequentially numbered and headed "Proposed Subcontractors" and SHALL be signed.) Substitutions of SUBCONTRACTORS MAY be made by the BIDDER so long as all SUBCONTRACTORS used meet all requirements for SUBCONTRACTORS and all subcontract agreements meet all requirements for sub-agreements and lower tier agreements as set forth in the CONTRACT DOCUMENTS.

Name	Business Address	Description of Work
Hark Drilling, INC	12225 W. Peoria Ave., Suite A El Mirage, AZ 85335	Surface Borehole Drilling
Southwest Exploration Services	285811 S. Arizona Ave. Chandler, AZ 85248	Geophysical Logging & Well Video
Empire Pump Corporation dba Duncan Pump	2849 S. 49th Avenue Phoenix, AZ 85043	Pump Testing & Installation

Statutory Bid Bond

STATUTORY BID BOND
PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 1 OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS:

That Morex Investments, LLC dba Arizona Beeman Drilling (hereafter "Principal"),
as Principal, and Employers Mutual Insurance Company, a corporation organized and existing under the
laws of the State of Iowa, with its principal offices in the City of Peoria, Az
(hereafter "Surety"), as Surety, are held and firmly bound unto the
Town of Florence, Az (hereafter "Obligee"), in
the amount of TEN PERCENT OF AMOUNT BID (Dollars)
(\$ 10% AMT BID), for the payment whereof, the said Principal and Surety bind themselves,
and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Town of Florence Well No 2

NOW, THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of the proposal and give bonds and certificates of insurance as specified in the standard specifications with good and sufficient surety for the faithful performance of the contract and for prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the bonds and certificates of insurance if the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

Witness our hands this 1st day of April, 20 15.

Morex Investments, LLC dba Arizona Beeman Drilling
PRINCIPAL
SEAL
BY: Employers Mutual Insurance Company
SURETY
BY: USI Insurance Services LLC
AGENCY OF RECORD



P.O. Box 712 • Des Moines, IA 50306-0712

No. B06174

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation
- 7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint: MELANIE ANKENY, JORGE MENDEZ, KISCHA LAJOI RUSHING

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

ANY AND ALL BONDS

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2017 unless sooner revoked.

AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 16th day of JANUARY, 2015.

Seals



Bruce G. Kelley
Bruce G. Kelley, Chairman
of Companies 2, 3, 4, 5 & 6; President
of Company 1; Vice Chairman and
CEO of Company 7

Michael Freel
Michael Freel
Assistant Vice President

On this 16th day of JANUARY AD 2015 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies.
My Commission Expires October 10, 2016.

Kathy Lynn Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on JANUARY 16, 2015 on behalf of: MELANIE ANKENY, JORGE MENDEZ, KISCHA LAJOI RUSHING

are true and correct and are still in full force and effect.
In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 1st day of April, 2015. *J D Clough* Vice President

RESOLUTION OF BOARD OF DIRECTORS

**CERTIFIED COPY OF RESOLUTION OF
BOARD OF DIRECTORS OF**

(Name of Corporation)

RESOLVED that _____ of
(Person Authorized to Sign) (Title)

_____ ("Corporation") is authorized to sign and submit
the bid or proposal of this corporation for the following project:

TOWN OF FLORENCE: TOWN OF FLORENCE WELL #2

The foregoing is a true and correct copy of the resolution adopted by the Corporation at the
meeting of its Board of Directors held on the _____ day of _____, 20_____.

By _____

Title _____

(SEAL)

(THIS FORM MUST BE COMPLETED IF BIDDER IS A CORPORATION)

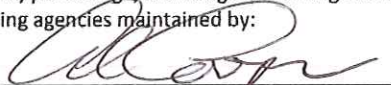
NON-COLLUSIVE BIDDING CERTIFICATION

STATE OF _____)
) SS.
COUNTY OF _____)

I, Al Cooper of the City/Town of Gold Canyon, in the County of Pinal and the State of Arizona, of full age, being duly sworn according to the law of my oath depose and say that:

I am Al Cooper a President of the firm of Arizona Beeman Drilling, the Bidder making the Bid for the Town of Florence Project #: WU-23 and that I executed the said Bid with full authority to do so; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Project; and that all statements contained in said Bid and in this affidavit are true and correct, and made with full knowledge that the Town of Florence relies upon the truth of the statements contained in said Bid and in the statements contained in this affidavit in awarding the Contract for the said Project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement of understanding, for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established commercial or selling agencies maintained by:



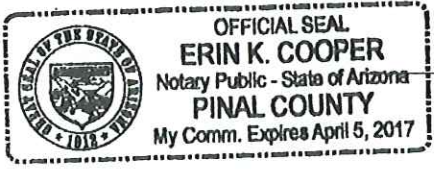
(Signature of Bidder)

Al Cooper

(Printed or Typed Name of Bidder)

(Seal of Corporation)

Sworn to before me this 25 day of March, 2015 in the County of Pinal,
State of Arizona.





(Notary Public)

W-9 FORM

**Request for Taxpayer
Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)
Morex Investments, LLC

Business name, if different from above
dba Arizona Beeman Drilling

Check appropriate box: Individual Sole proprietor Corporation Partnership Other Exempt from backup withholding

Address (number, street, and apt. or suite no.)
15563 E. Hwy 60

City, state, and ZIP code
Gold Canyon, Arizona 85118

URI account numbers here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3. Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--	--	--

OF

Employer identification number

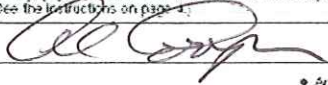
8	6	0	9	8	7	6	9	9
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person  Date **3/25/15**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

- U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
 - Certify that you are not subject to backup withholding, or
 - Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
 - A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
 - Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.
- Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.
- The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:
- The U.S. owner of a disregarded entity and not the entity,

PHOENIX 55462-3 203647V1

ATTACHMENT #1
TECHNICAL SPECIFICATIONS

**TECHNICAL SPECIFICATIONS
FOR
TOWN OF FLORENCE WELL #2**

**DRILLING, INSTALLATION, AND TESTING
TOWN OF FLORENCE WELL #2
PINAL COUNTY, ARIZONA**

Prepared for:

**Town of Florence
Utilities Department
425 East Ruggles Street
Florence, Arizona 85132**

Prepared by:

**Southwest Ground-water Consultants, Inc.
3033 North 44th Street
Suite 120
Phoenix, AZ 85018**

March 5, 2015

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1.0 GENERAL

1.1 LOCATION AND GEOLOGIC SETTING

The work to be accomplished under the following specification consists of the installation and testing of one (1) new production well for the Town of Florence (TOWN). The new well is designed to backup Town Well #1 (55-610433), and will be identified as Town Well #2. The new well is located on TOWN-owned property near the intersection of the Hunt Highway and Pinal Parkway (Arizona Highway 79) on the north side of the Gila River in Florence, Arizona. The cadastral location of the new well is the SW ¼ of the SE ¼ of the NW ¼ of Section 25, Township 4 South, Range 9 East [D(4-9)25BDC]. A well location map is included on Figure 1. A site plan is shown on Figure 2.

The well is expected to penetrate fluvial channel deposits associated with the Gila River. These deposits from land surface are:

ANTICIPATED DEPOSITS TO BE PENETRATED AT WELL SITE #2	
Interval Beneath land Surface (feet to feet)	Description of Deposits
0 – 100	primarily gravels and cobbles deposits
100 – 360	primarily sand and gravel deposits
360 – 490	Inter-bedded clay, sand, and gravel deposits
>490	conglomerate

The depth to water is anticipated to be approximately 180 feet. The saturated sand and gravel deposits to 360 feet represent the major water bearing interval beneath the site.

1.2 DEFINITIONS

Throughout this specification, the term TOWN shall be understood to represent the Town of Florence (OWNER). The term CONSULTANT shall be understood to be Southwest Ground-water Consultants, Inc. (SGC) selected by the TOWN for project oversight. The CONTRACTOR shall be the person, firm, or corporation with whom the OWNER will execute an agreement setting forth the terms and conditions for the work to be performed, as specified herein. The term SUBCONTRACTOR will apply to any person, firm, or corporation with whom the CONTRACTOR executes a secondary agreement for a portion of the scope of work.

1.3 SCOPE OF WORK

CONTRACTOR shall mobilize to the site no later than May 8, 2015. The scope of work, demobilization, and cleanup must be completed by June 30, 2015. CONTRACTOR shall be responsible for completing the following scope of work:

- 1) Drilling, installation, development, and testing of one (1) large capacity new production well.

CONTRACTOR shall install one (1) new water production well as specified herein including but not limited to CONTRACTOR drilling a borehole to the specified depth using the reverse circulation rotary drilling method. CONTRACTOR will initially drill a pilot borehole as specified. CONTRACTOR shall use the pilot borehole to collect samples of the drilled cuttings, conduct geophysical logging surveys, and perform zonal testing as specified. Based on the information obtained from the pilot borehole, a final well design will be developed by the TOWN and CONSULTANT. CONTRACTOR shall then ream the borehole to the specified diameter then furnish and install the well casing and annular materials pursuant to the final well design as specified herein. As specified, CONTRACTOR shall develop and test the well.

A preliminary well design is presented in Figure 3. The TOWN reserves the right to drill beyond the depths specified, or to stop at lesser depths, depending on subsurface conditions. The TOWN may also modify the dimensions of the well based on information obtained during the drilling of the pilot hole. The drilling, geophysical logging, casing and annular materials installation, well development, well completion, aquifer testing, and final well surveys by CONTRACTOR shall be conducted under the oversight of the CONSULTANT.

1.4 PERFORMANCE OF WORK

1.4.1..... Operations

CONTRACTOR shall employ only competent employees for the execution of work. All operations shall be performed under the direct and personal supervision of an Arizona licensed well driller with a Registrar of Contractor License type A, A-4, A-16 and L-53. CONTRACTOR shall construct the production well in accordance with the Rules and Regulations of the Arizona Department of Water Resources (ADWR), Article 8, Well Construction and Licensing of Well Drillers, as amended June 18, 1990. The well construction shall also comply with the guidelines of the Arizona Department of Health Services Engineering Bulletin No. 10 (1978), and all other applicable State, County, and local regulations.

Should the well be lost due to any fault on the part of CONTRACTOR, the well shall be abandoned at no cost to the TOWN, in accordance with Arizona Department of Water Resources Article 8, Rule R12-1-816, and a replacement well shall be constructed in the immediate area. The replacement well location will be selected by the TOWN. The TOWN shall pay CONTRACTOR for the replacement well based on the depth and status at which the original well was terminated. CONTRACTOR shall complete the replacement well in accordance with all the terms and conditions stated herein. However, if the inability to complete the well was not due to any fault of CONTRACTOR, the TOWN and CONSULTANT may designate a replacement well location and TOWN shall provide additional compensation in accordance with the prices set forth in the bid.

1.4.2..... Health and Safety

CONTRACTOR is responsible for assuring that CONTRACTOR and all SUBCONTRACTORS personnel conform to all state and federal health and safety rules and regulations. CONTRACTOR is responsible to assure that all CONTRACTOR and SUBCONTRACTOR(S) at the well site are thoroughly familiar with a CONTRACTOR implemented Site Safety Plan for the proposed work. CONTRACTOR shall maintain a copy of the Site Safety Plan on site and shall make it easily accessible at all times. In addition, CONTRACTOR shall require all personnel to be trained in the use of any personal protective equipment required by their Site Safety Plan. CONTRACTOR shall implement and meet the requirements of their Site Safety Plan and these costs shall be included in the CONTRACTOR price for mobilization/demobilization.

2.0 PROTECTION OF SITE

2.1 GENERAL

Access to the well site will be provided by the TOWN. All CONTRACTOR activities (including ingress and egress, parking of vehicles and work equipment, and staging of equipment and materials) shall not extend beyond the fenced perimeter of the existing TOWN property as shown on Figure 2. CONTRACTOR shall be responsible for maintaining the access road in good condition during the drilling and testing program.

CONTRACTOR shall prepare the site and establish access as required to perform the work. Any debris from this activity will be transported and disposed at a landfill in accordance with all TOWN, County, and State regulations. CONTRACTOR shall take all necessary precautions to preserve the well site, as nearly as practical, in its present condition, including, but not limited to the gravel surface. CONTRACTOR shall be responsible for replacing any damaged items at no additional cost. CONTRACTOR shall clean up all litter and debris daily and place it in containers for off-site disposal in a legal manner. CONTRACTOR shall place a plastic tarp beneath the drilling rig during mobilization to protect the site against oil or hydraulic fluid spills or leaks. The tarp will remain beneath the rig until demobilization.

CONTRACTOR has the option to use above-ground mud pits or earth (dug) mud pits. The cost of the mud pit system shall not be a separate Bid Schedule Item and must be included into the overall cost to the CONTRACTOR to complete the work. The location of the mud pits shall be approved by the CONSULTANT. If using earth pits, all excavation, including ingress and egress of excavation equipment, shall be confined to TOWN owned property. CONTRACTOR shall convey drilling fluids and water pumped from the well during drilling, sampling, and development operations to the mud pits where it can be contained without damage to the property, contamination of other wells or waterways, or creation of a nuisance. CONTRACTOR shall fence or barricade all earth mud pits to help prevent accidental injury of employees and/or on-site visitors.

CONTRACTOR shall use an above ground storage tank or tanks to store drilling fluids and drilling fluids mixed with water prior to offsite disposal. The capacity of the storage tank or tanks shall contain the drilling fluids and drilling fluids mixed with water, as required. Cost associated with delays of work related to the available volume in the above ground storage tank or tanks shall be at the cost of the CONTRACTOR.

CONTRACTOR shall pump clear water from the mud pit or tanks to a structure located approximately 400 feet south from the well. Prior to discharge of clear water to the structure, the TOWN and CONSULTANT shall approve that the water meets requirements. Additional site protection measures which are required prior to discharge to the structure are provided in Section 8.3.

CONTRACTOR shall dispose of drill cuttings, fluids, and excess soil from the mud pit excavation by transporting and disposing the material at a landfill in accordance with all TOWN, County, and State regulations. After completion of drilling, CONTRACTOR shall remove all fluids from the earth mud pits, which will be allowed to dry to the maximum extent possible before backfilling. Soil used to fill the earth mud pits excavations shall be compacted by CONTRACTOR using compaction equipment and methods appropriate for the soil type as approved by the CONSULTANT. The top of the filled excavations shall be covered with gravel consistent with the well site.

After completion of the work, CONTRACTOR shall remove all debris, waste, trash, and unused materials or supplies; and, shall eliminate all signs of temporary construction facilities such as temporary work areas, temporary structures, sound barriers, and stockpiles of excess or waste materials. CONTRACTOR shall restore the site, as nearly as possible, to its original condition and satisfaction of the TOWN.

After completion of the well, CONTRACTOR shall secure the well. CONTRACTOR shall secure the casing by welding a steel plate (of the same type material) to the top of the well casing. The cement seal in the annulus will be at a depth of approximately five (5) feet to facilitate the future installation of a concrete well pad. CONTRACTOR shall secure the annulus between the surface casing and the well by welding a steel plate or plates to prevent intrusion into the annulus. CONTRACTOR shall paint yellow the outside of all well materials exposed above ground.

2.2 DUST CONTROL

CONTRACTOR shall obtain a Dust Control Permit in accordance with Pinal County regulations. CONTRACTOR shall be responsible for maintaining dust control.

2.3 SOUND CONTROL AND MITIGATION

Sound Control and a Mitigation Plan will not be required.

2.4 AZPDES REQUIREMENTS

CONTRACTOR shall prepare a Notice of Intent (NOI) for Single Source De Minimus Discharges to Waters of the United States under the Arizona Pollution Discharge Elimination System (AZPDES) De Minimus General Permit (AZG2010-001) administered by the Arizona Department of Environmental Quality (ADEQ). CONTRACTOR shall prepare and implement a TOWN approved Best Management Practices Plan (BMPP) to prevent storm water pollution due to project construction activities.

CONTRACTOR shall prepare and submit a complete and accurate Notice of Intent (NOI) to ADEQ at least 7 days prior to commencing any mobilization to the site. Mobilization and commencement of construction activity cannot occur until an authorized NOI certificate has been received for the site. The authorized NOI certificate shall be posted in a conspicuous location near the main entrance to the site (such as on the outside wall at the southwest corner of the existing facility).

CONTRACTOR shall be responsible for the implementation, installation and maintenance of all erosion and sediment control described in the BMPP throughout the life of the project. A combination of BMP's to address erosion and sediment control, and the control of wastes and other construction site pollutants may be required. The BMPP shall fully meet the requirements outlined in the De Minimus General Permit.

3.0 UTILITIES

3.1 WATER

A water source for the replacement well drilling and construction activities will be available from the existing TOWN Well #1 (Figure 2). The TOWN Utilities Department shall provide a connection for the water meter as required by CONTRACTOR. CONTRACTOR shall be responsible for obtaining the necessary permits and meters to obtain water and properly monitor usage from this source. The TOWN Utilities Department shall be identified on the meter permit to receive all billing for water usage. CONTRACTOR shall also be responsible for traffic crossings (if required) and any other connections or ancillary equipment required for the use of the water at the site. Payment for water used on the project shall be made by the TOWN Utilities Department.

3.2 ELECTRICITY

CONTRACTOR shall provide (or obtain), at CONTRACTOR'S expense, all power required to perform work.

3.3 UNDERGROUND UTILITIES

Location of all utilities at the site shall be the responsibility of CONTRACTOR. Utility damage, caused by CONTRACTOR, shall be repaired at CONTRACTOR'S expense in accordance with all TOWN, County, and State regulations and standards.

The TOWN shall identify known on-site utilities to CONTRACTOR.

It is the responsibility of CONTRACTOR to contact Blue Stake and the TOWN and maintain utility clearances prior to mobilization. Known utilities in the area (identified by Blue Stake) which have not indicated the site has been cleared or utilities which have provided unclear markings, shall be contacted by CONTRACTOR for utility clearance prior to mobilization to the site.

3.4 SANITARY FACILITIES

CONTRACTOR shall provide and maintain an onsite portable toilet consistent with Occupational Safety and Health Administration (OSHA) regulations (Code of Federal Regulations Title 29, Part 1926.51(c)(1)). The toilet shall be maintained consistent with the service schedule in American National Standards Institute (ANSI) Standard Z4.3-

1995, Section 3. The ANSI standard calls for a toilet used by up to 10 people to be serviced a minimum of once per week.

4.0 EQUIPMENT

4.1 GENERAL

CONTRACTOR shall furnish and maintain in safe and efficient working condition all equipment necessary to perform the specified work including drilling rig or rigs, temporary test pumping equipment, and the following specific requirements:

- The drilling rig, pumping equipment, and auxiliary equipment used for this project shall be well maintained and shall meet the standards of the OSHA.
- All high-pressure hoses shall be equipped with a safety chain to protect against the event of hose or coupling failure.
- The drilling rig shall have a manufacturer's specified derrick rating and hook load capacity capable of lifting no less than 1.5 times the weight of the proposed casing string as shown in the preliminary well design (Figure 2) or 120,000 pounds, whichever is greater.

Compressed air introduced into the well must be treated by passage through a high volume carbon or coalescing filter installed on the compressor equipment to remove organic contaminants (e.g., compressor lubrication oil).

4.2 EQUIPMENT DECONTAMINATION

Prior to the arrival of the drilling equipment to the site, CONTRACTOR shall decontaminate the drill rig and downhole tools by steam cleaning. The CONSULTANT must approve the method and extent of steam cleaning. CONTRACTOR will be required to provide a letter of certification to the CONSULTANT of the decontamination of CONTRACTOR'S equipment, prior to utilization. CONTRACTOR may certify, in writing, the decontamination of critical (downhole) pieces of drilling equipment in lieu of actual steam cleaning, provided the downhole pieces of drilling equipment have not been in contact with any hazardous or toxic materials since the last decontamination. All necessary steam cleaning shall be conducted at CONTRACTOR'S expense.

5.0 REPORTS, LOGS, AND RECORDS

5.1 GENERAL

CONTRACTOR shall keep accurate and legible all required logs as described below and make these logs available at all times for review by the CONSULTANT. The CONSULTANT must approve all logs and reports.

5.2 PENETRATION RATE LOG

During the drilling of the borehole, CONTRACTOR shall keep a time log showing the actual penetration time required to drill each foot of the borehole. CONTRACTOR shall note the types of bits used in each interval of the borehole in this log and whether designed for soft, medium, or hard formations, including approximate weight on the bit during the drilling of the various types of formation in the various sections of the borehole. CONTRACTOR shall make this log available for review by the CONSULTANT throughout the drilling program and shall deliver the log to the CONSULTANT upon completion of drilling.

5.3 DAILY DRILLER'S REPORT

During the drilling and construction of the well, CONTRACTOR shall maintain a detailed driller's report and provide it daily to the CONSULTANT at the well site. The daily driller's report forms must be International Association of Drilling Contractors (IADC) or equal approved by the CONSULTANT. The report shall give a complete description of all formations encountered including number of feet drilled, number of hours on the job, shutdown due to breakdown, type of bit used, weight of the collars included in the drill string, weight on the bit, amount and type of drilling fluids used, plumbness test results at each 100-foot interval, and length and type of

casing set; and, such other pertinent data as may be requested by the TOWN or CONSULTANT. CONTRACTOR shall submit this report to the CONSULTANT for approval daily.

If Daily Driller's Reports are not completed as required or are not available for review by the CONSULTANT upon request, CONTRACTOR shall stop work at the CONTRACTOR'S expense to provide the required Daily Driller's Reports.

5.4 DRILLER'S LOG

During the drilling of the pilot borehole, CONTRACTOR shall prepare a detailed driller's log in compliance with the requirements of the Arizona Department of Water Resources (ADWR). The log shall include all depth measurements below land surface, a generalized description of each formation encountered, the depth at which each formation is encountered, and the thickness of each formation. The lithologic log prepared by the CONSULTANT will be made available to the CONTRACTOR to assist in the preparation of the driller's log. CONTRACTOR shall furnish a copy of the driller's log to the CONSULTANT.

5.5 DRILLING FLUID RECORD

During the drilling of the borehole, CONTRACTOR shall maintain a log of drilling fluid properties. CONTRACTOR shall record the drilling fluid properties on an American Petroleum Institute (API) approved form, and will document all items listed in Section 6.1. CONTRACTOR shall make the drilling fluid log available for review by the CONSULTANT and TOWN throughout the course of drilling, and shall deliver it to the CONSULTANT upon completion of each day's work activities.

6.0 DRILLING FLUID CONTROL PROGRAM

6.1 GENERAL REQUIREMENTS

CONTRACTOR shall be responsible for maintaining the quality of a low-solids, non-dispersed bentonitic/polymeric fluid to assure:

1. Protection of water bearing and potential water bearing formations exposed to the borehole.
2. Representative samples of the formation material.
3. Maximum development capability and optimum potential yield of the completed well.
4. Inhibition of the formation and prevention of formation-caused drilling problems (e.g., heaving sands, swelling clays, lost circulation).
5. Protection of the integrity of the boring during the drilling operations.

All drilling fluid products shall be NSF International Standard 60 Approved for use in production wells.

At all times prior to the installation of the well casing and screen, CONTRACTOR shall maintain a drilling fluid control program in accordance with American Water Works Association (AWWA) Standard A100-06, Section 4.7.3. When feasible based on subsurface conditions, CONTRACTOR shall have a drilling fluid control program to maintain fluid properties as specified below:

- Weight (fluid density): less than 9.0 pounds per gallon
- Viscosity: 34 to 38 seconds per quart with a Marsh funnel
- pH: 8.5 to 9.5 standard pH units
- API Filtrate: less than 14 cubic centimeters water loss in 30 minutes with filter press
- Sand content: less than 2 percent by volume
- Solids content: less than 10 percent by volume
- Filter cake thickness: less than 2/32-inch

Prior to the installation of annular materials, CONTRACTOR shall maintain a drilling fluid control program in accordance with AWWA Standard A100-06, Section 4.7.6.2 as specified below:

- Weight (fluid density): less than 9.0 pounds per gallon
- Viscosity: less than 30 seconds per quart with a Marsh funnel
- Sand content: less than 1 percent by volume

CONTRACTOR shall maintain current records at the site at all times to show:

- 1) the time, depth, and results of all drilling fluid tests;
- 2) all materials added to the system, i.e., kind, amount, time, and depth; and,
- 3) variances or modifications from the agreed upon fluid program such as time, depth, reason, and authorization.

CONTRACTOR is responsible for maintaining an adequate supply of drilling fluid additives (including lost circulation material) at the drilling site, and for the removal of all drilling fluids and additives from the borehole during development of the well.

CONTRACTOR shall make available a Marsh-type viscosity funnel and a mud scale at the well site during all well construction operations, and upon request, shall make them available to the CONSULTANT.

6.2 DRILLING FLUID CONTROL PLAN

CONTRACTOR shall provide the CONSULTANT a drilling fluid control plan 48 hours prior to drilling. The CONSULTANT must approve the Drilling Fluid Control Plan prior to implementation. The Drilling Fluid Control Plan shall include the following:

- Explanation of potential problems and issues associated with the lithology,
- How anticipated changes in the drilling conditions will affect the drilling fluid control plan,
- Lost Circulation Plan,
- List of products, purpose of each product, and application rates,
- Test parameters, test equipment, and fluid property limits,
- Frequency of fluid tests, and
- Material Safety Data Sheets (MSDSs) for drilling products.

Drilling fluid tests will be required during periods when any drilling fluid additives (not only clear water) are being circulated in the borehole. CONTRACTOR shall measure physical and chemical properties of the drilling fluid in accordance with the procedures of the American Petroleum Institute (API) Standard RP 13B "Standard Procedures for Testing Drilling Fluids". CONTRACTOR shall test those samples which are collected at the rig pump discharge line, with care taken to assure a true and representative sample. CONTRACTOR shall conduct drilling fluid tests a minimum of:

- 1) every 24 circulating-hours;
- 2) when significant changes to the drilling fluid are made;
- 3) whenever conditions appear to have changed or when problems arise; and/or,
- 4) at the request of the CONSULTANT.

6.3 SPECIFIC CONDITIONS

During the drilling of the borehole, and the installation of this well, CONTRACTOR shall take extra care to minimize chemical and biological disturbance of the vadose zone and saturated alluvial matrix. The use of organic drilling fluid materials (such as starch, guar, or cottonseed hulls) will not be accepted for drilling. The use of "nonreversible" lost circulation materials such as newspaper and cellophane will be allowed in the upper non-production zone only. Once the expected production zone is penetrated as estimated by the CONSULTANT, no lost circulation material will be allowed without prior written consent from the CONSULTANT. MSDSs from the manufacturer for all drilling fluid additives must be provided to the CONSULTANT for review prior to their use.

6.4 LOST CIRCULATION

During the drilling of the pilot borehole or ream, if there is no return of circulated drilling fluid (lost circulation) for a period of at least two (2) continuous hours and CONTRACTOR is unable to advance the hole at a rate of 4 feet per hour or greater, the CONTRACTOR may invoke the Lost Circulation Clause. In order to invoke the Lost Circulation Clause, CONTRACTOR shall notify the CONSULTANT immediately any time CONTRACTOR experiences lost circulation. CONTRACTOR shall execute the Lost Circulation Plan immediately upon lost circulation to be compensated under the Lost Circulation Clause. CONTRACTOR shall provide written notification to the CONSULTANT and the TOWN within an hour of observed lost circulation, and the TOWN shall provide a written field order to CONTRACTOR to continue under the Lost Circulation Clause, or no compensation for regaining lost circulation will be made.

The conditions the Lost Circulation Clause shall apply from the beginning of the time period of total lost circulation, with no returns at the land surface, and shall continue only until such time as drilling fluid circulation is regained, with full or partial returns of drilling fluid at the land surface. After an initial lost circulation event has occurred, should circulation be lost again, the CONTRACTOR shall notify the CONSULTANT immediately and conditions of the Lost Circulation Clause will go into effect immediately. The Lost Circulation Clause will continue until such time as drilling fluid circulation is regained with full or partial returns of drilling fluid at the land surface for one (1) hour.

The TOWN shall compensate CONTRACTOR on a time and materials basis under lost circulation conditions if the CONTRACTOR invokes the Lost Circulation Clause and maintains the Lost Circulation Plan. During the period of the Lost Circulation Clause, CONTRACTOR shall be compensated for time (per Bid Schedule Item 6 on the Bid Schedule) and compensated for materials used during the period of the Lost Circulation Clause at cost plus 15 percent markup (per Bid Schedule Item 7).

For cost estimating purposes, it is anticipated that lost circulation conditions may require up to 12 hours of labor and up to \$5,000 in materials during the period of the Lost Circulation Clause to maintain the Lost Circulation Plan. CONTRACTOR costs (during the period of the Lost Circulation Clause to maintain the Lost Circulation Plan) which exceed the estimated quantities shown on the Bid Schedule for Item 6 and 7 shall be compensated by the Owner with prior approval from the Owner.

7.0 WELL DRILLING AND INSTALLATION

7.1 DRILLING METHOD AND AIRLIFT REQUIREMENTS

CONTRACTOR shall drill the boring by the reverse rotary drilling method and shall use the following equipment for airlift pumping during zonal sampling and development:

- CONTRACTOR shall be required to have for air lifting purposes, multiple compressors capable of supplying a minimum total of 750 cubic feet per minute at 350 pounds per square inch.
- To maintain the required airlift rates for zonal sampling and development, airlift equipment will require a minimum of six (6) inch inside diameter educator pipe. Using 6 5/8-inch outside diameter drill pipe as educator pipe is acceptable.
- Airline shall have a minimum 1.5 inch inside diameter.

CONTRACTOR shall be responsible for designing and controlling a drilling program that conforms to this specification.

7.2 SURFACE CASING INSTALLATION

7.2.1..... Drilling

CONTRACTOR shall drill the surface casing borehole for this production well to a minimum 42 inch diameter, to a depth of no less than 39 feet. The CONSULTANT reserves the right to direct the drilling of the surface casing borehole to a greater depth depending on geologic formations and other subsurface conditions. The surface casing boring may be drilled using rotary or auger drilling methods.

7.2.2..... Surface Casing Materials

7.2.2.1 Casing

The surface casing for this production well shall be new, and manufactured in accordance with American Society for Testing and Materials (ASTM) Specification A53 Grade B low-carbon steel. This casing shall have a 32.0 inch outside diameter and have a minimum 0.312 inch wall thickness. The minimum length of the surface casing shall be 40 feet, to allow for a minimum 1-foot stickup above land surface. The casing shall be factory assembled in not less than 40-foot lengths.

7.2.2.2 Surface Seal

The surface seal for the surface casing shall consist of a slurry of neat cement or sand cement. The CONSULTANT must approve the specific constituents and mix design of the surface seal. CONTRACTOR shall provide a vendor-supplied slurry mix design (with mix ratios and ASTM designations for the constituents) to the CONSULTANT at least three (3) days prior to placement of the surface seal.

The slurry mix design for the surface seal shall include the following:

- If neat cement is used, the mixing ratio shall not exceed six (6) gallons of water per 94-pound sack of Portland cement.
 - The Portland cement shall conform to ASTM Standard C150, Type II.
 - Accelerator additives, such as calcium chloride, shall not exceed two percent by weight of the cement.
 - The slurry shall not exceed 15.1 pounds per gallon (lb/gal) (113 pounds per cubic foot, lb/cf).

- If sand cement is used, the mix ratio for the volume of sand shall not exceed the volume of Portland cement.
 - The Portland cement shall conform to ASTM Standard C150, Type II.
 - The mixing ratio shall not exceed six (6) gallons of water per 94-pound sack of Portland cement.
 - For cost estimation purposes only, CEMEX mix code 1332916 for a 15 Sack Sand Slurry is acceptable.
 - Accelerator additives, such as calcium chloride, shall not exceed two percent by weight of the cement.
 - The slurry shall not exceed 17.0 lb/gal (127 lb/cf).

CONTRACTOR shall provide a mud scale to the CONSULTANT to measure the weight of the slurry, as an indicator of the mix ratio, prior to installation. CONTRACTOR shall mix the slurry thoroughly and the slurry shall be free of lumps to the satisfaction of the CONSULTANT. Surface seal material that does not meet the slurry mix requirement shall be rejected at the cost of the CONTRACTOR.

7.2.3..... Surface Casing Installation

Details for the surface casing construction are shown in Figure 3. CONTRACTOR shall furnish surface casing, conforming to Section 7.2.2, and install it from one foot above the ground surface to a minimum of 39 feet below the ground. If necessary, field welding of joints shall conform to section 7.4.2.1.

7.2.4..... Surface Seal Installation

CONTRACTOR shall place a cement slurry surface seal conforming to the specification in Section 7.2.2.2 from the base of the surface casing to approximately five (5) feet below land surface to accommodate the flow pipe from the mud pit. CONTRACTOR shall completely fill the annular space with cement slurry and form a continuous seal between the surface casing and the wall of the borehole. CONTRACTOR shall take care to maintain an equalization of pressures to the extent necessary to prevent collapse of the surface casing. CONTRACTOR shall maintain the surface casing centered in the hole for a minimum curing time of 12 hours or until the seal obtains a compressive strength of 5,000 pounds per square inch (psi).

7.3 DRILLING

CONTRACTOR shall drill and test a pilot borehole. Data collected from the pilot borehole will be used to prepare a final well design. CONTRACTOR shall ream the pilot borehole to the final depth and diameter as required to accommodate the well. CONTRACTOR shall drill using the method described in Section 7.1, and in compliance with the drilling fluid testing and reporting requirements of Section 6.0. During drilling activities, CONTRACTOR shall conduct all operations on a 24-hour per day, 7-day per week basis.

7.3.1..... Pilot Borehole

CONTRACTOR shall construct the well borehole by initially drilling a pilot borehole to a maximum depth of 510 feet, at a minimum diameter of 16 inches. However, the CONSULTANT reserves the right to direct the drilling of the well borehole to a greater or lesser depth, depending on geologic formations and other subsurface conditions. It is expected that conglomerate will be encountered at approximately 500 feet.

7.3.2..... Borehole Ream

Following analysis of data collected during the drilling of the pilot borehole, downhole geophysical logging and zonal sampling, the CONTRACTOR shall ream the borehole to a diameter of 28 inches to the required total depth presented on the final well design figure.

7.3.3..... Lithologic Samples

During the drilling of the pilot hole, CONTRACTOR shall collect and preserve for the CONSULTANT, two duplicate samples of the drilled cuttings. CONTRACTOR shall collect the samples at 10-foot intervals from the base of the surface casing to the bottom of the pilot borehole. CONTRACTOR shall provide an acceptable means of sampling the drilled cuttings at the discharge pipe. Catching the drilled cutting samples in sieves will not be allowed. CONTRACTOR shall provide a sump-type or baffle-type sample catching device. CONTRACTOR shall carefully collect each sample from the sampling point, and CONTRACTOR shall clean the sample catching device of all cuttings after each sample is taken.

CONTRACTOR shall furnish and place the samples in 4.5 inch by 6 inch cloth sacks (HUBCO or equal). In addition, as an on-site visual record of the borehole stratigraphy, CONTRACTOR shall lay each sample out in a sample storage area on a water-proof tarp or ground cloth for each sampled interval in descending order. CONTRACTOR shall protect the samples from rain fall, wind, or other disturbance. The storage area and ground cloth must allow samples to be maintained in sequence and unmixed with surface material or other samples until they have been examined and logged by the CONSULTANT. CONTRACTOR shall submit details of the proposed formation sampling method including the sampling equipment to be used to the CONSULTANT prior to the start of drilling. The CONSULTANT prior to the start of drilling must approve the sampling program.

7.3.4..... Geophysical Logging

CONTRACTOR will provide geophysical logging services following the completion of the pilot borehole and reamed borehole. CONTRACTOR shall conduct caliper, spontaneous potential, 64-inch, 16-inch, and 8-inch normal resistivity, single point resistivity, natural gamma ray, sonic, temperature, and deviation logging of the pilot borehole. Following completion of borehole reaming, CONTRACTOR shall conduct an additional caliper log for determination of the annular volume. CONTRACTOR shall provide the CONSULTANT five (5) field copies, five (6) final copies, and electronic copies of all geophysical logs as requested by the CONSULTANT.

7.3.5..... Formation Water Quality Sampling

The CONSULTANT may select up to three intervals for water quality sampling in the borehole. The CONSULTANT may add additional sampling intervals after reviewing the borehole data. CONTRACTOR shall construct zonal sampling intervals as indicated by the CONSULTANT beginning with the deepest interval and continue up the borehole to the shallowest. CONTRACTOR shall ensure the borehole is open from the land surface to the depth at which the formation will be sampled.

CONTRACTOR shall provide a six (6) inch diameter sampling tool which will consist of a twenty (20) foot long section of perforated steel casing attached to a minimum six (6) inch inside diameter eductor pipe (or equivalent such as 6 5/8 inch drill pipe) with a minimum 1.5 inch inside diameter airline. The eductor pipe shall include a number of short joints to allow placement of the sample tool within five (5) feet of the selected depth. CONTRACTOR shall plug the lower end of the sampling tool with a steel plate welded across the open bottom. CONTRACTOR shall use a sounding device approved by the CONSULTANT to determine the depth of the sampling tool and depths to the top of the emplaced materials as required by the CONSULTANT.

CONTRACTOR shall install the zone sampling tool and annular materials in the following manner as approved by the CONSULTANT.

- 1) Install backfill in the borehole to within 20 feet of the lowest interval to be sampled.
- 2) Place a 10 foot bentonite seal in the borehole bringing the material up to within 10 feet of the lowest interval to be sampled.
- 3) Place the sampling tool in the borehole adjacent to the interval that is to be sampled.

- 4) Place an appropriate gravel pack within the borehole and around the sampling tool and eductor pipe to a depth of approximately 10 feet above the top of the sampling tool.
- 5) Place 10 foot thick seal including bentonite and fine sand on top of the gravel pack to isolate the interval to be sampled.

CONTRACTOR shall be required to have for air lifting purposes, compressors capable of supplying a minimum total of 750 cubic feet per minute at 350 pounds per square inch to provide up to approximately 150 gallons per minute (gpm) of airlift discharge, and no less than 50 gpm of discharge if the formation is capable of producing at that rate.

All CONTRACTOR discharge activities shall conform to the requirements in Section 2.1. Additional site protection measures which are required prior to discharge to the structure are provided in Section 8.3. NO FLUIDS (including water) shall be discharged on private property, easement property, or TOWN owned property.

CONTRACTOR shall air lift the water to the surface for approximately 12 hours. CONTRACTOR shall collect samples for analysis of field parameters including temperature, pH, and specific conductivity with calibrated meters owned by CONTRACTOR as required by the CONSULTANT. The CONSULTANT shall be responsible for the collection of water quality samples for laboratory analysis. Once the CONSULTANT has collected the necessary samples, CONTRACTOR shall stop airlifting and facilitate measurement of a static water level. It is anticipated that it will take between thirty (30) and sixty (60) minutes for the water level to stabilize.

Should CONTRACTOR be required to take more than three formation samples, the additional formation sample(s) shall be paid for on the same unit cost basis as the first three formation samples. Should CONTRACTOR be required to air lift the well more than the 12 hours listed in the specifications, the CONTRACTOR shall be compensated on an hourly rate as presented on Bid Schedule Item 9.

For additional work required by the CONSULTANT due to issues beyond the control of CONTRACTOR, the CONTRACTOR shall be compensated on an hourly rate as presented on Bid Schedule Item 9. If the duration of the airlift period is less than 12 hours due to issues beyond the control of CONTRACTOR, the remaining hours of airlift shall be reduced (at the hourly rate as presented on Bid Schedule Item 9) from the cost of the additional work required by the CONSULTANT. For additional work required by the CONSULTANT due to issues as a result of CONTRACTOR error, CONTRACTOR shall not be compensated.

7.4 PRODUCTION WELL INSTALLATION

7.4.1..... Well Materials

The materials that are anticipated to be installed in the production well are described below.

The actual quantities of materials to be used are subject to change, based on information obtained during the drilling and testing of the pilot borehole. The CONSULTANT shall determine the final well design prior to installation of the well, based on the analysis of the data collected during the drilling and testing of the pilot hole. The CONSULTANT shall provide CONTRACTOR with the final well design figure within a period of 72 hours following collection of the final zonal sample.

CONTRACTOR shall be responsible for the accuracy of the well material order necessary to comply with the final well design. CONTRACTOR shall be responsible for coordinating the timely delivery of well materials for inspection and approval by the CONSULTANT at least two (2) days prior to completion of the borehole ream. Well materials not within the requirements described below or not within factory specifications for roundness may be rejected. Well materials damaged during loading, transportation, or unloading may be rejected by the CONSULTANT. CONTRACTOR shall be responsible for all costs or additional work associated with damaged well materials.

7.4.1.1 Blank Casing and Screen

CONTRACTOR shall provide the following blank casing and screen schedule for the production well as specified below:

1. High-strength low-alloy steel (HSLA) blank casing

2. HSLA screen
3. HSLA bull-nosed plug

The HSLA blank casing and screen shall be manufactured in accordance with applicable parts of ASTM Specification A 139 Grade B. Welding shall be by the automatic submerged-arc process using at least one pass on the inside and one pass on the outside. The HSLA steel from which the blank casing and screen is manufactured shall conform to ASTM A 606 Type 4. The HSLA blank casing and screen shall have an 18.0 inch inside diameter, 18 5/8 inch outside diameter, and a 0.312 inch wall thickness.

The blank casing and screen shall be factory assembled in sections no less than 40-foot long, unless shorter lengths are required based on the final well design. The top of each section shall be furnished with a welding collar of the same wall thickness and shall have the same physical and chemical properties as the corresponding blank casing and screen sections. The welding collars shall have a minimum 5-inch length and shall fit the outside diameter of the blank casing and screen within 0.010-inch diametrical clearance. The inside edge of the welding collars shall be ground or sufficiently scarfed to remove sharp edges or burrs. Three alignment holes shall be provided in each welding collar (spaced at 120 degrees), to ensure proper abutment of the screen sections. The alignment holes shall be no larger than 1 inch in diameter and shall be completely filled with fillet welding.

The openings in the HSLA screen shall be machine made, horizontal to the axis of the casing, and of a louver form with the aperture facing downward. The louvered openings shall be 2 5/8 inches in length, and spaced approximately one (1) inch apart in the vertical direction with 14 perforations per circle to provide 168 openings per linear foot. The screen aperture size shall be 0.070 inches wide in a "Ful Flo" pattern as manufactured by Roscoe Moss Company, Los Angeles, California.

7.4.1.2 Sounding Tube

The sounding tube shall be new and manufactured in accordance with ASTM Specification A53B low carbon steel (LCS). This tubing shall have a 1.5 inch inside diameter and be flush-jointed (threaded or welded). The total length of the tubing shall be as 440 feet to allow for 1 foot stick up above ground surface. The bottom 40-feet of sounder tube shall contain 0.070-inch perforations. The sounding tube shall be equipped with a LCS bottom cap.

7.4.1.3 Silica Sand Filter Pack

The filter pack shall consist of clean, well-rounded grains that are smooth and uniform. The filter pack shall be siliceous with a limit of five percent, by weight, calcareous material. CONTRACTOR shall obtain the filter pack material from a source that has been approved by the CONSULTANT. The filter pack material shall consist of well-rounded particles with an average density of not less than 2.5 grams per cubic centimeter. Not more than one percent, by weight, of the material shall have a density of 2.25 grams per cubic centimeter or less. The filter pack shall contain no more than two percent, by weight, of thin, flat, or elongated pieces (pieces in which the largest dimension exceeds three times the smallest dimension) determined by hand packing. The filter pack material shall be free of shale, mica, clay, dirt, loam and organic impurities of any kind and shall contain no iron or manganese in a form or quantity that will adversely affect the water quality.

The anticipated filter pack grain size will be retained by the #9 U.S. Standard Sieve and pass through the #6 U.S. Standard Sieve. For pricing purposes only, filter pack material provided by Colorado Silica will be acceptable.

CONTRACTOR shall submit samples of the filter pack, including sieve analysis of samples collected from the actual material to be delivered to the site, to the CONSULTANT for approval, a minimum of five (5) days prior to delivery of the filter pack to the site. CONTRACTOR shall provide a suitable storage area for the filter pack. The filter pack shall be delivered to the site directly from the supplier in order to minimize contamination. Filter pack material must be bagged (bulk bags are acceptable) and shall be contained and temporarily stored on site in such a manner as to prevent contamination. Un-bagged delivery of filter pack material or material delivered in broken bags will not be accepted. The weight shall be indicated on each bag or the filter pack material will not be accepted.

