

**TOWN OF FLORENCE
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 6, 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 the following pursuant to A.R.S. Section 38-431.03(A)(1) for the purpose of discussion with the Town Manager to discuss Town's organizational structure and the duties and responsibilities of the Town Manager.

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. PRESENTATIONS

- a. **Proclamation of the** Mayor declaring April 2015 as Fair Housing Month in the Town of Florence.
- b. **Proclamation of the** Mayor declaring April 12-18, 2015 as Week of the Young Child in the Town of Florence.
- c. **Presentation of the** Quarterly Financial Report for December 31, 2014.

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. **Adoption of Resolution** No. 1505-15: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING THE TOWN TO ENTER INTO A GRANT AGREEMENT WITH THE CITY OF TUCSON POLICE DEPARTMENT REGARDING THE ARIZONA HIGH INTENSITY DRUG TRAFFICKING AREA.
- b. **Adoption of Resolution** No. 1506-15: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ACCEPTING NON-EXCLUSIVE PUBLIC ROAD RIGHTS-OF-WAYS FROM THE ARIZONA STATE LAND DEPARTMENT FOR THE EXTENSION OF MERRILL RANCH PARKWAY AND FRANKLIN ROAD AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.
- c. **Approval of an exclusive** traffic signal easement between the Town of Florence and Southwest Value Partners (SWV-PTE, LLC).
- d. **Favorable recommendation** to the Arizona Department of Liquor License and Control for the Pinal County Historical Society Museum's application for a Special Event Liquor License for a fundraiser to be held on May 23, 2105, at the Pinal County Historical Society Museum.
- e. **Favorable recommendation** to the Arizona Department of Liquor Licenses and Control on the Arizona Parks and Recreation Fellowship's application for the Cinco de Mayo event on May 2, 2015 at Padilla Park.
- f. **Approval of accepting** the register of demands ending February 28 2015, in the amount of \$3,579,973.31.

10. UNFINISHED BUSINESS

- a. **Ordinance No. 626-15:** Discussion/Approval/Disapproval of 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 on March 16, 2015)
- b. **Ordinance No. 628-15:** Discussion/Approval/Disapproval of AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA AMENDING SECTIONS OF CHAPTER 32: TOWN ORGANIZATIONS. (First reading on March 16, 2015)

11. NEW BUSINESS

- a. **Discussion/Approval/Disapproval** of a change order with DBA Construction Inc., in an amount not to exceed \$113,752.77.
- b. **Discussion/Approval/Disapproval** to award the Cuen Building Auction with and instruct the Town Manager file a deed to include restrictions as outlined in the request for bids.
- c. **Discussion/Approval/Disapproval** to award a contract to Pima Paving, Inc., for improvements to the Police Department and Senior Center parking lot, in an amount not to exceed \$185,989.64.
- d. **Discussion/Approval/Disapproval** to award a Contract to Arizona Coating Applicators for painting of the Florence water tower and tank, in an amount not to exceed \$130,000.00.
- e. **Discussion/Approval/Disapproval** to issue a purchase order to Ace Asphalt to perform parking lot maintenance and repairs using the Mohave Educational Services Co-Op Bid, Contract Number 10A-ACE-0316, in an amount not to exceed \$182,642.03.
- f. **Discussion/Approval/Disapproval** to allow Town staff to work with the Windmill Winery and the Florence Future Foundation to help facilitate future landscape enhancement projects in Florence; to allow for the acceptance of donations of plant materials and/or services from said entities; and to allow the Town Manager to enter into any agreements necessary to facilitate partnerships and future landscape enhancement projects in Florence.
- g. **Discussion/Approval/Disapproval** of the motion to rescind or amend the March 2, 2015 approval of the recommendation of the Planning and Zoning Commission for Option #1 of Territory Square Signage.
- h. **Discussion/Approval/Disapproval** of the Florence Territory Square Signage Design Review application.

12. DEPARTMENT REPORT

- a. **Manager's Report**
- b. **Department Reports**
 - i. **Community Development**
 - ii. **Courts**
 - iii. **Finance**
 - iv. **Library**
 - v. **Parks and Recreation**
 - vi. **Police**

- vii. **Public Works**
- viii. **Utilities**


13. CALL TO THE PUBLIC

14. CALL TO THE COUNCIL

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 3, 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	<u>AGENDA ITEM</u> 8a.
MEETING DATE: April 6, 2015 DEPARTMENT: Finance/Grants STAFF PRESENTER: Ernest Feliz Grants and Assessment Manager SUBJECT: Fair Housing Proclamation		<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"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input checked="" type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Proclaim April 2015 as Fair Housing Month in the Town of Florence.

BACKGROUND/DISCUSSION:

All recipients of Community Development Block Grant (CDBG) funds must certify they affirmatively further fair housing. Declaration of this proclamation is required each year in order for the Town to continue to receive CDBG funds.

One CDBG project is currently active in the amount of \$226,279. An application has been submitted for housing rehabilitation in the amount of \$300,000.

FINANCIAL IMPACT:

None

STAFF RECOMMENDATION:

Proclaim April 2015 as Fair Housing Month in the Town of Florence.

ATTACHMENTS:

Proclamation

Proclamation

FAIR HOUSING PROCLAMATION

WHEREAS, the Civil Rights Act of 1968, commonly known as the Federal Fair Housing Act and the Fair Housing Amendments Act of 1988, prohibit discrimination in the sale, rental, leasing and financing of housing or land to be used for the construction of housing or in the provision of brokerage service on the basis of: race, color, religion, sex, disability, familial status or national origin; and

WHEREAS, the 1986 and 1988 Federal Fair Housing Acts declare that it is a national policy to ensure equal opportunities in housing; and

WHEREAS, April has traditionally been designated as Fair Housing Month in the United States.


NOW, THEREFORE, I, Tom J. Rankin, Mayor of the Town of Florence, Arizona, do hereby proclaim April as "Fair Housing Month" in the Town of Florence, and do hereby urge all residents of this community to comply with and show their support for the letter and spirit of the Fair Housing Acts.

Issued this 6th day of April 2015

Tom J. Rankin, Mayor

ATTEST:

Lisa Garcia, Town Clerk

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8b.
MEETING DATE: April 6, 2015 DEPARTMENT: Administration STAFF PRESENTER: Lisa Garcia Deputy Town Manager/Town Clerk SUBJECT: Week of the Young Child Proclamation		<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"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input checked="" type="checkbox"/> Other

RECOMMENDED MOTION/ACTION:

Proclaim April 12 – 18, 2015 as Week of the Young Child in the Town of Florence.

BACKGROUND/DISCUSSION:

The Town of Florence was contacted and requested to issue a proclamation at the April 6, 2015 meeting celebrating “The Week of the Young Child”, April 12-18, 2015.

The intent of the proclamation is to help raise awareness for the importance of a child’s first five years and to recognize the early educators and caregivers that work on their behalf. First Things First feels it is always an important time for young children, and are trying to get the word out about the futures of the young children in our community.

Mr. Brett Haupt, Parent Awareness and Community Outreach Coordinator, will be present to accept the proclamation.

RECOMMENDATION:

Proclaim April 12-18, 2015 as Week of the Child in the Town of Florence.

ATTACHMENTS:

Proclamation

PROCLAMATION

WEEK OF THE YOUNG CHILD APRIL 12-18, 2015

WHEREAS, the First Things First Pinal Regional Partnership Council and local partner organizations, in conjunction with the National Association for the Education of Young Children, are celebrating the Week of the Young Child, April 12-18, 2015; and

WHEREAS, these organizations are working to improve early learning opportunities, which are crucial to the growth and development of young children, and building a foundation of learning for everyone in Florence; and

WHEREAS, all young children and their families in the State of Arizona and the Town of Florence deserve access to high-quality early childhood education; and

WHEREAS, public policies and programs that support early learning for all young children are critical to young children's futures and the success of our community; and

WHEREAS, teachers and others who make a difference in the lives of young children and families in the Town of Florence, deserve thanks and recognition.


NOW, THEREFORE, I Tom J. Rankin, Mayor of the Town of Florence, Arizona, do hereby proclaim April 12-18, 2015 as "Week of the Young Child", and encourage all citizens to work together to make good investments in early childhood.

Issued this 6th day of April 2015.

Tom J. Rankin, Mayor

ATTEST:

Lisa Garcia, Town Clerk

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8c.
MEETING DATE: April 6, 2015 DEPARTMENT: Finance STAFF PRESENTER: Mike Farina, Finance Director SUBJECT: Quarterly Financial Report		<input type="checkbox"/> Action <input checked="" 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:

Presentation only, no action required.

BACKGROUND/DISCUSSION:

Highlights of the Quarterly Financial Reports for December 31, 2014 will be presented. The full report is attached.

FINANCIAL IMPACT:

None

STAFF RECOMMENDATION:

None

ATTACHMENTS:

Quarterly Financial Report as of December 31, 2014

Town of Florence
Quarterly Financial Report
As of December 31, 2014
(unaudited)

Introduction

The following report highlights the financial results of the Town through the first half of the fiscal year. The report presents the results of Town revenues, expenditures and fund balances and includes comparison of current year actual figures to the budget and prior year. This report is unaudited.

Highlights

- Sales tax is 15% lower than budget expectations and 11% lower than the prior year due to less revenue from private construction and several vendors who have not paid sales tax for several months. The Town is following up with the state and the vendors on these past due accounts.
- State-shared sales tax is 1% lower than budget expectations and 5% ahead of the prior year.
- State-shared income tax equals budget expectations and is 9% ahead of the prior year.
- Vehicle license tax is 2% ahead of budget expectations and 7% ahead of the prior year.
- Highway user revenue is 5% ahead of budget expectations and 11% ahead of the prior year.
- Transportation tax is 7% lower than budget expectations and 1% lower than the prior year.
- Town revenues are slightly lower than expectations; however, expenditures are within budget.
- General Fund: Excluding transfers, revenue is meeting budget expectations. Expenditures are within budget with 43% of the budget expended.
- Capital Improvements Fund: Sales tax from private construction is 25% lower than budget expectations. Expenditures are within budget.
- HURF: Highway user revenue is 5% ahead of budget expectations. Transportation excise tax is 7% lower than budget expectations. Expenditures are within budget.
- Water Utility: 38% of the budgeted fee revenue is collected. Expenditures are within budget.
- Sewer Utility: 38% of the budgeted fee revenue is collected. Expenditures are within budget.
- Sanitation: 50% of the budgeted fee revenue is collected. Expenditures are within budget.
- Fund balances are healthy and normal.

Major Revenues

Sales Tax

The Town imposes a two percent (2%) transaction privilege tax rate on retail sales and services made within the Town boundaries. This tax is commonly referred to as sales tax. The total tax rate within the Town is 8.7 percent, which also includes the State and Pinal County tax rates. Sales tax revenue supports the Capital Improvements Fund (sales tax on private construction projects), Construction Tax Fund (sales tax on governmental entity construction projects), Food Tax Fund (sales tax on food for home consumption) and the General Fund (all other sales tax).

Sales Tax Rate in Florence	
Town	2.0%
Pinal County	1.1%
State of Arizona	5.6%
Total	8.7%

Town Sales Tax	monthly projections	current year actual	% variance from projection	% change from prior year	prior year actual
Jul	312,462	291,872	-7%	3%	283,062
Aug	362,930	318,984	-12%	-13%	366,237
Sep	338,005	307,521	-9%	-13%	351,956
Oct	343,805	384,878	12%	1%	382,733
Nov	400,852	272,036	-32%	-4%	283,804
Dec	423,531	272,583	-36%	-35%	416,711
YTD total	2,181,587	1,847,874			2,084,503
YTD variance		(333,713)	-15%	-11%	(236,629)

Town Sales Tax by Type	General	Private Construction	Government Construction	Food	Total
Jul	157,202	89,689	12,380	32,601	291,872
Aug	164,603	112,379	24,619	17,383	318,984
Sep	173,051	111,141	6,748	16,581	307,521
Oct	221,802	137,264	3,323	22,489	384,878
Nov	179,282	64,239	4,985	23,530	272,036
Dec	179,745	53,790	12,581	26,467	272,583
YTD total	1,075,685	568,502	64,636	139,051	1,847,874
Prior year	1,200,198	729,195	42,705	112,405	2,084,503
\$ difference	(124,513)	(160,693)	21,931	26,646	(236,629)
% difference	-10%	-22%	51%	24%	-11%

General Fund Town Sales Tax	monthly projections	current year actual	% variance from projection	% change from prior year	prior year actual
Jul	178,992	157,202	-12%	-5%	165,685
Aug	210,062	164,603	-22%	-19%	202,270
Sep	202,416	173,051	-15%	-18%	211,097
Oct	198,614	221,802	12%	11%	198,967
Nov	245,126	179,282	-27%	21%	148,415
Dec	248,408	179,745	-28%	-34%	273,764
YTD total	1,283,619	1,075,685			1,200,198
YTD variance		(207,934)	-16%	-10%	(124,513)

- The annual budget-projected sales tax revenue is \$4,458,700; including \$2,636,600 from general retail, \$1,509,000 from private construction, \$55,200 from government construction and \$257,900 from food.
- The total collected is \$1,075,685. This is \$207,934 or 16% lower than the projected amount and \$124,513 or 10% lower than the prior year.
- General retail and private construction sales tax revenue are lower than projections and prior year. Staff is researching a few of our retailers that have not remitted sales tax for several months, which may have caused this lag in revenue.

General Fund State-shared Revenue

As with all Arizona municipalities, the Town receives certain state revenues based on population. State-shared revenue includes sales tax, income tax and vehicle license tax.

State-shared Sales Tax

<i>State-shared Sales Tax</i>	monthly projections	current year actual	% variance from projection	% change from prior year	prior year actual
Jul	190,360	185,459	-3%	4%	178,913
Aug	180,179	177,331	-2%	3%	171,410
Sep	185,966	182,929	-2%	4%	175,258
Oct	185,944	182,997	-2%	6%	172,748
Nov	184,846	181,644	-2%	4%	175,336
Dec	191,835	193,972	1%	7%	181,802
YTD total	1,119,130	1,104,332			1,055,467
YTD variance		(14,798)	-1%	5%	48,865

- The annual budget-projected state-shared sales tax revenue is \$2,352,000.
- The total collected is \$1,104,332. This is \$14,798 or 1% less than the projected amount and \$48,865 or 5% greater than the prior year.

State-shared Income Tax

<i>State-shared Income Tax</i>	monthly projections	current year actual	% variance from projection	% change from prior year	prior year actual
Jul	257,592	257,608	0%	9%	237,411
Aug	257,592	257,607	0%	9%	237,410
Sep	257,592	257,608	0%	9%	237,411
Oct	257,592	257,607	0%	9%	237,411
Nov	257,592	257,608	0%	9%	237,410
Dec	257,592	257,607	0%	9%	237,411
YTD total	1,545,552	1,545,645			1,424,464
YTD variance		93	0%	9%	121,181

- The annual budget-projected state-shared income tax revenue is \$3,091,100.
- The total collected is \$1,545,645, which is meeting projections and is \$121,181 or 9% greater than the prior year.

Vehicle License Tax

<i>Vehicle License Tax</i>	monthly projections	current year actual	% variance from projection	% change from prior year	prior year actual
Jul	103,648	109,022	5%	7%	101,813
Aug	107,310	99,893	-7%	-1%	100,820
Sep	98,091	103,872	6%	14%	91,075
Oct	104,645	108,282	3%	4%	104,544
Nov	93,905	140,063	49%	67%	83,894
Dec	90,608	46,975	-48%	-46%	87,289
YTD total	598,206	608,107			569,435
YTD variance		9,901	2%	7%	38,672

- The annual budget-projected vehicle license tax revenue is \$1,243,200.
- The total collected is \$608,107. This is \$9,901 or 2% greater than the projected amount and \$38,672 or 7% greater than the prior year.

Highway User Revenue

Highway user revenue is state-shared and in addition to population, highway user revenue distribution is also based on gasoline sales. It consists of tax on gasoline, a portion of the vehicle license tax and other transportation related fees and must be used solely for street and highway purposes. This revenue is recorded in the Highway User Revenue Fund.

<i>Highway User Revenue</i>	monthly projections	current year actual	% variance from projection	% change from prior year	prior year actual
Jul	134,522	142,347	6%	10%	129,734
Aug	130,882	136,018	4%	12%	120,910
Sep	134,442	137,170	2%	9%	126,382
Oct	125,135	134,431	7%	12%	119,995
Nov	126,406	136,067	8%	14%	119,662
Dec	139,088	145,801	5%	12%	129,846
YTD total	790,475	831,834			746,529
YTD variance		41,359	5%	11%	85,305

- The annual budget-projected highway user revenue is \$1,752,800.
- The total collected is \$831,834. This is \$41,359 or 5% greater than the projected amount and \$85,305 or 11% greater than the prior year.

Transportation Excise Tax Revenue

Transportation Excise Tax revenue is revenue that was approved by the voters of Pinal County to be used solely for highway and street purposes. The Town receives a share of the revenue from the County based on population.

<i>Transportation Excise Tax</i>	monthly projections	current year actual	% variance from projection	% change from prior year	prior year actual
Jul	86,355	78,819	-9%	-2%	80,140
Aug	87,979	77,720	-12%	-4%	81,312
Sep	83,580	80,231	-4%	0%	80,420
Oct	86,085	79,699	-7%	-3%	81,938
Nov	85,645	79,963	-7%	1%	79,369
Dec	83,159	79,507	-4%	1%	78,997
YTD total	512,803	475,939			482,176
YTD variance		(36,864)	-7%	-1%	(6,237)

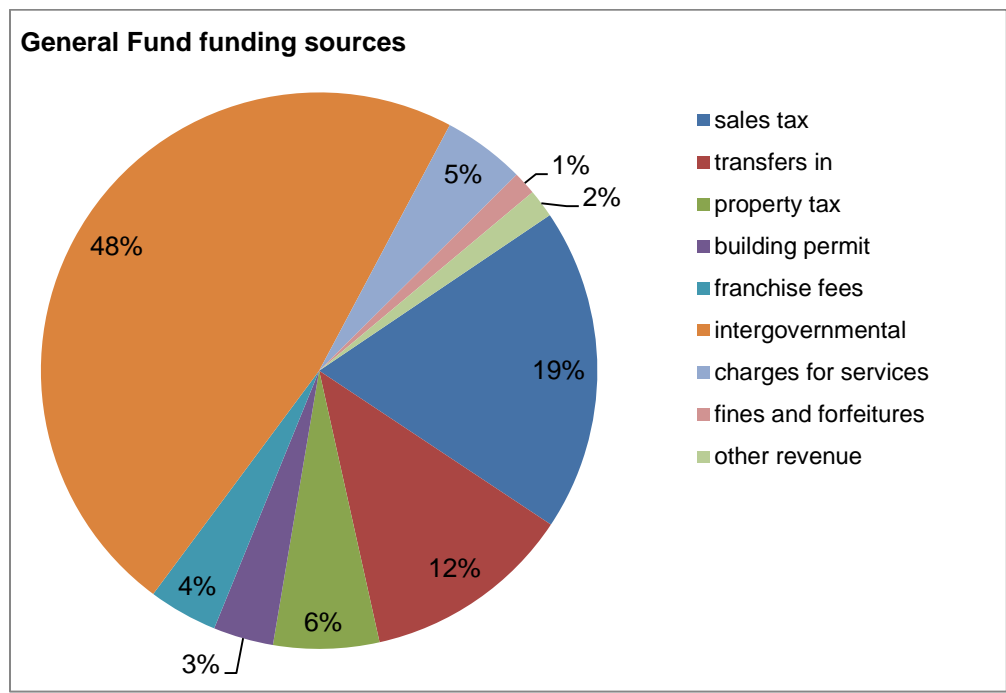
- The annual budget-projected transportation excise tax revenue is \$1,053,700.
- The total collected is \$475,939. This is \$36,864 or 7% lower than the projected amount and \$6,237 or 1% lower than the prior year.

General Fund

The General Fund is the Town’s main operating fund accounting for most of the Town’s services, including fire and police public safety, culture and recreation, community development and general government administration. The General Fund is primarily supported by local and state-shared taxes.

General Fund Revenue

The majority of Town revenue is projected to come from state-shared revenue (48%) and local sales tax (19%). The remainder comes from property tax (6%), building permit fees (3%), franchise fees (4%), charges for services (5%), fines and forfeitures (1%) and other sources (2%).



Major revenues supporting the General Fund are discussed above in the Major Revenue section of this report.

<i>General Fund Revenue</i>	monthly projections	current year actual	% variance from projection	% change from prior year	prior year actual
Jul	815,967	1,067,800	31%	40%	763,649
Aug	910,617	800,055	-12%	-3%	824,631
Sep	1,046,469	997,074	-5%	0%	999,210
Oct	1,151,765	1,182,008	3%	8%	1,094,423
Nov	999,455	936,312	-6%	11%	846,626
Dec	1,083,935	1,029,872	-5%	-6%	1,100,092
YTD total	6,008,208	6,013,121			5,628,631
YTD variance		4,913	0%	7%	384,490

- The annual budget-projected General Fund revenue, excluding transfers, is \$12,332,800.
- The total collected is \$6,013,121. This is meeting projections and is \$384,490 or 7% greater than the prior year.

<i>General Fund Revenue</i>	budget	current year actual	% received	prior year actual	% change from prior year	\$ diff
<u>taxes</u>						
sales tax	\$ 2,636,600	\$ 1,075,685	41%	\$ 1,200,198	-10%	\$ (124,513)
property tax	863,000	508,757	59%	477,407	7%	31,350
total taxes	3,499,600	1,584,442	45%	1,677,605	-6%	(93,163)
<u>licenses and permits</u>						
other franchise fees	274,800	109,242	40%	73,493	49%	35,749
total franchise fees	563,600	272,086	48%	234,291	16%	37,795
<u>intergovernmental</u>						
state-shared sales tax	2,352,000	1,104,332	47%	1,055,467	5%	48,865
state-shared income tax	3,091,100	1,545,645	50%	1,424,464	9%	121,181
vehicle license tax	1,243,200	608,107	49%	569,435	7%	38,672
total intergovernmental	6,686,300	3,258,084	49%	3,049,366	7%	208,718
<u>charges for services</u>	671,200	300,550	45%	254,470	18%	46,080
<u>finances and forfeitures</u>	190,200	71,237	37%	86,970	-18%	(15,733)
<u>other revenues</u>	183,800	274,396	149%	93,707	193%	180,689
<u>transfers in</u>	1,711,200	773,397	45%	358,551	116%	414,846
total	\$ 14,044,000	\$ 6,786,518	48%	\$ 5,987,182	13%	\$ 799,336

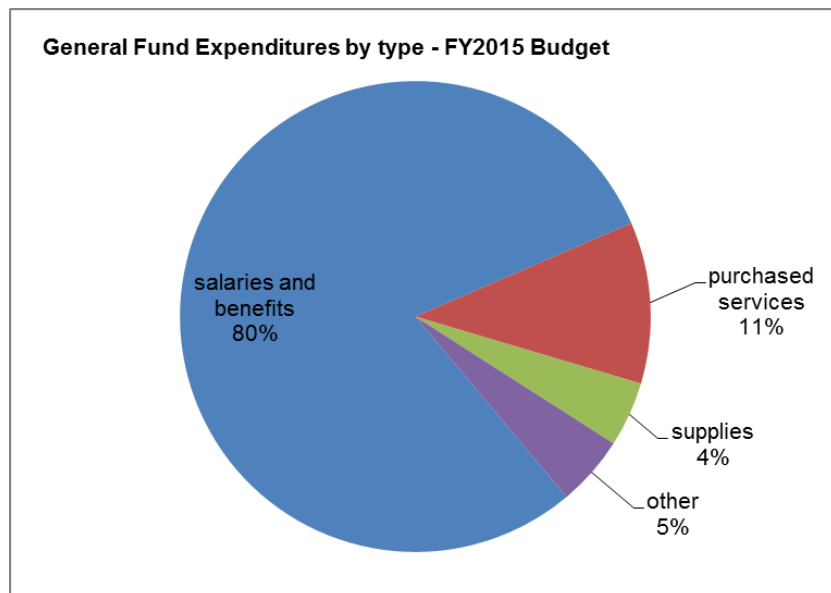
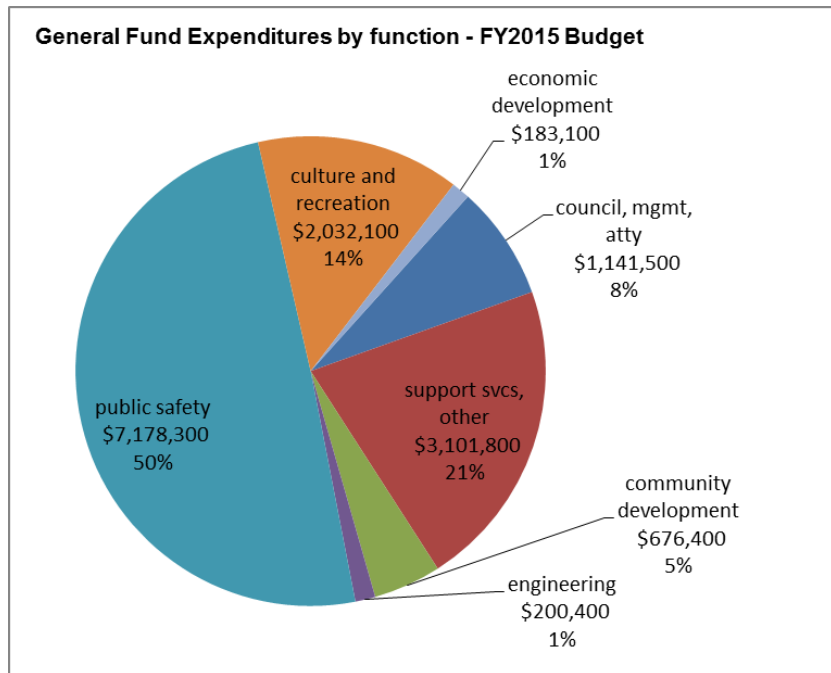
General Fund Expenditures

The General Fund accounts for the majority of the Town's services including, public safety – police and fire/EMS services; culture and recreation – parks maintenance, recreation programs, fitness center, aquatics, special events, senior center and library services; community development; and general government – elected officials, administration, town attorney, courts, finance, information technology and human resources.

By function, expenditures for public safety, which includes fire and police, make up 50 percent of the total budget in the General Fund. The General Fund also includes culture and recreation, which includes parks, recreation and library services – 14%; and, community development, which includes planning, zoning and building inspection – 5%. The upper chart to the right shows the breakdown of the entire General Fund by service functions.

By type, expenditures for salary and benefits make up 80% of the total General Fund budget. The rest of the General Fund consists of purchased services (non-employee services) – 11%; supplies – 4%; and other (dues, memberships, training) – 5%.

The following table compares current year-to-date actuals to the budget and prior year amounts by department.



General Fund Expenditures by Department	budget	current year actual	% expended	% change from prior year	prior year actual
town council	\$ 158,200	\$ 70,434	45%	8%	\$ 65,243
administration	713,500	336,617	47%	-3%	348,142
courts	292,200	128,415	44%	5%	122,128
legal services	269,800	118,190	44%	-1%	119,251
finance	936,300	432,071	46%	5%	412,056
human resources	253,800	114,855	45%	9%	105,404
community development	676,400	256,009	38%	9%	234,580
police	4,244,400	1,766,924	42%	5%	1,681,594
fire/EMS	2,933,900	1,457,964	50%	10%	1,328,570
information technology	618,000	250,473	41%	-3%	257,984
parks and recreation	1,649,900	690,594	42%	22%	568,304
library	382,200	199,915	52%	15%	173,744
engineering	200,400	62,328	31%	31%	47,475
general government	992,500	249,977	25%	-31%	364,177
cemetery	9,000	2,910	32%	-52%	6,126
economic development	183,100	56,147	31%	-27%	77,097
total	\$ 14,513,600	\$ 6,193,823	43%	5%	\$ 5,911,875

- The General Fund budget, excluding transfers, is \$14,513,600.
- The total spent is \$6,193,823 or 43% of the budgeted amount. This is 5% greater than the prior year.
- Departments are within budget expectations with 50% of the year completed.
- The following tables summarize the General Fund expenditures by function and type.

General Fund Expenditures by Function	budget	current year actual	% expended	% change from prior year	prior year actual
general government	\$ 4,243,300	\$ 1,703,942	40%	-5%	\$ 1,800,511
public safety	7,178,300	3,224,888	45%	7%	3,010,164
community development	876,800	318,337	36%	13%	282,055
culture and recreation	2,032,100	890,509	44%	20%	742,048
economic development	183,100	56,147	31%	-27%	77,097
total	\$ 14,513,600	\$ 6,193,823	43%	5%	\$ 5,911,875

General Fund Expenditures by Type	budget	current year actual	% expended	% change from prior year	prior year actual
salaries and benefits	\$ 10,919,400	\$ 5,265,424	48%	10%	\$ 4,807,539
purchased services	2,320,200	523,071	23%	-20%	657,570
supplies	612,300	209,502	34%	-17%	253,724
other	661,700	195,826	30%	1%	193,042
total	\$ 14,513,600	\$ 6,193,823	43%	5%	\$ 5,911,875

Highway User Revenue Fund

The Highway User Revenue Fund (HURF) accounts for operation, maintenance and capital expenditures of Town streets and highways (public works). HURF is primarily supported by state-shared highway user revenue and transportation excise tax received from Pinal County. These revenues must be used on street and highway expenditures.

Revenue

<i>HURF Revenue</i>	budget	current year actual	% received	% change from prior year	prior year actual
highway user revenue	\$ 1,752,800	\$ 831,834	47%	11%	\$ 746,529
transportation excise tax	1,053,700	475,939	45%	-1%	482,176
other revenues	37,000	34,126	92%	8%	31,609
transfers in	9,900	-	0%		-
total	\$ 2,853,400	\$ 1,341,899	47%	6%	\$ 1,260,314

- \$1,341,899 or 47% of the \$2,853,400 revenue budget is collected. This is 6% greater than the prior year.
- Highway user revenue and transportation excise tax are explained and discussed in more detail in the major revenue section earlier in this report.

Expenditures

<i>HURF Expenditures</i>	budget	current year actual	% expended	% change from prior year	prior year actual
personal services	\$ 1,178,700	\$ 575,556	49%	4%	\$ 555,267
purchased services	466,000	70,880	15%	-14%	82,537
supplies	84,000	11,374	14%	-91%	128,074
capital outlay	6,725,700	58,443	1%	-52%	122,447
other	4,800	701	15%	-58%	1,668
total	\$ 8,459,200	\$ 716,954	8%	-19%	\$ 889,993

- \$716,954 or 8% of the \$8,459,200 budget is expended.
- \$58,443 or 1% of the capital expenditure budget has been spent (see list on next page). Excluding capital expenditures, 38% of the budget was expended.

<i>HURF Capital Outlay Expenditures</i>	budget	current year actual	% expended
equipment:			
backhoe attachments	\$ 25,000	\$ -	0%
streets and highways:			
Florence Gardens street improvements	40,000	-	0%
SH79B/SH287 intersection improvements	603,600	-	0%
Diversion Dam road improvements	2,091,300	54,143	3%
streets signalization	402,900	-	0%
Felix Road 1/2 road improvements	225,000	-	0%
Pinal Street drainage improvements (Butte to First)	650,000	4,300	1%
Hunt Highway overlay	44,600	-	0%
East Butte microseal	175,000	-	0%
Hunt Highway intersection improvement	355,000	-	0%
Florence Heights improvements (Main to SR79)	1,900,000	-	0%
stormwater masterplan	125,000	-	0%
stormwater improvements	45,000	-	0%
total	\$ 6,682,400	\$ 58,443	1%

Capital Improvement Fund

The Capital Improvement Fund (CIP) accounts for many of the Town capital projects including buildings and building improvements, park improvements, land acquisitions and equipment. The Capital Improvement Fund is primarily supported by construction-related sales tax.

Revenue

<i>Capital Projects Fund Revenue</i>	budget	current year actual	% received	% change from prior year	prior year actual
private construction tax	\$ 1,509,000	\$ 568,502	38%	-22%	\$ 729,195
other revenues	50,000	43,807	88%	83%	23,905
total	\$ 1,559,000	\$ 612,309	39%	-19%	\$ 753,100

- \$612,309 or 39% of the \$1,559,000 revenue budget is collected. This is 19% lower than the prior year.

<i>Private Construction Sales Tax</i>	monthly projections	current year actual	% variance from projection	% change from prior year	prior year actual
Jul	125,750	89,689	-29%	-9%	99,011
Aug	125,750	112,379	-11%	-21%	141,373
Sep	125,750	111,141	-12%	-11%	125,508
Oct	125,750	137,264	9%	-10%	152,369
Nov	125,750	64,239	-49%	-37%	101,586
Dec	125,750	53,790	-57%	-51%	109,348
YTD total	754,500	568,502			729,195
YTD variance		(185,998)	-25%	-22%	(160,693)

- The major revenue of this fund, private construction tax, is \$185,998 or 25% lower than budget projections and \$160,693 or 22% lower than the prior year.

Expenditures

<i>Capital Projects Fund Expenditures</i>	budget	current year actual	% expended
<i>Police</i>			
security camera system upgrade, AV, substation FFE	21,000	13,471	64%
substation FFE	1,000	-	0%
compstat dashboard software	30,600	30,441	99%
<i>Parks and Recreation</i>			
softball field #3 lighting	150,000	5,500	4%
various park improvements	6,100	9,593	157%
scoreboards	34,600	-	0%
mower/ATV/bunker rake	4,100	-	0%
<i>Public Works</i>			
Main Street extension	700,000	15,544	2%
roadway repair and maintenance	500,000	181,978	36%
curb/sidewalk new and replace	250,000	8,836	4%
Main Street overlay	200,000	-	0%
tractor	30,000	-	0%
neighborhood lighting	500,000	-	0%
<i>General Government</i>			
cost of issuance (johnson utility evaluation, impact fee analysis)	100,000	18,251	18%
public art	100,000	-	0%
wireless interconnection redundancy upgrade	107,200	640	1%
modular workstations in finance area	20,000	-	0%
annexation set aside	500,000	-	0%

<i>Capital Projects Fund Expenditures</i>	budget	current year actual	% expended
<i>Facilities</i>			
fiber connection to new CD/Utility building	15,000	-	0%
Territory Square CLOMR/LOMR	721,700	699,812	97%
cashier window expansion in Finance dept.	18,000	1,275	7%
library/aquatics/recreation complex	13,280,000	1,354,598	10%
acquire building for CD/Utility depts	335,000	334,866	100%
tenant improvements for new CD/Utility building	60,000	7,510	13%
admin counter security modifications	10,000	-	0%
various minor capital outlay	100,000	-	0%
Fire Station #1 sprinklers (office/dorm windows)	50,000	7,235	14%
Silver King electrical rewiring	100,000	2,556	3%
land acquisition	201,500	113,385	56%
police station outside improvements and repairs	88,000	-	0%
police station parking lot	120,000	-	0%
police station building improvements	9,700	3,557	37%
fire station #1 bay floor patching	6,000	-	0%
Padilla Park	391,100	578,047	148%
Senior Center HVAC and restrooms	27,200	6,159	23%
Town Hall facility maintenance	100,000	-	0%
fire station #1, fitness center, SK recoat roof foaming	33,700	-	0%
Town Hall HVAC rebalancing	10,100	-	0%
Brunenkant building business center	75,000	2,497	3%
<i>Fleet</i>			
fleet replacement	242,000	-	0%
2 new police vehicles	98,000	84,406	86%
PW water truck	125,000	-	0%
fleet pool vehicle	35,000	30,624	87%
fueling facility	200,000	-	0%
floor jacks, battery charges	7,300	4,549	62%
A/C recovery, recycling, recharge	7,800	-	0%
diagnostic system	19,600	8,478	43%
transmission fluid system	19,000	5,090	27%
coolant recovery system	3,100	-	0%
lift jack	6,500	-	0%
total	\$19,887,200	\$ 3,528,898	17%

Water Utility Fund

The Water Utility Fund accounts for water utility operations, maintenance and capital projects and is primarily supported by water utility usage fees.

Revenue

<i>Water Utility Revenue</i>	budget	current year actual	% received	% change from prior year	prior year actual
water utility fees	\$ 3,165,400	\$ 1,205,789	38%	-9%	\$ 1,319,221
other revenues	20,000	40,790	204%	-10%	45,273
total	\$ 3,185,400	\$ 1,246,579	39%	-9%	\$ 1,364,494

- \$1,246,579 or 39% of the \$3,185,400 revenue budget is collected. This is 9% lower than the prior year. Most of this decrease is due to a bill timing difference and should resolve itself in the next quarter.

Expenditures

<i>Water Utility Expenditures</i>	budget	current year actual	% expended	% change from prior year	prior year actual
personal services	\$ 408,300	\$ 174,548	43%	-14%	\$ 203,468
purchased services	640,400	177,718	28%	45%	122,884
supplies	134,100	36,666	27%	-23%	47,888
capital outlay	8,350,400	795,641	10%	1659%	45,237
other	458,800	72,982	16%	-8%	79,198
total	\$ 9,992,000	\$ 1,257,555	13%	152%	\$ 498,675

- \$1,257,555 or 6% of the \$9,992,000 budget is expended.
- 10% of the capital outlay expenditures, the largest component, are expended. Excluding capital outlay, 33% of the budget is expended.

<i>Water Utility Capital Outlay Expenditures</i>	budget	current year actual	% expended
new well in North Florence	\$ 784,600	\$ -	0%
relocation of water line at INS Admin Building	110,000	-	0%
water storage tank at Florence Gardens	2,519,500	48,274	2%
fire hydrant replacements	38,300	2,545	7%
replace well #3	1,692,200	627,357	37%
water valve replacements	31,500	-	0%
water line replacement on Main Street	92,000	-	0%
4" and under water line replacements in various locations	198,100	34,785	18%
fire hydrant system replacement in downtown	35,000	-	0%
SCADA tie-ins	85,000	-	0%
booster pumps at well #5	150,000	-	0%
Adamsville water lines	838,000	-	0%
water transmission line extension	603,300	31,767	5%
Bailey Street water line extension	736,900	8,973	1%
water line extension	200,000	39,255	20%
VFDs on booster pumps	40,000	-	0%
office space renovation	57,500	2,685	5%
total	\$ 8,211,900	\$ 795,641	10%

Wastewater Utility Fund

The Wastewater Utility Fund accounts for wastewater (sewer) utility operations, maintenance and capital projects and is primarily supported by wastewater utility usage fees.

Revenue

Sewer Utility Revenue	budget	current year actual	% received	% change from prior year	prior year actual
wastewater fees	\$ 4,314,400	\$ 1,654,088	38%	1%	\$ 1,635,360
loan proceeds	1,300,000	-	0%	0%	-
other revenues	35,000	71,113	203%	106%	34,547
total	\$ 5,649,400	\$ 1,725,201	31%	3%	\$ 1,669,907

- \$1,725,201 or 31% of the \$5,649,400 revenue budget is collected. Excluding budgeted loan proceeds, 40% of the revenue budget is collected and 3% greater than the prior year.

Expenditures

Sewer Utility Expenditures	budget	current year actual	% expended	% change from prior year	prior year actual
personal services	\$ 587,800	\$ 252,482	43%	0%	\$ 251,529
purchased services	1,224,800	513,763	42%	62%	317,264
supplies	178,200	39,530	22%	-19%	48,882
capital outlay	3,177,600	205,862	6%	0%	-
other	19,400	11,405	59%	48%	7,703
debt service	620,400	440,483	71%	0%	442,124
total	\$ 5,808,200	\$ 1,463,525	25%	37%	\$ 1,067,502

- \$1,463,525 or 25% of the \$5,808,200 budget is expended.
- 6% of the capital outlay expenditures, the largest component, are expended. Excluding capital outlay and debt service, 41% of the budget is expended.

Sewer Utility Capital Outlay Expenditures	budget	current year actual	% expended
2.5 mechanical sewer plant recharge	1,288,500	58,567	5%
polishing lagoons and berm reconstruction at WWTP	40,000	-	0%
office lab space at WWTP	214,000	7,400	3%
office space renovation at WWTP	280,700	3,360	1%
expand effluent discharge system	57,500	-	0%
	1,264,100	136,535	11%
total	\$ 3,144,800	\$ 205,862	7%

Sanitation Utility Fund

The Sanitation Utility Fund accounts for sanitation utility operations, maintenance and capital projects and is primarily supported by sanitation utility usage fees.

Sanitation Utility Fund Revenue

<i>Sanitation Revenue</i>	budget	current year actual	% received	% change	prior year actual
sanitation fees	\$ 672,000	\$ 334,453	50%	-1%	\$ 338,366
other revenues	10,000	6,328	63%	33%	4,758
total	\$ 682,000	\$ 340,781	50%	-1%	\$ 343,124

- \$340,781 or 50% of the \$682,000 revenue budget is collected and is 1% lower than the prior year.

Sanitation Utility Fund Expenditures

<i>Sanitation Expenditures</i>	budget	current year actual	% expended	% change	prior year actual
personal services	\$ 77,000	\$ 46,668	61%	-14%	\$ 54,052
purchased services	788,200	309,091	39%	23%	252,095
supplies	2,100	477	23%	-84%	2,892
total	\$ 867,300	\$ 356,236	41%	15%	\$ 309,039

- \$356,236 or 41% of the \$867,300 budget is expended.

Development Impact Fee Funds

Development Impact Fee Funds account for the various development impact fees the Town collects to offset the impact (increased services/expenditures) of growth from new development. These fees are collected upon the issuance of a building permit for new residential units and new commercial construction.

In order to establish development impact fees, the Town is required by state statute to complete land use assumptions and an infrastructure improvement plan upon which to base the impact fees for each service facility.

Currently, the Town collects development impact fees for police, fire/ems, transportation, parks and open space, water and sewer. Development impact fees used to be collected for general government and sanitation until Jan. 1, 2012, when the state legislature passed a bill prohibiting the collection of such fees.

The following tables summarize the collection, use and balances of these impact fees.

<i>Summary of Collection and Use of Development Impact Fees</i>	General Government		Police		Fire/EMS	
	budget	actual	budget	actual	budget	actual
Sources						
Development Fees Collected	\$ -	\$ -	\$ 91,100	\$ 47,192	\$ 91,100	\$ 48,194
Interest Earnings	6,400	5,040	1,800	942	4,000	1,564
Loan Proceeds	-	-	-	-	-	-
Transfers In	-	-	-	-	-	-
Total Sources	6,400	5,040	92,900	48,134	95,100	49,758
Uses						
Capital Improvement Projects - DIF funded	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-
Professional Services - DIF Revisions	-	-	-	-	-	-
Professional Services - CIP-related	-	-	-	-	-	-
Transfers Out	1,219,700	-	-	-	-	-
Total Uses	1,219,700	-	-	-	-	-
Net Increase (Decrease)	(1,213,300)	5,040	92,900	48,134	95,100	49,758
Beginning Balance - July 1, 2014	1,213,400	1,217,306	188,600	192,062	340,700	343,993
Ending Balance - June 30, 2015	\$ 100	\$ 1,222,346	\$ 281,500	\$ 240,196	\$ 435,800	\$ 393,751

Summary of Collection and Use of Development Impact Fees	Transportation		Parks/Open Space		Library	
	budget	actual	budget	actual	budget	actual
Sources						
Development Fees Collected	\$ 96,200	\$ 57,339	\$ 5,700	\$ 1,662	\$ 30,500	\$ 15,604
Interest Earnings	-	3,354	6,700	5,305	4,200	3,418
Loan Proceeds	-	-	-	-	-	-
Transfers In	-	-	-	-	-	-
Total Sources	96,200	60,693	12,400	6,967	34,700	19,022
Uses						
Capital Improvement Projects - DIF funded	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-
Professional Services - DIF Revisions	-	-	-	-	-	-
Professional Services - CIP-related	-	-	-	-	-	-
Transfers Out	-	-	1,289,700	-	846,700	-
Total Uses	-	-	1,289,700	-	846,700	-
Net Increase (Decrease)	96,200	60,693	(1,277,300)	6,967	(812,000)	19,022
Beginning Balance - July 1, 2014	-	767,565	1,277,400	1,279,662	812,100	815,305
Ending Balance - June 30, 2015	\$ 96,200	\$ 828,258	\$ 100	\$ 1,286,629	\$ 100	\$ 834,327

Summary of Collection and Use of Development Impact Fees	Water		Sewer		Sanitation	
	budget	actual	budget	actual	budget	actual
Sources						
Development Fees Collected	\$ -	\$ 1,665	\$ -	\$ 2,053	\$ -	\$ -
Interest Earnings	400	395	1,500	1,267	-	161
Loan Proceeds	-	-	-	-	-	-
Transfers In	-	-	-	-	-	-
Total Sources	400	2,060	1,500	3,320	-	161
Uses						
Capital Improvement Projects - DIF funded	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-
Professional Services - DIF Revisions	-	-	-	-	-	-
Professional Services - CIP-related	-	-	-	-	-	-
Transfers Out	-	-	-	-	-	-
Total Uses	-	-	-	-	-	-
Net Increase (Decrease)	400	2,060	1,500	3,320	-	161
Beginning Balance - July 1, 2014	110,600	110,799	357,500	358,589	1,900	45,766
Ending Balance - June 30, 2015	\$ 111,000	\$ 112,859	\$ 359,000	\$ 361,909	\$ 1,900	\$ 45,927

Summary of Collection and Use of Development Impact Fees	North Florence Water		North Florence Sewer	
	budget	actual	budget	actual
Sources				
Development Fees Collected	\$ -	\$ -	\$ -	\$ -
Interest Earnings	500	35	100	43
Loan Proceeds	-	-	-	-
Transfers In	-	-	-	-
Total Sources	500	35	100	43
Uses				
Capital Improvement Projects - DIF funded	-	-	-	-
Debt Service	-	-	-	-
Professional Services - DIF Revisions	-	-	-	-
Professional Services - CIP-related	-	-	-	-
Transfers Out	-	-	-	-
Total Uses	-	-	-	-
Net Increase (Decrease)	500	35	100	43
Beginning Balance - July 1, 2014	10,000	9,841	12,300	12,263
Ending Balance - June 30, 2015	\$ 10,500	\$ 9,876	\$ 12,400	\$ 12,306

Fund Summaries

In addition to the discussion above regarding major funds, the following table summarizes all Town funds, as well as displaying the beginning and ending fund balances for the funds.


	budget	current year actual	% received/expended	% change from prior year	prior year actual
General Fund					
beginning fund balance	\$ 7,654,700	\$ 8,497,387			
revenue	14,044,000	6,786,518	48%	13%	\$ 5,987,182
expenditures	14,513,600	6,193,823	43%	5%	5,918,609
ending fund balance	\$ 7,185,100	\$ 9,090,082			
Capital Improvements Fund					
beginning fund balance	\$ 13,152,100	\$ 12,604,436			
revenue	13,015,100	612,309	5%	-19%	753,100
expenditures	23,177,600	3,641,573	16%	131%	1,576,551
ending fund balance	\$ 2,989,600	\$ 9,575,172			
Highway User Revenue Fund					
beginning fund balance	\$ 6,366,700	\$ 6,860,062			
revenue	2,853,400	1,341,899	47%	6%	1,260,314
expenditures	8,876,300	913,208	10%	-19%	1,133,131
ending fund balance	\$ 343,800	\$ 7,288,753			

	budget	current year actual	% received/ expended	% change from prior year	prior year actual
Construction Tax Fund					
beginning fund balance	\$ 3,460,300	\$ 3,559,953			
revenue	73,200	79,338	108%	55%	51,311
expenditures	1,000,000	-	0%		-
ending fund balance	\$ 2,533,500	\$ 3,639,291			
Food Tax Fund					
beginning fund balance	\$ 1,845,900	\$ 1,849,870			
revenue	267,900	146,780	55%	25%	117,405
expenditures	2,100,000	-	0%		-
ending fund balance	\$ 13,800	\$ 1,996,650			
Debt Service Fund					
beginning fund balance	\$ 213,100	\$ 223,901			
revenue	519,200	127,790	25%	134%	54,683
expenditures	543,800	157,724	29%	3%	153,534
ending fund balance	\$ 188,500	\$ 193,967			
Economic Development Capital Projects Fund					
beginning fund balance	\$ 442,900	\$ 447,250			
revenue	2,400	1,837	77%	63%	1,125
expenditures	442,700	-	0%		-
ending fund balance	\$ 2,600	\$ 449,087			
Water Utility Fund					
beginning funds available	\$ 10,234,600	\$ 10,375,179			
revenue	3,185,400	1,246,579	39%	-9%	1,364,494
expenditures	10,449,300	1,486,203	14%	97%	754,527
ending funds available	\$ 2,970,700	\$ 10,135,555			
Sewer Utility Fund					
beginning funds available	\$ 8,688,700	\$ 8,996,026			
revenue	5,649,400	1,725,201	31%	3%	1,669,907
expenditures	6,350,900	1,734,893	27%	38%	1,260,090
ending funds available	\$ 7,987,200	\$ 8,986,334			
Sanitation Utility Fund					
beginning funds available	\$ 1,887,000	\$ 1,643,801			
revenue	682,000	340,781	50%	-1%	343,124
expenditures	916,800	380,986	42%	14%	334,563
ending funds available	\$ 1,652,200	\$ 1,603,596			

	budget	current year actual	% received/ expended	% change from prior year	prior year actual
Grant Funds					
beginning fund balances	\$ -	\$ (14,670)			
revenue	3,538,600	93,279	3%	-70%	307,661
expenditures	3,538,600	425,425	12%	-21%	540,405
ending fund balances	\$ -	\$ (346,816)			
Other Special Revenue Funds					
beginning fund balances	\$ 122,900	\$ 176,194			
revenue	60,700	13,887	23%	6%	13,048
expenditures	104,300	2,085	2%	-2%	2,138
ending fund balances	\$ 79,300	\$ 187,996			
Streetlight Improvement District Funds					
beginning fund balances	\$ 758,800	\$ 746,583			
revenue	4,400	2,971	68%	41%	2,103
expenditures	73,100	31,077	43%	67%	18,647
ending fund balances	\$ 690,100	\$ 718,477			
Development Impact Fee Funds					
beginning fund balances	\$ 4,324,500	\$ 5,192,738			
revenue	340,200	195,233	57%	-26%	262,344
expenditures	3,356,100	-	0%	-100%	2,089,856
ending fund balances	\$ 1,308,600	\$ 5,387,971			
Fleet Services Fund					
beginning funds available	\$ -	\$ -			
revenue	803,700	304,393	38%	12%	272,542
expenditures	803,700	304,393	38%	12%	272,542
ending funds available	\$ -	\$ -			
Facility Services Fund					
beginning funds available	\$ 1,100	\$ -			
revenue	449,000	200,650	45%	51%	133,293
expenditures	448,000	200,650	45%	51%	133,293
ending funds available	\$ 2,100	\$ -			
Firefighter Pension Fund					
beginning fund balance	\$ 322,600	\$ 323,223			
revenue	30,000	2,558	9%	-86%	17,724
expenditures	14,500	7,785	54%	-45%	14,211
ending fund balance	\$ 338,100	\$ 317,996			

	budget	current year actual	% received/ expended	% change from prior year	prior year actual
All Town Funds					
beginning fund balances	\$ 59,475,900	\$ 61,481,933			
revenue	45,518,600	13,222,003	29%	5%	12,611,360
expenditures	76,709,300	15,479,825	20%	9%	14,202,097
ending fund balances	\$ 28,285,200	\$ 59,224,111			
Community Facilities District #1					
beginning fund balances	\$ 2,311,700	\$ 2,272,481			
revenue	3,852,800	575,271	15%	-59%	1,407,124
expenditures	4,873,300	931,552	19%	-37%	1,477,228
ending fund balances	\$ 1,291,200	\$ 1,916,200			
Community Facilities District #2					
beginning fund balances	\$ 1,254,700	\$ 3,109,905			
revenue	1,438,400	577,733	40%	-80%	2,822,892
expenditures	1,752,000	918,465	52%	-15%	1,083,673
ending fund balances	\$ 941,100	\$ 2,769,173			

This report was prepared by the Town's Finance Department. Please feel free to contact finance@florenceaz.gov with any questions.

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 9a.
MEETING DATE: April 6, 2015 DEPARTMENT: Finance/Grants STAFF PRESENTER: Ernest Feliz Grants and Assessment Manager SUBJECT: Resolution No. 1505-15: to accept grant funds awarded for High Intensity Drug Trafficking Area		<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. 1505-15: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING THE TOWN TO ENTER INTO A GRANT AGREEMENT WITH THE CITY OF TUCSON POLICE DEPARTMENT REGARDING THE ARIZONA HIGH INTENSITY DRUG TRAFFICKING AREA.

BACKGROUND/DISCUSSION:

This grant is awarded to the Town annually and provides for an officer to participate in the City of Tucson High Intensity Drug Trafficking Area (HIDTA) program. The program provides wages and benefits for the participating officer. The grant period is from January 1, 2015 through December 31, 2016. The agreement was received in March.

FINANCIAL IMPACT:

HIDTA is awarding \$100,389 to pay for assigned officer wages and benefits. There is no Town match. The grant will pay for a maximum of \$17,202 in overtime wages and \$24,015 in fringe benefits.

STAFF RECOMMENDATION:

Staff recommends the adoption of Resolution No. 1505-15 to accept the funds from HIDTA.

ATTACHMENTS:

Resolution No. 1505-15
Grant agreement
Awarded budget

RESOLUTION NO. 1505-15

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING THE TOWN TO ENTER INTO A GRANT AGREEMENT WITH THE CITY OF TUCSON POLICE DEPARTMENT REGARDING THE ARIZONA HIGH INTENSITY DRUG TRAFFICKING AREA.

WHEREAS, THIS GRANT-IN-AID (“Grant”) is entered into as of the 6th day of April, 2015, by and between the CITY OF TUCSON POLICE DEPARTMENT (“CTPD”) and The Town of Florence, an Arizona municipal corporation, (the “TOWN”); and.

WHEREAS, it is hereby acknowledged that CTPD now has the authority to administer and subsequently award federal High Intensity Drug Trafficking Area (“HIDTA”) anti-drug program grants to local law enforcement agencies for the express purpose of performing covert undercover operations to reduce narcotic trafficking and related crimes including burglaries, gang violence, and use of illegal weapons through recognized area narcotics task forces; and

WHEREAS, this program was previously administered through the Arizona Criminal Justice Commission (“ACJC”); and

WHEREAS, through the HIDTA 21 grant cycle, CTPD has now awarded such grant funds in the amount of \$100,389 to the TOWN for the cost of officer salary, fringe benefits, and overtime in order to achieve these purposes as a member of the Pinal County Narcotics Task Force (“PCNTF”); and

WHEREAS, it is necessary to execute the agreement by formal resolution of the Mayor and Town Council, and that this resolution shall hereby be made a part thereof and incorporated into the agreement; and

WHEREAS, CTPD is authorized to enter into this agreement pursuant to A.R.S. § 11-951, *et seq.* as well as City of Tucson Resolution number 21460 and the TOWN is authorized to enter into this agreement pursuant to A.R.S. §11-952.

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

That the Florence Town Council hereby authorizes the Mayor of the Town of Florence to execute this agreement with CTPD.

PASSED AND ADOPTED by the majority vote of the Town Council of the Town of Florence, Arizona, on this the 6th day of April 2015.

Tom J. Rankin, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney



**CITY OF TUCSON
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
GRANT AGREEMENT**

COT Grant Number *HT-15-2522*

This Grant Agreement is made this 1ST day of January 2015 by and between the CITY OF TUCSON hereinafter called "CITY" and the TOWN OF FLORENCE, through **Florence Police Department** hereinafter called "GRANTEE". The CITY enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 11-951, et seq., and the City of Tucson's Resolution number 21460, having satisfied itself as to the qualification of GRANTEE.

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on January 1, 2015 and terminate on December 31, 2016. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the CITY. A request for extension must be received by the CITY sixty (60) days prior to the end of the award period. The CITY may approve an extension that further the goals and objectives of the program and shall determine the length of any extension within Office of National Drug Control Policy (ONDCP) guidelines.
2. The GRANTEE agrees that grant funds will be used for the **Pinal County HIDTA Task Force (PCHTF)**.
3. The CITY will monitor the performance of the GRANTEE against goals and performance standards outlined in the grant application. Sub-standard performance as determined by the CITY will constitute non-compliance with this Agreement. The GRANTEE shall operate in a manner consistent with and in compliance with the provisions and stipulations of the approved grant application and this Agreement. If the CITY finds non-compliance, the GRANTEE will receive a written notice that identifies the area of non-compliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty calendar days to this notice, and does not provide sufficient information concerning the steps that are being taken to correct the problem, the CITY may suspend funding; permanently terminate this Agreement and/or revoke the grant; Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written CITY approval may constitute sufficient reason for the CITY to terminate this Agreement; revoke the grant; require the return of all unspent funds, perform an audit of expended funds; and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
4. This Agreement may be modified only by a written amendment signed by the parties. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the City of Tucson:

City of Tucson Police Department
HIDTA FIDUCIARY SECTION
270 S. Stone
Tucson, Arizona 85701
Attn: HIDTA Lead Management Analyst

B. If to the GRANTEE:

**Florence Police Department
775 North Main Street
Florence, AZ 85132
Attn: Town Manager Charles Montoya**

5. The GRANTEE may make budget adjustments only after written notification with signature approval from Arizona HIDTA Director is provided to the CITY. A grant adjustment notice (GAN) will be issued to the GRANTEE notifying the GRANTEE of the approval. Adjustments or reprogramming of the grantee's budget in an initiative or any reprogramming between initiative and/or agencies; in any amount, require the approval of the Board, the AZ HIDTA Director, and/or the ONDCP in accordance with HIDTA Program Policy and Budget Guidance.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	\$56,172.00
Fringe Benefits	\$24,015.00
Overtime	\$17,202.00
Travel	\$3,000.00
Facilities	0.00
Services	0.00
Operating Expenses:	
Supplies	0.00
Other	0.00
Equipment (listed below)	0.00
TOTAL	\$100,389.00
See attached for budget detail.	

6. The GRANTEE understands that financial reports are required for reimbursement of expenditures.
7. Every payment obligation of the CITY under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the CITY. No liability shall accrue to the CITY in the event this provision is exercised, and the CITY shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
8. The GRANTEE understands that prior to the expenditure of confidential funds, an authorized official of the GRANTEE shall sign a certification indicating that he or she has read, understands, and agrees to abide by all of the conditions pertaining to confidential fund expenditures as set forth in *ONDCP Financial and Administrative Guide for Cooperative Agreements Guidelines and Exhibit B*.

9. The GRANTEE certifies that it will comply with *OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* as codified in 28 CFR Part 66 and *OMB Circular A-87 Cost Principles for State, Local and Indian Tribal Governments* and HIDTA Program Policy & Budget Guidance.

Link: *OMB Circulars* <http://www.whitehouse.gov/omb/circulars/index.html>

10. The GRANTEE agrees to account for interest earned on Federal grant funds and shall remit interest earned in excess of the allowable amount as indicated in the *ONDCP Financial and Administrative Guide for Cooperative Agreements* and all unexpended grant funds to the CITY within 30 days after receipt of a written request from the CITY. The GRANTEE agrees to expend all encumbered funds within 90 days of expiration of this award.
11. The GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the CITY. All such documents shall be subject to inspection and audit at reasonable times.
12. For the purpose of this grant, a capital expenditure is \$1,000 or above. If the GRANTEE'S policy defines a capital expenditure as less than \$1,000, the GRANTEE will use its own policy.

The GRANTEE shall maintain a tracking system, in accordance with ONDCP HIDTA Program Policy & Budget Guidance Section 8.04(A), to account for all HIDTA purchased equipment, vehicles, and other items valued at \$ 1000 or more at the time of purchase. This also includes lower cost, high-risk items, electronic devices and software, such as but not limited to digital cameras, palm pilots, and GPS devices.

The GRANTEE agrees to abide by Section 8.06 that those using HIDTA funds to purchase equipment must maintain a current inventory of HIDTA-purchased equipment and must provide that inventory to the HIDTA Director or an ONDCP employee, and/or the CITY upon request. A 100-percent physical inventory of HIDTA-purchased equipment must be conducted at least every two years.

13. The GRANTEE agrees to follow equipment disposition policies outlined in *OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* as codified in 28 CFR, Part 66.32 (e) (1-3) when the equipment is no longer needed for the grant program. When no longer needed for the original program, the equipment may be used in other activities supported by the Office of National Drug Control Policy.

Link: *OMB Circulars* <http://www.whitehouse.gov/omb/circulars/index.html>

The GRANTEE agrees that the purchasing agency shall comply with ONDCP HIDTA Program Policy & Budget Guidance Section 8.07 in determining the end of the useful life and disposition of HIDTA purchased equipment. Purchasing agencies must retain documentation of the disposition and provide to the HIDTA Director and the CITY.

14. The GRANTEE agrees to keep time and attendance sheets signed by the employee and supervisory official having first hand knowledge of the work performed by the grant funded employees. The GRANTEE agrees to track overtime expenses in accordance with ONDCP HIDTA Program Policy & Budget Guidance.
15. The GRANTEE will comply with the audit requirements of *OMB Circular A-133 Audits of States, Local Governments and Non-Profit Organizations* and provide the CITY with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.

Link: *OMB Circular A-133* <http://www.whitehouse.gov/omb/circulars/index.html>

16. The GRANTEE agrees that it will submit financial reports and supporting documentation to the CITY through the AZ HIDTA Finance Manager on forms/format provided by the CITY, documenting the activities supported by these grant funds. In the event reports are not received on or before the indicated date(s), funding will be suspended until such time as delinquent report(s) are received. These reports are submitted according to the following schedule:

Report Period Month of:	Due Date:	Report Period Month of:	Due Date:
January 1 - 31	February 25	July 1 - 31	August 25
February 1 - 29	March 25	August 1 - 31	September 25
March 1 - 30	April 25	September 1 - 30	October 25
October 1 - 31	November 25	April 1 - 30	May 25
November 1 - 30	December 25	May 1 - 31	June 25
December 1 - 31	January 25	June 1 - 30	July 25

More frequent reports may be required for GRANTEES who are considered high risk.

17. All goods and services purchased with grant funds must be received by the GRANTEE within 60 days of the expiration of this award.

18. The GRANTEE agrees to obtain ONDCP approval through the Arizona HIDTA Director for all sole-source procurements in excess of \$100,000, and provide written notification to the CITY, as indicated in 21 CFR Part 1403.36(d)(4).

19. The GRANTEE agrees to check the U.S. General Service Administration (GSA) Excluded Parties Listing Service as required by Executive Order 12549, as defined in 28 CFR Part 67.510 for individuals, agencies, companies and corporations debarred or suspended from doing business with recipients receiving Federal funds. The GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.

Link: *Excluded Parties Listing System* <http://epls.arnet.gov>

20. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of State or local funds because of the existence of Federal funds.

21. The GRANTEE assigns to the CITY any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to the GRANTEE in exchange for grant funds provided under this Agreement.

22. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501 et seq.

23. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as provided in paragraph 25 of this Agreement pertaining to disputes, which are subject to arbitration.

24. The GRANTEE understands that grant funds will not be released until all required reports and reversion of funds from the prior year grant are submitted to the CITY.

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25. The GRANTEE (as "Indemnitor") agrees to indemnify, defend and hold harmless the CITY (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency this paragraph does not apply.
26. Unless GRANTEE is a State agency, GRANTEE shall cause its contractor(s) and subcontractors, if any to indemnify defend, save and hold harmless the City of Tucson, any jurisdictions or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees from and against any and all claims, actions, liabilities, damages, losses or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of GRANTEE'S contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Worker's Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligence or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".
27. If the GRANTEE is a governmental political subdivision, the GRANTEE will, to the extent possible and practical share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.
28. The GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 USC 3789(d); Title VI of the Civil Rights Act of 1964, as amended; Section 504, Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972 and the Department of Justice regulations 28 CFR Part 54; The Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, G and I; Department of Justice regulations on disability discrimination 28 CFR Part 35; all applicable state laws of A.R.S. § 41-1463; and Executive Orders 1999-4 and 2000-4. These laws prohibit discrimination on the basis of race, color, religion, sex and national origin including Limited English Proficiency (LEP) in the delivery of service. In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against the GRANTEE, the GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the CITY.

29. The GRANTEE agrees to formulate and keep on file an Equal Employment Opportunity Plan (EEO) (if grantee is required pursuant to 28 CFR 42.302). The GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEO, or certifications that they have prepared and have on file an EEO, or that they are exempt from EEO requirements. Failure to comply may result in suspension of the receipt of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the CITY by the GRANTEE.
30. The GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 67, Subpart F, for grantees, as defined in 28 CFR, Part 67 Sections 67.615 and 67.620.
31. The GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally the GRANTEE ensures compliance with Executive Order 2005-30 federal immigration laws by state employers and contractors.
32. The GRANTEE agrees to notify the Arizona HIDTA Director and provide written notification to the CITY within ten (10) days in the event that the project official is replaced during the award period.
33. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the CITY.
34. The GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way or to any extent engaged in conduct of political activities in violation of U.S.C. Title 5, Part II, Chapter 15, Section 1502.
35. The GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
36. The Grantee certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the CITY Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions

37. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511.
38. This Agreement may be cancelled at the CITY's discretion if not returned with authorized signatures to the CITY within 90 days of commencement of the award.
39. If any provision of this Agreement is held invalid the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
40. Pursuant to resolution number 21460, adopted by Mayor and Council December 15, 2009, the Tucson Police Chief is authorized to enter into contracts and grant agreements for HIDTA operations.
41. In accordance with A.R.S. §41-4401, GRANTEE warrants compliance with E-Verify and all federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214A.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

Town Manager

Date

Printed Name and Title

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the CITY with the signed Agreement.

Approved as to form and authority to enter into Agreement:

Legal counsel for GRANTEE

Date

Printed Name and Title

Statutory or other legal authority to enter into Agreement:

Appropriate A.R.S., ordinance, or charter reference

FOR CITY OF TUCSON:

Roberto A. Villaseñor, Chief of Police
City of Tucson Police Department

Date

Lisa Judge, Principal Assistant City Attorney
City of Tucson Police Department
Approved as to form

Date



CITY OF TUCSON
GRANT AGREEMENT

**Insurance Requirements
Exhibit "A"**

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

Insurance Requirements for Any Contractors Used by a Party to the Grant Agreement:

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The *insurance requirements* herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The City of Tucson in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

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

1. **Commercial General Liability – Occurrence Form**

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

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

a. The policy shall be endorsed to include the following additional insured language: ***“The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.***

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

b. Policy shall contain a waiver of subrogation against the City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Automobile Liability**

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

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***"The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor"***.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$500,000
Disease – Each Employee	\$500,000
Disease – Policy Limit	\$1,000,000

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

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

1. The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees *and the other governmental entity* shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the Grant Agreement.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given the City of Tucson. Such notice shall be sent directly to the GRANTEE and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The City of Tucson in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the GRANTEE with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the GRANTEE. The City of Tucson's project/contract number and project description are to be noted on the certificate of insurance. The City of Tucson reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY OF TUCSON'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the county or local government agency responsible separate certificates for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* must have prior approval from the City of Tucson, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a City of Tucson agency, board, commission, or university then none of the above shall apply.



CITY OF TUCSON
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
GRANT AGREEMENT

**Confidential Funds Certification
Exhibit "B"**

CONFIDENTIAL FUNDS CERTIFICATION

This is to certify that I have read, understand, and agree to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of National Drug Control Policy Financial and Administrative Guide.

Grant Number: «GrantNumber»

Date: _____

Signature: _____

Authorized Official

PROCEDURES

Each project agency authorized to disburse confidential funds must develop and follow internal procedures, which incorporate the following elements:

Deviations from these elements must receive prior approval of the ONDCP.

1. Imprest Fund. The funds authorized will be established in an imprest fund, which is controlled by a bonded cashier.
2. Advance of Funds: The supervisor of the unit to which the imprest funds is assigned must authorize all advances of funds for the P/I. Such authorization must specify the information to be received, the amount of expenditures, and assumed name of the informant.
3. Informant Files: Informant files are confidential files of the true names, assumed names, and signature of all informants to whom payments of confidential expenditures have been made. To the extent possible, pictures and/or fingerprints of the informant payee should also be maintained. Refer to Informant Files "Documentation" (2) for a list of required documents for the informant files.
4. Cash Receipts.
 - a. The cashier shall receive from the agent or officer authorized to make a confidential payment, receipt for cash advanced to him/her for such purposes.
 - b. The agent or officer shall receive from the informant payee a receipt for cash paid to him/her.

5. Receipts for Purchase of Information. An Informant Payee Receipt shall identify the exact amount paid to and received by the informant payee on the date executed. Cumulative or anticipatory receipts are not permitted. Once the receipt has been completed no alteration is allowed. The agent shall prepare an Informant Payee Receipt containing the following information:
 - a. The jurisdiction initiating the payment.
 - b. A description of the information/evidence received.
 - c. The amount of payment, both in numeral and word form.
 - d. The date on which the payment was made.
 - e. The signature of the informant payee.
 - f. The signature of the case agent or officer making payment.
 - g. The signature of at least one other officer witnessing the payment.
 - h. The signature of the first-line supervisor authorizing and certifying the payment.

6. Review and Certification. The signed Informant Payee Receipt with a memorandum detailing the information received shall be forwarded to the agent or officer in charge. The agent or officer in charge shall compare the signatures. He/she shall also evaluate the information received in relation to the expense incurred, and add his/her evaluation remarks to the report of the agent or officer who made the expenditure from the imprest funds. The certification will be witnessed by the agent or officer in charge on the basis of the report and Informant Payee's Receipt.

7. Reporting of Funds. Each project shall prepare a reconciliation report on the imprest funds on a quarterly basis. Information to be included in the reconciliation report will be the assumed name of the informant payee, the amount received, the nature of the information given, and to what extent this information contributed to the investigation. Recipients/subrecipients shall retain the reconciliation report in their files and shall be available for review unless the State agency requests that the report be submitted to them on a quarterly basis.

8. Record and Audit Provisions. Each project and member agency must maintain specific records of each confidential fund transaction. At a minimum, these records must consist of all documentation concerning the request for funds, processing (to include the review and approve/disapprove), modifications, closure or impact material, and receipts and/or other documentation necessary to justify and track all expenditures. Refer to Informant Files Documentation (2) for a list of documents, which should be in an informant's file. In projects where funds are used for confidential expenditures, it will be understood that all of the above records, except the true name of the informant, are subject to the record and audit provision of grantor agency legislation.

INFORMANT FILES

1. Security. A separate file should be established for each informant for accounting purposes. Informant files should be kept in a separate and secure storage facility, segregated from any other files, and under the exclusive control of the supervisor or an employee designated by him/her. The facility should be locked at all times when unattended. Access to these files should be limited to those employees who have a necessary legitimate need. An informant file should not leave the immediate area except for review by a management official or the handling agent, and should be returned prior to the close of business hours. Sign-out logs should be kept indicating the date, informant number, time in and out, and the signature of the person reviewing the file.
2. Documentation. Each file should include the following information:
 - a. Informant Payment Record - kept on top of the file. This record provides a summary of informant payments.
 - b. Informant Establishment Record - including complete identifying and location data, plus any other documents connected with the informant's establishment.
 - c. Current photograph and fingerprint card (or FBI/State Criminal Identification Number).
 - d. Agreement with cooperating individual.
 - e. Receipt for P/I.
 - f. Copies of all debriefing reports (except for the Headquarters case file).
 - g. Copies of case initiation reports bearing on the utilization of the informant (except for the Headquarters case file).
 - h. Copies of statements signed by the informant (unsigned copies will be placed in appropriate investigative files).
 - i. Any administrative correspondence pertaining to the informant, including documentation of any representations made on his behalf or any other nonmonetary considerations furnished.
 - j. Any deactivation report or declaration of any unsatisfactory informant.

INFORMANT MANAGEMENT AND UTILIZATION

All persons who will be utilized as informants should be established as such. The specific procedures required in establishing a person as an informant may vary from jurisdiction to jurisdiction but, at a minimum, should include the following:

1. Assignment of an informant code name to protect the informant's identity.

2. An informant code book controlled by the supervisor or his/her designee containing:
 - a. Informant's code number.
 - b. Type of information (i.e. informant, defendant/informant, restricted use/informant).
 - c. Informant's true name.
 - d. Name of establishing law enforcement officer.
 - e. Date the establishment is approved.
 - f. Date of deactivation.
3. Establish each informant file in accordance with Informant File Documentation (2).
4. For each informant in an active status, the agent should review the informant file on a quarterly basis to assure it contains all relevant and current information. Where a MATERIAL face that was earlier reported on the Establishment Record is no longer correct (e.g. a change in criminal status, means of locating him/her, etc.), a supplemental establishing report should be submitted with the correct entry.
5. All informants being established should be checked in all available criminal indices. If verified FBI number is available, request a copy of the criminal records from the FBI. Where a verified FBI number is not available, the informant should be fingerprinted with a copy sent to the FBI and appropriate State authorities for analysis. The informant may be utilized on a provisional basis while awaiting a response from the FBI.

PAYMENTS TO INFORMANTS

1. Any person who is to receive payments charged against PE/PI funds should be established as an informant. This includes a person who may otherwise be categorized as sources of information or informants under the control of another agency. The amount of payment should be commensurate with the value of services and/or information provided and should be based on the following factors:
 - a. The level of the targeted individual, organization or operation.
 - b. The amount of the actual or potential seizure.
 - c. The significance of the contribution made by the informant to the desired objectives.
2. There are various circumstances in which payments to informants may be made.
 - a. Payments for Information and/or Active Participation. When an informant assists in developing an investigation, either through supplying information or actively participating in it, he/she may be paid for his/her service either in a lump sum or in staggered payments. Payments for information leading to a seizure, with no defendants, should be held to a minimum.

b. Payment for Informant Protection. When an informant needs protection, law enforcement agencies may absorb the expenses of relocation. These expenses may include travel for the informant and his/her immediate family, movement and/or storage of household goods, and living expense at the new location for a specific period of time (not to exceed 6 months). Payments should not exceed the amounts authorized by law enforcement employees for these activities.

c. Payments to Informants of Another Agency. To use or pay another agency's informant, he/she should be established as an informant. These payments should not be a duplication of a payment from another agency; however, sharing a payment is acceptable.

3. Documentation of payments to informants is critical and should be accomplished on a Informant Payee Receipt. Payment should be made and witnessed by two law enforcement officers and authorized payment amounts should be established and reviewed by at least the first line supervisory level. In unusual circumstances, a non-officer employee or an officer of another law enforcement agency may serve as witness. In all instances, the original signed receipt must be submitted to the project director for review and record keeping.

ACCOUNTING AND CONTROL PROCEDURES

Special accounting and control procedures should govern the use and handling of confidential expenditures, as described below:

1. It is important that expenditures which conceptually should be charged to PE/PI/PS are so charged. It is only in this manner that these funds may be properly managed at all levels, and accurate forecasts of projected needs be made.
2. Each law enforcement entity should apportion its PE/PI/PS allowance throughout its jurisdiction and delegate authority to approve PE/PI/PS expenditures to those offices, as it deems appropriate.
3. Headquarters management should establish guidelines authorizing offices to spend up to a predetermined limit of their total allowance on any buy or investigation.
4. In exercising his/her authority to approve these expenditures, the supervisor should consider:
 - a. The significance of the investigation.
 - b. The need for this expenditure to further the investigation.
 - c. Anticipated expenditures in other investigations.

