TOWN OF FLORENCE
SPECIAL MEETING AGENDA

Mayor Tara Walter
Vice-Mayor Vallarie Woolridge
Councilmember John Anderson
Councilmember Becki Guilin
Councilmember Bill Hawkins
Councilmember Kristen Larsen
Councilmember Karen Wall

Florence Town Hall
775 N. Main Street
Florence, AZ 85132
(520) 868-7500
www.florenceaz.gov
Meet 1st and 3rd Mondays

Monday, October 15, 2018 **5:00 PM**

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the Town of Florence Council and to the general public that a Special Meeting of the Florence Town Council will be held on Monday, October 15, 2018, at 5:00 p.m., in the Florence Town Council Chambers, located at 775 N. Main Street, Florence, Arizona. The agenda for this meeting is as follows:

1. **CALL TO ORDER**

2. **ROLL CALL:** **Walter __, Woolridge__, Hawkins__, Guilin__, Anderson__, Wall____, Larsen___.**

3. **ADJOURNMENT TO EXECUTIVE SESSION**
   For the purposes of discussions or consultations with designated representatives of the public body and/or legal counsel pursuant to A.R.S. Sections 38-431.03 (A)(3) and (A)(4) to consider its position and instruct its representatives and/or attorneys regarding:

   a. Town's position and instruct its attorneys regarding pending litigation in the U.S. District Court for the District of Arizona: (Case No. CV-14-01304-PHX-DMF) Walt Hunter and Jarris A.H. Varnrobinson VonZombie v. Town of Florence, et al.

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. **WORK SESSION ON LAND USE ASSUMPTIONS, INFRASTRUCTURE IMPROVEMENTS PLAN, AND DEVELOPMENT FEE UPDATE. (Carson Bise, TischlerBise)**

9. PRESENTATION

a. Presentation of Letters of Appreciation and Challenge Coins from the Fire Department to Mr. and Mrs. Kruthaupt. (Dave Strayer)

10. CONSENT: All items on the consent agenda will be handled by a single vote as part of the consent agenda, unless a Councilmember or a member of the public objects at the time the agenda item is called.

a. Approval of the purchase of three Police Interceptors from San Tan Ford, for a total not to exceed amount of $96,706.14. (Joe Jarvis)

b. Acceptance of the 2018 Homeland Security Grant Program Subrecipient Agreement 180303-01, from Arizona Department of Homeland Security, in the amount of $36,798, for the Florence Public Safety Interoperable Communications Project. (Jennifer Evans)

c. Authorization to contract with Centimark, for replacement and repairs of the Police Department and Fitness Center roofs using the Mohave Contract #13XCTMK-0417 in an amount $51,393.70, plus a 15% contingency, for a total not to exceed amount of $59,102.76. (Chris Salas)

d. Authorization for the Town Manager to execute a Cooperative Purchasing Agreement with the City of Tucson. (Joe Jarvis)

e. Authorization to enter into an Intergovernmental Agreement, with Pinal County, to provide Commercial Driver's License Testing Services. (Chris Salas)

f. Notice of Change to Task Order, issued on April 23, 2018, to WestLand Resources, for Task Assignment to perform an Environmental Assessment of two parcels the Town is proposing to acquire from the Bureau of Land Management for the expansion of the Poston Butte Preserve. This item is Information Only. (Bryan Hughes/Chris Salas)

   i. Responses to the Request for Proposal were received on March 7, 2018, for an Environmental Assessment for the Poston Butte Expansion Project and was awarded to Westland Resources. Council entered into an Extension to the On-Call Engineer Contract on October 3, 2018.

g. Approval of the September 4 (Work Session), September 4, September 7, September 17 and September 24, 2018 Town Council Meeting minutes.

h. Receive and file the following board and commission minutes:
   i. May 10, 2018 Arts and Culture Commission Minutes
   ii. August 16, 2018 Planning and Zoning Commission Meeting minutes.

11. NEW BUSINESS

a. Resolution No. 1682-18. Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE MAP OF DEDICATION FOR SUN CITY BOULEVARD – PHASE 2. (Larry Harmer)

b. Discussion/Approval/Disapproval of awarding a contract to Regional Pavement Maintenance of Arizona, Inc., to mill and replace asphalt for CIP T-60, East 1st Street Improvement Project, in an amount not to exceed $755,544.80 under Job Order Contract (JOC) 2014-007 for the City of Buckeye. (Chris Salas)

c. Discussion/Approval/Disapproval of awarding a contract to Apache Underground & Excavating, LLC, to do work associated with the Community Development Block Grant water line replacement project, in an amount not to exceed $632,625.00. (Chris Salas)

d. Authorization directing the Town's Attorneys to pursue the instructions given in Executive Session relating to U.S. District Court for the District of Arizona (Case No. CV-14-01304-PHX-DMF) Hunter, Varnrobinson Vonzombie v. Town of Florence et. al. (Cliff Mattice)

12. SPECIAL MEETING WITH THE HISTORIC DISTRICT ADVISORY COMMISSION TO REVIEW AND TAKE ACTION ON ITEMS PERTAINING TO KOKOPELLI MOON SALOON PROPERTY LOCATED AT 255 N. MAIN STREET, FLORENCE, ARIZONA. (Lisa Garcia)

a. Historic District Advisory Commission Roll Call:

Wheeler____, Adam____, Reid___, Smith____, Schmidt____, Novotny____, Knight_____.

b. Discussion and possible action of the Historic District Advisory Commission to support an emergency demolition permit, abatement, remediation, removal and disposal of any structures (including debris) formerly constituting the Kokopelli Moon Saloon, Tax Parcel No. 200-49-017A located at 255 N. Main Street, Florence, Arizona.

c. Discussion and Possible action to authorize the Town Manager to use the City of Tucson Contract No. 18194601 Job Order for Demolition Services to solicit, negotiate, and enter into a contract with the selected vendor(s) in an amount not to exceed $300,000 for demolition, abatement, remediation, removal and disposal of any structures (including debris) formerly constituting the Kokopelli Moon Saloon (APN 200-49-017A) located at 255 N. Main Street, Florence.

d. Discussion and possible action of the Florence Town Council authorizing the Town Manager, the Town's Attorneys and other representatives of the Town, on behalf of the Town of Florence, without further order of the Mayor and Common Council of the Town, to do all such acts and things, including full prosecution seeking demolition, remediation, abatement, removal and disposal of any structures (including debris) formerly constituting the Kokopelli Moon Saloon, Tax Parcel No. 200-49-017A located at 255 N. Main Street, Florence, Arizona (the "Property") and to pursue any and all actions including executing, filing and delivering all such notices, assessments, complaints, appeals, liens, certificates, recordings, filings, pleadings, correspondence, proceedings, agreements and other documents as may be necessary or convenient to be executed, filed and delivered on behalf of the Town in order to carry out the demolition, abatement, remediation and removal of any structures (including debris) formerly constituting the Kokopelli Moon Saloon, including the assessment, recording, lien, foreclosure, sale or purchase of the Property to satisfy liens.

13. MANAGER'S REPORT

14. CALL TO THE PUBLIC

15. CALL TO THE COUNCIL – CURRENT EVENTS ONLY

16. ADJOURNMENT

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). One or more members of Council may appear for part or all of the meeting including Executive Session telephonically.

POSTED ON OCTOBER 11, 2018, BY LISA GARCIA, TOWN CLERK, AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA, AND AT WWW.FLORENCEAZ.GOV.

*****PURSUANT TO TITLE II OF THE AMERICANS WITH DISABILITIES ACT (ADA), THE TOWN OF FLORENCE DOES NOT DISCRIMINATE ON THE BASIS OF DISABILITY REGARDING ADMISSION TO PUBLIC MEETINGS. PERSONS WITH A DISABILITY MAY REQUEST REASONABLE ACCOMMODATIONS BY CONTACTING THE TOWN OF FLORENCE ADA COORDINATOR, AT (520) 868-7574 OR (520) 868-7502 TDD. REQUESTS SHOULD BE MADE AS EARLY AS POSSIBLE TO ALLOW TIME TO ARRANGE THE ACCOMMODATION.*****

	TOWN OF FLORENCE COUNCIL ACTION FORM	**AGENDA ITEM** 8

MEETING DATE: October 15, 2018

DEPARTMENT: Administration

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

SUBJECT: Work Session on Land Use Assumptions and the Infrastructure Improvement Plan.

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

STRATEGIC PLAN REFERENCE:

☐ Community Vitality ☒ Economic Prosperity ☐ Leadership and Governance

☐ Partnerships and Relationships ☐ Transportation and Infrastructure

☐ Statutory ☐ None

RECOMMENDED MOTION/ACTION:

Work Session to receive information from Carson Bise, TischlerBise on the Land Use Assumptions and the Infrastructure Improvement Plan.

BACKGROUND/DISCUSSION:

Development fees, sometimes called “impact fees,” are a fee paid by new development (both residential and commercial) to offset the costs associated with providing necessary public facilities or public services to support new development at current levels of service. The Town is in the process of updating the town-wide development fees.

Arizona Revised Statutes (ARS) § 9-463.05 provides a framework for cities and towns to assess, collect and administer development fees. In April 2011, statutory revisions were made by the approval of Senate Bill (SB) 1525 that significantly changed the requirements for development impact fees. As required by law, the Town of Florence retained the services of an outside consultant to complete an update of the Town’s Development Impact Fees for compliance with the requirements of ARS § 9-463.05.

The first step in updating the fees is the development and adoption of the Land Use Assumptions (LUA) and the Infrastructure Improvements Plan (IIP). Residents may view the Land Use Assumptions, Infrastructure Improvements Plan, and Development Fee Study on the Town website.

Why are the Land Use Assumptions and the Infrastructure Improvements Plan necessary? The Land Use Assumptions and the Infrastructure Improvements Plan identify current levels of service, growth expectations, and the cost of public infrastructure necessary to maintain current levels of service with projected growth.

For example, as the Town grows, more roads are needed to carry additional traffic. This also applies to maintaining service level standards for Police and Fire Department response, for a larger number of customers and coverage areas. This also means meeting the needs of a growing population utilizing the Town Parks and Recreational facilities, necessitating more facilities across the community.

The Land Use Assumptions and the Infrastructure Improvement Plan forecasts expected Town growth, documents existing Town service levels, and determines which infrastructure projects will be necessary to maintain existing levels of service to Town residents under projected growth conditions.

The goal of the Land Use Assumptions and the Infrastructure Improvements Plan is to provide a plan of action to improve Town of Florence infrastructure that will meet the needs of future Town residents.

Development fees are assessed on new building construction that will generate an impact to the Town services previously described. The fees are based on a combination of the construction costs, expected town growth, and the expected time frame determined from the Land Use Assumptions and the Infrastructure Improvement Plan.

Key Dates (Subject to change)

Monday, October 01, 2018 - Publish LUA and IIP on Town Webpage

Monday, October 15, 2018 - Council Work Session: LUA and IIP. Stakeholder sent notice of meeting

Monday, December 3, 2018 - Public Hearing: LUA and IIP

Monday, January 07, 2019 - Council Work Session: Development Impact Fees & Stakeholder Meeting

Monday January 07, 2019 - LUA and IIP adoption

Monday, March 11, 2019 - Public Hearing: Development Impact Fees

Monday, April 15, 2019 - Development Impact Fees adoption

Monday, July 1, 2019 - Development Impact Fees effective

History of Impact Fees in the Town of Florence:

Resolution No.
844-06 (4/7/03) – intent to establish water and wastewater development impact fees
934-05 (4/18/05) – intent to increase Utility Development Impact Fees
1037-07 (3/5/07) – intent to increase Development Impact Fees
1116-08 (5/19/08) – increasing the Development Impact Fees, pursuant to Ord. #461-07

1180-09 (7/1/09) – increasing the Development Impact Fees, pursuant to Ord. #461-07
1403-13 (7/1/13) – adopting the 2013-2023 Land Use Assumptions and Infrastructure Improvements Plan for the Town of Florence, dated February 28, 2013.

Ordinance No.
338-03 (7/7/03) – Establishing Article VIII, Development Impact Fees
461-07 (5/21/07) – Updating the Code for the fees
568-11 (11/21/12) – Updating the Code

A VOTE OF NO WOULD MEAN:

Information only

A VOTE OF YES WOULD MEAN:

Information only

FINANCIAL IMPACT:

None at this time.

ATTACHMENTS:

Infrastructure Improvements Plan

NOTICE OF PUBLIC HEARING ON LAND USE ASSUMPTIONS AND INFRASTRUCTURE IMPROVEMENT PLAN

Pursuant to A.R.S § 9-463.05, public notice is hereby given that the Florence Town Council will hold a public hearing to discuss and review an update to the land use assumptions and infrastructure improvement plan (IIP) associated with development fees charged by the Town. The public hearing will be held on Monday, December 3, 2018, at 6:00 pm in the Town Council Chambers (775 N. Main Street, Florence, Arizona). The Council will approve or disapprove the amendments to the land use assumptions and IIP at a Council Meeting to be held on Monday, January 7, 2019, in the Town Council Chambers.

A separate public hearing on potential changes to the development fees will be considered *after* Council has approved or disapproved amendments to the land use assumptions and IIP.

A copy of the proposed land use assumptions and IIP is attached to this notice and also published on the Town's website (www.florenceaz.gov).

Posted: October 9, 2018

DRAFT

Land Use Assumptions, Infrastructure Improvements Plan, and Development Fee Update

Prepared for:

Town of Florence, Arizona

September 26, 2018

TischlerBise
FISCAL | ECONOMIC | PLANNING

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TABLE OF CONTENTS

EXECUTIVE SUMMARY 1
Arizona Development Fee Enabling Legislation 2
Necessary Public Services 2
Infrastructure Improvements Plan 2
Qualified Professionals 3
Conceptual Development Fee Calculation 3
Evaluation of Credits 4
DEVELOPMENT FEE REPORT 5
Methodology 5
General Methods 5
Updated Development Fees Methods and Cost Components 5
Proposed Development Fee Schedules: Town of Florence 6
PARKS INFRASTRUCTURE IMPROVEMENTS PLAN 8
Service Area 8
Methodology 8
Proportionate Share 8
Ratio of Service Units to Development Units 9
Analysis of Capacity, Usage, and Costs of Existing Services 9
Parks and Open Space 10
Parks and Open Space Improvements 12
Projected Demand for Services And Costs 14
IIP and Development Fee Report 15
Parks Development Fees 16
Revenue Credit 16
Proposed Park Facilities Development Fees 16
Projected Parks Development Fee Revenue 17
POLICE INFRASTRUCTURE IMPROVEMENTS PLAN 18
Service Area 18
Methodology 18
Proportionate Share 18
Ratio of Service Units to Development Units 19
Analysis of Capacity, Usage, and Costs of Existing Services 21
Police Facilities 21
Police Vehicles 22
Projected Demand for Services And Costs 23
IIP and Development Fee Report 25
Police Development Fees 25
Revenue Credit 25
Proposed Police Facilities Development Fees 25
Projected Police Development Fee Revenue 27
FIRE INFRASTRUCTURE IMPROVEMENTS PLAN 28
Service Area 28

Methodology **28**
Proportionate Share 28
Ratio of Service Unit to Development Unit **29**
Analysis of Capacity, Usage, and Costs of Existing Services **30**
Fire/EMS Facilities 30
Fire Apparatus 31
Projected Demand for Services And Costs **32**
IIP and Development Fee Report **33**
Fire Development Fees **34**
Revenue Credit 34
Proposed Fire Facilities Development Fees 35
Projected Fire Development Fee Revenue **37**
STREETS INFRASTRUCTURE IMPROVEMENTS PLAN **38**
Service Area **38**
Methodology **38**
Proportionate Share 38
Ratio of Service Units to Land Use **38**
Service Units 38
Trip Generation Rates 39
Adjustments for Commuting Patterns and Pass-By Trips 39
Trip Length Weighting Factor by Type of Land Use 40
Analysis of Capacity, Usage, and Costs of Existing Services **41**
Average Trip Length 42
Projected Service Units, Demand, and Costs for Services **43**
Travel Demand Model 44
IIP and Development Fee Report **46**
Street Facilities Development Fees **46**
Revenue Credit 46
Proposed Street Facilities Development Fees 46
FigureS9: Proposed Street Facilities Development Fees 47
Projected Streets Development Fee Revenue **47**
WATER IIP **49**
Service Area 49
Proportionate Share 50
Analysis of Capacity and Usage of Existing Public Services **50**
Existing Capacity and Usage 50
Average Day Flows 50
Ratio of Service Unit to Development Unit **51**
Projected Demand and Costs for Services **52**
Projected Water Flows 52
Water Transmission Facilities 53
Water Storage Facilities 53
Water Supply Facilities 54
IIP and Development Fee Study 54
Water Facilities Development Fees **54**
Revenue Credit 54

Proposed Water Facilities Development Fees....55
Projected Water Facilities Development Fee Revenue....56
WASTEWATER FACILITIES IIP....57
Service Area....57
Proportionate Share....58
Analysis of Capacity and Usage of Existing Public Services....58
Existing Capacity and Usage....58
Average Day Flows....58
Ratio of Service Unit to Development Unit....59
Projected demand and Costs for Services....60
Projected Wastewater Flows....60
Wastewater Collection Facilities....61
Wastewater Treatment Facilities....61
IIP and Development Fee Study....62
Wastewater Facilities Development Fees....62
Revenue Credit....62
Proposed Wastewater Facilities Development Fees....63
Projected Wastewater Facilities Development Fee Revenue....64
APPENDIX A: LAND USE ASSUMPTIONS....66
Summary of Growth Indicators....66
Residential Development....67
Persons Per Housing Unit and Persons Per Household....67
Recent Residential Construction....67
Housing Unit Projections....68
Population Estimates....69
Townwide Population Projections....71
Population Projections for Town of Florence Utility Service Area....72
Nonresidential Development....73
Current Estimate of Employment and Nonresidential Square Footage....74
Employment and Nonresidential Floor Area Projections....75
Average Daily Vehicle Trips....75
Residential Vehicle Trips....76
Detailed Development Projections....77
APPENDIX B: ARIZONA REVISED STATUTES....78
APPENDIX C – FORECAST OF REVENUES....90
APPENDIX D: IMPLEMENTATION AND ADMINISTRATION....91
Residential Development....91
Nonresidential Development....92

EXECUTIVE SUMMARY

The Town of Florence, Arizona, contracted with TischlerBise to update and prepare land use assumptions, the Infrastructure Improvements Plan (IIP) for new development, and resulting development fees pursuant to Arizona Revised Statutes 9-436.05. Municipalities in Arizona may assess development fees to offset infrastructure costs to a municipality for necessary public services. The development fees must be based on an Infrastructure Improvements Plan and Land Use Assumptions. The IIP for each type of infrastructure is in the corresponding component chapters of this document. The proposed development fees are displayed in the Development Fee Report in the next section in Figure 3.

Development fees are one-time payments collected from new construction at the time a building permit is issued for the purpose of constructing system improvements needed to accommodate new development. The fee represents new growth's proportionate share of capital facility needs. Development fees do have limitations and should not be regarded as the total solution for infrastructure funding. Development fees may be used for infrastructure improvements or debt service for growth related infrastructure. In contrast to general taxes, development fees may not be used for operations, maintenance, replacement, or correcting existing deficiencies.

The updated Infrastructure Improvements Plan and associated development fees include the following necessary public services:

- Parks and Recreation
- Police
- Fire and Rescue
- Water and Wastewater
- Streets

Based on discussions with Town staff, the decision was made to eliminate Library infrastructure from the development fee study. This plan also includes all necessary elements required to be in full compliance with SB 1525.

ARIZONA DEVELOPMENT FEE ENABLING LEGISLATION

Arizona Revised Statutes 9-463.05 (hereafter referred to as "development fee enabling legislation") governs how development fees are calculated for municipalities in Arizona. During the state legislative session of 2011, Senate Bill 1525 (SB 1525) was introduced which significantly amended the development fee enabling legislation. The changes included:

- Amending existing development fee programs by January 1, 2012.
- Abandoning existing development fee programs by August 1, 2014.
- New development fee program structure revolving around a unified Land Use Assumptions document and Infrastructure Improvements Plan.
- New adoption procedures for the Land Use Assumptions, Infrastructure Improvements Plan, and development fees.
- New definitions, including "necessary public services" which defines what categories and types of infrastructure may be funded with development fees.
- Time limitations in development fee collections and expenditures.
- New requirements for credits, "grandfathering" rules, and refunds.

This update of the Town's development fees will comply with all of the new requirements of SB 1525.

Necessary Public Services

Under the new requirements of the development fee enabling legislation, development fees may be only used for construction, acquisition or expansion of public facilities that are necessary public services. "Necessary public service" means any of the following categories of facilities that have a life expectancy of three or more years and that are owned and operated on behalf of the municipality: water, wastewater, storm water, drainage, flood control, library, streets, fire and police, and neighborhood parks and recreation. Additionally, a necessary public service includes any facility that was financed before June 1, 2011 and that meets the following requirements:

1. Development fees were pledged to repay debt service obligations related to the construction of the facility.
2. After August 1, 2014, any development fees collected are used solely for the payment of principal and interest on the portion of the bonds, notes, or other debt service obligations issued before June 1, 2011 to finance construction of the facility.

Infrastructure Improvements Plan

Development fees must be calculated pursuant to an Infrastructure Improvements Plan (hereafter referred to as the "IIP"). For each necessary public service that is the subject of a development fee, by law, the infrastructure improvements plan shall include the following seven elements:

- A description of the existing necessary public services in the service area and the cost to update, improve, expand, correct or replace those necessary public services to meet existing needs and

usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable.

- An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable.
- A description of all or the parts of the necessary public services or facility expansion and their costs necessitated by and attributable to development in the service area based on the approved Land Use Assumptions, including a forecast of the costs of infrastructure, improvements, real property, financing, engineering and architectural services, which shall be prepared by qualified professionals licensed in the state, as applicable.
- A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial.
- The total number of projected service units necessitated by and attributable to new development in the service area based on the approved Land Use Assumptions and calculated pursuant to generally accepted engineering and planning criteria.
- The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years.
- A forecast of revenues generated by new service units other than development fees, which shall include estimated state-shared revenue, highway users revenue, federal revenue, ad valorem property taxes, construction contracting or similar excise taxes and the capital recovery portion of utility fees attributable to development based on the approved Land Use Assumptions and a plan to include these contributions in determining the extent of the burden imposed by the development.

Qualified Professionals

The IIP must be developed by qualified professionals using general accepted engineering and planning practices. A qualified professional is defined as "a professional engineer, surveyor, financial analyst or planner providing services within the scope of the person's license, education, or experience." TischlerBise is a fiscal, economic, and planning consulting firm specializing in the cost of growth services. Our services include development fees, fiscal impact analysis, infrastructure financing analyses, user fee/cost of service studies, capital improvement plans, and fiscal software. TischlerBise has prepared over 900 development fee studies over the past 30 years for local governments across the United States.

Conceptual Development Fee Calculation

In contrast to project-level improvements, development fees fund growth-related infrastructure that will benefit multiple development projects, or the entire service area (usually referred to as system improvements). The first step is to determine an appropriate demand indicator for the particular type of infrastructure. The demand indicator measures the number of service units for each unit of development. For example, an appropriate indicator of the demand for parks is population growth and the increase in

population can be estimated from the average number of persons per housing unit. The second step in the development fee formula is to determine infrastructure improvement units per service unit, typically called level-of-service (LOS) standards. In keeping with the park example, a common LOS standard is improved park acres per thousand people. The third step in the development fee formula is the cost of various infrastructure units. To complete the park example, this part of the formula would establish a cost per acre for land acquisition and/ or park improvements.

Evaluation of Credits

Regardless of the methodology, a consideration of "credits" is integral to the development of a legally defensible development fee. There are two types of "credits" that should be addressed in development fee studies and ordinances. The first is a revenue credit due to possible double payment situations, which could occur when other revenues may contribute to the capital costs of infrastructure covered by the development fee. This type of credit is integrated into the fee calculation, thus reducing the fee amount. The second is a site-specific credit or developer reimbursement for dedication of land or construction of system improvements. This type of credit is addressed in the administration and implementation of the development fee program. For ease of administration, TischlerBise normally recommends developer reimbursements for system improvements.

DEVELOPMENT FEE REPORT

METHODOLOGY

General Methods

There are three general methods for calculating development fees. The choice of a particular method depends primarily on the timing of infrastructure construction (past, concurrent, or future) and service characteristics of the facility type being addressed. Each method has advantages and disadvantages in a particular situation, and can be used simultaneously for different cost components.

Reduced to its simplest terms, the process of calculating development fees involves two main steps: (1) determining the cost of development-related capital improvements and (2) allocating those costs equitably to various types of development. In practice, though, the calculation of development fees can become quite complicated because of the many variables involved in defining the relationship between development and the need for facilities within the designated service area. The following paragraphs discuss basic methods for calculating development fees and how those methods can be applied.

- Cost Recovery (past improvements) - The rationale for recoupment, often called cost recovery, is that new development is paying for its share of the useful life and remaining capacity of facilities already built, or land already purchased, from which new growth will benefit. This methodology is often used for utility systems that must provide adequate capacity before new development can take place.
- Incremental Expansion (concurrent improvements) - The incremental expansion method documents current level-of-service (LOS) standards for each type of public facility, using both quantitative and qualitative measures. This approach assumes there are no existing infrastructure deficiencies or surplus capacity in infrastructure. New development is only paying its proportionate share for growth-related infrastructure. Revenue will be used to expand or provide additional facilities, as needed, to accommodate new development. An incremental expansion cost method is best suited for public facilities that will be expanded in regular increments to keep pace with development.
- Plan-Based (future improvements) - The plan-based method allocates costs for a specified set of improvements to a specified amount of development. Improvements are typically identified in a long-range facility plan and development potential is identified by a land use plan. There are two basic options for determining the cost per demand unit: (1) total cost of a public facility can be divided by total demand units (average cost), or (2) the growth-share of the public facility cost can be divided by the net increase in demand units over the planning timeframe (marginal cost).

Updated Development Fees Methods and Cost Components

Figure 1 summarizes service areas, methodology, and infrastructure cost components for each development fee. The Town of Florence is home to an estimated 16,400 persons housed in group quarters (correctional facilities, medical care facilities, residential treatment centers, college residence halls,

military barracks). Police and Fire and Rescue infrastructure serves the group quarters population, while Parks and Open Space infrastructure does not. As such, the demand units and cost allocation vary by development fee component.

Figure 1: Proposed Development Fee Service Areas, Methods, and Cost Components

Development Fee Category	Service Area	Incremental Expansion	Plan-Based	Cost Recovery	Cost Allocation
Police	Town-wide	Station & Vehicles	N/A	N/A	Peak HH Population & Nonres. Vehicle Trips
Fire and Rescue	Town-wide	Station & Vehicles	N/A	N/A	Peak HH Population & Jobs
Parks and Open Space	Town-wide	Land & Improvements	N/A	N/A	Peak HH Population & Jobs
Water	N & S Service Areas	N/A	Transmission, Supply and Storage	N/A	Gallons
Wastewater	N & S Service Areas	N/A	Collection and Treatment	N/A	Gallons
Roads	Town-wide	Arterial Improvements	N/A	N/A	Vehicle Miles of Travel

Proposed Development Fee Schedules: Town of Florence

Development fees for residential development will be assessed per dwelling unit, based on the type of unit. Nonresidential development fees will be assessed per square foot of floor area, according to three general types of development. Utility development fees, which will be assessed by meter size. The fees shown in Figures 2 and 3 represent the maximum allowable fees – development fees fund 100 percent of growth-related infrastructure. Florence may adopt fees that are less than the amounts shown; however, a reduction in development fee revenue will necessitate an increase in other revenues, a decrease in planned capital improvements and/or a decrease in Florence's LOS standards. All costs in the development fee study are in current dollars with no assumed inflation rate over time. If cost estimates change significantly over time, development fees should be recalculated.

Figure 2: Schedule of Maximum Allowable Development Fees (non-utility)

Residential (per unit)

Type	Police	Fire and Rescue	Parks and Open Space	Roads	Proposed Fee	Current Fee	Difference
Single-Family	$754	$955	$2,175	$2,250	**$6,133**	$5,027	$1,106
Multi-Family	$560	$710	$1,616	$1,560	**$4,446**	$3,696	$750

Nonresidential (per 1,000 square feet)

Type	Police	Fire and Rescue	Parks and Open Space	Roads	Proposed Fee	Current Fee	Difference
Commercial/Retail	$1,465	$694	$166	$3,900	**$6,225**	$5,423	$802
Industrial	$292	$482	$115	$850	**$1,739**	$464	$1,275
Office/Other Services	$292	$880	$210	$1,680	**$3,061**	$2,937	$124

Figure 3: Schedule of Maximum Allowable Development Fees (Utilities)

Meter Size (inches)	*Meter Type*	***Proposed Water Fee***	*Current Fee*	*$ Change*	***Proposed Wastewater Fee***	*Current Fee*	*$ Change*
0.625	Displacement	**$1,065**	$1,980	($915)	**$2,400**	$2,140	$260
0.750	Displacement	**$1,597**	$4,950	($3,353)	**$3,600**	$2,782	$818
1.000	Displacement	**$2,662**	$4,950	($2,288)	**$6,001**	$7,062	($1,061)
1.500	Displacement	**$5,324**	$9,900	($4,576)	**$12,002**	$14,338	($2,336)
2.000	Displacement	**$8,518**	$15,840	($7,322)	**$19,202**	$22,898	($3,696)
3.000	Displacement	**$17,037**	$31,680	($14,643)	**$38,405**	$45,582	($7,177)
3.000	Compound	**$17,037**	$31,680	($14,643)	**$38,405**	$45,852	($7,447)
3.000	Turbine	**$18,635**	$34,650	($16,015)	**$42,005**	$49,862	($7,857)
4.000	Compound	**$26,621**	$49,500	($22,879)	**$60,008**	$71,262	($11,254)
4.000	Turbine	**$33,543**	$59,400	($25,857)	**$75,610**	$85,600	($9,990)
6.000	Compound	**$53,243**	$99,000	($45,757)	**$120,015**	$142,738	($22,723)
6.000	Turbine	**$69,216**	$123,750	($54,534)	**$156,020**	$178,262	($22,242)
8.000	Compound	**$85,189**	$178,200	($93,011)	**$192,025**	$0	$192,025
8.000	Turbine	**$149,082**	$178,200	($29,118)	**$336,043**	$256,800	$79,243
10.000	Turbine	**$223,623**	$287,100	($63,477)	**$504,065**	$413,662	$90,403
12.000	Turbine	**$282,191**	$425,700	($143,509)	**$636,082**	$613,538	$22,544

PARKS INFRASTRUCTURE IMPROVEMENTS PLAN

Development fees for parks are one of the infrastructure categories allowed under Arizona law. ARS 9-463.05 (T)(7)(g) defines the facilities and assets which can be included in the Parks and Recreational Facilities IIP:

> *"Neighborhood parks and recreational facilities on real property up to thirty acres in area, or parks and recreational facilities larger than thirty acres if the facilities provide a direct benefit to the development. Park and recreational facilities do not include vehicles, equipment or that portion of any facility that is used for amusement parks, aquariums, aquatic centers, auditoriums, arenas, arts and cultural facilities, bandstand and orchestra facilities, bathhouses, boathouses, clubhouses, community centers greater than three thousand square feet in floor area, environmental education centers, equestrian facilities, golf course facilities, greenhouses, lakes, museums, theme parks, water reclamation or riparian areas, wetlands, zoo facilities or similar recreational facilities, but may include swimming pools."*

Parks and Recreation development fees for the Town of Florence include 1) park land and 2) park improvements. State law requires Florence to have an adopted Infrastructure Improvements Plan (IIP) in order to assess development fees.

SERVICE AREA

The Town of Florence plans to provide a uniform level-of-service and equal service for Parks and Recreational Facilities throughout the Town.

METHODOLOGY

Parks development fees use an incremental expansion methodology and allocate capital costs to residential development based on peak household population, and nonresidential development based on number of jobs. This methodology allows Florence to maintain the current LOS standard as growth occurs. Development fee revenue collected using this methodology may not be used to replace or rehabilitate existing improvements.

Proportionate Share

ARS 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to accommodate new development. As shown in Figure P1, TischlerBise recommends daytime population as a reasonable indicator of the potential demand for Parks and Recreational Facilities from residential and nonresidential development. According to the U.S. Census Bureau web application OnTheMap, there were 4,941 inflow commuters in 2016, which is the number of persons who have jobs in Florence but live outside the Town. The proportionate share is based on cumulative impact hour per year with the number of residents potentially impacting Parks and Recreational Facilities 365 days per year, 12 hours a day. Inflow commuters potentially impact Parks and Recreational Facilities 250 days per year (5 days per week multiplied by 50 weeks a year), 2 hours a day. The resulting residential share of parks and open space infrastructure is 96 percent, while the resulting nonresidential share is 4 percent.

Figure P1. Parks and Open Space Daytime Population

			Cumulative Impact Hours per Year			Cost Allocation for	
Jurisdiction	*Residents***	*Inflow Commuters**	*Residential***	*Nonresidential****	*Total*	*Residential*	*Nonresidential*
Florence	14,480	4,941	63,424,021	2,470,500	65,894,521	96%	4%

** U.S. Census Bureau, OnTheMap Web Application, LEHD Origin-Destination Employment Statistics.*

***Peak population in households*

*** Days per Year = 365* *250 *** 5 Days per Week x 50 Weeks per Year*

Hours per Year (12 hours a day) 4380 *500 Hours per Year (2 hours a day)*

Ratio of Service Units to Development Units

ARS 9-463.05(E)(4) requires:

> *"A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial/retail, industrial, and office/institutional."*

Figure P2 displays the level of service of each Parks and Recreational Facilities element compared to residential and nonresidential land use. The residential development table displays the persons per household for single-family (or single unit) and multifamily units. The nonresidential development table displays the number of employees per thousand square feet for three different types of nonresidential development.

Figure P2: Parks and Recreational Facilities Ratio of Service Unit to Development Unit

Residential Development	
Land Use	***Persons per Household***
Single-Family	2.42
Multifamily	1.80

Source: TischlerBise Land Use Assumptions.

Nonresidential Development per KSF	
Land Use	***Employees per KSF***
Commercial/Retail	2.34
Office/Institutional	2.97
Industrial/Flex	1.63

Source: Institute of Transportation Engineers, 2017.

Analysis of Capacity, Usage, and Costs of Existing Services

ARS 9-463.05(E)(1) requires:

> *"A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable."*

ARS 9-463.05(E)(2) requires:

> *"An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable."*

Parks and Open Space

The definition of necessary public services defined in the Arizona Revised Statutes excludes wetlands and includes "parks and recreational facilities on real property up to thirty acres in area, or parks and recreational facilities larger than thirty acres if the facilities provide a direct benefit to the development." For this reason, only 30 acres of the Poston Butte site are considered in the development fee calculation. Figure P3 details the existing inventory of parks and open space land in the Town of Florence, along with current replacement costs. Florence has a total of 124.52 acres of park and open space land with a total replacement value of $1,245,200. The replacement cost is based on a $10,000 per acre cost factor provided by Town of Florence staff.

Based on the current inventory of parks and open space acreage and the current peak household population, the residential level of service is 0.0083 acres per person ((124.52 acres x 96 percent residential proportionate share) / 14,480 persons). Using peak household population considers the impact seasonal population has on parks and open space infrastructure. Based on the current inventory of parks and open space acreage and current number of jobs, the nonresidential level of service is 0.0007 acres per job ((124.52 acres x 4 percent nonresidential proportionate share) / 7,626 jobs). The average cost per acre, as provided by Town staff, is $10,000. When the residential and nonresidential levels of service (0.0083 acres per person and 0.0007 per job) are compared to the cost per acre ($10,000), the resulting cost per demand units are $82.55 per person and $6.53 per job.

Figure P3. Parks and Open Space Level of Service and Cost Allocation

Park	*Land Area (Acres)**	*Total Replacement Cost**
Heritage	25.17	$251,700
Little League	2.00	$20,000
Jacques Square	0.22	$2,200
Arriola Square	0.18	$1,800
Padilla Park	0.75	$7,500
Territory Square	6.20	$62,000
Aero Modeler Park	30.00	$300,000
Rodeo Grounds	30.00	$300,000
Poston Butte	30.00	$300,000
TOTAL	**124.52**	**$1,245,200**

Level-of-Service (LOS) Standards

Peak HH Population in 2018	14,480
Jobs in 2018	7,626
Residential Share	96%
Nonresidential Share	4%
LOS: Acres per Person	**0.0083**
LOS: Acres per Job	**0.0007**

Cost Analysis

Average Cost per Acre*	$10,000
Cost per Person	**$82.55**
Cost per Job	**$6.53**

**Source: Town of Florence.*

Parks and Open Space Improvements

To provide capacity for new development throughout the Town, the Town of Florence plans to maintain its current (2018) level of service for developed (improved) parks. Florence's existing park improvements inventory, shown in Figure P4, includes 909 improvements with a total value of $12,182,400. This equates to an average cost per improvement of $13,402.

Based on the existing inventory of parks and open space improvements and current peak household population (14,480), the residential level of service for improvements is 0.060 improvements per person (909 improvements x 96 percent residential proportionate share / 14,480). For nonresidential development, the level of service for parks and opens space improvements is 0.005 improvements per job (909 improvements x 4 percent nonresidential proportionate share / 7,626). When the residential and nonresidential levels of service (0.060 improvements per person and 0.005 per job) are compared to the cost per improvement ($13,402), the resulting cost per demand units are $807.65 per person and $63.90 per job.

Figure P4. Parks and Open Space Improvements Level of Service and Cost Allocation

Improvements	*Units*	*Unit Cost**	*Total Replacement Cost*
Parking Spaces	767	$1,000	$767,000
Restrooms	13	$250,000	$3,250,000
Basketball Courts	2	$60,000	$120,000
Picnic Ramadas	9	$36,000	$324,000
Picnic Tables	53	$950	$50,350
Volleyball Courts	1	$40,000	$40,000
Softball Fields	3	$200,000	$600,000
Baseball Fields	1	$200,000	$200,000
Soccer Fields	2	$175,000	$350,000
Play Structures	4	$150,000	$600,000
Park Benches	15	$450	$6,750
Bleachers	22	$5,800	$127,600
Dugouts	8	$8,750	$70,000
Scoreboards	1	$6,700	$6,700
Tennis Courts	2	$60,000	$120,000
Pickleball Courts	2	$15,000	$30,000
Splash Pad	1	$20,000	$20,000
Competition Pool	1	$2,000,000	$2,000,000
Play Pool	1	$2,000,000	$2,000,000
Bath House	1	$1,500,000	$1,500,000
TOTAL	**909**	**$13,402**	**$12,182,400**

**Source: Town of Florence.*

Level-of-Service (LOS) Standards

Peak HH Population in 2018	14,480
Jobs in 2018	7,626
Residential Share	96%
Nonresidential Share	4%
LOS: Improvements per Person	**0.060**
LOS: Improvements per Job	**0.005**

Cost Analysis

Average Cost per Improvement	$13,402
Cost per Person	**$807.65**
Cost per Job	**$63.90**

PROJECTED DEMAND FOR SERVICES AND COSTS

ARS 9-463.05(E)(5) requires:

> *"The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria."*

As shown in Figure P5, the Land Use Assumptions projects an additional 4,433 persons and 3,719 jobs over the next ten years.

ARS 9-463.05(E)(6) requires:

> *"The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years."*

When applied to the existing LOS, new development will demand approximately 39 additional acres of parks and open space ((0.0083 LOS x (4,433 peak hh population increase)) + (0.0007 LOS x (3,719 jobs increase) = 39). Based on the average cost per acre of $10,000, the growth-related expenditure on park and open space land is approximately $390,000. Based on the average cost per improvement of $13,402, the growth-related expenditure on park and open space improvements is approximately $3.8 million (285 improvements x $13,402). The total projected growth-related expenditure on parks and open space infrastructure is $4.2 million.

Figure P5: Projected Demand for Park Infrastructure

Type of Infrastructure	Level of Service			Demand Unit	Average Cost
Land	Residential	0.0083	Acres	per Person	$10,000 per Acre
	Nonresidential	0.0007		per Job	
Improvements	Residential	0.060	Units	per Person	$13,402 per Unit
	Nonresidential	0.005		per Job	

	Need for Park Infrastructure				
	Year	Peak HH Population	Jobs	Acres	Improvements
Base	2018	14,480	7,626	125	909
Year 1	2019	14,926	7,902	128	937
Year 2	2020	15,369	8,188	132	965
Year 3	2021	15,812	8,484	136	993
Year 4	2022	16,255	8,791	140	1,022
Year 5	2023	16,698	9,172	144	1,050
Year 6	2024	17,141	9,571	148	1,079
Year 7	2025	17,584	9,987	152	1,107
Year 8	2026	18,027	10,420	156	1,136
Year 9	2027	18,470	10,873	160	1,165
Year 10	2028	18,913	11,345	164	1,194
Ten-Yr Increase		4,433	3,719	**39**	**285**
Growth-Related Expenditures =>				**$390,208**	**$3,817,598**

Total Growth-Related Expenditures	**$4,207,806**

IIP and Development Fee Report

The cost to prepare the Parks IIP and development fees totals $16,607. Florence plans to update its report every five years. Based on this cost, proportionate share, and five-year projections of new development from the *Land Use Assumptions*, the cost per person is $7.19 and the cost per job is $0.43.

Figure P6: IIP and Development Fee Report

Necessary Public Service	Cost	Assessed Against	Proportionate Share	Demand Unit*	2018	2023	Change	Cost per Demand Unit
Parks and Open Space	$16,607	Residential	96%	Peak HH Population	14,480	16,698	2,218	$7.19
		Nonresidential	4%	Jobs	7,626	9,172	1,546	$0.43

PARKS DEVELOPMENT FEES

Revenue Credit

A revenue credit is not necessary for the Park Facilities development fees, as there is no outstanding debt on existing parks.

Proposed Park Facilities Development Fees

Figure P7 provides a summary of the costs per demand unit used to calculate the parks development fees. As previously discussed, parks development fees are calculated for residential and nonresidential land uses. The total cost per residential demand unit is $897.39 per person and $70.86 per job. The proposed fee for a single-family unit is $2,175 ($897.39 x 2.42 persons per household) and represents an increase of $758 compared to the current single-family fee. The proposed fee for a square foot of commercial/retail development is $.17 ($70.86 x 2.34 jobs per square foot / 1,000) and is the same as the present commercial/retail fee. Similar calculations follow for the other nonresidential categories.

Figure P7: Schedule of Parks Development Fees

Fee Component	*Cost per Person*	*Cost per Job*
Park Land	$82.55	$6.53
Park Improvements	$807.65	$63.90
Development Fee Study	$7.19	$0.43
TOTAL	**$897.39**	**$70.86**

Residential (per unit)

Development Type	*Persons per Household*	*Proposed Fees*	*Current Fee*	*Increase / Decrease*
Single-Family	2.42	**$2,175**	$1,417	$758
Multifamily	1.80	**$1,616**	$1,148	$468

**Figure A1.*

Nonresidential (per square foot)

Development Type	*Jobs per 1,000 Sq. Ft.*	*Proposed Fees*	*Current Fee*	*Increase / Decrease*
Commercial/Retail	2.34	**$0.17**	$0.17	($0.00)
Office/Institutional	2.97	**$0.21**	$0.20	$0.01
Industrial/Flex	1.63	**$0.12**	$0.13	($0.01)

PROJECTED PARKS DEVELOPMENT FEE REVENUE

In accordance with state law, this report includes an IIP for park infrastructure needed to accommodate new development. Projected fee revenue shown in Figure P8 is based on the development projections in the *Land Use Assumptions* (Appendix A) and the updated development fees for parks. To the extent these assumptions change, the projected fee revenue will change accordingly. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase and development fee revenue will increase at a corresponding rate. If development occurs at a slower rate than is projected, the demand for infrastructure will also decrease, along with development fee revenue.

Anticipated development fee revenue over the next ten years is approximately $4.47 million, which almost equals the estimated growth cost for Parks and Recreation infrastructure over the same time period. Because this IIP includes only parks infrastructure demanded by future development, there is no cost to existing development.

Figure P8: Projected Parks Development Fee Revenue

	Growth Cost
Parks and Open Space Land	$390,208
Parks and Open Space Improvements	$3,817,598
Development Impact Fee Study	$16,607
TOTAL	**$4,224,413**

		Single-Family	*Multifamily*	*Commercial / Retail*	*Office / Institutional*	*Industrial / Flex*
		$2,175 per Housing Unit	**$1,616 per Housing Unit**	**$0.17 per Sq. Ft.**	**$0.21 per Sq. Ft.**	**$0.12 per Sq. Ft.**
Year		*Units*	*Units*	*KSF*	*KSF*	*KSF*
Base	2018	5,715	817	271	2,305	93
Year 1	2019	5,890	842	281	2,388	97
Year 2	2020	6,064	868	291	2,475	100
Year 3	2021	6,239	893	301	2,564	104
Year 4	2022	6,414	918	312	2,657	108
Year 5	2023	6,589	943	326	2,773	112
Year 6	2024	6,764	968	340	2,893	117
Year 7	2025	6,939	993	355	3,019	122
Year 8	2026	7,114	1,018	370	3,150	128
Year 9	2027	7,289	1,043	386	3,287	133
Year 10	2028	7,464	1,068	403	3,429	139
Ten-Yr Increase		**1,750**	**250**	**132**	**1,124**	**46**
10-Year Projected Revenue		**$3,805,417**	**$404,514**	**$21,910**	**$236,384**	**$5,253**
					Projected Revenue =>	**$4,473,478**

POLICE INFRASTRUCTURE IMPROVEMENTS PLAN

Police development fees are one of the infrastructure categories allowed under Arizona law. ARS 9-463.05 (T)(7)(f) defines the facilities and assets which can be included in the Police facilities IIP:

> *"Fire and police facilities, including all appurtenances, equipment and vehicles. Fire and police facilities do not include a facility or portion of a facility that is used to replace services that were once provided elsewhere in the municipality, vehicles and equipment used to provide administrative services, helicopters or airplanes or a facility that is used for training police and firefighters from more than one station or substation."*

Police development fees in the Town of Florence include facilities and vehicles. As a result of discussions with Town staff, equipment and fleet services are not included in the IIP and DIF study. State law requires Florence to have an adopted Infrastructure Improvements Plan (IIP) in order to assess development fees.

SERVICE AREA

The Town of Florence plans to provide a uniform level-of-service and equal service for Police Facilities throughout the Town.

METHODOLOGY

Police development fees use an incremental expansion methodology and allocate capital costs to residential development based on peak population, and nonresidential development based on nonresidential vehicle trip ends. This methodology allows Florence to maintain the current LOS standard as growth occurs. Development fee revenue collected using this methodology may not be used to replace or rehabilitate existing improvements.

Proportionate Share

ARS 9-463.05.B.3 states the development fee shall not exceed a proportionate share of the cost of necessary public services needed to serve new development. In Florence, police infrastructure standards, projected needs, and development fees are based on both residential and nonresidential development. As shown in Figure PO1, functional population was used to allocate police infrastructure and costs to residential and nonresidential development. Functional population is similar to what the U.S. Census Bureau calls "daytime population" by accounting for people living and working in a jurisdiction. Residents that don't work are assigned 20 hours per day to residential development and four hours per day to nonresidential development (annualized averages). Residents that work in Florence are assigned 14 hours to residential development and 10 hours to nonresidential development. Residents that work outside Florence are assigned 14 hours to residential development. Inflow commuters are assigned 10 hours to nonresidential development. Based on 2016 data sources, the cost allocation for residential development is 72% while nonresidential development accounts for 28% of the demand for public safety infrastructure.

Figure PO1: Public Safety Functional Population

Demand Units in 2016					
Residential				*Demand Hrs/Day*	*Person Hours*
Population[1]	12,401				
Residents Not Working		9,257		20	185,140
Employed Residents		3,144			
Employed in Florence			477	14	6,678
Employed Outside Florence			2,667	14	37,338
			Residential Subtotal		229,156
			Residential Share =>		**72%**
Nonresidential					
Non-working Residents		9,257		4	37,028
Jobs Located in Florence		5,418			
Residents employed in Florence			477	10	4,770
Non-resident Workers (inflow commuters)			4,941	10	49,410
			Nonresidential Subtotal		91,208
			Nonresidential Share =>		**28%**
				TOTAL	320,364

Source: U.S. Census Bureau, OnTheMap Web Application, LEHD Origin-Destination Employment Statistics.

1. 2016 ACS Population estimate, less group quarters population.

Ratio of Service Units to Development Units

ARS 9-463.05(E)(4) requires:

> *"A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial/retail, industrial, and office/other services."*

Figure PO2 displays the ratio of a service unit to various types of land uses for residential and nonresidential development. The residential development table displays the persons per household for single-family (or single unit) and multifamily units.

Nonresidential development fees are calculated using trips as the service unit. TischlerBise recommends using nonresidential vehicle trips as the best demand indicator for police facilities and vehicles. Trip generation rates are used for nonresidential development because vehicle trips are highest for commercial/retail developments, such as shopping centers, and lowest for industrial development. Office and institutional trip rates fall between the other two categories. This ranking of trip rates is consistent

with the relative demand for police from nonresidential development. Other possible nonresidential demand indicators, such as employment or floor area, will not accurately reflect the demand for service. For example, if employees per thousand square feet were used as the demand indicator, police development fees would be too high for office and institutional development because offices typically have more employees per 1,000 square feet than retail uses. If floor area were used as the demand indicator, police development fees would be too high for industrial development.

Trip generation rates are from the reference book Trip Generation published by the Institute of Transportation Engineers (ITE 10th Edition 2017). A vehicle trip end represents a vehicle either entering or exiting a development (as if a traffic counter were placed across a driveway). To calculate development fees, trip generation rates require an adjustment factor to avoid double counting each trip at both the origin and destination points. Therefore, the basic trip adjustment factor is 50%.

For commercial development, the trip adjustment factor is less than 50% because retail development and some services attract vehicles as they pass by on arterial and collector roads. For example, when someone stops at a convenience store on the way home from work, the convenience store is not the primary destination. For the average shopping center, the ITE data indicates that 34% of the vehicles that enter are passing by on their way to some other primary destination. The remaining 66% of attraction trips have the commercial site as their primary destination. Because attraction trips are half of all trips, the trip adjustment factor is 66% multiplied by 50%, or approximately 33% of the trip ends. These factors are shown to derive inbound vehicle trips for each type of nonresidential land use.

Figure PO2: Police Facilities Ratio of Service Unit to Development Unit

Residential Development	
Land Use	***Persons per Household***
Single-Family	2.42
Multi-Family	1.80

Source: TischlerBise Land Use Assumptions.

Nonresidential Development per KSF			
Land Use	***Weekday Trip Ends (a)***	***Trip Adjustment (b)***	***Inbound Vehicle Trips (a x b)***
Commercial/Retail	37.75	33%	12.46
Office/Institutional	9.74	50%	4.87
Industrial/Flex	4.96	50%	2.48

Source: Trip Generation , Institute of Transportation Engineers, 2017. On an average weekday, half of all trip ends are inbound. Commercial/Retail development includes a 34% pass-by adjustment (i.e. 66% of trips are primary trips).

ANALYSIS OF CAPACITY, USAGE, AND COSTS OF EXISTING SERVICES

ARS 9-463.05(E)(1) requires:

> *"A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable."*

ARS 9-463.05(E)(2) requires:

> *"An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable."*

Police Facilities

Police development fees contain a cost component for facilities, which are calculated using the incremental expansion method. The Town of Florence plans to increase square footage as demanded by growth in order to maintain the current level of service standard. As shown in Figure PO3, the Police Department currently uses three spaces totaling 14,016 square feet, with a total replacement cost of $4,092,672. This is based on a replacement cost per square of $292, provided by Town of Florence staff.

The current level of service is based on the residential and nonresidential proportionate shares of public safety demand, and 2018 peak household population (14,480) for residential development and 2018 nonresidential vehicle trips totaling 14,830 for nonresidential development. Based on these factors, the current residential level of service is 0.70 square feet per person (14,016 square feet x 72 percent residential proportionate share / 14,480 persons). The nonresidential level of service equals 0.26 square feet per nonresidential trip (14,016 square feet x 28 percent nonresidential proportionate share / 14,830 nonresidential trips). When the residential and nonresidential levels of service (0.70 square feet per person and 0.26 square feet per nonresidential trip) are compared to the cost per square foot ($292), the resulting cost per demand units are $203.50 per person and $77.27 per nonresidential vehicle trip.

Figure PO3: Police Facilities Level of Service and Cost Allocation

Station	Floor Area (Sq. Ft.)	Replacement Cost
Station 1	8,400	$2,452,800
Substation	1,200	$350,400
Evidence Building	4,416	$1,289,472
TOTAL	**14,016**	**$4,092,672**

Level-of-Service (LOS) Standards	
Peak HH Population in 2018	14,480
Nonres. Vehicle Trip Ends in 2018	14,830
Residential Share	72%
Nonresidential Share	28%
LOS: Square Feet per Person	**0.70**
LOS: Square Feet per Vehicle Trip End	**0.26**

Cost Analysis	
Cost per Square Foot*	$292.00
Cost per Person	**$203.50**
Cost per Vehicle Trip End	**$77.27**

**Source: Town of Florence.*

Police Vehicles

Development fees will be used to expand Florence's inventory of Police vehicles as demanded by new development. Figure PO4 lists the current vehicle inventory which totals 43 vehicles with a replacement value of $2,053,000. This equates to a weighted average replacement cost per vehicle of $47,444. As previously discussed, the public safety functional population is used to allocate service demand to residential and nonresidential development. The Town's existing LOS standard for residential development is 0.0021 vehicles per person (43 vehicles x 72 percent residential proportionate share / 14,458 peak population in households). The nonresidential LOS standard is 0.0008 vehicles per nonresidential vehicle trip (43 vehicles x 28 percent nonresidential proportionate share / 14,830 nonresidential vehicle trips). When the residential and nonresidential levels of service (0.0021 vehicles per person and 0.0008 vehicles per nonresidential trip) are compared to the weighted average replacement cost per vehicle ($47,444), the resulting cost per demand units are $102.08 per person and $38.76 per nonresidential vehicle trip.

Figure PO4: Police Vehicles Level of Service and Cost Allocation

Vehicle	Number	Unit Cost*	Total Replacement Cost
Patrol Sedan (CV)	15	$50,000.00	$750,000
Chevrolet Tahoe	12	$50,000.00	$600,000
Pick-up Truck	4	$45,000.00	$180,000
Ford Expedition	5	$50,000.00	$250,000
Ford Explorer	4	$47,000.00	$188,000
Chevrolet Van	1	$35,000.00	$35,000
Ford Escape	1	$25,000.00	$25,000
Chevrolet Malibu	1	$25,000.00	$25,000
TOTAL	**43**	**$47,744**	**$2,053,000**

**Source: Town of Florence. Includes cost of equipment.*

Level-of-Service (LOS) Standards

Peak HH Population in 2018	14,480
Nonresidential Vehicle Trip Ends in 2018	14,830
Residential Share	72%
Nonresidential Share	28%
LOS: Vehicles per Person	**0.0021**
LOS: Vehicles per Vehicle Trip End	**0.0008**

Cost Analysis

Average Cost per Vehicle	$47,744
Cost per Person	**$102.08**
Cost per Vehicle Trip End	**$38.76**

PROJECTED DEMAND FOR SERVICES AND COSTS

ARS 9-463.05(E)(5) requires:

> *"The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria."*

As shown in Figure PO5, the Land Use Assumptions projects an additional 4,433 persons and 7,233 trip ends over the next ten years.

ARS 9-463.05(E)(6) requires:

> *"The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years."*

When applied to the existing LOS, future development is projected to generate demand for an additional 5,003 square feet of police facility space. Based on the average cost of $292 per square foot, the growth-

related expenditure on police space is approximately $1.46 million. Based on these same development projections, future development will generate demand for approximately 15 additional police vehicles. The growth-related expenditure on police vehicles is approximately $732,000.

Figure PO5: Projected Demand for Police Infrastructure

Type of Infrastructure	*Level of Service*			*Demand Unit*	*Average Cost*
Facilities	Residential	0.70	Square Feet	per Person	$292 per SF
	Nonresidential	0.26		per Trip End	
Vehicles	Residential	0.0021	Vehicles	per Person	$47,744 per Vehicle
	Nonresidential	0.0008		per Trip End	

	Need for Police Infrastructure				
	Year	*Peak HH Population*	*Trip Ends*	*Facilities (SF)*	*Vehicles*
Base	2018	14,480	14,830	14,016	43
Year 1	2019	14,926	15,366	14,469	44
Year 2	2020	15,369	15,922	14,925	46
Year 3	2021	15,812	16,498	15,386	47
Year 4	2022	16,255	17,095	15,852	49
Year 5	2023	16,698	17,837	16,357	50
Year 6	2024	17,141	18,612	16,871	52
Year 7	2025	17,584	19,420	17,394	53
Year 8	2026	18,027	20,264	17,926	55
Year 9	2027	18,470	21,144	18,467	57
Year 10	2028	18,913	22,063	19,019	58
Ten-Yr Increase		4,433	7,233	**5,003**	**15**
Growth-Related Expenditures =>				**$1,460,893**	**$732,825**

Total Growth-Related Expenditures	**$2,193,718**

IIP and Development Fee Report

The cost to prepare the Police IIP and development fees totals $16,670. Florence plans to update its report every five years. Based on this cost, proportionate shares, and five-year projections of new residential and nonresidential development from the *Land Use Assumptions*, the cost per person is $5.39 and the cost per nonresidential vehicle trip is $1.55.

Figure PO6: IIP and Development Fee Report

Necessary Public Service	Cost	Assessed Against	Proportionate Share	Demand Unit*	2018	2023	Change	Cost per Demand Unit
Police	$16,607	Residential	72%	Peak HH Population	14,480	16,698	2,218	$5.39
		Nonresidential	28%	Vehicle Trips	14,830	17,837	3,007	$1.55

Police Development Fees

Revenue Credit

A revenue credit is not necessary for the Police Facilities development fees, as there is no outstanding debt on existing Police stations.

Proposed Police Facilities Development Fees

Infrastructure standards and cost factors for police fees are summarized in the upper portion of Figure PO7. Development fees for residential development are determined by type of housing unit. The cost per person is $310.97, therefore the Police fee for a single-family dwelling unit is $754 ($310.97 per person x 2.42 persons per household). Proposed development fees for single-family units increase by $147 from the current fees while proposed fees for multifamily units increase by $68 from the current fees.

Nonresidential development fees are calculated per square foot of floor area. The capital cost per nonresidential vehicle trip is $117.58. To calculate the fee for nonresidential development, multiply the capital cost by the average weekday vehicle trip end factor and trip rate adjustment factor. This value is then divided by 1,000 because average weekday vehicle trip ends are based on 1,000 square feet while development fees are assessed per square foot. For example, the Police fee per square foot of commercial/retail development is $1.46 (($117.58 cost per vehicle trip x 37.75 trips per 1,000 square feet of floor area x 0.33 trip adjustment) / 1,000). This represents an increase of $1.03 over the current fees, while police fees for office/institutional and industrial/flex development increase by $0.17 and $0.16 respectively.

Figure PO7: Schedule of Police Development Fees

Fee Component	Cost per Person	Cost per Vehicle Trip
Police Facilities	$203.50	$77.27
Police Vehicles	$102.08	$38.76
Development Fee Study	$5.39	$1.55
TOTAL	**$310.97**	**$117.58**

Residential (per unit)

Development Type	Persons per Household	Proposed Fees	Current Fee	Increase / Decrease
Single-Family	2.42	**$754**	$607	$147
Multifamily	1.80	**$560**	$492	$68

**Figure A1.*

Nonresidential (per square foot)

Development Type	Trips per 1,000 Sq. Ft.	Trip Rate Adjustment	Proposed Fees	Current Fee	Increase / Decrease
Commercial/Retail	37.75	33%	**$1.46**	$0.44	$1.03
Office/Institutional	9.74	50%	**$0.57**	$0.40	$0.17
Industrial/Flex	4.96	50%	**$0.29**	$0.13	$0.16

PROJECTED POLICE DEVELOPMENT FEE REVENUE

Projected fee revenue shown in Figure PO10 is based on the development projections in the *Land Use Assumptions* (see Appendix A) and the updated Police development fees (see Figure PO7). If development occurs at a faster rate than projected, the demand for infrastructure will increase along with development fee revenue. If development occurs at a slower rate than projected, the demand for infrastructure will decrease and development fee revenue will decrease at a similar rate. Anticipated development fee revenue is approximately $2.29 million over the next ten years.

Figure PO8: Projected Revenue from Police Development Fees

	Growth Cost	*Total Cost*
Police Facilities	$1,460,893	$1,460,893
Police Vehicles	$732,825	$732,825
Development Impact Fee Study	$16,607	$16,607
TOTAL	**$2,210,325**	**$2,210,325**

Police Development Impact Fee Revenue

		Single-Family	*Multifamily*	*Commercial / Retail*	*Office / Institutional*	*Industrial / Flex*
		$754 per Housing Unit	**$560 per Housing Unit**	**$1.46 per Sq. Ft.**	**$0.57 per Sq. Ft.**	**$0.29 per Sq. Ft.**
Year		*Units*	*Units*	*KSF*	*KSF*	*KSF*
Base	2017	5,715	817	271	2,305	93
Year 1	2018	5,890	842	281	2,388	97
Year 2	2019	6,064	868	291	2,475	100
Year 3	2020	6,239	893	301	2,564	104
Year 4	2021	6,414	918	312	2,657	108
Year 5	2022	6,589	943	326	2,773	112
Year 6	2023	6,764	968	340	2,893	117
Year 7	2024	6,939	993	355	3,019	122
Year 8	2025	7,114	1,018	370	3,150	128
Year 9	2026	7,289	1,043	386	3,287	133
Year 10	2027	7,464	1,068	403	3,429	139
Ten-Yr Increase		1,750	250	132	1,124	46
10-year projected revenue		$1,318,665	$140,173	$193,398	$643,753	$13,295
					Projected Revenue =>	**$2,290,091.60**

FIRE INFRASTRUCTURE IMPROVEMENTS PLAN

Fire development fees are one of the infrastructure categories allowed under Arizona law. ARS 9-463.05 (T)(7)(f) defines the facilities and assets which can be included in the Fire facilities IIP:

> *"Fire and police facilities, including all appurtenances, equipment and vehicles. Fire and police facilities do not include a facility or portion of a facility that is used to replace services that were once provided elsewhere in the municipality, vehicles and equipment used to provide administrative services, helicopters or airplanes or a facility that is used for training police and firefighters from more than one station or substation."*

Fire development fees in the Town of Florence include facilities and vehicles. As a result of discussions with Town staff, the DIF study will not include equipment. State law requires Florence to have an adopted infrastructure improvement plan (IIP) in order to assess development fees.

SERVICE AREA

The Town of Florence plans to provide a uniform level-of-service and equal service for Fire Facilities throughout the Town.

METHODOLOGY

Fire development fees use an incremental expansion methodology and allocate capital costs to residential development based on peak population, and nonresidential development based on number of jobs. This methodology allows Florence to maintain the current LOS standard as growth occurs. Development fee revenue collected using this methodology may not be used to replace or rehabilitate existing improvements.

Proportionate Share

ARS 9-463.05.B.3 states the development fee shall not exceed a proportionate share of the cost of necessary public services needed to serve new development. In Florence, fire and emergency medical services infrastructure standards, projected needs, and development fees are based on both residential and nonresidential development. As shown in Figure F1, functional population was used to allocate fire infrastructure and costs to residential and nonresidential development. Functional population is similar to what the U.S. Census Bureau calls "daytime population" by accounting for people living and working in a jurisdiction. Residents that don't work are assigned 20 hours per day to residential development and four hours per day to nonresidential development (annualized averages). Residents that work in Florence are assigned 14 hours to residential development and 10 hours to nonresidential development. Residents that work outside Florence are assigned 14 hours to residential development. Inflow commuters are assigned 10 hours to nonresidential development. Based on 2016 data sources, the cost allocation for residential development is 72% while nonresidential development accounts for 28% of the demand for fire infrastructure.

Figure F1: Fire/EMS Functional Population

Demand Units in 2016					
Residential				*Demand Hrs/Day*	*Person Hours*
Population[1]	12,401				
Residents Not Working		9,257		20	185,140
Employed Residents		3,144			
Employed in Florence			477	14	6,678
Employed Outside Florence			2,667	14	37,338
			Residential Subtotal		229,156
			Residential Share =>		**72%**
Nonresidential					
Non-working Residents		9,257		4	37,028
Jobs Located in Florence		5,418			
Residents employed in Florence			477	10	4,770
Non-resident Workers (inflow commuters)			4,941	10	49,410
			Nonresidential Subtotal		91,208
			Nonresidential Share =>		**28%**
				TOTAL	320,364

Source: U.S. Census Bureau, OnTheMap Web Application, LEHD Origin-Destination Employment Statistics.

1. 2016 ACS Population estimate, less group quarters population.

Ratio of Service Unit to Development Unit

ARS 9-463.05(E)(4) requires:

> *"A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial/retail, industrial, and office/institutional."*

Figure F2 displays the ratio of a service unit to various types of land uses for residential and nonresidential development. The residential development table displays the persons per household for single-family (or single unit) and multifamily units. The nonresidential development table displays the number of employees per thousand square feet for three different types of nonresidential development.