7.4.1.4 Bentonite Seal

The bentonite seal material shall consist of sodium bentonite pellets, bentonite chips or bentonite slurry. The bentonite seal material shall contain no hazardous materials or gypsum. CONTRACTOR shall provide a sample of the bentonite material to the CONSULTANT for approval no less than three days prior to installation.

7.4.1.5 Cement Seal

The cement seal material shall consist of a slurry of neat cement or Pozzolanic cement. Accelerator additives (such as calcium chloride or sodium chloride) or inert additives such as sand or aggregate material shall not be accepted. The CONSULTANT must approve the specific constituents and mix design for the cement seal. CONTRACTOR shall provide a vendor-supplied slurry mix design (with mix ratios and ASTM designations for the constituents) to the CONSULTANT for approval at least three (3) days prior to placement of the cement seal.

The slurry mix design for the cement seal shall include the following:

- If neat cement is used for the seal, the mixing ratio shall not exceed six (6) gallons of water per 94-pound sack of Portland cement.
 - The Portland cement shall conform to ASTM Standard C150, Type II.
 - The slurry shall not exceed 15.1 lb/gal (113 lb/cf).
- If Pozzolanic cement is used for the seal, the mixing ratio shall not exceed 74 pounds of Pozzolanic material per 94-pound sack of Portland cement with no more than 10 gallons of water per 94-pound sack of cement.
 - The Portland cement shall conform to ASTM Standard C150, Type II.
 - The Pozzolanic (fly ash) material shall conform to ASTM Standard C618.
 - For cost estimation purposes only, CEMEX mix code 1333054 for a 19.8 Sack Cement/Ash/Water mix is acceptable.
 - The slurry shall not exceed 14.1 lb/gal (106 lb/cf).

CONTRACTOR shall provide a mud scale to the CONSULTANT to measure the weight (density) of the slurry, as an indicator of the mix ratio, prior to installation. Slurry that does not meet the approved mix design shall be rejected at the cost of the CONTRACTOR. CONTRACTOR shall mix the slurry thoroughly and the slurry shall to be free of lumps to the satisfaction of the CONSULTANT. Slurry which is not adequately mixed will be rejected by the CONSULTANT due to possibilities of the slurry bridging during placement.

7.4.2..... Well Casing and Screen Installation

During the installation of the well casing and screen, CONTRACTOR shall keep the boring full of drilling fluids as specified in Section 6.0 and free from any obstructions detrimental to complete casing installation. CONTRACTOR shall center the well casing in the hole so as not to interfere in any way with the cement slurry seal, filter pack, and/or well installation. Details for this production well construction are shown in Figure 3. CONTRACTOR shall be required to work continuously, on a 24-hour per day, 7-day per week basis, while installing and completing the well.

CONTRACTOR shall install the well in the open borehole with the blank casing and well screen set at depth intervals specified by the CONSULTANT. CONTRACTOR shall secure centralizers of the same type material to the well casing and screen at intervals of not greater than 80 feet. CONTRACTOR shall hang the well casing, screen, and sounding tube in suspension until the filter pack and cement seal has been installed. To remove drilling fluids and verify the perforations are clear, CONTRACTOR shall flush the sounding tube with potable water prior to installation of annular material, after installation of annular materials, and after swab and airlift development.

7.4.2.1 Joints in the Well

CONTRACTOR shall field weld joints in the blank well casing and screen in accordance with applicable provisions of the AWWA Standard C206 for welded joints. CONTRACTOR shall provide a welder or welders experienced for the method and type of welding specified to perform all welding activities. CONTRACTOR shall submit the qualifications of the welder or welders to the CONSULTANT for approval at least three (3) days prior to welding activities.

Prior to welding, CONTRACTOR shall ensure the ends of each casing section are free of grease, paint, cement, dirt, oil, scale, slag, heavy rust, or any other foreign material. CONTRACTOR shall ground, or sufficiently scarf, the ends of the casing lengths to remove sharp edges or burrs. CONTRACTOR shall install section ends either with joint collars or beveled to a 30 degree angle, perpendicular to the axis of the casing, to facilitate proper alignment of joined casing sections. The section ends shall not vary more than 0.010 inches at any point from a true plane at right angles to the axis of the casing. CONTRACTOR shall sufficiently orient the ends of the casing sections to assure

100% penetration of the weld, and adequate welding passes shall be made to provide for complete filling of the joined casing ends.

CONTRACTOR shall follow a welding sequence which will avoid excessive distortion. Each welding pass shall be smooth and free of blisters, scale, bubbles, cracks, and imperfections that would contribute to a lack of strength of the overall welded joint. CONTRACTOR shall make all well casing joints or overlaps watertight to prevent the degradation of the water supply by the migration of poor quality water.

7.4.3.....Annulus Material Installation

CONTRACTOR shall hang the blank casing, screen, and sounding tube in the borehole to maintain tension on the pipe throughout the installation of annular materials. CONTRACTOR shall maintain the drilling fluid level in the borehole and well with the level in the mud pit.

Prior installation of the filter pack, CONTRACTOR shall install a swab tool to the bottom of the well using the eductor pipe specified in Section 7.1. The swab tool shall include rubber swab disks installed above and below a 20-foot long perforated interval. The swab tool shall include new rubber swab disks which are machine-cut to an outside diameter which is 3/4-inches less than the inside diameter of the well casing. CONTRACTOR shall use airline as specified in Section 7.1. The CONSULTANT shall approve the swab tool, eductor pipe, and airline prior to installation.

7.4.3.1 Silica Sand Filter Pack

CONTRACTOR shall place the silica sand filter pack, conforming to the specifications of Sections 7.4.1.3 from the bottom of the well to the specified depth, and shall completely fill the annulus in the specified interval. The swab tool will initially be placed at the bottom of the well prior to installation of the filter pack. The drilling fluids in the borehole will be reconditioned (thinned) to facilitate the installation of annular materials and development as specified below.

Prior to installation of annular materials, CONTRACTOR will recondition the drilling fluid in the mud pit and borehole as follows:

- Weight of the drilling fluid will be reduced to less than 9.0 pounds per gallon,
- Viscosity will be reduced to less than 30 seconds per quart as determined by a Marsh funnel test,
- Sand content will be reduced to no greater than 1 percent by volume.

The specific method of placement and material must be approved by the CONSULTANT. CONTRACTOR shall install the filter pack using the pump and tremie method with potable water, simultaneous with reverse circulation of drilling fluids by the airlift method at a rate of no less than 250 gallons per minute. CONTRACTOR shall take care to avoid bridging during installation of the filter pack. At no time shall CONTRACTOR locate the bottom of the tremie pipe at a distance greater than 50 feet above the interval being filled during filter pack placement. CONTRACTOR shall measure the level of the filter pack periodically during placement, as required by the CONSULTANT. The method of filter pack level measurement must be approved by the CONSULTANT. CONTRACTOR shall continuously place the filter pack, except when additional precautions are necessary to prevent bridging, or measurements of the filter pack level are being conducted, or if the filter pack is required to be settled prior to installation of additional annular materials.

A swabbing tool will be used during filter pack installation to prevent bridging and settle the filter pack, it is imperative that CONTRACTOR take extreme caution in order to prevent pressure differences that could cause screen collapse or borehole collapse. After installation of the filter pack, the swab tool will be used to settle the filter pack. CONTRACTOR shall settle the filter pack utilizing the swab tool without airlift pumping. The tool will be worked from the bottom of the well to the top of the filter pack interval. The CONTRACTOR will periodically measure the top of the filter pack to evaluate settling as required by the CONSULTANT. After settling, additional filter pack will be installed to meet the required design.

The quantity of filter pack material placed in the annulus shall not be less than that of the volume computed based on the results of the caliper log performed after borehole reaming. Upon completion of the filter pack placement,

excess filter material will be judged an indication of voids in the sand envelope, and CONTRACTOR shall undertake corrective measures at CONTRACTOR's expense.

7.4.3.2 Filter Pack Disinfection

Simultaneous with the installation of the filter pack, CONTRACTOR shall add granular or liquid hypochlorite or similar disinfectant to the filter pack at the rate of 2 pounds per cubic yard of filter material, based on 70 percent chlorine content. If a lesser strength hypochlorite or other chlorine product is used, CONTRACTOR shall adjust the quantity accordingly.

CONTRACTOR shall apply the disinfecting agent uniformly throughout the entire portion of the well below the water table, without relying on subsequent mechanical surging action for dispersing the disinfectant. The specific method used to disinfect the filter pack must be approved by the CONSULTANT.

7.4.3.3 Bentonite Seal

CONTRACTOR shall install the bentonite seals complying with Section 7.4.1.4 in the well annulus through a tremie pipe. CONTRACTOR shall place a bentonite seal directly above the filter pack interval. The CONSULTANT must approve the specific installation procedure and materials.

7.4.3.4 Cement Seal

The well casing cement seal shall consist of slurry conforming to the mix design in Section 7.4.1.5. CONTRACTOR shall place the cement slurry to completely fill the annular space between the well casing and the wall of the borehole from the top of the bentonite seal to the surface by the submerged tremie method. The CONSULTANT must approve the specific method of installation.

Prior to installation, the bottom of the tremie pipe should be no greater than one (1) tremie pipe section length above the bottom of the zone to be filled. Prior to pumping the cement slurry, CONTRACTOR shall pass the slurry through a 2-inch slotted bar strainer, in order to remove any unmixed lumps. The CONTRACTOR shall be required provide a piston-style concrete pump capable of installing cement slurry by the submerged tremie method.

When installing the slurry, CONTRACTOR shall continuously submerge the discharge end of the tremie in the slurry until the zone to be sealed is completely filled. Cement seal material not installed by the submerged tremie method is not acceptable. CONTRACTOR shall install the cement seal material in as few lifts as possible without compromising the stability of the well casing. A minimum curing time for the cement seal is 12 hours, and the material must obtain a compressive strength of 500 pounds per square inch (psi) during curing time.

7.5 WELL DEVELOPMENT

CONTRACTOR shall accomplish well development by simultaneously swabbing and airlift pumping. The CONSULTANT will monitor well development performance during development activities and provide oversight for CONTRACTOR activities.

CONTRACTOR shall be required to have for air lifting purposes, a compressor or compressors capable of supplying a minimum total of 750 cubic feet per minute at 350 pounds per square inch to provide a minimum of 150 gpm of airlift discharge if the formation is capable of producing at that rate. A detailed diagram of the development tool to be used must be submitted to the CONSULTANT for approval prior to mobilization. CONTRACTOR shall provide a method to safely collect a sample the airlift discharge. The CONSULTANT must approve the specific methods and equipment for well development.

Initially, airlift pumping will be used to completely remove the heavy fluids from the well as the swab tool is worked to the bottom of the well. This period shall not be compensated as well development.

7.5.1.....Distribute Chemical Dispersant

After the heavy fluids are removed, a chemical dispersant will be added to the well. CONTRACTOR cost for the chemical dispersant is included as an allowance on Bid Schedule Item 16. CONTRACTOR time during this period

shall be compensated as Swab and Airlift Development per Bid Schedule Item 17. Actual chemical dispersant must be pre-approved by the CONSULTANT. The dispersant will be distributed in the screened interval with the swab tool (no airlift pumping), working from the bottom of the well to the top of the screened interval. Dispersant will be added through the drill pipe and washed into the annulus by flushing the drill pipe with potable water as required by the CONSULTANT. The swab tool will be moved up and down the length of the kelly bar to distribute the dispersant prior to laying down each joint of drill pipe. The dispersant will be further distributed as the CONTRACTOR moves the swab tool up and down the length of the kelly bar as required by the CONSULTANT as the tool is worked to the bottom of the well.

7.5.2.....Swab and Airlift Development

Swab and airlift well development shall proceed from the bottom of the screen, to the top of the screen, then to the bottom of the screen, as required by the CONSULTANT. It is anticipated that swab and airlift development will require a total of 12 minutes per foot of screen (plus additional time to introduce and distribute the dispersant – Aqua Clear); however, the duration of well development will be based on well development performance, not time. The CONSULTANT will evaluate the well development performance in real time and select the total duration of swab and airlift development based on results. CONTRACTOR shall be compensated at the appropriate unit rate for the actual hours of swab and airlift development.

During swab and airlift well development, the duration of the airlift pumping period between swab periods will extend no longer than required by the CONSULTANT, generally 15 to 20 minutes. Extended periods of airlift pumping shall not be compensated. CONTRACTOR shall collect samples of the turbid discharge immediately after each swabbing period and measure the mud and sand content with an Imhoff cone to evaluate well development performance. Each measurement shall be recorded in the Daily Driller’s Report.

Because a swabbing tool is to be used during development, it is imperative that CONTRACTOR take extreme caution in order to prevent pressure differences that could cause screen or borehole collapse.

Subsequent to swabbing and airlift development, CONTRACTOR shall further develop the well by pumping and surging to remove additional fine sediment from the well bore using the test pumping equipment. Compensation for pump and surge development shall be per Bid Schedule Item 17 described in Section 8.0.

7.6 WELL PLUMBNESS AND ALIGNMENT

The well shall meet the AWWA Standard A100-06 requirement for plumbness and alignment for the entire depth of the well for installation of a 16-inch nominal diameter pump assembly. Final plumbness will be measured by gyroscopic survey and final alignment shall be measured by the dummy method. Should the plumbness and alignment of the well not meet AWWA Standard A100-06, Section 4.7.9, CONTRACTOR, at its own expense, shall correct the plumbness and/or alignment of the well to the satisfaction of the TOWN. Well plumbness and alignment must be approved by the TOWN prior to the acceptance and final payment for the well.

7.6.1..... Pilot Borehole Plumbness and Alignment

During the drilling of the pilot hole, CONTRACTOR shall perform plumbness tests by use of an inclinometer (Eastman mechanical drift indicator available from the Eastman Oil Well Survey Company or equal) at 100-foot intervals. CONTRACTOR shall use a 3-degree unit with the inclinometer. The maximum acceptable drift from vertical shall be no more than 0.50 degree (10.5”/100 feet), unless otherwise approved by the CONSULTANT. If a survey measurement exceeds the maximum acceptable drift, CONTRACTOR, at its own expense, shall correct the plumbness of the borehole to the satisfaction of the TOWN CONSULTANT.

At the completion of pilot borehole drilling, CONTRACTOR shall test plumbness and alignment using a gyroscopic deviation tool or other device as approved by the CONSULTANT. The deviation tool shall measure plumbness and alignment at 20-foot intervals.

If the pilot borehole does not conform to AWWA A100-06, Section 4.7.9.2 (plumbness tolerance), CONTRACTOR shall submit to the CONSULTANT a written plan of corrective action. If the pilot borehole does not conform to AWWA Standard A100-06, Section 4.7.9.4 (alternate alignment tolerance), CONTRACTOR shall submit to the CONSULTANT a written plan of corrective action.

7.6.2..... Well Plumbness and Alignment

CONTRACTOR shall test the final plumbness of the well by the gyroscopic survey method with a deviation tool approved by the CONSULTANT. At a minimum, the deviation tool shall measure plumbness at 20-foot intervals and the calculated horizontal deviation of each measurement from vertical. The well is within plumbness tolerance if plumbness meets the requirement of AWWA Standard A100-06, Section 4.7.9.2 for the entire length of the well. The maximum allowable horizontal deviation of the well from vertical shall not exceed 0.67 times the smallest inside diameter of the well per 100 feet of depth.

CONTRACTOR shall test the final alignment of the well by the dummy method. The dummy method includes lowering a dummy to the bottom of the well. The well will be within alignment tolerance if the dummy can freely pass the entire length of the well. The dummy shall consist of a 40-foot long rigid spindle of extra heavy steel pipe with three rings rigidly fixed to the pipe so that the rings cannot move longitudinally along the pipe. The outer diameter of the rings shall be 16.5 to 17.5 inches and each ring shall be at least one (1) foot wide. The rings shall be truly cylindrical and shall be placed at each end of the dummy with one ring in the center. The CONSULTANT must approve and verify the design of the dummy prior to the alignment test. The CONSULTANT must witness the dummy test.

The TOWN may waive the requirements of plumbness and alignment if:

- 1) CONTRACTOR has exercised all possible care in constructing the well, and fully executed the corrective action plan, submitted as part of this section, to the satisfaction of the CONSULTANT;
- 2) the utility of the completed well will not be materially affected; and,
- 3) CONTRACTOR has submitted a written report explaining the cause of the borehole deviation and corrective actions taken to bring the well within acceptable limits of deviation.

CONTRACTOR shall furnish that report to the TOWN CONSULTANT prior to acceptance of the well.

7.7 WELL VIDEO SURVEY

After completion of test pump operations, CONTRACTOR shall provide a well video survey. The survey shall be in color and the survey equipment shall have side scanning capabilities. The CONSULTANT must witness the well video survey. The quality and clarity of the down-view and side-view observation of the well video survey must be acceptable to the CONSULTANT. The well video survey must be approved by the CONSULTANT prior to the acceptance and final payment for the well.

CONTRACTOR shall provide the CONSULTANT one (1) field DVD copy of the well video survey, one (1) final DVD copy of the well video survey, and five (5) final copies of the well video survey report which includes images from the survey showing observations as requested by the TOWN CONSULTANT, and one (1) electronic copy of the well video survey report.

8.0 AQUIFER TESTING

8.1 GENERAL

Aquifer testing will consist of 24 hours of pump and surge development, a 20-hour step-rate pumping test, and a 48-hour constant-rate pumping test, followed by a 48-hour water-level recovery period. Water will be discharged into a structure approximately 400 feet south of the well.

The CONSULTANT shall determine the initial test pump setting based on the final well design. The anticipated pump setting will be in a pump gallery (blank casing within the screened interval). Assume a pump setting of 390 feet for cost estimation purposes.

The CONSULTANT will oversee the surge-and-pump development program and monitor the well development performance. The CONSULTANT will select the total duration of pump and surge development based on well development performance. The total duration of pump and surge development is not anticipated to require more than a total of 24 hours which will be used for bidding purposes. CONTRACTOR shall be compensated per Bid Schedule Item 19 for the actual hours of pump and surge well development.

The pumping rates for the step-rate pumping test will vary incrementally from approximately 500 to 1,800 gpm as required by the CONSULTANT. The pumping rate for the 48-hour constant-rate pumping test will be determined based on the step-rate pumping test results. The constant-rate pumping test will start a minimum of 20 hours following the completion of the step-rate pumping test. The CONSULTANT reserves the right to extend or shorten development and test durations.

8.2 TEST EQUIPMENT

CONTRACTOR shall furnish pumping equipment with satisfactory throttling devices and valves, so that the discharge can be adjusted to various rates. The pump equipment shall not include a check valve or an anti-reverse rotation device. The pumping unit shall be complete with an ample power source and shall be capable of being operated without interruption for a minimum period of 48 hours. CONTRACTOR shall submit descriptions of the pump equipment and other required information to the CONSULTANT for approval prior to mobilization of pump equipment to the site.

CONTRACTOR shall install two sounding tubes to monitor water levels in the well. The sounding tubes shall be a minimum 1.5-inches nominal diameter, perforated in the lower 40 feet, and include a bottom cap. The sounding tubes shall be strapped to the column pipe and extend from the top of the pump to land surface.

CONTRACTOR shall measure the pump discharge by the orifice weir method and with a magnetic flow meter. The section of discharge pipe with the orifice weir shall be horizontal and the edges of the orifice shall be sharp and clean. Several plates with different size orifice diameters will be utilized as required by the CONSULTANT to maintain the head in the piezometer tube at a level at least three times greater than the orifice diameter. The magnetic flow meter shall include a 4-20 mA current loop and manufacturer's instructions for connection of a logger owned by the CONSULTANT to monitor flow rates. CONTRACTOR shall provide documentation regarding the accuracy of the magnetic meter to the CONSULTANT prior to aquifer testing. The CONSULTANT must approve the discharge measurement devices.

CONTRACTOR shall also furnish equipment for measurement of the sand production during pumping. The sand measurement device shall be a centrifugal sand sampler such as a Rossum sand sampler or equal.

CONTRACTOR shall install a spigot or valve for water sample collection from the discharge pipe.

CONTRACTOR shall not remove the pump equipment from the well until after the completion of the water level recovery test. Upon removal of pump equipment, CONTRACTOR shall secure the top of casing as required by the CONSULTANT.

8.3 PUMP DISCHARGE

CONTRACTOR shall operate the pump at discharge rate(s) directed by the CONSULTANT, and shall control discharge from the pump by a gate valve and/or engine throttle. CONTRACTOR shall control the discharge and maintain it at the rate required by the CONSULTANT for the entire test duration with an accuracy of plus or minus five (5) percent. CONTRACTOR shall orient the discharge pipe in such a manner as to ensure that the pipe remains full of water at the location of the flow meter at all times during pumping.

CONTRACTOR shall assume the discharge of water from the well during pumping activities will be directed into a structure located approximately 400 feet south of the well. CONTRACTOR is responsible for properly piping the discharge water to the structure and maintaining the piping at all times. CONTRACTOR shall prevent any damage to the private property and the structure.

TOWN staff will provide support regarding the discharge pipe below through the site fence.

9.0 VISITATION AND INSPECTION

At any reasonable time during the term of work, the CONSULTANT, TOWN, or any of their duly authorized representatives, shall have access to CONTRACTOR'S facilities and have the right to examine books, documents, and records of CONTRACTOR involving transactions related to this project.

10.0 MEASUREMENT AND PAYMENT

10.1 BASIS OF MEASUREMENT AND PAYMENT

Compensation for all work specified to be performed under this specification shall be made under the payment items presented in this section. The prices for the said payment items shall be full compensation for all labor, material, equipment, tax, bond, and insurance costs in connection therewith. Principal features of the work to be included under the various payment items will be on a linear foot, hourly, daily, per ton, per cubic yard, or lump sum basis, as designated. Quantities are not guaranteed. Final payment will be based on actual quantities installed. CONTRACTOR shall not be compensated for materials not installed such as excess filter pack. If the required quantities of the items listed above are increased or decreased by Change Order, the unit prices set forth above shall apply to such increased or decreased quantities.

Annular materials quantities presented for Bid Schedule Items 13 thru 15 are volume estimates based on the preliminary well design included as Figure 3. These volume calculations have been increased by 30% to allow for possible quantity overages due to variations in the borehole diameter. Although no unavoidable delays are expected, Bid Schedule Items for hours with crew and for hours without crew are included as a contingency to be paid by the TOWN with the TOWN's prior approval.

10.2 PAYMENT ITEMIZATION

A payment schedule for well construction, development, and testing of one (1) production well as specified herein. Detailed descriptions of each item of the Bid Schedule are presented below.

10.2.1 Item 1 - Mobilization and Demobilization

Consists of all labor, equipment, and material costs associated with but not limited to Sections 1.4, 2.0, and 3.0 including installation and removal of temporary fence, mud pits, and storage tanks; clearing and grubbing; transportation and disposal of all debris, drilling fluids, and drilled cuttings; required State, County, and TOWN permits and plans; all utilities; assembling all drilling, testing, and support equipment at the job site; securing the well after completion; filling and compaction of the mud pit; removing or transferring the equipment from the job site when the work is completed; and, job site cleanup. Payment shall be made on a lump sum basis.

10.2.2 Item 2 - Surface Casing Construction

Consists of all labor, equipment, and material costs associated with drilling, in accordance with Section 7.2, including a 42-inch diameter surface borehole, providing and installing a 32-inch diameter steel surface casing, and providing and installing a surface seal. Payment shall be made on a linear foot basis of the required casing length.

10.2.3 Item 3 - Pilot Borehole Drilling

Consists of all labor, equipment, testing requirements, and material costs associated with drilling a 16 inch minimum diameter borehole from 39 feet to the total depth in accordance with Section 7.3.1. Payment shall be made on a linear foot basis.

10.2.4 Item 4 - Borehole Geophysical Logging

Consists of all labor, equipment, and material costs associated with borehole geophysical logging in accordance with Sections 7.3.4. Payment shall be made on a lump sum basis.

10.2.5 Item 5 - Borehole Ream

Consists of all labor, equipment, and material costs associated with drilling, in accordance with Section 7.3.2, a 28 inch diameter borehole from 40 feet to the total depth. Payment shall be made on a linear foot basis.

10.2.6 Item 6 - Lost Circulation

Consists of all labor, equipment, and recording requirements costs associated with drilling fluid circulation loss over a period of at least two (2) continuous hours and inability to advance the hole at a rate of 4 feet per hour or greater in accordance with Section 6.4. Payment shall be made on an hourly basis. If the cost exceeds the total amount for Bid Schedule Item 6, the remaining cost will be compensated by the TOWN with the TOWN's prior approval.

10.2.7 Item 7 – Drilling Fluid During Lost Circulation Allowance

Consists of all material costs associated with drilling fluid circulation loss under lost circulation conditions if the CONTRACTOR invokes the Lost Circulation Clause and maintains the Lost Circulation Plan in accordance with Section 6.4. Payment shall be made at cost plus 15 percent markup. If the cost exceeds the total amount for Bid Schedule Item 7, the remaining cost will be compensated by the TOWN with the TOWN's prior approval.

10.2.8 Item 8 & 9 – Formation Water Quality Sampling

Consists of all labor, equipment, and material costs associated with the collection of zone specific ground-water samples as specified in Section 7.3.5. Airlift development shall be for a period of 12 hours followed by measurement of the static water level. Item 8 payment for each sample shall be on a lump sum basis. Item 9 payment for additional airlift development shall be on an hourly basis.

For additional work required by the CONSULTANT due to issues beyond the control of CONTRACTOR, the CONTRACTOR shall be compensated on an hourly rate as presented on Bid Schedule Item 9. If the duration of the airlift period is less than 12 hours due to issues beyond the control of CONTRACTOR, the remaining hours of airlift shall be reduced (at an hourly rate as presented on Bid Schedule Item 9 from the cost of the additional work required by the CONSULTANT. For additional work required by the CONSULTANT due to issues as a result of CONTRACTOR error, the CONTRACTOR shall not be compensated.

10.2.9 Items 10 thru 12 - Furnish and Install Blank Casing, Screen, and Sounding Tube

Consists of all labor, equipment, and material costs required to furnish and install the blank casing, screen, and sounding tube as described in Sections 7.4.1. Payment for these items shall be on a linear foot basis.

10.2.11 Item 13 - Furnish and Install Silica Sand

Item 13 consists of material costs to furnish the filter pack. Item 13 consists of all labor, equipment, and material costs to install the filter pack (including disinfection) as specified in Sections 7.4.1.4 and 7.4.3.2. Payment for item 13 shall be made on a ton basis.

10.2.12 Item 14 thru 15 - Furnish and Install Bentonite and Cement Seals

Consists of all labor, equipment, and material costs to furnish and install the bentonite seal and cement seal as specified in Sections 7.4.1.5 and 7.4.1.6, respectively. Payment shall be made on a cubic foot and cubic yard basis.

10.2.13 Item 16 - Chemical Dispersant Allowance

Consists of all material costs associated with chemical dispersant used prior to swab and airlift develop of the well in accordance with Section 7.5.1. Payment for Item 16 shall be made at cost plus 15 percent markup.

10.2.14 Item 17 - Swab and Airlift Development

Consists of all labor, equipment, and material costs associated with well development by swab and airlift development as specified in Section 7.5.2. Item 17 also includes all labor and equipment associated with adding dispersant to the well and distributing the dispersant into the annulus as specified in Section 7.5.1. Payment shall be made on an hourly basis.

10.2.15 Items 18 and 19 - Aquifer Testing

Consists of the cost of all labor, equipment, and materials associated with pump and surge development and well test requirements, as described in Sections 8.1 and 8.2. The depth of the pump setting will be approximately 400 feet can be used for cost estimation purposes. Payment for Item 18 (Install and Remove Pumping Test Equipment) shall be made on a lump sum basis. Payment for Item 19 shall be made on an hourly basis.

10.2.16 Item 20 - Final Well Testing

Consists of all labor, equipment, materials, and other costs associated with plumbness and alignment testing of the pilot borehole and production well as described in Section 7.6 (including a dummy test) and a final well video as described in Section 7.7. Payment shall be made on a lump sum basis.

10.2.17 Items 21 and 22 - Unavoidable Delay

Item 21 consists of the cost of maintaining equipment, personnel, and borehole integrity if a work stoppage occurs as required by the TOWN, which is not due to any fault of CONTRACTOR. Item 21 consists of the cost of maintaining equipment, borehole integrity, and site protection (without crew) if a work stoppage occurs as required

by the TOWN, which is not due to any fault of CONTRACTOR. Payment for these items shall be made on an hourly basis for the duration of the required delay by the TOWN with the TOWN's prior approval.

Item 22 consists of the cost of maintaining pump equipment and site protection (without crew) if a stoppage of pump activities occurs as required by the TOWN, which is not due to any fault of CONTRACTOR. Compensation for Item 22 shall be on an hourly basis and will not exceed ten (10) hours per day of delay. If the cost exceeds the total amount for Bid Schedule Item 22, the remaining cost will be compensated by the TOWN with the TOWN's prior approval.


10.2.18 Item 23 – Temporary Water Discharge Piping

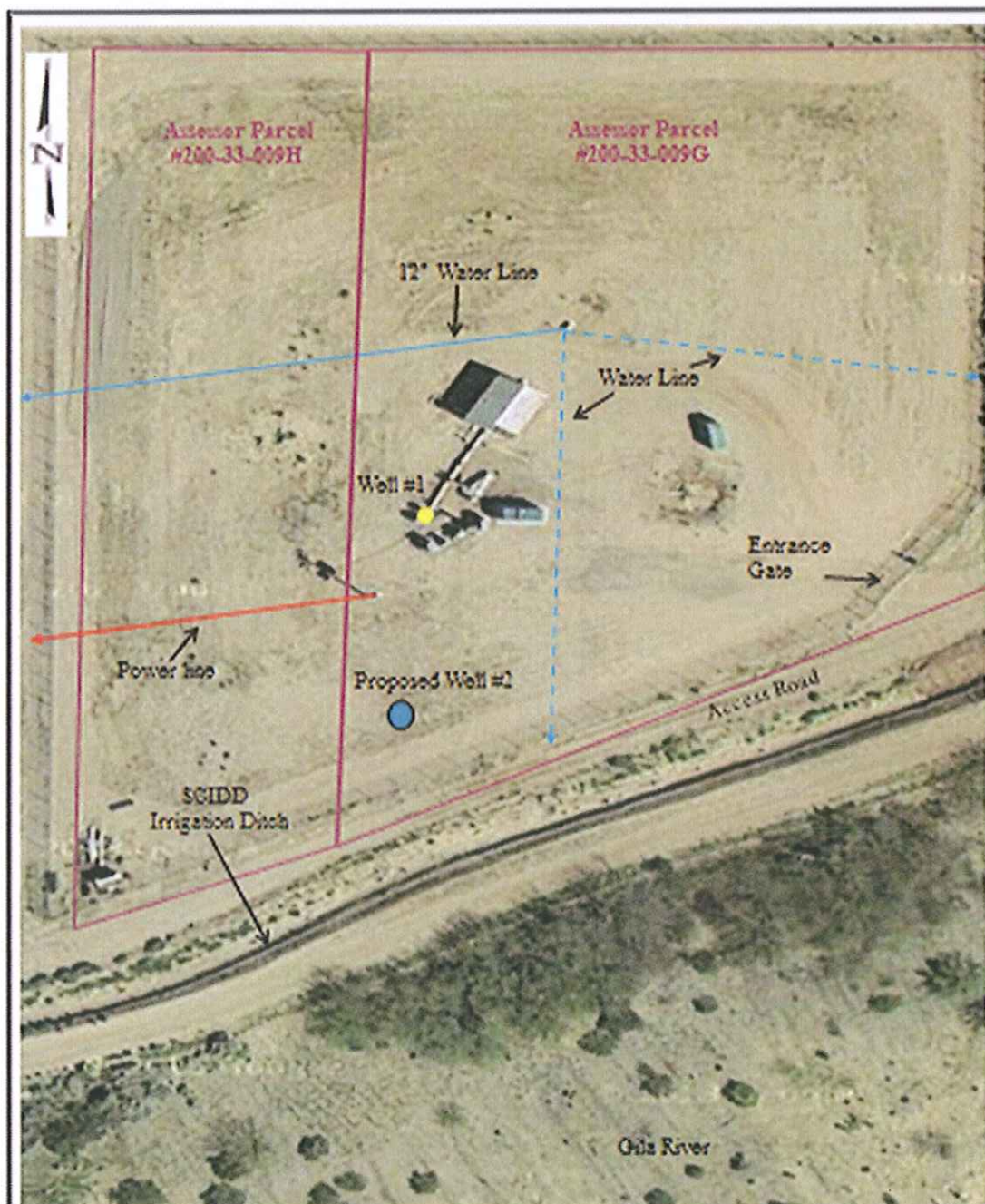
Consists of the cost of all labor, equipment and materials to install and remove temporary piping system and appurtenances to direct water discharges during well development and pump testing to the structure as required in Section 8.3. Payment for this item will be made on a lump sum basis.

10.3 BID SCHEDULE

m No.	Description	Est. Qty.	Unit	Unit Price(\$)	Extended Price (\$)
1.	Mobilization / Demobilization	1	LS		
2.	Surface Casing Construction	40	LF		
3.	Pilot Borehole Drilling	471	LF		
4.	Borehole Geophysical Logging	1	LS		
5.	Borehole Reaming	471	LF		
6.	Lost Circulation	12	HR		
7.	Drilling Fluid During Lost Circulation Allowance	1	AL		\$5,000
8.	Formation Water Quality Sampling (Includes 12 Hours Airlift Pumping and Recovery)	3	EA		
9.	Additional Air Lift Pumping for Sampling	12	HR		
10.	Furnish and Install 18 5/8 inch HSLA Blank Casing	344	LF		
11.	Furnish and Install 18 5/8 inch HSLA Louvered Screen	160	LF		
12.	Furnish and Install 1 1/2 inch LCS Sounding Tube (40 feet of perforations)	440	LF		
13.	Furnish and Install Colorado Silica Sand Filter Pack (No. 6-9)	34	TN		
14.	Furnish and Install Bentonite Seal	62	CF		
15.	Furnish and Install Cement Seal	33	CY		
16.	Chemical Dispersant Allowance	1	AL		\$1,000
17.	Swab and Airlift Development	40	HR		
18.	Install and Remove Pumping Test Equipment	1	LS		
19.	Pumping Period	92	HR		
20.	Final Well Testing (including dummy test)	1	LS		
21.	Unavoidable Delay with crew	0	AL		
22.	Unavoidable Delay without crew	0	AL		
23.	Temporary Water Discharge Piping	1	LS		
BASE BID (Items 1- 23 inclusive)				\$	_____ (In Numbers)
					Dollars
_____ (In Words)					
					Cents
_____ (In Words)					



<p>Southwest Ground-water  Consultants, Inc. March 5, 2015 Project B.2068</p>	<p>WELL LOCATION MAP BACKUPWELL NO. 2 Town of Florence, Arizona</p>	<p>Figure 1</p>
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Southwest Ground-water



Consultants, Inc.

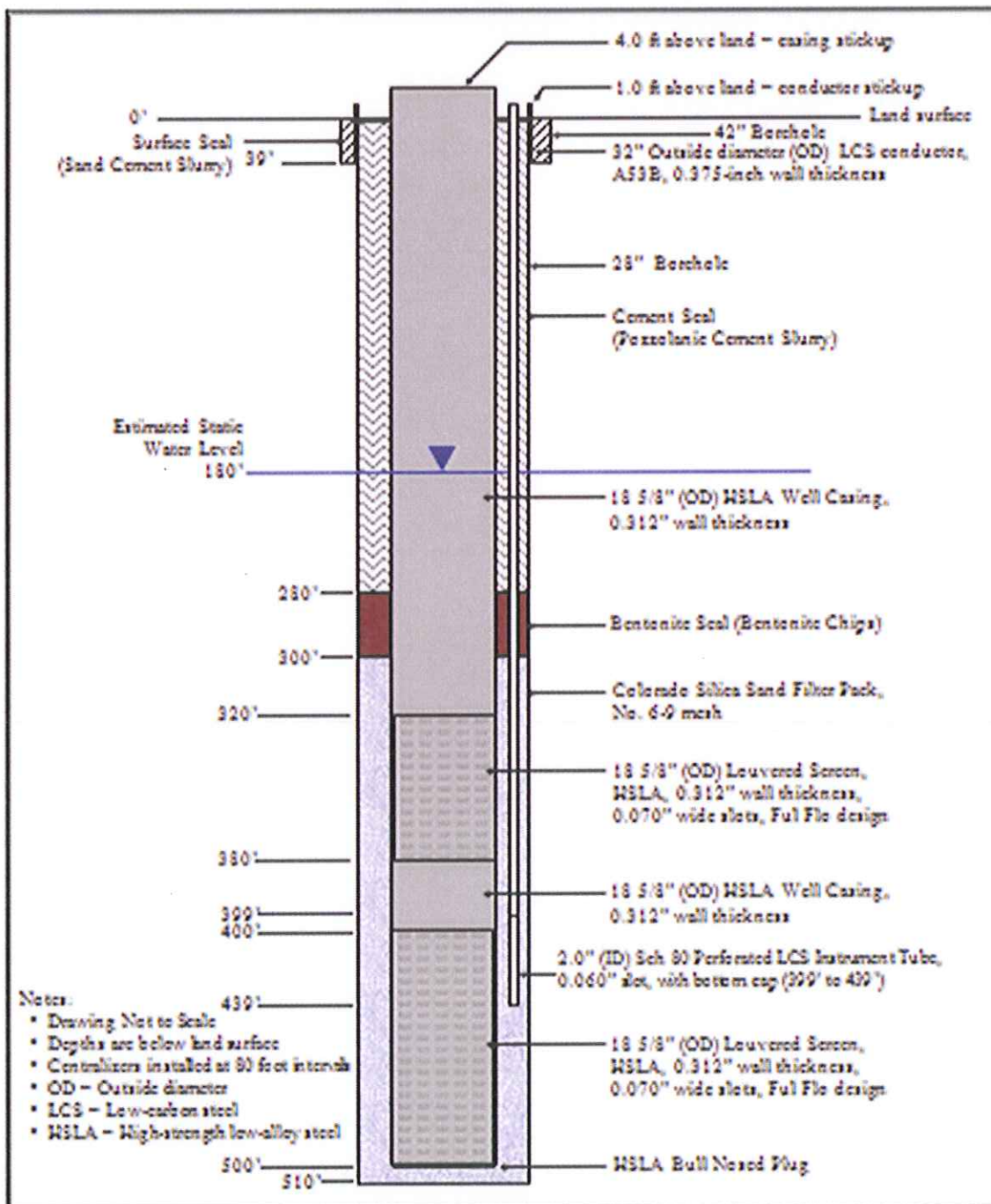
March 5, 2015

Project B2068

**SITE LAYOUT MAP
BACKUPWELL NO. 2**

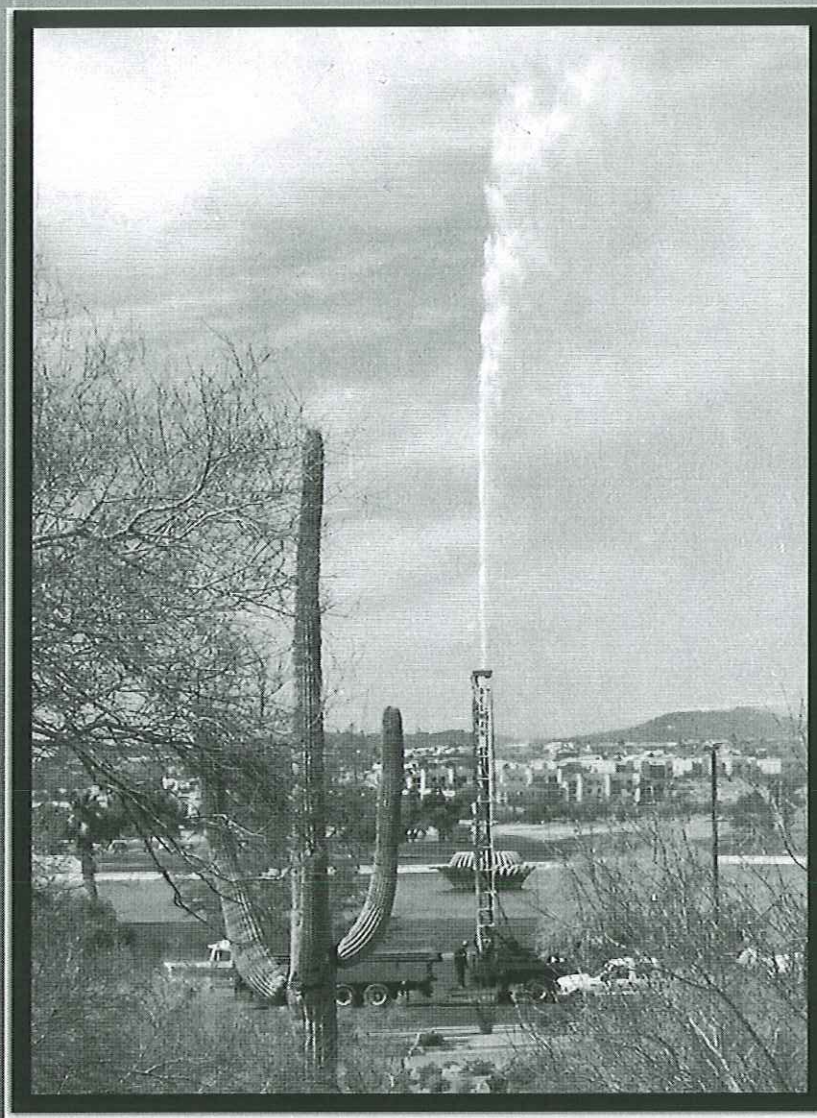
Town of Florence, Pinal County, Arizona

Figure
2



<p>Southwest Ground-water Consultants, Inc.</p> <p>March 5, 2015 Project B.2068</p>	<p>PRELIMINARY WELL DESIGN BACKUPWELL NO. 2</p> <p>Town of Florence, Arizona</p>	<p>Figure 3</p>
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2015



Arizona Beeman Drilling

A Morex Investments LLC Company

STATEMENT OF QUALIFICATIONS



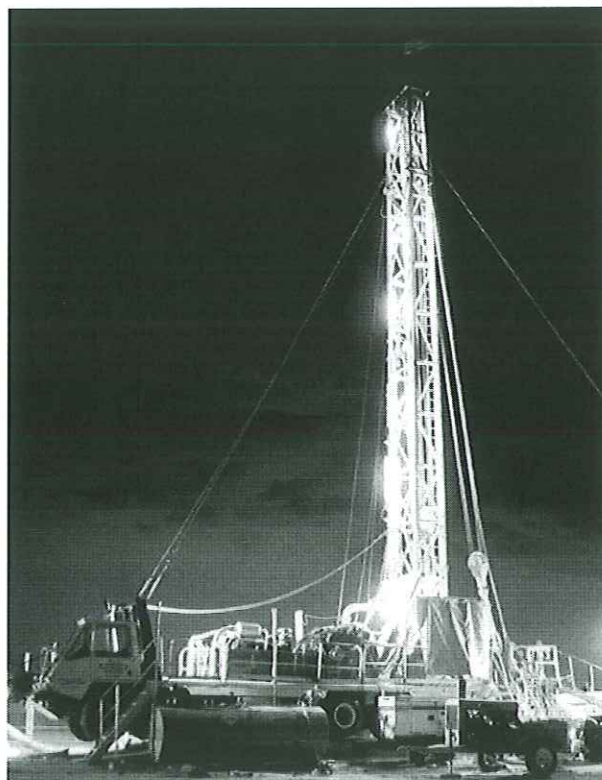
Arizona Beeman Drilling

A. Qualifications and Experience of the Firm

1. General Background

Arizona Beeman Drilling and Pump is the largest commercial production well driller in Arizona and the right choice for a variety of projects. We are a privately owned company that has been in operation for over 23 years. We currently have five drilling rigs in service giving us the flexibility to accomplish all of your drilling needs. In past years we have drilled and installed over 100 large commercial wells. We specialize in flooded reverse drilling but can also accommodate both air and mud rotary as needed.

We are experienced in large projects such as power stations as well as many multi-well municipal projects for cities such as Yuma, Phoenix, Scottsdale, Mesa, Buckeye and Avondale just to name a few. All of these projects take the experience and knowhow to not only drill wells but to work with the other trades to complete the project on time and on budget. In addition, we are the driller of choice on a master contract for SRP in their water development plans. We have also successfully completed multiple well projects for Freeport-McMoRan Mining Co.