Funds for PE/PI/PS expenditures should be advanced to the officer for a specific purpose. If they are not expended for that purpose, they should be returned to the cashier. They should not be used for another purpose without first returning them and repeating the authorization and advance process based on the new purpose.

5. Funds for PE/PI/PS expenditure should be advanced to the officer on suitable receipt form. Informant Payee Receipt or a voucher for P/E should be completed to document funds used in the purchase of evidence or funds paid or advanced to an informant.
6. For security purposes there should be a 48-hour limit on the amount of time funds advanced for PE/PI/PS expenditure may be held outstanding. If it becomes apparent at any point within the 48-hour period that the expenditure will not materialize, the funds should be returned to the cashier as soon as possible. An extension of the 48-hour limit may be granted by the level of management that approved the advance. Factors to consider in granting such an extension are:
 - a. The amount of funds involved.
 - b. The degree of security under which the funds are being held.
 - c. How long an extension is required.
 - d. The significance of the expenditure.

Such extensions should be limited to 48 hours. Beyond this, the funds should be returned and readvanced, if necessary. Regardless of circumstances, within 48 hours of the advance, the cashier should be presented with either the unexpended funds, an executed Informant Payee Receipt or purchase of evidence or written notification by management that an extension has been granted.

7. P/S expenditures, when not endangering the safety of the officer or informant, need to be supported by canceled tickets, receipts, lease agreements, etc. If not available, the supervisor, or his immediate subordinate, must certify that the expenditures were necessary and justify why supporting documents were not obtained.

Budget Detail

2015 - SWB - Arizona

Initiative - Pinal County HIDTA Task Force (PCHTF)


Award Recipient - City of Tucson (G15SA0007A)

Resource Recipient - Florence Police Department

Awarded Budget (as approved by ONDCP)

\$5,360,735.00

Personnel	Quantity	Amount
Investigative - Law Enforcement Officer	1	\$56,172.00
Total Personnel		\$56,172.00
Fringe	Quantity	Amount
Investigative - Law Enforcement Officer		\$24,015.00
Total Fringe		\$24,015.00
Overtime	Quantity	Amount
Investigative - Law Enforcement Officer	1	\$17,202.00
Total Overtime		\$17,202.00
Travel	Quantity	Amount
Training	1	\$3,000.00
Total Travel		\$3,000.00
Total Budget		\$100,389.00

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 9b.
MEETING DATE: April 6, 2015 DEPARTMENT: Community Development Department STAFF PRESENTER: Mark Eckhoff, AICP Community Development Director SUBJECT: Resolution No. 1506-15: Acceptance of public road rights-of-ways from the Arizona State Land Department.		<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. 1506-15: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ACCEPTING NON-EXCLUSIVE PUBLIC ROAD RIGHTS-OF-WAYS FROM THE ARIZONA STATE LAND DEPARTMENT FOR THE EXTENSION OF MERRILL RANCH PARKWAY AND FRANKLIN ROAD AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

BACKGROUND/DISCUSSION:

Walker Butte 300, LLC, filed Right-of-Way Application No. 16-111198 with the Arizona State Land Department (ASLD) to acquire rights-of-ways over certain Arizona State Trust Lands located within Sections 23 and 26, T4S, R8E. The rights-of-ways will be for non-exclusive rights-of-ways for public roadway purposes for future segments of Merrill Ranch Parkway and Franklin Road located west of the Anthem at Merrill Ranch community in Florence. During the application process, Walker Butte 300, LLC, assigned its right-of-way application to the Town of Florence. The reason for this is that a right-of-way for a public roadway does not have to go to public auction, which is a more time consuming and costly process, if the applicant is a public entity such as the Town.

The ASLD is finalizing its process to issue the subject right-of-way application. One of the final steps in the process is to obtain the Town’s approval to accept ownership of the rights-of-ways. Walker Butte 300, LLC, has paid, and will continue to pay, all the costs of the acquisition process, including the purchase price of the right-of-way grant itself, any reappraised right-of-way costs that may be assessed by the ASLD in the future and, the costs to construct the future road improvements. The acquisition costs for the rights-of-ways breaks down as follows:

\$131,779.00 – Right-of-Way Rent
\$2,022.00 - Temporary Construction Easement Rent
\$133,801.00 – Total

The form of right-of-way grant instrument is the ASLD's standard form granting the Town a perpetual right-of-way across the subject State Trust Lands, with the following provisions drafted for these rights-of-ways: (a) the Town agrees to provide for at least five vehicular and pedestrian access points on the future Walker Butte subdivision plats to the adjoining State Lands; (b) the road improvements will be constructed within 15 years of the date of the State's issuance of the right-of-way application, which may be extended for up to five years upon application to and approval by the ASLD; and (c) if the rights-of-ways are not constructed within 15 years, the ASLD has the option to reappraise the rights-of-ways and assess additional rent equal to the difference in value between the original rights-of-way and the new value of the rights-of-ways.

FINANCIAL IMPACT:

This specific request does not have a financial impact to the Town. The Walker Butte property owner will pay all application, acquisition, rent, appraisal and other related fees. When Walker Butte 300, LLC, is ready to be developed, these roadway sections will be constructed as part of the development's required off-site improvements.

From a longer term perspective, the ASLD land containing these rights-of-ways will ultimately be auctioned for development and the rights-of-ways would then become perpetual Town-owned rights-of-ways. This would then be a land asset for the Town and the Town would also maintain the roadways as is with all public rights-of-ways.

STAFF RECOMMENDATION:

Motion to adopt Resolution No. 1506-15, accepting non-exclusive public road rights-of-ways from the Arizona State Land Department for the extension of Merrill Ranch Parkway and Franklin Road and authorizing execution by the Town Manager of supporting documents.

ATTACHMENTS:

Resolution No. 1506-15
Exhibits A-1, A-2, B-1, B-2, C-1, C-3, D-1 and D-2
Overall Right-of-Way Exhibit

RESOLUTION NO. 1506-15

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ACCEPTING NON-EXCLUSIVE PUBLIC ROAD RIGHTS-OF-WAYS FROM THE ARIZONA STATE LAND DEPARTMENT FOR THE EXTENSION OF MERRILL RANCH PARKWAY AND FRANKLIN ROAD 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. Accept the Non-Exclusive Public Road Rights-of-Way for the extension of Merrill Ranch Parkway and Franklin Road from the Arizona State Land Department pursuant to Arizona State Land Department Right-of-Way Application No. 16-111198 and as indicated in attached Exhibits A-1, A-2, B-1, B-2, C-1, C-2, D-1 and D-2.

2. Authorize execution by the Town Manager of any documentation necessary to complete the acceptance of the Non-Exclusive Public Road Rights-of-Way for the extension of Merrill Ranch Parkway and Franklin Road.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Florence, Arizona, this 6th day of April 2015.

Tom J. Rankin, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

EXHIBIT A-1

MERRILL RANCH PARKWAY RIGHT-OF-WAY DESCRIPTION

Being a portion of the Southeast Quarter of Section 23, Township 4 South, Range 8 East of the Gila and Salt River Meridian, Town of Florence, Pinal County, Arizona, being more particularly described as follows:

COMMENCING at the Southeast corner of said Section 23, which bears $S00^{\circ}08'42''E$ a distance of 2,638.21 feet from the East Quarter corner of said Section 23;

THENCE $N00^{\circ}08'42''W$, along the East line of the Southeast Quarter of said Section 23, a distance of 47.36 feet to a point on the proposed southerly and southwesterly right-of-way line of Merrill Ranch Parkway, 110.00 feet wide, said point being the TRUE POINT OF BEGINNING;

THENCE continuing along said East line $N00^{\circ}08'42''W$, a distance of 110.27 feet, to a point on the proposed northerly and northeasterly right-of-way line of said Merrill Ranch Parkway;

THENCE continuing along said northerly and northeasterly right-of-way line of Merrill Ranch Parkway, $S85^{\circ}49'05''W$ a distance of 627.64 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 1,290.00 feet;

THENCE continuing northwesterly along said curve, and along said northeasterly right-of-way line of Merrill Ranch Parkway, an arc distance of 1,337.71 feet, through a central angle of $59^{\circ}25'54''$ to the beginning of a tangent line;

THENCE continuing along said northeasterly right-of-way line of Merrill Ranch Parkway, $N34^{\circ}46'01''W$ a distance of 311.47 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 1,255.00 feet;

THENCE continuing northwesterly along said curve, and along said northeasterly right-of-way line of Merrill Ranch Parkway, an arc distance of 868.01 feet, through a central angle of $39^{\circ}37'42''$ to a point on the North-South Mid-Section line of said Section 23, said point bears $S00^{\circ}08'50''E$ a distance of 1,220.44 feet from the center of said Section 23, said point being the beginning of a non-tangent line, a radial bearing to said point bears $N15^{\circ}36'17''E$;

THENCE $S00^{\circ}08'50''E$ along said North-South Mid-Section line a distance of 114.73 feet to a point on the proposed said southwesterly right-of-way line of Merrill Ranch Parkway, said point being the beginning of a non-tangent curve, concave southwesterly, having a radius of 1,145.00 feet, a radial bearing to said point bears $N17^{\circ}09'48''E$;

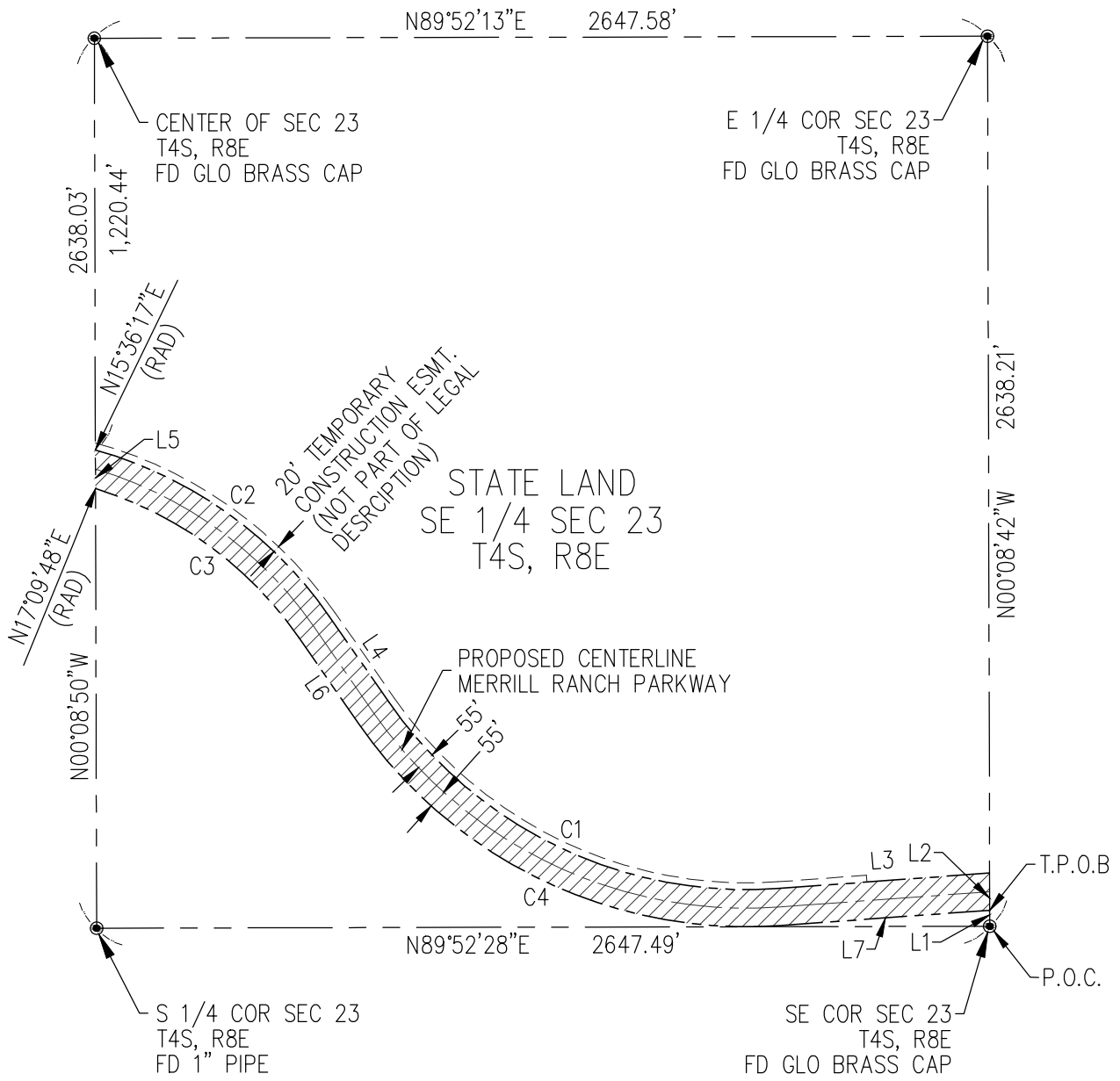
THENCE continuing southeasterly, along said curve, and along said southwesterly right-of-way line of Merrill Ranch Parkway, an arc distance of 760.78 feet, through a central angle of $38^{\circ}04'11''$ to the beginning of a tangent line;

THENCE continuing along said southwesterly right-of-way line of Merrill Ranch Parkway, $S34^{\circ}46'01''E$ a distance of 311.47 feet to the beginning of a tangent curve, concave northeasterly, having a radius 1,400.00 feet;

THENCE continuing southeasterly and easterly along said curve, and along said southwesterly right-of-way line of Merrill Ranch Parkway, an arc distance of 1,451.78 feet, through a central angle of $59^{\circ}24'54''$ to the beginning of a tangent line;

THENCE continuing along said southerly right-of-way line of Merrill Ranch Parkway, $N86^{\circ}49'05''E$ a distance of 619.88 feet to the TRUE POINT OF BEGINNING.

Containing 345,883 square feet, or 7.9404 acres.



LINE TABLE

LINE	BEARING	DISTANCE
L1	N00°08'42"W	47.36'
L2	N00°08'42"W	110.27'
L3	S85°49'05"W	627.64'
L4	N34°46'01"W	311.47'
L5	S00°08'50"E	114.73'
L6	S34°46'01"E	311.47'
L7	N86°49'05"E	619.88'

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH
C1	59°25'54"	1,290.00'	1,337.71'
C2	39°37'42"	1,255.00'	868.01'
C3	38°04'11"	1,145.00'	760.78'
C4	59°24'54"	1,400.00'	1,451.78'



INDICATES AREA DESCRIBED AS MERRILL RANCH PARKWAY



SCALE: 1 inch = 500 ft.

EXHIBIT 'A-2' - MERRILL RANCH PARKWAY RIGHT-OF-WAY

A PORTION OF THE SE 1/4 OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 8 EAST
TOWN OF FLORENCE, PINAL COUNTY, ARIZONA



3205 W. Ray Road
Chandler, AZ 85226
Phone: 480.705.5372
Fax: 480.705.5376
www.unitedeng.com

united engineering group

EXHIBIT B-1

MERRILL RANCH PARKWAY –TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION

Being a portion of the Southeast Quarter of Section 23, Township 4 South, Range 8 East of the Gila and Salt River Meridian, Town of Florence, Pinal County, Arizona, being a strip of land, 20.00 feet wide, lying northerly and northeasterly of and parallel with, measured at right angles, the following described line:

COMMENCING at the Southeast corner of said Section 23, which bears $S00^{\circ}08'42''E$ a distance of 2,638.21 feet from the East Quarter corner of said Section 23;

THENCE $N00^{\circ}08'42''W$, along the East line of the Southeast Quarter of said Section 23, a distance of 157.63 feet to a point on the proposed northerly and northeasterly right-of-way line of Merrill Ranch Parkway, 110.00 feet wide;

THENCE continuing along said northerly and northeasterly right-of-way line of Merrill Ranch Parkway, $S85^{\circ}49'05''W$ a distance of 365.00 feet to the TRUE POINT OF BEGINNING;

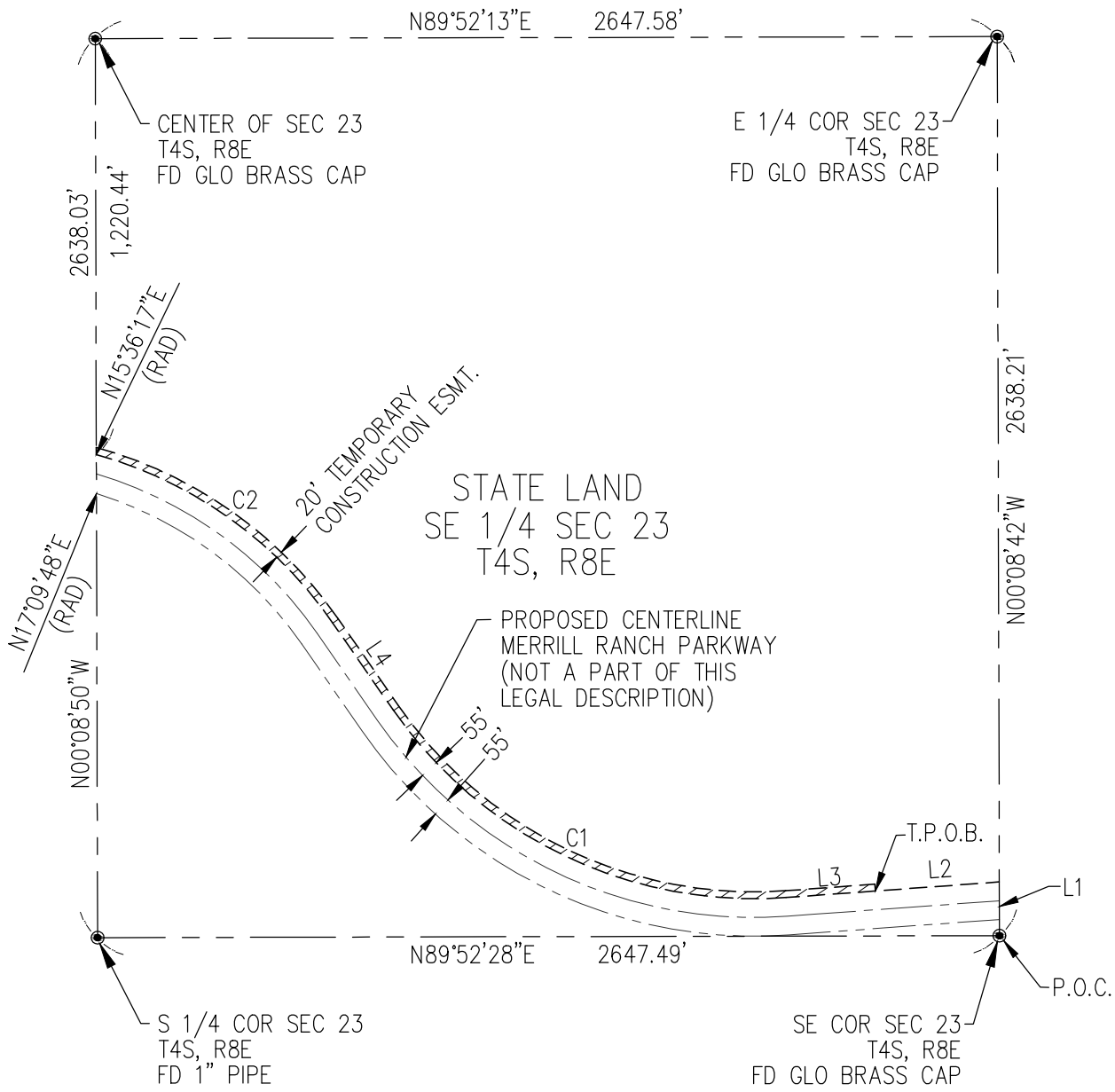
THENCE continuing along said northerly and northeasterly right-of-way line of Merrill Ranch Parkway, $S85^{\circ}49'05''W$ a distance of 262.64 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 1,290.00 feet;

THENCE continuing northwesterly along said curve, and along said northeasterly right-of-way line of Merrill Ranch Parkway, an arc distance of 1,337.71 feet, through a central angle of $59^{\circ}25'54''$ to the beginning of a tangent line;

THENCE continuing along said northeasterly right-of-way line of Merrill Ranch Parkway, $N34^{\circ}46'01''W$ a distance of 311.47 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 1,255.00 feet;

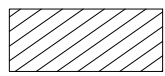
THENCE continuing northwesterly along said curve, and along said northeasterly right-of-way line of Merrill Ranch Parkway, an arc distance of 868.01 feet, through a central angle of $39^{\circ}37'42''$ to a point on the North-South Mid-Section line of said Section 23, said point bears $S00^{\circ}08'50''E$ a distance of 1,220.44 feet from the center of said Section 23, said point being the beginning of a non-tangent line, a radial bearing to said point bears $N15^{\circ}36'17''E$;

Containing 55,757 square feet, or 1.280 acres.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°08'42\"W	157.63'
L2	S85°49'05\"W	365.00'
L3	S85°49'05\"W	262.64'
L4	N34°46'01\"W	311.47'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	59°25'54\"	1,290.00'	1,337.71'
C2	39°37'42\"	1,255.00'	868.01'



INDICATES LIMITS OF TEMPORARY CONSTRUCTION EASEMENT



SCALE: 1 inch = 500 ft.

**EXHIBIT 'B-2' - MERRILL RANCH PARKWAY
TEMPORARY CONSTRUCTION EASEMENT**

A PORTION OF THE SE 1/4 OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 8 EAST
TOWN OF FLORENCE, PINAL COUNTY, ARIZONA



united engineering group

3205 W. Ray Road
Chandler, AZ 85226
Phone: 480.705.5372
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www.unitedeng.com

EXHIBIT C-1

FRANKLIN ROAD RIGHT-OF-WAY DESCRIPTION

Being a portion of the Northwest Quarter of Section 26, Township 4 South, Range 8 East of the Gila and Salt River Meridian, Town of Florence, Pinal County, Arizona, being more particularly described as follows:

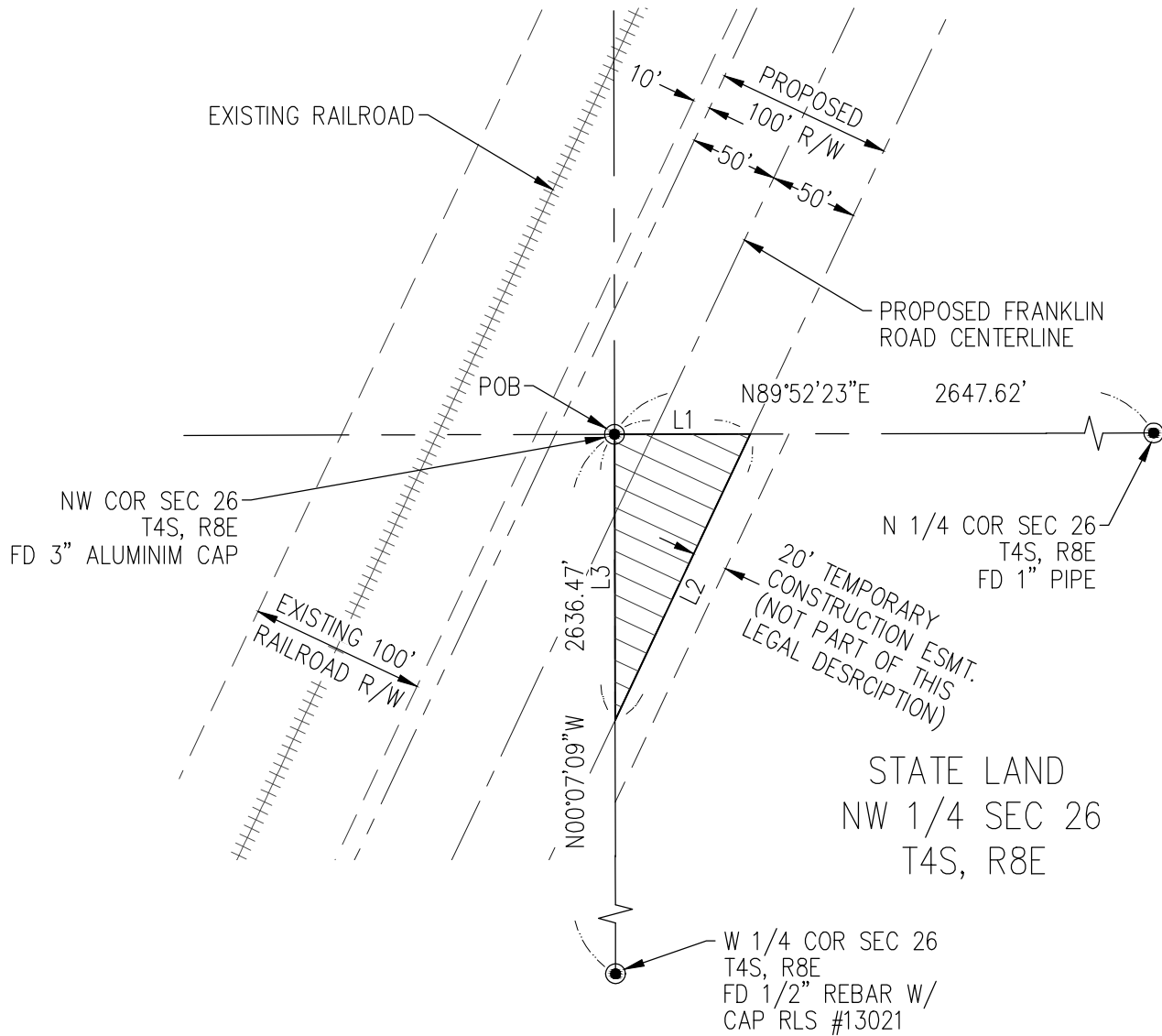
BEGINNING at the Northwest corner of said Section 26, which bears S89°52'23"W a distance of 2,647.62 feet from the North Quarter corner of said Section 26 and bears N00°07'09"W a distance of 2,636.47 feet from the West Quarter corner of said Section 26;

THENCE N89°52'23"E, along the northerly line of said Northwest Quarter of said Section 26, a distance of 77.15 feet to a point on the Southeasterly Right-of-Way line of proposed Franklin Road, 100.00 feet wide;

THENCE S25°16'33"W, along said Southeasterly Right-of-Way of proposed Franklin Road, a distance of 179.89 feet to a point on the westerly line of said Northwest Quarter of said Section 26, said point bears S00°07'09"E a distance of 162.50 feet from the said Northwest corner of said Section 26;

THENCE N00°07'09"W, along said westerly line, a distance of 162.50 feet to the POINT OF BEGINNING.

Containing 6,273 square feet, or 0.144 acres.



INDICATES AREA DESCRIBED AS FRANKLIN ROAD

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°52'23"E	77.15'
L2	S25°16'33"W	179.89'
L3	N00°07'09"W	162.50'



SCALE: 1 inch = 100 ft.

EXHIBIT 'C-2' - FRANKLIN ROAD RIGHT-OF-WAY

A PORTION OF THE NW 1/4 OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 8 EAST
 GILA AND SALT RIVER MERIDIAN
 TOWN OF FLORENCE, PINAL COUNTY, ARIZONA



united engineering group

3205 W. Ray Road
 Chandler, AZ 85226
 Phone: 480.705.5372
 Fax: 480.705.5376
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EXHIBIT D-1

FRANKLIN ROAD-TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION

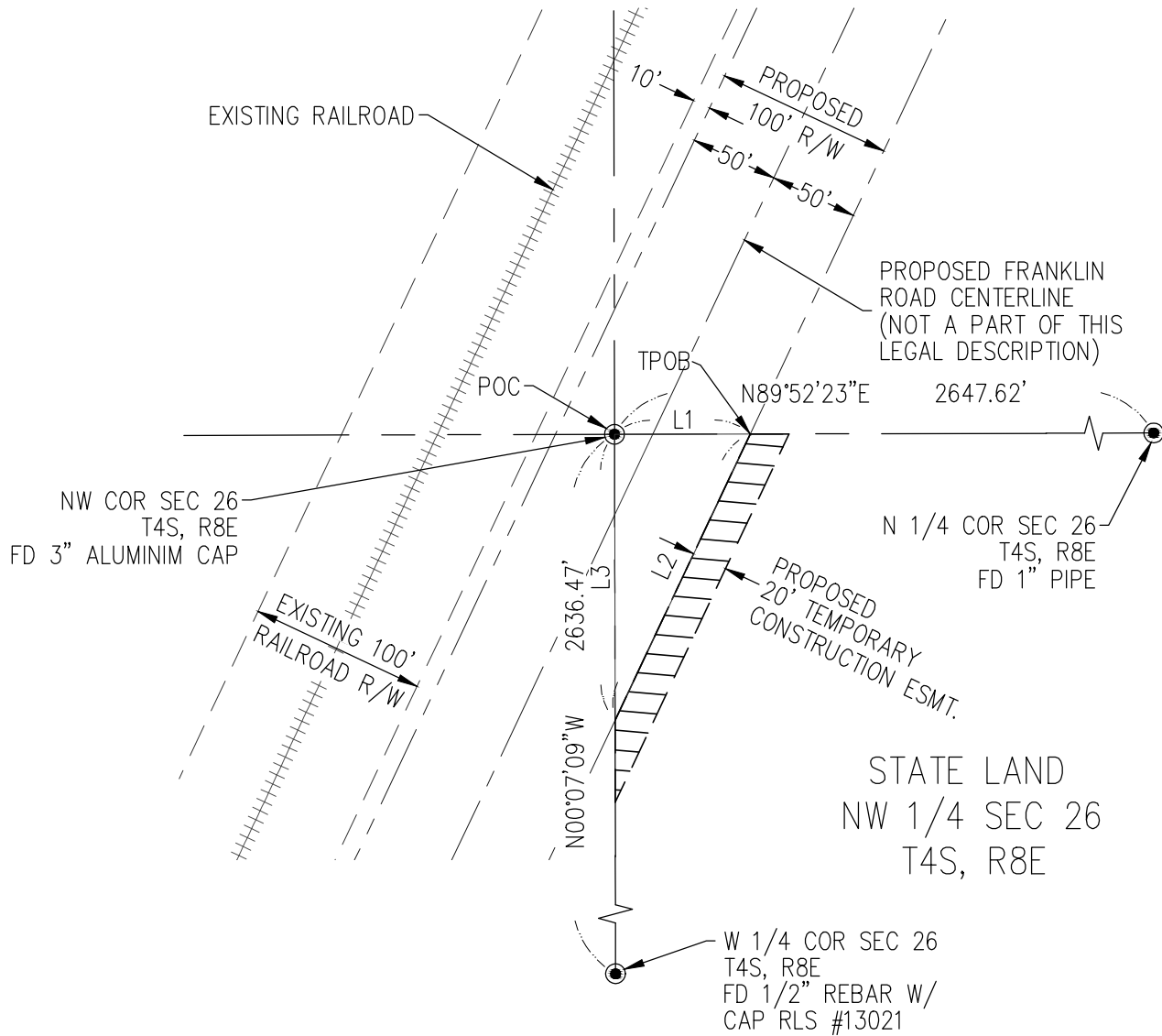
Being a portion of the Northwest Quarter of Section 26, Township 4 South, Range 8 East of the Gila and Salt River Meridian, Town of Florence, Pinal County, Arizona, being a 20.00 foot wide strip of land, lying southeasterly of and parallel with, measured at right angles, the following described line:

COMMENCING at the Northwest corner of said Section 26, which bears S89°52'23"W a distance of 2,647.62 feet from the North Quarter corner of said Section 26, and bears N00°07'09"W a distance of 2,636.47 feet from the West Quarter corner of said Section 26;

THENCE N89°52'23"E, along the northerly line of said Northwest Quarter of said Section 26, a distance of 77.15 feet to a point on the Southeasterly Right-of-Way line of proposed Franklin Road, 100.00 feet wide, said point being the TRUE POINT OF BEGINNING;

THENCE S25°16'33"W, along said Southeasterly Right-of-Way of proposed Franklin Road, a distance of 179.89 feet to a point on the westerly line of said Northwest Quarter of said Section 26, said point bears S00°07'09"E a distance of 162.50 feet from the said Northwest corner of said Section 26;

Containing 4,095 square feet, or 0.094 acres.



INDICATES LIMITS OF TEMPORARY CONSTRUCTION EASEMENT

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°52'23"E	77.15'
L2	S25°16'33"W	179.89'
L3	N00°07'09"W	162.50'



SCALE: 1 inch = 100 ft.

EXHIBIT 'D-2' - FRANKLIN ROAD TEMPORARY CONSTRUCTION EASEMENT
 A PORTION OF THE NW 1/4 OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 8 EAST
 GILA AND SALT RIVER MERIDIAN
 TOWN OF FLORENCE, PINAL COUNTY, ARIZONA

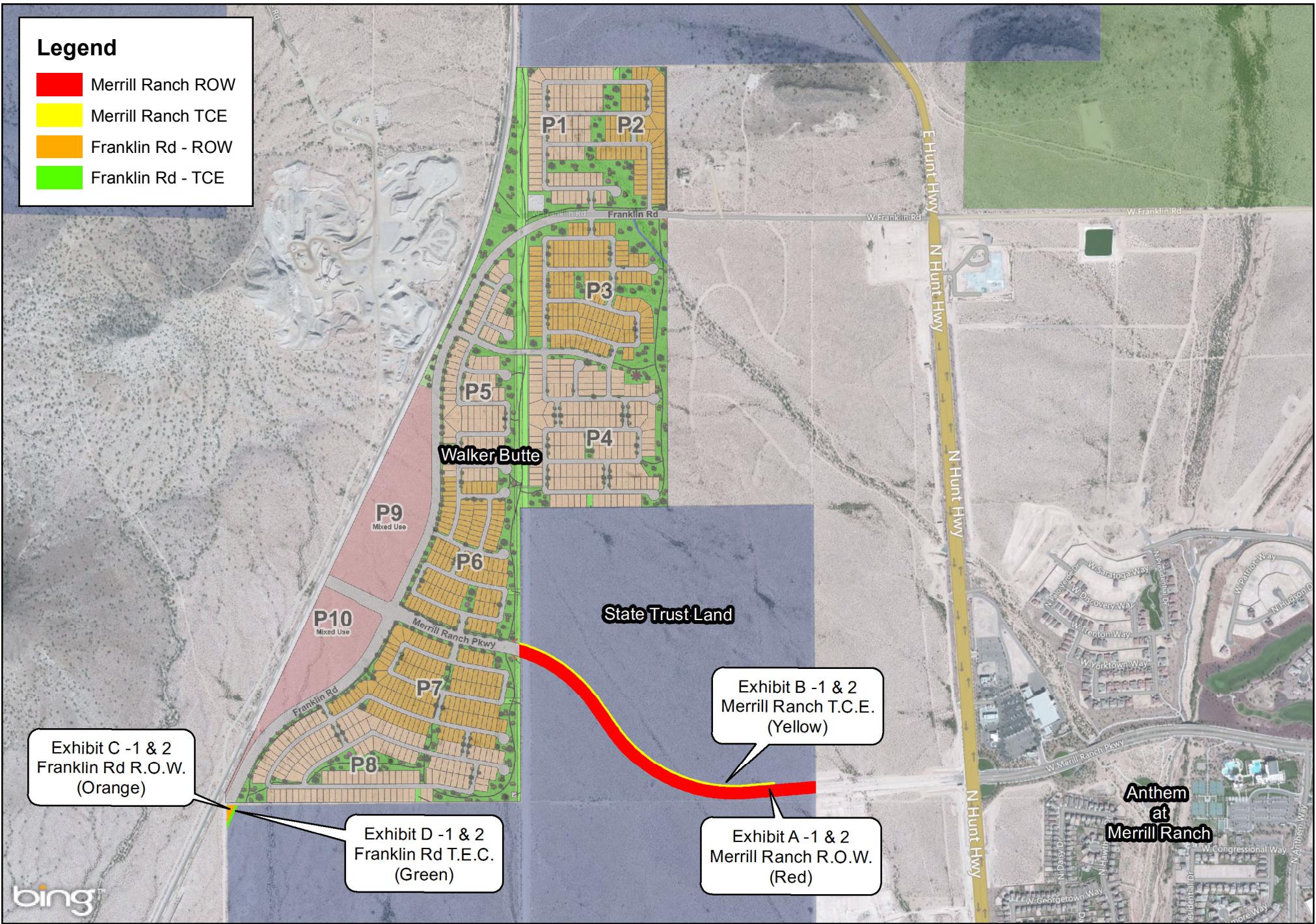


3205 W. Ray Road
 Chandler, AZ 85226
 Phone: 480.705.5372
 Fax: 480.705.5376
 www.unitedeng.com

united engineering group

Legend

- Merrill Ranch ROW
- Merrill Ranch TCE
- Franklin Rd - ROW
- Franklin Rd - TCE



Walker Butte - State Land R.O.W & T.C.E.

Florence, Arizona



Roadway Location Exhibit



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 9c.

MEETING DATE: April 6, 2015

DEPARTMENT: Utilities Department

STAFF PRESENTER: John V. Mitchell, Utilities Director

SUBJECT: Approval of Exclusive Traffic Signal Easement
between the Town of Florence and Southwest
Value Partners (SWV-PTE, LLC).

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

RECOMMENDED MOTION/ACTION:

Motion to approve the exclusive traffic signal easement between the Town of Florence and Southwest Valley Partners, (SWV-PTE, LLC).

BACKGROUND/DISCUSSION:

The construction of a new traffic signal at Fire Station #2 requires that the Town acquire an easement from the underlying landowner. The easement is 3,750 square feet and will facilitate a traffic signal and adjacent utilities.

FINANCIAL IMPACT:

The cost of the easement is \$1.00 and other valuable consideration, payable through the existing 2014/2015 Fiscal Year budget.

STAFF RECOMMENDATION:

Staff recommends that the Exclusive Traffic Signal Easement be approved and that Mayor sign the easement on behalf of the Town of Florence.

ATTACHMENTS:

Exclusive Traffic Signal Easement

WHEN RECORDED MAIL TO:

**LISA GARCIA
Town Clerk
Town of Florence, Arizona
P.O. Box 2670
Florence, AZ 85132**

EXCLUSIVE TRAFFIC SIGNAL EASEMENT

Pinal County Parcel No.: 211-02-026D

KNOW ALL MEN BY THESE PRESENTS:

That for the consideration of One (\$1.00) Dollar and other valuable consideration, **SWVP-PTE, LLC**, an Arizona limited liability corporation organized and existing under the laws of the State of Arizona, (“Grantor”), hereby grants to the Town of Florence, Arizona, an Arizona municipal corporation (“Grantee”), an exclusive easement (“Easement”) over, across and under the lands described below (the “Easement Parcel”) for the placement of a traffic signal and adjacent electrical utilities in the Easement Parcel.

The lands over, across and under which this Easement is granted are situated in the County of Pinal, State of Arizona, and are more particularly described by "EXHIBIT A" attached hereto and by this reference made a part hereof.

The Easement herein granted shall be subject to the following conditions:

- 1) Grantor shall retain the prior right to construct, reconstruct, operate and maintain its existing and future development rights within the Easement herein granted.
- 2) Other than the prior rights retained by Grantor, Grantee’s Easement as described herein shall be exclusive. Subject to Grantor’s consent, Grantee may grant permits to other utility companies within the Easement herein granted, provided said permits or other utilities’ facilities shall not unreasonably obstruct or interfere with Grantor’s existing or future facilities.

- 3) Grantor shall not be liable for any expense, cost or charge arising from Grantee's exercise of rights granted herein.
- 4) Prior to constructing, reconstructing or modifying any facilities within the Easement, Grantee shall submit plans and receive Grantor's written approval for such facilities. Grantor's approval shall not be unreasonably withheld.
- 5) As a condition of the granting of this Easement by Grantor, Grantee expressly agrees to indemnify, defend, and hold harmless, Grantor, its officers, directors, agents, and employees from all liabilities, claims, or demands on account of or arising out of any injury or loss resulting from Grantee's exercise of rights granted herein, insofar as permitted by law.
- 6) In the event the right, privilege, and easement herein granted shall be abandoned and permanently cease to be used for the purposes for which granted, such rights shall revert back to the property owner of record at the time of the abandonment.
- 7) The easement herein granted is subject to all prior licenses, leases, and easements of record.
- 8) The covenants and agreements in this Easement shall run with and burden the land and shall extend and inure in favor of and to the benefit of, and shall be binding on, Grantor and Grantee and their successors (including successors in ownership and estate), heirs, administrators, executors, personal representatives, legal representatives, assigns and lessees.

THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, **SWVP-PTE, LLC**, an Arizona limited liability corporation organized and existing under the laws of the State of Arizona, has caused its name to be signed and its seal to be affixed by the undersigned officers thereunto duly authorized, this ____ day of _____, 2015.

Justin Merritt, Manager

STATE OF ARIZONA)

) ss.

County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Justin Merritt on behalf of SWVP-PTE, LLC, an Arizona limited liability corporation organized and existing under the laws of the State of Arizona.

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

My Commission Will Expire:

Notary Public

Note: This instrument is exempt from the real estate transfer fee and affidavit of legal value required pursuant to A.R.S. § 11-1134(A)(2) and (A)(3).



Town of Florence
Hunt Highway Traffic Control Easement

A Parcel of Land lying within the Southwest Quarter of Section 25, Township 4 South, Range 8 East of the Gila and Salt River Meridian, Pinal County, Arizona, more particularly described as follows:

Commencing at the Center Quarter Corner of Section 25 (1" Iron Bar, Brass Tag LS 43021, Found) from which the West Quarter Corner of Section 25 (Brass Cap Stem, 2.5' below surface, Found) bears South 88 Degrees 52 Minutes 02 Seconds West (Basis of Bearing), a distance of 2614.18 feet and the South Quarter Corner of Section 25 (Brass Cap in Concrete, Found) bears South 00 Degrees 20 Minutes 36 Seconds East, a distance of 2642.19 feet;

Thence, along the North line of the Southwest Quarter of Section 25, South 88 Degrees 52 Minutes 02 Seconds West, a distance of 1076.37 feet;

Thence, South 01 Degrees 07 Minutes 58 Seconds East, a distance of 361.51 feet to the true POINT OF BEGINNING;

Thence, North 85 Degrees 40 Minutes 51 Seconds East, a distance of 25.00 feet to a point on the West Right-of-Way line of Hunt Highway Phase 3 (Fee No. 2006-166147, PCR);

Thence, along the said Right-of-Way line, South 04 Degrees 19 Minutes 09 Seconds East, a distance of 150.00 feet;

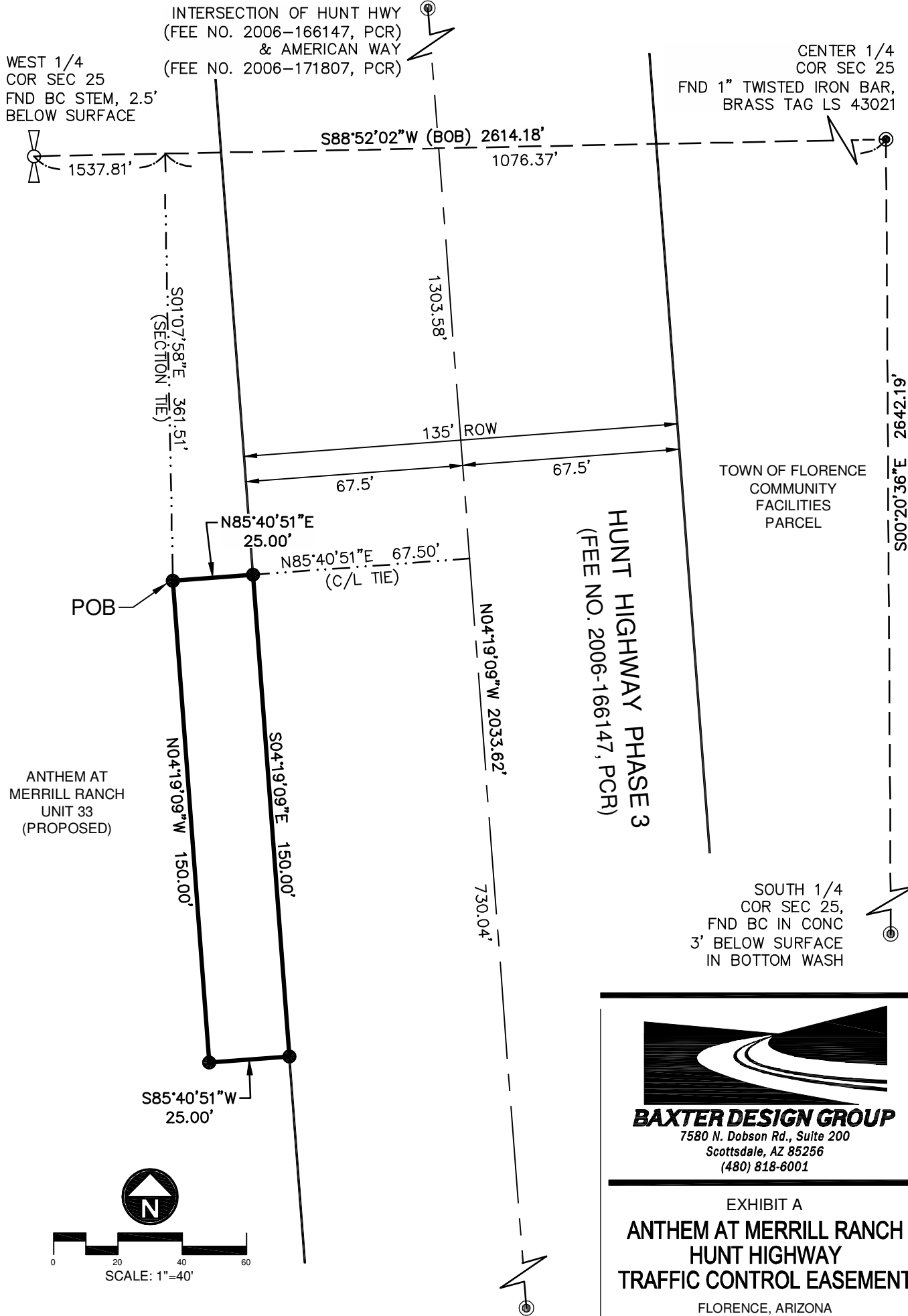
Thence, South 85 Degrees 40 Minutes 51 Seconds West, a distance of 25.00 feet;

Thence, North 04 Degrees 19 Minutes 09 Seconds West, a distance of 150.00 feet to the POINT OF BEGINNING.

Containing 3,750 square feet or 0.0861 acres, more or less.

See Exhibit A, attached.

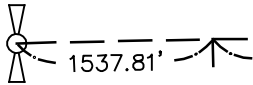
path:R:\1177 Hunt Fire Station\05_Exhibits\Signal Easement.dwg | plot date: February 24, 2015 | plotted by: ssanders



WEST 1/4
COR SEC 25
FND BC STEM, 2.5'
BELOW SURFACE

INTERSECTION OF HUNT HWY
(FEE NO. 2006-166147, PCR)
& AMERICAN WAY
(FEE NO. 2006-171807, PCR)

CENTER 1/4
COR SEC 25
FND 1" TWISTED IRON BAR,
BRASS TAG LS 43021



S88°52'02"W (BOB) 2614.18'
1076.37'

S01°07'58"E 361.51'
(SECTION TIE)

1303.58'

135' ROW

67.5'

67.5'

TOWN OF FLORENCE
COMMUNITY
FACILITIES
PARCEL

S00°20'36"E 2642.19'

POB

N85°40'51"E
25.00'

N85°40'51"E 67.50'
(C/L TIE)

N04°19'09"W 2033.62'

ANTHEM AT
MERRILL RANCH
UNIT 33
(PROPOSED)

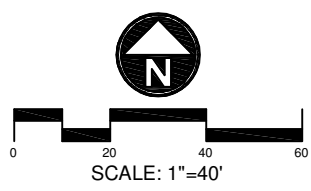
N04°19'09"W 150.00'

S04°19'09"E 150.00'

HUNT HIGHWAY PHASE 3
(FEE NO. 2006-166147, PCR)

SOUTH 1/4
COR SEC 25,
FND BC IN CONC
3' BELOW SURFACE
IN BOTTOM WASH

S85°40'51"W
25.00'



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

EXHIBIT A
**ANTHEM AT MERRILL RANCH
HUNT HIGHWAY
TRAFFIC CONTROL EASEMENT**
FLORENCE, ARIZONA



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 9d.

MEETING DATE: April 6, 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 Pinal County Historical Society Museum's application for a Special Event Liquor License for a fundraiser to be held on May 23, 2015, from 5:00 pm to 8:00 pm, at the Pinal County Historical Museum.

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: Pinal County Historical Society

SECTION 2 Non-Profit/IRS Tax Exempt Number: 86-6055125

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: Pinal County Historical Society Museum

Address of Location: 715 S. Main Street Florence Pinal County Arizona 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: Wheeler Betty J. January 4, 1942
Last First Middle Date of Birth

2. Applicant's mailing address: 6606 W. Mockingbird Ct. Florence Arizona 85132
Street City State Zip

3. Applicant's home/cell phone: (520) 509-1121 Applicant's business phone: (520) 868-4382

4. Applicant's email address: bwheeler8@cox.net

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? none

(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	<u>Pinal County Historical Society</u>	Percentage	<u>100 %</u>
Address	<u>715 S. Main Street</u>	<u>Florence</u>	<u>Arizona</u> <u>85132</u>
	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: Event will be held on Museum property in the parking lot to the rear of the building.

Event will be a completely enclosed area (chain link fence) with a single gated entrance to area.

Board members of the Society will be responsible for ensuring all liquor laws are observed.

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 23, 2015</u>	<u>Saturday</u>	<u>5:00 p.m.</u>	<u>8:00 p.m.</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

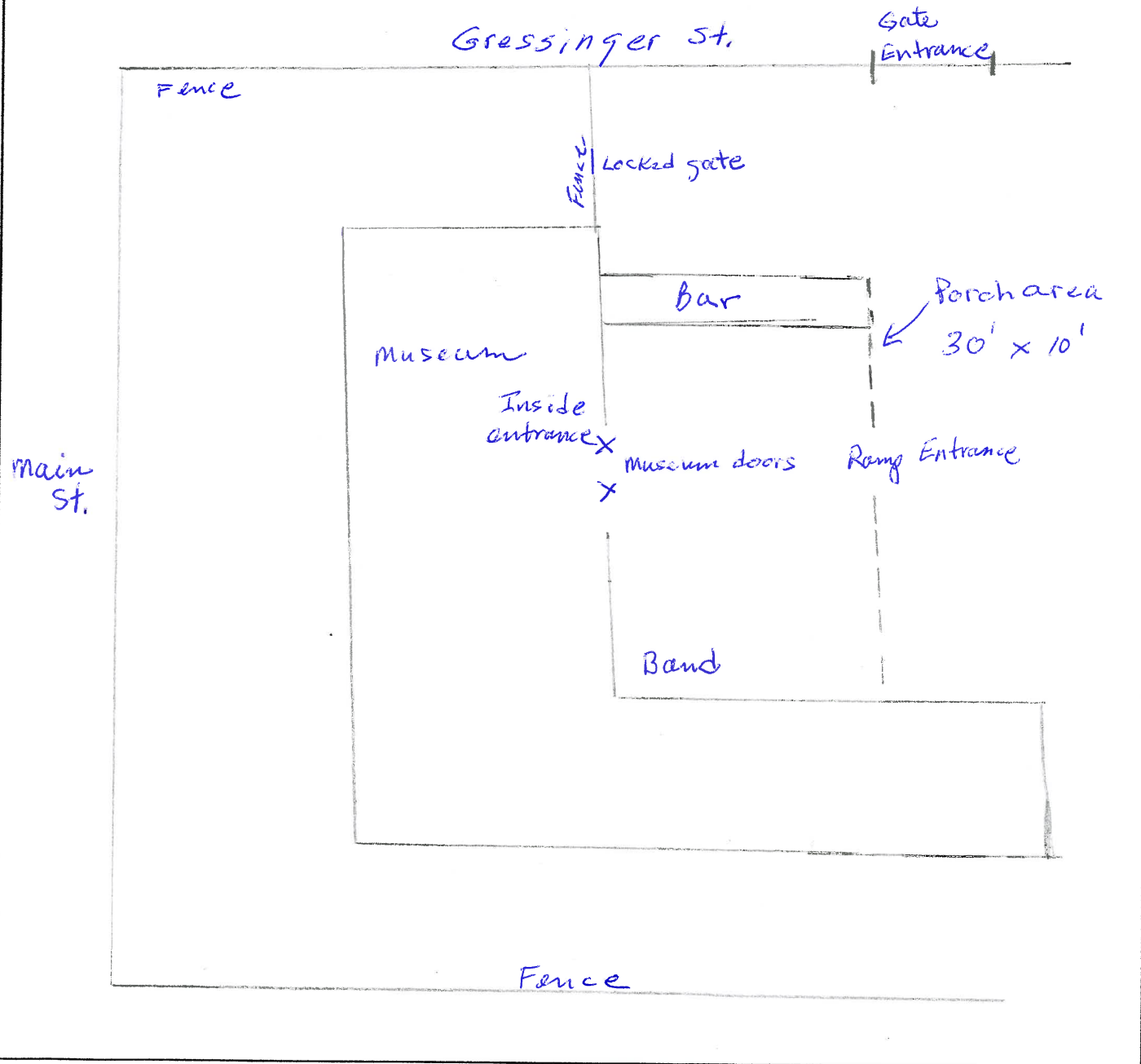
SECTION 12 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. The following space is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.

PCHS Museum is located at 715 S. Main Street, Florence. The PCHS owns the entire parcel that includes, Museum, parking lot, outdoor display of farming equipment, Fire vehicles, blacksmith shop and early settler house.



The entire parking area is enclosed by a chain link fence with a gated side yard entrance. The side yard entrance is on Gressinger. Restrooms within the museum will be available to the participants.

Event will be held on the porch and parking area. The parking area would be closed to vehicle parking for this event. Parking will be on the State land adjacent to the Museum off of Main. The bar would be located on the concrete porch area together with a small band.



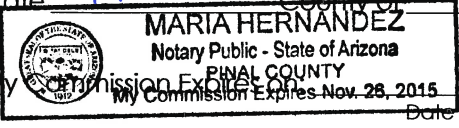
SECTION 13 This section is to be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

I, Betty J. Wheeler 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. Betty Wheeler

X Betty Wheeler President 3/23/15 520-589-1524
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 23rd March 2015
Day Month Year

State Arizona County of Pinal



November 26, 2015 Maria Hernandez
Date Signature of Notary Public

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

I, _____ 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 Date Phone #

The foregoing instrument was acknowledged before me this _____
Day Month Year

State _____ County of _____

My Commission Expires on: _____
Date Signature of Notary Public


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> 9e.
MEETING DATE: April 6, 2015 DEPARTMENT: Administration STAFF PRESENTER: Lisa Garcia, Deputy Town Manager/Town Clerk SUBJECT: Arizona Parks and Recreation Fellowship's Special Event License Application		<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:

Favorable recommendation to the Arizona Department of Liquor Licenses and Control on the Arizona Parks and Recreation Fellowship's application for the Cinco de Mayo event on May 2, 2015 at Padilla Park.

BACKGROUND/DISCUSSION:

Arizona Parks and Recreation Fellowship is committed to financially supporting parks, recreation, and leisure oriented educational development and scholarships, research, advocacy, and community enrichment. The Arizona Parks and Recreation Fellowship has submitted an application for a Special Event License. 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 10 days in a calendar year. The fee for a Special Event License is \$25 per day, payable to the Arizona Department of Liquor Licenses and Control. The \$25 check will be forwarded to the Arizona Department of Liquor Licenses and Control 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

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: Arizona Parks and Recreation Fellowship

SECTION 2 Non-Profit/IRS Tax Exempt Number: 35-2412657

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: Padilla Park

Address of Location: 77 W. Ruggles St. 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: Mayer Mark C 05/01/1952
Last First Middle Date of Birth

2. Applicant's mailing address: 12950 N 7th St Phoenix, AZ 85022
Street City State Zip

3. Applicant's home/cell phone: (480) 219-8200 Applicant's business phone: (480) 816-5190

4. Applicant's email address: mmayer@fh.az.gov

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? 0

(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 Arizona Parks and Recreation Fellowship Percentage 25%

Address 12950 N. 7th St., Phoenix, AZ 85022
Street City State Zip

Name Greater Florence Chamber of Commerce Percentage 75%

Address 24 W. Ruggles St., 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.)

2 Number of Police 0 Number of Security Personnel Fencing Barriers

Explanation: _____

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>5/2/2015</u>	<u>Saturday</u>	<u>11:00am</u>	<u>7:00pm</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

SECTION 12 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. The following space is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.

Attached



Park Locations

- ① Stage
- ② Restrooms
- ③ Splash Pad
- ④ Carriage House
- ⑤ Silver King Marketplace

Park Hours

Daily: 7am - 9pm

No Alcohol without a permit

Splash Pad

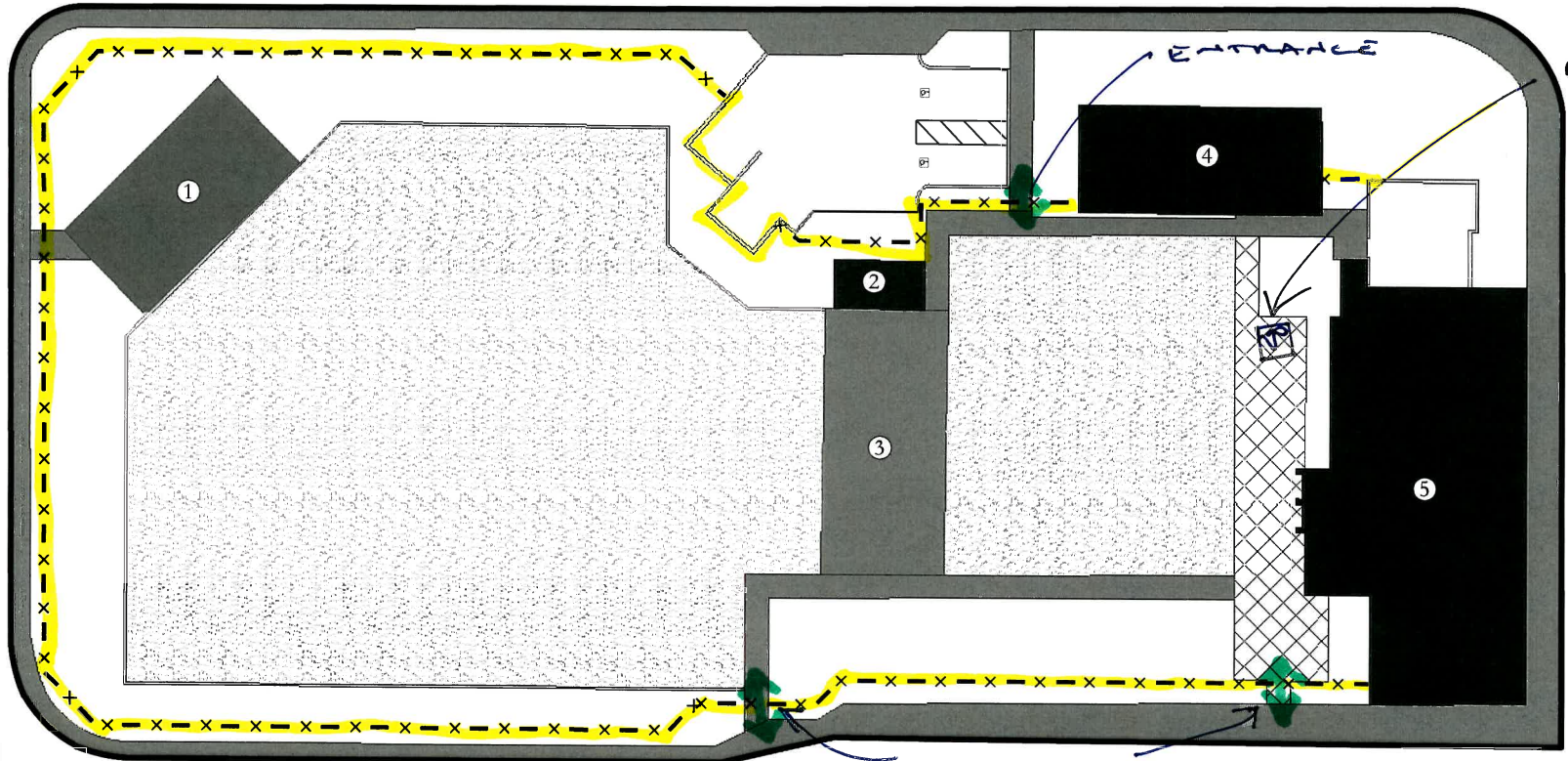
Open Seasonal

April - September

Quartz St

Ruggles St

Main St



0 20 40



Feet

Date Created: 3/5/2015

Date Modified: 3/6/2015

This map is created for reference purposes only and is to be used at your own risk. The Town of Florence makes no warranty as to the accuracy or completeness of the information contained in this map and assumes no liability for any errors or omissions contained therein, nor for any direct, indirect, or consequential damages Which may be caused by its use. It is the user's responsibility to verify all information contained herein. MM-40

Padilla Park
77 W Ruggles St



Town of Florence

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

I, Mark C Mayer 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 Mark C. Mayer Director 3/24/15 480-816-5190
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 24 March 2015
Day Month Year
State Arizona County of Maricopa



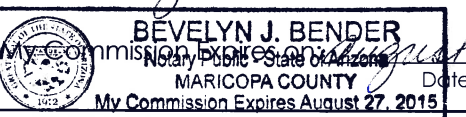
Bevelyn J. Bender
Signature of Notary Public

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

I, Mark C Mayer 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 Mark C. Mayer Director 3/24/15 480-816-5190
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 24 March 2015
Day Month Year
State Arizona County of Maricopa



Bevelyn J. Bender
Signature of Notary Public

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
Summary of Warrants Paid
As of February 2015**

Source	Amount
Accounts Payable-Warrant Register	2,615,896.71
ACH/Wire Transfers	
CFD #2 trustee admin fee - Wells Fargo	1,750.00
sales tax payments - ADOR	18,032.98
child support/assignment PR levys	4,970.64
credit/debit/analysis/bank fees	3,564.88
FSA Collateral & Disbursements	2,490.06
health insurance payments - Blue Cross	195,818.02
deferred comp payments	2,786.00
Total Transfers	229,412.58
Electronic Retirement Transfers	
ppd 1 - ASRS	47,640.88
ppd 2 - ASRS	48,196.16
ppd 1 - Securian (Firefighter Pension)	270.78
ppd 2 - Securian (Firefighter Pension)	268.67
Total Retirement Transfers	96,376.49
Payroll Transfers	
ppd 1	223,248.85
ppd 2	242,353.21
Total Payroll Transfers	465,602.06
Credit Union Transfers	
ppd 1	4,160.62
ppd 2	4,160.62
Total Credit Union Transfers	8,321.24
Electronic State Tax Transfers	
ppd 1	9,186.98
ppd 2	8,241.26
Total State Tax Deposits	17,428.24
Electronic Federal Tax Transfers	
ppd 1	76,379.32
ppd 2	70,556.67
Total Federal Tax Deposits	146,935.99
General Checking Account	\$3,579,973.31
Total Warrants	\$3,579,973.31

Account	G/L	Check Number	Check Issue Date	Vendor Name	Invoice Number	Invoice Date	Description	Check Amount
Accounts Payable								
10202000		97781	2/9/2015	ARIZONA STATE TREASURER	Jan-15	2/9/2015	STATE JCEF Court Fees	312.00
10202500		97781	2/9/2015	ARIZONA STATE TREASURER	Jan-15	2/9/2015	ZFAR 1 Court Fees	531.31
10202501		97781	2/9/2015	ARIZONA STATE TREASURER	Jan-15	2/9/2015	ZFAR 2 Court Fees	280.00
10203000		97783	2/9/2015	PINAL COUNTY TREASURER	Jan-15	2/9/2015	Justice Court Fee	33.94
10204000		97781	2/9/2015	ARIZONA STATE TREASURER	Jan-15	2/9/2015	STATE SURCHARGES	5,138.96
10206000		97960	2/25/2015	TEMPORARY VENDOR	TR2014000695	2/24/2015	Bond Refund	250.00
10225000		97630	2/3/2015	AZ PUBLIC SAFETY RETIREMENT	PPE 123/15 PD	2/2/2015	RETIREMENT CONTRIBUTIONS POLICE	17,196.81
10225000		97813	2/17/2015	AZ PUBLIC SAFETY RETIREMENT	PPE 206/15PD	2/12/2015	RETIREMENT CONTRIBUTIONS POLICE	17,291.33
10225000		98002	2/27/2015	AZ PUBLIC SAFETY RETIREMENT	PPE 220/15PD	2/27/2015	RETIREMENT CONTRIBUTIONS POLICE	17,849.87
10225100		97630	2/3/2015	AZ PUBLIC SAFETY RETIREMENT	PPE 123/15FIRE	2/2/2015	RETIREMENT CONTRIBUTIONS FIRE	18,629.66
10225100		97813	2/17/2015	AZ PUBLIC SAFETY RETIREMENT	PPE 206/15FIRE	2/12/2015	RETIREMENT CONTRIBUTIONS FIRE	12,609.34
10225100		98002	2/27/2015	AZ PUBLIC SAFETY RETIREMENT	PPE 220/15FIRE	2/27/2015	RETIREMENT CONTRIBUTIONS FIRE	18,887.12
10226300		97776	2/5/2015	VISION SERVICE PLAN	2539960001 215	1/21/2015	VISION INSURANCE	2,230.82
10231000		97788	2/11/2015	TEMPORARY VENDOR	INTEREST REF	2/11/2015	Interest refund	8.61
10231000		97788	2/11/2015	TEMPORARY VENDOR	SS REFUND	2/11/2015	Refund SS	223.20
10231000		97789	2/11/2015	TEMPORARY VENDOR	REF INTEREST	2/11/2015	Interest refund	11.98
10231000		97789	2/11/2015	TEMPORARY VENDOR	REFUND SS	2/11/2015	SS Refund	261.00
10231000		97790	2/11/2015	TEMPORARY VENDOR	INTEREST REF	2/11/2015	Interest Refund	8.61
10231000		97790	2/11/2015	TEMPORARY VENDOR	REF SS	2/11/2015	Refund SS	223.20
10231000		97791	2/11/2015	TEMPORARY VENDOR	INTEREST REF	2/11/2015	Interest Refund	12.44
10231000		97791	2/11/2015	TEMPORARY VENDOR	SS REF	2/11/2015	refund ss	322.40
10231000		97792	2/11/2015	TEMPORARY VENDOR	INTEREST REF	2/11/2015	Interest Refund	11.98
10231000		97792	2/11/2015	TEMPORARY VENDOR	SS REFUND	2/11/2015	Refund SS	261.00
10232000		97629	2/3/2015	AZ DEPT OF REVENUE COLL SVC	PPE 0123/15	2/2/2015	LEVY	200.00
10232000		97637	2/3/2015	Internal Revenue Service	PPE 0123/15	2/2/2015	Levy	198.96
10232000		97651	2/3/2015	United States Treasury	PPE 0123/15	2/2/2015	Levy	75.00
10232000		97812	2/17/2015	AZ DEPT OF REVENUE COLL SVC	PPE 0206/15	2/12/2015	LEVY	200.00
10232000		97827	2/17/2015	Internal Revenue Service	PPE 0206/15	2/12/2015	Levy	534.82
10232000		97838	2/17/2015	United States Treasury	PPE 02/16/15	2/12/2015	Levy	75.00
10232000		98001	2/27/2015	AZ DEPT OF REVENUE COLL SVC	PPE 0220/15	2/27/2015	LEVY	200.00
10232000		98009	2/27/2015	Internal Revenue Service	PPE 02/20/15	2/27/2015	Levy	485.16
10232000		98018	2/27/2015	United States Treasury	PPE 02/20/15	2/27/2015	Levy	75.00
10240000		97645	2/3/2015	Nationwide Retirement Solution	PPE 0123/15	2/2/2015	Nationwide - deferred comp	6,820.30
10240000		97831	2/17/2015	Nationwide Retirement Solution	PPE 0206/15	2/12/2015	Nationwide - deferred comp	6,064.14
10240000		98014	2/27/2015	Nationwide Retirement Solution	PPE 02/20/15	2/27/2015	Nationwide - deferred comp	7,169.94
10241000		97652	2/3/2015	UNITED WAY OF PINAL COUNTY	PPE 0123/15	2/2/2015	EMPLOYEES CONTRIBUTIONS	7.00
10241000		97839	2/17/2015	UNITED WAY OF PINAL COUNTY	PPE 02/16/15	2/12/2015	EMPLOYEES CONTRIBUTIONS	7.00
10241000		98019	2/27/2015	UNITED WAY OF PINAL COUNTY	PPE 02/20/15	2/27/2015	EMPLOYEES CONTRIBUTIONS	7.00
10243000		97832	2/17/2015	NEW YORK LIFE INSURANCE	6929080 2/15	2/4/2015	Monthly Life Insurance invoice	416.29
10250038		97781	2/9/2015	ARIZONA STATE TREASURER	Jan-15	2/9/2015	STATE FINES	681.63

General Fund Revenue

10339603	97722	2/5/2015	TEMPORARY VENDOR	REF SB CANCEL	1/22/2015	SOFTBALL tourney cancelled lack of team registrations	200.00
10339603	97746	2/5/2015	TEMPORARY VENDOR	SB TOURNEYREF	1/22/2015	SOFTBALL tourney cancelled lack of team registrations	200.00
10339604	97755	2/5/2015	TEMPORARY VENDOR	Refund	1/15/2015	Refund class conflicts w/parents schedule	87.50
10339604	97807	2/11/2015	TEMPORARY VENDOR	Refund	2/5/2015	Refund Adult Defense-not enough sign ups	25.00
10339604	97846	2/19/2015	TEMPORARY VENDOR	Refund	2/11/2015	Refund for father daughter dance	40.00
10339606	97771	2/5/2015	TEMPORARY VENDOR	Refund	1/22/2015	Members moved out of Town - refund partial	80.00
10339607	97673	2/5/2015	TEMPORARY VENDOR	Refund	1/26/2015	Refund class conflicts w/parents schedule	35.00
10339607	97973	2/25/2015	TEMPORARY VENDOR	Refund	2/24/2015	Participants removed upon parents request	99.75
10340576	97781	2/9/2015	ARIZONA STATE TREASURER	Jan-15	2/9/2015	D.V. Assessment	50.00
10348777	97630	2/3/2015	AZ PUBLIC SAFETY RETIREMENT	PPE 123/15FIRE	2/2/2015	Fire INSURANCE PREMIUM TAX	(1,033.62)
10348777	97813	2/17/2015	AZ PUBLIC SAFETY RETIREMENT	PPE 206/15FIRE	2/12/2015	Fire INSURANCE PREMIUM TAX	(1,033.62)
10348777	98002	2/27/2015	AZ PUBLIC SAFETY RETIREMENT	PPE 220/15FIRE	2/27/2015	Fire INSURANCE PREMIUM TAX	(1,033.62)

Town Council

10501201	97774	2/5/2015	Verizon Wireless	93737580768	12/21/2014	Cell phones	260.95
10501201	97774	2/5/2015	Verizon Wireless	9739286227	1/21/2015	Cell phones	261.01
10501217	97865	2/19/2015	JIM HEET PHOTOGRAPHY	40	2/2/2015	Portraits for Council	1,510.90
10501301	97875	2/19/2015	OFFICE DEPOT INC	751788060-001	1/28/2015	Hat Rack	96.48
10501301	921932	2/17/2015	CODY LINDEROTH L.	01312015 STMT	1/28/2015	Tape recorder and supplies	36.00
10501402	921932	2/17/2015	SAFEWAY INC.	01312015 STMT	1/5/2015	Water and supplies	14.64
10501402	921932	2/17/2015	Subway	01312015 STMT	1/5/2015	Food for Special Meeting held 1/5	53.26
10501404	97986	2/25/2015	CASA GRANDE NEWSPAPERS	N ELECTION ENG	2/12/2015	Public Notice in English	201.96
10501404	97986	2/25/2015	CASA GRANDE NEWSPAPERS	SPEC ELEC SPAN	2/12/2015	Public Notice in Spanish	201.96

Town Administration

10502201	97774	2/5/2015	Verizon Wireless	93737580768	12/21/2014	Cell phones	180.20
10502201	97774	2/5/2015	Verizon Wireless	9739286227	1/21/2015	Cell phones	180.38
10502217	97756	2/5/2015	SHRED-IT USA - PHOENIX	9404871046	1/29/2015	Shredding - Admin	22.66
10502217	97830	2/17/2015	MARIO E. DIAZ & ASSOCIATES	1	2/2/2015	January Contract Lobbying Services	2,500.00
10502301	921932	2/17/2015	OFFICEMAX INCORPORATED	01312015 STMT	1/20/2015	Reimbursement of desk returned to store	(97.01)
10502335	97736	2/5/2015	Newegg Business, Inc.	1200878657	1/12/2015	Town Manager Printer	204.98
10502402	97729	2/5/2015	LISA GARCIA	219-20/15	1/25/2015	Per Diem for GFOAZ Winter Conference	252.63
10502402	921932	2/17/2015	GORDON BIRSCH BREWERY	01312015 STMT	1/20/2015	Meeting with Chris Ko (Attorneys)	15.01

Municipal Court

10503201	97774	2/5/2015	Verizon Wireless	93737580768	12/21/2014	Cell phones	17.90
10503201	97774	2/5/2015	Verizon Wireless	9739286227	1/21/2015	Cell phones	17.93
10503314	97835	2/17/2015	PINAL CO SHERIFF'S OFFICE	14-Dec	2/5/2015	INMATE HOUSING	6,088.65
10503314	97835	2/17/2015	PINAL CO SHERIFF'S OFFICE	15-Jan	2/4/2015	INMATE HOUSING	4,882.62

Legal

10504217	97649	2/3/2015	RICHARD V. HUSK	Feb-15	2/3/2015	Professional Services	2,500.00
10504301	97875	2/19/2015	OFFICE DEPOT INC	751488351-001	1/23/2015	SUPPLIES	2.30
10504301	97875	2/19/2015	OFFICE DEPOT INC	751488434-001	1/23/2015	Digital Recorder	135.15
10504301	97875	2/19/2015	OFFICE DEPOT INC	752501945-001	2/5/2015	Credit digital recorder returned	(135.15)
10504401	97871	2/19/2015	LEXIS NEXIS	1501484097	1/31/2015	Legal research Jan 2015	181.00

Finance

10505201	97774	2/5/2015	Verizon Wireless	93737580768	12/21/2014	Cell phones	63.40
10505201	97774	2/5/2015	Verizon Wireless	9739286227	1/21/2015	Cell phones	63.46
10505203	97998	2/27/2015	Arizona Office of Technology	IN27626	1/28/2015	Quarterly usage & maintenance	619.49
10505204	97843	2/19/2015	Advanced Infosystems	120276	2/8/2015	Data processing of utility bills	985.04
10505217	97756	2/5/2015	SHRED-IT USA - PHOENIX	9404871046	1/29/2015	Shredding - Finance	22.67
10505301	921932	2/17/2015	LASER SPECIALISTS	01312015 STMT	1/31/2015	Purchase of Toner	122.04
10505301	921932	2/17/2015	OFFICE DEPOT INC	01312015 STMT	1/1/2015	Office Depot credit-received a Case of Binder clips in error	(17.39)
10505301	921932	2/17/2015	OFFICE DEPOT INC	01312015 STMT	1/1/2015	Purchase of Security Envelopes for Finance	32.98
10505301	921932	2/17/2015	OFFICE DEPOT INC	01312015 STMT	1/1/2015	File folders, binder clips, calendars, divider tabs	202.77
10505301	921932	2/17/2015	OFFICE DEPOT INC	01312015 STMT	1/7/2015	Office Depot credit - remainder of return for binder clips	(22.96)
10505301	921932	2/17/2015	OFFICE DEPOT INC	01312015 STMT	1/7/2015	Laminated Dividers	19.62
10505301	921932	2/17/2015	OFFICE DEPOT INC	01312015 STMT	1/7/2015	New Distributed Stamp for A/P	70.37
10505301	921932	2/17/2015	OFFICE DEPOT INC	01312015 STMT	1/7/2015	Purchase Security Window Envelopes for Finance	114.04
10505323	921932	2/17/2015	XPRESS BILL PAY	01312015 STMT	1/3/2015	Xpress BillPay - Caselle Monthly Support and Maintenance	1,496.00
10505402	921932	2/17/2015	GOVERNMENT FINANCE OFFICER	01312015 STMT	1/23/2015	Winter conference registration	165.00