Figure F2: Fire/EMS Facilities Ratio of Service Unit to Development Unit

Residential Development	
Land Use	***Persons per Household***
Single-Family	2.42
Multifamily	1.80

Source: TischlerBise Land Use Assumptions.

Nonresidential Development per KSF	
Land Use	***Employees per KSF***
Commercial/Retail	2.34
Office/Institutional	2.97
Industrial/Flex	1.63

Source: Institute of Transportation Engineers, 2017.

Analysis of Capacity, Usage, and Costs of Existing Services

ARS 9-463.05(E)(1) requires:

> *"A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable."*

ARS 9-463.05(E)(2) requires:

> *"An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable."*

Fire/EMS Facilities

Fire development fees contain a cost component for facilities. The incremental expansion method is used for facilities, and the Town of Florence will increase square footage as growth demands, most likely for the planned station near the Monarch Development. As shown in Figure F3, Fire Department facilities currently total 24,300 square feet, with an estimated replacement cost of $5,005,800.

The current level of service is based on the residential and nonresidential proportionate shares of demand detailed in Figure F1, the 2018 peak household population of 14,480 for residential development, and the 2018 job level of 7,626 for nonresidential development. The current residential LOS is 1.21 square feet per person (24,300 square feet x 72 percent residential share / 14,480 peak household population). The nonresidential level of service equals 0.89 square feet per job (24,300 square feet x 28 percent

nonresidential share / 7,626 jobs). Based on current level of service standards and the development projections detailed in Appendix A *Land Use Assumptions,* the cost per person is $248.90 and the cost per job is $183.80.

Figure F3: Fire/EMS Facilities Inventory

Station	Floor Area (Sq. Ft.)	Replacement Cost/SF*	Replacement Cost
Station 1: Central	12,500	$206	$2,575,000
Station 2: Anthem[1]	11,800	$206	$2,430,800
TOTAL	**24,300**	**$206**	**$5,005,800**

1. Less the 1,200 square foot police substation located inside the Fire Station.

Level-of-Service (LOS) Standards

Peak HH Population in 2018	14,480
Jobs in 2018	7,626
Residential Share	72%
Nonresidential Share	28%
LOS: Square Feet per Person	**1.21**
LOS: Square Feet per Job	**0.89**

Cost Analysis

Cost per Square Foot*	$206
Cost per Person	**$248.90**
Cost per Job	**$183.80**

**Based on the cost of the Anthem Fire Station*

Fire Apparatus

Development fees will be used to expand Florence's inventory of fire apparatus as growth demands. Figure F4 lists the current apparatus inventory which totals 11 vehicles with a replacement value of $5,515,000. This equates to a weighted average replacement cost per apparatus of $501,364. As previously discussed, the fire and emergency medical services functional population is used to allocate service demand to residential and nonresidential development. The Town's existing LOS standard for residential development is 0.0005 apparatus per person (11 apparatus x 72 percent residential proportionate share / 14,480 peak population in households). The nonresidential LOS standard is 0.0004 apparatus per job (12 apparatus x 28 percent nonresidential proportionate share / 7,626 jobs). When the residential and nonresidential levels of service are compared to the weighted average replacement cost per vehicle ($501,364), the resulting cost per demand units are $251.37 per person and $185.62 per job.

Figure F4: Fire Apparatus Inventory

Vehicle	Year	Make	Replacement Cost*
75' Lance Ladder Truck #122	1998	Pierce	$1,700,000.00
Contender Pumper #126	2002	Pierce	$750,000.00
F-150 Truck #140	2008	Ford	$45,000.00
Super Duty F-550 #131	2006	Ford	$65,000.00
F-150 Truck #133	2004	Ford	$45,000.00
F-150 FWD #136	2012	Ford	$45,000.00
Water Tender #135	1987	Ford	$260,000.00
F-150 FWD #137	2012	Ford	$45,000.00
Velocity Pumper Fire Engine #138	2012	Pierce	$750,000.00
Ambulance #134	2008	Ford	$110,000.00
Velocity 100 Ft. Platform Ladder	2014	Pierce	$1,700,000.00
TOTAL	**11**	**$501,364**	**$5,515,000**

**Source: Town of Florence.*

Level-of-Service (LOS) Standards

Peak HH Population in 2018	14,480
Jobs in 2018	7,626
Residential Share	72%
Nonresidential Share	28%
LOS: Vehicles per Person	**0.0005**
LOS: Vehicles per Job	**0.0004**

Cost Analysis

Average Cost per Vehicle	$459,583
Cost per Person	**$251.37**
Cost per Job	**$185.62**

PROJECTED DEMAND FOR SERVICES AND COSTS

ARS 9-463.05(E)(5) requires:

> *"The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria."*

As shown in Figure F5, the Land Use Assumptions projects an additional 4,455 persons and 3,719 jobs over the next ten years.

ARS 9-463.05(E)(6) requires:

> *"The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years."*

Using the previously discussed level of service standards, future development will demand approximately 8,674 additional square feet of fire station space. Based on the average cost per square foot of $292, the growth-related expenditure on facilities is approximately $2.52 million). Future development will demand 4 additional apparatus, at a cost of approximately $1.8 million.

Figure F5: Projected Demand for Fire Infrastructure

Type of Infrastructure	Level of Service			Demand Unit	Average Cost
Facilities	Residential	1.21	Square Feet	per Person	$292 per SF
	Nonresidential	0.89		per Job	
Vehicles	Residential	0.0005	Vehicles	per Person	$459,583 per Vehicle
	Nonresidential	0.0004		per Job	

	Need for Fire Infrastructure				
	Year	Peak HH Population	Jobs	Facilities (SF)	Vehicles
Base	2018	14,480	7,626	24,300	11
Year 1	2019	14,926	7,902	25,085	11
Year 2	2020	15,369	8,188	25,875	12
Year 3	2021	15,812	8,484	26,675	12
Year 4	2022	16,255	8,791	27,484	12
Year 5	2023	16,698	9,172	28,359	13
Year 6	2024	17,141	9,571	29,250	13
Year 7	2025	17,584	9,987	30,156	14
Year 8	2026	18,027	10,420	31,078	14
Year 9	2027	18,470	10,873	32,017	14
Year 10	2028	18,913	11,345	32,974	15
Ten-Yr Increase		4,433	3,719	**8,674**	**4**
		Growth-Related Expenditures =>		**$2,529,907**	**$1,804,548**

Total Growth-Related Expenditures	**$4,334,455**

IIP and Development Fee Report

The cost to prepare the Fire IIP and development fees totals $16,670. Florence plans to update its report every five years. Based on this cost, proportionate share, and five-year projections of new residential and nonresidential development from the *Land Use Assumptions*, the cost per person is $5.84 and per job is $2.36.

Figure F6: IIP and Development Fee Report

Necessary Public Service	Cost	Assessed Against	Proportionate Share	Demand Unit*	2018	2023	Change	Cost per Demand Unit
Fire and Rescue	$16,607	Residential	78%	Peak Population	14,480	16,698	2,218	$5.84
		Nonresidential	22%	Jobs	7,626	9,172	1,546	$2.36

FIRE DEVELOPMENT FEES

Revenue Credit

It is likely that the Town of Florence will issue debt to construct future fire station construction. To ensure that new development does not "double pay" through the development fee and again through other revenue, a credit is included for principal payments on this future debt. A credit is not necessary for interest payments because interest costs are not included in the development fee calculation. However, since an incremental expansion method is used to determine the development fee, the exact year of the debt issuance is not known. For purposes of determining the principal payment credit, TischlerBise used the projected facility/apparatus needs and cost from Figure F5 ($4.33 million) and assumed the debt is issues in year 1, with a 20-year term. As shown in Figure F7, the annual principal payments totaling $4.33 million are divided by the projected increase in population and employment over a 20-year period to determine a per person and job credit. For example, in 2019 (Year 1), the annual principal payment ($216,723) is multiplied by the residential proportionate share factor (72 percent) to determine a residential share of $156,040, which is divided by projected peak household population in 2019 of 14,926 for a payment per person of $10.45. A similar calculation is done for the nonresidential share. To account for the time value of money, annual payments per person and job are discounted using a net present value formula based on the projected interest rate of 4.5%. The total net present value of future principal payments per person is $112.13 and $75.38 per job. These amounts are subtracted from the gross capital cost per person and job to derive a net capital cost per person and job.

Figure F7: Principal Payment Credit

Year	Principal Payments	Residential Share (72%)	Projected Persons	Credit per Person	Nonresidential Share (28%)	Projected Demand	Credit per Job
1	$216,723	$156,040	14,926	$10.45	$60,682	7,902	$7.68
2	$216,723	$156,040	15,369	$10.15	$60,682	8,188	$7.41
3	$216,723	$156,040	15,812	$9.87	$60,682	8,484	$7.15
4	$216,723	$156,040	16,255	$9.60	$60,682	8,791	$6.90
5	$216,723	$156,040	16,698	$9.34	$60,682	9,172	$6.62
6	$216,723	$156,040	17,141	$9.10	$60,682	9,571	$6.34
7	$216,723	$156,040	17,584	$8.87	$60,682	9,987	$6.08
8	$216,723	$156,040	18,027	$8.66	$60,682	10,420	$5.82
9	$216,723	$156,040	18,470	$8.45	$60,682	10,873	$5.58
10	$216,723	$156,040	18,913	$8.25	$60,682	11,345	$5.35
11	$216,723	$156,040	19,312	$8.08	$60,682	11,744	$5.17
12	$216,723	$156,040	19,711	$7.92	$60,682	12,143	$5.00
13	$216,723	$156,040	20,110	$7.76	$60,682	12,542	$4.84
14	$216,723	$156,040	20,509	$7.61	$60,682	12,941	$4.69
15	$216,723	$156,040	20,908	$7.46	$60,682	13,340	$4.55
16	$216,723	$156,040	21,307	$7.32	$60,682	13,739	$4.42
17	$216,723	$156,040	21,706	$7.19	$60,682	14,138	$4.29
18	$216,723	$156,040	22,105	$7.06	$60,682	14,537	$4.17
19	$216,723	$156,040	22,504	$6.93	$60,682	14,936	$4.06
20	$216,723	$156,040	22,903	$6.81	$60,682	15,335	$3.96
Total	**$4,334,455**	**$3,120,808**	**7,977**		**$1,213,647**		**$110.08**
Discount Rate			**4.5%**				**4.5%**
Net Present Value			**$112.13**				**$75.38**

**Person and job projections from year 11-20 based on a straighline projection using the annual average from years 1-10*

Proposed Fire Facilities Development Fees

Infrastructure standards and cost factors for fire fees are summarized in the upper portion of Figure F8. The conversion of infrastructure costs per service unit into a cost per development unit is also shown in the table below. The net cost per person is $399.39. Development fees for residential development are based on the type of housing unit and persons per household factors. For example, the fee for a single-family unit is $968 based on a cost factor of $399.39 per person and an average of 2.42 persons per household ($399.39 x 2.42).

Nonresidential development fees are stated per square foot of floor area. The fire fee of $0.49 per square foot of industrial development is derived from a capital cost of $300.68 per job multiplied by 1.63 jobs per 1,000 square feet divided by 1,000 square feet.

Figure F8: Schedule of Fire Development Fees

Fee Component	Cost per Person	Cost per Job
Fire Facilities	$248.90	$183.80
Fire Vehicles	$251.37	$185.62
Development Fee Study	$5.84	$2.36
Credit	($106.72)	($71.09)
TOTAL	**$399.39**	**$300.68**

Residential (per unit)

Development Type	Persons per Household	Proposed Fees	Current Fee	Increase / Decrease
Single-Family	2.42	**$968**	$917	$51
Multifamily	1.80	**$719**	$743	($24)

**Figure A1.*

Nonresidential (per square foot)

Development Type	Jobs per 1,000 Sq. Ft.	Proposed Fees	Current Fee	Increase / Decrease
Commercial/Retail	2.34	**$0.70**	$0.66	$0.04
Office/Institutional	2.97	**$0.89**	$0.61	$0.29
Industrial/Flex	1.63	**$0.49**	$0.20	$0.29

PROJECTED FIRE DEVELOPMENT FEE REVENUE

Projected fee revenue shown in Figure F9 is based on the development projections in the *Land Use Assumptions* (see Appendix A) and the updated Fire development fees (see Figure F8). If development occurs at a faster rate than projected, the demand for infrastructure will increase along with development fee revenue. If development occurs at a slower rate than projected, the demand for infrastructure will decrease and development fee revenue will decrease at a similar rate. Anticipated development fee revenue is approximately $2.9 million over the next ten years.

Figure F9: Projected Fire Development Fee Revenue

	Growth Cost	*Total Cost*
Fire Facilities	$2,529,907	$2,529,907
Fire Vehicles	$1,804,548	$1,804,548
Development Impact Fee Study	$16,607	$16,607
TOTAL	**$4,351,062**	**$4,351,062**

Fire Development Impact Fee Revenue

		Single-Family	*Multifamily*	*Commercial / Retail*	*Office / Institutional*	*Industrial / Flex*
		$968 per Housing Unit	**$719 per Housing Unit**	**$0.70 per Sq. Ft.**	**$0.89 per Sq. Ft.**	**$0.49 per Sq. Ft.**
Year		*Households*	*Households*	*KSF*	*KSF*	*KSF*
Base	2017	5,437	778	271	2,305	93
Year 1	2018	5,607	802	281	2,388	97
Year 2	2019	5,773	826	291	2,475	100
Year 3	2020	5,940	850	301	2,564	104
Year 4	2021	6,107	874	312	2,657	108
Year 5	2022	6,273	897	326	2,773	112
Year 6	2023	6,440	921	340	2,893	117
Year 7	2024	6,606	945	355	3,019	122
Year 8	2025	6,773	969	370	3,150	128
Year 9	2026	6,939	993	386	3,287	133
Year 10	2027	7,106	1,017	403	3,429	139
	Ten-Yr Increase	1,669	239	132	1,124	46
	10-year projected revenue	$1,615,453	$171,722	$92,972	$1,003,040	$22,290
					Projected Revenue =>	**$2,905,477**

STREETS INFRASTRUCTURE IMPROVEMENTS PLAN

ARS 9-463.05 (T)(7)(f) defines the facilities and assets which can be included in the Street Facilities IIP:

> *"Street facilities located in the service area, including arterial or collector streets or roads that have been designated on an officially adopted plan of the municipality, traffic signals and rights-of-way and improvements thereon."*

The Street Facilities IIP includes components for arterial street improvements and the cost of professional services for preparing the Street Facilities IIP and Development Fees. A hybrid of the plan-based and incremental expansion methodologies is used to calculate the Street Facilities IIP and Fees.

SERVICE AREA

The Town of Florence plans to provide a uniform level-of-service and equal service for Streets infrastructure throughout the Town. However, the Town recently negotiated a development agreement with developers in the Merrill Ranch Community Facilities District. In recognition of the roadway infrastructure constructed by the developers, the Town and developers agreed to a reduction in the street development fee calculated as part of this study.

METHODOLOGY

Streets development fees use a hybrid of the plan-based and incremental expansion methodologies and allocate capital costs to residential and nonresidential development based on vehicle miles of travel using average weekday vehicle trip ends and average trip lengths. This methodology allows Florence to maintain the current LOS standard as growth occurs. Development fee revenue collected using this methodology may not be used to replace or rehabilitate existing improvements.

Proportionate Share

ARS 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to provide necessary public services to the development. Trip length, trip generation rates and trip adjustment factors are used to determine the proportionate impact of residential, commercial, office, and industrial land uses on the Town's streets network.

RATIO OF SERVICE UNITS TO LAND USE

Service Units

The appropriate service unit for the streets development impact fees is vehicle miles of travel (VMT). VMT creates the link between supply (roadway capacity) and demand (traffic generated by new development). Components used to determine VMT include: trip generation rates, adjustments for commuting patterns and pass-by trips, and trip length weighting factors, are discussed further in this section.

Figure S1: Summary of Service Units

Development Type	ITE Code	Weekday VTE	Development Unit	Trip Adj	Trip Length Wt Factor
Single Family	210	6.20	HU	63%	121%
Multi-Family	220	4.30	HU	63%	121%
Commercial/Retail	820	37.75	KSF	33%	66%
Office/Institutional	710	9.74	KSF	50%	73%
Industrial/Flex	110	4.96	KSF	50%	73%

Trip Generation Rates

For nonresidential development the trip generation rates are from the 10th edition of the reference book *Trip Generation* published by the Institute of Transportation Engineers (2017). A vehicle trip end represents a vehicle either entering or exiting a development (as if a traffic counter were placed across a driveway). As an alternative to using the national average trip generation rate for residential development, the Institute of Transportation Engineers (ITE) publishes regression curve formulas that may be used to derive custom trip generation rates using local demographic data. This is explained in more detail in Appendix A: Land Use Assumptions.

Adjustments for Commuting Patterns and Pass-By Trips

To calculate Street Facilities Development Fees, trip generation rates require an adjustment factor to avoid double counting each trip at both the origin and destination points. Therefore, the basic trip adjustment factor is 50%. As discussed further below, the development fee methodology includes additional adjustments to make the fees proportionate to the infrastructure demand for particular types of development.

Residential development has a larger trip adjustment factor of 63% to account for commuters leaving Florence for work. According to the 2009 National Household Travel Survey, weekday work trips are typically 31% of production trips (i.e., all out-bound trips, which are 50% of all trip ends). As shown in Figure S2, the Census Bureau's web application OnTheMap indicates that 85% of resident workers traveled outside the city for work in 2015. In combination, these factors (0.31 X 0.50 X 0.85 = .13) support the additional 13% allocation of trips to residential development.

Figure S2: Inflow/Outflow Analysis

Trip Adjustment Factors for Commuters [1]	
Employed Residents	3,144
Residents Working and Living in Florence	477
Residents Commuting Outside Florence for Work	2,667
Percent Commuting out of Florence	**85%**
Additional Production Trips[2]	**13%**
Residential Trip Adjustment Factor	**63%**

1. U.S. Census Bureau, OnTheMap Application and LEHD Origin-Destination Employment Statistics, 2015.
2. According to the National Household Travel Survey (2009), home-based work trips are typically 30.99% of "production" trips, in other words, out-bound trips (which are 50% of all trip ends). Also, LED OnTheMap data from 2015 indicate that 85% of Florence's workers travel outside the town for work. In combination, these factors (0.3099 x 0.50 x 0.848) account for 13% of additional production trips. The total adjustment factor for residential trips includes attraction trips (50% of trip ends) plus the journey-to-work commuting adjustment (13% of production trips) for a total of 63%.
http://nhts.ornl.gov/publications.shtml; Summary of Travel Trends - Table 30.

For commercial development, the trip adjustment factor is less than 50% because retail development and some services attract vehicles as they pass by on arterial and collector roads. For example, when someone stops at a convenience store on the way home from work, the convenience store is not the primary destination. For the average shopping center, the ITE data indicates that 34% of the vehicles that enter are passing by on their way to some other primary destination. The remaining 66% of attraction trips have the commercial site as their primary destination. Because attraction trips are half of all trips, the trip adjustment factor is 66% multiplied by 50%, or approximately 33% of the trip ends. These factors are shown to derive inbound vehicle trips for each type of nonresidential land use.

Trip Length Weighting Factor by Type of Land Use

The Street Development Fee methodology includes a percentage adjustment, or weighting factor, to account for trip length variation by type of land use. As documented in Table 6 of the 2009 National Household Travel Survey, vehicle trips from residential development are approximately 121% of the average trip length. The residential trip length adjustment factor includes data on home-base work trips, social, and recreational purposes. Conversely, shopping trips associated with commercial development are roughly 66% of the average trip length while other nonresidential development typically accounts for trips that are 73% of the average for all trips.

Analysis of Capacity, Usage, and Costs of Existing Services

ARS 9-463.05(E)(1) requires:

> *"A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable."*

As shown in Figure S3, the Town of Florence operates principal arterials totaling 48.84 lane miles, minor arterials totaling 27.42 lane miles and principal collectors totaling 10.08 lane miles. The total lane miles operated by the Town is 86.34. Generally, the Town's transportation network operates at a level of service C.

Figure S3: Florence Road Inventory

Classification	*Lane Miles*
Principal Arterial	48.84
Minor Arterial	27.42
Principal Collector	10.08
TOTAL	86.34

Source: Town of Florence.

Figure S4 contains a list of potential road projects the Town may construct over the next ten years. The total estimated cost of these projects was used to determine the weighted average cost per lane mile of $1,105,582. The estimated costs per lane mile by classification are shown in Figure S4, based on planned projects in the Town of Florence.

Figure S4: Potential Development Fee Projects and Projected Cost per Lane Mile

Improvement	*Segment*	*New Lanes*	*Miles*	*Lane Miles*	*Func Class*	*Per lane mile*	*Project Cost*
Florence Heights Drive	SR 79 to SR 79B	2	1	2	Minor Arterial	$915,000	$1,830,000
Adamsville Road	3/4 Mile Extension to Plant Road	2	3	6	Principal Arterial	$1,013,000	$6,078,000
Butte Avenue	Main to Plant	2	1	2	Major Collector	$757,000	$1,514,000
Plant Road	Butte to River	2	0.6	1.2	Minor Arterial	$915,000	$1,098,000
Diversion Dam Road	SR79 to Bowling	2	0.5	1	Minor Arterial	$915,000	$915,000
Main Street Extension	1st to 79th	2	1	2	Minor Arterial	$915,000	$1,830,000
River Road	N/S Corridor to Main	4	1.5	6	Principal Arterial	$1,013,000	$6,078,000
Hunt Highway	SR79 to Town Limits	2	4.25	8.5	Principal Arterial	$1,013,000	$8,610,500
Hunt Highway	Franklin to Hiller	2	1	2	Principal Arterial	$1,013,000	$2,026,000
Attaway Road	Palmer to Hunt	2	1	2	Principal Arterial	$1,013,000	$2,026,000
Felix Road	Copper Basin to AZ Farms	2	2	4	Principal Arterial	$1,013,000	$4,052,000
Arizona Farms Road	Copper Basin to Hersoth	2	4.5	9	Principal Arterial	$1,013,000	$9,117,000
Attaway Road	AZ Farms to Judd	2	2	4	Principal Arterial	$1,013,000	$4,052,000
N/S Corridor Alignment	287 to N. Town Limits	4	13	52	Az Parkway	$1,215,600	$63,211,200
				101.7		**$1,105,582**	**$112,437,700**

Source: Town of Florence.

Figure S5 documents major and minor arterials for which traffic counts exist. Lane capacities for each segment are also shown, which were provided by the Town of Florence. As Figure S5 illustrates, traffic

counts exist for 70 of the Town's 76.26 major/minor arterial network. For the roads with traffic counts, there is 338,356 miles of capacity but only 55,858 vehicle miles of travel. In the aggregate, VMT is the product of vehicle trips multiplied by the average trip length[1]. This means there is excess capacity totaling 83.5% in the network.

Figure S5: Existing Major Road Network Capacity

Road	From - To	Class	Miles	Lanes	Capacity	Vehicle Miles of Capacity	Avg. Daily Traffic Counts	Vehicle Miles of Travel	Lane Miles
Adamsville Road	Main Street - WTL	Minor A	2.64	2	9,000	23,760	351	927	5.28
Arizona Farms Road	ETL - Railroad tracks	Major A	4.72	2	9,000	42,480	1,695	8,002	9.44
Attaway Road	Arizona Farms - Judd Road	Major A	2.00	2	9,000	18,000	1,512	3,024	4.00
Ataway Road	Palmer Road - Hunt Highway	Major A	1.07	2	9,000	9,630	4,278	4,577	2.14
Butte Avenue	Main Street - Old FK Highway	Minor A	1.98	2	9,000	17,820	1,946	3,853	3.96
Constitution Way	American Way - MRP	Major A	0.34	2	9,000	3,060	1,028	350	0.68
Cooper Road*	Magma Raod - Judd Road	Major C	1.00	2	9,000	9,000	417	417	2.00
Felix Road	Heritage - Arizona Farms Road	Major A	1.00	2	9,000	9,000	1,117	1,117	2.00
Florence Heights Drive	Main Street - SR 79	Minor A	0.56	2	9,000	5,040	2,807	1,572	1.12
Florence - Kelvin Highway	SR 79 - TL	Major A	1.44	2	9,000	12,960	667	960	2.88
Hunt Highway	SR 79 - TL	Major A	5.90	2	9,000	53,100	2,246	13,251	11.8
Hunt Highway	TL - S end 6 lane	Major A	0.20	2	9,000	1,800	2,246	449	0.4
Hunt Highway	S end 6 lane - N end 6 lane	Major A	1.52	6	35,700	54,264	4,899	7,446	9.12
Hunt Highway	N end 6 lane - TL	Major A	1.42	2	9,000	12,780	2,179	3,094	2.84
Judd Road	Quail Run - CAP Canal	Minor A	1.54	2	9,000	13,860	2,764	4,257	3.08
Merrill Ranch Parkway	Hunt Highway - Felix Road	Minor A	2.06	4	22,700	46,762	1,175	2,421	8.24
Plant Road	Adamsville - Butte Avenue	Major A	0.56	2	9,000	5,040	251	141	1.12
						338,356		55,858	70.1

*Traffic counts for this segment come from 2014 Pinal County traffic count data.

% of VMT to VMC: 16.5%

Average Trip Length

Figure S6 shows the calibration of existing development to Florence's current major/minor arterial network. Knowing the current number of arterial (73.6) TischlerBise can determine that the weighted-average miles per trip on the current network is 17.03 miles.

The methodology for calculating the weighted-average miles per trip in Florence is as follows:

- With an existing inventory of 73.6 lane miles of major/minor arterials, and an average daily lane capacity standard of 9,000 vehicles per lane, the network can accommodate 667,088 vehicle miles of travel (i.e. 39,422 vehicles per day traveling the entire 73.6 lane miles).
- The difference between the 55,858 vehicle miles of travel shown above in Figure S5 and the 667,088 vehicle miles of travel shown in Figure S6 below are as follows. First, Figure S1 shows actual travel on the major/minor arterial network. Also, the travel is undercounted, as the data does not include all road segments. The 667,088 vehicle miles of travel shown in Figure S6 can be

[1] Typical VMT calculations for development-specific traffic studies, along with most transportation models of an entire urban area, are derived from traffic counts on particular road segments multiplied by the length of that road segment. For the purpose of development fees, VMT calculations are based on attraction (inbound) trips to development located in the service area, with the trip lengths calibrated to the road network considered to be system improvements. This refinement eliminates pass-through or external- external trips, and travel on roads that are not system improvements (e.g. interstate highways).

viewed as *travel potential*, based on optimization of the network. In other words, the actual average trip length is much less than 17.03.

- The national average trip length for a single family unit was 9.16 in the 2009 National Household Travel Survey, published by the US Department of Transportation. Duncan Associates, in their *Town of Florence Land Use Assumptions, Infrastructure Improvements Plan and Impact Fee Study (2013),* prepared a similar analysis of the transportation network and determined an average trip length for 3.82 for a single family unit. Given what we know about the Town and its transportation network, we feel this is an accurate trip length factor for the development fee calculation, as will be documented in the next section.

Figure S6: Existing Major Road Network Capacity

Development Type	ITE Code	Weekday VTE	Development Unit	Trip Adj	Trip Length Wt Factor
Single Family	210	6.20	HU	63%	121%
Multi-Family	220	4.30	HU	63%	121%
Commercial/Retail	820	37.75	KSF	33%	66%
Office/Institutional	710	9.74	KSF	50%	73%
Industrial/Flex	110	4.96	KSF	50%	73%
Avg Trip Length (miles)		17.03			
Vehicle Capacity Per Lane		9,000			

	Base 2018
Single Family Units	5,715
Multi-Family Units	817
Commercial/Retail KSF	271
Office/Institutional KSF	2,305
Industrial/flex KSF	93
Single Family Trips	22,372
Multi-Family Trips	2,220
Commercial/Retail Trips	3,372
Office/Institutional Trips	11,226
Industrial/Flex Trips	232
Total Vehicle Trips	**39,422**
Vehicle Miles of Travel (VMT)	**687,088**

PROJECTED SERVICE UNITS, DEMAND, AND COSTS FOR SERVICES

ARS 9-463.05(E)(2) requires:

> *"An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable."*

TischlerBise created an aggregate travel model to convert development units within Florence to vehicle trips and vehicle miles of travel. This includes the factors discussed above, as well as average trip length, which is shown in Figure S7.

Travel Demand Model

ARS 9-463.05(E)(5) requires:

> *"The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria."*

The daily lane capacity used in this analysis is 9,000, which was provided by the Town of Florence. Projected development in Florence over the next 10 years, and the corresponding need for additional lane miles is shown in Figure S7. Trip generation rates and trip adjustment factors convert project development into average weekday vehicle trips. As shown in Figure S7, new development in Florence will generate 14,762 trips.

ARS 9-463.05(E)(6) requires:

> *"The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years."*

The travel demand model inputs above are used to derive level of service in Vehicle Miles of Travel and future needs of lane miles. A Vehicle Mile of Travel (VMT) is a measurement unit equal to one vehicle traveling one mile. As discussed above in Figure S6, the weighted average trip that could occur on the arterial network is 17.03 miles. As shown in Figure S7, based on the existing network and available capacity, the Town of Florence would need to construct an additional 27.1 lane miles of arterials to accommodate projected development over the next ten years (shown in blue). However, as discussed above, excess capacity exists in the network. As shown in Figure S5, there is excess capacity totaling 83.5% on arterial segments that have traffic counts. It was also determined that the average trip length calculated for Florence by Duncan Associates in 2013 is an accurate reflection of current conditions.

As shown in Figure S7, when the average trip length of 3.82 is applied to existing travel demand in 2018, there is excess capacity of 77.6% (154,121 vehicle miles of travel compared to 687,088 vehicle miles of capacity). Between our travel demand model and the analysis of Town arterials that have traffic counts, it is clear there is significant travel capacity available in the road network. However, that does not negate the need for additional road improvements. Rather, this analysis is to determine the appropriate level of road needs. As shown in the orange shading, when the model is recalibrated to the actual average trip length, the growth-related lane miles needed as a result of new development is reduced from 27.1 to 6.1.

Figure S7: Projected Travel Demand Model

Development Type	ITE Code	Weekday VTE	Development Unit	Trip Adj	Trip Length Wt Factor
Single Family*	210	6.20	HU	63%	121%
Multi-Family*	220	4.30	HU	63%	121%
Industrial / Flex	110	4.96	KSF	50%	73%
Commercial / Retail	820	37.75	KSF	33%	66%
Office / Institutional	710	9.74	KSF	50%	73%

*Custom residential trip ends calculated for Florence. See Figure A11.

Avg Trip Length (miles)	17.03
Excess Capacity Reduction	77.6%
Avg Trip Length (miles)	3.82
Vehicle Capacity Per Lane	9,000

		Base 2018	1 2019	2 2020	3 2021	4 2022	5 2023	10 2028	10-Year Increase
Development	Single Family Units	5,715	5,890	6,064	6,239	6,414	6,589	7,464	1,750
	Multi-Family Units	817	842	868	893	918	943	1,068	250
	Industrial / Flex KSF	93	97	100	104	108	112	139	46
	Commercial / Retail KSF	271	281	291	301	312	326	403	132
	Office / Institutional KSF	2,305	2,388	2,475	2,564	2,657	2,773	3,429	1,124
Avg Weekday Vehicle Trips	Single Family Trips	22,372	23,057	23,742	24,427	25,112	25,797	29,222	6,850
	Multi-Family Trips	2,220	2,288	2,355	2,423	2,491	2,559	2,899	680
	Residential Trips	24,592	25,345	26,098	26,850	27,603	28,356	32,121	7,530
	Industrial / Flex Trips	232	240	249	258	267	279	345	113
	Commercial / Retail Trips	3,372	3,494	3,621	3,752	3,887	4,056	5,017	1,645
	Office / Institutional Trips	11,226	11,632	12,052	12,488	12,940	13,502	16,701	5,475
	Nonresidential Trips	14,830	15,366	15,922	16,498	17,095	17,837	22,063	7,233
	Total Vehicle Trips	**39,422**	**40,711**	**42,020**	**43,349**	**44,698**	**46,194**	**54,184**	**14,762**
VMC	**Vehicle Miles of Capacity (VMC)**	**687,088**	**709,126**	**731,400**	**753,919**	**776,691**	**801,236**	**930,200**	**243,112**
	Annual Increase		22,038	22,274	22,519	22,772	24,546	26,685	
VMT	**Vehicle Miles of Travel (VMT)**	**154,121**	**159,064**	**164,060**	**169,112**	**174,220**	**179,725**	**208,653**	**54,532**
	Annual Increase		4,943	4,996	5,051	5,108	5,506	5,986	
Demand	Arterial Lane Miles Needed	76.3	78.8	81.3	83.8	86.3	89.0	103.4	**27.1**
	Based on Capacity	**100%**							
	Arterial Lane Miles Needed	17.1	17.7	18.2	18.8	19.4	20.0	23.2	**6.1**
	Based on Travel Demand	**22.4%**							

ARS 9-463.05(E)(3) requires:

> *"A description of all or the parts of the necessary public services or facility expansions and their costs necessitated by and attributable to development in the service area based on the approved land use assumptions, including a forecast of the costs of infrastructure, improvements, real property, financing, engineering and architectural services, which shall be prepared by qualified professionals licensed in this state, as applicable."*

Multiplying the increase in number of lane miles (6.1) by the cost per lane mile ($1,105,582) results in a 10-year cost of approximately $6.74 million attributed to arterial lane miles and $3.028 million attributed to collector lane miles.

IIP and Development Fee Report

The cost to prepare the Streets IIP and development fees totals $16,607. Florence plans to update its report every five years. Based on this cost, proportionate share, and five-year projections of new residential and nonresidential development from the *Land Use Assumptions*, the cost per VMT is $0.65.

Figure S8: IIP and Development Fee Report

Necessary Public Service	*Cost*	*Assessed Against*	*Proportionate Share*	*Demand Unit**	*2018*	*2023*	*Change*	*Cost per Demand Unit*
Roads	$16,607	Residential Nonresidential	100%	VMT	154,121	179,725	25,605	$0.65

Street Facilities Development Fees

Revenue Credit

A revenue credit is not necessary for the Street Facilities development fees because 10-year growth costs exceed the amount of revenue that is projected to be generated by development fees according to the Land Use Assumptions.

Proposed Street Facilities Development Fees

The proposed Street Facilities development fees are shown in Figure S10. Infrastructure and cost factors for Street fees are summarized in the upper portion of Figure S10. Nonresidential development fees are stated per square foot of floor area. Attraction trips by type of development are multiplied by the capacity cost per average length vehicle trip to yield the Street Facilities development fees. To derive the commercial development fee of $__ per square foot of floor area, multiply the following factors from Figure S10:

XXX weekday vehicle trip ends per 1,000 square feet
x
33 percent adjustment factor for inbound trips
x
___ average miles per trip
x
66 percent trip length adjustment factor for commercial development
x
$___ total cost per VMT
÷
1,000 square feet
=
$___ per square foot

Given a cost factor of $1,105,582 per lane mile, which is shared by a projected VMT increase of 54,532, the capital cost is $123.67 per VMT. The Professional Services cost per VMT is $0.65, for a total cost $124.32 per VMT.

The input variables discussed above yield the proposed Development Fees shown in the lower section of Figure S10. For example, the Street Facilities development fees for a single-family unit (6.20 x 63% x 121% x 3.82 x ($124.32) is $2,250 per unit.

FigureS9: Proposed Street Facilities Development Fees

Average Miles per Trip =>	3.82
Cost per Additional Lane Mile =>	$1,105,582
Planned Lane Miles Needed to Maintain LOS =>	6.10
Ten-Year Growth Cost Funded by Fees	$6,744,051
VMT Increase Over Ten Years	54,532
Capital Cost per VMT#	$124.32

Residential (per unit)

Development Type	*Avg Wkdy Veh Trip Ends**	*Trip Rate Adjustment*	*Trip Length Adjustment*	*Proposed Fees*	*Current Fee*	*Increase / Decrease*
Single-Family Unit	6.20	63%	121%	**$2,250**	$2,086	$164
Multi-Family Unit	4.30	63%	121%	**$1,560**	$1,313	$247

Nonresidential (per square foot)

Development Type	*Avg Wkdy Veh Trip Ends***	*Trip Rate Adjustment*	*Trip Length Adjustment*	*Proposed Fees*	*Current Fee*	*Increase / Decrease*
Commercial/Retail	37.75	33%	66%	**$3.90**	$3.14	$0.76
Office/Institutional	9.74	50%	73%	**$1.68**	$1.73	($0.05)
Industrial/Flex	4.96	50%	73%	**$0.85**	$1.02	($0.17)

#Includes cost per VMT of $0.65 for the development fee study

**Current nonresidential fees adjusted from per 1,000 square feet to per square foot.*

PROJECTED STREETS DEVELOPMENT FEE REVENUE

Projected fee revenue shown in Figure S10 is based on the development projections in the *Land Use Assumptions* (see Appendix A) and the updated Streets development fees (see Figure S9). If development occurs at a faster rate than projected, the demand for infrastructure will increase along with development fee revenue. If development occurs at a slower rate than projected, the demand for infrastructure will decrease and development fee revenue will decrease at a similar rate. Anticipated development fee revenue is approximately $6.7 million over the next ten years, while expenditures are also estimated at $6.7 million.

Figure S10: Projected Streets Development Fee Revenue

	Growth Cost	*Total Cost*
Arterial Improvements	$6,744,051	$6,744,051
Development Impact Fee Study	$16,607.00	$16,607
TOTAL	$6,760,658	$6,760,658

Streets Impact Fee Revenue

		Single-Family	*Multi-Family*	*Commercial / Retail*	*Office / Institutional*	*Industrial / Flex*
		$2,250 per Housing Unit	**$1,560 per Housing Unit**	**$3.90 per Sq. Ft.**	**$1.68 per Sq. Ft.**	**$0.85 per Sq. Ft.**
Year		*Units*	*Units*	*KSF*	*KSF*	*KSF*
Base	2017	5,715	817	271	2,305	93
Year 1	2018	5,890	842	281	2,388	97
Year 2	2019	6,064	868	291	2,475	100
Year 3	2020	6,239	893	301	2,564	104
Year 4	2021	6,414	918	312	2,657	108
Year 5	2022	6,589	943	326	2,773	112
Year 6	2023	6,764	968	340	2,893	117
Year 7	2024	6,939	993	355	3,019	122
Year 8	2025	7,114	1,018	370	3,150	128
Year 9	2026	7,289	1,043	386	3,287	133
Year 10	2027	7,464	1,068	403	3,429	139
Ten-Yr Increase		1,750	250	132	1,124	46
10-year projected revenue		$3,936,207	$390,517	$514,918	$1,888,649	$38,752
					Projected Revenue =>	**$6,769,043**

WATER IIP

ARS 9-463.05 (T)(7)(f) defines the facilities and assets which can be included in the Wastewater Facilities IIP:

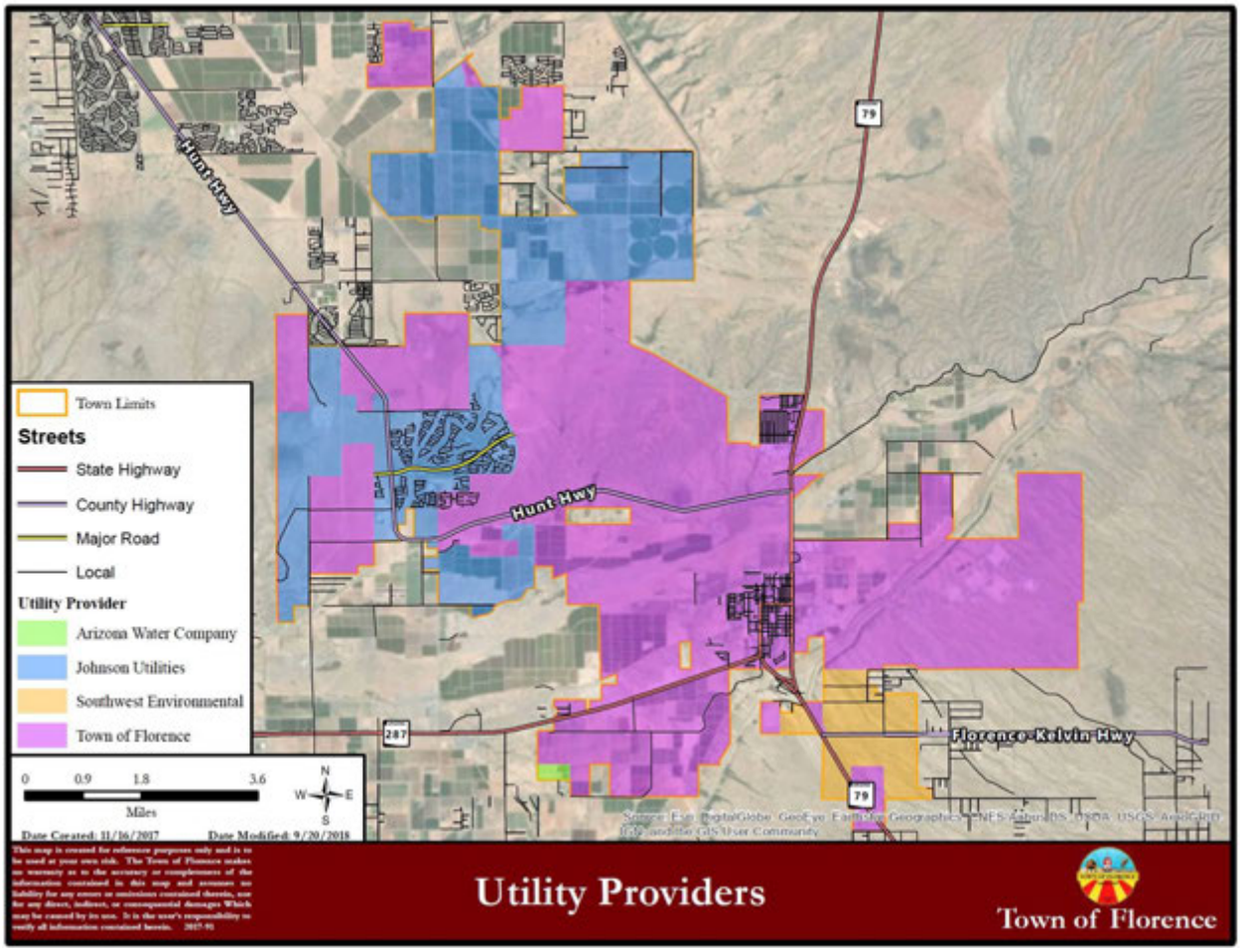
> *"water facilities, including the supply, transportation, treatment, purification and distribution of water, and any appurtenances for those facilities"*

The Water Facilities IIP includes components for transmission, storage, supply, and the cost of professional services for preparing the Water Facilities IIP and development fees.

Service Area

The Town's Water Service Area is depicted in pink in Figure W1 below. The Town's water system currently serves the downtown and surrounding "Old Florence" area, as well as the Florence Gardens area located north of the Gila River. The remainder of the Town is served by Johnson Utilities, Southwest Environmental and the Arizona Water Company. It is recommended that there should be four water service areas: Town Water Service Area, Johnson Utilities Service Area, Southwest Environmental and the Arizona Water Company Service Area.

Figure W1: Town of Florence Water Utility Providers Service Areas



Proportionate Share

ARS 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to provide necessary public services to the development.

The Water Facilities IIP and development fees are assessed on both residential and nonresidential development as both types of development create a burden for additional water facilities. Customers by land use are used to determine the proportionate share of this burden. In 2017, approximately 92% of water customers in Florence were residents, accounting for 28% of the average daily demand. Approximately 8% were nonresidential customers, accounting for 72% of the average daily demand.

ANALYSIS OF CAPACITY AND USAGE OF EXISTING PUBLIC SERVICES

ARS 9-463.05(E)(1) requires:

> *"A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable."*

ARS 9-463.05(E)(2) requires:

> *"An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable."*

Existing Capacity and Usage

The Town's water system consists of five wells, these wells provide 9.36 million gallons per day of supply. The Town currently has 3.2 million gallons of storage capacity.

Average Day Flows

The level of service for Water Facilities is based on average day flows per demand unit per day – per person for residential development and per job for nonresidential development. Figure W2 shows 2017 average day flows by type of development based on water consumption provided by the Town. Average day consumption in Florence totaled approximately 1.59 MGD in 2017. The average gallons per day per residential connection is 122. The Town's peaking factor is 2.0, resulting in 243 peak gallons per residential connection.

Figure W2: Water Level of Service

	Average Gallons Per Day	Connections	Gallons Per Day Per Connection	Peak Gallons Per Connection#
2017				
Residential	449,130	3,696	122	243
Nonresidential	1,149,460	342	3,361	6,722
TOTAL	1,598,590	4,038		

Nonresidential Connections per Job:**	0.04
Gallons per Day per Person:*	50
Gallons per Day per Job:	151

** Gallons per capita per day based on single family 2.42 persons per household from US Census 2015 American Community Survey*
***Based on employment estimate of 7,626*
#Based on Town's peaking factor of 2.0

RATIO OF SERVICE UNIT TO DEVELOPMENT UNIT

ARS 9-463.05(E)(4) requires:

> *"A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial, and industrial."*

Residential Water Facilities development fees are assessed on a per unit basis, based on average day gallons per person. Development fees assume a single-family unit is served by a 5/8" (0.625) meter.

For nonresidential Water Facilities development fees, capacity ratios by meter size are the appropriate demand indicator for water facilities. Capacity ratios equate 5/8" (0.625) meters to the average day gallons per single-family residential unit. Utilizing average day gallons is the most efficient way to show a direct relationship between development units, usage, and system capacity. The nonresidential Water development fees are calculated by multiplying the number of gallons per single-family unit by the capacity ratio for the corresponding size and type of water meter, which are provided by the American Water Works Association (2012) and shown in below.

Figure W3: Water Facilities Ratio of Service

Meter Size (inches)	*Meter Type*	*Capacity Ratio*
0.625	Displacement	1.00
0.75	Displacement	1.50
1.00	Displacement	2.50
1.50	Displacement	5.00
2.00	Displacement	8.00
3.00	Compound	16.00
3.00	Turbine	17.50
4.00	Compound	25.00
4.00	Turbine	31.50
6.00	Turbine	65.00
8.00	Turbine	140.00
10.00	Turbine	210.00
12.00	Turbine	265.00

Source: AWWA

PROJECTED DEMAND AND COSTS FOR SERVICES

ARS 9-463.05(E)(5) requires:

> *"The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria."*

Projected Water Flows

When the projected residential and nonresidential in the Town's utility service area from the Land Use Assumptions are compared to gallons per day per person and job, average day demand is projected to increase by 0.62 million gallons per day, while peak demand is projected to increase by 1.24 million gallons per day. The total number of projected connections is 884.

Figure W4: Projected Service Units

Year		Projected Residential Connections	Projected Nonres. Connections	Total Projected Connections	Million Gallons Per Avg Day	Million Gallons Per Peak Day
Base	2018	3,696	342	4,038	1.60	3.20
Future1	2019	3,769	354	4,124	1.65	3.29
Future2	2020	3,841	367	4,208	1.70	3.39
Future3	2021	3,912	380	4,293	1.75	3.49
Future4	2022	3,984	394	4,378	1.80	3.60
Future5	2023	4,055	411	4,467	1.86	3.72
Future6	2024	4,127	429	4,556	1.93	3.86
Future7	2025	4,198	448	4,646	2.00	3.99
Future8	2026	4,270	467	4,737	2.07	4.14
Future9	2027	4,341	488	4,829	2.14	4.28
Future10	2028	4,413	509	4,922	2.22	4.44
		717	**167**	**884**	**0.62**	**1.24**
Nonresidential Connections per Job:			0.04			
Gallons per Day per Job:			151			
Gallons per Day per Person:			50			

Water Transmission Facilities

Florence has three water transmission projects planned over the next ten years to serve future development. To calculate the cost per service unit (gallons), the costs of planned improvements ($1,475,000) are allocated to the projected increase in peak demand over the next ten years (1,241,411 gallons). This is results in a cost of $1.19 per gallon ($1,475,000 / 1,241,411 gallons).

Figure W5: Water Transmission Facilities

Description	*FY18-19*	*FY19-20*	*FY20-21*	*FY21-22*	*FY22-23*	*Years 6-10*	***Total Project***
Centennial Park Road 8" Loop		$80,000	$145,000				**$225,000**
Adamsville Rd water line (12 inch)						$250,000	**$250,000**
Water line infrastructure to serve North Florence (16 inch)			$1,000,000				**$1,000,000**
Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,475,000**
					Ten-Year Increase in Gallons of Peak Demand per Day =>		1,241,411
					Cost per Gallon of Demand =>		**$1.19**

Water Storage Facilities

The Town of Florence plans to construct the North Florence Storage Tank to serve future development. This project will add 1.0 million gallons of storage capacity to the water system, at a cost of $1.25 million.

To calculate the cost per service unit (gallons), the costs of planned improvements are allocated to the additional storage capacity added. For the planned storage tank, this results in a cost of $1.25 per gallon ($1,250,000 / 1,000,000 gallons).

Figure W6: Water Storage Facilities

Description	*FY18-19*	*FY19-20*	*FY20-21*	*FY21-22*	*FY22-23*	*Years 6-10*	*Total Project*
North Florence Storage Tank			$1,250,000				**$1,250,000**
Total	**$0**	**$0**	**$1,250,000**	**$0**	**$0**	**$0**	**$1,250,000**
						Gallons of Capacity per Day =>	1,000,000
						Cost per Gallon of Capacity =>	**$1.25**

Water Supply Facilities

The Town of Florence also plans to construct future wells to serve new development. These wells add 1.44 million gallons of supply to the water system, at a cost of $2.75 million. To calculate the cost per service unit (gallons), the costs of planned improvements are allocated to the additional supply added. This results in a cost of $1.91 per gallon ($2,750,000 / 1,440,000 gallons).

Figure W7: Water Supply Facilities

Description	*FY18-19*	*FY19-20*	*FY20-21*	*FY21-22*	*FY22-23*	*Years 6-10*	*Total Project*
Future Wells (1000 gallons a minute)			$1,250,000			$1,500,000	**$2,750,000**
Total	**$0**	**$0**	**$1,250,000**	**$0**	**$0**	**$1,500,000**	**$2,750,000**
						Gallons of Capacity per Day =>	1,440,000
						Cost per Gallon of Capacity =>	**$1.91**

IIP and Development Fee Study

The cost to prepare the Water Facilities IIP and development fees totals $16,607. Florence plans to update its report every five years. Based on this cost, proportionate share, and five-year projections of new residential and nonresidential peak water consumption, the cost is $0.03 per gallon.

Figure W8: IIP and Development Fee Study

Necessary Public Service	*Cost*	*Assessed Against*	*Proportionate Share*	*Demand Unit**	*2018*	*2023*	*Change*	*Cost per Demand Unit*
Water	$16,607	Meters	100%	MGD	3,197,180	3,720,322	523,142	$0.03

WATER FACILITIES DEVELOPMENT FEES

Revenue Credit

A revenue credit is not necessary for the Water Facilities development fees.

Proposed Water Facilities Development Fees

ARS 9-463.05(E)(4) requires:

> *"A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial, and industrial."*

Infrastructure components and cost factors for Water Facilities are summarized in the upper portion of Figure W9. The development fee is derived from the peak gallons per day per residential connection of 243 gallons multiplied by the capital cost per gallon of capacity ($4.38). The capital cost per gallon of capacity includes growth-related expansion of water facilities and the cost of professional services to prepare the Water IIP and Development Fee. Future development needing a 5/8" meter will pay a Water Facilities fee of $1,065 (243 gallons X $4.38 capital cost per gallon of capacity X 1.0 capacity ratio), and future development needing a 1.0" meter will pay a Water Facilities fee of $2,662 (243 gallons X $4.38 capital cost per gallon of capacity X 2.5 capacity ratio).

Figure W9: Proposed Water Facilities Development Fees

Input Variables	*Cost per Gallon of Capacity*
Transmission Projects	$1.19
Storage Projects	$1.25
Supply Projects	$1.91
Development Fee Study	$0.03
Capital Cost per Gallon of Capacity =>	**$4.38**
Peak Day Gallons of Demand per ERU =>	243

All Development (per meter)

Meter Size (inches)	*Meter Type*	*Capacity Ratio*	***Proposed Water Fee***	*Current Fee*	*$ Change*
0.625	Displacement	1.00	**$1,065**	$1,980	($915)
0.75	Displacement	1.50	**$1,597**	$4,950	($3,353)
1.00	Displacement	2.50	**$2,662**	$4,950	($2,288)
1.50	Displacement	5.00	**$5,324**	$9,900	($4,576)
2.00	Displacement	8.00	**$8,519**	$15,840	($7,321)
3.00	Compound	16.00	**$17,038**	$31,680	($14,642)
3.00	Turbine	17.50	**$18,636**	$34,650	($16,014)
4.00	Compound	25.00	**$26,623**	$49,500	($22,877)
4.00	Turbine	31.50	**$33,544**	$59,400	($25,856)
6.00	Turbine	65.00	**$69,219**	$123,750	($54,531)
8.00	Turbine	140.00	**$149,088**	$178,200	($29,112)
10.00	Turbine	210.00	**$223,633**	$287,100	($63,467)
12.00	Turbine	265.00	**$282,203**	$425,700	($143,497)

PROJECTED WATER FACILITIES DEVELOPMENT FEE REVENUE

Over the next ten years, Florence has identified a need for approximately $5.4 million in growth-related water improvements, including $1.4 million in additional transmission projects, $1.2 million in storage capacity, and $2.7 million for supply. As shown at the bottom of Figure W10, projected water fee revenue totals almost $4.6 million over ten years. It is probable that this revenue projection is low, as multifamily units are not individually metered and predicting how many future multifamily units will share a common meter is difficult to predict. The same situation exists with converting employment projections to number of new residential meters. Therefore, the current number of meters per jobs was used as a proxy.

Figure W10: Projected Water Facilities Development Fee Revenue

	Total Cost
Transmission	$1,475,000
Storage	$1,250,000
Supply	$2,750,000
Development Impact Fee Study	$16,607
TOTAL	$5,491,607

Water Development Impact Fee Revenue

		Residential	*Nonresidential*
		$1,597 per Unit	**$17,037 per Connection**
Year		*Connections*	*Connections*
Base	2017	3,106	267
Year 1	2018	3,179	277
Year 2	2019	3,251	287
Year 3	2020	3,322	297
Year 4	2021	3,394	308
Year 5	2022	3,465	321
Year 6	2023	3,537	335
Year 7	2024	3,608	350
Year 8	2025	3,680	365
Year 9	2026	3,751	381
Year 10	2027	3,823	397
	Ten-Yr Increase	717	130
	10-year projected revenue	$2,391,636	$2,218,505
		Projected Revenue	**$4,610,142**

WASTEWATER FACILITIES IIP

ARS 9-463.05 (T)(7)(f) defines the facilities and assets which can be included in the Wastewater Facilities IIP:

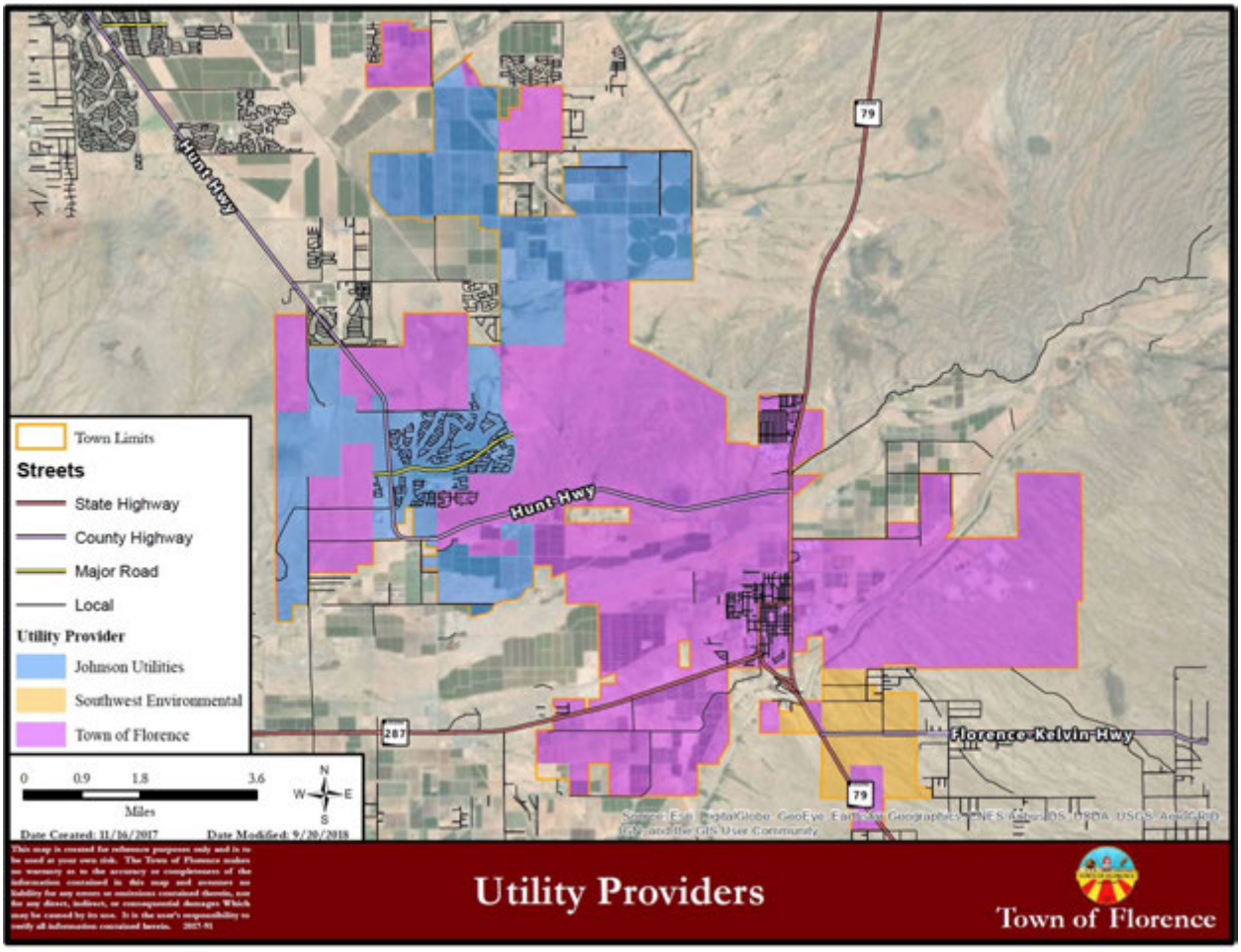
> *"Wastewater facilities, including collection, interception, transportation, treatment and disposal of wastewater, and any appurtenances for those facilities."*

The Wastewater Facilities IIP includes components for wastewater collection and wastewater treatment, and the cost of professional services for preparing the Wastewater Facilities IIP and development fees.

Service Area

The Town's Wastewater Service Area is depicted in pink in Figure WW1 below. The Town's wastewater system currently serves the downtown and surrounding "Old Florence" area, as well as the Florence Gardens area located north of the Gila River. The remainder of the Town is served by Johnson Utilities and the Arizona Water Company. Similar to the water development impact fee, it is recommended that there should be three wastewater service areas: Town Water Service Area, Johnson Utilities Service Area and Southwest Environmental Utility Company.

Figure WW1: Town of Florence Wastewater Utility Providers Service Areas



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Proportionate Share

ARS 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to provide necessary public services to the development.

The Wastewater Facilities IIP and development fees are assessed on both residential and nonresidential development as both types of development create a burden for additional water facilities. Customers by land use are used to determine the proportionate share of this burden. In 2017, approximately 92% of wastewater customers in Florence were residents, accounting for 16% of the average daily demand. Approximately 8% were nonresidential customers, accounting for 84% of the average daily demand. Wastewater flows are greater than water consumption as a result of the Arizona State Prison being a Town wastewater customer, but not a water customer.

Analysis of Capacity and Usage of Existing Public Services

ARS 9-463.05(E)(1) requires:

> *"A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable."*

ARS 9-463.05(E)(2) requires:

> *"An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable."*

Existing Capacity and Usage

The Town's wastewater system currently has treatment capacity totaling 2.92 million gallons per day.

Average Day Flows

The level of service for Wastewater Facilities is based on average day flows per demand unit per day – per person for residential development and per job for nonresidential development. Figure WW2 shows 2017 average day flows by type of development based on wastewater flow provided by the Town. Average day flows in Florence totaled approximately 1.75 MGD in 2017. The average gallons per day per residential connection is 93. The Town's peaking factor is assumed to be 75 percent of the peak water consumption, resulting in a factor of 182 peak gallons per residential connection.

Figure WW2: Wastewater Level of Service

	Per Day	Connections	Per Connection	Per Connection#
2017				
Residential	288,612	3,106	93	182
Nonresidential	1,466,710	267	5,493	
TOTAL	1,755,322	3,373		

Nonresidential Connections per Job:**	0.04
Gallons per Day per Person:*	38
Gallons per Day per Job:	192

** Gallons per capita per day based on single family 2.42 persons per household from US Census 2015 American Community Survey*
***Based on employment estimate of 7,626*
#Peak demand is assumed to be 75% of water peak demand

RATIO OF SERVICE UNIT TO DEVELOPMENT UNIT

ARS 9-463.05(E)(4) requires:

> *"A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial, and industrial."*

Residential Wastewater Facilities development fees are assessed on a per unit basis, based on average day gallons per person. Development fees assume a single-family unit is served by a 5/8" (0.625) meter.

For nonresidential Wastewater Facilities development fees, capacity ratios by meter size are the appropriate demand indicator for wastewater facilities. Capacity ratios equate 5/8" (0.625) meters to the average day gallons per single-family residential unit. Utilizing average day gallons is the most efficient way to show a direct relationship between development units, usage, and system capacity. The nonresidential Wastewater development fees are calculated by multiplying the number of gallons per single-family unit by the capacity ratio for the corresponding size and type of meter, which are provided by the American Water Works Association (2012) and shown in below.

Figure WW3: Wastewater Facilities Ratio of Service

Meter Size (inches)	*Meter Type*	*Capacity Ratio*
0.625	Displacement	1.00
0.75	Displacement	1.50
1.00	Displacement	2.50
1.50	Displacement	5.00
2.00	Displacement	8.00
3.00	Compound	16.00
3.00	Turbine	17.50
4.00	Compound	25.00
4.00	Turbine	31.50
6.00	Turbine	65.00
8.00	Turbine	140.00
10.00	Turbine	210.00
12.00	Turbine	265.00

Source: AWWA

PROJECTED DEMAND AND COSTS FOR SERVICES

ARS 9-463.05(E)(5) requires:

> *"The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria."*

Projected Wastewater Flows

When the projected residential and nonresidential in the Town's utility service area from the Land Use Assumptions are compared to gallons per day per person and job, average day demand is projected to increase by 760,000 gallons per day, while peak demand is projected to increase by 930,000 gallons per day. The total number of projected connections is 847.

Figure WW4: Projected Service Units

	Year	Projected Residential Connections	Projected Nonres. Connections	Total Projected Connections	Million Gallons Per Avg Day	Million Gallons Per Peak Day
Base	2018	3,106	267	3,373	1.76	2.40
Future1	2019	3,179	277	3,456	1.81	2.47
Future2	2020	3,251	287	3,538	1.87	2.54
Future3	2021	3,322	297	3,619	1.93	2.62
Future4	2022	3,394	308	3,702	2.00	2.70
Future5	2023	3,465	321	3,786	2.08	2.79
Future6	2024	3,537	335	3,872	2.16	2.89
Future7	2025	3,608	350	3,958	2.24	2.99
Future8	2026	3,680	365	4,045	2.33	3.10
Future9	2027	3,751	381	4,132	2.42	3.21
Future10	2028	3,823	397	4,220	2.52	3.33
		717	**130**	**847**	**0.76**	**0.93**
Nonresidential Connections per Job:			0.04			
Gallons per Day per Job:			192			
Gallons per Day per Person:			38			

Wastewater Collection Facilities

Florence has three collection system projects planned over the next ten years. These improvements have an estimated cost of $1.97 million.

To calculate the cost per service unit (gallons), the costs of planned improvements are allocated to the projected increase in wastewater flows over the next ten years. For the planned wastewater collection projects, this results in a cost of $2.12 per gallon ($1,970,000 / 931,058 gallons).

Figure WW5: Wastewater Collection Facilities

Description	*Prior Years*	*FY18-19*	*FY19-20*	*FY20-21*	*FY21-22*	*FY22-23*	*Years 6-10*	***Total Project***
West Main extension Adamsville to Dobson Property (36 inch)							$600,000	**$600,000**
South Sewer Main Extensions 287/SR79 (12 inch)							$1,000,000	**$1,000,000**
Lift Station at Hunt Highway & SR79				$40,000	$330,000			**$370,000**
Total	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,970,000**
						Ten-Year Increase in Gallons of Peak Demand per Day =>		931,058
						Cost per Gallon of Demand =>		**$2.12**

Wastewater Treatment Facilities

Florence plans to construct several projects associated with expanding the South Wastewater Treatment Plant. These projects have an estimated cost of $24.1 million and will increase the plant's capacity by 1.5 million gallons per day.

To calculate the cost per service unit (gallons), the costs of planned improvements are allocated to the additional capacity provided by the improvements. For these planned wastewater treatment facilities, this results in a cost of $16.09 per gallon ($24,130,000 / 1,500,000 gallons).