Statement of Qualifications
Water Well Drilling



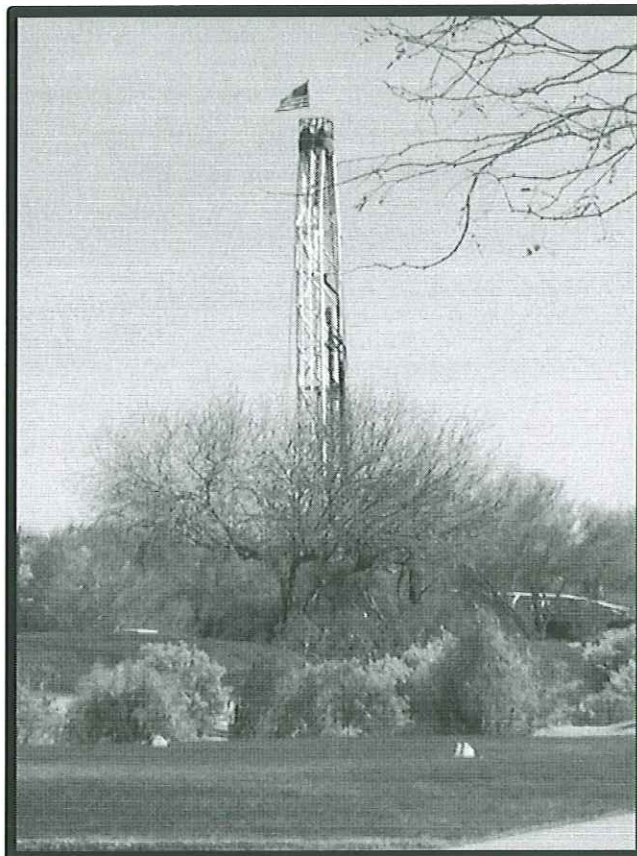
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Arizona Beeman Drilling

We realize that our Company's single greatest asset is the knowledge, experience and talents of our employees. Utilizing their combined experience, skills and knowledge allows us to tackle every project's need proactively. We put our best and most qualified people on the Project Team at the onset to ensure the plans and specs are reviewed in detail for accuracy and constructability. Our assigned Team stays with that project through to its completion ensuring consistency of the highest standards of quality, service and value. Our field crews are exceptionally experienced and well trained in all aspects of the construction of Well Sites and exceed the required safety standards to protect not only themselves, but also the City, its agents, the general public, and property.

Arizona Beeman Drilling will not sacrifice quality and value for a low price. It is our mission to provide the highest standards of quality, service and value throughout the life of the Project from its inception to its completion.

We have a listing of proven, qualified and certified vendors and subcontractors with whom we have been doing business on hundreds of projects over a span of many years. We expect the same standards of quality, value and excellence provided by these vendors and subcontractors to equal our own.

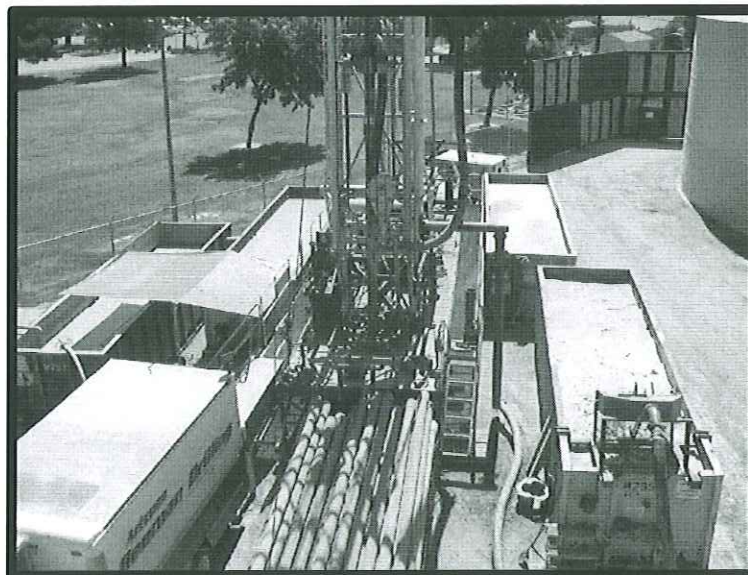
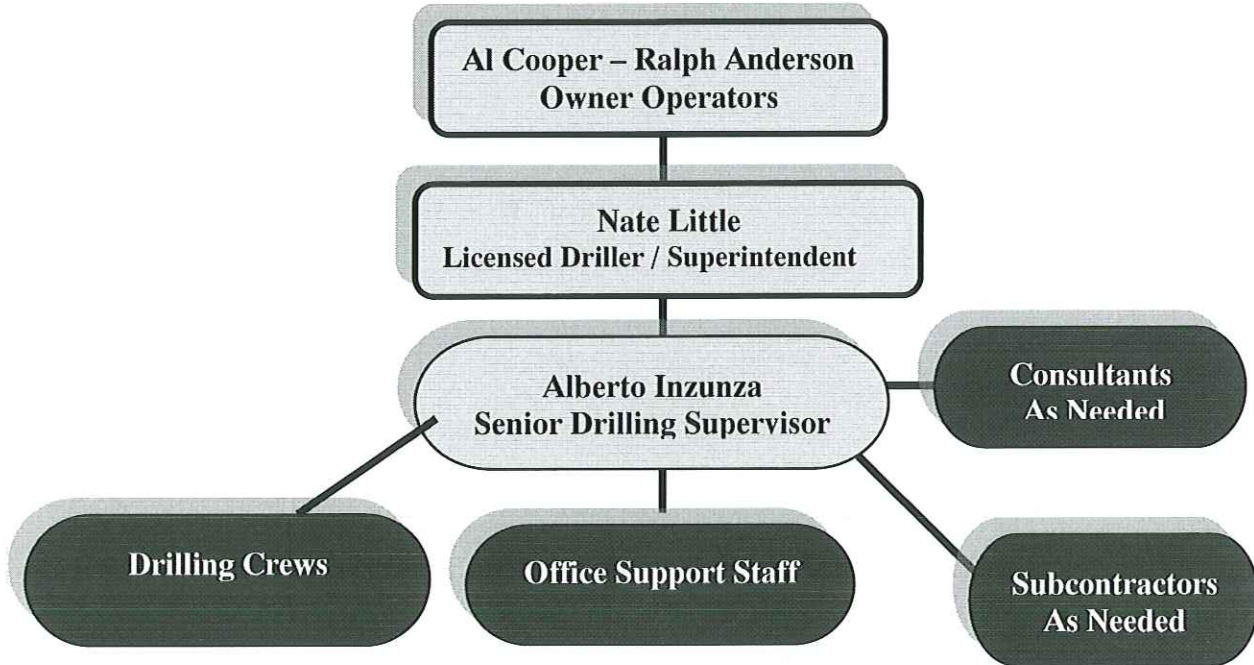




Arizona Beeman Drilling

Organization

Arizona Beeman Drilling established in 1985 was purchased by Morex Investments, LLC a limited liability company Organized in the State of Arizona in October 2000.





Arizona Beeman Drilling

2. *Experience on Similar Projects:*

City of Scottsdale Well 71

Drill/Test/Construct/ Develop 1 Production well 1,100'
Reverse Circulation
February 2014- May 2014
Contact: Greg Beetem MGC Contracting (602) 437-5000
Bryan Foster MGC Contracting (602)
Email: greg@mgccontractors.com , bryanf@mgccontractos.com
Contract Value \$ 1,082,910.00

City of Phoenix - Deer Valley ASR

Drill/Test/Construct/ Develop 1 ASR Well 1,300"
Reverse Circulation
April 2014 - July 2014
Contact: Robert Butts Filanc Construction (602) 544-3602
Gary Gin City of Phoenix (602) 495-5654
Email: robutts@filanc.com
Contract Value \$ 813,660.00

City of Surprise

Drill/Test/Construct/ Develop 1 Production well 1,500"
Reverse Circulation
December 2013 - March 2014
Contact: Dave Gianetti Felix Construction (623) 435-4314
Email: davidg@felixconstruction.com
Contract Value \$ 820,875.0

City of Chandler Pecos Well

Drill/Test/Construct/ Develop 1 Production well 1000'
Reverse Circulation
August 2013 -November 2013
Contact John Knudson 480 782-3590 City Of Chandler
Email: John.Knudson@chandleraz.gov
Southwest Ground Water Chris Gardner (602) 615-0434
Contract Value \$ 1,063,597.00



Arizona Beeman Drilling

EPCOR Water -Sun City 8.3

Drill/Test/Construct/ Develop 1 Production well 1,440'
Reverse Circulation
April 2013 - July 2013
Contact: Dale Conovor Epcor Water (623) 445-2405
Email: dconover@epcor.com <dconover@epcor.com>;
Contract Value \$ 840,413.00

City Of Chandler Rail Road Well

Drill/Test/Construct/ Develop 1 Production well 740'
Reverse Circulation
January 2013 -March 2013
Contact John Knudson 480 782-3590 City Of Chandler
Email: John.Knudson@chandleraz.gov
Southwest Ground Water Chris Gardner (602) 615-0434
Contract Value \$ 822,820.00

SRP Valvista / Thomas

Drill/Test/Construct/Develop 1 Production well 1400'
Reverse Circulation
June 2013 - Semptember 2013
Contact Adam Smith (480) 861-6243 SRP
Email: Adam.Smith@srpnet.
Contract Value \$ 800,000.00

Tucson Electric Power

Drill/test/construct/develop 1 production well 1500'
Reverse Circulation
January 2013- March 2013
Contact - Buck Schmidt 602 495-5654 Basin Wells
Email: bschmidt@basinwellsassociates.com
Contract Value - \$ 940,449.00



Arizona Beeman Drilling

City of Phoenix 3D-Well 301

Drill/test/construct/develop 1 production well 1320'
Reverse Circulation
May 2011- August 2011
Contact - Gary Gin 602 495-5654 City Of Phoenix
Contract Value - \$ 781,028.00

Tucson Metropolitan Water District

Drill/test/construct/develop 1 production well 1000'
Reverse Circulation
June 2011- August 2011
Contact - Gary Burchard gburchard@metrowater.com
Contract Value - \$ 508,000.00

City of Mesa

1) Desert Well #18

Drill/test/construct/develop 1050' production well
Contract \$ value - \$940,176.00
Contract# - 9/08 - 12/08
Contact- Melissa Bomar , City Inspector PH: (602)376-3413 FAX: (480) 644-4229

2) Desert Well #22

Drill/test/construct/develop 1055' production well
Contract \$ value - \$ 859,804.00
Contract# -05-066-001
Contact - Maureen Shea, City Inspector PH: (602)376-1811 Fax: (480) 644-4229



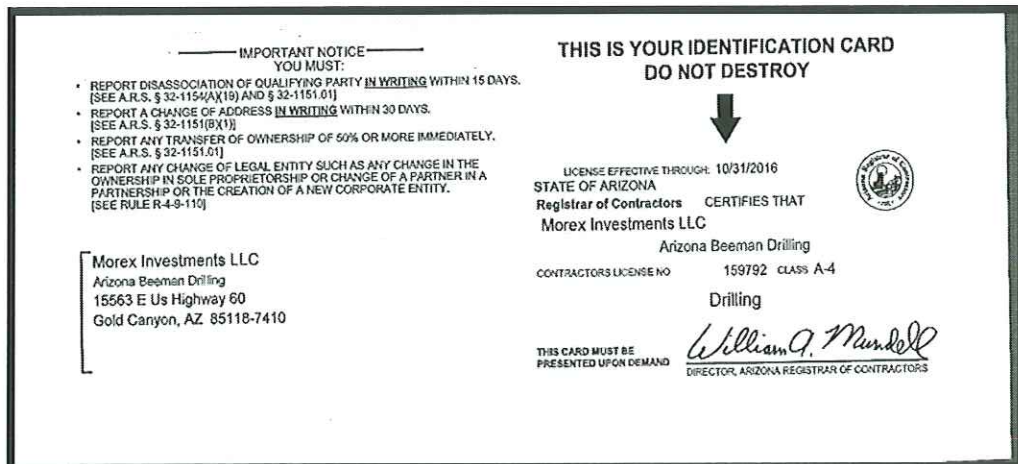
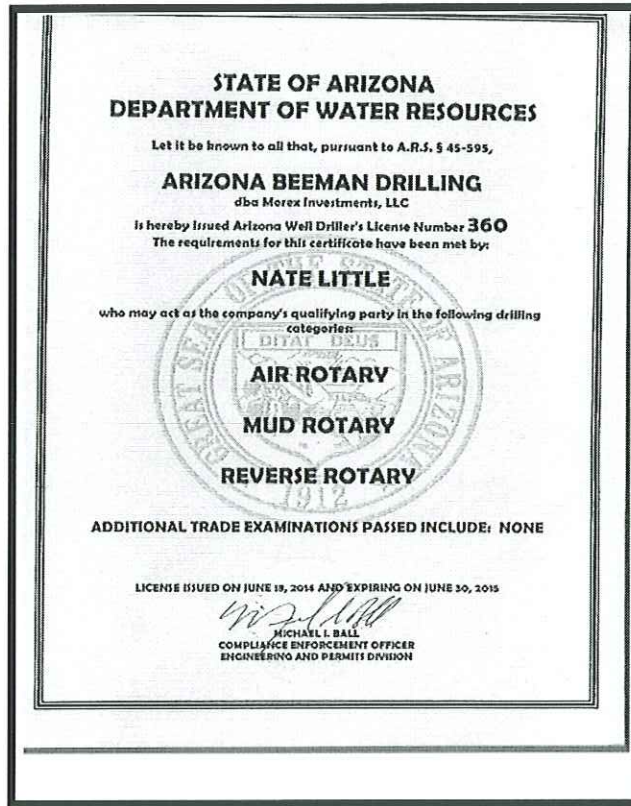
Arizona Beeman Drilling

3. *Licensing*

Arizona Contractors Licenses held by Arizona Beeman Drilling

A-04 #159792
#360

Drilling
ADWR License - Air Rotary, Mud Rotary,
Reverse Circulation





Arizona Beeman Drilling

B. Experience and Qualifications of the Team

Al Cooper - President / Estimator



President of Morex Investments, LLC established April 2000
Acquired Arizona Beeman Drilling in September 2000. In eight years expanded a \$2 million dollar water well drilling company with 10 employees to \$15 million dollars in revenue and employing 40 employees, drilling commercial and residential water wells throughout the state of Arizona.

Previously, a senior executive with over 25 years of broad industry experience. Some key strengths include: Buying & merging companies, Strategic & long range planning, Operations, Sales, marketing & customer service management. Very result-oriented individual with a proven track record in increasing revenues, reducing costs, improving productivity & enhancing bottom-line profitability.

Company Cell - 480-540-5261

Email - alcooper@azbeemandrilling.com

Ralph Anderson - Vice President / Estimator



Acquired Arizona Beeman Drilling in September 2000. Over Twenty Years in Operations & Customer Service Management. Many enterprising organizational, managerial and communications Skills. Possesses versatility in technical troubleshooting & operations supervision. Expertise in strategic planning, budget development & cost analysis. High energy team builder. Outstanding customer / client liaison.

Company Cell - 480-540-1117

Email - ralphanderson@azbeemandrilling.com



Arizona Beeman Drilling

Nate Little - Superintendent / Licensed Driller



Nate has been with Arizona Beeman Drilling for 21 years. His titles include Tool Pusher, Superintendent & Foreman of drillers and helpers in the field. Nate possesses over 15 years experience in all methods of drilling water wells including, Reverse Rotary, Air/Mud Rotary and Reverse Circulation Rotary drilling. As well as 15 years experience in Well Abandonment and Deepening of cased wells. These wells include domestic and commercial well drilling projects for developers, power plants, city, state, & government projects to name a few. Drilled wells range in size from 8" up to 35" in diameter, and up to 2500 feet in depth. Nate manages all aspects of operations including, but not limited to: Mobilization and set-up of equipment, setting surface, zonal samplings between depths of 2000 to 500 feet, casing installation, excavation, grading and compaction. Nate holds drillers licenses in Arizona, California and Nevada.

Company Cell - 602-708-2328

Email - nateazbeeman@yahoo.com

Alberto Inzunza - Senior Drilling Supervisor



Alberto has been with Arizona Beeman Drilling for 15 years. Beginning his career as a helper, Alberto soon progressed to Driller and has over 100 completed water wells on his resume. He is experienced in both mud rotary and reverse circulation drilling. Alberto now holds the title of Senior Drilling Supervisor, and directly oversees all projects. Daily site visits are required and his knowledge and experience are available to the crews 24/7.

Alberto excels at communicating with everyone involved in a project. His professionalism and company pride are very apparent in his day to day tasks.

Company Cell - 480-510-9671

Email - alberto@azbeemandrilling.com



Arizona Beeman Drilling

C. Method of Approach and Available Resources

1. *Methodology*

Before beginning any project a meeting would be scheduled in order to discuss the important aspects of the project. Some site specific concerns to be clarified include but are not limited to water sources, and availability, permitting, discharge options, chain of command, etc.

a) Before mobilization to well site, all equipment, vehicles and tools are decontaminated through use of high pressure water and steam. All detergents used in this process are biodegradable and eco-friendly. The decontamination process is photographed and documented for quality assurance. Once equipment is mobilized on site, 10 ml. visqueen is placed under the rig, generators, and air compressors. The onsite fuel tank is double lined and Fire Marshall approved. The tank is placed in a four sided visqueen lined berm to catch any contaminants. In the rare occurrence of a fuel spill, appropriate contact numbers are posted onsite along with all corresponding emergency numbers. Small spills and stains are dug up and removed for proper disposal.

b) Upon the owner and their consultant's surveying and spotting of the bore hole mark, an auger rig will set up over the marked spot and drill a 39' bore hole to accommodate the steel surface casing set to 39' with a 1ft stick up.

c) A cement mix design of 19.8 sacks of sand slurry will be set around the casing to a depth of 4' from the surface in order to accommodate a 12" flow line connecting surface pit to borehole. Casing will be centered in the borehole, in order to allow a complete cement seal to form. After well completion, the last 4' of casing will be topped off with cement in order to comply with ADWR specifications.

d) The drill rig will then be placed over the hole and assembled by the drilling crew. Two earth pits will be excavated roughly 15'x15'x10' deep to accommodate the drilling fluid used during the flooded reverse drilling process. Above ground tanks are available upon request.

e) The pilot borehole will be drilled using the flooded reverse method along with a 16" Tricone drill bit to the total specified well depth. Lithologic samples will be obtained at 10' intervals and collected in 1 Gallon Ziploc bags



Arizona Beeman Drilling

with half gallon samples placed on a clean barrier of plastic in order to avoid any contamination from surface soils. Samples will be collected for geological

recording and sieve analysis. The results of the sieve analysis will determine the slot size and gravel pack, in order to achieve an optimum well yield, free from sands and small particles. After completion of the pilot hole to specified depth, the borehole will be filled with 3/8" wash pea gravel in order to keep the hole stabilized and avoid deterioration. During the drilling of the borehole the formation is supported by hydrostatic pressure from the drilling fluid which is a low solids, non-dispersed Bentonite/Polymeric mixture. This fluid will be used to maintain and stabilize the hole, minimizing any formation damage and filtration. Fluid properties will be monitored regularly by an approved mud engineer.

f) The in ground mud pits will be cleared of cuttings as needed based on the current rate of penetration through use of a backhoe. The remaining drilling fluid is then treated using a series of desanding techniques in order to further rid the fluid of small sands and silts.

g) With an approved well design, the drilling rig will begin to ream the borehole to the specified depth. The use of a reamer bit will allow for sufficient room for tremie pipe as well as an ample gravel pack envelope surrounding the screen intervals. When the ream is completed, a geologist will run a Caliper log to ensure the size of the hole gauge is correct and for accurate gravel pack and cement usage. Following the Caliper log, welders will begin the casing install. Putting on centralizers at 80' intervals to keep centered, casing will be hung in suspension during placement of gravel pack and cement. The gravel pack will be completed through use of a tremie pipe beginning 100' from the bottom of the hole and raised at 90' intervals or at the discretion of the consultant. Gravel will be added hydraulically through use of a gravel pump. During gravel packing the reverse circulation method is utilized, swabbing simultaneously to settle gravel and remove fines to aid in well development.

h) The development of the well is done after the cement seal is set in place. Rig development is performed using the swab tool which was set in the casing during the gravel pack installation. The swab tool is lowered to the bottom of the well and through use of reverse circulation the swab tool is moved up and down to create energy, forcing the groundwater to flush gravel and formation clear of any fines and debris. In addition to the gravel pack, Calcium Hypochlorite is added at one pound per cubic yard, this is to aid in the disinfection process and remove polymer filtrate from well. The amount of time spend on well development is strictly at the discretion of the



Arizona Beeman Drilling

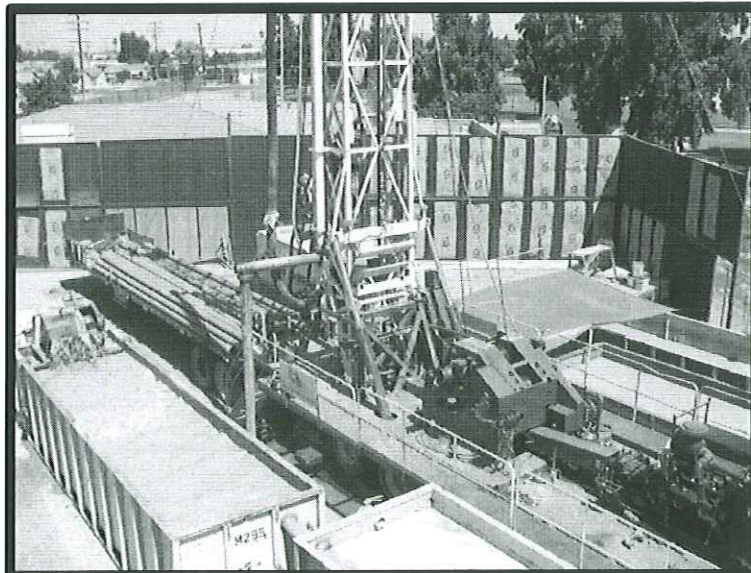
engineer or project consultant. Development started by "Dry Swabbing" without the use of air, from the bottom to the top of the screen with the

placement of Aqua Clear PFD. It is then dry swabbed back to the bottom in order to agitate the P.F.D. The air development started from the bottom to

the top of the screen at a rate of 3 minutes per foot. We would then return to the bottom swabbing at a rate of 5 minutes per foot. During the development period, water samples are taken using an Imhoff cone in order to measure the amount of sands, fines and turbidity of groundwater. All samples are recorded for the project consultant.

i) Post development, pump technicians will then install a test pump into the well. According to the engineer/project consultant's specifications, additional well development will then follow using the pump and surge method.

j) After completion of test pump operations and well chlorination, the well will be extended to engineers specifications and capped for security. All perimeter fencing will be removed and all debris will be cleared from the well site and properly disposed of. Every effort is made to return well site to its original state. A final ADWR completion report is then filed by driller in charge and submitted, along with all field logs, reports and information sheets.





Arizona Beeman Drilling

2. Quality Control

We believe that to produce a quality project, you must have a set of documents that are complete and accurate. Drillers and their helpers are responsible for keeping detailed and accurate daily logs. These logs may be reviewed by the consultant and/or customer at any time and are used in ensuring accurate invoicing for the client

In order to have good quality control in any construction project, it is imperative to have good inspections throughout the project from conception and design to construction and installation. This also ensures that the project is being built to specifications and not deviating in any way.

Plans and specifications will be reviewed to ensure accuracy and that the documents contain the most current available materials and methods. All specifications can be found on the project site at any given time. Daily inspections by our Superintendent will resolve questions and issues early and eliminate unexpected costs and non-compliance issues.

3. Safety Management

Our company's number one priority is to provide a safe work environment for our employees and subcontractors, the Owner and its agents, and the general public. All of our Superintendents, Field Crews and Subcontractors have been educated and trained per OSHA and MSHA Safety Standards per Construction Industry Standards. Our Company's Safety Manual details our philosophy, commitment, practices and policies and is followed by everyone involved with the Project. When new potential or existing safety issues arise, which are specific to a site, everyone involved is brought in for training to recognize, act, react, and report appropriately to these new conditions. We only select Subcontractors who share our philosophy and commitment in providing a safe work environment and to protect the City's employees, property, and patrons.





Arizona Beeman Drilling

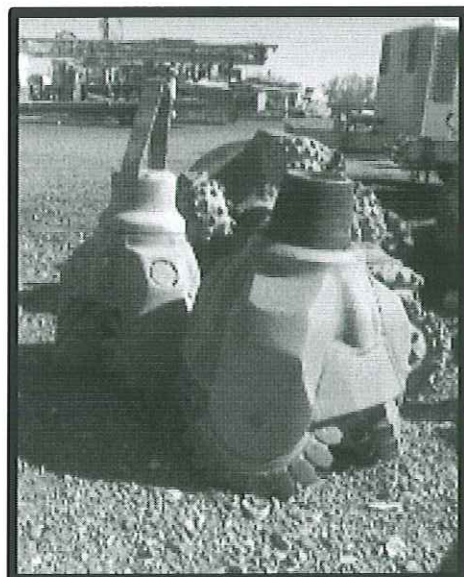
4. Well Measurements and Devices

Drill Pipe and Casing Measurements – Measurements performed with a 100 ft. strap tape. Measurements are recorded down to tenth and hundredths of a ft.

Penetration Rate – Measured mechanically with a “Geograph Recorder”. Measurement used to determine how many feet per minute the borehole is being drilled. The recorder is attached via a small cable to the Kelly. As the Kelly goes down, the recorder has a clock which in turn produces a roll of paper with minute and hour markings on it. Rotating through a series of small gears on the recorder, every foot drilled actuates a pen mark on the roll of paper from right to left.

Borehole Measurements (hole depth, gravel pack depth, cement depth, etc) – Performed with a wire line and measuring head. A measuring head is a counter what uses a stiff wire (.072) which is spooled around a pulley and hooked to either a heavy copper bar or the Sure Shot tool. When the device is lowered into the hole the wire wrapped around the counter spins the unit, counting every foot of depth.

Drift/Deviation Tool (Sure Shot) – Tool used read the angle of borehole in degrees. The tool is lowered to a specific depth, every 100ft respectively through the drill pipe string. The tool has a plumb bob attached to a clock that is set to a time from 1-15 minutes and lowered in the pipe string. After the set time has elapsed, the clock moved the pendulum downward to a recordable disk marked in 3.5 degree increments. The pendulum then sits on the disk leaving a mark which indicates the plumbness of the hole. The survey tool is used on the pilot hole only. The tool is periodically sent on for recalibration and routine maintenance.

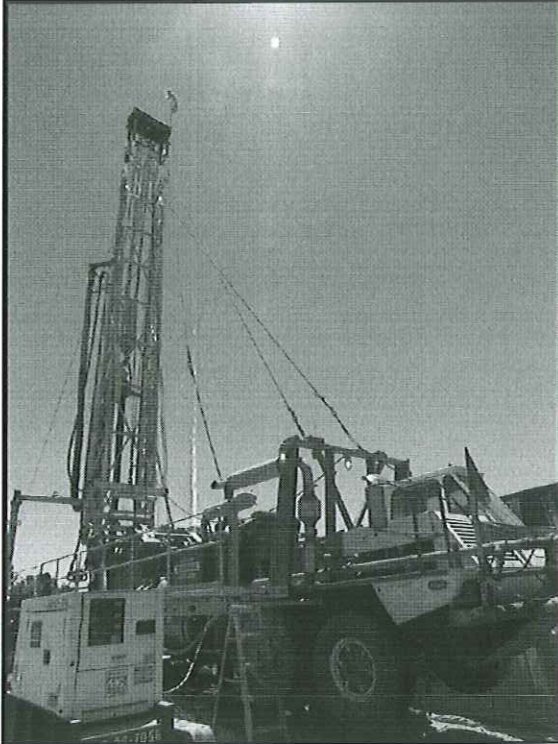




Arizona Beeman Drilling

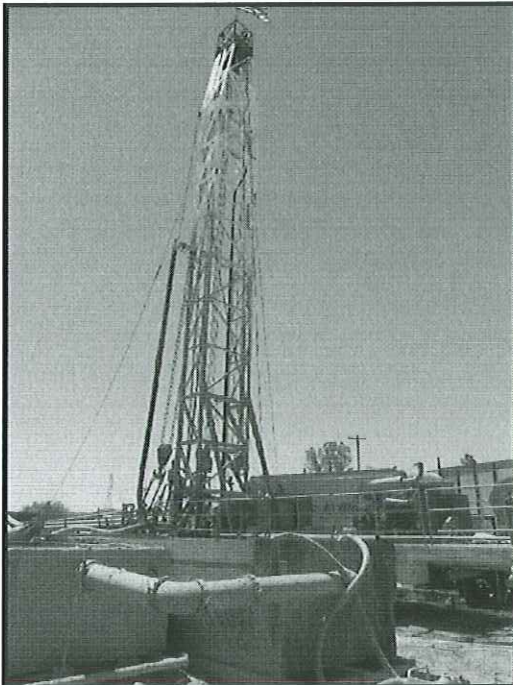
5. Available Resources (Equipment)

SPEED STAR 2500



- Mounted on 4 Axle Crane Carrier – Equipped W/ Sub Base
- Double Drum Draw Works W/ 3/4" Cable, 6 Part Lines
- 6V-92 Deck Engine, 8V-71 Truck Engine, 13 Speed Transmissions
- 7 1/2 X 10" Gardner Denver Mud Pump, 6" W.C. Western Rubber Swivel for Reverse Circulation Drilling
- Hydro-Matic Brake on Trip Side
- Sand Line 1/2" Cable
- 5-Speed Allison Automatic W/Right Angle Drive
- Foster Cat Head
- 40' X 7" Square Kelly
- 17 1/2" Gardner Denver Rotary Table
- Break Out Ram
- 4 Leveling Jacks
- 35 gpm Injection Pump
- 132,000# Mast Capacity

GARDNER DENVER 2500

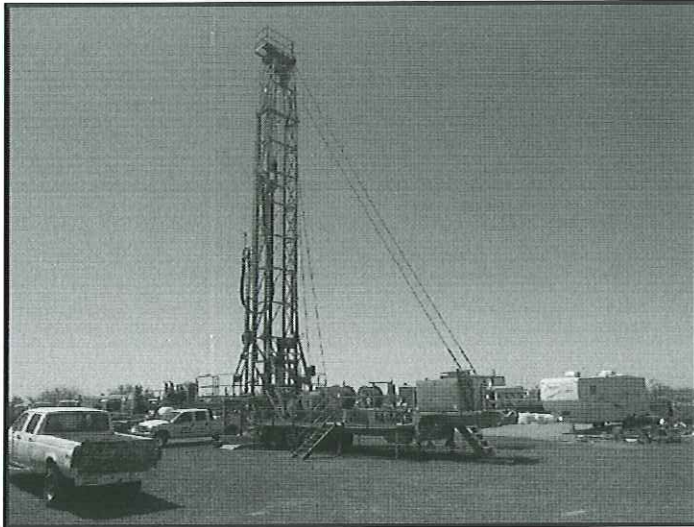


- Mounted on 3 axle trailer
- Double Drum Draw Work
- Twin 6-71 Detroit Engines
- 4 Hydraulic Jacks with Stabilizer Support
- 18" Rotary Table
- 6" Western Rubber Swivel
- 2 Foster Cat Heads (Make up – Break out)
- 18" Gardner Denver Rotary Table
- 160,000# Mast Capacity
- Right Angle Drive
- Hydromatic Brake
- 5 speed Automatic Transmission
- Light Kit



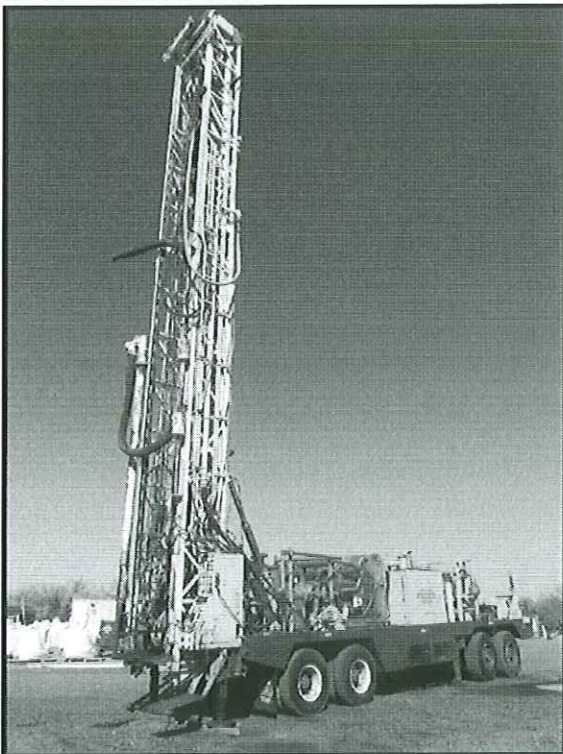
Arizona Beeman Drilling

CHALLENGER 320



- 3 axle trailer
- 18" H.T. rotary table with Varco roller bushing
- 6" Skytek swivel
- 9" Hex Kelly
- Set up for flooded reverse
- High deck
- 18x14x8 sub base
- 150,000# Mast Capacity

SPEEDSTAR 70K

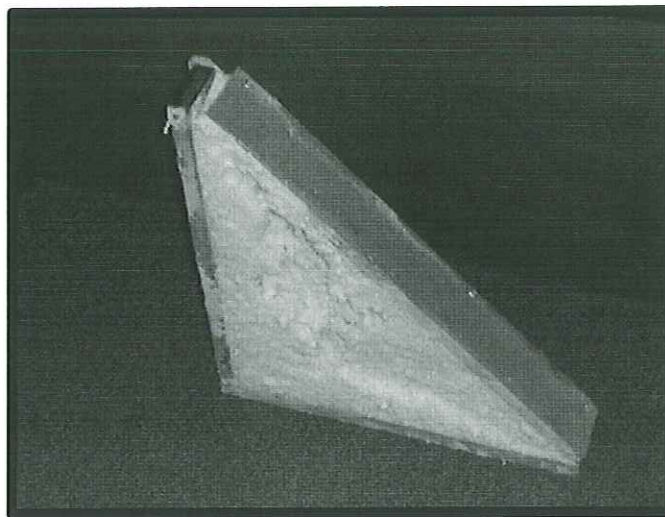
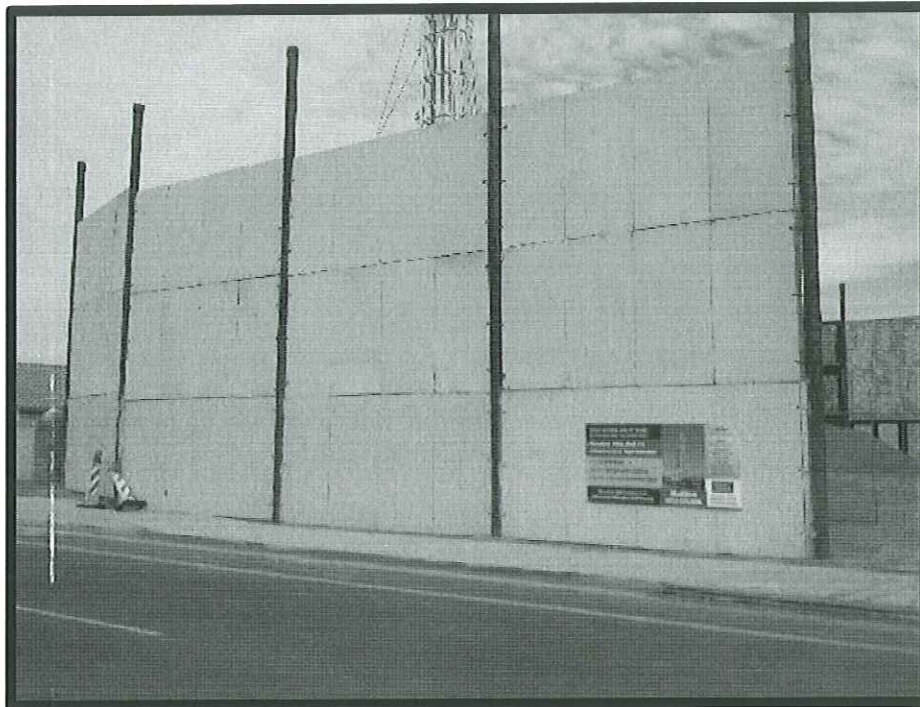


- Mounted on a 4 Axle Crane Carrier
- 8V-71 W/Jake 9 Speed Transmission W/ Deep Low Reduction
- Top Head Drive
- 900 cfm X 350 psi GHH Air Compressor
- P/W 8V-92TA 445 HP
- Pipe Spinner
- CAT Injection Pump
- 42' Derrick 70,000# Mast Capacity
- Service Winch
- 2-100 gal. Fuel Tanks
- 4 Leveling Jacks, Dual Break-out Rams



Arizona Beeman Drilling

Sound Abatement

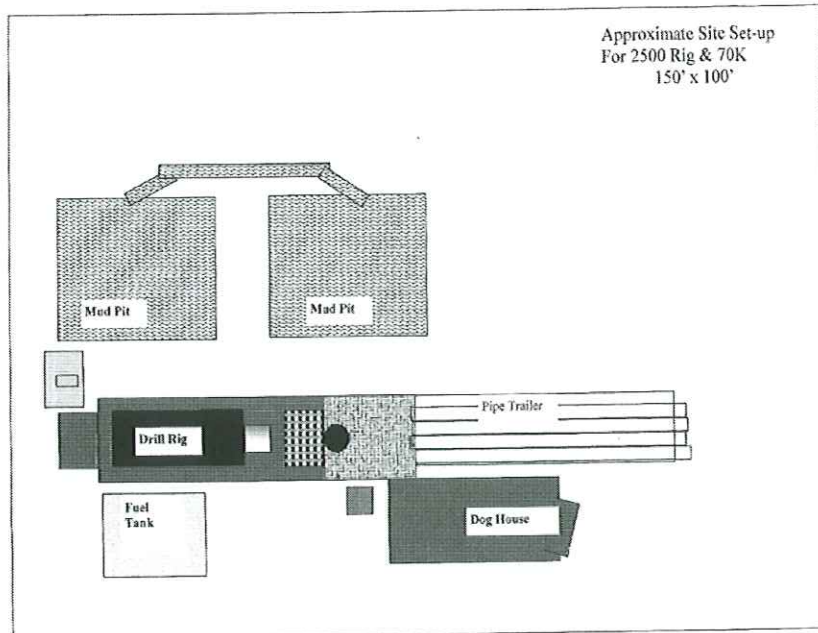
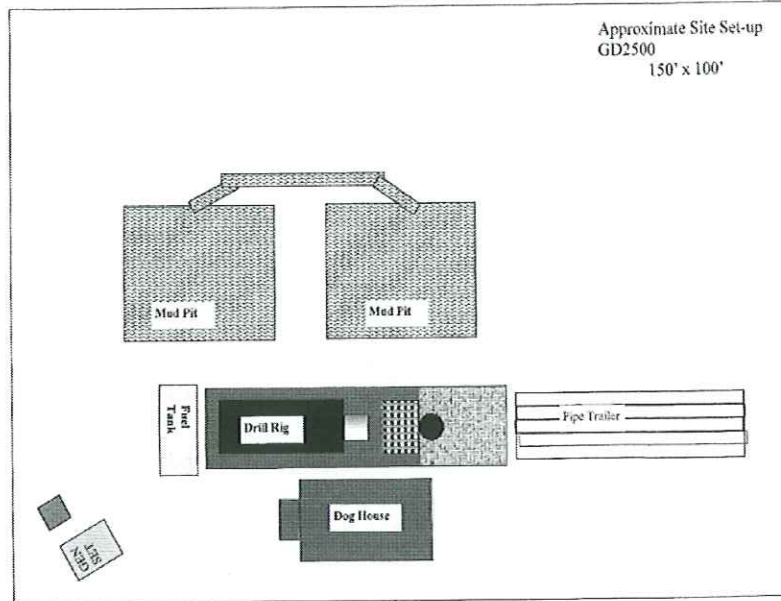


Arizona Beeman Drilling has the resources to furnish and install sound barricades up to 24 ft. in height at any particular project. These barricades are lined with 3" foam and drastically reduce any consistent noise that may be caused by the drilling process. In the past Arizona Beeman Drilling has had great success in many residential neighborhoods using this method.



Arizona Beeman Drilling

Drill Site Setup





Arizona Beeman Drilling

D. Subcontractor Selection Plan

Arizona Beeman Drilling's Subcontractor Prequalification Plan meets all of the State of Arizona regulations pursuant to ARS Title 34 requirements.

Our in-depth prequalification plan is based on the subcontractors' past experience in projects of similar size and scope, bonding and insurance capabilities, financial stability, safety history, and record of quality assurance and supplier references.

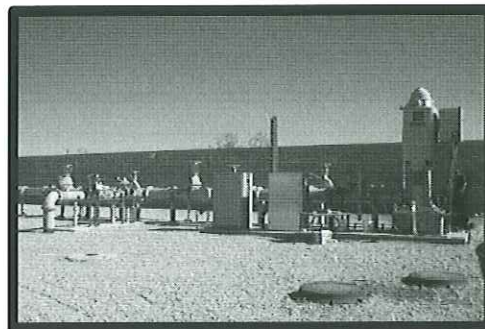
By soliciting only those sub-contractors having proven their quality and value not only to Arizona Beeman Drilling, but most importantly to the customer, we provide a pool of all trades with not only proven qualifications, but also a history of successful services provided on other jobs or other municipal projects of similar scope and size.

Our subcontractor selection procedure shall entail requesting pre-qualified subcontractors to competitively submit quotes for a pre-determined bid package. Based upon the needs of the Project's scope of work and with the customers' oversight and approval, Arizona Beeman Drilling will determine the subcontractor(s) best suited to provide services.

Being a qualified SBE company, Arizona Beeman Drilling makes every effort to select qualified subcontractors who also fall into this category if at all possible.

Once approved and selected, these subcontractors are in integral part of the Project Team and will be included in regular progress meetings. Arizona Beeman Drilling will provide full-time supervision of all subcontracted work done on the project.

In accordance with Arizona's Prompt Payment statute, Arizona Beeman Drilling issues payment to subcontractors within 7 business days of receipt of payment from owner.





Arizona Beeman Drilling

Below is a list of the subcontractors, or suppliers, and their service provided, that Arizona Beeman Drilling uses on a regular basis. These subcontractors, or suppliers, are highly recommended by Arizona Beeman Drilling. Qualifications are provided in appendices.

LIST OF SUBCONTRACTORS

<i>Hark Drilling</i> Surface Bore Drilling	12225 W. Peoria Ave., Ste A El Mirage, AZ 85335 623-434-3105
<i>Southwest Exploration Services</i> Geophysical Logging & Well Video	285811 S. Arizona Ave. Chandler, AZ 85248 480-926-4558
<i>Weber Water Resources</i> Test Pumping & Installation	16825 S. Weber Drive Chandler, AZ 85226-4112 480-961-1141
<i>Empire Pump Corp.</i> <i>Db a Duncan Pump</i> Test Pumping & Installation	2849 South 49 th Ave. Phoenix, AZ 85043 602-254-6154

LIST OF SUPPLIERS

<i>Bill Johnson Equipment Co.</i> Colorado Silica Sand Drilling Fluids	21 S. 40th Street Phoenix, AZ 85034 602-275-5415
<i>Degan Construction</i> Cement	1402 N. 24 th Ave Phoenix, AZ 85009 602-795-8475
<i>Roscoe Moss</i> Well Casing	4360 Worth Street Los Angeles, CA 480-247-2826



Town of Florence, Town Clerk's Office
 P O Box 2670 / 775 N. Main Street
 Florence, Arizona 85132
 Phone: 520-868-7574 or 520-868-7500
 Fax: 520-868-7564 TDD: 520-868-7502
 www.florenceaz.gov

BUSINESS LICENSE APPLICATION

Application Type: New Business – Permanent
 Transient Business: 1 Day 1 Week 1 Month (Attach Addendum A & D)
 Change to Existing Business License
 Closing Business: Effective Date: _____ (Please complete Section VI.)

SECTION I: BUSINESS INFORMATION (please print legibly)

Legal Business Name:	Morex Investments LLC	
Doing Business As (DBA):	Arizona Beeman Drilling	
Physical Location:	15563 E. Hwy 60 Gold Canyon, AZ 85118	
Will you be opening a physical location within our municipality? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	If yes and different from above, list physical address.	
Mailing Address:	15563 E. Hwy 60	
City, State, Zip:	Gold Canyon, AZ 85118	
Phone Number:	480-983-2542	
Fax Number:	480-983-4816	
Website and/or email:	erincooper@azbeemandrilling.com	
Business start date in Florence:	5/1/15	
Name and position of point of contact for business:	Erin Cooper - Office Manager	Phone No. 480 983 2542

FOR BUSINESS LOCATED WITHIN THE TOWN, COMPLETE BELOW:

Do you own your business location? Yes No
 If yes, is this your residence? Yes No
 If no, provide Landlord/Property Manager Name, Mailing Address, and Phone Number:

Do you rent a portion of the business premises to another entity? Yes No

Do you sell, store, or handle any hazardous material? Yes No
 If so, please attach Addendum C – Itemized Hazardous Materials and MSDS sheets for each.