Human Resources

10508201	97774	2/5/2015	Verizon Wireless	93737580768	12/21/2014	Cell phones	19.50
10508201	97774	2/5/2015	Verizon Wireless	9739286227	1/21/2015	Cell phones	19.53
10508205	97817	2/17/2015	CASA GRANDE NEWSPAPERS	I84814	1/8/2015	Classified Ad	23.70
10508217	97899	2/24/2015	Benefit Intelligence, Inc.	20	2/10/2015	Monthly Consult A Doc Services	652.50
10508217	97944	2/25/2015	Az Department of Public Safety	NGERPRINT 2/15	2/25/2015	Fingerprint Clearance	22.00
10508217	97959	2/25/2015	INFINISOURCE, INC.	600781	2/9/2015	Administrative Fee	282.15
10508301	97992	2/25/2015	OFFICE DEPOT INC	754935427-001	2/10/2015	Office Supplies	352.05
10508301	97992	2/25/2015	OFFICE DEPOT INC	754935517-001	2/10/2015	Office Supplies	73.18
10508314	97742	2/5/2015	PINAL CO. FEDERAL CREDIT UNION	2-10 1-5YR 3X5	2/5/2015	Visa Gift Card	265.00
10508401	97849	2/19/2015	C.A.H.R.M.A..	DUES 2015 SB	2/10/2015	Membership Fees-HR Director	185.00
10508401	97849	2/19/2015	C.A.H.R.M.A..	DUES 2015 VF	2/10/2015	Membership Fees-HR Coordinator	185.00

Community Development

10510201	97774	2/5/2015	Verizon Wireless	93737580768	12/21/2014	Cell phones	89.84
10510201	97774	2/5/2015	Verizon Wireless	9739286227	1/21/2015	Cell phones	67.68
10510301	97636	2/3/2015	GILBERT OLGIN	REIM 12315	1/29/2015	Reimbursement for drawer slides and door stopper	14.94
10510301	97806	2/11/2015	OFFICE DEPOT INC	752341093-001	1/27/2015	Office supplies	94.92
10510301	97806	2/11/2015	OFFICE DEPOT INC	752341720-001	1/27/2015	Office supplies	25.11
10510301	97992	2/25/2015	OFFICE DEPOT INC	755700502-001	2/14/2015	Office supplies	43.33

10510301	97992	2/25/2015	OFFICE DEPOT INC	755700702-001	2/16/2015	Office supplies	10.35	
10510301	921932	2/17/2015	AMAZON.COM	01312015	STMT	1/19/2015	USB transcription foot pedal	54.95
10510401	921932	2/17/2015	International Code Council Inc	01312015	STMT	1/24/2015	Certification renewal w/ Intl Code Council Inc	75.00
10510420	97833	2/17/2015	Paladin Data System Corporation	2198		1/28/2015	SmartGov	21,535.38

Police

10511201	97680	2/5/2015	CENTURYLINK	VARIOUS	2/15	1/16/2015	PD 911 line-9627	279.72
10511201	97774	2/5/2015	Verizon Wireless	93737580768		12/21/2014	Cell phones	388.99
10511201	97774	2/5/2015	Verizon Wireless	93737580768		12/21/2014	DATA CARDS	1,092.33
10511201	97774	2/5/2015	Verizon Wireless	9739286227		1/21/2015	Cell phones	428.86
10511201	97774	2/5/2015	Verizon Wireless	9739286227		1/21/2015	DATA CARDS	1,094.32
10511201	98005	2/27/2015	CENTURYLINK	2/15	VARIOUS	2/26/2015	PD-9627	279.72
10511215	97665	2/5/2015	ARIZONA PUBLIC SERVICE	15-Jan		1/8/2015	ELECTRIC	1,628.46
10511215	97848	2/19/2015	BIA	15-Feb		2/2/2015	104233-electric	149.42
10511215	97895	2/24/2015	ARIZONA PUBLIC SERVICE	15-Feb		2/3/2015	ELECTRIC	1,415.10
10511217	97756	2/5/2015	SHRED-IT USA - PHOENIX	9404871046		1/29/2015	Shredding - Police	22.67
10511222	97768	2/5/2015	THE WATER SHED	631894		1/26/2015	Ice for PD	8.12
10511301	97806	2/11/2015	OFFICE DEPOT INC	74811483-001		1/13/2015	Office Supplies-ink, cartridges, calendars	15.10
10511301	97806	2/11/2015	OFFICE DEPOT INC	748211484-001		1/13/2015	Office Supplies-ink, cartridges, calendars	45.31
10511301	97806	2/11/2015	OFFICE DEPOT INC	748511266-001		1/12/2015	Office Supplies-ink, cartridges, calendars	231.06
10511301	97806	2/11/2015	OFFICE DEPOT INC	748511482-001		1/10/2015	Office Supplies-ink, cartridges, calendars	19.48
10511401	97741	2/5/2015	PINAL CO LAW ENFORCEMENT ASSOC	JES-CHIEF	H2015	2/2/2015	MEMBERSHIP DUES FOR 2015	100.00
10511402	97765	2/5/2015	TERRY TRYON	REIM	12215	1/22/2015	Business Lunch Reimbursement	17.77
10511402	97821	2/17/2015	DANIEL HUGHES	REIM-12215		1/22/2015	Business lunch reimburse: PCSO Chief and Coolidge Chief	11.88
10512210	97675	2/5/2015	Canyon State Wireless	213191JN	2015	1/23/2015	(2) Plantronic HS base, (4) mute SW for radio consoles	980.56
10512211	97675	2/5/2015	Canyon State Wireless	2113212		1/23/2015	Repair/Maintenance	95.00
10512212	97979	2/25/2015	SOUTHWEST GAS CORPORATION	15-Feb		2/10/2015	Service to Police Evidence/Data Center 200 E 6th Street	162.26
10512215	97665	2/5/2015	ARIZONA PUBLIC SERVICE	15-Jan		1/8/2015	ELECTRIC	2,744.33
10512215	97895	2/24/2015	ARIZONA PUBLIC SERVICE	15-Feb		2/3/2015	ELECTRIC	2,629.22
10514302	97658	2/5/2015	AMBER, AUDILETT	REIM	11615	1/16/2015	Reimbursement for Op materials-paint	5.99
10514302	97766	2/5/2015	The Office Center Inc.	0104840-001		1/20/2015	Storage boxes/supplies	214.38
10514304	97764	2/5/2015	SYMBOLARTS, LLC	0226761-IN		1/13/2015	Name tag for Sgt. Campbell	21.95
10514307	97757	2/5/2015	SMALL ANIMAL CLINIC, P.C.	271632		1/8/2015	Exam/shots for K-9	167.92
10514309	97754	2/5/2015	SAN DIEGO POLICE EQUIP. CO.	615918		1/19/2015	Dept. Ammo Order	6,477.28
10514314	97678	2/5/2015	Casa Grande Counseling Service	720		1/8/2015	Psychological Exam	200.00
10514314	97749	2/5/2015	ROBIN HOLMES	2EXAMS		1/11/2015	(2) polygraph exams for new hires	340.00
10514323	97700	2/5/2015	FARO TECHNOLOGIES	90011466		1/29/2015	Crime Zone Software	696.40
10514403	97780	2/5/2015	WILLIAM TATLOCK	REIM	11115	2/2/2015	Reimbursement for Promotional Training/Cake	38.75
10514403	97829	2/17/2015	JLG TRAINING ASSOCIATES INC.	1396		1/28/2015	Seminar Registration: Middle Mgmt.-Don Campbell	299.00
10514403	97850	2/19/2015	CAMPBELL, DON J.	216-18/15		2/4/2015	Lunch Per Diem-Seminar Middle Mgmt.	33.00
10514403	97997	2/26/2015	ANDREW SALAZAR JR.	301-06/15		2/26/2015	Per Diem for training: 3/1-3/6/15	330.00

Fire

10515201	97774	2/5/2015	Verizon Wireless	93737580768	12/21/2014	Cell phones	636.80
10515201	97774	2/5/2015	Verizon Wireless	93737580768	12/21/2014	DATA CARDS	1,092.32
10515201	97774	2/5/2015	Verizon Wireless	9739286227	1/21/2015	Cell phones	637.50
10515201	97774	2/5/2015	Verizon Wireless	9739286227	1/21/2015	DATA CARDS	1,094.31
10515203	97887	2/19/2015	Toshiba Business Solutions,USA	11607792	2/2/2015	Maintenance Agreement Copier	18.15
10515215	97665	2/5/2015	ARIZONA PUBLIC SERVICE	15-Jan	1/8/2015	ELECTRIC	1,571.60
10515215	97848	2/19/2015	BIA	15-Feb	2/2/2015	104233-electric	149.42
10515215	97895	2/24/2015	ARIZONA PUBLIC SERVICE	15-Feb	2/3/2015	ELECTRIC	1,091.30
10515402	97638	2/3/2015	JEFFREY E. MOSER	REIM/ARSON	1/28/2015	Reimbursement of tuition for fire Arson II class	400.00
10515402	97646	2/3/2015	PATRICIA BUCHANAN	REIM115-126/15	1/15/2015	Reimburse lunches purchased for entirue training classes	274.63
10515402	97876	2/19/2015	PATRICIA BUCHANAN	REF 202-04ALS	2/2/2015	For training class - ALS training	309.83
10515402	97990	2/25/2015	HASSAYAMPA INN	RES# 140939	2/19/2015	Hotel stay for class in Prescott	334.00
10515403	97951	2/25/2015	CENTRAL AZ COLLEGE	TSTRBIL	1/26/2015	Wildland credits for students	12,960.00
10515408	97685	2/5/2015	CNA Surety Direct Bill	68835882.07	1/9/2015	Bond renewal for FF profit sharing plan	150.00
10516207	97888	2/19/2015	UNITED EXTERMINATING	174733	2/2/2015	Exterminating fees-station	25.00
10516210	97851	2/19/2015	Canyon State Wireless	1242226	2/4/2015	Radio repair	164.50
10516302	97881	2/19/2015	ROADRUNNER OXYGEN SVC	46295	2/9/2015	Cylinder refill	71.95
10516302	97890	2/19/2015	WALMART COMMUNITY # 0005 7118	2055	2/2/2015	Grill for Station 1	397.78
10516302	97996	2/25/2015	THE WATER SHED	445942	2/17/2015	Ice	24.68
10516304	97773	2/5/2015	UNITED FIRE EQUIPMENT CO.	603621	1/8/2015	UNIFORM ALLOWANCE USHER	205.07
10516304	97889	2/19/2015	UNITED FIRE EQUIPMENT CO.	603723	1/12/2015	Uniform allowance for Usher	30.16
10516304	97889	2/19/2015	UNITED FIRE EQUIPMENT CO.	604965	1/28/2015	Uniform allowance for Usher	102.90
10516304	97889	2/19/2015	UNITED FIRE EQUIPMENT CO.	604967	1/28/2015	Uniform allowance for Usher	19.45
10516304	97889	2/19/2015	UNITED FIRE EQUIPMENT CO.	604969	1/28/2015	Uniform allowance for Usher	9.59
10516311	921932	2/17/2015	AMAZON.COM	01312015 STMT	1/28/2015	Sifting shovel for Fire Department	90.26
10516312	921932	2/17/2015	Betterbee.com	01312015 STMT	1/28/2015	Bee Veils and Hats	145.14
10516315	97779	2/5/2015	WAXIE SANITARY SUPPLY	75051155	1/21/2015	Janitorial supplies	123.87
10516315	97779	2/5/2015	WAXIE SANITARY SUPPLY	75056624	1/23/2015	Janitorial supplies	61.07
10516315	97891	2/19/2015	WAXIE SANITARY SUPPLY	75070436	1/30/2015	Cleaning Supplies STATION #1	340.07
10516403	97845	2/19/2015	Arizona Academy of	1/13/2015	1/30/2015	BLS refresher for 4.5 members	675.00
10516403	97982	2/25/2015	TargetSolutions, Inc..	7738	1/16/2015	On line training program	2,168.50
10517201	97680	2/5/2015	CENTURYLINK	VARIOUS 2/15	1/16/2015	Backk Up line Hunt-9176	48.23
10517201	97680	2/5/2015	CENTURYLINK	VARIOUS 2/15	1/16/2015	Fire Hunt Hwy-7347	96.87
10517201	97857	2/19/2015	COX COMMUNICATIONS	1221288801 215	2/3/2015	Phone line & cable service station 2	103.90
10517212	97640	2/3/2015	Johnson Utilities	13808101 115	1/5/2015	Water for station #2	32.03
10517212	97640	2/3/2015	Johnson Utilities	13808201. 06	1/5/2015	Water station #2	268.56
10517212	97760	2/5/2015	SOUTHWEST GAS CORPORATION	FIRE/GAS215	1/20/2015	Fire-Natural Gas	147.08
10517212	97922	2/24/2015	Johnson Utilities	13808101 215	2/5/2015	Water at station #2 landscaping	32.51
10517212	97922	2/24/2015	Johnson Utilities	13808201 215	2/5/2015	Water at station #2	263.95
10517212	97979	2/25/2015	SOUTHWEST GAS CORPORATION	2/15 FIRE	2/19/2015	Fire-Natural Gas	183.49
10517215	97665	2/5/2015	ARIZONA PUBLIC SERVICE	15-Jan	1/8/2015	ELECTRIC	1,058.83
10517215	97895	2/24/2015	ARIZONA PUBLIC SERVICE	15-Feb	2/3/2015	ELECTRIC	998.71
10517301	97739	2/5/2015	OFFICE DEPOT INC	419696413-001	1/15/2015	Wireless presenter	28.65

10517304	97858	2/19/2015	CRAIG FELIZ	542252	1/11/2015	Shoe reimbursement	81.59
10517304	97889	2/19/2015	UNITED FIRE EQUIPMENT CO.	534190-BAL	9/26/2014	Uniform allowance for Powers	6.00
10517304	97889	2/19/2015	UNITED FIRE EQUIPMENT CO.	605144	1/29/2015	Uniform allowance for Scherm	18.92
10517312	921932	2/17/2015	Betterbee.com	01312015 STMT	1/28/2015	Bee Veils and Hats	145.14
10517315	97891	2/19/2015	WAXIE SANITARY SUPPLY	75070435	1/30/2015	Cleaning Supplies STATION #2	355.79
10517321	97964	2/25/2015	Life Assist	702334	2/12/2015	N-95 fit tester	224.09
10517403	97845	2/19/2015	Arizona Academy of	1/13/2015	1/30/2015	BLS refresher for 4.5 members	675.00
10517403	97982	2/25/2015	TargetSolutions, Inc..	7738	1/16/2015	On line training program	2,168.50

Information Technology

10519201	97774	2/5/2015	Verizon Wireless	93737580768	12/21/2014	Cell phones	789.77
10519201	97774	2/5/2015	Verizon Wireless	9739286227	1/21/2015	Cell phones	737.82
10519207	921932	2/17/2015	RACKSPACE CLOUD	01312015 STMT	1/31/2015	Rackspace Cloud - Monthly Web Hosting	54.46
10519208	97989	2/25/2015	FLORENCE TRUE VALUE HARDWARE	213768	10/28/2014	Supplies - INV#213768	2.77
10519208	97989	2/25/2015	FLORENCE TRUE VALUE HARDWARE	214289	11/24/2014	Supplies - INV#214289	25.70
10519208	97989	2/25/2015	FLORENCE TRUE VALUE HARDWARE	214543	12/8/2014	Supplies - INV#214543	12.36
10519208	97989	2/25/2015	FLORENCE TRUE VALUE HARDWARE	215386	1/26/2015	Supplies - INV#215386	15.47
10519211	97957	2/25/2015	HERBERT F. FITZPATRICK	3651	12/9/2014	Town Hall - Administration - CAT5 Drop fix	91.90
10519211	97967	2/25/2015	Newegg Business, Inc.	1200921554	2/4/2015	Replacement and Spare Monitors	519.96
10519211	97968	2/25/2015	Onstream Media Corporation	23985	8/19/2014	Monthly onstream account	116.82
10519211	97978	2/25/2015	ServerSupply	2552416	2/2/2015	Hard Drives for Town NVR	2,100.00
10519211	921932	2/17/2015	AMAZON.COM	01312015 STMT	1/23/2015	Amazon Mktplace Payments - Ink - GIS Plotter	378.99
10519211	921932	2/17/2015	NETWORK SOLUTIONS, LLC	01312015 STMT	1/14/2015	Web - Renewal - visitflorenciaz.com	63.98
10519211	921932	2/17/2015	WWW.1AND1.COM	01312015 STMT	1/8/2015	Purchase www.1and1.Com - Monthly Internet	69.99
10519302	97967	2/25/2015	Newegg Business, Inc.	1200810257	12/3/2014	Courts - Replacement KVM Switch	40.99
10519302	97967	2/25/2015	Newegg Business, Inc.	1200878633	1/12/2015	Memory RAM for ESO Server	217.90
10519302	97983	2/25/2015	WALMART COMMUNITY # 0005 7118	769	1/16/2015	Supplies	249.33
10519302	97983	2/25/2015	WALMART COMMUNITY # 0005 7118	9789	1/5/2015	Hot Spare - HP MFC Fax	119.57
10519302	97989	2/25/2015	FLORENCE TRUE VALUE HARDWARE	214959	1/2/2015	Supplies	10.32
10519302	97989	2/25/2015	FLORENCE TRUE VALUE HARDWARE	215362	1/23/2015	Supplies	35.08
10519302	921932	2/17/2015	AMAZON.COM	01312015 STMT	1/23/2015	Amazon Mktplace Payment - Desk edge bumper	23.51
10519302	921932	2/17/2015	AMAZON.COM	01312015 STMT	1/30/2015	Amazon Mktplace Pmts - Security Bit Set - Staff Tools	12.99
10519302	921932	2/17/2015	WALMART COMMUNITY # 0005 7118	01312015 STMT	1/9/2015	Walmart.Com - Microwave - New Building	199.54
10519302	921932	2/17/2015	WALMART COMMUNITY # 0005 7118	01312015 STMT	1/21/2015	Walmart Supercenter #2778 - Supplies	57.91
10519323	97977	2/25/2015	SENTINEL	P597116	1/6/2015	Citrix Annual Software Renewal - Upgrade	15,476.68
10519323	921932	2/17/2015	www.Logmein	01312015 STMT	1/27/2015	Annual Cubby File Share www.Logmein.Com	449.00

Parks and Recreation

10520208	97793	2/11/2015	Above & Beyond Fitness Repair	5647	1/20/2015	Service Call	85.00
10520302	97908	2/24/2015	DENISE GORDEN	15-Feb	2/18/2015	Zumba instructor	100.00
10520302	97908	2/24/2015	DENISE GORDEN	15-Jan	2/18/2015	Zumba instructor	100.00
10520302	97940	2/24/2015	WALMART COMMUNITY # 0005 7118	TR05283	2/6/2015	Fitness Center Supplies	128.79
10521201	97774	2/5/2015	Verizon Wireless	93737580768	12/21/2014	Cell phones	144.04

10521201	97774	2/5/2015	Verizon Wireless	9739286227	1/21/2015	Cell phones	143.96
10521212	97979	2/25/2015	SOUTHWEST GAS CORPORATION	15-Feb	2/10/2015	Parks & Recreation- NATURAL GAS	94.47
10521215	97665	2/5/2015	ARIZONA PUBLIC SERVICE	15-Jan	1/8/2015	ELECTRIC	443.68
10521215	97895	2/24/2015	ARIZONA PUBLIC SERVICE	15-Feb	2/3/2015	ELECTRIC	307.25
10521301	97885	2/19/2015	THE WATER SHED	3330	1/26/2015	Drinking Water and Ice for Recreation/Fitness Center	13.16
10521301	97931	2/24/2015	OFFICE DEPOT INC	748380216-001	1/9/2015	Three cases of copy white paper-748380216001	118.85
10521301	97931	2/24/2015	OFFICE DEPOT INC	749415306-001	1/14/2015	Erasable wall calendar	18.43
10521301	97931	2/24/2015	OFFICE DEPOT INC	749415384-001	1/13/2015	Erasable wall calendar	11.01
10521301	97931	2/24/2015	OFFICE DEPOT INC	749545314-001	1/13/2015	Planner	(34.26)
10521401	97631	2/3/2015	CASA GRANDE NEWSPAPERS	183134	9/30/2014	12 month subscription renewal	29.00
10521401	97985	2/25/2015	ARIZONA PARKS AND	4559	2/9/2015	APRA Annual Awards Nomination Fee - Padilla Park	20.00
10521402	97985	2/25/2015	ARIZONA PARKS AND	558	2/9/2015	Stand the Heat Workshop - Bryan Hughes	129.00
10521444	97949	2/25/2015	Brooke Calamari	227-30115	2/24/2015	Per Diem for Fury Comp @ Disneyland, CA	162.00
10521444	97962	2/25/2015	KRYSTA MARISCAL	227-301/15	2/24/2015	Per Diem for Fury Comp. @ Disneyland, CA	162.00
10522201	97774	2/5/2015	Verizon Wireless	93737580768	12/21/2014	Cell phones	75.01
10522201	97774	2/5/2015	Verizon Wireless	9739286227	1/21/2015	Cell phones	72.36
10522215	97665	2/5/2015	ARIZONA PUBLIC SERVICE	15-Jan	1/8/2015	ELECTRIC	2,338.44
10522215	97895	2/24/2015	ARIZONA PUBLIC SERVICE	15-Feb	2/3/2015	ELECTRIC	1,231.55
10522302	97634	2/3/2015	FLORENCE TRUE VALUE HARDWARE	215274	1/20/2015	Park Maintenance Operating Supplies	9.73
10522302	97634	2/3/2015	FLORENCE TRUE VALUE HARDWARE	215308	1/21/2015	Park Maintenance Operating Supplies	78.24
10522302	97634	2/3/2015	FLORENCE TRUE VALUE HARDWARE	215345	1/22/2015	Park Maintenance Operating Supplies	2.05
10522302	97810	2/11/2015	WALMART COMMUNITY # 0005 7118	TR09103	2/3/2015	Park Maintenance supplies	157.66
10522302	97862	2/19/2015	FLORENCE TRUE VALUE HARDWARE	215447	1/28/2015	Park Maintenance Operating Supplies	11.72
10522302	97862	2/19/2015	FLORENCE TRUE VALUE HARDWARE	215563	2/4/2015	Park Maintenance Operating Supplies	15.60
10522302	97862	2/19/2015	FLORENCE TRUE VALUE HARDWARE	215564	2/4/2015	Park Maintenance Operating Supplies	5.14
10522302	97915	2/24/2015	FLORENCE TRUE VALUE HARDWARE	215707	2/11/2015	Park Maintenance Operating Supplies	162.92
10522302	97989	2/25/2015	FLORENCE TRUE VALUE HARDWARE	215761	2/13/2015	Park Maintenance Operating Supplies	11.08
10522302	97996	2/25/2015	THE WATER SHED	445924	2/13/2015	Drinking Water and Ice for parks maintenance	19.75
10522317	97627	2/3/2015	ARIZONA STATE PRISON-FLORENCE	012215F-116A	1/23/2015	INMATE LABOR McFarland/Police station/ Town Hall	49.25
10522317	97627	2/3/2015	ARIZONA STATE PRISON-FLORENCE	10815F-116A	1/16/2015	INMATE LABOR McFarland/Police station/ Town Hall	22.50
10522317	97795	2/11/2015	ANOVA Furnsihings, Inc.	559258	1/22/2015	Pet waste station and mutt mitts	815.25
10522317	97797	2/11/2015	ARIZONA STATE PRISON-FLORENCE	100214F-116A	10/7/2014	INMATE LABOR McFarland/Police station/ Town Hall	30.00
10522317	97896	2/24/2015	ARIZONA STATE PRISON-FLORENCE	0020515F-115A	2/11/2015	INMATE LABOR McFarland/Police station/ Town Hall	38.50
10522317	97943	2/25/2015	ARIZONA STATE PRISON-FLORENCE	01915F-117A	2/20/2015	INMATE LABOR McFarland/Police station/ Town Hall	33.75
10524201	97774	2/5/2015	Verizon Wireless	93737580768	12/21/2014	Cell phones	17.90
10524201	97774	2/5/2015	Verizon Wireless	9739286227	1/21/2015	Cell phones	17.93
10524310	97663	2/5/2015	AQUATIC ENVIRONMENTAL	IN35821	1/16/2015	Pool Chemicals	1,011.82
10525201	97774	2/5/2015	Verizon Wireless	93737580768	12/21/2014	Cell phones	152.51
10525201	97774	2/5/2015	Verizon Wireless	9739286227	1/21/2015	Cell phones	152.72
10525224	97661	2/5/2015	ANTHONY DeSHAUN JONES	DANCE 12315	1/30/2015	Disc Jockey for Mother/Son Dance	100.00
10525224	97684	2/5/2015	CLARA NESS	5GMS123-63015	2/3/2015	Living Legends Softball Tourney Umpire	100.00
10525224	97686	2/5/2015	DANIEL PETERSON	6GMS@20	2/3/2015	Living Legends Softball Tourney Umpire	120.00
10525224	97782	2/9/2015	GARY EVERS	CON 5@20	2/3/2015	Living Legends Softball Tourney Umpire	100.00

10525224	97796	2/11/2015	ANTHONY DeSHAUN JONES	EVENT 2/15	2/10/2015	Disc Jockey for Father/Daughter Dance	100.00
10525224	97926	2/24/2015	Michael Angel Berlanga	FEB 1 2015	2/18/2015	Karate I for Kids	125.00
10525224	97926	2/24/2015	Michael Angel Berlanga	II FEB 15	2/18/2015	Karate II for Kids	125.00
10525224	97926	2/24/2015	Michael Angel Berlanga	II JAN 2015	2/18/2015	Karate II for Kids	125.00
10525224	97926	2/24/2015	Michael Angel Berlanga	Jan-15	1/18/2015	Karate for Kids 1	125.00
10525302	97642	2/3/2015	MARTY'S TROPHIES & AWARDS	30883	1/20/2015	Senior softball tourney plaques	54.98
10525302	97650	2/3/2015	SURF & SKI ENTERPRISES	145749	1/20/2015	Senior softball shirts	292.86
10525302	97626	2/3/2015	A & M PIZZA	53113	1/23/2015	Food for Mother/Son dance	184.83
10525302	97777	2/5/2015	WALMART COMMUNITY # 0005 7118	TR01229	1/23/2015	Sports supplies	62.59
10525302	97804	2/11/2015	L & B CANTINA	2132015	2/13/2015	Dinner for Father/Daughter Dance	254.07
10525302	97808	2/11/2015	Sport Supply Group, Inc.	96686459	2/4/2015	Sports supplies	871.11
10525302	97810	2/11/2015	WALMART COMMUNITY # 0005 7118	TR05389	2/4/2015	Sports supplies	12.69
10525302	97840	2/17/2015	WALMART COMMUNITY # 0005 7118	TR03307	2/9/2015	Father/Daughter Supplies & Prizes	102.80
10525302	97931	2/24/2015	OFFICE DEPOT INC	748377908-001	1/9/2015	BB&AB supplies	18.44
10525302	97931	2/24/2015	OFFICE DEPOT INC	748791164-001	1/12/2015	Pencils and eraser caps for BB&AB programs	10.30
10525302	97939	2/24/2015	THE WATER SHED	631846	2/9/2015	Drinking Water for after school program	13.16
10525302	97981	2/25/2015	SURF & SKI ENTERPRISES	145810	2/3/2015	Remaining kickball t's	268.92
10525330	97655	2/5/2015	Active Network, LLC	4100101640	1/31/2014	Annual Transaction Minimums 10/01/2014-12/31/2014	128.58
10525403	97985	2/25/2015	ARIZONA PARKS AND	4554	2/9/2015	Best of the Best Programming - LKinney, MPadilla, AFeliz	10.00
10525403	97985	2/25/2015	ARIZONA PARKS AND	4555	2/9/2015	Best of the Best Programming - LKinney, MPadilla, AFeliz	10.00
10525403	97985	2/25/2015	ARIZONA PARKS AND	4556	2/9/2015	Best of the Best Programming - LKinney, MPadilla, AFeliz	10.00
10526201	97774	2/5/2015	Verizon Wireless	93737580768	12/21/2014	Cell phones	53.40
10526201	97774	2/5/2015	Verizon Wireless	9739286227	1/21/2015	Cell phones	53.46
10526217	97723	2/5/2015	KEN HUMPHERYS	21415	2/14/2015	Home Tour Wagon Rides	600.00
10526217	97767	2/5/2015	THE RHYTHM EDITION BAND	CONTRACT2015	1/27/2015	Concert in the Park 2/26/15	800.00
10526217	97961	2/25/2015	JOHN BADIALO	BAND 305/15	2/13/2015	Concert in the Park 3/5/15	800.00
10526302	97635	2/3/2015	Gifts Galore Store	19105	1/20/2015	Eggs for Easter Eggstravaganza	1,800.00
10526302	97642	2/3/2015	MARTY'S TROPHIES & AWARDS	30805	1/7/2015	Additional Christmas on Main plaques	54.98
10526302	97735	2/5/2015	ERASMO MENDIVIL JR.	REIM 20215	2/2/2015	Reimburse surge protector replacement	36.15
10526302	97761	2/5/2015	Sport Supply Group, Inc.	96668995	1/28/2015	Signs for Home Tour	452.90
10526302	97840	2/17/2015	WALMART COMMUNITY # 0005 7118	TR03308	2/9/2015	Bottled Water for Home Tour	13.92
10526302	97929	2/24/2015	N & D designs	4776	2/6/2015	Home Tour Signs	521.76
10526302	97989	2/25/2015	FLORENCE TRUE VALUE HARDWARE	215754	2/13/2015	Open PO for Special Event supplies	2.99
10526302	97989	2/25/2015	FLORENCE TRUE VALUE HARDWARE	215777	2/14/2015	Open PO for Special Event supplies	19.03
10526302	97992	2/25/2015	OFFICE DEPOT INC	753764548-001	2/10/2015	Stamps for Home Tour	17.11
10526302	97992	2/25/2015	OFFICE DEPOT INC	755292888-001	2/12/2015	Cash Boxes, badges, and markers for Home Tour	89.70
10526302	97993	2/25/2015	SAFEWAY INC.	696-0212152835	2/12/2015	Supplies for Home Tour meeting	27.50
10526407	97841	2/19/2015	1013Communications, LLC	1026809	1/31/2015	Home Tour Advertisement	478.00
10526407	97841	2/19/2015	1013Communications, LLC	1026838	1/31/2015	Home Tour Advertisement- East Valley Tribune	392.00
10526407	97920	2/24/2015	JASON REYNOLDS	21015-TOUR	2/19/2015	CUSTOMER ADS FOR HOME TOUR	400.00
10526407	97920	2/24/2015	JASON REYNOLDS	TOUR 21015	2/19/2015	HOME TOUR 2015 BROCHURE AND TICKET DESIGN	600.00
10526407	97986	2/25/2015	CASA GRANDE NEWSPAPERS	90457102	12/4/2014	Christmas on Main 12/4/14 Ad	153.00

Senior Center

10528201	97774	2/5/2015	Verizon Wireless	93737580768	12/21/2014	Cell phones	35.80
10528201	97774	2/5/2015	Verizon Wireless	9739286227	1/21/2015	Cell phones	35.86
10528211	97647	2/3/2015	PETTY CASH - SENIOR CENTER	113-129/15	1/30/2015	Petty Cash-Misc. Items	8.00
10528212	97979	2/25/2015	SOUTHWEST GAS CORPORATION	15-Feb	2/10/2015	Senior Center NATURAL GAS	135.40
10528215	97665	2/5/2015	ARIZONA PUBLIC SERVICE	15-Jan	1/8/2015	ELECTRIC	1,114.84
10528215	97895	2/24/2015	ARIZONA PUBLIC SERVICE	15-Feb	2/3/2015	ELECTRIC	765.98
10528217	97683	2/5/2015	CITY OF CASA GRANDE	1	1/20/2015	Tickets for Senior Follies	70.00
10528217	97963	2/25/2015	LAURA CARTER	RENNIASS/REF	2/23/2015	Reimbursement for Renaissance tickets	220.00
10528217	97969	2/25/2015	PINAL NUTRITION PROGRAM	15-Jan	1/31/2015	Meals for January	1,279.18
10528217	97976	2/25/2015	SANTA CRUZ VALLEY HIGH	03/0515 FEST	2/23/2015	Entertainment for the Mariachi Festival	200.00
10528217	921932	2/17/2015	SALT RIVER FIELDS	01312015 STMT	1/15/2015	DBack Spring Tickets @ Salriverfields.	270.00
10528301	97739	2/5/2015	OFFICE DEPOT INC	748407617-001	1/9/2015	Office supplies	86.17
10528301	97992	2/25/2015	OFFICE DEPOT INC	752752014-001	1/29/2015	Office supplies	217.23
10528302	97647	2/3/2015	PETTY CASH - SENIOR CENTER	113-129/15	1/30/2015	Petty Cash-Misc. Items	94.25
10528302	97758	2/5/2015	SMART & FINAL STORES CORP	12715SRCTR	1/27/2015	Supplies for meals	233.53
10528302	97777	2/5/2015	WALMART COMMUNITY # 0005 7118	9499	12/23/2014	Miscellaneous supplies	199.37
10528302	97932	2/24/2015	POSITIVE PROMOTIONS	5160905	1/30/2015	Thank you gifts for senior volunteer	317.58
10528302	97938	2/24/2015	SAFEWAY INC.	'91-012215-2835	1/22/2015	Supplies	14.09
10528302	97938	2/24/2015	SAFEWAY INC.	189-021115-2835	2/11/2015	Supplies	21.97
10528302	97938	2/24/2015	SAFEWAY INC.	192-021115-2835	2/11/2015	Supplies	35.69
10528302	97939	2/24/2015	THE WATER SHED	631847	2/9/2015	Water & Ice	11.52
10528302	97939	2/24/2015	THE WATER SHED	631870	1/20/2015	Water & Ice	11.52
10528302	97939	2/24/2015	THE WATER SHED	631893	2/2/2015	Water & Ice	13.99
10528302	97940	2/24/2015	WALMART COMMUNITY # 0005 7118	4583	2/2/2015	Senior Center Supplies	109.99
10528302	97940	2/24/2015	WALMART COMMUNITY # 0005 7118	5808	1/27/2015	Senior Center Supplies	405.18
10528311	97701	2/5/2015	FLORENCE TRUE VALUE HARDWARE	215480	1/30/2015	Miscellaneous supplies	20.73
10528315	97777	2/5/2015	WALMART COMMUNITY # 0005 7118	9499	12/23/2014	Miscellaneous supplies	25.04
10528444	97777	2/5/2015	WALMART COMMUNITY # 0005 7118	9499	12/23/2014	Supplies for Senior Center	60.14
10528444	97834	2/17/2015	PETTY CASH - SENIOR CENTER	1-3RD PRIZES	2/11/2015	Prizes for the Talent Show	150.00
10528444	97869	2/19/2015	L & B CANTINA	SRMEAL-22015	2/17/2015	Meals for seniors from donation account	200.00

Library

10529201	97774	2/5/2015	Verizon Wireless	93737580768	12/21/2014	Cell phones	53.40
10529201	97774	2/5/2015	Verizon Wireless	9739286227	1/21/2015	Cell phones	53.46
10529201	98005	2/27/2015	CENTURYLINK	2/15VARIOUS	2/26/2015	Library-0788	34.59
10529202	97837	2/17/2015	U. S. Post Master	LIBRARY 2/15	2/9/2015	Postage	454.00
10529203	97744	2/5/2015	RAY'S PRINTING	141197	1/16/2015	Printing-Bookmark Contest	216.71
10529207	97888	2/19/2015	UNITED EXTERMINATING	172464	2/9/2015	Monthly Pest Control	25.00
10529302	97885	2/19/2015	THE WATER SHED	631898	2/4/2015	Drinking Water	13.16
10529302	97996	2/25/2015	THE WATER SHED	445936	2/17/2015	Drinking Water	13.16
10529308	97669	2/5/2015	BAKER & TAYLOR BOOKS	4011111355	1/14/2015	Youth	11.14
10529308	97669	2/5/2015	BAKER & TAYLOR BOOKS	4011111356	1/14/2015	Non-Fiction	20.31
10529308	97669	2/5/2015	BAKER & TAYLOR BOOKS	4011111357	1/14/2015	Fiction	48.27

10529308	97669	2/5/2015	BAKER & TAYLOR BOOKS	4011111358	1/14/2015	Books (Youth)	62.23
10529308	97669	2/5/2015	BAKER & TAYLOR BOOKS	4011111359	1/14/2015	Books (Fiction)	150.70
10529308	97669	2/5/2015	BAKER & TAYLOR BOOKS	T15199180	1/15/2015	DVD'S	58.75
10529308	97799	2/11/2015	BAKER & TAYLOR BOOKS	4011118363	1/21/2015	Youth	7.66
10529308	97799	2/11/2015	BAKER & TAYLOR BOOKS	4011118364	1/21/2015	Fiction	132.59
10529308	97799	2/11/2015	BAKER & TAYLOR BOOKS	4011118365	1/21/2015	Books (Non-Fic)	16.45
10529308	97799	2/11/2015	BAKER & TAYLOR BOOKS	4011118366	1/21/2015	Books (Youth)	87.26
10529308	97799	2/11/2015	BAKER & TAYLOR BOOKS	4011118367	1/21/2015	Audio Books	32.94
10529308	97799	2/11/2015	BAKER & TAYLOR BOOKS	4011118368	1/21/2015	Books (Fiction)	92.00
10529308	97799	2/11/2015	BAKER & TAYLOR BOOKS	T15532620	1/20/2015	DVD'S	68.17
10529308	97946	2/25/2015	BAKER & TAYLOR BOOKS	4011128472	1/30/2015	Youth	10.95
10529308	97946	2/25/2015	BAKER & TAYLOR BOOKS	4011128474	1/30/2015	Books (Fiction)	61.41
10529308	97946	2/25/2015	BAKER & TAYLOR BOOKS	4011128475	1/30/2015	Books (Non-Fic)	295.17
10529308	97946	2/25/2015	BAKER & TAYLOR BOOKS	4011128476	1/30/2015	Books (Youth)	359.33
10529308	97946	2/25/2015	BAKER & TAYLOR BOOKS	4011133170	2/5/2015	Fiction	30.39
10529308	97946	2/25/2015	BAKER & TAYLOR BOOKS	4011133171	2/5/2015	Books (Fiction)	34.11
10529308	97946	2/25/2015	BAKER & TAYLOR BOOKS	4011133172	2/5/2015	Books (Non-Fic)	32.33
10529308	97946	2/25/2015	BAKER & TAYLOR BOOKS	4011133173	2/5/2015	Books (Youth)	85.74
10529308	97946	2/25/2015	BAKER & TAYLOR BOOKS	4011133174	2/5/2015	Books (Fiction)	338.76
10529308	97946	2/25/2015	BAKER & TAYLOR BOOKS	4011133175	2/5/2015	Audio Books	112.64
10529308	97946	2/25/2015	BAKER & TAYLOR BOOKS	401128473	1/30/2015	Books (Youth)	62.32
10529308	97946	2/25/2015	BAKER & TAYLOR BOOKS	T15832890	1/27/2015	DVD'S	22.46
10529308	97946	2/25/2015	BAKER & TAYLOR BOOKS	T15939270	1/30/2015	DVD'S	216.03
10529308	97946	2/25/2015	BAKER & TAYLOR BOOKS	T16123650	2/4/2015	DVD'S	50.23
10529308	98003	2/27/2015	BAKER & TAYLOR BOOKS	T16419410	2/10/2015	DVD'S	70.00
10529405	97706	2/5/2015	GLORIA MORENO	Jan-15	2/2/2015	Daily Mail Run/Town Hall	21.16

General Government

10530201	97774	2/5/2015	Verizon Wireless	93737580768	12/21/2014	Cell phones	54.09
10530201	97774	2/5/2015	Verizon Wireless	9739286227	1/21/2015	Cell phones	54.15
10530217	97950	2/25/2015	CASA GRANDE COURIER, INC.	928	12/23/2014	Courier fees / Wildan	48.00
10530301	97875	2/19/2015	OFFICE DEPOT INC	747582032-001	12/30/2014	Restock supplies- ink, pens, clips, creamer	50.75
10530301	97875	2/19/2015	OFFICE DEPOT INC	747582245-001	12/30/2014	Restock supplies- ink, pens, clips, creamer	76.55
10530304	97847	2/19/2015	BC GRAPHICS	98287	2/9/2015	Uniform TOF shirts for Assoc. Eng., Op. Tech., Fac. Mgr.	393.48
10530304	97898	2/24/2015	BC GRAPHICS	9311	2/10/2015	Uniform shirts for Office Supervisor and Office Assistant	24.44
10532201	97680	2/5/2015	CENTURYLINK	VARIOUS 2/15	1/16/2015	Fire Alarm System-0236	46.62
10532201	97680	2/5/2015	CENTURYLINK	VARIOUS 2/15	1/16/2015	IT Alarm-5829	49.65
10532201	97680	2/5/2015	CENTURYLINK	VARIOUS 2/15	1/16/2015	TN Main Line-7500	81.90
10532201	97952	2/25/2015	CENTURYLINK	0118/0238 215	2/1/2015	PD 911-0238	78.71
10532201	97952	2/25/2015	CENTURYLINK	0118/0238 215	2/1/2015	Trunkline-0118	681.34
10532201	97958	2/25/2015	inContact, Inc.	124822593	2/10/2015	Telephone	430.01
10532201	98005	2/27/2015	CENTURYLINK	2/15VARIOUS	2/26/2015	TN Main Line-7500	81.90
10532211	97814	2/17/2015	BULLSEYE PAINTING COMPANY LLC	13920	2/9/2015	Silver King exterior painting	5,615.00

10532212	97665	2/5/2015	ARIZONA PUBLIC SERVICE	15-Jan	1/8/2015	ELECTRIC	77.68
10532212	97979	2/25/2015	SOUTHWEST GAS CORPORATION	15-Feb	2/10/2015	GAS	47.74
10532214	97665	2/5/2015	ARIZONA PUBLIC SERVICE	15-Jan	1/8/2015	ELECTRIC	760.06
10532214	97680	2/5/2015	CENTURYLINK	VARIOUS 2/15	1/16/2015	SK Alarm-0705	139.86
10532214	97895	2/24/2015	ARIZONA PUBLIC SERVICE	15-Feb	2/3/2015	ELECTRIC	803.52
10532214	98005	2/27/2015	CENTURYLINK	2/15VARIOUS	2/26/2015	SK Alarm-0705	139.86
10532215	97665	2/5/2015	ARIZONA PUBLIC SERVICE	15-Jan	1/8/2015	ELECTRIC	3,195.15
10532215	97895	2/24/2015	ARIZONA PUBLIC SERVICE	15-Feb	2/3/2015	ELECTRIC	3,629.65
10532314	97768	2/5/2015	THE WATER SHED	3535	1/22/2015	Water & Ice	19.75
10532314	97768	2/5/2015	THE WATER SHED	630953	1/5/2015	Water & Ice	15.91
10532314	97768	2/5/2015	THE WATER SHED	630983	1/12/2015	Water & Ice	31.81
10532314	97768	2/5/2015	THE WATER SHED	631828	2/2/2015	Water & Ice	26.60
10532314	97768	2/5/2015	THE WATER SHED	631869	1/20/2015	Water & Ice	29.07
10532314	97768	2/5/2015	THE WATER SHED	631895	1/26/2015	Water & Ice	15.91
10532314	97996	2/25/2015	THE WATER SHED	445943	2/17/2015	Water & Ice	22.49
10532314	97996	2/25/2015	THE WATER SHED	631848	2/9/2015	Water & Ice	29.07
10532314	97996	2/25/2015	THE WATER SHED	667063	2/23/2015	Water & Ice	22.49
10532316	97930	2/24/2015	New-Tech Electric & Communication LLC	152	1/26/2015	Installation of eight ballasts @ Town Hall	1,204.89
10532335	97739	2/5/2015	OFFICE DEPOT INC	749574302-001	1/14/2015	Chair mats	224.92
10532335	97739	2/5/2015	OFFICE DEPOT INC	749574303-001	1/14/2015	Bookcases	307.39
10532335	97739	2/5/2015	OFFICE DEPOT INC	749575090-001	1/19/2015	Straight desk	150.53
10532335	97739	2/5/2015	OFFICE DEPOT INC	749575892-001	1/19/2015	(2) L-shaped desks	516.76
10532335	97739	2/5/2015	OFFICE DEPOT INC	749699966-001	1/14/2015	Panel	292.40
10532335	97739	2/5/2015	OFFICE DEPOT INC	7503395718-001	1/16/2015	Partition/panel	292.40
10532335	97739	2/5/2015	OFFICE DEPOT INC	750732413-001	1/20/2015	Feet for Partition	45.46
10532335	97875	2/19/2015	OFFICE DEPOT INC	746827291-001	1/12/2015	Partition and feet	337.86
10532335	97875	2/19/2015	OFFICE DEPOT INC	749699965-001	2/2/2015	Reimbursement for partition	(292.40)
10532335	97917	2/24/2015	Goodman's Interior Furniture	85453	2/12/2015	Office Hutch for Administration	2,004.20
10532335	97992	2/25/2015	OFFICE DEPOT INC	750399964-001	1/16/2015	Break Room Table and Chairs (4)	368.21
10532710	97691	2/5/2015	DICKINSON WRIGHT PLLC	974211	1/15/2015	Annexation litigation Dec 2014	3,177.32

Cemetery

10533317	97627	2/3/2015	ARIZONA STATE PRISON-FLORENCE	010815F-116B	1/16/2015	INMATE LABOR / CEMETERY	39.50
10533317	97627	2/3/2015	ARIZONA STATE PRISON-FLORENCE	012215F-116B	1/23/2015	INMATE LABOR / CEMETERY	16.50
10533317	97634	2/3/2015	FLORENCE TRUE VALUE HARDWARE	215334	1/22/2015	Pac pipe and couplings for water line repair at Cemetery	1.00

Economic Development

10551201	97680	2/5/2015	CENTURYLINK	VARIOUS 2/15	1/16/2015	McFarland-8030	46.62
10551201	97774	2/5/2015	Verizon Wireless	93737580768	12/21/2014	Cell phones	54.09
10551201	97774	2/5/2015	Verizon Wireless	9739286227	1/21/2015	Cell phones	54.15
10551201	98005	2/27/2015	CENTURYLINK	2/15VARIOUS	2/26/2015	McFarland-8030	46.62
10551215	97665	2/5/2015	ARIZONA PUBLIC SERVICE	15-Jan	1/8/2015	ELECTRIC	465.85
10551217	97633	2/3/2015	FLORENCE CHAMBER OF COMMERCE	1329	1/26/2015	2014 4th quarterly Town of Florence contract	16,250.00

Capital Projects Fund

11277000	97784	2/9/2015	AME Electrical Contracting, Inc.	1455013115	1/19/2015	Less: Retainage	(1,203.25)
11277000	97873	2/19/2015	LOW MOUNTAIN CONSTRUCTION	CONT-5	1/31/2015	Less: Retainage	(69,243.60)
11501508	97731	2/5/2015	LUMEN LEGAL	144243	1/25/2015	Legal services for Curis	10,959.00
11501508	97874	2/19/2015	LUMEN LEGAL	144448	2/8/2015	Legal services : Curis 1/26/15-2/8/15	12,480.00
11514507	97709	2/5/2015	HERBERT F. FITZPATRICK	3654	12/9/2014	2 Data Drops	150.00
11514507	97766	2/5/2015	The Office Center Inc.	0104581-001	1/20/2015	Furniture for Sgt. Office	1,299.00
11516506	97671	2/5/2015	Better Direct	22302	1/23/2015	Panasonic CF31 Toughbooks	22,473.73
11516506	97705	2/5/2015	Global Gov't/Ed Solutions Inc.	L67868940101	12/24/2014	TOUGHMATE X-Strap Cases for FZ-G1 Tablets	462.80
11516506	97853	2/19/2015	CDW GOVERNMENT INC	SHO2391	2/3/2015	Havis MDT Docking Stations - QTY=5	2,722.93
11516506	97948	2/25/2015	Better Direct	22305	12/31/2014	Panasonic FZ-G1 Tablets (QTY-2)	5,054.55
11518318	97860	2/19/2015	DBA Construction, Inc.	14042-01	2/3/2015	Willow Street/Central Avenue repair and maintenance	87,735.00
11518322	97860	2/19/2015	DBA Construction, Inc.	14042-01	2/3/2015	Willow Street/Central Avenue repair and maintenance	87,735.00
11518507	97936	2/24/2015	RSC Equipment Rental/	120240161-010	2/3/2015	Water truck rental CIP Main St. extension (T-3)	3,736.62
11522217	97714	2/5/2015	J2 Engineering And	7233	1/29/2015	Poston Butte Planning Services	2,298.07
11522507	97966	2/25/2015	Musco Sports Lighting, LLC	267962	1/9/2015	Light Structure- Green System	94,569.00
11522507	97980	2/25/2015	Spectra Electrical Services	16432	2/23/2015	Installation of Sports Lighting System	48,553.00
11531505	97803	2/11/2015	FREIGHTLINER ARIZONA LTD	GR8931DD	1/22/2015	1 new 4000 gallon Water Truck	132,009.61
11531505	97855	2/19/2015	Chapman Ford	150746F	2/6/2015	2015 Ford Explorer for Parks and Recreation	26,539.11
11532501	97628	2/3/2015	AZ BOXES STORAGE LLC	67722	1/16/2015	Storage unit rental for Comm. Dev. Jan 6-Feb 1st 2015	69.48
11532501	97659		Void			Voided Check	-
11532501	97784	2/9/2015	AME Electrical Contracting, Inc.	1455013115	1/19/2015	Silver King Marketplace Electrical Upgrades NTE 25955.00	12,616.74
11532501	97817	2/17/2015	CASA GRANDE NEWSPAPERS	BIDWINDOW	1/22/2015	Invitation for Bid - Town Hall Cashier Window	30.84
11532501	97826	2/17/2015	HOME DEPOT CREDIT SERVICES	5014926	1/29/2015	New lock for restroom at Comm. Dev.	32.52
11532501	97863	2/19/2015	Harmon's Safe, Lock & Key	44017	2/9/2015	Bathroom lock for Community Development	117.77
11532501	97873	2/19/2015	LOW MOUNTAIN CONSTRUCTION	CONTRACT-5	1/31/2015	Territory Square construction Library/Recreation Complex	776,438.00
11532501	97879	2/19/2015	PRANZO ENTERPRISES, INC.	EP-1502	1/23/2015	Assemble furniture at new Comm Development offices	630.00
11532501	97897	2/24/2015	AZ PUBLIC SERVICE COMPANY	AR0200001323	2/4/2015	Replacement of Electrical Panel at Silver King	2,896.91
11532501	97900	2/24/2015	BENSON SYSTEMS	134228	1/15/2015	Alarm monitoring -Community Development	1,599.86
11532501	97930	2/24/2015	New-Tech Electric & Communication LLC	149	1/26/2015	Install ballast, 8 plastic lenses and fixtures @ Comm. Dev.	668.48
11532501	97933	2/24/2015	PRANZO ENTERPRISES, INC.	EP-1503	2/4/2015	Repairs to drywall for Silver King marketplace-rewiring	988.22
11532507	97648	2/3/2015	RANBRO STEEL WORKS INC.	APP 1	8/11/2014	Awnings gates & painting of gates at Brunenkant Bldg.	7,450.00

HURF

12518201	97774	2/5/2015	Verizon Wireless	93737580768	12/21/2014	Cell phones	603.66
12518201	97774	2/5/2015	Verizon Wireless	9739286227	1/21/2015	Cell phones	574.04
12518211	97907	2/24/2015	Day Auto Supply, Inc	641800	2/6/2015	Lightbulbs for ST-30	13.02
12518214	97712	2/5/2015	HOME DEPOT CREDIT SERVICES	2014617	1/22/2015	Galvanized spikes for Sunrise Estates Phase 2 barricades	25.11
12518214	97811	2/17/2015	ARIZONA GLOVE & SAFETY	756370	2/2/2015	Hard hats, hat brims, neck shades, paint and sweat bands	145.94
12518214	97818	2/17/2015	CENTERLINE SUPPLY WEST, INC.	71905	1/8/2015	Various signs, posts and barricades	3,444.48
12518214	97862	2/19/2015	FLORENCE TRUE VALUE HARDWARE	215512	2/2/2015	Main Street Speed Sensor	22.04
12518215	97665	2/5/2015	ARIZONA PUBLIC SERVICE	15-Jan	1/8/2015	ELECTRIC	5,499.92

12518215	97848	2/19/2015	BIA	15-Feb	2/2/2015	00353-electric	233.75
12518215	97848	2/19/2015	BIA	15-Feb	2/2/2015	10522-electric	110.00
12518215	97848	2/19/2015	BIA	15-Feb	2/2/2015	20509-electric	46.20
12518215	97848	2/19/2015	BIA	15-Feb	2/2/2015	21243-electric	61.60
12518215	97895	2/24/2015	ARIZONA PUBLIC SERVICE	15-Feb	2/3/2015	ELECTRIC	4,153.19
12518215	97945	2/25/2015	AZ PUBLIC SERVICE COMPANY	AR0480004415	2/20/2015	Streetlight Maintenance	2,132.97
12518217	97679	2/5/2015	CASA GRANDE COURIER, INC.	926	1/16/2015	Extra run from Public Works to Willdan Engineers	24.00
12518217	97759	2/5/2015	smartschoolsplus, inc dba	517-029	2/3/2015	John Mitchell Contract	2,483.70
12518301	97875	2/19/2015	OFFICE DEPOT INC	747582032-001	12/30/2014	Restock supplies- ink, pens, clips, creamer	354.79
12518301	97875	2/19/2015	OFFICE DEPOT INC	747582245-001	12/30/2014	Restock supplies- ink, pens, clips, creamer	76.55
12518302	97768	2/5/2015	THE WATER SHED	631867	1/20/2015	Water & Ice PW	36.20
12518302	97768	2/5/2015	THE WATER SHED	631891	1/26/2015	Water & Ice PW	27.15
12518302	97875	2/19/2015	OFFICE DEPOT INC	747582032-001	12/30/2014	Restock supplies- ink, pens, clips, creamer	20.88
12518302	97885	2/19/2015	THE WATER SHED	631845	2/3/2015	Water & Ice PW	64.17
12518302	97907	2/24/2015	Day Auto Supply, Inc	641551	2/4/2015	Shop towels	132.59
12518304	97822	2/17/2015	David Hills	REIM-20115	2/1/2015	Reimbursement for uniform pants	84.86
12518304	97847	2/19/2015	BC GRAPHICS	98289	2/9/2015	Uniform TOF shirts for Assoc. Eng., Op. Tech., Fac. Mgr.	276.74
12518304	97856	2/19/2015	Cintas Corporation Lock 696	696793386	2/6/2015	Weekly fee for uniforms and mats for PW Dept.	40.08
12518304	97898	2/24/2015	BC GRAPHICS	9311	2/10/2015	Uniform shirts for Office Supervisor and Office Assistant	317.60
12518304	97904	2/24/2015	Cintas Corporation Lock 696	696788960	1/23/2015	Weekly fee for uniforms and mats for PW Dept.	40.08
12518304	97904	2/24/2015	Cintas Corporation Lock 696	696791182	1/30/2015	Weekly fee for uniforms and mats for PW Dept.	40.08
12518304	97928	2/24/2015	Miguel, Valenzuela	EF BOOTS/PANTS	2/4/2015	Reimbursement for purchase of uniform pants	300.00
12518304	97928	2/24/2015	Miguel, Valenzuela	EF BOOTS/PANTS	2/4/2015	Reimbursement for work boots	173.59
12518306	97913	2/24/2015	FERRELLGAS	1086276008	2/11/2015	Propane for PW yard	535.48
12518308	97965	2/25/2015	Maricopa Association of	2004497	1/21/2015	Two copies of 2015 MAG Specifications and Details Binders	82.48
12518311	97907	2/24/2015	Day Auto Supply, Inc	641321	2/2/2015	Metric grease fittings for JCB fork	3.79
12518312	97811	2/17/2015	ARIZONA GLOVE & SAFETY	756370	2/2/2015	Hard hats, hat brims, neck shades, paint and sweat bands	396.45
12518317	97627	2/3/2015	ARIZONA STATE PRISON-FLORENCE	010815F-116B	1/16/2015	INMATE LABOR/ ROW CLEANUP	15.00
12518317	97627	2/3/2015	ARIZONA STATE PRISON-FLORENCE	012215F-116B	1/23/2015	INMATE LABOR/ROW	52.50
12518319	97737	2/5/2015	New-Tech Electric & Communication LLC	154	1/27/2015	Antique Street Light Repair	390.39
12566507	97924	2/24/2015	LEE ENGINEERING, LLC	33398	1/28/2015	Services to 12/31/14 - Hunt Hwy to Attaway Safety Study	8,732.00
12566507	97941	2/24/2015	WILLDAN	513290	1/26/2015	Prof. services rendered for Diversion Dam Road	1,080.00
12566507	97975	2/25/2015	SAN CARLOS IRRIGATION	SCD-37	2/4/2015	Diversion Dam Road Widening Box Relocation (T-17)	19,854.50

Fleet Services

22502209	97907	2/24/2015	Day Auto Supply, Inc	642144	2/10/2015	Air and oil for Admin -5	16.87
22502209	97927	2/24/2015	MICHAEL BACA	478272	2/3/2015	Car Wash Admin Scion & Explorer, Admin Ranger& Explorer	80.00
22502306	97907	2/24/2015	Day Auto Supply, Inc	642144	2/10/2015	Motor oil for AD-5	24.72
22510209	97937	2/24/2015	Safelite Fulfillment, Inc.	05725-034081	2/2/2015	Windshield repair for AD-3	79.36
22514209	97695	2/5/2015	Earnhardt Service #25440 or 7118	534011	11/3/2014	Diagnostics for G017FM PD Patrol	79.95
22514209	97695	2/5/2015	Earnhardt Service #25440 or 7118	880815	1/22/2015	Oil switch and sensor for G029ET PD Patrol	85.16
22514209	97801	2/11/2015	Day Auto Supply, Inc	63991	1/20/2015	Oil filter and wiper blade for G987GB PD Patrol	24.83
22514209	97801	2/11/2015	Day Auto Supply, Inc	640133	1/21/2015	Oil filter for G917DY PD Patrol	5.62

22514209	97801	2/11/2015	Day Auto Supply, Inc	640394	1/23/2015	Connector for G029ET PD Patrol	16.72
22514209	97801	2/11/2015	Day Auto Supply, Inc	640581	1/26/2015	Serpentine belt for G029ET PD Patrol	33.03
22514209	97859	2/19/2015	Day Auto Supply, Inc	640203	1/21/2015	Oil filter for G419FF PD Patrol	5.62
22514209	97859	2/19/2015	Day Auto Supply, Inc	640630	1/26/2015	Control arm bushings for G043FM PD Patrol	50.83
22514209	97907	2/24/2015	Day Auto Supply, Inc	641607	2/4/2015	Oil filter for G044FM PD Patrol	5.62
22514209	97907	2/24/2015	Day Auto Supply, Inc	641669	2/5/2015	Oil filter for G013Et PD Patrol	5.62
22514209	97954	2/25/2015	Day Auto Supply, Inc	642166	2/10/2015	Front and rear brake pads and front rotor for PD Patrol	398.23
22514209	97974	2/25/2015	RV STRIPES & GRAPHICS, INC.	19459	2/13/2015	Decal removal and replacement for P-18 PD Patrol	657.69
22514305	97704	2/5/2015	GCR Tires & Service	827-42855	1/16/2015	Tires for PD Patrol Stock	245.90
22514305	97801	2/11/2015	Day Auto Supply, Inc	640187	1/21/2015	Battery for G419FF PD Patrol	112.73
22514305	97907	2/24/2015	Day Auto Supply, Inc	641831	2/6/2015	Battery accessories for G029ET PD Patrol	9.29
22514305	97916	2/24/2015	GCR Tires & Service	827-42902	1/22/2015	4 Tires for PD Patrol	466.19
22514306	97801	2/11/2015	Day Auto Supply, Inc	63991	1/20/2015	Motor oil for G987GB PD Patrol	26.02
22514306	97801	2/11/2015	Day Auto Supply, Inc	640133	1/21/2015	Motor oil for G917DY PD Patrol	30.36
22514306	97859	2/19/2015	Day Auto Supply, Inc	640203	1/21/2015	Motor oil for G419FF PD Patrol	30.36
22514306	97907	2/24/2015	Day Auto Supply, Inc	641607	2/4/2015	Motor oil for G044FM PD Patrol	24.72
22514306	97907	2/24/2015	Day Auto Supply, Inc	641669	2/5/2015	Motor oil for G013Et PD Patrol	30.36
22516209	97695	2/5/2015	Earnhardt Service #25440 or 7118	417321	1/21/2015	Fuel filter plunger kit for Fire truck G346ES	39.14
22516209	97801	2/11/2015	Day Auto Supply, Inc	640271	1/22/2015	Fuel filter for fire truck G346ES	65.12
22516209	97884	2/19/2015	Superstition Fire & Medical District	2918	1/26/2015	Shop 131	1,756.41
22516209	97884	2/19/2015	Superstition Fire & Medical District	2930	1/28/2015	SHOP #138 MAINTENANCE COOLANT LEAK	433.98
22516209	97884	2/19/2015	Superstition Fire & Medical District	2931	1/28/2015	SHOP #122 MAINTENANCE	287.77
22516209	97954	2/25/2015	Day Auto Supply, Inc	643157	2/19/2015	Halogen lamp	11.40
22516306	97954	2/25/2015	Day Auto Supply, Inc	642894	2/17/2015	Blue def for fuel additive on engine 139	68.38
22517209	97763	2/5/2015	Superstition Fire & Medical District	2903	1/14/2015	SHOP #122 MAINTENANCE COOLANT LEAK	670.00
22518209	97753	2/5/2015	Safelite Fulfillment, Inc.	05725-033950	1/21/2015	Windshield repair ST-51	79.36
22518209	97801	2/11/2015	Day Auto Supply, Inc	640433	1/23/2015	Hydraulic hose and fittings for ST-23 Patch truck	17.35
22518209	97801	2/11/2015	Day Auto Supply, Inc	640472	1/23/2015	Thermostats and fan belt for ST-26 Python Sweeper	110.61
22518209	97801	2/11/2015	Day Auto Supply, Inc	640597	1/26/2015	Fuel filter for ST-19	22.61
22518209	97801	2/11/2015	Day Auto Supply, Inc	640812	1/28/2015	Credit for control arm bushing	(25.41)
22518209	97824	2/17/2015	Earnhardt Service #25440 or 7118	418757	1/30/2015	Cable for ST-47	55.48
22518209	97859	2/19/2015	Day Auto Supply, Inc	640718	1/27/2015	Two gallons engine coolant for ST-26 Python Sweeper	30.41
22518209	97859	2/19/2015	Day Auto Supply, Inc	640964	1/29/2015	Air & oil filter, wiper blades, fan belt and hood lift support	125.74
22518209	97859	2/19/2015	Day Auto Supply, Inc	641119	1/30/2015	One battery for ST-21 Buick car	96.78
22518209	97907	2/24/2015	Day Auto Supply, Inc	641697	2/5/2015	Freon for St-61	56.48
22518209	97907	2/24/2015	Day Auto Supply, Inc	642152	2/10/2015	Air and oil filter for ST -29	14.25
22518209	97915	2/24/2015	FLORENCE TRUE VALUE HARDWARE	215540	2/3/2015	Galvanized nipple for new water truck ST-061	9.04
22518209	97937	2/24/2015	Safelite Fulfillment, Inc.	05725-034079	2/2/2015	Windshield repair for ST-19	79.36
22518209	97956	2/25/2015	GARRETT MOTORS	5008041 1-W	2/12/2015	One drivers side door arm rest for ST-23 Patch truck	39.57
22518305	97859	2/19/2015	Day Auto Supply, Inc	640829	1/28/2015	Two batteries for ST-52 dump truck	228.68
22518306	97859	2/19/2015	Day Auto Supply, Inc	640964	1/29/2015	Motor oil for ST-47	26.02
22518306	97907	2/24/2015	Day Auto Supply, Inc	642152	2/10/2015	Motor oil for St-29	21.68
22522209	97859	2/19/2015	Day Auto Supply, Inc	641002	1/29/2015	Gas cap for PR-4	16.19

22522209	97859	2/19/2015	Day Auto Supply, Inc	641309	2/2/2015	Dome light bulb for P&R -4	2.60	
22528209	97643	2/3/2015	MICHAEL BACA	478267	1/22/2015	Wax /detail of Senior Center 2,4 & 5	260.00	
22530209	97907	2/24/2015	Day Auto Supply, Inc	639025	1/9/2015	Credit/core deposit	(16.31)	
22530209	97907	2/24/2015	Day Auto Supply, Inc	641290	2/2/2015	Front brake pads, rotors, hub assemblies, gear box	614.96	
22530209	97907	2/24/2015	Day Auto Supply, Inc	641317	2/2/2015	Front wheel seal for St-37	6.07	
22530209	97907	2/24/2015	Day Auto Supply, Inc	641549	2/4/2015	Two quarts of power steering fluid for ST-37	13.02	
22571305	97801	2/11/2015	Day Auto Supply, Inc	640297	1/22/2015	Two batteries for SA-9 garbage truck	228.68	
22574209	97801	2/11/2015	Day Auto Supply, Inc	640783	1/27/2015	Nerf running boards for WW-7	104.34	
22574209	97859	2/19/2015	Day Auto Supply, Inc	640965	1/29/2015	Stoplight switch for WW-6	5.81	
22574209	97859	2/19/2015	Day Auto Supply, Inc	640971	1/29/2015	Stoplight switch for WW-6	5.81	
22574306	921932	2/17/2015	CIRCLE K #2938	01312015	STMT	1/21/2015	Training trip to Casa Grande and supplies at Costco	7.50
22575209	97801	2/11/2015	Day Auto Supply, Inc	640783	1/27/2015	Nerf running boards for WW-7	52.16	
22575209	97859	2/19/2015	Day Auto Supply, Inc	640965	1/29/2015	Stoplight switch for WW-6	2.90	
22575209	97859	2/19/2015	Day Auto Supply, Inc	640971	1/29/2015	Stoplight switch for WW-6	2.90	
22575306	921932	2/17/2015	CIRCLE K #2938	01312015	STMT	1/21/2015	Training trip to Casa Grande and supplies at Costco	3.75
22576209	97801	2/11/2015	Day Auto Supply, Inc	640783	1/27/2015	Nerf running boards for WW-7	52.16	
22576209	97859	2/19/2015	Day Auto Supply, Inc	640965	1/29/2015	Stoplight switch for WW-6	2.90	
22576209	97859	2/19/2015	Day Auto Supply, Inc	640971	1/29/2015	Stoplight switch for WW-6	2.90	
22576306	921932	2/17/2015	CIRCLE K #2938	01312015	STMT	1/21/2015	Training trip to Casa Grande and supplies at Costco	3.75
22588301	97875	2/19/2015	OFFICE DEPOT INC	747582032-001	12/30/2014	Restock supplies- ink, pens, clips, creamer	75.32	
22588304	97856	2/19/2015	Cintas Corporation Lock 696	696793386	2/6/2015	Weekly fee for uniforms and mats for PW Dept.	6.23	
22588304	97898	2/24/2015	BC GRAPHICS	9311	2/10/2015	Uniform shirts for Office Supervisor and Office Assistant	73.29	
22588304	97904	2/24/2015	Cintas Corporation Lock 696	696788960	1/23/2015	Weekly fee for uniforms and mats for PW Dept.	6.23	
22588304	97904	2/24/2015	Cintas Corporation Lock 696	696791182	1/30/2015	Weekly fee for uniforms and mats for PW Dept.	6.23	
22588311	97632	2/3/2015	Day Auto Supply, Inc	640289	1/22/2015	One new torque Wrench for Shop	306.53	
22588311	97859	2/19/2015	Day Auto Supply, Inc	641703	2/5/2015	Flaring tool for Fleet	122.86	
22588311	97907	2/24/2015	Day Auto Supply, Inc	638895	2/7/2015	Wrench for shop	26.21	
22588311	97907	2/24/2015	Day Auto Supply, Inc	641545	2/4/2015	Deep socket for shop	14.50	
22588311	97954	2/25/2015	Day Auto Supply, Inc	642217	2/10/2015	One punch for Shop	16.19	
22588311	97954	2/25/2015	Day Auto Supply, Inc	642324	2/11/2015	Two battery post brushes	13.02	
22588323	97910	2/24/2015	DOSSIER SYSTEMS	1504-44	2/4/2015	Dossier Software - Annual Renewal	1,212.75	

Facility Services

32502207	97644	2/3/2015	NATIONAL FIRE CONTROL	A-121427	1/13/2015	Fire alarm svc/McFarland add new code	165.00
32502207	97794	2/11/2015	AL & RILEY'S A C	234585	1/21/2015	Replace leaking air handler in Finance/Town Hall	4,968.75
32502207	97809	2/11/2015	UNITED EXTERMINATING	172111	1/5/2015	Exterminating fees	35.00
32502207	97809	2/11/2015	UNITED EXTERMINATING	172112	1/5/2015	Exterminating fees	45.00
32502207	97809	2/11/2015	UNITED EXTERMINATING	173487	1/6/2015	Exterminating fees-Parks & Rec	35.00
32502207	97809	2/11/2015	UNITED EXTERMINATING	173488	1/6/2015	Exterminating fees- Heritage Park	25.00
32502207	97809	2/11/2015	UNITED EXTERMINATING	173489	1/6/2015	Exterminating fees- Little League	25.00
32502207	97809	2/11/2015	UNITED EXTERMINATING	173490	1/6/2015	Exterminating fees-Smoking Area	18.00
32502207	97809	2/11/2015	UNITED EXTERMINATING	174703	1/26/2015	Exterminating fees-station	45.00
32502207	97809	2/11/2015	UNITED EXTERMINATING	174730	2/2/2015	Exterminating fees-Silver King	25.00

32502207	97809	2/11/2015	UNITED EXTERMINATING	174731	2/2/2015	Exterminating fees- I.T.	25.00
32502207	97809	2/11/2015	UNITED EXTERMINATING	174732	2/2/2015	Exterminating fees-TN HALL	35.00
32502207	97809	2/11/2015	UNITED EXTERMINATING	174734	2/2/2015	Exterminating fees-PW	45.00
32502207	97809	2/11/2015	UNITED EXTERMINATING	174735	2/2/2015	Exterminating fees- C/D	35.00
32502207	97914	2/24/2015	Five Star Carpet Cleaning	21463	2/6/2015	Clean carpet at PW east offices and HR's new offices (2)	225.00
32502207	97947	2/25/2015	BENSON SYSTEMS	135983	2/15/2015	Fire & Security Monitoring/IT 626 Main	426.91
32502207	97947	2/25/2015	BENSON SYSTEMS	135984	2/15/2015	Alarm monitoring -Community Development	36.89
32502207	98004	2/27/2015	BENSON SYSTEMS	135845	2/15/2015	Alarm System Monitoring Anthem Fire Station	40.99
32502208	97641	2/3/2015	LOFTIN EQUIPMENT CO., INC.	S050446	12/3/2014	Annual PM & Load bank test for N. Florence Tower	548.36
32502218	97745	2/5/2015	RBA Architecture	14043-02	1/21/2015	Town Hall Cashier Remodeling- Additional Services 1	2,500.00
32502301	97875	2/19/2015	OFFICE DEPOT INC	747582032-001	12/30/2014	Restock supplies- ink, pens, clips, creamer	27.89
32502302	97875	2/19/2015	OFFICE DEPOT INC	747582032-001	12/30/2014	Restock supplies- ink, pens, clips, creamer	1.09
32502304	97639	2/3/2015	JENNIFER BAHME	REIM BTS 115	1/17/2015	Reimbursement for work boots	92.38
32502304	97828	2/17/2015	JENNIFER BAHME	REIM-12415	1/24/2015	Reimbursement for Purchase of Uniform Pants	117.35
32502304	97847	2/19/2015	BC GRAPHICS	98288	2/9/2015	Uniform TOF shirts for Assoc. Eng., Op. Tech., Fac. Mgr.	103.78
32502304	97852	2/19/2015	CARROLL, MICHAEL	REF 12715 UNI	1/27/2015	REIMBURSEMENT FOR Uniform Jeans	103.80
32502304	97856	2/19/2015	Cintas Corporation Lock 696	696793386	2/6/2015	Weekly fee for uniforms and mats for PW Dept.	0.81
32502304	97898	2/24/2015	BC GRAPHICS	9311	2/10/2015	Uniform shirts for Office Supervisor and Office Assistant	73.28
32502304	97904	2/24/2015	Cintas Corporation Lock 696	696788960	1/23/2015	Weekly fee for uniforms and mats for PW Dept.	0.81
32502304	97904	2/24/2015	Cintas Corporation Lock 696	696791182	1/30/2015	Weekly fee for uniforms and mats for PW Dept.	0.81
32502304	97934	2/24/2015	Rachele, Honea	REIM UNI/BOOTS	2/17/2015	Reimbursement for Uniform boots	130.43
32502304	97934	2/24/2015	Rachele, Honea	REIM UNI/BOOTS	2/17/2015	Reimbursement for Purchase of Uniform Pants	108.68
32502311	97907	2/24/2015	Day Auto Supply, Inc	642334	2/11/2015	Various wrenches, ratchets, pliers for Facilities Maintenance	537.87
32502315	921932	2/17/2015	SUSTAINABLE SUPPLY	01312015 STMT	1/14/2015	Four Bobrick Towel Dispensers for various TOF Depts	140.08
32502316	97682	2/5/2015	Cintas Corporation Lock 696	696786772	1/16/2015	Weekly fee for uniforms and mats for Utility Dept.1/16/15	3.23
32502316	97682	2/5/2015	Cintas Corporation Lock 696	696788961	1/23/2015	Weekly fee for uniforms and mats for Utility Dept. 1/23/15	3.23
32502316	97712	2/5/2015	HOME DEPOT CREDIT SERVICES	8014746	1/26/2015	Replacement bulbs for PD Evidence bldg.	243.23
32502316	97712	2/5/2015	HOME DEPOT CREDIT SERVICES	8014747	1/26/2015	Schlage locks for PW	157.56
32502316	97712	2/5/2015	HOME DEPOT CREDIT SERVICES	8014748	1/26/2015	Fluorescent light bulb stock	125.01
32502316	97820	2/17/2015	Cintas Corporation Lock 696	696791183	1/30/2015	Weekly fee for uniforms and mats for Utility Dept. 1/30/15	3.23
32502316	97820	2/17/2015	Cintas Corporation Lock 696	696793387	2/6/2015	Weekly fee for uniforms and mats for Utility Dept. 2/06/15	9.17
32502316	97856	2/19/2015	Cintas Corporation Lock 696	696793386	2/6/2015	Weekly fee for uniforms and mats for PW Dept.	35.53
32502316	97862	2/19/2015	FLORENCE TRUE VALUE HARDWARE	215442	1/28/2015	Fluorescent light bulbs for Comm. Dev.	20.63
32502316	97862	2/19/2015	FLORENCE TRUE VALUE HARDWARE	215466	1/29/2015	3 wire plugs for vacuum cleaners	8.24
32502316	97862	2/19/2015	FLORENCE TRUE VALUE HARDWARE	215505	2/2/2015	Paint and spackling for Town Hall	67.46
32502316	97862	2/19/2015	FLORENCE TRUE VALUE HARDWARE	215513	2/2/2015	Paint supplies for Town Hall	3.40
32502316	97879	2/19/2015	PRANZO ENTERPRISES, INC.	ESP-1501	1/23/2015	Install toilet paper/paper towel dispensers	90.00
32502316	97879	2/19/2015	PRANZO ENTERPRISES, INC.	ESP-1501	1/23/2015	Repairs at Town Hall, Fitness Center, Library, Lavatory	180.00
32502316	97901	2/24/2015	BRUTINEL PLUMBING & ELEC., INC	119016	1/5/2015	Repairs to urinal at Town Library	252.11
32502316	97904	2/24/2015	Cintas Corporation Lock 696	696788960	1/23/2015	Weekly fee for uniforms and mats for PW Dept.	35.53
32502316	97904	2/24/2015	Cintas Corporation Lock 696	696791182	1/30/2015	Weekly fee for uniforms and mats for PW Dept.	35.53
32502316	97915	2/24/2015	FLORENCE TRUE VALUE HARDWARE	215531	2/3/2015	Electrical box and switch plates for Town Hall	5.54
32502316	97915	2/24/2015	FLORENCE TRUE VALUE HARDWARE	215719	2/11/2015	Nuts, bolts and screws for Silver King	15.52