Figure WW6: Wastewater Treatment Facilities

Description	*Prior Years*	*FY18-19*	*FY19-20*	*FY20-21*	*FY21-22*	*FY22-23*	*Years 6-10*	*Total Project*
Florence S. - WWTP Expansion				$2,000,000	$15,150,000			**$17,150,000**
South WWTP Expansion Headworks	$150,000	$2,000,000	$1,500,000					**$3,650,000**
SWWTP disinfection system upgrade			$30,000	$3,000,000				**$3,030,000**
S. WWTP odor control / dust abatement			$300,000					**$300,000**
Total	**$150,000**	**$2,000,000**	**$1,830,000**	**$5,000,000**	**$15,150,000**	**$0**	**$0**	**$24,130,000**
							Gallons of Capacity per Day =>	1,500,000
							Cost per Gallon of Capacity =>	**$16.09**

IIP and Development Fee Study

The cost to prepare the Wastewater Facilities IIP and development fees totals $16,607. Florence plans to update its report every five years. Based on this cost, proportionate share, and five-year projections of new residential and nonresidential peak wastewater flows, the cost is $0.04 per gallon.

Figure WW7: IIP and Development Fee Study

Necessary Public Service	*Cost*	*Assessed Against*	*Proportionate Share*	*Demand Unit**	*2018*	*2023*	*Change*	*Cost per Demand Unit*
Wastewater	$16,607	Meters	100%	MGD	2,397,885	2,792,713	394,828	$0.04

WASTEWATER FACILITIES DEVELOPMENT FEES

Revenue Credit

The Town of Florence plans on issuing debt for the planned expansion to the South Wastewater Treatment Plant. To ensure that new development does not "double pay" through the development fee and again through future utility rate payments, a credit is included for principal payments on this future debt. A credit is not necessary for interest payments because interest costs are not included in the development fee calculation. Assuming the debt is issued in 2019, Figure WW9 shows a 20-year amortization schedule of the debt principal. The annual principal payments totaling $24.1 million are divided by the projected increase in peak wastewater flows in each year to determine a per gallon credit. For example, in 2019, the annual principal payment ($1,206,500) is divided by projected peak wastewater flow of 2,469,470 gallons for a payment per gallon of $0.49. To account for the time value of money, annual payments per gallon are discounted using a net present value formula based on the projected interest rate of 4.5%. The total net present value of future principal payments per gallon is $5.04. This amount is subtracted from the gross capital cost per gallon to derive a net capital cost per gallon. It should be noted that for purposes of this credit evaluation, we projected peak wastewater flow for years 11-20 by using the average annual increase from the projection shown in Figure WW4.

Figure WW8: Principal Payment Credit

Year	Principal Payments	Projected Demand	Credit per Peak Gallon
2019	$1,206,500	2,469,470	$0.49
2020	$1,206,500	2,543,078	$0.47
2021	$1,206,500	2,619,023	$0.46
2022	$1,206,500	2,697,390	$0.45
2023	$1,206,500	2,792,713	$0.43
2024	$1,206,500	2,891,786	$0.42
2025	$1,206,500	2,994,772	$0.40
2026	$1,206,500	3,101,841	$0.39
2027	$1,206,500	3,213,169	$0.38
2028	$1,206,500	3,328,943	$0.36
2029	$1,206,500	3,414,478	$0.35
2030	$1,206,500	3,500,013	$0.34
2031	$1,206,500	3,585,548	$0.34
2032	$1,206,500	3,671,083	$0.33
2033	$1,206,500	3,756,618	$0.32
2034	$1,206,500	3,842,153	$0.31
2035	$1,206,500	3,927,688	$0.31
2036	$1,206,500	4,013,223	$0.30
2037	$1,206,500	4,098,758	$0.29
2038	$1,206,500	4,184,293	$0.29
Total	**$24,130,000**		**$7.44**

Discount Rate	**4.5%**
Net Present Value	**$5.04**

**Demand projections from year 11-20 based on a straighline projection using the annual average from years 1-10*

Proposed Wastewater Facilities Development Fees

ARS 9-463.05(E)(4) requires:

> *"A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial, and industrial."*

Infrastructure components and cost factors for Wastewater Facilities are summarized in the upper portion of Figure WW9. The development fee is derived from peak day wastewater demand per single-family unit (182 gallons per ERU) multiplied by the capital cost per gallon of capacity ($13.17). The capital cost per gallon of capacity includes growth-related expansion of wastewater facilities and the cost of professional

services to prepare the Wastewater IIP and Development Fee. Future development needing a 5/8" (0.625) meter will pay a Wastewater Facilities fee of $2,400 (182 gallons X $13.17 capital cost per gallon of capacity X 1.0 capacity ratio), and future development needing a 1.0" meter will pay a Wastewater Facilities fee of $6,001 (182 gallons X $13.17 capital cost per gallon of capacity X 2.50 capacity ratio).

Figure WW9: Proposed Wastewater Facilities Development Fees

Input Variables	*Cost per Gallon of Capacity*
Transmission Projects	$2.12
Treatment Projects	$16.09
Principal Payment Credit per Gallon =>	($5.04)
Capital Cost per Gallon of Capacity =>	$13.17
Peak Day Gallons of Demand per ERU =>	182

All Development (per meter)

Meter Size (inches)	*Meter Type*	*Capacity Ratio*	***Proposed Wastewater Fee***	*Current Fee*	*$ Change*
0.625	Displacement	1.00	**$2,400**	$2,140	$260
0.75	Displacement	1.50	**$3,600**	$2,782	$818
1.00	Displacement	2.50	**$6,001**	$7,062	($1,061)
1.50	Displacement	5.00	**$12,002**	$14,338	($2,336)
2.00	Displacement	8.00	**$19,202**	$22,898	($3,696)
3.00	Compound	16.00	**$38,405**	$45,852	($7,447)
3.00	Turbine	17.50	**$42,005**	$49,862	($7,857)
4.00	Compound	25.00	**$60,008**	$71,262	($11,254)
4.00	Turbine	31.50	**$75,610**	$85,600	($9,990)
6.00	Compound	50.00	**$120,015**	$142,738	($22,723)
6.00	Turbine	65.00	**$156,020**	$178,262	($22,242)
8.00	Turbine	140.00	**$336,043**	$256,800	$79,243
10.00	Turbine	210.00	**$504,065**	$413,662	$90,403
12.00	Turbine	265.00	**$636,082**	$613,538	$22,544

PROJECTED WASTEWATER FACILITIES DEVELOPMENT FEE REVENUE

Over the next ten years, Florence has identified a need for approximately $26.1 million in growth-related wastewater improvements, including $1.9 million in collection projects and $24.1 million in treatment capacity. As shown at the bottom of Figure WW10, projected wastewater fee revenue totals approximately $10.1 million over ten years. After construction of the wastewater treatment plant, the Town should switch the fee methodology to a cost recovery approach so that the remaining costs not recovered over the next ten years can be recouped. As was the case with the projection of water development fee revenue, it is probable that this revenue projection is low, as multifamily units are not individually metered and predicting how many future multifamily units will share a common meter is

difficult to predict. The same situation exists with converting employment projections to number of new residential meters. Therefore, the current number of meters per jobs was used as a proxy.

Figure WW10: Projected Wastewater Facilities Development Fee Revenue

	Total Cost
Collection	$1,970,000
Treatment	$24,130,000
Development Impact Fee Study	$16,607
TOTAL	$26,116,607

Wastewater Development Impact Fee Revenue

		Residential	*Nonresidential*
		$3,600 per Unit	**$60,008 per Connection**
Year		*Connections*	*Connections*
Base	2017	3,106	267
Year 1	2018	3,179	277
Year 2	2019	3,251	287
Year 3	2020	3,322	297
Year 4	2021	3,394	308
Year 5	2022	3,465	321
Year 6	2023	3,537	335
Year 7	2024	3,608	350
Year 8	2025	3,680	365
Year 9	2026	3,751	381
Year 10	2027	3,823	397
	Ten-Yr Increase	717	130
	10-year projected revenue	$2,347,503	$7,814,022
		Projected Revenue	**$10,161,525**

APPENDIX A: LAND USE ASSUMPTIONS

Arizona Revised Statutes (ARS) 9-463.05 (T)(7) requires the preparation of a Land Use Assumptions document, which shows:

> *"projections of changes in land uses, densities, intensities and population for a specified service area over a period of at least ten years and pursuant to the General Plan of the municipality."*

TischlerBise prepared current demographic ***estimates*** and future development ***projections*** for both residential and nonresidential development that will be used in the Infrastructure Improvements Plan (IIP) and calculation of the development fees. Current demographic data estimates for 2017 are used in calculating levels of service (LOS) provided to existing development in the Town of Florence referred to as "Florence" or "Town of Florence" throughout this document. Although long-range projections are necessary for planning infrastructure systems, a shorter time frame of five to ten years is critical for the development fee analysis.

Arizona's Development Fee Act requires fees to be updated at least every five years and limits the IIP to a maximum of ten years. Therefore, the use of a very long-range "build-out" analysis is no longer acceptable for deriving development fees in Arizona municipalities.

SUMMARY OF GROWTH INDICATORS

Population, housing units, and employment projections are key land use assumptions for the development fee study. Population is estimated by analyzing data from the 2010 Census, Arizona Department of Administration (ADOA), and the Town of Florence. 2018 represents the base year in the development impact fee study. TischlerBise used Town-provided building permit data in conjunction with U.S. Census Bureau and Maricopa Association of Governments (MAG) data to derive population and housing projections through 2028. An estimate of seasonal population in Florence is required as well due to the seasonality of large developments like Florence Gardens. Housing units are estimated by adding building permits, separated by type of unit, to the 2010 Census estimate of housing units. The annual average number of building permits during this period is used to project future housing growth. Base year employment and corresponding industry shares in Florence are provided by ESRI, which publishes employment data by jurisdiction. Industry share ratios from ESRI Business Summary for Florence are used to allocate employment to three categories (Commercial/Retail, Office/Institutional, Industrial/Flex). MAG publishes employment projections for jurisdictions based on Residential Analysis Zones (RAZs). The average annual growth rates from this data are applied to ESRI's estimate of base year employment to project future employment. This represents an adjustment of the MAG data with the updated 2017 employment count. Figure A12 provides a comprehensive summary of the development projections used in the development impact fee study. These figures will be used to anticipate growth related infrastructure needs and determine development fee revenues. Development fee methodologies are designed to reduce sensitivity to development projections in the determination of the proportionate-share fee amounts. If actual development is slower than projected, fee revenue will decline, but so will the need for growth-

related infrastructure. In contrast, if development is faster than anticipated, Florence will receive an increase in fee revenue, but will also need to accelerate infrastructure improvements to keep pace with the actual rate of development.

RESIDENTIAL DEVELOPMENT

Current estimates and future projections of residential development are detailed in this section; including year-round population, peak population, and housing units by type.

Persons Per Housing Unit and Persons Per Household

According to the U.S. Census Bureau, a household is a housing unit that is occupied by year-round residents. To determine proportionate-share fee amounts, development fees often use per capita standards. Thus, persons per housing unit (PPHU) or persons per household (PPH) can be used to derive proportionate share fee amounts. When PPH is used, the methodology assumes a higher percentage of housing units will be occupied, requiring seasonal or peak population to be used when deriving infrastructure standards. **TischlerBise recommends that development impact fees for residential development in Florence be derived according to persons per household standards, which considers the impact of seasonal population peaks.**

Figure A1 shows the Persons per Housing Unit and Persons per Household estimates for Florence, using 2016 American Community Survey 5-Year data; the most recent data available that provides counts of housing units and households by type. These estimates are calculated by housing unit type; single-family and multifamily. Single-family units include detached and attached (townhouse) single units and mobile homes. The multifamily category includes duplexes and structures with two or more units.

Figure A1: Persons per Household

Units in Structure	*Persons*	*Households*	*Persons per Household*	*Housing Units*	*Persons per Housing Unit*	*Housing Mix*	*Vacancy Rate*
Single-Family Units[1]	11,192	4,618	**2.42**	6,683	1.67	87%	30.9%
Multifamily	1,538	854	**1.80**	956	1.61	13%	10.7%
Subtotal	12,730	5,472	**2.33**	7,639	1.67	100%	28.4%
Group Quarters	13,491						
Total	26,221						

Source: U.S. Census Bureau, 2016 American Community Survey, 5-year estimates Tables B25033, B25032, B25024, B26001
1. Includes detached and attached units (i.e. townhouses) and mobile homes

Single-family units average 2.42 persons per household and multifamily units average 1.80 persons per household. Florence's persons per household factor for 2016 is 2.33.

Recent Residential Construction

Current levels of service for residential development are determined by using estimates of population and housing units. To determine the base year estimate of housing units, TischlerBise adds the number of

units from the 2010 Census (April 1, 2010), the most recent Decennial Census, to residential building permits provided by Town staff. Figure A2 shows annual residential building permits by type of unit. 1,199 housing units were permitted between 2011 and 2017 (this does not include the 109 units constructed from April 1, 2010 to December 31, 2010). Approximately 96% of new permitted units were Single-Family, with the remaining units falling in the Mobile or Manufactured Home category. The average annual number of residential permits issued was 171 units.

Figure A2: Residential Permits

	2011	2012	2013	2014	2015	2016	2017	Units Added	Avg Annual	% of Permits
Single-Family	112	138	182	144	176	183	215	1,150	164	96%
Multi-Family	0	0	0	0	0	0	0	0	0	0%
Mobile Homes	12	6	6	6	8	5	6	49	7	4%
Totals	124	144	188	150	184	188	221	1,199	171	100%

Source: Town of Florence.

TischlerBise combines the building permit data in Figure A2 with the U.S. Census Bureau's 2010 estimate of housing units to derive the current estimate of housing units. Figure A3 shows that housing units in at the end of calendar year 2017 (or as of January 1, 2018) are estimated at 6,532 units, which represents an average annual growth of almost 3%.

Figure A3: Housing Unit Estimates on January 1, 2018

	2010	2011	2012	2013	2014	2015	2016	2017	Avg. Annual Growth
Housing Units	5,333	5,457	5,601	5,789	5,939	6,123	6,311	6,532	1,199
% Change		2.33%	2.64%	3.36%	2.59%	3.10%	3.07%	3.50%	2.94%
Units Added		124	144	188	150	184	188	221	171

TischlerBise calculation using 2010 Census and Town of Florence building permit data.

Housing Unit Projections

Housing unit projections are based on the January 1, 2018 housing unit estimate of 6,532, building permit data, and discussions with Town staff. The average annual number of units permitted between 2011 and 2017 was 171. Based on this value, discussions with Town staff, and upcoming development projects, it is reasonable to assume an increase of 200 housing units per year for the next ten years. While no multi-family units were permitted between 2010 and the end of 2017, the anticipated Innovation Pavilion development is expected to bring "millennial style" housing. Thus, the housing unit projections include new multi-family units, in addition to single-family and manufactured homes. New housing units are allocated by using the housing mix derived in Figure A1.

Figure A4: Housing Unit Projections – 2018-2028

	2018	2019	2020	2021	2022	2023	2028	Units
	Base Year	1	2	3	4	5	10	Added
Housing Units	6,532	6,732	6,932	7,132	7,332	7,532	8,532	**2,000**
Single-Family	5,879	6,054	6,229	6,404	6,579	6,754	7,629	**1,750**
All Other Housing Types	653	678	703	728	753	778	903	**250**

Average number of units added annually between 2010 and 2017 is 165 based on permit data provided by Town staff.
Projections assume that 200 units will be added annually.
Housing units are allocated by type according to the housing mix published by the 2016 ACS

Population Estimates

An estimate of current population is used in development fee studies to determine levels of service and proportionate-share fee amounts. TischlerBise calculates both year-round and peak population and households for the Town of Florence due to the large percentage of seasonal housing units in some developments. TischlerBise derives year-round population in households by applying the persons per housing unit factor (without group quarters) derived in Figure A1 to the base year estimate of housing units derived in Figure A3. This results in a year-round household population of 10,897 persons. Adding the 2017 group quarters estimate (16,400) from the Town of Florence to the year-round household population results in a total year-round population of 27,297 persons. To determine year-round households for the base year, the 2016 ACS year-round occupancy rate of 71.6% (100% - 28.4% vacancy) is applied to the estimate of December 31, 2017 housing units. This yields a base year estimate of 4,677 year-round households (6,532 x 71.6%), as shown in Figure A5. The year-round population and household estimates shown in Figure A5 are used to determine peak population and households, which takes into account the large percentage of seasonal or recreational housing units.

Figure A5: 2018 Year-Round Population and Households

	2010*	2017	Difference
Housing Units	5,224	6,532	**1,308**
Occupied Units	3,330	4,677	**1,347**
Vacant Units#	1,894	1,855	**-39**
Seasonal	1,238	1,538	**300**
Household Population##	7,836	10,897	**3,061**
Prison**		16,400	
		27,297	

**2010 US Census*
***Provided by Town of Florence*
#2017 vacant units estimate is based on 2016 ACS rate of 28.4%
##2010 household population is from the US Census. 2017 estimate is based on 2.33 pph factor from 2016 ACS data

To calculate peak population, the year-round household estimate of 4,677 is used as the base. Seasonal households (defined by the U.S. Census Bureau as housing units for seasonal, occasional, or recreational use) are added to year-round households to determine peak households. Seasonal housing units were estimated by adding the Town's estimate of seasonal units to the 2010 US Census estimate of seasonal units. Seasonal units are estimated at 1,538. Combining the estimates of year-round and seasonal households, results in a peak household estimate of 6,215 units (4,677 + 1,538 = 6,215) for the Town of Florence. To estimate peak population, the peak household estimate of 6,215 is multiplied by the overall persons per household ratio of 2.33, resulting in 14,480 persons. Adding this value to the group quarters population results in a 2018 peak population of 30,880 persons, as shown in Figure A6.

Figure A6: 2018 Peak Population and Households

Year-Round Households	4,677
Housing Units for seasonal, recreational, or occasional use[2]	1,538
Peak Households	6,215
Persons per Household[2]	2.33
Peak Population in Households	14,480
Group Quarters Population	16,400
Peak Population[2]	30,880

2. TischlerBise calculation based on seasonal units from 2010 plus the Town's estimate of seasonal units added since 2010.

Townwide Population Projections

Based on the 2018 housing unit estimate, and year-round and peak populations derived in Figures A5 and A6, TischlerBise developed peak population and household projections for the ten-year period from 2018-2028. These projections result in a ten-year increase of 4,433 persons (3,331 year-round residents and 1,101 seasonal residents) as shown in Figure A7.

Figure A7: Townwide Housing Unit and Population Projections

	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	10-Year
	Base Year	1	2	3	4	5	6	7	8	9	10	Increase
Population												
Year-Round in HH	10,897	11,230	11,563	11,897	12,230	12,563	12,896	13,229	13,562	13,895	14,229	**3,331**
Seasonal	3,583	3,696	3,806	3,916	4,025	4,135	4,245	4,355	4,465	4,574	4,684	**1,101**
Peak in HH	*14,480*	*14,926*	*15,369*	*15,812*	*16,255*	*16,698*	*17,141*	*17,584*	*18,027*	*18,470*	*18,913*	
Total Peak	**30,880**	**31,326**	**31,769**	**32,212**	**32,655**	**33,098**	**33,541**	**33,984**	**34,427**	**34,870**	**35,313**	**4,433**
Housing Units	**6,532**	**6,732**	**6,932**	**7,132**	**7,332**	**7,532**	**7,732**	**7,932**	**8,132**	**8,332**	**8,532**	**2,000**
Single-Family	5,715	5,890	6,064	6,239	6,414	6,589	6,764	6,939	7,114	7,289	7,464	**1,750**
Multifamily	817	842	868	893	918	943	968	993	1,018	1,043	1,068	**250**
Peak Households	**6,215**	**6,409**	**6,599**	**6,790**	**6,980**	**7,170**	**7,361**	**7,551**	**7,742**	**7,932**	**8,122**	**1,908**
Single-Family	5,437	5,607	5,773	5,940	6,107	6,273	6,440	6,606	6,773	6,939	7,106	**1,669**
Multifamily	778	802	826	850	874	897	921	945	969	993	1,017	**239**

TischlerBise compared population projections derived based on the PPH factors in Figure 1 to Maricopa Association of Governments (MAG) projections. MAG projects a ten-year increase of 6,800 persons, while TischlerBise projections based on the previously discussed development indicators suggest an increase of 5,439 persons. MAG projections do not take seasonal or transient population into consideration, therefore while TischlerBise projects a smaller increase in population over the ten-year period, the estimate of total population in 2028, 35,313, is only slightly higher than that of MAG's projection of 34,600, due to a higher base-year estimate of total peak population.

Population Projections for Town of Florence Utility Service Area

The Town of Florence has several water and sewer providers, necessitating the need for TischlerBise to project the amount of residential development within the Town of Florence utility service area. To determine the amount of development that is likely to occur in the Town utility service area, TischlerBise evaluated building permit data over the last five years, which indicates that approximately 99 percent of the single family units will be constructed outside of the Town of Florence utility service area. Figure A8 shows projected development inside and outside the Town of Florence utility service areas.

Figure A8: Housing Unit and Population Projections for Utility Service Areas

	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	10-Year
	Base Year	1	2	3	4	5	6	7	8	9	10	Increase
Population												
Year-Round in HH	10,897	11,230	11,563	11,897	12,230	12,563	12,896	13,229	13,562	13,895	14,229	3,331
Seasonal	3,583	3,696	3,806	3,916	4,025	4,135	4,245	4,355	4,465	4,574	4,684	1,101
Peak in HH	14,480	14,926	15,369	15,812	16,255	16,698	17,141	17,584	18,027	18,470	18,913	4,433
Total Peak	30,880	31,326	31,769	32,212	32,655	33,098	33,541	33,984	34,427	34,870	35,313	4,433
Housing Units	6,532	6,732	6,932	7,132	7,332	7,532	7,732	7,932	8,132	8,332	8,532	2,000
Single-Family	5,715	5,890	6,064	6,239	6,414	6,589	6,764	6,939	7,114	7,289	7,464	1,750
Non-Florence Utility Area Share	5,651	5,824	5,997	6,170	6,343	6,516	6,689	6,862	7,035	7,208	7,381	1,730
All Other Areas	64	66	68	70	72	73	75	77	79	81	83	20
Multi-Family	817	842	868	893	918	943	968	993	1,018	1,043	1,068	250
Peak Households	6,215	6,409	6,599	6,790	6,980	7,170	7,361	7,551	7,742	7,932	8,122	1,908
Single-Family	5,437	5,607	5,773	5,940	6,107	6,273	6,440	6,606	6,773	6,939	7,106	1,669
Multi-Family	778	802	826	850	874	897	921	945	969	993	1,017	239
Popualtion in Group Quarters	16,400	16,400	16,400	16,400	16,400	16,400	16,400	16,400	16,400	16,400	16,400	
Population-Other Utility Service Areas	10,567	10,891	11,214	11,538	11,861	12,185	12,508	12,832	13,155	13,479	13,802	3,235
Population-Florence Utility Areas	3,913	4,036	4,155	4,275	4,394	4,513	4,633	4,752	4,872	4,991	5,110	1,197
	30,880	31,326	31,769	32,212	32,655	33,098	33,541	33,984	34,427	34,870	35,313	

NONRESIDENTIAL DEVELOPMENT

In addition to data on the residential market, calculating development fees requires data on the nonresidential market, including number of jobs and nonresidential square footage in the Town of Florence. TischlerBise uses the term "jobs" to refer to employment by place of work. Current estimates and future projections of nonresidential development are detailed in this section.

Job estimates can be used to estimate nonresidential square footage based on data published by The Institute of Transportation Engineers, which provides measures of average square feet per employee. The land uses highlighted in Figure A9 are the prototypes used to estimate nonresidential square footage in the Town of Florence. Light Industrial (ITE110) is a good approximation for Industrial/Flex square footage. General Office (ITE710) is used for Office/Institutional square footage, and Shopping Center (ITE820) is used for Commercial/Retail square footage.

Figure A9: Nonresidential Service Units per Development Unit

ITE Code	Land Use	Demand Unit	Wkdy Trip Ends Per Dmd Unit*	Wkdy Trip Ends Per Employee*	Emp Per Dmd Unit	Sq Ft Per Emp
110	Light Industrial	1,000 Sq Ft	4.96	3.05	1.63	615
130	Industrial Park	1,000 Sq Ft	3.37	2.91	1.16	864
140	Manufacturing	1,000 Sq Ft	3.93	2.47	1.59	628
150	Warehousing	1,000 Sq Ft	1.74	5.05	0.34	2,902
254	Assisted Living	bed	2.60	4.24	0.61	na
310	Hotel	bed	8.36	14.34	0.58	na
320	Motel	room	3.35	25.17	0.13	na
520	Elementary School	1,000 Sq Ft	19.52	21.00	0.93	1,076
530	High School	1,000 Sq Ft	14.07	22.25	0.63	1,581
540	Community College	student	1.15	14.61	0.08	na
550	University/College	student	1.56	8.89	0.18	na
565	Day Care	student	4.09	21.38	0.19	na
610	Hospital	1,000 Sq Ft	10.72	3.79	2.83	354
620	Nursing Home	1,000 Sq Ft	6.64	2.91	2.28	438
710	General Office (avg size)	1,000 Sq Ft	9.74	3.28	2.97	337
760	Research & Dev Center	1,000 Sq Ft	11.26	3.29	3.42	292
770	Business Park	1,000 Sq Ft	12.44	4.04	3.08	325
820	Shopping Center (avg size)	1,000 Sq Ft	37.75	16.11	2.34	427

* *Trip Generation, Institute of Transportation Engineers, 10th Edition (2017).*

Current Estimate of Employment and Nonresidential Square Footage

To derive current nonresidential floor area, TischlerBise uses ESRI employment estimates, available by industry sector. Jobs are organized by three industry types: Commercial/Retail, Office/Institutional, and Industrial/Flex. These estimates state that there are 7,626 total jobs in Florence in 2017. Each sector's jobs total is multiplied by the ITE average square footage per employee factors shown in Figure A8. This results in a base year estimate of approximately 0.270 million square feet of Commercial/Retail development (634 jobs x 427 square feet per job), 2.305 million square feet of Office/Institutional development (6,840 jobs x 337 square feet per job), and approximately 93,000 square feet of Industrial/Flex development (152 jobs x 615 square feet per job). Estimated floor area totals 2.669 million square feet.

Figure A10: Estimated Employment and Distribution by Industry Type

Type	2017 Jobs [1]	Share of Total Jobs	SF per Employee [2]	2016 Estimated Floor Area	Jobs per 1000 SF
Commercial/Retail [3]	634	8.3%	427	270,718	2.34
Office/Institutional [4]	6,840	89.7%	337	2,305,080	2.97
Industrial/Flex [5]	152	2.0%	615	93,480	1.63
TOTAL	7,626	100.0%		2,669,278	

1. Florence Business Summary 2017, Esri Total Residential Forecasts.

2. Trip Generation, Institute of Transportation Engineers, 2017.

3. Major sector is Eating & Drinking Places.

4. Major sector is Government.

5. Major sector is Construction.

Employment and Nonresidential Floor Area Projections

The employment and nonresidential square footage estimates detailed above in Figure A10 represent the base year estimates used to derive projections for future employment and nonresidential floor area. Past trends in employment and the nonresidential market are also taken into consideration.

AZMAG publishes employment projections for Maricopa Area jurisdictions by Residential Analysis Zones (RAZ). The growth rates from these projections are applied to the 2018 base year employment data to project employment, and nonresidential development, over the next ten years. The AZMAG average annual employment growth rate between 2015 and 2020 is 3.62%. The average annual employment growth rate between 2020 and 2030 is 4.3%. The projected increase in employment can then be used to project growth in nonresidential square footage using the square feet per employee factors shown in Figures A8 and A9. These estimates are shown in Figure A11 below. Over the next ten years, Florence expects to add approximately 3,719 jobs. Therefore, approximately 1.3 million square feet of nonresidential development should be added during the same time period. These estimates represent an average increase of approximately 130,000 square feet per year.

Figure A11: Employment and Nonresidential Floor Area Projections

	2018	2019	2020	2021	2022	2023	2028	10-Year
	Base Yr	1	2	3	4	5	10	Increase
EMPLOYMENT BY TYPE								
Commercial/Retail	634	657	681	705	731	763	943	309
Office/Institutional	6,840	7,087	7,344	7,609	7,885	8,227	10,176	3,336
Industrial/Flex	152	157	163	169	175	183	226	74
Total Employment	**7,626**	**7,902**	**8,188**	**8,484**	**8,791**	**9,172**	**11,345**	**3,719**
NONRES. FLOOR AREA (X 1,000 SF)								
Commercial/Retail	271	281	291	301	312	326	403	132
Office/Institutional	2,305	2,388	2,475	2,564	2,657	2,773	3,429	1,124
Industrial/Flex	93	97	100	104	108	112	139	46
Total Nonres. Floor Area	**2,669**	**2,766**	**2,866**	**2,970**	**3,077**	**3,211**	**3,971**	**1,302**

	2018-19	2019-20	2020-21	2021-22	2022-23	2027-28	10-Year
	1	2	3	4	5	10	Average
ANNUAL INCREASE							
Employment	276	286	296	307	382	472	372
Commercial/Retail KSF	10	10	11	11	14	17	13
Office/Institutional KSF	83	86	90	93	115	143	112
Industrial/Flex KSF	3	4	4	4	5	6	5
Total Nonres. Floor Area KSF	97	100	104	107	134	165	130

Average Daily Vehicle Trips

Average daily vehicle Trips are used as a measure of demand by land use. Vehicle trips are estimated using average weekday vehicle trip ends from the reference book, *Trip Generation, 10th Edition*, published by the Institute of Transportation Engineers (ITE) in 2017. A vehicle trip end represents a vehicle either entering or exiting a development (as if a traffic counter were placed across a driveway). Adjustment

factors must be used when calculating vehicle trips in order to avoid double counting each trip, both at the origin and the destination.

Residential Vehicle Trips

As an alternative to using the national average trip generation rate for residential development, the Institute of Transportation Engineers (ITE) publishes regression curve formulas that may be used to derive custom trip generation rates using local demographic data. Key independent variables needed for the analysis (i.e. vehicles available, housing units, households, and persons) are available from American Community Survey data. Shown below in Figure A12, custom trip generation rates for Florence differ significantly from the national averages. Single-family residential development is estimated to generate 6.20 average weekday vehicle trip ends per dwelling unit; 34% fewer than the national average of 9.44 (ITE 210). The multifamily housing category is estimated to generate 4.30 average weekday vehicle trip ends per dwelling; 21% fewer trips than the national average of 5.44 (ITE 221).

Figure A12: Average Weekday Vehicle Trip Ends by Housing Type

		Households by Structure Type [2]			Vehicles per Household by Tenure
	Vehicles Available	Single-Family Units*	All Other Housing Types	Total HHs	
Owner-occupied	6,123	3,762	224	3,986	1.54
Renter-occupied	1,915	844	642	1,486	1.29
TOTAL	***8,038***	***4,606***	***866***	***5,472***	***1.47***
Housing Units (6) =>		6,671	968	7,639	
Persons per Housing Unit =>		*1.68*	*1.60*	*1.67*	

	Persons in Household [3]	Trip Ends [4]	Vehicles by Type of Housing	Trip Ends [5]	Average Trip Ends	Trip Ends per Housing Unit	
						Florence	ITE
Single-Family Units	11,180	37,401	6,867	45,264	41,332	6.20	9.44
Multifamily	1,550	3,468	1,171	4,909	4,189	4.30	5.44
TOTAL	***12,730***	***40,869***	***8,038***	***50,173***	***45,521***	***6.00***	

** Includes Single Family Detached, Attached, and Manufactured Homes*
(1) Vehicles available by tenure from Table B25046, 2012-2016 American Community Survey 5-Year Estimates.
(2) Households by tenure and units in structure from Table B25032, American Community Survey, 2012-2016.
(3) Persons by units in structure from Table B25033, American Community Survey, 2011-2015.
(4) Vehicle trips ends based on persons using formulas from Trip Generation (ITE 2017). For single family housing (ITE 210), the fitted curve equation is EXP(0.89*LN(persons)+1.72). To approximate the average population of the ITE studies, persons were divided by 28 and the equation result multiplied by 28. For multifamily housing (ITE 221), the fitted curve equation is (2.29*persons)-81.02.
(5) Vehicle trip ends based on vehicles available using formulas from Trip Generation (ITE 2017). For single family housing (ITE 210), the fitted curve equation is EXP(0.99*LN(vehicles)+1.93). To approximate the average number of vehicles in the ITE studies, vehicles available were divided by 35.7 and the equation result multiplied by 35.7. For multifamily housing (ITE 220), the fitted curve equation is (3.94*vehicles)+293.58 (ITE 2012).
(6) Housing units from Table B25024, American Community Survey, 2011-2015.

DETAILED DEVELOPMENT PROJECTIONS

Figure A13 below provides a summary of demographic and development projections discussed in this memorandum. These projections will be used for the development impact fee study. The development fee calculations use a base year of 2018, and the projections thereafter are used to estimate projected future demand for service and infrastructure, along with the revenues and expenditures associated with this demand.

Figure A13: Townwide Development Projections Summary

	2018	2019	2020	2021	2022	2023	2028	10-Year
	Base Yr	1	2	3	4	5	10	Increase
POPULATION								
Year-Round in HH	10,897	11,230	11,563	11,897	12,230	12,563	14,229	3,331
Total Year-Round	27,297	27,630	27,963	28,297	28,630	28,963	30,629	3,331
Seasonal	3,583	3,696	3,806	3,916	4,025	4,135	4,684	1,101
Total Peak	30,880	31,326	31,769	32,212	32,655	33,098	35,313	4,433
HOUSING UNITS								
Single-Family	5,715	5,890	6,064	6,239	6,414	6,589	7,464	1,750
Multi-Family	817	842	868	893	918	943	1,068	250
Total Housing Units	6,532	6,732	6,932	7,132	7,332	7,532	8,532	2,000
EMPLOYMENT BY TYPE								
Commercial/Retail	634	657	681	705	731	763	943	309
Office/Institutional	6,840	7,087	7,344	7,609	7,885	8,227	10,176	3,336
Industrial/Flex	152	157	163	169	175	183	226	74
Total Employment	7,626	7,902	8,188	8,484	8,791	9,172	11,345	3,719
NONRES. FLOOR AREA (X 1,000 SF)								
Commercial/Retail	271	281	291	301	312	326	403	132
Office/Institutional	2,305	2,388	2,475	2,564	2,657	2,773	3,429	1,124
Industrial/Flex	93	97	100	104	108	112	139	46
Total Nonres. Floor Area	2,669	2,766	2,866	2,970	3,077	3,211	3,971	1,302

	2018-19	2019-20	2020-21	2021-22	2022-23	2027-28	10-Year
ANNUAL INCREASE	1	2	3	4	5	10	Average
Year-Round Population	333	333	333	333	333	333	333
Peak Population	446	443	443	443	443	443	443
Total Housing Units	200	200	200	200	200	200	200
Total Employment	276	286	296	307	382	472	372
Total Nonres. Floor Area	97	100	104	107	134	165	130

Over the next ten years, land use assumptions indicate that housing units will increase by an average of 200 units per year, and nonresidential square footage will increase by an average of approximately 130,000 square feet per year. The increase in residential development will primarily be single family housing units.

APPENDIX B: ARIZONA REVISED STATUTES

Arizona Revised Statutes (ARS) 9-463.05. Development fees; imposition by cities and towns; infrastructure improvements plan; annual report; advisory committee; limitation on actions; definitions

(Effective January 1, 2012)

A. A municipality may assess development fees to offset costs to the municipality associated with providing necessary public services to a development, including the costs of infrastructure, improvements, real property, engineering and architectural services, financing and professional services required for the preparation or revision of a development fee pursuant to this section, including the relevant portion of the infrastructure improvements plan.

B. Development fees assessed by a municipality under this section are subject to the following requirements:

1. Development fees shall result in a beneficial use to the development.

2. The municipality shall calculate the development fee based on the infrastructure improvements plan adopted pursuant to this section.

3. The development fee shall not exceed a proportionate share of the cost of necessary public services, based on service units, needed to provide necessary public services to the development.

4. Costs for necessary public services made necessary by new development shall be based on the same level of service provided to existing development in the service area.

5. Development fees may not be used for any of the following:

(a) Construction, acquisition or expansion of public facilities or assets other than necessary public services or facility expansions identified in the infrastructure improvements plan.

(b) Repair, operation or maintenance of existing or new necessary public services or facility expansions.

(c) Upgrading, updating, expanding, correcting or replacing existing necessary public services to serve existing development in order to meet stricter safety, efficiency, environmental or regulatory standards.

(d) Upgrading, updating, expanding, correcting or replacing existing necessary public services to provide a higher level of service to existing development.

(e) Administrative, maintenance or operating costs of the municipality.

6. Any development for which a development fee has been paid is entitled to the use and benefit of the services for which the fee was imposed and is entitled to receive immediate service from any existing facility with available capacity to serve the new service units if the available capacity has not been reserved or pledged in connection with the construction or financing of the facility.

7. Development fees may be collected if any of the following occurs:

(a) The collection is made to pay for a necessary public service or facility expansion that is identified in the infrastructure improvements plan and the municipality plans to complete construction and to have the service available within the time period established in the infrastructure improvement plan, but in no event longer than the time period provided in subsection H, paragraph 3 of this section.

(b) The municipality reserves in the infrastructure improvements plan adopted pursuant to this section or otherwise agrees to reserve capacity to serve future development.

(c) The municipality requires or agrees to allow the owner of a development to construct or finance the necessary public service or facility expansion and any of the following apply:

(i) The costs incurred or money advanced are credited against or reimbursed from the development fees otherwise due from a development.

(ii) The municipality reimburses the owner for those costs from the development fees paid from all developments that will use those necessary public services or facility expansions.

(iii) For those costs incurred the municipality allows the owner to assign the credits or reimbursement rights from the development fees otherwise due from a development to other developments for the same category of necessary public services in the same service area.

8. Projected interest charges and other finance costs may be included in determining the amount of development fees only if the monies are used for the payment of principal and interest on the portion of the bonds, notes or other obligations issued to finance construction of necessary public services or facility expansions identified in the infrastructure improvements plan.

9. Monies received from development fees assessed pursuant to this section shall be placed in a separate fund and accounted for separately and may only be used for the purposes authorized by this section. Monies received from a development fee identified in an infrastructure improvements plan adopted or updated pursuant to subsection D of this section shall be used to provide the same category of necessary public services or facility expansions for which the development fee was assessed and for the benefit of the same service area, as defined in the infrastructure improvements plan, in which the development fee was assessed. Interest earned on monies in the separate fund shall be credited to the fund.

10. The schedule for payment of fees shall be provided by the municipality. Based on the cost identified in the infrastructure improvements plan, the municipality shall provide a credit toward the payment of a development fee for the required or agreed to dedication of public sites, improvements and other necessary public services or facility expansions included in the infrastructure improvements plan and for which a development fee is assessed, to the extent the

public sites, improvements and necessary public services or facility expansions are provided by the developer. The developer of residential dwelling units shall be required to pay development fees when construction permits for the dwelling units are issued, or at a later time if specified in a development agreement pursuant to section 9-500.05. If a development agreement provides for fees to be paid at a time later than the issuance of construction permits, the deferred fees shall be paid no later than fifteen days after the issuance of a certificate of occupancy. The development agreement shall provide for the value of any deferred fees to be supported by appropriate security, including a surety bond, letter of credit or cash bond.

11. If a municipality requires as a condition of development approval the construction or improvement of, contributions to or dedication of any facilities that were not included in a previously adopted infrastructure improvements plan, the municipality shall cause the infrastructure improvements plan to be amended to include the facilities and shall provide a credit toward the payment of a development fee for the construction, improvement, contribution or dedication of the facilities to the extent that the facilities will substitute for or otherwise reduce the need for other similar facilities in the infrastructure improvements plan for which development fees were assessed.

12. The municipality shall forecast the contribution to be made in the future in cash or by taxes, fees, assessments or other sources of revenue derived from the property owner towards the capital costs of the necessary public service covered by the development fee and shall include these contributions in determining the extent of the burden imposed by the development. Beginning August 1, 2014, for purposes of calculating the required offset to development fees pursuant to this subsection, if a municipality imposes a construction contracting or similar excise tax rate in excess of the percentage amount of the transaction privilege tax rate imposed on the majority of other transaction privilege tax classifications, the entire excess portion of the construction contracting or similar excise tax shall be treated as a contribution to the capital costs of necessary public services provided to development for which development fees are assessed, unless the excess portion was already taken into account for such purpose pursuant to this subsection.

13. If development fees are assessed by a municipality, the fees shall be assessed against commercial, residential and industrial development, except that the municipality may distinguish between different categories of residential, commercial and industrial development in assessing the costs to the municipality of providing necessary public services to new development and in determining the amount of the development fee applicable to the category of development. If a municipality agrees to waive any of the development fees assessed on a development, the municipality shall reimburse the appropriate development fee accounts for the amount that was waived. The municipality shall provide notice of any such waiver to the advisory committee established pursuant to subsection G of this section within thirty days.

14. In determining and assessing a development fee applying to land in a community facilities district established under title 48, chapter 4, article 6, the municipality shall consider all public

infrastructure provided by the district and capital costs paid by the district for necessary public services and shall not assess a portion of the development fee based on the infrastructure or costs.

C. A municipality shall give at least thirty days' advance notice of intention to assess a development fee and shall release to the public and post on its website or the website of an association of cities and towns if a municipality does not have a website a written report of the land use assumptions and infrastructure improvements plan adopted pursuant to subsection D of this section. The municipality shall conduct a public hearing on the proposed development fee at any time after the expiration of the thirty day notice of intention to assess a development fee and at least thirty days before the scheduled date of adoption of the fee by the governing body. Within sixty days after the date of the public hearing on the proposed development fee, a municipality shall approve or disapprove the imposition of the development fee. A municipality shall not adopt an ordinance, order or resolution approving a development fee as an emergency measure. A development fee assessed pursuant to this section shall not be effective until seventy-five days after its formal adoption by the governing body of the municipality. Nothing in this subsection shall affect any development fee adopted before July 24, 1982.

D. Before the adoption or amendment of a development fee, the governing body of the municipality shall adopt or update the land use assumptions and infrastructure improvements plan for the designated service area. The municipality shall conduct a public hearing on the land use assumptions and infrastructure improvements plan at least thirty days before the adoption or update of the plan. The municipality shall release the plan to the public, post the plan on its website or the website of an association of cities and towns if the municipality does not have a website, including in the posting its land use assumptions, the time period of the projections, a description of the necessary public services included in the infrastructure improvements plan and a map of the service area to which the land use assumptions apply, make available to the public the documents used to prepare the assumptions and plan and provide public notice at least sixty days before the public hearing, subject to the following:

1. The land use assumptions and infrastructure improvements plan shall be approved or disapproved within sixty days after the public hearing on the land use assumptions and infrastructure improvements plan and at least thirty days before the public hearing on the report required by subsection C of this section. A municipality shall not adopt an ordinance, order or resolution approving the land use assumptions or infrastructure improvements plan as an emergency measure.

2. An infrastructure improvements plan shall be developed by qualified professionals using generally accepted engineering and planning practices pursuant to subsection E of this section.

3. A municipality shall update the land use assumptions and infrastructure improvements plan at least every five years. The initial five year period begins on the day the infrastructure improvements plan is adopted. The municipality shall review and evaluate its current land use assumptions and shall cause an update of the infrastructure improvements plan to be prepared pursuant to this section.

4. Within sixty days after completion of the updated land use assumptions and infrastructure improvements plan, the municipality shall schedule and provide notice of a public hearing to discuss and review the update and shall determine whether to amend the assumptions and plan.

5. A municipality shall hold a public hearing to discuss the proposed amendments to the land use assumptions, the infrastructure improvements plan or the development fee. The land use assumptions and the infrastructure improvements plan, including the amount of any proposed changes to the development fee per service unit, shall be made available to the public on or before the date of the first publication of the notice of the hearing on the amendments.

6. The notice and hearing procedures prescribed in paragraph 1 of this subsection apply to a hearing on the amendment of land use assumptions, an infrastructure improvement plan or a development fee. Within sixty days after the date of the public hearing on the amendments, a municipality shall approve or disapprove the amendments to the land use assumptions, infrastructure improvements plan or development fee. A municipality shall not adopt an ordinance, order or resolution approving the amended land use assumptions, infrastructure improvements plan or development fee as an emergency measure.

7. The advisory committee established under subsection G of this section shall file its written comments on any proposed or updated land use assumptions, infrastructure improvements plan and development fees before the fifth business day before the date of the public hearing on the proposed or updated assumptions, plan and fees.

8. If, at the time an update as prescribed in paragraph 3 of this subsection is required, the municipality determines that no changes to the land use assumptions, infrastructure improvements plan or development fees are needed, the municipality may as an alternative to the updating requirements of this subsection publish notice of its determination on its website and include the following:

> (a) A statement that the municipality has determined that no change to the land use assumptions, infrastructure improvements plan or development fee is necessary.
>
> (b) A description and map of the service area in which an update has been determined to be unnecessary.
>
> (c) A statement that by a specified date, which shall be at least sixty days after the date of publication of the first notice, a person may make a written request to the municipality requesting that the land use assumptions, infrastructure improvements plan or development fee be updated.
>
> (d) A statement identifying the person or entity to whom the written request for an update should be sent.

9. If, by the date specified pursuant to paragraph 8 of this subsection, a person requests in writing that the land use assumptions, infrastructure improvements plan or development fee be updated,

the municipality shall cause, accept or reject an update of the assumptions and plan to be prepared pursuant to this subsection.

10. Notwithstanding the notice and hearing requirements for adoption of an infrastructure improvements plan, a municipality may amend an infrastructure improvements plan adopted pursuant to this section without a public hearing if the amendment addresses only elements of necessary public services in the existing infrastructure improvements plan and the changes to the plan will not, individually or cumulatively with other amendments adopted pursuant to this subsection, increase the level of service in the service area or cause a development fee increase of greater than five per cent when a new or modified development fee is assessed pursuant to this section. The municipality shall provide notice of any such amendment at least thirty days before adoption, shall post the amendment on its website or on the website of an association of cities and towns if the municipality does not have a website and shall provide notice to the advisory committee established pursuant to subsection G of this section that the amendment complies with this subsection.

E. For each necessary public service that is the subject of a development fee, the infrastructure improvements plan shall include:

1. A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable.

2. An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable.

3. A description of all or the parts of the necessary public services or facility expansions and their costs necessitated by and attributable to development in the service area based on the approved land use assumptions, including a forecast of the costs of infrastructure, improvements, real property, financing, engineering and architectural services, which shall be prepared by qualified professionals licensed in this state, as applicable.

4. A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial.

5. The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria.

6. The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years.

7. A forecast of revenues generated by new service units other than development fees, which shall include estimated state-shared revenue, highway users revenue, federal revenue, ad valorem property taxes, construction contracting or similar excise taxes and the capital recovery portion of utility fees attributable to development based on the approved land use assumptions, and a plan to include these contributions in determining the extent of the burden imposed by the development as required in subsection B, paragraph 12 of this section.

F. A municipality's development fee ordinance shall provide that a new development fee or an increased portion of a modified development fee shall not be assessed against a development for twenty-four months after the date that the municipality issues the final approval for a commercial, industrial or multifamily development or the date that the first building permit is issued for a residential development pursuant to an approved site plan or subdivision plat, provided that no subsequent changes are made to the approved site plan or subdivision plat that would increase the number of service units. If the number of service units increases, the new or increased portion of a modified development fee shall be limited to the amount attributable to the additional service units. The twenty-four month period shall not be extended by a renewal or amendment of the site plan or the final subdivision plat that was the subject of the final approval. The municipality shall issue, on request, a written statement of the development fee schedule applicable to the development. If, after the date of the municipality's final approval of a development, the municipality reduces the development fee assessed on development, the reduced fee shall apply to the development.

G. A municipality shall do one of the following:

1. Before the adoption of proposed or updated land use assumptions, infrastructure improvements plan and development fees as prescribed in subsection D of this section, the municipality shall appoint an infrastructure improvements advisory committee, subject to the following requirements:

(a) The advisory committee shall be composed of at least five members who are appointed by the governing body of the municipality. At least fifty per cent of the members of the advisory committee must be representatives of the real estate, development or building industries, of which at least one member of the committee must be from the home building industry. Members shall not be employees or officials of the municipality.

(b) The advisory committee shall serve in an advisory capacity and shall:

(i) Advise the municipality in adopting land use assumptions and in determining whether the assumptions are in conformance with the general plan of the municipality.

(ii) Review the infrastructure improvements plan and file written comments.

(iii) Monitor and evaluate implementation of the infrastructure improvements plan.

(iv) Every year file reports with respect to the progress of the infrastructure improvements plan and the collection and expenditures of development fees and report to the municipality any perceived inequities in implementing the plan or imposing the development fee.

(v) Advise the municipality of the need to update or revise the land use assumptions, infrastructure improvements plan and development fee.

(c) The municipality shall make available to the advisory committee any professional reports with respect to developing and implementing the infrastructure improvements plan.

(d) The municipality shall adopt procedural rules for the advisory committee to follow in carrying out the committee's duties.

2. In lieu of creating an advisory committee pursuant to paragraph 1 of this subsection, provide for a biennial certified audit of the municipality's land use assumptions, infrastructure improvements plan and development fees. An audit pursuant to this paragraph shall be conducted by one or more qualified professionals who are not employees or officials of the municipality and who did not prepare the infrastructure improvements plan. The audit shall review the progress of the infrastructure improvements plan, including the collection and expenditures of development fees for each project in the plan, and evaluate any inequities in implementing the plan or imposing the development fee. The municipality shall post the findings of the audit on the municipality's website or the website of an association of cities and towns if the municipality does not have a website and shall conduct a public hearing on the audit within sixty days of the release of the audit to the public.

H. On written request, an owner of real property for which a development fee has been paid after July 31, 2014 is entitled to a refund of a development fee or any part of a development fee if:

1. Pursuant to subsection B, paragraph 6 of this section, existing facilities are available and service is not provided.

2. The municipality has, after collecting the fee to construct a facility when service is not available, failed to complete construction within the time period identified in the infrastructure improvements plan, but in no event later than the time period specified in paragraph 3 of this subsection.

3. For a development fee other than a development fee for water or wastewater facilities, any part of the development fee is not spent as authorized by this section within ten years after the fee has been paid or, for a development fee for water or wastewater facilities, any part of the development fee is not spent as authorized by this section within fifteen years after the fee has been paid.

I. If the development fee was collected for the construction of all or a portion of a specific item of infrastructure, and on completion of the infrastructure the municipality determines that the actual cost

of construction was less than the forecasted cost of construction on which the development fee was based and the difference between the actual and estimated cost is greater than ten per cent, the current owner may receive a refund of the portion of the development fee equal to the difference between the development fee paid and the development fee that would have been due if the development fee had been calculated at the actual construction cost.

J. A refund shall include any interest earned by the municipality from the date of collection to the date of refund on the amount of the refunded fee. All refunds shall be made to the record owner of the property at the time the refund is paid. If the development fee is paid by a governmental entity, the refund shall be paid to the governmental entity.

K. A development fee that was adopted before January 1, 2012 may continue to be assessed only to the extent that it will be used to provide a necessary public service for which development fees can be assessed pursuant to this section and shall be replaced by a development fee imposed under this section on or before August 1, 2014. Any municipality having a development fee that has not been replaced under this section on or before August 1, 2014 shall not collect development fees until the development fee has been replaced with a fee that complies with this section. Any development fee monies collected before January 1, 2012 remaining in a development fee account:

1. Shall be used towards the same category of necessary public services as authorized by this section.

2. If development fees were collected for a purpose not authorized by this section, shall be used for the purpose for which they were collected on or before January 1, 2020, and after which, if not spent, shall be distributed equally among the categories of necessary public services authorized by this section.

L. A moratorium shall not be placed on development for the sole purpose of awaiting completion of all or any part of the process necessary to develop, adopt or update development fees.

M. In any judicial action interpreting this section, all powers conferred on municipal governments in this section shall be narrowly construed to ensure that development fees are not used to impose on new residents a burden all taxpayers of a municipality should bear equally.

N. Each municipality that assesses development fees shall submit an annual report accounting for the collection and use of the fees for each service area. The annual report shall include the following:

1. The amount assessed by the municipality for each type of development fee.

2. The balance of each fund maintained for each type of development fee assessed as of the beginning and end of the fiscal year.

3. The amount of interest or other earnings on the monies in each fund as of the end of the fiscal year.

4. The amount of development fee monies used to repay:

(a) Bonds issued by the municipality to pay the cost of a capital improvement project that is the subject of a development fee assessment, including the amount needed to repay the debt service obligations on each facility for which development fees have been identified as the source of funding and the time frames in which the debt service will be repaid.

(b) Monies advanced by the municipality from funds other than the funds established for development fees in order to pay the cost of a capital improvement project that is the subject of a development fee assessment, the total amount advanced by the municipality for each facility, the source of the monies advanced and the terms under which the monies will be repaid to the municipality.

5. The amount of development fee monies spent on each capital improvement project that is the subject of a development fee assessment and the physical location of each capital improvement project.

6. The amount of development fee monies spent for each purpose other than a capital improvement project that is the subject of a development fee assessment.

O. Within ninety days following the end of each fiscal year, each municipality shall submit a copy of the annual report to the Town clerk and post the report on the municipality's website or the website of an association of cities and towns if the municipality does not have a website. Copies shall be made available to the public on request. The annual report may contain financial information that has not been audited.

P. A municipality that fails to file the report and post the report on the municipality's website or the website of an association of cities and towns if the municipality does not have a website as required by this section shall not collect development fees until the report is filed and posted.

Q. Any action to collect a development fee shall be commenced within two years after the obligation to pay the fee accrues.

R. A municipality may continue to assess a development fee adopted before January 1, 2012 for any facility that was financed before June 1, 2011 if:

1. Development fees were pledged to repay debt service obligations related to the construction of the facility.

2. After August 1, 2014, any development fees collected under this subsection are used solely for the payment of principal and interest on the portion of the bonds, notes or other debt service obligations issued before June 1, 2011 to finance construction of the facility.

S. Through August 1, 2014, a development fee adopted before January 1, 2012 may be used to finance construction of a facility and may be pledged to repay debt service obligations if:

1. The facility that is being financed is a facility that is described under subsection T, paragraph 7, subdivisions (a) through (g) of this section.

2. The facility was included in an infrastructure improvements plan adopted before June 1, 2011.

3. The development fees are used for the payment of principal and interest on the portion of the bonds, notes or other debt service obligations issued to finance construction of the necessary public services or facility expansions identified in the infrastructure improvement plan.

T. For the purposes of this section:

1. "Dedication" means the actual conveyance date or the date an improvement, facility or real or personal property is placed into service, whichever occurs first.

2. "Development" means:

(a) The subdivision of land.

(b) The construction, reconstruction, conversion, structural alteration, relocation or enlargement of any structure that adds or increases the number of service units.

(c) Any use or extension of the use of land that increases the number of service units.

3. "Facility expansion" means the expansion of the capacity of an existing facility that serves the same function as an otherwise new necessary public service in order that the existing facility may serve new development. Facility expansion does not include the repair, maintenance, modernization or expansion of an existing facility to better serve existing development.

4. "Final approval" means:

(a) For a nonresidential or multifamily development, the approval of a site plan or, if no site plan is submitted for the development, the approval of a final subdivision plat.

(b) For a single family residential development, the approval of a final subdivision plat.

5. "Infrastructure improvements plan" means a written plan that identifies each necessary public service or facility expansion that is proposed to be the subject of a development fee and otherwise complies with the requirements of this section, and may be the municipality's capital improvements plan.

6. "Land use assumptions" means projections of changes in land uses, densities, intensities and population for a specified service area over a period of at least ten years and pursuant to the general plan of the municipality.

7. "Necessary public service" means any of the following facilities that have a life expectancy of three or more years and that are owned and operated by or on behalf of the municipality:

(a) Water facilities, including the supply, transportation, treatment, purification and distribution of water, and any appurtenances for those facilities.

(b) Wastewater facilities, including collection, interception, transportation, treatment and disposal of wastewater, and any appurtenances for those facilities.

(c) Storm water, drainage and flood control facilities, including any appurtenances for those facilities.

(d) Library facilities of up to ten thousand square feet that provide a direct benefit to development, not including equipment, vehicles or appurtenances.

(e) Street facilities located in the service area, including arterial or collector streets or roads that have been designated on an officially adopted plan of the municipality, traffic signals and rights-of-way and improvements thereon.

(f) Fire and police facilities, including all appurtenances, equipment and vehicles. Fire and police facilities do not include a facility or portion of a facility that is used to replace services that were once provided elsewhere in the municipality, vehicles and equipment used to provide administrative services, helicopters or airplanes or a facility that is used for training firefighters or officers from more than one station or substation.

(g) Neighborhood parks and recreational facilities on real property up to thirty acres in area, or parks and recreational facilities larger than thirty acres if the facilities provide a direct benefit to the development. Park and recreational facilities do not include vehicles, equipment or that portion of any facility that is used for amusement parks, aquariums, aquatic centers, auditoriums, arenas, arts and cultural facilities, bandstand and orchestra facilities, bathhouses, boathouses, clubhouses, community centers greater than three thousand square feet in floor area, environmental education centers, equestrian facilities, golf course facilities, greenhouses, lakes, museums, theme parks, water reclamation or riparian areas, wetlands, zoo facilities or similar recreational facilities, but may include swimming pools.

(h) Any facility that was financed and that meets all of the requirements prescribed in subsection R of this section.

8. "Qualified professional" means a professional engineer, surveyor, financial analyst or planner providing services within the scope of the person's license, education or experience.

9. "Service area" means any specified area within the boundaries of a municipality in which development will be served by necessary public services or facility expansions and within which a substantial nexus exists between the necessary public services or facility expansions and the development being served as prescribed in the infrastructure improvements plan.

10. "Service unit" means a standardized measure of consumption, use, generation or discharge attributable to an individual unit of development calculated pursuant to generally accepted engineering or planning standards for a particular category of necessary public services or facility expansions.

APPENDIX C – FORECAST OF REVENUES

To be determined

APPENDIX D: IMPLEMENTATION AND ADMINISTRATION

As specified in ARS 9-463.05, there are certain accounting requirements that must be met by the Town:

> *Monies received from development fees assessed pursuant to this section shall be placed in a separate fund and accounted for separately and may only be used for the purposes authorized by this section. Monies received from a development fee identified in an infrastructure improvements plan adopted or updated pursuant to subsection D of this section shall be used to provide the same category of necessary public services or facility expansions for which the development fee was assessed and for the benefit of the same service area, as defined in the infrastructure improvements plan, in which the development fee was assessed. Interest earned on monies in the separate fund shall be credited to the fund.*

All costs in the development fee calculations are given in current dollars with no assumed inflation rate over time. If cost estimates change significantly the Town should update the fee calculations.

RESIDENTIAL DEVELOPMENT

As discussed below, residential development categories are based on data from the U.S. Census Bureau, American Community Survey. Florence will collect development fees from all new residential units, including mobile homes and Recreational Vehicles (RV). For a parcel intended for occupancy by multiple mobile homes and/or RVs, the landowner will pay a development fee for each site than can accommodate a residential unit. One-time development fees are determined by site capacity (i.e. number of residential units) and will not be imposed on replacement units.

Single-Family:

1. Single-family detached is a 1-unit structure detached from any other house, that is, with open space on all four sides. Such structures are considered detached even if they have an adjoining shed or garage. A one-family house that contains a business is considered detached as long as the building has open space on all four sides.
2. Single-family attached (townhouse) is a 1-unit structure that has one or more walls extending from ground to roof separating it from adjoining structures. In row houses (sometimes called townhouses), double houses, or houses attached to nonresidential structures, each house is a separate, attached structure if the dividing or common wall goes from ground to roof.
3. Mobile home includes both occupied and vacant mobile homes, to which no permanent rooms have been added, are counted in this category. Mobile homes used only for business purposes or for extra sleeping space and mobile homes for sale on a dealer's lot, at the factory, or in storage are not counted in the housing inventory.
4. Boat, RV, Van, Etc. includes any living quarters occupied as a housing unit that does not fit the other categories (e.g., houseboats, railroad cars, campers, and vans). Recreational vehicles, boats,

vans, railroad cars, and the like are included only if they are occupied as a current place of residence.

Multi-Family:

1. 2+ units (duplexes and apartments) are units in structures containing two or more housing units, further categorized as units in structures with "2, 3 or 4, 5 to 9, 10 to 19, 20 to 49, and 50 or more apartments."

NONRESIDENTIAL DEVELOPMENT

The proposed general nonresidential development categories (defined below) can be used for all new construction within Florence. Nonresidential development categories represent general groups of land uses that share similar average weekday vehicle trip generation rates and employment densities (i.e., jobs per thousand square feet of floor area).

Commercial / Retail: Establishments primarily selling merchandise, eating/drinking places, and entertainment uses. By way of example, *Commercial / Retail* includes shopping centers, supermarkets, pharmacies, restaurants, bars, nightclubs, automobile dealerships, and movie theaters.

Office / Institutional: Establishments providing management, administrative, professional, or business services; personal and health care services; lodging facilities; and public and quasi-public buildings providing educational, social assistance, or religious services. By way of example, *Office / Institutional* includes banks, business offices; hotels and motels; assisted living facilities, nursing homes, hospitals and medical offices; veterinarian clinics; and institutional facilities such as schools, universities, churches, daycare facilities, government buildings, and prisons.

Industrial: Establishments primarily engaged in the production, transportation, or storage of goods. By way of example, *Industrial* includes manufacturing plants, distribution warehouses, trucking companies, utility substations, power generation facilities, and telecommunications buildings.

	TOWN OF FLORENCE COUNCIL ACTION FORM	**AGENDA ITEM 9a**

MEETING DATE: October 15, 2018

DEPARTMENT: Fire Department

STAFF PRESENTER: David Strayer, Fire Chief

SUBJECT: Special Recognition of Assistance at a Major Medical Emergency

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

☒ **Other**

STRATEGIC PLAN REFERENCE:

☐ Community Vitality ☐ Economic Prosperity ☐ Leadership and Governance

☒ Partnerships and Relationships ☐ Transportation and Infrastructure

☐ Statutory ☐ None

RECOMMENDED MOTION/ACTION:

This is a special recognition of DEA Agent John Kruthaupt, and his wife, for the assistance they provided to the Fire Department at a mass casualty incident that occurred near Florence, on September 19, 2018. They will be formally thanked by the Fire Department and presented with a letter of appreciation.

BACKGROUND/DISCUSSION:

At a vehicle accident involving 11 patients with multiple fatalities that occurred on Highway 79, at mile post 122, on September 19, 2018, DEA Agent John Kruthaupt, and his wife, stopped and offered assistance to the Florence Fire Department. Agent Kruthaupt identified himself and stated that he was an Emergency Medical Technician and offered to help. He was assigned to the treatment area. Mrs. Kruthaupt also offered to assist and was able to translate for each patient and aided in gathering the necessary information. She also offered words of encouragement to the injured patients and helped keep them calm in the aftermath of the accident. Due to the remote location of the incident and the lack of resources in the area, the assistance provided by Mr. and Mrs. Kruthaupt was both needed and appreciated.

A VOTE OF NO WOULD MEAN:

Special Recognition Only

A VOTE OF YES WOULD MEAN:

Special Recognition Only

FINANCIAL IMPACT:

None

ATTACHMENTS:

None

	TOWN OF FLORENCE COUNCIL ACTION FORM	**AGENDA ITEM** 10a

MEETING DATE: October 15, 2018

DEPARTMENT: Finance/Police/Fleet

STAFF PRESENTER: Joe Jarvis, Finance Director

SUBJECT: Purchase of three Police Interceptors

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

☐ **Other**

STRATEGIC PLAN REFERENCE:

☐ Community Vitality ☐ Economic Prosperity ☐ Leadership and Governance
☐ Partnership and Relationships ☐ Transportation and Infrastructure
☐ Statutory ☒ None

RECOMMENDED MOTION/ACTION:

Move to approve the purchase of three Police Interceptors from San Tan Ford for a total amount not to exceed $96,706.14.

BACKGROUND/DISCUSSION:

The Fiscal Year 2018-2019 Capital Improvement Plan Budget includes $150,000 for the purchase of three patrol vehicles. Staff advertised for up to four police interceptor utility vehicles. The bids were opened on August 31, 2018.

The Town received four bids. San Tan Ford's bid for one vehicle was 1% higher than the lowest bidder but will provide the vehicle three months sooner. Due to the state of the Police Department's vehicles, staff recommends that the vehicles be purchased from San Tan Ford. This bid does not include the upfit for the vehicles.

A VOTE OF NO WOULD MEAN:

The Town would not process a purchase order with San Tan Ford for the purchase of three Police Interceptors.

A VOTE OF YES WOULD MEAN:

The Town would process a purchase order with San Tan Ford for the purchase of three Police Interceptors.

FINANCIAL IMPACT:

The cost of the three vehicles will be $96,706.14 and will be paid from the General Capital Fund 011-511-505.