SECTION II: TYPE OF OWNERSHIP

Individual/ Sole Proprietorship: Social Security Number: --
 Partnership LLC/LLP Corporation Association Trust Joint Venture
 Sub-Chapter S Corporation Other _____
 Federal Employer Identification Number: 86-0987699 (Attach copy of Certificate or W-9)
 State Transaction Privilege Tax (TPT) Number: 11032022 (Attach copy of TPT License)

SECTION III: OWNERS, PARTNERS, LLC MEMBERS OR OFFICERS

Please complete Section III in its entirety.
You may also supply your Articles of Incorporation in lieu of completing Section III.

Name:	Al Cooper	Title:	President
Home Address:	11006 E. Vista del Cielo	Date of Birth:	6/30/46
City, State, Zip:	Cold Canyon, AZ	Soc. Sec. #	539-42-1546
Phone Number:	480 548 5261	DL # & State:	AZ D00943651

SECTION IV: LOCATION OF TAX RECORDS (if different from business location)

Name	Address	City, State, Zip	Phone Number

SECTION V: BUSINESS TYPE

<input checked="" type="checkbox"/> CONSTRUCTION <input type="checkbox"/> Residential <input checked="" type="checkbox"/> Commercial ROC # 159792 Attach ROC Certificate	<input type="checkbox"/> RENTALS <input type="checkbox"/> Residential <input type="checkbox"/> Commercial No. of Units _____	<input type="checkbox"/> HOTEL/MOTEL No. of Rooms _____	<input type="checkbox"/> BEAUTY SALON <input type="checkbox"/> BARBER SHOP <input type="checkbox"/> NAIL SALON Complete Addendum B
<input type="checkbox"/> RETAIL SALES Sale of Liquor? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, which types? <input type="checkbox"/> Beer <input type="checkbox"/> Wine <input type="checkbox"/> Liquor License No. _____	<input type="checkbox"/> RESTAURANT Sale of Liquor? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, which types? <input type="checkbox"/> Beer <input type="checkbox"/> Wine <input type="checkbox"/> Liquor License No. _____	<input type="checkbox"/> BAR TAVERN Sale of Liquor? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, which types? <input type="checkbox"/> Beer <input type="checkbox"/> Wine <input type="checkbox"/> Liquor License No. _____	<input type="checkbox"/> SERVICE ONLY
<input type="checkbox"/> UTILITY	<input type="checkbox"/> USE TAX	<input type="checkbox"/> TRANSPORTATION	<input type="checkbox"/> OTHER Specify: _____

DETAILED DESCRIPTION & NATURE OF THE BUSINESS (type of service, what you sell/stock, etc):

SECTION VI: CHANGE OF EXISTING BUSINESS LICENSE

Type of Change: Name Change Change of address New owner of existing business

Existing Business License Number: _____

New Business Name: _____

New Owner Name: _____

New Physical Location: _____

New Mailing Address: _____

New City, State, Zip: _____


New Phone Number: _____

I certify that the statements made in this application are true and complete to the best of my knowledge. I accept the license authorized and issued in response to this application with the condition that I report timely and pay any and all taxes due by me to the Town. I understand that I may not lawfully engage in business in the Town of Florence until the license is approved. Incomplete forms will not be processed.

Print Name: Erin Cooper	Signature: <i>Erin Cooper</i>	Title: Manager	Date: 3/25/15
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FOR OFFICE USE ONLY

Community Development Approval:	Town Clerk Approval:	License No.:	Date Issued:
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	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 10d.
MEETING DATE: April 20, 2015 DEPARTMENT: Utilities Department STAFF PRESENTER: John V. Mitchell, Utilities Director SUBJECT: Award of Contract to Visus Inc. for construction of the Main Street Extension Project	<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other	

RECOMMENDED MOTION/ACTION:

Motion to award a contract to Visus Inc. for the construction of the Main Street Extension Project in an amount not to exceed \$239,000.

BACKGROUND/DISCUSSION:

The Main Street Extension Project has been designed to provide for emergency and temporary access to downtown Florence.

The project was advertised and bids were opened on April 6, 2015. Six companies bid the project and prices ranged from a low of \$239,000 to a high of \$289,000. Visus Inc. was the lowest responsive and responsible bidder with the bid of \$239,000.

FINANCIAL IMPACT:

The current budget provides funding of \$700,000 (CIP T-13).

STAFF RECOMMENDATION:

Staff recommends an award to Visus, Inc. for the construction of the Main Street Extension Project in an amount not to exceed \$239,000.

ATTACHMENTS:

Bid Tabulation Sheet
Contract Documents

**Town of Florence
Bid Tabulation Sheet**

Verbal (only allowed when \$5,000 of less) Date Prepared: March 30, 2015
 Written/Fax (mandatory when over \$5,000; attach bids) Prepared By: Maria Hernandez, Deputy Town Clerk *Maria Hernandez*
 Formal Sealed Bid: # Project T-13 Title: Main Street Extension Temporary Roadway Bid Due Date: April 6, 2015 Bid Due Time: 3:00 pm

Item (include quality, brand, model, color)

Vendor name Contact Person	Bid Schedule	Acknowledge Addendum #1	List of Subcontractors	Statutory Bid Bond	Resolution of Board	Non-Collusive Certification	W-9	Number of copies (3)	Base Bid Total	Comments
1 Grey Mountain Construction 3190 S. Gilbert Rd. Suite #5 Chandler AZ 85286 PH #	Yes	Yes	Yes	Yes	No not signed	Yes	Yes	1 original no copies	\$273,010.50	
2 Combs Construction Company, Inc. P O Box 10789 Glendale AZ 85318 PH #	Yes	Yes	Yes	Yes	Yes	Yes	Yes	1 original 3 copies	\$241,087.91	
3 R K Sanders, Inc. 3028 W. Lincoln St. Phoenix AZ 85009 PH #	Yes	Yes	Yes	Yes	Yes	Yes	Yes	1 original	\$272,540.25	
4 Visus, Inc 1831 N. Rochester Mesa AZ 85205 PH #	Yes	Yes	Yes	Yes	Yes	Yes	Yes	1 original 3 copies	\$239,000.00	
5 Ace Asphalt of AZ, Inc. 3030 S. 7th Street Florence AZ 85040-1163 PH #	Yes	Yes	Yes	Yes	Yes	Yes	Yes	1 original 2 copies	\$271,944.04	
6 M.R. Tanner Construction 1327 W. San Pedro Street Gilbert AZ 85233 PH #	Yes	Yes	Yes	Yes	Yes	Yes	Yes	1 original 3 copes	\$289,000.00	

Attach additional page(s), if necessary

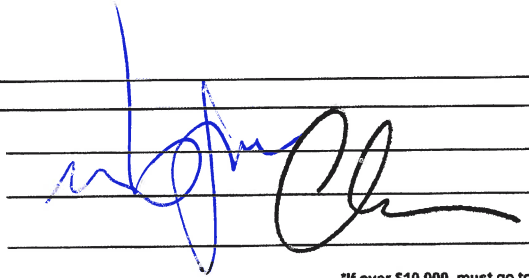
Vendor Selected Visus Address _____

Justification (if not lowest price) _____

Department Head Approval

Finance Director Approval

Town Manager Approval

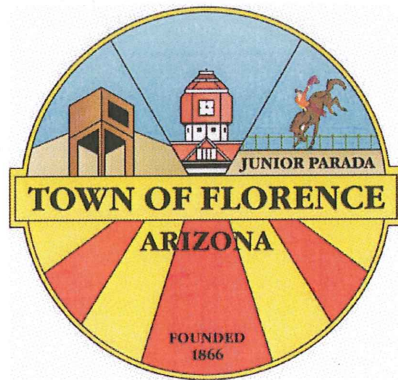


Date: 4/13/2015

Date: 4/14/15

Date: 4/13/15

*If over \$10,000, must go to Town Council for approval.
Attach this approved for to purchase request with written quotes, if applicable.



TOWN OF FLORENCE, ARIZONA

**INVITATION TO BID, PROJECT SPECIFICATIONS,
AND CONTRACT DOCUMENTS**

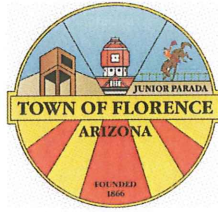
DATED: March 18, 2015

FOR:

TOWN OF FLORENCE

**MAIN STREET EXTENSION TEMPORARY ACCESS
ROADWAY**

PROJECT #: T-13



TOWN OF FLORENCE, AZ

INVITATION TO BID

TOWN OF FLORENCE MAIN STREET EXTENSION TEMPORARY ACCESS ROADWAY, PROJECT # T-13

SUBMITTAL DUE DATE AND TIME: April 6, 2015 at 3:00 P.M. LOCAL AZ TIME

SUBMITTAL LOCATION: Town of Florence
Town Clerk
775 N Main St.
Florence, AZ 85132

MANDATORY PRE-BID MEETING DATE: NA
TIME: P.M. LOCAL ARIZONA TIME
LOCATION: Town of Florence

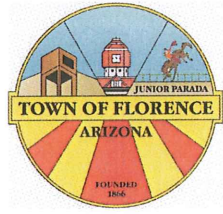
ISSUING OFFICE : Town of Florence
C/o Town Clerk
775 N. Main Street
Florence, AZ 85132
Telephone: (520) 868-7551
Website: <http://www.florenceaz.gov/rfp>

BIDDING DOCUMENTS: Bidding Documents, including plans and specifications along with any addenda or supplemental information, may be viewed and ordered online by registering with the Issuing Office via phone or email. Following registration, complete sets of Bidding Documents may be downloaded from the Issuing Office's website as "zipped" portable document format (PDF) files. The date that the Bidding Documents are transmitted by the Issuing Office will be considered the Bidder's date of receipt of the Bidding Documents. Partial sets of the Bidding Documents will not be available from the Issuing Office.

COMPLETION OF WORK: All work must be completed and ready for final payment by June 24, 2015.

GENERAL OR BID PROCESS QUESTIONS: John Mitchell, Utility Director, (520) 868-8325,
john.mitchell@florenceaz.gov

TECHNICAL QUESTIONS: Jared Baxter, jbaxter@baxterdg.com, (435) 709-8234
All questions must be submitted via email only by 5:00 PM, **March 31, 2015**. Answers to questions and other clarifications will be in the final Addenda issued through the Issuing Office on **April 1, 2015**.



PROJECT DESCRIPTION

The Project is includes construction of approximately 13,500 square yards of 2 inch asphalt paving over 8 inches of ABC base course with geo-grid base reinforcement pursuant to project plans.

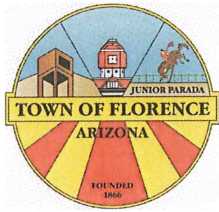


TABLE OF CONTENTS OF BIDDING DOCUMENTS

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BID SUBMITTAL CHECKLIST

It is the Bidder's responsibility to be thoroughly familiar with all requirements and specifications. The following checklist is provided as a courtesy only, and is not binding upon the Town nor does it modify, in any way, the terms or requirements of this ITB, any applicable statutes, rules, regulations, or the Town's purchasing policies.

- 1. The Bid Schedule has been signed by an authorized representative of the firm. Unsigned bids will not be considered.
- 2. The Bid Schedule has been fully completed, including prices offered (including any alternatives) have been fully filled in and reviewed for accuracy.
- 3. Any addenda have been reviewed and acknowledged on the form included in the ITB. It is the Bidder's responsibility to obtain all addenda relevant to this solicitation via the Issuing Office or other means.
- 4. The List of Subcontractors has been fully completed and executed by Bidder and reviewed for accuracy.
- 5. Bidder has reviewed all instructions, terms and conditions, and specifications to ensure your response fully complies.
- 6. Any required samples, descriptive literature, or enclosures have been included, if applicable. (Identify samples with Bidder's name and solicitation number.)
- 7. The bid package and/or envelope have been identified with Bidder's name, ITB number and ITB title.
- 8. The specified number of copies of Bidder's response has been included if more than one (1) copy is required.
- 9. Insurance requirements have been reviewed and can be fully complied with.
- 10. Bid Bond has been fully executed by Bidder and appropriate Surety and is included.
- 11. The Resolution of Board of Directors for corporate Bidder has been fully executed and included, or other proof of authorization required under this ITB has been included.
- 12. The Non-Collusive Bidding Certification has been executed and included.
- 13. The W-9 Form is complete and included.

INSTRUCTIONS TO BIDDERS

INSTRUCTION 1: DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the Contract, General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Engineer* - The Engineer set forth in the Invitation to Bid or as otherwise designated in writing by the Town. If no other Engineer is designated, the Engineer shall be the Issuing Office.
 - B. *ITB* – The Invitation to Bid, all supporting documents included herewith, all Bidding Documents, and all properly issued Addenda.
 - C. *Issuing Office* – The office from which the Bidding Documents are to be issued. The Issuing Office is set forth in the Invitation to Bid above.
 - D. *Owner or Town* – The Town of Florence, Arizona.
 - E. *Project* - The Project set forth in the Project Description above.

INSTRUCTION 2: COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the Invitation to Bid above.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids. Neither Owner, Engineer, nor the Issuing Office assumes any responsibility for errors or misinterpretations resulting from the use of incomplete, modified or unofficial sets of Bidding Documents.
- 2.03 Owner, the Issuing Office and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

INSTRUCTION 3: QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within 10 days of Owner's request, Bidder shall submit: (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments; and (b) the following additional information:
- A. Evidence of Bidder's authority to do business in the state where the Project is located.
 - B. Bidder's state or other contractor license number and good standing.
 - C. Evidence that each natural person submitting a Bid, including the officers, partners, members, and/or principals of the Bidder, to submit documentation of their lawful presence in the United States, pursuant to A.R.S. §§ 1-501 and 1-502.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Instruction 3 to submit information will prejudice the right of Owner to seek additional information, as requested in the Town's sole discretion, regarding Bidder's qualifications.
- 3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

INSTRUCTION 4: BIDDER'S PRE-BID OBLIGATIONS AND REPRESENTATIONS

- 4.01 It is the responsibility of each Bidder before submitting a Bid to:
- A. Examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
 - B. Visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
 - C. Become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
 - D. Carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;
 - E. Consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
 - F. Become aware of the general nature of the work to be performed by the Town and others at the Site that relates to the Work as indicated in the Bidding Documents;
 - G. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
 - H. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- 4.02 Bidder represents and agrees that:
- A. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Instruction, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents; and
 - B. Based on the information and observations referred to in the preceding ¶ 4.01, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

INSTRUCTION 5: PRE-BID CONFERENCE

- 5.01 A Pre-Bid conference will be held at the time and location stated in the above Invitation to Bid. Representatives of Owner and Engineer will be present to discuss the Project. If the Invitation to Bid provides that the Pre-Bid Conference is mandatory, it is mandatory and failure to attend the Pre-Bid Conference may be a basis for disqualifying a Bidder and/or rejecting the Bidder's Bid. If the Pre-Bid

Conference is not mandatory, Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

INSTRUCTION 6: INTERPRETATIONS AND ADDENDA

- 6.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to in writing as set forth in the Invitation to Bid above. Any interpretations, clarifications, or other/additional information considered necessary by Engineer and/or the Town in response to such questions, or otherwise, will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents.
- 6.02 Questions received after the Questions Due Date and Time set forth on the Invitation to Bid above may be answered at the sole discretion of the Town. Inquiries regarding this ITB directed to persons other than the Town's designated representative may not be answered, and any answers received other than as set forth in this ITB will not be binding upon the Town for any purpose.
- 6.03 Only answers provided by written Addenda may be binding upon the Town. Oral and other interpretations or clarifications will be without legal effect. The Town shall not be held responsible if a Bidder fails to receive any addenda issued. The Town shall not be responsible for any oral representations or statements relating to the solicitation specifications made by any employee, agent or officer of the Town.
- 6.04 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.
- 6.05 Receipt of Addenda shall be acknowledged by signing and returning the form included herein with the ITB with the Bid by the specified Bid due date and time. Potential Bidders are responsible for obtaining all addenda relevant to this ITB via the Issuing Office or other means.

INSTRUCTION 7: BID SECURITY

- 7.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of ten percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid Bond in statutory form (on the form included in the Bidding Documents) issued by a surety meeting the requirements of the General Conditions and applicable law.
- 7.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within ten (10) days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Forfeiture will not preclude the Town from seeking any or all other remedies provided by law to recover losses sustained as a result of the Bidder's failure to enter into the Agreement or to furnish the contract securities or insurance certificates and endorsements.
- 7.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven (7) days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 7.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven (7) days after the Bid Opening.

INSTRUCTION 8: SUBSTITUTE AND “OR-EQUAL” ITEMS

- 8.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 8.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

INSTRUCTION 9: SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 9.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 9.02 The Bidders shall submit to the Town with its response to this ITB a complete listing of all Subcontractors the Bidder intends to use in the performance of the work specified in the ITB providing the information required in the Subcontractor List included in the ITB. No bid for work involving these classifications will be valid without the complete listing of both subcontractors and major material suppliers as listed in the ITB and the included form List of Subcontractors.

INSTRUCTION 10: PREPARATION OF BID

- 10.01 The Bid Schedule is included with the Bidding Documents.
- A. All blanks on the Bid Schedule shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Schedule expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 10.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 10.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership’s address for receiving notices shall be shown.
- 10.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm’s address for receiving notices shall be shown.
- 10.05 A Bid by an individual shall show the Bidder’s name and address for receiving notices.
- 10.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture’s address for receiving notices shall be shown.
- 10.07 All names shall be typed or printed in ink below the signatures.

-
- 10.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
 - 10.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
 - 10.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in Arizona and the Town Bidder's Arizona contractor license number and classification, and any other required business and/or tax licenses required by the Town shall also be shown on the Bid Form.
 - 10.11 If price is a consideration and in case of error of prices in the Bid, the unit price shall govern. If there is a conflict between values or prices written-out in text and values or prices expressed in numbers, the text values or prices shall control.
 - 10.12 No Bid shall be altered, amended, or withdrawn after the specified due date and time.
 - 10.13 Periods of time, stated as a number of days, shall be calendar days.
 - 10.14 It is the responsibility of all Bidders to examine the entire ITB package and seek clarification of any item or requirement and to check all responses for accuracy before submitting a Bid. Negligence in preparing a Bid confers no right of withdrawal after Bid due date and time.
 - 10.15 The Town shall not reimburse the cost of developing or providing any response to this ITB and development and provision of any offer shall be at the respective Bidder's sole cost. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

INSTRUCTION 11: BASIS OF BID

- 11.01 The Basis upon which Bids shall be calculated and submitted (Lump Sum/Fixed Price, Unit Price, and/or Allowances for specific items) are set forth in the ITB, including the Bid Schedule.
- 11.02 Lump Sum/Fixed Price
 - A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.
- 11.03 Unit Price
 - A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
 - B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" provided in the ITB (usually the Bid Schedule) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with the General Conditions.
 - C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 11.04 Allowances
 - A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with the General Conditions.

INSTRUCTION 12: SUBMITTAL OF BID

- 12.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. Three (3) unbound copies of the Bid Form are to be completed

and submitted with the Bid security and the other documents required to be submitted under the terms of Instruction 7.

- 12.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to **Town of Florence, AZ, Town Clerk, 775 N. Main St., Florence, AZ 85132.**
- 12.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted, opened, or considered.
- 12.04 By signature on the Bid Form, the Bidder certifies that:
- A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Bidder shall not discriminate against any employee or applicant for employment in violation of the Federal Executive Order 11246.
 - C. The Bidder has not given or offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer.
 - D. Failure to sign the offer, or the falsity of a statement in a signed offer, shall void the submitted offer or any resulting contracts, and the Bidder may be debarred.

INSTRUCTION 13: MODIFICATION AND WITHDRAWAL OF BID

- 13.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 13.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 13.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 13.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder may, in the Town's sole discretion, be disqualified from further bidding on the Work.

INSTRUCTION 14: OPENING OF BIDS

- 14.01 Bids will be opened at the time and place indicated in the Invitation to Bid above and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids
- 14.02 All Bids will remain subject to acceptance for the period of time stated in the Bid Form and each Bidder agrees that it will hold open its offer for such period, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period. Unless otherwise specified in the ITB, all Bidders and their Subcontractors shall hold their bids valid for a period of 60 days from the proposal due date stated on the Advertisement for Bids.

INSTRUCTION 15: EVALUATION OF BIDS

- 15.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner may reject the Bid as nonresponsive.
- 15.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 15.03 Evaluation of Bids:
- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner shall announce to all bidders a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.
 - C. Bid prices will be compared after adjusting for differences in time of Substantial Completion (total number of calendar days to substantially complete the Work) designated by Bidders. The adjusting amount will be determined at the rate set forth in the Contract for liquidated damages for failing to achieve Substantial Completion, or such other amount that Owner has designated in the Bid Form.
 - 1. The method for calculating the lowest bid for comparison will be the summation of the Bid price shown in the Bid Form plus the product of the Bidder-specified time of Substantial Completion (in calendar days) times the rate for liquidated damages (in dollars per day).
 - 2. This procedure is only used to determine the lowest bid for comparison and contractor selection purposes. The Contract Price for compensation and payment purposes remains the Bid price shown in the Bid Form.
- 15.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 15.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.
- 15.06 Any terms of the Bidder's submittal that conflict with the language and requirements of the Town's solicitation or that take exception to the terms, conditions, specifications and/or other requirements stated within this ITB, may cause the Bidder's submittal to be considered nonresponsive and rejected. Exceptions may be evaluated by the Town on an individual basis to determine compliance with the purpose and intent of the terms and conditions stated within this solicitation

INSTRUCTION 16: AWARD AND SIGNING OF CONTRACT

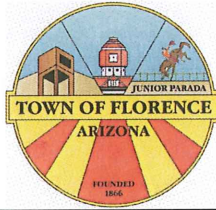
- 16.01 Notwithstanding any other provision of this ITB, the Town expressly reserves the right, when determining whether to award a contract to the lowest responsive and responsible Bidder who has neither been disqualified nor rejected pursuant to the terms and conditions of the ITB, to:
- A. Waive any immaterial defect or informality; and/or
 - B. Reject any or all Bids, or portions thereof; and/or
 - C. Reissue an Invitation to Bid; and/or
 - D. Exercise any other rights available to the Town under the terms of the ITB, the Town Code, law, or equity.
- 16.02 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Contract along with the other Contract Documents as identified in the Contract. Within 10 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Contract (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Contract to Successful Bidder.

INSTRUCTION 17: ADDITIONAL PROVISIONS

- 17.01 Contract Applicability: The Bidder shall substantially conform to the terms, conditions, specifications, and other requirements found within the text of this specific ITB. All previous agreements, contracts, or other documents, which have been executed between the Bidder and the Town, are not applicable to this ITB or any resultant contract.
- 17.02 Gratuities: The Town may, by written notice to the Bidder, cancel the resultant contract if it is found by the Town that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Bidder or any agent or representative of the Bidder, to any officer or employee of the Town with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event the Town pursuant to this provision cancels the resultant contract, the Town shall be entitled, in addition to any other rights and remedies, to recover or withhold from Contractor the amount of gratuity. Paying the expense of normal business meals, which are generally made available to all eligible Town government customers, shall not be prohibited by this paragraph.
- 17.03 Public Record: All offers submitted in response to this ITB, whether or not accepted by the town, shall become a matter of public record available for public inspection, subsequent to the award notification, in accordance with the Town's Procurement Policy and Arizona's Public Records laws.
- 17.04 Confidential Information: If a person believes that a bid, ITB, offer, specification, or protest contains information that should be withheld, a statement advising the Town of this fact shall accompany the submission and the information shall be identified. The information identified by the person as confidential shall not be disclosed until the Town makes a written determination.
- 17.05 Lobbying Prohibition: Any communication regarding this solicitation for the purpose of influencing the process or the award, between any person or affiliates seeking an award from this solicitation and the Town, including but not limited to the Town Council, employees, and contractors engaged to assist in the solicitation, is prohibited.
- A. This prohibition is imposed from the time of the first public notice of the solicitation until the Town cancels the solicitation, rejects all responses, awards a Contractor, and otherwise takes action which ends the solicitation process. This section shall not prohibit public comment at any Town Council meeting, study session or Town committee meeting.
 - B. This prohibition shall not apply to communication with the official contact(s) specifically identified in the solicitation or Town-initiated communications for the purposes of conducting the procurement,

and in the manner prescribed in the solicitation, including but not limited to pre-bid conferences, clarification of responses, presentations if provided for in the solicitation, requests for Best and Final Proposals, contract negotiations, interviews, protest/appeal resolution, or surveying non-responsive vendors.

- C. Violations of this provision shall be reported to Purchasing and may be a basis for rejecting a response or disbarment of the violator by the Town. Persons and/or entities violating this prohibition may be subject to a warning letter, rejection of their response, or disbarment by the Town, in the Town's discretion, depending on the nature of the violation.



CONTRACT

TOWN OF FLORENCE

CONTRACT FOR

Town of Florence Main Street Extension Temporary Access Roadway

PROJECT #: T-13

THIS CONTRACT is made and entered into on the ____ day of _____, 20__, by and between Town of Florence, an Arizona municipal corporation, hereinafter called "**Town**" and the "**Contractor**" designated below:

Town and Contractor agree as follows:

ARTICLE 1 – PARTICIPANTS AND PROJECT

TOWN: Town of Florence, Arizona
Project Manager: John V. Mitchell
Telephone: (520) 868-8325
E-mail: John.Mitchell@florenciaz.gov

CONTRACTOR: Visus Engineering Construction, Inc.
1831 N Rochester
Mesa, Arizona 85205
Arizona ROC No.: 250596
Federal Tax ID No: 65-1210414
Representative: Jeffery Kerr
Telephone: (480) 833-8268
E-mail: jkerr@visusinc.com

ENGINEER/DESIGNER: Baxter Design Group, LLC
3515 Stone Wall Circle
Heber City, UT 84032
Representative: Jared Baxter, PE
Telephone: (435) 709-8234
E-mail: jbaxter@baxterdg.com

PROJECT DESCRIPTION: Construction of approximately 13,500 square yards of 2 inch asphalt paving over 8 inches of ABC base course with geo-grid base reinforcement.

PROJECT LOCATION: Florence, Arizona 85132

ARTICLE 2 – CONTRACT DOCUMENTS

2.1 Contract Documents. The Contract between Town and Contractor shall consist of the following Contract Documents:

Invitation to Bid	MAG Specifications
Instructions to Bidders	List of Subcontractors
General Contract Conditions	Contract Change Order Form
Special Provisions	Non-Collusive Bidding Certification
Statutory Bid Bond	Affidavit Regarding Settlement of Claims
Statutory Payment Bond	Bid Terms
Statutory Performance Bond	Bidding Form
Insurance Requirements	Acknowledgement of Addenda Received
Bidder’s Qualification Statement	Specification Book
MAG Details	Town Modifications to MAG Specifications

In the event of a conflict of language between the documents, the provisions of the ITB shall govern. The ITB shall govern in all other matters not otherwise specified by the Contract between the parties. All previous contracts between the Bidder and Town are not applicable to this Contract or other resultant contracts

2.2 Definitions. The definitions in Section 1 of the General Conditions apply to all the Contract Documents, including this Agreement. Additional definitions or defined terms applicable to all the Contract Documents for this Project, if any, include the following:

NA

2.3 Project Specific Conditions. If there are any additional conditions that apply to this Project, they are set forth in the Special Provisions included in the ITB.

2.4 Project Plans And Specifications. A detailed list of the plans and specifications for this Project are included in the ITB.

ARTICLE 3 – DESIGN PHASE SERVICES

Contractor is not providing any Design Phase Services to the Town in relation to this Project.

ARTICLE 4 – CONSTRUCTION SERVICES

4.1 General.

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

4.1.2 Contractor shall provide all of the labor and materials, and perform the Work in accordance with Section 4 of the General Conditions. Some but not all of the major components of the

Construction Services and the corresponding subsections of Section 4 of the General Conditions are set forth below.

4.1.3 At all times relevant to this Contract and performance of the Work, the shall fully comply with all Laws, Regulations, or Legal Requirements applicable to Town, the Project and the Contract, including, without limitation, those set forth in the General Conditions.

4.1.4 Contractor shall perform the Work under this Contract using only those firms, team members and individuals designated by Contractor consistent with Contractor's accepted Bid, or otherwise, approved by Town pursuant to the General Conditions. No other entities or individuals may be used without the prior written approval of the Project Manager.

4.1.5 Contractor will comply with all terms and conditions of the General Conditions.

4.1.6 In the event of a conflict between this Contract and the General Conditions or any exhibit hereto or appendix thereto, the terms of this Contract shall control.

4.1.7 Ownership of Work Product. Notwithstanding anything to the contrary in this Contract, all Work Product prepared or otherwise created in connection with the performance of this Contract, including the Work, are to be and remain the property of Town. For purposes of this provision, "Work Product" shall include all designs, drawings, plans, specifications, ideas, renderings and other information or matter, in whatever form created (e.g., electronic or printed) and in all media now known or hereinafter created. All Work Product shall be considered Work Made for Hire as defined in the United States Copyright Act 17 U.S.C. § 101 (Copyright Act). If for any reason any such Work is found not to be a work for hire, Contractor hereby transfers and assigns ownership of the copyright in such Work to Town. The rights in this Section are exclusive to Town in perpetuity.

4.2 Contractor's Pre-Contract and Pre-Work Deliverables.

4.2.1 The Contractor will provide the Deliverables in accordance with Section 4.2 of the General Conditions.

4.2.2 Any additional items which Contractor must deliver to Town prior to commencing the Work on this Project, if any, include the following: NA

4.3 Pre-Construction Conference. Contractor shall attend the Pre-Construction Conference in accordance with Section 4.3 of the General Conditions.

4.4 Performance of the Work (Including Field Measurements, Subcontractors, and Suppliers). Contractor shall perform the Work in accordance with Section 4.4 of the General Conditions.

4.5 Control Of The Project Site. Contractor shall control and maintain the Project Site in accordance with Section 4.5 of the General Conditions.

4.6 Project Safety. Contractor shall implement and enforce Project safety in accordance with Section 4.6 of the General Conditions.

4.7 Materials Quality, Substitutions and Shop Drawings. Contractor shall provide materials testing and submit substitute materials and shop drawings in accordance with Section 4.7 of the General Conditions.

4.8 Project Record Documents. Contractor shall maintain and make available the Project Record Documents in accordance with Section 4.8 of the General Conditions.

4.9 Warranty and Correction of Defective Work. Contractor shall provide warranties and correct defective Work in accordance with Section 4.9 of the General Conditions.

ARTICLE 5 – TOWN RESPONSIBILITIES

5.1 Town shall have the responsibilities, and provide the information specified in, and subject to the conditions set forth in, Section 5 of the General Conditions.

5.2 Additional services to be provided or responsibilities assumed, by Town, if any, are listed below:
NA

5.3 Additional Information to be provided by Town, if any, is listed below: NA

ARTICLE 6 - CONTRACT TIME

6.1 Contract Time.

6.1.1 The Contract Time shall start with the Notice to Proceed (NTP) and end with Final Acceptance, as set forth Section 6.4 below. The Notice to Proceed cannot be issued until prior to the approval and acceptance by Town of the Bid.

6.1.2 The Contract Time shall be as set forth in the Project Schedule. Contractor agrees that it will commence performance of the Work and complete the Project through both Substantial Completion and Final Completion within the Contract Time.

6.1.3 Time is of the essence of this Contract, for the Project, and for each phase and/or designated Milestone thereof.

6.1.4 Failure on the part of Contractor to adhere to the approved Project Schedule will be deemed a material breach and sufficient grounds for termination of this Contract by Town.

6.2 Project Schedule. The Project Schedule as set forth in the ITB and/or an Exhibit to this Contract shall be updated and maintained throughout Contractor's performance under this Contract in accordance with Section 6.2 of the General Conditions.

6.3 Substantial Completion. Substantial Completion shall be achieved not later than the Substantial Completion Date set forth in the Project Schedule, which is: See Section 6.4 . Substantial Completion shall be determined in accordance with Section 6.3 of the General Conditions.

6.4 Final Completion and Final Acceptance.

6.4.1 Final Completion will be obtained within the time period set forth in the Project Schedule, which is: **All work must be completed and ready for final payment by June 24, 2015.**

6.4.2 Final Completion will be determined and Final Acceptance will be issued pursuant to Section 6.4 of the General Conditions.

6.5 Liquidated Damages.

6.5.1 Substantial Completion Liquidated Damages. Contractor acknowledges and agrees that if Contractor fails to obtain Substantial Completion of the Work within the Contract Time, Town will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, Town and Contractor agree that if Contractor fails to achieve Substantial Completion of the Work within the Contract Time, Town shall be entitled to retain or recover from

Contractor, as liquidated damages and not as a penalty, the following per diem amounts commencing from the Substantial Completion Date required under the Contract until the actual date of Substantial Completion:

\$430.00 per calendar day.

6.5.2 Final Completion Liquidated Damages. For the same reasons set forth in Section 6.5.1 above, Town and Contractor further agree that if Contractor fails to achieve Final Completion of the Work within the Contract Time, Town shall be entitled to retain or recover from Contractor, as liquidated damages and not as a penalty, the following per diem amounts commencing from the actual date of Substantial Completion or the Final Completion Date as required under the Contract, whichever is later, until the actual date of Final Completion:

\$430.00 per calendar day.

6.5.3 MAG Liquidated Damages. If no liquidated damages are specified in Sections 6.5.1 and/or 6.5.2 above, then the liquidated damages provisions in MAG § 108.9 shall apply.

6.5.4 Town may deduct liquidated damages described in this Section 6.5 above from any unpaid amounts then or thereafter due Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due Contractor shall be payable to Town at the demand of Town, together with interest from the date of the demand at the highest lawful rate of interest payable by Contractor.

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

ARTICLE 7 - CONTRACT PRICE

7.1 Contact Price.

7.1.1 In exchange for Contractor's full, timely, and acceptable performance and construction of the Work under this Contract, and subject to all of the terms of this Contract, Town will pay Contractor the "Contract Price", which is \$ 239,000.00.

7.1.2 The Contract Price is all inclusive and specifically includes all fees, costs, insurance and bond premiums, and taxes of any type necessary to fully, properly and timely perform and construct the Work.

7.2 Costs. For any portion of the Work which, either through this Contract, Change Order or otherwise, is performed and paid for on a cost, or time and materials, basis, the costs which may be reimbursed to Contractor and/or chargeable against the Contract Price shall be determined as set forth in Section 7.3 of the General Conditions.

ARTICLE 8 – PAYMENT

Payments shall be made to Contractor in accordance with Section 8 of the General Conditions.

ARTICLE 9 – CHANGES TO THE CONTRACT

Changes to the Contract may be made in strict accordance with Section 9 of the General Conditions.

ARTICLE 10 – SUSPENSION AND TERMINATION

This Contract may be suspended and/or terminated in accordance with Section 10 of the General Conditions.

ARTICLE 11 – INSURANCE AND BONDS

11.1 Contractor shall provide Insurance as provided in the Insurance Requirement included in the ITB, and in accordance with Section 11.1 of the General Conditions. Contractor shall provide proof of such insurance and all required endorsements in forms acceptable to Town prior to commencing any Work under this Contract.

11.2 Contractor shall provide performance and payment bonds to Town in accordance with Section 11.2 of the General Conditions and A.R.S. § 34-610(A).

11.3 Failure to provide proof of insurance and the required endorsements, or the required bonds, in forms acceptable to Town, will be a material breach and grounds for termination for cause of this Contract.

ARTICLE 12 – INDEMNIFICATION

Contractor shall have and assume the indemnity obligations set forth in Section 12 of the General Conditions.

ARTICLE 13 - DISPUTE RESOLUTION

Any claims or disputes relating to this Contract shall be resolved according to the dispute resolution process set forth in Section 13 of the General Conditions.

ARTICLE 14 – MISCELLANEOUS PROVISIONS

The miscellaneous provisions set forth in Section 14 of the General Conditions shall apply to this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract through their duly authorized representatives and bind their respective entities as of the effective date.

TOWN OF FLORENCE:

CONTRACTOR:

By: _____

By: _____

ATTEST:

Its: _____

Town Clerk

REVIEWED AS TO FORM:

Town Attorney



GENERAL CONDITIONS OF CONTRACT

These terms will be the General Conditions for any Contract entered into as a result of the ITB and are incorporated therein and shall be fully binding upon the Bidder/Contractor

SECTION 1 — SCOPE OF THESE GENERAL CONDITIONS

These General Conditions encompass provisions that apply, and are incorporated into all construction contracts entered into by the Town of Florence, unless otherwise specifically excluded in the executed Contract. Sections 2 through 14 of these General Conditions apply to all construction contracts, in whatever form, including without limitation, Fixed Price, Construction Manager at Risk (CM@Risk), Guaranteed Maximum Price (GMP) Cost-Based, and Job Order Contracts (JOC).

SECTION 2 — GENERAL DEFINITIONS

2.1. The Definitions in the Invitation to Bid (ITB), the Request for Proposals (RFP), Request for Qualifications (RFQ) and/or the JOC Solicitation (JOC) giving rise to the Contract shall apply to these General Conditions and the Contract for the Project.

2.2. Change Order – A written instrument issued after execution of the Contract Documents signed by Town and Contractor, stating their agreement upon all of the following: the addition, deletion or revision in the scope of services or deliverables; the amount of the adjustment to the Contract Price, the extent of the adjustment to the Contract Time, or modifications of other contract terms. The Contract Price and the Contract Time may be changed only by Change Order.

2.3. Town (Owner or OWNER) – Town of Florence, Arizona a municipal corporation, with whom Contractor has entered into the Contract and for whom the Services and/or Work are to be provided pursuant to the Contract(s).

2.4. Contract – The written agreement executed between Town and Contractor, including all of the Contract Documents.

2.5. Contract Documents – The documents which together form the Contract between Town and Contractor, as identified in Article 2 of the Contract, or are otherwise incorporated into the Contract, including the Contract, the exhibits thereto, these General Conditions, any Notice to Proceed, and any Job Order (if applicable), the Plans and Specifications, Project Schedule, written and properly executed Change Orders, MAG Specifications and Town's amendments thereto, and any other documents so designated in the Contract.

2.6. Contract Price – The agreed-upon price to be paid to Contractor for full, timely, and acceptable completion of the Services or Work under the terms of the Contract.

2.7. Contract Time(s) – The number of days or the dates related to the applicable phase, Substantial Completion, and/or Final Completion as stated in Contract Documents. The Contract Time is set forth in the Contract, and is based upon the Project Schedule agreed to by Town in writing.

2.8. Contractor – The person or corporation with whom Town has entered into an agreement for construction related work or services in relation to the Project at issue. As used in these General Conditions, the term Contractor includes CM@Risk and JOC under contract with Town to provide pre-construction and/or construction services.

2.9. Contractor Payment Request – The form that is accepted by Town and used by Contractor in requesting progress payments or final payment and which shall include such supporting documentation as is required by the Contract Documents and/or Town.

2.10. Construction Documents – The plans, specifications, and drawings prepared and issued by the Design Professional and approved by Town for construction, meaning the documents are sealed by the Contractor (as required), acceptable for permitting and incorporated into the Contract by reference. All amendments and modifications to the Construction Documents must be approved in writing by Town prior to incorporation into the Contract.

2.11. Critical Path – Critical path is the sequence of project network activities which add up to the longest overall duration. Once established in the Project Schedule, the Critical Path for the Project shall not be changed without prior written approval of Town.

2.12. Day Calendar day(s) unless otherwise specifically stated in the Contract Documents.

2.13. Float – The number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Contract Time. Unless otherwise expressly agreed in writing, all Float belongs to Town.

2.14. MAG Specifications – The latest revision of the latest edition (or the latest edition adopted by the Town) of the Uniform Standard Specifications for Public Works Construction published by MAG.

2.15. MAG Standard Details – The latest revision of the latest edition (or the latest edition adopted by the Town) of Uniform Standard Details as published by MAG.

2.16. Notice to Proceed (NTP) – A written notice given by Town to Contractor fixing the date on which Contractor will start to perform Contractor's obligations under the Contract. The Notice to Proceed shall not be issued until the Contract Price is approved and accepted by Town.

2.17. Project – The Project specified in the Contract (including a Job Order).

2.18. Project Manager – The Project Manager designated in Article 1 of the Contract, or any successor thereto designated by Town. The Project Manager has the authority to act on behalf of Town, as delineated and limited by the Contract Documents and applicable law. Town shall communicate with Contractor through the Project Manager. However, the Project Manager has no authority to bind Town or Town Council in contravention of any Town code, State or Federal statute or regulation, or these General Conditions.

2.19. Project Schedule – The schedule for the completion of the Project agreed to and/or required by Town and incorporated into the Contract.

2.20. Project Specific Conditions – Additional conditions which apply to the specific Project and/or Scope of Work which are set forth in the ITB.

2.21. Proposal – A Proposal submitted to the Town by a Contractor in response to an Invitation to Bid (ITB), Request for Qualifications (RFQ), an Request for Proposals (RFP) or other solicitation or request by the Town. Proposals may be Fixed Price, Guaranteed Maximum Price (GMP), Unit Price, or other form as required or requested by the Town.

2.22. Requests for Information (RFIs) – Formal written request from Contractor to Town and/or Contractor for the Project seeking clarification or additional information needed for Contractor to properly complete the Work and/or Services under the Contract. Town may require RFI's to be submitted on a specific form or in a specified format.

2.23. Schedule of Values (SOV) – The specified document prepared by Contractor, and approved and accepted by Town, which divides the Contract Price into pay items, such that the sum of all pay items equals the Contract Price for the construction phase Work, or for any portion of the Work having a separate specified Contract Price.

2.24. Scope of Work – The scope of work agreed to and/or required by Town and incorporated into the Contract as set forth in the ITB and/or an Exhibit to the Contract.

2.25. Subconsultant – A person, firm or corporation having a Contract with Consultant/Contractor to furnish services required as its independent professional associate or consultant with respect to the Project.

2.26. Subcontractor – An individual or firm having a direct Contract with Contractor or any other individual or firm having a Contract with the aforesaid contractors at any tier, who undertakes to perform a part of the pre-construction services or construction phase Work at the site for which Contractor is responsible. Subcontractors shall be selected through the Subcontractor selection process described in the Contract Documents, if any.

2.27. Total Float – Number of Days by which the pre-construction services or construction phase Work or any part of the same may be delayed without necessarily extending a pertinent Contract Time or schedule milestone in the Project Schedule.

2.28. Work – The entire completion of construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

SECTION 3 — STANDARD SPECIFICATIONS AND DETAILS

3.1 Town operates under the latest revision of the MAG Specifications as amended by Town.

3.2 Town also operates under the MAG Standard Details, as amended by Town.

3.3 Copies of the MAG Specifications and MAG Standard Details are available at the Maricopa Association of Governments office, 302 N. 1st Avenue, Suite 300, Phoenix, Arizona. They may also be downloaded at their Web site: <http://www.mag.maricopa.gov/under> "Publications."

3.4 The MAG Specifications and Standard Details and Town's amendments thereto are incorporated into the Contract.

SECTION 4 — CONTRACTOR'S RESPONSIBILITIES FOR CONSTRUCTION SERVICES

4.1 General

4.1.1 Contractor shall construct the Work in accordance with the Contract Documents and as outlined in the Contract Documents to the satisfaction of Town, exercising the degree of professional care, skill, diligence, quality and judgment that a professional Contractor engaged, experienced and specializing in the construction of construction and/or facilities of similar scope, function, size, quality, complexity and detail in urban areas throughout the United States comparable to the Town would exercise at such time, under similar conditions.

Contractor shall, at all times, perform the Work in conformance with sound and generally accepted engineering principles and construction management and construction contracting practices.

4.1.2 Contractor shall comply with, and require all Subcontractors to comply with, the Arizona Contractors' license laws, including all requirements with respect to being duly registered and licensed.