32502316	97918	2/24/2015	Harmon's Safe, Lock & Key	44317	1/29/2015	One door cover plate / Anthem Storage	34.58
32502316	97919	2/24/2015	HOME DEPOT CREDIT SERVICES	7010194	2/6/2015	Hex bolts for Silver King	19.03
32502316	97919	2/24/2015	HOME DEPOT CREDIT SERVICES	7013904	2/6/2015	Light bulbs for Comm. Dev.	128.28
32502316	97919	2/24/2015	HOME DEPOT CREDIT SERVICES	7013905	2/6/2015	One deadbolt for Anthem Storage	38.64
32502316	97919	2/24/2015	HOME DEPOT CREDIT SERVICES	7013906	2/6/2015	Hex bolts and adhesive for Silver King	41.19
32502316	97930	2/24/2015	New-Tech Electric & Communication LLC	150	1/26/2015	Replacement of ballast in office @ Parks & Recs	133.69
32502316	97930	2/24/2015	New-Tech Electric & Communication LLC	151	1/26/2015	Bulb replacement in three exterior fixtures @ Silver King	133.69
32502316	97953	2/25/2015	Cintas Corporation Lock 696	696795605	2/13/2015	Weekly fee for uniforms and mats for Utility Dept. 2/13/15	9.17
32502316	921932	2/17/2015	COMPLIANCE SIGNS	01312015 STMT	1/5/2015	Two ADA Reserved Parking Signs for C/D	47.00
32502316	921932	2/17/2015	REXEL	01312015 STMT	1/23/2015	Replacement light bulbs for all TOF Departments	361.00

Water Utility Services

51219000	97654	2/3/2015	TEMPORARY VENDOR	419304	1/27/2015	Water Deposit Refund	75.00
51219000	97656	2/5/2015	TEMPORARY VENDOR	11200604	1/27/2015	Refund water deposit	150.00
51219000	97657	2/5/2015	TEMPORARY VENDOR	600443	2/3/2015	Refund water deposit	30.38
51219000	97667	2/5/2015	TEMPORARY VENDOR	10700402	1/27/2015	Refund water deposit	150.00
51219000	97668	2/5/2015	TEMPORARY VENDOR	313606	2/3/2015	Refund water deposit	109.54
51219000	97672	2/5/2015	TEMPORARY VENDOR	10607912	1/27/2015	Refund water deposit	150.00
51219000	97676	2/5/2015	TEMPORARY VENDOR	317113	1/27/2015	Refund water deposit	150.00
51219000	97681	2/5/2015	TEMPORARY VENDOR	10713300	1/27/2015	Refund water deposit	150.00
51219000	97687	2/5/2015	TEMPORARY VENDOR	10500804	1/27/2015	Refund water deposit	150.00
51219000	97688	2/5/2015	TEMPORARY VENDOR	10705103	1/27/2015	Refund water deposit	150.00
51219000	97689	2/5/2015	TEMPORARY VENDOR	10316504	1/27/2015	Refund water deposit	150.00
51219000	97693	2/5/2015	TEMPORARY VENDOR	11002905	1/27/2015	Refund water deposit	150.00
51219000	97696	2/5/2015	TEMPORARY VENDOR	11207106	1/27/2015	Refund water deposit	150.00
51219000	97698	2/5/2015	TEMPORARY VENDOR	121853	1/27/2015	Refund water deposit	150.00
51219000	97702		Void			Voided Check	-
51219000	97703	2/5/2015	TEMPORARY VENDOR	406604	1/27/2015	Refund water deposit	150.00
51219000	97711	2/5/2015	TEMPORARY VENDOR	10902105	1/27/2015	Refund water deposit	150.00
51219000	97716	2/5/2015	TEMPORARY VENDOR	10109301	1/27/2015	Refund water deposit	-
51219000	97717	2/5/2015	TEMPORARY VENDOR	10120901	1/27/2015	Refund water deposit	150.00
51219000	97718	2/5/2015	TEMPORARY VENDOR	10602912	1/27/2015	Refund water deposit	150.00
51219000	97719	2/5/2015	TEMPORARY VENDOR	10212303	1/27/2015	Refund water deposit	150.00
51219000	97720	2/5/2015	TEMPORARY VENDOR	11205804	1/27/2015	Refund water deposit	150.00
51219000	97725	2/5/2015	TEMPORARY VENDOR	10201203	1/27/2015	Refund water deposit	150.00
51219000	97726	2/5/2015	TEMPORARY VENDOR	10702905	1/27/2015	Refund water deposit	150.00
51219000	97727	2/5/2015	TEMPORARY VENDOR	123307	1/27/2015	Refund water deposit	150.00
51219000	97728	2/5/2015	TEMPORARY VENDOR	10500011	1/27/2015	Refund water deposit	150.00
51219000	97730	2/5/2015	TEMPORARY VENDOR	10500192	1/27/2015	Refund water deposit	150.00
51219000	97732	2/5/2015	TEMPORARY VENDOR	10102905	1/27/2015	Refund water deposit	150.00
51219000	97733	2/5/2015	TEMPORARY VENDOR	10704703	1/27/2015	Refund water deposit	150.00
51219000	97734	2/5/2015	TEMPORARY VENDOR	10611601	1/27/2015	Refund water deposit	150.00
51219000	97738	2/5/2015	TEMPORARY VENDOR	10800404	1/22/2015	Refund water deposit	57.02

51219000	97740	2/5/2015	TEMPORARY VENDOR	11103918	1/27/2015	Refund water deposit	150.00
51219000	97750	2/5/2015	TEMPORARY VENDOR	10806931	1/27/2015	Refund water deposit	150.00
51219000	97751	2/5/2015	TEMPORARY VENDOR	10216302	1/27/2015	Refund water deposit	150.00
51219000	97752	2/5/2015	TEMPORARY VENDOR	10807206	1/27/2015	Refund water deposit	150.00
51219000	97769	2/5/2015	TEMPORARY VENDOR	10407304	1/27/2015	Refund water deposit	150.00
51219000	97770	2/5/2015	TEMPORARY VENDOR	600910	1/27/2015	Refund water deposit	150.00
51219000	97772	2/5/2015	TEMPORARY VENDOR	217004	1/27/2015	Refund water deposit	150.00
51219000	97785	2/9/2015	TEMPORARY VENDOR	10703961	1/27/2015	Refund water deposit	150.00
51219000	97786	2/9/2015	TEMPORARY VENDOR	10109301	1/27/2015	Refund water deposit	150.00
51219000	97868	2/19/2015	TEMPORARY VENDOR	137500	2/11/2015	Refund water deposit	23.65
51219000	97911	2/24/2015	TEMPORARY VENDOR	423007	2/18/2015	Refund water deposit	27.55
51219000	97921	2/24/2015	TEMPORARY VENDOR	419615	2/18/2015	Refund water deposit	62.63
51219000	97923	2/24/2015	TEMPORARY VENDOR	302205	2/18/2015	Refund water deposit	78.33
51219000	97999	2/27/2015	TEMPORARY VENDOR	10802311	2/25/2015	Refund water deposit	150.00
51219000	98000	2/27/2015	TEMPORARY VENDOR	10104101	2/25/2015	Refund water deposit	150.00
51219000	98006	2/27/2015	TEMPORARY VENDOR	204906	2/25/2015	Refund water deposit	150.00
51219000	98007	2/27/2015	TEMPORARY VENDOR	511504	2/25/2015	Refund water deposit	150.00
51219000	98010	2/27/2015	TEMPORARY VENDOR	418405	2/25/2015	Refund water deposit	150.00
51219000	98011	2/27/2015	TEMPORARY VENDOR	10700651	2/25/2015	Refund water deposit	150.00
51219000	98013	2/27/2015	TEMPORARY VENDOR	508913	2/25/2015	Refund water deposit	150.00
51219000	98015	2/27/2015	TEMPORARY VENDOR	10501132	2/25/2015	Refund water deposit	150.00
51219000	98016	2/27/2015	TEMPORARY VENDOR	410411	2/25/2015	Refund water deposit	150.00
51219000	98017	2/27/2015	Void			Voided Check	-
51219000	98020	2/27/2015	TEMPORARY VENDOR	504602 REPL	2/26/2015	Refund water deposit	51.65
51277000	97662	2/5/2015	Apache Underground & Excavating	1	1/15/2015	Retainage for CIP WU-73	(5,457.50)
51277000	97883	2/19/2015	Sun Western Contractors Inc.	RETAIN-6	12/31/2014	Less: Retainage	(18,684.30)
51277000	97995	2/25/2015	Sun Western Contractors Inc.	NO. 7	1/31/2015	Less: Retainage	(11,184.35)
51371446	97660	2/5/2015	TEMPORARY VENDOR	10603153OP	2/2/2015	Overpayment	24.72
51371446	97666	2/5/2015	ARIZONA STATE PRISON-FLORENCE	402907	2/3/2015	Overpayment on water acct#402907	23.20
51371446	97670	2/5/2015	TEMPORARY VENDOR	401205OP	1/30/2015	Overpayment	69.79
51371446	97692	2/5/2015	TEMPORARY VENDOR	10605842	1/22/2015	Overpayment	12.44
51371446	97715	2/5/2015	TEMPORARY VENDOR	509046	1/22/2015	Overpayment	66.53
51371446	97721	2/5/2015	TEMPORARY VENDOR	10118204	1/26/2015	Overpayment	33.95
51371446	97861	2/19/2015	TEMPORARY VENDOR	10215200OP	2/11/2015	Overpayment	229.48
51371446	97877	2/19/2015	TEMPORARY VENDOR	122316OP	2/12/2015	Overpayment	8.50
51371446	98012	2/27/2015	TEMPORARY VENDOR	10705602 OP	2/24/2015	Overpayment	1.39
51574201	97680	2/5/2015	CENTURYLINK	VARIOUS 2/15	1/16/2015	W/WW-0246	48.44
51574201	97774	2/5/2015	Verizon Wireless	93737580768	12/21/2014	Cell phones	205.31
51574201	97774	2/5/2015	Verizon Wireless	9739286227	1/21/2015	Cell phones	205.66
51574201	98005	2/27/2015	CENTURYLINK	2/15VARIOUS	2/26/2015	W/WW-0246	48.44
51574207	97747	2/5/2015	Ricoh USA, Inc.	5034175730	1/14/2015	Monthly billing for copier - Base charge 1/14/15 to 2/13/15	60.29
51574207	97971	2/25/2015	Ricoh USA, Inc.	5034623883	2/12/2015	Monthly billing for copier-Base Charge: 2/14/15-3/13/15	60.29
51574211	97970	2/25/2015	RBA Architecture	1500201	2/11/2015	Architectural Services for Water Tower Re-Painting Project	1,200.00

51574215	97665	2/5/2015	ARIZONA PUBLIC SERVICE	15-Jan	1/8/2015	ELECTRIC	1,853.15
51574215	97848	2/19/2015	BIA	15-Feb	2/2/2015	21242-electric	1,587.61
51574215	97848	2/19/2015	BIA	15-Feb	2/2/2015	21245-electric	11,080.97
51574215	97895	2/24/2015	ARIZONA PUBLIC SERVICE	15-Feb	2/3/2015	ELECTRIC	2,613.20
51574217	97679	2/5/2015	CASA GRANDE COURIER, INC.	926	1/16/2015	Courier fees December 2014 Water	252.00
51574217	97690	2/5/2015	DESERT BORING AND EXCAVATION	7145	1/2/2015	Emergency excavation at 3610 Michigan.	250.00
51574217	97690	2/5/2015	DESERT BORING AND EXCAVATION	7148	1/9/2015	Emergency excavation at Heritage Park	250.00
51574217	97690	2/5/2015	DESERT BORING AND EXCAVATION	7149	1/8/2015	Emergency excavation at Bus Barn 1/6/15	437.50
51574217	97759	2/5/2015	smartschoolsplus, inc dba	517-029	2/3/2015	John Mitchell Contract	2,897.65
51574217	97778		Void			Voided Check	-
51574217	97787	2/9/2015	WATER WORKS ENGINEERS, LLC	4218	1/6/2015	Task 1.1- W/WW-ADEQ Regulatory Reporting Assistance	1,048.87
51574217	97787	2/9/2015	WATER WORKS ENGINEERS, LLC	4218	1/6/2015	Task 1.2- Regulatory Support	3,783.87
51574217	97787	2/9/2015	WATER WORKS ENGINEERS, LLC	4285	12/1/2014	Task 1.1- W/WW-ADEQ Regulatory Reporting Assistance	277.40
51574217	97787	2/9/2015	WATER WORKS ENGINEERS, LLC	4285	12/1/2014	Task 1.2 Permitting Fees ADEQ APP	2,000.00
51574217	97787	2/9/2015	WATER WORKS ENGINEERS, LLC	4285	12/1/2014	Task 1.2- Regulatory Support	1,731.36
51574217	97805	2/11/2015	Legend Technical Svcs., Inc.	1500105	12/31/2014	Analytical Testing for Water December 2014	480.00
51574217	97909	2/24/2015	DESERT BORING AND EXCAVATION	7150	1/16/2015	Emergency excavation- leak under brick wall	1,977.50
51574217	97925	2/24/2015	Legend Technical Svcs., Inc.	1501460	1/31/2015	Analytical Testing - January 2015 for Water	384.00
51574217	97955	2/25/2015	DESERT BORING AND EXCAVATION	7159	1/23/2015	Emergency excavation @ 503 Palo Verde Ln INV #7159	687.50
51574217	97955	2/25/2015	DESERT BORING AND EXCAVATION	7159	1/23/2015	Emergency excavation @ Willow & 22nd St	250.00
51574217	97984		Void			Voided Check	-
51574301	97806	2/11/2015	OFFICE DEPOT INC	746866151-001	12/23/2014	Office Supplies: Small Binders	11.57
51574301	97806	2/11/2015	OFFICE DEPOT INC	749456904-001	1/13/2015	Office Supplies: Binders and dividers for Map books.	89.93
51574301	97806	2/11/2015	OFFICE DEPOT INC	749457022-001	1/14/2015	Office Supplies: Binders and dividers for Map books.	9.83
51574301	97806	2/11/2015	OFFICE DEPOT INC	749811857-001	1/8/2015	Office Supplies: Binder Dividers & Sticky notes	15.68
51574301	97992	2/25/2015	OFFICE DEPOT INC	754808550-001	2/10/2015	Office Supplies: 2 sets of Book ends	12.43
51574301	97992	2/25/2015	OFFICE DEPOT INC	7548134296-001	2/10/2015	Office Supplies: Binders for Legends reporting, etc.	23.86
51574302	97768	2/5/2015	THE WATER SHED	631892	1/26/2015	Water & Ice for Utility department	13.57
51574302	97815	2/17/2015	Capital One Commercial	36417	1/20/2015	Costco - Restock supplies, coffee, creamer, sugar, kleenex	75.12
51574302	97836	2/17/2015	SENERGY PETROLEUM	140867	2/4/2015	Diesel Fuel for Generator @ Wells	1,558.31
51574302	97862	2/19/2015	FLORENCE TRUE VALUE HARDWARE	215338	1/22/2015	Emergency Main St Duct tape and Black Sheeting	36.69
51574302	97862	2/19/2015	FLORENCE TRUE VALUE HARDWARE	215450	1/28/2015	Keys for new office	31.39
51574302	97885	2/19/2015	THE WATER SHED	5087	8/25/2014	Water & Ice for Utility department	23.87
51574302	97885	2/19/2015	THE WATER SHED	631827	2/2/2015	Water & Ice for Utility department	14.82
51574302	97915	2/24/2015	FLORENCE TRUE VALUE HARDWARE	215448	1/28/2015	32 oz. Premixed 50:1 Fuel/Oil	36.52
51574302	921932	2/17/2015	HOME DEPOT CREDIT SERVICES	01312015 STMT	1/21/2015	Moving supplies & power strips for new Utilities office	24.18
51574304	97682	2/5/2015	Cintas Corporation Lock 696	696786772	1/16/2015	Weekly fee for uniforms and mats for Utility Dept.1/16/15	9.20
51574304	97682	2/5/2015	Cintas Corporation Lock 696	696788961	1/23/2015	Weekly fee for uniforms and mats for Utility Dept. 1/23/15	9.20
51574304	97820	2/17/2015	Cintas Corporation Lock 696	696791183	1/30/2015	Weekly fee for uniforms and mats for Utility Dept. 1/30/15	9.20
51574304	97820	2/17/2015	Cintas Corporation Lock 696	696793387	2/6/2015	Weekly fee for uniforms and mats for Utility Dept. 2/06/15	9.20
51574304	97953	2/25/2015	Cintas Corporation Lock 696	696795605	2/13/2015	Weekly fee for uniforms and mats for Utility Dept. 2/13/15	8.11
51574310	97987	2/25/2015	DPC ENTERPRISES, L.P.	272000082-15	2/5/2015	5-150 lb. CL2 cylinders for Wells	433.16
51574312	97664	2/5/2015	ARIZONA GLOVE & SAFETY	7354843	1/14/2015	Safety Equip: Saranex Suit, Full Mask, Respirators, Gloves	683.84

51574312	97664	2/5/2015	ARIZONA GLOVE & SAFETY	7355395	1/21/2015	Safety: Rack to hang the MSDS binder downstairs	51.01
51574312	97894	2/24/2015	ARIZONA GLOVE & SAFETY	7357314	2/11/2015	Re-stock First Aid Kit for Utilities.	24.85
51574313	97806	2/11/2015	OFFICE DEPOT INC	748254697-001	1/12/2015	Safety Training: Projector for safety training	231.59
51574320	97699	2/5/2015	Farnsworth Wholesale Company	S2416394001	11/25/2014	20- 5/8x3/4" Positive Displacement meters"	1,020.87
51574320	97699	2/5/2015	Farnsworth Wholesale Company	S2426057001	12/18/2014	1 ea. 6 x 24" swivel Fire Hydrant offset grade lock and parts	492.44
51574320	97699	2/5/2015	Farnsworth Wholesale Company	S2428014001	1/6/2015	Credit return of part 6GLOMJE24	(420.80)
51574320	97699	2/5/2015	Farnsworth Wholesale Company	S2428870001	1/15/2015	6 x 24" swivel purchase of replacement part for FHEXT24-IS	684.54
51574320	97701	2/5/2015	FLORENCE TRUE VALUE HARDWARE	215335	1/22/2015	Concrete for Main Street repairs	82.18
51574320	97775	2/5/2015	VERMEER SALES SOUTHWEST, INC.	149514	1/7/2015	Emergency parts: Hand Wheel, Gasket, Pressure Plate etc.	52.51
51574320	97802	2/11/2015	Farnsworth Wholesale Company	S2417739001	11/25/2014	Emergency: 16 valve box top	211.49
51574320	97802	2/11/2015	Farnsworth Wholesale Company	S2419101001	11/30/2014	Finance Charge	23.62
51574320	97802	2/11/2015	Farnsworth Wholesale Company	S2428017001	12/22/2014	FHEXT12-US Mueller Fire Hydrant and soil pipe	675.48
51574320	97802	2/11/2015	Farnsworth Wholesale Company	S2428017002	2/2/2015	Credit return of part 6GLOMJE24FHEXT12-US	(539.00)
51574320	97802	2/11/2015	Farnsworth Wholesale Company	S2431210001	12/31/2014	Finance Charge	53.01
51574320	97802	2/11/2015	Farnsworth Wholesale Company	S2433786001	1/28/2015	Parts for repairs at Bus Barn	625.20
51574320	97802	2/11/2015	Farnsworth Wholesale Company	S2438112001	1/21/2015	Emergency purchase Lancaster: 8 sleeves	350.36
51574320	97802	2/11/2015	Farnsworth Wholesale Company	S2438268001	1/21/2015	Lancaster: 8 Class Gasketed PVC water pipe 20"	350.36
51574320	97802	2/11/2015	Farnsworth Wholesale Company	S2443373001	1/28/2015	1/28 Mueller super cent. Hydrant repair kit (FHMUETRkit)	183.90
51574320	97802	2/11/2015	Farnsworth Wholesale Company	S2445110001	1/31/2015	Finance Charge	67.95
51574320	97878	2/19/2015	Pipeline Services	16287	1/29/2015	Instavalve for Bailey Street Line	4,600.00
51574320	97878	2/19/2015	Pipeline Services	16288	1/29/2015	10 Hydra Stop Inst Valve- Near Prison Area- Pinal Pkwy	6,915.00
51574320	97912	2/24/2015	Farnsworth Wholesale Company	S2444399001	2/2/2015	Emergency Water line repair	391.71
51574320	97988	2/25/2015	Farnsworth Wholesale Company	S2449701001	2/11/2015	16th & Central (2/10/15) 3" & 4" coupler	245.22
51574403	97886	2/19/2015	Timothy, Wainscott	99476898	2/12/2015	Reimburse for ADEQ Operator Exam Water Treatment	43.50
51574403	97892	2/19/2015	WILLIAM MARTELL	98049012	2/17/2015	Reimbursement for ADEQ Exam Water Treatment Grade 1	43.50
51574403	921932	2/17/2015	AZ Environmental Strategic Alliance	01312015 STMT	1/7/2015	Training seminar fee for Utility Superintendent	20.00
51574403	921932	2/17/2015	AZ Environmental Strategic Alliance	01312015 STMT	1/7/2015	Training seminar fee for Administrative Assistant	20.00
51581507	97662	2/5/2015	Apache Underground & Excavating	1	2/2/2015	CIP WU-73 Bailey St & 12th St Water Line extension	54,575.00
51581507	97674	2/5/2015	Business Systems Connection	67682	11/24/2014	CIP WU-26: Hardware for SCADA water tie in project.	385.00
51581507	97674	2/5/2015	Business Systems Connection	68294	1/6/2015	CIP WU-26: Hardware for SCADA water tie in project.	177.00
51581507	97674	2/5/2015	Business Systems Connection	68294	1/6/2015	CIP WU-34: Hardware for SCADA water tie in project.	572.00
51581507	97697	2/5/2015	EPS GROUP	13-3302-7	1/22/2015	CIP U-74 Waterline SR 79 Caliente to Vista Hermosa	12,987.15
51581507	97699	2/5/2015	Farnsworth Wholesale Company	S2387331002	11/25/2014	CIP WU-30 Hydrant Replacement Project	1,667.71
51581507	97724	2/5/2015	KingKogan Custom Construction	1/4/2015	1/4/2015	CIP WU-64: Rigging & Labor to install stiff arm on Antenna	1,040.00
51581507	97748	2/5/2015	RIPPLE INDUSTRIES	1542	1/22/2015	CIP WU-64 Install SCADA equip. @ well sites & reservoirs	66,050.00
51581507	97748	2/5/2015	RIPPLE INDUSTRIES	1543	1/22/2015	CIP WU-64 Purchase of Software, Modem, installation	5,762.00
51581507	97748	2/5/2015	RIPPLE INDUSTRIES	1544	1/22/2015	CIP WU-64 Purchase of Software, Modem, installation	8,550.00
51581507	97762	2/5/2015	Sunrise Engineering, Inc.	75827	1/7/2015	Prof. Serv. thru 12/27 CIP WU-73 Bailey St Water line	1,887.85
51581507	97787	2/9/2015	WATER WORKS ENGINEERS, LLC	4152	10/14/2014	Task4.2 N Tank & BPS ATC permitting fees	4,000.00
51581507	97787	2/9/2015	WATER WORKS ENGINEERS, LLC	4218	1/6/2015	Task 3.1 CIP U-34 Well 3B Construction	10,162.50
51581507	97787	2/9/2015	WATER WORKS ENGINEERS, LLC	4218	1/6/2015	Task 4.2 CIP U-26 North Reservoir Upgrades CM	363.01
51581507	97787	2/9/2015	WATER WORKS ENGINEERS, LLC	4285	12/1/2014	CIP U-34 Well 3B Construction	6,464.52
51581507	97787	2/9/2015	WATER WORKS ENGINEERS, LLC	4285	12/1/2014	Task 4.1 North Reservoir Upgrades Design	34.11

51581507	97787	2/9/2015	WATER WORKS ENGINEERS, LLC	4285	12/1/2014	Task 4.2 North Reservoir Upgrades CM	3,947.32
51581507	97883	2/19/2015	Sun Western Contractors Inc.	6	12/31/2014	CIP WU-34 Well 3B Improvements	186,842.14
51581507	97995	2/25/2015	Sun Western Contractors Inc.	7	1/31/2015	CIP WU-34 Well 3B Improvements	111,843.52

Sewer Utility Services

52277000	97906	2/24/2015	Currier Construction, Inc.	5	11/14/2014	Retainage for invoice #5	(10,236.88)
52575201	97680	2/5/2015	CENTURYLINK	VARIOUS 2/15	1/16/2015	N Plant-2394	49.65
52575201	97774	2/5/2015	Verizon Wireless	93737580768	12/21/2014	Cell phones	205.31
52575201	97774	2/5/2015	Verizon Wireless	9739286227	1/21/2015	Cell phones	205.67
52575207	97747	2/5/2015	Ricoh USA, Inc.	5034175730	1/14/2015	Monthly billing for copier - Base charge 1/14/15 to 2/13/15	30.15
52575207	97971	2/25/2015	Ricoh USA, Inc.	5034623883	2/12/2015	Monthly billing for copier-Base Charge: 2/14/15-3/13/15	30.15
52575208	97994	2/25/2015	Siemens Industry Inc.	5567966352	2/12/2015	Controller Replacement (Remote Transmitter-Flowmeter)	1,454.09
52575211	97825	2/17/2015	GRAINGER, INC.	9650242168	1/26/2015	SWWTP Metering Pump for the UV Turbidity	273.41
52575211	97825	2/17/2015	GRAINGER, INC.	9650242176	1/26/2015	SWWTP Metering Pump for Press	348.29
52575211	97893	2/24/2015	A.C. Sanitation Service, LLC	79621-106	2/6/2015	Landfill fees for January 2015 Bio-solid Waste Removal	11,127.19
52575211	97915	2/24/2015	FLORENCE TRUE VALUE HARDWARE	215578	2/4/2015	Emergency: poly pump tube fittings	24.06
52575211	97915	2/24/2015	FLORENCE TRUE VALUE HARDWARE	215585	2/5/2015	Emergency: parts to hook up Cl2 line.	11.98
52575211	97972	2/25/2015	RIPPLE INDUSTRIES	1545	1/29/2015	Diagnostics of failed turbidity meter	315.00
52575217	97679	2/5/2015	CASA GRANDE COURIER, INC.	926	1/16/2015	Courier fees December 2014 SWWTP	1,108.00
52575217	97690	2/5/2015	DESERT BORING AND EXCAVATION	7149	1/8/2015	Emergency excavation at court house sewer break	375.00
52575217	97743	2/5/2015	Pro-Tec Environmental, Inc.	14102303	10/23/2014	Clean Post EQ Basin @ SWWTP	2,943.75
52575217	97759	2/5/2015	smartschoolsplus, inc dba	517-029	2/3/2015	John Mitchell Contract	2,897.65
52575217	97778		Void			Voided Check	-
52575217	97787	2/9/2015	WATER WORKS ENGINEERS, LLC	4218	1/6/2015	Task 1.1- W/WW-ADEQ Regulatory Reporting Assistance	524.44
52575217	97787	2/9/2015	WATER WORKS ENGINEERS, LLC	4218	1/6/2015	Task 1.2- Regulatory Support	1,891.94
52575217	97787	2/9/2015	WATER WORKS ENGINEERS, LLC	4285	12/1/2014	Task 1.1- W/WW-ADEQ Regulatory Reporting Assistance	138.69
52575217	97787	2/9/2015	WATER WORKS ENGINEERS, LLC	4285	12/1/2014	Task 1.2- Regulatory Support	865.68
52575217	97805	2/11/2015	Legend Technical Svcs., Inc.	1500107	12/31/2014	Analytical Testing for SWWTP December 2014	2,801.20
52575217	97925	2/24/2015	Legend Technical Svcs., Inc.	1501462	1/31/2015	Analytical Testing - January 2015 for SWWTP	8,219.60
52575217	97984		Void			Voided Check	-
52575301	97806	2/11/2015	OFFICE DEPOT INC	748311819-001	1/9/2015	Office Supplies: Tabs for files.	17.28
52575301	97806	2/11/2015	OFFICE DEPOT INC	748402951-001	1/9/2015	Office Supplies/Operating Supplies: Journals for Daily logs	21.10
52575301	97806	2/11/2015	OFFICE DEPOT INC	748402952-001	1/9/2015	Office Supplies/Operating Supplies: Journals for Daily logs	21.10
52575301	97806	2/11/2015	OFFICE DEPOT INC	749236842-001	1/8/2015	Office Supplies: Binders for SWWTP & NWWTP	15.40
52575301	97992	2/25/2015	OFFICE DEPOT INC	754808550-001	2/10/2015	Office Supplies: 2 sets of Book ends	6.22
52575301	97992	2/25/2015	OFFICE DEPOT INC	7548134296-001	2/10/2015	Office Supplies: Binders for Legends reporting, etc.	11.93
52575302	97708	2/5/2015	HACH COMPANY	9189149	1/9/2015	Lab supplies: both plants Reagent, etc.	551.08
52575302	97768	2/5/2015	THE WATER SHED	631892	1/26/2015	Water & Ice for Utility department	6.79
52575302	97815	2/17/2015	Capital One Commercial	36417	1/20/2015	Costco - Restock supplies, coffee, creamer, sugar, kleenex	37.56
52575302	97885	2/19/2015	THE WATER SHED	5087	8/25/2014	Water & Ice for Utility department	11.93
52575302	97885	2/19/2015	THE WATER SHED	631827	2/2/2015	Water & Ice for Utility department	7.40
52575302	97915	2/24/2015	FLORENCE TRUE VALUE HARDWARE	215643	2/9/2015	Weed Killer for the plants.	195.40
52575302	921932	2/17/2015	HOME DEPOT CREDIT SERVICES	01312015 STMT	1/21/2015	Moving supplies & power strips for new Utilities office	24.19

52575304	97682	2/5/2015	Cintas Corporation Lock 696	696786772	1/16/2015	Weekly fee for uniforms and mats for Utility Dept.	1/16/15	10.17
52575304	97682	2/5/2015	Cintas Corporation Lock 696	696788961	1/23/2015	Weekly fee for uniforms and mats for Utility Dept.	1/23/15	10.17
52575304	97820	2/17/2015	Cintas Corporation Lock 696	696791183	1/30/2015	Weekly fee for uniforms and mats for Utility Dept.	1/30/15	10.17
52575304	97820	2/17/2015	Cintas Corporation Lock 696	696793387	2/6/2015	Weekly fee for uniforms and mats for Utility Dept.	2/06/15	10.17
52575304	97953	2/25/2015	Cintas Corporation Lock 696	696795605	2/13/2015	Weekly fee for uniforms and mats for Utility Dept.	2/13/15	9.63
52575310	97710	2/5/2015	HILL BROTHERS CHEMICAL CO,	5081511	1/8/2015	16 drums of sodium bisulfate for both Plants		3,029.40
52575310	97823	2/17/2015	DPC ENTERPRISES, L.P.	272000014-15	1/8/2015	2 ton CL2 for SWWTP		1,310.40
52575310	97882	2/19/2015	SOLENIS LLC	130941575	2/2/2015	Polymer for belt press at both WWTPs.		2,886.00
52575312	97664	2/5/2015	ARIZONA GLOVE & SAFETY	7354843	1/14/2015	Safety Equip: Saranex Suit, Full Mask, Respirators, Gloves		341.92
52575312	97894	2/24/2015	ARIZONA GLOVE & SAFETY	7357314	2/11/2015	Re-stock First Aid Kit for Utilities.		24.85
52575403	97866	2/19/2015	JUSTIN SCOTT	REIM-12915	2/11/2015	Reimburse for ADEQ Operator Exam Water Treatment		43.50
52575403	97866	2/19/2015	JUSTIN SCOTT	REIM-21015	2/11/2015	Reimburse for ADEQ Operator Exam Water Treatment		43.50
52575403	97886	2/19/2015	Timothy, Wainscott	99476898	2/12/2015	Reimburse for ADEQ Operator Exam Water Treatment		21.75
52575403	97892	2/19/2015	WILLIAM MARTELL	98049012	2/17/2015	Reimbursement for ADEQ Exam Water Treatment Grade 1		21.75
52575403	921932	2/17/2015	AZ Environmental Strategic Alliance	01312015 STMT	1/7/2015	Training seminar fee for Utility Superintendent		10.00
52575403	921932	2/17/2015	AZ Environmental Strategic Alliance	01312015 STMT	1/7/2015	Training seminar fee for Administrative Assistant		10.00
52576201	98005	2/27/2015	CENTURYLINK	2/15VARIOUS	2/26/2015	N/WW-2394		49.65
52576207	97747	2/5/2015	Ricoh USA, Inc.	5034175730	1/14/2015	Monthly billing for copier - Base charge 1/14/15 to 2/13/15		30.15
52576207	97971	2/25/2015	Ricoh USA, Inc.	5034623883	2/12/2015	Monthly billing for copier-Base Charge: 2/14/15-3/13/15		30.15
52576208	97701	2/5/2015	FLORENCE TRUE VALUE HARDWARE	215050	1/7/2015	Emergency parts for water leak repair. NWWTP		0.37
52576211	97677	2/5/2015	Casa Gande Pumping Svc., Inc	8926	1/7/2015	Sludge Hauling from N to S Plant		2,300.00
52576211	97677	2/5/2015	Casa Gande Pumping Svc., Inc	8954	12/22/2014	Sludge Hauling from N to S Plant		2,300.00
52576211	97701	2/5/2015	FLORENCE TRUE VALUE HARDWARE	215038	1/7/2015	Kitchen Faucet w/Sprayer for NWWTP		73.81
52576211	97701	2/5/2015	FLORENCE TRUE VALUE HARDWARE	215100	1/9/2015	Paint for NWWTP to fulfill ADEQ request.		32.25
52576211	97701	2/5/2015	FLORENCE TRUE VALUE HARDWARE	215275	1/20/2015	Emergency parts : Fuse for NWWTP		7.22
52576211	97701	2/5/2015	FLORENCE TRUE VALUE HARDWARE	215284	1/20/2015	Emergency parts : Fuse for NWWTP		7.22
52576211	97701	2/5/2015	FLORENCE TRUE VALUE HARDWARE	215303	1/21/2015	Emergency parts for repairs. NWWTP		18.89
52576211	97707	2/5/2015	GRAINGER, INC.	9647481267	1/22/2015	NWWTP Influent Screen Switches		367.32
52576211	97816	2/17/2015	Casa Gande Pumping Svc., Inc	9031	2/4/2015	Sludge Hauling from N to S Plant NTE \$2500		2,300.00
52576211	97825	2/17/2015	GRAINGER, INC.	9656829315	2/3/2015	NWWTP- Decant Submersible Dewatering Pump		428.97
52576211	97862	2/19/2015	FLORENCE TRUE VALUE HARDWARE	215329	1/22/2015	Emergency parts for Decanter Pump NWWTP		4.95
52576211	97902	2/24/2015	Casa Gande Pumping Svc., Inc	9029	1/22/2015	Sludge hauling-8 loads		2,300.00
52576211	97915	2/24/2015	FLORENCE TRUE VALUE HARDWARE	215609	2/6/2015	Emergency: repairs at NWWTP Caulk, clamp.		7.67
52576215	97665	2/5/2015	ARIZONA PUBLIC SERVICE	15-Jan	1/8/2015	ELECTRIC		21,981.85
52576215	97848	2/19/2015	BIA	15-Feb	2/2/2015	21241-electric		3,423.28
52576215	97895	2/24/2015	ARIZONA PUBLIC SERVICE	15-Feb	2/3/2015	ELECTRIC		21,094.64
52576217	97679	2/5/2015	CASA GRANDE COURIER, INC.	926	1/16/2015	Courier fees December 2014 NWWTP		1,108.00
52576217	97762	2/5/2015	Sunrise Engineering, Inc.	75365	12/4/2014	NWWTP Access Easement Legal Description & Exhibit		1,000.00
52576217	97787	2/9/2015	WATER WORKS ENGINEERS, LLC	4218	1/6/2015	Task 1.1- W/WW-ADEQ Regulatory Reporting Assistance		524.44
52576217	97787	2/9/2015	WATER WORKS ENGINEERS, LLC	4218	1/6/2015	Task 1.2- Regulatory Support		1,891.94
52576217	97787	2/9/2015	WATER WORKS ENGINEERS, LLC	4285	12/1/2014	Task 1.1- W/WW-ADEQ Regulatory Reporting Assistance		138.69
52576217	97787	2/9/2015	WATER WORKS ENGINEERS, LLC	4285	12/1/2014	Task 1.2- Regulatory Support		865.68
52576217	97805	2/11/2015	Legend Technical Svcs., Inc.	1500106	12/31/2014	Analytical Testing for NWWTP December 2014		1,222.00

52576217	97925	2/24/2015	Legend Technical Svcs., Inc.	1501461	1/31/2015	Analytical Testing - January 2015 for NWWTP	996.00
52576301	97806	2/11/2015	OFFICE DEPOT INC	748402849-001	1/9/2015	Office Supplies/Operating Supplies: Journals for Daily logs	48.00
52576301	97806	2/11/2015	OFFICE DEPOT INC	749236842-001	1/8/2015	Office Supplies: Binders for SWWTP & NWWTP	15.40
52576301	97992	2/25/2015	OFFICE DEPOT INC	754808550-001	2/10/2015	Office Supplies: 2 sets of Book ends	6.22
52576301	97992	2/25/2015	OFFICE DEPOT INC	7548134296-001	2/10/2015	Office Supplies: Binders for Legends reporting, etc.	11.93
52576302	97708	2/5/2015	HACH COMPANY	9189149	1/9/2015	Lab supplies: both plants Reagent, etc.	1.09
52576302	97708	2/5/2015	HACH COMPANY	9191126	1/12/2015	Lab supplies: both plants Reagent, etc.	327.40
52576302	97708	2/5/2015	HACH COMPANY	9197687	1/15/2015	Lab supplies: both plants Reagent, etc.	222.58
52576302	97768	2/5/2015	THE WATER SHED	631892	1/26/2015	Water & Ice for Utility department	6.79
52576302	97815	2/17/2015	Capital One Commercial	36417	1/20/2015	Costco - Restock supplies, coffee, creamer, sugar, kleenex	37.56
52576302	97885	2/19/2015	THE WATER SHED	5087	8/25/2014	Water & Ice for Utility department	11.93
52576302	97915	2/24/2015	FLORENCE TRUE VALUE HARDWARE	215643	2/9/2015	Weed Killer for the plants.	195.40
52576304	97682	2/5/2015	Cintas Corporation Lock 696	696786772	1/16/2015	Weekly fee for uniforms and mats for Utility Dept.1/16/15	10.17
52576304	97682	2/5/2015	Cintas Corporation Lock 696	696788961	1/23/2015	Weekly fee for uniforms and mats for Utility Dept. 1/23/15	10.17
52576304	97820	2/17/2015	Cintas Corporation Lock 696	696791183	1/30/2015	Weekly fee for uniforms and mats for PW Dept.	10.17
52576304	97820	2/17/2015	Cintas Corporation Lock 696	696793387	2/6/2015	Weekly fee for uniforms and mats for Utility Dept. 2/06/15	10.17
52576304	97953	2/25/2015	Cintas Corporation Lock 696	696795605	2/13/2015	Weekly fee for uniforms and mats for Utility Dept. 2/13/15	9.63
52576310	97694	2/5/2015	DPC ENTERPRISES, L.P.	2725000036-15	1/15/2015	10-150 lb. CL2 cylinders for NWWTP	873.60
52576310	97882	2/19/2015	SOLENIS LLC	130941575	2/2/2015	Polymer for belt press at both WWTPs.	1,452.20
52576310	97987	2/25/2015	DPC ENTERPRISES, L.P.	272000082-15	2/5/2015	10-150 lb. CL2 cylinders for NWWTP	866.32
52576312	97664	2/5/2015	ARIZONA GLOVE & SAFETY	7354843	1/14/2015	Safety Equip: Saranex Suit, Full Mask, Respirators, Gloves	341.92
52576313	97806	2/11/2015	OFFICE DEPOT INC	748254697-001	1/12/2015	Safety Training: Projector for safety training.	231.60
52576320	97885	2/19/2015	THE WATER SHED	631827	2/2/2015	Water & Ice for Utility department	7.40
52576320	97903	2/24/2015	CHEMICAL FEEDING TECHNOLOGIES	33188	11/25/2014	Low Pressure Ejector and Nozzle for NWWTP	529.43
52576320	97915	2/24/2015	FLORENCE TRUE VALUE HARDWARE	215598	2/5/2015	SWWTP: Chemical line 200 ft.	91.44
52576403	97866	2/19/2015	JUSTIN SCOTT	21015-REIM	2/11/2015	Reimburse for ADEQ Operator Exam Water Treatment	43.50
52576403	97866	2/19/2015	JUSTIN SCOTT	REIM-21015	2/11/2015	Reimburse for ADEQ Operator Exam Water Treatment	43.50
52576403	97886	2/19/2015	Timothy, Wainscott	99476898	2/12/2015	Reimburse for ADEQ Operator Exam Water Treatment	21.75
52576403	97892	2/19/2015	WILLIAM MARTELL	98049012	2/17/2015	Reimbursement for ADEQ Exam Water Treatment Grade 1	21.75
52576403	921932	2/17/2015	AZ Environmental Strategic Alliance	01312015 STMT	1/7/2015	Training seminar fee for Utility Superintendent	10.00
52576403	921932	2/17/2015	AZ Environmental Strategic Alliance	01312015 STMT	1/7/2015	Training seminar fee for Administrative Assistant	10.00
52581501	97787	2/9/2015	WATER WORKS ENGINEERS, LLC	4218	1/6/2015	Task 2.2 CIP U-83 SWWTP Admin Building	3,535.00
52581501	97787	2/9/2015	WATER WORKS ENGINEERS, LLC	4285	12/1/2014	Task 2.2 CIP U-83 SWWTP Admin Building	7,302.00
52581507	97787	2/9/2015	WATER WORKS ENGINEERS, LLC	4218	1/6/2015	Task 2.1 CIP U-83 SWWTP Chlorine System/EPS	11,372.00
52581507	97787	2/9/2015	WATER WORKS ENGINEERS, LLC	4218	1/6/2015	Task 6.1 CIP U-08 SWWTP & Filters Project Management	1,190.00
52581507	97787	2/9/2015	WATER WORKS ENGINEERS, LLC	4218	1/6/2015	Task 6.2 CIP U-08 SWWTP & Master Plan & Prelim Design	2,482.00
52581507	97787	2/9/2015	WATER WORKS ENGINEERS, LLC	4218	1/6/2015	Task 6.3 CIP U-08 SWWTP & Const Docs (Filtration System)	6,254.00
52581507	97787	2/9/2015	WATER WORKS ENGINEERS, LLC	4285	12/1/2014	Task 2.1 CIP U-83 SWWTP Chlorine System/EPS	16,184.50
52581507	97787	2/9/2015	WATER WORKS ENGINEERS, LLC	4285	12/1/2014	Task 6.2 CIP U-08 SWWTP Master Plan & Prelim Design	184.31
52581507	97787	2/9/2015	WATER WORKS ENGINEERS, LLC	4285	12/1/2014	Task 6.3 CIP U-08 SWWTP & Filters Const Docs	2,265.50
52581507	97906	2/24/2015	Currier Construction, Inc.	5	2/6/2015	SWWTP: Reuse Pump Station & CL2 Facility Upgrade	204,737.63

Sanitation Services

53219000	97798	2/11/2015	TEMPORARY VENDOR	704532	2/6/2015	Refund Sanitation deposit	51.00
53219000	97800	2/11/2015	TEMPORARY VENDOR	707040	1/26/2015	Refund Sanitation deposit	58.00
53219000	97842	2/19/2015	TEMPORARY VENDOR	702391	2/13/2015	Refund Sanitation deposit	75.00
53219000	97864	2/19/2015	TEMPORARY VENDOR	708981	2/13/2015	Refund Sanitation deposit	75.00
53219000	97867	2/19/2015	TEMPORARY VENDOR	711921	2/13/2015	Refund Sanitation deposit	75.00
53219000	97870	2/19/2015	TEMPORARY VENDOR	703541	2/12/2015	Refund Sanitation deposit	49.50
53219000	97872	2/19/2015	TEMPORARY VENDOR	708571	2/13/2015	Refund Sanitation deposit	75.00
53371453	97713	2/5/2015	TEMPORARY VENDOR	713500	1/22/2015	Overpayment on paid off account	8.50
53371453	97991	2/25/2015	TEMPORARY VENDOR	7035410P	2/24/2015	Overpayment	17.00
53371453	98008	2/27/2015	TEMPORARY VENDOR	4230070P	2/24/2015	Overpayment	8.50
53571217	97880	2/19/2015	RIGHT AWAY DISPOSAL	951286	2/1/2015	RAD SANIATION CONTRACT Residential	43,090.31
53571217	97935	2/24/2015	RIGHT AWAY DISPOSAL	953005	2/1/2015	RAD BILLING FOR INDUSTRIAL	7,417.00
53571230	97819	2/17/2015	Central Az Solid Waste Inc	TOF-1411	11/30/2014	Landfill Disposal Fees Nov. 2014 Inv. TOF 14.11	3,889.77
53571230	97819	2/17/2015	Central Az Solid Waste Inc	TOF-1412	12/31/2014	Landfill Disposal Fees Dec. 2014 Inv. TOF 14.12	3,157.34
53571230	97854	2/19/2015	Central Az Solid Waste Inc	TOF-1501	1/31/2015	Landfill Disposal Fees	4,706.39
53571301	97875	2/19/2015	OFFICE DEPOT INC	747582032-001	12/30/2014	Restock supplies- ink, pens, clips, creamer	92.00
53571304	97856	2/19/2015	Cintas Corporation Lock 696	696793386	2/6/2015	Weekly fee for uniforms and mats for PW Dept.	3.03
53571304	97904	2/24/2015	Cintas Corporation Lock 696	696788960	1/23/2015	Weekly fee for uniforms and mats for PW Dept.	3.03
53571304	97904	2/24/2015	Cintas Corporation Lock 696	696791182	1/30/2015	Weekly fee for uniforms and mats for PW Dept.	3.03

Grants

250509312	97653	2/3/2015	UNIVERSAL POLICE SUPPLY INC	17520/170910	1/14/2015	Bulletproof vest W Hunter	945.88
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SLIDs

300506215	97942	2/25/2015	Arizona Public Service Company	454526287	2/5/2015	SLID #1-Merrill Ranch	2,004.50
300506215	97942	2/25/2015	Arizona Public Service Company	AR0480004416	2/20/2015	SLID #1 Anthem	176.26
301506215	97942	2/25/2015	Arizona Public Service Company	521526288.1	2/5/2015	SLID #2 Merrill Ranch	2,344.69
301506215	97942	2/25/2015	Arizona Public Service Company	AR0480004416	2/20/2015	SLID #2 Anthem	45.98
302506215	97942	2/25/2015	Arizona Public Service Company	915626281.1	2/5/2015	SLID #3 Merrill Ranch	596.98
302506215	97942	2/25/2015	Arizona Public Service Company	AR0480004416	2/20/2015	SLID #3 Anthem	240.12

Fire Impact Fees

509506501	97905	2/24/2015	CORE CONSTRUCTION INC	03-02-001-8	11/30/2014	AUA #5 & #6 for final payment	4,871.00
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CFDs

921160000	97844	2/19/2015	TEMPORARY VENDOR	!12901049 ASSES	2/10/2015	Overpayment	17.00
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Total Warrants	2,615,896.71
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TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 10a.

MEETING DATE: April 6, 2015

DEPARTMENT: Administration

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

SUBJECT: Ordinance No. 626-15: Title III, Administration,
Section 30.23 Special Meetings and Section
30.25 Order of Business

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

RECOMMENDED MOTION/ACTION:

Adoption of Ordinance No. 626-15: 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.

BACKGROUND/DISCUSSION:

The Town Council held a work session to discuss the Administrative Chapter of the Town Code. At that meeting, Council requested that staff prepare an ordinance changing the invocation to a moment of silence and allowing two members of Council to call a Special Meeting.

This ordinance is tied to the Rules of Procedure as well as the Invocation Policy, all of which will be effective May 1, 2015. This is to codify both the Rules with the Code. Staff has made the adjustment to the agendas, per the Council's request.

The first reading was held on March 16, 2015.

FINANCIAL IMPACT:

There is no fiscal impact based on the adoption of Ordinance 626-15.

STAFF RECOMMENDATION:

Adoption of Ordinance No. 626-15

ATTACHMENTS:

Ordinance No. 626-15

ORDINANCE NO. 626-15

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.

WHEREAS, the Town Council held a work session to discuss the Administration Section of the Town Code; and

WHEREAS, The Town Council of the Town of Florence desires the Code to be a reflection of current operations and regulations.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Town Council of the Town of Florence, Arizona, that Title III, Administration be amended by striking Section 30.23 and Section 30.25 and inserting the following new sections in its place.

§ 30.23 SPECIAL MEETINGS.

- (A) The Mayor or the Town Manager, or at the request of two Council members, may call a special meeting of the Town Council for a time not earlier than 24 hours after the later of:
- (1) The notice being given to all Council Members; or
 - (2) The agenda being posted, except in the case of an actual emergency. In the event of an actual emergency, such notice as is practicable under the circumstances shall be given. Notice of all the Town Council meetings must be made pursuant to state law.
- (B) Special meetings are held for the purpose of presentation, discussion, citizens comment or action of the Town Council on issues deemed necessary to further the business of the town.

§ 30.25 ORDER OF BUSINESS.

The business of the Council shall be taken for consideration and disposition in the following order.

- (A) Call to Order. The Mayor shall take the chair precisely at the hour appointed for the meeting and shall immediately call the Council to order. In the absence of the Mayor, the Vice Mayor shall call the Council to order. In the absence of both the Mayor and Vice Mayor, the Town Clerk shall call the Council to order and an acting Mayor shall be selected to chair the meeting. Upon the arrival of the Mayor or the Vice Mayor, The Vice Mayor or acting Mayor shall immediately relinquish the chair upon the conclusion of the business immediately before the Council. The Mayor shall preserve

order and decorum, decide all questions of order and conduct of the meeting, using as a guideline only the parliamentary rules contained in Town's adopted Rules of order, or Robert's Rules of Order, or the Town of Florence council Rules of Procedure. Strict adherence to Robert's Rules of Order is not necessary.

(B) Roll Call. Before proceeding with the business of the Council, the Town Clerk, of his or her deputy, shall call the roll of the members, and the names of those present shall be entered in the minutes. If a quorum is not present, the members present must adjourn.

(C) Moment of Silence.

(D) Pledge of Allegiance.

(E) Call to the public. Oral comments or suggestions from the citizens of the town who are present at Council meetings and wish to comment on issues before the Council involving the establishment of policies, procedures, programs, the expenditure of public funds and acquisition, use and maintenance of public facilities and improvements, shall be heard by the Council. All remarks shall be addressed to the Council as a whole and shall be limited to three minutes per person, unless additional time is granted by the Mayor or by consensus of the Council. No person other than the individual recognized by the Council shall be allowed to speak either in person or by proxy through the reading of written documents. However, the Council shall receive and later consider, at its discretion, any and all written petitions or communications which any member of the public wishes to present to it. At the conclusion of all public comments, the Mayor or any Council member may:

(1) Respond to citizen criticism;

(2) Ask staff to review the matter;

(3) Ask the matter be placed on a future Council agenda; and

(4) Thank the individual for his or her comments.

(F) Public Hearings/Presentations

(G) Consent Agenda. Routine matters requiring Council approval, but which do not require discussion, may be approved during the portion of the meeting by one all-encompassing motion, provided however, that any item may be removed from the consent agenda and shall be separately heard at the start of the unfinished or new business agenda. If any member of the Council or public requests.

(H) Unfinished Business. The Council shall consider any business that has been previously considered and which is still unfinished.

(I) New Business. The Council shall consider any business not heretofore considered, including introduction of ordinances.

(J) Reports by Officers. Municipal officials and committees shall present any report required by the Council.

(K) Call to the public. Oral comments or suggestions from the citizens of the town who are present at Council meetings and wish to comment on issues within the jurisdiction of the Town Council, shall be heard by the Council. All remarks shall be addressed to the Council as a whole and shall be limited to three minutes per person, unless additional time is granted by the Mayor or by consensus of the Council. No person other than the individual recognized by the Council shall be allowed to speak either in person or by proxy through the reading of written documents. However, the Council shall receive and later consider, at its discretion, any and all written petitions or communications which any member of the public wishes to present to it. At the conclusion of all public comments, the Mayor or any Council member may:

- (1) Respond to citizen criticism;
- (2) Ask staff to review the matter;
- (3) Ask the matter be placed on a future Council agenda; and
- (4) Thank the individual for his or her comments.

(L) Call to the Council. Oral comments or suggestions from individual Council members reading items or staff action will be allowed at this time. This is not intended to allow discussion or action on any item, but merely to provide the Council a chance to express its opinions regarding the need for future action by Council or staff.

PASSED AND ADOPTED by a majority vote of the Mayor and Town Council of the Town of Florence, Arizona, this 6th day of April 2015.

Tom J. Rankin, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 10b.

MEETING DATE: April 6, 2015

DEPARTMENT: Administration

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

SUBJECT: Ordinance No. 628-15: Administration,
Section 32 Town Organizations

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

RECOMMENDED MOTION/ACTION:

Adoption of Ordinance No. 628-15: AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING SECTIONS OF CHAPTER 32: TOWN ORGANIZATIONS.

BACKGROUND/DISCUSSION:

The Town Council held a work session to discuss the Administrative Chapter of the Town Code. At that meeting, Council requested that staff prepare and making the following changes:

- Adds 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.

The first reading was held on March 16, 2015.

FINANCIAL IMPACT:

There is no fiscal impact based on the adoption of Ordinance 628-15.

STAFF RECOMMENDATION:

Adoption of Ordinance No. 628-15

ATTACHMENTS:

Ordinance No. 628-15

ORDINANCE NO. 628-15

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA AMENDING SECTIONS OF CHAPTER 32: TOWN ORGANIZATIONS.

WHEREAS, it has been brought to the attention of the Town Council of the Town of Florence, that the current Town Organization Code is outdated; and

WHEREAS, The Town Council of the Town of Florence desire the Code to be a reflection of current operations and regulations.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Town Council of the Town of Florence, Arizona, that Chapter 32, Town Organizations be amended by deleting the stricken sections and inserting the underlined sections.

32.001(D) There shall be the following boards, commissions and committees:

- (1) Library advisory board
- (2) Redevelopment commission
- (3) Historic district advisory committee
- (4) Parks and recreation advisory board
- (5) Planning and zoning commission
- (6) Arts and culture commission

32.002 (D) No ~~A~~ member of any board, commission or committee may concurrently serve on any other board, commission or committee of the municipality. ~~provided that there is no conflict created by such concurrent service, or unless a motion, resolution or ordinance creating such board, commission or committee specifies otherwise.~~

32.007 Officers

Each board, commission or committee shall elect its own Chairperson and Vice Chairperson and officers at the first meeting following January 1 of each year, unless state law or town ordinances established an alternate procedure for a specific board, commission or committee. The Chairperson, or designated choice, shall report in person to the Council each ~~March~~ December on matters of public interest and need in relation to resources, services, or activities. ~~Members shall not serve as the same officer of the board, commission or committee for more than two consecutive years.~~

32.031. Membership.

Members of the library advisory board shall reside within the Florence Unified School District. Members are appointed by the council, subsequent to review and recommendation by the Florence unified school district, and shall serve for a period of two (2) years with the option of a two (2) year renewal of their term.

The Florence unified school district superintendent, the director of the Florence community library, the Florence high school principal, and an elected member of the council will serve as ex-officio members of the library advisory board.

32.051 (A) ~~The mayor, by and with the advice and consent of the town council, shall appoint a five-member redevelopment commission. They Mayor and Town Council shall serve as the Redevelopment Commission.~~

32.051 (B) The Mayor shall designate a Chairperson and Vice Chairperson from among the Commissioners at the first Council meeting of each year. The mayor shall serve as Chairperson and the Vice-Mayor shall serve as vice-chairperson.

~~32.051(D) Commissioners may or may not be residents of the municipality, and may or may not be serving concurrently on another town boards, commissions or committees. Appointees will comprise a balanced cross-section of the greater Florence community as well as possess the knowledge, skills, background, interest, experience and availability to perform the work and duties of a redevelopment commission as prescribed in A.R.S. § 36-1476 et. seq., the Florence Downtown Redevelopment Plan, and as provided in section 32.050.~~

32.051 (E) Commission members shall be appointed for a term of office of four (4) years. ~~ending on December 31 of the respective year. commission member whose term has expired and who is willing to hold over shall continue to serve until their successor is appointed.~~

32.088 (A) The parks and recreation advisory board shall hold ~~quarterly~~ monthly meetings.

PASSED AND ADOPTED by a majority vote of the Mayor and Council of the Town of Florence, Arizona, the 6th day of April 2015.

Tom J. Rankin, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 11a.

MEETING DATE: April 6, 2015

DEPARTMENT: Utilities Department

STAFF PRESENTER: John V. Mitchell, Utilities Director

SUBJECT: Approval of Change Order #2 with DBA Construction, Inc., for paving within Turner Subdivision

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

RECOMMENDED MOTION/ACTION:

Motion to approve a change order with DBA Construction, Inc., in an amount not to exceed \$113,752.77.

BACKGROUND/DISCUSSION:

DBA Construction, Inc., is under contract with the Town to install new curb and gutter, sidewalks, valley gutters and residential speed humps within the Turner Subdivision. This contract was modified by change order to eliminate partial paving and speed humps, and to lower the existing grade to match that of the new concrete improvements.

At the March 2, 2015 Council meeting, staff discussed this modified work with Council while presenting a change order with Apache Underground and Excavating, for the installation of new waterlines and services to the subdivision. Staff informed Council that the Town would complete the paving and installation of speed humps after the new waterline was installed. This change order with DBA Construction, Inc., will allow the paving portion to be completed.

The contract summary is as follows:

Original Contract	\$ 274,346.41
Change Order #1	(\$ 16,308.13)
Change Order #2	\$ 113,752.77
New Contract Amount	\$ 371,791.05

FINANCIAL IMPACT:

The cost of the change order is \$113,752.77. There is funding in the 2014/2015 Fiscal Year to complete this work.

STAFF RECOMMENDATION:

Staff recommends approval of this item.

ATTACHMENT:

Paving Proposal
Change Order #2



PO BOX 63035
PHOENIX, AZ 85082-3035
PH 602-442-6767
FAX 602-442-0408

March 18, 2015

Attention: Morris Taylor
Public Works Superintendent
Town of Florence

Project: Road Improvements (Willow/Central/22nd St.)

Subject: Paving Proposal 2" AC on 6" ABC

Item Number	Description	Quantity	Units	Unit Price	Price Extension
1	Mobilization	1	LS	\$ 4,920.00	\$ 4,920.00
2	Roadway Excavation & Haul Off	34,850	SF	\$ 0.41	\$ 14,288.50
3	Sub-grade Compaction & Grading	34,850	SF	\$ 0.16	\$ 5,576.00
4	Place MAG ABC (6" depth)	1,194	TON	\$ 27.59	\$ 32,942.46
5	Asphalt Paving 2" depth, MAG/EVAC 1/2" LV	430	TON	\$ 99.69	\$ 42,866.70
6	Residential Speed Humps	4	EA	\$ 2,110.00	\$ 8,440.00
7	Survey	1	LS	\$ 3,464.11	\$ 3,464.11
8	Traffic Control	1	LS	\$ 1,255.00	\$ 1,255.00
TOTAL					\$ 113,752.77

Qualifications / Exclusions:

- This proposal is based on hauling excavated dirt to Town of Florence property, West of Town Hall (approx. 1.3 miles from jobsite)
- Paving section is 2" AC on 6" ABC.
- No QC compaction testing has been included in proposal.
- An additional 10 working days is requested to be added contract time.

If you have any questions regarding this proposal please contact me at (602) 708-2286.

Respectfully Submitted,

Jordan Hamula
Project Manager

Date of Issuance: April 7, 2015	Effective Date: April 7, 2015
Owner: Town of Florence	Owner's Contract No.:
Contractor: DBA Construction	Contractor's Project No.:
Engineer: Baxter Design Group	Engineer's Project No.:
Project: Phase 1 Roadway Improvements Turner Subdivision	Contract Name:


The Contract is modified as follows upon execution of this Change Order:
 Description: Paving of Willow, Central, and 22nd Streets with 2" AC on 6" ABC.

Attachments: Paving Proposal, dated March 18, 2015

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>274,297.43</u>	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ <div style="text-align: right;">days or dates</div>
Decrease from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : \$ <u>16,308.13</u>	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ <div style="text-align: right;">days</div>
Contract Price prior to this Change Order: \$ <u>258,038.28</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ <div style="text-align: right;">days or dates</div>
Increase of this Change Order: \$ <u>113,752.77</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ <div style="text-align: right;">days or dates</div>
Contract Price incorporating this Change Order: \$ <u>371,791.05</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ <div style="text-align: right;">days or dates</div>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: <u>Town Manager</u>	Title: _____
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)
 By: _____ Date: _____
 Title: _____

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 11b.
MEETING DATE: April 6, 2015 DEPARTMENT: Administration STAFF PRESENTER: Lisa Garcia Deputy Town Manager/Town Clerk SUBJECT: Award of Cuen Building Auction		<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 the Cuen Building Auction and instruct the Town Manager to file a deed to include restrictions, as outlined in the Request for Bids.

BACKGROUND/DISCUSSION:

On February 17, 2015 Town Council directed staff to resubmit the building for auction and lowered the minimum bid amount to \$1,000 with deed restrictions.

Three bids were received from the following:

Florence Heritage Fund	\$1,550
Stephen T. Smallidge/Happy Adobe	\$2,500
Wayne Hatch, HCH Development	\$1,100

The bid stated that the award of the property will go to the highest bidder, and acknowledged that the Council reserves the right to reject any and all bids. Bidder must comply with all federal, state, and local nondiscrimination statutes in the operation, implementation and delivery of its bid.

After the award, but prior to the transfer of title, the Town of Florence will issue deed restrictions on the subject parcel as follows:

Phase 1: The subject building must be stabilized within 100 days of the successful bidder taking title to the building. A one-time 30 day extension to complete the stabilization may be granted by the Town. Extensions will be granted upon special circumstances authorized by the Town of Florence. Stabilization, at a minimum shall mean that the building is considered structurally safe and sound though not yet occupiable; the building is generally weather-proofed; the pigeon infestation is adequately addressed; windows and doors on the building are exposed; and exterior walls are repaired, surfaced and painted.

Phase 2: The complete renovation/rehabilitation of the subject building must be completed within 24 months of the successful bidder taking possession of the building. A one-time 180 day extension to complete the renovation/rehabilitation may be granted by the Town. Extensions will be granted upon special circumstances authorized by the Town of Florence. Renovation/rehabilitation shall mean that the subject structure is brought to a condition where the subject building could be occupied.

If the deed restrictions are not met, the ownership of the building will revert to the Town of Florence. The Town of Florence's goal in auctioning the building is to save a historical building located in the Town of Florence. The bidders will be present to answer Council questions. The Council will be deciding during the discussion with bidders which entity is the highest and most responsible bidder considering the deed restrictions.

Council may reject any bid but may reject all bids if it decides.

FINANCIAL IMPACT:

The Town Council agreed to waive all fees associated with the restoration of the Cuen building. The Town will not incur the expense of demolition and reuse of the property.

RECOMMENDATION:

Staff recommends that Council award the Cuen Building Auction and instruct the Town Manager to file a deed to include restrictions as outlined in the Request for Bids.

ATTACHMENTS:

- Bid Tabulation Sheet
- Bids
- Bid Packet

**Town of Florence
Bid Tabulation Sheet**

Maria Hernandez

Verbal (only allowed when \$5,000 of less) Date Prepared: March 26, 2015

Written/Fax (mandatory when over \$5,000; attach bids) Prepared By: Maria Hernandez, Deputy Town Clerk

Formal Sealed Bid: # _____ Title: Cuen Buidling Auction Bid Due Date: March 26, 2015 Bid Due Time: 11:00 am

Item (include quality, brand, model, color) Auction Cfuen Building located at 145 N. Main Street, Florence, Arizona, Parcel # 200-49-0730

Vendor name Contact Person Phone/Fax	Bid Form	Certified Check	Amount	Comments
1 Florence Heritage Foundation 310 Main Stret/ P O Box 872 Florence AZ 85132 PH # 520-868-0770	Yes	Yes	\$ 1,550.00	
2 Stephen T. Smallidge/Happy Adobe 554 N. Pinal Parkway/ P O Box 2501 Florence AZ 85132 PH # 520-509-6094	Yes	Yes	\$ 2,500.00	
3 Wayne Hatch/HCH Development, Inc. 4105 N. 20th Street, Suite 205 Phoenix AZ 85016 PH # 602-265-2201	Yes	Yes	\$1,100.00	

Attach additional page(s), if necessary

Vendor Selected _____ **Address** _____


Justification (if not lowest price) _____

Department Head Approval _____ Date: _____

Finance Director Approval _____ Date: _____

Town Manager Approval _____ Date: _____

*If over \$10,000, must go to Town Council for approval.
Attach this approved for to purchase request with written quotes, if applicable.

	<p>TOWN OF FLORENCE P O Box 2670 775 N. Main Street Florence, AZ 85132 520-868-7552 www.florenceaz.gov</p>	<p><u>Bidder No.</u></p>
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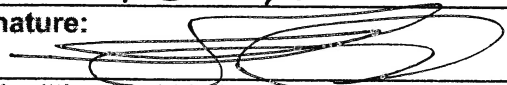
AUCTION BID FORM
Property located at 145 N. Main Street

In compliance with the Request to Bids, the undersigned bidder Agrees that the property being sold is "Where is, As is", and will be conveyed by a Quick Claim Deed with restriction set out there in, the deed will contain no warranties whatsoever.

Bidder declares that a cashier's check made payable to the Town of Florence for the total bid amount is included in the bid.

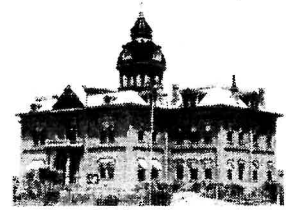
Therefore, I the undersigned, offer to pay the following to the Town of Florence, to purchase parcel identified as Pinal County Assessor Parcel No. 200-49-0730:

\$1,550.00

PERSONAL INFORMATION	
Name:	Florence Heritage Foundation, Inc.
Organization (if applicable):	by: Gem Cox, President.
Physical Address:	310 N. Main Street
Mailing Address:	PO Box 872
City, State, Zip:	Florence AZ 85132
Home Phone Number:	520-868-0770
Cell Phone Number:	
Email Address:	gemcox@cox.net
Signature:	
Date	3-16-2015
By submitting the bid, the bidder understands and accepts the deed restrictions.	

Florence Heritage Foundation, Inc.

310 North Main Street
P O Box 872
Florence, Arizona 85132



March 16, 2015

Town of Florence
Town Clerk's Office
775 North Main Street
Florence, Arizona 85132


Re: Cuen Building – Sealed Bid

Dear Town Clerk:

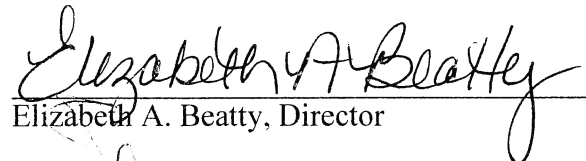
Enclosed is a bid on behalf of Florence Heritage Foundation, Inc. for the Cuen Building in the amount of \$1,550.00. Florence Heritage Foundation accepts the terms outlined in the Town's auction posting dated February 18, 2015 for the stabilization and restoration of the building and conditioned upon the terms agreed to by the Council at the February 17, 2015 Council Meeting that the Town of Florence will waive all permit fees, impact fees, water and sewer fees and any other fees charged by the Town for a period of 24 months.

Sincerely,

FLORENCE HERITAGE FOUNDATION, Board of Directors



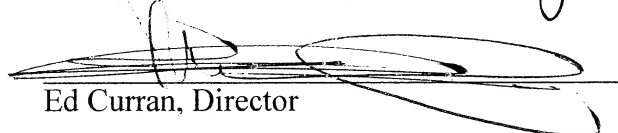
Gem Cox, Chairman of the Board



Elizabeth A. Beatty, Director



James Tchida, Director



Ed Curran, Director



Peter Koulouris, Director



TOWN OF FLORENCE
P O Box 2670
775 N. Main Street
Florence, AZ 85132
520-868-7552
www.florenceaz.gov

Bidder No.

AUCTION BID FORM

Property located at 145 N. Main Street

In compliance with the Request to Bids, the undersigned bidder Agrees that the property being sold is "Where is, As is", and will be conveyed by a Quick Claim Deed with restriction set out there in, the deed will contain no warranties whatsoever.


Bidder declares that a cashier's check made payable to the Town of Florence for the total bid amount is included in the bid.

Therefore, I the undersigned, offer to pay the following to the Town of Florence, to purchase parcel identified as Pinal County Assessor Parcel No. 200-49-0730:

\$ 2500.00

PERSONAL INFORMATION	
Name:	STEPHEN T. SMALLIDGE
Organization (if applicable):	HAPPY ADOBE
Physical Address:	
Mailing Address:	Box 2501
City, State, Zip:	FLORENCE AZ 85132
Phone Number:	BUSINESS 520-509-6094
Cell Phone Number:	334-723-2687
Email Address:	HAPPY.ADOBE.520@G.MAIL.COM
Signature:	<i>[Signature]</i>
Date:	3/24/15
By submitting the bid, the bidder understands and accepts the deed restrictions.	

STEPHEN T. SMALLIDGE

	<p>TOWN OF FLORENCE P O Box 2670 775 N. Main Street Florence, AZ 85132 520-868-7552 www.florenceaz.gov</p>	<p><u>Bidder No.</u></p>
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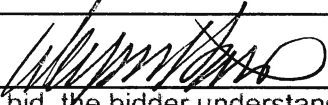
AUCTION BID FORM
Property located at 145 N. Main Street

In compliance with the Request to Bids, the undersigned bidder Agrees that the property being sold is "Where is, As is", and will be conveyed by a Quick Claim Deed with restriction set out there in, the deed will contain no warranties whatsoever.

Bidder declares that a cashier's check made payable to the Town of Florence for the total bid amount is included in the bid.

Therefore, I the undersigned, offer to pay the following to the Town of Florence, to purchase parcel identified as Pinal County Assessor Parcel No. 200-49-0730:

\$ 1,100.00

PERSONAL INFORMATION	
Name:	Wayne Hatch
Organization (if applicable):	HCH Development, Inc.
Physical Address:	4105 North 20th Street
Mailing Address:	Suite 205
City, State, Zip:	Phoenix, Arizona 85016
Home Phone Number:	Cell Phone Number: 602-265-2201
Email Address:	whatch@lowmountain.com
:Signature:	 Date 03-20-15
By submitting the bid, the bidder understands and accepts the deed restrictions.	

Town of Florence



News Release

February 18, 2015

For Immediate Release

Contact: Lisa Garcia (520) 868-7552

Town to Auction Cuen Building located at 145 N. Main Street, Florence, AZ

The Town of Florence is auctioning the property located at 145 North Main Street (Assessor Parcel Number 200-49-0730). Due to the unstable nature of the building, the Town of Florence will not hold an open house. The building is approximately 1,320 square feet, with approximate dimensions of 31 feet by 42.58 feet. The building is located at the southeast corner of Main Street and 11th Street.

The building is considered an important part of the Florence Historic District. The successful bidder must work with the Town of Florence, and particularly the the Community Development Department and the Historic District Advisory Commission, on the stabilization and renovation of the historic building located within the Town of Florence Historic District.

The Town of Florence will issue deed restrictions on the subject parcel as follows:

Phase 1: The subject building must be stabilized within one hundred days of the successful bidder taking title to the building. A one-time thirty day extension to complete the stabilization may be granted by the Town. Extensions will be granted upon special circumstances authorized by the Town of Florence. Stabilization, at a minimum, shall mean that the building is considered structurally safe and sound though not yet ready for occupancy; the building is generally weather-proofed; the pigeon infestation is adequately addressed; windows and doors on the building are exposed; and exterior walls are repaired, surfaced and painted.

Phase 2: The complete renovation/rehabilitation of the subject building must be completed within 24 months of the successful bidder taking possession of the building. A one-time 180 day extension to

complete the renovation/rehabilitation may be granted by the Town. Extensions will be granted upon special circumstances authorized by the Town of Florence. Renovation/rehabilitation shall mean that the subject structure is brought to a condition where the subject building could be occupied.

If the deed restrictions are not met, the ownership of the building will revert to the Town of Florence.

The Town is accepting sealed bids from now until March 26, 2015, at 11:00 am. The minimum acceptable bid price is \$1,000. The award of the purchase will go to the highest bidder and will be determined at the April 6, 2015 Florence Town Council meeting.

In the event that two or more bidders submit a high bid with identical dollar amount the Town of Florence shall determine which bidder shall be awarded the property by a random method. The decision of the Town of Florence on who to award the property to shall be final.

Anyone interested in bidding on the property can view the full bid package on the Town's website at florenceaz.gov. For questions about the process, please contact Lisa Garcia at (520) 868-7552.