ATTACHMENTS:

Bid Tabulation Sheet
Bid by San Tan Ford to be signed by the Mayor

Town of Florence
Bid Tabulation Sheet

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

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

[x] Formal Sealed Bid: # New 2018 Police Interceptor Utility Vehicles

Date Prepared: August 31, 2018

Prepared By: Maria Hernandez, Deputy Town Clerk

Bid Due Date: August 31, 2018 Bid Due Time: 2:00 pm

Item (include quality, brand, model, color)

Vendor name Contact Person Phone/Fax	Cost Summary Form	Proposal Signature Form	Total Price	Date of Delivery	Meets Mininimum Qualifications	Comments
1 Findlay Motor Company 2565 Lauglin View Drive Bullhead City AZ 86429 PH #	Yes	Yes	$ 40,840.17	14 weeks	Yes	2019 Chevrolet PPV Tahoe
2 Midway Chevrolet - Dee Bermea 2323 W. Bell Road Phoenix AZ 85023 PH #	Yes	Yes	$ 36,191.14	75 days	Yes	2019 Chevy CK 15706 4WD Tahoe
3 Jones Ford 1932 N. Pinal Avenue Casa Grande AZ 85122 PH # 836-3100	Yes	Yes	$ 31,907.72	March 1st	Yes	2019 4 x 4 Ford Explorer
4 San Tan Ford 1429 E. Motorplex Loop Gilbert AZ 85297 PH # 480-821-3200	Yes	Yes	$ 32,253.38	December 18, 2018 ETA	Yes	Did not specify vehicle make/model

Town of Florence, Arizona

REQUEST FOR BIDS

It is the intent of the Town of Florence to purchase up to **four (4) New 2018 Police Interceptor Utility** vehicles.

Sealed informal competitive bids shall be mailed and received by, or hand delivered, to the address below no later than **2:00 PM (Arizona Time),** on **Friday, August 31, 2018**. Electronic or faxed bids will not be accepted. Late proposals will not be considered. The proposals will be publicly opened and read aloud thereafter in the Town Council Chambers, at Florence Town Hall, at 775 N. Main Street, Florence AZ 85132.

Submit the **Cost Summary** form and the **Proposal Signature** form in a sealed envelope. The words "**Request for Bid**", "**New Police Inceptor Utility**", and "**8-31-18**" must be written on the envelope.

DELIVERY ADDRESS: **Town of Florence**
ATTN: Office of the Town Clerk
P O Box 2670
775 N. Main Street
Florence, AZ 85132

Proposals shall be considered irregular for the following reasons: 1. If there are irregularities of any kind which make the proposal incomplete, indefinite, or otherwise ambiguous; 2. If the proposal contains unit prices that are obviously unbalanced.

Proposal results will be available to those in attendance at opening. Results will not be made available again until after award.

Questions regarding the technical aspects of this request should be directed to David Hills 520-868-7569.

The Town of Florence Council reserves the right to reject any or all bids, or to accept any bid, or to waive any informality in any bid, or to withhold the award if deemed in the best interest of the Town of Florence.

COST SUMMARY

Complete and return this form for the **total price** for one (1) vehicle being proposed. Attach any pertinent cost breakdowns, subtotals of component costs, etc. to the cost summary that support the cost stated below.

Vendor Name: San Tan Ford **Phone No.:** 480-821-3200

Vehicle, Year, Make, & Model: _____

MINIMUM SPECIFICATIONS One (1) NEW 2018 Police Interceptor Utility	MEETS MINIMUM SPECIFICATIONS YES NO
Rear A/C	Yes
INOP Rear Windows	Yes
Driver Side LED Sot Light	Yes
Remote Keyless Entry FOBS (2)	Yes
Window Tint	Yes
SUB – TOTAL AMOUNT	$ 29,915.00 each
OTHER COSTS	
Tire Tax	$ 5.00 each
SALES TAX	$ 2,333.38 each
TOTAL AMOUNT OF DELIVERED VEHICLE	$ 32,253.38 each

Date of Delivery: Dec 18th, 2018 ETA (Note: Delivery Date may be a factor in informal bid award)

Town of Florence, Arizona

PROPOSAL SIGNATURE

The undersigned hereby offers and agrees to furnish the material, or service, in compliance with all the terms and conditions, instructions, specifications and any amendments contained in this Bid Request document.

This offer certifies that the bid proposal is genuine and is not in any way collusive or a sham; that the bid proposal is not made with the intent to restrict or prohibit competition; that the vendor submitting the proposal has not revealed the contents of the proposal to, or any way colluded with, any other vendor which may compete for the contract; and that no other vendor which may compete for the contract revealed the contents of a proposal to, or in any way colluded with, the vendor submitting this proposal.

Company Submitting Proposal: San Tan Ford

Address of Company: 1429 E. Motorplex Loop, Gilbert AZ 85297

Authorized Individual Name: Jared Smith

Signature of Authorized Individual:

Phone and Email of Individual: 480-821-3200 Ext 4099 jaredsmith@santanford.com

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm.

The offer is hereby accepted:

Tara Walter, Mayor

Date

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

Date

Date

The Vendor is now bound to provide the material or service listed in this IBR, including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by Town.

The Vendor has been cautioned not to commence any billable work or to provide any material or service under this contract until Vendor receives a Notice to Proceed from the Town.

	TOWN OF FLORENCE COUNCIL ACTION FORM	**AGENDA ITEM** 10b

MEETING DATE: October 15, 2018

DEPARTMENT: Administration

STAFF PRESENTER: Jennifer Evans, Management Analyst

SUBJECT: Acceptance of 2018 Homeland Security Grant Program Subrecipient Agreement 180303-01 from Arizona Department of Homeland Security

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

☐ **Other**

STRATEGIC PLAN REFERENCE:

☐ Community Vitality ☐ Economic Prosperity ☒ Leadership and Governance

☐ Partnership and Relationships ☐ Transportation and Infrastructure

☐ Statutory ☐ None

RECOMMENDED MOTION/ACTION:

Motion to accept 2018 Homeland Security Grant Program Subrecipient Agreement 180303-01, from Arizona Department of Homeland Security, in the amount of $36,798, for the Florence Public Safety Interoperable Communications Project.

BACKGROUND/DISCUSSION:

The Florence Police Department was awarded $36,798 in grant funds for the Florence Public Safety Interoperable Communications Project. The grant funds will be used to purchase six P25 Compliant dual band UHF/VHF 700/800 MHz portable radios for the department. The Town of Florence requested $175,681 to purchase 21 portable radios and associated equipment to replace the existing radios that are being phased out. The Arizona Department of Homeland Security was able to award only partial funding for the project due to the number of applications submitted and the amount of funding allocated to the program.

A VOTE OF NO WOULD MEAN:

The Town of Florence would not accept $36,798.00 in grant funds from Arizona Department of Homeland Security.

A VOTE OF YES WOULD MEAN:

The Town of Florence will accept $36,798 in grant funds from Arizona Department of Homeland Security and purchase six portable radios.

FINANCIAL IMPACT:

There is no matching fund requirement for this grant.

ATTACHMENTS:

Subrecipient Agreement 18-AZDOHS-HSGP-180303-01

SUBRECIPIENT AGREEMENT

18-AZDOHS-HSGP-180303-01

Between

The Arizona Department of Homeland Security

And

Florence, Town of (DUNS# 144375743)

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the **Florence, Town of** (Subrecipient) for services under the terms of this Agreement (the "Agreement").

I. **PURPOSE OF AGREEMENT**
The purpose of this Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to the Subrecipient, and to specify the rights and responsibilities of the Subrecipient as the recipient of these funds.

II. **PERIOD OF PERFORMANCE, TERMINATION AND AMENDMENTS**
This Agreement shall become effective on **October 1, 2018** and shall terminate on **September 30, 2019**. The obligations of the Subrecipient as described herein will survive termination of this agreement.

III. **DESCRIPTION OF SERVICES**
The Subrecipient shall provide the services for AZDOHS as set forth in writing in Subrecipient's grant application titled: **"Florence Public Safety Interoperable Communications"** and funded at **$36,798** (as may have been modified by the award letter).

IV. **MANNER OF FINANCING**
The AZDOHS shall under the U.S. Department of Homeland Security grant # EMW-2018-SS-00004 and CFDA #97.067:

a. Provide up to **$36,798** to the Subrecipient for services provided under Paragraph III.

b. Payment made by the AZDOHS to the Subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the Subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the Subrecipient under this Agreement.

V. FISCAL RESPONSBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application and award documentation. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the Subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMMATIC MONITORING

The Subrecipient agrees to comply with the record-keeping requirements and other requirements of A.R.S. section 35-214 and section 35-215.

a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. part 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the Subrecipient must have a Single Audit or program specific audit conducted in accordance with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the Subrecipient expends more than $750,000 from Federal awards in its previous fiscal year. If the Subrecipient has expended more than $750,000 in Federal dollars, a copy of the Subrecipient's single audit or program specific audit report for the previous fiscal year and subsequent fiscal years that fall within the period of performance is due annually to AZDOHS within nine (9) months of the Subrecipient's fiscal year end.

b) Failure to comply with any requirements imposed as a result of an audit will suspend reimbursement by AZDOHS to the Subrecipient until the Subrecipient is in compliance with all such requirements. Additionally, the Subrecipient will not be eligible for any new awards until the Subrecipient is in compliance with all such requirements.

c) Subrecipients who do not expend more than $750,000 in Federal dollars in the previous fiscal year and subsequent fiscal years that fall within the period of performance must submit to AZDOHS via audits@azdohs.gov, a statement stating they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.

d) Subrecipient will be monitored periodically by AZDOHS, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this Agreement including but not limited to the review and analysis of financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. Subrecipient shall participate in and cooperate with all such monitoring by AZDOHS, and shall provide access to all personnel, documents, and other records as may be requested from time to time by AZDOHS. Subrecipient also shall comply with all requests of AZDOHS that AZDOHS deems necessary to assure the parties' compliance with their obligations under this Agreement.

VII. APPLICABLE REGULATIONS

The Subrecipient must comply with the applicable Notice of Funding Opportunity (NOFO), Office of Management and Budget Code of Federal Regulations (CFR) 2 CFR 200: Uniform Guidance. The NOFO for this program is hereby incorporated into your award agreement by reference. By accepting this award, the Subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO.

Davis Bacon Act

HSGP Program subrecipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Subrecipients must obtain written approval from AZDOHS prior to use of any HSGP funds for construction or renovation. Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website http://www.dol.gov/compliance/laws/comp-dbra.htm.

Insurance Coverage

The Subrecipient affirms the organization maintain insurance coverage as described in 2 CFR 200.310. The non-Federal (Subrecipient) entity must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award.

National Incident Management System (NIMS)

The Subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable NOFO.

Environmental Planning and Historic Preservation

The Subrecipient shall comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. If ground disturbing activities occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance and if any archeological resources are discovered, the Subrecipient shall immediately cease construction in that area and notify FEMA, AZDOHS and the appropriate State Historic Preservation Office. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance.

In addition to the above mentioned guidance documents, the following provisions must be adhered to:

Consultants/Trainers/Training Providers
Invoices for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the Subrecipient and 2 CFR 200; and shall not exceed the maximum of $450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. This includes internal personnel hired on backfill/overtime to deliver training. In addition to the per day $450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, meal and incidental expenses not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The Subrecipient will not be reimbursed costs other than travel, lodging, meals and incidentals on travel days for consultants/trainers/training providers. See Travel Costs below.

Contractors/Subcontractors
The Subrecipient may enter into written subcontract(s) for performance of certain of its functions under the Agreement in accordance with terms established in 2 CFR 200 and the applicable NOFO. The Subrecipient agrees and understands that no subcontract that the Subrecipient enters into with respect to performance under this Agreement shall in any way relieve the Subrecipient of any responsibilities for performance of its duties. The Subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Subrecipient by any subcontractor or vendor which, in the opinion of the Subrecipient, may result in litigation related in any way to this Agreement.

Travel Costs
All grant funds expended for travel, lodging, meals and incidentals must be consistent with the subrecipient's policies and procedures, as well as the State of Arizona Accounting Manual (SAAM). These policies must be applied uniformly to both federally financed and other activities of the agency. AZDOHS will reimburse at the most restrictive allowability and rate. At no time will the Subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: *https://gao.az.gov*.

Procurement
The Subrecipient shall comply with its own procurement rules/policies and must also comply with Federal procurement rules/policies and all Arizona state procurement code provisions and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The Subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS via the Noncompetitive Procurement Request Form. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: *www.azdohs.gov*.

Training and Exercise
The Subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be included and approved in your application and/or approved through the DEMA/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize and comply with the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. The Subrecipient agrees to:

a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all related reimbursement requests.

b) Email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Department of Military Affairs (DEMA) Exercise Branch within 90 days of completion of an exercise or as prescribed by the most current HSEEP guidance.

Communications Equipment

All Land Mobile Radio equipment purchased with Homeland Security funds is required to comply with the following:

a) P25 standards;
b) SAFECOM Guidance;
c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC); and
d) Arizona's State Interoperable Priority Programming Guide also as approved by the SIEC.

Nonsupplanting Agreement

The Subrecipient shall not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources that would otherwise have been made available for this program/project. The Subrecipient may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the Subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the Subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. section 41-4401—immigration laws and E-Verify requirement.

a) The Subrecipient warrants its compliance with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to A.R.S. section 23-214, Subsection A (that subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program").

b) A breach of a warranty by Subrecipient regarding compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and the Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement.

c) The AZDOHS retains the legal right to inspect the papers of any Subrecipient employee who works on the Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, to ensure that the Subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained by Subrecipient for all property/equipment purchased under this Agreement. The Subrecipient must adequately safeguard all such property/equipment and must assure that it is used for authorized purposes as described in the NOFO, grant application, and Code of Federal Regulations 2 CFR 200. The Subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

a) Property/equipment shall be used by the Subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment

as outlined in 2 CFR 200.313 - Equipment. Any loss, damage, or theft shall be investigated and reported to the AZDOHS. Any equipment lost, damaged or stolen shall be replaced by the Subrecipient at the Subrecipient's expense and an updated Property Control Form submitted to AZDOHS.

b) Nonexpendable Property/Equipment and Capital Assets:

   a. Nonexpendable Property/Equipment is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of $5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.

   b. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of $5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.

c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The Subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. The Property Control Form can be located at www.azdohs.gov. The Subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

d) A physical inventory of Nonexpendable Property/Equipment and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.

   a. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.

   b. Adequate maintenance procedures must be developed to keep the property in good condition.

e) When Nonexpendable Property/Equipment and/or Capital Assets are no longer in operational use by the Subrecipient, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200. If the Subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the Subrecipient must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at www.azdohs.gov.

f) Equipment Record Retention
   a. 2 CFR 200.333 (c): Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulations, authorized equipment lists, and guidance documents referenced above.

a) The Subrecipient agrees that grant funds for any indirect costs that may be incurred are in accordance with 2 CFR 200 and the applicable NOFO. Indirect costs must be applied for and approved in writing by the AZDOHS prior to expenditure and reimbursement.

b) The Subrecipeint agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the Subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

VIII. DEBARMENT CERTIFICATION

The Subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions." All recipients must comply with Executive Orders 12549 and 12689, and 2 CFR 200.213 which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

IX. FUNDS MANAGEMENT

The Subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with funds from other sources. The Subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits.

The Subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the Subrecipient shall include:

a) Programmatic Reports
The Subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) calendar days of the last day of the quarter in which services are provided. The Subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The Subrecipient shall use the Quarterly Programmatic Report form, which is posted at www.azdohs.gov. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS.

b) Subrecipients must provide substantial/detailed information as to the status of completion of the milestones included in the application. Failure to adequately provide complete information will result in the Quarterly Report being rejected and resubmission will be required.

c) Quarterly Programmatic Reports are due:
January 15 (for the period from October 1– December 31)
April 15 (for the period from January 1 – March 31)

July 15 (for the period from April 1 – June 30)
October 15 (for the period from July 1 – September 30)

d) Final Quarterly Report:
The final quarterly report is due no more than fifteen (15) calendar days after the end of the performance period. Subrecipient may submit a final quarterly report prior to the end of the performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

e) Property Control Form – if applicable:
The Subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.

a. In case of equipment disposition:
The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200.313.

f) Financial Reimbursements
The Subrecipient shall provide AZDOHS with requests for reimbursement as frequently as monthly but not less than quarterly. Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The Subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the period of performance. The final reimbursement must be received by AZDOHS no more than **forty-five (45) calendar days** after the end of the period of performance. Requests for reimbursement received by AZDOHS later than **forty-five (45) calendar** days after the end of the period of performance will not be paid. The final reimbursement request as submitted shall be marked as final.

Subrecipients will only be reimbursed for expenses that have been obligated, expended and received within the authorized Period of Performance as identified in Section II of this Agreement. Subrecipients are not authorized to obligate or expend funds prior to the start date of the Period of Performance. Any expenses obligated or expended prior to the Period of Performance start date will be deemed unallowable and will not be reimbursed. Any expenses/services that occur beyond the Period of Performance (i.e. cell phone service) will be deemed unallowable and will not be reimbursed.

The AZDOHS requires that all requests for reimbursement are submitted via United States Postal Service, FedEx, UPS, etc. or in person. Reimbursement requests submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation and/or information it feels necessary in order to process reimbursements. Subrecipient shall promptly provide AZDOHS with all such documents and/or information.

All reports shall be submitted to the contact person as described in Paragraph XXXVII, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The Subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the Subrecipient and the AZDOHS. In the event of any new legislation, laws, ordinances, or rules affecting this Agreement, the parties agree that the terms of this Agreement shall automatically incorporate the terms of such new legislation, laws, ordinances, or rules.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's compensation, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired in conjunction with this Agreement by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, the Subrecipient must request instructions from DHS/FEMA via AZDOHS by submitting an Equipment Disposition Request Form in order to make proper disposition of the equipment pursuant to 2 CFR section 200.313.

Article B – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to period of performance or terms and conditions, the Subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes to this Agreement and the incorporation of such changes into this Agreement.

Article C - Procurement of Recovered Materials

The Subrecipient hereby acknowledges and agrees that it must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and that the requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article D - Whistleblower Protection Act

The Subrecipient hereby acknowledges and agrees that it must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. 4712, and 10 U.S.C. section 2324, 41 U.S.C. section 4304 and 4310.

Article E - Use of DHS Seal, Logo and Flags

Subrecipient hereby acknowledges that it must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article F - USA Patriot Act of 2001

Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. section 175–175c.

Article G – Universal Identifier and System of Award Management (SAM)
Subrecipient hereby acknowledges and agrees that is must comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

Article H - Reporting of Matters Related to Recipient Integrity and Performance
If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and, Performance Matters located at 2 C.F.R. Part 200 Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article I - Rehabilitation Act of 1973
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. section 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article J - Trafficking Victims Protection Act of 2000
Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. section 7104). The award term is located at 2 C.F.R. Part 175, the full text of which is incorporated here by reference.

Article K - Terrorist Financing
The Subrecipient hereby acknowledges and agrees that it must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subrecipient to ensure compliance with the Order and laws.

Article L - SAFECOM
The Subrecipient hereby acknowledges and agrees that recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article M - Reporting Subawards and Executive Compensation
All Subrecipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 CFR Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

Article N – Department and Suspension
The Subrecipient hereby acknowledges and agrees that it is subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict Federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

Article O - Copyright
The Subrecipient hereby acknowledges and agrees that it must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article P - Civil Rights Act of 1964 - Title VI
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. section 2000d et seq.), codified at 6 C.F.R. Part 21 and 44 C.F.R. Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article Q - Best Practices for Collection and Use of Personally Identifiable Information (PII)
The Subrecipient hereby acknowledges and agrees that if they collect PII they are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article R - Americans with Disabilities Act of 1990
The Subrecipient hereby acknowledges and agrees that it shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 and the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. sections 12101–12213).

Article S - Age Discrimination Act of 1975
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article T - Activities Conducted Abroad
The Subrecipient hereby acknowledges and agrees that it must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article U - Acknowledgement of Federal Funding from DHS
The Subrecipient hereby acknowledges and agrees that it must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article V - DHS Specific Acknowledgements and Assurances
Subrecipient hereby acknowledges and agrees—and agrees to require any contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Subrecipient hereby agrees to cooperate with any compliance review or complaint investigation conducted by DHS.

2. Subrecipient hereby agrees to give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

3. Subrecipient hereby agrees to submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

4. Subrecipient hereby agrees to comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the Subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the Subrecipient shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by email at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office of Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.

6. In the event any court or administrative agency makes a finding of discrimination by Subrecipient (or any of its contractors or subcontractors involved in providing goods or services under this Agreement) on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, Subrecipient must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by email or mail at the addresses listed above.

   Subrecipient hereby acknowledges and agrees that the United States has the right to seek judicial enforcement of these obligations.

Article W - Assurances, Administrative Requirements and Cost Principles, and Audit Requirements

The Subrecipient hereby acknowledges and agrees that it must complete OMB Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs as applicable. Certain assurances in this document may not be applicable to this Agreement, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations, Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article X - Patents and Intellectual Property Rights

Unless otherwise provided by law, the Subrecipient hereby acknowledges and agrees that it is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. section 200 et seq., and that it is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 CFR Part 401 and the standard patent rights clause in 37 CFR section 401.14.

Article Y – Notice of Funding Opportunity Requirements
All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. The Subrecipient hereby acknowledges and agrees that it must comply with any such requirements set forth in the program NOFO.

Article Z – Non-supplanting Requirement
The Subrecipient receiving Federal financial assistance awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

Article AA – Nondiscrimination in Matters Pertaining to Faith-Based Organizations
It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All Subrecipients must comply with the equal treatment policies and requirements contained in 6 CFR Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article AB – National Environmental Policy Act
All Subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) 42 U.S.C. 4321 et seq., and the Council on Environmental Quality (CEQ) Regulations (40 C.F.R. 1500-1508) for Implementing the Procedural Provisions of NEPA, which requires Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article AC - Lobbying Prohibitions
The Subrecipient hereby acknowledges and agrees that it must comply with 31 U.S.C. section 1352, and acknowledges and agrees that none of the funds provided under this Agreement may be used to pay any person to influence, or attempt to influence an officer or employee of any agency (whether State or Federal), a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action related to a Federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article AD - Limited English Proficiency (Civil Rights Act of 1964, Title VI)
The Subrecipient hereby acknowledges and agrees that it must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance *https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited* and additional resources on *http://www.lep.gov*.

Article AE - Hotel and Motel Fire Safety Act of 1990
In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225(a), the Subrecipient hereby acknowledges and agrees that it must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. section 2225.

Article AF - Fly America Act of 1974
The Subrecipient hereby acknowledges and agrees that it must comply with the following Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article AG - Federal Leadership on Reducing Text Messaging while Driving
All Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in Executive Order 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article AH - Federal Debt Status
The Subrecipient hereby acknowledges and agrees that it is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article AI - False Claims Act and Program Fraud Civil Remedies
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The False Claims Act (31 U.S.C. Section 3729) which prohibits the submission of false or fraudulent claims for payment to the Federal government. See also 38 U.S.C. sections 3801-3812 which details the administrative remedies for false claims and statements made.

Article AJ - Energy Policy and Conservation Act
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of The Energy Policy and Conservation Act (42 U.S.C. Chapter 77) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article AK - Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX
The Subrecipient hereby acknowledges and agrees that it must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. section 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article AL - Duplication of Benefits
Any cost allocable to a particular Federal award, provided for in 2 CFR Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a Subrecipient form shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

Article AM - Drug-Free Workplace Regulations
The Subrecipient hereby acknowledges and agrees that it must comply drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. part 30001, which adopts the Government-wide implementation (2 C.F.R. part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

Article AN - Civil Rights Act of 1968

The Subrecipient hereby acknowledges and agrees that it must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. section 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR section 100.201).

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by the Subrecipient's contractors and subcontractors at all tiers.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XVI. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the Subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the Subrecipient give a written assurance of intent to perform. If the Subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

The Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfillment of this Agreement.

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations under A.R.S. section 35-154. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the Subrecipient in the execution of this Agreement.

XX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XXI. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) calendar days of the events giving the rise to the dispute. Any claim made by or against the State or any of its political subdivisions (including but not limited to AZDOHS) relating to this Agreement shall be resolved through the administrative claims process. In the event that the parties would otherwise be in court and/or if A.R.S. section 12-1518 applies, the parties shall proceed in arbitration through the American Arbitration Association ("AAA"), with the arbitrator to be selected pursuant to AAA rules and the arbitration to be conducted according to the applicable AAA rules, and with the costs of arbitration (including but not limited to the arbitrator's fees and costs) to be divided 50/50 between the parties, subject to reallocation between the parties by the arbitrator. In the event that the parties become involved in litigation with each other relating to this Agreement for any reason in any other forum, both parties agree to have any claim(s) resolved in arbitration on the terms set forth in this part XXII. Any arbitration award may be enforced through the Maricopa County Superior Court or the U.S. District Court located in Phoenix, Arizona.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.

b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.

c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. The Subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. LICENSING

The Subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVI. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXVII. ADVERTISING AND PROMOTION OF AGREEMENT

The Subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXVIII. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The Subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the Subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

> "This document was prepared under a grant from the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The Subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential subrecipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the Subrecipient.

The AZDOHS and the Subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the Subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the Subrecipient.

XXIX. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the Subrecipient shall include closed captioning of the verbal content of such announcement.

XXX. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (AZDOHS) is self-insured per A.R.S. 41-621.

In addition, should Subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the 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 Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by 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. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

XXXI. TERMINATION

a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the Subrecipient or AZDOHS to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.

b) If the Subrecipient chooses to terminate the Agreement before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the Subrecipient.

c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The Subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the Subrecipient.

XXXII. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The Subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXIII. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXIV. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXV. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the Subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXVI. SPECIAL CONDITIONS

a) The Subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.

b) The Subrecipient acknowledges that the DHS and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The Subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

c) The Subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.

d) The Subrecipient is prohibited from transferring funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

XXXVII. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

The Subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

The AZDOHS shall address all notices relative to this Agreement to:

Town Manager Brent Billingsley
Enter Title, First & Last Name Above
Town of Florence
Enter Agency Name Above
775 N. Main Street
Enter Street Address Above
Florence, AZ 85132
Enter City, State, ZIP Above

XXXVIII. IN WITNESS WHEREOF

The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

Town of Florence
Enter Agency Name Above

Authorized Signature Above

Brent Billingsley, Town Manager
Print Name & Title Above

Enter Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director

Date

(Complete and mail two original documents to the Arizona Department of Homeland Security.)

	TOWN OF FLORENCE COUNCIL ACTION FORM	**AGENDA ITEM** 10c

MEETING DATE: October 15, 2018

DEPARTMENT: Public Works

STAFF PRESENTER: Christopher A. Salas, Public Works Director/Town Engineer

SUBJECT: Centimark contract for roof replacement

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

☐ **Other**

STRATEGIC PLAN REFERENCE:

☐ Community Vitality ☐ Economic Prosperity ☐ Leadership and Governance
☐ Partnership and Relationships ☒ Transportation and Infrastructure
☐ Statutory ☐ None

RECOMMENDED MOTION/ACTION:

Authorization to contract with Centimark, for replacement and repairs of the roofs at the Police Department and Fitness Center using the Mohave Contract #13XCTMK-0417 in an amount not to exceed amount of $59,102.76.

BACKGROUND/DISCUSSION:

The Town of Florence issued proposals for repair and replacement of roofs at the Police Department and Fitness Center. Both roofs are in immediate need of attention.

A VOTE OF NO WOULD MEAN:

A vote of no would delay the roof replacement and repairs of the Police Department and Fitness Center. A delay could cause damage to the buildings and cost more to replace in the future.

A VOTE OF YES WOULD MEAN:

A vote of yes would mean the replacement and repairs of the Police Department and Fitness Center roofs would be completed as soon as approval is given.

FINANCIAL IMPACT:

$51,393.70 plus a 15% contingency for a total not to exceed $59,102.76.

ATTACHMENTS:

EXHIBIT 1 – Scope of Work
EXHIBIT 2 - Centimark – Work Description – Mohave Line Item
EXHIBIT 3 – Approved Bid Tabulation Form

District: **Town of Florence**
775 N Main St
Florence, AZ 85132

DATE: 8/29/2018

Attn: Tom Celaya
520-868-7646

Project: **Florence Police Dept.**

Scope of Work

-Remove and dispose of existing roof down to structural deck.
-Furnish and install primer to the surface as needed to aid in adhesion of the foam.
-Furnish and install a CentiMark Spray Applied Polyurethane Foam Roof System at an average thickness of 1.5" to the prepared surface.
-Furnish and install CentiMark acrylic base coat (beige/tan) at a coverage rate of 1.75 gallons per 100 square feet over polyurethane foam.
-Furnish and install CentiMark acrylic finish coat (white) at an coverage rate of 1.75 gallons per 100 square feet over base coat.
-Furnish and install granules during the application of the top coat.

App #	Work Description	Qty	Unit	Mohave Price	Extended Price
1.15b	Tear off polyurethane foam roofing per inch of depth	6410	SF	$0.67	$4,294.70
1.34e	Prime substrate	6410	SF	$0.23	$1,474.30
1.88a	Polyurethane foam roofing, first inch	6410	SF	$1.56	$9,999.60
1.88b	Additional polyurethane foam, per inch	3205	SF	$1.18	$3,781.90
1.88m	Add white elastomeric coating (3 coats)	6410	SF	$2.72	$17,435.20
1.121g	Prime contractor ten-year manufacturer warranty on re-roof services	6410	EA	$0.10	$641.00
			Sub Total:		$37,626.70
			Bond:	N/A	$0.00
			Total:		$37,626.70

Above pricing INCLUDES taxes and applicable Mohave's administrative fees

Mohave Contract Number: 13X-CTMK-0417
Arizona License Numbers: ROC172001, R0C139890

Chad Anderson
Service Sales Rep
Office: 602-333-6645
Mobile: 602-332-0089

District: **Town of Florence**
775 N Main St
Florence, AZ 85132

DATE: 8/29/2018

Attn: Tom Celaya
520-868-7646

Project: **Florence Fitness Center**

Scope of Work

Remove approximately 200 sq ft of foam down to the primary layer of roofing in areas of concentrated blisters.
Perform any necessary repairs to the existing roof including removal of blisters throughout the roof system.
Clean roof surface in preparation for new roof coating.
Furnish and install primer to the surface as needed to aid in adhesion of the foam.
Furnish and install polyurethane foam to areas of removal and grind to level with the existing roof surface.
Furnish and install acrylic base coat (tan) at an application rate of 1.5 gallons per 100 sq ft over the prepared roof surface.
Furnish and install acrylic finish coat (white) at an application rate of 1.5 gallons per 100 sq ft over the base coat.

App #	Work Description	Qty	Unit	Mohave Price	Extended Price
1.2a	Water Resistant Roofing – Pressure cleaning	4700	SF	$0.28	$1,316.00
1.34e	Prime substrate	4700	SF	$0.23	$1,081.00
1.88a	Polyurethane foam roofing, first inch	200	SF	$1.52	$304.00
1.88b	Additional polyurethane foam, per inch	100	SF	$1.15	$115.00
1.88c	Acrylic/elastomeric, UL listed, Class A, 40 DFT	4700	SF	$2.29	$10,763.00
1.121c	Prime contractor five-year manufacturer warranty on restoration services	4700	EA	$0.04	$188.00
			Sub Total:		$13,767.00
			Bond:	N/A	$0.00
			Total:		$13,767.00

Above pricing INCLUDES taxes and applicable Mohave's administrative fees
Mohave Contract Number: 13X-CTMK-0417
Arizona License Numbers: ROC172001, R0C139890

Chad Anderson
Project Manager
Office: 602-333-6645
Mobile: 602-332-0089

MOHAVE

ARIZONA COOPERATIVE PURCHASING



Serving Arizona Since 1971

Member Handbook

A guide to help Mohave Vendors provide quality goods and services to Mohave Members throughout Arizona

Revised October 28, 2011

Mohave Educational Services Cooperative, Inc.
625 E. Beale Street, Kingman, AZ 86401
Phone 928-753-6945
Fax 928-718-3232
www.mesc.org

Table of Contents

Welcome to Mohave!.....3
Now That I'm A Member, How Do I Start Using Mohave Contracts?.....4
What If My Organization Needs An Item That Isn't Under Contract?.....4
How Does Mohave Award Contracts?.....4
What Is The Procedure For Processing Purchase Orders?.....6
Special Order Processing.....7
Payments.....7
Contract Examination.....7
Pricing.....8
Returns.....9
Professional Organizations.....9
What Is The History Of Mohave?.....9
Things To Keep In Mind:.....11
Send Purchase Orders To:.....11
Where Do I Go For Help?.....12
Exhibits.....13

MOHAVE
ARIZONA COOPERATIVE PURCHASING
WWW.MESC.ORG

Welcome to Mohave!

For nearly 40 years, Mohave Educational Services Cooperative has been growing and changing to meet the needs of you our members. Among the many accomplishments, we are most proud of the quality of our contracts, the value they offer, and the service we have provided in managing and administering these contracts over the years.

We realize that you have choices in today's competitive procurement environment. We will continue to earn your trust and business by changing as necessary to continue providing you great value and great service.

An example of our commitment is the process change we implemented for member orders. We made the change at the request of our members and vendors. Members and vendors helped us develop the new process. We are confident that our members and vendors will help us make the new process successful.

For new members, please take the time to review this handbook and share it with your staff. Please know that our staff is available to provide training at your site or at our offices on any or all of this handbook.

For existing members, the major changes to this handbook address the member order process change. We encourage you to take a few minutes to review this handbook and share it with your staff in order for us all to be on the same page. We also extend our staff training services to you and your organization if you need them.

Again, we want to thank you for making us a partner of choice now and in the future. We realize that we will only be successful if we continue to meet your needs and exceed your expectations. We are committed to doing that on a daily basis.

Thank you for your trust, and thank you for being members of the Mohave Educational Services Cooperative, Inc.

Sincerely,

Tom Peeler
Executive Director

625 E. BEALE STREET, KINGMAN, AZ 8640 • PHONE (928) 753-6945 • FAX (928) 718-3232

Now That I'm A Member, How Do I Start Using Mohave Contracts?

Once we've approved your Cooperative Purchasing Agreement (CPA) you're ready to use Mohave contracts. The Product/Vendor Finder page on our website (www.mesc.org) enables you to search for products, services, equipment, and construction items by commodity or service type, or by vendor name. The website also contains a Contract Summary that can be downloaded to your computer. The Product/Vendor Finder and Contract Summary provide basic contract and vendor contact information.

Mohave is a nonprofit corporation providing public procurement contracts for use by Arizona schools, government and eligible nonprofit organizations. As a public procurement unit, administrative fees paid by users fund Mohave. No direct tax dollars come to us.

Mohave's administrative fee is one-percent (1%) of the purchase price of ordered materials or services. The administrative fee is not paid on the value of shipping charges, taxes, bonds, permits, etc.

The administrative fee is our primary means for supporting Mohave's operations. The funds generated by that fee must be sufficient to pay for all salaries, facilities, vehicles, utilities, insurance, supplies, maintenance and repair, etc. Our history has demonstrated that 1% is the appropriate amount to meet this requirement and is lower than or equal to the fees charged by similar cooperatives around the nation. This fee is included or otherwise identified in the pricing quoted by the contracted vendor.

What If My Organization Needs An Item That Isn't Under Contract?

Let us know. Mohave accepts requests from members for new products and services on an on-going basis. Three or four times a year the requests are tallied, examined, and discussed. The process is described further below.

How Does Mohave Award Contracts?

Through our web-based solicitation request form, various conferences, professional groups, polls, and direct contact, members make known the goods or services they would like to procure through Mohave contracts. These requests become possible categories for future Mohave solicitations.

Those categories that seem like good candidates for contracts are placed on a list for future solicitations. As time and resources allow, an Invitation for Bid or Request for Proposal is developed. The requirements are researched and reviewed by Mohave and member personnel. The Invitation for Bid or Request for Proposal is ultimately drafted by Mohave's contract team.

Notices describing the solicitation are emailed to vendors registered in Mohave's potential bidders database for the goods or services listed in the solicitation. (Vendors can register as potential bidders on our website— there is no charge to be listed.) Solicitations are posted for download on our website's "Procurement Solicitations" page.

All bids and proposals are date and time stamped and initialed by Mohave personnel upon receipt. Bids and proposals are opened and announced publicly at the time and place noted.

After the public opening, bids or proposals are evaluated by a Mohave evaluation committee. The committee is comprised of Mohave staff and may include member representatives. Responses are checked to determine if the vendor accepts the general terms and conditions, include all required information, comply with the scope of work, and have acceptable references. Those that do not are rejected. The remaining responses are evaluated in accordance with the criteria listed in the solicitation. Bids are awarded to the lowest responsible and responsive bidder or bidders. Proposals are awarded to the vendor or vendors whose proposals are determined to be most advantageous to Mohave and its members. With proposals, best and final offers may be required before contracts are awarded.

Single awards may not be advantageous to Mohave's members for some commodities, services, equipment, or construction. In those instances, multiple awards are available. Awards are documented in writing.

Bids and proposals become contracts after final approval and signature by Mohave's Executive Director. All vendors receive notification of the final determinations for their bids or proposals.

Awards are posted on Mohave's website. They are also listed in our website's Product/Vendor Finder and Contract Summary. Most contracts run for one year and allow up to four consecutive one-year renewals.

In order for you to more easily complete Due Diligence on our contract, we have included a Contract Documentation page on our website. This page contains downloadable folders containing digital documentation for Mohave contracts. These folders contain information to assist members in reviewing the contracts for compliance with competitive procurement requirements. They also contain other useful contract information.

An independent auditor reviews our procurement practices each year as part of our financial audit. This audit examines Mohave's procedures and compares them with the Arizona Procurement Code and the Arizona State Board of Education School District Procurement Rules.

What Is The Procedure For Processing Purchase Orders?

Mohave has procurement specialists that review your vendor purchase orders. You can find the name of the procurement specialist assigned to a particular contract by visiting the Product/Vendor Finder on our website. You may also call us at (800) 742-2437 for the information.

The ordering cycle is as follows:

- The Mohave vendor will provide you with product or service description, part number(s), and Mohave contract price in the form of a quotation.
- You prepare a purchase order that is made out in the vendor's name and references the vendor's Mohave contract number. You send the approved purchase order and a copy of the quotation to Mohave
- The procurement specialist reviews your purchase order to determine if the purchase is allowable under our contracts. Based upon that review, Mohave stamps your purchase order with "MESC Reviewed" and forwards the purchase order via email to the vendor and you. Under our contracts, Mohave vendors are prohibited from doing any work or ordering any products until they have received Mohave's approval of the member's purchase order.
- The vendor will ship your order with your purchase order number on the package.
- Revisions to your purchase order must follow the same procedures as above.

Mohave assists members with purchase verification. However, it is the member's responsibility to independently verify that quotations and purchase orders comply with the terms of the award of a contract or procurement. This responsibility is set by rule and statute, and cannot be changed by Mohave. Contract documentation files are available on our website to assist members in meeting this due diligence responsibility.

Our procurement specialists are committed to quick turnaround of your order. This means that the vendor will generally receive the "MESC Reviewed" purchase order within 2 business days. Problems with a purchase order (such as incorrect prices, including products or services that are not under contract, failing to attach a quotation, etc.) will delay processing. Peak ordering periods, such as the beginning and end of a fiscal year, may have longer order turn around time. Even during peak periods, the procurement specialists make every effort to process all orders as quickly as possible.

Special Order Processing

Some orders, such as E-Rate, Lease, and Direct Orders require special order processing. Instructions and sample purchase orders for processing such orders are provided in the exhibits in this handbook.

Payments

In general, vendors will invoice at the time products are shipped, services are performed or construction is complete. Leases and E-Rate billing are exceptions (see exhibits). Each contracted vendor has slightly different invoicing procedures; however, for the most part, they are very similar.

The Mohave contract requires you to pay within 30 calendar days of receipt of the vendor's invoice. Please work very closely with the contracted vendor to ensure payment is made in a timely manner. If you and the vendor are unable to agree upon matters relating to the invoice and/or general billing, please contact your procurement specialist for assistance.

Mohave procurement solicitations include provisions for vendors to offer prompt payment discounts. You are the sole determinant as to whether these discounts are cost effective to your entity; however, these discounts must be part of the approved contract.

Contract Examination

Mohave contracts are public documents. In accordance with Arizona law, they are available for inspection by interested parties. Persons inspecting Mohave contract documents may also obtain copies of some or all pages, upon request. Contact Mohave's Director of Contracting Programs for details on inspection of contract documents.

Mohave contract pricing can be found at www.mesc.org. For members to view this pricing, you must contact the reference listed in the website for a user ID and password. Only one user ID will be issued to each member. It is important that this information not be shared outside of your organization, this pricing is being offered to you as a member of the Mohave Educational Services Cooperative. A detailed explanation of the contract pricing structure is available in the Exhibits section of this handbook.

Pricing

Mohave contract pricing can be fixed price, percentage off a specified price list, or a combination of both. For contracts that use a discount off a price list, new pricelists become part of the contract upon Mohave's approval.

Continued: Pricing

Fixed price contracts are updated with a complete price update on the anniversary date of the contract. Generally, that is the only time fixed price contracts can be adjusted. However, in instances when a legitimate, demonstrable cost increase clearly affects the vendor's ability to sell at the current price, Mohave may consider fixed price increases at times other than the contract anniversary. Fixed prices can be lowered at any time.

All price changes are subject to Mohave's approval. Special offers, quantity discounts, etc., must be received and approved by Mohave before they are offered to you. All price reductions must be made available to all members and generally must be available for 30 days or more.

For most Mohave contracts, the one-percent administration fee is included in contract prices. There is no add-on administration fee. The vendor will invoice the member at contract prices and remit to Mohave the administration fee portion of the member's payment.

E-Rate contract prices do not include the administration fee because USAC (Universal Service Administrative Company) will not pay or reimburse administration fees. Mohave's one-percent administration fee is added to contract prices for E-Rate contracts. The vendor will invoice the member at contract prices for payment on goods and services, which are not funded, and will invoice the USAC for the funded portion. Mohave will invoice the member for payment of the administration fee on the entire contract usage (both funded and non-funded).

Third party lease contracts include Mohave's one-percent transaction fee in the funding proposals. There is no add-on transaction fee. Mohave will invoice the member and send the invoice for payment of the transaction fee to both the member and the vendor. The vendor will pay the transaction fee directly to Mohave.

Returns

Mohave has many contracts, each with a unique policy regarding returns. Regardless of a particular policy, returns on products purchased under Mohave contract should be arranged directly with the contracted vendor.

Contact the vendor as quickly as possible to request a return. After you have met the requirement of the return policy and accepted the obligation to pay any restock fees, the vendor will arrange for return of the product. Products must be returned as directed by the contracted vendor. They are not routed through Mohave. Mohave does no accept responsibility for items returned to our office in error.

Professional Organizations

Mohave is an active member of the Association of School Business Officials International (ASBO), Arizona Association of School Business Officials (AASBO), Arizona School Boards Association (ASBA), National Institute of Governmental Purchasing (NIGP), Arizona School Administrators (ASA), and other regional and national professional associations.

What Is The History Of Mohave?

In 1971 the school districts in Mohave County established a career education program called the Mohave County Career Education Project. The program provided local schools with career days, field trips to work sites, career fairs, and media related to the world of work. In 1980, the state changed career education from discretionary grants to formula funding through the regular school budget. Only a handful of career education projects survived that funding change.

Because Mohave County Career Education had diversified into other programs, the schools in the county decided to keep the project alive. The name was changed to Mohave Educational Services Cooperative (Mohave, for short). Mohave operated through the Mohave County School Superintendent's office.

In 1981-82, Mohave introduced local schools to educational software through the Minnesota Educational Computer Consortium (MECC). Mohave County districts were saving money on this software through the cooperative. When schools outside Mohave County inquired if they could be provided the same services, the Mohave County Attorney approved participation by other school districts, as long as they paid an administration fee that covered all our costs for providing them with services. Over the years, Mohave has expanded its contracting into other products and services for schools and non-school agencies throughout Arizona.

To fill the statewide need for equipment and services, Mohave has competitively solicited and awarded cooperative procurement contracts. Mohave follows the same rules and procedures our members must use to award procurement contracts. All members can order through Mohave using those contracts. This procedure, cooperative purchasing, saves members time and money. Since Mohave seeks prices for the entire state, vendors offer lower prices than they would on a single member's contract.

Using Mohave contracts, our members are able to purchase a variety of required materials, construction and services, with even the smallest member enjoying the purchasing power of the entire state. Taxpayers are saving money, and more materials to support important functions are available at reasonable prices.

In May 2004, legislation (HB 2181) was passed to allow agencies such as Mohave to provide public procurement services as state nonprofit corporations. In January 2005, Mohave's articles of incorporation pursuant to A.R.S. § 11-952 and A.R.S. § 41-2632 become effective. Mohave Educational Services Cooperative, Inc., is governed under Title 10 of the Arizona Revised Statutes. As a public procurement unit, members can use Mohave contracts to procure products and services just as they did before the incorporation.

Effective January 1, 2008, Mohave implemented a new process change that allowed for purchase orders to be made out directly to the vendors. This had been requested for many years and the timing and situation became right to accomplish this change. After a year of training to vendors and members, Mohave began this process change. Among the major changes to this are the new invoicing and payment procedures as outlined in this revised handbook. Vendors are now invoicing members directly and members are now paying the vendors directly. Mohave's staff is still reviewing purchase orders and conducting audits of orders; however, the vendors and members now have far greater roles in the process of using Mohave contracts. Mohave is still an integral part of contract administration and management as well as being available for any dispute resolution.

For nearly 40 years, Mohave's staff has been dedicated to providing the finest service possible to our members. Our staff is qualified, trained and experienced. Several have achieved professional certification in their areas of expertise. Mohave has received the Annual Achievement of Excellence in Procurement Award® from the National Purchasing Institute (NPI) on five separate occasions. We have been successful in receiving this prestigious award each time we submitted an application. Mohave has also received the NIGP Outstanding Agency Accreditation Achievement Award® which is effective until September 2013. Mohave has held this certification since September 2001. These awards were given in recognition of Mohave's professional purchasing program.



Things To Keep In Mind:

Do:

- Advise us of any changes in your address, contact person, phone numbers, etc.
- Send issued purchase orders to Mohave made out to the contract vendor.
- Note the applicable MESC contract number on your purchase order.
- Check your emailed copy of the "MESC Reviewed" purchase order for notations.
- Send purchase order revisions and/or project change orders to Mohave.
- ***Contact Mohave whenever you desire assistance with questions, problems and/or disputes***.

Do Not:

- Make changes to a purchase order without going through the process outlined in this handbook.
- Attempt to use Mohave contracts without sending the purchase order to Mohave.
- Pay Mohave for the services/goods invoiced, payments are made to the vendor who performed the services or delivered the goods (exception E-rate contracts)

Send Purchase Orders To:

Send approved purchase orders and backup documentation (POs must be made out to the vendor) to:

Mohave Educational Services Cooperative, Inc.
625 E. Beale Street
Kingman, AZ 86401
(928) 718-3232 (fax)
orders@mesc.org (email)

For ASPIN/Mohave information and procedures, please visit the website at: www.mesc.org/aspin.html, or call (520) 888-9664 or 800-552-3534.

Contract Questions

Bill Brannen, CPM, ACBS, Director of Contracts	928-718-3201	bill@mesc.org
Mark DiBlasi, Contract Specialist II	928-718-3220	mark@mesc.org
Nancy Colbaugh, Contract Specialist I	928-718-3228	nancy@mesc.org
Michael Carter, Contract Specialist I	928-718-3222	michael@mesc.org

Purchase Order and Invoice Follow-up and/or Revisions

Rhonda Jackson, Procurement Manager	928-718-3202	rhonda@mesc.org
Ann Del Monaco, Procurement Specialist	928-718-3206	ann@mesc.org
Mike Nentwig, Procurement Specialist	928-718-3203	mike@mesc.org
Maria Brissette, Procurement Specialist	928-718-3237	maria@mesc.org

Accounting

Sue Watts, Accounting Manager	928-718-3204	sue@mesc.org
Mary Brooks, Accounting Specialist	928-718-3221	mary@mesc.org
Terry McClintock, Audit Specialist II	928-718-3226	terry@mesc.org

Operations/General Questions

Julia Tribbett, Director of Business and Operations	928-718-3074	julia@mesc.org

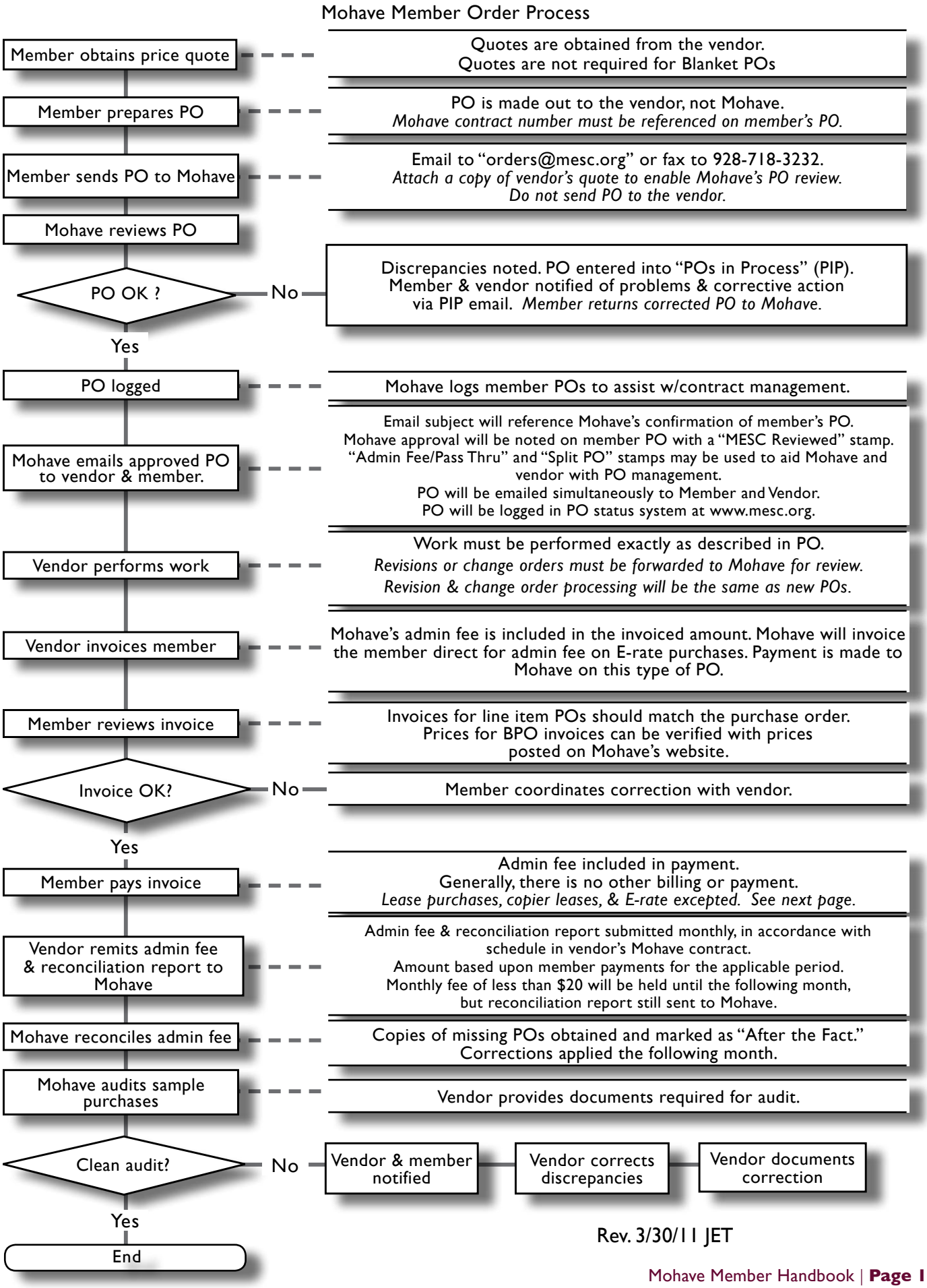
Exhibits

Purchase Order Process Flowchart 14
Mohave Member Order Process Notes 15
Sample Standard Member Purchase Order 16
Using Mohave Contracts Under E-Rate 17
Sample E-Rate Purchase Order 18
Lease Processing Instructions
- Financing Is Through A Mohave Financing Contract 19
- Mohave Financing & Equipment Contracs Used 20
- Sample Lease Purchase Order (Financed Under A Mohave Leasing Contract) 21
- Financing Is Through A Third Party Financing Contract 22
- Sample Lease Purchase Order (Financed Under Non-Mohave Leasing Contract)..... 23

Direct Online Order Process Flowchart 24
Hybrid Direct Order Process Flowchart 25
In Store Purchase Process Flowchart 26
MESC Review Tools & Procurement Stamps Order 27
Sample Standard "MESC Reviewed" Purchase Order 28
"MESC Reviewed" Split Purchase Order (Two Mohave Contracts On The Same PO) 29-30
Contract Pricing 31-37

EXHIBIT 1

PURCHASE ORDER PROCESS FLOWCHART



Rev. 3/30/11 JET

EXHIBIT 2

MOHAVE MEMBER ORDER PROCESS NOTES

E-Rate Purchases

Mohave will invoice member for the admin fee. Member will make admin fee payment to Mohave.
Vendor will invoice Member for goods and services. Member will pay vendor.
Prices in the Erate contracts do not include admin fee. Vendor does not apply admin fee credit to invoices.
See Mohave's Member or Vendor Handbook for complete instructions. The handbooks are available at www.mesc.org.

Service/Rental Purchases

Effective 7/1/08, the following information applies to service/rental purchase orders.
Members shall follow the regular Member Oder Process for service/rental purchases.
Member will not issue a separate purchase order for the admin fee. Mohave will not invoice for the admin fee.
Mohave's admin fee will be included in vendor's invoiced amount. Mohave's admin fee will be included in Member's payment to vendor. Vendor remits admin fee to Mohave.
See Mohave's Member or Vendor Handbook for complete instructions. The handbooks are available at www.mesc.org.

Financed (Lease) Purchases

The process for these purchases varies because of the following scenarios:
Purchase and financing under Mohave contracts, admin fee is included in financed amount.
Purchase under Mohave contract, financing under non-Mohave contract.
Financing under Mohave contract, purchase under non-Mohave contract.
See Mohave's Member or Vendor Handbook for complete instructions. The handbooks are available at www.mesc.org.

MESC Contract Numbers

It is essential that vendor quotes, member POs, and vendor invoices include the applicable MESC contract number.
The MESC contract number provides the following:
Confirmation that a Mohave contract is being used.
Faster processing and review.
An additional check and balance.
A readily available audit trail.

Quotations

Only quote items under contract.
Quote only at approved MESC contract prices.
Special volume discounts, promotion, closeout, and other special pricing must be approved by Mohave before they are quoted to the member.
Product and service additions must be approved by Mohave before they are quoted to the member.
Member should attach a copy of the quote to member's PO. Mohave needs the quote to review and approve the PO.

Order Processing

Member must not send PO directly to the vendor.
Vendor must process member POs only after Mohave approves them.
The email subject references Mohave confirmation of a specific member PO.
The approved member PO is attached to the email. The PO will include a "MESC Reviewed" stamp.
Revisions to POs follow the same process.

Invoices

Bill to addresses can be found on the member's PO.
Invoices should match the member PO.
Invoices for "as-needed, when-needed" BPO purchases must match approved contract pricing.
Payment terms must comply with the applicable MESC contract.
Members may take prompt payment discounts, if such discounts are included in the contract.

Admin Fee

Each contract has a specified day of the month for submitting the admin fee payment and reconciliation report.
Reconciliation reports are provided monthly, regardless of activity.
Admin fee payments must be submitted monthly, unless the amount is less than $20. Amounts of less than $20 should be added to the next month's admin fee payment.

Contract Prices

Contract prices will be posted on Mohave's website.
Each member agency may request a single user ID and password. The member may share that user ID and password with appropriate personnel within the organization.

Rev. 3/30/11, JET

EXHIBIT 3

SAMPLE STANDARD MEMBER PURCHASE ORDER

Issue PO to the Mohave vendor, but send it to Mohave for review. ***Do not send the PO directly to the vendor!***

Purchase Order

XYZ Member Organization
123 Member Street
Phoenix, AZ 85012

PO No. 90001

Mail invoices to above address

PO # must be on all documents
MSDS sheets must accompany all products

PO Date: 7/01/08

Questions? Jane Buyer 602-321-6543

Member contract info can also be listed in the body of the PO.

PO Issued To:
ABC Vendor Company
456 Vendor Avenue
Organization
Tucson, AZ 85705

Ship To:
Attn: Central Receiving
XYZ Member

1000 Receiving Lane
Phoenix, AZ 85012

Vendor Phone: Fax: Project #: **Contact:** Bill Smith 602-277-4290

Qty	Unit	Part #	Description	Tax	Freight	Unit	Extended
4	EA	987654	Automatic Widget	17.50		250.00	1,000.00
			Mohave Contract #08-ABC-1234				
			Attached: Quote				

A complete part number and description allows for quick PO review. Include color, fabric, etc., when applicable.

The Mohave Contract number is required on al POs for Mohave's PO review and for the vendor to perform the work.

A copy of the vendor's quote helps Mohave review Member's PO.

APPROVAL SIGNATURES Joe E. Purchaser

All POs must be signed unless Member provides Mohave with other instructions.

Sub-Total:	1,000.00
Freight:	0.00
Tax:	0.00
Total Amount:	1,070.00

Order Via: **Email**

Notes:

Receiving Department Closed Fridays
Order must be received by 6/30/09

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EXHIBIT 4

USING MOHAVE CONTRACTS UNDER E-RATE

- Member will issue a purchase order to Mohave indicating the order is for an E-Rate purchase and listing the vendor's contract number. Purchase order will provide a description of the project, list the item(s) to be purchased, and provide Mohave contract price(s) in the body of the purchase order. For long detailed orders, members may provide the project's description in the body of the purchase order and attach the details on separate sheet or vendor quote. Amount of the purchase order will be equal to one-percent (1%) of the total cost of the goods and services used on the Mohave contract (Mohave's administration fee). Prices in Mohave's E-Rate contracts do not include the one-percent administration fee.

- Member will issue a purchase order to Mohave Vendor indicating the order is for an E-Rate purchase and listing the vendor's contract number. Purchase order will provide a description of the project, list the item(s) to be purchased, and provide Mohave contract price(s) in the body of the purchase order. The PO will be in the amount that the member will pay directly to the vendor (the amount not funded by the SLD). Prices in Mohave's E-Rate contracts do not include the one-percent administration fee.

- Member will send the Mohave purchase order, a copy of purchase order issued to the vendor, a copy of the vendor's quote, and a copy of the Schools and Libraries Division (SLD) Funding Commitment Report to Mohave. Highlight the section of the SLD Funding Commitment Report that applies to the purchase order.

- Mohave will issue a summary to the vendor that states "E-Rate Summary" in the top right corner and send it and the "MESC Reviewed" vendor purchase order to the vendor. Vendors should only start work on E-Rate projects under Mohave contract after receipt of the reviewed purchase order and summary.

- Vendor will perform the work in accordance with the contract and the purchase order. Vendor will invoice the Universal Service Fund (using vendor's SPIN number) for the eligible percentage of the project noted in the SLD award document.

- Vendor will invoice the member directly for the balance of the project. Payment will be made directly to the vendor.

- Mohave will invoice the member for Mohave's one-percent (1%) administration fee. Mohave will not invoice for the goods and services for the project. The only money Mohave will receive for the E-Rate project is Mohave's one-percent (1%) administration fee. Mohave holds the contract and does not have a SPIN number. Therefore, we cannot invoice the Universal Service Fund.

- We recommend checking with the SLD or Arizona Department of Education for additional information on E-Rate purchases. Also, please feel free to contact us for further information.

NOTE: *Mohave assists members with purchase verification. However, it is the member's responsibility to independently verify that quotations and purchase orders comply with the terms of the award of a contract or procurement. Contract documentation files are available on our website to assist members in meeting this due diligence responsibility.*

Rev. 1/9/09, JET

EXHIBIT 5
SAMPLE E-RATE PURCHASE ORDER

Sample Erate Admin Fee Purchase Order

A Mohave Admin Fee PO is issued and sent to Mohave.

A description of the Erate project in the body of the PO. This example contains the information Mohave needs for prompt review of the PO.

The PO amount is equal to Mohave's 1% admin fee. ***The admin fee amount is 1% of the total cost of goods and services.***

Member will issue a separate Erate goods & service PO. That PO is issued to the Mohave vendor and sent to Mohave for review. Copies of the goods & services PO, the vendor's quote, and the SLD's Funding Commitment Report must accompany the Erate POs sent to Mohave.

EXHIBIT

SAMPLE E-RATE ADMIN FEE PURCHASE ORDER

Purchase Order | **XYZ Member Organization**, 123 Member Street, Phoenix, AZ 85012 | **PO No. 90002**

Mail invoices to above address

PO # must be on all documents
MSDS sheets must accompany all products

PO Date: 7/01/09 **Questions?** Jane Buyer 602-321-6543

PO Issued To:
Mohave Educational Services Cooperative, Inc.
625 E. Beale St.
Kingman, AZ 86401

Ship To:
Attn: Central Receiving
XYZ Member Organization
1000 Receiving Lane
Phoenix, AZ 85012

Vendor Phone: 928-753-6945 Fax: Project#: **Contact:** Bill Smith 602-277-4290

Qty	Unit	Part #	Description	Tax	Freight	Unit	Extended
1	EA		Admin Fee for E-Rate Purchase As Per Attached Quote #4567 Provide E-Rate Networking Service From ABC Vendor Company Project Subtotal: $25,000.00 Mohave Admin Fee: $25,000 X .01=$250.00 Mohave Contract #08-ABC-1234 See PO #90010 to ABC Vendor Company Attached: Copy Erate Goods & Services PO to ABC, Vendor Quote & SLD Funding Commitment Report			250.00	250.00

APPROVAL SIGNATURES Joe E. Purchaser

Sub-Total:	250.00
Freight:	0.00
Tax:	0.00
Total Amount:	250.00

Order Via: **Email**

Notes:
Receiving Department Closed Fridays
Order must be received by 6/30/10

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Page 1 of 1

Sample Erate Goods & Services Purchase Order

A Goods & Services PO is issued to the vendor and sent to Mohave for review.

A description of the Erate project is provided in the body of the PO. This example contains the information Mohave needs for prompt review of the PO.

The PO amount is equal to the amount the member will pay directly to the vendor. (The amount ***not*** funded by the SLD.)

Member will issue a separate Erate PO for Mohave's admin fee. That PO is issued to Mohave and sent to Mohave for review. Copies of the admin fee PO, the vendor's quote, and the SLD's Funding Commitment Report must accompany the Erate POs sent to Mohave.

EXHIBIT

SAMPLE E-RATE GOODS & SERVICES PURCHASE ORDER

Purchase Order | **XYZ Member Organization**, 123 Member Street, Phoenix, AZ 85012 | **PO No. 90003**

Mail invoices to above address

PO # must be on all documents
MSDS sheets must accompany all products

PO Date: 7/01/09 **Questions?** Jane Buyer 602-321-6543

PO Issued To:
ABC Vendor Company
456 Vendor Avenue
Tucson, AZ 85706

Ship To:
Attn: Central Receiving
XYZ Member Organization
1000 Receiving Lane
Phoenix, AZ 85012

Vendor Phone: Fax: Project#: **Contact:** Bill Smith 602-277-4290

Qty	Unit	Part #	Description	Tax	Freight	Unit	Extended
1	EA		Erate Purchase Provide Erate Networking Service Per Attached Quote #4567 SLD Funded Amount: $22, 500.00 (Per attached SLD Funding Commitment Report) Mohave Contract #08-ABC-1234 Attached: Copy of Mohave Erate Admin Fee PO, Vendor Quote & SLD Funding Commitment Report			22,500.00	22,500.00

APPROVAL SIGNATURES Joe E. Purchaser

Sub-Total:	22,500.00
Freight:	0.00
Tax:	0.00
Total Amount:	22,500.00

Order Via: **Email**

Notes:
Receiving Department Closed Fridays
Order must be received by 6/30/10

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Page 1 of 1

EXHIBIT 6

LEASE PROCESSING INSTRUCTIONS
FINANCING ONLY UNDER MOHAVE CONTRACT

FINANCING IS THROUGH A MOHAVE FINANCING CONTRACT

A member is financing the purchase of equipment. The financing is through a Mohave contract awarded to a vendor from a Mohave leasing solicitation. The equipment is not purchased through a Mohave contract.

The processing instructions are as follows:

1. The member issues a PO to a Mohave financing contractor or the financial institution to which payments are to be made. The member PO must reference the MESC contract number. The PO amount is the initial payment(s) due for the initial PO term.

2. The body of the member's PO contains the complete purchase description (items purchased, unit price, extended cost, total cost, tax, freight, Mohave contract number).

3. The body of the member's PO should include the term of the lease.

4. The member documents provided to Mohave include a copy of a financing proposal from the financing contractor, an amortization schedule, and the member PO.

5. Mohave issues a "Lease Order" to the Mohave financing contractor.

6. The Mohave financing contractor completes the funding and notifies Mohave. Mohave revises "Lease Order" with the exact amount of the interest on the lease and issues a "Transaction Invoice" to be paid by the Mohave financing contractor. (A transaction fee is 1% of the total interest to be paid under the lease).

7. Copies of the Mohave Lease Order, member's PO to Mohave financing contractor, a copy of a financing proposal from the financing contractor, and an amortization schedule are sent to the Mohave member, and the Mohave financing contractor.

8. The Mohave financing contractor pays Mohave the transaction fee from the "Transaction Invoice."

9. The equipment contractor will submit the invoice for the equipment directly to the member or Mohave financing contractor.