4.1.3 Immigration Laws: Pursuant to A.R.S. § 41-4401, Contractor warrants to Town that Contractor and all its subcontractors are in compliance and will comply with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. § 23-214(A). Contractor acknowledges that a breach of this warranty by Contractor or any of its subcontractors is a material breach of this Agreement subject to penalties up to and including termination of the Contract or any subcontract. The Town retains the legal right to inspect the papers of any employee of or any subcontractor who works on this Contract to ensure compliance with this warranty, and may conduct random verification of the employment records of Contractor and any of its subcontractors to ensure compliance with this warranty. Town will not consider Contractor or any of its subcontractors in material breach of the foregoing warranty if Contractor and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by Arizona Revised Statutes § 23-214(A). The provisions of this Section must be included in any agreement Contractor enters into with its subcontractors who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property. Breach of this warranty shall constitute a material breach of the contract and shall subject the Contractor to penalties including termination of the Agreement at the sole discretion of the Town.

4.5.4 Contractor further understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The Contractor understands and Acknowledges that it must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees," and A.R.S. §§ 1-501 and 502.

4.2 Contractor's Pre-Contract and Pre-Work Deliverables

4.2.1 Before beginning any Work under the Contract, Contractor shall execute the Contract and deliver to Town the items listed in Sections 4.2.3 and 4.2.4 below, and the Contract must be executed by Town. Failure to do so will be a material breach of the Contract entitling Town to terminate the Contract for Cause.

4.2.2 When Contractor delivers the executed Contract to Town, Contractor shall also deliver to Town such bonds and certificates of insurance with endorsements in such amounts (and other evidence of insurance requested by Town) required under Section 11 of these General Conditions, and as the Contract requires.

4.2.3 Government Approvals and Permits. Contractor shall obtain all necessary permits for the Work and pay all applicable fees, unless otherwise noted on the plans and in the specifications. Contractor is specifically notified of the need to obtain the necessary environmental permits or file the necessary environmental and regulatory permit notices. Copies of all permits and the associated notices must be provided to Town prior to starting the permitted activity.

4.3 Pre-Construction Conference

4.3.1 Prior to the commencement of any Work, Town may schedule a Pre-Construction Conference.

4.3.2 Prior to the Pre-construction Conference, Contractor shall provide the Project Team with a Schedule of Values in a form specified by Town reflecting the subcontracts and other categories that will be used to submit Pay Applications for the Work. The total amount of the Schedule of Values shall not be greater than the Contract Price and shall identify Contractor's Contingency, if applicable. The Schedule of Values shall be reviewed at the Pre-Construction Conference and revised in response to comments and questions from Town. Once accepted by Town in writing, the Schedule of Values for the Project will not be changed without the prior written approval of Town.

4.4 Performance of the Work (including Field Measurements, Subcontractors, and Suppliers)

4.4.1 Unless otherwise provided in the Contract Documents to be the responsibility of Town or a separate Contractor, Contractor shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Contractor to complete the Work consistent with the Contract Documents.

4.4.2 Contractor's Superintendent shall be present at the Site at all times that material Work under this Contract is taking place. Contractor's Superintendent or designee shall be present at the Site at all times any other Work under this Contract is taking place. All elements of the Work shall be under the direct supervision of a foreman or his designated representative on the Site who shall have the authority to take actions required to properly carry out that particular element of the work.

4.4.3 Before ordering materials or doing work, Contractor and each Subcontractor shall verify measurements at the Site and shall be responsible for the correctness of such measurements. No extra charge or compensation will be allowed because of differences between actual dimensions and the dimensions indicated on the Contract Documents, including the drawings.

4.4.4 If Contractor observes error, discrepancies or omissions in the Contract Documents, it shall promptly notify the Contractor and Town and request clarification. Contractor shall be liable to Town for damages resulting from error, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions in the Contract Documents. If Contractor, with the exercise of reasonable care, should have recognized such error, inconsistency, omission or difference and fails to report it to Town, and if Contractor proceeds with the Work affected by such observed errors, discrepancies or omissions, without receiving such clarifications, it does so at its own risk.

4.4.5 In all cases of interconnection of its Work with existing or other work, Contractor shall verify at the Site all dimensions relating to such existing or other work. Any errors due to Contractor's failure to so verify all such grades, elevations, locations or dimensions shall be promptly rectified by Contractor without any increase in the Contract Price. Any design errors or omissions noted by Contractor during this review shall be reported promptly to Town.

4.4.6 Contractor shall be responsible for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Town and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

4.4.7 Contractor will not substitute or change any Subcontractor or Supplier without the prior written approval of Town. Any substitute or replacement Subcontractor or Supplier shall be required to meet the same qualifications and selection criteria and process as the original Subcontractor or Supplier. If a Subcontract/Supplier selection plan has been approved by Town, Contractor will follow that plan unless otherwise approved by Town in writing.

4.4.8 Contractor shall not change or replace any members of its Project team, including Contractor's Representative, Project Manager, or Superintendent, without an explanation for the change being given to Town, and receiving prior written approval of the change from Town, which approval will not be unreasonably withheld.

4.4.9 Subcontractors whose scope of work has a value greater than 15% of the total Contract Price may be required to furnish performance and payment bonds to Contractor if directed in writing by Town.

4.5 Control of the Project Site

4.5.1 Throughout all phases of construction, including suspension of Work, Contractor shall keep the Site reasonably free from debris, trash and construction wastes to permit Contractor to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Prior to Final Acceptance of the Work, or a portion of the Work, Contractor shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Town to occupy the Project or a portion of the Project for its intended use

4.5.2 Contractor shall take whatever steps, procedures or means necessary to prevent dust nuisance due to construction operations. The dust control measures shall be maintained at all times to the satisfaction of Town and in accordance with the requirements of the Pinal County Bureau of Air Pollution Control Rules and Regulations.

4.5.3 Contractor shall be responsible to Town for the acts and omissions of Contractor's employees, Subcontractors and their agents and employees, and any other person performing any of the Work under a Contract with Contractor, or claiming by, through or under Contractor, for all damages, losses, costs and expenses resulting from such acts or omissions.

4.6 Project Safety

4.6.1 Contractor is responsible for safety of the job site for employees of Contractor as well as for members of the general public and others who may drive or walk through or be at the site.

4.6.2 Contractor assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

4.6.3 Contractor shall provide a "competent person" as required by O.S.H.A regulations. The "competent person" shall be identified at the Pre-Construction Conference with Town advised in writing of any changes.

4.6.4 Contractor and Subcontractors shall comply with all legal and regulatory requirements relating to safety, as well as any Town specific safety requirements set forth in the Contract Documents, provided that such Town-specific requirements do not violate any applicable legal and regulatory requirements.

4.6.5 As between Town and Contractor, Contractor is responsible to Town for any and all the safety issues relating to the Work on the Project. Contractor shall administer and manage the safety program. This will include, but not necessarily be limited to review of the safety programs of each Subcontractor. Contractor shall monitor the establishment and execution of compliance with all applicable regulatory and advisory agency construction safety standards.

4.6.6 Contractor shall maintain and have sole responsibility for safety on the job site.

4.7 Materials Quality, Substitutions and Shop Drawings

4.7.1 Quality Control and Quality Assurance Testing. All construction materials to be used or incorporated in the Project are subject to inspection, Quality Control & Quality Assurance Testing, and approval or rejection by Town. Any material rejected by Town shall be removed immediately and replaced in an acceptable manner to Town at no additional cost to Town. When QC/QA tests indicate noncompliance with the Contract Documents, retesting shall be performed by the same testing laboratory that performed the tests that indicated noncompliance.

4.7.2 Shop Drawings

4.7.2.1 Contractor shall prepare and submit Shop Drawings which show details of all work to insure proper installation of the Work using those materials and equipment specified under the Approved Plans and Specifications.

4.7.2.2 A schedule of Shop Drawing submissions shall be submitted with the Project Schedule for Town approval that avoids bulk submissions to the extent reasonably possible. Unless otherwise noted, Shop Drawings will not be required for items specified or detailed in the Uniform Standard Specifications and Details or the Technical Specifications. The schedule of Shop Drawing submissions shall include all of the items for which Shop Drawings are required by the Contract Documents, including the Specifications.

4.7.2.3 Shop Drawings shall be numbered consecutively for each specification section and shall accurately and distinctly present the following:

- (a) All working and erection dimensions.
- (b) Arrangements and sectional views.
- (c) Necessary details, including complete information for making connections between work under this Contract and work under other Contracts.
- (d) Kinds of materials and finishes.
- (e) Parts list and description thereof.

4.7.2.4 Contractor shall schedule, prepare and submit all shop drawings in accordance with a time-table that will allow its suppliers and manufacturers sufficient time to fabricate, manufacture, inspect, test and deliver their respective products to the project site in a timely manner so as to not delay the complete performance of the work.

4.7.2.5 The review of Shop Drawings will be general and shall not relieve Contractor of responsibility for the accuracy of such drawings, nor for the proper fitting and construction of the Work, nor for the furnishing of materials or Work required by the Contract. No construction called for by Shop Drawings shall be initiated until such drawings have been reviewed and approved by Town.

4.7.3 Long Lead Time Items. Contractor shall submit Shop Drawings, as required by the Engineer, on all long lead items to be furnished and installed as part of the project within ten (10) days after execution of the Contract. In addition, Contractor shall order all long lead items to be furnished and installed as part of this Project within (3) days after receiving approved Shop Drawings. For all long lead times for which shop drawings are not required, Contractor shall order said long lead items within fifteen (15) days after execution of the Contract. Within two (2) days after ordering long lead items, Contractor shall supply copies of all purchase orders, along with an accurate delivery schedule from the supplier.

4.8 Project Record Documents

4.8.1 During the construction period, Contractor shall maintain at the jobsite a full-size set of prints of the Construction Document Drawings and Shop Drawings for Project Record Document purposes.

4.8.2 Contractor shall mark these drawings to indicate the actual installation where the installation varies from the original Construction Documents. Contractor shall give particular attention to information on elements that will be concealed, which would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:

- (a) Dimensional changes to the Drawings.
- (b) Revisions to details shown on Drawings.
- (c) Locations and depths of underground utilities.
- (d) Revisions to routing of piping and conduits.

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- (e) Actual equipment locations.
 - (f) Changes made by Change Order or Addendum.
 - (g) Details not on original Contract Drawings.

4.8.6 Contractor shall submit Project Record Drawing sets and Shop Drawings to Town or its representative for review and comment.

4.8.7 Upon receipt of the reviewed Project Record Drawings from Town, Contractor shall correct any deficiencies and/or omissions to the drawings and submit the final original of the Project Record Drawings to Town prior to Final Acceptance and as a condition of Final Acceptance.

4.8.8 Project Manager will review the Project Record Drawings monthly prior to the date established for the Payment Request and shall be the sole judge of acceptance of these drawings.

4.9 Warranty and Correction of Defective Work

4.9.1 Contractor warrants to Town that the construction of the Work shall be of good and workmanlike quality and completed in strict conformance with all applicable laws, rules and regulations and the plans and specifications and all other terms and conditions of the Contract Documents, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship.

4.9.2 The date of Substantial Completion shall be the beginning of the Warranty period, irrespective of early completion by some Subcontractors of their work. Contractor shall furnish extended warranties for facilities placed in service before Substantial Completion and that expire no earlier than one year beyond Substantial Completion, except as otherwise required in the Contract Documents.

4.9.3 Contractor's warranty obligation shall be in accordance with MAG Specifications.

4.9.4 In addition, unless otherwise specified in the Contract Documents, Contractor and Subcontractors shall provide to Town all of the following written warranties that apply to the Work, in a form acceptable to Town.

- (a) General Warranty — Two (2) years.
- (b) Mechanical Contractor — Two (2) years.
- (c) Plumbing Contractor — Two (2) years.
- (d) Electrical Contractor — Two (2) years.
- (e) Roofing Contractor — Two (2) years.
- (f) Roofing Manufacturer — Ten (10) years.
- (g) Caulking — One (1) year.
- (h) Steel Joists, Certificate of Manufacture.
- (i) Exterior Metal Wall System — Five (5) years.
- (j) Painting — One (1) year.
- (k) Termite — Five (5) years.
- (l) Sheet Metal: Zinc coating thickness on hot-dipped galvanized.
- (m) Metals- One (1) year.
- (n) Acoustical Tile — Five (5) years.
- (o) Resilient Floor Covering — One (1) year.

4.9.5 Nothing in the warranties contained in the Contract Documents are intended to limit any manufacturer's warranty which provides Town with greater warranty rights than set forth in this Section or the Contract Documents. Contractor will provide Town with all manufacturers' warranties prior to Final Acceptance.

4.9.6. A progress payment, or partial or entire use or occupancy of the Project by Town, shall not constitute acceptance of Work not in accordance with the Contract Documents.

4.9.9 Without limiting the foregoing or anything in these General Conditions or the Contract to the contrary, Contractor shall obtain and provide to Town all warranties for any portion of the Project offered by the manufacturer, installer or provider thereof. Town and the user of the facility shall have the right to the full value and benefit of all such warranties. Contractor will ensure all such warranties are fully transferrable to facilitate the full value of this Section 4.9.9.

SECTION 5 — TOWN’S RESPONSIBILITIES

5.1 Town Project Manager. Project Manager is responsible for providing Town-supplied information and approvals in a timely manner to assist Contractor to fulfill its obligations under the Contract Documents.

5.2 Contractor Services. Town may contract separately with one or more Contractors to provide construction administration of the Project. The Contractor’s Contract, as well as other firms hired by Town shall be furnished to Contractor. Contractor shall not have the right to limit or restrict or reject any Contract modifications that are mutually acceptable to Town and Contractor.

SECTION 6 — CONTRACT TIME

6.1 Contract Time.

6.1.1 The Contract Time shall start with the Notice to Proceed (“NTP”) and end with Final Acceptance, as set forth in Section 6.4 below.

6.1.2 The Notice to proceed shall be issued in accordance with MAG Specifications § 108.

6.1.3 The Contract Time shall be as set forth in the Project Schedule. Contractor agrees that it will commence performance of the Work and complete the Project through both Substantial Completion and Final Completion within the Contract Time.

6.1.4 Time is of the essence of this Contract, for the Project, for the Work, and for each phase and/or designated Milestone thereof.

6.2 Project Schedule.

6.2.1 The Project Schedule shall be updated and maintained throughout the Contract Time.

6.2.2 The Project Schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Contractor of its obligations to complete the Work within the Contract Time, as adjusted in accordance with the Contract Documents. No modification to the Contract Documents or the Contract Time shall be effective unless approved in advance by Town.

6.2.3 An updated Project Schedule shall be submitted monthly to Town as part of the Payment Request.

6.2.4 Contractor shall provide Town with a monthly status report with each Project Schedule detailing the progress of the Work, including: (i) if the Work is proceeding according to schedule, (ii) any discrepancies, conflicts, or ambiguities found to exist in the Contract Documents that require resolution, and (iii) other information detailing items that require resolution so as not to jeopardize the ability to complete the Work in the Contract Time.

6.2.5 Acceptance of a submitted schedule by Town should in no way be construed as an affirmation or admission that the schedule is reasonable or workable by Contractor. The responsibility for completing the Work on the Project within the Contract Time remains the obligation of Contractor. Town's review shall not relieve Contractor from compliance with the requirements of the Contract Documents or be construed as relieving Contractor of its complete and exclusive control over the means, methods, sequences and techniques for executing the work.

6.2.6 Critical Path Method (CPM)

6.2.6.1 Unless otherwise specified in the Contract, the Project Schedule shall include a Critical Path Method (CPM) diagram schedule showing the sequence of activities, the interdependence of each activity and identifies the Critical Path.

6.2.6.2 The CPM diagram schedule shall be in calendar Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float Times for all activities except critical activities. The CPM diagram shall be presented in a time scaled graphical format for the Project as a whole.

6.2.7 Float Time

6.2.7.1 The total Float Time within the overall schedule is for the exclusive use of Town, but Town may approve Contractor's use of Float as needed to meet contract Milestones and the Project completion date.

6.2.7.2 Contractor shall not be allowed to sequence, hide, or reallocate Float Time through such strategies, as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, etc. No time extensions will be granted nor delay damages paid until a delay occurs which extends the Work beyond the Contract Time.

6.2.7.3 Rain-Related Delays. Contractor is required, in preparing the Project Schedule to take into account all relevant weather conditions, including normal rainfall and distribution. No additional Compensation shall be given for any rain-related delays or impacts on the Work or the Project Schedule. The burden of documenting normal rainfall, the excessive rainfall and the impact on Critical Path activities is on Contractor.

6.3 Substantial Completion.

6.3.1 When Contractor considers that the Work, phase or a portion thereof, which Town agrees to accept separately, is substantially complete, Contractor, in conjunction with the Inspector, shall prepare and submit to the Project Manager a comprehensive Punch List of items to be completed or corrected prior to Final Acceptance and Final Payment

6.3.2 Upon receipt Contractor's Punch List, Project Manager will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the inspection by the Project Manager discloses any item, whether or not included on Contractor's Punch List, which is not sufficiently completed in accordance with the Contract Documents so that Town can occupy or utilize the Work, phase or designated portion thereof for its intended use, Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by Project Manager.

6.3.3 Certificate of Substantial Completion. The Project Manager shall not issue a Certificate of Substantial Completion unless and until the Work (or separable units or Phases as provided in the Contract Documents) is essentially and satisfactorily complete in accordance with the Contract Documents, such that the Project is ready for use by Town for its intended purpose, opening to the general public, full occupancy or use by Town (including, without limitation, all separate units, or rooms, facilities, access, income-generating areas, and/or

all areas serving the general public, as applicable, shall be ready for full operation without material inconvenience or discomfort), including, to the extent applicable to the Work, the following: all materials, equipment, systems, controls, features, facilities, accessories and similar elements are installed in the proper manner and in operating condition, inspected and approved; surfaces have been painted; masonry and concrete cleaned with any sealer or other finish applied; utilities and systems connected and functioning; site work complete; permanent heating, ventilation, air condition, vertical transportation and other systems properly operating with proper controls; lighting and electrical systems installed, operable and controlled; paving completed, signage installed, and/or other work as applicable, has been performed to a similar state of essential and satisfactory completion. In no event shall Substantial Completion be deemed to have occurred unless and until: (i) a temporary certificate of occupancy has been issued by the appropriate Governmental Authorities (as applicable) and (ii) all terms and Work required under this Agreement have been fulfilled by Contractor and same shall have also been approved an accepted by Town, subject only to the Punch List Items.

6.4 Final Acceptance and Final Completion.

6.4.1 Unless otherwise expressly agreed to in writing by Town, Final Completion must be obtained by no later than 30 calendar days after the date of Substantial Completion. Failure to timely obtain Final Completion will be a material breach of the Contract.

6.4.2 Upon receipt of written notice that the Work is ready for final inspection and acceptance, Town and Contractor will jointly inspect to verify that the remaining items of Work have been completed. There shall be no partial acceptance. Final Acceptance shall not be issued and Final Completion shall not occur until all items of work, including Punch List Items, have been completed to Town's satisfaction as reflected in the written Final Acceptance.

6.4.3 Final Payment under Section 8.4 below shall not be due, owing, or paid by Town until Final Completion is obtained.

SECTION 7 — CONTRACT PRICE

7.1 Fixed Price Contracts. The Contract Price for all Fixed Price Contracts shall be the amount set forth in the Contract.

7.2 Town Sales Tax. Contractor is required to pay Town Sales Tax on any contracting activity done for the Town, and this cost shall be included in all Contract Prices.

SECTION 8 — PAYMENT

8.1 Payment For Construction Services.

8.1.1 Subject to the terms of the Contract Documents, including this Section 8, payment for the Work will be made in accordance with MAG Specifications § 109 as amended below.

8.1.2 In MAG Specifications § 109.7 (A), replace the first paragraph of the subsection with the following:

Town will make monthly progress payments during the course of the contract. The payments (estimates of work completed) will be prepared by Contractor on form provided by Town, and approved by Project Manager. The monthly payment cycle will start with the date of the Notice to Proceed. Town may process payments more frequently if requested by Contractor and agreed to in writing by Town.

8.1.3 Payments shall be made pursuant to A.R.S. § 34-221 and/or § 34-609, as applicable.

8.1.4 When construction of the Project is fifty percent (50%) completed, Contractor may request payment of one-half of the retention pursuant to A.R.S. § 34-221(C)(3) and/or §34-609(B)(3), subject to all of Town's rights to withhold or offset payments, and/or other rights of Town, under the Contract.

8.1.5 Town reserves the right under A.R.S. § 34-221(C)(3) and/or § 34-609(B)(3) to reinstate the ten percent (10%) retention if Town determines that satisfactory progress is not being made.

8.2 Final Payment. Subject to all of Town's rights to withhold or offset payment, and other rights under the Contract, Final Payment including remaining retainage shall be paid only after: (i) the Work has been fully completed (including completion of all incorrect or incomplete work items) and the written Final Acceptance has been issued by Town; (ii) necessary operating manuals, any excess materials and supplies necessary for matching materials and supplies incorporated into the Work, and complete "as-built" drawings (including the Building Information Model, if required by the Contract Documents), plans and specifications have been delivered to Town; (iii) full and unconditional lien waivers and releases by Contractor and any person performing labor or supplying material, machinery, fixtures, or tools for the Work have been delivered to Contractor; (iv) all conditions and requirements imposed by Town or any financing entity for the corresponding disbursement have been met; and (v) Contractor delivers to Town a Contractor Payment Request Form requesting Final Payment.

8.3 Town's Right to Withhold Payment. Town may withhold payment to such extent as may be necessary in Town's opinion to protect Town from loss for which Contractor is responsible, including, without limitation:

- i. Defective Work not remedied;
- ii. Third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Town is provided by Contractor;
- iii. Failure of Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- iv. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- v. Damage to the Town or another Contractor;
- vi. Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- vii. Persistent failure to carry out the Work in accordance with the Contract Documents.

8.4 Joint/Direct Checks. Payments to Contractor may be made by checks payable jointly to Contractor and its employees, agents, subcontractors and suppliers, or any of them, and when in the sole opinion of the Town it is advisable, payments may be made directly to Contractor's subcontractors and any amount so paid shall be deducted from the amounts owed to Contractor under this Contract.

8.5 Payment Not A Waiver. No payment (nor use or occupancy of the Project by the Town) shall be deemed acceptance or approval of the Work or as a waiver of any claims, rights, or remedies of Town.

8.4 Liens and Bond Claims. Contractor shall make all payments, in the time required, of all labor and materials furnished to Contractor in the course of the Work and shall promptly furnish evidence of such payments as Town may require. Contractor shall pay when due all claims arising out of performance of the Work covered by this Contract for which a lien may be filed either against the real estate or leasehold interest of Town, or against payments due from Town to Contractor, or for which a claim may be made against any payment or

performance bond or both. To the fullest extent permitted by law, Contractor agrees that no liens or other claims in the nature of a lien against the real estate, leasehold, or other interest of Town, against payment due from Town to Contractor, or against any payment or performance bond, shall be filed or made in connection with the Work by any party who has supplied professional services, labor, materials, machinery, fixtures, tools, or equipment used in or in connection with the performance of this Contract, and Contractor agrees to remove or to cause to be removed any such liens or claims in the nature of a lien or bond claim within ten (10) days upon receiving notice or obtaining actual knowledge of the existence of such liens or claim. In addition, Contractor agrees to defend, indemnify, and hold harmless Town from and against any and all such liens and claims. This paragraph does not apply to claims and liens of Contractor due to non-payment for work performed.

8.5 Financial Record Keeping and Town's Audit Right.

8.5.1 Records for all Contracts between Town and Contractor shall, upon reasonable notice, be open to inspection and subject to audit, scanning, and/or reproduction during normal business working hours. Town or its designee may conduct such audits or inspections throughout the term of this Contract and for a period of three years after Final Payment or longer if required by law.

8.5.2 Town, its authorized representative, and/or the appropriate agency, reserve the right to audit Contractor's records in compliance with local, state or federal policies, statutes or at Town's discretion, within three (3) years of Final Acceptance of the Work.

SECTION 9 — CHANGES TO THE CONTRACT

9.1 Extra Work/Changes in the Work.

9.1.1 Town reserves the right to make such changes in the plans and specifications for the Work, as it may deem appropriate and any such change as set forth in a written Change Order or Extra Work Order shall be deemed a part of this Contract as if originally incorporated herein.

9.1.2 Contractor shall not be entitled to payment for additional work unless a written Change Order or Extra Work Order, in form and content prescribed by Town, has been executed by Town prior to starting the additional work.

9.1.3 Any agreement which modifies the terms of the Contract (including Change Orders) shall be approved in writing by the Project Manager. Once properly executed by both parties, these modifications to the Contract shall have the same effect as if they had been included in the original Contract.

9.2 Accuracy of Change Order Pricing Information. Signature by the contracting parties shall constitute full accord and satisfaction between Town and Contractor for all costs, damages, and expenses of whatever kind of nature, including delay, impact or acceleration damages, which may be occasioned by a Change Order of other modification of the Contract agreed to in writing.

SECTION 10 — SUSPENSION AND TERMINATION

10.1 Suspension. Town may suspend the Contract and/or Contractor's performance in accordance with MAG Specifications § 105.1.

10.2 Termination by the Town for Cause.

10.2.1 MAG Specifications § 108.11 applies to the Contract.

10.2.2 Town may also terminate the Contract if Town determines, in its sole discretion, that Contractor has:

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- (a) Refused or failed to supply enough properly skilled workers or proper materials;
 - (b) Failed to make payment to Subcontractors for materials or labor in accordance with the respective agreements between Contractor and the Subcontractors;
 - (c) Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
 - (d) Otherwise breached a provision of the Contract Documents or any other contract between Town and Contractor.

10.2.3 When any of the above reasons exist, Town may terminate the Contract, without prejudice to any other rights or remedies of Town, after giving Contractor and Contractors' surety, if any, seven (7) days' prior written notice of Town's intent to terminate the Contract and Contractor's failure to cure any such reasons. Upon such termination, Town may: (1) take possession of the Site and of all materials thereon owned by Contractor; and/or (2) finish the Work by whatever reasonable method Town may deem expedient. When Town terminates the Contract for one of the reasons state above, Contractor shall not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Contract Price, excluding any remaining Contingency existing at the time of such termination exceeds the costs and expenses of finishing the Work and any other damages incurred by Town, such excess shall be paid to Contractor. If such costs, expenses and damages exceed such unpaid balance, Contractor shall pay the difference to Town. This obligation for payment shall survive termination of the Contract.

10.3 Termination by Town for Convenience. Town may also terminate the Contract at any time for its convenience upon seven (7) days written notice to Contractor specifying the termination date. In the event of termination which is not the fault, in whole or in part, of Contractor, Town shall pay to Contractor only such compensation, including reimbursable expenses, due for Work properly performed on the Project prior to the termination date. Upon any termination of the Contract, no further payments shall be due from Town to Contractor.

10.4 A.R.S. § 38-511. The Contract is subject to, and may be terminated by Town in accordance with, the provisions of A.R.S. § 38-511.

10.5 Non-Appropriation. Town is a government agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If Town determines that it does not have funds to meet its obligations under the Contract, Town shall have the right to terminate the Contract without penalty on the last day of the fiscal period for which funds were legally available for the Project.

10.6 Under no circumstances shall Town have any liability for any costs, expenses, overhead, or profits in relation to any work not actually performed, or for any future or anticipated profits, recovery, damages, expenses, or losses.

SECTION 11 — INSURANCE AND BONDS

11.1 Insurance Requirements.

11.1.1 Contractor shall obtain, maintain, and provide verification of insurance coverage set forth in the Town's Insurance Requirements, as modified by any applicable Special Provisions, of the Contract.

11.1.2 Town may, in the Contract Documents, designate additional insured(s) along with Town (and their respective employees, members, representatives, agents and affiliates) on all required insurance

policies, and all coverage applicable to Town under this Section 11.1 and the Insurance Requirements in the Town's Insurance Requirements shall apply to such designated additional insured(s) as well.

11.2.3 Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of this Contract.

11.1.4 Subcontractors. Contractor's certificate(s) shall include all Subcontractors as additional insureds under its policies or Contractor shall furnish to Town separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to the minimum requirements set forth in the Contract Documents, including the Town Insurance Requirements.

11.2 Bonds and Other Performance Security.

11.2.1 Prior to execution of the Contract, Contractor shall provide a Performance Bond and a Payment Bond, each in an amount equal to the full amount of the Contract Price.

11.2.2 Each such bond shall be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the State of Arizona, issued by the Director of the Arizona Department of Insurance. A copy of the Certificate of Authority shall accompany the bonds.

11.2.3 The bonds shall be made payable and be acceptable to Town. The bond forms for the performance and payment bonds shall be in the forms required under A.R.S. § 34-221, *et seq.*

11.2.4 All bonds submitted for this project shall be provided by a company which has been rated AM Best rating of A- or better for the prior four quarters by the latest edition of the 'Results Best's Key Rating Guide (Property/Casualty)' published by the A.M. Best Company.

11.2.5 Personal or individual bonds are not acceptable.

SECTION 12 - INDEMNIFICATION

12.1 To the fullest extent permitted by law, Contractor, its successors and assigns shall defend, indemnify and hold harmless the Town and its agents, representatives, officers, directors, officials and employees from all demands, proceedings, suits, actions, claims, damages, or losses relating to, arising out of, resulting from or alleged to have resulted from the performance of the Work or failure to comply with Contractor's obligations under the Contract Documents or any laws, regulations, or legal requirements. Contractors' duty to defend, indemnify and hold harmless Town and its agents, representatives, officers, directors, officials and employees shall arise in connection with all demands, proceedings, suits, actions, claims, workers' compensation claims, unemployment claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) that are attributable to personal or bodily injury, sickness, disease, death or injury to, impairment or destruction of property including loss of use resulting therefrom, caused by any act or omission of Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

12.2 Contractor shall also defend, indemnify and hold harmless Town, the Contractor, any jurisdiction or agency issuing permits for any work involved in the project and their consultants and each of their directors, officers, employees and agents from and against all losses, expenses, damages (including damages to the work itself), attorney's fees and other costs including costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of the Work and all of Contractor's obligations under the Contract. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

12.3 The indemnified party shall have the right to approve the legal counsel selected by Contractor or the insurer of the liability, which approval shall not be unreasonably withheld.

12.4 The defense, indemnification, hold harmless provisions and Town's Liability Insurance set forth herein shall survive any termination of the Contract.

SECTION 13 — DISPUTE RESOLUTION

13.1 Informal Dispute Resolution. The parties to the Contract agree that time is of the essence in relation to performance of the Contract and completion of the Project, therefore any and all disputes in relation to the Contract will initially be referred to the Project Manager, the Design Professional Representative and/or the Contractor Representative as applicable to the dispute, for immediate resolution. If, after good faith efforts to reach a resolution, none is reached, any party to the dispute may submit the dispute to the Dispute Resolution Representative ("DRR") process set forth below, which is intended to be an expedited process.

13.2 Dispute Resolution Representative (DRR) Process.

13.2.1 The Parties under the Contract agree that all claims and disputes in relation to the Project which are not resolved in the ordinary course of the Project (Claim or Claims) shall, as a prerequisite to any mediation, or litigation of the Claim, first be submitted for resolution between the designated Dispute Resolution Representatives of the Parties as set forth herein (the "DRR Process").

13.2.2 The DRR Process shall be initiated through service of a DRR Notice as set forth below:

(a) for claims by the Contractor or the Design Professional, the DRR Process shall be initiated by the party asserting the claim serving written notice on the Town setting forth in detail: (i) the basis for the claim; (ii) the effect of the Claim upon the construction of, and/or Project Schedule for, the Project; (iii) the specific relief requested, the amount thereof, and how such was calculated; (iv) the parties involved in the Claim, and how they are involved; (v) the specific contract provisions in the Contract Documents (including, if applicable, drawings and specifications) which apply; and (vi) efforts made to date to resolve the Claim.

(b) For claims by the Town, the DRR process will be initiated by the Town providing written notice to the other parties of the basis and amount of its claim, the parties involved in the Claim, and how they are involved, the provisions in the Contract Documents that apply, and the relief requested.

(c) The DRR Notice shall be hand-delivered and e-mailed to the other parties' designated Dispute Resolution Representatives.

13.2.3 The other parties shall respond in writing to the DRR Notice (DRR Response) within ten (10) calendar days of receipt of the DRR Notice, setting forth those items set forth in the DRR Notice that they agree with, dispute, and/or have questions concerning. The DRR Response shall be hand-delivered and e-mailed to the other parties' Dispute Resolution Representatives.

13.2.4 The designated Dispute Resolution Representatives for the Parties to the claim shall then meet as soon as possible and in any event within twenty (20) calendar days of submission of the DRR Notice (regardless of whether a DRR Response has been submitted by all parties involved in the dispute), at a mutually agreed upon time and place, to attempt to resolve the Claim based upon the DRR Notice and DRR Response.

13.2.5 At any time after the first meeting required above, either party may terminate the DRR Process by written notice to the other party.

13.2.6 The parties may agree, in writing, to extend or modify the time limits or other provisions of the DRR process in relation to a specific pending Claim.

13.2.7 Unless otherwise designated in a written notice to the other parties, the Project Manager and the representatives of the Contractor and of the Design Professional shall act as the parties' designated Dispute Resolution Representatives.

13.2.8 If a resolution of the Claim is reached, that resolution shall be set forth in writing and shall be signed by the Parties' designated Dispute Resolution Representative. If the resolution involves a change in any Contract Documents, the Contract Price, the Project Schedule, or any other change requiring a written Change Order or Amendment, the parties shall execute an appropriate written Change Order or Amendment pursuant to the terms of the Contract Documents.

13.3 Mediation.

13.3.1 Unless extended by written agreement of the parties involved in the dispute, any Claim not resolved through the DRR process set forth above within five (5) calendar days after the meeting required under B (4) above, or after the DRR is terminated pursuant to ¶ B(5) above, whichever is earlier, shall be submitted to mediation as a condition precedent to litigation by either party.

13.3.2 The mediation shall be commenced by written demand upon the other party for mediation. If the parties cannot agree upon a mediator within ten (10) calendar days of the written demand, either party may make a request to the Civil Presiding Judge of the Pinal County Superior Court to appoint a mediator. The mediation shall occur within forth (40) calendar days of the written demand for mediation, unless the parties agree, in writing, to a longer period of time.

13.3.3 The qualifications for the mediator shall be that they be: (a) an experienced mediator, arbitrator or litigator of construction disputes; and (b) having engaged a significant portion of their time involving and/or resolving construction disputes for at least the past five (5) years.

13.3.4 Each party shall provide to the other party and the mediator all of the information and documentation required under B(1) and (2) above, together with any additional information and documentation which the party believes relevant. In addition, the parties shall exchange, and provide to the mediator such additional memoranda, information and/or documentation, as the mediator may request, and in the form and at such times, as the mediator may direct.

13.3.5 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Mesa, Arizona, unless another location is mutually agreed upon. Agreements reached in mediation shall be specifically enforceable in any court having jurisdiction thereof.

13.4 Arbitration.

13.4.1 If the mediation is unsuccessful, the parties shall submit the dispute and/or claim to be resolved through binding arbitration conducted according to the then current Construction Industry Arbitration Rules of the AAA, but not administrated or conducted by the AAA, which arbitration shall be held in Pinal County, Arizona, utilizing a single arbitrator selected by the parties, unless the parties agree, in writing, to an alternative arbitration procedure.

13.4.2 If: (a) the parties cannot agree on a single arbitrator within two (2) weeks of the demand for arbitration; or (b) the parties at any time prior to the arbitrator being appointed and the arbitrator has accepted the appointment, cannot agree upon any significant aspect of the arbitration, not already addressed herein, either party may submit the Claim directly to the AAA to select the Arbitrator, and thereafter the arbitration shall be administered by the AAA.

13.4.3 The arbitrator shall be an attorney with at least fifteen (15) years of experience in construction related practice, and whose practice, for at least the last five (5) years, consists of at least 50% construction law.

13.4.4 At the request of either party, the arbitration may include as parties, through joinder, consolidation or otherwise, additional persons or entities involved in the Project, involving claims and/or disputes with common issues and/or facts. The arbitrator shall promptly rule upon any request for joinder or consolidation.

13.4.5 In relation to claims in which the amount in controversy is less than \$250,000, no discovery other than exchange of documents, designation of witnesses and detailed disclosure of claims and defenses (including specifically a detailed basis for calculating all claims), and no more than 3 depositions and 1 expert per side, shall be allowed, subject to disclosure of such other information as approved by the arbitrator. Otherwise, discovery shall be allowed and/or limited as decided by the arbitrator.

13.4.6 The prevailing party in any arbitration or court proceeding under this Agreement shall be entitled to an award of its attorneys' fees, costs, and expenses (including expert witness fees) incurred.

13.4.7 A demand for arbitration shall be made within the time limits specified in the Contract Documents as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.

13.4.8 The Parties agree to participate as a party, by joinder and/or consolidation, in any arbitration, litigation, or other dispute resolution involving as an issue, claim, or defense, any action, inaction, or service provided under this Contract or in relation to the Project or the Work, or any defect or deficiency in the Work.

13.4.9 The party filing a notice of demand for arbitration, or a counterclaim, must assert in the demand or counterclaim all Claims then known to that party on which arbitration is permitted to be demanded.

13.4.10 Any award by the arbitrator shall not include any consequential or punitive damages.

13.4.11 The award entered by the arbitrator shall be a reasoned award.

13.4.12 The award entered by the arbitrator shall be final and judgment may be entered thereon in the Arizona Superior Court.

SECTION 14 — MISCELLANEOUS PROVISIONS

14.1 Assignment. Neither Contractor nor Town shall, without the written consent of the other assign, transfer or sublet any portion of this Agreement or part of the Work or the obligations required by the Contract Documents, any such assignment will be void, will transfer no rights to the purported assignee, and would be a material breach of the Contract.

14.2 Governing Law and Venue. In the performance of the Contract, Contractor shall abide by and conform to any and all laws of the United States, State of Arizona, Pinal County, and the Town, including but not limited to federal and state executive orders providing for equal opportunities, the Federal Occupational Safety and Health Act and any other federal, state, county or local laws applicable to the Contract. This Contract shall be governed by and construed in accordance with the substantive laws of the State of Arizona, without reference to conflict of laws and principles. Exclusive jurisdiction and venue for any action brought to enforce or construe any

provision of this Contract shall be proper in the Superior Court of Pinal County, Arizona and both parties consent to jurisdiction and venue in such court for such purposes.

14.3 Survival. All warranties, representations and indemnifications by Contractor shall survive the completion or termination of this Agreement.

14.4 No Waiver. The failure of either party to enforce any of the provisions of the Contract Documents or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of the Contract Documents or any part thereof, or the right of either party to thereafter enforce each and every provision.

14.5 Project Communications.

14.5.1 All communications concerning the performance of the Work or the Project shall be provided to the designated Project Manager and Contractor's Representative set forth in Article 1 of the Contract.

14.5.2 Project communications may be exchanged by e-mail upon the written agreement of the Project Manager and Contractor Representative, but e-mail communications are not binding upon Town and cannot change the terms of the Contract or the scope of work, or effectuate any change that requires a written change order. The use of e-mails is for information only, and e-mails will have no legal or binding effect.

TOWN REVISIONS TO MAG SPECIFICATIONS

- 1. Adoption of the MAG Specifications:** The Uniform Specifications for Public Works Construction issued by the Maricopa Association of Governments (“MAG Specifications”) have been adopted by the Town and shall apply to the Work, to the extent applicable. In addition, to the extent the Town has adopted its own Town Specifications, and/or Supplements and/or Modifications to the MAG Specifications (collectively the “Town Specifications”), those Town Specifications shall apply to the Work when and where appropriate and Contractor shall fully comply therewith. Any questions or concerns the applicability of any specific MAG or Town Specification to the Work shall be directed in writing to the Project Manager.

- 2. ITB, Contract, General Provisions, Special Provisions, and/or Specifications for the Project:** To the extent there is any conflict between: (i) the ITB, the Contract, the General Provisions to the Contract, the Special Provisions, and/or the Specifications for the Project; and (ii) the MAG Specifications as amended by the Town, the specific provision applicable to the Project set forth in the Contract Documents enumerated in (i) prevail.

- 3. Specific Revisions to MAG Specifications:** The following special provisions modify the sections of the MAG Specifications.

Section 102.3 INTERPRETATION OF QUANTITIES IN PROPOSAL

Add the following at the end of the section:

Notwithstanding any other provision in the Contract Documents, Contractor shall not be entitled to increase the unit prices on any basis, including increases, decreases or reallocation of any quantities, no matter what the quantum of the increase, decrease or reallocation may be.

Section 102.12 DISQUALIFICATION OF BIDDERS

Add a new paragraph (C), to read as follows:

(C) Submission of any unit prices in the bid proposal which are unbalanced, either above or below the amount of a reasonable bid price as determined by the Town Engineer, to the potential detriment of Town.

Section 104.2 ALTERATION OF WORK

Delete the second paragraph in Section 104.2.1 in total, and replace with the following:

No payment will be made for any changes in the Work, whether initiated by the Town, the Engineer, or Contractor, unless and until a written change order has been fully executed and approved by the Town.

Delete Section 104.2.2 in its entirety.

In Section 104.2.3, delete the following from the first paragraph in Section 104.2.3:

“and payment will be made in accordance with the provisions set forth in Section 109.”

Section 105.4 COORDINATION OF PLANS AND SPECIFICATIONS

Add the following:

For any apparent error or omission in the plans and specifications, such corrections by the Town Engineer may include adjustments in units, quantities and unit prices.

Section 108.1 NOTICE TO PROCEED

Add the following subsection:

(C) Work shall not start until the contract has been executed by both the Contractor and the Town. The Contractor shall begin work as soon as practical after the starting date specified in the Notice to Proceed. All

work under the contract shall be completed within the number of calendar days stated in the proposal, plus extensions, beginning the day following the starting date specified in the Notice to Proceed.

Section 108.11 TERMINATION OF CONTRACT

Add the following at the end of the first paragraph:

The Town may also terminate the Contract for its convenience without cause. Contractor shall only be entitled to payment for the actual costs of Work actually completed as of the date of termination, and no payment shall be due or made for any anticipated costs, profits, overhead or other costs not actually incurred, and no payment shall be paid for idle time or labor cost, legal or accounting charges, claim preparation charges, subcontractor costs, lost profits, general conditions or overhead, bidding and/or project investigation costs, acceleration or efficiency claims, or any other additional expense or claim related to the termination.

Section 109.4 COMPENSATION FOR ALTERATION OF WORK

Before Section 109.4.1, add the following:

Any deduction or increase in the Contract Price must be supported by a signed, written change order fully executed by the Town, and supported by such backup as the Engineer, Project Manager, and the Town may require. No adjustments in any unit prices will be allowed.

Delete Sections 109.4.1(A) and (B) and 109.4.2(A) in their entirety.

Section 109.9 DOLLAR AMOUNT OF MAJOR ITEM

Delete in its entirety.

Section 110 NOTIFICATION OF CHANGED CONDITIONS AND DISPUTE RESOLUTION

Delete the entire section and replace with the following:

All claims and disputes shall be resolved pursuant to § 13 of the General Conditions.