REQUEST FOR BIDS

The Town of Florence will accept sealed bids at the office of the Town Clerk; 775 North Main Street, Florence, Arizona until 11:00 a.m. MST on March 26, 2015, for the purchase of the commercial property located at 145 N. Main Street, Florence, Arizona. The property, which is located within the Town of Florence Historic District, is formally known as the Cuen Building. The building is approximately 1,320 square feet, with approximate dimensions of 31 feet by 42.58 feet. The building is located at the southeast corner of Main Street and 11th Street (Assessor Parcel Number 200-49-0730). The minimum bid price accepted is \$1,000; certified check for full purchase price is required, no alternative types of bids will be accepted (i.e. services or materials in place of cash).

Bid envelopes must be clearly marked on the outside lower right hand corner:

Sealed Bid of (Submitter's Name)
Property Sale – APN 200-49-0730

It is anticipated that bids will be considered at the Town Council meeting on April 6, 2015. The award of the property will go to the highest bidder. The Council reserves the right to reject any and all bids. Anyone interested in bidding on this property may obtain a full bid package at the following location:

Florence Town Hall
Town Clerk's Office
775 N. Main Street
Florence, Arizona 85132

In the event that two or more bidders submit a high bid with identical dollar amount the Town of Florence shall determine which bidder shall be awarded the property by a random method. The decision of the Town of Florence on who to award the property to shall be final.

Bids must be submitted on the Proposal Form provided in the bid package and must be accompanied by a cashier's check payable to the Town of Florence, Arizona, for one hundred percent of the total bid amount.

Bidder shall comply with all federal, state, and local nondiscrimination statutes in the operation, implementation and delivery of its bid, including state and federal civil rights and disabilities laws.

Please note that, prior to the transfer of title, the Town of Florence will issue deed restrictions on the subject parcel as follows:

Phase 1: The subject building must be stabilized within one hundred days of the successful bidder taking title to the building. A one-time thirty day extension to complete the stabilization may be granted by the Town. Extensions will be granted upon special circumstances authorized by the Town of Florence. Stabilization, at a minimum shall mean that the building is considered structurally safe and sound though not yet occupiable; the building is generally weather-proofed; the pigeon

infestation is adequately addressed; windows and doors on the building are exposed; and exterior walls are repaired, surfaced and painted.

Phase 2: The complete renovation/rehabilitation of the subject building must be completed within 24 months of the successful bidder taking possession of the building. A one-time 180 day extension to complete the renovation/rehabilitation may be granted by the Town. Extensions will be granted upon special circumstances authorized by the Town of Florence. Renovation/rehabilitation shall mean that the subject structure is brought to a condition where the subject building could be occupied.

If the deed restrictions are not met, the ownership of the building will revert to the Town of Florence.

Published Florence Reminder February 26, and March 5, 2015.

Town of Florence
Property Sale

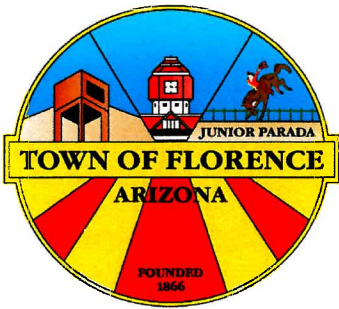
The Town of Florence is offering a parcel of real property for sale by auction. The commercial property located at 145 N. Main Street, Florence, Arizona. The property, formally known as the Cuen Building, is located within the Town of Florence Historic District. The building is approximately 1,320 square feet, with approximate dimensions of 31 feet by 42.58 feet. The building is located at the southeast corner of Main Street and 11th Street. (Assessor Parcel Number 200-49-0730).

The property is offered for sale under the following conditions:

1. The property is being sold where is, as is, without warranties, or title insurance.
2. The Buyer is responsible for any and all escrow, title insurance, and other closing costs.
3. The minimum acceptable purchase price is \$1,000.
4. Each bid shall contain a cashier's check made payable to the Town of Florence in the full amount of the bid. The Town will hold all checks, without cashing, until the Town Council has accepted a bid. At that time, the check from the winning bidder will be cashed and the remaining checks will be returned to bidders.
5. The Town will issue a Quit Claim deed to the winning bidder upon approval of the Town Council. The Town will record the Quit Claim deed with the Pinal County Recorder's Office.
6. The Quit Claim Deed will have the following deed restrictions:
 - a. Phase 1: The subject building must be stabilized within one hundred days of the successful bidder taking title to the building. A one-time thirty day extension to complete the stabilization may be granted by the Town. Extensions will be granted upon special circumstances authorized by the Town of Florence. Stabilization, at a minimum shall mean that the building is considered structurally safe and sound though not yet occupiable; the building is generally weather-proofed; the pigeon infestation is adequately addressed; windows and doors on the building are exposed; and exterior walls are repaired, surfaced and painted.
 - b. Phase 2: The complete renovation/rehabilitation of the subject building must be completed within 24 months of the successful bidder taking possession of the building. A one-time 180 day extension to complete the renovation/rehabilitation may be granted by the Town. Extensions will be granted upon special circumstances authorized by the Town of Florence. Renovation/rehabilitation shall mean that the subject structure is brought to a condition where the subject building could be occupied.

c. If the deed restrictions are not met, the ownership of the building will revert to the Town of Florence.

7. The bid shall be on the form enclosed in this package.
8. Each bid shall be in a sealed envelope with the envelope clearly marked: Sealed Sealed Bid of (Submitter's Name) Property Sale – APN 200-49-0730.
9. All bids shall be received by the Town of Florence Clerk no later than 11:00 a.m. MST on March 26, 2015. At such time bids will be publicly opened and read aloud. Any bid received after this time will be returned unopened to bidder.
10. The Town of Florence reserves the right to reject any and all bids or to waive any informality in the bidding process.
11. In the event that two or more bidders submit a high bid with identical dollar amount the Town of Florence shall determine which bidder shall be awarded the property by a random method. The decision of the Town of Florence on who to award the property shall be final.
12. The Town of Florence may also reject all bids if there is a tie in the low bid amount submitted.



TOWN OF FLORENCE
P O Box 2670
775 N. Main Street
Florence, AZ 85132
520-868-7552
www.florenceaz.gov

Bidder No.

AUCTION BID FORM

Property located at 145 N. Main Street

In compliance with the Request to Bids, the undersigned bidder Agrees that the property being sold is "Where is, As is", and will be conveyed by a Quick Claim Deed with restriction set out there in, the deed will contain no warranties whatsoever.

Bidder declares that a cashier's check made payable to the Town of Florence for the total bid amount is included in the bid.

Therefore, I the undersigned, offer to pay the following to the Town of Florence, to purchase parcel identified as Pinal County Assessor Parcel No. 200-49-0730:

\$ _____

PERSONAL INFORMATION

Name:

Organization (if applicable):

Physical Address:

Mailing Address:

City, State, Zip:

Home Phone Number:


Cell Phone Number:

Email Address:

:Signature:

Date

By submitting the bid, the bidder understands and accepts the deed restrictions.

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 11c.
MEETING DATE: April 6, 2015 DEPARTMENT: Public Works Department STAFF PRESENTER: John V. Mitchell, Utilities Director SUBJECT: Approval to award a contract to Pima Paving, Inc. for improvements at the Florence Police Department and Senior Center parking lot.		<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 Pima Paving, Inc., for improvements to the Police Department and Senior Center parking lot, in an amount not to exceed \$185,989.64.

BACKGROUND/DISCUSSION:

The Town of Florence Police Department has the largest number of motor vehicles without a paved and covered parking lot. This project, initially funded in the FY 2013/2014 budget, provides for 22 paved and striped parking stalls, under a new metal shade canopy, and security lighting. This project also provides a retention basin for storm drainage, modifications to the existing Police Department parking lot, relocation of the Police Department and Senior Center trash enclosures and installation of parking bumper curbs in the Senior Center parking lot to enhance traffic safety.

Pima Paving, Inc. has been in business since 1978 and has experience constructing projects of this type.

The project was advertised and put to bid by RBA Architecture, on March 19, 2015. Bids were received by the Town Clerk's Office on March 30, 2015. The Town received three bids and Pima Paving, Inc. was the lowest responsive and responsible bidder. The amount of the bid is \$ 185,989.64.

FINANCIAL IMPACT:

The current fiscal year budget provides \$120,000.00 for this project. The remaining \$65,989.64 will be funded with another Police Station improvement

project (including drywells, grading/landscaping, stem wall, downspouts and rip rap) that will not be completed this year.

RECOMMENDATION:

Staff recommends that you award a contract to Pima Paving, Inc. for the construction of the Police Department parking lot project, in an amount not to exceed \$185,989.64.

ATTACHMENTS:

- Bid Tabulation Sheet
- Pima Paving Company bid
- Bid and budget documents

**Town of Florence
Bid Tabulation Sheet**

011-514-507

Verbal (only allowed when \$5,000 of less) Date Prepared: March 30, 20

Written/Fax (mandatory when over \$5,000; attach bids) Prepared By: Maria Hernandez, Deputy Town Clerk

Formal Sealed Bid: # _____ Title: Police Department Parking Bid Due Date: March 30, 2015 Bid Due Time: 2:00 pm

Maria Hernandez

Item (include quality, brand, model, color)

Vendor name Contact Person Phone/Fax	Bid Schedule	List of subcontractors	Bid Bond	Resolution of Board of Directors	Non-Collusive Bidding Certification	W-9	Addendum # 1 Acknowledged	1 original 2 copies submitted	Total
1 Pima Paving, Inc. 5180 B N. La Cholla Blvd. Tucson AZ 85705	Yes	Yes	Yes	Yes	Yes	Yes	Yes	1 original 1 copy	Base Bid \$ 171,325.79
PH #									Alternate #1 \$ 1,708.13
									Alternate #2 \$ 11,379.27
									Alternate #3 \$ 1,576.45
									Total \$ 185,989.64
2 Visus, Inc. 1831 N. Rochester Mesa AZ 85205	Yes	Yes	Yes	Yes	Yes	Yes	Yes	1 original 3 copies	Base Bid \$ 189,000.00
PH #									Alternate #1 \$ 750.00
									Alternate #2 \$ 9,500.00
									Alternate #3 \$ 2,900.00
									Total \$ 202,150.00
3 Gold Horizon Contracting 850 S. Longmore # 234 Mesa AZ 85202	Yes	Yes	Yes	Yes	Yes	Yes	Yes	1 original 2 copies	Base Bid \$ 182,113.00
PH #									Alternate #1 \$ 1,279.00
									Alternate #2 \$ 17,774.00
									Alternate #3 \$ 22,252.00
									Total \$ 223,418.00

Attach additional page(s), if necessary

Vendor Selected Pima Paving Inc Address 5180 B N. La Cholla Blvd, Tucson, Az 85705

Justification (if not lowest price)

Department Head Approval

Date: 3/31/2015

Finance Director Approval

Date: 3/31/15

Town Manager Approval

Date: 3/31/15

*If over \$10,000, must go to Town Council for approval.
Attach this approved for to purchase request with written quotes, if applicable.

BID SCHEDULE

**POLICE DEPARTMENT PARKING
PROJECT #: N/A**

THIS BID IS SUBMITTED BY:

Pima Paving, Inc.
a(n) Corporation (Corporation, Limited Liability Company,
Partnership, Joint Venture, Sole Proprietorship, Individual), holder of an Arizona Registrar of Contractor's license:
ROC# 84295, classification A. Gen. Engineering

Howard Stouck NAME Secretary/Treasurer TITLE 3/30/15 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:

BASE BID \$ 171,325.29

ADDITIVE ALTERNATES

ALTERNATE 1 – CONCRETE PARKING BUMPERS \$ 1,708.13

ALTERNATE 2 – CONCRETE VALLEY GUTTER \$ 11,379.27

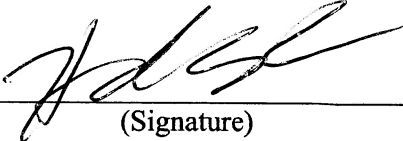
ALTERNATE 3 – LANDSCAPE PLANTING \$ 1,576.45

ACKNOWLEDGEMENT OF ADDENDA

Pima Paving, Inc. acknowledges that it has received the following addenda:
(Contractor)

(Addendum #)	(Date)
1	3/25/15

Date: 3/30/15


(Signature)

Howard Staigh, Secretary/Treasurer
(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>Sturgeon Electric</i>		<i>Lights on Shade structure</i>
<i>Park and Shade</i>		<i>Shade structure</i>

Pima Paving, Inc.
 5180B N La Cholla Blvd
 Tucson, AZ 85705
 (520) 888-2820

BID BOND

(See instruction on reverse)

DATE BOND EXECUTED (Must not be later than bid opening date)

March 25, 2015

OMB NO.: 9000-0045

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

PRINCIPAL (Legal name and business address)

Pima Paving, Inc
5180 - B N. La Cholla Blvd #B
Tucson, AZ 85705

TYPE OF ORGANIZATION ("X" one)

- INDIVIDUAL PARTNERSHIP
 JOINT VENTURE CORPORATION

STATE OF INCORPORATION
AZ

SURETY(IES) (Name and business address)

Employers Mutual Casualty Company
P.O. Box 712
Des Moines, IA 50306

PENAL SUM OF BOND

PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED			
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
10 7/8		300	000	00

BID DATE

03/30/2015

BID IDENTIFICATION

INVITATION NO.

N/A

OBLIGATION:

FOR (Construction, Supplies, or Services)

Police Department Parking

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.


THEREFORE:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

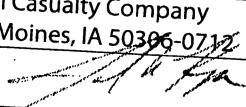
WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL			
SIGNATURE(S)	1.  (Seal)	2. _____ (Seal)	3. _____ (Seal)
NAME(S) & TITLE(S) (Typed)	1. Jacqueline Wheeler, President	2. _____	3. _____

Corporate Seal

INDIVIDUAL SURETY(IES)			
SIGNATURE(S)	1. _____ (Seal)	2. _____ (Seal)	
NAME(S) (Typed)	1. _____	2. _____	

CORPORATE SURETY(IES)			
NAME & ADDRESS	Employers Mutual Casualty Company P.O. Box 712 Des Moines, IA 50306-0712	STATE OF INC.	LIABILITY LIMIT (\$)
SIGNATURE(S)	1. 	IA	5,000,000
NAME(S) & TITLE(S) (Typed)	1. John Knapp - Attorney-In-Fact	2. _____	

Corporate Seal

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is usable

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designed "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.
 (b) Where individual sureties are involved, a completed Affidavit of Individual surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."



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: ADAM GRIGGS, JOHN KNAPP

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:

In an amount not exceeding Five Million Dollars.....\$5,000,000.00

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, 2016 unless sooner revoked.

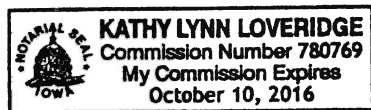
AUTHORITY FOR POWER OF ATTORNEY

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 18th day of JANUARY, 2013

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 18th day of JANUARY AD 2013 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 18, 2013 on behalf of: ADAM GRIGGS, JOHN KNAPP

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 25th day of MARCH, 2015

[Signature] Vice President

RESOLUTION OF BOARD OF DIRECTORS

**CERTIFIED COPY OF RESOLUTION OF
BOARD OF DIRECTORS OF**

Pima Paving, Inc.
(Name of Corporation)

RESOLVED that Howard Stough, Secretary/Treasurer of
(Person Authorized to Sign) (Title)

Pima Paving, Inc. ("Corporation") is authorized to sign and submit
the bid or proposal of this corporation for the following project:

TOWN OF FLORENCE: POLICE DEPARTMENT PARKING

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 30th day of March, 2015.

By Jacqueline Wheeler

Title Jacqueline Wheeler, President

(SEAL)

(THIS FORM MUST BE COMPLETED IF BIDDER IS A CORPORATION)

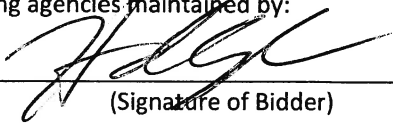
NON-COLLUSIVE BIDDING CERTIFICATION

STATE OF Arizona)
)
COUNTY OF Pima) SS.

I, Howard Stough of the City/Town of Marana in the County of Pima and the State of Arizona, of full age, being duly sworn according to the law of my oath depose and say that:

I am Howard Stough a Secretary/Treasurer of the firm of Pima Paving, Inc. the Bidder making the Bid for the Town of Florence Project Police Department Parking 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:



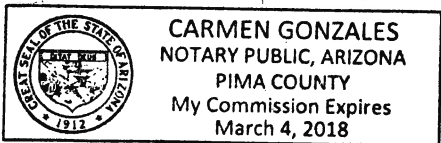
(Signature of Bidder)


Howard Stough

(Printed or Typed Name of Bidder)

(Seal of Corporation)

Sworn to before me this 30TH day of March, 2015, in the County of Pima
State of Arizona.





(Notary Public)

W-9 FORM

Form W-9 (Rev. November 2005) Department of the Treasury Internal Revenue Service	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) <u>Eima Paving Inc</u>	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other	
	<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) <u>5180B N La Cholla Blvd</u>		Requester's name and address (optional) <u>Town of Florence</u>
City, state, and ZIP code <u>Tucson, AZ 85705</u>		
List account number(s) 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 	Employer identification number <u>61603551263</u>
----------------------------	--

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 <u>3/30/15</u>
------------------	--------------------------	---------------------

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,

————— IMPORTANT NOTICE —————
YOU MUST:

- REPORT DISSOCIATION OF QUALIFYING PARTY **IN WRITING** WITHIN 15 DAYS.
[SEE A.R.S. § 32-1154(A)(19) AND § 32-1151.01]
- REPORT A CHANGE OF ADDRESS **IN WRITING** WITHIN 30 DAYS.
[SEE A.R.S. § 32-1151(B)(1)]
- REPORT ANY TRANSFER OF OWNERSHIP OF 50% OR MORE IMMEDIATELY.
[SEE A.R.S. § 32-1151.01]
- REPORT ANY CHANGE OF LEGAL ENTITY SUCH AS ANY CHANGE IN THE OWNERSHIP IN SOLE PROPRIETORSHIP OR CHANGE OF A PARTNER IN A PARTNERSHIP OR THE CREATION OF A NEW CORPORATE ENTITY.
[SEE RULE R-4-9-110]

Pima Paving Inc

5180b N La Cholla Blvd
Tucson, AZ 85705-1257

**THIS IS YOUR IDENTIFICATION CARD
DO NOT DESTROY**



LICENSE EFFECTIVE THROUGH: 08/31/2016
STATE OF ARIZONA
Registrar of Contractors CERTIFIES THAT
Pima Paving Inc

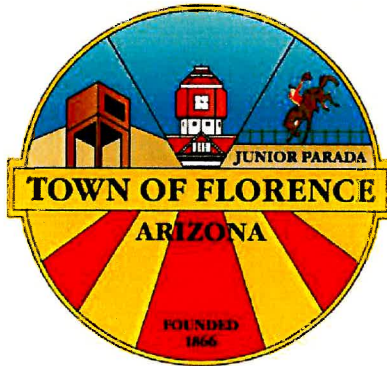


CONTRACTORS LICENSE NO 84295 CLASS A

General Engineering

THIS CARD MUST BE
PRESENTED UPON DEMAND

William A. Mundell
DIRECTOR, ARIZONA REGISTRAR OF CONTRACTORS



TOWN OF FLORENCE, ARIZONA
INVITATION TO BID, PROJECT SPECIFICATIONS,
AND CONTRACT DOCUMENTS
DATED: March 13, 2015
FOR:
TOWN OF FLORENCE
POLICE DEPARTMENT PARKING
PROJECT #: N/A



TOWN OF FLORENCE, AZ

INVITATION TO BID

POLICE DEPARTMENT PARKING

SUBMITTAL DUE DATE AND TIME: 03/30/2015 at 2:00 A.M. LOCAL AZ TIME

SUBMITTAL LOCATION: Town of Florence
Town Clerk
775 N Main St.
Florence, AZ 85132

MANDATORY PRE-BID MEETING DATE: NO PRE-BID MEETING
TIME: N/A LOCAL ARIZONA TIME
LOCATION: Town of Florence

ISSUING OFFICE : Public Works
Carroll Michael
425 E Ruggles St
Florence, AZ 85132
Telephone: (502) 868-7641
E-mail: carroll.michael@florenceaz.gov
Website: www.florenceaz.gov

BIDDING DOCUMENTS: Bidding Documents, including plans with sheet 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: 100 Calendar Days from the Notice to Proceed.

GENERAL OR BID PROCESS QUESTIONS: carroll.michael@florenceaz.gov

TECHNICAL QUESTIONS: All questions must to be submitted via email only by **5:00 PM, 03/23/2015** Answers to questions and other clarifications will be in the final Addenda issued through the Issuing Office on **03/25/2015**



PROJECT DESCRIPTION

The project is generally an engineered automotive shade cover with associated paving, concrete, landscaping and lighting. The project includes but may not be limited to:

- Selective demolition
- Excavating and grading
- Paving
- Striping
- Concrete walks, pads and gutters
- Landscaping
- Masonry walls
- Structural steel
- Miscellaneous steel
- Sealants
- Painting
- Conduit, conductors, boxes & switches
- Lighting



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 Architect 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 not be held. Bidders may view the site by appointment by contacting the Public Works Department. Architect will transmit to all prospective Bidders of record such Addenda as Architect considers necessary in response to questions arising from site visits. 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 Architect 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. The unbound copy of the Bid Form is 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
Police Station Improvements
Project # N/A

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:
Telephone:
E-mail:

CONTRACTOR: {Name}
{Address}
Arizona ROC No.:
Federal Tax ID No:
Representative:
Telephone:
E-mail:

ARCHITECT {Name}
{Address}
Representative:
Telephone:
E-mail:

PROJECT DESCRIPTION: Police station improvements

PROJECT LOCATION: 425 N Pinal St, Florence, AZ 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	Specifications
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:

None

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 include in the ITB.

ARTICLE 3 – DESIGN PHASE SERVICES

Contractor shall provide engineering for the shade structure.

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: None

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:
Permanent traffic signage

5.3 Additional Information to be provided by Town, if any, is listed below: None

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 90 days after NTP. 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: 100 days after NTP

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:

\$100.

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:

\$100.

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 \$bid price plus accepted alternates.

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), 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, 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 or 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 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; (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 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.

List of Special Provisions: {To be inserted by Project Manager}

Plans: Drawings dated January 26, 2015

Specifications: Included on the drawings

Other Special Provisions: None.

BID SCHEDULE

**POLICE DEPARTMENT PARKING
PROJECT #: N/A**

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:

BASE BID _____

ADDITIVE ALTERNATES

ALTERNATE 1 – CONCRETE PARKING BUMPERS _____

ALTERNATE 2 – CONCRETE VALLEY GUTTER _____

ALTERNATE 3 – LANDSCAPE PLANTING _____

ACKNOWLEDGEMENT OF ADDENDA

_____ acknowledges that it has received the following addenda:
(Contractor)

(Addendum #)	(Date)

Date: _____

_____ (Signature)

_____ (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

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: SOUTH WASTEWATER TREATMENT PLANT – LAGOON CLOSURE

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, _____ of the City/Town of _____, in the County of _____ and the State of _____, of full age, being duly sworn according to the law of my oath depose and say that:

I am _____ a _____ of the firm of _____, the Bidder making the Bid for the Town of Florence Project _____ 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)

 (Printed or Typed Name of Bidder)

(Seal of Corporation)

Sworn to before me this _____ day of _____, 20__, in the County of _____,
 State of _____.

 (Notary Public)

W-9 FORM

Form W-9 (Rev. November 2005) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
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Print or type See Specific Instructions on Page 3	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) 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 	Employer identification number
or	

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 ▶
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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,

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 11d.
MEETING DATE: April 6, 2015 DEPARTMENT: Public Works Department STAFF PRESENTER: John Mitchell, Utilities Director SUBJECT: Approval to award a contract to Arizona Coating Applicators for the painting of the Florence water tower and tank.		<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 Arizona Coating Applicators for painting of the Florence water tower and tank, in an amount not to exceed \$130,000.

BACKGROUND/DISCUSSION:

The Town of Florence water tower and tank, located at 565 South Quartz Street, is one of many such structures that were erected by the Pittsburgh-Des Moines Steel Company in small cities and towns from the early 1900s until the start of World War II. Many of these structures are listed on the National Register of Historic Places. Florence's tower and tank was erected in the 1920s and was in continuous use until the ground level storage tanks were installed at the site in 1988. Although the tank is no longer used, it is a landmark that adds to the character of our town's historic past and should be preserved.

An analysis of the existing paint on the tower and tank indicates that the paint has a lead content that must be either encapsulated or coated in place, or completely removed and disposed as a hazardous material. The majority of the paint on the structure is ideal for being coated and/or encapsulated by an approved product. The small areas that have loose or flaking paint must be removed using OSHA and EPA approved methods and guidelines and disposed at an EPA approved site. Companies engaged in this work must have workers trained and certified by the EPA.

The project was advertised and put to bid by RBA Architecture, on March 19, 2015. Bids were received by the Town Clerk's Office on March 30, 2015. Three bids were received and Arizona Coating Applicators was the lowest responsive and responsible bidder. The amount of the bid is \$130,000.

Arizona Coating Applicators has been in business since 1988 and has done many projects of this type.

FINANCIAL IMPACT:

The current fiscal year budget provides \$75,000 for this project. The remaining \$55,000 will be funded with savings realized on other Town projects.

RECOMMENDATION:

Staff recommends that you award a contract to Arizona Coating Applicators for the repainting and lettering of the Florence water tower and tank in an amount not to exceed \$ 130,000.

ATTACHMENTS:

- Bid Tabulation Sheet
- Arizona Coating Applicators Company bid
- Bid and budget documents

**Town of Florence
Bid Tabulation Sheet**

051-574-211

Verbal (only allowed when \$5,000 or less) Date Prepared: March 30, 20

Written/Fax (mandatory when over \$5,000; attach bids) Prepared By: Maria Hernandez, Deputy Town Clerk

Formal Sealed Bid: # Title: Water Tower Repainting Bid Due Date: March 30, 2015 Bid Due Time: 1:00 pm

Maria Hernandez

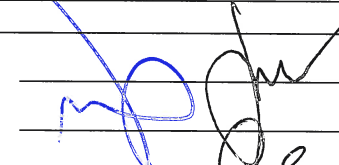
Item (include quality, brand, model, color)

Vendor name Contact Person Phone/Fax	Bid Schedule	List of subcontractors	Bid Bond	Resolution of Board of Directors	Non-Collusive Bidding Certification	W-9	Addendum #1 Acknowledged	1 original 2 copies submitted	Total
1 Arizona Coating Applicators, Inc. P O Box 27425 Phoenix AZ 85061 PH #	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Base Bid \$130,000 Alt. # 1 \$130,000 epoxy coating Alt # 2 - Not applicable
2 TMI Coating, Inc./ Vickie Perrier 3291 Terminal Drive St. Paul MN 55121 PH # 651-452-6100	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Base Bid \$167,000 Alt. # 1 \$10,000 epoxy coating Atl #2 \$16,000 Encapsulation Coating
3 Innovative Coating Technologies, LLC 3075 Dahlia St. Denver CO 80207 PH #	Yes	Yes	No	No	Yes	Yes	Yes	No 1 original 0 copies	Base Bid \$133,314.05 Alt # 1 Not applicable Alt # 2 Not applicable

Attach additional page(s), if necessary

Vendor Selected Arizona Coating Applicators Address PO Box 27425, Phoenix Az 85061

Justification (if not lowest price)

Department Head Approval  Date: 3/31/2015

Finance Director Approval _____ Date: _____

Town Manager Approval  Date: 3/31


*If over \$10,000, must go to Town Council for approval.
Attach this approved for to purchase request with written quotes, if applicable.

BID SCHEDULE

**WATER TOWER RE-PAINTING
PROJECT #: N/A**

THIS BID IS SUBMITTED BY:

Arizona Coating Applicators, Inc.
a(n) Corporation (Corporaiton, Limited Liability Company,
Partnership, Joint Venture, Sole Proprietorship, Individual), holder of an Arizona Registrar of Contractor's license:
ROC# 082593 / 082594, classification AE / L-34

		
Nick Androsiuk	President	3 22 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:

BASE BID \$130,000.00

ALTERNATES

ALTERNATE 1 – EPOXY COATING \$130,000.00

ALTERNATE 2 – ENCAPSULATION COATING Not Applicable

ACKNOWLEDGEMENT OF ADDENDA

Arizona Coating Applicators, Inc. _____ acknowledges that it has received the following addenda:
(Contractor)

1 (Addendum #)	March 25, 2015 (Date)

Date: 3 27 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
Not Applicable		

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 Arizona Coating Applicators, Inc. (hereafter "Principal"),
as Principal, and Merchants Bonding Company (Mutual), a 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, AZ (hereafter "Obligee"), in
the amount of Ten Percent of Amount Bid (Dollars)
(\$ **10%**), 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 Water Town Re-Painting

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 27th day of March, 2015.
Arizona Coating Applicators, Inc.

PRINCIPAL

SEAL

BY:

Merchants Bonding Company (Mutual)

SURETY

BY:

Virginia Erickson, Attorney-In-Fact

AGENCY OF RECORD

Wells Fargo Insurance Services USA, Inc.

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,

Jessica Hollaender; Virginia Erickson

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:

TWELVE MILLION (\$12,000,000.00) 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.



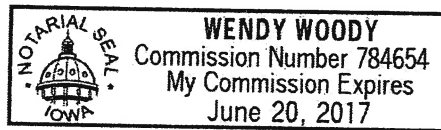
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

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.



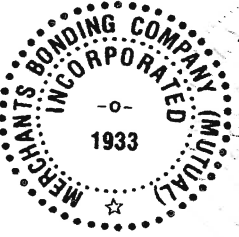
Wendy Woody

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 27th day of March, 2015.



William Warner Jr.
Secretary

RESOLUTION OF BOARD OF DIRECTORS

**CERTIFIED COPY OF RESOLUTION OF
BOARD OF DIRECTORS OF**

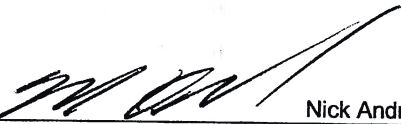
Arizona Coating Applicators, Inc.
(Name of Corporation)

RESOLVED that Nick Androsiuk, President of
(Person Authorized to Sign) (Title)

Arizona Coating Applicators, Inc. ("Corporation") is authorized to sign and submit
the bid or proposal of this corporation for the following project:

TOWN OF FLORENCE: Water Tower Re-Painting

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 27 day of March, 20 15.

By  Nick Androsiuk

Title President

(SEAL)



(THIS FORM MUST BE COMPLETED IF BIDDER IS A CORPORATION)

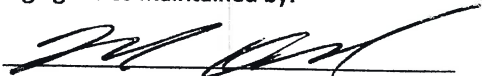
NON-COLLUSIVE BIDDING CERTIFICATION

STATE OF Arizona)
) SS.
COUNTY OF Maricopa)

I, Nick Androsiuk of the City/Town of Phoenix, 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 Nick Androsiuk a Owner of the firm of Arizona Coating Applicators, Inc., the Bidder making the Bid for the Town of Florence Project Water Tower Re-Painting 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.

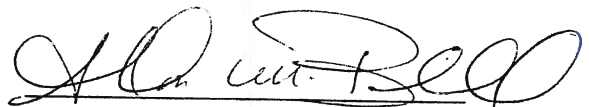
I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement of understanding, for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established commercial or selling agencies maintained by:

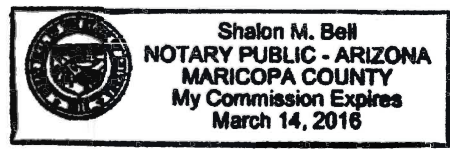

(Signature of Bidder)

Nick Androsiuk
(Printed or Typed Name of Bidder)

(Seal of Corporation)

Sworn to before me this 27th day of March, 2015, in the County of Maricopa,
State of Arizona.


(Notary Public)



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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Arizona Coating Applicators, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
P.O. Box 27425

6 City, state, and ZIP code
Phoenix, AZ 85061

7 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 generally 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

8	6	-	0	3	2	0	0	0	2
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Note. If the account is in more than one name, see the instructions for line 1 and 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. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here

Signature of U.S. person ▶ Date ▶ 3/27/15

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*
- By signing the filled-out form, you:
- 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. 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, and
 - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

W-9 FORM

Form W-9 (Rev. November 2005) Department of the Treasury Internal Revenue Service	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) Arizona Coating Applicators, Inc.	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other	
	Address (number, street, and apt. or suite no.) P.O. Box 27425	Requester's name and address (optional)
	City, state, and ZIP code Phoenix, AZ 85061	List account number(s) 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
or
Employer identification number
8 6 0 3 2 0 0 2

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 3/27/15
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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.

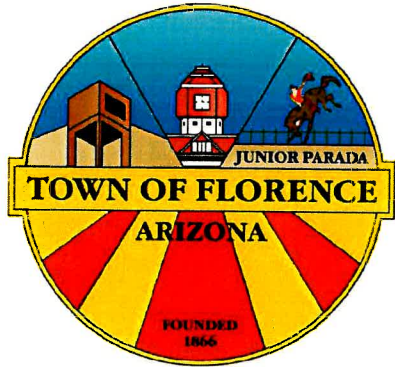
For federal tax purposes, you are considered a person if you are:

- 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 301.7701-2(a) and 7(e) for additional information.

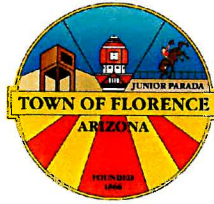
Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to 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,



TOWN OF FLORENCE, ARIZONA
INVITATION TO BID, PROJECT SPECIFICATIONS,
AND CONTRACT DOCUMENTS
DATED: March 19, 2015
FOR:
TOWN OF FLORENCE
WATER TOWER RE-PAINTING
PROJECT #: N/A



TOWN OF FLORENCE, AZ

INVITATION TO BID

WATER TOWER RE-PAINTING

SUBMITTAL DUE DATE AND TIME: 03/30/2015 at 1:00 A.M. LOCAL AZ TIME

SUBMITTAL LOCATION: Town of Florence
Town Clerk
775 N Main St.
Florence, AZ 85132

MANDATORY PRE-BID MEETING DATE: NO PRE-BID MEETING
TIME: N/A LOCAL ARIZONA TIME
LOCATION: Town of Florence

ISSUING OFFICE : Public Works
Carroll Michael
425 E Ruggles St
Florence, AZ 85132
Telephone: (502) 868-7641
E-mail: carroll.michael@florenceaz.gov
Website: www.florenceaz.gov

BIDDING DOCUMENTS: Bidding Documents, including diagrams, photographs, reports 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: 35 Calendar Days from the Notice to Proceed.

GENERAL OR BID PROCESS QUESTIONS: carroll.michael@florenceaz.gov

TECHNICAL QUESTIONS: All questions must to be submitted via email only by **5:00 PM, 03/23/2015** Answers to questions and other clarifications will be in the final Addenda issued through the Issuing Office on **03/25/2015**



PROJECT DESCRIPTION

The project is generally a re-painting of an existing water tower. The project includes but may not be limited to:

- Surface preparation
- Painting and/or coating



TABLE OF CONTENTS OF BIDDING DOCUMENTS

<u>DOCUMENT</u>	<u>PAGE NO.</u>
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Project Description	3
Table of Contents of Bidding Documents	4
Bid Submittal Checklist	5
Instructions To Bidders	6
Contract	14
General Conditions of Contract	20
Town Revisions to MAG Specifications	38
Insurance Requirements	40
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List of Subcontractors	45
Statutory Bid Bond	46
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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 Architect 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 not be held. Bidders may view the site by appointment by contacting the Public Works Department. Architect will transmit to all prospective Bidders of record such Addenda as Architect considers necessary in response to questions arising from site visits. 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 Architect 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. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Instruction 7. The Bidder shall submit three (3) copies of all bidding documents.
- 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

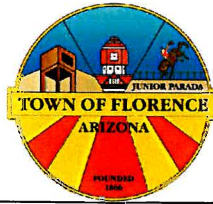
INSTRUCTION 16: AWARD AND SIGNING OF CONTRACT

- 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
Water Tower Re-Painting
Project # N/A

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:
Telephone:
E-mail:

CONTRACTOR: {Name}
{Address}
Arizona ROC No.:
Federal Tax ID No:
Representative:
Telephone:
E-mail:

ARCHITECT {Name}
{Address}
Representative:
Telephone:
E-mail:

PROJECT DESCRIPTION: Water Tower Re-Painting

PROJECT LOCATION: 565 S Quartz St., Florence, AZ 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	Specifications
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:

None

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 include in the ITB.

ARTICLE 3 – DESIGN PHASE SERVICES

Contractor shall provide engineering for the shade structure.

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: None

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:
None.

5.3 Additional Information to be provided by Town, if any, is listed below: None

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 30 days after NTP. 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: 35 days after NTP

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:

\$100.

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:

\$100.

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 \$bid price plus accepted alternates.

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: _____

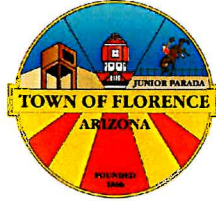
Its: _____

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), 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

Not used.

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

Not used

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, 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 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 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; (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.

List of Special Provisions:

Plans: No plans

Specifications:

Book specifications

Other Special Provisions:

Project Location map

Project Pictures

Tower lettering

Current Coating Assessment and Coating System Guide

Pre-Renovation Asbestos & Lead Paint Survey

BID SCHEDULE

**WATER TOWER RE-PAINTING
PROJECT #: N/A**

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:

BASE BID _____

ALTERNATES

ALTERNATE 1 – EPOXY COATING _____

ALTERNATE 2 – ENCAPSULATION COATING _____

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: Water Tower Re-Painting

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

Form W-9 (Rev. November 2005) Department of the Treasury Internal Revenue Service	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)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ <input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) 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 2. 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 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 ▶
------------------	----------------------------	--------

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:

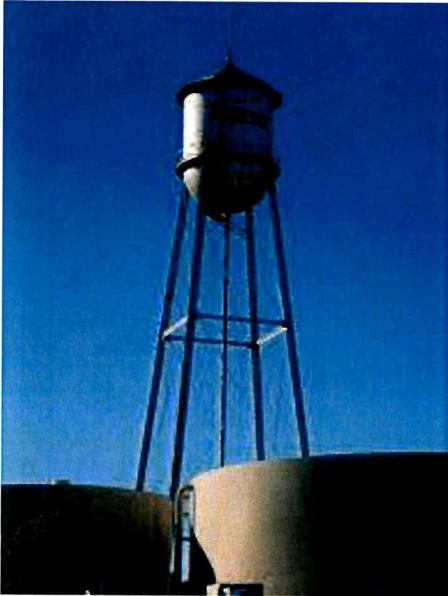
- The U.S. owner of a disregarded entity and not the entity,

PHOENIX 55462-3 203647v1

PROJECT PICTURES

PROJECT NAME: **Town of Florence Water Tower Re-Painting**

Pictures of the 'Project' of which the "Work" of the Contract is a part titled "**Town of Florence Water Tower Re-Painting**" are found below. Pictures are for informational purposes only and shall not be relied on for accuracy and condition. Additional pictures can be found in the SURVEYS AND STUDIES section of this document.



TOWER LETTERING

PROJECT NAME: **Town of Florence Water Tower Re-Painting**

The 'Project' of which the "Work" of the Contract is a part titled "**Town of Florence Water Tower Re-Painting**" shall include the re-painting of the lettering found on the tank section of the water tower.

SIZE AND LOCATION: The lettering shall be of the same size and location as the existing lettering.

TEXT: The text shall read "Town of Florence" using a combination of cursive and arial fonts similar to the example below.

Town of FLORENCE

SAMPLE: The contractor shall provide a sample of the lettering to the Town for review and approval prior to commencing the work.

SECTION 09 90 00

PAINING

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Surface preparation.
- B. Prime coat application.
- C. Finish coat application.

1.2 WORK NOT INCLUDED

- A. Surfaces Not To Be Painted:
 - 1. Items with factory-applied final finish.

1.3 REFERENCES

- A. AQMD - Air Quality Management District, Local Regulations.
- B. ASTM D4444 - Use and Calibration of Hand-Held Moisture Meters.

1.4 QUALITY ASSURANCE

- A. Product Manufacturer: Company specializing in manufacturing quality paint and finish products with ten years experience.
- B. Applicator: Company specializing in commercial painting and finishing with five years experience.
- C. Single Source Responsibility: Provide complete paint system consisting of primers, undercoat paint, and finished coat produced by a single manufacturer.

1.5 REGULATORY REQUIREMENTS

- A. Conform to EPA, OSHA, AQMD and Local Regulations.
- B. Comply with applicable codes and regulations of governmental agencies having jurisdiction including those having jurisdiction over airborne emissions and industrial waste disposal. Where those requirements conflict with this Specification, comply with the more stringent provisions.
- C. Comply with current Federal toxicity and air quality regulations (VOCs) and with Federal requirements on content of lead, mercury, and other heavy metals. In addition, solvents

March 2015

Town of Florence Water Tower Re-Painting
Painting

used in paint products shall not contribute to air pollution.

1.6 SUBMITTALS

- A. Provide product data on all finishing products.
- B. Submit three samples 8-1/2 inch x 11 inch in size illustrating range of colors and textures available for each surface finishing product scheduled for selection.
- C. Prepare wood samples on type and quality of wood specified.
- D. Submit manufacturer's application instructions.

1.7 FIELD SAMPLES

- A. Provide field sample panel, illustrating coating color, texture and finish for each color scheduled. Provide field sample of lettering.
- B. Locate as approved by Facilities Manager.
- C. Approved sample may remain as part of the Work.
- D. Do not proceed with coating application until sample panel has been approved.

1.8 DELIVERY, STORAGE AND HANDLING

- A. Deliver products to site in sealed containers containing manufacturer's name and label.
 - 1. Product name or title of material.
 - 2. Product description (generic classification or binder type).
 - 3. Manufacturer's stock number and date of manufacture.
 - 4. Contents by volume, for pigment and vehicle constituents.
 - 5. Thinning instructions.
 - 6. Application instructions.
 - 7. Color name and number.
- B. Remove discarded paint materials, cans, wiping rags, and waste from the building at the end of each workday. Take every precaution to avoid danger of fire. Clearly mark contents of opened containers. Remove damaged and otherwise unsuitable materials from the project site.
- C. Store paint materials at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in well ventilated area unless permitted otherwise by manufacturer's instructions.
- D. Take precautionary measures to prevent fire hazards and spontaneous combustion.

1.9 ENVIRONMENTAL REQUIREMENTS

- A. Provide continuous ventilation and heating facilities to maintain surface and ambient temperatures above 45 degrees F for 24 hours before, during and 48 hours after application of finishes, unless permitted otherwise by manufacturer's instructions.

- B. Do not apply exterior coatings during rain, or when relative humidity is above 50 percent, unless permitted otherwise by manufacturer's instructions.
- C. Minimum Application Temperatures for Latex Paints: 45 degrees F for interiors; 50 degrees F for exterior; unless required otherwise by manufacturer's instructions.
- D. Minimum Application Temperature for Varnish and transparent Finishes: 65 degrees F for interior or exterior, unless permitted otherwise by manufacturer's instructions.
- E. Provide lighting level Provide lighting level of 80 ft candles (860lx) measured mid-height at substrate surface.

1.10 EXTRA STOCK

- A. Provide an extra stock equaling 5 percent of each color, type and gloss of paint used on the Work, but not more than five gallons for each.
- B. Label each container with color, texture and room locations in addition to the manufacturer's label.

1.11 GUARANTEE

- A. Guarantee the painting work against peeling, fading, cracking, blistering or crazing for a period of two years from the Date of Certified Completion for painting of new surfaces and existing surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Products of the following manufacturers form the basis for design and quality intended.
 - 1. Frazee Paints.
 - 2. Dunn-Edwards Corporation.
 - 3. Sherwin Williams
 - 4. Vista Paints
 - 5. ICI Paints
 - 6. Fiberlock
- B. Or equal as approved in accordance with Section 01600 for Substitutions.

2.2 MATERIALS

- A. Coatings: Ready mixed, except field catalyzed coatings. Process pigments to a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating.
- B. Colors and Glosses: Match adjacent surfaces.
- C. Undercoats and Thinners: Provide undercoat paint produced by the same manufacturer as

the finish coat. Use only the thinners recommended by the paint manufacturer and use only to the recommended limits. Insofar as practicable, use undercoat, finish coat and thinner material as parts of a unified system of paint finish.

- D. Coatings: Good flow and brushing properties; capable of drying or curing free of streaks or sags.
- E. Accessory Materials: Linseed oil, shellac, turpentine, paint thinners and other materials not specifically indicated but required to achieve the finishes specified of commercial quality.
 - 1. Patching Material: Latex filler.
 - 2. Fastener Head Cover Material: Latex filler.
- F. Gloss Range: Gloss ranges differ between manufacturers. Comply with ASTM D 523 for gloss range to insure specified gloss. Gloss designation on paint can may or may not comply with specified gloss ranges. Refer to measured gloss.
 - 1. Flat: Below 15%, measured at 85 degree meter.
 - 2. Eggshell: 5% to 20% measured at 60 degree meter.
 - 3. Satin: 15% to 35%, measured at 60 degree meter.
 - 4. Semi-gloss: 30% to 65% measured at 60 degree meter.
 - 5. Gloss: Over 65% measured at 60 degree meter.

2.3 APPLICATION EQUIPMENT

- A. For application of the approved paint, use only such equipment as is recommended by the manufacturer.
- B. Compatibility: Prior to actual use of application equipment, use all means necessary to verify that the proposed equipment is actually compatible with the material to be applied and that the integrity of the finish will not be jeopardized by use of the proposed application equipment.

2.4 FINISHES

- A. Refer to schedule at end of Section for surface finish. Notwithstanding product numbers listed in schedule, Contractor shall conform to most recent product numbers as published by the manufacturer.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- C. Test sample area to ensure adhesion. Coordinate testing with coating manufacturer.

3.2 MATERIALS PREPARATION

- A. Mix and prepare painting material in accordance with manufacturer's recommendations.
- B. Store materials not in actual use in tightly covered containers.
- C. Maintain containers used in storage, mixing and application of paint in a clean condition, free from foreign materials and residue.
- D. Stir all materials before application to produce a mixture of uniform density and as required during the application of materials. Do not stir into the material any film which may form on the surface. Remove the film and strain the material before using.

3.3 SURFACE PREPARATION

- A. Remove any trim and fittings prior to preparing surfaces or finishing.
- B. Correct minor defects and clean surfaces which affect work of this Section.
- C. Shellac and seal marks which may bleed through surface finishes.
- D. Impervious Surfaces: Remove mildew by scrubbing with solution of tri-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- E. Galvanized Surfaces: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer for existing painted surfaces, remove existing paint thoroughly to bear metal and paint.
- F. Steel and Iron Surfaces: Remove grease, scale, dirt and rust, clean with lead safe cleaner. Where heavy coatings of scale are evident, remove by wire brushing or sandblasting; clean by washing with solvent. Follow regulatory requirements for lead-based paint. Surface clean rusted areas back to bare metal per SSPC SP2/3 or SSPC SP 11. Prime paint after repairs with: Base Bid – Pro-cryl Universal Primer by Sherwin Williams; Alternate Bid 1 - Macropoxy 464 FC Epoxy by Sherwin Williams; Alternate Bid 2 – Power Rust Stop by Fiberlock Technologies; or as approved in accordance with Section 01600 for substitutions.
- G. Shop Primed Steel Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Spot prime bare steel surfaces to match existing primer.

3.4 APPLICATION

- A. Apply products in accordance with manufacturer's instructions.
- B. Do not apply finishes to surfaces that are not dry.
- C. Apply each coat to uniform finish. Number of coats specified is a minimum. Additional coats shall be applied at no extra cost, if coatings show evidence of uneven application, uneven

pigmentation, brush strokes or otherwise unsatisfactory distribution of material.

- D. Under coats shall be lighter and brighter in tint than finish coat.
- E. Sand lightly between coats to achieve required finish unless prohibited by manufacturer.
- F. Allow applied coat to dry before next coat is applied.

3.5 CLEANING

- A. As Work proceeds, promptly remove paint where spilled, splashed, or spattered.
- B. During progress of Work maintain premises free of unnecessary accumulation of tools, equipment, surplus materials and debris.
- C. Collect cotton waste, cloths, and material which may constitute a fire hazard, place in closed metal containers and remove daily from site.

3.6 SCHEDULE

Based on Sherman Williams Paints and Fiberlock Technologies. Other approved manufacturers are acceptable.

- A. Exterior Paint Systems:

Ferrous Metal - 3 Coat System (Base Bid):

Prime coat and touch up coat on pre-primed material, 1.25 mils DFT: Pro-cryl Universal Primer.
Second and third coats, each 1.25 mils DFT: SherCryl to match existing colors.

Ferrous Metal - 3 Coat System (Alternate 1):

Prime coat and touch up coat on pre-primed material , 1.25 mils DFT: Macropoxy 646 FC Epoxy.
Second coat, 1.25 mils DFT: Macropoxy 646 FC.
Third Coat, 1.25 mils DFT: SherCryl to match existing colors.

Ferrous Metal - Encapsulating System (Alternate 2):

Prime coat and touch up coat on pre-primed material, each 1.25 mils DFT: Power Rust Stop.
Second coat 3 mils DFT: Grip Tack
Third Coat 7 mils DFT: LBC Lead Encapsulant to match existing colors.

END OF SECTION

INDUSTRIAL INSPECTION AND CONSULTING, LLC
CERTIFIED NACE AND SSPC INSPECTION AND CONSULTING SERVICES

**TOWN OF FLORENCE
ELEVATED TANK
EXTERIOR**

**CURRENT COATING ASSESMENT AND
COATING SYSTEM GUDE**

FLORENCE, ARIZONA

PREPARED FOR THE TOWN OF FLORENCE

PO BOX 51026 PHOENIX, ARIZONA 85076-1026

gregsprinkle@hotmail.com

Phone 480-993-8999

INDUSTRIAL INSPECTION AND CONSULTING, LLC

CERTIFIED NACE AND SSPC INSPECTION AND CONSULTING SERVICES

September 3, 2014

Carroll Michael
Facilities Manager
Town of Florence Public Works Department
425 E. Ruggles Street
PO Box 2670
Florence, Arizona 85132

Project: Town of Florence Elevated Water Tank

Mr. Michael,

Per my site visit to the above mentioned project I have recorded the following. Also included is a system guide for the surface preparation and coating system that will offer excellent corrosion protection, as well as, unequaled UV stability.

Current Coating Condition: The current coating system is offering very minimal corrosion protection and is need of being removed and recoated. The current coating has many areas of delamination and unsound coating and will not be a candidate for over coating. It is clear from the visible bare substrate that the steel was never surface prepared properly and at this point abrasive blasting will be required to achieve a sound surface condition for the newly installed coating system. It should also be noted that lead abatement can be achieved prior to or during the abrasive blasting process. This eliminates additional cost and liability by having the selected coating contractor (that is also lead removal certified) to perform both. There are blast and treatment additives that achieve non-leachable lead results, and at the same time achieving the specified surface preparation in one step. Something to consider. The following is the surface preparation requirements and coating system that is in line with current AWWA standards and industry recognized as the best performance system for this type of application. I also conducted adhesion testing on the current coating system in accordance with ASTM 4541 "Adhesion Testing by the Use of Portable Adhesion Testers". The results were, 526 PSI, 642 PSI, 787 PSI, and 858 PSI. Although some of the pull tests might be over what most manufacturers would consider a candidate for an over coat, it is too inconsistent from a performance and aesthetical one.

Surface Preparation: The surface preparation shall be in accordance with an SSPC-SP 6 Commercial Blast cleaning. Again this standard can be achieved post lead remediation or during the remediation process. The sandblasting abrasives shall be of angular shape (like garnet) to achieve a surface profile of 1.5 to 2.5 mils. All local, state, and federal laws will be strictly followed as it relates to soil sampling, worker safety, and disposal laws.

Prime Coat: The prime coat shall be PPG 68HS zinc rich primer applied at 3.0-5.0 mils dry film thickness.

Intermediate Coat: The intermediate coat shall be Amerlock 2 epoxy. Hand striping of this product shall be worked in to back to back angles, edges, welds, and other surface imperfections prior to full intermediate coat applied at 3.0-5.0 mils dry film thickness.

Finish Coat: The finish coat shall be PPG PSX700 Polysiloxane applied at 3.0-5.0 mils dry film thickness.

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Phone 480-993-8999

INDUSTRIAL INSPECTION AND CONSULTING, LLC
CERTIFIED NACE AND SSPC INSPECTION AND CONSULTING SERVICES

TOTAL SYSTEM: 9.0-15.0 dry film thickness

Respectfully,
Gregory Scott Sprinkle
Greg Sprinkle
Certified Level III NACE Inspector #5417
Certified SSPC Protective Coating Inspector



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INDUSTRIAL INSPECTION AND CONSULTING, LLC

CERTIFIED NACE INSPECTORS

Paint Inspection Photo Documentation

TOWN OF FLORENCE ELEVATED WATER STORAGE TANK EXTERIOR



Company:	Town of Florence	Report No.	1	Page	1
Project:	Elevated Storage Tank	Job No.	Florence		
Location:	Florence, Arizona	Date:	9/3/2014		

OLE A. SOLBERG, P.E.
CONSULTING ENGINEER

Pre-Renovation Asbestos & Lead Paint Survey

Location:
Town of Florence Water Tower
565 N Quartz
Florence, Arizona 85132

Prepared for:
Carroll Michael, Facilities Manager
Town of Florence
425 E. Ruggles Street
PO Box 2670
Florence, AZ 85132

Project Number 214043

Prepared by:



Ole A. Solberg, P. E.

August 5, 2014

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APPENDIX B - Homogenous Area Descriptions & Bulk Sample Logs

APPENDIX C - Laboratory Summary, Laboratory Analysis & Chain of Custody

APPENDIX D - Certifications



[Handwritten signature]
Sept 3/14

1.0 SUMMARY

Site Description.....Town of Florence Water Tower
 Site Location.....565 N Quartz, Florence, Arizona, 85132
 ContactCarroll Michael Phone Number(520) 868-7641
 Type of InspectionLimited NESHAPS Renovation Inspection, Lead Based Paint Sampling
 Date Inspected.....July 31, 2014
 Inspector.....Ole A. Solberg, P.E.
 Inspector's EPA/AHEARA Certificate NumberF 9960 Training ProviderTAI
 Certificate Expiration DateMay 2, 2015
 Number of homogenous areas identified1
 Number of samples taken.....3
 Homogenous areas assumed positive.....None

1.1 Asbestos Summary

Functional Space: Water Tower

Category I Non Friable Material (may be demolished in place, must be removed if burned)

Homogenous Area	Amount	U/M	Result
None	N/A		N/A

Category II Non-Friable Material (required removal depends on demolition methods used, must be removed if burned)

Homogenous Area	Amount	U/M	Result
None	N/A		N/A

Category II Friable Material (must be removed if demolished or burned)

Homogenous Area	Amount	U/M	Result
None	N/A		N/A

1.2 Lead Paint Summary

Functional Space: Water Tower

Lead Based Paint

Homogenous Area	Amount	U/M	Result
Exterior Paint	N/A		Positive (> 0.5%)

2.0 INSPECTION DESCRIPTION

An asbestos survey was performed on the Town of Florence Water Tower on July 31, 2014, by Ole A. Solberg, P.E., as requested by Carroll Michael of the Town of Florence. The purpose of this survey was to identify asbestos-containing materials (ACM's) used in the construction of the building prior to renovation. This survey was performed in general accordance with the guidelines set forth in U.S. Environmental Protection Agency (EPA) 40 Code of Federal Regulations (CFR) Part 763 Asbestos-Containing Materials in Schools: Final Rule and Notice (AHERA), and 40 CFR Part 61 National Emission Standards for Hazardous Air Pollutants (NESHAP); Asbestos NESHAP Revision; Final Rule.

The exterior paint was also sampled to determine if the paint contains lead prior to possible removal and repainting.

This survey was destructive in nature and all accessible materials were sampled for asbestos. Hidden pipes, locked rooms, etc. were not sampled. Commonly known building materials that contain asbestos were assumed to contain asbestos. The sampling of the building materials (i.e., floors, walls, ceiling, insulation, roofs, thermal pipe insulation, and other miscellaneous materials) were performed on a homogenous-area basis. A homogeneous material is defined as uniform in color and texture. Friable and nonfriable materials were sampled and tested. Friable asbestos material, as defined by NESHAP, is any material containing more than 1 percent asbestos that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

Only those areas and materials identified in this report were surveyed. All other areas and materials of construction not identified in this report must be assumed to be asbestos containing material unless they are surveyed and or sampled by an EPA certified AHERA inspector. Three bulk samples were collected from the subject site during this survey. One homogenous area was identified during the survey. None of the homogenous areas were assumed with the presence of asbestos.

3.0 LIMITATIONS

This report has been prepared in accordance with generally accepted practices for use by the client for evaluation purposes. The named inspector observed that degree of care and skill generally exercised by the profession under similar circumstances and conditions.

This report does not, in any way, represent a warranty or guarantee that there are no asbestos containing material (ACM) within the building, or within building components that are not accessible or sampled during the survey. Destructive sampling was undertaken during the survey. It should be noted that the ACM test program results were based on the named inspector's field investigation and analyses of selected samples which are assumed to be representative of the materials within the structure. It is recommended that, unless a renovation area/material has been sampled and shown through analysis to be negative, the material should be assumed to be asbestos-containing, until sampled and analyzed for the presents of asbestos.

This report has been prepared on behalf of and for the exclusive use of Town of Florence, solely for their use and reliance in the evaluation of this site. This report and the findings contained herein shall not, in whole or in part, be disseminated or conveyed to any other party, nor used by any other party in whole or in part, without the prior written consent of Town of Florence.

4.0 SITE INFORMATION

4.1 Site Inspection

An asbestos survey was performed on July 31, 2014, by Ole A. Solberg, P.E., an EPA/AHERA accredited Asbestos Inspector No. F 9960. The purpose of this survey was to identify ACM's used in the construction of the buildings on the subject site prior to renovation.

4.2 Site Description

The subject site is a municipal water well, pumping, and storage tank facility. The subject tank is the only elevated (110 feet) tank onsite. The other tanks are not elevated. The subject tank is currently not in use. It is a steel tank with structural steel supports. The supports are a lattice structural style and fastened with bucked steel rivets. The exterior paint is in poor condition. There are multiple layers. The exterior layer is silver. The underlayer is a light green. The site is located at 565 N Quartz, Florence, Arizona.

4.3 Review of Building Plans

No building plans were available for review.

4.4 Review of Prior Surveys

No prior surveys were available for review.

5.0 SAMPLING AND ANALYTICAL METHODOLOGY

5.1 Sampling Methods

5.1.1 Asbestos

A complete visual inspection was performed to acquaint the inspector with a total perspective of the building. Homogenous areas were mapped where building materials of the same type; style and composition were used in the same manner.

All of the samples were collected in general accordance with AHERA and NESHAP guidelines. Materials were determined to be friable or non-friable by touch. Representative samples were taken in random/convenience fashion of the homogeneous areas, using variations of the EPA random sample pattern. Samples were obtained by physically removing a small portion of the material using wet methods and a slicing technique. All layers of the material sampled were penetrated, and the disturbance of the adjacent material was kept at a minimum. The sample was

then placed into a labeled container and sealed. The sampling instrument was then wiped with a wet disposable towel to remove material that could contaminate the next sample. All samples were labeled, identifying the sample number, then logged into a Chain-of-Custody with a brief description of the sampling material. The sample number and a description of the homogenous material sampled were marked on a copy of the building plans when available. The survey was non-destructive: therefore, hidden pipe chases, locked rooms, and restricted areas were not accessed for inspection.

Bulk samples were submitted for analysis to Fiberquant, Inc. and cross-referenced to the locations in which they were taken to determine which areas of the structure have asbestos containing building materials. Chain-of-Custody protocols were followed throughout the collection and analysis process.

5.1.2 Lead

Lead paint samples were taken using a similar technique. Lead paint samples were taken at the same location as the asbestos samples at the same time. All sample logs are identical except for the sample number. Lead paint samples start with "2".

5.2 Analytical Methods

5.2.1 Asbestos

The samples that were collected from the subject site were delivered with a proper Chain-of-Custody to a Phoenix laboratory, Fiberquant, Inc. Fiberquant's laboratory is fully accredited by the National Voluntary Laboratory Accreditation Program (NVLAP) # 101031-0. The analytical procedure used for bulk samples is EPA 40 CFR, Ch 1, Pt 763, Subpart F, App A, Polarized Light Microscopy with Dispersion Staining.

5.2.2 Lead

The samples that were collected from the subject site were delivered with a proper Chain-of-Custody to a Phoenix laboratory, Fiberquant, Inc. Fiberquant participates in the Environmental Lead Proficiency Analytical Testing (ELPAT) program, is accredited by AIHA-LAP, LLC for environmental lead in paint (Lab # 101593), and is recognized by the National Lead Laboratory Accreditation Program (NLLAP) for the analysis of Pb (Lead) in paint.

The samples were analyzed for Pb (total) using "Test Methods for Evaluating Solid Waste" (SW 846, December 1996 updates). The extraction/digestion method is SW 3050b. The analytical method is "flame atomic absorption, direct aspiration", SW 7420.

6.0 BULK SAMPLE ANALYSIS AND HOMOGENOUS AREAS

6.1 Laboratory Results

Copies of the lab results are provided in the Appendix C.

7.0 RECOMMENDATIONS

7.1 Asbestos

Current National Emissions Standard for Hazardous Air Pollutants (NESHAP) regulations classify ACM into the following categories: Category I materials, Category II non-friable materials and Category II friable materials that are called Regulated Asbestos Containing Materials (RACM).

Category I materials are resilient floor coverings, gaskets, packing and roofing materials containing greater than 1% asbestos. Category I materials only need to be removed from a structure prior to demolition, renovation or repair if they are in poor condition, are friable, or would be subjected to sanding, cutting or abrading. Category I materials that remain intact without significant breakage would not require removal prior to demolition. No Category I material was found.

Category II materials are all other ACM's. Category II material is broken down into two sub-categories which are Category II non-friable ACM and Category II friable ACM. Category II nonfriable ACM is any material, excluding Category I, containing greater than 1 % asbestos that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand. These items do become friable during normal demolition activities and thus are considered regulated. No Category II material was found.

RACM are any materials containing more than 1% asbestos that, when dry can be crumbled, pulverized, or reduced to powder by hand pressure or cause an emission (Category II friable ACM's). RACM's must be removed prior to demolition or renovation activities and disposed of in a landfill, which has been approved to accept asbestos. No RACM material was found.

7.2 Lead

The results for lead in the paint are as follows:

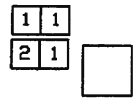
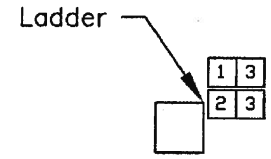
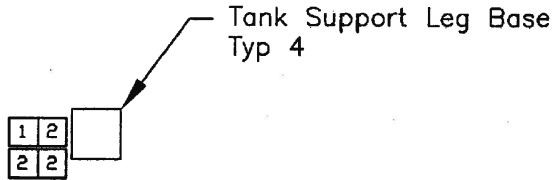
Sample #	Pb (ppm)	Pb (wt. percent)
2-1	28,000	2.8%
2-2	67,000	6.7%
2-3	79,000	7.9%

Paint is typically characterized as "Lead Based Paint" when it contains lead above 5,000 ppm (0.5%). This standard is an EPA and HUD standard for "targeted housing" in a residential setting. There is no official standard for commercial use. All samples greatly exceed this standard, and, should be inferred to be "Lead Based Paint". Also, the paint was not tested by EPA's TCLP (Toxic Leach Characteristic Method) method. The TCLP method is used to determine if the paint residue is a regulated hazardous waste. Specific guidance cannot be given as the paint removal method is unknown.

This report should be furnished to anyone proposing to perform removal or remedial work with the water tower paint in order for them to protect employees and the public. The results will also assist in deciding on proper disposal methods for any paint residue.



NOTE:
HA #2 INDICATES LEAD PAINT SAMPLE LOCATIONS



Location:
Town of Florence Well Site & Tank Yard
565 N Quartz
Florence, AZ 85132

HA # HA - Homogenous Area
- Sample Number

Drawing is approximate and not to scale



EXPIRES 3/31/16

Date: 8/6/2014	Drawn By: Ole A. Solberg	Job Name: Florence Water Tank	Job No: 214043
Site Plan			Dwg No: 1
			Rev

List of Homogenous Areas

Project Name Florence Water Tower Paint Testing

Job Number 214043

Functional Area # 1

Functional Area Description Water Tower

Area #	Homogenous Area Description	Amount	Type	Friable	Test Status	Category
1	Exterior Paint	1,000 SF	Misc	Non-Friable	Negative	NR

ACM - Asbestos Containing Material

Cat I - Category I ACM

Cat II - Category II ACM

RACM - Regulated ACM

NR - Not Regulated, No ACM

Inspector Ole A. Solberg

Signature 

Date

9/17/14

Bulk Sample Log

Project Name Florence Water Tower Paint Testing
Project Number 214043

Functional Area # 1

Functional Area Description: Water Tower

Homogenous Area #	1	Manner of Sampling:	Random
Description	Exterior Paint	Type of Suspect Material:	Misc
Amount of Material	1,000 SF	Friability Category:	Non-Friable
Asbestos Containing Material:	Negative	Category	NR

Sample Number	Sample Location	Date Sampled	Time Sampled	Result
1-1	Southwest Leg Base 0H	7/31/2014	1:39 PM	Negative
1-2	Northwest Leg Base 0H	7/31/2014	1:42 PM	Negative
1-3	Northeast Leg 16 H	7/31/2014	1:51 PM	Negative

Inspector: Ole A. Solberg P.E.

Signature 

Accreditation Agency:
The Asbestos Institute

State:
EPA

Accreditation #
F9960

Date Issued:
5/2/2014



Polarized Light Microscope (PLM) Analysis for Asbestos in Bulk Sample

JobNumber: 201407662

Client:

SOLBERG OLE

508 E BARRUS PL

CASA GRANDE, AZ 85122-0000

Office Phone: (520) 836-0270

FAX: (520) 836-0355

Samples: 3 **PLM Rec:** 8/4/2014 **Method:** EPA 600/R-93/116

The "New" Method; see below

Client Job: 214043 Town of Florence Water Tower

PO Number:

Report Date: 8/7/2014

Date Analyzed: 8/7/2014

Routing Number: -

Method and Analysis Information: Fiberquant Internal SOP: PLMn

Each bulk sample is first dissected under a 7-30x magnification stereo-microscope. This examination is used to determine the general type of sample, how many and what type of layers it has, and initial estimates of fiber types and quantities. Second, liquid media mounts are made of each layer - such mounts may be of selected fibers (used solely for identification purposes) or may be representative of the layer as a whole (used for quantitation purposes). The mounts may be made in a synthetic Canadian balsam, one of several solvents, or in refractive index oils (media of known refractive index). Generally, a variety of different mounts are made: some optimized for fiber visibility, some optimized for fiber identification, and some optimized for fiber quantitation. The mounted slides are then examined at 50-400x magnification on a Nikon Labphot-pol microscope. Optical characteristics are used to identify each observed fiber type; the optical data are contained for each sample on its detail analysis sheet, attached.

Current EPA and NESHAP regulations designate a result of $\leq 1\%$ asbestos as "negative" and $> 1\%$ asbestos as "positive". Samples containing layers that have been determined to be "positive" may have to be handled differently during a renovation or demolition than samples whose layers have been determined to be "negative."

The method of fiber identification and quantitation is the "Standard Operating Procedures for the Analysis of Asbestos in Bulk Samples using Polarized Light Microscopy", Chapter 7 of the Quality Assurance and Management Manual. This SOP and its associated reporting have been designed to satisfy all requirements in both EPA Method 600/M4-82-020 (The Interim Method) and EPA Method 600/R-93/116 (The New Method). The Interim Method is the required method for AHERA (US EPA 40 CFR Pt. 763), but this method calls for the reporting of composited results of multi-layered samples that is no longer an acceptable reporting practice in most circumstances. Current EPA rules, such as NESHAP (US EPA 40CFR Pt. 61), as well as NVLAP accreditation policies, call for separate reporting for each layer of multi-layered samples. The New Method contains the same procedures for identification and quantification of asbestos as does the Interim Method, except that multi-layered samples are reported to comply with the latest US EPA rule. Fiberquant not only reports the asbestos content of each layer of multi-layered samples separately (satisfying current EPA and NVLAP reporting requirements), but Fiberquant also reports what percentage of the sample each layer comprises. Therefore, the results may be arithmetically composited to satisfy the reporting requirements of the Interim Method. The method of fiber quantitation is an estimation technique in which the analysts quantitation is routinely calibrated by reference quantitation standards, and which has been shown to be equivalent in precision and accuracy to point counting. Friability is estimated for the purposes of deciding when to point count. Friabilities determined in the field take precedence over those determined in the laboratory. Those sample layers which are friable and estimated by the analyst to contain $\leq 1\%$ asbestos are point counted using 400 points. Such point counting is required by NESHAP (National Emission Standards for Hazardous Air Pollutants, Nov. 1990) in order to rely on analytical results that are $\leq 1\%$. The coefficient of variation for the estimation quantitation technique is 100% in the range 0-5%. This means that PLM analysis is not capable of conclusively determining whether a layer containing close to 1% asbestos is actually "positive" or "negative". For this reason, Fiberquant refers to results where asbestos was detected but $\leq 1\%$ as "borderline negative", and results where asbestos was $> 1\%$ but $\leq 2\%$ as "borderline positive" to indicate the uncertainty in assigning a "positive" or "negative" label. In the sample summary, "ND" means that no asbestos was detected during the analysis. A "Tr" or "Trace" of asbestos reported is defined for our purposes as the detection of several asbestos fibers during the analysis; this level would be right at the limit of detection for the method. Trace is only reported on the analysis detail - in the summary a trace would be reported as $\leq 1\%$. The limit of detection (the smallest % of asbestos that can be detected) varies greatly depending on the matrix in which the asbestos is found. As little as 0.001% asbestos can be detected in favorable samples, while detection in unfavorable samples may approach the detection limit of 1% stated in the method. During the analysis, the analyst, for Fiberquant identification purposes only, determines the "apparent sample type" and "apparent layer types." It must be emphasized that these types are only what is apparent. Often, different materials appear similar or identical after sampling, so the analyst may assign a type other than what was sampled.

Floor tiles present a special problem for PLM asbestos analysis. Floor tile can contain chrysotile fibers so thin that they cannot be resolved by optical methods. In such a case, we may observe a percentage of asbestos which is lower than the actual percentage, or not observe asbestos at all when some is present. For this reason, floor tiles reported as negative should be confirmed to be negative using transmission electron microscope (TEM) analysis. Likewise, vermiculite insulation materials containing traces of asbestiform asbestos present a problem for routine PLM analysis - the amphiboles are sometimes present in trace amounts inhomogeneously distributed. For this reason, loose vermiculite samples reported as negative should be confirmed to contain no amphibole using hydroseparation techniques.

The samples were analyzed under the following ongoing quality assurance program: Blank samples are routinely analyzed to maintain contamination-free materials. Each analyst has at least a bachelor's degree in physical science, and has also completed extensive training specific to asbestos analysis for 1-3 months before being allowed to analyze client samples. Qualitative reference samples are routinely analyzed to assure that analysts can identify asbestos and asbestos-look-alike fibers. Quantitative reference samples are routinely analyzed to calibrate and characterize the

estimation procedure. Microscope alignment is checked each day. Refractive index oils are calibrated at least quarterly. At least 10% of client samples are re-analyzed from scratch by a different analyst than the original, and any discrepancies are resolved for the sample and similar sample types before the results are reported. All quality checks performed for these samples were in control except as detailed in the "Analytical Notes" below. All analysts participate in interlab round robins and proficiency testing to assure competence. Fiberquant is accredited by NVLAP (Lab #101031) for the analysis of bulk samples for asbestos using PLM. Accreditation does not imply endorsement by the EPA, any other United States governmental agency or any private agency or association. Each lab analysis refers only to the sample tested, and may not, due to the sampling process, be representative of the material sampled. This report may not be reproduced except in full, without the approval of Fiberquant Analytical Services.

Some results may have been calculated using client supplied data, such as volume or area sampled, for which Fiberquant assumes no liability for accuracy.

Job Analysis Notes:

PLM Analysis Summary: Job Number: **201407662** 214043 Town of Florence Water Tower

Sample Number		Lab Number	Apparent Sample Type *	Positive Layer Yes or No
Layer	Color	Apparent Layer Type *	Asbestos Results	
Sample # 1-1		2014-07662- 1	Miscellaneous	Positive Layer? No
Layer # 1	various	paint	<i>no asbestos detected</i>	
Sample # 1-2		2014-07662- 2	Miscellaneous	Positive Layer? No
Layer # 1	various	paint	<i>no asbestos detected</i>	
Sample # 1-3		2014-07662- 3	Miscellaneous	Positive Layer? No
Layer # 1	various	paint	<i>no asbestos detected</i>	

* Apparent Sample Types and Apparent Layer Types are as they appeared to the analyst. Since many types of materials appear similar after sampling damage, the apparent type of material may not be the actual type of material.

PLM Analysis Details

Job Number: 201407662

214043 Town of Florence Water Tower

Sample 1-1 **Lab Number** 2014-07662- 1 **Sampled:** **Condition:** acceptable
Analyzed By RAM 8/7/2014 **An?** OK **Apparent Smp Type** Miscellaneous Non-fibrous Solid
Homogeneous No **# Layers** 1 **Pos Layer?** No **# Sub-Samples** 3
Non-Fibrous Components (in approx. decreasing order): binder, filler,

Layers					Percents of Each Fiber					
#	Layer Type	%	Color	Friability	Fib 1	Fib 2	Fib 3	Fib 4	Fib 5	Fib 6
1	paint	100	various	1	n.d.	-	-	-	-	-
Total %		100	Overall %		n.d.	-	-	-	-	-

Fiber Identification: none

Fibers									Refractive Index Determinations				
#	Color	Mrph	Iso	Pleo	Bi	Elg	Ext	Oil	Col Par	Col Per	RI Par	RI Per	
1	none												
2													
3													
4													
5													
6													

Sample Analytical Note
 Procedure: tweased apart using forceps. Procedure: dissolution of matrix using solvent.

Sample 1-2 **Lab Number** 2014-07662- 2 **Sampled:** **Condition:** acceptable
Analyzed By RAM 8/7/2014 **An?** OK **Apparent Smp Type** Miscellaneous Non-fibrous Solid
Homogeneous No **# Layers** 1 **Pos Layer?** No **# Sub-Samples** 3
Non-Fibrous Components (in approx. decreasing order): binder, filler,

Layers					Percents of Each Fiber					
#	Layer Type	%	Color	Friability	Fib 1	Fib 2	Fib 3	Fib 4	Fib 5	Fib 6
1	paint	100	various	1	n.d.	-	-	-	-	-
Total %		100	Overall %		n.d.	-	-	-	-	-

Fiber Identification: none

Fibers									Refractive Index Determinations				
#	Color	Mrph	Iso	Pleo	Bi	Elg	Ext	Oil	Col Par	Col Per	RI Par	RI Per	
1	none												
2													
3													
4													
5													
6													

Sample Analytical Note
 Procedure: tweased apart using forceps. Procedure: dissolution of matrix using solvent.