10. The Mohave financing contractor pays the equipment contractor upon receipt of the invoices and acceptance certificate from the member.

11. The Mohave financing contractor invoices the member directly for all lease payments.

12. The member makes lease payments directly to the Mohave financing contractor.

IMPORTANT INFORMATION

NOTE: *Mohave assists members with purchase verification. However, it is the member's responsibility to independently verify that quotations and purchase orders comply with the terms of the award of a contract or procurement. Contract documentation files are available on our website to assist members in meeting this due diligence responsibility.*

Rev 4/1/11 JET

EXHIBIT 7

LEASE PROCESSING INSTRUCTIONS
PURCHASE AND FINANCING UNDER MOHAVE CONTRACTS

MOHAVE FINANCING AND EQUIPMENT CONTRACTS USED

A member is financing the purchase of equipment. Both the equipment purchase and the financing are through Mohave contracts.

The processing instructions are as follows:

1. The member issues a PO to a Mohave financing contractor or the financial institution to which payments are to be made. The member's PO must reference both MESC contract numbers. The PO is in the amount of initial payment(s) due for the initial PO term.

2. The body of the member's PO contains the complete purchase description (items purchased, unit price, extended cost, total cost, tax, freight, Mohave contract numbers).

3. The body of the member's PO should include term of the lease.

4. The member documents provided to Mohave include the detailed equipment quote, a copy of the financing proposal from the Mohave financing contractor, an amortization schedule, and the member PO.

5. Mohave issues a "Lease Order" to the Mohave equipment contractor. Mohave's equipment Lease Order amount is equal to the cost of the purchase of the equipment (cost of equipment, freight, etc.).

6. Mohave issues a "Lease Order" to the Mohave financing contractor. The Mohave financing contractor completes the funding and notifies Mohave. Mohave revises "Lease Order" with the exact amount of interest determined and issues a "Transaction Invoice" to be paid by the Mohave financing contractor. (A transaction fee is 1% of the total interest to be paid under the lease).

7. Copies of both Mohave Lease Orders, the member's PO to the Mohave financing contractor, the detailed equipment quote, a copy of a financing proposal from the Mohave financing contractor, and an amortization schedule are sent to the Mohave member, Mohave equipment contractor, and Mohave financing contractor.

8. The Mohave equipment contractor will submit the invoice for the equipment directly to the member or Mohave financing contractor.

9. The Mohave financing contractor pays the Mohave equipment contractor upon receipt of the invoices and acceptance certificate from the member.

10. The Mohave equipment contractor reports and pays the Mohave admin fee on their monthly reconciliation report to Mohave.

11. The Mohave financing Contractor pays Mohave the Transaction Fee from the "Transaction Invoice."

12. The Mohave financing contractor invoices the member directly for all lease payments.

13. The member makes lease payments directly to the Mohave financing contractor.

IMPORTANT INFORMATION

NOTE: *Mohave assists members with purchase verification. However, it is the member's responsibility to independently verify that quotations and purchase orders comply with the terms of the award of a contract or procurement. Contract documentation files are available on our website to assist members in meeting this due diligence responsibility.*

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EXHIBIT 8

SAMPLE LEASE PURCHASE ORDER

(Used When the Purchase is Financed Under a Mohave Leasing Contract)

Purchase Order

XYZ Member Organization
123 Member Street
Phoenix, AZ 85012

PO No. 90001

Mail invoices to above address

PO # must be on all documents
MSDS sheets must accompany all products

PO issued to the Mohave Financing Contractor

PO Date:1/28/10

Questions? Jane Buyer 602-321-6543

PO Issued To:
Mohave Lending Money Company
456 Greenback Avenue
Dollars, AZ 85705

Ship To:
Attn: Central Receiving
XYZ Member Organization
1000 Receiving Lane
Phoenix, AZ 85012

Vendor Phone: Fax: Project #: **Contact:** Bill Smith 602-277-4290

Qty	Unit	Part #	Description	Tax	Freight	Unit	Extended
1	EA		5-Year Lease Lease Purchase of 25 Dump trucks Leased thru Mohave Contracts #09-LEND-1234 Equipment cost $2,567,772.00 Lease Payment Feb-Jun 30, 2010 Attached: Detailed Quote for 25 Dump Trucks 25 Trucks @ $102,710.88 Each Using: Mohave Contract #08-TRUK-1122				124,675.10

A complete description; include term of lease and other key requirements when applicable.

Amount of PO will be made out to the lender equaling the amount to be paid on the term of the PO (example Feb-June 30th 2010).

Copies of the equipment quote, the financing proposal and amortization schedule should be attached to the lease PO the Member sends to Mohave.

The Mohave contract number(s) must be on all POs for Mohave's PO review and for the vendor to perform the work.

APPROVAL SIGNATURES Joe E. Purchase

All POs must be signed unless the member provides Mohave with other instructions.

Sub-Total:	124,675.10
Freight:	.00
Tax:	
Total Amount:	124,675.10

Order Via: **Email**

Notes:

Receiving Department Closed Fridays
Order must be received by 6/30/10

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EXHIBIT 9

LEASE PROCESSING INSTRUCTIONS
PURCHASE UNDER MOHAVE CONTRACT

FINANCING IS THROUGH A THIRD PARTY FINANCING CONTRACT

A member is financing the purchase of equipment. The equipment purchase is through a Mohave contract. Financing is through a non-Mohave 3rd party leasing company, which is not a vendor awarded a contract to a Mohave leasing solicitation.

The processing instructions are as follows:

1. The member issues a PO to the 3rd party financing contractor, showing the mailing address, for the initial payment(s) due for the initial PO term. The member must reference the applicable MESC contract number for the equipment to be purchased.

2. The body of the member's PO contains the complete purchase description (items purchased, unit price, extended cost, total cost, tax, freight, Mohave contract number).

3. The body of the member's PO must note the purchase is to be financed by a 3rd party financing contractor, the term of the lease, and the name of the financing contractor.

4. The member documents provided to Mohave include, the detailed equipment quote, a copy of a financing proposal from the 3rd party financing contractor, an amortization schedule and the member PO.

5. Mohave issues a "Lease Order" to the Mohave equipment contractor.

6. Mohave's equipment Lease Order amount is equal to the cost of the purchase of the equipment (cost of equipment, freight, etc.).

7. Copies of the Mohave Lease Order, member's PO to 3rd party financing contractor, detailed equipment quote and a copy of a financing proposal from the financing contractor are sent to the Mohave member, Mohave equipment contractor, and 3rd party financing contractor.

8. The Mohave equipment contractor will submit the invoices for the equipment directly to the member or 3rd party financing contractor.

9. The 3rd party financing contractor pays the Mohave equipment contractor in full upon receipt of the invoices and acceptance certificate from the member.

10. The Mohave equipment contractor reports and pays the Mohave admin fee on their monthly reconciliation report to Mohave.

11. The 3rd party financing contractor invoices the member directly for all lease payments.

12. The member makes lease payments directly to the 3rd party financing contractor.

IMPORTANT INFORMATION

NOTE: *Mohave assists members with purchase verification. However, it is the member's responsibility to independently verify that quotations and purchase orders comply with the terms of the award of a contract or procurement. Contract documentation files are available on our website to assist members in meeting this due diligence responsibility.*

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EXHIBIT 10

SAMPLE LEASE PURCHASE ORDER

(Used When the Purchase is Financed Under a Non-Mohave Leasing Contract)

Purchase Order

XYZ Member Organization
123 Member Street
Phoenix, AZ 85012

PO No. 90001

PO Issue to Non-Mohave finance contractor, but send it to Mohave for review.

Mail invoices to above address

PO # must be on all documents
MSDS sheets must accompany all products

PO Date: 1/28/10

Questions? Jane Buyer 602-321-6543

PO Issued To:
U Bank Dollars
4 Funding Way
Cash, MO 45761

Ship To:
Attn: Central Receiving
XYZ Member Organization
1000 Receiving Lane
Phoenix, AZ 85012

Vendor Phone: Fax: Project #: **Contact:** Bill Smith 602-277-4290

Qty	Unit	Part #	Description	Tax	Freight	Unit	Extended
1			Initial Payment of 5 year Lease Purchase To Non-Mohave Contractor: U BANK DOLLARS				$139,176.38
			Using: Mohave Contract #09-BUSS-0423 3-84 Passenger Busses w/ Opitions $153,061.60 each. Total $654,043.99 w/tax and delivery. See attached detailed Quote				

Copies of the equipment quote, the financing proposal and amortization schedule should be attached to the lease PO the Member sends to Mohave.

Amount of PO will be made out to the lender equaling the amount to be paid on the term of the PO (example Feb-June 30th 2010).

The Mohave contract number must be on all POs for Mohave's PO review and for the vendor to perform the work.

APPROVAL SIGNATURES Joe E. Purchaser

All POs must be signed unless the member provides Mohave with other instructions.

Sub-Total:	139,176.38
Freight:	.00
Tax:	
Total Amount:	139,176.38

Order Via: **Email**

Notes:

Receiving Department Closed Fridays
Order must be received by 6/30/10

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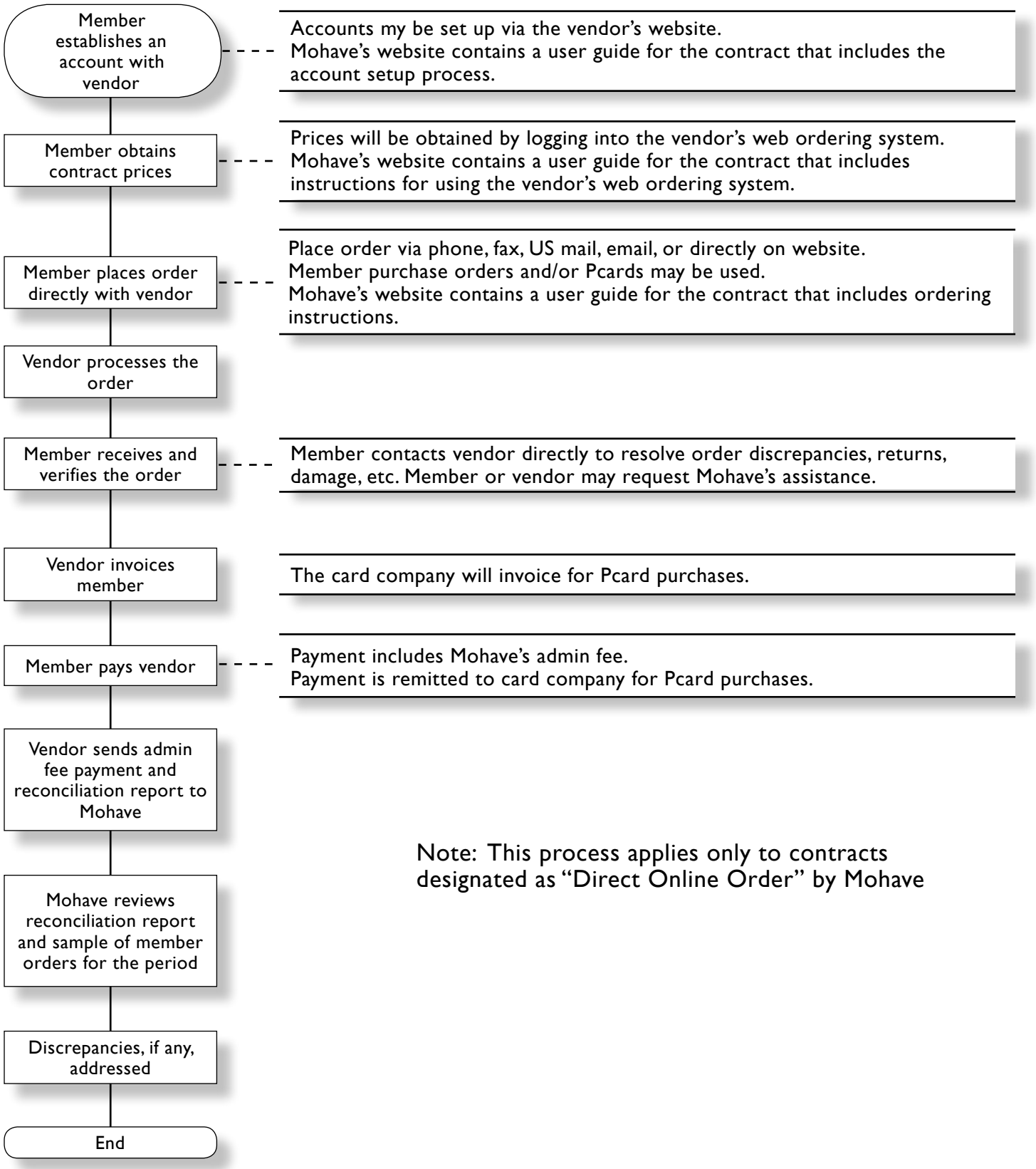
EXHIBIT 11

Direct Online Order Process

(Please visit our "Direct Online Order" webpage on our website for more details.)

http://www.mesc.org/directorder/



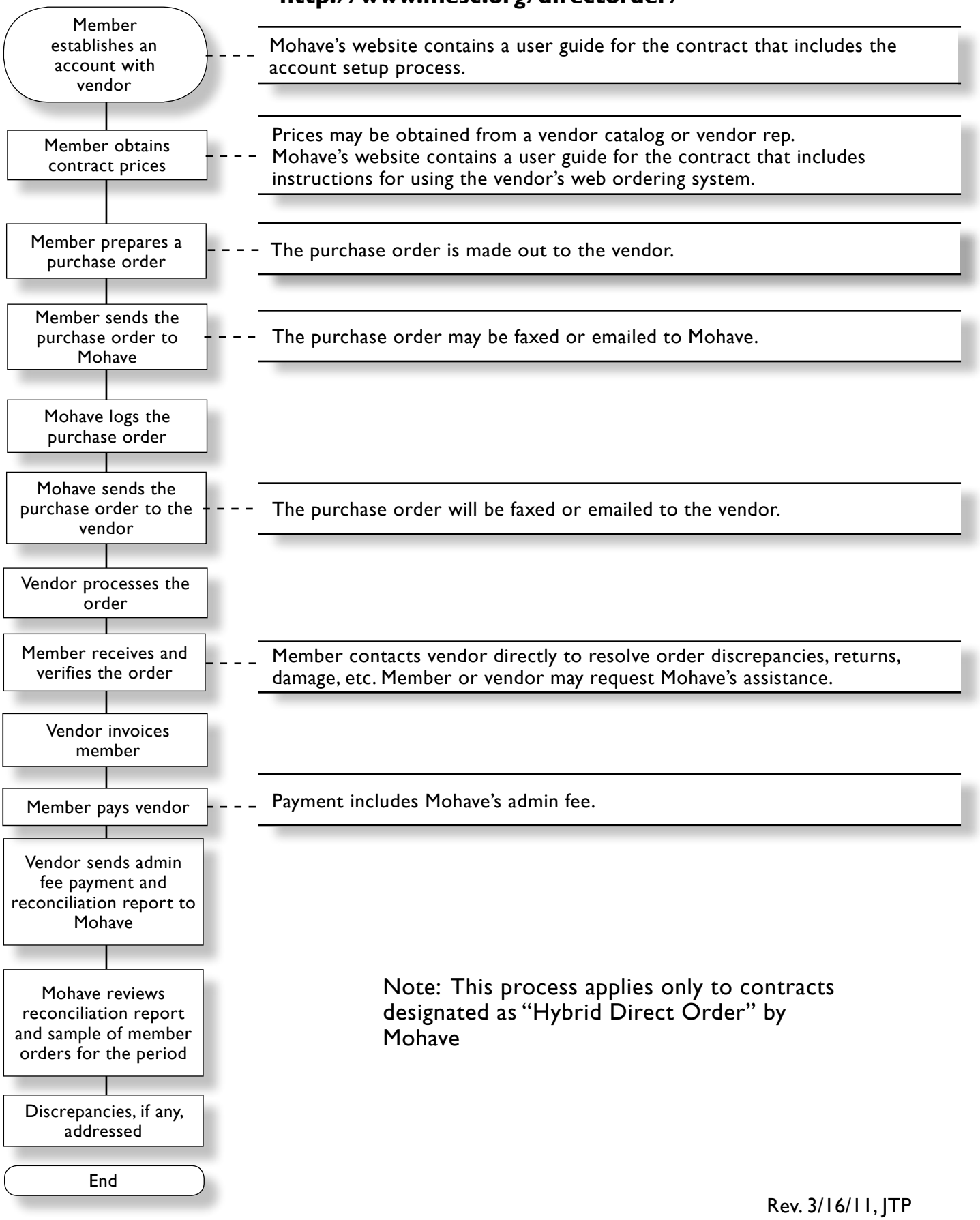
Note: This process applies only to contracts designated as "Direct Online Order" by Mohave

EXHIBIT 12

Hybrid Direct Order Process

(Please visit our "Hybrid Direct Order Process" webpage on our website for more details.)

http://www.mesc.org/directorder/



Note: This process applies only to contracts designated as "Hybrid Direct Order" by Mohave

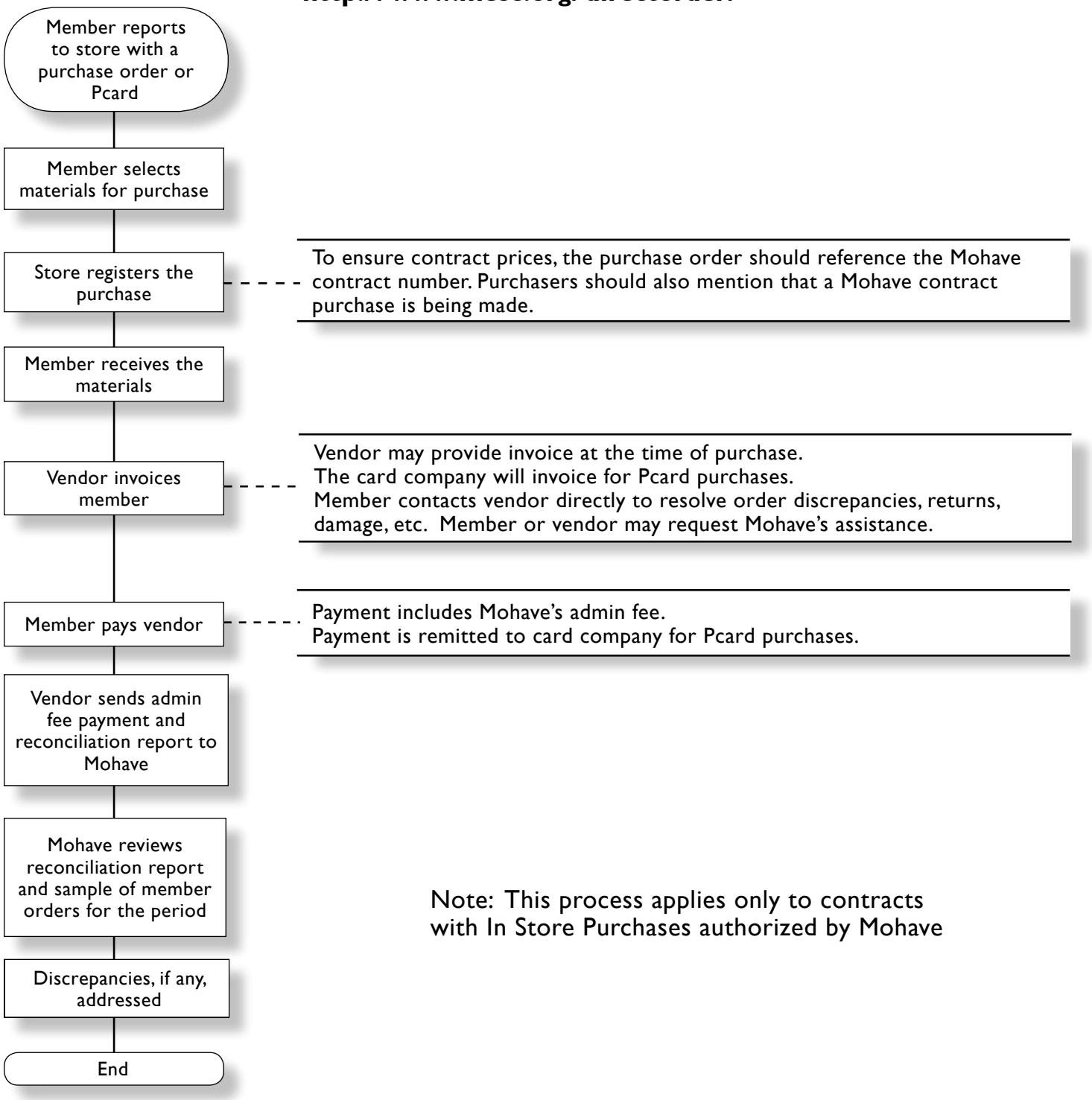
Rev. 3/16/11, JTP

EXHIBIT 13

In Store Purchase Process

(Please visit our "In Store Purchase Process" webpage on our website for more details.)

http://www.mesc.org/directorder/



Note: This process applies only to contracts with In Store Purchases authorized by Mohave

Rev. 3/16/11, JTP

EXHIBIT 14

MESC REVIEW TOOLS

MOHAVE EDUCATIONAL SERVICES COOPERATIVE REVIEW TOOLS

As part of the service Mohave provides its Members, Mohave procurement specialists perform an initial review for contract compliance on member purchase orders using a Mohave contract. After the Mohave procurement specialists have completed their review, members and vendors will simultaneously receive the "MESC Reviewed" purchase order and documentation back up via email. To assist members and vendors, Mohave has incorporated various stamps into the review process.

MOHAVE'S PROCUREMENT STAMPS

The "MESC Reviewed" stamp indicates that Mohave has done an internal check and the Purchase Order is ready to be initiated by the vendor. Mohave sends members and vendors reviewed POs via email with documentation attached. All Mohave contract orders should be stamped "MESC Reviewed". If you receive an unstamped PO please send it to Mohave for review.

Mohave uses an "Adminfeeable" stamp to assist vendors with the Reconciliation Report. This stamp breaks the amount that Mohave should receive admin fee on, from the amount of pass thru or non Admin Fee eligible items. This stamp will not be used on blanket purchase orders. Only the review stamp will be used.

A "Split PO" stamp is used when a member issues a PO for a single vendor using two or more Mohave contracts for that vendor. The contracts will be listed on the "Split PO" stamp. There will be a PO copy with contract breakout for each contract used on the member purchase. The highlighted contract will correspond to the amounts on the "Adminfeeable" stamp. An email will be sent for each contract used with the PO and documentation attached.

EXHIBIT 15

SAMPLE STANDARD "MESC REVIEWED" PURCHASE ORDER

Purchase Order

XYZ Member Organization
123 Member Street
Phoenix, AZ 85012

PO No. 90001

Mohave reviewed highlighted information

Mail invoices to above address

PO # must be on all documents
MSDS sheets must accompany all products

PO Date: 1/28/10

Questions? Jane Buyer 602-321-6543

PO Issued To:
ABC Vendor Company
456 Vendor Avenue
Tucson, AZ 85705

Ship To:
Attn: Central Receiving
XYZ Member Organization
1000 Receiving Lane
Phoenix, AZ 85012

Vendor Phone: Fax: Project #: **Contact:** Bill Smith 602-277-4290

Qty	Unit	Part #	Description	Tax	Freight	Unit	Extended
4	EA	987654	Automatic Widget	13.16	8.72	79.28	158.56

Mohave Contract #08-ABC-1234

Attached: Quote

Adminfeeable $ 158.56

Pass Thru $ 8.72 Shipping

(For vendor use in reporting.)

"Adminfeeable" stamp used to assist the vendor with the Reconciliation Report. It shows the adminfeeable amount and the "Pass Thru" or non-adminfeeable amounts.

"MESC Reviewed" stamp is Mohave's authorization for the vendor to perform the work.

MESC REVIEWED

csbsfullpriceupdate 012110.xls

This is the price file reviewed for this PO.

APPROVAL SIGNATURES Joe E. Purchaser

Sub-Total:	158.56
Freight:	8.72
Tax:	13.16
Total Amount:	180.44

Order Via: **Email**

Notes:

Receiving Department Closed Fridays
Order must be received by 6/30/10

FILE COPY

Page 1 of 1

Notes

This is an example of an "MESC Reviewed" PO with no errors. To promptly process member POs, Mohave corrects minor errors on the face of the PO. Examples include correcting a price, part number or description, adding a part number or description, etc. Corrections are noted by striking through and replacing incorrect information or adding missing information. If the "MESC Reviewed" stamp is on the member PO, Mohave's revisions shall prevail.

Mohave shall obtain prior member approval for any revision that increases PO amount or designates a color, fabric, etc.

EXHIBIT 16

"MESC REVIEWED" SPLIT PURCHASE ORDER (TWO MOHAVE CONTRACTS ON THE SAME PO)

Mohave reviewed highlighted information

Purchase Order

XYZ Member Organization
123 Member Street
Phoenix, AZ 85012

PO No. 90001

Mail invoices to above address

PO # must be on all documents
MSDS sheets must accompany all products

PO Date: 11/18/09

Questions? Jane Buyer 602-321-6543

PO Issued To:
ABC Vendor Company
456 Vendor Avenue
Tucson, AZ 85705

Ship To:
Attn: Central Receiving
XYZ Member Organization
1000 Receiving Lane
Phoenix, AZ 85012

Vendor Phone: Fax: Project #: **Contact:** Bill Smith 602-277-4290

Qty	Unit	Part #	Description	Tax	Freight	Unit	Extended
			Provide & install new doors & hardware per quote dated 10/28/09				
1	EA		Doors & frames (KMS-15)	2,119.12	2,616.20	26,162.00	26,162.00
1	EA		Hardware & installation	5,028.90	6,208.52	89,429.62	89,429.52

PO SPLIT BETWEEN CONTRACTS
06E - DHP - 0914
07N - DHDR - 0927
Contracts used.

"Split PO" stamp used on a PO with two or more contracts for a single vendor. The contract for this part of the PO is highlighted.

Doors & Frames
Mohave Contract #07N-DHDR-0927

Hardware
Mohave Contract #06E-DHP-0914

"MESC Reviewed" stamp is Mohave's authorization for the vendor to perform the work.

Attached: Quote # 102809JA1

MESC REVIEWED
LLN PRICING 102208

DHP

Adminfeeable $ 86550.18

Pass Thru $ 9087.96
(For vendor use in reporting.)

"Adminfeeable" stamp used to assist the vendor with the Reconciliation Report. It shows the adminfeeable amount and the "Pass Thru" or non-adminfeeable amounts. The amounts are for the materials & work under the reviewed (highlighted) contract (06E-DHP-0914).

This is the price file reviewed for this PO.

APPROVAL SIGNATURES Joe E. Purchaser

Sub-Total:	115,591.62
Freight:	8,824.72
Tax:	7,148.02
Total Amount:	131,584.36

Notes:

Receiving Department Closed Fridays
Order must be received by 6/30/10

FILE COPY

Page 1 of 1

Mohave Log Record for this part of the PO. DHP 22254

Notes

This is an example of an "MESC Reviewed" PO with no errors. To promptly process member POs, Mohave corrects minor errors on the face of the PO. Examples include correcting a price, part number or description, adding a part number or description, etc. Corrections are noted by striking through and replacing incorrect information or adding missing information. If the "MESC Reviewed" stamp is on the member PO, Mohave's revisions shall prevail.

Mohave shall obtain prior member approval for any revision that increases PO amount or designates a color, fabric, etc.

EXHIBIT 16

"MESC REVIEWED" SPLIT PURCHASE ORDER (TWO MOHAVE CONTRACTS ON THE SAME PO)

Mohave reviewed highlighted information

Purchase Order

XYZ Member Organization
123 Member Street
Phoenix, AZ 85012

PO No. 90001

Mail invoices to above address

PO # must be on all documents
MSDS sheets must accompany all products

PO Date: 11/18/09

Questions? Jane Buyer 602-321-6543

PO Issued To:
ABC Vendor Company
456 Vendor Avenue
Tucson, AZ 85705

Ship To:
Attn: Central Receiving
XYZ Member Organization
1000 Receiving Lane
Phoenix, AZ 85012

Vendor Phone: Fax: Project #: **Contact:** Bill Smith 602-277-4290

Qty	Unit	Part #	Description	Tax	Freight	Unit	Extended
			Provide & install new doors & hardware per quote dated 10/28/09				
1	EA		Doors & frames (KMS-15)	2,119.12	2,616.20	26,162.00	26,162.00
1	EA		Hardware & installation	5,028.90	6,208.52	89,429.62	89,429.52

PO SPLIT BETWEEN CONTRACTS
06E-DHP-0914
07N-DHDR-0927
Contracts used.

"Split PO" stamp used on a PO with two or more contracts for a single vendor. The contract for this part of the PO is highlighted.

Doors & Frames
Mohave Contract #07N-DHDR-0927

Hardware
Mohave Contract #06E-DHP-0914

"MESC Reviewed" stamp is Mohave's authorization for the vendor to perform the work.

MESC REVIEWED
DHDR CURRIES PRICING
050908

This is the price file reviewed for this PO.

Attached: **Quote # 102809JA1**

"Adminfeeable" stamp used to assist the vendor with the Reconciliation Report. It shows the adminfeeable amount and the "Pass Thru" or non-adminfeeable amounts. The amounts are for the materials & work under the reviewed (highlighted) contract (06E-DHP-0914).

Adminfeeable $ 25065.00
Pass Thru $ 3713.20
(For vendor use in reporting.)

APPROVAL SIGNATURES Joe E. Purchaser

Sub-Total:	115,591.62
Freight:	8,824.72
Tax:	7,148.02
Total Amount:	131,584.36

Notes:

Receiving Department Closed Fridays
Order must be received by 6/30/10

FILE COPY

Page 1 of 1

Mohave Log Record for this part of the PO. DHDR 22255

Notes

This is an example of an "MESC Reviewed" PO with no errors. To promptly process member POs, Mohave corrects minor errors on the face of the PO. Examples include correcting a price, part number or description, adding a part number or description, etc. Corrections are noted by striking through and replacing incorrect information or adding missing information. If the "MESC Reviewed" stamp is on the member PO, Mohave's revisions shall prevail.

Mohave shall obtain prior member approval for any revision that increases PO amount or designates a color, fabric, etc.

EXHIBIT 17

CONTRACT PRICING

Access Mohave contract pricing from "Purchasing Services" in our website, www.mesc.org.





This information is on the bottom half of the Contract Pricing webpage. It provides instructions for obtaining a login and password, an explanation of price file naming methodology, and contacts for questions.

Login/Password

Contract pricing is password protected. One login and password will be assigned to each member organization. Each organization is responsible for managing its password.

To obtain a login and password, please send an email request to Information Systems Manager, Jim Dugo, at jimd@mesc.org.

Step-By-Step Instructions

See Contract Pricing Exhibit (PDF, approx. 1.2 MB) from Member Handbookfor detailed instructions on using Mohave's online Contract Pricing information.

Price File Notes

Main Price Page: Contains a list of all Mohave vendors. Each line is a link to that vendor's pricing. There is one link for each vendor. That link connects to the Vendor Main Page.

Vendor Main Page: Contains links to price pages for all contracts held by that vendor.

Contract Page: Contains folders and files for that contract.

- Year folders contain historical pricing. (i.e., 2005 Archived Pricing)
- Manufacturer folders contain pricelists and other pricing information for a specified manufacturer. Contracts with a large number of manufacturers may have folders that group manufacturers by letters of the alphabet. (i.e., A-C)
- Price type folders contain pricing for similar types of products or services. (i.e., Parts Price Lists and Service Rates)
- Smaller contracts may not have folders in the current pricing section. In those instances, price files will be on the Contract Page.
- Price file names indicate the contract prefix, type of pricing, approval date, and file type.

  Sample price file names:

  - appl1 applecare extended warranty 082907.pdf
    (Apple Computer, Apple Care Extended Warranty, 8/29/07, Adobe pdf)
  - ace full price update 040308.xls
    (Ace Asphalt, Complete Pricelist, 4/3/08, Microsoft Excel)
  - azsc Bretford catalog 011008.pdf
    (AZ School Furnishings, Bretford Pricelist, 1/10/08, Adobe pdf)

Price Summaries: Price files will include a summary. The summary may be a text box note on the first page of the document or a first page of special instructions. Price summaries will contain the following information:

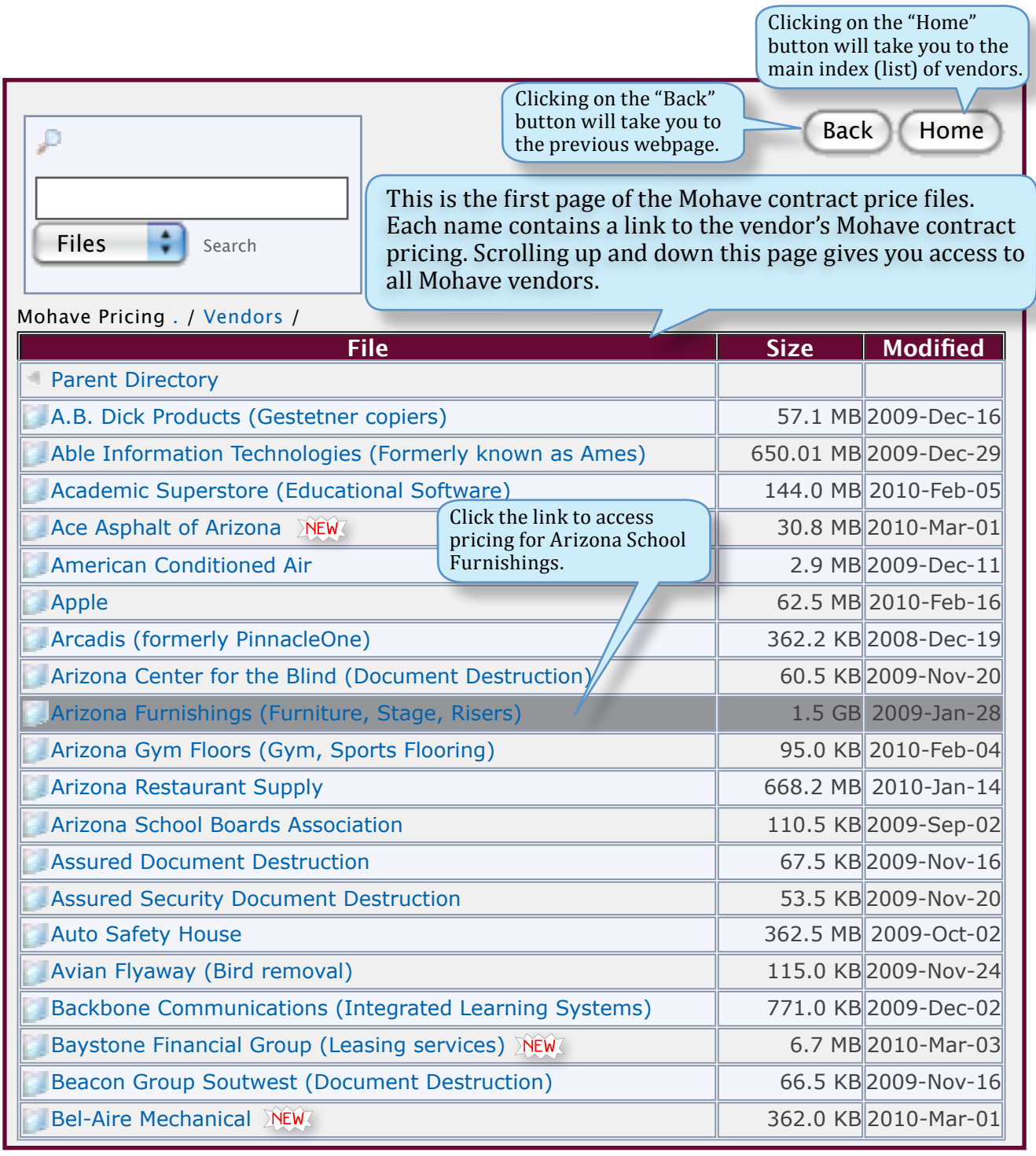
- Contract Number
- Effective Date
- Mohave Price
- MESC Approval Contact (for pricing questions)
- Shipping Information or Pricing
- Additional Discounts Available
- Other Information

Document Searches: Most price documents are searchable. Keyboard shortcuts for searching documents are "Control + F" for Windows and "Command + F" for Apple. These key sequences launch a search feature for Word, Excel, Acrobat .pdf, and other documents.

Important Note: There are many folders and files in this system. Please allow time to become familiar with the system and its files. An investment of time and patience will make the system much more user friendly.

The price files in this system contain approved Mohave pricing. If you have been provided with a different price in a quote or invoice, please contact the Mohave Contracts Team. Mohave must approve all price adjustments before they are offered to members.

The following pages provide an overview of our contract pricing area.

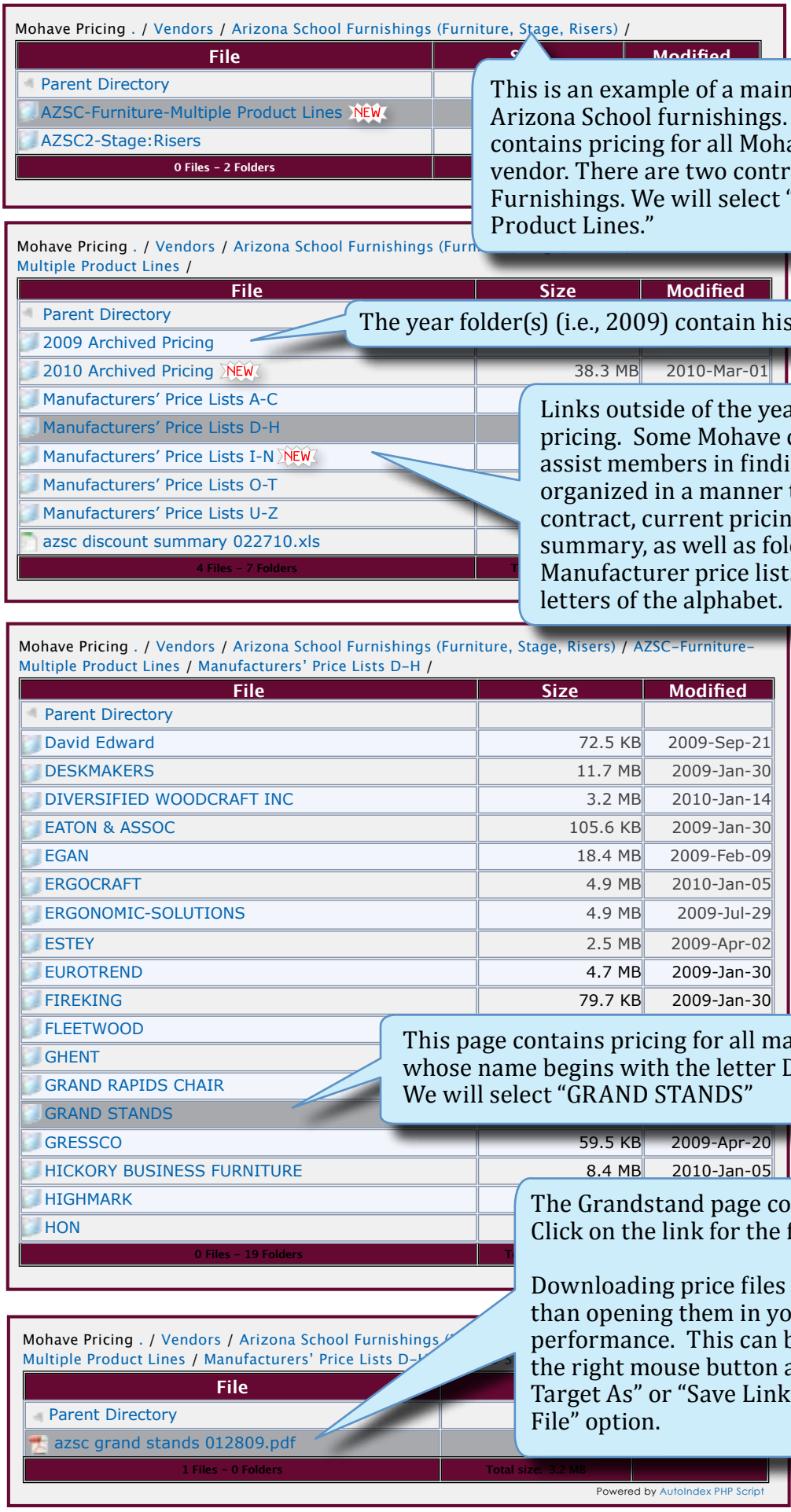


File	Size	Modified
Parent Directory		
A.B. Dick Products (Gestetner copiers)	57.1 MB	2009-Dec-16
Able Information Technologies (Formerly known as Ames)	650.01 MB	2009-Dec-29
Academic Superstore (Educational Software)	144.0 MB	2010-Feb-05
Ace Asphalt of Arizona NEW	30.8 MB	2010-Mar-01
American Conditioned Air	2.9 MB	2009-Dec-11
Apple	62.5 MB	2010-Feb-16
Arcadis (formerly PinnacleOne)	362.2 KB	2008-Dec-19
Arizona Center for the Blind (Document Destruction)	60.5 KB	2009-Nov-20
Arizona Furnishings (Furniture, Stage, Risers)	1.5 GB	2009-Jan-28
Arizona Gym Floors (Gym, Sports Flooring)	95.0 KB	2010-Feb-04
Arizona Restaurant Supply	668.2 MB	2010-Jan-14
Arizona School Boards Association	110.5 KB	2009-Sep-02
Assured Document Destruction	67.5 KB	2009-Nov-16
Assured Security Document Destruction	53.5 KB	2009-Nov-20
Auto Safety House	362.5 MB	2009-Oct-02
Avian Flyaway (Bird removal)	115.0 KB	2009-Nov-24
Backbone Communications (Integrated Learning Systems)	771.0 KB	2009-Dec-02
Baystone Financial Group (Leasing services) NEW	6.7 MB	2010-Mar-03
Beacon Group Soutwest (Document Destruction)	66.5 KB	2009-Nov-16
Bel-Aire Mechanical NEW	362.0 KB	2010-Mar-01

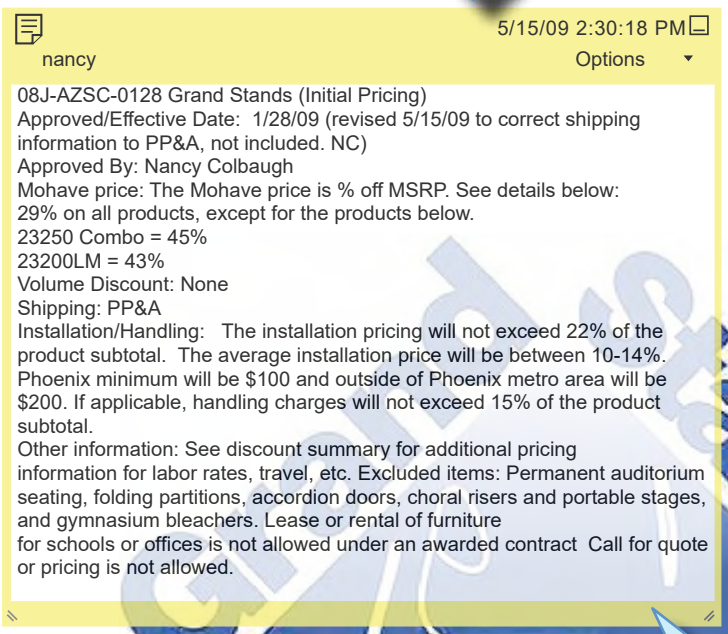


The search feature at the top of each webpage works from a Parent Directory only. By clicking the drop-down menu, it can be set to search, Files, Folders, or Both.

The search will look for a specified word in a folder or file name. It does not search within a document.


Mohave Pricing . / Vendors / Arizona School Furnishings (Furniture, Stage, Risers) /
File
Parent Directory
AZSC-Furniture-Multiple Product Lines NEW
AZSC2-Stage:Risers
0 Files - 2 Folders
This is an example of a main vendor page. In this case Arizona School furnishings. The main vendor page contains pricing for all Mohave contracts held by that vendor. There are two contracts for Arizona School Furnishings. We will select " AZSC-Furniture-Multiple Product Lines."
Mohave Pricing . / Vendors / Arizona School Furnishings (Furn
Multiple Product Lines /
File
Size
Modified
Parent Directory
2009 Archived Pricing
2010 Archived Pricing NEW
38.3 MB
2010-Mar-01
Manufacturers' Price Lists A-C
Manufacturers' Price Lists D-H
Manufacturers' Price Lists I-N NEW
Manufacturers' Price Lists O-T
Manufacturers' Price Lists U-Z
azsc discount summary 022710.xls
4 Files - 7 Folders
The year folder(s) (i.e., 2009) contain historical pricing.
Links outside of the year folders are for current pricing. Some Mohave contracts are quite large. To assist members in finding desired pricing, folders are organized in a manner to simplify research. For this contract, current pricing includes a folder with a pricing summary, as well as folders for manufacturer price lists. Manufacturer price lists are grouped into folders by letters of the alphabet. We will select "D-H."
Mohave Pricing . / Vendors / Arizona School Furnishings (Furniture, Stage, Risers) / AZSC-Furniture-Multiple Product Lines / Manufacturers' Price Lists D-H /
File
Size
Modified
Parent Directory
David Edward
72.5 KB
2009-Sep-21
DESKMAKERS
11.7 MB
2009-Jan-30
DIVERSIFIED WOODCRAFT INC
3.2 MB
2010-Jan-14
EATON & ASSOC
105.6 KB
2009-Jan-30
EGAN
18.4 MB
2009-Feb-09
ERGOCRAFT
4.9 MB
2010-Jan-05
ERGONOMIC-SOLUTIONS
4.9 MB
2009-Jul-29
ESTEY
2.5 MB
2009-Apr-02
EUROTREND
4.7 MB
2009-Jan-30
FIREKING
79.7 KB
2009-Jan-30
FLEETWOOD
GHENT
GRAND RAPIDS CHAIR
GRAND STANDS
GRESSCO
59.5 KB
2009-Apr-20
HICKORY BUSINESS FURNITURE
8.4 MB
2010-Jan-05
HIGHMARK
HON
0 Files - 19 Folders
This page contains pricing for all manufacturers whose name begins with the letter D, E, F, G, or H. We will select "GRAND STANDS"
Mohave Pricing . / Vendors / Arizona School Furnishings (
Multiple Product Lines / Manufacturers' Price Lists D-H
File
Parent Directory
azsc grand stands 012809.pdf
1 Files - 0 Folders
Total size: 3.2 MB
Powered by AutoIndex PHP Script
The Grandstand page contains one price file. Click on the link for the file you want to review.
Downloading price files to your desktop, rather than opening them in your browser, may improve performance. This can be accomplished by clicking the right mouse button and selecting the "Save Target As" or "Save Link As" or "Download Linked File" option.

We selected the file named "azsc grand stands 012809.pdf." This file contains Price List for "Grandstand" products that was effective 2/2/09.



Look for summary information in the price files. This information will be in the form of a note (see example to the above) or a separate first page of instructions.

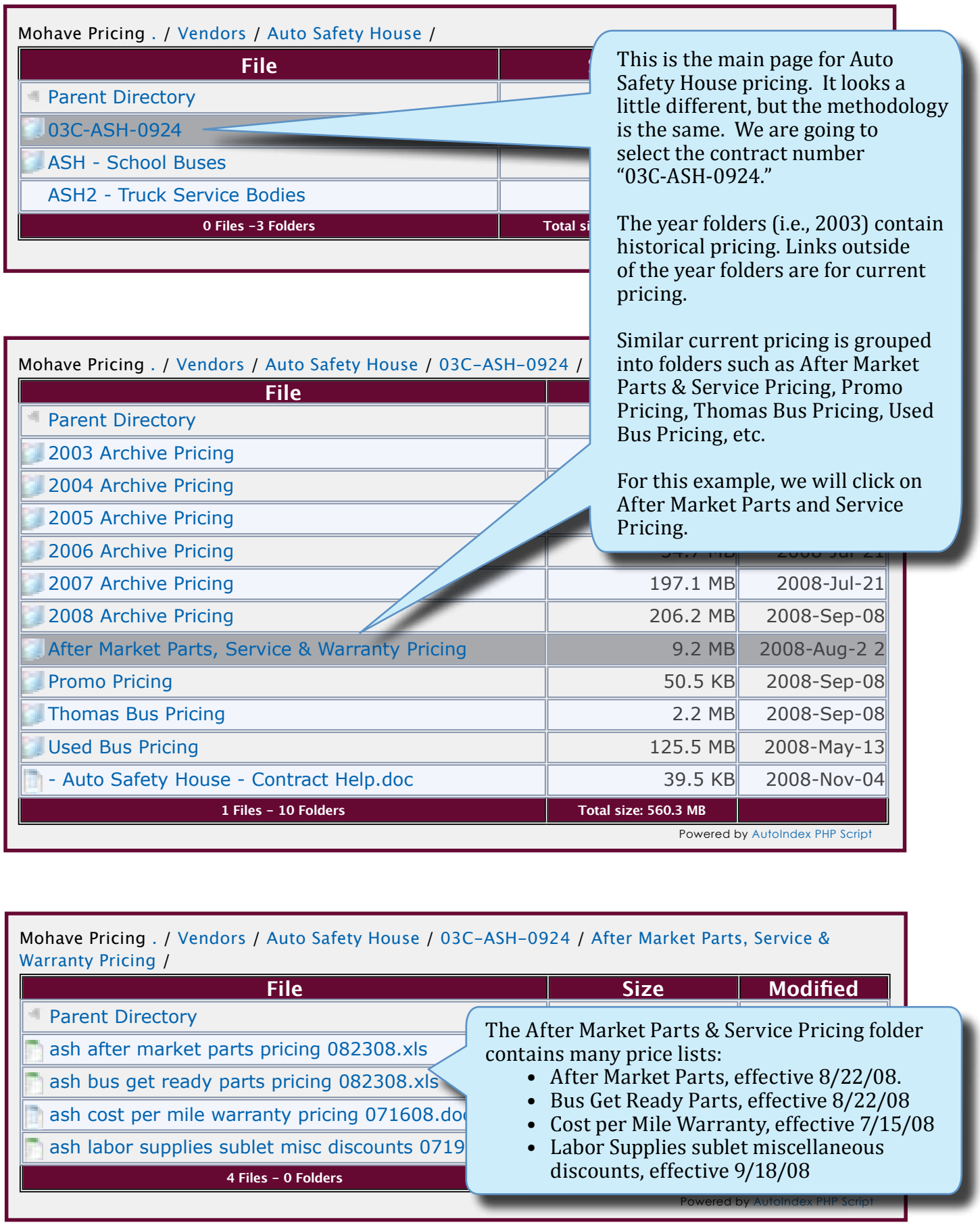
Price List

Body In Balance

2009 Price List

Ergonomic Accessories
for the
Efficient Workspace

www.grandstands.com


Mohave Pricing . / Vendors / Auto Safety House /
File
Parent Directory
03C-ASH-0924
ASH - School Buses
ASH2 - Truck Service Bodies
0 Files -3 Folders
This is the main page for Auto Safety House pricing. It looks a little different, but the methodology is the same. We are going to select the contract number "03C-ASH-0924."
The year folders (i.e., 2003) contain historical pricing. Links outside of the year folders are for current pricing.
Similar current pricing is grouped into folders such as After Market Parts & Service Pricing, Promo Pricing, Thomas Bus Pricing, Used Bus Pricing, etc.
For this example, we will click on After Market Parts and Service Pricing.
Mohave Pricing . / Vendors / Auto Safety House / 03C-ASH-0924 /
File
Parent Directory
2003 Archive Pricing
2004 Archive Pricing
2005 Archive Pricing
2006 Archive Pricing
2007 Archive Pricing 197.1 MB 2008-Jul-21
2008 Archive Pricing 206.2 MB 2008-Sep-08
After Market Parts, Service & Warranty Pricing 9.2 MB 2008-Aug-2 2
Promo Pricing 50.5 KB 2008-Sep-08
Thomas Bus Pricing 2.2 MB 2008-Sep-08
Used Bus Pricing 125.5 MB 2008-May-13
- Auto Safety House - Contract Help.doc 39.5 KB 2008-Nov-04
1 Files - 10 Folders
Total size: 560.3 MB
Powered by AutoIndex PHP Script
Mohave Pricing . / Vendors / Auto Safety House / 03C-ASH-0924 / After Market Parts, Service & Warranty Pricing /
File
Size
Modified
Parent Directory
ash after market parts pricing 082308.xls
ash bus get ready parts pricing 082308.xls
ash cost per mile warranty pricing 071608.do
ash labor supplies sublet misc discounts 0719
4 Files - 0 Folders
The After Market Parts & Service Pricing folder contains many price lists:
• After Market Parts, effective 8/22/08.
• Bus Get Ready Parts, effective 8/22/08
• Cost per Mile Warranty, effective 7/15/08
• Labor Supplies sublet miscellaneous discounts, effective 9/18/08
Powered by AutoIndex PHP Script

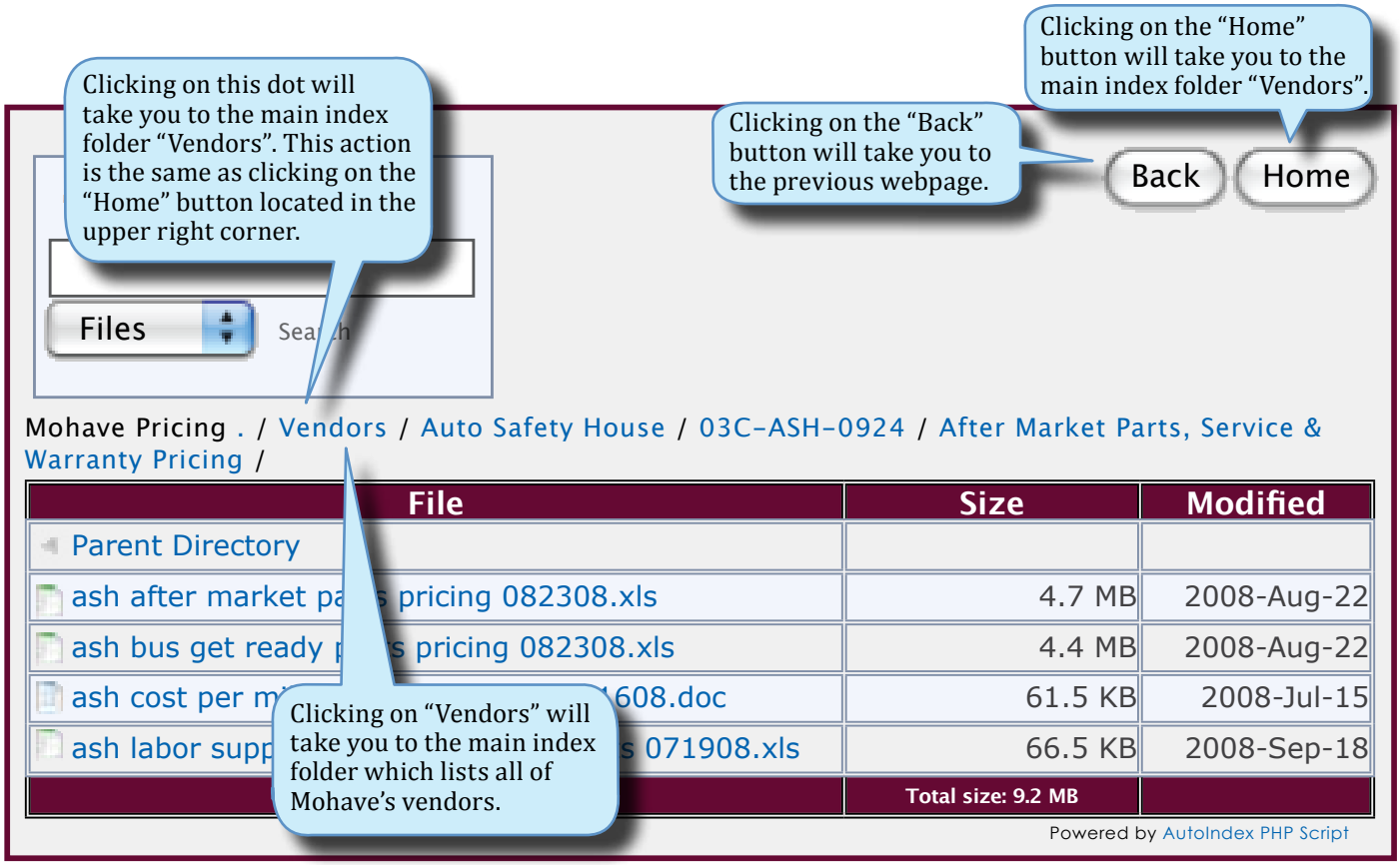

Clicking on this dot will take you to the main index folder "Vendors". This action is the same as clicking on the "Home" button located in the upper right corner.
Clicking on the "Back" button will take you to the previous webpage.
Clicking on the "Home" button will take you to the main index folder "Vendors".
Back
Home
Files
Search
Mohave Pricing . / Vendors / Auto Safety House / 03C-ASH-0924 / After Market Parts, Service & Warranty Pricing /
File
Size
Modified
Parent Directory
ash after market pa s pricing 082308.xls
4.7 MB
2008-Aug-22
ash bus get ready p s pricing 082308.xls
4.4 MB
2008-Aug-22
ash cost per m 608.doc
61.5 KB
2008-Jul-15
ash labor supp s 071908.xls
66.5 KB
2008-Sep-18
Total size: 9.2 MB
Clicking on "Vendors" will take you to the main index folder which lists all of Mohave's vendors.
Powered by AutoIndex PHP Script

Exhibit 3
Approved Bid Tab

ence Bid Tabulation Sheet

	General Ledger Account Number:	011-531-211
	Date Prepared:	9/12/2018
ached)	Prepared By:	Susan Jonas
Title of Bid:	Open Date:	
	Close Date:	

Item(s) (Include quality, Brand, Model & Color): **Use the Mohave contract #13X-CTMK-0417 to use vendor - Centimark - to replace Florence Police Department roof and Fitness Center roof.**

		VENDORS	Payment Terms (Discount)	Availability	Who Pays Shipping?	Unit Price	Extended Price	Comments
1	Name:	Centimark (618)						Police Bid $37,626.70 Fitness Ctr $13,767.00 15% Cont $ 7709.06 TOTAL NOT TO EXCEED $59,102.76 Utilizing MOHAVE Contract #13X-CTMK-0417 Expenditure will be brought to Council for approval on October 15 2018.
	Address:	P.O. Box 536254			Tax:			
		Pittsburgh, PA 15253-5904			Freight:			
	Contact:	Chad Anderson					$59,102.76	
	Phone:	602-333-6645	Fax:	602-333-6652				
	Email:			Date Notified of Decision:				
	Quote #:	08292018	REQ # :		PO #:			
	Received:	8/29/2018	Expires:					
2	Name:							
	Address:				Tax:			
					Freight:			
	Contact:						$ -	
	Phone:		Fax:					
	Email:			Date Notified of Decision:				
	Quote #:		REQ # :		PO #:			
	Received:		Expires:					
3	Name:							
	Address:				Tax:			
					Freight:			
	Contact:							
	Phone:		Fax:					
	Email:			Date Notified of Decision:				
	Quote #:		REQ # :		PO #:			
	Received:		Expires:					

Attach additional page(s), if necessary.

Vendor Selected: Centimark

Justification (if not lowest bid.): Utilizing MOHAVE Contract #13X-CTMK-0417. Expenditure will be brought to Council for approval on October 15 2018.

Department Head Approval:		Date: 9/17/18
Finance Director Approval:		Date: 9-28-18
Town Manager Approval:		Date: 9/28/18

Exhibits Attached:	

If over $24,999, must go to Town Council for approval.

Attach this approved form to purchase request with written quotes, if applicable.

	TOWN OF FLORENCE COUNCIL ACTION FORM	**AGENDA ITEM** 10d

MEETING DATE: October 15, 2018

DEPARTMENT: Finance

STAFF PRESENTER: Joe Jarvis, Finance Director

SUBJECT: City of Tucson Cooperative Purchasing Agreement

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

☐ **Other**

STRATEGIC PLAN REFERENCE:

☐ Community Vitality ☐ Economic Prosperity ☐ Leadership and Governance

☒ Partnership and Relationships ☐ Transportation and Infrastructure

☐ Statutory ☐ None

RECOMMENDED MOTION/ACTION:

Move to authorize the Town Manager to execute a Cooperative Purchasing Agreement with the City of Tucson.

BACKGROUND/DISCUSSION:

Cooperative procurement means procurement conducted by, or on behalf of, more than one eligible public procurement unit and allows for the aggregation of the requirements and improved prices. Cooperative procurement is used by governmental entities, since they are required to follow laws requiring competitive bidding above certain thresholds. Municipalities can enter into agreements that allow them to legally use a contract that was procured by another governmental entity.

The City of Tucson has a robust procurement department and has authorized other entities to utilize their contracts. The Town of Florence would like to enter into a Cooperative Purchasing Agreement with the City of Tucson to utilize their current contracts. Based on this contract, any order placed to, or services required from, the successful contractors may be requested by the Town of Florence. Payment for purchases made under this agreement with be the responsibility of the Town of Florence. The Town shall be responsible for correctly administering the contract in accordance with all terms, conditions, requirements and approved pricing to an eligible procurement. Authorization can be obtained by executing the included agreement.

A VOTE OF NO WOULD MEAN:

The status quo will remain.

A VOTE OF YES WOULD MEAN:

Staff would be able to contract using the City of Tucson's contracts and bid awards.

FINANCIAL IMPACT:

There is no cost for signing the agreement. Staff believes that the Town will receive competitive prices and services by using the City of Tucson's contracts.

ATTACHMENTS:

Cooperative Purchasing Agreement

CITY OF TUCSON
COOPERATIVE PURCHASING AGREEMENT

This Agreement entered into this _____ day of _____ between the City of Tucson hereinafter called the "City" and Town of Florence, a public procurement unit, hereinafter called "eligible procurement unit," to permit the eligible procurement unit to purchase materials and services from vendors at the prices and terms contained in contracts between the City of Tucson and those vendors. Any eligible procurement unit may enter into an Agreement with the City of Tucson Department of Procurement for the purpose of utilizing their respective cooperative contracts. (Arizona Revised Statutes Section 41-2632).

In consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result thereof, the parties agree as follows:

1. The City shall make available certain contracts to the eligible procurement units.

2. For those contracts awarded by the City, specifications for the materials and services will be determined by the City of Tucson Department of Procurement.

3. City procurement processes shall be conducted in accordance with the City's Charter (Chapter 28), the City Procurement Code and City Department of Procurement administrative policies and procedures. The eligible procurement unit will insure that its own legal requirements are met and shall be responsible for any additional actions that may be necessary to meet those requirements.

4. The City may invite an eligible procurement unit to participate in any solicitation.

5. The eligible procurement unit shall:
   a. Insure that purchase orders issued against eligible City contracts are in accordance with the terms and prices established in the City contract.
   b. Make timely payments to the vendor for all materials and services received in accordance with the terms and conditions of the City contract. Payment for materials or services and inspection and acceptance of materials or services ordered by the eligible procurement unit shall be the exclusive obligation of such unit.
   c. Not use a City contract as a method for obtaining additional concessions or reduced prices for contracted materials or services. The eligible procurement unit shall not advertise or market City contracts without the City's prior written consent.
   d. Be responsible for ordering materials or services under this agreement. The City shall not be liable in any fashion for any violation by eligible procurement unit of this agreement, and the eligible procurement unit shall be responsible for any liability which may arise from action or inaction of the eligible procurement unit relating to this agreement or its subject matter.

6. The exercise of any rights or remedies by the eligible procurement unit shall be the exclusive obligation of such unit; however, the City, as the contract administrator and without subjecting itself to any liability, may join in the resolution of any controversy should it so desire.

7. The City may terminate this Agreement if the eligible procurement unit fails to comply with the terms of a City contract.

8. This Agreement shall take effect upon execution by the parties and shall continue until it is terminated in accordance with its terms. This Agreement supersedes any and all previous cooperative purchase agreements.

9. Either party may terminate this Agreement with at least thirty- (30) days written notice to the other party.

10. Failure of the eligible procurement unit to secure performance from the contractor in accordance with the terms and conditions of its purchase order does not necessarily require the City to exercise its own rights or remedies.

11. This Agreement may be cancelled pursuant to the provisions of A.R.S. 38-511.

12. This Agreement is exempt from the provisions of A.R.S. 11-952, Subsections D and F under provision of A.R.S. 41-2632.

13. The City and the eligible procurement unit agree not to discriminate against any employee or applicant for employment in violation of the terms of Federal Executive Order 11246 and State Executive Order No. 99-4, A.R.S. 41-1461 et. seq.

14. Appropriate action by ordinance, resolution or otherwise pursuant to the laws applicable to the eligible procurement unit shall be necessary before this agreement becomes effective.

IN WITNESS WHEREOF, the parties of this Agreement have caused their names to be affixed hereto by their proper officers on the dates indicated.

ELIGIBLE PROCUREMENT UNIT CONTACT INFORMATION:

Joe Jarvis Procurement Officer	**P.O. Box 2670 Florence, AZ 85132**
Name/Title	**Address**
520-868-7505	**joe.jarvis@florenceaz.gov**
Phone #	**Email Address:**

AUTHORIZED AUTHORITY FOR THE ELIGIBLE PROCUREMENT UNIT:

_____
Signature

_____
Printed Name

_____
Title

Dated this ___ day of _____ , 20____

FOR THE CITY OF TUCSON:

_____
Signature

_____
Printed Name

_____
Title

Dated this ___ day of _____ , 20_____

APPROVED AS TO FORM:

_____
Attorney for Eligible Procurement Unit

Dated this ___ day of _____ , 20____

Form approved this 9th day of January, 2009, for the City of Tucson. (Form with original signature of approval is on file in the City Clerk's Office.)