INSURANCE REQUIREMENTS

1. **Contractor's Obligation:** Contractor shall secure and maintain, at his or her own expense, until completion of the contract, general liability and property insurance as shall protect Contractor and the Town from claims for bodily injury, personal injury, and property damage which may arise because of the nature of the work or from operations under this contract. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
2. **General Liability Coverage:** Contractor shall have general liability coverage on a per project basis, per occurrence, and in comprehensive form. General liability coverage shall include Products/Completed Operations, Explosion, Underground and Collapse Hazard, Premises, Operations, Contractual, Independent Contractors, Broad Form Property Damage and Personal Injury.
3. **Coverage Amounts:** Contractor shall provide general liability and excess general liability coverage in the following amounts, at a minimum:

Employer's Liability	\$500,000-\$1,000,000
-----------------------------	-----------------------

Contractors General Liability

a. General Aggregate	\$2,000,000
b. Products – Completed Operations Aggregate	\$2,000,000
c. Personal and Advertising Injury	\$2,000,000
d. Each Occurrence (Bodily Injury and Property Damage)	\$2,000,000
e. Excess or Umbrella Liability	
1.) General Aggregate per job	\$3,000,000
per policy year	\$5,000,000
2.) Each Occurrence per job	\$3,000,000
per policy year	\$5,000,000

Automobile Liability

a. Bodily Injury:	
Each Person	\$1,000,000
Each Accident	\$1,000,000
b. Property Damage	
Each Accident	\$1,000,000
c. Combined Single Limit	\$1,000,000

Contractual Liability

a. Bodily Injury:	
Each Accident	\$2,000,000
Annual Aggregate	\$2,000,000
b. Property Damage:	
Each Accident	\$2,000,000
Annual Aggregate	\$2,000,000
Each Accident	\$2,000,000
Annual Aggregate	\$2,000,000

Workman's Compensation

a. Bodily Injury by Accident each accident	\$1,000,000
b. Bodily Injury by Disease each employee	\$1,000,000
c. Bodily Injury by Disease policy limit	\$1,000,000

4. **Additional Provisions:**

- A. **Additional Insured:** Contractor shall name the Town of Florence as an "Additional Insured" on all insurance policies, except Worker's Compensation, and this shall be reflected on the Certificate(s) of Insurance.
- B. **Cancellation Notice of Material Change of Coverage:** Contractors' required insurance shall be endorsed to provide that the policy(ies) will not be canceled, reduced, discontinued, or otherwise materially altered during the period of performance without thirty (30) days prior written notice to the Town of Florence.
- C. **Certificate(s) of Insurance:** Prior to commencing work under each contract or subcontract, Certificates of Insurance shall be submitted and approved by the Town. Contractor is responsible for obtaining Certificates of Insurance establishing that Contractor and all subcontractors have complied with insurance requirements previously stated. Copies of Certificate(s) of Insurance shall be forwarded to the Risk Manager for review and filing. Failure of Town to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Town to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Town shall have the right, but not the obligation, to prohibit Contractor or any of its subcontractors from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Town.
- D. **Rating of Insurance Company(ies):** Any and all insurance company(ies) supplying coverage to Contractor must have no less than an "A" rating in accordance with the A.M. Best rating guide.
- E. **Deductible:** Contractor shall be responsible to satisfy any deductible or self-insured retention with respect to any of the coverages required by the Contract Documents.
- F. **Rental Equipment:** In the event that rental of equipment is undertaken to complete and/or perform the Work, Contractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.
- G. **Personal Property:** In the event that materials or any other type of personal property ("personal property") is acquired for the Project or delivered to the Project site, Contractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons. Contractor shall maintain "all risk" insurance, on a replacement cost basis, covering loss or damage to personal property (for which it has title and/or risk of loss) which is to become a final part of the Project, during any time such personal property is in transit and while stored or worked upon away from the Project site. Town shall be named as additional insured under such insurance.
- H. **Waiver of Subrogation:** Town and Contractor waive all rights against each other and Architect/Engineer, and separate contractors for damages caused by fire or other perils covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance.
- I. **Right to Require Higher Limits:** Town reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Town's opinion, operations by or on behalf of Contractor create higher than normal hazards and, to require Contractor to name additional parties in interest to be Additional Insureds.

-
- J. Waiver of Requirements: The Town Manager, in consultation with the Risk Manager and/or Town Attorney, reserves the right to waive or reduce insurance requirements should it be in the best interest of the Town.

SPECIAL PROVISIONS LIST

The Plans, Details, Specifications and any other Special Provisions applicable to the Project (Special Provisions) are listed below and attached hereto as Attachment 1.

List of Special Provisions: {To be inserted by Project Manager}

Plans: Per Attachment 1 attached hereto.

Details: Per Attachment 1 attached hereto.

Specifications: Per Attachment 1 attached hereto.

Other Special Provisions: Per Attachment 1 attached hereto.

BID SCHEDULE

TOWN OF FLORENCE Main Street Extension Temporary Access Roadway
PROJECT #: T-13

THIS BID IS SUBMITTED BY:

Visus Engineering Construction Inc.
a(n) Arizona Corporation (Corporaiton, Limited Liability Company,
Partnership, Joint Venture, Sole Proprietorship, Individual), holder of an Arizona Registrar of Contractor's license:
ROC# 250596, classification K14

Allen NAME CEO TITLE 4-3-15 DATE

(Failure to fill in the information above, regarding the Bidder being a holder of Arizona State Contractor's License is grounds for rejection of the bid.)

The undersigned Bidder, having examined and determined the scope of the Contract Documents, hereby proposes to perform the work described herein for the following unit prices or lump sum amounts:

ACKNOWLEDGEMENT OF ADDENDA

Vibus Engineering Construction Inc acknowledges that it has received the following addenda:
(Contractor)

1
(Addendum #)

4-1-15
(Date)

Date: 4-3-15

[Signature]
(Signature)

CEO
(Title)

LIST OF SUBCONTRACTORS

The following information gives the name, business address, and portion of WORK (description of WORK to be done) for each SUBCONTRACTOR that WILL be used in the WORK if the BIDDER is awarded the CONTRACT. No SUBCONTRACTOR doing WORK in excess of Ten Thousand Dollars (\$10,000.00) and who is not listed SHALL be used without the written approval of the OWNER which SHALL not be unreasonably withheld. (Additional supporting data MAY be attached to this page. Each page SHALL be sequentially numbered and headed "Proposed Subcontractors" and SHALL be signed.) Substitutions of SUBCONTRACTORS MAY be made by the BIDDER so long as all SUBCONTRACTORS used meet all requirements for SUBCONTRACTORS and all subcontract agreements meet all requirements for sub-agreements and lower tier agreements as set forth in the CONTRACT DOCUMENTS.

Name	Business Address	Description of Work
<i>none</i>		

Statutory Bid Bond

STATUTORY BID BOND
PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 1 OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS:

That Visus Engineering Construction, Inc. (hereafter "Principal"),
as Principal, and Merchants Bonding Company (Mutual) corporation organized and existing under the
laws of the State of Iowa, with its principal offices in the City of Des Moines
(hereafter "Surety"), as Surety, are held and firmly bound unto the
Town of Florence (hereafter "Obligee"), in
the amount of Ten Percent of the Bid Amount (Dollars)
(\$ 10% of Bid Amount), for the payment whereof, the said Principal and Surety bind themselves,
and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Main St. Extension Temporary Access

NOW, THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of the proposal and give bonds and certificates of insurance as specified in the standard specifications with good and sufficient surety for the faithful performance of the contract and for prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the bonds and certificates of insurance if the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

Witness our hands this 6th day of April, 2015.

Visus Engineering Construction, Inc.

SEAL ^{PRINCIPAL}
Allen - CEO
BY: Jerry A. Kell
Merchants Bonding Company (Mutual)

^{SURETY}
BY: Jeri Lynn Thompson
The Mahoney Group Jeri Lynn Thompson, Attorney-in-Fact
AGENCY OF RECORD

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Carolyn Sinti; David J Hickman; Dawn Fykes; Drew A Newton; Jeri Lynn Thompson; John Robert McEvoy; Leon B Byrd Jr; Maria R Lucero; Michael J Mesenbrink; Miriam Christensen

of Phoenix and State of Arizona their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

EIGHT MILLION (\$8,000,000.00) DOLLARS

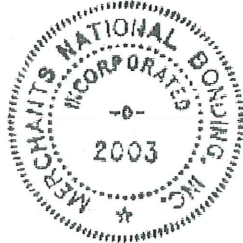
and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 13th day of August, 2014.



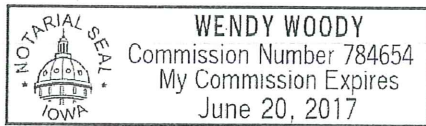
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 13th day of August, 2014, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Wendy Woody

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 6th day of April, 2015.



William Warner Jr.
Secretary

RESOLUTION OF BOARD OF DIRECTORS

CERTIFIED COPY OF RESOLUTION OF
BOARD OF DIRECTORS OF

Visus Engineering Construction Inc
(Name of Corporation)

RESOLVED that Jeffrey A. Kerr CEO of
(Person Authorized to Sign) (Title)

Visus Engineering Construction Inc. ("Corporation") is authorized to sign and submit
the bid or proposal of this corporation for the following project:

TOWN OF FLORENCE: TOWN OF FLORENCE WELL #2

The foregoing is a true and correct copy of the resolution adopted by the Corporation at the
meeting of its Board of Directors held on the 3 day of April, 2015.

By Allen - CEO
Jeffrey A. Kerr
Title CEO

(SEAL)

(THIS FORM MUST BE COMPLETED IF BIDDER IS A CORPORATION)

NON-COLLUSIVE BIDDING CERTIFICATION

STATE OF)
) SS.
COUNTY OF)

Jeffrey A. Kerr of the City/Town of Mesa, in the County of Maricopa and the State of Arizona, of full age, being duly sworn according to the law of my oath depose and say that:

I am Jeffrey A. Kerr a CEO of the firm of Visus Engineering Construction Inc. the Bidder making the Bid for the Town of Florence Project Main St. Ext. Temp. Access Rd and that I executed the said Bid with full authority to do so; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Project; and that all statements contained in said Bid and in this affidavit are true and correct, and made with full knowledge that the Town of Florence relies upon the truth of the statements contained in said Bid and in the statements contained in this affidavit in awarding the Contract for the said Project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement of understanding, for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established commercial or selling agencies maintained by;

[Handwritten Signature]
(Signature of Bidder)

Jeffrey A. Kerr
(Printed or Typed Name of Bidder)

(Seal of Corporation)

Sworn to before me this 3 day of April, 2015, in the County of Maricopa, State of Arizona.



[Handwritten Signature]
(Notary Public)

W-9 FORM

**Request for Taxpayer
 Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return): Wus Engineering Construction Inc
 Business name, if different from above

Check appropriate box: Individual Sole proprietor Corporation Partnership Other Exempt from backup withholding

Address (number, street, and apt. or suite no.): 183 N Rochester
 City, state, and ZIP code: Mesa AZ 85205
 Lim account numbers (none optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individual, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 5. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 5. Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number: _____
 or
 Employer identification number: 0511210414

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here: _____ Signature of U.S. person: [Signature] Date: 4/3/15

Purpose of Form
 A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States.
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-5(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity.

PHOENIX 55462-3 203647v1

ATTACHMENT #1

PLANS AND TECHNICAL SPECIFICATIONS



ADDENDUM #1

TO: All Registered Bidders
FROM: Jared F. Baxter, P.E.
DATE: April 1, 2015
RE: TOF-Main Street Extension- Bid Questions

1. *Are we performing the earthwork for this project?*

The TOF has prepared the subgrade for this project. No additional earthwork is anticipated.

2. *If we are performing the earthwork can a bid item be added for earthwork or subgrade prep?*

The TOF has prepared the subgrade for this project. No additional earthwork is anticipated.

3. *Does the pipe require ABC backfill since it is a temporary road way?*

The pipe will need to be installed per the MAG specs.

4. *Who performs quality control testing and Quality Assurance?*

QA / QC will be the winning contractor's responsibility for the project. The TOF will have field inspectors onsite to verify correct placement of all bid items per specs and requirements.

5. *Who performs the Survey?*

The TOF is responsible for the construction survey. The TOF will coordinate with the winning contractor for the construction survey. It is anticipated that the base material will be staked (blue topped) to verify the proper base material is placed.

6. *If earthwork is to be done by contractor can we generate enough material to cover the site short fall from the parkway area to reduce cost?*

The TOF has prepared the subgrade for this project. No additional earthwork is anticipated.



7. *Who is handling traffic control since there is no bid item?*

Traffic control will be the responsibility of the winning contractor. This item has been added to the bid schedule.

8. *Is there a specific specification as to the type of Geo Grid to utilize as the spec is vague.*

A specific Geogrid spec is "Macgrid EG11 Biaxial Geogrid" as noted on the bid schedule. The specific spec has been added to this addendum.

9. *Also who does the clearing and grubbing?*

The TOF has prepared the subgrade for this project. Additional clearing and grubbing is not anticipated.

10. *Looks like all the earthwork for the project is complete. Will the contractor be required to rip and compact the subgrade prior to the grid/abc placement?*

The subgrade has been prepped and verified for both compaction and grade the last week of March. It is not anticipated that additional subgrade preparation will be necessary prior to placement of the ABC/Geogrid. The contractor should field verify prior to bid submittal.

11. *Are there thickened edges to be installed? The plans do not denote any.*

Thickened asphalt edges are not a requirement of this project.

12. *Once the paving is complete are we required to dress the edges up or will this be done by the earthwork contractor?*

The unpaved shoulders of the roadway shall be dress/graded and brought to the same level of the asphalt

13. *Is all the pipe installed or will it be installed before we mobilize?*

The winning bidder is required to place the pipe as part of the project.

14. *Who will do the testing on the ABC/AC?*

The winning bidder is responsible for submitting of material specs for approval prior of placement. The winning bidder is also responsible for the testing of the placed material. Testing results will be submitted to the TOF for approval.



15. *Will striping need to be included for the Florence Main Street Extension? If so, could you please revised the bid tab?*

Striping will be included as part of this project. It has been added to the revised bid schedule.

16. *If excess material is generated during grading operation, is there a place to stockpile material or will the contractor need to figuring hauling off.*

Excess material not use as part of this project will need to be removed at project completion. A temporary stock pile area during the construction of the project can be coordinated with the TOF and winning bidder.

17. *If the project requires material is there a material stockpile that can be taken from or will the contractor need to figure importing from a source?*

The subgrade has been prepped and verified for both compaction and the last week of March. It is not anticipated that additional subgrade preparation will be necessary prior to placement of the ABC/Geogrid. The contractor should field verify prior to bid submittal.

MACGRID® EG11
BIAXIAL GEOGRID

Product Description

MacGrid® EG11 geogrid is composed of one layer of high strength extruded biaxial oriented polypropylene. MacGrid® EG11 distributes applied loads and prevents localized shear failure. **Typical applications:** soft soil stabilization; base reinforcement; embankments over weak soils; working platforms; haul roads.

MATERIALS CHARACTERISTICS	UNITS	DATA		
Polymer Type		Polypropylene		
TECHNICAL CHARACTERISTICS		MACGRID® EG11		NOTES
Index Properties:		MD	XMD	1
Aperture Size	mm (in)	25 (1.0)	33 (1.3)	2
Percent of Open Area	%	70		3
Minimum Rib Thickness	mm (in)	0.76 (0.03)	0.76 (0.03)	2
Ultimate Tensile Strength	lb/ft (kN/m)	850 (12.4)	1,300 (19.0)	4
Tensile Strength @ 2% Strain	lb/ft (kN/m)	280 (4.1)	450 (6.6)	4
Tensile Strength @ 5% Strain	lb/ft (kN/m)	580 (8.5)	920 (13.4)	4
Structural Integrity:				
Junction Efficiency	%	93		5
Aperture Stability	m-N/de	0.32		7
Flexural Stiffness	mg-cm	250,000		6
Durability:				
Resistance to Installation Damage	%SC/%SW/%GP	95 / 93 / 90		8
Resistance to Long Term Degradation	%	100		9
Resistance to UV Degradation	%	100		10
DIMENSIONAL CHARACTERISTICS	UNIT	MACGRID® EG11		NOTES
Roll Dimensions (Width x Length)	ft x ft (m x m)	9.8 x246 (3.0x75) or 13.1x246 (4.0x75)		
Roll Area	yd2 (m2)	267.9 (225) or 358 (300)		
Typical Truckload Quantity	Rolls	185-250		

- Notes
1. Unless indicated otherwise, values shown are minimum average roll values determined in accordance with ASTM D4759-02. Brief descriptions of test procedures are given in the following notes.
 2. Nominal dimensions.
 3. True resistance to elongation when initially subjected to a load determined in accordance with ASTM D6637-01 without deforming test materials under load before measuring such resistance or employing "secant" or "offset" tangent methods of measurement so as to overstate tensile properties.
 4. Load transfer capability determined in accordance with GRI-GG2-05 and expressed as a percentage of ultimate tensile strength.
 5. Resistance to bending force determined in accordance with ASTM D5732-01, using specimens of width two ribs wide, with transverse ribs cut flush with exterior edges of longitudinal ribs (as a "ladder"), and of length sufficiently long to enable measurement of the overhang dimension. The overall Flexural Stiffness is calculated as the square root of the product of MD and XMD Flexural Stiffness values.
 6. Resistance to in-plane rotational movement measured by applying a 20 kg-cm (2 m-N) moment to the central junction of a 9 inch x 9 inch specimen restrained at its perimeter in accordance with U.S. Army Corps of Engineers Methodology for measurement of Torsional Rigidity.
 7. Resistance to loss of load capacity or structural integrity when subjected to mechanical installation stress in clayey sand (SC), well graded sand (SW), and crushed stone classified as poorly graded gravel (GP). The geogrid shall be sampled in accordance with ASTM D5818-06 and load capacity shall be determined in accordance with ASTM D6637-01.


Maccaferri reserves the right to amend product specifications without notice and specifiers are requested to check as to the validity of the specifications



www.maccaferri-usa.com

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10303 Governor Lane Boulevard
Williamsport, MD 21795-3116
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Fax: 301-223-4590
email: info@maccaferri-usa.com

Area Offices:
AZ, Phoenix NJ, Iselin TN, Chattanooga
CA, Sacramento NM, Albuquerque TX, Lewisville
FL, Coral Gables OH, Westerville WA, Seattle
MD, Williamsport PR, Caguas

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 10e.
MEETING DATE: April 20, 2015 DEPARTMENT: Utilities Department STAFF PRESENTER: John V. Mitchell, Utilities Director SUBJECT: Award of Contract to McCain Construction for Construction of the Well #4 to Well #5 Transmission Main Project		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <ul style="list-style-type: none"> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Motion to award a contract to McCain Construction, in an amount not to exceed \$683,594.

BACKGROUND/DISCUSSION:

The Well #4 to Well #5 Transmission Main Project has been designed to enhance water supply and availability to downtown Florence by providing a direct line between the new Well #3 to the Well #5 reservoir. This project is a precursor to future improvements to the Well #5 booster pump station and reservoir.

The project was slated for construction for the May/June timeframe to minimize disruptions to winter visitors.

The project was advertised and bids were opened on April 7, 2015; 13 companies bid the project and prices ranged from a low of \$539,296.66 to a high of \$940,614.15. The apparent lowest bidder, Tee Pee Construction, requested that their bid be pulled due to costs omitted from their bid. The next lowest bidder was McCain Construction with a bid of \$683, 549.00. McCain Construction has been determined to be the lowest responsive and responsible bidder.

FINANCIAL IMPACT:

The current budget provides funding for this project (CIP WU-69).

STAFF RECOMMENDATION:

Staff recommends an award to McCain Construction for the construction of the Well #4 to Well #5 Transmission Main Project and authorize the Mayor to execute the contract documents on behalf of the Town.

ATTACHMENTS:

Bid tabulation sheet
McCain Bid
Contract Documents

**Town of Florence
Bid Tabulation Sheet**

Maria Hernandez

Verbal (only allowed when \$5,000 or less) Date Prepared: March 30, 2015
 Written/Fax (mandatory when over \$5,000; attach bids) Prepared By: Maria Hernandez, Deputy Town Clerk
 Formal Sealed Bid: # Title: Well # 4 to Well # 5 Transmission Main Bid Due Date: April 7, 2015 Bid Due Time: 3:00 pm

Item (include quality, brand, model, color)

Vendor name Contact Person	Bid Schedule	Acknowledge Addendum #1	List of Subcontractors	Statutory Bid Bond	Resolution of Board	Non-Collusive Certification	W-9	Base Bid		Comments
1 Talis Constuction Corporation	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Base Bid	\$861,839.58	1 original
2342 S. McClintock Dr.								Alternate #1	\$4,500.00	3 incomplete copies
Florence AZ 85282								Total	\$866,339.58	
PH #										
2 McCain Construction	Yes	Yes	Yes	Yes	Not completed	Yes	Yes	Base Bid	\$676,999.00	1 original
3120 W. Carefree Highway								Alternate #1	\$6,595.00	0 copies
Phoenix AZ 85086								Total	\$683,594.00	
PH # 623-465-1151										
3 T & T Construction, Inc.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Base Bid	\$785,045.35	1 original
P O Box 17948								Alternate #1	\$5,150.00	3 copies
Fountain Hills AZ 85269-7948								Total	\$790,195.35	
PH #										
4 Sunland Asphalt	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Base Bid	\$790,778.00	1 original
3002 S. Priest Dr.								Alternate #1	\$4,000.00	3 incomplete copies
Tempe AZ 85282								Total	\$794,778.00	
PH # 602-288-4667										
5 Degan Construction, LLC	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Base Bid	\$752,257.00	1 original
1402 N. 24th Avenue								Alternate #1	\$3,298.00	0 copies
Phoenix AZ 85009								Total	\$755,555.00	
PH #										
6 Team Fishel	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Base Bid	\$908,142.00	1 original
1819 S. 27th Avenue								Alternate #1	\$4,500.00	0 copies
Phoenix AZ 85009								Total	\$912,642.00	
PH #										
7 Sellers & Sons Inc.	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Base Bid	\$726,410.75	1 original
P O Box 1177								Alternate #1	\$4,000.00	3 copies
Avondale AZ 85323								Total	\$730,410.75	
PH #										

Vendor name Contact Person	Bid Schedule	Acknowledge Addendum #1	List of Subcontractors	Statutory Bid Bond	Resolution of Board	Non-Collusive Certification	W-9	Base Bid		Comments	
8 Kincaid Civil Construction, LLC P O Box 20253 Mesa AZ 85277-0253 PH #	Yes	Yes	Yes	Yes	Not Completed	Yes	Yes	Base Bid	\$732,579.00	1 original	
Alternate #1								\$3,000.00	3 incomplete copies		
Total								\$735,579.00			
9 RK Sanders 3028 W. Lincoln St. Phoenix AZ 85009 PH # 602-233-0808	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Base Bid	\$940,614.15	1 original	
Alternate #1								\$3,500.00	0 copies		
Total								\$944,114.15			
10 Redpoint 39506 N. Daisy Mountian Dr. # 122 Phoenix AZ 85086 PH # 602-792-0013	Yes	Yes	Yes	Yes	Yes	different from form provided	Yes	Yes	Base Bid	did not complete	1 original
Alternate #1									\$6,500.00	2 copies	
Total									\$787,078.00	Total is listed as \$784,078.00 on the two opies	
11 Standard Construction Company, Inc. 810 E. Western Ave. Avondale AZ 85323 PH # 623-583-9500	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Base Bid	\$850,656.00	1 original	
Alternate #1								\$6,000.00	3 copies		
Total								\$856,656.00			
12 Hunter's Contracting Co. 701 N. Cooper Road Gilbert AZ 85233 PH # 480-892-0521	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Base Bid	\$852,910.42	1 original	
Alternate #1								\$3,500.00	2 copies		
Total								\$856,410.42			
13 Tee Pee Contractors, Inc. 3095 N. Lear Ave. Casa Grande AZ 85122 PH #	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Base Bid	\$534,696.66	1 original; 0 copies;	
Alternate #1								\$4,600.00	Submitted a total of 3 bid		
Total								\$539,296.66	schedules; 2 were the same &		
									1 had a total of \$53,469.66		

Attach additional page(s), if necessary

Vendor Selected MCCAIN CONST.

Address _____

Justification (if not lowest price) _____

Department Head Approval _____

Date: 4/14/2015

Finance Director Approval _____

Date: 4/15/15

Town Manager Approval _____

Date: 4/15/2015

*If over \$10,000, must go to Town Council for approval.

Attach this approved for to purchase request with written quotes, if applicable.

ARIZONA STATUTORY BID BOND FOR CONSTRUCTION
PURSUANT TO TITLES 28, 34 AND 41, ARIZONA REVISED STATUTES
(Penalty of this bond must not be less than be 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS THAT: McCain Construction (hereinafter "Principal"), as Principal, and Contractors Bonding and Insurance Company (hereinafter "Surety"), a corporation organized and existing under the laws of the State of Washington with its principal offices in the City of Peoria, Illinois holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto Town of Florence, Az, hereinafter "Obligee"), in the sum of Ten Percent of Amount Bid (10% amount Bid) bid of the principal, submitted by Principal to the Obligee for the work described below, for the payment of which sum, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for _____
Town of Florence Well#4 to Well #5 Transmission Main
Project No: WU-69

NOW, THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of the proposal and give the bonds and certificates of insurance as specified in the standard specifications or Contract Documents with good and sufficient surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the bonds and certificates of insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of that section to the extent as if it were copied at length herein.

Witness our hands this 7th day of April 2015.

McCain Construction
PRINCIPAL SEAL

By: Robert L. Elb
Title: CHIEF ESTIMATOR

Contractors Bonding and Insurance Company
SURETY SEAL

By: Jessika Gulliver
Attorney-In-Fact

USI Insurance Services, LLC
AGENCY OF RECORD

2201 E. Camelback Rd Ste 220A Phx., Az 85016
AGENCY ADDRESS

Arizona Resident Agent



Contractors Bonding and Insurance Company
3101 Western Ave., Suite 300
Seattle, WA 98121

POWER OF ATTORNEY

Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **Contractors Bonding and Insurance Company**, a Washington corporation, does hereby make, constitute and appoint:
Jorge L. Mendez, Melanie L. Warnock, Jessika Gulliver, jointly or severally.

in the City of Phoenix, State of Arizona its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million and 00/100 Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **Contractors Bonding and Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **Contractors Bonding and Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, the **Contractors Bonding and Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 24th day of April, 2013.



Contractors Bonding and Insurance Company

Roy C. Die Vice President

State of Washington }
County of King } SS

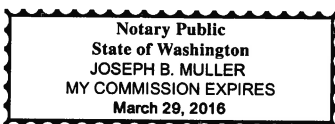
CERTIFICATE

On this 24th day of April, 2013, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **Contractors Bonding and Insurance Company**, a stock corporation of the State of Washington, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **Contractors Bonding and Insurance Company** this 7th day of April, 2015.

Joseph B. Muller
Joseph B. Muller Notary Public

Contractors Bonding and Insurance Company
Roy C. Die Vice President



BID SUBMITTAL CHECKLIST

It is the Bidder's responsibility to be thoroughly familiar with all requirements and specifications. The following checklist is provided as a courtesy only, and is not binding upon the Town nor does it modify, in any way, the terms or requirements of this ITB, any applicable statutes, rules, regulations, or the Town's purchasing policies.

- 1. The Bid Schedule has been signed by an authorized representative of the firm. Unsigned bids will not be considered.
- 2. The Bid Schedule has been fully completed, including prices offered (including any alternatives) have been fully filled in and reviewed for accuracy.
- 3. Any addenda have been reviewed and acknowledged on the form included in the ITB. It is the Bidder's responsibility to obtain all addenda relevant to this solicitation via the Issuing Office or other means.
- 4. The List of Subcontractors has been fully completed and executed by Bidder and reviewed for accuracy.
- 5. Bidder has reviewed all instructions, terms and conditions, and specifications to ensure your response fully complies.
- 6. Any required samples, descriptive literature, or enclosures have been included, if applicable. (Identify samples with Bidder's name and solicitation number.)
- 7. The bid package and/or envelope have been identified with Bidder's name, ITB number and ITB title.
- 8. The specified number of copies of Bidder's response has been included if more than one (1) copy is required.
- 9. Insurance requirements have been reviewed and can be fully complied with.
- 10. Bid Bond has been fully executed by Bidder and appropriate Surety and is included.
- 11. The Resolution of Board of Directors for corporate Bidder has been fully executed and included, or other proof of authorization required under this ITB has been included.
- 12. The Non-Collusive Bidding Certification has been executed and included.
- 13. The W-9 Form is complete and included.

BID FORM

**TOWN OF FLORENCE Well #4 to Well #5 Transmission Main
PROJECT # WU-69:**

THIS BID IS SUBMITTED BY:

McCain Construction LLC
a(n) LIMITED LIABILITY COMPANY (Corporaiton, Limited Liability Company,
Partnership, Joint Venture, Sole Proprietorship, Individual), holder of an Arizona Registrar of Contractor's license:
ROC# 264676 KA, classification KA

ROBERT L. ELLS CHIEF ESTIMATOR 4/7/15
NAME TITLE DATE

(Failure to fill in the information above, regarding the Bidder being a holder of Arizona State Contractor's License is grounds for rejection of the bid.)

The undersigned Bidder, having examined and determined the scope of the Contract Documents, hereby proposes to perform the work described herein for the following unit prices or lump sum amounts:

BID SCHEDULE

**TOWN OF FLORENCE Well #4 to Well #5 Transmission Main
PROJECT # WU-69:**

Item Number	Description	Unit	Quantity	Unit Price	Extended Price
1	Mobilization & Demobilization	LSUM	1	23,934. ²⁰	23,934. ²⁰
2	Storm Water Pollution Prevention Plan	LSUM	1	4,300. ⁰⁰	4,300. ⁰⁰
3	Construction Staking & As-Builts	LSUM	1	8,000. ⁰⁰	8,000. ⁰⁰
4	Quality Control & Material Testing	LSUM	1	11,000. ⁰⁰	11,000. ⁰⁰
5	Construction Water	LSUM	1	4,900. ⁰⁰	4,900. ⁰⁰
6	Dust Control	LSUM	1	28,000. ⁰⁰	28,000. ⁰⁰
7	Traffic Control	LSUM	1	9,500. ⁰⁰	9,500. ⁰⁰
8	16" PVC C-905 Waterline	LF	1963	48. ⁰⁰	94,224. ⁰⁰
9	16" Class 350 Ductile Iron Pipe Waterline	LF	73	360. ⁰⁰	26,280. ⁰⁰
10	12" PVC C-900 Waterline	LF	3624	38. ⁰⁰	137,712. ⁰⁰
11	12" Class 350 Ductile Iron Pipe Waterline	LF	180	270. ⁰⁰	48,600. ⁰⁰
12	8" Class 350 Ductile Iron Pipe Waterline	LF	10	144. ⁵⁰	1,445. ⁰⁰
13	6" Class 350 Ductile Iron Pipe Waterline	LF	166	53. ⁰⁰	8,798. ⁰⁰
14	16" Valve Box and Cover	EA	6	7,700. ⁰⁰	46,200. ⁰⁰
15	12" Valve Box and Cover	EA	10	3,000. ⁰⁰	30,000. ⁰⁰
16	8" Valve Box and Cover	EA	1	1,600. ⁰⁰	1,600. ⁰⁰
17	6" Valve Box and Cover	EA	6	1,333. ³³	8,000. ⁰⁰
18	Curb Stop and Flushing Pipe per Detail Sheet DT01	EA	1	2,500. ⁰⁰	2,500. ⁰⁰
19	Curb Stop and Flushing Pipe per MAG Detail 390 Type "B"	EA	1	1,600. ⁰⁰	1,600. ⁰⁰
20	Air Release Valve per Detail Sheet DT02	EA	4	2,000. ⁰⁰	8,000. ⁰⁰
21	Pipe Plug Per Detail Sheet DT02	EA	4	450. ⁰⁰	1,800. ⁰⁰
22	Abandon Valve per Detail Sheet DT01	EA	3	248. ⁰⁰	744. ⁰⁰
23	Remove and Salvage Existing Fire Hydrant	EA	4	725. ⁰⁰	2,900. ⁰⁰
24	Fire Hydrant per MAG Detail 360	EA	6	2,700. ⁰⁰	16,200. ⁰⁰
25	Concrete Encasement per MAG Detail 404	LF	79	52. ⁰⁰	4,108. ⁰⁰

Item Number	Description	Unit	Quantity	Unit Price	Extended Price
26	Micro Seal per MAG Section 714 and Special Provisions	SY	11861	2.80	33,210. ⁸⁰
27	Remove and Replace Existing Pavement per MAG Detail 200 "T-Top"	SY	3184	34. ⁰⁰	108,256. ⁰⁰
28	Remove and Replace Existing Sidewalk	SF	360	10.40	3,744. ⁰⁰
29	Remove and Replace Existing Curb and Gutter	LF	65	22.20	1,443. ⁰⁰
Total Base Bid=					\$ 676,999.⁰⁰

Add Alternate No.1

1 Pavement Markings (Ruggles St. from Willow to SR 79) LSUM \$ 6,595.⁰⁰ \$ 6,595.⁰⁰

TOTAL BID PRICE (Items 1 to 29 and Add Alternative No.1 Inclusive) \$ 683,594.⁰⁰
(In Numbers)

Six hundred Eighty Three Thousand five hundred ninety four Dollars
(In Words)

NO Cents
(In Words)

In evaluating Bids, discrepancies in the multiplication of units of work and unit prices will be resolved in favor of unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in factor of the correct sum.

Bidders are required to fill in all blank spaces with an entry. Bids submitted with blank spaces may be considered "Non-Responsive".

Quantities shown in this bid schedule are approximate only, and are used for the purpose of bid comparison.

In submitting this Bid, it is understood that the right to reject any and all Bids and to waive irregularities in the Bidding has been reserved by THE TOWN.

The undersigned hereby certifies that the information submitted herewith, including any attachment is true to the best of his knowledge and belief.

Seal (if bid is by Corporation)

Respectfully Submitted:

Bidder: MCCAIN CONSTRUCTION
ROBERT L. ELLS

Signature: Robert L Ells

Title: CHIEF ESTIMATOR

License No. 264076 KA

Address: 3120 W. CAREFREE HWY

Date: 4/7/15

PHOENIX, AZ 85086

ACKNOWLEDGEMENT OF ADDENDA

MCCAIN CONSTRUCTION acknowledges that it has received the following addenda:
(Contractor)

(Addendum #)	(Date)
1	4/01/15

Date: 04/07/15

Robert L. Ell
(Signature)
CHIEF ESTIMATOR
(Title)

LIST OF SUBCONTRACTORS

The following information gives the name, business address, and portion of WORK (description of WORK to be done) for each SUBCONTRACTOR that WILL be used in the WORK if the BIDDER is awarded the CONTRACT. No SUBCONTRACTOR doing WORK in excess of Ten Thousand Dollars (\$10,000.00) and who is not listed SHALL be used without the written approval of the OWNER which SHALL not be unreasonably withheld. (Additional supporting data MAY be attached to this page. Each page SHALL be sequentially numbered and headed "Proposed Subcontractors" and SHALL be signed.) Substitutions of SUBCONTRACTORS MAY be made by the BIDDER so long as all SUBCONTRACTORS used meet all requirements for SUBCONTRACTORS and all subcontract agreements meet all requirements for sub-agreements and lower tier agreements as set forth in the CONTRACT DOCUMENTS.

Name	Business Address	Description of Work
SOUTHWEST SLURRY SEAL	22855 N. 21 ST AVE PHOENIX, AZ	MICROSEAL
HANSEN ENGINEERING	115 S. MAIN ST. COOLIDGE, AZ	SURVEY
PMI	8949 S. BECK AVE TEMPE, AZ	ROAD MARKINGS

Statutory Bid Bond

STATUTORY BID BOND
PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 1 OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS:

That McCain Construction (hereafter "Principal"),
as Principal, and Contractors Bonding & Insurance Company corporation organized and existing under the
laws of the State of WA, with its principal offices in the City of Peoria, Il
(hereafter "Surety"), as Surety, are held and firmly bound unto the
Town of Florence, Az (hereafter "Obligee"), in
the amount of TEN PERCENT OF AMOUNT BID (Dollars)
(\$ 10% AMT BID), for the payment whereof, the said Principal and Surety bind themselves,
and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Town of Florence Well#4 to Well #5 Transmission Main

NOW, THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of the proposal and give bonds and certificates of insurance as specified in the standard specifications with good and sufficient surety for the faithful performance of the contract and for prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the bonds and certificates of insurance if the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

Witness our hands this 7TH day of April, 2015.

McCain Construction

PRINCIPAL

SEAL

BY: Contractors Bonding and Insurance Company

SURETY

BY: USI Insurance Services, LLC Jessika Gulliver

AGENCY OF RECORD Attorney-In-Fact



Contractors Bonding and Insurance Company
 3101 Western Ave., Suite 300
 Seattle, WA 98121

POWER OF ATTORNEY

Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **Contractors Bonding and Insurance Company**, a Washington corporation, does hereby make, constitute and appoint: Jorge L. Mendez, Melanie L. Warnock, Jessika Gulliver, jointly or severally.

in the City of Phoenix, State of Arizona its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million and 00/100 Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **Contractors Bonding and Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **Contractors Bonding and Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, the **Contractors Bonding and Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 24th day of April, 2013.



Contractors Bonding and Insurance Company

Roy C. Die Vice President

State of Washington }
 County of King } SS

CERTIFICATE

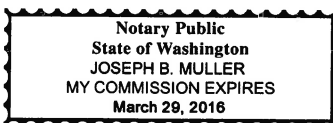
On this 24th day of April, 2013, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **Contractors Bonding and Insurance Company**, a stock corporation of the State of Washington, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **Contractors Bonding and Insurance Company** this 7th day of April, 2013.

Joseph B. Muller
 Joseph B. Muller Notary Public

Contractors Bonding and Insurance Company

Roy C. Die Vice President



RESOLUTION OF BOARD OF DIRECTORS

CERTIFIED COPY OF RESOLUTION OF
BOARD OF DIRECTORS OF

N/A - LLC

(Name of Corporation)

RESOLVED that _____ of
(Person Authorized to Sign) (Title)

_____ ("Corporation") is authorized to sign and submit
the bid or proposal of this corporation for the following project:

TOWN OF FLORENCE: WELL #4 TO WELL #5 TRANSMISSION MAIN

The foregoing is a true and correct copy of the resolution adopted by the Corporation at the
meeting of its Board of Directors held on the _____ day of _____, 20____.

By _____

Title _____

(SEAL)

(THIS FORM MUST BE COMPLETED IF BIDDER IS A CORPORATION)

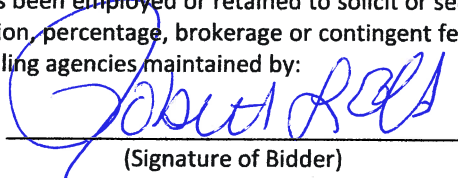
NON-COLLUSIVE BIDDING CERTIFICATION

STATE OF ARIZONA)
)
COUNTY OF YAVAPAI) SS.

I, ROBERT L. ELLS of the City/Town of PRESCOTT, AZ, in the County of UNITED STATES and the State of ARIZONA, of full age, being duly sworn according to the law of my oath depose and say that:

I am ROBERT L. ELLS a CHIEF ESTIMATOR of the firm of MCCAIN CONSTRUCTION, LLC, the Bidder making the Bid for the Town of Florence Project WELL 4 to WELLS # WU-69 and that I executed the said Bid with full authority to do so; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Project; and that all statements contained in said Bid and in this affidavit are true and correct, and made with full knowledge that the Town of Florence relies upon the truth of the statements contained in said Bid and in the statements contained in this affidavit in awarding the Contract for the said Project.

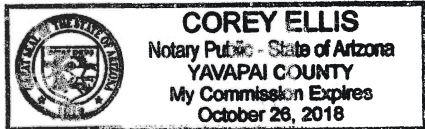
I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement of understanding, for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established commercial or selling agencies maintained by:

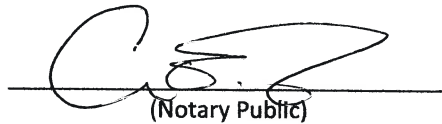

(Signature of Bidder)

ROBERT L. ELLS
(Printed or Typed Name of Bidder)

(Seal of Corporation)

Sworn to before me this 3rd day of April, 2015, in the County of Yavapai,
State of Arizona.




(Notary Public)

W-9 FORM

**Request for Taxpayer
 Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type
see specific instructions on page 2.

Name (as shown on your income tax return)
MECAIN CONSTRUCTION LLC

Business name, if different from above

Check appropriate box: Individual/ Sole proprietor Corporation Partnership Other **L.L.C.** Exempt from backup withholding

Address (number, street, and apt. or suite no.)
3120 W. CAREFREE HWY

City, state, and ZIP code
PHOENIX, AZ 85086

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see how to get a TIN on page 3.

Social security number

--	--	--	--	--	--	--	--	--	--

OR

Employer identification number
2171161481516

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person **Robert L. Ell** Date **04/07/15**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

PHOENIX 55462-3 203647v1



TOWN OF FLORENCE, ARIZONA

INVITATION TO BID, PROJECT SPECIFICATIONS, AND CONTRACT DOCUMENTS

DATED: March, 2015

FOR:

TOWN OF FLORENCE

WELL #4 TO WELL #5 TRANSMISSION MAIN

PROJECT # WU-69



TOWN OF FLORENCE, AZ

INVITATION TO BID

TOWN OF FLORENCE WELL #4 to WELL #5 TRANSMISSION MAIN

- PROJECT DESCRIPTION:** This project consists of the installation of mostly 16-inch and 12-inch water lines and other appurtenances along with the removal and replacement of concrete curb and gutter, sidewalk, asphalt pavement and the application of microsurfacing.
- SUBMITTAL DUE DATE AND TIME:** April 7, 2015 at 3:00 P.M. LOCAL AZ TIME
- SUBMITTAL LOCATION:** Town of Florence
Town Clerk
775 N Main St.
Florence, AZ 85132
- PRE-BID MEETING DATE:** There is no Pre-Bid Meeting for this project.
- ISSUING OFFICE :** Town of Florence
C/o Town Clerk
775 N. Main Street
Florence, AZ 85132
Telephone: (520) 868-7551
Website: <http://www.florenceaz.gov/rfp>
- BIDDING DOCUMENTS:** Bidding Documents, including plans and specifications along with any addenda or supplemental information, may be viewed and ordered online by registering with the Issuing Office via phone or email. Following registration, complete sets of Bidding Documents may be downloaded from the Issuing Office's website as "zipped" portable document format (PDF) files. The date that the Bidding Documents are transmitted by the Issuing Office will be considered the Bidder's date of receipt of the Bidding Documents. Partial sets of the Bidding Documents will not be available from the Issuing Office.
- ANTICIPATED AWARD DATE:** April 20, 2015
- ANTICIPATED NOTICE TO PROCEED DATE:** April 27, 2015
- COMPLETION OF WORK:** 60 Calendar Days from the Notice to Proceed.
- GENERAL OR BID PROCESS QUESTIONS:** [John Mitchell, Utility Director, \(520\) 868-8325, john.mitchell@florenceaz.gov](mailto:john.mitchell@florenceaz.gov)
- TECHNICAL QUESTIONS:** Jonathan Lassuy, Project Manager, EPS Group Inc., (480) 503-2250
jon.lassuy@epsgroupinc.com
All questions must to be submitted via email only by **5:00 PM, 3/31/2015**
If necessary, answers to questions and other clarifications will be in an Addenda issued through the Issuing Office on or about 4/02/2015.



TABLE OF CONTENTS OF BIDDING DOCUMENTS

<u>DOCUMENT</u>	<u>PAGE NO.</u>
Invitation to Bid	
Table of Contents of Bidding Documents	
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Instructions To Bidders	2
Contract	10
General Conditions of Contract	16
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BID SUBMITTAL CHECKLIST

It is the Bidder's responsibility to be thoroughly familiar with all requirements and specifications. The following checklist is provided as a courtesy only, and is not binding upon the Town nor does it modify, in any way, the terms or requirements of this ITB, any applicable statutes, rules, regulations, or the Town's purchasing policies.

- 1. The Bid Schedule has been signed by an authorized representative of the firm. Unsigned bids will not be considered.
- 2. The Bid Schedule has been fully completed, including prices offered (including any alternatives) have been fully filled in and reviewed for accuracy.
- 3. Any addenda have been reviewed and acknowledged on the form included in the ITB. It is the Bidder's responsibility to obtain all addenda relevant to this solicitation via the Issuing Office or other means.
- 4. The List of Subcontractors has been fully completed and executed by Bidder and reviewed for accuracy.
- 5. Bidder has reviewed all instructions, terms and conditions, and specifications to ensure your response fully complies.
- 6. Any required samples, descriptive literature, or enclosures have been included, if applicable. (Identify samples with Bidder's name and solicitation number.)
- 7. The bid package and/or envelope have been identified with Bidder's name, ITB number and ITB title.
- 8. The specified number of copies of Bidder's response has been included if more than one (1) copy is required.
- 9. Insurance requirements have been reviewed and can be fully complied with.
- 10. Bid Bond has been fully executed by Bidder and appropriate Surety and is included.
- 11. The Resolution of Board of Directors for corporate Bidder has been fully executed and included, or other proof of authorization required under this ITB has been included.
- 12. The Non-Collusive Bidding Certification has been executed and included.
- 13. The W-9 Form is complete and included.

INSTRUCTIONS TO BIDDERS

INSTRUCTION 1: DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the Contract, General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Engineer* - The Engineer set forth in the Invitation to Bid or as otherwise designated in writing by the Town. If no other Engineer is designated, the Engineer shall be the Issuing Office.
 - B. *ITB* – The Invitation to Bid, all supporting documents included herewith, all Bidding Documents, and all properly issued Addenda.
 - C. *Issuing Office* – The office from which the Bidding Documents are to be issued. The Issuing Office is set forth in the Invitation to Bid above.
 - D. *Owner or Town* – The Town of Florence, Arizona.
 - E. *Project* - The Project set forth in the Project Description above.