Sample 1-3 **Lab Number** 2014-07662- 3 **Sampled:** **Condition:** acceptable
Analyzed By RAM 8/7/2014 **An?** OK **Apparent Smp Type** Miscellaneous Non-fibrous Solid
Homogeneous No **# Layers** 1 **Pos Layer?** No **# Sub-Samples** 3
Non-Fibrous Components (in approx. decreasing order): binder, filler,

Layers					Percents of Each Fiber					
#	Layer Type	%	Color	Friability	Fib 1	Fib 2	Fib 3	Fib 4	Fib 5	Fib 6
1	paint	100	various	1	n.d.	-	-	-	-	-
Total %		100	Overall %		n.d.	-	-	-	-	-

Fiber Identification: none

Fibers									Refractive Index Determinations				
#	Color	Mrph	Iso	Pleo	Bi	Elg	Ext	Oil	Col Par	Col Per	RI Par	RI Per	
1	none												
2													
3													
4													
5													
6													

Sample Analytical Note
 Procedure: tweased apart using forceps. Procedure: dissolution of matrix using solvent.

Fr=Friability: 1=very non-friable; 2= non-friable; 3=friable; 4=highly friable

Colors: B=black;BL=blue;BR=brown;CL=clear;G=Green;GY=gray;OR=orange;OW=off-white;PN=pink;PU=purple;R=red;TN=tan;W=white;Y=yellow;V=various

Fiber Morphology: A=fine fibers/bundles, white, sinewy, flexible; B=fine fibers/bundles, w-br, straight, broomed ends; C=fine fibers/bundles, blue, straight, broomed ends; D=fine to coarse fibers, CL-B, brittle; E=coarse fibers,CL or dyed, striated; F=coarse fibers or splinters, W-BR, ribbon-like; G=lath-like or shards, low aspect ratio, may taper

Iso=isotropism - may be yes or no; Pleo=pleochroism - may be yes or no; Bi=birefringence - may be None, Low, Medium or High

Elg=sign of elongation - may be +, - or B (both); Ext=extinction - may be Parallel, Oblique, None or Undulating; Oil=medium used to for dispersion staining

Col Par=dispersion staining colors parallel to the fiber (fiber/halo): b/w=black/white; dg/py=dark gray/pale yellow; vg/y=violet gray/yellow; db/ly=dark blue/lemon yellow;

vb/g= vivid blue/gold; sb/o=sky blue/orange; pb/r=pale blue/red; gb/dr=gray blue/dark red; w/b=white/black. Col Perp=same only perpendicular to fiber.

RI Par=refractive index parallel to fiber; RI Perp=refractive index perpendicular to fiber

Analyst: ROBERT A. MCCORMICK

Printed: 07-Aug-14

Original Print Date: 07-Aug-14

Larry S. Pierce, Approved Accreditation Signatory

FIBERQUANT

ANALYTICAL SERVICES

Fiberquant Analytical Services 5025 S. 33rd St.;
Phoenix, AZ 85040; Phone: 602-276-6139; FAX: 602-276-4558;
info@fiberquant.com

Analysis Request/Chain-of-Custody Form

Submitted by (Company) Ole A Solberg PE	
Address 508 E Barrus Pl	
City, State, Zip Code Casa Grande, AZ 85122	
Phone 520-836-0270	FAX
Email ole@solbergengineering.com	
Invoice to (Company) Same	
Address	
City, State, Zip Code	
Phone	FAX
Contact (print) Ole A Solberg	
Sampled by (signature) <i>[Signature]</i>	
Job Number or Project Name 214043 Town of Florence Water Tower	
PO Number	

<Analysis Method Requested> ONLY ONE METHOD per COC		Turn-around-time (choose one)			
		Rush	Norm	Ext.	
Asbestos by PLM	Method > Improved <input type="checkbox"/> or Interim <input type="checkbox"/>	Urg. Rush <3 hrs <input type="checkbox"/>	<6 hrs <input type="checkbox"/>	1-3 days <input checked="" type="checkbox"/>	15-30 days <input type="checkbox"/>
	Analyze > All <input checked="" type="checkbox"/> or ATPF <input type="checkbox"/>				
	If ATPF then > by Layer <input type="checkbox"/> or by Sample <input type="checkbox"/>				
	Single Layer Protocol > Yes <input type="checkbox"/> or No <input type="checkbox"/>				
Fibers by PCM	Method > 7400(Area) <input type="checkbox"/> ORM (Personal) <input type="checkbox"/>	<4 hr <input type="checkbox"/>	24hr <input type="checkbox"/>	-	
Asbestos by TEM	in Air > AHERA <input type="checkbox"/> Mod. AHERA <input type="checkbox"/>	<6hr <input type="checkbox"/>	24 hr <input type="checkbox"/>	3-5d <input type="checkbox"/>	
	in Water* > Water <input type="checkbox"/> Sludge <input type="checkbox"/>	1-2d <input type="checkbox"/>	3-5d <input type="checkbox"/>	N/A	
	in Bulk (Annex2) > Chatfield <input type="checkbox"/> Full Quant <input type="checkbox"/>				
	in Dust > Vacuum Dust (ASTM D-5755) <input type="checkbox"/>	3-5d <input type="checkbox"/>	5-10d <input type="checkbox"/>	N/A	
Pb by FLAA	Analyte > Pb <input type="checkbox"/> Other <input type="checkbox"/>	<6 hrs <input type="checkbox"/>	2-3 days <input type="checkbox"/>	N/A	
	Matrix > Filter > MCE <input type="checkbox"/>				
	Paint > by Area (mg/cm2) <input type="checkbox"/>				
	by Weight (ppm) <input type="checkbox"/>				
	Soil > <input type="checkbox"/>				
	Wipe > <input type="checkbox"/>				
	Check here certifying wipes used are ASTM E1792 compliant <input type="checkbox"/>				
Fungi	Air Sample > Zef <input type="checkbox"/> Aller <input type="checkbox"/> Oth <input type="checkbox"/>	<6 hrs <input type="checkbox"/>	1-2 days <input type="checkbox"/>	N/A	
	Bulk > Sample <input type="checkbox"/> Swab <input type="checkbox"/>				
	Tape Lift > Qualitative (%& type) <input type="checkbox"/> or Quantitative (type/cm2) <input type="checkbox"/>				
Soot	ASTM D6602-03B	Optical <input type="checkbox"/>	<6 hrs <input type="checkbox"/>	1-2 days <input type="checkbox"/>	N/A
		Optical & TEM <input type="checkbox"/>	1-2 days <input type="checkbox"/>	3-5days <input type="checkbox"/>	N/A
Other		Call	Call		

Sample # (1 per line)	Description/Location	Sample Date	Sample Time	Vol. or Area
1) 1-1	Exterior Paint SW Leg	7/3/14	13:39	
2) 1-2	SW Leg		13:42	
3) 1-3	NE Leg		13:51	
4)				
5)				
6)				
7)				
8)				
9)				
10)				
11)				
12)				
13)				
14)				
15)				
16)				
17)				
18)				
19)				
20)				

1) Relinquished by: <i>[Signature]</i>	Date: 8/1/14	Time: 4:30 PM	3) Relinquished by:	Date:	Time:
2) Received by: <i>[Signature]</i>	Date: 8/4/14	Time: 10:45	4) Received by:	Date:	Time:
* TEM Water: Sampler's name Required by State of Arizona		Print Name <i>Mail</i>	Fiberquant assigned Job Number >	201407662	
Review of Analysis Request (Initials):				Page	1 of 1

Note: Data completed by client (including number and identity of samples) is assumed to be correct until it is verified at time of sample preparation.



Atomic Absorption Spectrometer (AAS) Analysis of Paint

JobNumber: 201407661

Client:

SOLBERG OLE

508 E BARRUS PL

CASA GRANDE, AZ 85122-0000

Office Phone: (520) 836-0270

FAX: (520) 836-0355

Samples: 3 **AA Rec:** 8/4/2014 **Method:** Modified SW 846 3050b/7420 **Pb in paint by weight AA Analysis**

Client Job: 214043 Town of Florence Water Tower

PO Number:

Report Date: 8/4/2014

Date Analyzed: 8/4/2014

Routing Number: -

Method and Analysis Information: Fiberquant Internal SOP: AApw

The received samples were analyzed for Pb (total) using "Test Methods for Evaluating Solid Waste" (SW 846, December 1996 updates). The extraction/digestion method was SW 3050b. The analytical method is "flame atomic absorption, direct aspiration", SW 7420. Briefly the procedures are as follows. The incoming paint samples are first homogenized by mixing and crushing. A sub-sample is weighed to 0.0001 gm into a 50ml centrifuge tube. To the run stream are added the quality assurance samples described below. Six mls of concentrated HNO3 and one ml of 30% H2O2 are added to each container. The tubes are capped and heated for 1 hour at 95 deg. C. After cooling, the contents of the centrifuge tube are brought up to exactly 25 mls, completing the digestion/extraction.

The sample and quality assurance extractions are then analyzed on a TJA M5 flame atomic absorption spectrometer. The wavelengths and other instrumental settings are set according to the manufacturer's recommendations, or as otherwise specified in the published method. Absorptions are recorded from sample and standard solutions. A calibration curve is fitted to at least three standard solutions, and the concentrations of the sample extracts are calculated from the curve. The ppm (ug/gm) and weight percent for each sample is calculated from the sub-sample weight, extract volume, and extract concentration.

The results from this analysis is generally compared to either the HUD guidelines, in which a sample is positive if it contains >0.5% (5000 ppm) Pb, or the Consumer Products Safety Commission (CPSC) limit, in which a paint or surface coating containing greater than 90 ppm is defined as lead-containing. The expected coefficient of variation for this method is approximately 20-30%. The results are reported to two significant figures. The Sample Reporting Limit (RL) listed below is twice the Sample Detection Limit, which is calculated for each sample from the experimentally determined Method Detection Limit. The limit of reliable quantitation is generally regarded as five to ten times the limit of detection. Therefore, samples smaller than 0.1 gm may give results too near the CPSC standard to be reliable. Problems in analysis or other information is provided in the "Analytical Notes" below. Blanks, if analyzed, are treated the same as samples and are not used for correcting non-blank results.

The following on-going quality assurance program was followed to ensure reproducible and dependable results: All analysts are degreed chemists trained extensively in-house for at least six months prior to un-supervised runs. Blank matrix samples are analyzed at a rate of 5% (at least one per run). Reference standards are analyzed at a rate of 5% (at least one per run), and compared to statistical records via control charts. Spiked matrix samples are analyzed at a rate of 5% (at least one per run), and compared to statistical records via control charts. Duplicate samples are analyzed at a rate of 5% (at least one per run), and compared to statistical records via control charts. For each instrumental run, the spectrometer is checked for sensitivity and stability. The calibration standards are made fresh weekly, and checked each run against a calibration verification standard from another source. All calculations are performed twice - once in a calibration spreadsheet, and once during the report generation, and also checked by hand. All quality checks performed for these samples were in control except as detailed in the "Analytical Notes" below. Fiberquant participates in the Environmental Lead Proficiency Analytical Testing (ELPAT) program, is accredited by AIHA-LAP, LLC for environmental lead in paint (Lab # 101593), and is recognized by the National Lead Laboratory Accreditation Program (NLLAP) for the analysis of Pb in paint. Accreditation does not imply endorsement by the EPA, any other United States governmental agency or any private agency or association. Each lab analysis refers only to the sample tested, and may not, due to the sampling process, be representative of the material sampled. This report may not be reproduced except in full, without the approval of Fiberquant Analytical Services.

Some results may have been calculated using client supplied data, such as volume or area sampled, for which Fiberquant assumes no liability for accuracy.

Job Analysis Notes:

Calibration Curve:

Pb

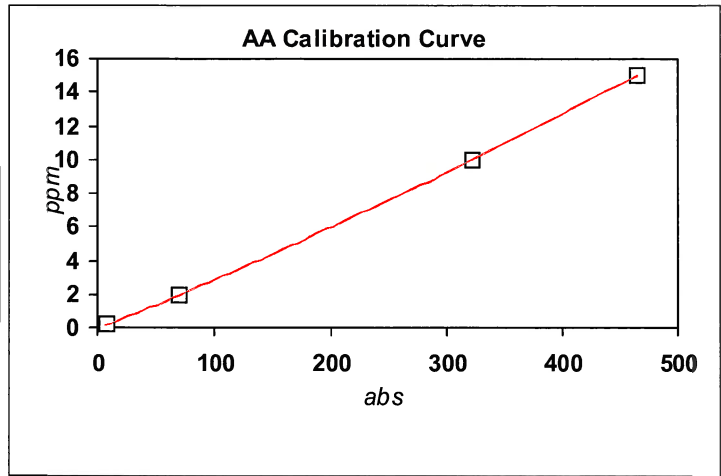
Run # 10111

8/4/2014

Instrument: M5-2

Standards:	ppm	avg. mAbs.
1	0.2	8
2	2	70
3	10	322
4	15	465

ax2	0.00000826
bx	0.02848739
c	-0.03094426
R2	0.99999983



Analysis Results:

Job Number: 201407661

AApw

Lab Number	Client Number	Date	Condition	Weight (gm)	ug/ml	ml	Dil	Analyte	wt %	ppm	RL(ppm)
2014-07661- 1	2-1		acceptable	0.2342	5.17594	25	50	Pb	2.8	28000	21
2014-07661- 2	2-2		acceptable	0.216	11.6402	25	50	Pb	6.7	67000	23
2014-07661- 3	2-3		acceptable	0.1237	7.77045	25	50	Pb	7.9	79000	40

Analyst: MICHAEL A. BREU

Printed: 04-Aug-14

Original Print Date: 04-Aug-14

Larry S. Pierce, Approved Accreditation Signatory

FIBERQUANT

ANALYTICAL SERVICES

Fiberquant Analytical Services 5025 S. 33rd St.,
Phoenix, AZ 85040; Phone: 602-276-6139; FAX: 602-276-4558;
info@fiberquant.com

Analysis Request/Chain-of-Custody Form

Submitted by (Company) Ole A Solberg PE	
Address 508 E Barrus Pl	
City, State, Zip Code Casa Grande, AZ 85122	
Phone 520-836-0270	FAX
Email ole@solbergengineering.com	
Invoice to (Company) Same	
Address	
City, State, Zip Code	
Phone	FAX
Contact (print) Ole A Solberg	
Sampled by (signature) <i>[Signature]</i>	
Job Number or Project Name 214043 Town of Florence	
Water Tower	
PO Number	

<Analysis Method Requested> ONLY ONE METHOD per COC		Turn-around-time (choose one)			
		Rush	Norm	Ext.	
Asbestos by PLM	Method > Improved <input type="checkbox"/> or Interim <input type="checkbox"/>	Urg. Rush <3 hrs <input type="checkbox"/>	<6 hrs <input type="checkbox"/>	1-3 days <input type="checkbox"/>	15-30 days <input type="checkbox"/>
	Analyze > All <input type="checkbox"/> or ATPF <input type="checkbox"/>				
	If ATPF then > by Layer <input type="checkbox"/> or by Sample <input type="checkbox"/>				
	Single Layer Protocol > Yes <input type="checkbox"/> or No <input type="checkbox"/>				
Fibers by PCM	Method > 7400(Area) <input type="checkbox"/> ORM (Personal) <input type="checkbox"/>	<4 hr <input type="checkbox"/>	24hr <input type="checkbox"/>	-	
Asbestos by TEM	in Air > AHERA <input type="checkbox"/> Mod. AHERA <input type="checkbox"/>	<6hr <input type="checkbox"/>	24 hr <input type="checkbox"/>	3-5d <input type="checkbox"/>	
	in Water* > Water <input type="checkbox"/> Sludge <input type="checkbox"/>	1-2d <input type="checkbox"/>	3-5d <input type="checkbox"/>	N/A	
	in Bulk (Annex2) > Chatfield <input type="checkbox"/> Full Quant <input type="checkbox"/>				
	in Dust > Vacuum Dust (ASTM D-5755) <input type="checkbox"/>	3-5d <input type="checkbox"/>	5-10d <input type="checkbox"/>	N/A	
Pb by FLAA	Analyte > Pb <input checked="" type="checkbox"/> Other <input type="checkbox"/>	<6 hrs <input type="checkbox"/>	2-3 days <input type="checkbox"/>	N/A	
	Filter > MCE <input type="checkbox"/>				
	Paint > by Area (mg/cm2) <input type="checkbox"/>				
	by Weight (ppm) <input checked="" type="checkbox"/>				
	Soil > <input type="checkbox"/>				
Wipe > <input type="checkbox"/>					
Check here certifying wipes used are ASTM E1792 compliant <input type="checkbox"/>					
Fungi	Air Sample > Zef <input type="checkbox"/> Aller <input type="checkbox"/> Oth <input type="checkbox"/>	<6 hrs <input type="checkbox"/>	1-2 days <input type="checkbox"/>	N/A	
	Bulk > Sample <input type="checkbox"/> Swab <input type="checkbox"/>				
	Tape Lift > Qualitative (%& type) <input type="checkbox"/> or Quantitative (type/cm2) <input type="checkbox"/>				
Soot	ASTM D6602-03B	Optical <input type="checkbox"/>	<6 hrs <input type="checkbox"/>	1-2 days <input type="checkbox"/>	N/A
		Optical & TEM <input type="checkbox"/>	1-2 days <input type="checkbox"/>	3-5days <input type="checkbox"/>	N/A
Other		Call	Call		

Sample # (1 per line)	Description/Location	Sample Date	Sample Time	Vol. or Area
1) 2-1	Exterior Paint SW Leg	7/31/14	13:39	
2) 2-2	S S NW Leg	S	13:42	
3) 2-3	S S NE Leg	S	13:51	
4)				
5)				
6)				
7)				
8)				
9)				
10)				
11)				
12)				
13)				
14)				
15)				
16)				
17)				
18)				
19)				
20)				

1) Relinquished by: <i>[Signature]</i>	Date: 8/1/14	Time: 4:30pm	3) Relinquished by:	Date:	Time:
2) Received by: <i>[Signature]</i>	Date: 8-4-14	Time: 10:44	4) Received by:	Date:	Time:
* TEM Water: Sampler's name Required by State of Arizona	Print Name <i>Maic</i>	Fiberquant assigned Job Number >	201407661		
Review of Analysis Request (Initials): <i>[Initials]</i>			Page 1 of 1		

Note: Data completed by client (including number and identity of samples) is assumed to be correct until it is verified at time of sample preparation.

THE ASBESTOS INSTITUTE

Certifies that

Ole A Solberg

has attended the EPA approved course

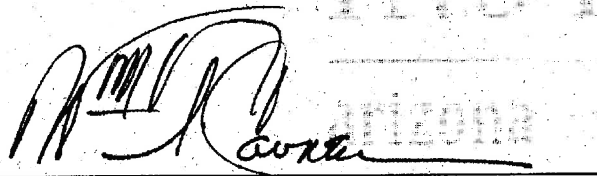
AHERA Refresher Building Inspector

May 2, 2014

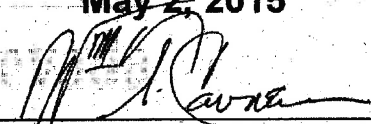
and successfully passed the competency exam.

Date of Examination: **May 2, 2014**

Date of Expiration: **May 2, 2015**




William T. Cavness
Director



Approved Instructor

THE ASBESTOS INSTITUTE
20033 N. 19th Avenue
Building #6
Phoenix, AZ 85027
602-864-6564

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 11e.
MEETING DATE: April 6, 2015 DEPARTMENT: Parks and Recreation STAFF PRESENTER: Bryan Hughes, Parks and Recreation Director SUBJECT: Ace Asphalt – Parking Lot maintenance and repair		<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 issue a purchase order to Ace Asphalt to perform parking lot maintenance and repairs, as proposed under the Mohave Educational Services Co-Op Bid, Contract Number 10A-ACE-0316, in an amount not to exceed \$182,642.03.

BACKGROUND/DISCUSSION:

Several of the Town’s parking lots at parks and facilities are in various stages of deterioration, including failing asphalt and fading striping. Lack of striping, cracks and potholes are just some of the issues resulting from years of deferred maintenance. In addition to being aesthetically unpleasing, rough surface and cracks can be a safety hazard.

The attached proposals will repair the below listed Town parking lots, utilizing paving and/or slurry seal, dependent upon the degree of deterioration:

- Arriola Square
- Brunenkant Building
- Heritage Park
- High Profile/RV Parking
- Jaques Square
- Senior Center
- Town Hall

Once the maintenance and repair has been performed, staff can include regular maintenance in future budgets as necessary to keep the parking lots in good condition.

The maintenance and repairs will also assist in addressing a complaint the Town received with regard to accessible parking in the historic downtown area. Although staff contends the Town is in compliance with ADA parking requirements in the historic

downtown, which predates ADA laws, adding additional spaces where possible only improves the overall parking downtown for residents and visitors with disabilities. During the maintenance and repair process, the Town parking lots will be restriped to include 11 new accessible parking stalls, increasing the overall number of accessible spaces in Town owned parking lots to 16 in the historic downtown area.

Mohave Educational Services Cooperative, Inc. is a nonprofit corporation empowering Arizona schools, cities, counties and other members to save time and money by providing cooperative contracts and procurement support for quality products and services. Ace Asphalt has been the awarded contractor for asphalt paving work through Mohave from 2000 through 2015.

FINANCIAL IMPACT:

The fiscal impact will be for parking lot maintenance and repairs, as proposed under the Mohave Educational Services Co-Op Bid, Contract Number 10A-ACE-0316, in an amount not to exceed \$182,642.03.

Since this project was not included in the current budget, funding will be reallocated from other projects that have been deferred or cancelled this fiscal year, specifically funding allocated for providing services in the annexation areas.

STAFF RECOMMENDATION:

Motion to issue a purchase order to Ace Asphalt to perform parking lot maintenance and repairs as proposed under the Mohave Educational Services Co-Op Bid, Contract Number 10A-ACE-0316, in an amount not to exceed \$182,642.03.

ATTACHMENTS:

Proposals



We're on it.

Paving • Concrete • Earthwork
Arizona California Nevada New Mexico Texas

Proposal

3030 South 7th Street
Phoenix, AZ 85040-1163
Phone: (602) 243-4100

www.aceasphalt.com

Submitted To:

Town of Florence
Bryan Hughes - (520) 868-7500
775 N Main St
PO Box 2670
Florence, AZ 85132

Work To Be Performed At:

Arriola Square
191 N Main St
Florence, AZ 85132

Proposal # Tow282-54d

March 31, 2015

**MOHAVE EDUCATIONAL SERVICE CO-OP BID:
CONTRACT NUMBER: 14Y-ACE-0317**

SPECIAL NOTE:

The terms and conditions of Mohave Educational Services Co-Op Bid, Contract Number 14Y-ACE-0317 will prevail over any and all terms and conditions stated in the proposal.

Prices are valid until 5/31/15.

Asphalt Repair

\$2,118.30

BID SCOPE:

REMOVE & REPLACE AREAS:

Sawcut, excavate, and remove severely deteriorated asphalt totaling 550 square feet in 2 areas at north and south entries. Pave with hot asphalt and compact to a depth of 3 inches with steel drum vibratory rollers.

NOTE: Our initial assessment indicates an excavation depth of 3 inches. Should it prove necessary to exceed that depth, or if base failure is evident after the area is excavated, we may need you to authorize additional funds.

This work will be done prior to the paving process for the balance of the lot. Additional charges apply if completed as a stand alone project.

Paving

\$8,203.18

Clean as needed approximately 5,800 square feet of existing pavement.

Apply a tack coat of SS-1h for adhesion.

Pave with hot asphalt, and compact to an average finished depth of 1.5 inches with steel drum rollers.

Proposal includes 1 mobilization, additional move-ins require re-pricing.

NOTES:

Ace Asphalt assumes no responsibility for pre-existing subgrade deficiencies.

Asphalt overlays generally do not improve the drainage properties of the existing pavement, and may obstruct runoff from other sources. Reflective cracking will occur due to movements of original underlying asphalt.

Ace is not responsible for drainage on projects with less than 1% fall. Ace is not responsible for subgrade deficiencies. Ace is not responsible for damage to underground utilities not located by owner prior to start of our work. Site is to be unobstructed prior to start of Ace work.

Exclusions (except as noted above):



Testing, engineering, permits, sterilants and utility adjustments.

Note: there are two small metal caps protruding from the existing asphalt. We assume they are tie-offs for some sort of galvanized line(s) and they will not be adjusted or dealt with on this project. Ace Asphalt assumes the customer will deal with them in the appropriate manner if necessary prior to the start of our work.

Striping **\$351.79**

Restripe all pavement markings to match existing layout including:

- 13 single parking stalls
- 4 two color handicap stalls
- 240 linear feet of hash-out striping

This price does not include replacing existing stencils on the asphalt unless it is specified above. Additionally, Fire Lane or curb painting is not included unless specified above. Ace Asphalt is not responsible for making any site conditions or improvements ADA compliant unless directed by the customer to do so. If directed by the customer, Ace Asphalt will make the recommended changes and additional charges may apply. Ace Asphalt also recommends the use of a certified ADA consultant for site evaluations and recommendations as required by applicable Federal and State laws.

Arizona State Materials Surcharge **\$349.58**



Respectfully Submitted,

Ron Erickson
Account Executive
Phone: (602) 304-4162
Fax: (602) 304-2776
Email: Ericksonr@aceasphalt.com

Subtotal:	\$11,022.85
Estimated Tax:	\$0.00
Proposal Total:	\$11,022.85

NOTE: According to Arizona Law, any purchase order issued with an aggregate total over \$100,000.00 will need to have a payment and performance bond issued for 100% of the work performed. For additional information, please contact Mike Jensen at 602-304-4023.

NOTE: When you decide to accept this proposal, please make your PO out directly to Ace Asphalt of Arizona, Inc., then fax your PO to Mohave Educational Services, Inc. at 928-718-3232 for verification of pricing and to Ace Asphalt at 602-304-2725. The Mohave contract number: 14Y-ACE-0317, must appear on your PO. Once Mohave approves the PO for compliance, they will notify Ace Asphalt to proceed with the Work.

Sales Tax may vary based upon completion time of the project and any tax rate changes made by the state, city or county regulations.

TERMS: NET 30 DAYS AFTER COMPLETION OF WORK.

ACCEPTANCE: Ace Asphalt of Arizona, Inc., is authorized to proceed with the work as specified. Payment will be made according to the terms listed above.

Authorized Signature

Title

Print Name

Date

Legal Property Owner Name

Scheduling Contact

Mailing Address

Scheduling Contact Phone

Terms and Conditions

General Conditions

All surfaces to which material is to be applied shall be in a condition that is similar to the time at which the project was bid. Customer shall notify Ace in advance when the site will be ready for the work to be performed, and shall give free and unobstructed access so that the work to be performed hereunder can be commenced promptly, and that once begun, may be completed without delay. Customer agrees to pay Ace its reasonable charges for delays caused by Customer. Towing of vehicles, if necessary, shall be the responsibility of Customer.

Traffic control will be provided by Ace unless otherwise specified. It shall become the responsibility of Customer to maintain barricades and/or closures if required after Ace's personnel leave the site.

A water supply source shall be furnished by Customer for Ace's use on this project.

Ace does not assume responsibility for any utility lines such as water, electric, sprinkler, etc., which may lie within eighteen inches (18") of the surface. Layouts of locations must be furnished to Ace if such lines are known to exist. Failure to furnish information in this regard will cause Customer to carry responsibility in case of any damage and repairs to such lines.

Customer shall be represented by one spokesperson, who shall have the authority to accept work performed, authorize and sign for any additions or changes desired, and will be available for consultation with Ace's representative.

Customer grants permission to Ace to create photos or videos of the site for use in promotion of its business services.

Taxes are computed for the locality in which the work is performed at the time the project is invoiced. Taxes can be waived, by law, only upon receipt of an exemption certificate that has been properly executed by responsible party to this contract.

Indemnification

Ace maintains adequate insurances and shall indemnify and hold harmless Customer, Owner, and agents and employees of any of them from any claims, damages, losses and expenses arising out of or resulting from performance of the Work to the extent caused by the negligent acts or omissions of Ace or anyone for whose acts Ace may be liable.

Warranty

The work proposed herein is covered by a 30 month warranty on workmanship. Normal wear and tear, abuse, accidental damage, and acts of God are excluded.

Disputes

If Customer objects to any portion of the work, Customer will so notify Ace within seven (7) calendar days, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice.

The parties hereby agree that, in any legal action arising from this Agreement, venue for the action may properly be placed in the county of the Ace office that issued this contract. The parties acknowledge that they are hereby voluntarily and knowingly relinquishing and waiving any rights they may have to establishing venue in any other county. This Agreement shall be in accordance with and governed by the laws of the state of Arizona. If a court finds that any provision of this Agreement is not valid or should not be enforced, that fact by itself will not mean that the rest of this Agreement will not be valid or enforced. Therefore, a court may enforce the rest of the provisions of this Agreement even if a provision of this Agreement may be found to be invalid or unenforceable.

Our Commitment to the Environment

Ace believes in employing sustainable practices that are both socially responsible and commercially sound. From material recycling strategies to pollution prevention initiatives, we are committed to minimizing our environmental impact while improving the well being of the communities we serve.



Confidentiality

The information in this document is privileged and confidential. No part of this document may be reproduced and/or distributed to anyone other than the recipient listed on this document without written permission from Ace.

Arriola Square - Town of Florence


Contact: Bryan Hughes 520-868-7582

Scope of work:

-  Indicates areas to be removed and patched prior to pave
-  Highlights pave area (Option to slurry seal provided)
- Stripe as existing

Note: remove & re-pin existing wheel stops

Legend

 Polygon Measure

10th St

metal caps
(excluded)

Google earth

© 2015 Google

90 ft





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Proposal

3030 South 7th Street
Phoenix, AZ 85040-1163
Phone: (602) 243-4100

Paving • Concrete • Earthwork
Arizona California Nevada New Mexico Texas

www.aceasphalt.com

Submitted To:

Town of Florence
Bryan Hughes - (520) 868-7500
775 N Main St
PO Box 2670
Florence, AZ 85132

Work To Be Performed At:

Brunenkant Bakery Building
291 E Bailey St
Florence, AZ 85232

Proposal # Tow286-cf9

March 25, 2015

**MOHAVE EDUCATIONAL SERVICE CO-OP BID:
CONTRACT NUMBER: 14Y-ACE-0317**

SPECIAL NOTE:

The terms and conditions of Mohave Educational Services Co-Op Bid, Contract Number 14Y-ACE-0317 will prevail over any and all terms and conditions stated in the proposal.

Prices are valid until 5/31/15.

Sealing

\$1,828.31

BID SCOPE:

Thoroughly clean approximately 3,400 square feet of existing pavement. Oil spillage areas will be treated with Poly Oil Seal spot primer; however the durability of these areas cannot be guaranteed unless prior repairs are made.

Caulk all major cracks (1/4 inch and wider) with a hot-applied, rubberized crack sealer, excluding areas with alligator cracking. Estimated crack sealer quantity is 6 gallons. Written permission will be requested if quantities are expected to exceed this amount.

Apply sealer in 2 Coats. Edge work adjacent to curbs, sidewalks, etc., will be done by hand in one coat.

This estimate is based on 1 mobilization. Additional trips, if requested require repricing.

Towing charges, if necessary, will be the owner's responsibility.

Ace Asphalt uses SealMaster® pavement sealing products. These products are modified with recycled tire rubber and contain no cutbacks, solvents, or coal tar for environmental friendliness. We are proud to offer the following:

- " MasterSeal MTR: a clay-stabilized, mineral-filled asphalt emulsion seal coat designed to protect structurally sound pavements.
- " PMM RTU - Polymer Modified Master Seal: a clay stabilized mineral and polymer reinforced asphalt emulsion seal coat designed to repair and protect distressed pavements.
- " TRMSS: a clay-stabilized asphalt emulsion surface seal designed to protect asphalt pavements, slurry seal and chip seal surface treatments.

SealMaster® products meet or exceed all state and federal specifications.

Note: Proposal includes the closure of the right hand turn bay entering the main drive (required by code)

Exclusions: Crack sealing, Davis Bacon Wages, Tero charges, Native American labor.

First coat will be squeegee applied, second coat spray.



Note: The application of seal coat to the existing surface in the east parking lot is officered for cosmetic purposes and is not meant to provide longevity to the surface. As result, the surface is not eligible for standard warranty.

Striping

\$239.58

Restripe all pavement markings to match existing layout including:

- 10 single parking stalls
- 1 two color handicap stalls
- 70 linear feet of hash-out striping

This price does not include replacing existing stencils on the asphalt unless it is specified above. Additionally, Fire Lane or curb painting is not included unless specified above. Ace Asphalt is not responsible for making any site conditions or improvements ADA compliant unless directed by the customer to do so. If directed by the customer, Ace Asphalt will make the recommended changes and additional charges may apply. Ace Asphalt also recommends the use of a certified ADA consultant for site evaluations and recommendations as required by applicable Federal and State laws.

Arizona State Materails Surcharge

\$11.14



Respectfully Submitted,

Ron Erickson
Account Executive
Phone: (602) 304-4162
Fax: (602) 304-2776
Email: Ericksonr@aceasphalt.com

Subtotal:	\$2,079.03
Estimated Tax:	\$0.00
Proposal Total:	\$2,079.03

NOTE: According to Arizona Law, any purchase order issued with an aggregate total over \$100,000.00 will need to have a payment and performance bond issued for 100% of the work performed. For additional information, please contact Mike Jensen at 602-304-4023.

NOTE: When you decide to accept this proposal, please make your PO out directly to Ace Asphalt of Arizona, Inc., then fax your PO to Mohave Educational Services, Inc. at 928-718-3232 for verification of pricing and to Ace Asphalt at 602-304-2725. The Mohave contract number: 14Y-ACE-0317, must appear on your PO. Once Mohave approves the PO for compliance, they will notify Ace Asphalt to proceed with the Work.

Sales Tax may vary based upon completion time of the project and any tax rate changes made by the state, city or county regulations.

TERMS: NET 30 DAYS AFTER COMPLETION OF WORK.

ACCEPTANCE: Ace Asphalt of Arizona, Inc., is authorized to proceed with the work as specified. Payment will be made according to the terms listed above.

Authorized Signature

Title

Print Name

Date

Legal Property Owner Name

Scheduling Contact

Mailing Address

Scheduling Contact Phone

Terms and Conditions

General Conditions

All surfaces to which material is to be applied shall be in a condition that is similar to the time at which the project was bid. Customer shall notify Ace in advance when the site will be ready for the work to be performed, and shall give free and unobstructed access so that the work to be performed hereunder can be commenced promptly, and that once begun, may be completed without delay. Customer agrees to pay Ace its reasonable charges for delays caused by Customer. Towing of vehicles, if necessary, shall be the responsibility of Customer.

Traffic control will be provided by Ace unless otherwise specified. It shall become the responsibility of Customer to maintain barricades and/or closures if required after Ace's personnel leave the site.

A water supply source shall be furnished by Customer for Ace's use on this project.

Ace does not assume responsibility for any utility lines such as water, electric, sprinkler, etc., which may lie within eighteen inches (18") of the surface. Layouts of locations must be furnished to Ace if such lines are known to exist. Failure to furnish information in this regard will cause Customer to carry responsibility in case of any damage and repairs to such lines.

Customer shall be represented by one spokesperson, who shall have the authority to accept work performed, authorize and sign for any additions or changes desired, and will be available for consultation with Ace's representative.

Customer grants permission to Ace to create photos or videos of the site for use in promotion of its business services.

Taxes are computed for the locality in which the work is performed at the time the project is invoiced. Taxes can be waived, by law, only upon receipt of an exemption certificate that has been properly executed by responsible party to this contract.

Indemnification

Ace maintains adequate insurances and shall indemnify and hold harmless Customer, Owner, and agents and employees of any of them from any claims, damages, losses and expenses arising out of or resulting from performance of the Work to the extent caused by the negligent acts or omissions of Ace or anyone for whose acts Ace may be liable.

Warranty

The work proposed herein is covered by a 30 month warranty on workmanship. Normal wear and tear, abuse, accidental damage, and acts of God are excluded.

Disputes

If Customer objects to any portion of the work, Customer will so notify Ace within seven (7) calendar days, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice.

The parties hereby agree that, in any legal action arising from this Agreement, venue for the action may properly be placed in the county of the Ace office that issued this contract. The parties acknowledge that they are hereby voluntarily and knowingly relinquishing and waiving any rights they may have to establishing venue in any other county. This Agreement shall be in accordance with and governed by the laws of the state of Arizona. If a court finds that any provision of this Agreement is not valid or should not be enforced, that fact by itself will not mean that the rest of this Agreement will not be valid or enforced. Therefore, a court may enforce the rest of the provisions of this Agreement even if a provision of this Agreement may be found to be invalid or unenforceable.

Our Commitment to the Environment

Ace believes in employing sustainable practices that are both socially responsible and commercially sound. From material recycling strategies to pollution prevention initiatives, we are committed to minimizing our environmental impact while improving the well being of the communities we serve.

Confidentiality

The information in this document is privileged and confidential. No part of this document may be reproduced and/or distributed to anyone other than the recipient listed on this document without written permission from Ace.

Brunenkant Bakery Building

Contact: Bryan Hughes

Scope of Work:
■ Indicates seal coat area
Stripe as existing

Legend

- Feature 1
- Florence
- Jacques Square
- Polygon Measure





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Paving • Concrete • Earthwork
Arizona California Nevada NewMexico Texas

Proposal

3030 South 7th Street
Phoenix, AZ 85040-1163
Phone: (602) 243-4100

www.aceasphalt.com

Submitted To:

Town of Florence
Bryan Hughes - (520) 868-7500
775 N Main St
PO Box 2670
Florence, AZ 85132

Work To Be Performed At:

Heritage Park, Town of Florence
600 N Main St
Florence, AZ 85132

Proposal # Tow281-f83

March 10, 2015

**MOHAVE EDUCATIONAL SERVICE CO-OP BID:
CONTRACT NUMBER: 10A-ACE-0316**

SPECIAL NOTE:

The terms and conditions of Mohave Educational Services Co-Op Bid, Contract Number 10A-ACE-0316 will prevail over any and all terms and conditions stated in the proposal.

Prices are valid until 3/16/15.

Asphalt Repair

\$2,586.70

BID SCOPE:

SKIN PATCH AREAS:

Thoroughly clean and apply a tac coat to 4 areas totaling up to 650 square feet. Patch with hot asphalt and compact with roller.

This work will be done in 1 mobilization.

Polymer Modified Slurry Seal (Type II)

\$21,931.66

Thoroughly clean approximately 10,634 square yards of existing pavement surface.

Apply a MAG Type II CATIONIC polymer modified slurry seal at the rate of 15-18 pounds per square yard.

This operation will be done in 1 mobilizations. Additional trips require re-pricing.

Please Note: Slurry seal does not compare cosmetically to an overlay. It does not favorably alter any existing poor drainage and will not adhere to oil spillage areas that have saturated the pavement surface unless prior repairs are made. **Scuffing, raveling, inconsistency in appearance, and visible seams on the new slurry surface are normal and to be expected with the best application methods and materials for this service. Power steering marks are unavoidable and should not cause undue concern.**

Polymer modifications to Slurry Seal improve binder cohesion and abrasion resistance, lessening the impact of raveling and scuffing especially in tight parking lot or cul-de-sac areas.

Reflective cracking will occur as movements of the underlying asphalt occur and break through to the surface.

Towing charges, if necessary, will be the owner's responsibility.

Striping

\$1,164.54

Restripe all pavement markings to match existing layout including:

- 212 single parking stalls
- 12 two color handicap stalls
- 520 linear feet of hash-out striping



This price does not include replacing existing stencils on the asphalt unless it is specified above. Additionally, Fire Lane or curb painting is not included unless specified above. Ace Asphalt is not responsible for making any site conditions or improvements ADA compliant unless directed by the customer to do so. If directed by the customer, Ace Asphalt will make the recommended changes and additional charges may apply. Ace Asphalt also recommends the use of a certified ADA consultant for site evaluations and recommendations as required by applicable Federal and State laws.

Arizona State Materials Surcharge

\$1,032.13



Respectfully Submitted,

Ron Erickson
Account Executive
Phone: (602) 304-4162
Fax: (602) 304-2776
Email: Ericksonr@aceasphalt.com

Subtotal:	\$26,715.03
Estimated Tax:	\$0.00
Proposal Total:	\$26,715.03

NOTE: According to Arizona Law, any purchase order issued with an aggregate total over \$100,000.00 will need to have a payment and performance bond issued for 100% of the work performed. For additional information, please contact Mike Jensen at 602-304-4023.

NOTE: When you decide to accept this proposal, please make your PO out directly to Ace Asphalt of Arizona, Inc., then fax your PO to Mohave Educational Services, Inc. at 928-718-3232 for verification of pricing and to Ace Asphalt at 602-304-2725. The Mohave contract number: 10A-ACE-0316, must appear on your PO. Once Mohave approves the PO for compliance, they will notify Ace Asphalt to proceed with the Work.

Sales Tax may vary based upon completion time of the project and any tax rate changes made by the state, city or county regulations.

TERMS: NET 30 DAYS AFTER COMPLETION OF WORK.

ACCEPTANCE: Ace Asphalt of Arizona, Inc., is authorized to proceed with the work as specified. Payment will be made according to the terms listed above.

_____	_____
Authorized Signature	Title
_____	_____
Print Name	Date
_____	_____
Legal Property Owner Name	Scheduling Contact
_____	_____
Mailing Address	Scheduling Contact Phone



Terms and Conditions

General Conditions

All surfaces to which material is to be applied shall be in a condition that is similar to the time at which the project was bid. Customer shall notify Ace in advance when the site will be ready for the work to be performed, and shall give free and unobstructed access so that the work to be performed hereunder can be commenced promptly, and that once begun, may be completed without delay. Customer agrees to pay Ace its reasonable charges for delays caused by Customer. Towing of vehicles, if necessary, shall be the responsibility of Customer.

Traffic control will be provided by Ace unless otherwise specified. It shall become the responsibility of Customer to maintain barricades and/or closures if required after Ace's personnel leave the site.

A water supply source shall be furnished by Customer for Ace's use on this project.

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Customer shall be represented by one spokesperson, who shall have the authority to accept work performed, authorize and sign for any additions or changes desired, and will be available for consultation with Ace's representative.

Customer grants permission to Ace to create photos or videos of the site for use in promotion of its business services.

Taxes are computed for the locality in which the work is performed at the time the project is invoiced. Taxes can be waived, by law, only upon receipt of an exemption certificate that has been properly executed by responsible party to this contract.

Indemnification

Ace maintains adequate insurances and shall indemnify and hold harmless Customer, Owner, and agents and employees of any of them from any claims, damages, losses and expenses arising out of or resulting from performance of the Work to the extent caused by the negligent acts or omissions of Ace or anyone for whose acts Ace may be liable.

Warranty

The work proposed herein is covered by a 30 month warranty on workmanship. Normal wear and tear, abuse, accidental damage, and acts of God are excluded.

Disputes

If Customer objects to any portion of the work, Customer will so notify Ace within seven (7) calendar days, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice.

The parties hereby agree that, in any legal action arising from this Agreement, venue for the action may properly be placed in the county of the Ace office that issued this contract. The parties acknowledge that they are hereby voluntarily and knowingly relinquishing and waiving any rights they may have to establishing venue in any other county. This Agreement shall be in accordance with and governed by the laws of the state of Arizona. If a court finds that any provision of this Agreement is not valid or should not be enforced, that fact by itself will not mean that the rest of this Agreement will not be valid or enforced. Therefore, a court may enforce the rest of the provisions of this Agreement even if a provision of this Agreement may be found to be invalid or unenforceable.

Our Commitment to the Environment

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Confidentiality

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Heritage Park - Town of Florence

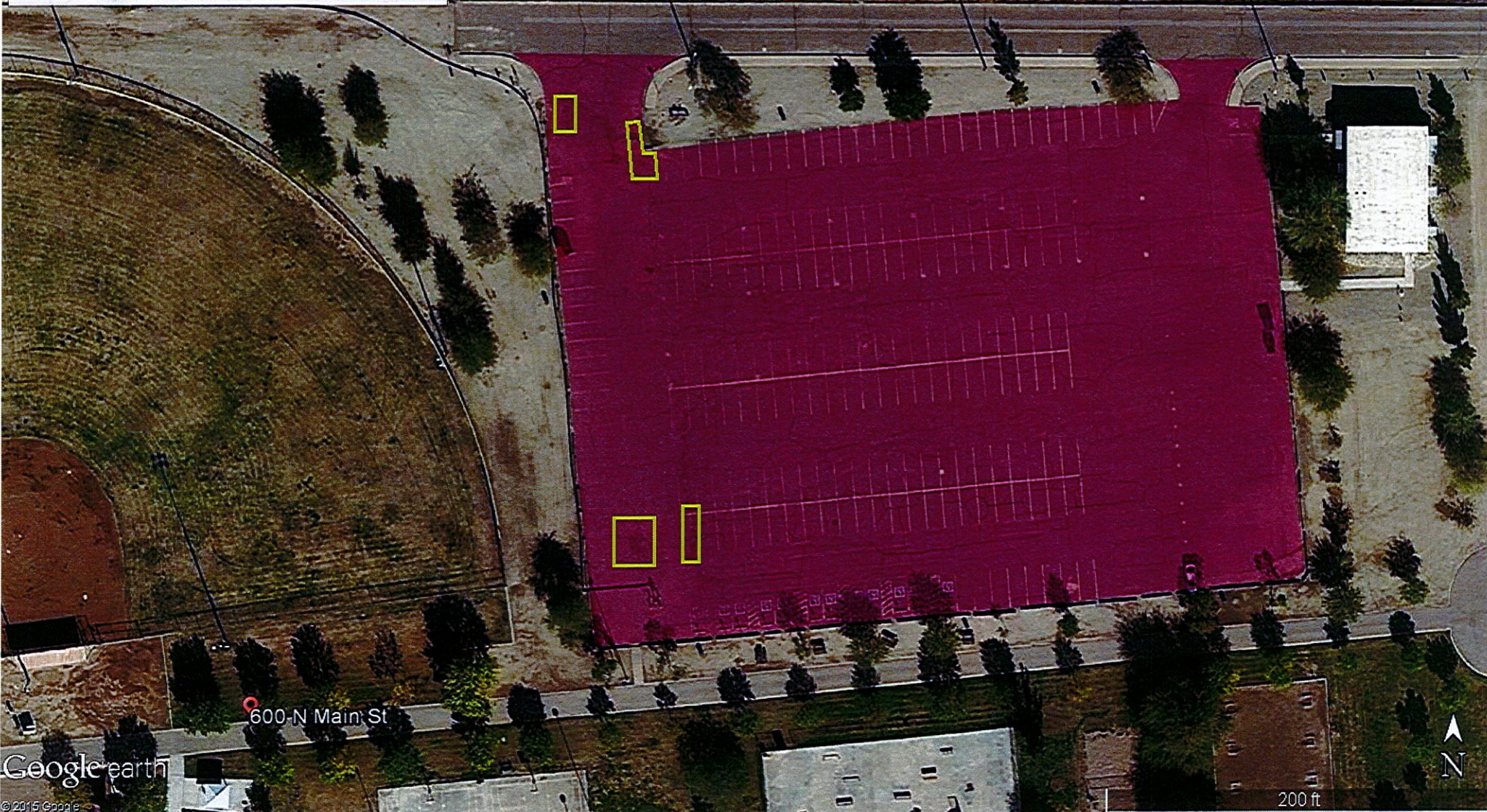
Contact: Bryan Hughes 520-868-7582

Scope of work:

- Indicates patch areas
- Highlights slurry area
- Stripe as existing

Legend

- 600 N Main St
- Polygon Measure



Google earth

© 2015 Google

600-N Main St

200 ft



Bryan Hughes

From: Ron Erickson <ericksonr@AceAsphalt.com>
Sent: Tuesday, March 10, 2015 4:04 PM
To: Bryan Hughes
Subject: Asphalt Maintenance Heritage Park (Ace Asphalt)
Attachments: Tow281-f83 Florence Heritage Park slurry 3.10.15-signed.pdf; Heritage Park OV.jpg

Bryan,

Attached is the proposal to address the asphalt maintenance at Heritage Park. Details are spelled out in the proposal and backed up visually in the site overview.

As I previously noted, the new pricing for the Mohave Education Services contract will be released very soon, and the new pricing may decrease these costs. If you are ready to proceed in the near future, I will update it. In the meantime, the attached will provide you with a budgetary number.

I am happy to meet and review all the bids I plan to forward in the next day or two. Call me if you have any questions before we get together.



We're on it.

Ron Erickson

Senior Account Executive, Public Works

602-304-4162 (office)

602-697-6749 (cell)

ericksonr@aceasphalt.com

Your source for asphalt, concrete, and earthwork services in the Southwest!



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- Website: <http://www.florenceaz.gov>

Disclaimer # 6955-149



We're on it.

Proposal

3030 South 7th Street
Phoenix, AZ 85040-1163
Phone: (602) 243-4100

Paving • Concrete • Earthwork
Arizona California Nevada New Mexico Texas

www.aceasphalt.com

Submitted To:

Town of Florence
Bryan Hughes - (520) 868-7500
775 N Main St
PO Box 2670
Florence, AZ 85132

Work To Be Performed At:

High Profile Parking
184 N Quartz St
Florence, AZ 85132

Proposal # Tow280-1ab

March 31, 2015

**MOHAVE EDUCATIONAL SERVICE CO-OP BID:
CONTRACT NUMBER: 14Y-ACE-0317**

SPECIAL NOTE:

The terms and conditions of Mohave Educational Services Co-Op Bid, Contract Number 14Y-ACE-0317 will prevail over any and all terms and conditions stated in the proposal.

Prices are valid until 5/31/15.

Paving \$35,925.89

Edge mill approximately 400 linear feet of existing pavement (2 feet wide) to enable the new pavement to match into existing concrete surfaces.

Clean as needed approximately 30,400 square feet of existing pavement.

Apply a tack coat of SS-1h for adhesion.

Pave with hot asphalt, and compact to an average finished depth of 1.5 inches with steel drum rollers.

Proposal includes 1 mobilization, additional move-ins require re-pricing.

NOTES:

Ace Asphalt assumes no responsibility for pre-existing subgrade deficiencies.

Asphalt overlays generally do not improve the drainage properties of the existing pavement, and may obstruct runoff from other sources. Reflective cracking will occur due to movements of original underlying asphalt.

Ace is not responsible for drainage on projects with less than 1% fall. Ace is not responsible for subgrade deficiencies. Ace is not responsible for damage to underground utilities not located by owner prior to start of our work. Site is to be unobstructed prior to start of Ace work.

EXCLUSIONS (except as noted above):

Testing, engineering, permits, and utility adjustments.

Striping \$696.32

Restripe all pavement markings to match customer approved layout including the following:

- 50 single parking stalls maximum
- 6 each two color handicapped stalls
- 660 linear feet of 4 inch striping

Note: The above quantities are maximums



This price does not include replacing existing stencils on the asphalt unless it is specified above. Additionally, Fire Lane or curb painting is not included unless specified above. Ace Asphalt is not responsible for making any site conditions or improvements ADA compliant unless directed by the customer to do so. If directed by the customer, Ace Asphalt will make the recommended changes and additional charges may apply. Ace Asphalt also recommends the use of a certified ADA consultant for site evaluations and recommendations as required by applicable Federal and State laws.

Arizona State Materials Surcharge

\$1,524.19



Respectfully Submitted,

Ron Erickson
Account Executive
Phone: (602) 304-4162
Fax: (602) 304-2776
Email: Ericksonr@aceasphalt.com

Subtotal:	\$38,146.40
Estimated Tax:	\$0.00
Proposal Total:	\$38,146.40

NOTE: According to Arizona Law, any purchase order issued with an aggregate total over \$100,000.00 will need to have a payment and performance bond issued for 100% of the work performed. For additional information, please contact Mike Jensen at 602-304-4023.

NOTE: When you decide to accept this proposal, please make your PO out directly to Ace Asphalt of Arizona, Inc., then fax your PO to Mohave Educational Services, Inc. at 928-718-3232 for verification of pricing and to Ace Asphalt at 602-304-2725. The Mohave contract number: 14Y-ACE-0317, must appear on your PO. Once Mohave approves the PO for compliance, they will notify Ace Asphalt to proceed with the Work.

Sales Tax may vary based upon completion time of the project and any tax rate changes made by the state, city or county regulations.

TERMS: NET 30 DAYS AFTER COMPLETION OF WORK.

ACCEPTANCE: Ace Asphalt of Arizona, Inc., is authorized to proceed with the work as specified. Payment will be made according to the terms listed above.

_____	_____
Authorized Signature	Title
_____	_____
Print Name	Date
_____	_____
Legal Property Owner Name	Scheduling Contact
_____	_____
Mailing Address	Scheduling Contact Phone

Terms and Conditions

General Conditions

All surfaces to which material is to be applied shall be in a condition that is similar to the time at which the project was bid. Customer shall notify Ace in advance when the site will be ready for the work to be performed, and shall give free and unobstructed access so that the work to be performed hereunder can be commenced promptly, and that once begun, may be completed without delay. Customer agrees to pay Ace its reasonable charges for delays caused by Customer. Towing of vehicles, if necessary, shall be the responsibility of Customer.

Traffic control will be provided by Ace unless otherwise specified. It shall become the responsibility of Customer to maintain barricades and/or closures if required after Ace's personnel leave the site.

A water supply source shall be furnished by Customer for Ace's use on this project.

Ace does not assume responsibility for any utility lines such as water, electric, sprinkler, etc., which may lie within eighteen inches (18") of the surface. Layouts of locations must be furnished to Ace if such lines are known to exist. Failure to furnish information in this regard will cause Customer to carry responsibility in case of any damage and repairs to such lines.

Customer shall be represented by one spokesperson, who shall have the authority to accept work performed, authorize and sign for any additions or changes desired, and will be available for consultation with Ace's representative.

Customer grants permission to Ace to create photos or videos of the site for use in promotion of its business services.

Taxes are computed for the locality in which the work is performed at the time the project is invoiced. Taxes can be waived, by law, only upon receipt of an exemption certificate that has been properly executed by responsible party to this contract.

Indemnification

Ace maintains adequate insurances and shall indemnify and hold harmless Customer, Owner, and agents and employees of any of them from any claims, damages, losses and expenses arising out of or resulting from performance of the Work to the extent caused by the negligent acts or omissions of Ace or anyone for whose acts Ace may be liable.

Warranty

The work proposed herein is covered by a 30 month warranty on workmanship. Normal wear and tear, abuse, accidental damage, and acts of God are excluded.

Disputes

If Customer objects to any portion of the work, Customer will so notify Ace within seven (7) calendar days, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice.

The parties hereby agree that, in any legal action arising from this Agreement, venue for the action may properly be placed in the county of the Ace office that issued this contract. The parties acknowledge that they are hereby voluntarily and knowingly relinquishing and waiving any rights they may have to establishing venue in any other county. This Agreement shall be in accordance with and governed by the laws of the state of Arizona. If a court finds that any provision of this Agreement is not valid or should not be enforced, that fact by itself will not mean that the rest of this Agreement will not be valid or enforced. Therefore, a court may enforce the rest of the provisions of this Agreement even if a provision of this Agreement may be found to be invalid or unenforceable.

Our Commitment to the Environment

Ace believes in employing sustainable practices that are both socially responsible and commercially sound. From material recycling strategies to pollution prevention initiatives, we are committed to minimizing our environmental impact while improving the well being of the communities we serve.

Confidentiality

The information in this document is privileged and confidential. No part of this document may be reproduced and/or distributed to anyone other than the recipient listed on this document without written permission from Ace.

Profile Parking - Town of Florence

yan Hughes 520-868-7582

ork
ts pave or slurry area
isting

Legend

-  600 N M
-  Polygon



earth

100 f



We're on it.

Proposal

3030 South 7th Street
Phoenix, AZ 85040-1163
Phone: (602) 243-4100

Paving • Concrete • Earthwork
Arizona California Nevada New Mexico Texas

www.aceasphalt.com

Submitted To:

Town of Florence
Bryan Hughes - (520) 868-7500
775 N Main St
PO Box 2670
Florence, AZ 85132

Work To Be Performed At:

Jacques Square
291 N Main St
Florence, AZ 85132

Proposal # Tow283-500

March 31, 2015

**MOHAVE EDUCATIONAL SERVICE CO-OP BID:
CONTRACT NUMBER: 14Y-ACE-0317**

SPECIAL NOTE:

The terms and conditions of Mohave Educational Services Co-Op Bid, Contract Number 14Y-ACE-0317 will prevail over any and all terms and conditions stated in the proposal.

Prices are valid until 5/31/15.

Paving

\$7,819.84

BID SCOPE:

Remove approximately 10 wheel stops and reset after paving is completed. Older wheel stops may crack upon removal. Replacements will be provided, upon authorization, at a cost of \$50 each.

Sawcut and remove or mill 30 linear feet of existing pavement along edges where horizontal surfaces must be matched with the new pavement overlay.

Clean as needed approximately 5,030 square feet of existing pavement.

Apply a tack coat of SS-1h for adhesion.

Pave with hot asphalt, and compact to an average finished depth of 1.5 inches with steel drum rollers.

Proposal includes 1 mobilization, additional move-ins require re-pricing.

NOTES:

Ace Asphalt assumes no responsibility for pre-existing subgrade deficiencies.

Asphalt overlays generally do not improve the drainage properties of the existing pavement, and may obstruct runoff from other sources. Reflective cracking will occur due to movements of original underlying asphalt.

Ace is not responsible for drainage on projects with less than 1% fall. Ace is not responsible for subgrade deficiencies. Ace is not responsible for damage to underground utilities not located by owner prior to start of our work. Site is to be unobstructed prior to start of Ace work.

Exclusions (except as noted above):

Testing, engineering, permits, sterilants and utility adjustments.

Note: There are two small metal caps protruding from the existing asphalt. We assume they are tie-offs for some sort of galvanized line(s) and they will not be adjusted or dealt with on this project. Ace Asphalt assumes the customer will deal with them in the appropriate manner if necessary prior to the start of our work.



Striping

\$365.19

Restripe all pavement markings to match customer approved layout including:

- 10 single parking stalls
- 4 two color handicap stalls
- 310 linear feet of hash-out striping

Note: Above quantities are maximums

This price does not include replacing existing stencils on the asphalt unless it is specified above. Additionally, Fire Lane or curb painting is not included unless specified above. Ace Asphalt is not responsible for making any site conditions or improvements ADA compliant unless directed by the customer to do so. If directed by the customer, Ace Asphalt will make the recommended changes and additional charges may apply. Ace Asphalt also recommends the use of a certified ADA consultant for site evaluations and recommendations as required by applicable Federal and State laws.

Arizona State Materials Surcharge

\$321.22



Respectfully Submitted,

Ron Erickson
Account Executive
Phone: (602) 304-4162
Fax: (602) 304-2776
Email: Ericksonr@aceasphalt.com

Subtotal:	\$8,506.25
Estimated Tax:	\$0.00
Proposal Total:	\$8,506.25

NOTE: According to Arizona Law, any purchase order issued with an aggregate total over \$100,000.00 will need to have a payment and performance bond issued for 100% of the work performed. For additional information, please contact Mike Jensen at 602-304-4023.

NOTE: When you decide to accept this proposal, please make your PO out directly to Ace Asphalt of Arizona, Inc., then fax your PO to Mohave Educational Services, Inc. at 928-718-3232 for verification of pricing and to Ace Asphalt at 602-304-2725. The Mohave contract number: 14Y-ACE-0317, must appear on your PO. Once Mohave approves the PO for compliance, they will notify Ace Asphalt to proceed with the Work.

Sales Tax may vary based upon completion time of the project and any tax rate changes made by the state, city or county regulations.

TERMS: NET 30 DAYS AFTER COMPLETION OF WORK.

ACCEPTANCE: Ace Asphalt of Arizona, Inc., is authorized to proceed with the work as specified. Payment will be made according to the terms listed above.

Authorized Signature

Title

Print Name

Date

Legal Property Owner Name

Scheduling Contact

Mailing Address

Scheduling Contact Phone

Terms and Conditions

General Conditions

All surfaces to which material is to be applied shall be in a condition that is similar to the time at which the project was bid. Customer shall notify Ace in advance when the site will be ready for the work to be performed, and shall give free and unobstructed access so that the work to be performed hereunder can be commenced promptly, and that once begun, may be completed without delay. Customer agrees to pay Ace its reasonable charges for delays caused by Customer. Towing of vehicles, if necessary, shall be the responsibility of Customer.

Traffic control will be provided by Ace unless otherwise specified. It shall become the responsibility of Customer to maintain barricades and/or closures if required after Ace's personnel leave the site.

A water supply source shall be furnished by Customer for Ace's use on this project.

Ace does not assume responsibility for any utility lines such as water, electric, sprinkler, etc., which may lie within eighteen inches (18") of the surface. Layouts of locations must be furnished to Ace if such lines are known to exist. Failure to furnish information in this regard will cause Customer to carry responsibility in case of any damage and repairs to such lines.

Customer shall be represented by one spokesperson, who shall have the authority to accept work performed, authorize and sign for any additions or changes desired, and will be available for consultation with Ace's representative.

Customer grants permission to Ace to create photos or videos of the site for use in promotion of its business services.

Taxes are computed for the locality in which the work is performed at the time the project is invoiced. Taxes can be waived, by law, only upon receipt of an exemption certificate that has been properly executed by responsible party to this contract.

Indemnification

Ace maintains adequate insurances and shall indemnify and hold harmless Customer, Owner, and agents and employees of any of them from any claims, damages, losses and expenses arising out of or resulting from performance of the Work to the extent caused by the negligent acts or omissions of Ace or anyone for whose acts Ace may be liable.

Warranty

The work proposed herein is covered by a 30 month warranty on workmanship. Normal wear and tear, abuse, accidental damage, and acts of God are excluded.

Disputes

If Customer objects to any portion of the work, Customer will so notify Ace within seven (7) calendar days, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice.

The parties hereby agree that, in any legal action arising from this Agreement, venue for the action may properly be placed in the county of the Ace office that issued this contract. The parties acknowledge that they are hereby voluntarily and knowingly relinquishing and waiving any rights they may have to establishing venue in any other county. This Agreement shall be in accordance with and governed by the laws of the state of Arizona. If a court finds that any provision of this Agreement is not valid or should not be enforced, that fact by itself will not mean that the rest of this Agreement will not be valid or enforced. Therefore, a court may enforce the rest of the provisions of this Agreement even if a provision of this Agreement may be found to be invalid or unenforceable.

Our Commitment to the Environment

Ace believes in employing sustainable practices that are both socially responsible and commercially sound. From material recycling strategies to pollution prevention initiatives, we are committed to minimizing our environmental impact while improving the well being of the communities we serve.


Confidentiality


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Jaques Square - Town of Florence

Contact: Bryan Hughes 520-868-7582

Scope of work:


 Indicates wedge areas

 Highlights pave area (Option to slurry seal provided)

Stripe as existing

Note: remove & re-pin existing wheel stops

Legend

 Polygon Measure

8th St

Google earth

© 2015 Google

90 ft





We're on it.

Proposal

3030 South 7th Street
Phoenix, AZ 85040-1163
Phone: (602) 243-4100

Paving • Concrete • Earthwork
Arizona California Nevada New Mexico Texas

www.aceasphalt.com

Submitted To:

Town of Florence
Bryan Hughes - (520) 868-7500
775 N Main St
PO Box 2670
Florence, AZ 85132

Work To Be Performed At:

Town of Florence Senior Center
330 N Pinal St
Florence, AZ 85132

Proposal # Tow284-28b

March 11, 2015

**MOHAVE EDUCATIONAL SERVICE CO-OP BID:
CONTRACT NUMBER: 10A-ACE-0316**

SPECIAL NOTE:

The terms and conditions of Mohave Educational Services Co-Op Bid, Contract Number 10A-ACE-0316 will prevail over any and all terms and conditions stated in the proposal.

Prices are valid until 3/16/15.

Asphalt Repair

\$38,821.78

Note: This proposal is not meant to be used as an executable contract and is provided for budgetary purposes only. A formal proposal will be provided after customer agrees to the proposed scope of work.

Bid Scope:

- Obtain necessary project dust permits
- Provide site supervision
- Sawcut and remove 13,940 square feet of existing asphalt
- Haul off excess material as needed (129 cubic yards)
- Fine grade and compact existing base material
- Pave 13,940 square feet with 3 inches of compacted asphalt

Proposal includes 1 mobilization, additional move-ins require re-pricing.

Exclusions (except as noted above):

Bonds, Testing, Permits, Import / export, ABC, Taxes, Project engineering and lay-out staking, Site plans, All concrete work, Subgrade stabilization

Due to the existing condition of asphalt on this project, it is reasonable to believe that wet subgrade soils may be present. The extent of this saturation (if any) cannot be completely assessed without removal of the existing asphalt surface. Should the subgrade be saturated, available solution alternatives will be proposed and additional funds and/or construction time may be required by the client to correct the saturation concerns.

Notes:

- due to the condition of the existing asphalt it is reasonable to assume that the Bid is for items in scope of work only
- Ace is not responsible for drainage on projects with less than 1% fall.
- Ace is not responsible for subgrade deficiencies.
- Ace is not responsible for damage to underground utilities not located by owner prior to start of our work.
- Site is to be unobstructed prior to start of Ace work.



Sealing

\$3,082.30

Thoroughly clean approximately 25,420 square feet of existing pavement. Oil spillage areas will be treated with Poly Oil Seal spot primer; however the durability of these areas cannot be guaranteed unless prior repairs are made.

Caulk all major cracks (1/4 inch and wider) with a hot-applied, rubberized crack sealer, excluding areas with alligator cracking. Estimated crack sealer quantity is 65 gallons. Written permission will be requested if quantities are expected to exceed this amount.

Apply sealer in 2 Coats. Edge work adjacent to curbs, sidewalks, etc., will be done by hand in one coat.

This estimate is based on 1 mobilization. Additional trips, if requested require repricing.

Towing charges, if necessary, will be the owner's responsibility.

Ace Asphalt uses SealMaster® pavement sealing products. These products are modified with recycled tire rubber and contain no cutbacks, solvents, or coal tar for environmental friendliness. We are proud to offer the following:

" MasterSeal MTR: a clay-stabilized, mineral-filled asphalt emulsion seal coat designed to protect structurally sound pavements.

" PMM RTU - Polymer Modified Master Seal: a clay stabilized mineral and polymer reinforced asphalt emulsion seal coat designed to repair and protect distressed pavements.

" TRMSS: a clay-stabilized asphalt emulsion surface seal designed to protect asphalt pavements, slurry seal and chip seal surface treatments.

SealMaster® products meet or exceed all state and federal specifications.

Striping

\$431.47

Restripe all pavement markings to match existing layout including:

- 53 single parking stalls
- 2 two color handicap stalls
- 210 linear feet of hash-out striping

This price does not include replacing existing stencils on the asphalt unless it is specified above. Additionally, Fire Lane or curb painting is not included unless specified above. Ace Asphalt is not responsible for making any site conditions or improvements ADA compliant unless directed by the customer to do so. If directed by the customer, Ace Asphalt will make the recommended changes and additional charges may apply. Ace Asphalt also recommends the use of a certified ADA consultant for site evaluations and recommendations as required by applicable Federal and State laws.

Arizona State Materials Surcharge

\$1,533.36



Respectfully Submitted,

Ron Erickson
Account Executive
Phone: (602) 304-4162
Fax: (602) 304-2776
Email: Ericksonr@aceasphalt.com

Subtotal:	\$43,868.91
Estimated Tax:	\$0.00
Proposal Total:	\$43,868.91

NOTE: According to Arizona Law, any purchase order issued with an aggregate total over \$100,000.00 will need to have a payment and performance bond issued for 100% of the work performed. For additional information, please contact Mike Jensen at 602-304-4023.

NOTE: When you decide to accept this proposal, please make your PO out directly to Ace Asphalt of Arizona, Inc., then fax your PO to Mohave Educational Services, Inc. at 928-718-3232 for verification of pricing and to Ace Asphalt at 602-304-2725. The Mohave contract number: 10A-ACE-0316, must appear on your PO. Once Mohave approves the PO for compliance, they will notify Ace Asphalt to proceed with the Work.

Sales Tax may vary based upon completion time of the project and any tax rate changes made by the state, city or county regulations.

TERMS: NET 30 DAYS AFTER COMPLETION OF WORK.

ACCEPTANCE: Ace Asphalt of Arizona, Inc., is authorized to proceed with the work as specified. Payment will be made according to the terms listed above.

Authorized Signature

Title

Print Name

Date

Legal Property Owner Name

Scheduling Contact

Mailing Address

Scheduling Contact Phone



Terms and Conditions

General Conditions

All surfaces to which material is to be applied shall be in a condition that is similar to the time at which the project was bid. Customer shall notify Ace in advance when the site will be ready for the work to be performed, and shall give free and unobstructed access so that the work to be performed hereunder can be commenced promptly, and that once begun, may be completed without delay. Customer agrees to pay Ace its reasonable charges for delays caused by Customer. Towing of vehicles, if necessary, shall be the responsibility of Customer.

Traffic control will be provided by Ace unless otherwise specified. It shall become the responsibility of Customer to maintain barricades and/or closures if required after Ace's personnel leave the site.

A water supply source shall be furnished by Customer for Ace's use on this project.

Ace does not assume responsibility for any utility lines such as water, electric, sprinkler, etc., which may lie within eighteen inches (18") of the surface. Layouts of locations must be furnished to Ace if such lines are known to exist. Failure to furnish information in this regard will cause Customer to carry responsibility in case of any damage and repairs to such lines.

Customer shall be represented by one spokesperson, who shall have the authority to accept work performed, authorize and sign for any additions or changes desired, and will be available for consultation with Ace's representative.

Customer grants permission to Ace to create photos or videos of the site for use in promotion of its business services.

Taxes are computed for the locality in which the work is performed at the time the project is invoiced. Taxes can be waived, by law, only upon receipt of an exemption certificate that has been properly executed by responsible party to this contract.

Indemnification

Ace maintains adequate insurances and shall indemnify and hold harmless Customer, Owner, and agents and employees of any of them from any claims, damages, losses and expenses arising out of or resulting from performance of the Work to the extent caused by the negligent acts or omissions of Ace or anyone for whose acts Ace may be liable.

Warranty

The work proposed herein is covered by a 30 month warranty on workmanship. Normal wear and tear, abuse, accidental damage, and acts of God are excluded.

Disputes

If Customer objects to any portion of the work, Customer will so notify Ace within seven (7) calendar days, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice.

The parties hereby agree that, in any legal action arising from this Agreement, venue for the action may properly be placed in the county of the Ace office that issued this contract. The parties acknowledge that they are hereby voluntarily and knowingly relinquishing and waiving any rights they may have to establishing venue in any other county. This Agreement shall be in accordance with and governed by the laws of the state of Arizona. If a court finds that any provision of this Agreement is not valid or should not be enforced, that fact by itself will not mean that the rest of this Agreement will not be valid or enforced. Therefore, a court may enforce the rest of the provisions of this Agreement even if a provision of this Agreement may be found to be invalid or unenforceable.

Our Commitment to the Environment

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Confidentiality

The information in this document is privileged and confidential. No part of this document may be reproduced and/or distributed to anyone other than the recipient listed on this document without written permission from Ace.

Senior Center - Town of Florence

Contact: Bryan Hughes 520-868-7582

Scope of work:

- Indicates repair areas
- Highlights seal coat areas
- Stripe as existing

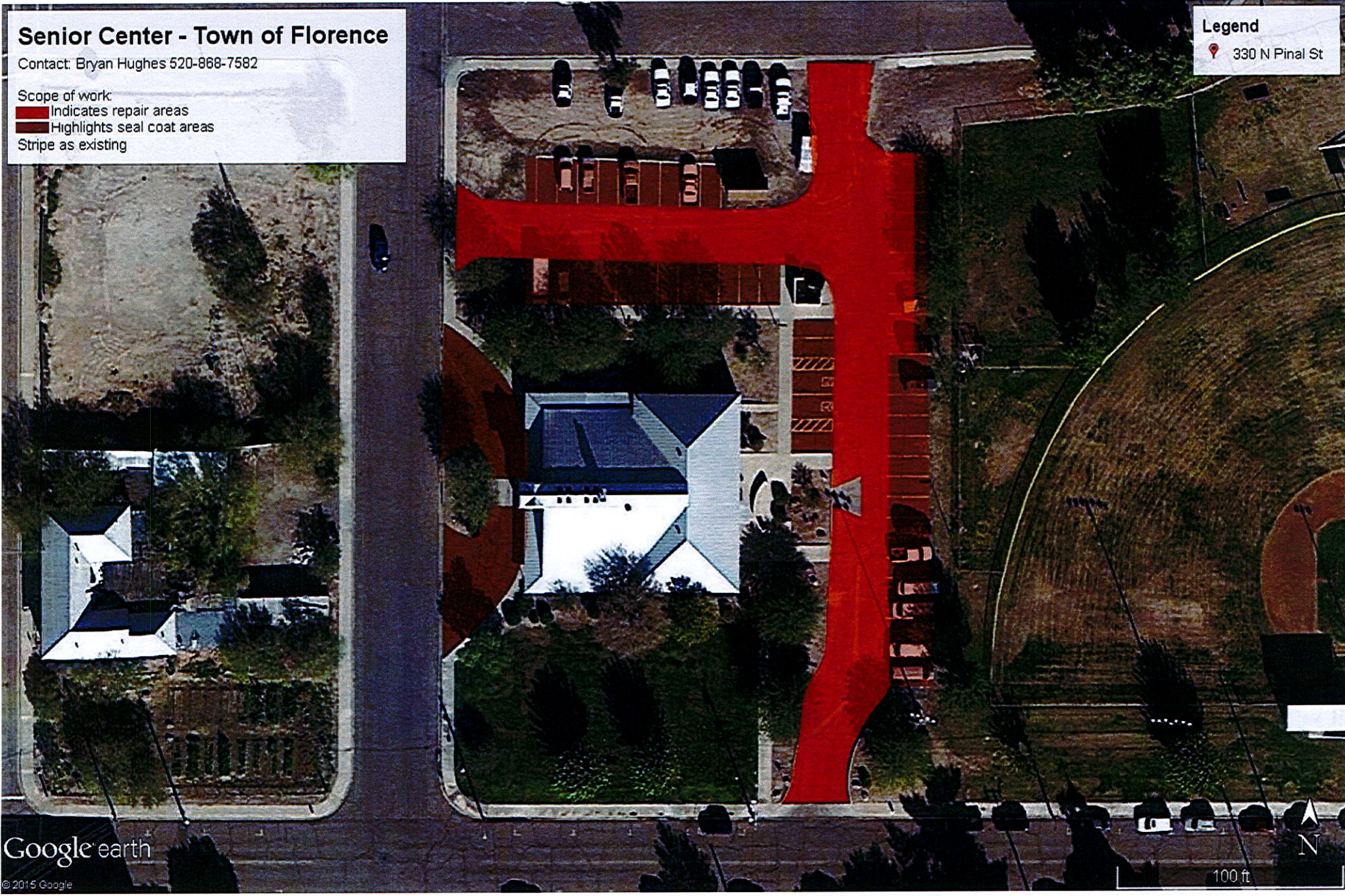
Legend

330 N Pinal St

Google earth

© 2015 Google

100 ft





We're on it.