David L. Deibel
David L. Deibel, Principal Assistant City Attorney

	TOWN OF FLORENCE COUNCIL ACTION FORM	**AGENDA ITEM** 10e

MEETING DATE: October 15, 2018

DEPARTMENT: Public Works

STAFF PRESENTER: Christopher A. Salas, Public Works Director/Town Engineer

SUBJECT: Intergovernmental Agreement with Pinal County to provide Commercial Driver License (CDL) Testing Services.

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

☐ **Other**

STRATEGIC PLAN REFERENCE:

☐ Community Vitality ☐ Economic Prosperity ☐ Leadership and Governance
☒ Partnership and Relationships ☒ Transportation and Infrastructure
☐ Statutory ☐ None

RECOMMENDED MOTION/ACTION:

Approval to enter into an Intergovernmental Agreement with Pinal County to provide Commercial Driver's License (CDL) testing services.

BACKGROUND/DISCUSSION:

Pinal County offers CDL testing to municipalities that do not have the resources to conduct their own testing. The Town of Florence used to send their CDL Testers to Tucson or Coolidge, but the waiting list to take the test is two months and the cost is double what Pinal County is willing to charge.

A VOTE OF NO WOULD MEAN:

A no vote will mean longer wait times to take the CDL test as well as getting extensions on the permits just to make the test appointment. The cost of each test would also double.

A VOTE OF YES WOULD MEAN:

A vote of yes will mean CDL testing would be closer to Town, cost less and would allow the testing to be done in a timely manner.

FINANCIAL IMPACT:

$200.00 per CDL test

ATTACHMENTS:

Intergovernmental Agreement (with Exhibit A)

INTERGOVERNMENTAL AGREEMENT
BETWEEN
PINAL COUNTY
AND
TOWN OF FLORENCE ARIZONA
FOR
COMMERCIAL DRIVER LICENSE TESTING SERVICES

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") dated the 15th day of October, 2018, is made by and between PINAL COUNTY, a political subdivision of the State of Arizona ("County") and TOWN OF FLORENCE, an Arizona municipal corporation ("Town".)

RECITALS

A. County and Town are authorized pursuant to Arizona Revised Statutes ("A.R.S.") §§ 11-251 and 9-240, respectively, to provide Commercial Driver License ("**CDL**") Testing Services to their respective employees.

B. County and Town are authorized pursuant to A.R.S. § 11-951, *et seq*. to enter into intergovernmental agreements for the purposes of taking joint or cooperative action.

C. County currently provides CDL Testing Services ("**Services**") to its employees desiring to obtain a CDL.

D. The parties desire that County make the Services available to Town employees desiring to obtain a CDL pursuant to the terms and conditions set forth in this Agreement.

E. This Agreement will promote efficiency in the use of public funds and will encourage future cooperation between the parties.

AGREEMENT

IN CONSIDERATION of the mutual covenants contained in this Agreement the parties agree as follows:

1. SERVICES. County will make available to Town employees the Services as described in the attached **Exhibit A**.

2. TERM. This Agreement shall commence upon execution by both parties hereto, and shall terminate one (1) year thereafter unless terminated sooner as provided in paragraph 9 below. This Agreement shall automatically renew for successive one (1) year periods unless either party gives written notice to the other of that party's intention not to renew this Agreement· at least thirty (30) days prior to termination.

3. INDEMNIFICATION BY TOWN. To the extent provided by law, Town shall indemnify, defend and hold harmless County, its officials, employees and agents from all suits, actions, claims, demands, losses, costs or damages of every kind and description, including any attorneys' fees, arbitration and litigation expenses, which may be brought or made against or incurred by County on account of injuries, death or damages received or sustained by any person, persons, or property on account of any negligent or willful act, omission, neglect or misconduct of Town, its employees, agent or anyone acting on Town's behalf or under its direction, arising under this Agreement. Such indemnity shall not be limited by reasons of remuneration of any insurance coverage.

4. INDEPENDENT CONTRACTOR. The parties acknowledge and agree that all services provided under this Agreement are being performed by County as an independent contractor and not as an employee or agent of Town. This Agreement is not intended to constitute, create, give rise to or otherwise recognize any agency, partnership or joint venture agreement or relationship of any kind or create an employer/employee relationship between County and Town and their respective employees, subcontractors, subcontractors' employees or any other persons.

5. NO THIRD PARTY BENEFICIARY. This Agreement shall not create any third party beneficiary right to any person or entity who is not a party to this Agreement.

6. WORKERS COMPENSATION. Each party hereto shall be responsible for its own employees' workers' compensation claim, if any arises under the performance of this Agreement.

7. ASSIGNMENT. This Agreement is non-assignable in whole or in part by either party hereto.

8. NOTICE. All notices and other communications connected with this Agreement shall be in writing and shall be deemed to have been given when delivered personally or deposited in a U.S. mail box, in a postage, prepaid envelope addressed to the other party to the address provided herein:

Pinal County
Attn: Joe Ortiz
31 N Pinal Street, Building F
Florence, AZ 85132
520-866-6413
joe.ortiz@pinalcountyaz.gov

Town of Florence
Attn: Town Clerk's Office
P.O. Box 2670
Florence, AZ 85132
520-868-7500

9. TERMINATION. This Agreement may be terminated at any time and for any reason by either party giving the other party at least thirty (30) days prior written notice of such termination.

10. APPLICABLE LAW. This Agreement shall be governed by and construed under the laws of the state of Arizona, and any litigation shall take place only in Pinal County, Arizona.

11. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated into this Agreement.

12. MODIFICATIONS. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by all parties hereto or their respective successors in interest.

13. SEVERABILITY. The provisions of this Agreement shall be deemed severable and should any provision of this Agreement be declared or be determined by a Court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said

illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement, notwithstanding any other provision of this Agreement to the contrary.

14. CANCELLATION. This Agreement is subject to cancellation for conflict of interest without penalty or further obligation as provided by A.R.S. § 38-511.

15. ISRAEL BOYCOTT PROVISION. Each party to this Agreement certifies to the other that it is not currently engaged in and agrees for the duration of this Agreement not to engage in a boycott of Israel as defined in A.R.S. § 35-393.

16. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be an original.

IN WITNESS WHEREOF, these presents are hereby signed and agreed to by the parties hereto.

TOWN OF FLORENCE, an Arizona municipal corporation

By:_____
Mayor

Date: _____

ATTEST:

By:_____
Town Clerk

APPROVED AS TO FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TOWN OF FLORENCE UNDER THE LAWS OF THE STATE OF ARIZONA:

_____
Town Attorney

PINAL COUNTY, a political subdivision of the State of Arizona

By: _____
Chairman

Date: _____

ATTEST:

By:_____
Clerk/Deputy Clerk of the Board

APPROVED AS TO FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED PINAL COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA:

_____
Deputy County Attorney

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
PINAL COUNTY
AND
TOWN OF FLORENCE
FOR
COMMERCIAL DRIVER LICENSE TESTING SERVICES

[Description of Services]

Pinal County's Third-Party Tester will administer the Commercial Driver's License (CDL) Roads/Skills Test for a fee of $200.00 per applicant. This will include three attempts to pass the test. Applicants must wait at least 2 business days to retake any failed portion of the skills test.

A CDL Instruction/Learner Permit holder is not eligible to take the CDL Road/Skills Test within 14 days of the initial issuance of the Commercial Instruction Permit.

The Road/Skills Test is a three part test that consists of a Pre-Trip Inspection, a Basic Vehicle Controls Test and an ON-Road Driving Test. You will be required to take the test in the same class and type of motor vehicle that you have a permit for. If you fail any one part of the Road/Skills Test, you will be required to retake the entire test again. Only one Road/Skills Test can be taken per day.

Pre-Trip Inspection: Before you can take the CDL driving tests, you will first be tested on your knowledge of class of vehicle your plan on driving once you obtain your CDL. The Pre-Trip inspection also determines if your commercial vehicle is safe enough to drive on public roads. If you fail the Pre-Trip Inspection, you may not be allowed to take the Road Skills Test.

Basic Controls Test: Before you can take the Road Skills Test, you will first need to prove that you have the skills to operate a commercial motor vehicle on public roads. This test consists of various off-road maneuvers such as backing up your vehicle, moving your vehicle forward, and making turns within a defined area.

Road Skills Test: Once you pass the first two tests, you will be required to drive your commercial vehicle on public roads in various traffic situations.

The Road/Skills Test will be given by appointment only. To schedule a test appointment, contact Pinal County Public Work's Highway Superintendent at (520)866-6411. Applicants need to schedule their Road/Skills test a few weeks in advance and to arrive early for their test appointment. Appointments will be scheduled based upon availability of Pinal County's Third-Party Tester.

Pinal County will not provide a vehicle for you to test in, you must provide your own test vehicle. If your test vehicle is not legally equipped and safe to drive, you will not be able to proceed with the Skills Test.

On the day of your CDL Skills Test appointment you must:1. Arrive on time.
2. Bring your validated commercial learner's permit.
3. Bring your ADOT sealed envelope with you.
4. Bring a passenger (age 21 or older) that is qualified to drive commercial motor vehicle with the same class of CDL or greater than the test vehicle.5. Bring a test vehicle that is the same class of license that you are testing for that is safe to drive.

	TOWN OF FLORENCE COUNCIL ACTION FORM	**AGENDA ITEM** 10f

MEETING DATE: October 15, 2018

DEPARTMENT: Community Services

STAFF PRESENTER: Bryan Hughes, Community Services Director

SUBJECT: Notice of Task Order/Change Order issued for On-Call Engineering pursuant to Council approved contract (WestLand Resources).

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

STRATEGIC PLAN REFERENCE:

☒ Community Vitality ☐ Economic Prosperity ☐ Leadership and Governance

☐ Partnership and Relationships ☐ Transportation and Infrastructure

☐ Statutory ☐ None

RECOMMENDED MOTION/ACTION:

Information Only – On-Call Engineering Consultant

BACKGROUND/DISCUSSION:

In March 2018, WestLand Resources, an authorized on-call engineering consultant, was issued a Task Assignment to perform an Environmental Assessment (EA) of two parcels the Town is proposing to acquire from the Bureau of Land Management (BLM) for the expansion of the Poston Butte Preserve.

In September 2018, BLM requested additional surveying of the existing Poston Butte parcel that is part of the Plan of Development (PoD) for the expansion of the Poston Butte Preserve. The additional surveying is outside of WestLand Resources' original scope of work, so a Task Assignment Change Order is necessary to complete the work and submit the final report to BLM. The expanded scope of work will cost an additional $21,550.00.

A VOTE OF NO WOULD MEAN:

Information Only

A VOTE OF YES WOULD MEAN:

Information Only

FINANCIAL IMPACT:

There is currently $195,000 in the Capital Improvement Project (CIP) Fund for the Poston Butte Expansion Project (POC-31). The current funding commitments for this fiscal year are for 1) WestLand Resources for Cultural, Biological and Environmental Assessment ($55,673.75); 2) J2 Engineering and Environmental Design for 30% design ($109,548.00); and 3) American Conservation Experience for work on the Summit Trail ($6,166.65). The total encumbered to-date is $171,388.40. With the addition of the Westland Resources Change Order ($21,550.00), the revised total would be $192,938.40, within budget.

ATTACHMENTS:

None

MINUTES OF THE TOWN OF FLORENCE COUNCIL WORK SESSION HELD ON TUESDAY, SEPTEMBER 4, 2018, AT 5:30 P.M., IN THE FLORENCE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

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

ROLL CALL:

Present: Walter, Woolridge, Hawkins, Guilin, Anderson, Wall, Larsen

WORKSESSION ON TOWN OF FLORENCE SOCIAL MEDIA ACCOUNTS

Mr. Benjamin Bitter, Assistant to the Town Manager, provided an overview of the Town's social media accounts and explained what staff sees on the back end along with the context for each. He provided statistics for each of the social media sites, which included:

Month	Instagram	Twitter	Facebook
February	0	425	2486
Currently	234	510	2759

Mr. Bitter stated that there has been a 23.4% increase in six months. He stated that all of the followers on Facebook are residents (28.5% of non-incarcerated population) of Florence. He stated that the reach for Florence on Facebook is tremendous and is a very valuable asset for the community.

Mr. Bitter provided a presentation in which it depicted what the Facebook page looks like as well as what is seen on the back end, such as the scheduled posts. Posts are pre-programmed to appear on certain dates and times to be most effective to target the most people at a certain time. It also provides statistics on the account.

Mr. Bitter stated that the Town utilizes advertising dollars on Facebook to reach a larger audience. He stated that by paying Facebook an advertisement fee, they will promote the Town's event like an ad. He stated that Facebook will use an algorithm for the Town's posts. Facebook also compares Florence to other community's pages that are like Florence and Florence is doing well. Florence has more followers than Coolidge.

Mr. Bitter stated that the banner on Twitter states that Florence is the Safest City in Arizona by National Council for Home Safety and Security and then goes into the Town's tweets. It will show the Town's tweets, how many likes it received as well as those who have retweeted it and posted it to their wall. The page will also show how many people have seen it, how many have done some sort of engagement (clicked on it, like it and/or shared it). He stated that Twitter is Florence's lowest involvement.

Mr. Bitter stated that the Town's Facebook account is linked to Twitter which means that the Town's Facebook posts automatically post to Twitter. The accounts will be kept separately in the near future because the integration does not interact well and many times what is posted on

Facebook does not always appear on Twitter. The Town will utilize "Hootsuite" which is a software, to ensure that the programmer can look at all of your accounts simultaneously. It will also allow you to post simultaneously to all social media accounts rather than have to go into each social media site separately to post.

Mr. Bitter stated that the Town also uses Archive Social which archives all social media. In Arizona, the Town is required to provide the social media post and metadata if a public records request is received for those records. He explained that the Town would be required to provide the original post and all renditions of the post. He stated it is a valuable tool.

Mayor Walter stated that she asked for the work session so that staff can share with Council what media accounts the Town has, and how staff shares information through social media. It is her understanding that there is a social media policy as well.

Mr. Bitter stated that the policy was adopted in 2011and needs to be revised. The policy outlines what social media sites the Town can have, however, there are now several new social media sites that need to be included. The policy needs to be consistent with the ever-changing world.

Mayor Walter stated that there are other options such as podcasts, Snapchat, Instagram, YouTube, Google, blogs, Flicker, etc.

Mr. Bitter stated that it is important to meet the needs of its residents and they do not want to create a page if it does not have regular content on it. They want to meet the demands of the residents.

Councilmember Larsen stated that it might be ideal to have an intern who may assist in managing the social media sites for marketing the Town, promote the events, and showcase those who work for Florence.

Ms. Cindy Ambrosio, Florence Resident, inquired about the Town's SEL. She stated that she runs a vocal community group that has grown from 10 people to 1,500. She inquired if there is someone on call and someone who does live stream. She stated that the Town should have a Snapchat account. She has commented on the Town's posts and has not received feedback.

Mr. Bitter stated that the notifications tab will show any time there is action on a post, such as a like or comment, and a notice is sent to advise staff of the comments needing action. There is a team of three individuals who receive the notices and they try to answer as quickly as possible.

Councilmember Larsen stated that there are several groups who have social media pages that promote Florence and they want engagement.

Mayor Walter stated that they will bring the Social Media Policy back to Council in two months to see how things have progressed and if they are engaging with the community more.

Mayor Walter stated that Council is willing to consider additional support if needed to support the social media needs.

ADJOURNMENT

On motion of Vice-Mayor Woolridge, seconded by Councilmember Hawkins, and carried (7-0) to adjourn the meeting at 5:51 p.m.

_____
Tara Walter, Mayor

ATTEST:

_____
Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on September 4, 2018, and that the meeting was duly called to order and that a quorum was present.

_____
Lisa Garcia, Town Clerk

MINUTES OF THE TOWN OF FLORENCE COUNCIL SPECIAL MEETING HELD ON TUESDAY, SEPTEMBER 4, 2018, AT 6:00 P.M., IN THE FLORENCE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

Mayor Walter called the meeting to order at 6:00 p.m.

ROLL CALL:

Present: Walter, Woolridge, Hawkins, Guilin, Anderson, Wall, Larsen

MOMENT OF SILENCE

Mayor Walter called for a moment of silence in honor of Senator John McCain.

PLEDGE OF ALLEGIANCE

Mayor Walter led the Pledge of Allegiance.

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

Mr. Ronald Rowley, Caliente Casa De Sol Director, stated that since 2017, the Caliente RV Resort has been confused about the impact of the International Building Code (IBC), the International Fire Code (IFC) and the International Residential Code (IRC). He stated that they still do not know the direct impact but have been told that their side setbacks changed from one foot on the right and two feet on the left, to five feet on each side for a total of 10 feet. This reduces 856 lots by one-third. Loss of one third of our lot size in width would greatly affect the owner's ability to replace units that were in deteriorating condition and/or allow placement of a new code compliant unit.

Mr. Rowley stated that since this action was put into place, prospective buyers have backed away from purchasing properties, the value of their properties have decreased, and the population of the park is in a quandary as to what will happen next.

Mr. Rowley stated that the IRC, IBC and the IFC cover the properties in Caliente Casa de Sol RV Resort, as well as the Town of Florence. All three of these codes state under Scope and Administration, the following: The provision of this Code shall not be deemed to nullify any provisions of Local, State, or Federal Law. The key word here is local.

Mr. Rowley stated that an ordinance is a local law of a city or town. Arizona law states: It is formally defined as a local law of municipal corporation, duly enacted by the proper authorities,

prescribing general, uniform and permanent rules of conduct relating to the corporate affairs of the municipality.

Mr. Rowley stated that the setbacks for RV Trailers or park models in Caliente have been established by lawful Town ordinances, several times, and include Ordinance Nos. 272-99, 270-99 and 66 to mention a few. In all cases, the agreed setback of these ordinances is a three-foot total side setback, and not 10 feet.

Mr. Rowley asked the Council if they agree, then Caliente requests that the verbiage used in the current IBC, IFC and IRC regulations be upheld by the Town of Florence that states: The provisions of this Code shall not be deemed to nullify any provisions of local, state or federal law.

Mr. Rowley stated that all building permits in Caliente under the IBC, IRC, and IFC, pending or in progress be reviewed using the above criteria, if applicable.

Mr. Rowley stated that they are not allowed to continue their placement and replacement of RV trailers or park models utilizing the lawful setbacks as prescribed by the ordinances of the Town of Florence.

Mr. Rowley stated that these actions will allow Caliente and the Town of Florence to prosper and regain its property values, dignity and create a community that encourages growth and building, as well as making it a friendly Town again, which businesses can be conducted.

Mr. Arnie Raasch, Florence Resident, stated that while he was on the Council, the Council made a decision to grandfather Caliente and he wanted to remind the Council of that decision. He also supports Mr. Rowley's comments.

Ms. Cathy Adams, Florence Resident, stated that she wanted to clarify HDAC role regarding the Cuen Building, specific to the building and demolition permits. She quoted page 2, paragraph 2 of the Request for Council Action, which stated: "The Commission considered the results of a cost analysis by Swan Architects, to rehabilitate/re-construct the Cuen Building. Utilizing this and other information, the HDAC determined that the structure could not be preserved in an economical manner." She stated that the determination is not the HDACs to make and is not what they do as a commission. HDAC is only asked to accept or deny of a demolition permit. That is what the HDAC is tasked to do. The Town's staff does the analysis. HDAC was asked to either approve or deny the application for a demolition permit based on the Town staff's analysis. She stated that Town staff recommended approval of the demolition permit on February 26, 2014. HDAC denied the permit, which allowed another 180 days for the building to find another solution. HDAC was told that it did not pose an imminent health and safety risk; however, it may pose a public safety risk.

PRESENTATIONS

Presentation on Youth Empowerment Retreat at White Stallion Ranch and Youth Program Day at the League of Cities and Towns Annual Conference.

Ms. Alison Feliz, Recreation Coordinator, stated that the team was invited to the White Stallion Leadership Retreat, on August 17 – 18, 2018, as well as to the League of Cities and Towns Annual Conference.

The Youth explained to the Council their experience from attending the White Stallion Leadership Retreat as well as the League of Cities and Towns Annual Conference. Some of the highlights included:

- League of Cities and Towns Annual Conference
  - How a Teen Council is run
  - How to present yourself for an interview (in person and on paper)
  - Showed a Power Point Presentation to the other Teen Councils on the events that the Florence Teen Council has conducted
  - Had a booth with a board presentation and made themselves available to speak with other Teen Councils
- White Stallion Ranch Leadership Retreat
  - Purpose is to create better leaders
  - Mental Health Advocacy
    - Learned about mental health through role playing and testing

The Teen Council thanked Mr. Bryan Hughes, Community Services Director for allowing them to attend, and Mr. David Lewis for driving them. They also thanked the White Stallion Ranch for hosting them at their event.

Councilmember Anderson and Vice-Mayor Woolridge complimented the Teen Council for their presentation at the League of Cities and Towns Annual Conference.

Vice-Mayor Woolridge stated that the Florence Youth Council were the only ones who had a Power Point Presentation. She thanked Mr. Hunter and Mr. Lewis for being great leaders and thanked the Florence Teen Council for the way they conducted themselves; they made Florence proud.

Mr. Brent Billingsley, Town Manager, stated that imitation is the highest form of flattery. The Florence Youth Council was the first to provide a video presentation two years ago at the conference; and now half of the Youth Councils have a video presentation. He stated that the students should be very proud of the fact that they did such a good job that everyone else is following their lead. He congratulated them and told them to keep up the good work.

Mayor Walter stated that the Florence Teen Council has great leadership and will do great things locally and statewide.

Presentation, per Council request, on Town zoning, the International Codes, and applicable legal advice received, regarding the Caliente Del Sol Development.

Mr. Larry Harmer, Planning Manager, provided a presentation, in which they outlined the following:

- Planning and Zoning

- The Planning and Zoning Division administers the Development (Zoning & Subdivision) Code, the General Plan and provides staff support to the Historic District Advisory Commission.
- Planning and Zoning does not administer Building Safety or Construction Codes
- Zoning is intended to promote an orderly pattern of development and to separate incompatible land uses … such as industrial uses and homes … to ensure a pleasant environment.
- The Town of Florence Development Code (Zoning Code) is the legal instrument to regulate and establish limits on the use of land and building size by shape, height, and setbacks.

- Development Code Purpose
  - Promote and protect the health, safety and welfare of the residents of the Town
  - Establish land use classifications
  - Dividing the Town into districts
  - Establish regulations for the development of properties
  - Governs the use of land for compatibility with adjacent properties by regulating:
    - Height and bulk of buildings and other structures
    - Lot occupancy and the size of yards and other open spaces
    - Standards for site improvements such as parking, landscaping and signs
    - Establish a commonality between land usages
  - Example: R 1-6 Single Family Residential

Front	*Interior Side*	*Street Side*	*Rear*
20 feet	10 feet	12 feet	12 feet

Minimum Site Area	*Minimum Lot Area*	*Minimum Lot Width*	*Minimum Lot Depth*	*Maximum Height*
N/A	6,000 square feet	45 feet	100 feet	30 feet
Note: Regulations for distances between buildings, accessory buildings, access, walls, fences and required screening are contained in §§ 150.164 through 150.184.				

    - Establishes basic yards for setbacks of structures from property lines, lot area, minimum lengths and widths in order to establish a land use protection from lot to lot and allow for individual property owners not to be encumbered by a more intensive use next to them.
  - For Subdivisions, the Code ensures:
    - Adequate traffic circulation through coordinated street systems with relation to major thoroughfares, adjoining subdivisions and public facilities
    - Adequate provisions for water supply, drainage and other health requirements
    - Consideration for adequate sites for schools, recreation areas and other public facilities
  - Per ARS §9-461 and §9-462
    - The Town of Florence Development Code shall be considered the *minimum requirements* necessary for the promotion of the General Plan.
    - When the provisions of the Development Code are interpreted or applied, they shall be held to be the *minimum requirements* for the promotion of the public safety, health and general welfare.
- RV Parks and/or Subdivisions

- If a new park were to be developed

Front	*Interior Side*	*Street Side*	*Rear*
5 feet *	5 feet	10 feet	5 feet
* Exclusive of recreational vehicle tongue.			

Minimum Site Area	*Minimum Space Area*	*Minimum Lot Width*	*Minimum Lot Depth*	*Maximum Height*
10 acres	2,000 square feet*	40 feet	50 feet	30 feet
*A maximum density of 14 recreational vehicles per net acre after deduction of existing and/or proposed right-of-way.				

  - These are general steps and can vary on a case-by-case basis depending on the sophistication of the development.
  - Non-fee service that is provided which brings together Planning and Zoning, Building, Engineering, Public Safety, Fire and Police and any other departments as necessary to sit down with a pending application and allow them the opportunity to provide some basics and for staff to help guide them into the process.
- Development Entitlement Process
  - Pre-Application Meeting with staff from Planning, Building Safety, Fire, Police, Town Engineer and others, as needed
  - Submit Formal Application
  - Determine whether Administrative or Planning Commission and/or Town Council approval are required
  - Place on agendas for appropriate Commissions and/or Town Council
  - Submit for Building Permit(s)
- Caliente De Sol

		Current Code
Typical Lot Size	1,260 SF	2,000 SF
Smallest Lot Width	30’	40’
Smallest Lot Depth	41’	50’
Setbacks changed to the following per Ordinance No. 270-99		
Front (as you face the property):	3.66’	5’ excluding tongue
Street Side (right side):	1’	5’ interior
Interior Side (left side):	2’	10’ street side
Rear	1.5’	5’

- Tierra De Sol

		Current Code
Typical Lot Size	2,000 SF	2,000 SF
Smallest Lot Width	35’	40’
Smallest Lot Depth	49’	50’
Setbacks-BOA01-14-V		

Front:	5’	5’
Street Side:	3’	10’
Interior Side:	3’	5’
Rear	3’	5’

- In 2014, the then Council approved a blanket variance for all of Tierra De Sol to reduce the front street side, interior side, and rear sides the numbers listed above.

Mayor Walter inquired about Ordinance No. 272-99. Mr. Rowley provided this resolution along with Resolution No. 270-99 and 66 in previous discussions. She inquired if any of the ordinances that Mr. Rowley references rescinded.

Mr. Harmer stated that Ordinance No. 270-99 is the most current ordinance that he is aware of. He stated that the zoning administrator, prior to him, did a review at the end of last year and an analysis. Ordinance No. 270-99 was the dominant ordinance.

Mr. James Allen, Building Official, stated that there is confusion regarding zoning setbacks and building safety and fire setbacks. Both are common in how they are measured; however, they have two distinct purposes.

1. Zoning is for land use.
2. Fire separation is strictly for fire and life safety issues.

Mr. Allen provided a presentation, in which he outlined the following:

- Building Safety
  - How does the Zoning Code relate to the Building Code?
    - Zoning setbacks and fire separation are two different and distinct items.
    - Zoning setback: The minimum allowable horizontal distance from a property line to the vertical wall of a building or structure.
    - Fire separation: (IRC, IBC) The distance measured from a building face to one of the following; (1) to closest interior lot line.
- What are the Building Codes?
  - Today, building codes are sets of regulations that address numerous items like; plumbing, electrical, structural integrity, fire resistance, safe exits, lighting, ventilation and construction materials.
  - They specify the minimum requirements to safeguard the health, safety and general welfare of building occupants.
- Codes are constantly changing
  - 1927 Uniformed Building Code (UBC) building code was a single publication.
  - 2018 International Code Council (ICC) building codes are now a collection of over 12 different publications. Each one dealing with a specific subject.
  - Example:
    - 2006 IRC building code was first printed in February 2006, the last printing was April 2012.
  - Codes are adopted throughout the United States, and other “first-world” countries, in 3-year cycles.

    - 2000, 2003, 2006, etc. (with 2018 being the latest)
- History of fire separation by codes and years
    - 1905 National Building Code
    - Fire separation not clearly covered or defined
        - One and two-story dwellings were required to be made out of a minimum of 12 inches of brick
        - 12 inches of brick would be greater than 1-hour fire-resistant rated construction
    - 1927 – 1997 Uniform Building Code
        - Fire separation distance 3-ft measured from face of structure to the property line
    - 2000 & 2003 International Residential Building Code
        - Fire separation distance 3-ft measured from face of structure to the property line
    - 2006 – 2018 International Residential Building Code
        - Fire separation distance 5-ft measured from face of structure to the property line
- Controlling Fire Spread
    - A danger of conflagration may exist in a residential area; if conditions are right, fire can quickly spread beyond control, primarily due to closely built combustible construction without adequate fire barriers, fire breaks and/or fire suppressions systems.
- Caliente RV Park vs. Other Similar Parks
    - Setbacks are critical for fire safety
    - Provided examples of other communities that depicted separation between homes
        - Tierra De Sol, Apache Junction, Casa Grande and Mesa
        - Requirements that must be adhered to for various examples
- Improvement Methods
    - Replace Existing Structure
    - New Construction
- Existing Structures
    - (IBC) 3403.1 Existing buildings or structures. Additions or alterations to any building or structure shall comply with the requirements of the code for new construction. Additions or alterations shall not be made to an existing building or structure *that will cause the existing building or structure to be in violation of any provisions of this code*. An existing building plus additions shall comply with the height and area provisions of Chapter 5. Portions of the structure not altered and not affected by the alteration are not required to comply with the code requirement for a new structure.
- International Residential Code
    - (IRC) R104.10 Modifications. Wherever there are practical difficulties involved in carrying out the provisions of this code, the Building Official shall have the authority to grant modifications for individual cases, provided the Building Official shall first find that the special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code *and that such modification does not lessen health, life, fire and structural safety requirements*. The details of action granting modifications shall be recorded and entered in the files of the Development Services Department, Building Safety Division.
- Requirements for replacement (within existing footprints)
    - Prior to removal of existing unit
        - Have an approved permit through Building Safety, Planning and Zoning, and Fire Department

        - Schedule an inspection so that existing unit location can be documented. That location will be allowed for the replacement unit
        - If replacement unit is wider than the previous unit, that difference will be accommodated to the inside of the lot
    - Replacement Unit
        - No greater than five years old
        - All electric, no propane or natural gas appliances
        - Factory-installed, hard-wired operational smoke detectors with minimum of one carbon monoxide or combination type smoke detector
- New construction, no current primary use
    - Must meet all current five-foot separation requirements per 2006 IFC, IBC and IRC. Measured from the lot lines.
    - This would include newly installed living units, awnings, storage sheds or other similar structures.
    - Any existing structures that are non-compliant such as storage sheds, awnings or similar structures may remain.
- Next steps when seeking permits
    - Each property and situation is unique, and often requires individualized or complex solutions
    - The Town wants to assist you in the improvement of your property, while ensuring the property remains safe and enjoyable.
    - If you have concerns or questions, please reach out to us. We are always available for information concerning potential improvements

Mayor Walter stated that the governing body has the ability to approve variances and ordinances regarding different situations.

Mr. Allen stated that it is his understanding that the variances are for zoning, and not building codes. His understanding is that the codes cannot be lessened.

Mr. Brent Billingsley, Town Manager, stated that the Board of Adjustment is a zoning board. He stated that the deviations that have occurred have to do with zoning and not life safety codes. The life safety codes are a minimum.

Mayor Walter expressed her views, and the fact that the lots were permitted prior. She said she finds it difficult to tell residents that want to upgrade their homes from propane to electric that they need to move to a smaller lot size to meet the new setbacks.

Mr. Allen explained that the modifications does not lessen the health, life or fire safety. He explained how the Code would be applied in various examples. The residents can keep their same distance; however, if the structure is bigger, it must come out of the customer's side and not the fire separation side. If there is a new installation where there is livable structure, there is no right to a grandfather, and therefore, would need to meet the five-foot setbacks. The Town is not addressing existing structures that already exist. The Code applies to everyone, and not just Caliente.

Discussion occurred on replacement of park models, inclusive of permits, square footage size, permitting, and possible issues with regards to awnings.

Mayor Walter inquired about the need for a structural engineer for awnings. She would like clarification of when a structural engineer is needed.

Mr. Allen stated that anything that is non-prescriptive needs to go to a structural engineer. He explained various scenarios of plans for awnings and how they review the plans.

Mr. Billingsley stated that the Town is now going backwards and all existing structures are being grandfathered. He stated that it is possible to put the same size unit on the same size lot with the same setbacks. There are multiple ways that this can occur. There is also the ability to have a rated firewall or sprinklers to keep those setbacks. The Town has never said that a unit cannot be replaced. There are always options, and sometimes the options cost more to keep that one-foot setback. He stated that new development needs to meet the current codes. A structural engineer is not needed for every structure that is install. Many manufacturers must meet all the Codes from city to city. Where you run into issues is when you hire someone individually and they cut part of the structure off or attach it to something that it is not designed to be attached to, or remove portions of its foundation from the way it was originally designed. A structural engineer would need to be hired to ensure that the modifications that were made are safe and per Code.

Discussion occurred on the CC & R's for Caliente and how the CC & R's are applied with the Town Code.

Discussion occurred on spacing between structures, with regards to awnings, park models and RVs.

Fire Chief David Strayer, stated that the predominant existing arrangement in Caliente is a park model with an Arizona Room or an attachment of some sort that extends the structure. He stated that fire can spread by heat, convection and radiant heat. He stated that it is an issue because all three opportunities to spread exist: structure-to-structure, radiant heat, or the banking down caused by the canopy causes the fire to increase laterally unit-to-unit. The way things are set up in Caliente is an increased way of spreading fire.

Councilmember Guilin inquired if the replacement units need to be all electric.

Mr. Allen stated that the replacement units need to be all electric. He stated that if it is a new unit and meets the five-foot separation, the Town does not have a concern if they have propane because it meets the separation requirements. He stated that by removing the fire hazard by removing the propane element.

Councilmember Larsen stated that she drove through Caliente and understand their concerns. She stated that she appreciates staff taking the time to educate the Council and the public. She stated that it is the Town's intention to create a safer environment and to be there for the citizens.

Mr. Rowley stated that Caliente started in the 1970s and is 85% filled. The Town Council and the ordinances protected the Park. The Town incorporated the 2006 International Building Code (IRC and IFC) in October 2007. Nothing was said to them for 11 years that they were in violation of

the Code until the new planning department took place. He stated that the Town has some type of obligation to assist them. He stated that the Town allowed them to build the park against the regulations that were in effect since 2007.

Mr. Rowley stated that he does not believe that the main line is large enough to handle an approved fire system in the park, as you would need a ¾ meter. The park has been in operation for approximately 40 years and has had one accident, which was an explosion of a propane unit.

Mr. Rowley stated that in 1997, the National Fire Board regulated park models to the point that they cannot have propane after 1997. Park models are as safe as a stick-built home. They are not against the Town are are willing to work together. Caliente can change their rules, regulations and deed restrictions to conform; however, they need to work together. They appreciate the ability to replace the park model with the same footprint. They still have approximately 15% of the lots that will need to conform to the new Code and will need to be different than the other 85%. He would like the 15% to have the same setbacks as the existing park models.

Councilmember Walter stated that she would like to see the 15% be consistent with the other 85% of the lots. She inquired how many lots are there in the 15% and if they are able to quantify this, it may be able to put things in a better perspective.

Chief Strayer stated that as the units age, there will be more fires. Some of the older units may have aluminum wiring. He stated that the fire that they had was a fatality with a serious injury.

Ms. Michelle Cordes, Florence Resident, inquired if a structure is removed without the intention of replacing it and someone purchases the lot afterwards and wants to place a park model on there, would it be considered new or replacement.

Mr. Allen stated that once the park model is removed without the intent of replacement, and a new owner wants to place a park model on the property, it would be treated as new. He stated that they are trying to improve the safety and not hinder replacements. He stated that the 15% of the park equates to approximately 130 lots. He stated the lots are fill in lots.

Mr. Allen stated that they must adhere to the Code for the remaining lots. The Town adopted the Code as written and cannot lessen what the Code requires. The five- foot separation is an industry standard across the United States. He stated that the changes are for new installations only and not replacements. Existing structures that are being replaced are grandfathered.

Mr. Bruce Long, Caliente Casa de Sol HOA Boardmember and President for Citizens for Five Parks Communities, stated that they are trying to get rid of any unit that deals with propane because it is problematic. He stated that they are in a standstill because another Town employee stated that if a unit is replaced, it will need to conform to the five-foot setbacks. He appreciates that the Town is trying to help them. He explained the issue with the five-foot setbacks for new installations. He stated that this would render the lots worthless unless someone is going to park an RV on the lot.

Mr. Long stated that the fire that occurred in Caliente had an awning and the unit was destroyed. The unit next to it had minimal damage. He stated that they are asking to use the same parameters that the existing lots have for the new lots.

Councilmember Anderson stated that he believes Ordinance No. 270-99 should be reaffirmed and asked that it be placed on the next agenda.

Councilmember Larsen inquired if there is a time frame of when the replacing structure needs to be installed in order to be maintained the grandfathered rights.

Mr. Allen stated that he does not know what the time frame is.

Mr. Rowley stated that an ordinance was adopted in 2008 that outlines if there was a unit beyond repair or destroyed partially by fire, it could be pulled out, but had to be replaced within 180 days or it lost its non-conforming status. It also addressed the issue of residents choosing to replace their units and provided a timeframe of 90 days. Park models are permanent, and residents do not take it with them when they leave.

Councilmember Hawkins inquired if it would be legal to allow Caliente to continue status quo and indemnify the Town of liability.

Mr. Billingsley stated that there are numerous challenges and the Town has received two legal opinions on what the Town's responsibilities are regarding the life safety codes. The challenge with indemnity is that it is not possible to indemnify a government entity from a disaster occurring, even if they voted to indemnify the Town. It does not indemnify the damage to public infrastructure or if personnel were injured as part of responding to an incident.

Mr. Billingsley stated that the Town will look at all of the options and try to provide solutions or best answers to Council by the next meeting.

Discussion occurred on fire walls, block walls, and other scenarios and the expense associated with each.

Mr. Allen stated that there are several options; however, the cost can vary greatly.

Mayor Walter stated that the Town wants there to be some flexibility.

Mr. Allen stated that they must adhere to the building codes. The building codes do not apply to mobile units.

Mr. Rowley stated there are rules outlined in the CC & R's for mobile units.

NEW BUSINESS

Resolution No. 1674-18:

Mayor Walter read Resolution No. 1674-18 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AUTHORIZING THE TOWN OF FLORENCE TO EXECUTE A DEVELOPMENT AGREEMENT WITH FLORENCE ARTISAN ACRES, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, FOR

PROPERTY LOCATED AT THE SOUTHEAST CORNER OF PLANT ROAD AND BUTTE AVENUE.

Mr. Brent Billingsley, Town Manager, stated that Mr. Harold Christ, Property Owner and the investors have been working hard on the project and have reformatted the Development Agreement to sub-phase the project.

Mr. Harold Christ, Property Owner, stated that they have been working for two years to bring the project to fruition. He stated that the prices have escalated exponentially to the extent that they have not been able to move forward. They feel they now have a way to move forward and are working with the staff and progress with the project.

Councilmember Anderson inquired if they are going to build the Inn and if it will contain a dining room.

Mr. Christ stated that there is no food service being built at the Inn.

Mayor Walter stated that Mr. Christ is a visionary for the community and the Windmill Winery has brought people from all over the world to be married there. He has invested in the Town and everyone appreciates what he has done for the community.

On motion of Councilmember Anderson, seconded by Councilmember Guilin, and carried (7-0) to adopt Resolution No. 1674-18.

Resolution No. 1677-18:

Mayor Walter read Resolution No. 1677-18 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ESTABLISHING REGULAR MEETING LOCATIONS, DATES AND TIMES FOR TOWN OF FLORENCE TOWN COUNCIL AND TOWN BOARDS AND COMMISSIONS.

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, stated that the Town Clerk's Office posts the regular meeting dates for all of the Town meetings. The resolution lists all of the meetings, days, times and locations and is posted for the public viewing.

Ms. Garcia stated that the resolution is being updated to include the Florence Youth Commission, which will meet on the third Thursday, at 6:00 pm, in the Community Center. Meetings that are filmed are held in Town Hall. Currently, the Historical District Advisory Commission meetings are not filmed. They have requested that their meetings be filmed as well, and provisions can be made to film their meetings.

On motion of Councilmember Wall, seconded by Councilmember Larsen, and carried (7-0) to adopt Resolution No. 1677-18.

Discussion/Approval/Disapproval of accepting the register of demands ending July 31, 2018, in the amount of $4,525,702.31.

Councilmember Guilin inquired what the Debt Service Excise Tax is for.

Mr. Joe Jarvis, Finance Director, stated that it is the principal and interest payment for HURF bonds.

On motion of Vice-Mayor Woolridge, seconded by Councilmember Guilin, and carried (7-0) to accept the register of demands ending July 31, 2018, in the amount of $4,525,702.31.

Discussion/Approval/Disapproval awarding the bid and entering into an agreement with Waste Management of Arizona, Inc., to provide transfer station and landfill services for the Town of Florence for a one-year term, with five options to renew. (Ben Bitter)

Mr. Ben Bitter, Assistant to the Town Manager, stated that Council directed staff to solicit bids for transfer station and landfill services. Staff received three responses to the Request for Proposals: RAD, Republic Services (who now operates the CASW facility), and Waste Management. Staff is recommending that the Town enter into an Agreement with Waste Management.

Mr. Bitter stated that upon review of the proposals, staff determined that Waste Management met the majority of the Town's goals better than the other two proposals. He stated that in terms of cost and location, and the availability for hours and convenience are improved under Waste Management's proposal. All of the proposals are a lower cost than what the Town is currently paying, and Waste Management is significantly lower than the other providers. The residents will also have the option to use the transfer station on Saturdays; previously that had not been an option. This will be an enhancement to our service.

Mr. Bitter stated that they are also requesting a 60-day cancellation notice in the agreement with Waste Management, which will provide the Town time to prepare a new proposal and negotiate with another party that submitted proposals and is consistent with the existing agreement that the Town has with the current provider.

Councilmember Anderson inquired how soon, after the approval, will the Town be able to utilize the facilities.

Mr. Bitter stated that they anticipate it can be as soon as one week. They will be doing outreach via social media and in the utility bills.

The Council commended Mr. Bitter and the team for doing a great job. The Council is pleased with the contract that is being presented.

Councilmember Larsen inquired about use of the transfer station in Apache Junction.

Mr. Bitter stated that the Town will cancel the contract and advertise accordingly.

Councilmember Wall asked what will the residents present at the landfill if they do not receive a utility bill because they do auto pay.

Mr. Bitter stated that they are working out the details and will need to consider this.

Mr. Joe Jarvis, Finance Director, explained that residents have the ability to print from Express Bill Pay, or they can come to Town Hall and get a copy of their bill or a proof of residency letter from the staff.

Councilmember Wall inquired about Clause No. 4.25 Access of the contract and thought that the clause does not apply.

Mr. Bitter explained that the contract is similar to the current contract with another provider and the clause pertains to dumpsters.

On motion of Councilmember Hawkins, seconded by Councilmember Wall, and carried (7-0) to award the bid and enter into an agreement with Waste Management of Arizona, Inc., to provide transfer station and landfill services for the Town of Florence for a one-year term, with five options to renew.

Discussion and possible action regarding on the Cuen Building Project. (Lisa Garcia)

Ms. Garcia stated that the building is approximately 1,000 feet and is an example of the transform Sonoran architecture in the Town of Florence. It was the Town's first telephone exchange from 1910 to 1941. It became a law firm in 1960. The building was donated to the Town in 2013 and went through an auction process in 2015 and auctioned with a revision clause.

Ms. Garcia stated that the clause stated if the building did not receive a Certificate of Occupancy, the building, along with improvements would revert back to the Town. In May 2018, the property reverted back to the Town. Staff is seeking Council's direction on how they would like to proceed. Some options include:

- Refer the building back to the Historic District Advisory Commission to see what they would like to do
- The building could go back up for auction with the same type of revision clause and see if there is any interest.
- Hire a consultant and add to the CIP as a Town building

Councilmember Guilin stated that she would like the Town to take a proactive step in restoring some of the buildings on Main Street. The Town could then sell the building once it is restored.

Mayor Walter agreed with Councilmember Guilin and thought it would set a precedence. She stated the building could be used as a government building for a few years and then sold. The proceeds could be used on another building and do the same thing with that building.

Ms. Garcia explained how town money can be used and the rules associated with each of the separate funds.

Councilmember Wall stated that individuals are looking for ready to move in buildings and not building from scratch. She would like to see the Town invest in that building.

Councilmember Guilin stated that the Town has received the monies from the Big Horn Ranch Construction Project and she believes that they can use that money for the building.

Ms. Garcia stated that the amount is $334,000 has been set aside in the Economic Development fund.

On motion of Councilmember Guilin, seconded by Councilmember Wall, and carried (7-0) to direct staff to hire consultants to determine the cost to improve the Cuen Building, to obtain a Certificate of Occupancy, and add to the Town's CIP Project List.

Discussion/Approval/Disapproval of the Mayor attending the White House Women Mayors of America Conference on Thursday, September 20, 2018. (Mayor Walter)

Mayor Walter stated that while she was attending the League Conference, Mr. Ken Stroback mentioned that approximately 300 female mayors from the United States may receive an invitation to a special conference at the White House. She was surprised to have been one of the recipients. The conference would entail round tables and informative sessions regarding what is going on in communities across the United States. The conference will be held on September 20, 2018.

Vice-Mayor Woolridge stated that it is a compliment and a great opportunity beneficial to Florence and would be in for of Mayor Walter attending.

Councilmember Guilin stated that it was an honor for Florence, and she is also in favor of Mayor Walter attending.

Councilmember Larsen inquired where the money would come from.

Mr. Jarvis suggested that Council use the Council trainings line item. Since it is not a budgeted item, Council can choose to spend less on other conferences or anticipating that you will be expending more than budgeted.

Mayor Walter would present to Council in a formal session regarding the event.

On motion of Vice-Mayor Woolridge, seconded by Councilmember Hawkins, and carried (7-0) for Mayor Walter to attend the White House Women Mayors of America Conference on Thursday, September 20, 2018.

MANAGER'S REPORT

Mr. Billingsley stated that he submitted a written report.

Mayor Walter inquired about the time line for the mural.

Mr. Billingsley stated that Ms. Evans manages the grant project and she is not in attendance.

Councilmember Hawkins inquired if the Town is going to have clean up the Kokopelli Moon Saloon and put a lien on it or if the property owner has responded.

Mr. Billingsley stated that the Town has sent the owner two letters regarding the Town's expectations under the Code and enforcement of the Code. The next step would be a legal process pertaining to the life safety aspects of the Town Code. This will happen after the owner

has had an opportunity to respond and his ability to have due process. The investigation is complete. Following that process, a decision needs to be made regarding the potential demolition or preservation of that building. The HDAC will be involved in the process because it is a historical building as well as the Council.

Councilmember Hawkins would like the Town to save as much of the brick as possible and use it for other projects if the building is demolished or raised.

Mayor Larsen likes the written report; however, she would like the Town Manager to discuss some of the success stories for the public.

Mayor Walter discussed the reasons for a written report.

Mr. Billingsley discussed the following:
- Teen Council held their first annual lock in at the Florence Community Center in which over 100 teens participated in the event.
- Update of the Redevelopment Plan
  - Scope of work is almost complete
  - Create an Advisory Committee to assist with the Plan
- Received Community Development Block Grant to complete Phase II of the Downtown 12" water loop.
- Town submitted for grant of $331,330 to complete Phase III
- Working on enhancing our relationships with surrounding governments
  - Working with Queen Creek to create a positive future in the region
- Florence Gardens Phase IV and V Paving Project is nearing completion.
  - Spent approximately $2 million for the projects
  - Will pave approximately 12,746 linear feet of asphalt
- Upcoming Events
  - Town will be hosting the Arizona Transportation Board meeting
  - Arizona Commission of the Arts has awarded a lifelong Arts Engagement Grant
    - Mural on Main Street
- 6.4% growth of Florence
- D L Horton closed on four parcels of land in Anthem. (35A, 35B, 31 and 33)
- Joint press release with Subex, Inc. regarding the Town's partnership with them, and as of today, over 100 media outlets around the world have carried the story.
- Will have special meeting next Thursday and the following Monday

DEPARTMENT REPORTS

Community Services
Courts
Development Services
Finance
Fire
Police

The Department Reports were received and filed.

CALL TO THE PUBLIC

Ms. Kathy Adams, Florence Resident and HDAC Commissioner, thanked everyone for wanting to get Main Street back on its feet. She requested that the Cuen building be a poster child for future projects. She asked Mr. Larry Harmer, Community Development Director, to keep documentation as to what the extra added effort was for historic buildings. This can be used as a model to entice others to come to Florence and take over historic properties. People perceive that it is much worse than it is.

CALL TO THE COUNCIL – CURRENT EVENTS ONLY

Councilmember Larsen stated that the League of Cities and Town conference was very good. She stated her take-aways from the conference were:

- The key component is communication and to first seek to understand and then to be understood. She said that everyone needs to focus on communication and listening.
- Learn to offer an alternative rather than just say no.
- Appreciate staff and be supportive of residents and Council

Councilmember Larsen stated that she is sad to see that Vice-Mayor Woolridge and Councilmember Guilin will no longer be on the Council but is also excited for the new Councilmembers to join the Council and to hear their ideas and perspectives.

Councilmember Wall stated that she appreciates Vice-Mayor Woolridge and Councilmember Guilin's experience.

Councilmember Anderson stated that Coolidge will have a new truck factory and will employee approximately 2,000 employees. He thinks it will be good for the community and would like to be involved and would to meet with all stakeholders.

Councilmember Guilin stated that she is very happy for the new Councilmembers that were elected. She stated that Vice-Mayor Woolridge will be missed as she is a great asset to the Town. She would like the new Councilmembers to know that the Council presents itself together, but that does not mean that you do not have a different opinion. Normally, the majority rules. She would like to see a real effort made for everyone to come together and get along as one working unit for the community and the Town no matter what the differences are. People need to understand that there is a perspective and there is great contributions by everyone. The Town needs a great strong core to go forward.

Councilmember Hawkins stated that the Town may want to ask the voters to consider districts. He has had several residents come to him stating that Anthem is taking over. It is important to have representation from all areas of the Town.

Vice-Mayor Woolridge congratulated those who won in the election. She thanked the Council for their sentiments. She stated that she has enjoyed her 14 years serving the Town of Florence and its residents and it has been a pleasure. She is looking forward to her future endeavors.

Mayor Walter stated that it has been a pleasure to work with Vice-Mayor Woolridge and Councilmember Guilin. They have provided her with a sense of understanding. She stated that she looks forward to seeing them on boards and commissions. She congratulated the newly elected Council.

Mayor Walter stated that September is Hunger Action Month. She stated it is a month where people all over America stand together with feeding America. It is a month to spread the word and take action. She stated that hunger is real for 1 out of every 8 people. She asked everyone department to have a food donation collection box in their office. The department that collects the most will win a pizza party. The food collected will be disseminated between the food banks in our community.

ADJOURNMENT

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).

On motion of Councilmember Hawkins, seconded by Councilmember Guilin, and carried (7-0) to adjourn the meeting at 8:32 p.m.

_____
Tara Walter, Mayor

ATTEST:

_____
Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on September 4, 2018, and that the meeting was duly called to order and that a quorum was present.

_____
Lisa Garcia, Town Clerk

MINUTES OF THE TOWN OF FLORENCE COUNCIL SPECIAL MEETING HELD ON FRIDAY, SEPTEMBER 7, 2018, AT 4:30 P.M., IN THE FLORENCE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA. ONE OR MORE MEMBERS OF THE TOWN COUNCIL MAY ATTEND TELEPHONICALLY.

CALL TO ORDER

Councilmember Anderson called the meeting to order at 4:30 p.m**.**

ROLL CALL:

Present: Hawkins, Guilin, Anderson, Wall, Larsen
Telephonically: Walter, Woolridge

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.

There were no public comments.

ADJOURN TO EXECUTIVE SESSION
Discussion and possible action to authorize the holding of an Executive Session during the Council Meeting for the purposes of discussions or consultations with designated representatives of the public body and/or legal counsel pursuant to A.R.S. Sections 38-431.03 (A)(3) and (A)(4) to consider its position and instruct its representatives and/or attorneys regarding:

The modification, reduction, deletion and/or revocation of Certificates of Convenience and Necessity for Johnson Utilities, and any other Arizona Corporation Commission regulated entities with a relation to Johnson Utilities, including but not limited to Southwest Environmental Utilities.

Possible contract negotiations and discussions related to water credits and Greenstone Water Credits, LLC.

On motion of Councilmember Wall, seconded by Councilmember Larsen, and carried (7- 0) to adjourn to Executive Session**.**

ADJOURN FROM EXECUTIVE SESSION

On motion of Councilmember Guilin, seconded by Councilmember Hawkins, and carried (7- 0) to adjourn from Executive Session.

NEW BUSINESS

Resolution No. 1678-18:

Councilmember Anderson read Resolution No. 1678-18 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING AND AUTHORIZING THE TOWN MANAGER AND THE ATTORNEYS FOR THE TOWN OF FLORENCE TO SEEK THE MODIFICATION, AND IF POSSIBLE, THE REDUCTION AND/OR DELETION AND REVOCATION OF THE CERTIFICATES OF CONVENIENCE AND NECESSITY (CC&N) FOR JOHNSON UTILITIES AND ANY OTHER REGULATED ENTITIES WITH A RELATION TO JOHNSON UTILITIES (INCLUDING, BUT NOT LIMITED TO, SOUTHWEST ENVIRONMENTAL UTILITIES) FROM THE ARIZONA CORPORATION COMMISSION; AUTHORIZING THE FULL PROSECUTION OF ANY RELATED APPEALS, AND THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION AND DECLARING AN EMERGENCY.

On motion of Councilmember Wall, seconded by Councilmember Hawkins, and carried (7- 0) to adopt Resolution No. 1678-18.

CALL TO THE PUBLIC

There were no public comments.

CALL TO THE COUNCIL – CURRENT EVENTS ONLY

Councilmember Hawkins wished everyone a great weekend.

ADJOURNMENT

On motion of Councilmember Hawkins, seconded by Councilmember Anderson, and carried (7-0) to adjourn the meeting at 4:55 p.m.

_____
Tara Walter, Mayor

ATTEST:

_____
Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on September 7, 2018, and that the meeting was duly called to order and that a quorum was present.

_____

Lisa Garcia, Town Clerk

MINUTES OF THE TOWN OF FLORENCE COUNCIL MEETING HELD ON MONDAY, SEPTEMBER 17, 2018, AT 6:00 P.M., IN THE FLORENCE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

Mayor Walter called the meeting to order at 6:00 pm.

ROLL CALL:

Present: Walter, Woolridge, Hawkins, Guilin, Anderson, Wall, Larsen

MOMENT OF SILENCE

Mayor Walter called for a moment of silence.

PLEDGE OF ALLEGIANCE

Mayor Walter led the Pledge of Allegiance.

CALL TO THE PUBLIC

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

There were no public comments.

PRESENTATIONS

Pinal County Strategic Transportation Safety Plan. (Dan Hughes)

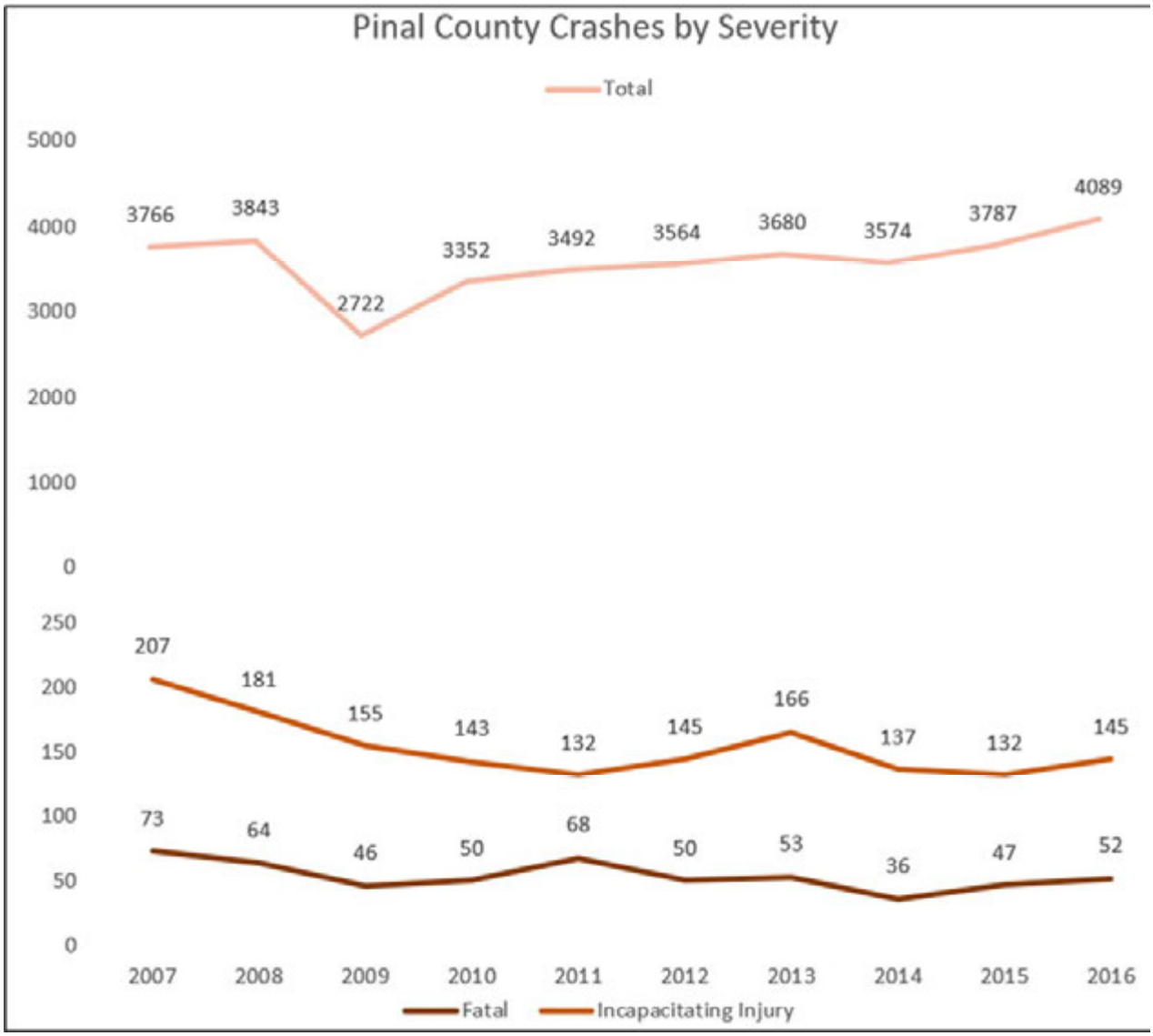
Mr. Daniel Hughes, Police Chief, stated that Pinal County has been studying how accidents happen in Pinal County and how to stop them. He introduced Mr. Mike Blankenship, P.E. Greenlight Traffic Engineering.