INSTRUCTION 2: COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the Invitation to Bid above.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids. Neither the Owner, the Engineer nor the Issuing Office assumes any responsibility for errors or misinterpretations resulting from the use of incomplete, modified or unofficial sets of Bidding Documents.
- 2.03 Owner, the Issuing Office and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

INSTRUCTION 3: QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within 7 days of Owner's request, Bidder shall submit: (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments; and (b) the following additional information:
- A. Evidence of Bidder's authority to do business in the state where the Project is located.
 - B. Bidder's state or other contractor license number and good standing.
 - C. Evidence that each natural person submitting a Bid, including the officers, partners, members, and/or principals of the Bidder, to submit documentation of their lawful presence in the United States, pursuant to A.R.S. §§ 1-501 and 1-502.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Instruction 3 to submit information will prejudice the right of Owner to seek additional information, as requested in the Town's sole discretion, regarding Bidder's qualifications.
- 3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

INSTRUCTION 4: BIDDER'S PRE-BID OBLIGATIONS AND REPRESENTATIONS

- 4.01 It is the responsibility of each Bidder before submitting a Bid to:
- A. Examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
 - B. Visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
 - C. Become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
 - D. Carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Special Provisions, especially with respect to Technical Data in such reports and drawings;
 - E. Consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
 - F. Become aware of the general nature of the work to be performed by the Town and others at the Site that relates to the Work as indicated in the Bidding Documents;
 - G. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
 - H. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- 4.02 Bidder represents and agrees that:
- A. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Instruction, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents; and
 - B. Based on the information and observations referred to in the preceding ¶ 4.01, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

INSTRUCTION 5: PRE-BID MEETING

- 5.01 There is no Pre-Bid Meeting for this project.

INSTRUCTION 6: INTERPRETATIONS AND ADDENDA

- 6.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to in writing as set forth in the Invitation to Bid above. Any interpretations, clarifications, or other/additional information considered necessary by Engineer and/or the Town in response to such questions, or otherwise, will be issued by Addenda.
- 6.02 Questions received after the Questions Due Date and Time set forth on the Invitation to Bid above may be answered at the sole discretion of the Town. Inquiries regarding this ITB directed to persons other than the Town’s designated representative may not be answered, and any answers received other than as set forth in this ITB will not be binding upon the Town for any purpose.
- 6.03 Only answers provided by written Addenda may be binding upon the Town. Oral and other interpretations or clarifications will be without legal effect. The Town shall not be held responsible if a Bidder fails to receive any addenda issued. The Town shall not be responsible for any oral representations or statements relating to the solicitation specifications made by any employee, agent or officer of the Town.
- 6.04 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.
- 6.05 Receipt of Addenda shall be acknowledged by signing and returning the form included herein with the ITB with the Bid by the specified Bid due date and time. Potential Bidders are responsible for obtaining all addenda relevant to this ITB via the Issuing Office or other means.

INSTRUCTION 7: BID SECURITY

- 7.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of ten percent of Bidder’s maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid Bond in statutory form (on the form included in the Bidding Documents) issued by a surety meeting the requirements of the General Conditions and applicable law.
- 7.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within seven (7) days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Forfeiture will not preclude the Town from seeking any or all other remedies provided by law to recover losses sustained as a result of the Bidder’s failure to enter into the Agreement or to furnish the contract securities or insurance certificates and endorsements.
- 7.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven (7) days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 7.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven (7) days after the Bid Opening.

INSTRUCTION 8: SUBSTITUTE AND “OR-EQUAL” ITEMS

- 8.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.

- 8.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

INSTRUCTION 9: SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 9.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 9.02 The Bidders shall submit to the Town with its response to this ITB a complete listing of all Subcontractors the Bidder intends to use in the performance of the work specified in the ITB providing the information required in the Subcontractor List included in the ITB. No bid for work involving these classifications will be valid without the complete listing of both subcontractors and major material suppliers as listed in the ITB and the included form List of Subcontractors.

INSTRUCTION 10: PREPARATION OF BID

- 10.01 The Bid Schedule is included with the Bidding Documents.
- A. All blanks on the Bid Schedule shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Schedule expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 10.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 10.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership’s address for receiving notices shall be shown.
- 10.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm’s address for receiving notices shall be shown.
- 10.05 A Bid by an individual shall show the Bidder’s name and address for receiving notices.
- 10.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture’s address for receiving notices shall be shown.
- 10.07 All names shall be typed or printed in ink below the signatures.
- 10.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 10.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 10.10 The Bid shall contain evidence of Bidder’s authority and qualification to do business in Arizona and the Town Bidder’s Arizona contractor license number and classification, and any other required business and/or tax licenses required by the Town shall also be shown on the Bid Form.

- 10.11 If price is a consideration and in case of error of prices in the Bid, the unit price shall govern. If there is a conflict between values or prices written-out in text and values or prices expressed in numbers, the text values or prices shall control.
- 10.12 No Bid shall be altered, amended, or withdrawn after the specified due date and time.
- 10.13 Periods of time, stated as a number of days, shall be calendar days.
- 10.14 It is the responsibility of all Bidders to examine the entire ITB package and seek clarification of any item or requirement and to check all responses for accuracy before submitting a Bid. Negligence in preparing a Bid confers no right of withdrawal after Bid due date and time.
- 10.15 The Town shall not reimburse the cost of developing or providing any response to this ITB and development and provision of any offer shall be at the respective Bidder's sole cost. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

INSTRUCTION 11: BASIS OF BID

- 11.01 The Basis upon which Bids shall be calculated and submitted (Lump Sum/Fixed Price, Unit Price, and/or Allowances for specific items) are set forth in the ITB, including the Bid Schedule.
- 11.02 Lump Sum/Fixed Price
 - A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.
- 11.03 Unit Price
 - A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
 - B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" provided in the ITB (usually the Bid Schedule) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with the General Conditions.
 - C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 11.04 Allowances
 - A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with the General Conditions.

INSTRUCTION 12: SUBMITTAL OF BID

- 12.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. Three (3) unbound copies of the Bid Form are to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Instruction 7.
- 12.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a

separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to **Town of Florence, AZ, Town Clerk, 775 N. Main St., Florence, AZ 85132.**

- 12.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted, opened, or considered.
- 12.04 By signature on the Bid Form, the Bidder certifies that:
- A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Bidder shall not discriminate against any employee or applicant for employment in violation of the Federal Executive Order 11246.
 - C. The Bidder has not given or offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer.
 - D. Failure to sign the offer, or the falsity of a statement in a signed offer, shall void the submitted offer or any resulting contracts, and the Bidder may be debarred.

INSTRUCTION 13: MODIFICATION AND WITHDRAWAL OF BID

- 13.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 13.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 13.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 13.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder may, in the Town's sole discretion, be disqualified from further bidding on the Work.

INSTRUCTION 14: OPENING OF BIDS

- 14.01 Bids will be opened at the time and place indicated in the Invitation to Bid above and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids
- 14.02 All Bids will remain subject to acceptance for the period of time stated in the Bid Form and each Bidder agrees that it will hold open its offer for such period, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period. Unless otherwise specified in the ITB, all Bidders and their Subcontractors shall hold their bids valid for a period of 60 days from the proposal due date stated on the Advertisement for Bids.

INSTRUCTION 15: EVALUATION OF BIDS

- 15.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner may reject the Bid as nonresponsive.
- 15.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.

- 15.03 Evaluation of Bids:
- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 15.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 15.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.
- 15.06 Any terms of the Bidder's submittal that conflict with the language and requirements of the Town's solicitation or that take exception to the terms, conditions, specifications and/or other requirements stated within this ITB, may cause the Bidder's submittal to be considered nonresponsive and rejected. Exceptions may be evaluated by the Town on an individual basis to determine compliance with the purpose and intent of the terms and conditions stated within this solicitation.

INSTRUCTION 16: AWARD AND SIGNING OF CONTRACT

- 16.01 Notwithstanding any other provision of this ITB, the Town expressly reserves the right, when determining whether to award a contract to the lowest responsive and responsible Bidder who has neither been disqualified nor rejected pursuant to the terms and conditions of the ITB, to:
- A. Waive any immaterial defect or informality; and/or
- B. Reject any or all Bids, or portions thereof; and/or
- C. Reissue an Invitation to Bid; and/or
- D. Exercise any other rights available to the Town under the terms of the ITB, the Town Code, law, or equity.
- 16.02 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Contract along with the other Contract Documents as identified in the Contract. Within 10 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Contract (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Contract to Successful Bidder.

INSTRUCTION 17: ADDITIONAL PROVISIONS

- 17.01 Contract Applicability: The Bidder shall substantially conform to the terms, conditions, specifications, and other requirements found within the text of this specific ITB. All previous agreements, contracts, or other documents, which have been executed between the Bidder and the Town, are not applicable to this ITB or any resultant contract.
- 17.02 Gratuities: The Town may, by written notice to the Bidder, cancel the resultant contract if it is found by the Town that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Bidder or any agent or representative of the Bidder, to any officer or employee of the Town with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event the Town pursuant to this provision cancels the resultant contract, the Town shall be entitled, in addition to any other rights and remedies, to recover or withhold from Contractor the amount of gratuity. Paying the expense of normal business meals, which are generally made available to all eligible Town government customers, shall not be prohibited by this paragraph.

- 17.03 Public Record: All offers submitted in response to this ITB, whether or not accepted by the town, shall become a matter of public record available for public inspection, subsequent to the award notification, in accordance with the Town's Procurement Policy and Arizona's Public Records laws.
- 17.04 Confidential Information: If a person believes that a bid, ITB, offer, specification, or protest contains information that should be withheld, a statement advising the Town of this fact shall accompany the submission and the information shall be identified. The information identified by the person as confidential shall not be disclosed until the Town makes a written determination.
- 17.05 Lobbying Prohibition: Any communication regarding this solicitation for the purpose of influencing the process or the award, between any person or affiliates seeking an award from this solicitation and the Town, including but not limited to the Town Council, employees, and contractors engaged to assist in the solicitation, is prohibited.
- A. This prohibition is imposed from the time of the first public notice of the solicitation until the Town cancels the solicitation, rejects all responses, awards a Contractor, and otherwise takes action which ends the solicitation process. This section shall not prohibit public comment at any Town Council meeting, study session or Town committee meeting.
 - B. This prohibition shall not apply to communication with the official contact(s) specifically identified in the solicitation or Town-initiated communications for the purposes of conducting the procurement, and in the manner prescribed in the solicitation, including but not limited to pre-bid conferences, clarification of responses, presentations if provided for in the solicitation, requests for Best and Final Proposals, contract negotiations, interviews, protest/appeal resolution, or surveying non-responsive vendors.
 - C. Violations of this provision shall be reported to Purchasing and may be a basis for rejecting a response or disbarment of the violator by the Town. Persons and/or entities violating this prohibition may be subject to a warning letter, rejection of their response, or disbarment by the Town, in the Town's discretion, depending on the nature of the violation.



CONTRACT

TOWN OF FLORENCE

CONTRACT FOR

Town of Florence Well #4 to Well #5

PROJECT #: WU-69

THIS CONTRACT is made and entered into on the ____ day of _____, 20____, by and between Town of Florence, an Arizona municipal corporation, hereinafter called "**Town**" and the "**Contractor**" designated below:

Town and Contractor agree as follows:

ARTICLE 1 – PARTICIPANTS AND PROJECT

TOWN: Town of Florence, Arizona
Project Manager: John V. Mitchell
Telephone: (520) 868-8325
E-mail: John.Mitchell@florenciaz.gov

CONTRACTOR: {Name}
{Address}
Arizona ROC No.:
Federal Tax ID No:
Representative:
Telephone:
E-mail:

ENGINEER/: EPS Group, Inc.
DESIGNER 2045 S. Vineyard Avenue, Suite 101
Mesa, AZ 85210
Representative: Jonathan Lassuy
Telephone: (480) 503-2250
E-mail: jon.lassuy@epsgroupinc.com

PROJECT DESCRIPTION: The project consists of the installation of mostly 16-inch and 12-inch water lines and other appurtances along with the removal and replacement of concrete curb and gutter, sidewalk, asphalt pavement and the application of microsurfacing.

PROJECT LOCATION: Town of Florence

ARTICLE 2 – CONTRACT DOCUMENTS

2.1 Contract Documents. The Contract between Town and Contractor shall consist of the following Contract Documents:

Invitation to Bid	MAG Specifications
Instructions to Bidders	List of Subcontractors
General Contract Conditions	Contract Change Order Form
Special Provisions	Non-Collusive Bidding Certification
Statutory Bid Bond	Affidavit Regarding Settlement of Claims
Statutory Payment Bond	Bid Terms
Statutory Performance Bond	Bidding Form
Insurance Requirements	Acknowledgement of Addenda Received
Bidder’s Qualification Statement	Specification Book
MAG Details	Town Modifications to MAG Specifications

In the event of a conflict of language between the documents, the provisions of the ITB shall govern. The ITB shall govern in all other matters not otherwise specified by the Contract between the parties. All previous contracts between the Bidder and Town are not applicable to this Contract or other resultant contracts

2.2 Definitions. The definitions in Section 1 of the General Conditions apply to all the Contract Documents, including this Agreement. Additional definitions or defined terms applicable to all the Contract Documents for this Project, if any, include the following:

NA

2.3 Project Specific Conditions. If there are any additional conditions that apply to this Project, they are set forth in the Special Provisions included in the ITB.

2.4 Project Plans And Specifications. A detailed list of the plans and specifications for this Project are included in the ITB.

ARTICLE 3 – DESIGN PHASE SERVICES

Contractor is not providing any Design Phase Services to the Town in relation to this Project.

ARTICLE 4 – CONSTRUCTION SERVICES

4.1 General.

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

4.1.2 Contractor shall provide all of the labor and materials, and perform the Work in accordance with Section 4 of the General Conditions. Some but not all of the major components of the

Construction Services and the corresponding subsections of Section 4 of the General Conditions are set forth below.

4.1.3 At all times relevant to this Contract and performance of the Work, the shall fully comply with all Laws, Regulations, or Legal Requirements applicable to Town, the Project and the Contract, including, without limitation, those set forth in the General Conditions.

4.1.4 Contractor shall perform the Work under this Contract using only those firms, team members and individuals designated by Contractor consistent with Contractor's accepted Bid, or otherwise, approved by Town pursuant to the General Conditions. No other entities or individuals may be used without the prior written approval of the Project Manager.

4.1.5 Contractor will comply with all terms and conditions of the General Conditions.

4.1.6 In the event of a conflict between this Contract and the General Conditions or any exhibit hereto or appendix thereto, the terms of this Contract shall control.

4.1.7 Ownership of Work Product. Notwithstanding anything to the contrary in this Contract, all Work Product prepared or otherwise created in connection with the performance of this Contract, including the Work, are to be and remain the property of Town. For purposes of this provision, "Work Product" shall include all designs, drawings, plans, specifications, ideas, renderings and other information or matter, in whatever form created (e.g., electronic or printed) and in all media now known or hereinafter created. All Work Product shall be considered Work Made for Hire as defined in the United States Copyright Act 17 U.S.C. § 101 (Copyright Act). If for any reason any such Work is found not to be a work for hire, Contractor hereby transfers and assigns ownership of the copyright in such Work to Town. The rights in this Section are exclusive to Town in perpetuity.

4.2 Contractor's Pre-Contract and Pre-Work Deliverables.

4.2.1 The Contractor will provide the Deliverables in accordance with Section 4.2 of the General Conditions.

4.2.2 Any additional items which Contractor must deliver to Town prior to commencing the Work on this Project, if any, include the following: NA

4.3 Pre-Construction Conference. Contractor shall attend the Pre-Construction Conference in accordance with Section 4.3 of the General Conditions.

4.4 Performance of the Work (Including Field Measurements, Subcontractors, and Suppliers). Contractor shall perform the Work in accordance with Section 4.4 of the General Conditions.

4.5 Control Of The Project Site. Contractor shall control and maintain the Project Site in accordance with Section 4.5 of the General Conditions.

4.6 Project Safety. Contractor shall implement and enforce Project safety in accordance with Section 4.6 of the General Conditions.

4.7 Materials Quality, Substitutions and Shop Drawings. Contractor shall provide materials testing and submit substitute materials and shop drawings in accordance with Section 4.7 of the General Conditions.

4.8 Project Record Documents. Contractor shall maintain and make available the Project Record Documents in accordance with Section 4.8 of the General Conditions.

4.9 Warranty and Correction of Defective Work. Contractor shall provide warranties and correct defective Work in accordance with Section 4.9 of the General Conditions.

ARTICLE 5 – TOWN RESPONSIBILITIES

5.1 Town shall have the responsibilities, and provide the information specified in, and subject to the conditions set forth in, Section 5 of the General Conditions.

5.2 Additional services to be provided or responsibilities assumed, by Town, if any, are listed below:
NA

5.3 Additional Information to be provided by Town, if any, is listed below: NA

ARTICLE 6 - CONTRACT TIME

6.1 Contract Time.

6.1.1 The Contract Time shall start with the Notice to Proceed (NTP) and end with Final Acceptance, as set forth Section 6.4 below. The Notice to Proceed cannot be issued until prior to the approval and acceptance by Town of the Bid.

6.1.2 The Contract Time shall be as set forth in the Project Schedule. Contractor agrees that it will commence performance of the Work and complete the Project within the Contract Time.

6.1.3 Time is of the essence of this Contract, for the Project, and for each phase and/or designated Milestone thereof.

6.1.4 Failure on the part of Contractor to adhere to the approved Project Schedule will be deemed a material breach and sufficient grounds for termination of this Contract by Town.

6.2 Project Schedule. The Project Schedule as set forth in the ITB and/or an Exhibit to this Contract shall be updated and maintained throughout Contractor's performance under this Contract in accordance with Section 6.2 of the General Conditions.

6.3 Section Not Used

6.4 Final Completion and Final Acceptance.

6.4.1 Final Completion will be obtained within the time period set forth in the Project Schedule, which is: 60 days.

6.4.2 Final Completion will be determined and Final Acceptance will be issued pursuant to Section 6.4 of the General Conditions.

6.5 Liquidated Damages.

6.5.1 Liquidated Damages. Contractor acknowledges and agrees that if Contractor fails to obtain Completion of the Work within the Contract Time, Town will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, Town and Contractor agree that if Contractor fails to achieve Completion of the Work within the Contract Time, Town shall be entitled to retain or recover from Contractor, as liquidated damages and not as a penalty, the following per diem amounts commencing from the Completion Date required under the Contract until the actual date of the Completion of the work.

6.5.2 Section Not Used

6.5.3 MAG Liquidated Damages. If no liquidated damages are specified in Sections 6.5.1 and/or 6.5.2 above, then the liquidated damages provisions in MAG § 108.9 shall apply.

6.5.4 Town may deduct liquidated damages described in this Section 6.5 above from any unpaid amounts then or thereafter due Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due Contractor shall be payable to Town at the demand of Town, together with interest from the date of the demand at the highest lawful rate of interest payable by Contractor.

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

ARTICLE 7 - CONTRACT PRICE

7.1 Contact Price.

7.1.1 In exchange for Contractor's full, timely, and acceptable performance and construction of the Work under this Contract, and subject to all of the terms of this Contract, Town will pay Contractor the "Contract Price", which is \$_____.

7.1.2 The Contract Price is all inclusive and specifically includes all fees, costs, insurance and bond premiums, and taxes of any type necessary to fully, properly and timely perform and construct the Work.

7.2 Costs. For any portion of the Work which, either through this Contract, Change Order or otherwise, is performed and paid for on a cost, or time and materials, basis, the costs which may be reimbursed to Contractor and/or chargeable against the Contract Price shall be determined as set forth in Section 7.3 of the General Conditions.

ARTICLE 8 – PAYMENT

Payments shall be made to Contractor in accordance with Section 8 of the General Conditions.

ARTICLE 9 – CHANGES TO THE CONTRACT

Changes to the Contract may be made in strict accordance with Section 9 of the General Conditions.

ARTICLE 10 – SUSPENSION AND TERMINATION

This Contract may be suspended and/or terminated in accordance with Section 10 of the General Conditions.

ARTICLE 11 – INSURANCE AND BONDS

11.1 Contractor shall provide Insurance as provided in the Insurance Requirement included in the ITB, and in accordance with Section 11.1 of the General Conditions. Contractor shall provide proof of such insurance and all required endorsements in forms acceptable to Town prior to commencing any Work under this Contract.

11.2 Contractor shall provide performance and payment bonds to Town in accordance with Section 11.2 of the General Conditions and A.R.S. § 34-610(A).

11.3 Failure to provide proof of insurance and the required endorsements, or the required bonds, in forms acceptable to Town, will be a material breach and grounds for termination for cause of this Contract.

ARTICLE 12 – INDEMNIFICATION

Contractor shall have and assume the indemnity obligations set forth in Section 12 of the General Conditions.

ARTICLE 13 - DISPUTE RESOLUTION

Any claims or disputes relating to this Contract shall be resolved according to the dispute resolution process set forth in Section 13 of the General Conditions.

ARTICLE 14 – MISCELLANEOUS PROVISIONS

The miscellaneous provisions set forth in Section 14 of the General Conditions shall apply to this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract through their duly authorized representatives and bind their respective entities as of the effective date.

TOWN OF FLORENCE:

CONTRACTOR:

By: _____

By: _____

Its: _____

ATTEST:

Town Clerk

REVIEWED AS TO FORM:

Town Attorney



GENERAL CONDITIONS OF CONTRACT

These terms will be the General Conditions for any Contract entered into as a result of the ITB and are incorporated therein and shall be fully binding upon the Bidder/Contractor

SECTION 1 – SCOPE OF THESE GENERAL CONDITIONS

These General Conditions encompass provisions that apply, and are incorporated into all construction contracts entered into by the Town of Florence, unless otherwise specifically excluded in the executed Contract. Sections 2 through 14 of these General Conditions apply to all construction contracts, in whatever form, including without limitation, Fixed Price, Construction Manager at Risk (CM@Risk), Guaranteed Maximum Price (GMP) Cost-Based, and Job Order Contracts (JOC).

SECTION 2 – GENERAL DEFINITIONS

2.1. The Definitions in the Invitation to Bid (ITB), the Request for Proposals (RFP), the Request for Qualifications (RFQ) and/or the JOC Solicitation (JOC) giving rise to the Contract shall apply to these General Conditions and the Contract for the Project.

2.2. Change Order – A written instrument issued after execution of the Contract Documents signed by Town and Contractor, stating their agreement upon all of the following: the addition, deletion or revision in the scope of services or deliverables; the amount of the adjustment to the Contract Price, the extent of the adjustment to the Contract Time, or modifications of other contract terms. The Contract Price and the Contract Time may be changed only by Change Order.

2.3. Town (Owner or OWNER) – Town of Florence, Arizona a municipal corporation, with whom Contractor has entered into the Contract and for whom the Services and/or Work are to be provided pursuant to the Contract(s).

2.4. Contract – The written agreement executed between Town and Contractor, including all of the Contract Documents.

2.5. Contract Documents – The documents which together form the Contract between Town and Contractor, as identified in Article 2 of the Contract, or are otherwise incorporated into the Contract, including the Contract, the exhibits thereto, these General Conditions, any Notice to Proceed, and any Job Order (if applicable), the Plans and Specifications, Project Schedule, written and properly executed Change Orders, MAG Specifications and Town’s amendments thereto, and any other documents so designated in the Contract.

2.6. Contract Price – The agreed-upon price to be paid to Contractor for full, timely, and acceptable completion of the Services or Work under the terms of the Contract.

2.7. Contract Time(s) – The number of days or the dates related to the Final Completion as stated in Contract Documents. The Contract Time is set forth in the Contract, and is based upon the Project Schedule agreed to by Town in writing.

2.8. Contractor – The person or corporation with whom Town has entered into an agreement for construction related work or services in relation to the Project at issue. As used in these General Conditions, the term Contractor includes CM@Risk and JOC under contract with Town to provide pre-construction and/or construction services.

2.9. Contractor Payment Request – The form that is accepted by Town and used by Contractor in requesting progress payments or final payment and which shall include such supporting documentation as is required by the Contract Documents and/or Town.

2.10. Construction Documents – The plans, specifications, and drawings prepared and issued by the Design Professional and approved by Town for construction, meaning the documents are sealed by the Contractor (as required), acceptable for permitting and incorporated into the Contract by reference. All amendments and modifications to the Construction Documents must be approved in writing by Town prior to incorporation into the Contract.

2.11. Critical Path – Critical path is the sequence of project network activities which add up to the longest overall duration. Once established in the Project Schedule, the Critical Path for the Project shall not be changed without prior written approval of Town.

2.12. Day Calendar day(s) unless otherwise specifically stated in the Contract Documents.

2.13. Float – The number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Contract Time. Unless otherwise expressly agreed in writing, all Float belongs to Town.

2.14. MAG Specifications – The latest revision of the latest edition (or the latest edition adopted by the Town) of the Uniform Standard Specifications for Public Works Construction published by MAG.

2.15. MAG Standard Details – The latest revision of the latest edition (or the latest edition adopted by the Town) of Uniform Standard Details as published by MAG.

2.16. Notice to Proceed (NTP) – A written notice given by Town to Contractor fixing the date on which Contractor will start to perform Contractor's obligations under the Contract. The Notice to Proceed shall not be issued until the Contract Price is approved and accepted by Town.

2.17. Project – The Project specified in the Contract (including a Job Order).

2.18. Project Manager – The Project Manager designated in Article 1 of the Contract, or any successor thereto designated by Town. The Project Manager has the authority to act on behalf of Town, as delineated and limited by the Contract Documents and applicable law. Town shall communicate with Contractor through the Project Manager. However, the Project Manager has no authority to bind Town or Town Council in contravention of any Town code, State or Federal statute or regulation, or these General Conditions.

2.19. Project Schedule – The schedule for the completion of the Project agreed to and/or required by Town and incorporated into the Contract.

2.20. Project Specific Provisions – Additional conditions which apply to the specific Project and/or Scope of Work which are set forth in the ITB.

2.21. Proposal – A Proposal submitted to the Town by a Contractor in response to an Invitation to Bid (ITB), Request for Qualifications (RFQ), an Request for Proposals (RFP) or other solicitation or request by the Town. Proposals may be Fixed Price, Guaranteed Maximum Price (GMP), Unit Price, or other form as required or requested by the Town.

2.22. Requests for Information (RFIs) – Formal written request from Contractor to Town and/or Contractor for the Project seeking clarification or additional information needed for Contractor to properly complete the Work and/or Services under the Contract. Town may require RFI's to be submitted on a specific form or in a specified format.

2.23. Schedule of Values (SOV) – The specified document prepared by Contractor, and approved and accepted by Town, which divides the Contract Price into pay items, such that the sum of all pay items equals the Contract Price for the construction phase Work, or for any portion of the Work having a separate specified Contract Price.

2.24. Scope of Work – The scope of work agreed to and/or required by Town and incorporated into the Contract as set forth in the ITB and/or an Exhibit to the Contract.

2.25. Subconsultant – A person, firm or corporation having a Contract with Consultant/Contractor to furnish services required as its independent professional associate or consultant with respect to the Project.

2.26. Subcontractor – An individual or firm having a direct Contract with Contractor or any other individual or firm having a Contract with the aforesaid contractors at any tier, who undertakes to perform a part of the pre-construction services or construction phase Work at the site for which Contractor is responsible. Subcontractors shall be selected through the Subcontractor selection process described in the Contract Documents, if any.

2.27. Total Float – Number of Days by which the pre-construction services or construction phase Work or any part of the same may be delayed without necessarily extending a pertinent Contract Time or schedule milestone in the Project Schedule.

2.28. Work – The entire completion of construction or the various separately identifiable parts thereof, required to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

SECTION 3 — STANDARD SPECIFICATIONS AND DETAILS

- 3.1.** Town operates under the latest revision of the MAG Specifications as amended by Town.
- 3.2.** Town also operates under the MAG Standard Details, as amended by Town.
- 3.3.** Copies of the MAG Specifications and MAG Standard Details are available at the Maricopa Association of Governments office, 302 N. 1st Avenue, Suite 300, Phoenix, Arizona. They may also be downloaded at their Web site: <http://www.mag.maricopa.gov/under> "Publications."
- 3.4.** The MAG Specifications and Standard Details and Town's amendments thereto are incorporated into the Contract.

SECTION 4 — CONTRACTOR'S RESPONSIBILITIES FOR CONSTRUCTION SERVICES

4.1 General

4.1.1 Contractor shall construct the Work in accordance with the Contract Documents and as outlined in the Contract Documents to the satisfaction of Town, exercising the degree of professional care, skill, diligence, quality and judgment that a professional Contractor engaged, experienced and specializing in the construction of construction and/or facilities of similar scope, function, size, quality, complexity and detail in urban

areas throughout the United States comparable to the Town would exercise at such time, under similar conditions. Contractor shall, at all times, perform the Work in conformance with sound and generally accepted engineering principles and construction management and construction contracting practices.

4.1.2 Contractor shall comply with, and require all Subcontractors to comply with, the Arizona Contractors' license laws, including all requirements with respect to being duly registered and licensed.

4.1.3 Immigration Laws: Pursuant to A.R.S. § 41-4401, Contractor warrants to Town that Contractor and all its subcontractors are in compliance and will comply with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. § 23-214(A). Contractor acknowledges that a breach of this warranty by Contractor or any of its subcontractors is a material breach of this Agreement subject to penalties up to and including termination of the Contract or any subcontract. The Town retains the legal right to inspect the papers of any employee of or any subcontractor who works on this Contract to ensure compliance with this warranty, and may conduct random verification of the employment records of Contractor and any of its subcontractors to ensure compliance with this warranty. Town will not consider Contractor or any of its subcontractors in material breach of the foregoing warranty if Contractor and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by Arizona Revised Statutes § 23-214(A). The provisions of this Section must be included in any agreement Contractor enters into with its subcontractors who provide services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property. Breach of this warranty shall constitute a material breach of the contract and shall subject the Contractor to penalties including termination of the Agreement at the sole discretion of the Town.

4.5.4 Contractor further understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The Contractor understands and Acknowledges that it must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees," and A.R.S. §§ 1-501 and 502.

4.2 Contractor's Pre-Contract and Pre-Work Deliverables

4.2.1 Before beginning any Work under the Contract, Contractor shall execute the Contract and deliver to Town the items listed in Sections 4.2.2 below within seven (7) days after the award of the Contract and the Contract must be executed by Town. Failure to do so will be a material breach of the Contract entitling Town to terminate the Contract for Cause.

4.2.2 When Contractor delivers the executed Contract to Town, Contractor shall also deliver to Town such bonds and certificates of insurance with endorsements in such amounts (and other evidence of insurance requested by Town) required under Section 11 of these General Conditions, and as the Contract requires.

4.2.3 Government Approvals and Permits. Contractor shall obtain all necessary permits for the Work and pay all applicable fees, unless otherwise noted on the plans and in the specifications. Contractor is specifically notified of the need to obtain the necessary environmental permits or file the necessary environmental and regulatory permit notices. Copies of all permits and the associated notices must be provided to Town prior to starting the permitted activity.

4.3 Pre-Construction Conference

4.3.1 Prior to the commencement of any Work, Town may schedule a Pre-Construction Conference.

4.3.2 Prior to the Pre-construction Conference, Contractor shall provide the Project Team with a Schedule of Values in a form specified by Town reflecting the subcontracts and other categories that will be used to submit Pay Applications for the Work. The total amount of the Schedule of Values shall not be greater than the Contract Price and shall identify Contractor's Contingency, if applicable. The Schedule of Values shall be reviewed at the Pre-Construction Conference and revised in response to comments and questions from Town. Once accepted by Town in writing, the Schedule of Values for the Project will not be changed without the prior written approval of Town.

4.4 Performance of the Work (Including Field Measurements, Subcontractors and Suppliers)

4.4.1 Unless otherwise provided in the Contract Documents to be the responsibility of Town or a separate Contractor, Contractor shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Contractor to complete the Work consistent with the Contract Documents.

4.4.2 Contractor's Superintendent shall be present at the Site at all times that material Work under this Contract is taking place. Contractor's Superintendent or designee shall be present at the Site at all times any other Work under this Contract is taking place. All elements of the Work shall be under the direct supervision of a foreman or his designated representative on the Site who shall have the authority to take actions required to properly carry out that particular element of the work.

4.4.3 Before ordering materials or doing work, Contractor and each Subcontractor shall verify measurements at the Site and shall be responsible for the correctness of such measurements. No extra charge or compensation will be allowed because of differences between actual dimensions and the dimensions indicated on the Contract Documents, including the drawings.

4.4.4 If Contractor observes error, discrepancies or omissions in the Contract Documents, it shall promptly notify the Contractor and Town and request clarification. Contractor shall be liable to Town for damages resulting from error, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions in the Contract Documents. If Contractor, with the exercise of reasonable care, should have recognized such error, inconsistency, omission or difference and fails to report it to Town, and if Contractor proceeds with the Work affected by such observed errors, discrepancies or omissions, without receiving such clarifications, it does so at its own risk.

4.4.5 In all cases of interconnection of its Work with existing or other work, Contractor shall verify at the Site all dimensions relating to such existing or other work. Any errors due to Contractor's failure to so verify all such grades, elevations, locations or dimensions shall be promptly rectified by Contractor without any increase in the Contract Price. Any design errors or omissions noted by Contractor during this review shall be reported promptly to Town.

4.4.6 Contractor shall be responsible for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Town and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

4.4.7 Contractor will not substitute or change any Subcontractor or Supplier without the prior written approval of Town. Any substitute or replacement Subcontractor or Supplier shall be required to meet the same qualifications and selection criteria and process as the original Subcontractor or Supplier. If a

Subcontract/Supplier selection plan has been approved by Town, Contractor will follow that plan unless otherwise approved by Town in writing.

4.4.8 Contractor shall not change or replace any members of its Project team, including Contractor's Representative, Project Manager, or Superintendent, without an explanation for the change being given to Town, and receiving prior written approval of the change from Town, which approval will not be unreasonably withheld.

4.4.9 Subcontractors whose scope of work has a value greater than 15% of the total Contract Price may be required to furnish performance and payment bonds to Contractor if directed in writing by Town.

4.5 Control of the Project Site

4.5.1 Throughout all phases of construction, including suspension of Work, Contractor shall keep the Site reasonably free from debris, trash and construction wastes to permit Contractor to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Prior to Final Acceptance of the Work, or a portion of the Work, Contractor shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Town to occupy the Project or a portion of the Project for its intended use

4.5.2 Contractor shall take whatever steps, procedures or means necessary to prevent dust nuisance due to construction operations. The dust control measures shall be maintained at all times to the satisfaction of Town and in accordance with the requirements of the Pinal County Bureau of Air Pollution Control Rules and Regulations.

4.5.3 Contractor shall be responsible to Town for the acts and omissions of Contractor's employees, Subcontractors and their agents and employees, and any other person performing any of the Work under a Contract with Contractor, or claiming by, through or under Contractor, for all damages, losses, costs and expenses resulting from such acts or omissions.

4.6 Project Safety

4.6.1 Contractor is responsible for safety of the job site for employees of Contractor as well as for members of the general public and others who may drive or walk through or be at the site.

4.6.2 Contractor assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

4.6.3 Contractor shall provide a "competent person" as required by O.S.H.A regulations. The "competent person" shall be identified at the Pre-Construction Conference with Town advised in writing of any changes.

4.6.4 Contractor and Subcontractors shall comply with all legal and regulatory requirements relating to safety, as well as any Town specific safety requirements set forth in the Contract Documents, provided that such Town-specific requirements do not violate any applicable legal and regulatory requirements.

4.6.5 As between Town and Contractor, Contractor is responsible to Town for any and all the safety issues relating to the Work on the Project. Contractor shall administer and manage the safety program. This will include, but not necessarily be limited to review of the safety programs of each Subcontractor. Contractor shall monitor the establishment and execution of compliance with all applicable regulatory and advisory agency construction safety standards.

4.6.6 Contractor shall maintain and have sole responsibility for safety on the job site.

4.7 Materials Quality, Substitutions and Shop Drawings

4.7.1 Quality Control and Quality Assurance Testing. All construction materials to be used or incorporated in the Project are subject to inspection, Quality Control & Quality Assurance Testing, and approval or rejection by Town. Any material rejected by Town shall be removed immediately and replaced in an acceptable manner to Town at no additional cost to Town. When QC/QA tests indicate noncompliance with the Contract Documents, retesting shall be performed by the same testing laboratory that performed the tests that indicated noncompliance.

4.7.2 Shop Drawings

4.7.2.1 Contractor shall prepare and submit Shop Drawings which show details of all work to insure proper installation of the Work using those materials and equipment specified under the Approved Plans and Specifications.

4.7.2.2 A schedule of Shop Drawing submissions shall be submitted with the Project Schedule for Town approval that avoids bulk submissions to the extent reasonably possible. Unless otherwise noted, Shop Drawings will not be required for items specified or detailed in the Uniform Standard Specifications and Details or the Technical Specifications. The schedule of Shop Drawing submissions shall include all of the items for which Shop Drawings are required by the Contract Documents, including the Specifications.

4.7.2.3 Shop Drawings shall be numbered consecutively for each specification section and shall accurately and distinctly present the following:

- (a) All working and erection dimensions.
- (b) Arrangements and sectional views.
- (c) Necessary details, including complete information for making connections between work under this Contract and work under other Contracts.
- (d) Kinds of materials and finishes.
- (e) Parts list and description thereof.

4.7.2.4 Contractor shall schedule, prepare and submit all shop drawings in accordance with a time-table that will allow its suppliers and manufacturers sufficient time to fabricate, manufacture, inspect, test and deliver their respective products to the project site in a timely manner so as to not delay the complete performance of the work.

4.7.2.5 The review of Shop Drawings will be general and shall not relieve Contractor of responsibility for the accuracy of such drawings, nor for the proper fitting and construction of the Work, nor for the furnishing of materials or Work required by the Contract. No construction called for by Shop Drawings shall be initiated until such drawings have been reviewed and approved by Town.

4.7.3 Long Lead Time Items. Contractor shall submit Shop Drawings, as required by the Engineer, on all long lead items to be furnished and installed as part of the project within ten (10) days after execution of the Contract. In addition, Contractor shall order all long lead items to be furnished and installed as part of this Project within (3) days after receiving approved Shop Drawings. For all long lead times for which shop drawings are not required, Contractor shall order said long lead items within fifteen (15) days after execution of the Contract. Within two (2) days after ordering long lead items, Contractor shall supply copies of all purchase orders, along with an accurate delivery schedule from the supplier.

4.8 Section Not Used

4.9 Warranty and Correction of Defective Work

4.9.1 Contractor warrants to Town that the construction of the Work shall be of good and workmanlike quality and completed in strict conformance with all applicable laws, rules and regulations and the plans and specifications and all other terms and conditions of the Contract Documents, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship.

4.9.2 The date of Final Completion shall be the beginning of the Warranty period, irrespective of early completion by some Subcontractors of their work.

4.9.3 Contractor's warranty obligation shall be in accordance with MAG Specifications.

4.9.4 In addition, unless otherwise specified in the Contract Documents, Contractor and Subcontractors shall provide to Town all of the following written warranties that apply to the Work, in a form acceptable to Town.

- (a) General Warranty — Two (2) years.
- (b) Mechanical Contractor — Two (2) years.
- (c) Plumbing Contractor — Two (2) years.
- (d) Electrical Contractor — Two (2) years.
- (e) Roofing Contractor — Two (2) years.
- (f) Roofing Manufacturer — Ten (10) years.
- (g) Caulking — One (1) year.
- (h) Steel Joists, Certificate of Manufacture.
- (i) Exterior Metal Wall System — Five (5) years.
- (j) Painting — One (1) year.
- (k) Termite — Five (5) years.
- (l) Sheet Metal: Zinc coating thickness on hot-dipped galvanized.
- (m) Metals- One (1) year.
- (n) Acoustical Tile — Five (5) years.
- (o) Resilient Floor Covering — One (1) year.

4.9.5 Nothing in the warranties contained in the Contract Documents are intended to limit any manufacturer's warranty which provides Town with greater warranty rights than set forth in this Section or the Contract Documents. Contractor will provide Town with all manufacturers' warranties prior to Final Acceptance.

4.9.6 A progress payment, or partial or entire use or occupancy of the Project by Town, shall not constitute acceptance of Work not in accordance with the Contract Documents.

4.9.9 Without limiting the foregoing or anything in these General Conditions or the Contract to the contrary, Contractor shall obtain and provide to Town all warranties for any portion of the Project offered by the manufacturer, installer or provider thereof. Town and the user of the facility shall have the right to the full value and benefit of all such warranties. Contractor will ensure all such warranties are fully transferrable to facilitate the full value of this Section 4.9.9.

SECTION 5 — TOWN'S RESPONSIBILITIES

5.1 Town Project Manager. Project Manager is responsible for providing Town-supplied information and approvals in a timely manner to assist Contractor to fulfill its obligations under the Contract Documents.

5.2 Contractor Services. Town may contract separately with one or more Contractors to provide construction administration of the Project. The Contractor's Contract, as well as other firms hired by Town shall be furnished to Contractor. Contractor shall not have the right to limit or restrict or reject any Contract modifications that are mutually acceptable to Town and Contractor.

SECTION 6 — CONTRACT TIME

6.1 Contract Time.

6.1.1 The Contract Time shall start with the Notice to Proceed ("NTP") and end with Final Acceptance, as set forth in Section 6.4 below.

6.1.2 The Notice to proceed shall be issued in accordance with MAG Specifications § 108.

6.1.3 The Contract Time shall be as set forth in the Project Schedule. Contractor agrees that it will commence performance of the Work and complete the Project within the Contract Time.

6.1.4 Time is of the essence of this Contract, for the Project, for the Work, and for each phase and/or designated Milestone thereof.

6.2 Project Schedule.

6.2.1 The Project Schedule shall be updated and maintained throughout the Contract Time.

6.2.2 The Project Schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Contractor of its obligations to complete the Work within the Contract Time, as adjusted in accordance with the Contract Documents. No modification to the Contract Documents or the Contract Time shall be effective unless approved in advance by Town.

6.2.3 An updated Project Schedule shall be submitted monthly to Town as part of the Payment Request.

6.2.4 Contractor shall provide Town with a monthly status report with each Project Schedule detailing the progress of the Work, including: (i) if the Work is proceeding according to schedule, (ii) any discrepancies, conflicts, or ambiguities found to exist in the Contract Documents that require resolution, and (iii) other information detailing items that require resolution so as not to jeopardize the ability to complete the Work in the Contract Time.

6.2.5 Acceptance of a submitted schedule by Town should in no way be construed as an affirmation or admission that the schedule is reasonable or workable by Contractor. The responsibility for completing the Work on the Project within the Contract Time remains the obligation of Contractor. Town's review shall not relieve Contractor from compliance with the requirements of the Contract Documents or be construed as relieving Contractor of its complete and exclusive control over the means, methods, sequences and techniques for executing the work.

6.2.6 Critical Path Method (CPM)

6.2.6.1 Unless otherwise specified in the Contract, the Project Schedule shall include a Critical Path Method (CPM) diagram schedule showing the sequence of activities, the interdependence of each activity and identifies the Critical Path.

6.2.6.2 The CPM diagram schedule shall be in calendar Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float Times for all activities except critical activities. The CPM diagram shall be presented in a time scaled graphical format for the Project as a whole.

6.2.7 Float Time

6.2.7.1 The total Float Time within the overall schedule is for the exclusive use of Town, but Town may approve Contractor's use of Float as needed to meet contract Milestones and the Project completion date.

6.2.7.2 Contractor shall not be allowed to sequence, hide, or reallocate Float Time through such strategies, as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, tec. No time extensions will be granted nor delay damages paid until a delay occurs which extends the Work beyond the Contract Time.

6.2.7.3 Rain-Related Delays. Contractor is required, in preparing the Project Schedule to take into account all relevant weather conditions, including normal rainfall and distribution. No additional Compensation shall be given for any rain-related delays or impacts on the Work or the Project Schedule. The burden of documenting normal rainfall, the excessive rainfall and the impact on Critical Path activities is on Contractor.

6.3 Section Not Used

6.4 Final Acceptance and Final Completion.

6.4.1 Unless otherwise expressly agreed to in writing by Town, Final Completion must be obtained by no later than 60 calendar days after the date of Notice to Proceed. Failure to timely obtain Final Completion will be a material breach of the Contract.

6.4.2 Upon receipt of written notice that the Work is ready for final inspection and acceptance, Town and Contractor will jointly inspect to verify that the remaining items of Work have been completed. There shall be no partial acceptance. Final Acceptance shall not be issued and Final Completion shall not occur until all items of work, including Punch List Items, have been completed to Town's satisfaction as reflected in the written Final Acceptance.