Proposal

3030 South 7th Street
Phoenix, AZ 85040-1163
Phone: (602) 243-4100

Paving • Concrete • Earthwork
Arizona California Nevada New Mexico Texas

www.aceasphalt.com

Submitted To:

Town of Florence
Bryan Hughes - (520) 868-7500
775 N Main St
PO Box 2670
Florence, AZ 85132

Work To Be Performed At:

Florence Town Hall
775 N Main St
Florence, AZ 85132

Proposal # Tow285-ad1

March 11, 2015

**MOHAVE EDUCATIONAL SERVICE CO-OP BID:
CONTRACT NUMBER: 10A-ACE-0316**

SPECIAL NOTE:

The terms and conditions of Mohave Educational Services Co-Op Bid, Contract Number 10A-ACE-0316 will prevail over any and all terms and conditions stated in the proposal.

Prices are valid until 3/16/15.

Asphalt Repair

\$45,315.13

Note: This proposal is not meant to be used as an executable contact and is provided for budgetary purposes only. A formal proposal will be provided after customer agrees to the proposed scope of work.

Bid Scope:

- Obtain necessary project dust permits
- Provide site supervision
- Sawcut and remove 16,640 square feet of existing asphalt
- Haul off excess material as needed (154 cubic yards)
- Fine grade and compact GSA
- Pave 16,640 square feet with 3 inches of compacted asphalt

Proposal includes 1 mobilization, additional move-ins require re-pricing.

Exclusions (except as noted above):

Bonds, Testing, Permits, Import / export, ABC, Taxes, Project engineering and lay-out staking, Site plans, All concrete work, Subgrade stabilization

Due to the existing condition of asphalt on this project, it is reasonable to believe that wet subgrade soils may be present. The extent of this saturation (if any) cannot be completely assessed without removal of the existing asphalt surface. Should the subgrade be saturated, available solution alternatives will be proposed and additional funds and/or construction time may be required by the client to correct the saturation concerns.

Notes:

- Bid is for items in scope of work only
- Ace is not responsible for drainage on projects with less than 1% fall.
- Ace is not responsible for subgrade deficiencies.
- Ace is not responsible for damage to underground utilities not located by owner prior to start of our work.
- Site is to be unobstructed prior to start of Ace work.



Sealing

\$4,508.35

Thoroughly clean approximately 42,190 square feet of existing pavement. Oil spillage areas will be treated with Poly Oil Seal spot primer; however the durability of these areas cannot be guaranteed unless prior repairs are made.

Caulk all major cracks (1/4 inch and wider) with a hot-applied, rubberized crack sealer, excluding areas with alligator cracking. Estimated crack sealer quantity is 90 gallons. Written permission will be requested if quantities are expected to exceed this amount.

Apply sealer in 2 Coats. Edge work adjacent to curbs, sidewalks, etc., will be done by hand in one coat.

This estimate is based on 1 mobilization. Additional trips, if requested require repricing.

Towing charges, if necessary, will be the owner's responsibility.

Ace Asphalt uses SealMaster® pavement sealing products. These products are modified with recycled tire rubber and contain no cutbacks, solvents, or coal tar for environmental friendliness. We are proud to offer the following:

" MasterSeal MTR: a clay-stabilized, mineral-filled asphalt emulsion seal coat designed to protect structurally sound pavements.

" PMM RTU - Polymer Modified Master Seal: a clay stabilized mineral and polymer reinforced asphalt emulsion seal coat designed to repair and protect distressed pavements.

" TRMSS: a clay-stabilized asphalt emulsion surface seal designed to protect asphalt pavements, slurry seal and chip seal surface treatments.

SealMaster® products meet or exceed all state and federal specifications.

Striping

\$670.93

Restripe all pavement markings to match existing layout including:

- 113 single parking stalls
- 6 two color handicap stalls
- 210 linear feet of hash-out striping

This price does not include replacing existing stencils on the asphalt unless it is specified above. Additionally, Fire Lane or curb painting is not included unless specified above. Ace Asphalt is not responsible for making any site conditions or improvements ADA compliant unless directed by the customer to do so. If directed by the customer, Ace Asphalt will make the recommended changes and additional charges may apply. Ace Asphalt also recommends the use of a certified ADA consultant for site evaluations and recommendations as required by applicable Federal and State laws.

Arizona State Materials Surcharge

\$1,809.15

Respectfully Submitted,



Ron Erickson
 Account Executive
 Phone: (602) 304-4162
 Fax: (602) 304-2776
 Email: Ericksonr@aceasphalt.com

Subtotal:	\$52,303.56
Estimated Tax:	\$0.00
Proposal Total:	\$52,303.56

NOTE: According to Arizona Law, any purchase order issued with an aggregate total over \$100,000.00 will need to have a payment and performance bond issued for 100% of the work performed. For additional information, please contact Mike Jensen at 602-304-4023.

NOTE: When you decide to accept this proposal, please make your PO out directly to Ace Asphalt of Arizona, Inc., then fax your PO to Mohave Educational Services, Inc. at 928-718-3232 for verification of pricing and to Ace Asphalt at 602-304-2725. The Mohave contract number: 10A-ACE-0316, must appear on your PO. Once Mohave approves the PO for compliance, they will notify Ace Asphalt to proceed with the Work.

Sales Tax may vary based upon completion time of the project and any tax rate changes made by the state, city or county regulations.

TERMS: NET 30 DAYS AFTER COMPLETION OF WORK.

ACCEPTANCE: Ace Asphalt of Arizona, Inc., is authorized to proceed with the work as specified. Payment will be made according to the terms listed above.

 Authorized Signature

 Title

 Print Name

 Date

 Legal Property Owner Name

 Scheduling Contact

 Mailing Address

 Scheduling Contact Phone



Terms and Conditions

General Conditions

All surfaces to which material is to be applied shall be in a condition that is similar to the time at which the project was bid. Customer shall notify Ace in advance when the site will be ready for the work to be performed, and shall give free and unobstructed access so that the work to be performed hereunder can be commenced promptly, and that once begun, may be completed without delay. Customer agrees to pay Ace its reasonable charges for delays caused by Customer. Towing of vehicles, if necessary, shall be the responsibility of Customer.

Traffic control will be provided by Ace unless otherwise specified. It shall become the responsibility of Customer to maintain barricades and/or closures if required after Ace's personnel leave the site.

A water supply source shall be furnished by Customer for Ace's use on this project.

Ace does not assume responsibility for any utility lines such as water, electric, sprinkler, etc., which may lie within eighteen inches (18") of the surface. Layouts of locations must be furnished to Ace if such lines are known to exist. Failure to furnish information in this regard will cause Customer to carry responsibility in case of any damage and repairs to such lines.

Customer shall be represented by one spokesperson, who shall have the authority to accept work performed, authorize and sign for any additions or changes desired, and will be available for consultation with Ace's representative.

Customer grants permission to Ace to create photos or videos of the site for use in promotion of its business services.

Taxes are computed for the locality in which the work is performed at the time the project is invoiced. Taxes can be waived, by law, only upon receipt of an exemption certificate that has been properly executed by responsible party to this contract.

Indemnification

Ace maintains adequate insurances and shall indemnify and hold harmless Customer, Owner, and agents and employees of any of them from any claims, damages, losses and expenses arising out of or resulting from performance of the Work to the extent caused by the negligent acts or omissions of Ace or anyone for whose acts Ace may be liable.

Warranty

The work proposed herein is covered by a 30 month warranty on workmanship. Normal wear and tear, abuse, accidental damage, and acts of God are excluded.

Disputes

If Customer objects to any portion of the work, Customer will so notify Ace within seven (7) calendar days, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice.

The parties hereby agree that, in any legal action arising from this Agreement, venue for the action may properly be placed in the county of the Ace office that issued this contract. The parties acknowledge that they are hereby voluntarily and knowingly relinquishing and waiving any rights they may have to establishing venue in any other county. This Agreement shall be in accordance with and governed by the laws of the state of Arizona. If a court finds that any provision of this Agreement is not valid or should not be enforced, that fact by itself will not mean that the rest of this Agreement will not be valid or enforced. Therefore, a court may enforce the rest of the provisions of this Agreement even if a provision of this Agreement may be found to be invalid or unenforceable.

Our Commitment to the Environment

Ace believes in employing sustainable practices that are both socially responsible and commercially sound. From material recycling strategies to pollution prevention initiatives, we are committed to minimizing our environmental impact while improving the well being of the communities we serve.

Confidentiality

The information in this document is privileged and confidential. No part of this document may be reproduced and/or distributed to anyone other than the recipient listed on this document without written permission from Ace.

Florence Town Hall

Contact: Bryan Hughes 520-868-7582

Scope of work:

- Indicates repair areas
- Highlights seal coat areas
- Stripe as existing

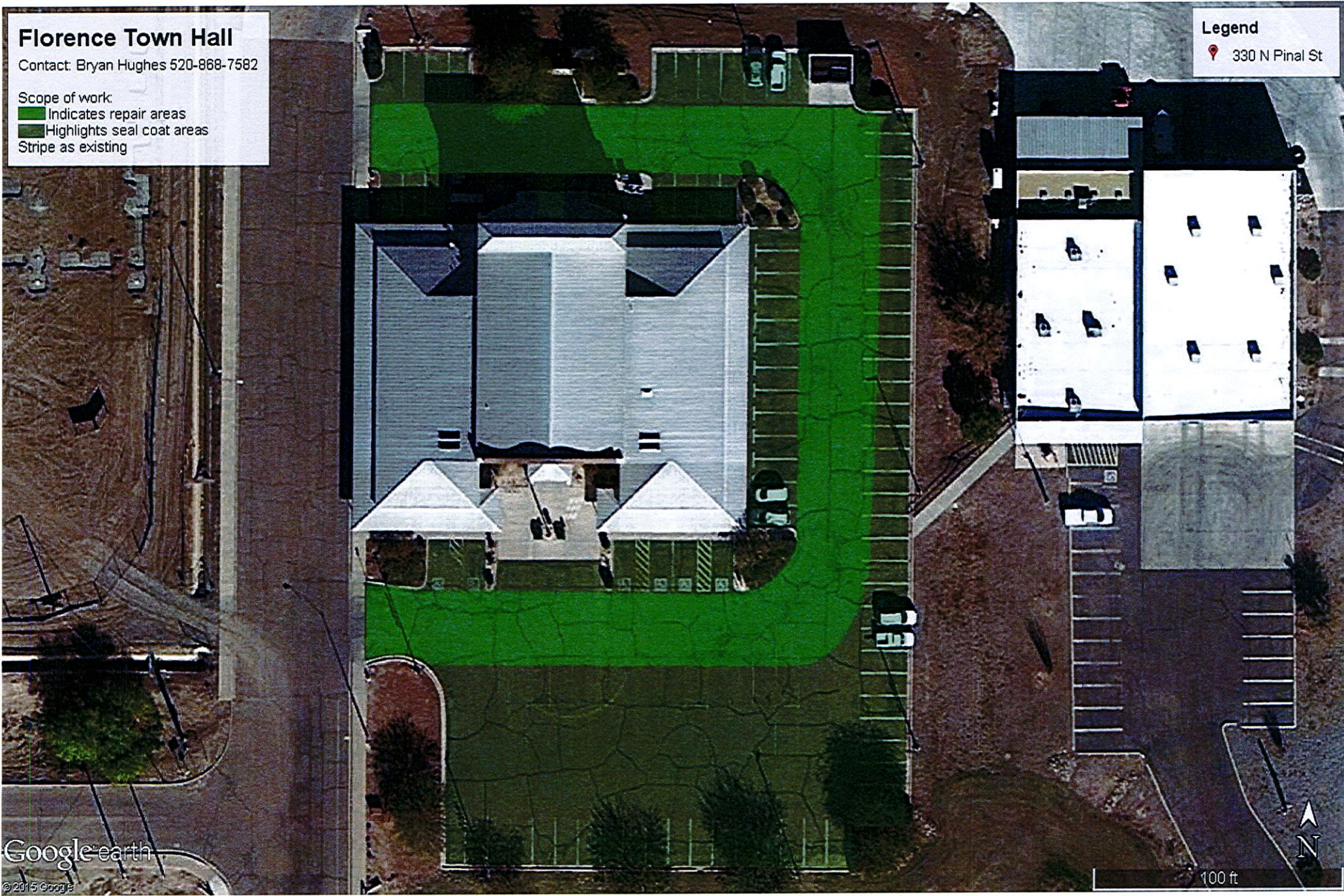
Legend


330 N Pinal St

Google earth

© 2015 Google

100 ft



	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 11f.
MEETING DATE: April 6, 2015 DEPARTMENT: Community Development STAFF PRESENTER: Mark Eckhoff, AICP Community Development Director SUBJECT: Landscape Enhancement Projects		<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 allow Town staff to work with the Windmill Winery and the Florence Future Foundation to help facilitate future landscape enhancement projects in Florence; to allow for the acceptance of donations of plant materials and/or services from said entities; and to allow the Town Manager to enter into any agreements necessary to facilitate partnerships and future landscape enhancement projects in Florence.

BACKGROUND/DISCUSSION:

The Future Forward Foundation and the Windmill Winery would like to partner with the Town of Florence to provide landscaping enhancements throughout the community. The Windmill Winery has offered to donate plants from their nursery and the Future Forward Foundation has proposed to donate locally grown plants and the services of volunteers to assist with planting projects.

Several possible projects have been identified and discussed thus far. Florence Future Foundation has an interest in adding locally grown plants, including a low water usage Desert Willow tree, to downtown roadways that have excess unused right-of-way. Conversations with the Windmill Winery have primarily been focused on adding landscaping along the new Main Street extension. The Windmill Winery is also interested in possible landscape enhancements along West Butte Ave.

Should the Town proceed with these projects, this initiative will take a collaborative approach of various Town departments and private parties. Additional discussions will occur to: agree upon ideal project areas, identify necessary water infrastructure, address possible conflicts with rights-of-way and easements; define how plants will be maintained, and to ensure community support for neighborhood planting projects.

It is noted that the Florence Future Foundation may concurrently continue to work with home and business owners to place plants on private properties.

FINANCIAL IMPACT:


Though this initiative will have a significant reliance upon donated plants and services, Town funds will be necessary to support this effort, namely for possible survey work, assistance with plantings and for irrigation systems. Staff would like to set aside a maximum of \$25,000 towards this initiative on an annual basis, subject to the availability of funds. Within the current fiscal year, the funds would be allocated from funded CIP projects that are not expected to be completed prior to June 30th.

RECOMMENDATION:

Motion to allow Town staff to work with the Windmill Winery and the Florence Future Foundation to help facilitate future landscape enhancement projects in Florence, to allow for the acceptance of donations of plant materials and/or services from said entities, and to allow the Town Manager to enter into any agreements necessary to facilitate partnerships and future landscape enhancement projects in Florence.

ATTACHMENTS:

None

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 11g.
MEETING DATE: April 6, 2015 DEPARTMENT: Administration STAFF PRESENTER: Lisa Garcia Deputy Town Manager/Town Clerk SUBJECT: Rescinding of the Territory Square Library and Recreation Complex Signage (PZC-07-15-DR)		<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 rescind or amend the March 2, 2015 approval of the recommendation of the Planning and Zoning Commission for Option #1 of Territory Square Signage.

BACKGROUND/DISCUSSION:

The Design Review sign package for Territory Square was approved at the March 2, 2015 Council meeting. The Council approved Option #1. If the Council were to reconsider the motion it would have had to come back to the the next available Council meeting. Which was held on March 16 2015.

Staff received requests from three members of Council to place the item on the April 6, 2015 meeting. To request a motion be reconsidered, the motion must be moved by a member who voted with the majority/prevaling side at the March 2, 2015 Council meeting (Rankin, Woolridge, Hawkins, Guillin); and can be seconded by any member; requires a majority vote to adopt. These are the requirements in the Town’s Rules of Procedure and Robert’s Rules of Order.

The motion to reconsider is not an option because the next available meeting passed. An option that is not in the Town’s Rules of Procedure but allowed under Robert’s Rules of is a “motion to rescind and amend something previously adopted”. In the absence of an adopted rule, Council may turn to Robert’s Rules for guidance. This motion can be used to change something previously adopted either by striking out the entire action or by changing part of it. The motion to rescind and amend needs: a second; amendable; debatable; and if no previous notice is given to the members, either a two-thirds vote or a majority of the entire membership-if previous notice is given the motion requires a majority vote.

This type of motion is not in order if the action has already been carried out. .

Staff has placed a motion to rescind on the agenda. If the procedural motion passes, then the sign package item will be the next agenda item.

FINANCIAL IMPACT:


The costs for all of the proposed signs are contained within the approved GMP for the Phase 1 development.

RECOMMENDATION:

Motion to rescind or amend the March 2, 2015 approval of the recommendation of the Planning and Zoning Commission for Option #1 of Territory Square Signage.

ATTACHMENT:

None

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 11h.
MEETING DATE: April 6, 2015 DEPARTMENT: Community Development Department STAFF PRESENTER: Mark Eckhoff, Director SUBJECT: Town of Florence Territory Square Library and Recreation Complex Signage (PZC-07-15-DR)	<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:

The following two options are provided for Council’s consideration:

Motion to affirm the February 5, 2015 recommendation of the Planning and Zoning Commission and the March 2, 2015 Town Council recommendation for the Town of Florence Territory Square Signage Design Review application by approving attached Option #1;

or

Motion to approve attached Option #3 for the Town of Florence Territory Square Signage Design Review application, which utilizes a horizontal orientation on all project signs and sign text.

BACKGROUND/DISCUSSION:

Low Mountain Inc. and Hidell Architects, on behalf of the Town of Florence, obtained approval of a Design Review application for the Phase 1 40-acre conceptual master plan and the Phase 1 development plan (16.5 acres) for Town-owned property located within the Territory Square project. Phase 1 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. Concurrent with this approval by the Planning and Zoning Commission on October 16, 2014, it was mentioned that a signage package for the Phase 1 development would come to the Commission at a later date. The Planning and Zoning Commission acted upon the Design Review application for the proposed project sign package on February 5, 2015.

The approved master plan and initial development plans for Phase 1 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. Signage is also another tool that can help to brand and market the Territory Square District. A total of seven signs are proposed for this first phase of development, including a plaza gateway sign, two wall signs for the Library and Community Center, one wall sign for the Aquatics Center, restroom signs and at least one directional sign, which would be located along Main Street.

The proposed plaza at the corner of Main and First Streets 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. Steel letters reading "Town of Florence" standing three feet in height will sit on a low gabion wall. This creative signage proudly welcomes the visiting public to this site and lets everyone know they are entering a municipal campus.

The wall signage on the Library and Community Center building and the Aquatics Center building flow seamlessly with the architectural designs, colors and material on these buildings. The wall signage has been 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.

Signage orientation was originally selected to aid in the overall design to the complex and to add a modern element recognizable in many libraries and aquatics centers across the country.

The Phase 1 area is large enough that directional signage has been added to orient both 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.

Even the signage for the bathrooms that are approachable on the outside of the Aquatics Center will maintain a consistent design theme.

All wall and directional signs will have lighting to ensure the signs are visible at night. Lighting will either be from the ground (for the vertically oriented signs and directional signs) or from the building for the horizontally oriented wall signs. The gateway sign will also be illuminated from the ground. Energy efficient lighting that meets dark sky requirements is proposed. Additional details about the proposed signage options are contained with the attached documentation.

FINANCIAL IMPACT:

The costs for all of the proposed signs are contained within the approved GMP for the Phase 1 development.

RECOMMENDATION:

On February 5, 2015, the Planning and Zoning Commission approved Option #1. Option #1 is also consistent with the preliminary sign concepts shown to the Council and public. Option #1 was also approved by the Town Council on March 2, 2015. Due to ongoing

concerns raised about the orientation of the signage on the subject facilities, this item is being presented to the Mayor and Council to either affirm or modify the Commission's and Council's recommendations. It is noted that the two favored options (#1 and #3) are in compliance with applicable Town Codes and all signs will be aesthetically pleasing and help to enhance the character and branding possibilities for the Territory Square District.

The following two options are provided for Council's consideration:

Motion to affirm the February 5, 2015 recommendation of the Planning and Zoning Commission and the March 2, 2015 Town Council recommendation for the Town of Florence Territory Square Signage Design Review application by approving attached Option #1;

or

Motion to approve attached Option #3 for the Town of Florence Territory Square Signage Design Review application, which utilizes a horizontal orientation on all project signs and sign text.

ATTACHMENT:

- Town of Florence Territory Square Library and Recreation Complex Signage Package
- Petitions



TOWN OF FLORENCE
TERRITORY SQUARE – LIBRARY /RECREATION COMPLEX

SIGNAGE SUBMITTAL

February 18, 2015



TABLE OF CONTENTS

Project Narrative

- Description of proposed project
- Scope of Work Diagram
- Vicinity Map (See this Page)

Site Plan

- Site Plan – Phase I
 - Sign Location Labeled

Elevations

- Library / Rec Building Elevations
 - Building Signage Noted
- Aquatics Center (Bath House) Elevations
 - Building Signage Noted
- Technical Drawings

VICINITY MAP



PROJECT NARRATIVE

The project is a phase I development of a 40 Acre master plan located in the Territory Square Zoning District. The phase I improvements include a public library, recreation program rooms, Park and Recreation Department offices, an outdoor aquatic complex, two soccer fields, two outdoor tennis courts, two outdoor pickle ball courts, and associated parking. These improvements have been developed in conjunction with a 40 acre master plan, ensuring the overall sustainability of future developments.

The project was previously submitted for design review. This package includes the proposed building signage for review.

As Phase I of an overall master plan this project begins to set a standard of design. The proposed plaza at the corner of Main Street and First Street serves as a gateway to the development. A large "Town of Florence" 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. Pedestrians will have access to interact with this sign feature.

The building 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 I 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. This signage also repeats the weathered steel plate material and aluminum lettering to stay consistent with the overall design materials.

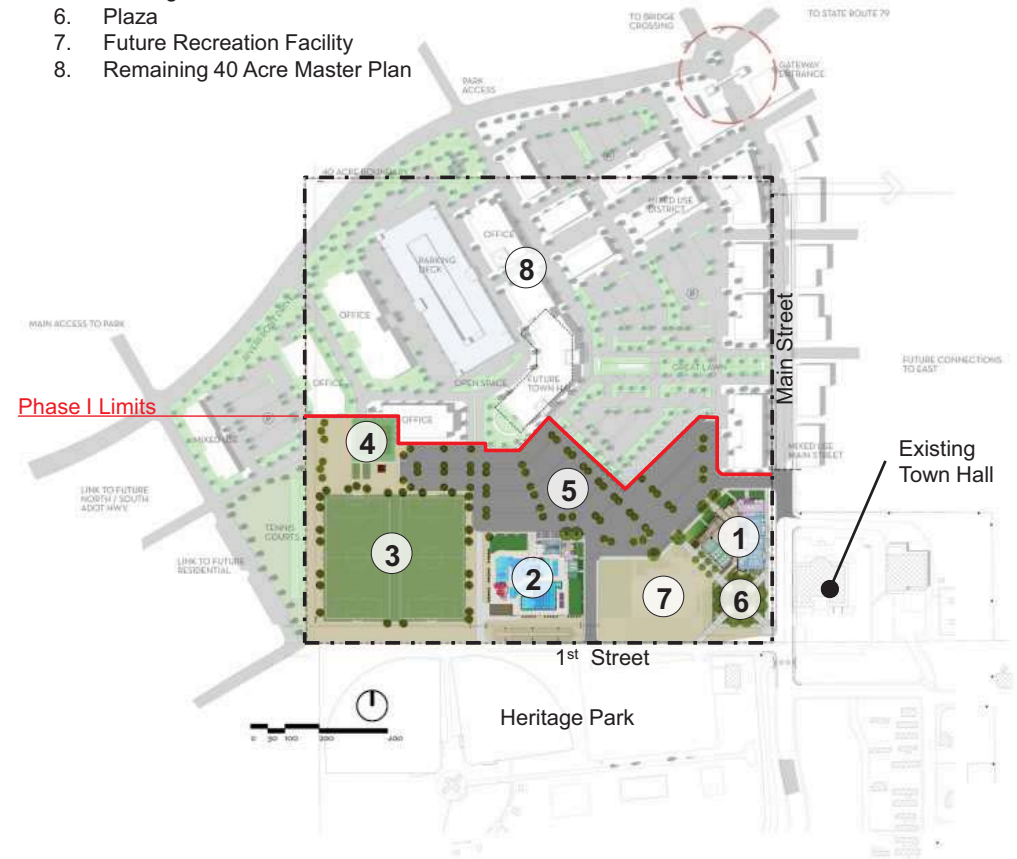
All building signage will be illuminated with an LED directional wall wash fixture. This type of fixture provides a luminous flux concentrated in the vertical plane and grazes the sign with minimal light bleed.



SCOPE OF WORK DIAGRAM

KEY NOTES

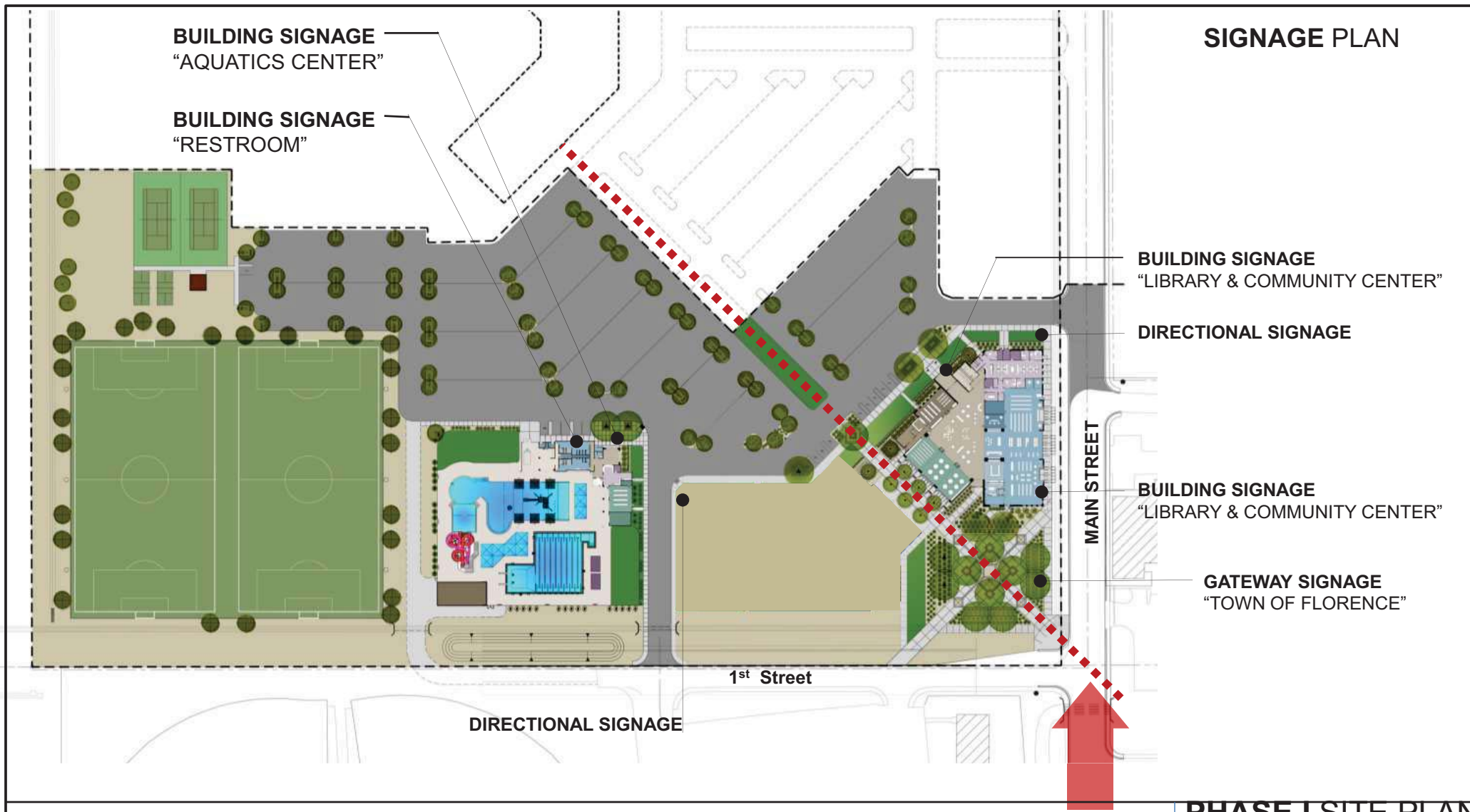
1. Library / Community Facility
2. Aquatics Center
3. Soccer Fields (2)
4. Tennis Courts (2) Pickle Ball (2)
5. Parking
6. Plaza
7. Future Recreation Facility
8. Remaining 40 Acre Master Plan



TOWN OF FLORENCE TERRITORY SQUARE – LIBRARY /RECREATION COMPLEX

Signage Submittal – 2.18.15





TOWN OF FLORENCE
TERRITORY SQUARE – LIBRARY /RECREATION COMPLEX
 Signage Submittal – 2.18.15



PHASE I SITE PLAN



BUILDING SIGNAGE
 "LIBRARY & COMMUNITY CENTER"

GATEWAY SIGNAGE
 "TOWN OF FLORENCE"

LIBRARY/REC FACILITY – SOUTH ELEVATION / MAIN STREET

SCALE : NTS

TOWN OF FLORENCE
TERRITORY SQUARE – LIBRARY /RECREATION COMPLEX
 Signage Submittal – 2.18.15





BUILDING SIGNAGE
"LIBRARY & COMMUNITY CENTER"

LIBRARY/REC FACILITY – MAIN STREET BUILDING SIGNAGE

SCALE : NTS

TOWN OF FLORENCE
TERRITORY SQUARE – LIBRARY /RECREATION COMPLEX
Signage Submittal – 2.18.15





BUILDING ADDRESS SIGNAGE

DIRECTIONAL SIGNAGE
 ACRYLIC CAP AND CAST
 ALUMINUM LETTERS ON A
 WEATHERED STEEL PLATE.

LIBRARY/REC FACILITY – MAIN STREET BUILDING SIGNAGE

SCALE : NTS

TOWN OF FLORENCE
TERRITORY SQUARE – LIBRARY /RECREATION COMPLEX
 Signage Submittal – 2.18.15





AQUATICS FACILITY – FIRST STREET BUILDING SIGNAGE

SCALE : NTS

TOWN OF FLORENCE
TERRITORY SQUARE – LIBRARY /RECREATION COMPLEX
Signage Submittal – 2.18.15





SIGN ORIENTATION OPTIONS

OPTION 1

Vertical weathered steel plate with cast aluminum letters oriented vertically (reads bottom to top)



OPTION 2

Vertical weathered steel plate with cast aluminum letters oriented horizontally (reads top to bottom)



OPTION 3

Horizontal weathered steel plate with cast aluminum letters oriented horizontally (reads left to right)

LIBRARY/REC FACILITY – MAIN ENTRY BUILDING SIGNAGE

SCALE : NTS

**TOWN OF FLORENCE
TERRITORY SQUARE – LIBRARY /RECREATION COMPLEX**
Signage Submittal – 2.18.15





OPTION **1**

LIBRARY/REC FACILITY – MAIN ENTRY BUILDING SIGNAGE

SCALE : NTS

TOWN OF FLORENCE
TERRITORY SQUARE – LIBRARY /RECREATION COMPLEX
Signage Submittal – 2.18.15





OPTION **2**

LIBRARY/REC FACILITY – MAIN ENTRY BUILDING SIGNAGE

SCALE : NTS

TOWN OF FLORENCE
TERRITORY SQUARE – LIBRARY /RECREATION COMPLEX
Signage Submittal – 2.18.15





OPTION 3

LIBRARY/REC FACILITY – MAIN ENTRY BUILDING SIGNAGE

SCALE : NTS

TOWN OF FLORENCE
TERRITORY SQUARE – LIBRARY /RECREATION COMPLEX
Signage Submittal – 2.18.15



OPTION 1

BUILDING SIGNAGE
"AQUATICS CENTER"



AQUATICS FACILITY (BATH HOUSE) – MAIN ENTRY SIGNAGE

SCALE : NTS

TOWN OF FLORENCE
TERRITORY SQUARE – LIBRARY /RECREATION COMPLEX
Signage Submittal – 2.18.15



BUILDING SIGNAGE
"AQUATICS CENTER"



AQUATICS FACILITY (BATH HOUSE) – MAIN ENTRY SIGNAGE

SCALE : NTS

TOWN OF FLORENCE
TERRITORY SQUARE – LIBRARY /RECREATION COMPLEX
Signage Submittal – 2.18.15



BUILDING SIGNAGE
"AQUATICS CENTER"



AQUATICS FACILITY (BATH HOUSE) – MAIN ENTRY SIGNAGE

SCALE : NTS

TOWN OF FLORENCE
TERRITORY SQUARE – LIBRARY /RECREATION COMPLEX
 Signage Submittal – 2.18.15



OPTION 1

BUILDING SIGNAGE
"RESTROOM"

AQUATICS FACILITY (BATH HOUSE) – RESTROOM SIGNAGE

SCALE : NTS

TOWN OF FLORENCE
TERRITORY SQUARE – LIBRARY /RECREATION COMPLEX
Signage Submittal – 2.18.15



OPTION 2



BUILDING SIGNAGE
"RESTROOM"

AQUATICS FACILITY (BATH HOUSE) – RESTROOM SIGNAGE

SCALE : NTS

TOWN OF FLORENCE
TERRITORY SQUARE – LIBRARY /RECREATION COMPLEX
Signage Submittal – 2.18.15



OPTION 3



BUILDING SIGNAGE
"RESTROOM"

AQUATICS FACILITY (BATH HOUSE) – RESTROOM SIGNAGE

SCALE : NTS

TOWN OF FLORENCE
TERRITORY SQUARE – LIBRARY /RECREATION COMPLEX
Signage Submittal – 2.18.15



TECHNICAL DRAWINGS

3'-0" TALL X 1'-0" DEEP STEEL
LETTERS "TOWN OF FLORENCE"
FONT SHALL BE BOOK ANTIQUA ;
FINISH SHALL BE WEATHERED
STEEL WITH PERMALAC COATING

03/A1100

TOWN OF FLORENCE

GABION WALL REF. 03/A110

DIRECTIONAL GROUND MOUNTED
LED FIXTURE SHALL ILLUMINATE
SIGN (TYP OF 4)

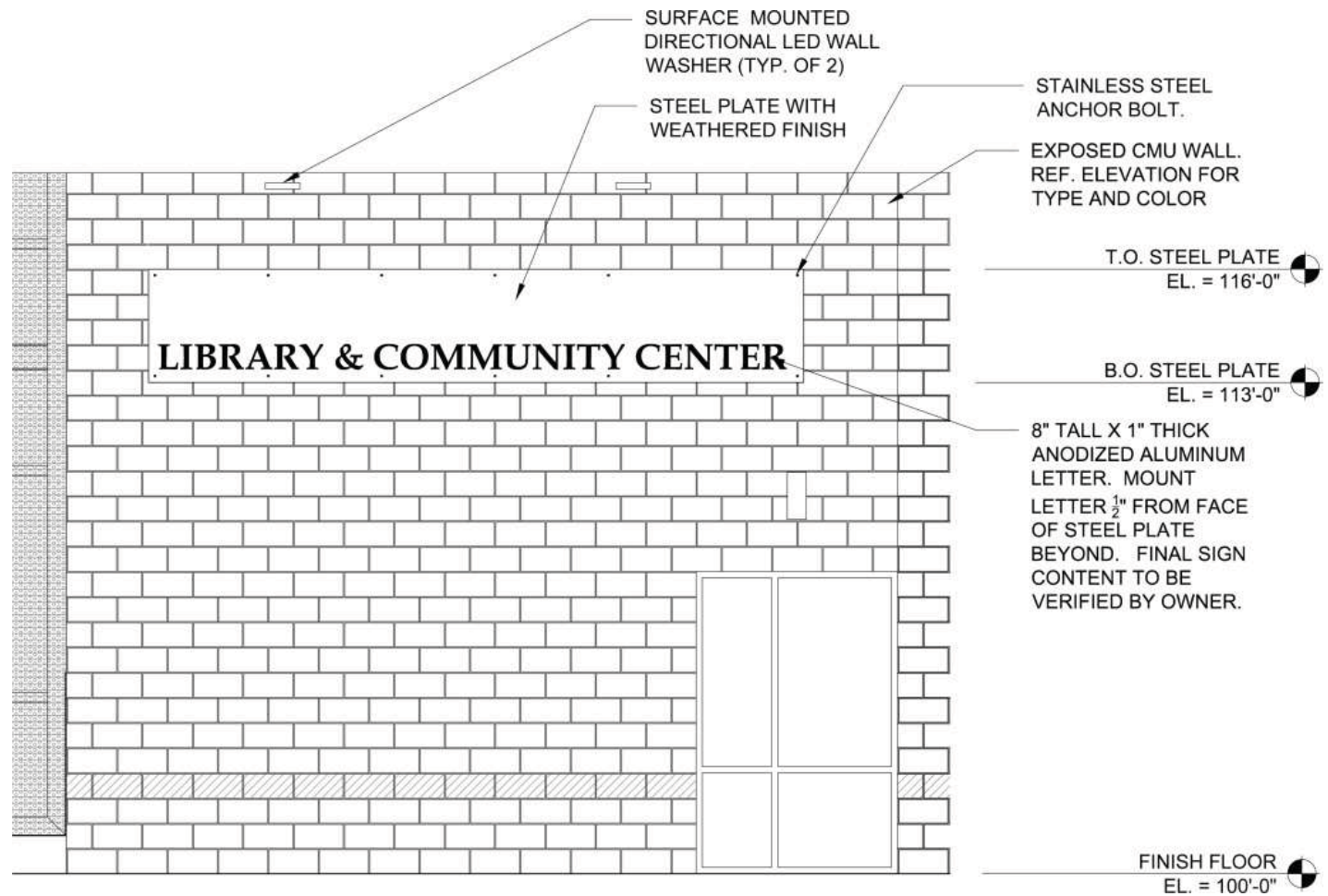
GATEWAY SIGNAGE
"TOWN OF FLORENCE"

LIBRARY/REC FACILITY – TECHNICAL DRAWINGS

SCALE : NTS

TOWN OF FLORENCE
TERRITORY SQUARE – LIBRARY /RECREATION COMPLEX
Signage Submittal – 2.18.15

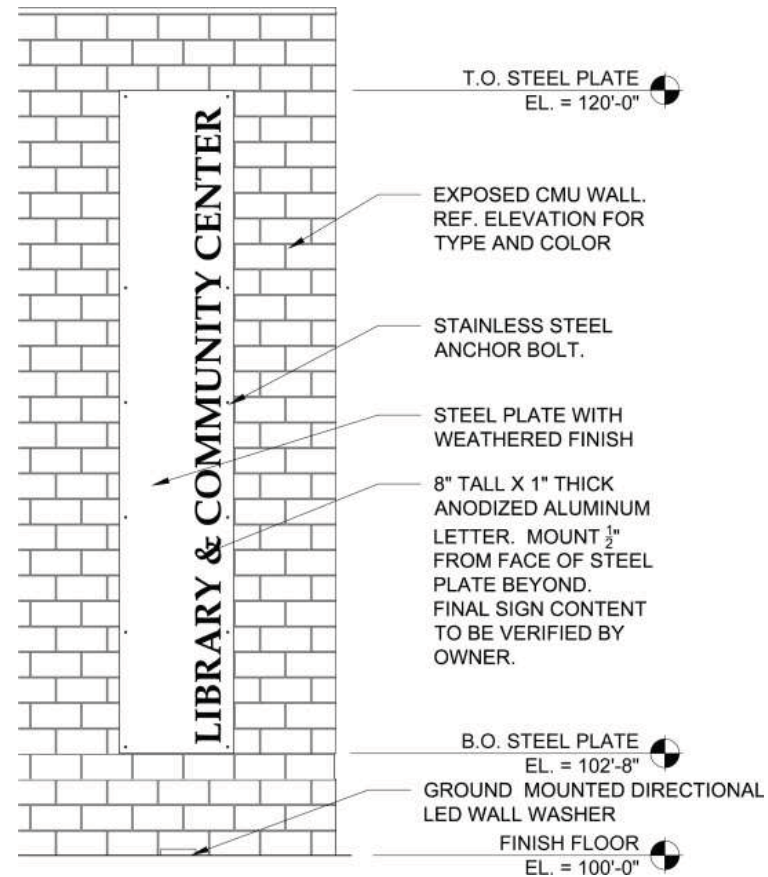




MAIN STREET BUILDING SIGNAGE
 "LIBRARY & COMMUNITY CENTER"

OPTION

1



BUILDING SIGNAGE

"LIBRARY & COMMUNITY CENTER"

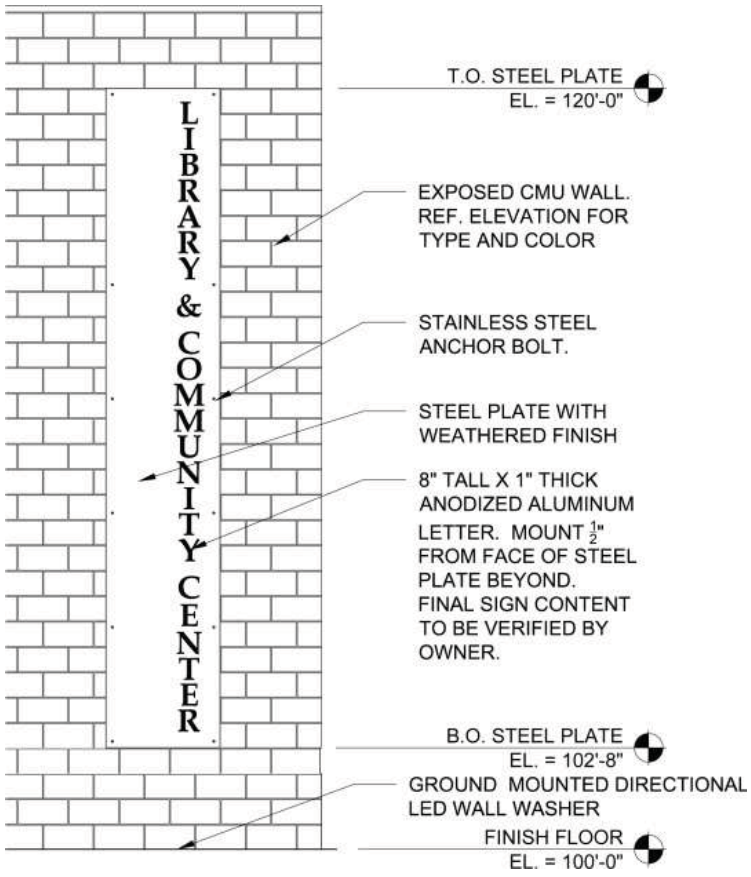
LIBRARY/REC FACILITY – TECHNICAL DRAWINGS

SCALE : NTS

TOWN OF FLORENCE
TERRITORY SQUARE – LIBRARY /RECREATION COMPLEX
Signage Submittal – 2.18.15



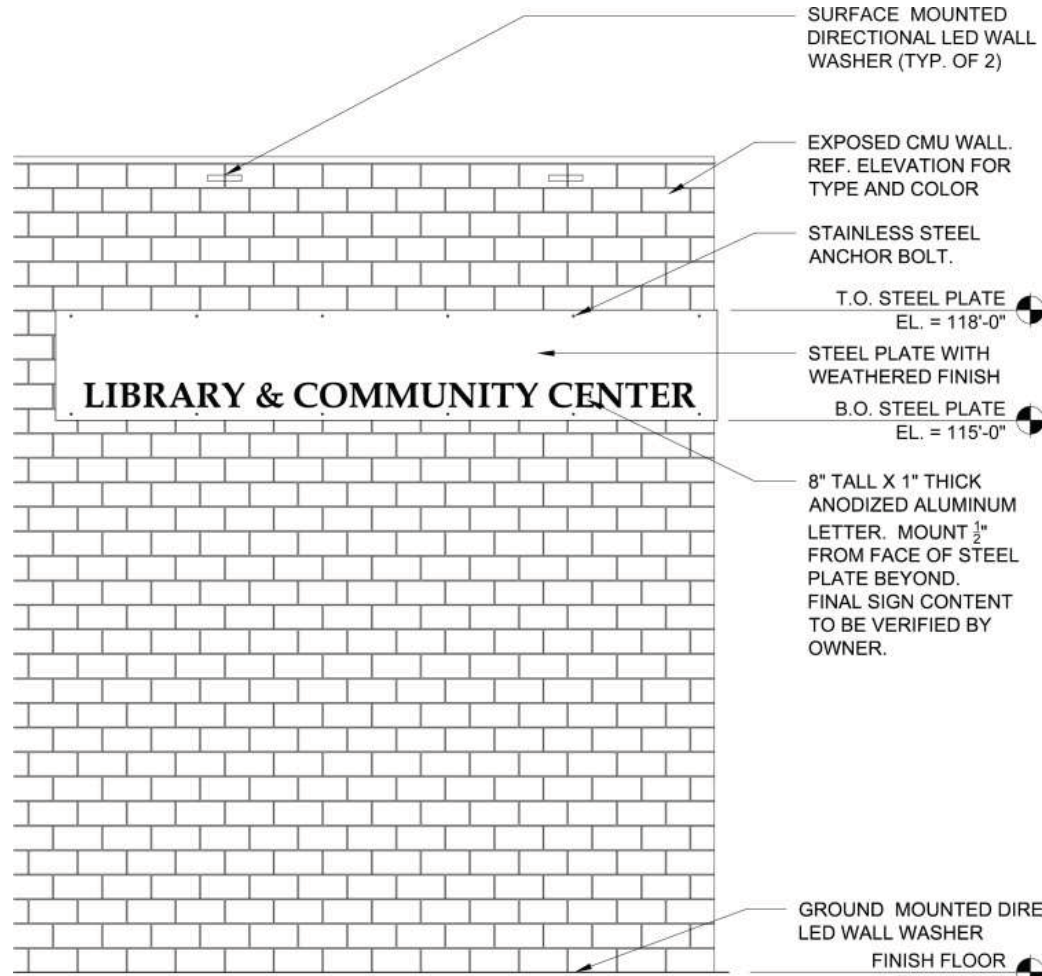
OPTION 2



BUILDING SIGNAGE
"LIBRARY & COMMUNITY CENTER"

OPTION

3



SURFACE MOUNTED
DIRECTIONAL LED WALL
WASHER (TYP. OF 2)

EXPOSED CMU WALL.
REF. ELEVATION FOR
TYPE AND COLOR

STAINLESS STEEL
ANCHOR BOLT.

T.O. STEEL PLATE
EL. = 118'-0"

STEEL PLATE WITH
WEATHERED FINISH

B.O. STEEL PLATE
EL. = 115'-0"

8" TALL X 1" THICK
ANODIZED ALUMINUM
LETTER. MOUNT $\frac{1}{2}$ "
FROM FACE OF STEEL
PLATE BEYOND.
FINAL SIGN CONTENT
TO BE VERIFIED BY
OWNER.

GROUND MOUNTED DIRECTION
LED WALL WASHER

FINISH FLOOR
EL. = 100'-0"

BUILDING SIGNAGE

"LIBRARY & COMMUNITY CENTER"

LIBRARY/REC FACILITY – TECHNICAL DRAWINGS

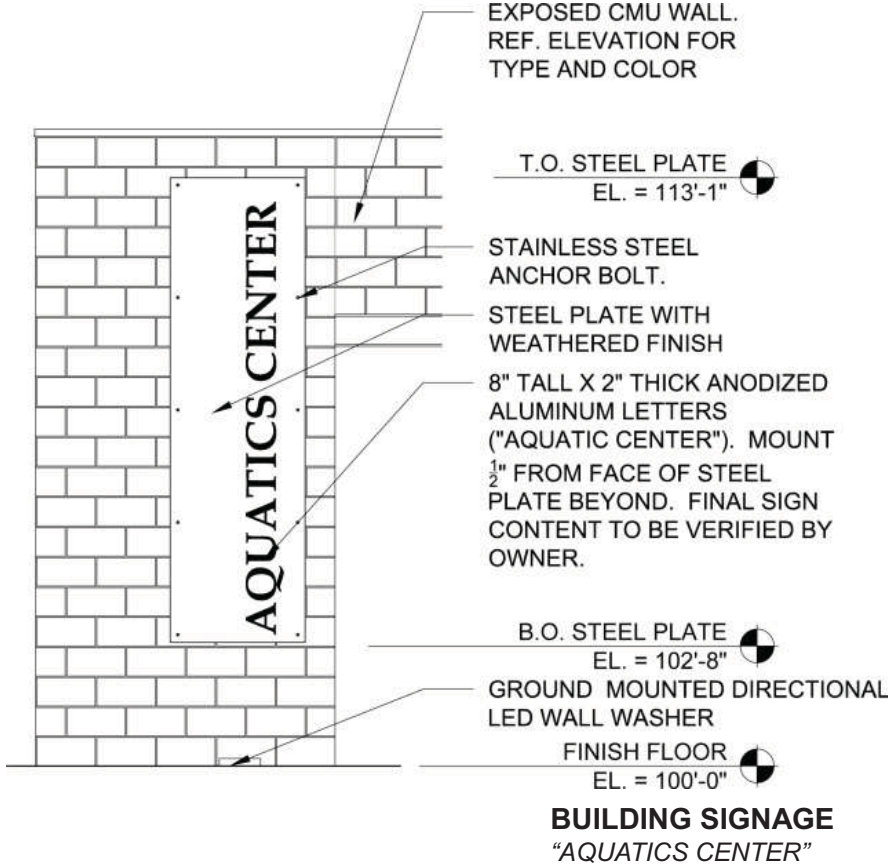
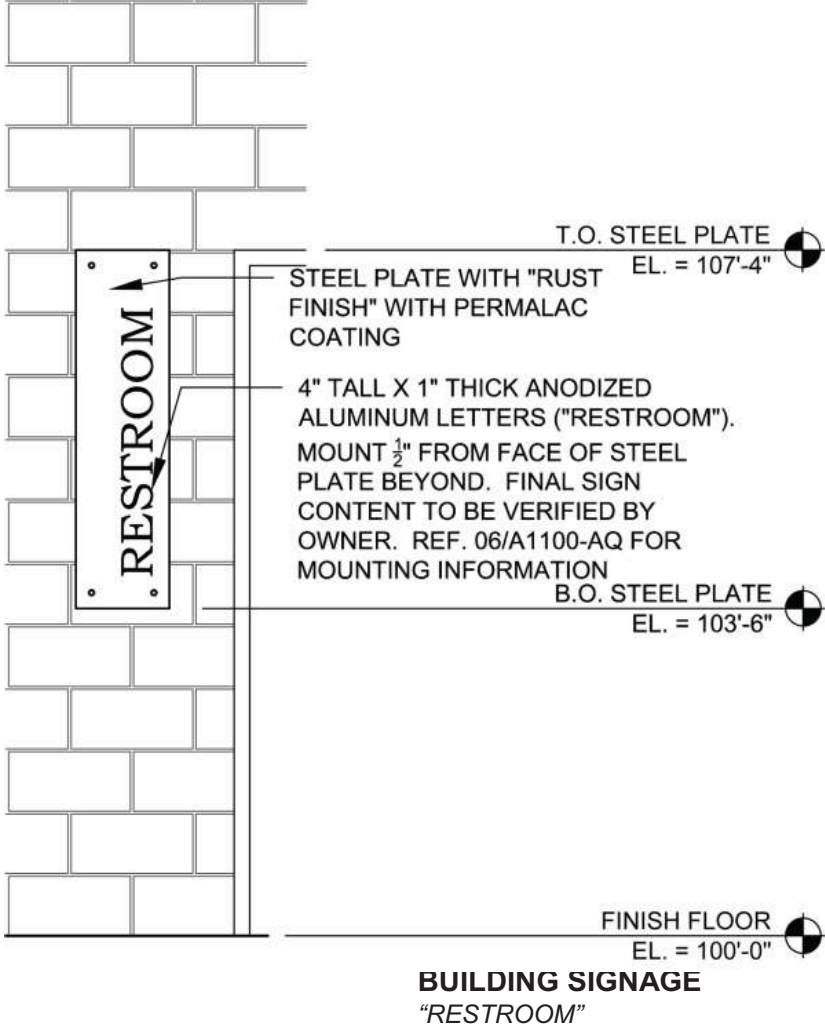
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TOWN OF FLORENCE
TERRITORY SQUARE – LIBRARY /RECREATION COMPLEX
Signage Submittal – 2.18.15

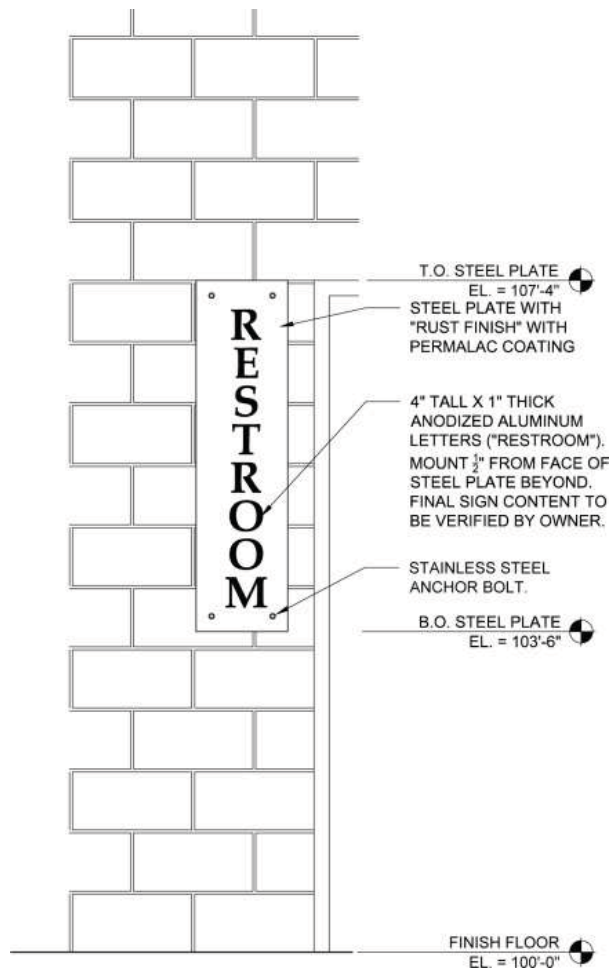


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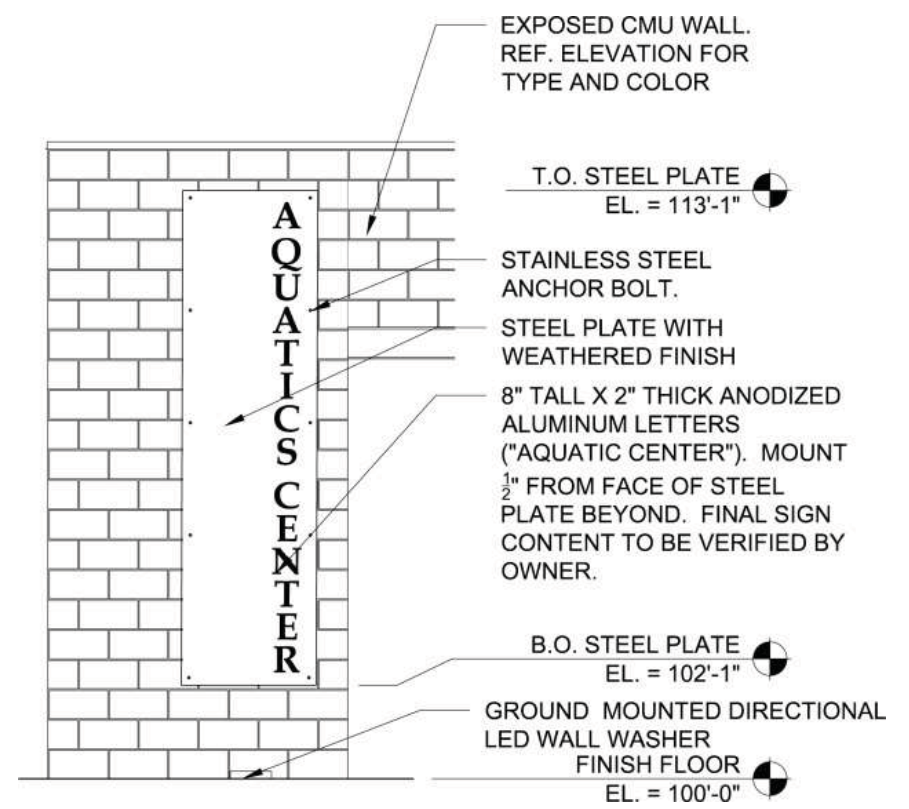
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OPTION 2

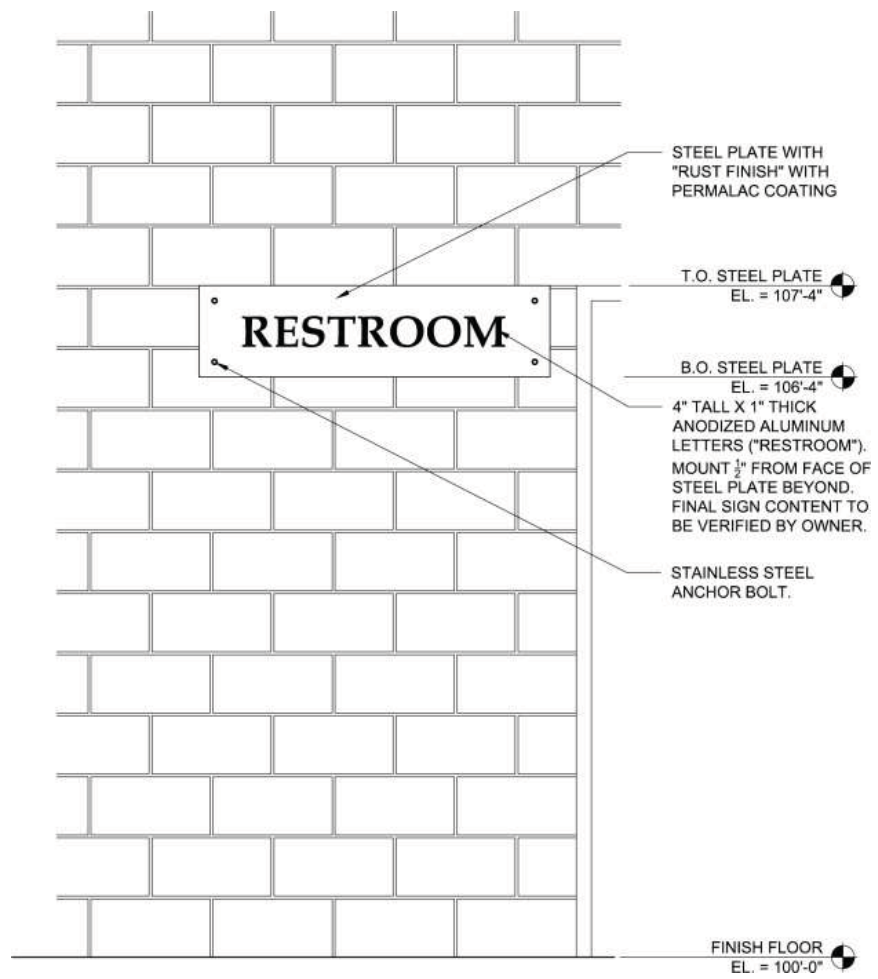


BUILDING SIGNAGE
"RESTROOM"

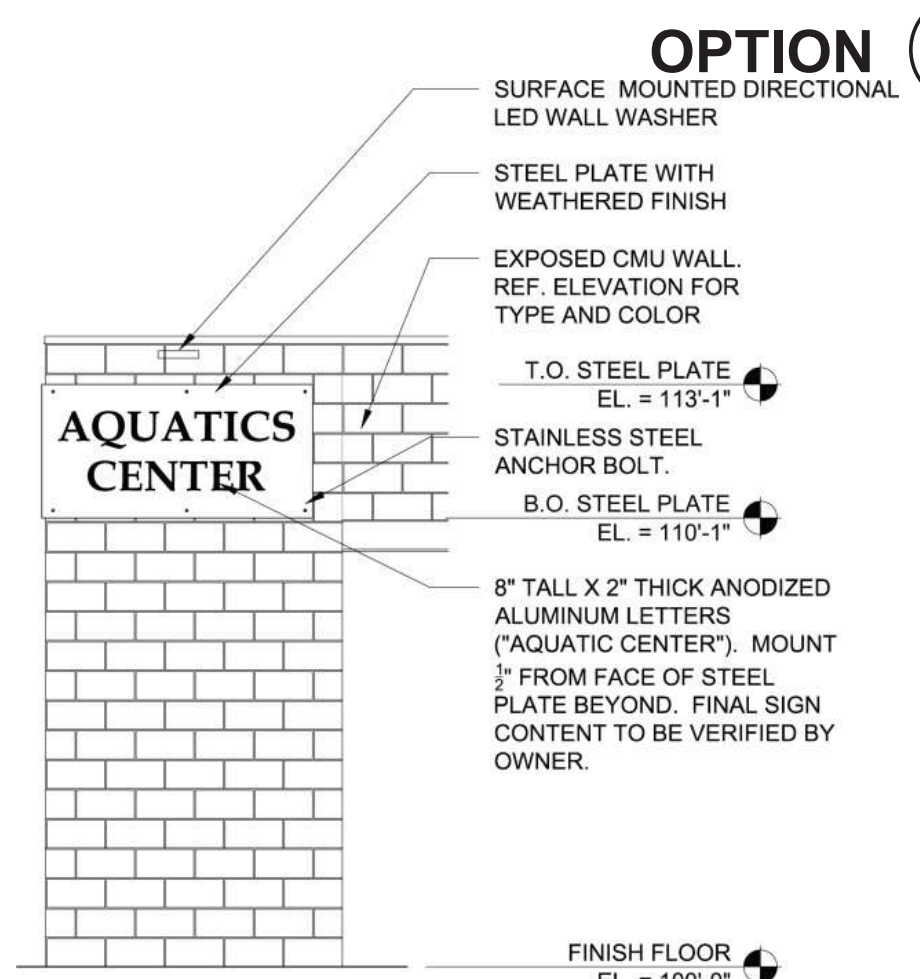


BUILDING SIGNAGE
"AQUATICS CENTER"

OPTION



BUILDING SIGNAGE
"RESTROOM"



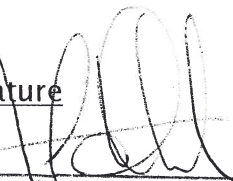


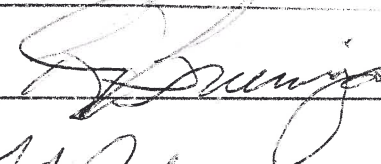

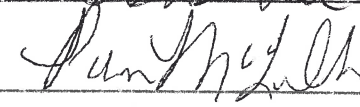

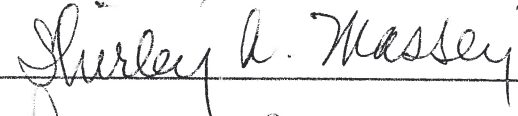

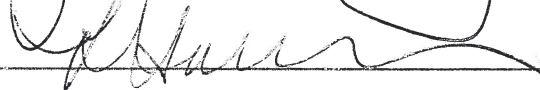
BUILDING SIGNAGE
"AQUATICS CENTER"

Petition

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We object to signs that are oriented vertically and sideways, as they are unnecessarily distracting and confusing.

If signs have already been ordered, simply install them horizontally. We want the children to be able to read them!

Name (please print)	Address (name of your town)	Contact information (optional): phone no. or email	Signature
Havok Christ	Florence	havok@delwindmillwiny.com	
	Florence	LAKETADOLE@yahoo.com	
RONALD BRUNINGA FLORENCE	FLORENCE	R.J. BRUNINGA jr	
Tom Putan	Florence	T.A. Putan	
Pamela McLellan	Florence		
Lerald & Norma	Long	Florence	
Shirley A. Massey	Florence		
JAMES O. MASSEY	FLORENCE		
RUTH ARRISON	Florence		





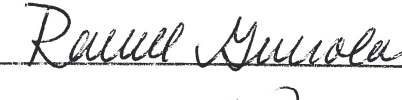
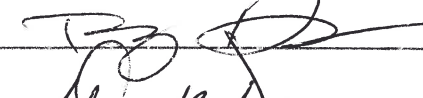


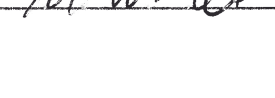
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WILLIAM W. WHEAT	FLORENCE AZ	CELL - 253-312-8998	
Cindy L. Sills	Florence AZ	520-560-5899	
Alex Briggs	Florence AZ	520-868-3520 (work + town)	
Cassie Sills	Florence, AZ	520-868-3520	
Rachel Gurrola	Florence, AZ	480-241-6606	
Terry Hermiz	Gilbert AZ	480-262-1865 work	
William R. Day	FLORENCE AZ	520-868-5126 Hm.	
Jason Lattimore	Florence	520-582-8246 work	
KEITH REA	FLORENCE AZ		

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CAROL HUCKABAY 7949 N. Cita Lane, Florence, AZ chuckabay3@gmail.com Carol Huckabay

Charles Huckabay 7949 N. Cita Lane, Florence, AZ " " Charles Huckabay

Robert L. Phillips 503 W. Butte Av. Florence AZ blphillips33@gmail.com Robert L. Phillips

Joan K. Phillips 503 W. Butte Ave Florence, AZ jkwoay33@gmail.com Joan Phillips

AMORAH L. MOODY 949 S. Desoro # C, Florence, AZ 85132 A.L. Moody

KARI MAUD 65 E Ruggles St / Po Box 2953 Florence AZ 85132 Kari Maud

Nico Villaverde 281 E Dutton St Nico Villaverde

Gem Fox 244 S. Willow St. Florence AZ 85132 Gem Fox

CHARS RAY 125 W Ruggles Florence AZ Chars Ray

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Betty Wheeler	6606 W. Mocking bird rd	520-509-1121	Betty Wheeler
Barbara Suttles	495 N. Phoenix	520-868-5101	Barbara Suttles Betty Suttles
Robert Naylor	811 E. LANCASTER CIR Florence	520-840-8256	Robert Naylor
ROSINA NAYLOR	811 E. LANCASTER CIR FLORENCE	520-840-8256	Rosina Naylor
ST. SMALLINGE	HAPPY ALBEE 554 PEARL	334-723-2687	J. Smalling
Mike Clement	385 Ashley way	520 789 1441	Mike Clement
Wendy Lee	385 Ashley Way Florence	520-560-2082	Wendy Lee
JOEL MEACHAM	131 E, 8th ST Florence	(480) 820 0566	Joel Meacham

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Gail Cassidy-Mehrhoff	Florence		Gail Cassidy-Mehrhoff
Mel Mehrhoff	Florence		Mel Mehrhoff
Joy Simpson	Florence		Joy Simpson
JIM TCHIDA	FLORENCE		J. Tchida
BARBARA KELLY	FLORENCE		Barbara Kelly
Kim Ehlebracht	Florence		Kim Ehlebracht
CHRIS FAUSBRACHT	FLORENCE		Chris Fausbracht
Betty Rieffer	FLORENCE		Betty Rieffer
Mary Buchli	Florence		Mary Buchli

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Name (please print) Address (name of your town) Contact information (optional): phone no. or email Signature

VELMA, LINTON 1101A FLORENCE AZ 520-705-9490 Velma Linton

LONNIE, LINTON 1101A FLORENCE AZ Lonnie Linton

MEGAN BROWN PO BOX 1284 FLORENCE AZ 85132 520 280 8756 Megan Brown

MATTHEW WADNICKA PO BOX 561 FLORENCE AZ 520-483-2714 Matthew Wadnicka

Carol Bowland PO Box 284 Florence AZ 520-483-6909 Carol Bowland

Carol Bowland 180 E 3rd St

Leona Bowland 180 F 3rd St

ANNA ZAPATA 1101 D Florence AZ Anna Zapata



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Name (please print)	Address (name of your town)	Contact information (optional): phone no. or email	Signature
BECKY TUDOR	949 S. DESOTO #C	FLORENCE	<i>Becky Tudor</i>
DOROTHY STARK	949 S. DESOTO #D	Florence	<i>Dorothy Stark</i>
MARIE FERGUSON	949 S. DESOTO	Florence	<i>Marie Ferguson</i>
MAXINE SEPULVEDA	950 th DESOTO	FLORENCE	<i>Maxine Sepulveda</i>
Rose Dolezal	950 S. Desoto	Florence, Az.	<i>Rose Dolezal</i>
DENNIS MEYER	950A DESOTO	FLORENCE	<i>D Meyer</i>
Patricia Williams		FLORENCE	<i>PATRICIA WILLIAMS</i>
JAMES C. BUTLER		Florence	<i>James C. Butler</i>
Rev Robert R. Annetti		Florence	<i>Robert R. Annetti</i>
Dianna Allen	970 S. Desoto #B	Florence	<i>Dianna Allen</i>

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Name (please print) Address (name of your town) Contact information (optional): phone no. or email Signature

RUTH MORROW 6620 W. SANDPIPER CT. 520-509-6139 Ruth E. Morrow

Thom Morrow 6620 W. SANDPIPER CT. 520-509-6139 Thom Morrow

Del Seymour 857 E Lancaster Cir 520-868-1919 Delbert Seymour

Rosa Samaras " " " 520 868-1919

Pete Kovacs 101 SYCAMORE PARK 668 0735

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Name (please print) Address (name of your town) Contact information (optional): phone no. or email Signature

Aubrey Smith 27119 E. Elwood Rd. Florence, AZ

Patricia Edgemon Florence, Az.

Amy Fuller 3290 ~~W~~ Emerald Creek Dr. Florence, AZ 85132



MEMORANDUM

To: Mayor and Town Council
From: Charles Montoya, Town Manager
Cc: Lisa Garcia, Deputy Town Manager/Town Clerk
Department Heads
Date: April 6, 2015
Re: Weekly Update



Department Updates

Community Development

- Continuing pre-construction meetings and discussions on Monterra Solar Project.
- Continuing annexation and zoning discussions on proposed solar project east of Florence.
- Working on future requests to expand DC zoning in downtown.
- Working on multiple subdivision plats for Anthem at Merrill Ranch.
- Ongoing engagement on the library/aquatics center project. Prepared for possible reconsideration of building signs.
- Working with Salt River Project to implement aesthetics fund project to build a screen wall at the Abel Substation.
- Working with the State Land Department to obtain necessary future roadway easements to support planned developments in Florence.
- Working with MAG staff to improve mapping and resources.
- Working on the planned Taco Bell project, proposed breakfast restaurant, Happy Adobe relocation, Anthony's Auto expansion and opening of The Vault.
- Working with other departments to possibly add more ADA parking spaces downtown.
- Working with other departments and outside organizations on a possible downtown landscaping enhancement project.
- Implemented new building plan review and permit fee changes per Council action.
- SFR permits rose to 17 for March as of this date – a substantial increase from February.

Finance Department

- Continued presenting information for May 19, 2015 election to exceed the state-imposed expenditure limitation to several community groups.
- Continued working on 2015/16 proposed budget.

Fire

- Emergency reporting outage. A link between Spillman and ERS was worked through catching up on over 100 incident reports needing entry.
- Working on training for new rescue equipment rope rescue and swift water rescue

training.

- Assigning paramedic students for ride along program to gain vehicular hours.
- Meeting with South West Ambulance to work through communications and contractual obligations.
- Gila River Proposition 202 shared gaming revenues grant application submitted for radio communication equipment to replace current radios that are no longer manufactured.

Information Technology Department

- Completed the installation and configuration of the new provisioning servers to improve the virtual desktop environment.
- Completed a walkthrough with the vendor to outline the placement of security cameras for the Town Hall and the Police Department buildings.

Library

- 2,086 total items were circulated between Saturday, March 21, 2015 and Friday, March 27, 2015. 144 holds were placed. 290 computer users were recorded in the computer lab. The average computer use session was 51.003 minutes. For the week of March 15, 2015 and March 21, 2015, there were 262 wireless sessions.
- Upcoming Program –
Hitchcock Presentation and Movie: Alfred Hitchcock, the “Master of Suspense,” will be the focus of the Florence Community Library’s April Monthly Movie discussion. Join us in the library programming room Saturday, April 11, 2015, at 1:00 pm for a brief look at the life and films of Alfred Hitchcock, followed by a showing of one of his most acclaimed classics – All completely free of charge!

Parks and Recreation

- Staff attended the weekly meeting with the Territory Square – Library/Recreation Complex Project Team and Low Mountain Design-Build Team. At the Aquatic Center, masonry is nearly complete on the bath house; carpentry, electrical and plumbing are ongoing and they are beginning the exterior fence around the pools. At the Library and Community Center, masonry work continues and carpentry work has begun, with some of the exterior walls beginning to take shape. Site work also continues, with irrigation pipe being installed on the soccer fields and other landscaping irrigation being installed in parking lot islands.
- Staff participated in training opportunities offered by the Arizona Park and Recreation Association this week.
- Staff continues to meet to plan the new Road to Country Thunder event scheduled for Saturday, April 4, 2015. This is a street festival in historic downtown featuring a “Battle of the Bands” with the winner performing at Country Thunder Music Festival. Downtime, Southern Country Band, the Big Zephyr Band, Jed Morrison will join headliner Ryan Bexley.

Police

- Residents from Sun City Anthem brought “Appreciation Packages” for members of the Police Department.
- VICAP renewal was completed (Violent Criminal Apprehension Program-FBI).

Public Works Admin / Engineering

- Continued work on Main Street Extension Project; using City of Coolidge grader. Subgrade compaction tests all passed.
- Assisted Facility Maintenance with painting offices and moving at Public Works.
- Town Hall HVAC system modifications/repairs in process; pending purchase order Re-programmed thermostats.
- Met building inspector at the Cuen building to discuss growing cracks in the walls.
- Repaired decking at Chamber of Commerce, McFarland Building.
- Placed “Police Order” Signs out for Bulk Trash violators.
- Corresponded with Police Department Code Enforcement and Utility Billing on bulk trash issues.
- Picked up bulk waste items for elderly and in front of vacant lots.
- Researching Centennial Park right-of-way and drainage design improvements for improvements by landowner and farm leaser.
- Reviewed irrigated water allocation to Territory Square area.

Utilities

- Meeting held with engineer and Wayne Costa on Diversion Dam Road.
 - A meeting will be held in the next two weeks with ADOT for release of permit for construction of intersection.
 - Town improvements will be completed before ADOT begins work on traffic signals.
- Garney is continuing work on the north Florence water tank.
- Bailey and 12th waterline – project is complete. Staff will process last pay application.
- Apache Underground has mobilized for the installation of waterlines in the Turner subdivision (High School area).
- Work at Well 3B is continuing. The well tank is being sand blasted and new coatings will be installed.
- Work at the South Wastewater Treatment Plant effluent pump station and admin building remodel is continuing.
- Staff has removed fill placed in Arizona Department of Transportation (ADOT) right of way at the Main Street/SR 79 intersection as directed by ADOT.
- Annual sewer line cleaning continuing.
- Staff raising sewer manholes on Butte Road.
- Staff obtained emergency purchase approval to repair Well #1. Work includes by-pass pumping and well rehabilitation work.