Mr. Blankenship provided a presentation, in which he outlined the following:

- Safety Plan Objectives
  - Reviewed accidents over the last 10 years.
  - Identify emphasis areas, safety strategies, and safety projects
  - 4 E's of safety:
    - Engineering
    - Enforcement
    - Education
    - Emergency services
- What are the 4 E's

- Statewide Fatalities:
  - 50% not using seat belt, child safety seat, helmet
  - 38% involved speeding
  - 34% involved impaired driving

- Crash Data Overview
  - Pinal County crashes for past 10 years (2007 – 2016):
    - 35,869 crashes
    - 539 fatal crashes
    - 1,543 serious injury crashes
    - 33,787 minor/no injury crashes
- Crash Trends

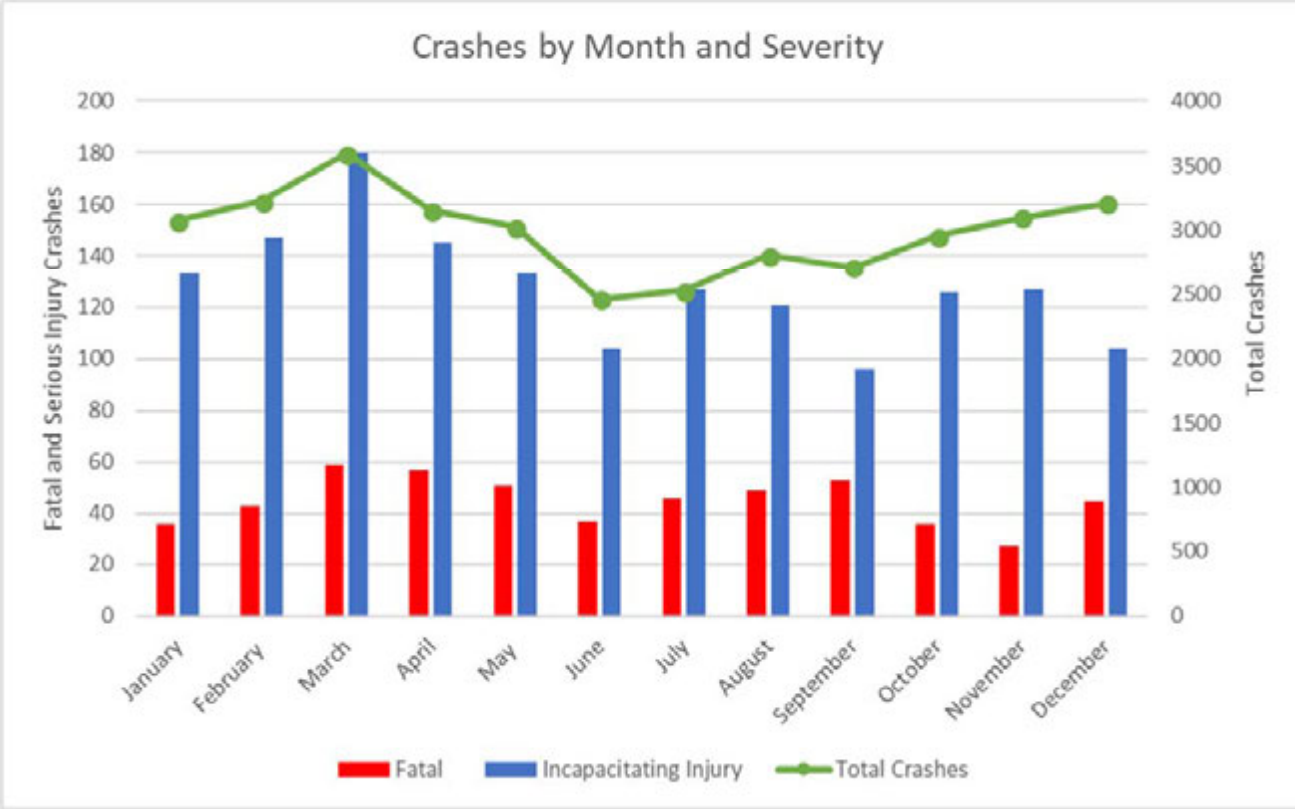


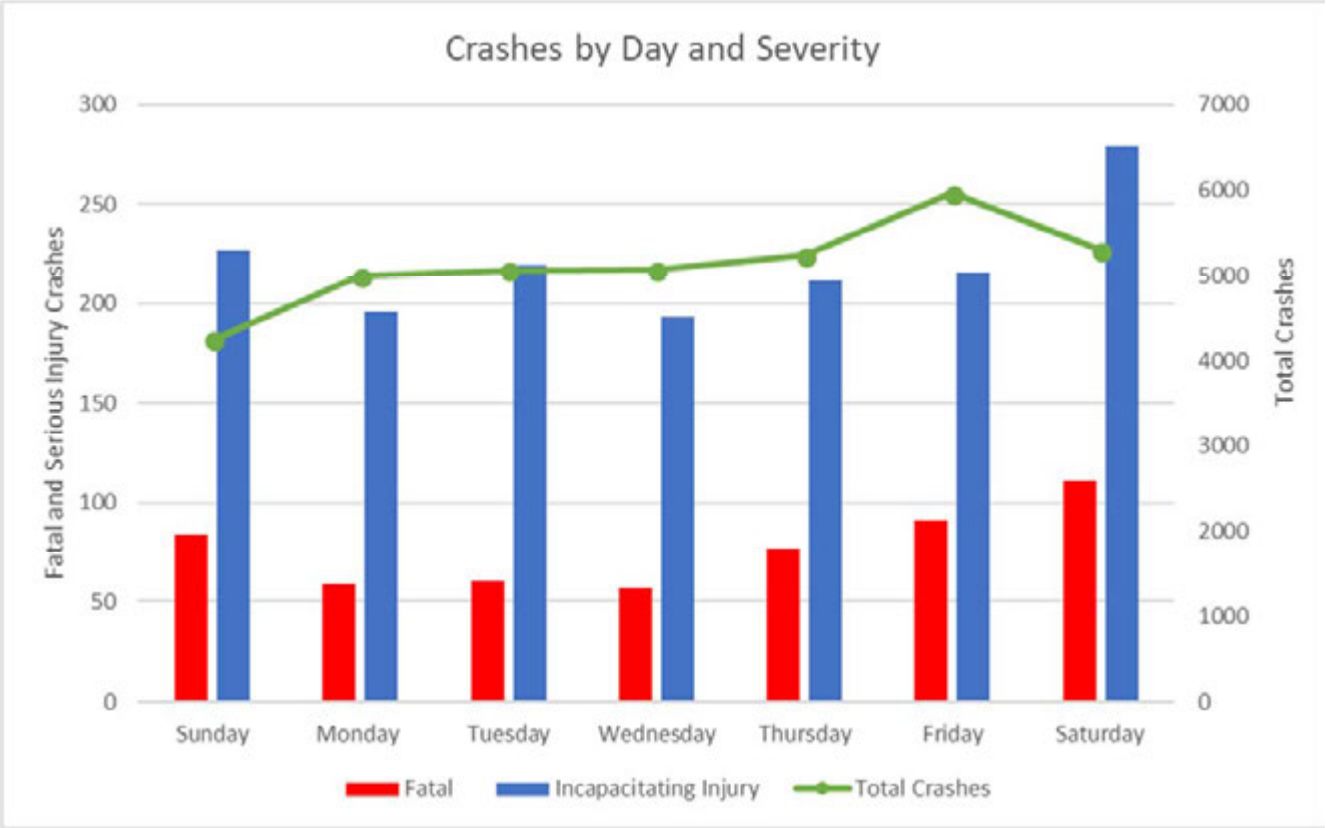
- Crash Data Analysis
  - Most frequent crash types:
    - 29% rear-end
    - 28% single vehicle
    - 12% angle

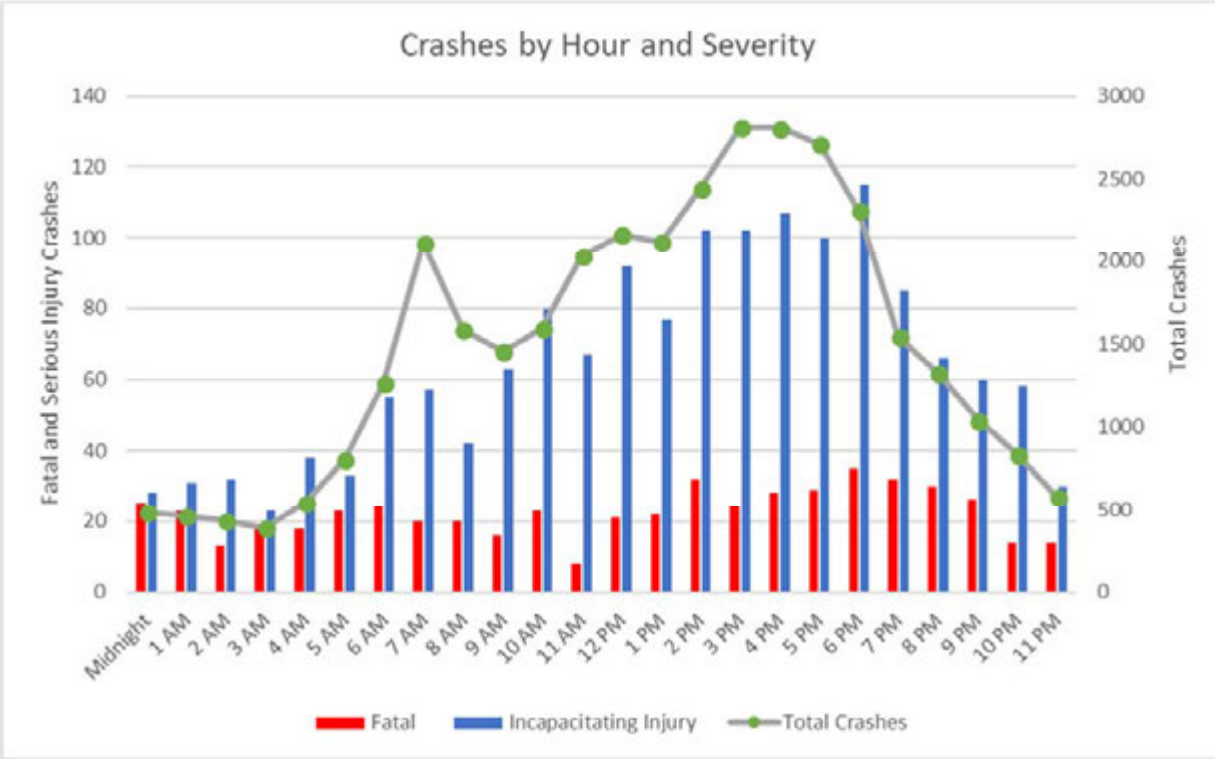
    - 9% sideswipe same direction
    - 8% left-turn
- Most frequent fatal crash types:
    - 44% single vehicle
    - 13% pedestrian
    - 13% head-on
    - 9% angle
    - 7% rear-end

- Crash type by severity

Collision Manner	Fatal	Incapacitating Injury	Non-Incapacitating Injury	Possible Injury	No Injury	Total
Rear End	39	251	1061	1726	7281	10358
Single Vehicle	239	627	1566	1102	6585	10119
Angle	49	187	608	833	2768	4445
Sideswipe Same Direction	14	58	184	195	2848	3299
Left Turn	22	153	445	614	1797	3031
Other	21	59	150	167	1427	1824
Rear To Side	0	3	5	17	631	656
Sideswipe Opposite Direction	6	23	75	81	442	627
Head On	68	64	96	84	242	554
Bicycle	12	40	136	145	80	413
Pedestrian	69	76	125	72	52	394
Rear To Rear	0	2	16	15	116	149
Total	539	1543	4467	5051	24269	35869




Crashes by Day and Severity
Fatal and Serious Injury Crashes
Total Crashes
300
250
200
150
100
50
0
7000
6000
5000
4000
3000
2000
1000
0
Sunday
Monday
Tuesday
Wednesday
Thursday
Friday
Saturday
Fatal
Incapacitating Injury
Total Crashes


Crashes by Hour and Severity
Fatal and Serious Injury Crashes
Total Crashes
140
120
100
80
60
40
20
0
3000
2500
2000
1500
1000
500
0
Midnight
1 AM
2 AM
3 AM
4 AM
5 AM
6 AM
7 AM
8 AM
9 AM
10 AM
11 AM
12 PM
1 PM
2 PM
3 PM
4 PM
5 PM
6 PM
7 PM
8 PM
9 PM
10 PM
11 PM
Fatal
Incapacitating Injury
Total Crashes

- Crash in Agency Boundaries

Collision Manner	Fatal	Incapacitating Injury	Non Incapacitating Injury	Possible Injury	No Injury	Total
Ak-Chin Indian Community	6	3	13	6	41	69
Apache Junction	46	181	486	793	2869	4375
Arizona City	2	8	19	38	94	161
Casa Grande	64	198	914	1322	5927	8425
Coolidge	23	62	200	268	1203	1756
Eloy	23	51	170	156	863	1263
Florence	10	42	99	128	596	875
Gila River Indian Community	110	199	616	499	2783	4207
Kearny	1	1	5	4	19	30
Mammoth	0	4	0	3	11	18
Maricopa	24	50	236	293	1422	2025
Queen Creek	3	3	7	16	70	99
San Tan Valley	13	139	297	406	1887	2742
Superior	2	8	5	8	56	79
Tohono O'odham Nation	5	3	9	11	24	52
Unincorporated Pinal County	207	591	1391	1100	6404	9693
Total	539	1543	4467	5051	24269	35869

- Town of Florence crashes

Crash Type	Fatal	Incapacitating Injury	Non-Incapacitating Injury	Possible Injury	No Injury	Total
Single Vehicle	1	21	33	37	71	263
Rear End	2	5	16	45	130	198
Angle	2	3	18	18	76	117
Left Turn		5	16	11	67	99
Sideswipe Same Direction			4	5	54	63
Other			3	2	1	46
Sideswipe Opposite Direction	1	2	3	5	19	30
Rear to Side		1		2	18	21
Head On	2	3	1		8	14
Pedestrian	1	2	2	1	1	7
Unknown			1	1	5	7
Rear to Rear				1	5	6
Bicyclist	1		2		1	4
Total	10	42	99	128	456	875

- Locate your concerns
  - Online Mapping
    gci.mysocialpinpoint.com/pinal-county#/
- Next Steps
  - Determine emphasis areas
  - Develop safety strategies
  - Conduct network screening to identify priority locations
  - Identify and develop safety projects
    - Pinal County systemic rumble strip project includes Arizona Farms Road
- Contacts

  Kathy Borquez
  Pinal County
  (520) 866-6406
  kathy.borquez@pinalcountyaz.gov

  Jason Hafner
  Sun Corridor Metropolitan Planning Organization
  (520) 705-5153
  jhafner@scmpo.org

  Mike Blankenship, P.E.
  Greenlight Traffic Engineering
  (623) 308-6523
  mikeb@greenlightte.com

Mayor Walter asked that they look at occupations with regards to the vehicular accidents, specifically correctional officers and how their work impacts accidents such as mandatory overtime, double time and mandatory time. She asked if any education and intervention has been done.

Mr. Blankenship stated that it would fall under the distracted driver category.

Mayor Walter inquired about safety strategies and asked for examples.

Mr. Blankenship stated that the list is extensive; however, some examples include:
- Rumble strips might be an engineering solution
- Only allowing left turns with an arrow at an intersection
- Recommendations to a Town Council to develop an ordinance for no texting and driving

Mr. Blankenship stated that distractive driving is rarely reported because it is difficult to verify unless the person self discloses. He stated that the information is collected, and they have that data.

Councilmember Hawkins stated that it is his understanding that distracted driving is the number one cause of accidents in the United States.

Mr. Blankenship stated that on the crash data reports it represents approximately 15% of the fatalities. Other problems are speed to fast for conditions. He stated that 95% of crashes are a result of human behavior.

Proclamation to participate in the Census 2020 Complete Count Committee and encourage every person to be counted.

Mr. Benjamin Bitter, Assistant to the Town Manager, stated that it is important to get every resident counted because the Town will receive approximately $2,000 per person annually. The Town will be forming a Complete Count Committee whose goal will be to reach hard-to-reach individuals within the Town. He stated that there are some blocks in which the Town received less than 50% response rates; within certain blocks; the census likes to see 75% or higher. The goal with the Complete Count Committee will be to reach as many people in as many ways as effectively as possible so they can insure that the Town is being counted correctly and completely.

Councilmember Anderson inquired how someone can be a census taker.

Mr. Bitter stated that there will be a page on the Town's website that will be linked to census jobs as well as general information.

On motion of Councilmember Wall, seconded by Councilmember Anderson, and carried (7-0) to approve the proclamation to participate in the Census 2020 Complete Count Committee and encourage every person to be counted.

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. **Appoint Andrew Simmonds to the Planning and Zoning Commission with a term to expire December 31, 2021, to fill the vacancy left by Carl Bell; and to appoint Duane Proulx as an alternate to the Planning and Zoning Commission, with a term to expire December 31, 2019. (Lisa Garcia)**

b. **Approval of the August 6 and August 20, 2018 Town Council Meeting minutes.**

c. **Receive and file the following board and commission minutes:**
   i. **July 31, 2018 Historic District Advisory Commission Meeting minutes**
   ii. **August 2, 2018 Parks and Recreation Advisory Board and Planning and Zoning Commission Special Joint Work Session Meeting minutes**
   iii. **June 21, and July 19, 2018 Planning and Zoning Commission Meeting minutes**

On motion of Vice-Mayor Woolridge, seconded by Councilmember Hawkins, and carried (7-0) to approve the Consent Agenda, as written, with the exception of Item a.

a. **Appoint Andrew Simmonds to the Planning and Zoning Commission with a term to expire December 31, 2021, to fill the vacancy left by Carl Bell; and to appoint Duane Proulx as an alternate to the Planning and Zoning Commission, with a term to expire December 31, 2019.**

Mayor Walter thanked everyone who has served on a board or commission and welcomed the new appointees.

On motion of Vice-Mayor Woolridge, seconded by Councilmember Larsen, and carried (7-0) to appoint Andrew Simmonds to the Planning and Zoning Commission with a term to expire December 31, 2021, to fill the vacancy left by Carl Bell; and to appoint Duane Proulx as an alternate to the Planning and Zoning Commission, with a term to expire December 31, 2019.

UNFINISHED BUSINESS

Discussion and possible reaffirmation of Ordinance No. 270-99 and scheduling a joint work session with the Caliente Board of Directors on date and location.

Mayor Walter stated that the Council would like to set up a work session on September 24, 2018 at 6:00 pm, in Caliente with their Board and the residents.

On motion of Councilmember Guilin, seconded by Mayor Walter, and carried (7-0) to reaffirm Ordinance No. 270-99 and to have a Work Session on September 24, 2018 at Caliente.

NEW BUSINESS

Discussion/Approval/Disapproval of executing a purchase agreement with Greenstone Water Credits, LLC, for Pinal Active Management Area extinguishment credits.

Mr. Brent Billingsley, Town Manager, stated that The Town of Florence has an Assured Water Supply Designation (AWS), more commonly known as a Decision and Order (D&O), by Arizona Department of Water Resources (ADWR). For the Town to obtain and maintain this designation, it must demonstrate, among other requirements, that it's water supplies will be physically, legally, and continually available for 100 years. For approximately one-year staff has been working toward modifying our designation to acknowledge an increase of water supply that could result from the acquisition of water supplies within the Pinal Active Management Area (AMA) and from groundwater recharge.

Mr. Billingsley stated that the Town currently utilizes a relationship with the Central Arizona Ground Water Replenishment District (CAGRD) to assure a 100-year water supply. CAGRD provides the opportunity for water providers to obtain paper water access to renewable resources without having to construct the infrastructure necessary to physically convey those resources to new developments. In effect, the water provider need only install a local groundwater system to supply the wet-water needs of the development. The CAGRD is not mandated to hydrologically balance local ground-water withdrawals with aquifer replenishment. Instead, the CAGRD relies on paper-water accounting that allows ground-water pumping in one area of an AMA to be offset by the recharge of Colorado River water in another area of the same AMA. Growth which solely depends on the CAGRD to obtain an AWS designation would result in a paper-water balance of ground water withdrawals with ground water replenishment. Utilizing the CAGRD in this fashion is not consistent with the Town's interests because reliance on paper-water accounting would circumvent the hydrologic-based principle of aquifer stewardship.

Mr. Billingsley stated that under the Assured Water Supply (AWS) Program, designated water providers are granted a volume of allowable ground water withdrawals without incurring a replenishment obligation (ground water allowance). This volume was considered a phase-in allowance to assist water providers in shifting from reliance on mined ground water to renewable supplies. Allowable ground water can also be credited over time. An annual incidental recharge credit is accrued based on 4% of the total potable and reclaimed water produced in the previous calendar year. Long-term storage credits are accrued when renewable water supplies are recharged to the aquifer for recovery in a subsequent year.

Mr. Billingsley stated that the owner of an irrigation grandfathered groundwater right has the option of permanently retiring his farmland, in full or in part at a time of his own choosing. Depending on a date specified in the Assured Water Supply Rules, he can create a groundwater credit that can be used by the developer to allow an orderly transition over time to non-groundwater supplies. Groundwater credits, also known as extinguishment credits, may be sold to another party and transferred to be used anywhere within the same Active Management Area, provided those credits have not already been pledged toward an Assured Water Supply certificate or designation and that the applicant has demonstrated that the water will be physically available for 100 years at the location of withdrawal.

Mr. Billingsley stated that If approved, this Purchase Agreement would facilitate purchase of Extinguishment Credits utilizing net proceeds of Town income from the Tonopah Irrigation and Drainage District/CAGRD Long Term Storage Credit Agreements. The negotiated price of these Extinguishment Credits a fraction of the current 2018/2019 CAGRD Total Assessment Rate of $694 per acre foot and less than half of the 2018 Central Arizona Project (CAP) “Excess Water” value of $205 per acre foot. Purchased credits can be used to offset potential CAGRD charges.

Mr. Billingsley stated that there are very few options out there to purchase “paper water” in the Pinal Active Management Area. That said, staff reached out to other entities including Central Arizona Project and Salt River Project regarding purchase opportunities. Greenstone provided the best combination of volume, price, and flexibility.

On motion of Councilmember Hawkins, seconded by Councilmember Larsen, and carried (7-0) to approve a purchase agreement with Greenstone Water Credits, LLC, for Pinal Active Management Area extinguishment credits.

Resolution No. 1679-18:

Mayor Walter read Resolution No. 1679-18 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, DECLARING AND ADOPTING THE RESULTS OF THE PRIMARY ELECTION HELD ON AUGUST 28, 2018.

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, stated that once the Council adopts the resolution which canvasses the election, the Clerk’s Office will issue Certificates of Election to three candidates that ran for office. As of August 1, 2018, Florence had 5,820 active registered voters. The number of ballots cast in the Primary Election was 2,312. The number of votes cast through mail ballot equaled 78% of the total ballots cast.

Votes cast for the candidates for council were as follows:

John Anderson	1,046
Michelle Cordes	1,199
Judy Hughes	1,134
Gary J. Pranzo	888
Vallarie Woolridge	851

The following Town Council candidate received the required amount of votes to be elected and are being issued a Certificate of Election:

Michelle Cordes
Judy Hughes
John Anderson

Ms. Garcia stated that they also had Proposition 422 on the ballot. She stated that Proposition 422 on the Permanent Base Adjustment passed with 1,179 (60.34%) voting yes, and 775 (39.66%) voting no.

Ms. Garcia stated that the ballot issued report was provided to Council which showed statistical information regarding Florence.

On motion of Councilmember Hawkins, seconded by Councilmember Wall, and carried (7-0) to adopt Resolution No. 1679-18.

Resolution No. 1680-18:

Mayor Walter read Resolution No. 1680-18 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY ARIZONA, APPROVING THE FINAL PLAT FOR ANTHEM AT MERRILL RANCH UNIT 35A; AND AUTHORIZING EXECUTION BY THE TOWN MANAGER OF SUPPORTING DOCUMENTS.

Mr. Larry Harmer, Community Development Director, stated that the final plat is significant because DRH Horton is the new builder who will be developing this parcel along with several others. They will have an aggressive schedule and plan on vertical construction by Spring or Summer of 2019. This also triggers the extension of Merrill Ranch Parkway west of Hunt Highway.

Mr. Harmer stated that the property is located across the street from Fire Station 2 and will be 120 single-family residential lots on 29.65+/- acres which includes a one acre well site. He explained the general layout of the unit and where it is located in proximity to other units. He stated that preliminary site work has been done.

Mr. Harmer stated that the resultant density of this plat is 4.19 dwelling units per acre. This plat expands the current and planned network of green belts and walking trails. Should the Town Council approve this final plat, the resultant overall density for AMR based on final plat approvals will be 3.125 dwelling units per acre. The PUD zoning permitted an overall single-family residential density of 3.5 dwelling units per acre for the overall AMR development.

Councilmember Wall inquired if there will be any type of traffic control for the residents to get across the highway.

Mr. Harmer stated that there is a signalized intersection for their use.

Mayor Walter stated that they will also have an underpass for their use.

Mr. Billingsley stated that they will be able to use both pedestrian underpasses for the four parcels purchased. They will have access to the pedestrian crossing located on the far north end of their development as well as the pedestrian crossing on the south end. They will also have signalized accesses.

Councilmember Larsen inquired if the pedestrian trails will be continued.

Mr. Billingsley stated that they will continue with the trails and will increase the amenities.

Councilmember Guilin inquired if this will be located within Merrill Ranch Community Facilities District No. 2.

Mr. Billingsley responded that it will be located with Merrill Ranch Community Facilities District No. 2.

Councilmember Anderson inquired if the turn lane for the fire station will be completed.

Mr. Billingsley stated that the plans are completed, and the turn lane is the responsibility of the Town. The Town is working on funding to build the turn late.

On motion of Councilmember Wall, seconded by Councilmember Larsen, and carried (7-0) to adopt Resolution No. 1680-18.

Resolution No. 1681-18:

Mayor Walter read Resolution No. 1681-18 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING THE REVISED TOWN OF FLORENCE FY2018-2019 EMPLOYEE CLASSIFICATION PLAN. (Scott Barber)

Mr. Scott Barber, Human Resources Director, explained that in 2016 and 2017, our Public Works Director and our Community Development Director left Town employment. After analyzing the best approach to deal with those vacancies, the departments of Public Works and Community Development were merged to form the Development Services Department. It has become clear that the workload for the Development Services Director position is too great, especially taking into consideration issues that continue to need attention in our utility divisions. As a result, Brent Billingsley, Town Manager, has decided to split the department back into two separate departments. That move requires amendments to the current Employee Classification Plan. In addition, an upcoming vacancy in the wastewater division is being addressed by a consolidation

of the water and wastewater divisions back into a single Utilities Division, with one superintendent. This is a return to a prior structure and is reflected in the revised classification plan. And finally, the structure of the Finance Department has been under review for some time. And sometimes opportunities present themselves that don't particularly mesh with desired timelines. Such is the case with a resignation we've received from the incumbent in our Accountant position. After due deliberation, it is staff's desire to reclassify the existing Accountant position to Budget Analyst and thereby expand the role of this position which is envisioned in what is hoped to be the departmental structure submitted for consideration in the FY19/20 budget process.

Mr. Barber stated that the requested changes are:

FY2018-2019 EMPLOYEE CLASSIFICATION PLAN ADDITIONS:

Public Works Director/Town Engineer	Range 68
Community Development Director	Range 66
Utility Superintendent	Range 48
Budget Analyst	Range 47

FY2018-2019 EMPLOYEE CLASSIFICATION PLAN DELETIONS:

Town Engineer	Water Superintendent
Development Services Director	Wastewater Superintendent
Utilities Director	Planning Manager

Councilmember Anderson inquired about the $27,000 impact to the General Fund.

Mr. Barber explained that 50% of an Administrative Assistant's salaries will be absorbed by the General Fund.

Mayor Walter stated that this shows that Florence appreciates and values their employees in their positions and not over-burden the staff.

On motion of Councilmember Anderson, seconded by Councilmember Larsen, and carried (7-0) to adopt Resolution No. 1681-18.

MANAGER'S REPORT

Mr. Billingsley stated that the Town has received comments regarding social media. He stated that in the course of day-to-day operations, it becomes necessary for the Town to share news, information or official position of the Town or Town Council with our partners in the media. The Public Information Officer, Benjamin Bitter, is tasked with many of these duties, and as such, maintains a media contact list which the Town uses from time to time to share its positions and to share information. Such was the case recently, when Mr. Bitter was directed to produce and dispense an official news release from the Town of Florence. That news release was specifically to clarify the Town's position as it relates to the Florence Copper Project. Mr. Bitter worked alongside the Town's attorneys to put together the release. The release was properly authorized and released to the Town's media contact. Despite unsubstantiated claims, the facts of the release were not the opinion of Mr. Bitter; they were a formal stated position of the Town. This is the practice of the Town and will continue to be the practice of the Town into the future as Florence

has a need to clarify and provide our positions as well as clarify any misstatements or to provide additional information.

CALL TO THE PUBLIC

There were no public comments**.**

CALL TO THE COUNCIL – CURRENT EVENTS ONLY

Councilmember Larsen stated that the actions taken are best served for the staff and for the community. She stated that she is looking forward to the staffing changes and that the Town is moving in the right direction.

Councilmember Anderson stated that he attended the CAP 50th Anniversary Celebration. Their facility in North Phoenix was impressive. Their control center is also impressive and is controlled by three operators. The operators control over 20,000 devices. He stated there are gates approximately one mile apart from one another along the canal, which is approximately 300 miles long. Those gates have multiple controllers. He explained how labor intensive the process it to move water. He appreciates being able to represent Florence.

Councilmember Guilin encouraged the citizens to support the local events, including those at the Windmill Winery.

Councilmember Hawkins welcomed the new Commissioners. He stated that the Town is close to filling all of the vacancies on the boards and commissions. It has been difficult to fill the positions for the last two years. It is great to see people participating and helping the Town to move forward.

Mayor Walter stated that Proposition 127 will be on the General Election Ballot and is a ballot measure that aims to amend the Arizona State Constitution with a mandate that public utilities must derive at least 50% of their power from renewable resources, not including nuclear, by 2030.

Mayor Walter stated that it was started in Arizona by Tom Streyer. She stated that schools are going to be hit really hard as the O & M, which would decrease the hire rates and lower property tax collection from having to close some plants. This will cause higher electricity rates for customers. This will make Arizona less competitive economically. This will also threaten the closure of Palo Verde generating station, which the largest carbon free energy producer in the USA, and the State's largest tax payer. This information is derived from APF, and they have some fact sheets that are available.

Councilmember Hawkins stated that the Town is not taking a position on the proposition. He stated that the information sheet that was received is against the proposition and individuals need to do their own research.

Mayor Walter stated that she is only sharing facts on the proposition. She stated that she is trying to raise awareness.

Mayor Walter stated that she will be attending the conference at the White House and is looking forward to sharing the information when she returns.

ADJOURNMENT

On motion of Councilmember Hawkins, seconded by Councilmember Anderson, and carried (7-0) to adjourn the meeting at 7:04 pm.

_____
Tara Walter, Mayor

ATTEST:

_____
Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on September 17, 2018, and that the meeting was duly called to order and that a quorum was present.

_____
Lisa Garcia, Town Clerk

MINUTES OF THE TOWN OF FLORENCE COUNCIL WORK SESSION HELD ON MONDAY, SEPTEMBER 24, 2018, AT 6:00 P.M., IN THE CALIENTE CLUB HOUSE, LOCATED AT 3502 N. PINAL PARKWAY, FLORENCE, ARIZONA.

CALL TO ORDER

Mayor Walter called the meeting to order at 6:00 p.m.

ROLL CALL:

Present: Walter, Woolridge, Hawkins, Guilin, Anderson, Wall, Larsen

WORKSESSION WITH THE CALIENTE DEL SOL BOARD TO DISCUSS ISSUES MOVING FORWARD REGARDING EXISTING AND NEW DEVELOPMENT.

The following Caliente Casa De Sol Boardmembers were present:
President: Rene Burns
Vice-President: Dale Lass
Secretary: Carolyn Leifson – appeared telephonically
Treasurer: Bruce Long – appeared telephonically
Director: Yvonne Woolston
Director: Ron Rowley
Director: Ron Sower

Mr. Ron Sower, Director, Caliente Casa Del Sol (Caliente) stated that the Caliente Casa de Sol Board (Board) has been working over the last year to make improvements not only for Caliente, but for their neighborhoods to remain safe as well as provide room on their lots for living and recreational space. They have worked with the Town in a positive manner regarding setbacks and safety issues.

Mr. James (Jim) Allen, Building Official, stated that they met with members of Caliente to address their concerns and apply the Code pertaining to Life Safety and Building Safety. He stated some of the main concerns are unit placements and fire separation. He reviewed the most current version of the CC&Rs for Caliente and they have several requirements, including a nine-foot parking area. He stated that a five-foot separation on both sides, as outlined in the Code is not practical as it would not allow for a parking area

Mr. Allen stated that he has done a lot of research and there is a lot of differences on how municipalities deal with unique issues, such as this. There is no consistency amongst any of the municipalities that he researched. A municipality in Yuma County has similar concerns and opted to get an exception into the Building Code to allow a three-foot separation into non-conforming RV parks but there are some stipulations that they must still comply with.

Mr. Allen stated that the Town is in the process of proposing adoption of the 2012 Building Code. The five-foot separation was changed in the 2006 Building Code. Had the three-foot separation been maintained and adopted at that time, this issue could have been long passed. The Caliente Park was recorded between 1973 and 1978. At that time, the Building Code, for certain, was a

three-foot setback. He stated that this was what was in place; however, he does not know how it was applied or enforced.

Mr. Allen is proposing that an amendment be made to the current Code and to future Codes to allow a three-foot fire separation distance in the Caliente area, zoned under RV Park. This will allow the numbers to coincide with the nine-foot parking area, and three feet of required egress out of the livable unit. All of the items that Caliente requested will be met.

Mr. Allen provided a presentation in which he outlined the following and pointed out the concessions:

- Caliente del Sol - Improvement Methods
  - Replace Existing Structure
  - New Construction complying with code amendments to the 2012 IRC Table 302.1(1). Exterior walls.
- Requirements for replacement (within existing footprints)
  - Prior to removal of existing unit
    - Have an approved permit through Building Safety, Planning and Zoning, and Fire Department
    - Schedule an inspection so that existing unit location can be documented. That location will be allowed for the replacement unit
    - If replacement unit is wider than the previous unit, that difference will be accommodated to the inside of the lot
  - Replacement with new unit
    - No greater than five years old
    - All electric, no propane or natural gas appliances
    - Factory-installed, hard-wired operational smoke detectors with minimum of one carbon monoxide or combination type smoke detector
    - Four-inch maximum eave projection on side facing the lot line.
- 2012 Code Amendment (proposed) to Section R302, Table R302(1) Exterior Walls
  - New installation of dwelling unit in RV parks with non-conforming lots
    - This would apply in RV parks and other applicable zoning districts with non-conforming lots, which are existing at the time of this code adoption and would only apply for new installations. It would allow for a new installation of a Dwelling unit (Park Model) to be located less than five from the lot line but must maintain a minimum Fire Separation of three feet from lot line. Unit must have no more than 4 inches of projection past exterior wall.
    - These dwelling units shall meet the same requirements as the existing replacement dwelling unit requirements
  - New installation of Arizona Rooms in RV parks with non-conforming lots
    - In RV parks and other applicable zoning districts with non-conforming lots, which are existing at the time of this code adoption, the following would apply for new installations only. Arizona Rooms may be located less than five feet from the lot line but must maintain a minimum Fire Separation of three feet from lot line. No projections such as overhangs or eaves are allowed on the sides of the structure which face the lot lines.
  - New construction of Shades, Awnings, and Carports in RV parks with non-conforming lots

        - In RV parks and other applicable zoning districts with non-conforming lots, which are existing at the time of this code adoption, the following would apply for new installations only. The installation of non-habitable structures (awnings, shades, and carports) will be permitted, with unlimited unprotected openings, and no projections, located at a minimum Fire Separation of three feet from the lot line.
        - These structures shall be constructed of non-combustible materials. Structural supports for these structures which are less than feet, but not less than three feet from the lot lines, must be constructed of steel or an approved non-combustible material and installed in accordance with approved engineering. At no point shall these structures be enclosed.
        - Steel beams/horizontal supports shall be C-type or I-beam type.
        - Steel columns/posts shall be at least (3 inches x 3 inches) and have a minimum wall thickness of 3/16 inch.
    - New construction of Accessory Structures in RV parks with non-conforming lots
        - In RV parks and other applicable zoning districts with non-conforming lots, which are existing at the time of this code adoption, the following would apply for new installations only. Storage sheds and other accessory structures shall have no openings or projections on the sides of the structure which face the lot lines, may be located less than five feet from the lot line, but must maintain a minimum Fire Separation of three feet from lot line
- Next steps when seeking permits
    - Each property and/or situation is unique, and often requires individualized or complex solutions
    - The Town wants to assist you in the improvement of your property, while ensuring the property remains safe and enjoyable
    - If you have concerns or questions, please reach out to us. We are always available for information concerning potential improvements
- Other Discussion Points
    - Town Sponsored Zoning Amendment
        - Front Yard Setback / Easement Protection (Utilities)
    - Continue Fire Safe Seniors Program
        - Smoke Detectors, Carbon Monoxide Detectors, Cooktop Suppressors
    - Fire/Police Department Assistance
        - Hydrant Testing
        - Emergency Response Plan
        - Safety Education
    - Town Assistance
        - WIFA Assistance (Water Infrastructure Replacement)
        - List of Structural Engineers
- International Residential Code
    - (IRC) R104.10 Modifications. Wherever there are practical difficulties involved in carrying out the provisions of this code, the Building Official shall have the authority to grant modifications *for individual cases*, provided the Building Official shall first find that the special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code *and that such modification does not lessen health, life, fire and structural safety requirements*. The details of action granting

modifications shall be recorded and entered in the files of the Development Services Department, Building Safety Division.

- Existing Structures
  - (IBC) 3403.1 Existing buildings or structures. Additions or alterations to any building or structure shall comply with the requirements of the code for new construction. Additions or alterations shall not be made to an existing building or structure *that will cause the existing building or structure to be in violation of any provisions of this code*. An existing building plus additions shall comply with the height and area provisions of Chapter 5. Portions of the structure not altered and not affected by the alteration are not required to comply with the code requirement for a new structure.

Mr. Sower outlined items that the Board will do to make their community safer, such as:

- New units need to be all electric
- Move units up to the curb line, but will need to change the deed restrictions
  - Vacate 22 inches off of the back to help with water main replacements
- Purchase lots that have old units on them and remove the old units and sell the property as vacant lots
- Continued Fire Safe Senior Program
- Joint venture with the Town to investigate grants and other financing mechanisms to help the residents convert from propane or natural gas to electric.
- Annual meeting with the Fire Department to discuss fire safety
- Sell the units that have had removal of old unit as vacant

Mr. Brent Billingsley, Town Manager, responded to Mr. Sower's requests:

- Setback change
  - Town sponsored zoning amendment
  - No fees
- Continue Fire Safe Seniors Program
- Fire and Police Assistance
  - Hydrant testing on an annual basis
  - Assistance with the Emergency Response Plan
- Assistance with water infrastructure replacement and help with structural engineers

Mr. Larry Harmer, Community Development Director, stated that the Town-sponsored amendment for the rear setback going from 1.5 feet to five feet will provide better access to the waterline utility that runs along the rear of the lots. He stated that a five-year limit on the age of the unit is already in the Development Code for manufactured homes. This would put Caliente as the same realm as Florence Gardens.

Councilmember Larsen inquired how long will it take to complete the amendment.

Mr. Harmer stated that it would take approximately 60 days.

Mr. David Strayer, Fire Chief, stated that Fire Safe Seniors Program is an ongoing program that the Fire Department will continue until there is no longer a need for the program. They have installed over 400 smoke detectors, conducted over 200 home inspections and utilized the Dial for Life Program. He suggested that they add suppression technology for cooking fires. Cooking

is the number one cause for fires and number two cause for fire deaths in the United States. They will continue to add new technology to the program as it comes out.

Chief Strayer stated that hydrant testing is somewhat problematic because they can cause damage to a property by closing a hydrant. They will work through those issues as they are encountered. There are some hydrants that are slated to be replaced.

Chief Strayer stated that the Emergency Response Plan is the Board's Plan and the Fire Department can assist in developing their plan; however, they need to have a dialogue with the Board on what it is they would like from the Fire Department.

Chief Strayer stated that they can continue with the Safety Education Program.

Mayor Walter inquired about seeking grants for assistance with the carbon monoxide detectors.

Chief Strayer stated that they have approximately 100 detectors that they can begin the program with. They also have an unlimited amount of smoke detectors and approximately 20 fire extinguishers left. He stated that the cooking fire device is fairly new type of equipment and will be installed above the stove.

Mr. Daniel Hughes, Police Chief, stated they can assist with the Emergency Response Plan as well as crime prevention inclusive of elder abuse and scams.

Mr. Bruce Ling, Caliente Casa De Sol Treasurer, stated that he appreciates the Town Council working with the Board and the Caliente Residents.

Mr. Sower inquired of Mr. Harmer if he is in favor of the five-foot setbacks.

Mr. Harmer stated that he does not see a problem with the five-foot setbacks.

Mayor Walter thanked Caliente for allowing the Council the opportunity to host them at their facility and thanked them for working together.

Mr. Terry Christen, Caliente Resident, stated that he was on the Board last year and it is nice to see this come to fruition as they have been working on it since last year.

Councilmember Anderson inquired if the five-foot setbacks will be for the sides of the property.

Mr. Harmer stated that the five-foot setbacks will be for the rear of the property.

Mr. Sower stated that they will not be able to accomplish the 22" setbacks until February, when they have their next Board meeting.

Mr. Billingsley stated that when they change a Code, specifically, a zoning Code, the Town would wait for Caliente's election first. The Town is not governed by their election; however, they are governed by the Town's decision, so the Town should wait until they get feedback from their Association.

Mr. Sower stated that they will try and expedite the process.

ADJOURNMENT

On motion of Councilmember Anderson, seconded by Councilmember Guilin, and carried (7-0) to adjourn the meeting at 6:31 pm**.**

_____
Tara Walter, Mayor

ATTEST:

_____
Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on September 24, 2018, and that the meeting was duly called to order and that a quorum was present.

_____
Lisa Garcia, Town Clerk

MINUTES OF THE TOWN OF FLORENCE ARTS AND CULTURE COMMISSION REGULAR MEETING HELD ON THURSDAY, MAY 10, 2018 AT 3:00 P.M. IN RUGGLES ROOM 1, LOCATED AT 778 N. MAIN STREET, FLORENCE, AZ.

1. **CALL TO ORDER**

Chair Rankin called the meeting to order at 2:30 p.m.

2. **ROLL CALL:**

Present: Hagemann, Noack, Rankin
*Curran arrived at 2:33 p.m.

Absent:

3. **PLEDGE OF ALLEGIANCE**

4. **NEW BUSINESS**

a. **Discussion/Approval/Disapproval of Minutes from the April 12, 2018 Regular Meeting.**

On motion by Vice Chair Noack, seconded by Commissioner Hagemann, and carried to approve the minutes from the April 12, 2018 regular meeting with one correction.

b. **Discussion/Approval/Disapproval of Arts and Culture Programming – Summer 2018.**

Liaison Bryan Hughes asked the Commission if they came up with any ideas for the Summer Intersession Kids to host a Fine Art session. Commissioner Hagemann suggested the age for participants should start at 12. Chair Rankin and Commissioner Hagemann will host a fine art session with the intersession kids on June 15, 2018 and June 29, 2018 at the Suter House.

c. **Discussion/Approval/Disapproval of Main Street Mural Project and Arizona Commission on the Arts grant opportunities.**

Liaison Hughes stated the that there is an opportunity for a non-competitive (Staff review) grant the Commission submitted for on May 3, 2018.

d. **Discussion/Approval/Disapproval of future Suter House art exhibits.**

Commissioner Curran spoke about the Pedro Guerrero 101 Photo exhibit.

Commissioner Curran stated the Pedro Guerrero 101 exhibit was initially suggested to be hosted on September 5th as that is Mr. Guerrero's Birthday, but Commissioner Curran may not be in Town for the event. Commissioner Curran stated the Commission may host another concert in the Fall.

e. **Discussion/Approval/Disapproval of a possible display of temporary public art on vacant and public parcels in Historic Downtown Florence.**

Liaison Hughes stated he met with Nancy Larsen and her Co-worker about temporary pads to mount artwork, maybe the cost to the Commission will be to purchase brackets. Commissioner Hagemann ask Liaison Hughes if the Commission was liable for the artwork that will be displayed? Liaison Hughes replied that he will investigate that.

Commissioner Curran suggested that the Main Street Program may be able to cover windows of vacant building with artwork. Liaison Hughes stated that something like this would help with a match for a grant.

5. CALL TO THE PUBLIC/BOARD RESPONSE

Call to the Public for Comment is limited to issues within the jurisdiction of the Town of Florence Arts and Culture Commission. Individual commission members may respond to criticism made by those commenting, may ask the staff liaison to review a matter raised, or may ask that a matter be placed on future agenda.

6. CALL TO THE COMMISSION- CURRENT EVENTS ONLY

Ms. Harrison recited a poem which relayed her displeasure with the condition of a Town facility.

7. ADJOURNMENT

On motion by Commissioner Curran, seconded by Vice Chair Noack, and carried to adjourn the meeting at 2:51 P.M.

Approved:

Ann Rankin, Chairman

Posted 21st day of September 2018, by Maria Hernandez, Deputy Town Clerk, at 775 North Main Street and 1000 South Willow Street, Florence, Arizona 85132 and at www.florenceaz.gov.

TOWN OF FLORENCE
PLANNING AND ZONING COMMISSION

REGULAR MEETING ACTION MINUTES

MINUTES OF THE PLANNING AND ZONING COMMISSION OF THE TOWN OF FLORENCE MEETING HELD ON THURSDAY, AUGUST 16, 2018, AT 6:00 P.M., IN THE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

1. **CALL TO ORDER**

Vice-Chairman Frost called the meeting to order at 6:00pm

2. **ROLL CALL:**

Vice-Chair Frost	**Present**
Commissioner Smidt	**Present**
Commissioner Shoppell	**Present**
Chairman Pranzo	**Absent**

Council Liaison Hawkins Present

3. **PLEDGE OF ALLEGIANCE**

4. **DISCUSSION/APPROVAL/DISAPPROVAL of the minutes of the regular meeting conducted on June 21, 2018 and July 19, 2018 and the minutes of the Special Joint Work Session of August 2, 2018, 2018.**

On a motion by Vice-Chair Frost, seconded by Commissioner Shoppell, and carried by a 3-0 vote to approve the June 21, 2018 Regular Meeting minutes.

On a motion by Vice-Chair Frost, seconded by Commissioner Shoppell, and carried by a 3-0 vote to approve the July 19, 2018 Regular Meeting minutes.

On a motion by Vice-Chair Frost, seconded by Commissioner Shoppell, and carried by a 3-0 vote to approve the August 2, 2018 Special Joint Work Session minutes with corrections.

5. **NEW BUSINESS**

   A. **Anthem at Merrill Ranch Preliminary Plat Applications Unit 31 (PZ-18-24 PP), Unit 33 (PZ-18-25 PP), Unit 35A (PZ-18-26 PP) and Unit 35B (PZ-18-27 PP)**

PRESENTATION/APPROVAL/DISAPPROVAL of expired Preliminary Plats for Anthem at Merrill Ranch Units 31, 33, 35A and 35B submitted by Southwest Value Partners and located west of Hunt Highway, Florence, AZ.

Planning Manager Larry Harmer introduced the Preliminary Plats for Anthem at Merrill Ranch Units 31, 33, 35A, and 35B. He summarized each unit's location, number of single-family lots, and overall design.

Commissioner Shoppell asked if the recreational facilities at Park Side will be available to these future residents. The representative of D.R. Horton, Patrick Brown, 20410 N. 19th Avenue, Phoenix, AZ, clarified that the new residents will have access to the Park Side recreation facilities, but the community will not have access to Sun City facilities.

Vice Chair Frost enquired why Unit 33 included two retention basins instead of one large basin. Mr. Harmer presumed the retention basins were based on the flow of the water, but the question would be better directed toward engineering and would be reviewed as part of the Final Plat submittal. Vice-Chair Frost mentioned it would be harder to put amenities in for future residents.

Vice-Chair Frost directed staff to the General Notes for 35A. He mentioned number eight referred to sheet eight and there was no page eight. The comment instead referenced something on sheet number two. Mr. Harmer referenced the omission statement in the notes and stated the final plat will address the problem.

Vice-Chair Frost noted that in previous Preliminary Plats, there were marked or delineated flood zones. He stated Units 35A and 35B did not mention flood plain impacts on the title sheet. Mr. Harmer said that staff would pass on the comment to the Town Engineer.

Vice-Chair Frost Unit discussed that Unit 35B's County right-of-way abandonment did not refence anything in the plat. Mr. Harmer said a letter would accompany the final plat.

Vice-Chair Frost was concerned lots 36, 37, 38, 39, 42, and 43 in Unit 35B would not be visible to law enforcement from the rear or back of the streets. Mr. Harmer noted that these changes will be called to the attention of the Police Chief during final review.

On a motion by Commissioner Smidt, seconded by Commissioner Shoppell, and carried by a 3-0 vote to approve the Preliminary Plats for Anthem at Merrill Ranch Units 31, 33, 35A and 35B (PZ-18-24 PP, PZ-18-25 PP, PZ-18-26 PP and PZ-18-27PP).

B. The Windmill Winery Inn (PZ-16-71 DR)

PRESENTATION/APPROVAL/DISAPPROVAL of expired Design Review for the Windmill Winery Inn submitted by Harold Christ and located south of Butte Avenue directly across from The Windmill Winery (Southeast Corner of Butte Avenue and Plant Road).

Mr. Harmer stated that this presentation was a re-approval of the Windmill Winery Inn, which was part of the Territory Square PUD and the Winery's future phases of development. The original design approval included the Inn, the Bridal Cottage, and a Cotton Gin Event Center. Mr. Harmer noted that the previous design review approval expired, and now, the owner wishes for approval of the inn only, at this time. He stated this phase will include the inn, a storm water retention basin, and parking with ADA spaces.

Harold Christ, 525 E. Butte Avenue, Florence, AZ, explained the proposal only includes the inn because of increased costs in materials, labor, and steel.

Commissioner Shoppell asked if Mr. Christ intended to construct the Cotton Gin Event Center. Mr. Christ confirmed it will be built in the future. Vice-Chair Frost complimented Mr. Christ for including all the materials and textures.

Mr. Harmer ended the presentation by stating the inn would be a great addition to the Town.

On a motion by Commissioner Shoppell, seconded by Commissioner Smidt, and carried by a 3-0 vote to approve the Design Review application for the Windmill Winery Inn (PZ-16-71 DR).

6. PRESENTATIONS

A. HB 2065 OPEN MEETING LAW TRAINING

Staff will present recent changes in the Open Meeting as a result of the recent legislative session HB 2065 that went into effect August 3, 2018.

The Town Attorney, Clifford Mattice, explained that the changes made by the State Legislature requires business be done in public meetings. He stated the updated definition of "meeting" now includes electronic engagement; thus, one commissioner is not allowed to email the rest of the commission on a meeting action. In addition, one-way communication from one member to another without a response can be a violation.

Mr. Mattice emphasized the best approach is to communicate through the staff liaison. He mentioned the Attorney General can investigate individuals on a commission or council and that the individual person can be pursued with civil penalties.

Mr. Harmer included that the public body may not pay for any civil penalties brought against an individual. He also mentioned that those who reported ongoing violations of this law can avoid a civil fine because they reported the incident.

B. FUTURE AGENDA ITEMS/INFORMATION ONLY

- Mr. Harmer discussed a possible work session for the September 6th meeting on the Parking Code draft.
- Mr. Harmer noted another possible work session on September 20th for the sign code update.

Commissioner Shoppell wanted to know if there were any applicants for the Planning and Zoning Commission. Mr. Harmer confirmed there are candidates.

7. CALL TO THE PUBLIC/COMMISSION RESPONSE:

Call to the Public for public comment on issues within the jurisdiction of the Planning and Zoning Commission. Individual Commission members may respond to criticisms made, may ask staff to review a matter raised or may ask that a matter be put on a future agenda. However, members of the Commission 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. CALL TO THE COMMISSION-CURRENT EVENTS ONLY

9. ADJOURMENT

On a motion of Commissioner Smidt, seconded by Commissioner Shoppell, and carried by a 3-0 vote to adjourn the meeting at 6:33 pm.

Gary Pranzo, Chairman

27 Sep 2018
Date

	TOWN OF FLORENCE COUNCIL ACTION FORM	**AGENDA ITEM** 11a

MEETING DATE: October 15, 2018

DEPARTMENT: Community Development

STAFF PRESENTER: Larry Harmer
Community Development Director

SUBJECT: Map of Dedication - Sun City Boulevard-Phase 2

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

☐ **Other**

STRATEGIC PLAN REFERENCE:

☒ Community Vitality ☒ Economic Prosperity ☐ Leadership and Governance

☒ Partnership and Relationships ☒ Transportation and Infrastructure

☐ Statutory ☐ None

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1682-18. A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE MAP OF DEDICATION FOR SUN CITY BOULEVARD – PHASE 2.

BACKGROUND/DISCUSSION:

This Map of Dedication for Sun City Boulevard – Phase 2 will result in the extension of Sun City Boulevard, north from the existing terminus near West Meadowlark Way, for a distance of approximately 4,100 feet. This extension will serve future development units 60, 66 and 70. The Map of Dedication has been reviewed by the Town Engineer and it meets with the Town's requirement.

A VOTE OF NO WOULD MEAN:

That Council has rejected the Map of Dedication for Sun City Boulevard – Phase 2.

A VOTE OF YES WOULD MEAN:

The Map of Dedication for Sun City Boulevard – Phase 2 is approved and will be recorded with the office of the Pinal County Recorder.

FINANCIAL IMPACT:

Once the dedication is complete and improvements are accepted by the Town Engineer, the Town will assume maintenance of the road.

The construction of Sun City Boulevard will allow continued development of Anthem at Merrill Ranch, which will subsequently facilitate new employment and commercial opportunities.

ATTACHMENTS:

Resolution No. 1682-18
Map of Dedication for Sun City Boulevard – Phase 2

TOWN OF FLORENCE

RESOLUTION NO. 1682-18

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, APPROVING THE MAP OF DEDICATION FOR SUN CITY BOULEVARD – PHASE 2.

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

1. Approve the Map of Dedication for Sun City Boulevard – Phase 2 subject to Developer/Owner's compliance with all applicable laws and ordinances.

2. Authorize execution by the Town Manager of any documentation necessary for the recording of the Map of Dedication.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this15th day of October, 2018.

_____
Tara Walter, Mayor

ATTEST:

_____
Lisa Garcia, Town Clerk

APPROVED AS TO FORM:

_____
Clifford L. Mattice, Town Attorney

MAP OF DEDICATION
ANTHEM AT MERRILL RANCH
SUN CITY BOULEVARD - PHASE 2
(TOWN OF FLORENCE, AZ)

**SITUATED WITHIN THE EAST HALF OF SECTION 18,
TOWNSHIP 4 SOUTH, RANGE 9 EAST
OF THE GILA AND SALT RIVER MERIDIAN,
TOWN OF FLORENCE, PINAL COUNTY, ARIZONA**

DEDICATION

STATE OF _____)
) SS.
COUNTY OF _____)

KNOWN ALL MEN BY THESE PRESENTS:

PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY (HEREINAFTER REFERRED TO IN THIS MAP OF DEDICATION AS THE "MASTER DEVELOPER"), AS OWNER HAS DEDICATED UNDER THE NAME OF SUN CITY BOULEVARD – PHASE 2 LOCATED WITHIN THE EAST HALF OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, TOWN OF FLORENCE, ARIZONA AND HEREBY DECLARES THIS MAP OF DEDICATION SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE RIGHT OF WAY SHOWN HEREON, AND SAID RIGHT OF WAY SHALL BE KNOWN BY THE NAME GIVEN EACH RESPECTIVELY.

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

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

IN WITNESS WHEREOF:

PULTE HOME COMPANY, LLC, AS AN OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND HAS EXECUTED THIS MAP OF DEDICATION BY THE SIGNATURE OF THE UNDERSIGNED, DULY AUTHORIZED, THIS _____ DAY OF _____, 20___.

PULTE HOME COMPANY, LLC A MICHIGAN LIMITED LIABILITY COMPANY;
BY: _____.

ITS: _____.

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

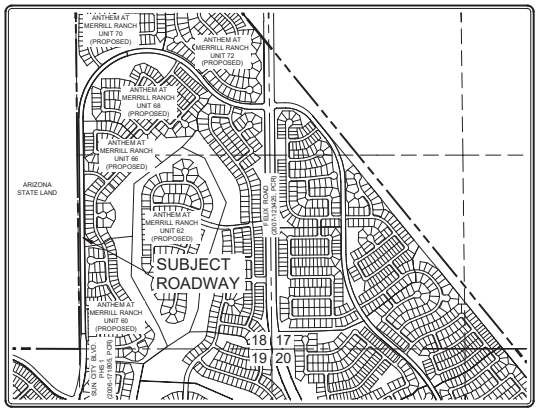
ON THIS _____ DAY OF _____, 20___, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE _____ OF PULTE HOME CORPORATION, A MICHIGAN CORPORATION, AND BEING AUTHORIZED TO DO SO ON BEHALF OF SAID ENTITY, EXECUTED THIS MAP OF DEDICATION FOR THE PURPOSES THEREIN CONTAINED.

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

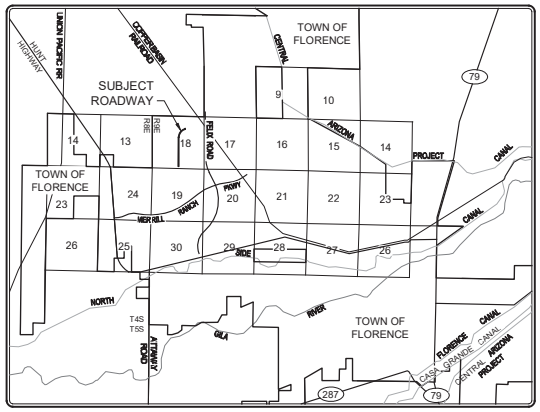
_____ _____.
NOTARY PUBLIC MY COMMISSION EXPIRES

MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1

NOTWITHSTANDING THE FOREGOING, THE OWNER OF THE REAL PROPERTY WHICH IS THE SUBJECT OF THIS PLAT, (COLLECTIVELY WITH PREDECESSORS AND SUCCESSORS AND THEIR ASSIGNS PURSUANT TO THE HEREINAFTER DESCRIBED DEVELOPMENT AGREEMENT, THE "OWNERS"), HEREBY RESERVE AN INTEREST IN ANY OF THE FOREGOING REAL PROPERTY UPON WHICH WHAT WOULD BE "PUBLIC INFRASTRUCTURE" AS SUCH TERM IS DEFINED IN SECTION 48-701, ARIZONA REVISED STATUTES, HAS BEEN OR IS TO BE CONSTRUCTED. EXCEPT IF RELEASED PRIOR THERETO AS HEREINAFTER DESCRIBED, SUCH INTEREST IS, IF THE OWNERS BECOME A PARTY TO THE DEVELOPMENT AGREEMENT, TO BE ACQUIRED PURSUANT TO A DEVELOPMENT AGREEMENT, ORIGINALLY DATED NOVEMBER 1, 2005, AND AS THEREBY AMENDED AFTER, AMONG THE OWNERS, THE TOWN OF FLORENCE, ARIZONA (THE "MUNICIPALITY") AND MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1, AMONG OTHERS. SUCH DISTRICT WILL ACQUIRE SUCH PUBLIC INFRASTRUCTURE PURSUANT TO SUCH DEVELOPMENT AGREEMENT. (SUCH INTEREST IS LIMITED TO ONE NECESSARY TO ACCOMMODATE THE FINANCING OF THE ACQUISITION OF SUCH PUBLIC INFRASTRUCTURE (INCLUDING OF SUCH INTEREST IN SUCH REAL PROPERTY) PURSUANT TO SUCH DEVELOPMENT AGREEMENT). SUCH INTEREST TO BE RELEASED UPON THE EARLIER OF THE ACQUISITION OF SUCH PUBLIC INFRASTRUCTURE ONLY BY SUCH DISTRICT PURSUANT TO SUCH DEVELOPMENT AGREEMENT AND NOVEMBER 31, 2038.



LOCATION MAP
1" = 800'



VICINITY MAP
NOT TO SCALE

LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE EAST HALF OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA,

BEING 30 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTH QUARTER CORNER (GLO BRASS CAP, FOUND) OF SAID SECTION 18 FROM WHICH THE CENTER QUARTER CORNER (1.5" ALUM CAP, FOUND) OF SECTION 18, BEARS NORTH 00 DEGREES 33 MINUTES 41 SECONDS WEST (BASIS OF BEARING), A DISTANCE OF 2642.83 FEET.

THENCE NORTH 00 DEGREES 33 MINUTES 41 SECONDS WEST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 18, A DISTANCE OF 206.12 FEET;

THENCE DEPARTING SAID WEST LINE, SOUTH 89 DEGREES 21 MINUTES 11 SECONDS WEST, A DISTANCE OF 55.04 FEET TO THE POINT OF BEGINNING;

THENCE, NORTH 00 DEGREES 38 MINUTES 49 SECONDS WEST, A DISTANCE OF 2950.11 FEET;

THENCE, NORTHEASTERLY AN ARC DISTANCE OF 1149.89 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 900.00 FEET AND A CENTRAL ANGLE OF 73 DEGREES 12 MINUTES 14 SECONDS TO THE POINT OF TERMINATION,

CONTAINING 5.6474 ACRES, MORE OR LESS.

SHEET INDEX

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

BASIS OF BEARING

THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 18, (SOUTH QUARTER CORNER BEING A GLO BRASS CAP, FOUND AND THE CENTER QUARTER CORNER BEING A 1.5" ALUMINUM CAP, FOUND), TOWNSHIP 4 SOUTH, RANGE 9 EAST, OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, TOWN OF FLORENCE, ARIZONA; BEARING BEING N00°33'41" W.

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

PCR No.	AREA (AC)	USAGE
DKT.375,PG.572,PCR	0.0453	COUNTY RIGHT-OF-WAY SE 1/4 SEC 18, T4S, R9E
DKT.375,PG.572,PCR	0.0453	COUNTY RIGHT-OF-WAY NE 1/4 SEC 18, T4S, R9E

APPROVALS

BY ACCEPTANCE OF THIS MAP OF DEDICATION, THE TOWN OF FLORENCE AGREES TO THE VACATION OR ABANDONMENT OF THE EASEMENTS DESCRIBED OR SHOWN HEREON AS BEING VACATED OR ABANDONED.
APPROVED BY THE COMMUNITY DEVELOPMENT DIRECTOR AND THE TOWN ENGINEER OF THE TOWN OF FLORENCE, ARIZONA, THIS _____, DAY OF _____, 20___.