6.4.3 Final Payment under Section 8.4 below shall not be due, owing, or paid by Town until Final Completion is obtained.

SECTION 7 — CONTRACT PRICE

7.1 Fixed Price Contracts. The Contract Price for all Fixed Price Contracts shall be the amount set forth in the Contract.

7.2 Town Sales Tax. Contractor is required to pay Town Sales Tax on any contracting activity done for the Town, and this cost shall be included in all Contract Prices.

SECTION 8 — PAYMENT

8.1 Payment For Construction Services.

8.1.1 Subject to the terms of the Contract Documents, including this Section 8, payment for the Work will be made in accordance with MAG Specifications § 109 as amended below.

8.1.2 In MAG Specifications § 109.7 (A), replace the first paragraph of the subsection with the following:

Town will make monthly progress payments during the course of the contract. The payments (estimates of work completed) will be prepared by Contractor on form provided by Town, and approved by Project Manager. The monthly payment cycle will start with the date of the Notice to Proceed. Town may process payments more frequently if requested by Contractor and agreed to in writing by Town.

8.1.3 Payments shall be made pursuant to A.R.S. § 34-221 and/or § 34-609, as applicable.

8.1.4 When construction of the Project is fifty percent (50%) completed, Contractor may request payment of one-half of the retention pursuant to A.R.S. § 34-221(C)(3) and/or §34-609(B)(3), subject to all of Town's rights to withhold or offset payments, and/or other rights of Town, under the Contract.

8.1.5 Town reserves the right under A.R.S. § 34-221(C)(3) and/or § 34-609(B)(3) to reinstate the ten percent (10%) retention if Town determines that satisfactory progress is not being made.

8.2 Final Payment. Subject to all of Town's rights to withhold or offset payment, and other rights under the Contract, Final Payment including remaining retainage shall be paid only after: (i) the Work has been fully completed (including completion of all incorrect or incomplete work items) and the written Final Acceptance has been issued by Town; (ii) necessary operating manuals, any excess materials and supplies necessary for matching materials and supplies incorporated into the Work, and complete "as-built" drawings (including the Building Information Model, if required by the Contact Documents), plans and specifications have been delivered to Town; (iii) full and unconditional lien waivers and releases by Contractor and any person performing labor or supplying material, machinery, fixtures, or tools for the Work have been delivered to Contractor; (iv) all conditions and requirements imposed by Town or any financing entity for the corresponding disbursement have been met; and (v) Contractor delivers to Town a Contractor Payment Request Form requesting Final Payment.

8.3 Town's Right to Withhold Payment. Town may withhold payment to such extent as may be necessary in Town's opinion to protect Town from loss for which Contractor is responsible, including, without limitation:

- i. Defective Work not remedied;
- ii. Third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Town is provided by Contractor;
- iii. Failure of Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- iv. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- v. Damage to the Town or another Contractor;

- vi. Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- vii. Persistent failure to carry out the Work in accordance with the Contract Documents.

8.4 Joint/Direct Checks. Payments to Contractor may be made by checks payable jointly to Contractor and its employees, agents, subcontractors and suppliers, or any of them, and when in the sole opinion of the Town it is advisable, payments may be made directly to Contractor's subcontractors and any amount so paid shall be deducted from the amounts owed to Contractor under this Contract.

8.5 Payment Not A Waiver. No payment (nor use or occupancy of the Project by the Town) shall be deemed acceptance or approval of the Work or as a waiver of any claims, rights, or remedies of Town.

8.4 Liens and Bond Claims. Contractor shall make all payments, in the time required, of all labor and materials furnished to Contractor in the course of the Work and shall promptly furnish evidence of such payments as Town may require. Contractor shall pay when due all claims arising out of performance of the Work covered by this Contract for which a lien may be filed either against the real estate or leasehold interest of Town, or against payments due from Town to Contractor, or for which a claim may be made against any payment or performance bond or both. To the fullest extent permitted by law, Contractor agrees that no liens or other claims in the nature of a lien against the real estate, leasehold, or other interest of Town, against payment due from Town to Contractor, or against any payment or performance bond, shall be filed or made in connection with the Work by any party who has supplied professional services, labor, materials, machinery, fixtures, tools, or equipment used in or in connection with the performance of this Contract, and Contractor agrees to remove or to cause to be removed any such liens or claims in the nature of a lien or bond claim within ten (10) days upon receiving notice or obtaining actual knowledge of the existence of such liens or claim. In addition, Contractor agrees to defend, indemnify, and hold harmless Town from and against any and all such liens and claims. This paragraph does not apply to claims and liens of Contractor due to non-payment for work performed.

8.5 Financial Record Keeping and Town's Audit Right.

8.5.1 Records for all Contracts between Town and Contractor shall, upon reasonable notice, be open to inspection and subject to audit, scanning, and/or reproduction during normal business working hours. Town or its designee may conduct such audits or inspections throughout the term of this Contract and for a period of three years after Final Payment or longer if required by law.

8.5.2 Town, its authorized representative, and/or the appropriate agency, reserve the right to audit Contractor's records in compliance with local, state or federal policies, statutes or at Town's discretion, within three (3) years of Final Acceptance of the Work.

SECTION 9 — CHANGES TO THE CONTRACT

9.1 Extra Work/Changes in the Work.

9.1.1 Town reserves the right to make such changes in the plans and specifications for the Work, as it may deem appropriate and any such change as set forth in a written Change Order or Extra Work Order shall be deemed a part of this Contract as if originally incorporated herein.

9.1.2 Contractor shall not be entitled to payment for additional work unless a written Change Order or Extra Work Order, in form and content prescribed by Town, has been executed by Town prior to starting the additional work.

9.1.3 Any agreement which modifies the terms of the Contract (including Change Orders) shall be approved in writing by the Project Manager. Once properly executed by both parties, these modifications to the Contract shall have the same effect as if they had been included in the original Contract.

9.2 Accuracy of Change Order Pricing Information. Signature by the contracting parties shall constitute full accord and satisfaction between Town and Contractor for all costs, damages, and expenses of whatever kind of nature, including delay, impact or acceleration damages, which may be occasioned by a Change Order of other modification of the Contract, agreed to in writing.

SECTION 10 — SUSPENSION AND TERMINATION

10.1 Suspension. Town may suspend the Contract and/or Contractor's performance in accordance with MAG Specifications § 105.1.

10.2 Termination by the Town for Cause.

10.2.1 MAG Specifications § 108.11 applies to the Contract.

10.2.2 Town may also terminate the Contract if Town determines, in its sole discretion, that Contractor has:

- (a) Refused or failed to supply enough properly skilled workers or proper materials;
- (b) Failed to make payment to Subcontractors for materials or labor in accordance with the respective agreements between Contractor and the Subcontractors;
- (c) Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- (d) Otherwise breached a provision of the Contract Documents or any other contract between Town and Contractor.

10.2.3 When any of the above reasons exist, Town may terminate the Contract, without prejudice to any other rights or remedies of Town, after giving Contractor and Contractor's surety, if any, seven (7) days' prior written notice of Town's intent to terminate the Contract and Contractor's failure to cure any such reasons. Upon such termination, Town may: (1) take possession of the Site and of all materials thereon owned by Contractor; and/or (2) finish the Work by whatever reasonable method Town may deem expedient. When Town terminates the Contract for one of the reasons state above, Contractor shall not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Contract Price, excluding any remaining Contingency existing at the time of such termination exceeds the costs and expenses of finishing the Work and any other damages incurred by Town, such excess shall be paid to Contractor. If such costs, expenses and damages exceed such unpaid balance, Contractor shall pay the difference to Town. This obligation for payment shall survive termination of the Contract.

10.3 Termination by Town for Convenience. Town may also terminate the Contract at any time for its convenience upon seven (7) days written notice to Contractor specifying the termination date. In the event of termination which is not the fault, in whole or in part, of Contractor, Town shall pay to Contractor only such compensation, including reimbursable expenses, due for Work properly performed on the Project prior to the termination date. Upon any termination of the Contract, no further payments shall be due from Town to Contractor.

10.4 A.R.S. § 38-511. The Contract is subject to, and may be terminated by Town in accordance with, the provisions of A.R.S. § 38-511.

10.5 Non-Appropriation. Town is a government agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If Town determines that it does not have funds to meet its obligations under the Contract, Town shall have the right to terminate the Contract without penalty on the last day of the fiscal period for which funds were legally available for the Project.

10.6 Under no circumstances shall Town have any liability for any costs, expenses, overhead, or profits in relation to any work not actually performed, or for any future or anticipated profits, recovery, damages, expenses, or losses.

SECTION 11 — INSURANCE AND BONDS

11.1 Insurance Requirements.

11.1.1 Contractor shall obtain, maintain, and provide verification of insurance coverage set forth in the Town's Insurance Requirements, as modified by any applicable Special Provisions, of the Contract.

11.1.2 Town may, in the Contract Documents, designate additional insured(s) along with Town (and their respective employees, members, representatives, agents and affiliates) on all required insurance policies, and all coverage applicable to Town under this Section 11.1 and the Insurance Requirements in the Town's Insurance Requirements shall apply to such designated additional insured(s) as well.

11.2.3 Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of this Contract.

11.1.4 Subcontractors. Contractor's certificate(s) shall include all Subcontractors as additional insureds under its policies or Contractor shall furnish to Town separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to the minimum requirements set forth in the Contract Documents, including the Town Insurance Requirements.

11.2 Bonds and Other Performance Security.

11.2.1 Prior to execution of the Contract, Contractor shall provide a Performance Bond and a Payment Bond, each in an amount equal to the full amount of the Contract Price.

11.2.2 Each such bond shall be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the State of Arizona, issued by the Director of the Arizona Department of Insurance. A copy of the Certificate of Authority shall accompany the bonds.

11.2.3 The bonds shall be made payable and be acceptable to Town. The bond forms for the performance and payment bonds shall be in the forms required under A.R.S. § 34-221, *et seq.*

11.2.4 All bonds submitted for this project shall be provided by a company which has been rated AM Best rating of A- or better for the prior four quarters by the latest edition of the 'Results Best's Key Rating Guide (Property/Casualty)' published by the A.M. Best Company.

11.2.5 Personal or individual bonds are not acceptable.

SECTION 12 - INDEMNIFICATION

12.1 To the fullest extent permitted by law, Contractor, its successors and assigns shall defend, indemnify and hold harmless the Town and its agents, representatives, officers, directors, officials and employees from all demands, proceedings, suits, actions, claims, damages, or losses relating to, arising out of, resulting from or alleged to have resulted from the performance of the Work or failure to comply with Contractor's obligations under the Contract Documents or any laws, regulations, or legal requirements. Contractors' duty to defend, indemnify and hold harmless Town and its agents, representatives, officers, directors, officials and employees shall arise in connection with all demands, proceedings, suits, actions, claims, workers' compensation claims, unemployment claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) that are attributable to personal or bodily injury, sickness, disease, death or injury to, impairment or destruction of property including loss of use resulting therefrom, caused by any act or omission of Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

12.2 Contractor shall also defend, indemnify and hold harmless Town, the Contractor, any jurisdiction or agency issuing permits for any work involved in the project and their consultants and each of their directors, officers, employees and agents from and against all losses, expenses, damages (including damages to the work itself), attorney's fees and other costs including costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of Contractor's obligations under the Contract. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

12.3 The indemnified party shall have the right to approve the legal counsel selected by Contractor or the insurer of the liability, which approval shall not be unreasonably withheld.

12.4 The defense, indemnification, hold harmless provisions and Town's Liability Insurance set forth herein shall survive any termination of the Contract.

SECTION 13 — DISPUTE RESOLUTION

13.1 Informal Dispute Resolution. The parties to the Contract agree that time is of the essence in relation to performance of the Contract and completion of the Project, therefore any and all disputes in relation to the Contract will initially be referred to the Project Manager, the Design Professional Representative and/or the Contractor Representative as applicable to the dispute, for immediate resolution. If, after good faith efforts to reach a resolution, none is reached, any party to the dispute may submit the dispute to the Dispute Resolution Representative ("DRR") process set forth below, which is intended to be an expedited process.

13.2 Dispute Resolution Representative (DRR) Process.

13.2.1 The Parties under the Contract agree that all claims and disputes in relation to the Project which are not resolved in the ordinary course of the Project (Claim or Claims) shall, as a prerequisite to any mediation, or litigation of the Claim, first be submitted for resolution between the designated Dispute Resolution Representatives of the Parties as set forth herein (the "DRR Process").

13.2.2 The DRR Process shall be initiated through service of a DRR Notice as set forth below:

(a) for claims by the Contractor or the Design Professional, the DRR Process shall be initiated by the party asserting the claim serving written notice on the Town setting forth in detail: (i) the basis for the claim; (ii) the effect of the Claim upon the construction of, and/or Project Schedule for, the Project; (iii) the specific relief requested, the amount thereof, and how such was calculated; (iv) the parties involved in the Claim, and how they are involved; (v) the specific contract provisions in the Contract Documents (including, if applicable, drawings and specifications) which apply; and (vi) efforts made to date to resolve the Claim.

(b) For claims by the Town, the DRR process will be initiated by the Town providing written notice to the other parties of the basis and amount of its claim, the parties involved in the Claim, and how they are involved, the provisions in the Contract Documents that apply, and the relief requested.

(c) The DRR Notice shall be hand-delivered and e-mailed to the other parties' designated Dispute Resolution Representatives.

13.2.3 The other parties shall respond in writing to the DRR Notice (DRR Response) within ten (10) calendar days of receipt of the DRR Notice, setting forth those items set forth in the DRR Notice that they agree with, dispute, and/or have questions concerning. The DRR Response shall be hand-delivered and e-mailed to the other parties' Dispute Resolution Representatives.

13.2.4 The designated Dispute Resolution Representatives for the Parties to the claim shall then meet as soon as possible and in any event within twenty (20) calendar days of submission of the DRR Notice (regardless of whether a DRR Response has been submitted by all parties involved in the dispute), at a mutually agreed upon time and place, to attempt to resolve the Claim based upon the DRR Notice and DRR Response.

13.2.5 At any time after the first meeting required above, either party may terminate the DRR Process by written notice to the other party.

13.2.6 The parties may agree, in writing, to extend or modify the time limits or other provisions of the DRR process in relation to a specific pending Claim.

13.2.7 Unless otherwise designated in a written notice to the other parties, the Project Manager and the representatives of the Contractor and of the Design Professional shall act as the parties' designated Dispute Resolution Representatives.

13.2.8 If a resolution of the Claim is reached, that resolution shall be set forth in writing and shall be signed by the Parties' designated Dispute Resolution Representative. If the resolution involves a change in any Contract Documents, the Contract Price, the Project Schedule, or any other change requiring a written Change Order or Amendment, the parties shall execute an appropriate written Change Order or Amendment pursuant to the terms of the Contract Documents.

13.3 Mediation.

13.3.1 Unless extended by written agreement of the parties involved in the dispute, any Claim not resolved through the DRR process set forth above within five (5) calendar days after the meeting required under B (4) above, or after the DRR is terminated pursuant to ¶ B (5) above, whichever is earlier, shall be submitted to mediation as a condition precedent to litigation by either party.

13.3.2 The mediation shall be commenced by written demand upon the other party for mediation. If the parties cannot agree upon a mediator within ten (10) calendar days of the written demand, either party may make a request to the Civil Presiding Judge of the Pinal County Superior Court to appoint a mediator. The mediation shall occur within forth (40) calendar days of the written demand for mediation, unless the parties agree, in writing, to a longer period of time.

13.3.3 The qualifications for the mediator shall be that they be: (a) an experienced mediator, arbitrator or litigator of construction disputes; and (b) having engaged a significant portion of their time involving and/or resolving construction disputes for at least the past five (5) years.

13.3.4 Each party shall provide to the other party and the mediator all of the information and documentation required under B(1) and (2) above, together with any additional information and documentation which the party believes relevant. In addition, the parties shall exchange, and provide to the mediator such

additional memoranda, information and/or documentation, as the mediator may request, and in the form and at such times, as the mediator may direct.

13.3.5 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Mesa, Arizona, unless another location is mutually agreed upon. Agreements reached in mediation shall be specifically enforceable in any court having jurisdiction thereof.

13.4 Arbitration.

13.4.1 If the mediation is unsuccessful, the parties shall submit the dispute and/or claim to be resolved through binding arbitration conducted according to the then current Construction Industry Arbitration Rules of the AAA, but not administered or conducted by the AAA, which arbitration shall be held in Pinal County, Arizona, utilizing a single arbitrator selected by the parties, unless the parties agree, in writing, to an alternative arbitration procedure.

13.4.2 If: (a) the parties cannot agree on a single arbitrator within two (2) weeks of the demand for arbitration; or (b) the parties at any time prior to the arbitrator being appointed and the arbitrator has accepted the appointment, cannot agree upon any significant aspect of the arbitration, not already addressed herein, either party may submit the Claim directly to the AAA to select the Arbitrator, and thereafter the arbitration shall be administered by the AAA.

13.4.3 The arbitrator shall be an attorney with at least fifteen (15) years of experience in construction related practice, and whose practice, for at least the last five (5) years, consists of at least 50% construction law.

13.4.4 At the request of either party, the arbitration may include as parties, through joinder, consolidation or otherwise, additional persons or entities involved in the Project, involving claims and/or disputes with common issues and/or facts. The arbitrator shall promptly rule upon any request for joinder or consolidation.

13.4.5 In relation to claims in which the amount in controversy is less than \$250,000, no discovery other than exchange of documents, designation of witnesses and detailed disclosure of claims and defenses (including specifically a detailed basis for calculating all claims), and no more than 3 depositions and 1 expert per side, shall be allowed, subject to disclosure of such other information as approved by the arbitrator. Otherwise, discovery shall be allowed and/or limited as decided by the arbitrator.

13.4.6 The prevailing party in any arbitration or court proceeding under this Agreement shall be entitled to an award of its attorneys' fees, costs, and expenses (including expert witness fees) incurred.

13.4.7 A demand for arbitration shall be made within the time limits specified in the Contract Documents as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.

13.4.8 The Parties agree to participate as a party, by joinder and/or consolidation, in any arbitration, litigation, or other dispute resolution involving as an issue, claim, or defense, any action, inaction, or service provided under this Contract or in relation to the Project or the Work, or any defect or deficiency in the Work.

13.4.9 The party filing a notice of demand for arbitration, or a counterclaim, must assert in the demand or counterclaim all Claims then known to that party on which arbitration is permitted to be demanded.

13.4.10 Any award by the arbitrator shall not include any consequential or punitive damages.

13.4.11 The award entered by the arbitrator shall be a reasoned award.

13.4.12 The award entered by the arbitrator shall be final and judgment may be entered thereon in the Arizona Superior Court.

SECTION 14 — MISCELLANEOUS PROVISIONS

14.1 Assignment. Neither Contractor nor Town shall, without the written consent of the other assign, transfer or sublet any portion of this Agreement or part of the Work or the obligations required by the Contract Documents, any such assignment will be void, will transfer no rights to the purported assignee, and would be a material breach of the Contract.

14.2 Governing Law and Venue. In the performance of the Contract, Contractor shall abide by and conform to any and all laws of the United States, State of Arizona, Pinal County, and the Town, including but not limited to federal and state executive orders providing for equal opportunities, the Federal Occupational Safety and Health Act and any other federal, state, county or local laws applicable to the Contract. This Contract shall be governed by and construed in accordance with the substantive laws of the State of Arizona, without reference to conflict of laws and principles. Exclusive jurisdiction and venue for any action brought to enforce or construe any provision of this Contract shall be proper in the Superior Court of Pinal County, Arizona and both parties consent to jurisdiction and venue in such court for such purposes.

14.3 Survival. All warranties, representations and indemnifications by Contractor shall survive the completion or termination of this Agreement.

14.4 No Waiver. The failure of either party to enforce any of the provisions of the Contract Documents or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of the Contract Documents or any part thereof, or the right of either party to thereafter enforce each and every provision.

14.5 Project Communications.

14.5.1 All communications concerning the performance of the Work or the Project shall be provided to the designated Project Manager and Contractor's Representative set forth in Article 1 of the Contract.

14.5.2 Project communications may be exchanged by e-mail upon the written agreement of the Project Manager and Contractor Representative, but e-mail communications are not binding upon Town and cannot change the terms of the Contract or the scope of work, or effectuate any change that requires a written change order. The use of e-mails is for information only, and e-mails will have no legal or binding effect.

TOWN REVISIONS TO MAG SPECIFICATIONS

- 1. Adoption of the MAG Specifications:** The Uniform Specifications for Public Works Construction issued by the Maricopa Association of Governments (“MAG Specifications”) have been adopted by the Town and shall apply to the Work, to the extent applicable. In addition, to the extent the Town has adopted its own Town Specifications, and/or Supplements and/or Modifications to the MAG Specifications (collectively the “Town Specifications”), those Town Specifications shall apply to the Work when and where appropriate and Contractor shall fully comply therewith. Any questions or concerns the applicability of any specific MAG or Town Specification to the Work shall be directed in writing to the Project Manager.
- 2. ITB, Contract, General Provisions, Special Provisions, and/or Specifications for the Project:** To the extent there is any conflict between: (i) the ITB, the Contract, the General Provisions to the Contract, the Special Provisions, and/or the Specifications for the Project; and (ii) the MAG Specifications as amended by the Town, the specific provision applicable to the Project set forth in the Contract Documents enumerated in (i) prevail.
- 3. Specific Revisions to MAG Specifications:** The following special provisions modify the sections of the MAG Specifications.

Section 102.3 INTERPRETATION OF QUANTITIES IN PROPOSAL

Add the following at the end of the section:

Notwithstanding any other provision in the Contract Documents, Contractor shall not be entitled to increase the unit prices on any basis, including increases, decreases or reallocation of any quantities, no matter what the quantum of the increase, decrease or reallocation may be.

Section 102.12 DISQUALIFICATION OF BIDDERS

Add a new paragraph (C), to read as follows:

(C) Submission of any unit prices in the bid proposal which are unbalanced, either above or below the amount of a reasonable bid price as determined by the Town Engineer, to the potential detriment of Town.

Section 104.2 ALTERATION OF WORK

Delete the second paragraph in Section 104.2.1 in total, and replace with the following:

No payment will be made for any changes in the Work, whether initiated by the Town, the Engineer, or Contractor, unless and until a written change order has been fully executed and approved by the Town.

Delete Section 104.2.2 in its entirety.

In Section 104.2.3, delete the following from the first paragraph in Section 104.2.3:

“and payment will be made in accordance with the provisions set forth in Section 109.”

Section 105.4 COORDINATION OF PLANS AND SPECIFICATIONS

Add the following:

For any apparent error or omission in the plans and specifications, such corrections by the Town Engineer may include adjustments in units, quantities and unit prices.

Section 108.1 NOTICE TO PROCEED

Add the following subsection:

(C) Work shall not start until the contract has been executed by both the Contractor and the Town. The Contractor shall begin work as soon as practical after the starting date specified in the Notice to Proceed. All

work under the contract shall be completed within the number of calendar days stated in the proposal, plus extensions, beginning the day following the starting date specified in the Notice to Proceed.

Section 108.11 TERMINATION OF CONTRACT

Add the following at the end of the first paragraph:

The Town may also terminate the Contract for its convenience without cause. Contractor shall only be entitled to payment for the actual costs of Work actually completed as of the date of termination, and no payment shall be due or made for any anticipated costs, profits, overhead or other costs not actually incurred, and no payment shall be paid for idle time or labor cost, legal or accounting charges, claim preparation charges, subcontractor costs, lost profits, general conditions or overhead, bidding and/or project investigation costs, acceleration or efficiency claims, or any other additional expense or claim related to the termination.

Section 109.4 COMPENSATION FOR ALTERATION OF WORK

Before Section 109.4.1, add the following:

Any deduction or increase in the Contract Price must be supported by a signed, written change order fully executed by the Town, and supported by such backup as the Engineer, Project Manager, and the Town may require. No adjustments in any unit prices will be allowed.

Delete Sections 109.4.1(A) and (B) and 109.4.2(A) in their entirety.

Section 109.9 DOLLAR AMOUNT OF MAJOR ITEM

Delete in its entirety.

Section 110 NOTIFICATION OF CHANGED CONDITIONS AND DISPUTE RESOLUTION

Delete the entire section and replace with the following:

All claims and disputes shall be resolved pursuant to § 13 of the General Conditions.

INSURANCE REQUIREMENTS

1. **Contractor's Obligation:** Contractor shall secure and maintain, at his or her own expense, until completion of the contract, general liability and property insurance as shall protect Contractor and the Town from claims for bodily injury, personal injury, and property damage which may arise because of the nature of the work or from operations under this contract. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
2. **General Liability Coverage:** Contractor shall have general liability coverage on a per project basis, per occurrence, and in comprehensive form. General liability coverage shall include Products/Completed Operations, Explosion, Underground and Collapse Hazard, Premises, Operations, Contractual, Independent Contractors, Broad Form Property Damage and Personal Injury.
3. **Coverage Amounts:** Contractor shall provide general liability and excess general liability coverage in the following amounts, at a minimum:

Employer's Liability	\$500,000-\$1,000,000
-----------------------------	-----------------------

Contractors General Liability

a. General Aggregate	\$2,000,000
b. Products – Completed Operations Aggregate	\$2,000,000
c. Personal and Advertising Injury	\$2,000,000
d. Each Occurrence (Bodily Injury and Property Damage)	\$2,000,000
e. Excess or Umbrella Liability	
1.) General Aggregate per job	\$3,000,000
per policy year	\$5,000,000
2.) Each Occurrence per job	\$3,000,000
per policy year	\$5,000,000

Automobile Liability

a. Bodily Injury:	
Each Person	\$1,000,000
Each Accident	\$1,000,000
b. Property Damage	
Each Accident	\$1,000,000
c. Combined Single Limit	\$1,000,000

Contractual Liability

a. Bodily Injury:	
Each Accident	\$2,000,000
Annual Aggregate	\$2,000,000
b. Property Damage:	
Each Accident	\$2,000,000
Annual Aggregate	\$2,000,000
Each Accident	\$2,000,000
Annual Aggregate	\$2,000,000

Workman's Compensation

a. Bodily Injury by Accident each accident	\$1,000,000
b. Bodily Injury by Disease each employee	\$1,000,000
c. Bodily Injury by Disease policy limit	\$1,000,000

4. Additional Provisions:

- A. Additional Insured: Contractor shall name the Town of Florence as an “Additional Insured” on all insurance policies, except Worker's Compensation, and this shall be reflected on the Certificate(s) of Insurance.
- B. Cancellation Notice of Material Change of Coverage: Contractors’ required insurance shall be endorsed to provide that the policy(ies) will not be canceled, reduced, discontinued, or otherwise materially altered during the period of performance without thirty (30) days prior written notice to the Town of Florence.
- C. Certificate(s) of Insurance: Prior to commencing work under each contract or subcontract, Certificates of Insurance shall be submitted and approved by the Town. Contractor is responsible for obtaining Certificates of Insurance establishing that Contractor and all subcontractors have complied with insurance requirements previously stated. Copies of Certificate(s) of Insurance shall be forwarded to the Risk Manager for review and filing. Failure of Town to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Town to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor’s obligation to maintain such insurance. Town shall have the right, but not the obligation, to prohibit Contractor or any of its subcontractors from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Town.
- D. Rating of Insurance Company(ies): Any and all insurance company(ies) supplying coverage to Contractor must have no less than an “A” rating in accordance with the A.M. Best rating guide.
- E. Deductible: Contractor shall be responsible to satisfy any deductible or self-insured retention with respect to any of the coverages required by the Contract Documents.
- F. Rental Equipment: In the event that rental of equipment is undertaken to complete and/or perform the Work, Contractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.
- G. Personal Property: In the event that materials or any other type of personal property (“personal property”) is acquired for the Project or delivered to the Project site, Contractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons. Contractor shall maintain “all risk” insurance, on a replacement cost basis, covering loss or damage to personal property (for which it has title and/or risk of loss) which is to become a final part of the Project, during any time such personal property is in transit and while stored or worked upon away from the Project site. Town shall be named as additional insured under such insurance.
- H. Waiver of Subrogation: Town and Contractor waive all rights against each other and Architect/Engineer, and separate contractors for damages caused by fire or other perils covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance.
- I. Right to Require Higher Limits: Town reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Town’s opinion, operations by or on behalf of Contractor create higher than normal hazards and, to require Contractor to name additional parties in interest to be Additional Insureds.
- i. Waiver of Requirements: The Town Manager, in consultation with the Risk Manager and/or Town Attorney, reserves the right to waive or reduce insurance requirements should it be in the best interest of the Town.

SPECIAL PROVISIONS LIST

The Plans, Details, Specifications and any other Special Provisions applicable to the Project (Special Provisions) are listed below and attached hereto as Attachment 1.

List of Special Provisions: {To be inserted by Project Manager}

Plans:

Details:

Specifications:

Other Special Provisions: See Attachment 1 attached hereto.

BID FORM

**TOWN OF FLORENCE Well #4 to Well #5 Transmission Main
PROJECT # WU-69:**

THIS BID IS SUBMITTED BY:

a(n) _____ (Corporaiton, Limited Liability Company,
Partnership, Joint Venture, Sole Proprietorship, Individual), holder of an Arizona Registrar of Contractor's license:
ROC# _____, classification _____

NAME TITLE DATE

(Failure to fill in the information above, regarding the Bidder being a holder of Arizona State Contractor's License is grounds for rejection of the bid.)

The undersigned Bidder, having examined and determined the scope of the Contract Documents, hereby proposes to perform the work described herein for the following unit prices or lump sum amounts:

BID SCHEDULE

**TOWN OF FLORENCE Well #4 to Well #5 Transmission Main
PROJECT # WU-69:**

Item Number	Description	Unit	Quantity	Unit Price	Extended Price
1	Mobilization & Demobilization	LSUM	1		
2	Storm Water Pollution Prevention Plan	LSUM	1		
3	Construction Staking & As-Builts	LSUM	1		
4	Quality Control & Material Testing	LSUM	1		
5	Construction Water	LSUM	1		
6	Dust Control	LSUM	1		
7	Traffic Control	LSUM	1		
8	16" PVC C-905 Waterline	LF	1963		
9	16" Class 350 Ductile Iron Pipe Waterline	LF	73		
10	12" PVC C-900 Waterline	LF	3624		
11	12" Class 350 Ductile Iron Pipe Waterline	LF	180		
12	8" Class 350 Ductile Iron Pipe Waterline	LF	10		
13	6" Class 350 Ductile Iron Pipe Waterline	LF	166		
14	16" Valve Box and Cover	EA	6		
15	12" Valve Box and Cover	EA	10		
16	8" Valve Box and Cover	EA	1		
17	6" Valve Box and Cover	EA	6		
18	Curb Stop and Flushing Pipe per Detail Sheet DT01	EA	1		
19	Curb Stop and Flushing Pipe per MAG Detail 390 Type "B"	EA	1		
20	Air Release Valve per Detail Sheet DT02	EA	4		
21	Pipe Plug Per Detail Sheet DT02	EA	4		
22	Abandon Valve per Detail Sheet DT01	EA	3		
23	Remove and Salvage Existing Fire Hydrant	EA	4		
24	Fire Hydrant per MAG Detail 360	EA	6		
25	Concrete Encasement per MAG Detail 404	LF	79		

Item Number	Description	Unit	Quantity	Unit Price	Extended Price
26	Micro Seal per MAG Section 714 and Special Provisions	SY	11861		
27	Remove and Replace Existing Pavement per MAG Detail 200 "T-Top"	SY	3184		
28	Remove and Replace Existing Sidewalk	SF	360		
29	Remove and Replace Existing Curb and Gutter	LF	65		
Total Base Bid=					\$

Add Alternate No.1

1 Pavement Markings (Ruggles St. from Willow to SR 79) LSUM \$ _____ \$ _____

TOTAL BID PRICE (Items 1 to 29 and Add Alternative No.1 Inclusive) \$ _____ (In Numbers)

Dollars

(In Words)

Cents

(In Words)

In evaluating Bids, discrepancies in the multiplication of units of work and unit prices will be resolved in favor of unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in factor of the correct sum.

Bidders are required to fill in all blank spaces with an entry. Bids submitted with blank spaces may be considered "Non-Responsive".

Quantities shown in this bid schedule are approximate only, and are used for the purpose of bid comparison.

In submitting this Bid, it is understood that the right to reject any and all Bids and to waive irregularities in the Bidding has been reserved by THE TOWN.

The undersigned hereby certifies that the information submitted herewith, including any attachment is true to the best of his knowledge and belief.

Seal (if bid is by Corporation)

Respectfully Submitted:

Bidder: _____

Signature: _____

Title: _____

License No. _____

Address: _____

Date: _____

ACKNOWLEDGEMENT OF ADDENDA

_____ acknowledges that it has received the following addenda:
(Contractor)

(Addendum #)	(Date)

Date: _____ (Signature)
_____ (Title)

Statutory Bid Bond

**STATUTORY BID BOND
PURSUANT TO TITLE 34, CHAPTER 2, ARTICLE 1 OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 10% of the bid amount)**

KNOW ALL MEN BY THESE PRESENTS:

That _____ (hereafter "Principal"),
as Principal, and _____, a corporation organized and existing under the
laws of the State of _____, with its principal offices in the City of _____,
(hereafter "Surety"), as Surety, are held and firmly bound unto the
_____ (hereafter "Obligee"), in
the amount of _____ (Dollars)
(\$ _____), for the payment whereof, the said Principal and Surety bind themselves,
and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for _____

NOW, THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of the proposal and give bonds and certificates of insurance as specified in the standard specifications with good and sufficient surety for the faithful performance of the contract and for prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the bonds and certificates of insurance if the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

Witness our hands this _____ day of _____, 20____.

PRINCIPAL

SEAL

BY: _____

SURETY

BY: _____

AGENCY OF RECORD

RESOLUTION OF BOARD OF DIRECTORS

**CERTIFIED COPY OF RESOLUTION OF
BOARD OF DIRECTORS OF**

(Name of Corporation)

RESOLVED that _____ of
(Person Authorized to Sign) (Title)

_____ ("Corporation") is authorized to sign and submit
the bid or proposal of this corporation for the following project:

TOWN OF FLORENCE: WELL #4 TO WELL #5 TRANSMISSION MAIN

The foregoing is a true and correct copy of the resolution adopted by the Corporation at the
meeting of its Board of Directors held on the _____ day of _____, 20_____.

By _____

Title _____

(SEAL)

(THIS FORM MUST BE COMPLETED IF BIDDER IS A CORPORATION)

W-9 FORM

**Request for Taxpayer
 Identification Number and Certification**

Give form to the
 requester. Do not
 send to the IRS.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership Other ▶ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--	--	--	--	--

OR

Employer identification number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest and dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

ATTACHMENT #1

SPECIAL PROVISIONS

All work performed shall comply with the 2015 edition of the MAG Uniform Standard Specifications except as listed below.

AMENDMENTS TO MAG UNIFORM STANDARD SPECIFICATIONS

SECTION 105 CONTROL OF WORK

105.6 COOPERATION WITH UTILITIES:

This section is modified to add:

105.6.1 Southwest Gas

Abandoned gas line facilities are present in several locations along the project. If during trenching for the proposed waterline, the abandoned gas lines are encountered and require removal, the Contractor shall contact Southwest Gas. Southwest Gas forces will remove and dispose of the abandoned pipe at no cost to the Contractor; however the Contractor is advised a response from Southwest Gas may take several working days.

The contacts for Southwest Gas are: Russell Sopha (Construction Supervisor) at (520) 316-5013 or Jesse Gonzales (Coordinator) at (520) 316-5022.

There will be no additional payment or contract time extension given to the Contractor for coordination with Southwest Gas for removal of the existing gas line or for construction delays resulting from this pipeline removal process. Any additional cost to the Contractor for this work shall be considered incidental to the waterline contract bid items.

105.8 CONSTRUCTION STAKES, LINES AND GRADES:

This section is replaced with the following:

The contractor will be responsible for construction staking and "As-Built" record drawing preparation on mylars provided by the Construction Manager.

A full size set of project blue line drawings shall be kept on-site and updated on a weekly basis with a red pencil or red ink to reflect any field adjustments, changes, omissions, additions, etc. as they occur on the project. The Town inspector may check site as-builts on a weekly basis to ensure all modified project elements have been properly recorded on the field plan set.

The Town will provide the Contractor with the original mylar plan sheets for use in preparing final as-builts. Information shall be shown on these mylars in **red opaque ink**, depicting the constructed dimensions, elevations, grades and materials including locations of existing underground utilities found during construction.

The Contractor shall exercise extreme care in handling the originals and will return them to the Town in like condition. In the event the originals are damaged or determined by the Town to be unacceptable, the Contractor shall replace the originals by contacting the Design Engineer of record and have new drawings produced. All costs incurred, as the result of replacing the originals shall be borne by the Contractor. The Town will be the sole judge in determining whether the as-builts are acceptable in either condition or detail.

All work included in the contract documents as well as changes to the contract shall be noted as correct or modified by either checking off the information if it is correct, or by drawing a neat line through the original data and writing in the correct information in **red opaque ink** if the information is incorrect. Unless noted otherwise below in the minimum as-built requirement section, station/offset measurements will be from construction centerline/monument line both parallel and transverse to roadway; added items or location changes shall be physically drawn at revised or new locations on the as-builts; and all measurements and stations should be to the nearest tenth of a foot.

The minimum requirements for mylar as-built acceptance is as follows:

Project Drawing Quantity Notations: Any project drawing or quantity summary sheet that shows a quantity on it that is incorrect shall be corrected by drawing a neat line through the original quantity and writing in the correct

information. When space on the drawing does not allow room to indicate the corrections, a separate table may be drawn on a separate sheet with reference on both plan sheets to the plan sheet that the table refers to or to the sheet where the table is located.

Existing/New Utilities: All underground infrastructure utilities, whether depicted on the project plans or not, shall be verified, corrected or added to the as-builts noting the beginning and ending station/offset location and elevation of utility relative to finished roadway grade or other identifiable ground or permanent roadway/project feature.

Removals: Dimensions and/or other volumetric descriptions and station/offset location of all removed items.

Curb/Gutter/Valley Gutter: Beginning and ending station/offset location of straight curb/gutter/valley gutter runs relative to construction centerline/monument line; flow line elevation; and station/offset location of PC's and PT's.

Driveway/Alley Entrances: Beginning and ending station/offset including driveway wings.

Roadway Pavement: Beginning/ending station and measured completed roadway width from edge of pavement to edge of pavement in straight roadway sections and actual sawcut removal/tie-in to existing pavement locations.

Roadway Striping/Signage: Any relocated sign shall be located by station and offset from construction centerline/monument line. Any change in roadway marking is to be noted on as-builts.

Linear Items: Fences, walls, ditches, etc. should be located by station/offset and tied in with a permanent point.

The as-built drawings shall be certified by an Arizona Registered Land Surveyor. As-built drawings shall be delivered to the Town's Contract Administrator within thirty (30) calendar days from the date of final inspection and acceptance by the Town of the work completed under this contract. No separate payment will be provided for this work as it shall be included in Construction Surveying and As-Builts.

SECTION 106 CONTROL OF MATERIALS

106.2 SAMPLES AND TESTS OF MATERIALS

This section is modified as follows:

In the first sentence of the second paragraph, substitute "The Contractor" for the words "..... Contracting Agency....".

Acceptance of materials shall be based upon testing conducted in compliance with Appendix A - Materials Testing Frequency Guide. Work under this Section shall be paid for as a lump sum under the Bid Item – Quality Control & Material Testing.

SECTION 107 LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

107.2 PERMITS

This section is modified as follows:

A Right-of-Way Permit shall be acquired from the Town of Florence Public Works Department and shall require the submittal of a Traffic Control Plan. The cost of the permit is \$25.

SECTION 401 TRAFFIC CONTROL

401.7 PAYMENT

This section is modified as follows:

Payment for work under this Section will be made as a lump sum under the Bid Item – Traffic Control and shall include traffic control devices, barricades, flagmen, the preparation of traffic control plans and any other items as required.

Add the following Section:

SECTION 402 PAVEMENT MARKINGS

402.1 DESCRIPTION

New pavement markings along Ruggles Street from Willow St. east to State Route 79 have been included in the bid schedule as an add alternate.

Proposed work will include the installation of new permanent markings based on existing conditions, lane widths, and layouts. Contractor shall be responsible for reviewing the site prior to construction and shall match color, width, and pattern of all existing pavement markings.

402.2 MATERIALS AND METHODS

Contractor shall spot mark the project and shall coordinate with Town inspector before applying permanent markings.

Permanent pavement markings shall be either paint or thermoplastic. If thermoplastic is used, Crosswalks, Stop Bars, and Holding Bars shall be installed with a thickness of ninety (90) mils, and longitudinal markings shall be installed with a thickness of sixty (60) mils. Contractor shall coordinate with Town staff to determine possible locations of thermoplastic installation.

402.3 MEASUREMENT AND PAYMENT

Pavement Markings shall be paid at the contract unit price as a Lump Sum item and shall include all necessary equipment, labor and materials.

SECTION 610 WATER LINE CONSTRUCTION

610.4 CONSTRUCTION METHODS

This section is modified to add:

All fire hydrant installations shall include on the as-built plans locations of origin, terminus, valves, angle points, fittings and bends. Removal of existing fire hydrants shall include in the as-built plans locations of abandoned valve and pipe plug.

Contractor shall sequence his work so that the waterline is installed along Ruggles Street before all other work is begun.

SECTION 714 MICROSURFACING MATERIALS

714.3 BITUMINOUS MATERIAL

This section is modified to add:

Emulsion used shall be CQS-1HP and shall be applied at a rate of 20 pounds per square yard.

Add the following section:

714.8 MEASUREMENT AND PAYMENT

Micro seal shall be paid at the contract unit price per square yard installed and shall include all necessary equipment, staking, labor and materials.



TOWN OF FLORENCE, ARIZONA

WELL #4 TO WELL #5 TRANSMISSION MAIN

PROJECT NO. WU-69

ADDENDUM #1

DATED: April 1, 2015

Bidder shall acknowledge the receipt of this addendum on Page 42 of the contract documents entitled Acknowledgement of Addenda.

The following is a summary of all inquiries and responses regarding the proposed waterline installation.

- 1) How thick is the existing asphalt?

Response: Based on As-Built information, the existing AC depth varies from 2"-3" thick. The existing ABC depth varies from 4" to 8" thick.

- 2) Will the traffic control set-ups be allowed to stand for 24 hours or will the contractor have to set-up & take down on a daily basis?

Response: A 24-hour setup is possible, however, it is up to the contractor to submit a traffic control plan to the Town which will be reviewed and be subject to approval by the Public Works Department. Plans should include any proposed set-up, lane layouts, temporary barriers or fencing, roadway closures, detours, etc.

- 3) Is there a location within the Town where the excavated spoils can be taken? Will the Town charge the contractor?

Response: The Town does not have a location for excavated spoils. The Contractor is responsible for disposal of all materials.

- 4) The detail for the asphalt replacement is MAG 200 T-Top. Will the trench backfill have to conform to the material listed in this detail or are we allowed to follow the trench detail in the plans (DT01)?

Response: The 12" thick "shelf" under the asphalt cement needs to conform to the MAG detail. Beneath the shelf the trench detail in the plans may be used.

- 5) What material type is the existing 16" water main under Main St & Ruggles St that we have to connect to?

Response: The existing water line is PVC.

- 6) Any traffic control or road closure restrictions?

Response: See response to Question #2.

- 7) Will you need temporary fencing for this project?

Response: See response to Question #2.

- 8) What is the thickness of the existing asphalt?

Response: See response to Question #1.

- 9) Does the Town have a yard where we can dump spoils? If so, where is the exact location?

Response: See response to Question #3.

- 10) Are 24-hour setups allowed for traffic control? Or do they need to be taken down on a daily basis?

Response: See response to Question #2.

- 11) Do you have a source for construction water and, if so, how much do you charge for it?

Response: A fire hydrant with a meter may be used to obtain construction water. The cost shall be a \$1,000 refundable deposit with a rate of \$2.50 / 1,000 gallons. There will be a one-time charge of \$75.00 to install the meter and a one-time charge of \$70.00 to remove the meter.

- 12) Is native backfill approved for the project?

Response: Native material may be used for backfill. See trench details and notes in the construction plans for compaction and gradation requirements.

- 13) Will we be able to shut down roads to local traffic only?

Response: See response to Question #2.

14) Regarding the MAG 200 T-Top asphalt replacement. Will you require the aggregate base section to be T-Top or the asphalt section only?

Response: Both the aggregate base and the asphalt will require the T-Top section.

15) On sheet 50 of the Bid Documents, reference is made to “mylar” drawings. Can the as-built drawings be submitted in electronic format in lieu of mylar sheets?

Response: Electronic as-built drawings are acceptable in lieu of mylar.