TOWN OF FLORENCE

Community Development Department

MEMO

To: Charles Montoya, Town Manager
Lisa Garcia, Deputy Town Manager

From: Mark Eckhoff, AICP, Community Development Director

Date: April 6, 2015 Town Council Meeting

Re: Activity Report

Ongoing projects and updates:

- S Power and SRP are moving forward with the Monterra solar project, which is generally located south of the Anthem at Merrill Ranch development. This is expected to be a 40 MW or larger project, about twice the size of the existing Copper Crossing solar farm along Bella Vista Road.
- Sunpower continues to have informal discussions with staff regarding a possible solar farm project east of Florence.
- Staff will work with SRP to move forward on our recently approved SRP Aesthetics Fund Project.
- The local franchisee for Taco Bell has firm plans to locate a new Taco Bell in Florence along Highway 79. We expect to see this project materializing soon as they've indicated a desire to commence construction before June 2015. While this project will relocate the Happy Adobe on Highway 79, we are pleased to know that this business is in the process of relocating to a site on Main Street.
- Staff is working on an update to the Town's Floodplain Management Ordinance per the request of the Arizona Department of Water Resources (ADWR) and per our recent Community Assistance Contact with ADWR. The draft document has been reviewed and approved by ADWR and now is awaiting the completion of internal and legal reviews before being presented to Town Council for adoption.
- The Main Street Vault restaurant is working on tenant improvements to locate within the former National Bank of Arizona building on Main Street adjacent to the True Value Hardware Store. Progress on this project has been slow, but we are hopeful that they will open by the time of this meeting.

- Staff is working with others on the possible tenant improvements needed at the Silver King to increase the occupancy and usage of this building.
- Staff obtained the necessary revised easements to construct an interim road across the Territory Square site that would connect the north end of Main Street to Hwy 79. Public Works is now working on the development of this roadway and dealing with the roadway interface with the ADOT right-of-way. Staff is also looking for opportunities to get some landscaping installed along this interim roadway.
- The Phase Two CLOMR application (all of the Territory Square land beyond the Phase One current development site) was approved by FEMA. In addition, the Phase One LOMR for the current development site was approved by FEMA.
- Community Development staff are actively engaged in all aspects of the library/aquatic center development project, particularly with a focus on master planning, site planning, landscaping and architectural components. Construction is progressing smoothly.
- The attached permit spreadsheet shows that the Town issued 4 single-family home permits for February of 2015. March numbers are yet to be finalized, but they will be better than February's.
- Staff recently met with ADOT to discuss the next steps on the North-South Corridor project. The Town Council reaffirmed its position on Corridor preferences via an updated resolution in December and ADOT has noted that they received many comments from Florence during the ASR public comment period.
- The new restaurant at Anthem at Merrill Ranch is open for business. Staff is working with the restaurant to add a monument sign along Merrill Ranch Parkway and a wall sign on the restaurant building.
- The proposed Mosaic Church in the Anthem at Merrill Ranch community is under construction. The modular structures have now been set and connected.
- Staff is working on several Final Plat and Map of Dedication items for the Anthem at Merrill Ranch community that should be presented to Council in the near future.
- Staff is working on various code amendments.
- Staff is working to expand the DC Zoning District as such will help to encourage mixed use development in the central business district and the maximization of downtown buildings and lots.

- Staff is working with a commercial property owner and business that is considering bringing a new diner to Florence.
- Staff is working with Valentino's to update their building sign with a very attractive "Valentino's Eatery" wall sign.
- Staff is assisting the Grants Coordinator with the implementation of the CDBG Housing Rehabilitation project.
- Staff is working with Parks and Recreation staff on an award nomination package for the Padilla Park project.
- The Arizona Chapter of the American Society of Landscape Architects will be providing an award for our efforts on the North End Framework Plan and Territory square projects. The award will be received on March 28th. More information is forthcoming.
- While the Department waits on filling the vacated Building Inspector position, we are using occasional contract assistance to keep up with building plan reviews, inspections and code compliance.

TOWN OF FLORENCE Building Permits for 2005 Thru 2015

Month	SFR 2005	SFR 2006	SFR 2007	SFR 2008	SFR 2009	SFR 2010	SFR 2011	SFR 2012	SFR 2013	SFR 2014	SFR 2015	M/F 2005 thru 2014	M/F 2015	M/H 2005	M/H 2006	M/H 2007	M/H 2008	M/H 2009	M/H 2010	M/H 2011	M/H 2012	M/H 2013	M/H 2014	M/H 2015	C/I 2005	C/I 2006	C/I 2007	C/I 2008	C/I 2009	C/I 2010	C/I 2011	C/I 2012	C/I 2013	C/I 2014	C/I 2015	Other 2005	Other 2006	Other 2007	Other 2008	Other 2009	Other 2010	Other 2011	Other 2012	Other 2013	Other 2014	
Jan.	1	6	29	51	1	20	4	7	20	16	10	0	0	1	3	4	3	1	2	1	1	0	1	1	0	0	0	1	5	0	0	1	0	0	0	1	30	13	28	23	42	33	32	32	35	61
Feb.	3	53	27	46	0	23	5	7	10	8	4	0	0	0	4	5	3	2	3	0	2	0	0	0	0	0	1	2	2	3	3	0	2	0	2	4	21	3	27	28	22	33	22	30	27	50
Mar.	13	51	58	48	3	29	5	8	20	14		0		3	6	6	4	2	1	2	0	2	1		0	4	3	3	5	1	2	1	1	4		16	20	32	29	44	12	34	30	48	35	
April	2	38	36	50	23	17	26	4	27	11		0		2	9	5	1	0	1	4	0	0	2		0	1	2	7	1	4	3	2	3	3		12	10	16	30	48	29	32	20	38	45	
May	1	50	53	53	33	24	16	20	14	15		0		3	13	1	0	1	1	1	1	1	0		0	3	3	9	1	0	2	1	1	3		12	10	26	14	14	28	31	33	41	24	
June	5	90	52	52	28	23	11	22	15	8		0		4	4	2	0	2	2	1	0	0	0		0	2	2	1	2	1	4	0	6	2		19	12	21	33	27	33	23	35	19	26	
July	3	32	54	57	35	15	5	12	11	20		0		2	5	1	0	0	1	0	0	0	1		0	2	3	2	1	0	6	6	1	6		9	16	22	36	26	14	17	24	24	18	
Aug.	0	19	32	38	16	6	13	12	19	9		0		1	1	3	0	0	0	1	0	0	0		0	0	0	9	3	1	1	1	4	4		5	10	28	27	28	15	19	23	39	14	
Sept.	35	6	1	31	10	6	7	14	8	12		0		2	2	1	0	1	0	0	0	0	0		1	1	3	2	1	0	6	0	1	8		11	16	9	38	23	20	17	18	28	35	
Oct.	2	16	21	23	11	5	7	12	14	13		0		4	6	2	2	0	0	0	2	2	0		5	4	2	2	2	1	1	0	4	4		17	16	30	56	21	20	18	40	56	28	
Nov.	2	20	17	18	24	5	8	8	11	7		0		4	2	2	1	0	3	1	0	0	1		9	1	3	4	2	0	0	1	1	1	6		19	35	16	30	33	37	41	33	41	33
Dec.	33	26	31	0	17	0	5	12	13	11		0		2	7	4	1	3	0	1	0	1	0		2	2	1	1	1	2	2	0	0	10		57	27	18	20	25	23	31	42	34	29	
Total	100	407	411	467	201	173	112	138	182	144	14	0	0	28	62	36	15	12	14	12	6	6	6	1	17	21	25	47	22	13	28	14	22	52	5	228	188	273	364	353	297	317	360	430	398	

2. M/F - New Multi-Family Residential (duplexes, triplexes, apartments, etc.)

5. Other = Pools, Sheds, Fences, Signs, etc.

3. M/H - Manufactured Homes, Mobile Homes and Park Models

**MUNICIPAL COURT
MEMORANDUM**

TO: CHARLES MONTOYA TOWN MANAGER
FROM: KATHERINE KAISER, MAGISTRATE
RE: FEBRUARY MONTHLY REPORT
DATE: MARCH 2015



Citations were up some last month (69). This time last year we received 118, that's a big difference.

Irene Enriquez has joined the Courts staff. As I have stated last month, she comes to us from another court so she didn't require training.

Our Public Defender retired. The Town opened up the position and is accepting applications. We hope to have a replacement in March.

You will see that our FARE total, and the total that the Town keeps has gone up significantly this month due to income tax season.

**ADDITIONAL MONIES COLLECTED FROM COLLECTION AGENCY
AND ARIZONA STATE TAX INTERCEPTION: YEAR 2015 TOTALS**

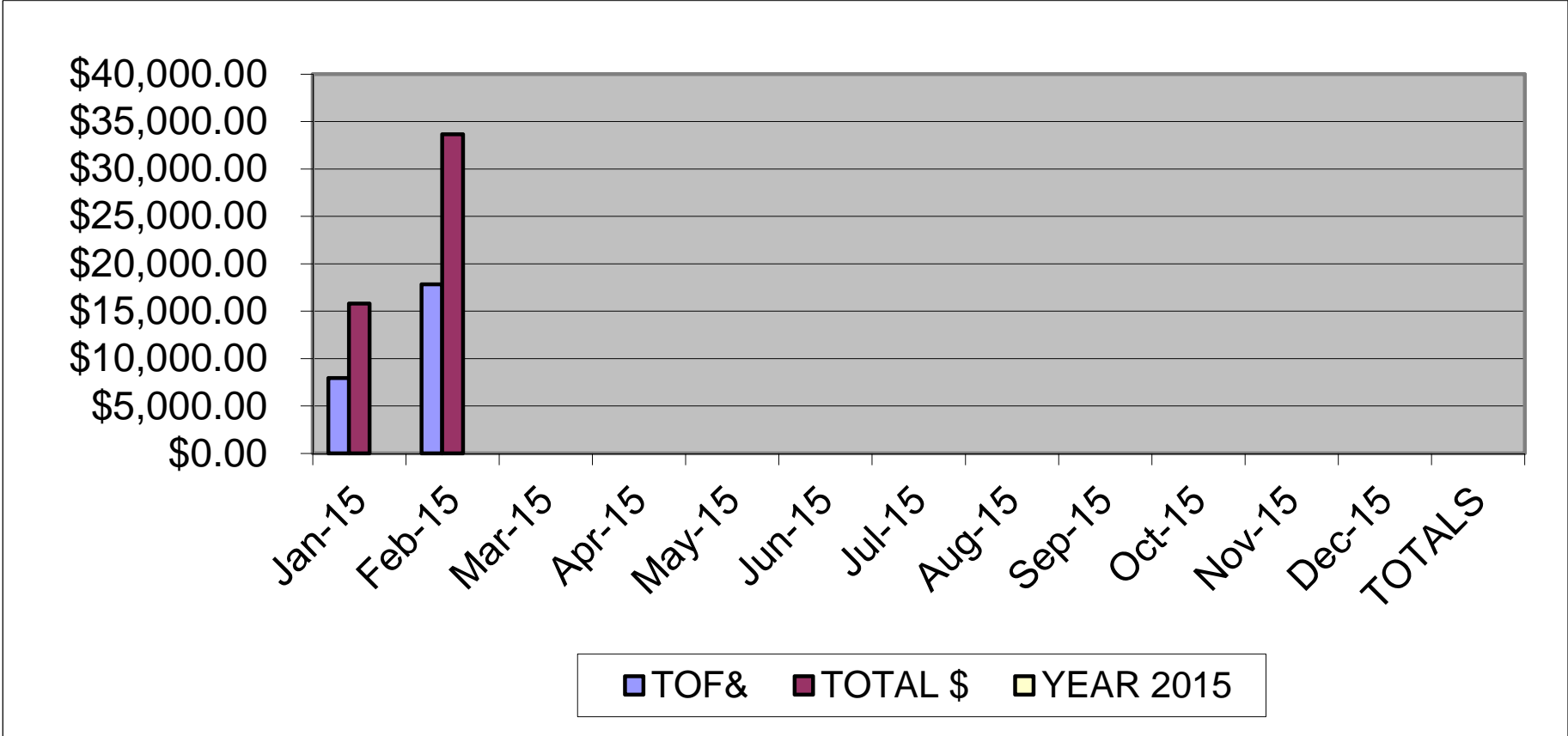
VCS COLLECTIONS	F.A.R.E./T.I.P.S.
\$ -0-	\$19,181.26

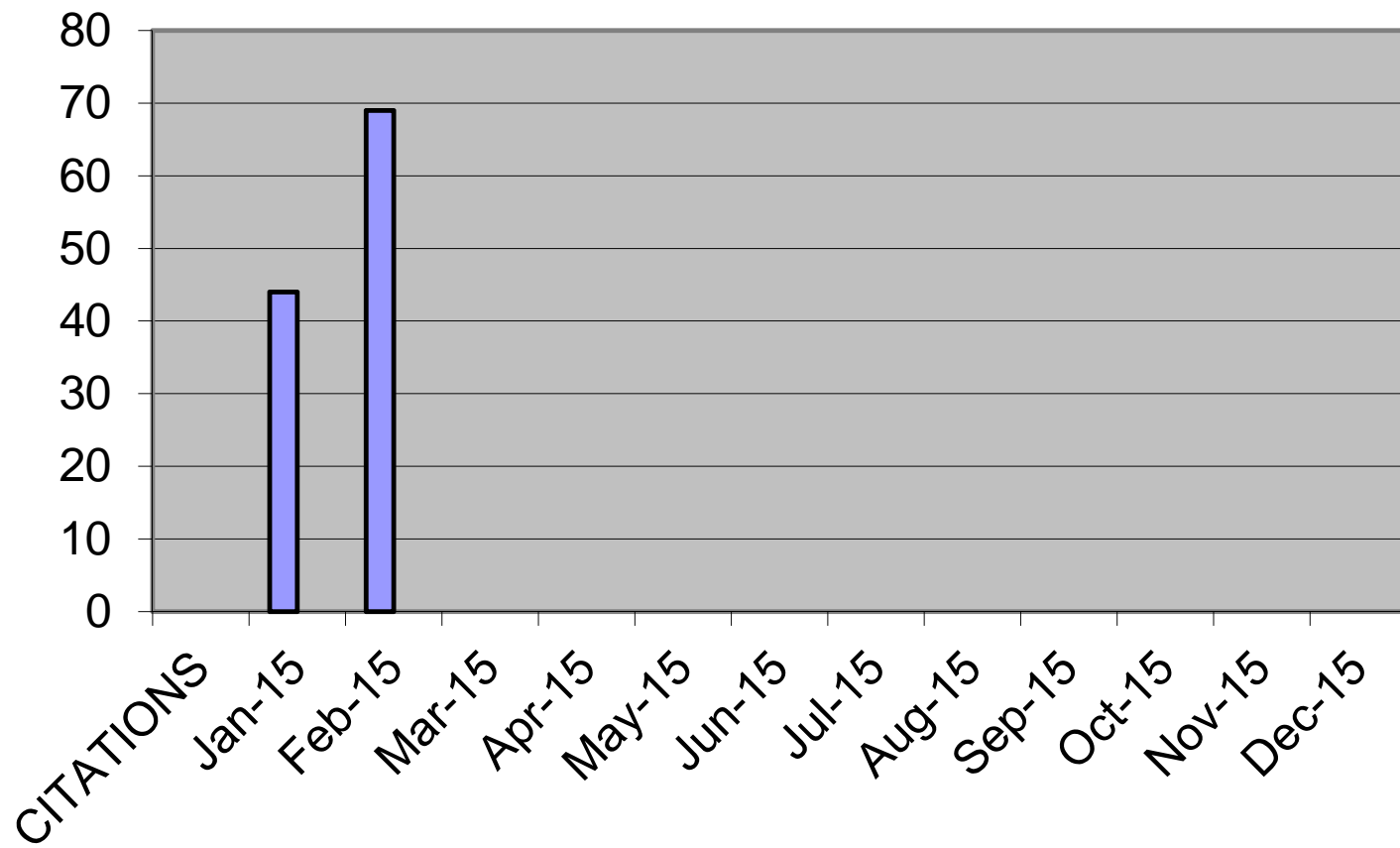
**MONEY COLLECTED FOR VICTIM RESTITUTION: YEAR 2015
TOTAL**

\$40.89

**MONEY COLLECTED FOR FLORENCE POLICE DEPARTMENT FOR
DRIVING ON A SUSPENDED LICENSE AND THE NEW \$4
ASSESSMENT: YEAR 2015 TOTAL**

\$1,313.07







Finance Department Memorandum

To: Charles Montoya, Town Manager
From: Mike Farina, Finance Director
Date: 3/20/2015
Re: Finance Department Report

Budget

- Budget committee and staff are currently working on the 2015/2016 annual budget development.
- Several presentations have been made to various citizen groups explaining the upcoming election to exceed the state-imposed expenditure limitation. Many more are scheduled.

Financial Reporting

- See attached monthly financial report (cash-basis) for February 2015.
- Quarterly financial report for December will be presented on April 6.

Grants

- See attached February 2015 Grants Activity Report.

	#	Grant Amount
Submitted grants	6	\$1,391,632
Awarded grants	16	1,923,820
Grants applications in process	6	455,588
Total	28	\$3,771,040

Monthly Financial Report February 2015

The following charts and graphs are for financial activity (cash basis) for February 2015 (unaudited).

Comparison of Revenue and Expenditures to Budget for the Town's Major Funds

Fund	Revenue			Expenditures		
	Budget	Actual	% Collected	Budget	Actual	% Expended
General	\$ 14,044,000	\$ 8,418,934	60%	\$ 14,513,600	\$ 8,178,216	56%
Capital Improvement	13,015,100	621,954	5%	23,177,600	5,873,727	25%
Highway User Revenue	2,853,400	1,594,583	56%	8,876,300	1,229,656	14%
Construction Tax - 4%	73,200	83,191	114%	1,000,000	-	0%
Food Tax - 2%	267,900	148,850	56%	2,100,000	-	0%
Town Water	3,185,400	1,776,927	56%	10,449,300	2,431,564	23%
Town Sewer	5,649,400	2,384,095	42%	6,350,900	2,560,069	40%
Sanitation	682,000	487,581	71%	916,800	527,082	57%
Total	\$ 39,770,400	\$ 15,516,115	39%	\$ 67,384,500	\$ 20,800,313	31%

- Reported on cash basis. Revenues reflect a one- to two- month lag in collections.

Development Impact Fee Collections and Expenditures

Fee Fund	Beg. Fund Balance	Fee Collected	Interest	Ending Fund Balance
501 Sanitation	\$ 46,153	\$ -	\$ 210	\$ 46,363
505 Transportation	773,356	77,802	4,245	855,404
506 General Government	1,226,547	-	6,350	1,232,897
508 Police	194,787	58,324	1,204	254,315
509 Fire/EMS	345,376	60,668	1,988	408,031
510 Parks	1,289,379	4,080	6,684	1,300,143
511 Library	821,482	18,150	4,313	843,944
596 Florence Water	111,738	1,665	516	113,919
597 Florence Sewer	361,629	2,053	1,655	365,336
598 North Florence Water	9,924	-	45	9,969
599 North Florence Sewer	12,366	-	56	12,422
Total	\$ 5,192,736	\$ 222,742	\$ 27,266	\$ 5,442,744

**Monthly Financial Report
February 2015**

Comparison of General Fund Revenue and Expenditures Actual to Budget

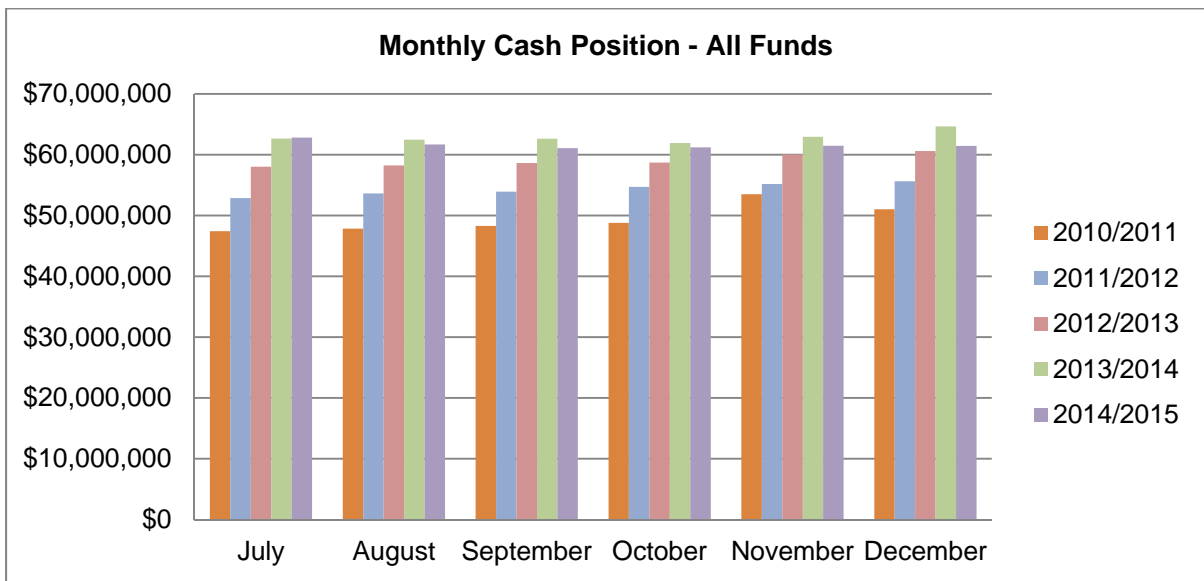
GENERAL FUND	Budget	Actual	Budget to Actual
<u>Revenue by Category</u>			
Taxes	\$ 3,499,600	\$ 1,909,989	54.6%
Licenses and Permits	538,100	306,525	57.0%
Franchise Fees and Taxes	563,600	306,489	54.4%
Intergovernmental	6,686,400	4,104,144	61.4%
CE Inspection Fees	8,900	209	2.3%
Civil Engineering Fees	30,600	12,100	39.5%
Community Development Fees	122,600	200,644	163.7%
Charges-General Government	157,400	43,612	27.7%
Cemetery Fees	11,200	12,825	114.5%
Public Safety-Police	33,100	9,153	27.7%
Parks and Recreation	90,400	60,170	66.6%
Fines and Forfeitures	190,200	95,232	50.1%
Interest Earnings	110,000	42,822	38.9%
Public Safety-Fire	112,000	29,432	26.3%
Library	85,300	4,437	5.2%
Miscellaneous	58,000	241,840	417.0%
Downtown Redevelopment	8,500	4,218	49.6%
Government Access Channel	7,200	3,784	52.6%
Seniors Fees	19,700	17,570	89.2%
Operating Transfer	1,711,200	1,013,737	59.2%
Total Revenue	\$ 14,044,000	\$ 8,418,934	59.95%
<u>Expenditures by Department</u>			
Town Council	\$ 158,200	\$ 81,702	51.6%
Administration	713,500	446,306	62.6%
Courts	292,200	174,195	59.6%
Legal	269,800	130,155	48.2%
Finance	936,300	573,325	61.2%
Human Resources	253,800	152,995	60.3%
Community Development	676,400	367,502	54.3%
Police Services	4,244,400	2,364,826	55.7%
Fire Services	2,933,900	1,922,149	65.5%
Information Technology	618,000	335,181	54.2%
Parks & Recreation Services	1,649,900	904,670	54.8%
Library	382,200	261,473	68.4%
Engineering	200,400	80,249	40.0%
General Government	992,500	296,564	29.9%
Cemetery	9,000	3,659	40.7%
Economic Development	183,100	83,263	45.5%
Total Expenditures	\$ 14,513,600	\$ 8,178,216	56.35%

- Taxes, franchise fees and intergovernmental revenues reflect a one- to two- month lag in collections

Monthly Financial Report February 2015

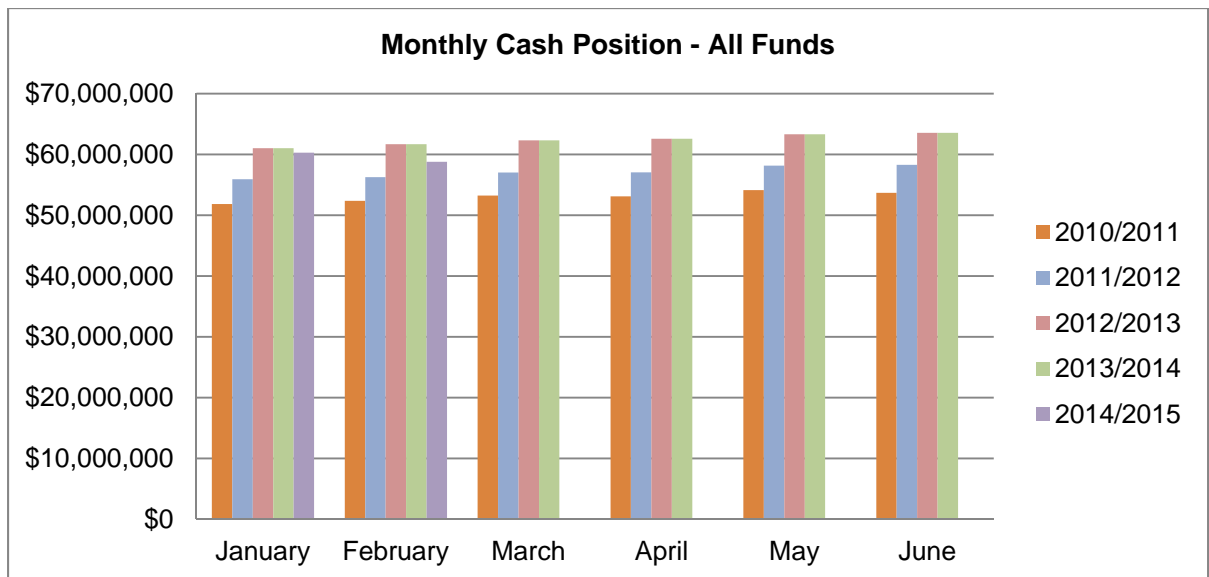
Cash and Investments – Bank Balances and Monthly Yield

Account - cash balance	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14
NB/AZ - General Checking	\$ 13,597,802	\$ 12,381,655	\$ 11,760,882	\$ 11,848,077	\$ 12,163,529	\$ 12,074,870
LGIP - 7256	8,883	8,883	8,884	8,884	8,884	8,885
LGIP - 5953	176,195	176,195	176,220	176,220	176,234	176,248
Stifel Nicolaus - Investments	49,010,989	49,113,359	49,105,359	49,164,668	49,104,436	49,179,612
NB/AZ - PD Evidence	5,072	5,868	5,868	5,869	5,869	4,376
Total cash	\$ 62,798,940	\$ 61,685,960	\$ 61,057,213	\$ 61,203,717	\$ 61,458,952	\$ 61,443,991
Account - monthly yield	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14
National Bank Arizona	0.05%	0.05%	0.05%	0.05%	0.05%	0.05%
LGIP - 7256	0.05%	0.05%	0.05%	0.06%	0.07%	0.08%
LGIP - 5953	0.07%	0.08%	0.08%	0.09%	0.10%	0.12%
Stifel Nicolaus - Investments	1.10%	1.18%	1.19%	1.18%	1.18%	1.18%



Monthly Financial Report February 2015

Account - cash balance	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15
NB/AZ - General Checking	\$ 11,004,593	\$ 9,474,865				
LGIP - 7256	8,886	8,886				
LGIP - 5953	176,266	176,308				
Stifel Nicolaus - Investments	49,081,984	49,113,359				
NB/AZ - PD Evidence	5,532	6,010				
Total cash	\$ 60,277,261	\$ 58,779,427	\$ -	\$ -	\$ -	
Account - monthly yield	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15
National Bank Arizona	0.05%	0.05%				
LGIP - 7256	0.07%	0.08%				
LGIP - 5953	0.15%	0.15%				
Stifel Nicolaus - Investments	1.18%	1.18%				



**Grants Activity Report
February 2015**

SUMMARY OF ALL GRANTS

	#	Grant Amount
Submitted grants	6	\$1,391,632
Awarded grants	16	1,923,820
Grants applications in process	6	455,588
Total	28	\$3,771,040

SUBMITTED GRANTS

1. High Intensity Drug Trafficking Area (HIDTA) 25

The Town submitted a budget last year for two years of HIDTA funding beginning in 2015. The amount requested was **\$106,714**. Funds are used to pay for a Florence police officer to be part of the Pinal County HIDTA Task Force.

Update: The Town was awarded \$100,389 to use from January 2015 through December 2016.

2. Community Development Block Grant State Special Projects

The Town will submit an application in the amount of **\$300,000** to Arizona Department of Housing to conduct owner occupied housing rehabilitation on homes within the Town limits.

Update: The application was submitted February 19.

3. Library Services and Technology Act (LSTA)

The library is seeking **\$9,888.22** in Library Services and Technology Act (LSTA) funds to acquire adult cultural programming for the library. Most of the funds will be used to pay for 15 cultural programs at the library. The library will provide about **\$7,300** in in-kind supplies and services toward the program.

Update: The application was submitted in early March.

4. Governor's Office of Highway Safety Speed/DUI Enforcement Vehicle

The police department is working on an application to purchase a vehicle equipped to properly diagram accident and crime scenes. The department also is asking for **\$20,000** in overtime funds to provide speed enforcement. The total amount of funds to be requested is **\$73,922**.

Update: The application was submitted February 28.

**Grants Activity Report
February 2015**

5. Assistance to Firefighters Grant – Wildland Vehicle

The fire department submitted an application in the amount of **\$405,000** to purchase a wildland vehicle for use on brush fires and other incidents in remote areas. The estimated cost of the vehicle was **\$450,000** and the Town would be required to provide **\$45,000** in match money.

Update: The application was withdrawn due to the required match amount.

AWARDED GRANTS

1. Firehouse Subs Firefighter Equipment Grant Program

The Town has received **\$12,589** from Firehouse Subs for the purchase of technical rescue equipment.

Current Status			
1. Pre- Approved	2. Application Submitted	3. Award/Denial Notification	4. Grant Contract
5. Project	6. Reimbursed	7. Closeout	8. Closed

Grant Amount	\$ 12,589
Town Match	\$ 0
Total Expenditures	<u>9,776</u>
Fund Balance	\$ 2,813

Update: The equipment has been purchased. Firehouse Subs will be reimbursed for the unspent funds.

GRANT APPLICATIONS IN PROGRESS

1. Arizona Auto Theft Authority

The police department plans to submit an application in the amount of **\$8,305** to purchase a license plate reader system.

Update: The application is due April 17.

2. High Intensity Drug Trafficking Area (HIDTA) 26

The Town will apply for **\$72,561** to have a Florence police officer participate in the Pinal County HIDTA Task Force. These funds would be used beginning in January 2016.

Update: The budget was submitted to Pinal County in early March.

3. Gila River Indian Community Fire Equipment

The fire department wants to submit an application in the amount of **\$217,856** to purchase multi-band radio communication equipment. The desired radios would allow for communication among other departments during responses.

Update: The application is due to Gila River March 31.

Grants Activity Report February 2015

4. Gila River Indian Community MILO Pro Range System

The police department wants to submit an application to the Gila River Indian Community to purchase a training simulator that assists with improving an officer's ability to make sound judgment calls in "Shoot, Don't Shoot" scenarios. The simulator will cost **\$59,000**.

Update: The application is due to Gila River March 31.

5. Gila River Indian Community Dispatch Console

The police department intends to submit an application in the amount of **\$66,014** to the Gila River Indian Community to install a third dispatch console. The console is needed because the department recently started providing dispatch services for the Superior Fire Department.

Update: The application is due to Gila River March 31.

6. NCHIP Booking Station

The police department wants to submit an application to purchase an electronic booking station.

Florence Community Library

February 2015

February Statistics

- 5,692 patrons visited the library in February
- 8,424 total items were circulated in February
- 55 library cards were issued
- 1,254 patrons signed up for use of the computer lab computers
- 1,631 wireless sessions were held 2/01/2015 – 2/28/2015
- 199 person(s) attended 14 program(s) presented by the library
- 719 FHS students visited the library on a pass
- 3 person(s) volunteered 14.33 hour(s)

Meetings and Events

- 02/03/15 Coffee Club
- 02/04/15 Book Club
Rose Bebris attended "The Library in the 21st Century"
- 02/05/15 Barbera Scoby attended a meeting of the State Library's Excelling Grant Writer Group
- 02/07/15 Monthly Film Program
- 02/10/15 Moms' Hands program
- 02/12/15 Rita Marquez attended "What's New in Children's Literature" hosted by the Arizona State Library
- 02/11/15 Friends of the Library meeting
- 02/16/15 Library closed for Presidents' Day
- 02/19/15 Morning and afternoon visits from Head Start
- 02/24/15 Digital Storytime
- 02/26/15 Rita Marquez visited morning and afternoon preschool classes at Anthem K-8
- 02/27/15 Rita Marquez attended "What's New in Children's Literature" hosted by the Arizona State Library

Grant Opportunities

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 supporting 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. PCLD's Emerging Technology Librarian will also train staff and patrons on use of the equipment. 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.

ONEBOOKAZ Young Adult Author Visit

Juvenile/Young Adult author Dan Trumpis will visit the Florence Community Library on April 24th as part of the ONEBOOKAZ program. Trumpis, a fifth grade language arts teacher-turned-author, will visit the Florence Community Library to talk with students and the public about his books and the journey to published author. 107 teachers and students are already signed up for this event.

This program has been made possible by the Arizona State Library, Archives, and Public Records, a division of the Secretary of State.

Memorandum



To: Charles Montoya, Town Manager
From: Bryan C. Hughes, Parks and Recreation Director
Date: March 20, 2015
Re: March 2015 Department Report

Staff continues to work with the Territory Square – **Library/Recreation Complex Project** Team and Low Mountain Design-Build Team. Underground utilities have been installed, the competition and play pools have been poured, and metal framing and masonry work continues on both buildings.

Staff did a tour on March 13 of the CAP canal that passes through Florence and the proposed site of future trails being considered as part of the **Pinal County Trail Master Plan**.

The **FURY Cheer Team** finished in fifth place at the National competition the weekend of February 28-29 at Disney's California Adventure. Congratulations to all the FURY girls!

The annual **Fishing Derby** was held on March 7 at Heritage park. The event was held during the day for the first time and the fish were slow to bite. Staff is evaluating options for the event in the future.

Bryan Hughes was the guest speaker at the **Greater Florence Chamber of Commerce's luncheon** on March 17. He highlighted accomplishments over the past year and gave an update on the Library/Recreation Complex project.

The annual **Easter Eggstravaganza** is scheduled for Saturday, March 28, from 8-10 a.m., at Heritage Park. Hip Hop will serve as the Master of Ceremonies as kids scramble to pick up 15,000 stuffed eggs in the park. There will be several other activities for the kids to do throughout the morning. In the event of rain, the event will be held on April 4.

The Spring **Concerts in the Park** at Padilla Park have been a huge success, despite one rainout. There were concerts every Thursday for six consecutive weeks this spring, wrapping up on April 2. The Fudge Shop extended their hours during the concerts for those wishing to get food or drinks to bring into the park. The Greater Florence Chamber of Commerce will be holding their monthly mixer at the last event.

The new **Road to Country Thunder** event is scheduled for Saturday, April 4. This is a street festival in historic downtown featuring a "Battle of the Bands" with the winner

performing at Country Thunder Music Festival. Things kicked off the weekend of March 21-22 at two local businesses with two of the finalists playing warm-up events. Jed Morrison played at the River Bottom Grill in Florence and the Big Zephyr Band performed at the Gallopin' Goose in Coolidge. They will join Downtime and Southern Country for the "Battle of the Bands" at the main event, which features headliner Ryan Bexly.

**Parks and Recreation Department
Divisions Report
February 2015**

Recreation/Special Events Programs

Recreation Programs	Participants	Volunteers	Comments
Before & After the Bell – Florence	17	\$591.50	12 Participants in the morning 17 Participants in the afternoon
Before & After the Bell – Anthem	14	\$506.50	9 Participants in the morning 11 Participant in the afternoon
Iddie Biddie Kiddies	4	0	Estimated Revenue: \$0
Fury (6-8 years old)	10	0	Estimated Revenue: \$350
Fury (10-14 years old)	12	0	Estimated Revenue: \$420
Father/Daughter	60	0	Estimated Revenue: \$600
World Cup Soccer	47	6	Estimated Revenue: \$35.00
Lil Tykes Kick Ball	16	0	Estimated Revenue: \$616
Park Jam	18	0	Free Program
Adult Open Gym	74	0	Free Program
Teen Open Gym	60	0	Free Program
Special Events	Participants	Volunteers	Comments
Home Tour	779		Estimated Revenue: \$8,690
Concert in the Park	75		Free Event

Facility Use Permits

Number of Facility Use Permits	Number of Bookings	Estimated Number of Participants
11	21	1,300

Fitness Center – Membership Package

Fitness Package Sales	Total	Revenue
Active Military	1	\$15
CCA Employees	6	\$90
DOC Employees	10	\$150
GEO Employees	13	\$195
Daily Fitness Pass	10	\$50
Non Resident 6 Months	0	\$0
Non Resident Annual	0	\$0
Non Resident Monthly	2	\$54
Resident 6 Months	1	\$90
Resident Annual	0	\$0
Resident Monthly	36	\$648
Sr. Non Resident 6 Month	0	\$0
Sr. Non Resident Annual	0	\$0
Sr. Non Resident Monthly	4	\$72
Sr. Resident 6 Months	7	\$420
Sr. Resident Annual	0	\$0
Sr. Resident Monthly	58	\$696
Total Memberships	148	\$2,480

Fitness Center – Classes

Program	Reg. in Month	Total	Revenue
Adult Self Defense	0	0	\$0
Karate for Kids I	10	12	\$250
Karate for Kids II	9	13	\$225
Exercise Class	5	16	\$50
Zumba	7	13	\$140
Hiking Club	2	4	\$10
Total for Fitness Center	33	58	\$675

*Estimated member sign-ins throughout the month: 1,633

*Total membership packages sold in February: 148

*Fitness Center revenue for all February package sales: \$2,480

*Fitness Classes revenue for February: \$675

*Total February Revenue: \$3,155

Dorothy Nolan Senior Center

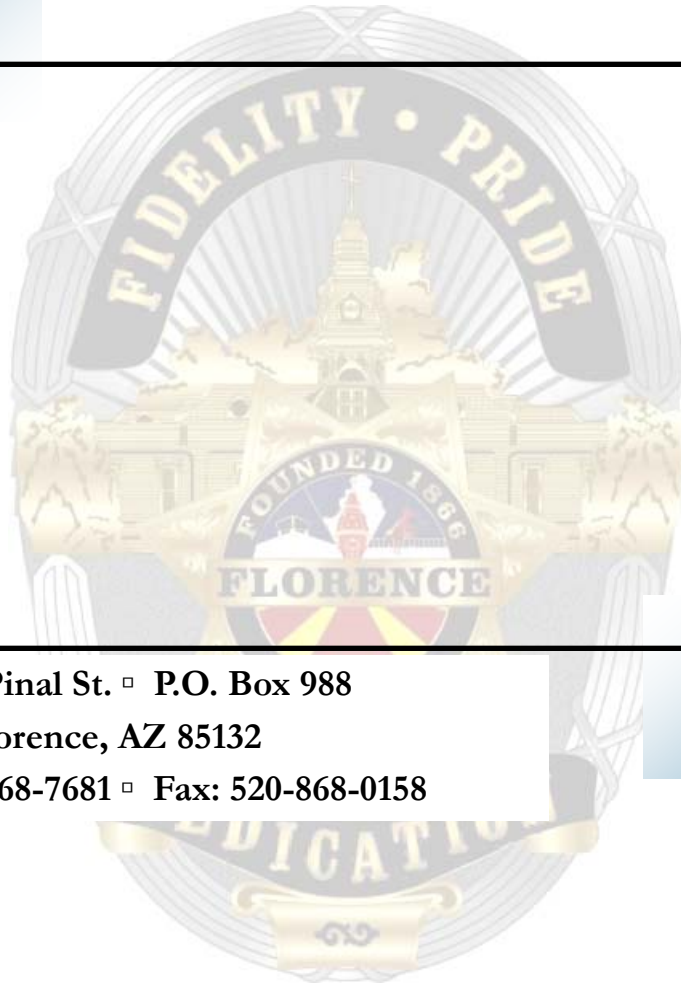
Programs	Participant	Type	Comments
Bible Study	12	Activity	
Bingo	105	Activity	
Birthday Cards	11	Service	
Staff cooked meals & Senior meals	117/32	Meals/Activity	
Breakfast	115	Meals/Activity	
CAHRA	12	Service	
Dinner Club	15	Meals/Activity	Charleston
Blood Pressures	24	Service	
Pinal County Food Box	38		
Dental Clinic	33		
Diabetic Clinic	14		
Fitness Center	40	Health	
Games	142	Activity	Backspace 3, Yatzee, Skipbo, Dominoes, Cards, Scrabble, Cribbage, Phase 10, Wii games
Guardian Angel Installation	0	Service	
Hair Cuts	1	Service	
Exercise Class	41	Activity	
Home-Delivered Meals	256	Service	
Knitting & Crocheting	19	Activity	
Lost Meals	53	Service	
Medicare Advocate	1	Service	
Movie & Popcorn	08	Activity	
Rides Program	192	Service	261 trips to the Center, 9 errands, and 15 special events
Senior Donation Meals	35	Meals	
Senior Hot Topics	21	Activity	
Shopping	6/6/8	Service	Anthem/Coolidge/Dollar Store
Telephone Reassurance Program	5	Service	
Volunteer Hours	38@353	Service	
Building Use	974	Service	
Men's Coffee Hour	13	Activity	
The Belles	13	Activity	

L&M Music-46, Highway Clean-up-7, Randy Maskel Presentation-10, Bunko-11, Triad-8, 1st Annual Talent Show- 53, AARP Taxes-113, Extension Food Program-11, Valentine's Party- 36, Volunteer Dinner- 50, Crafts- 2

Accomplishments: The center served 530 meals to 73 participants; we had 3 new senior participants this month.

FLORENCE POLICE

Monthly Report – February 2015



425 N. Pinal St. □ P.O. Box 988

Florence, AZ 85132

Phone: 520-868-7681 □ Fax: 520-868-0158

MISSION STATEMENT

“The men and women of the Florence Police Department stand firm in our pursuit for justice and public trust. We will stay true to our mission of providing service and safety to our community with honor, respect, and integrity. We are committed to providing fair and equal treatment to those we encounter.”

The information contained in this report outlines significant information and activity within the Florence Police Department (FPD) during the month of February 2015. The monthly report is prepared for the Town Council’s review and furthermore for the use by FPD to examine the current activity within the department and community to identify short-term and long-term needs, and develop plans for improvement to provide the highest level of service.

Personnel

<i>Employee</i>	<i>Position</i>	<i>Effective</i>
<i>New Hire</i>		
None		
<i>Resignations/Terminations</i>		
None		
<i>Vacancies</i>		
1 full-time	Police Officer	
2 full-time	Public Safety Dispatcher	

Chief of Police

The Chief of Police attended the following meetings during the month of February:

- Meeting with Town Attorney
- Town Council Meetings
- Management Team Meetings
- Weekly FPD Supervisors Meetings
- Public Safety Meeting with Town Manager
- ACTT FA-2 Planning Meeting
- Attended PCLEA meeting in Casa Grande with Lt. Tryon

Administrative/Support Services

During the month of February the following projects were completed within the administrative division of the FPD:

- Dispatchers attended training on Domestic Violence and Active Shooter in Casa Grande.
- Bi-Weekly audits of Property/Evidence will be taking place using the Spillman System.
- Policies and Procedures have been hyperlinked.
- A review of the budget for the remainder of the year will be taking place.
- A weekly review of files will be taking place in the Records Section to determine completeness and accuracy of reports/files.
- We are currently awaiting the arrival of 15 new cameras that the officers will be using in the field. These cameras were purchased using RICO funds.
- The Town Attorney has assisted with Release of Firearms form as it pertains to safekeeping.

Communications

Below is a table that shows the total calls for service handled by FPD dispatchers during the month of February. The numbers are shown by the incident locations and how the incident was reported.

How Calls Are Received, Totals by How Received				
	FP1	FP2	FP3	TOTAL
911 Line	51	23	36	110
Crime Stop Line	0	0	0	0
Officer Report	151	85	214	450
In Person	32	3	4	39
Radio Transmission	1	0	1	2
State TT/NLETS	0	0	0	0
Telephone	173	58	64	295
TOTAL	408	169	319	896

Evidence and Property

The following chart represents the major evidence activity during the month of February.

Crime Scene/Evidence		Property	
Assault	1	Firearm	1
Burglary	1	Found property	2
Drugs	7	Lab activity	5
Fraud/Possible Fraud	2	Safekeeping	1
Shoplifting/Theft	4	Other	6
Other	4	Return to owner	2

Criminal Investigations Unit

MONTHLY CASE LOG	
Detective Helsdingen	
Offense	Status
Narcotics	Investigation identified possible co-conspirator inside prison charges submitted- Case Closed.
Narcotics	On-going investigation –Requested assistance from DPS Vehicle Theft Task Force. Suspects operating in Phoenix area.
Narcotics	Seizure Process has started for \$487.00; charges filed-Grand Jury True Bill.
Persons	Secondary Hit & Run investigation on-going updates.
Persons	Death Body Investigation-Pending autopsy results.
Persons	Closed-Supplement completed.
Narcotics	Seizure \$187.00 and 2006 Buick CXL. Closed – charges submitted.
Persons	Case closed-follow up on threats.
Miscellaneous Information	
-2 new assignments, 5 cases closed, 8 cases open, 3 charges submitted	
-Jury Trial on Sexual Misconduct with Minor-Guilty	
-Ongoing managing of Stone Garden activity-FA2	
-Detective Monthly Meeting 2/5/2015	
-Meeting with FA2 Coordinator/DPS Rattlers/PCSO VTI	

Detective Gaston

Offense	Status
Person – Sex Offense – Child	Open pending further investigation
Person - Dead Body	Open waiting for autopsy report
Person - Sex Offense	Open pending CADC report
Person – Sex Offense – Child	Closed – Turned Over To: Casa Grande PD
Person – Sex Offense – Child	Open Investigation
Person – Sex Offense – Child	Open Investigation
Person – Death/Hit and Run	Open Investigation
Person – Missing Person	Closed – Child Located

Miscellaneous Information

- 6 New assignments, 2 cases closed, 7 active cases
- Attended Pinal County Multi-agency Investigators Meeting. Discussed and shared information regarding cases.
- Attended jury trial for case involving sex with a minor, guilty verdict.
- Missing female juvenile. Juvenile located at friend's residence in Anthem community. CPS notified.
- Attended 4 forensic child interviews. Case was turned over to Casa Grande.
- Spoke with Payson Detective regarding information of a child disclosure/forensic. Payson PD forwarding interview and report for FLPD review and possible charges.
- Hit and Run resulting in the death of a pedestrian. Vehicle left the scene of the accident. Press release provided to the media and posted on social media. Information shared with surrounding agencies. Attended autopsy of victim. Evidence was obtained from the body.

Volunteers

Florence Police Department volunteers remain a large benefit to the Police Department. There were 19 volunteers, who put in a significant amount of time during the month. The total number of volunteer hours for February was 478 hours. This includes six volunteers who put in over 20 hours each during the month of February. . The volunteer's duties include desk reporting, fingerprinting, special details, funeral escorts and assisting with transporting police vehicles for maintenance. The volunteers received training this month, by Detective Gaston, on how to conduct road side vehicle checks when looking for abducted children. Jacquelyn Hoagland, Volunteer Commander, did an exemplary job this month and volunteered over 121 hours.

Operations/Patrol

An accident review board meeting was held which reviewed two separate accidents involving Officer Palmer and Alston. Lieutenant Tryon chaired the meeting. After deliberation it was determined both accidents could have been avoided. The officers will receive additional driver's training.

An auto theft meeting was held in Phoenix with Lt. Tryon, Sgt. Tatlock, and D. Aguilera was in attendance. Grants for combatting and prevention of auto thefts were the main topic of discussion. The Town of Florence may be eligible to submit a grant application for detection equipment.

Bi-weekly supervisor meetings were held and the topics of discussion were police reports, response to calls for service and community events.

Data was collected and processed for the annual report. The report is in progress and will be completed within the next few weeks.

Chief Hughes, Lieutenant Terry Tryon and Support Services Manager Deanna Aguilera reviewed expenditures for the remainder of the 2014/2015 budget.

Lt. Tryon reviewed several Professional Standards Reports submitted by Sgt. Klix. Sgt. Klix has also been assigned as the coordinator for the creation of operations plans for all Town events. She has processed approximately five plans for events coming up in the near future.

Stone Garden:

Operation Stone Garden ROAM #4 ended on Feb 14, 2015.

During this operation, as part of the grant, Florence Police Department personnel worked 177 hours of overtime. Officers conducted 44 traffic stops, issued 4 citations, initiated 4 misdemeanor arrest, and one felony arrest. Detective Helsdingen recovered a stolen vehicle. This operation supports the mission of the Immigrations and Custom Enforcement Agency, and Border Patrol in the fight against Drugs and Human Smuggling.

Governor's Office on Highway Safety (GOHS) Grant:

The Department prepared and submitted (5) 2016 GOHS grants for review on February 27, 2015. If awarded, these grants will supply the Department with approximately \$73,923.00 in equipment and overtime funds to combat speed, occupant protection and conduct DUI enforcement throughout the Town of Florence.

- No DUI taskforce involvement during the month of February.
- Arizona Auto Theft Authority grant writing conference was attended By Sgt. Tatlock
- Homeland Security Grant conference was attended.
- An intergovernmental agreement was signed on February 12, 2015 to implement TRACS. This agreement is between the Florence Police Department and Arizona Department of Transportation. This will allow the implementation of the TRACS system. This is an electronic system that gives the officer the capability to scan a drivers' license and the information is transferred to the computer so a citation may be issued. The information is sent via the in car computer to the department's record's management system.

Vehicles:

- The DUI vehicle, grant purchase, was decaled and is now ready for service.
 - Two additional Tahoe's were approved and ordered to replace high mileage vehicles in the fleet.
-

-
-
- Decals displaying the Police Department web site address were placed on the police vehicles.

Training:

- Officer Mount attended an advanced class for detecting those Driving Under the Influence (DUI) impairment. Due to his advanced training in these areas Officer Mount will be assigned the new DUI grant enforcement vehicle.
- Sergeant Don Campbell attended a supervision class held at Casa Grande Police Department. This will be helpful for Sgt. Campbell as a new supervisor.
- Sergeant Morris, Officer Guilin, Officer Kakar and Officer Phillips attended training provided by Department of Homeland Security the training topic, Law Enforcement and First Response on triage, covered how to respond to an injured person or first responder during ongoing incident.
- Officer Guilin attended training for asset forfeiture through HIDTA.
- Active shooter training held at the Army National Guard was attended by Sgt. Morris and Officers Kakar, Phillips, and Guilin.

Equipment Improvements:

- New scanners and printers were ordered and received for 23 patrol vehicles. This will allow the department's officers to work more efficiently while on patrol. The scanner will allow the officer to work proficiently on accidents and traffic stops. This will allow the Department to connect with the Department of Transportation for accident forms through a program called TRACS.
- Community policing material was ordered for upcoming yearly Town events. Training equipment DUI impairment goggles were ordered and received to train students and civilians on the effects of drugs and alcohol.

Traffic:

- There was no specialized traffic details conducted for the month of February.

Commercial Motor Vehicle Division:

The truck scales were taken and calibrated and certified by ADOT this month. There was no commercial motor vehicle inspections conducted for the month.

The CMV officers have been advised to start conducting a minimum of 3 level 1 inspections per month and at minimum 1 CMV scale detail every quarter. Officer Riccomini is currently working on a scale inspections schedule. The schedule is to include location of detail, personnel involved, time frames of detail, and if necessary a notification to ADOT if a detail takes place on an ADOT roadway.

Radar Units:

- Stationary Pole Mounted Radar Unit located on Hunt Highway: February 1-15th there were 134,895 vehicles noted by the unit. Lowest log speed setting at 15 mph, average speed at 32 mph, and 85 percentile speeds at 51 mph with a posted speed limit of 45 miles per hour.
- The mounted radar unit on Merrill Ranch Parkway data recorder was placed late in the month and data will be collected and reported at a later date.
- The mobile radar units were placed at Victory Way in Anthem & Caliente Blvd, Bush Street & 11th Street, and in Anthem at Spirit Loop & Smithsonian Drive.

Stationary Pole Mounted Radar Unit located on Main Street at 20th Street. This unit was mounted and calibrated late in the month. Information on number of vehicles and speeds will be included in the March monthly report.

Directed Patrols

The Police Department conducted 953 Directed Patrols during February. Directed Patrols are a proactive, police-initiated, approach which focuses patrol resources on the places with highest risks of serious crime to increase crime prevention. Statistics have proven that an increased pro-active patrol in high crime areas has decreased crimes.

See Beat information for further breakdown.

Beat 1

There are 7 officers assigned and dedicated to work Beat 1.

There were a total of 399 calls for service in Beat 1 for the month of February. This is up from 383 calls in January 2015. Calls for service are all calls that officers handle to include self-initiated, dispatched, and traffic offenses.

108 traffic offenses, resulting in 19 written citations, with 24 violations. This comes from use of the radars and LIDARS, as well as general observed traffic violations.

A total of 278 Directed Patrols were conducted in Beat 1 for the month. Directed patrols included apartment complexes, businesses and neighborhoods.

Beat 1 officers assisted the Town of Florence Public Works personnel by conducting code enforcement duties throughout the core areas of Florence. Officer Palmer played a major part conducting follow-up investigations on various code enforcement complaints. He has served 5 notices for bulk trash violations during the month and garnered compliance prior to citations being issued.

Officer Palmer, as time permits, performs his duties as the Crime Prevention officer; he assisted with teaching driver's education at Florence High School, as well as stopping by the K-8 schools in downtown Florence and Anthem to speak with the students. He is currently

working on robbery training for the Pinal County Federal Credit Union. Officer Palmer is also available to perform security and safety checks on businesses and residential homes.

On February 8, 2015, the Outlaw Motorcycle Club Hells' Angels obtained and held their annual Hells Angels Prison Run. There were approximately 583 riders that participated in this event. The following law enforcement agencies participated in monitoring the event for possible problems and illegal activity: the Arizona Department of Public Safety, The State Gang Task Force (GIITEM), and the Pinal County Sheriff's Office, Arizona Department of Corrections, Central Arizona Detention Center, Florence Police Department and its volunteers. There were no issues with the event.

On February 28, 2015, the residents of Caliente hosted their annual Spring Fling Parade. The Florence Police Department and the Florence PD Volunteers participated in the parade,

Significant calls in Beat 1 were:

- 1 Death Investigation on Ruggles Street. An elderly female was found deceased in her apartment. Detectives are waiting on autopsy results to determine the cause of death.
- 2 reported burglaries: (1) E. 6th Street- A .22 caliber handgun valued at \$150 and a .22 caliber rifle valued at \$100 were reported taken. No obvious signs of forced entry were observed, as the house is abandoned. No serial numbers available on the weapons. There are no suspects at this time. (2) N. Center Street- A black air compressor valued at \$179, yard trimmer valued at \$100, Ryobi drill valued at \$200 and a DeWalt Sawzall valued at \$200 was taken from the yard. No serial numbers available on these items. No suspects at this time.

Beat 2

There are 7 officers assigned and dedicated to work Beat 2.

During the month of February, officers conducted 355 directed patrols at Heritage Park, McFarland State Park, Padilla Square Park, Silver King, 9th Street, Florence High School, Holiday Inn, and T.O. Village.

The following events took place during February:

- Heritage Park – Lil Tykes Kickball, World Cup Youth Soccer, Super Series Men's Softball Tournament, Super Series Co-ed Softball Tournament, and several birthday parties.
 - Holiday Inn / Windmill Winery – Each weekend The Holiday Inn was booked almost to capacity by guests attending weddings at the Windmill Winery. There were no reported problems at the Windmill. The Holiday Inn had an unruly guest which was ejected from the hotel and given a courtesy ride, by officers, to Coolidge.
 - Padilla Square Park hosted a Concert in the Park, and The Home Tour which provided food and merchandise vendors along with the Santa Cruz Valley HS band performing as entertainment.
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- McFarland State Park was designated as the starting point for The Home Tour and also had art on display.
 - Florence HS was in session during the month with officers conducting patrols and monitoring traffic in the area. At the end of the month it was brought to our attention that cars have been passing school buses that had their stop signs extended on High School Rd. Officers have been advised to monitor for this activity.
 - The radar trailer was set up in the area of Bush St. and 11th St. after receiving citizen complaints of speeding and loud vehicles in the area. Officers identified drivers of a “Honda Car Club” which gets together to fix their cars and then test drives them. Once identified by officers, they were warned and their activity has been minimal.

During the month there were 173 incidents generated for:

- 65 Traffic stops resulting in 58 verbal warnings, 7 Citations and 1 handicap parking, 1 Accident due to failure to control speed, 3 speed on Hwy 287, 1 Suspended License, 1 failure to provide proof of registration
- 7 Thefts –Dirt bike stolen and recovered down the block an hour later by the owner; A male fled a taxi without payment. The suspect was located and arrested after canvas of the area; Suspect stole chairs from the Baptist Church lot. Unable to ID the suspect, No leads; Suspect shoplifted candy. He was cited and released. Wallet stolen from locker at FHS cheer practice. The wallet was recovered in Family Dollar parking lot. There are no leads and \$15.00 remained unrecovered; Phone stolen. Victim believes by a friend, no evidence.
- 14 alarms – all with no criminal activity observed

Beat 3

During the month of February, officers conducted 353 directed patrols of businesses, schools and residences within Beat 3. The Beat 3 officers have continued to stay in touch with businesses and schools, advising them of how to make reports on issues such as criminal activity, suspicious activity or persons and general concerns that can be addressed by the police department.

Significant calls:

February 11, 2015, missing juvenile, Police personnel responded to North Daisy Drive reference a report of a female juvenile that had not returned home from school. Police personnel responded and gathered information on the juvenile, physical description, last known clothing, last time seen or heard from and information on any possible friends she may be with. The supervisors on duty immediately assigned patrol officers and volunteers to canvass the neighbors, neighborhoods, parks and washes. Sgt. Klix activated the multi-jurisdictional Child Abduction Response Team (CART). The female juvenile was located at a friend’s home and returned home safely.

February 19, 2015, hit and run (vehicle v. pedestrian). At approximately 8:38 p.m. a civilian driving on Hunt Highway at Poston Loop observed a body lying on the side of the roadway and made a call to the police department. Upon police personnel arrival, a male subject was found lying on the road way deceased with significant trauma to the body. There were vehicle parts and

debris in the area of the accident, which were gathered for evidentiary purposes. After identification was made Officers made notification of the incident to the deceased male's family. The investigation is ongoing by the Detective Unit.

Traffic citations:

There were 61 citations issued on 80 observed violations for February 2015. There were 39 more citations and 51 more observed violations from January 2015. There were 8 warnings given for 8 traffic violations observed.

Monthly Anthem Neighborhood Representatives Committee Meeting:

Sgt. Pankey spoke to the committee about several upcoming events in the Town of Florence, golf carts and the radar units.

Anthem personnel spoke about the new housing being built to the south of American Way and Congressional Way. A request was made for FPD to conduct patrols of the Main Park, new ball field and soccer fields. A schedule of events will be provided.

Neighborhood Watch Meeting:

Contact was made with numerous Neighborhood Watch members to advise them of upcoming meetings.

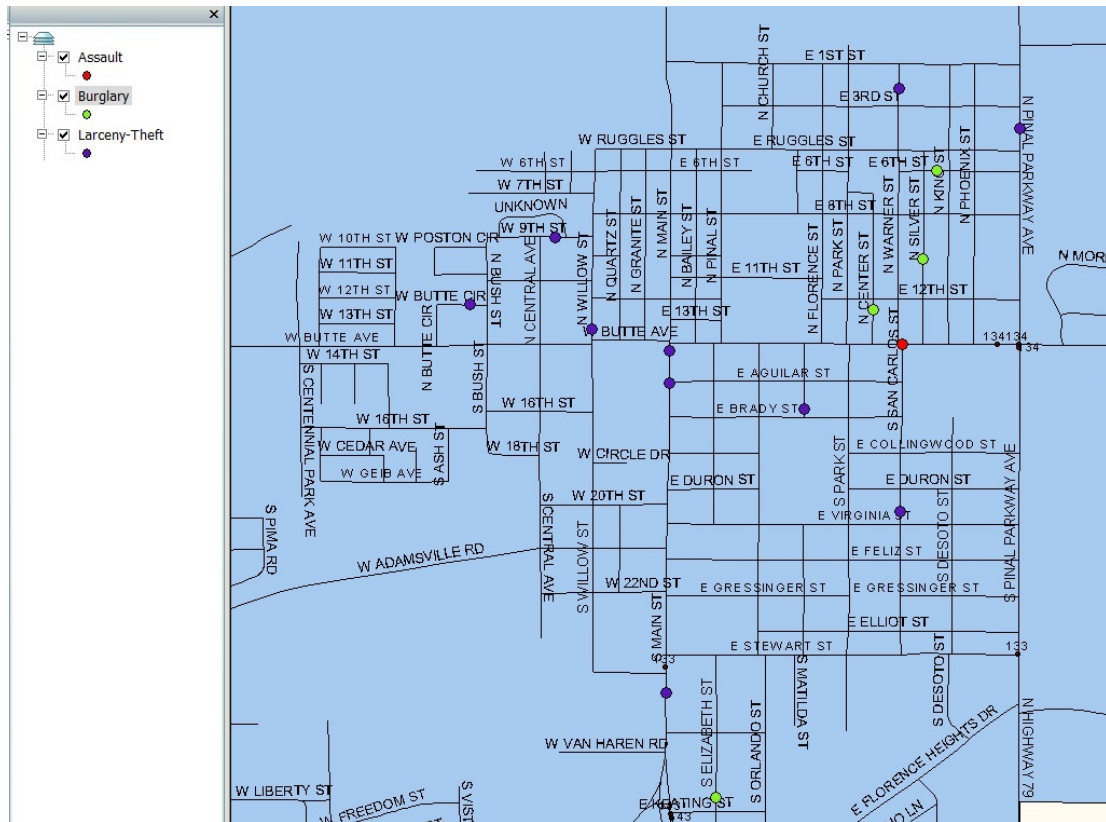
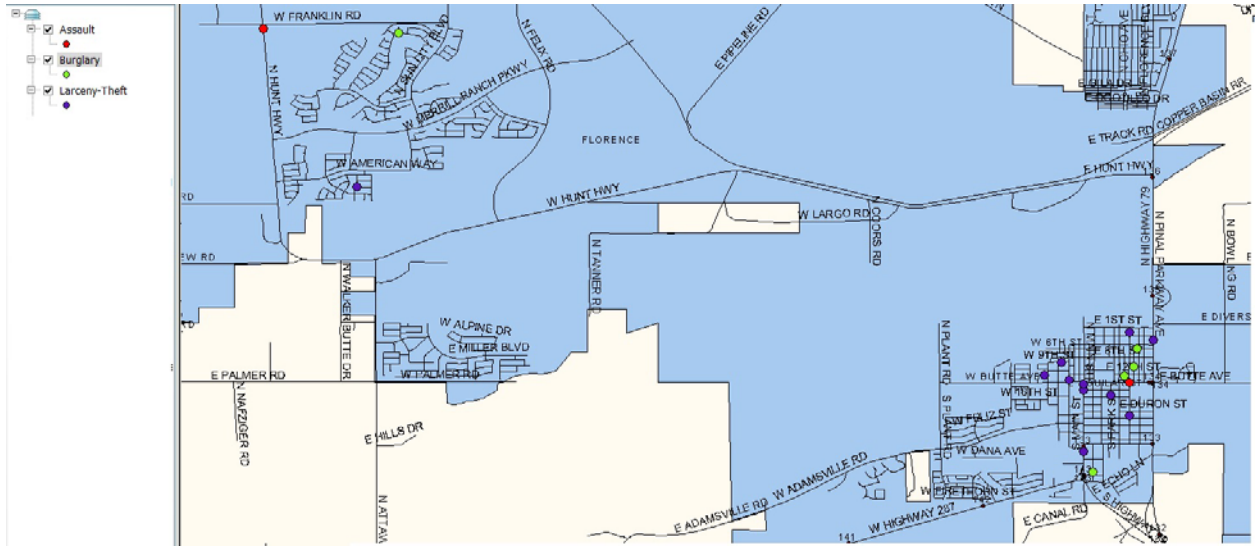
Beat 3 team meeting:

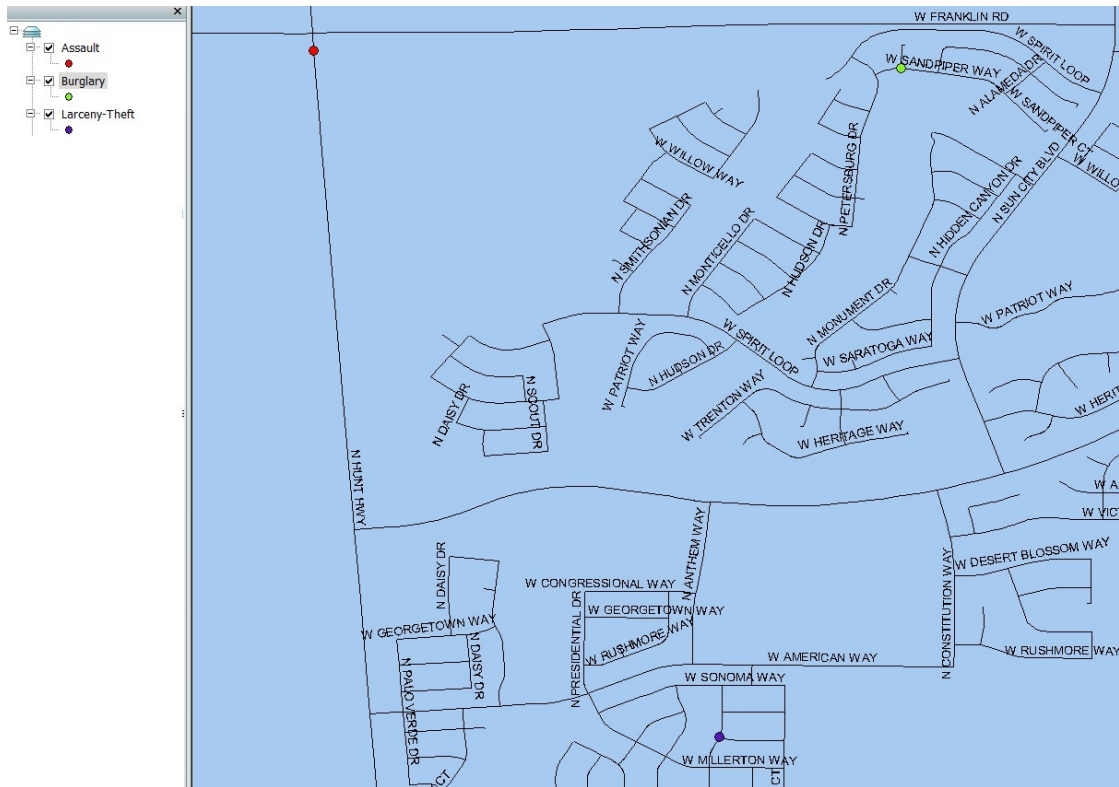
One-on-one meetings have been held with the beat 3 sergeant and officers to discuss close patrols, directed patrols, neighborhood watch, traffic and general information.

FLORENCE POLICE DEPARTMENT CRIME MAPS

Crime maps are generated from a Pin Map Tool within Spillman, which is the Records Management System used by FPD. Only Part I offenses reported in the Town of Florence during the month of February 2015 are shown on the maps. Part I offenses include criminal homicide, forcible rape, robbery, aggravated assault, burglary (breaking or entering), larceny-theft (except motor vehicle theft), motor vehicle theft, and arson. All data presented is tentative until monthly audit is complete (**Pins on the map may overlap on an address point.)

TOWN OF FLORENCE BEAT MAP:





Average Response Time to Calls for Service
6 Month Reporting Period: September 2014 to February 2015

	Sep	Oct	Nov	Dec	Jan	Feb
Priority 1	5:47	4:07	4:11	5:10	5:03	4:46
Priority 2	6:02	5:38	5:01	5:08	4:37	3:25
Priority 3	15:57	14:11	14:11	8:57	17:43	16:34
Priority 4	11:01	13:56	13:56	24:54	29:43	19:13

Definitions:

Priority 1 These priorities are those in which there is an imminent danger to life or major damage/loss to property or an in progress or just occurred major felony.

Priority 2 These priorities are those in which a crime in progress might result in a threat of injury to a person, or major loss of property or immediate apprehension of a suspect.

Priority 3 These priorities are those in which there is no threat of personal injury or major loss of property.

Priority 4 These priorities are those of a report nature only.

FEBRUARY 2015
Count of Index Offenses

Classification of Offense	Offenses	Unfounded	Actual	Offenses	Juvenile
CRIMINAL HOMICIDE	0	0	0	0	0
a. Murder/Nonneg Manslaughter	0	0	0	0	0
b. Manslaughter by Negligence	0	0	0	0	0
FORCIBLE RAPE	0	0	0	0	0
a. Rape by Force	0	0	0	0	0
b. Attempt Forcible Rape	0	0	0	0	0
ROBBERY	0	0	0	0	0
a. Firearm	0	0	0	0	0
b. Knife or Cutting Instrument	0	0	0	0	0
c. Other Dangerous Weapon	0	0	0	0	0
d. Hands, Fist, Feet, etc.	0	0	0	0	0
ASSAULT	4	0	4	2	0
a. Firearm	0	0	0	0	0
b. Knife or Cutting Instrument	0	0	0	0	0
c. Other Dangerous Weapon	0	0	0	0	0
d. Hands, Fist, Feet, etc.	1	0	1	1	0
e. Other Assaults - Simple	3	0	3	1	1
BURGLARY	4	0	4	1	0
a. Forcible Entry	2	0	2	0	0
b. Unlawful Entry/No Force	0	0	0	0	0
c. Attempt Forcible Entry	2	0	2	1	0
LARCENY - THEFT	16	1	15	3	0
MOTOR VEHICLE THEFT	2	0	2	0	0
a. Autos	2	0	2	0	0
b. Trucks	0	0	0	0	0
c. Other Vehicles	0	0	0	0	0
GRAND TOTAL	26	1	25	6	0
Clearance(s) by Adult Arrest	5				
Clearance(s) by Juvenile Arrest	0				

**All data presented in this report is tentative until monthly audit is complete

**Public Works Monthly Report
February 2015
(Abbreviated Report for 2/23 to 2/28)**

Administration

- Started to provide data to MAG on Highway Performance Monitoring System Data for Florence.
- Attended MAG Street and Specifications Committee meetings.
- Met weekly with Baxter Design Group to discuss plan review, submittals, and district engineering topics at Anthem at Merrill Ranch.

Engineering

- Offered storm drainage technical assistance to Sandstone Solar; however, Engineer stated that they had completed their due diligence.
- Continued structural inspection of Spirit Way North Concrete Arches over the Walker Butte Wash. Structural deficiency in design, special inspection and construction found. Deficiency list sent to Pulte.
- Provided resolution to Units 9 at Anthem in regards to deficient air voids in asphalt surfacing. Awaiting Pulte action with subcontractor.
- Reviewing alternate design of mailbox location and approach by Postal Service just north of Yavapai Court on Florence Boulevard.

Streets

- Repaired sidewalk on Sun City Boulevard and Alameda. Notified Pulte of sidewalk deficiencies on Spirit Way Loop.
- Prepared streets for Home Tour.
- Assisted the Parks and Recreation Department by moving of Rodeo Grounds for Biker Run.
- Continued City of Mesa Gas Line Project at Attaway/Judd Roads.
- Performed blue stakes for storm drain locations.
- Performed scheduled street sweepings.
- Performed maintenance on unpaved roads: Christensen Road, Canal Road, Hiscox Lane and Old Kelvin Highway.
- Reviewing and issuing right-of-way permits and follow-up inspections.
- The patch truck crew worked on street and sidewalk maintenance and water/sewer repair patches.
- Crews worked on cleanups, mowing, spraying weeds, storm drain cleaning and trimming trees.

Fleet Maintenance

- Performed preventative maintenance on 24 Town vehicles and made various repairs on 31 Town vehicles.
- Received replacement vehicle for Parks and Recreation.
- ST-009: Replaced fan clutch.
- ST-037: Replaced brakes and steering box.

- WW-006: Installed light bar.
- WW-024: Installed beacon light.
- PD – G-030ET: Installed four (4) tires.
- PD – G-848GE and PD – G-921GL: Installed brakes and rotors on each vehicle.
- PD – G-030ET: Installed front bumper and fuel pump.
- PD – G-922GL: Installed brakes, rotors and tires.

Facility Maintenance

- Continued prefabrication of veranda handrail at Silver King.
- Awaiting results of HVAC (heating, ventilation and air conditioning) controls adjustment to Rooms 1202/1203 in Town Hall, before evaluation. IT to send out service contract, rooms not evaluated.
- Investigated structural crack at Fire Department Bay floor and recommended it be sealed. Researching engineered products for use; to be continued when resources are available.
- Minor plumbing activities took place at various facilities throughout Town, including replacement of accessories.
- Performed repairs of restroom areas throughout Town including accessory replacements. Major repairs at High Profile parking lot; all work completed.
- Painted Carriage House with subcontractor.
- Soliciting fire sprinkler bids at Fire Station No. 1.

Sanitation

- Corresponded with Contractor Administrator and RAD on commercial, non-commercial and other accounts.
- Completed commercial service reconnaissance for sanitation services.
- Four (4) tons of brush was hauled to the Transfer Station.

Cemetery

- Eight (8) inquiries on cemetery plots were discussed.
- Four (4) plots were sold.
- Continuing investigating monument placement at Cemetery for rules/regulation, building safety and right-of-way issues.



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: Charles Montoya, Town Manager
Cc: Lisa Garcia, Deputy Town Manager
From: John V. Mitchell, Utilities Director
Date: March 18, 2015
Subject: Utilities Department Monthly Report

- Sun Western Contractor is continuing work on Well 3B. Project expected to be completed in March/April 2015.
- Apache Underground and Excavation is continuing work on Bailey Street Waterline project. Final walkthrough is scheduled for March 23, 2015.
- Currier Construction continuing work on the SWWTP effluent pump station/chlorine modifications/administration building project. Work expected to be complete in June/July 2015.
- A notice to proceed was issued to Garney Companies for the South WWTP Filtration System Project on March 4, 2015.
- A notice to proceed was issued to Garney Companies for the north Florence water tank on March 4, 2015.
- DBA Construction has completed work on sidewalk, curb & gutter improvements between the High School and Adamsville Road. They completed their change order to grade roads to final grades.
- Council approved the change order to Apache Underground to install water improvements between the High School and Adamsville Road. Work will be complete in 30 days.
 - Staff installed signs for safety improvements at Attaway Road & Hunt Highway. The remaining striping and pavement marker improvement has been awarded and work should be finished within 3 weeks.
 - Staff ordered the work for new guardrail on Attaway Road south of Hunt Highway to replace temporary barricades. Work should be completed within 30 days.
 - Staff completed the improvements on Hunt Highway west of Attaway Road.
- Staff is working with ADOT on the Main Street Extension/SR 79 intersection.
 - Subgrade work has been completed on the Main Street extension.
 - Paving work will be bid.

- ADOT requested that fill material be removed within ADOT right of way. Staff will remove material and install barricades.
- Staff is working with ADOT on the Diversion Dam Road/SR 79 intersection.
 - ADOT comments are being addressed by Willdan. Staff has set a meeting with Lee Engineer, Cairo Engineering, Willdan, and staff for Wednesday, March 25 to discuss any remaining issues.
- Bid opening dates:
 - Well #2 – April 1, 2015.
 - Well 4 to Well 5 Transmission Main – April 7, 2015
 - Water Tower Re-painting – March 30, 2015
 - Police Department Parking Lot – March 30, 2015