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

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

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

APPROVED BY: _____. DATE: _____.
MAYOR

ATTEST: _____. DATE: _____.
TOWN CLERK

RECORDER

STATE OF ARIZONA
COUNTY OF PINAL } SS

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

DEVELOPER / OWNER
PULTE HOME COMPANY
16767 PERIMETER DRIVE STE. 100
SCOTTSDALE, AZ 85260-1042
480.391.6013

SURVEYOR
BAXTER DESIGN GROUP
7500 N. DOBSON ROAD, SUITE 200
SCOTTSDALE, AZ 85256
480.818.6001

LAND USE INFORMATION

GROSS AREA	5.6474 ACRES
NET AREA	5.6474 ACRES
RIGHT-OF-WAY EASEMENT ABANDONMENT AREA	0.0906 ACRES

BAXTER DESIGN GROUP
7500 N. Dobson Rd., Suite 200
Scottsdale, AZ 85256
(480) 818-8001

SURVEYOR CERTIFICATION

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

DATE:	OCTOBER 9, 2018
DESIGNED BY:	BDG
DRAWN BY:	STAFF
REVIEWED BY:	JWW
PROJECT:	
SCALE:	MOD

J.W. WEEKS, R.L.S., 43021
BAXTER DESIGN GROUP, LLC
7500 N. DOBSON ROAD, SUITE 200
SCOTTSDALE, AZ 85256

REVISIONS:

VERSION 3

PULTE HOME COMPANY
SUN CITY BLVD. - PHS 2
MAP OF DEDICATION

SITUATED WITHIN EAST HALF OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, TOWN OF FLORENCE , ARIZONA

COVER SHEET
SHEET 1 OF 5

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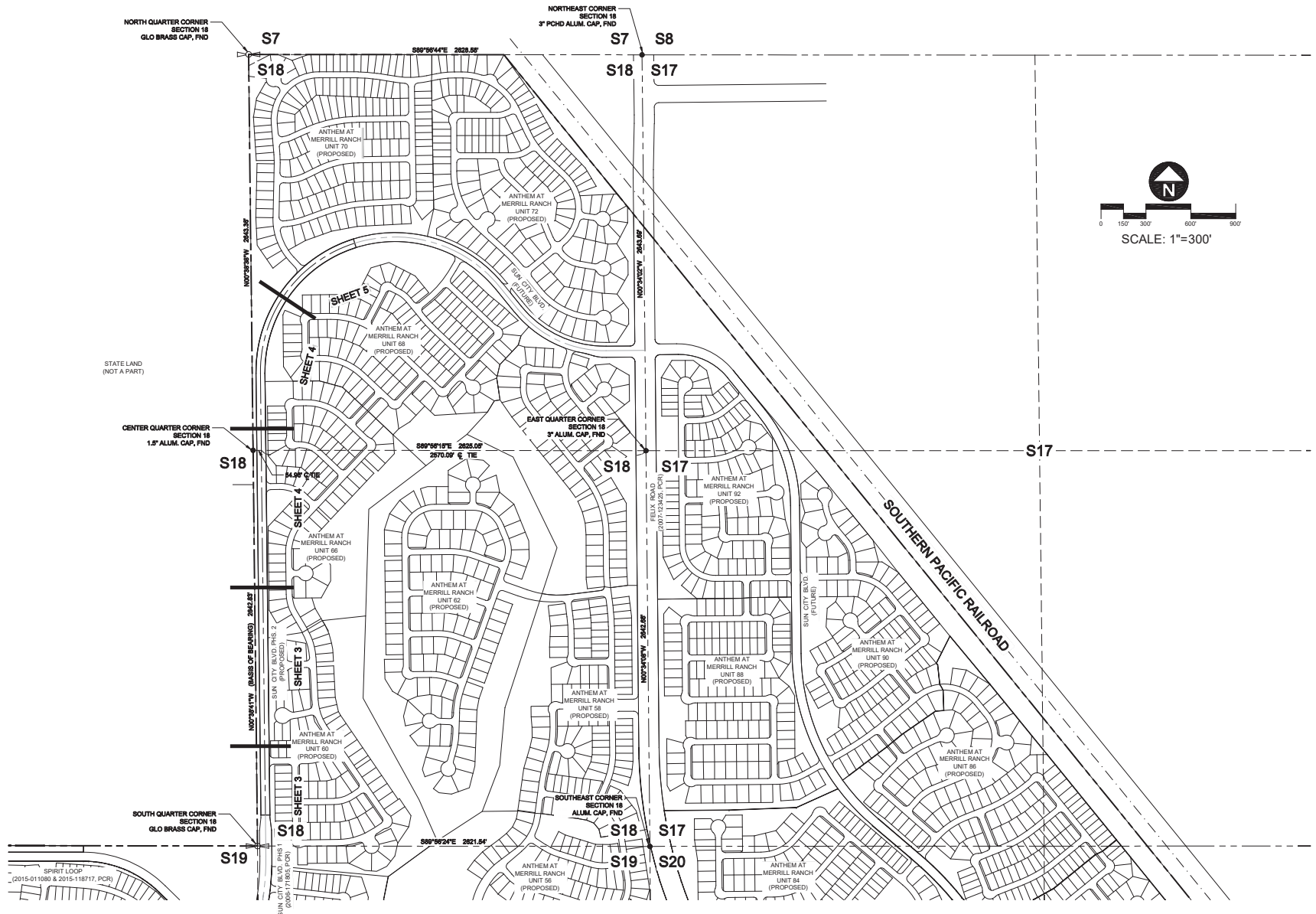

ABBREVIATIONS

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

RECORDER

STATE OF ARIZONA
COUNTY OF PINAL } SS

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

SYMBOL LEGEND

- SECTION CORNER, GLO BRASS CAP, (UNLESS NOTED OTHERWISE)
- QUARTER CORNER, GLO BRASS CAP,(UNLESS NOTED OTHERWISE)
- CENTERLINE MONUMENT, TO BE SET AT TIME OF CONSTRUCTION, (UNLESS NOTED OTHERWISE)
- 1/2" REBAR & CAP, RLS 21065 TO BE SET AT TIME OF CONSTRUCTION, (UNLESS NOTED OTHERWISE)
- IRON PIPE, (AS NOTED)
- USGS SURVEY MONUMENT, (AS NOTED)
- EXISTING PK NAIL
- [###.##'] DISTANCE BETWEEN TERMINAL POINTS

LINE LEGEND

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

BAXTER DESIGN GROUP
7500 N. Dobson Rd., Suite 200
Scottsdale, AZ 85256
(480) 818-8001

DATE:	OCTOBER 9, 2018
DESIGNED BY:	BDG
DRAWN BY:	STAFF
REVIEWED BY:	JWW
PROJECT:	
SCALE:	MOD

REVISIONS: 3

VERSION

PULTE HOME COMPANY
SUN CITY BLVD. - PHS 2
MAP OF DEDICATION

SITUATED WITHIN EAST HALF OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, TOWN OF FLORENCE , ARIZONA

INDEX MAP
SHEET 2 OF 5

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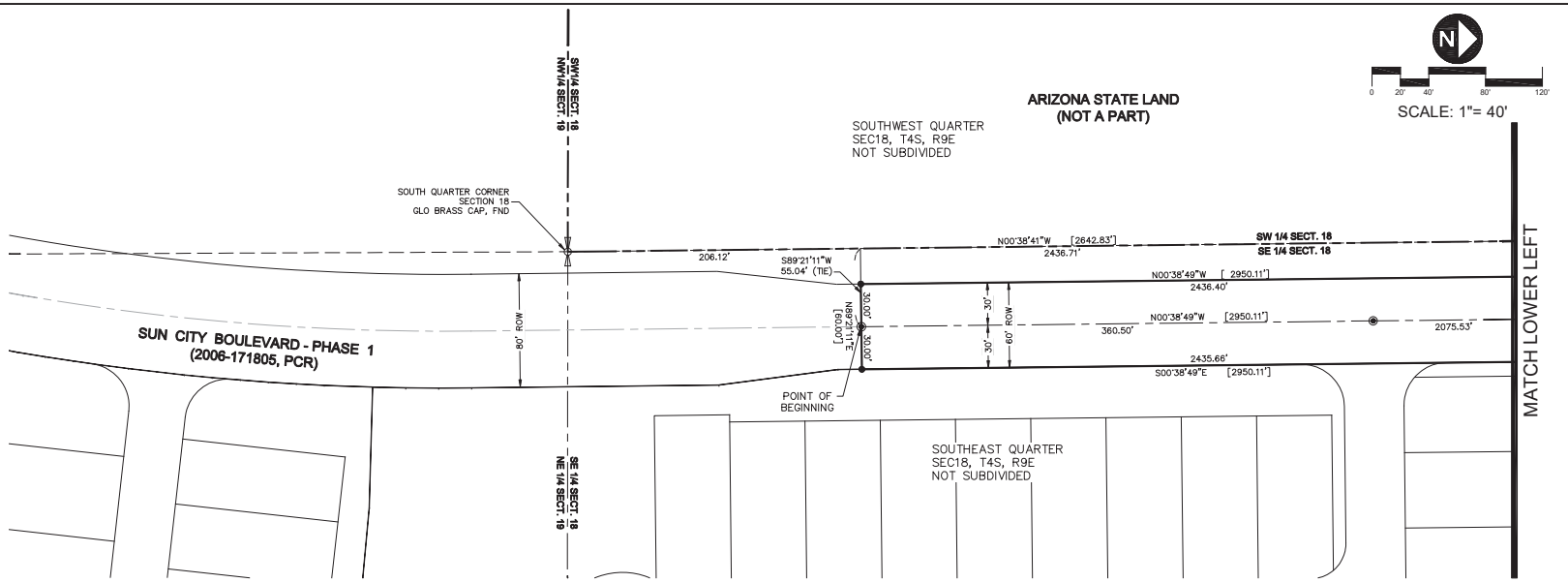

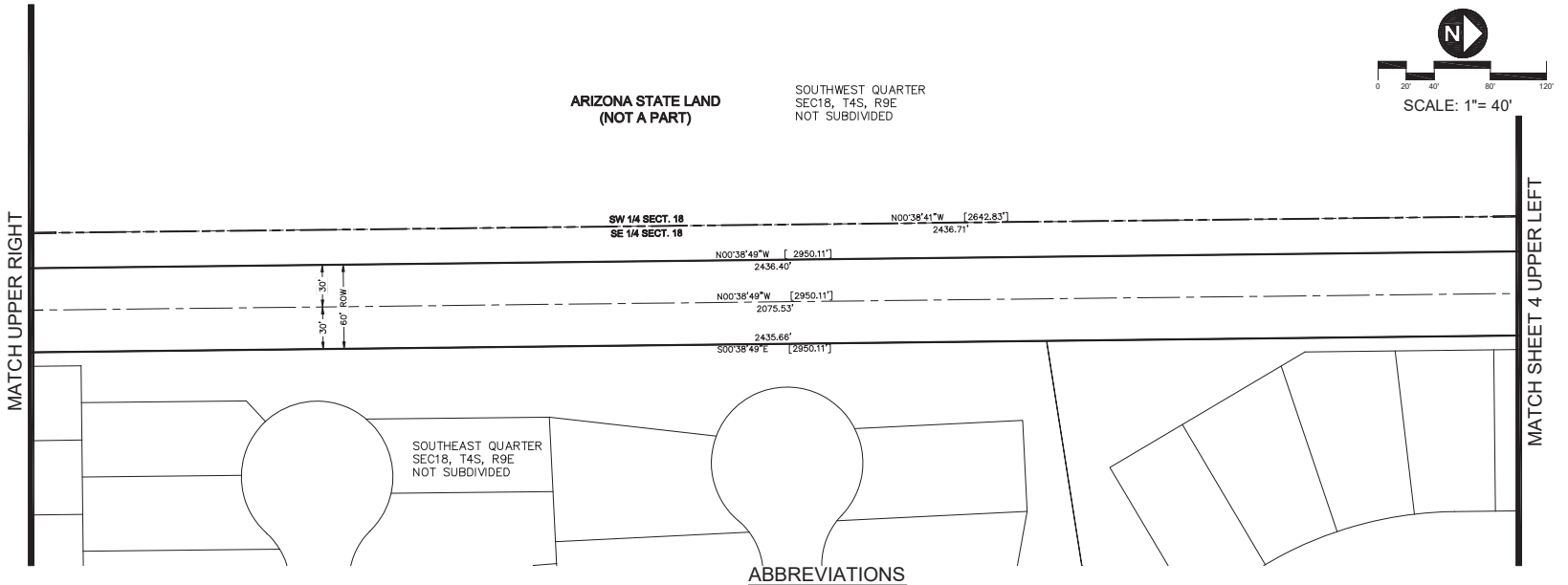

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RECORDER

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COUNTY OF PINAL } SS

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- ½" REBAR & CAP RLS 21065 TO BE SET AT TIME OF CONSTRUCTION, (UNLESS NOTED OTHERWISE)
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BAXTER DESIGN GROUP
7500 N. Dobson Rd., Suite 200
Scottsdale, AZ 85256
(480) 818-8001

DATE:	OCTOBER 9, 2018
DESIGNED BY:	BDG
DRAWN BY:	STAFF
REVIEWED BY:	JWW
PROJECT:	
SCALE:	MOD

REVISIONS:

VERSION 3

PULTE HOME COMPANY
SUN CITY BLVD. - PHS 2
MAP OF DEDICATION

SITUATED WITHIN EAST HALF OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, TOWN OF FLORENCE , ARIZONA

ROAD LAYOUT
SHEET 3 OF 5

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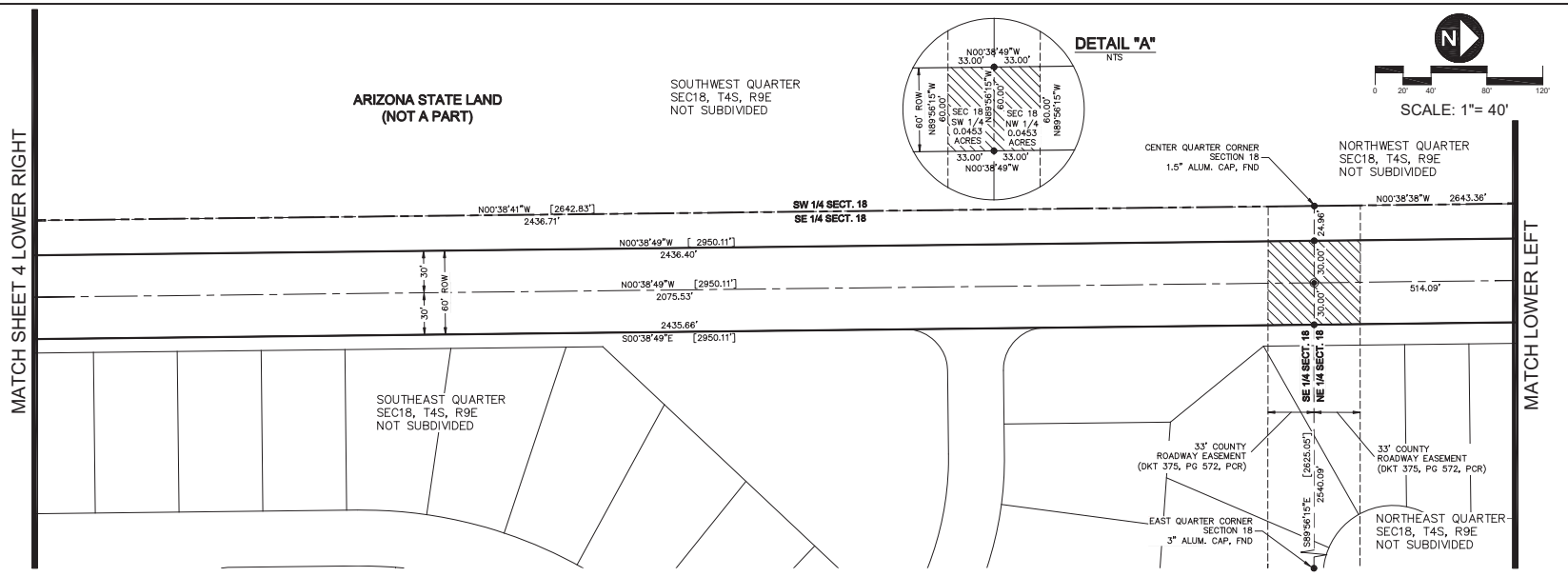

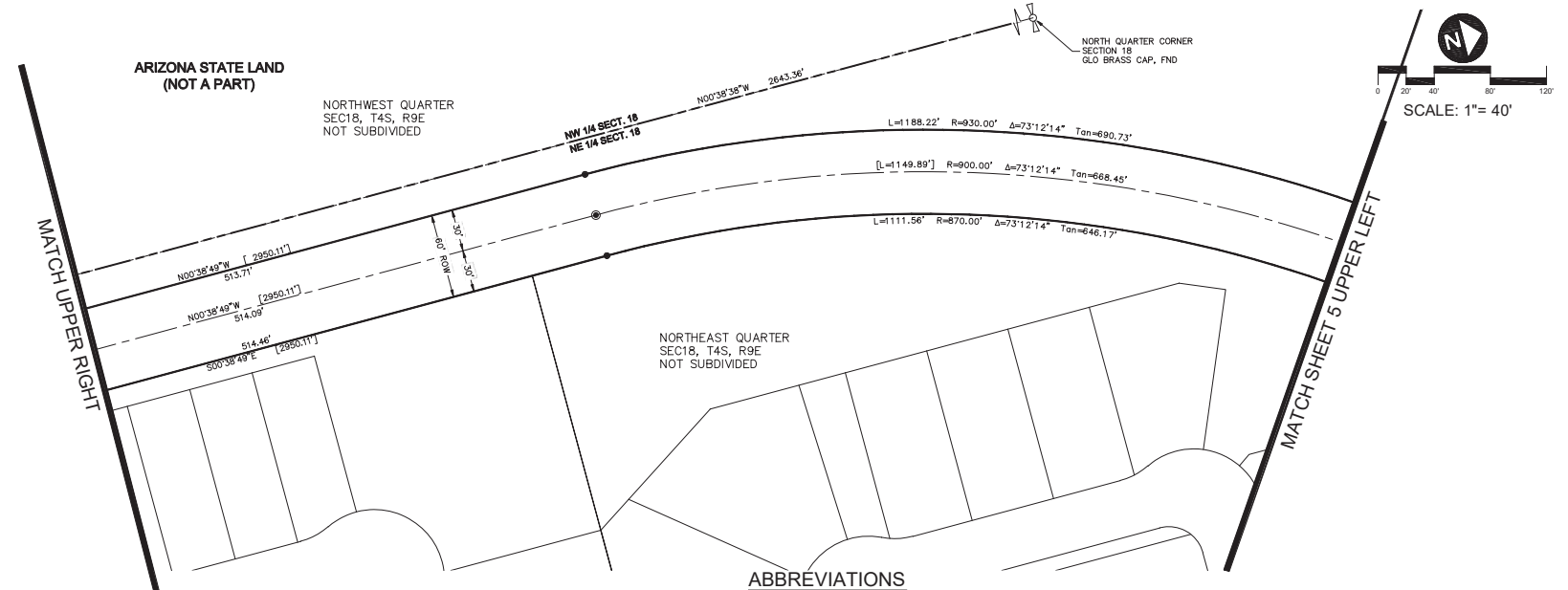

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BAXTER DESIGN GROUP
7500 N. Dobson Rd., Suite 200
Scottsdale, AZ 85256
(480) 818-6001

DATE:	OCTOBER 9, 2018
DESIGNED BY:	BDG
DRAWN BY:	STAFF
REVIEWED BY:	JWW
PROJECT:	
SCALE:	MOD

REVISIONS: 3

VERSION

PULTE HOME COMPANY
SUN CITY BLVD. - PHS 2
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SITUATED WITHIN EAST HALF OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, TOWN OF FLORENCE , ARIZONA

ROAD LAYOUT
SHEET 4 OF 5

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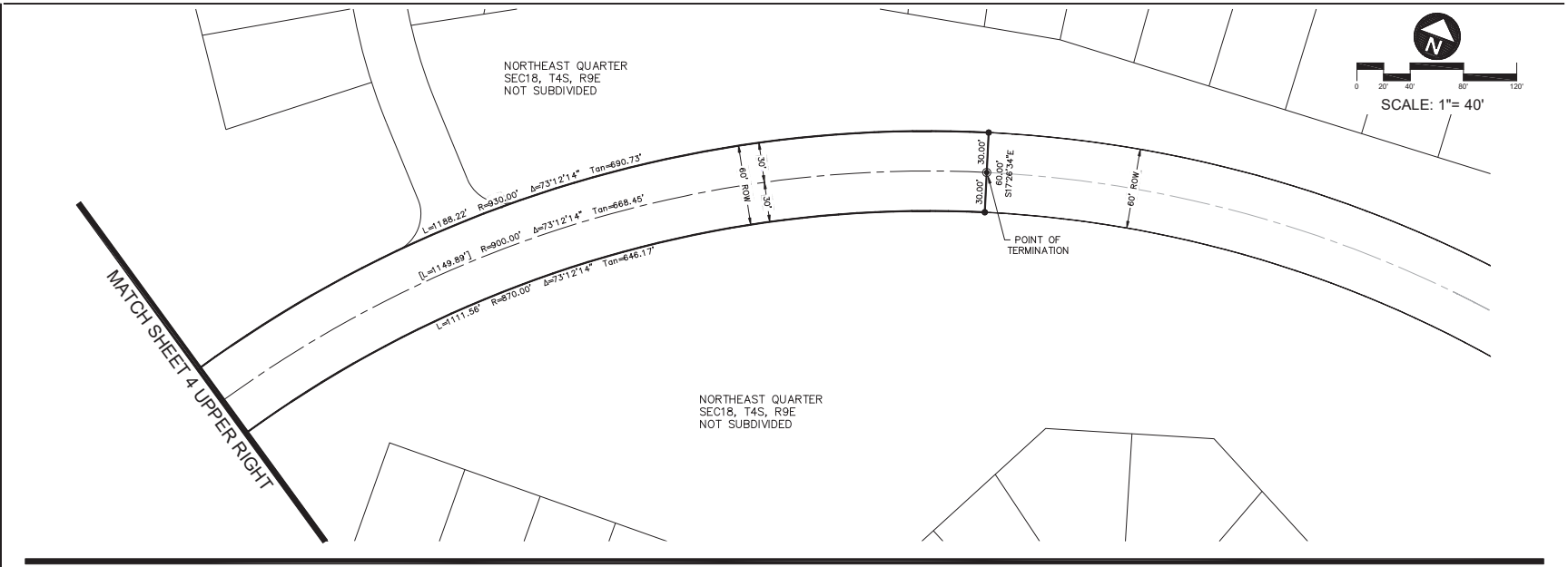

RECORDER

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COUNTY OF PINAL } SS

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Date: _____
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BAXTER DESIGN GROUP
7500 N. Dobson Rd., Suite 200
Scottsdale, AZ 85256
(480) 818-6001

DATE:	OCTOBER 9, 2018
DESIGNED BY:	BDG
DRAWN BY:	STAFF
REVIEWED BY:	JWW
PROJECT:	
SCALE:	MOD

PRELIMINARY
4-2020
JOHN WEEKS
Expires 09/30/2020

REVISIONS: 3

VERSION

PULTE HOME COMPANY
SUN CITY BLVD. - PHS 2
MAP OF DEDICATION

SITUATED WITHIN EAST HALF OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 9 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, TOWN OF FLORENCE , ARIZONA

ROAD LAYOUT
SHEET 5 OF 5

path: K:\PHS-ARR\MAP\DWG Sun City Blvd Phase2\PLS-ROW_
file name: PHS 2 Sheet Plot ROW.dwg | plot date: October 09, 2018 | plotted by: xander

	TOWN OF FLORENCE COUNCIL ACTION FORM	**AGENDA ITEM 11b**

MEETING DATE: October 15, 2018

DEPARTMENT: Development Services

STAFF PRESENTER: Christopher A. Salas, Public Works Director/ Town Engineer

SUBJECT: Regional Pavement Maintenance of Arizona, Inc., Contract for East 1st Street Improvement Project

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

☐ **Other**

STRATEGIC PLAN REFERENCE:

☐ Community Vitality ☐ Economic Prosperity ☐ Leadership and Governance
☐ Partnership and Relationships ☒ Transportation and Infrastructure
☐ Statutory ☐ None

RECOMMENDED MOTION/ACTION:

Enter into a contract to Regional Pavement Maintenance of Arizona, Inc., to mill and replace asphalt for CIP T-60 East 1st Street Improvement Project, in a not to exceed amount $755,544.80 under Job Order Contract (JOC) 2014-007 for the City of Buckeye.

BACKGROUND/DISCUSSION:

Deterioration of pavement exists, and water line replacement is critical due to its under sizing and age. This project will mill and replace 2.5" R12 asphalt for CIP T-60 titled East 1st Street Improvement Project,

There will be a full depth construction of the existing pavement and storm drainage improvements to mitigate existing conditions.

The award of this contract will allow a Notice to Proceed for the project work.

A VOTE OF NO WOULD MEAN:

A vote of no would delay in the CIP T-60 E. 1st Street Improvement Project.

A VOTE OF YES WOULD MEAN:

A vote of yes would allow the Town to move forward on the CIP T-60 project.

FINANCIAL IMPACT:

The cost to contract with Regional Pavement Maintenance of Arizona, Inc., in amount of $629,620.67, plus 20% contingency of $125,924.13 making the not to exceed amount $755.544.80.

The fixed fee proposed for this project has been negotiated by staff and compared to three independent estimates prepared by three separate companies.

Services will be obtained following the Town's Purchasing Policy, Section 5.63 Purchases of $25,000 or More (specifically, 5.6321 of Vendor Selection).

5.632 Vendor Selection

> 5.6321 Alternative purchase methods are identified if approved by necessity or by the Town Manager as indicated by Emergency / Sole Source Purchase, cooperative purchase, state contract or any other method authorized. The Finance Director reviews for budget availability and bidding procedures. The Town Manager reviews for need.

4.12 Purchasing Policy

> Department Heads must approve all purchases regardless of dollar value. This does not preclude the Department Head from obtaining the necessary approval from the Town Manager and/or Town Council, nor does this allow them to have signature authority on contracts. The Town Manager has signature authority on purchases up to $24,999. Town Council is required on any purchases of $25,000 or more.

ATTACHMENTS:

Exhibit 1 – Scope of Work
Exhibit 2 – JOC Contract – City of Buckeye Expires 3/13/2019
Exhibit 3 – Cooperative Cover Contract with the Town of Florence
Exhibit 4 – Approved Bid Tabulation

regional pavement maintenance

PROPOSAL NO. P1987 9.21.18

MOHAVE CONTRACT: 14Y-RPMA-0317

ZONE: 15

SUBMITTED TO:

Town of Florence
Christian Collins
P.O. Box 2670
Florence, AZ 85132
PH: 520.868.7695

JOB SITE:

1st St. Improvements
1st St.
Florence AZ, 85132

Scope of Work

	Unit	Unit Price	Total
ASPHALT PAVING WITH TACH COAT			
Mobilization Charge	1	$ 3,208.450	$ 3,208.450
Charge per square foot 3 inch depth (over 50,000 sq ft)	83700	$ 1.780	$ 148,972.608
ASPHALT MILLING 6 FEET WIDE			
Charge per square foot per 1 inch in depth of milling	585900	$ 0.288	$ 168,973.560
LIME SOIL STABILIZATION (Lime SlurryMAG309, Soil Cement MAG311, Quicklime)			
Mobilization Charge	3	$ 4,532.000	$ 13,596.000
Charge per square foot per 12 inch depth	83700	$ 0.472	$ 39,484.638
GRADE/PLACE ABC			
Mobilization Charge	3	$ 1,493.500	$ 4,480.500
Charge per square foot times thickness in inches of ABC (over 45000 square feet)	334800	$ 0.099	$ 33,105.024
DEMO/HAUL ASPHALT, DIRT, ETC			
Mobilization Charge (over 500 cubic yards)	3	$ 1,236.000	$ 3,708.000
Charge per cubic yard of material (over 500 cubic yards)	1000	$ 26.780	$ 26,780.000
SITE GRADING (Moving/Excavating Dirt - On Site, No Haul Off)			
Mobilization Charge	1	$ 2,678.000	$ 2,678.000
Charge per cubic yard	830	$ 8.034	$ 6,668.220
FINE GRADE AREA			
Charge per square yard (over 5000 square yards)	9300	$ 1.236	$ 11,494.800
MANHOLE ADJUSTMENTS			
Mobilization Charge	1	$ 231.750	$ 231.750
Charge per each unit	6	$ 293.550	$ 1,761.300
WATER/SEWER COVER ADJUSTMENTS			
Mobilization Charge	1	$ 257.500	$ 257.500
Charge per each unit	6	$ 206.000	$ 1,236.000
SURVEY MONUMENTS			
Mobilization Charge	1	$ 257.500	$ 257.500
Type B; Charge per each unit	6	$ 103.000	$ 618.000
CONCRETE CURB AND GUTTER			
801+ linear feet	1550	$ 18.651	$ 28,909.422
HANDICAP RAMPS			
Single Ramp with Wings (Per MAG Spec 223 C, 234)	18	$ 1,226.586	$ 22,078.544
CONCRETE FLATWORK			
4 inch thick per square foot	4700	$ 6.199	$ 29,133.138
CONSTRUCTION SURVEY			
Registered Surveyor (1 man and equipment), per hour rate	40	$ 127.720	$ 5,108.800
OTHER RATES			
Labor and equipment rate, $ per man hour	50	$ 66.950	$ 3,347.500
ROAD STRIPING ONLY			
Minimum Charge	1	$ 1,133.000	$ 1,133.000
ROADWAY TRAFFIC CONTROL & BARRICADES			
Barricade Mobilization Charge	3	$ 164.800	$ 494.400
Barricade De-Mobilization Charge	3	$ 164.800	$ 494.400
Type 1 & 2 Barricades	500	$ 0.174	$ 87.035
Type 3 Barricades	250	$ 0.464	$ 115.875
28" Traffic Cones	500	$ 0.174	$ 87.035
28" Reflective Traffice Cones	500	$ 0.174	$ 87.035
Shadow Truck	80	$ 44.290	$ 3,543.200
Flagger	80	$ 39.140	$ 3,131.200

SUBTOTAL: $ 565,262.43

480.963.3416 • Fax 480.963.3417 • www.regionalaz.com
2435 South 6th Ave • Phoenix, Arizona 85003 • ROC A5 262947; A14 195953; A15 195952; KA 267126
SEALCOATING • STRIPING • CRACKFILLING • PAVING • GRADING • PULVERIZING • MILLING • SLURRY SEAL

regional pavement maintenance

PROPOSAL NO. **P1987** **9.21.18**

MOHAVE CONTRACT: 14Y-RPMA-0317

ZONE: 15

TAX:	$ -
TOTAL:	$ 565,262.43
BOND:	$ 8,478.94
TOTAL (w/ BOND):	$ 573,741.37

ALL APPLICABLE TAX INCLUDED

PROPOSAL NOTES:

1. Pricing is protected for 90 days.
2. A signed Proposal, Contract or Purchase Order is required prior to commencement of work.
3. It is your responsibility to make sure sprinklers and hard water are not sprayed on pavement 24 hours before and after application.
4. Warranty Period: One (1) Year from Date of Completion.

+ 53,879.30

Sub total 629,620.67

20% contg 125,924.13

Total 755,544.80

Thank you for the opportunity to bid your project!

Allen Conway

Regional Pavement Maintenance of Arizona, Inc.

Allen@Regionalpavement.com

480.798.5495

ACCEPTANCE OF PROPOSAL:

The above pricing, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. I understand a prelien will be filed. Payment terms are Net 30 days (please complete Billing Information below).

SIGNATURE: _____ **DATE:** _____

PRINT NAME: _____ **TITLE:** _____

OWNER INFORMATION:

If the 'Owner' contact name & address is the 'same' as "Submitted To:" on the first page of the Proposal, please check the box below. If not, please provide the correct 'Owner' information below:

☐ **Owner Information is the same as the "Submitted To:" contact on the first page of the Proposal.**

OWNER/COMPANY NAME: _____

POINT OF CONTACT: _____

BILLING ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE: _____

FAX: _____

EMAIL: _____

regional pavement maintenance

PROPOSAL NO. P1987 9.21.18

MOHAVE CONTRACT: 14Y-RPMA-0317

ZONE: 15

BILLING INFORMATION:

If the 'Billing' contact name & address is the 'same' as "Submitted To:" on the first page of the Proposal, please check box below. If not, please provide the correct 'Billing' information below for invoicing:

☐ **Billing Information is the same as the "Submitted To:" contact on the first page of the Proposal.**

COMPANY NAME: _____

POINT OF CONTACT: _____

BILLING ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE: _____

FAX: _____

EMAIL: _____

480.963.3416 • Fax 480.963.3417 • www.regionalaz.com
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regional pavement maintenance

PROPOSAL NO. P1985 **9.21.18**

MOHAVE CONTRACT: 14Y-RPMA-0317

ZONE: 15

SUBMITTED TO:

Town of Florence
Christian Collins
P.O. Box 2670
Florence, AZ 85132
PH: 520.868.7695

JOB SITE:

1st St. Improvements
1st St.
Florence AZ, 85132

Scope of Work

	Unit	Unit Price	Total
GEOTEXTILE FABRIC UNDERLAYMENT FOR ASPHALT CONCRETE OVERLAY			
Mobilization Charge	2	$ 1,328.700	$ 2,657.400
Charge per square foot (ADD TO PAVING PRICE ABOVE)	27000	$ 0.142	$ 3,837.780
GRADE/PLACE ABC			
Charge per square foot times thickness in inches of ABC (over 90000 square feet)	162000	$ 0.090	$ 14,516.820
SITE GRADING (Moving/Excavating Dirt - On Site, No Haul Off)			
Mobilization Charge	2	$ 2,678.000	$ 5,356.000
Charge per cubic yard	200	$ 8.034	$ 1,606.800
CONSTRUCTION SURVEY			
Registered Surveyor (1 man and equipment), per hour rate	60	$ 127.720	$ 7,663.200
OTHER RATES			
Labor and equipment rate, $ per man hour	290	$ 66.950	$ 19,415.500

SUBTOTAL:	$	55,053.50
TAX:	$	-
TOTAL:	$	**55,053.50**
BOND:	$	825.80
TOTAL (w/ BOND):	$	**55,879.30**

ALL APPLICABLE TAX INCLUDED

PROPOSAL NOTES:

1. Pricing is protected for 90 days.
2. A signed Proposal, Contract or Purchase Order is required prior to commencement of work.
3. It is your responsibility to make sure sprinklers and hard water are not sprayed on pavement 24 hours before and after application.
4. Warranty Period: One (1) Year from Date of Completion.

Thank you for the opportunity to bid your project!

Allen Conway

Regional Pavement Maintenance of Arizona, Inc.
Allen@Regionalpavement.com
480.798.5495

ACCEPTANCE OF PROPOSAL:

The above pricing, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. I understand a prelien will be filed. Payment terms are Net 30 days (please complete Billing Information below).

SIGNATURE: _____ **DATE:** _____

480.963.3416 • Fax 480.963.3417 • www.regionalaz.com
2435 South 6th Ave • Phoenix, Arizona 85003 • ROC A5 262947; A14 195953; A15 195952; KA 267126
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regional pavement maintenance

PROPOSAL NO. P1985 **9.21.18**

MOHAVE CONTRACT: 14Y-RPMA-0317

ZONE: 15

PRINT NAME: _____ **TITLE:** _____

OWNER INFORMATION:

If the 'Owner' contact name & address is the 'same' as "Submitted To:" on the first page of the Proposal, please check the box below. If not, please provide the correct 'Owner' information below:

☐ **Owner Information is the same as the "Submitted To:" contact on the first page of the Proposal.**

OWNER/COMPANY NAME: _____

POINT OF CONTACT: _____

BILLING ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE: _____

FAX: _____

EMAIL: _____

BILLING INFORMATION:

If the 'Billing' contact name & address is the 'same' as "Submitted To:" on the first page of the Proposal, please check box below. If not, please provide the correct 'Billing' information below for invoicing:

☐ **Billing Information is the same as the "Submitted To:" contact on the first page of the Proposal.**

COMPANY NAME: _____

POINT OF CONTACT: _____

BILLING ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE: _____

FAX: _____

EMAIL: _____

480.963.3416 • Fax 480.963.3417 • www.regionalaz.com
2435 South 6th Ave • Phoenix, Arizona 85003 • ROC A5 262947; A14 195953; A15 195952; KA 267126
SEALCOATING • STRIPING • CRACKFILLING • PAVING • GRADING • PULVERIZING • MILLING • SLURRY SEAL

CHANGE ORDER #6

CITY OF BUCKEYE
JOC CONTRACT #2014-007
CONTRACT EXTENSION

THIS CONTRACT, made and entered into on the 13th day of March, 2014, by and between the City of Buckeye, an Arizona municipal corporation (the "City"), and Regional Pavement Maintenance of Arizona., hereafter called ("the Contractor").

3.2 TERM OF CONTRACT

In accordance with "Section 3, General Terms and Conditions of the Contract, the contract term is being extended for an additional year commencing on March 13, 2018 through March 13, 2019.

All other terms and conditions of the original contract remain in full force and effect.

IN WITNESS WHEREOF, the City of Buckeye by its Manager of Construction and Contracting has hereunto subscribed his name this 7th day of March, 2018.

CITY OF BUCKEYE:

Christopher A. Williams
Manager, Construction and Contracting

CONTRACTOR:

CHANGE ORDER #2

CITY OF BUCKEYE
JOC CONTRACT #2014-007
CONTRACT EXTENSION

THIS CONTRACT, made and entered into on the 13th day of March, 2014, by and between the City of Buckeye, an Arizona municipal corporation (the "City"), and Regional Pavement Maintenance of Arizona., hereafter called ("the Contractor").

3.2 TERM OF CONTRACT

In accordance with "Section 3, General Terms and Conditions of the Contract, the contract term is being extended for an additional year commencing on March 13, 2015 through March 13, 2016.

All other terms and conditions of the original contract remain in full force and effect.

IN WITNESS WHEREOF, the City of Buckeye by its Manager of Construction and Contracting has hereunto subscribed his name this 17 day of NOV., 2015.

CITY OF BUCKEYE:

Christopher A. Williams
Manager, Construction and Contracting

CONTRACTOR:

CHANGE ORDER #4

CITY OF BUCKEYE
JOC CONTRACT #2014-007
CONTRACT EXTENSION

THIS CONTRACT, made and entered into on the 13th day of March, 2014, by and between the City of Buckeye, an Arizona municipal corporation (the "City"), and Regional Pavement Maintenance of Arizona., hereafter called ("the Contractor").

3.2 TERM OF CONTRACT

In accordance with "Section 3, General Terms and Conditions of the Contract, the contract term is being extended for an additional year commencing on March 13, 2016 through March 13, 2017.

All other terms and conditions of the original contract remain in full force and effect.

IN WITNESS WHEREOF, the City of Buckeye by its Manager of Construction and Contracting has hereunto subscribed his name this 23 day of MARCH, 2016.

CITY OF BUCKEYE:

Christopher A. Williams
Manager, Construction and Contracting

CONTRACTOR:

BUCKEYE, AZ

CITY OF BUCKEYE
CONSTRUCTION & CONTRACTING DIVISION

August 18, 2014

Joseph P. DiGiugno
Regional Pavement Maintenance of Arizona, Inc.
2435 S. 6th Avenue
Phoenix, AZ 85003

Re: Change Order 1; Contract No.2014-007
JOC Street Maintenance

Dear Mr. DiGiugno:

The City of Buckeye is hereby providing you with the enclosed fully executed Change Order 1 to your JOC Street Maintenance Contract for your records. This Change Order adds Cooperative Language to your JOC Contract, allowing other municipalities and eligible agencies to "piggyback" off of our contract with you.

Should you have any questions or concerns, please feel free to contact me at 623-349-6225 or cwilliams@buckeyeaz.gov.

Sincerely,

Christopher A. Williams, Manager
Construction & Contracting Division

cc: file

CITY OF BUCKEYE
JOC CONTRACT NO. 2014-007
JOC Street Maintenance

CHANGE ORDER #1

Pursuant to the Contract between Regional Pavement Maintenance of Arizona, (Contractor) and the CITY OF BUCKEYE, an Arizona municipal Corporation (City), dated March 4, 2014, the following changes apply:

The following cooperative language is hereby added to and included in the contract:

Any contract resulting from this solicitation shall be for the use of the City of Buckeye. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

This is a NO COST Change Order, and shall not affect the any other aspects of the Contract.

The terms and conditions of the Change Order, including the cost and time contained herein, constitute a full accord and complete satisfaction for all costs and time of performance related to the work described or referenced. Except as amended herein, all provisions of the contract remain in full force and effect. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

THEREFORE, the City of Buckeye by its Manager of Construction and Contracting has hereunto subscribed his name this 14 day of August, 2014.

CITY OF BUCKEYE

Christopher A. Williams, Manager
Construction & Contracting Division

BUCKEYE, AZ

CITY OF BUCKEYE
CONSTRUCTION & CONTRACTING DIVISION

August 18, 2014

Joseph P. DiGiugno
Regional Pavement Maintenance of Arizona, Inc.
2435 S. 6th Avenue
Phoenix, AZ 85003

Re: Change Order 1; Contract No.2014-007
JOC Street Maintenance

Dear Mr. DiGiugno:

The City of Buckeye is hereby providing you with the enclosed fully executed Change Order 1 to your JOC Street Maintenance Contract for your records. This Change Order adds Cooperative Language to your JOC Contract, allowing other municipalities and eligible agencies to "piggyback" off of our contract with you.

Should you have any questions or concerns, please feel free to contact me at 623-349-6225 or cwilliams@buckeyeaz.gov.

Sincerely,

Christopher A. Williams, Manager
Construction & Contracting Division

cc: file

CITY OF BUCKEYE
JOC CONTRACT NO. 2014-007
JOC Street Maintenance

CHANGE ORDER #1

Pursuant to the Contract between Regional Pavement Maintenance of Arizona, (Contractor) and the CITY OF BUCKEYE, an Arizona municipal Corporation (City), dated March 4, 2014, the following changes apply:

The following cooperative language is hereby added to and included in the contract:

Any contract resulting from this solicitation shall be for the use of the City of Buckeye. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

This is a NO COST Change Order, and shall not affect the any other aspects of the Contract.

The terms and conditions of the Change Order, including the cost and time contained herein, constitute a full accord and complete satisfaction for all costs and time of performance related to the work described or referenced. Except as amended herein, all provisions of the contract remain in full force and effect. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

THEREFORE, the City of Buckeye by its Manager of Construction and Contracting has hereunto subscribed his name this 14 day of August, 2014.

CITY OF BUCKEYE

Christopher A. Williams, Manager
Construction & Contracting Division

BUCKEYE, AZ

CITY OF BUCKEYE
CONSTRUCTION & CONTRACTING DIVISION

March 13, 2014

Joseph P. DiGiugno
Regional Pavement Maintenance of Arizona, Inc.
2435 S. 6th Avenue
Phoenix, AZ 85003

Re: Fully Executed JOC Street Maintenance
Contract No. 2014-007

Dear Mr. DiGiugno:

The City of Buckeye is hereby providing you with the enclosed fully executed Contract for JOC Street Maintenance, for your records.

Should you have any questions or concerns, please feel free to contact me at 623-349-6225 or cwilliams@buckeyeaz.gov.

Sincerely,

Christopher A. Williams, Manager
Construction & Contracting Division

cc: file

JOB ORDER CONTRACT BETWEEN
CITY OF BUCKEYE
AND
REGIONAL PAVEMENT MAINTENANCE OF ARIZONA, INC.

Contract Number: 2014-007

This JOB ORDER CONTRACT FOR STREET MAINTENANCE (the "Contract") is made and entered into by and between the City of Buckeye, an Arizona municipal corporation (the "City") and Regional Pavement Maintenance of Arizona, Inc., an Arizona Corporation (the Contractor). This Contract is for street maintenance as described in Exhibit A and issued as required by award of individual Delivery Orders (the "Project").

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City of Buckeye and Job Order Contractor agree as follows:

ARTICLE 1
CONTRACT TERM

1. This Contract has a base period of one (1) year and four option periods of one (1) year each that may be exercised if it is in the best interest of City to do so. Any exercise of any option to renew this Contract beyond the base period will only be effective upon written notice from the City.

2. The Contract Time for each Delivery Order shall start with the Notice to Proceed (NTP) and end with Final Acceptance, as set forth below. The Notice to Proceed will not be issued until prior approval and acceptance by City of the Delivery Order.

3. The Contract Time is identified in the Delivery Order as the Contract Duration in terms of calendar days. Contractor agrees that it will commence performance of the Work after receiving an official NTP letter and complete the Project through both Substantial Completion (if applicable) and Final Completion within the Contract Time.

4. Time is of the Essence of this Contract, and each Delivery Order issued hereunder, for each Project, and for each phase and/or designed Milestone thereof.

5. 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 a specific Delivery Order and/or this Contract by City. The City will assess liquidated damages as described in each Delivery Order.

ARTICLE 2
OVERVIEW OF DELIVERY ORDER CONTRACTING UNDER THIS CONTRACT

1. This Contract establishes an indefinite delivery, indefinite quantity, Delivery Order Contract for such Construction services within the scope of this Contract as City may request from time to time by issuance of an individual Delivery Order for each Project. Unless otherwise specified in a specific Delivery Order, Delivery Orders generally will not include Design Services and that where Design Services are necessary, City will provide them under separate contract. There will be a separate Delivery Order for each Project that will describe the Work to be provided by Contractor for that Project. There may be multiple Projects and therefore multiple Delivery Orders under this Contract.

2. The amount to be paid by the City for the Project under each Delivery Order is the Contract Price for that Delivery Order. The Delivery Order price will include a total amount for each Delivery Order priced for the Work described for that Delivery Order. The Contract Price for any Delivery Order will be established as a Firm Fixed Price, subject to the following:

(a) The Contract Price for each Delivery Order shall not exceed $1,000,000.00 [may be higher if approved via Council Action], including any Change Orders. Therefore, to allow for any potential Change Orders, the maximum initial amount of each Delivery Order will normally not exceed $1,000,000.00. The expectation for this Contract is that the majority of Delivery Orders will be less than $100,000.00.

(b) The cumulative sum of all Delivery Orders performed by the Contractor during any twelve (12) month term shall not exceed $1,000,000.00 (unless otherwise approved by the City Council).

(c) There is no limit on the number of Delivery Orders that City may issue to the Contractor during any twelve (12) month term of this Contract or during the entire period this Contract is in effect.

(d) Contractor may not refuse any Delivery Order under this Contract properly issued by City, unless Contractor legitimately claims in writing that the scope of work is poorly defined or hazardous to health or safety.

3. City shall have the right to perform work of the types included in this Contract itself or to have other Contractors perform such work. In addition, as to any Delivery Order, City may elect to have Design Services provided by City's internal consultants or by independent Design Professionals. Such action by City shall not be a breach or otherwise violate the Contract Documents.

4. This Contract does not obligate or require City to offer any Delivery Order to Contractor, no Contract in relation to any specific Work being entered into until a Delivery Order therefore has been fully executed by City and Contractor.

5. This Contract is for a broad range of street maintenance, repair and minor construction work within the planning area of the City of Buckeye. The scope of this Contract will be to provide construction services, including the possibilities of design services, for a broad range of City Street maintenance and construction projects described in Exhibit A of this contract.

6. During the Term of this Contract, City will issue an individual Delivery Order request for proposal to Contractor for each Project. Each Delivery Order will have specific instruction concerning that Delivery Order. The Contractor will follow these specific instructions when preparing a response in the form of a Delivery Order Proposal.

7. The general steps for development of a Delivery Order are:

(a) When City identifies a need for performance of a Project under a Delivery Order; City will issue an RFP to Contractor and also advise Contractor of the nature of the Work to be done. At the same time, City will advise the Contractor if Design Services are required and how those services will be provided. Within two (2) working days of receipt of this notification, Contractor will:

(i) Visit the proposed site of the Project with City designated representatives; and,
(ii) Arrange with City to further define the scope of the needed Project.

Contractor shall thoroughly acquaint itself with all available information concerning the conditions of the Work under each Delivery Order and is responsible for correctly and fully estimating the difficulty of performing the Work, the actions required to perform the Work and the cost of successfully performing the Work under each Delivery Order.

(b) City may arrange for any needed Design Services to produce the Drawings and Specifications. Design Services will not begin until the scope of Design Services is approved by City. The Drawings and Specifications developed by the Design Services are subject to approval by City. If there are no Design Services, City will develop Drawings and Specifications consisting of a line drawing and a written description of the contemplated Work.

(c) Upon establishment of the scope of the needed Project, Contractor will prepare its proposal for accomplishment of the Project.

8. Upon award of a Delivery Order, a signed copy of the Delivery Order will be mailed or electronically forwarded to Contractor. Failure by Contractor to pick up or receive the mailed or electronic orders shall not relieve Contractor from the obligation to complete the Work under the Delivery Order in accordance with the terms of this contract or the terms of each Delivery Order.

9. City may provide a verbal Notice to Proceed (NTP) for the Work in advance of issuing the formal NTP letter (which will be followed up with a written NTP). Normally, NTP will be issued under separate cover from the Delivery Order. The Contract duration starts with the date on the NTP letter.

ARTICLE 3
DEFINITIONS

"Addenda" written or graphic instruments issued prior to the submittal of the Proposal(s), which clarify, correct or change the Proposal(s) requirements.

"Agreement" means the executed agreement between City and Contractor.

"Change Order" means a written instrument issued after execution of a Delivery Order or this JOC Contract signed by City and the Contractor, stating their agreement upon all of the following: the scope of the change in the Work; the amount of the adjustment to the Contract Price; and the extent of the adjustment to the Contract Time(s).

"City" means the City of Buckeye, a municipal corporation, with whom Contractor has entered into this Contract and for whom the services is to be provided pursuant to said Contract.

"City's Project Criteria" means information developed by or for the City to describe City's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Contractor's performance of the Work. City's Project Criteria may include conceptual documents, design criteria, performance requirements and other Project-specific technical materials and requirements.

"City's Representative" means the person designated within this contract.

"Commissioning" means the process for achieving, validating and documenting the performance of the Project including any works and its systems to meet the design needs and requirements of the City.

"Construction Documents" means the plans, specifications and drawings prepared by the Contractor or a Consultant.

"Construction Drawings" means the detailed drawings approved as part of the approved Construction Documents.

"Contract Documents" means the following items and documents in descending order of precedence: (i) all written modifications, amendments and Change Orders to this Contract; (ii) this Contract, including all exhibits and attachments, executed by City and Contractor to include each Delivery Order; (iii) written supplementary conditions; (iv) Construction

Documents prepared and approved; (v) Contractor's approved Variations of the City's Project Criteria, as contained in Exhibit A.; (vi) City's Project Criteria; (vii) Contractor's Proposal(s), except for accepted Variations of the City's Project Criteria, submitted in response to City's Project Criteria.

"Contract Price" means the amount or amounts set forth in each awarded Delivery Order subject to adjustment in accordance with this Contract.

"Contract Time" means the Days set forth in each awarded Delivery Order subject to adjustment in accordance with this Contract.

"Day(s)" means calendar days unless otherwise specifically noted in the Contract Documents.

"Deliverables" means the work products prepared by the Contractor in performing the scope of work described in each Delivery Order.

"Design Services" means all professional services to be performed or procured by the Contractor or by City to provide required Project design under this Contract and any subsequent amendments.

"Job Order Contractor" means the firm, corporation, or other approved legal entity with whom the City has entered into this Contract to provide services as detailed in this Contract. The term Contractor may be used to identify the Job Order Contractor.

"Differing Site Conditions" means concealed or latent physical conditions or subsurface conditions at the Site that, (i) materially differ from the conditions indicated in the Scope of Work issued with each Delivery Order or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.

"Final Acceptance" means the completion of the Project as prescribed in Article 10.

"Float" means the number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Substantial Completion date.

"Legal Requirements" means all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

"Notice to Proceed" or "NTP" means the directive issued by the City, authorizing the Contractor to start Work or a portion of the work.

"Payment Request" means the City form used by the Contractor to request payment for Work performed.

"Product Data" means illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

"Project" means the Work to be completed in the execution of any awarded Delivery Order and as amended and as prescribed as any Scope of Work in identified in each awarded Delivery Order. Project means the Work associated with each awarded Delivery Order issued under this JOC Contract.

"Project Schedule" means a schedule as prescribed in this Contract or subsequent Delivery Orders.

"Project Record Documents" means the documents created pursuant to Article 12.

"Samples" means physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

"Schedule of Values (SOV)", means the Document specified in the construction phase, which divides the Contract Price into pay items, such that the sum of all pay items equals the awarded Delivery Order Price for the Work, or for any portion of the Work having a separate specified Contract Price.

"Shop Drawings" mean drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

"Scheduled Substantial Completion Date" means the calendar date equal to the Notice to Proceed date established plus the number of Days established in each Delivery Order.

"Site" means the land or locations on which the Project is located, as more particularly described in the Delivery Order.

"Subcontractor" or "Subconsultant" means any person or entity retained by Contractor as an independent contractor to perform a portion of the Work and shall include material, men and suppliers.

"Substantial Completion" means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete so that City can occupy and use the Project or a portion thereof for its intended purposes.

"Technical Consultant" means an agent of the City who furnishes project management assistance (if applicable to a Delivery Order).

"Variations of the City's Project Criteria" means agreed changes to the City's Project Criteria by both Parties.

"Work" means any design and construction services, including procuring and furnishing materials, equipment, services, Commissioning and labor reasonably inferable from the Construction Documents.

ARTICLE 4
DESIGN PHASE AND DESIGN SERVICES

1. Costs for Preconstruction services will be included in Contractor's firm fixed price cost proposal.

2. Contractor may also be required to provide incidental Design Services for all or a portion of the Work to be constructed under a specific Delivery Order. If consulting services for design and the preparation of Plans and Specifications are required; they will be paid for as a separate line item in the Contractor's price proposal. Normally the City will obtain design services from a consultant or prepare design documents using City staff.

ARTICLE 5
CONSTRUCTION SERVICES

1. JOC Contractor shall perform all Work necessary to construct the Project in accordance with this Contract and the specifications outlined in each Delivery Order, and to render the Project and all its components operational and functionally and legally usable for their intended purpose.

2. The term "Work" shall mean whatever is done by or required of Contractor to perform and complete its duties relating to the construction of each Delivery Order under the Contract, including, without limitation, the following:

(a) Construction of the whole and all parts of the Project in full and strict conformity with each Delivery Order;

(b) The provision and furnishing, and prompt payment therefore, of all labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling, other utilities and things required for the construction of each Delivery Order;

(c) The procurement and furnishing of all necessary permits and other permits required for the construction of each Delivery Order;

(d) The creation and submission to City of detailed as-built drawings depicting all as-built construction;

(e) The furnishing of any required surety bonds and insurance as may be required by each Delivery Order;

(f) The furnishing of all equipment and product warranties, manuals, test results and user guides required by each Delivery Order or otherwise reasonably available to Contractor;

(g) The furnishing of all other services and things required or reasonably inferable from the Contract Documents, including the provisions of Article 6 below.

ARTICLE 6
TIME FOR CONSTRUCTION: THE CONTRACT TIME

1. After City has awarded each Delivery Order, City shall issue a notice to proceed (NTP) the Work directing Contractor to proceed with the Work on the date indicated in the notice (the "Commencement Date"). The notice to commence Work shall be issued at least ten (10) days prior to the Commencement Date.

2. Contractor shall commence the Work on the Commencement Date, and the Work shall be carried out regularly and without interruption. Contractor shall substantially complete the Work no later than the date established in each Delivery Order or such other date as may be issued by a Change Order (the "Scheduled Completion Date"). The number of calendar days between the effective date of the Contract and the Scheduled Completion Date is the "Contract Time". Contractor shall achieve Final Completion of the Work no later than thirty (30) calendar days after achieving Substantial Completion.

3. Contractor understands that if Substantial Completion for entire project is not attained by the Scheduled Substantial Completion date, City will suffer damages which are difficult to determine and accurately specify. Contractor agrees that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Contractor shall pay City the amount established in each Delivery Order as liquidated damages for each day that Substantial completion extends beyond the Scheduled Substantial Completion Date.

4. All limitations of time set forth in each Delivery Order are material and time is of the essence of each Delivery Order.

ARTICLE 7
ADDITIONAL DUTIES AND RESPONSIBILITIES OF CONTRACTOR

1. The intent of this Contract is to require complete, correct and timely execution of all Delivery Orders awarded for the Construction Work. Any and all Construction Work that may be required reasonably implied or reasonably inferred by each Delivery Order as necessary to

produce the intended result shall be provided by Contractor for the Construction Price as provided in each awarded Delivery Order.

2. All Construction Work performed by Contractor shall be in strict compliance with each Delivery Order. "Substantial Compliance" is not strict compliance. Any Construction Work not in strict compliance with each Delivery Order is defective.

3. The Construction Work shall be strictly supervised and directed using Contractors best and highest skill and effort. Contractor shall bear full responsibility for any and all acts or omissions of those engaged in the Construction Work on behalf of the Contractor.

4. Contractor warrants and guarantees to City that all labor furnished to perform the Construction Work under each Delivery Order will be competent to perform the tasks undertaken and is the best quality obtainable, that the product of such labor will yield only superior results in strict compliance with the requirements of each Delivery Order, that materials and equipment furnished will be of high quality and new unless otherwise permitted by the Delivery Order, and that the Construction Work will be of high quality, free from faults and defects and in strict conformance with the requirements found in each Delivery Order. Any and all Construction Work not strictly conforming to these requirements shall be considered defective and shall constitute a breach of Contractor's warranty.

5. Special or specific guarantees and warranties which are required by each Delivery Order to run for a fixed period of time shall commence running on the date of Substantial Completion of all Construction Work. In general, Contractor warrants all work, including labor and materials, for a period of two (2) years from the date of Substantial Completion, unless otherwise specified in the Delivery Order.

6. Contractor, within fifteen (15) days after the Commencement Date, shall submit to the Manager of Construction and Contracting for his information, and shall comply with, Contractor's Schedule of Construction for each Delivery Order awarded. The Schedule of Construction shall reflect the performance of all Construction Work on weekdays and non-holidays. The Schedule of Construction shall be a detailed critical path (CPM) schedule in a form acceptable to City. The Schedule of Construction shall be revised at least monthly and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project awarded as a Delivery Order. Each such revision shall be furnished to the City. Strict compliance with the requirements of this Paragraph shall be a condition precedent for payment to Contractor, and failure to strictly comply with this requirement shall constitute a material breach of the Contract. No claim for an increase in the Construction Price shall be allowed as a result of Contractor basing the Construction Price upon an early completion schedule, or as a result of delays and costs attributable to completion later than the planned early completion date.

7. Contractor shall continuously maintain at the site, for the benefit of City, an updated copy of the awarded Delivery Order, including one record copy of the Delivery Order Documents marked to record on a current basis changes, selections and modifications made during construction. Additionally, Contractor shall maintain at the site, for the benefit of City, a copy of all Shop Drawings, Product Data, Samples, and other Submittals, if specified in the awarded Delivery Order. Upon Final Completion of the Construction Work, or upon the City's request, all of the documents described in this Paragraph shall be finally updated and delivered to City and shall become the property of the City.

8. Contractor shall review, study, and approve, or take other necessary action upon all Shop Drawings, Product Data, Samples, and other Submittals to ensure that each Delivery Order will be constructed in a timely fashion in strict compliance with the requirements of the Contract and Delivery Order. No deviation from, substitution for, or other modification from the Documents shall be allowed by Contractor in a shop drawing or submittal without written approval, in the form of a Change Order, from City. Contractor shall engage in prompt and adequate review of Shop Drawing and other Submittals to maintain the Construction Schedule; Contractor also warrants it will use its best independent professional judgment in its review to determine compliance with the Contract Documents.

9. City shall also, in its discretion, have the right to review and approve Submittals, and if City so elects, Contractor shall not perform any portion of the Construction Work as to which the City has required submittal and review until such Submittal has been approved by the City. Approval by the City, however, shall not be evidence that Construction Work installed pursuant to the City's approval conforms with the requirements of the Contract nor shall such approvals relieve Contractor of any of its responsibilities or warranties under the Contract. If City elects to review Submittals, Contractor shall maintain a Submittal log which shall include, at a minimum, the date of each Submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any approval or rejection. Contractor shall have the duty to carefully review, inspect and examine any and all Submittals before submission of same to City. Shop Drawings and other Submittals from Contractor do not constitute a part of this Contract.

10. Contractor shall procure from all Subcontractors and Suppliers and shall transmit to the City, all warranties required by the Contract. Contractor shall review all such warranties and shall certify to City that the warranties are in strict compliance with the requirements of the Contract.

11. Contractor shall prepare or procure and shall transmit to the City all documentation required by this Contract regarding the operation and recommended maintenance programs relating to the various elements of the Construction Work.

12. If required in the Delivery Order, Contractor shall prepare and provide to the City a complete set of all as-built drawings which shall be complete and, except as specifically noted,

shall reflect performance of the Construction Work in strict compliance with the requirements of this Contract.

13. Contractor shall assume all labor responsibility for all personnel assigned to or contracted for the performance of the Construction Work and agrees to strictly comply with all its obligations as employer with respect to said personnel under all applicable labor laws.

14. Contractor shall be responsible for procuring all tests and inspections required by sound professional practices and by governmental authorities having jurisdiction over the Project. Contractor shall submit certified results of such tests to City. If the laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Construction Work to be specifically inspected, tested, or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish to City the required certificates of inspection, testing or approval.

15. Contractor shall, during the course of the Construction Work, comply with any regulations or guidelines prescribed by City. Contractor warrants that it will comply with all public laws, ordinances, rules and regulations applicable to the services to be performed under the Contract, including without limitation, those relating to the terms and conditions of the employment of any person by Contractor in connection with the Construction Work to be performed under the Contract.

16. Contractor shall perform the Construction Work in accordance with all construction codes, laws, ordinances or regulations applicable to the design and execution of the Construction Work. Any fine or penalty which may be imposed as consequence of any violation of this provision shall be paid by Contractor, and Contractor, to the fullest extent permitted by the law, shall fully defend, indemnify and hold City harmless for, from and against all loss, damage, and expense, including attorney's fees, resulting from any such violation or alleged violation of codes, laws, ordinances, or regulations, regardless of a concurrent contribution by City, through negligence or other wrongful act, to such loss, damage, or expense, except that such indemnity shall not apply if the violation is solely and directly caused by a negligent or willful act or omission of City, its officers, agents, or employees.

17. All construction and building permits, licenses and authorizations necessary for the construction of the Project shall be secured and paid for by Contractor. Contractor shall notify the City when it has received said permits, licenses, and authorizations, and upon receipt shall supply the City with copies of same. The originals of permits, licenses and authorizations shall be delivered to the City upon completion of the Construction Work, and receipt of these documents by City shall be a condition precedent to final payment. Contractor shall also give and maintain any and all notices required by applicable laws pertaining to the construction of the Construction Work.

18. While on City's property, all Contractor's employees and Subcontractors shall confine themselves to areas designated by the City and will be subject to City's badge and pass requirements, if any, in effect at the site of the Construction Work.

19. Contractor shall take all reasonable steps and legally required measures at the site to comply with applicable safety regulations and standards and to adequately protect the Construction Work, stored materials, and temporary structures located on the premises, and to prevent unauthorized persons from entering upon the site. Contractor shall at all times safeguard City's property and employees from injury or loss in connection with the performance of the Contract. Contractor shall at all times safeguard and protect its own partially or completely finished Construction Work and that of the adjacent property and all adjacent construction Work from damage. Contractor shall protect City's equipment, apparatus, machinery, and other property and all adjacent construction Work with boarding and other safeguards so as to keep the premises free from dampness, dirt, dust, or other damage and shall remove all such temporary protection upon completion of the Construction Work.

20. Unless otherwise instructed by City, Contractor shall repair and return to original condition all buildings, streets, curbs, sidewalks, utilities or other facilities affected by Contractor's performance of the Construction Work.

21. Contractor shall keep the site reasonably clean during performance of the Construction Work. Upon Final Completion of the Construction Work, Contractor shall thoroughly clean the site and the Project and remove all waste, debris, trash and excess materials or equipment, together with Contractor's property therefrom.

22. At all times relevant to the Contract, Contractor shall provide access to the Construction Work to City and its designees without formality or other procedure.

23. The City's decisions in matters relating to aesthetic standards and effect shall be final.

24. In performing both Design Services and Construction Work under this Contract, the relationship between City and Contractor is that of independent contractor, and the execution of this Contract does not change the independent status of Contractor. Contractor shall exercise independent judgment in performing its duties under this Contract and is solely responsible for setting working hours, scheduling or prioritizing the Contract work flow and determining how all Contract work is to be performed. No term or provision of this Contract or act of Contractor in the performance of this Contract shall be construed as making Contractor the agent, servant or employee of City, or making Contractor or any of its employees eligible for the fringe benefits, such as retirement, insurance and worker's compensation, which City provides its employees.

ARTICLE 8
CONTRACT PRICE

1. City shall pay, and Contractor shall accept, as full and complete payment for all work associated with each Delivery Order the amount approved and awarded to the Contractor as a Delivery Order. Each Delivery Order will be a separate contract under this blanket JOC Contract. The general terms and conditions will be established by this contract and special contract provisions will be established within each Delivery Order.

2. Delivery Order Construction Price, unless changed by Supplemental Agreement or Change Order, represents the absolute limit of obligation or liability that City may ever have insofar as the cost for full and final completion of the Construction Work, and the total of all payments to Contractor or its Subcontractors are concerned. Should additional amounts be required to be expended, over and above a Delivery Order Construction Price, to achieve completion of the Construction Work, including Project construction, and payment to Contractor, in accordance with this Contract and any Special Provisions included in each awarded Delivery Order, liability for and payment of such additional amounts shall be the sole responsibility of Contractor and its Contract Surety herein, and City shall never be liable for same.

3. In addition to the Construction Work Contractor will perform, it will also provide all the usual and necessary traditional construction management services incident to construction projects of the nature and scope of this Project, for which the Management Fee described in this Contract is paid. The services required are not intended in any manner to diminish the overall responsibility of Contractor for the full and final completion of the Construction Work within the time and cost constraints specified in this Contract.

4. City agrees to pay Contractor for the Cost of the Construction Work as defined in each Delivery Order, subject to submission by Contractor of all backup substantiation as may be reasonably required by the City. In no event shall the sum of payments for the Cost of the Construction Work and any other Contractor compensation exceed the Construction Price, as adjusted by Change Order. The term "Cost of the Construction Work" shall be defined in each Delivery Order and be established as a Firm-Fixed Price Contract.

ARTICLE 9
PAYMENT OF THE CONTRACT PRICE

1. Payments of the Contract Price will be made monthly as Work progresses. Payment Applications, covering labor, material, equipment, supplies, and other items completed, delivered or suitably stored on site during a period ending on the last calendar day of each month, shall be submitted to the City by the Contractor on the current edition of AIA Documents G702 and G703, within five (5) days after end of the period. Payment Applications shall be notarized shall be supported by such data substantiating the Contractor's right to

payment as the City may require, and reflect retainage, if any, as is provided. All payments shall be subject to any offset or retainage provisions of the Contract.

2. Each payment made to the Contractor shall be on account of the total amount payable to the Contractor, and title to all Work covered by a paid partial payment shall thereupon pass to the City. Nothing in this section shall be construed as relieving the Contractor from the sole responsibility for care and protection of materials and Work upon which payments have been made, for restoration of any damaged Work, or as a waiver of the right of the City to require fulfillment of all terms of Contract Documents.

3. The City, within seven (7) days after receipt of the Payment Application, will either issue a Certificate for Payment for such amount as is properly due or issue written notice of the reasons for withholding such a certificate.

4. The issuance of a Certificate for Payment will constitute a representation by the City, observations at the site and the data comprising the Application for Payment, that the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his certificate); and that the Contractor is entitled to payment in the amount certified.

5. Payment may be withheld in whole or in part to protect the City on account of:

(a) Unsatisfactory job progress as determined by the City.
(b) Defective Work or materials not remedied.
(c) Disputed Work or materials.
(d) Claims or other encumbrances filed or reasonable evidence indicating probable filing of claims or other encumbrances by Subcontractors or Suppliers, or others.
(e) Failure of the Contractor to make payment to Subcontractors or Suppliers within seven (7) days after receipt of each progress payment.
(f) A reasonable doubt as determined by the City that the Work can be completed for the unpaid balance of the Contract Price or within the Contract Time.
(g) The Contractor's failure to perform any of its contractual obligations under the Contractor Documents, or any other Contract with the City.
(h) Deficiencies or claims asserted by City against Contractor arising from any other project. Within fourteen (14) days following the receipt of the Certificate of Payment, the City shall pay to the Contractor 90% of the value of the Work in place and materials suitably stored at the site. The remaining 10% shall be retained by the City until the Contract is 50% completed at which time the retainage shall be reduced to 5%; provided that: (a) the Contractor is making satisfactory progress on the Contract; and (b) in the City's sole judgment, there is no specific cause or claim requiring a greater amount than 5% to be retained. Thereafter, the City shall pay the Contractor 95% of the value of the Work, unless and until it determines satisfactory progress is not being made, at which time the 10% retainage may be reinstated. Such 10%

reinstatement would be 10% of the total contract value of Work in place and materials stored. The City's sole judgment concerning the satisfactory progress of the Work shall be final.

6. Within sixty (60) days after the issuance of the Certificate of Final Completion by the City and receipt of all other documents required by the Contract, all retained amounts shall be paid to Contractor as part of Final Payment:

(a) The Final Payment shall not become due until the Contractor delivers to the City full and final unconditional releases from Subcontractors and major Suppliers acknowledging payment in full. Any claim filed thereafter shall be the responsibility of the Contractor.

(b) If any claim remains unsatisfied after all payments are made, the Contractor shall immediately upon demand refund to the City all monies that the latter may be compelled to pay in discharging such claim including all costs, interest and attorneys' fees.

7. If any payment of the Contract Price is not made within thirty (30) days and without just cause, interest shall thereafter accrue on the unpaid principal balance at the minimum rate allowed by state law (A.R.S. § 44-1201) on the due date.

ARTICLE 10
SUBSTANTIAL AND FINAL COMPLETION

1. "Substantial Completion" means that stage in the progression of the Construction Work, as approved by City in writing, when the Project is sufficiently complete in accordance with the Contract that City can enjoy beneficial use or occupancy of the entire Project and can utilize it for all of its intended purposes. A condition precedent to Substantial Completion is the receipt by City of all necessary authorizations for the use of the Project required by any governmental or regulatory authority. City reserves the right to use any part, phase or system of the Project when such part, phase or system is substantially completed, but such partial use of the Project shall not result in the Project being deemed substantially complete, and such partial use shall not be evidence of Substantial Completion.

2. When Contractor believes that the Construction Work is substantially complete, Contractor shall notify the City in writing and shall submit to City a list of items remaining to be completed or corrected. The City, the City's designee, (or an independent consultant hired by City) will perform an inspection. If the Construction Work is substantially complete, in the sole opinion of City, City will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion. The Certificate of Substantial Completion shall state the responsibilities of City and Contractor for Project security, maintenance, damage to the Construction Work, and insurance, and shall fix the date, not longer than 30 days after the established date of Substantial Completion, within which Contractor shall complete any items of incomplete or defective Construction Work. The Certificate of Substantial Completion shall be submitted to Contractor for its written acceptance of the responsibilities assigned to it in such certificate.

3. Upon Substantial Completion of the Construction Work, and upon execution by both City and Contractor of the Certificate of Substantial Completion, City shall pay Contractor, within thirty (30) days, all sums due Contractor, including such amount of retainage as the City in its sole discretion wishes to pay based upon the value of remaining performance, less the reasonable costs, as determined by City in City's sole discretion, for completing all incomplete Construction Work and/or any Design Services, correcting and bringing into strict conformance all defective and nonconforming Construction Work, and handling all outstanding or threatened claims.

4. "Final Completion" means the completion of all Work required by, and in strict compliance with, this Contract, the Delivery Order, including Contractor's provision to City of all documents and things required to be provided by the Contract.

5. When Contractor believes that all of the Construction Work is finally complete, and Contractor is ready for a final inspection, Contractor shall so notify the City in writing. The City (or an independent consultant hired by City) will then make final inspection of the Construction Work and, if the Construction Work is complete in strict accordance with the Contract, and the Contract has been fully performed, then City will issue a Certificate for Final Payment, providing for payment of the remainder of the Contract Price, less any amount withheld pursuant to the Contract.

6. City shall make final payment of all remaining sums due to Contractor within thirty (30) days after Final Completion as reflected by City's Certificate for Final Payment, provided that all documents and things required to be delivered to City under this Contract have been delivered as required, and provided that all other conditions precedent to payment have been satisfied.

7. Prior to being entitled to receive final payment, and as a condition precedent thereto, Contractor shall furnish City, in the form and manner required by the City, the following:

(a) an Affidavit of Final Payment and Release, in particular certifying that all Subcontractors and Suppliers have been paid all sums lawfully due to them, and releasing City from all claims that Contractor had or might have asserted during the performance of this Contract;

(b) if required by City, separate releases of lien or lien waivers from each Subcontractor, lower tier subcontractor, laborer, Supplier or other person or entity who has, or might assert a claim against City or City's property;

(c) consent of surety to final payment;

(d) a complete set of the as-built drawings to include AutoCAD disks and the record set of Contract Documents; and

(e) all product warranties, operating manuals, instruction manuals and other record documents, drawings and things customarily required of a Contractor, or expressly required herein, as a part of or prior to Project closeout.

8. Acceptance by Contractor of final payment shall constitute a waiver and release of all claims against City by Contractor except for those claims previously made in writing against City by Contractor, pending at the time of final payment and specifically identified on Contractor's pay request for final payment as unsettled at the time it submits its pay request.

ARTICLE 11
CITY'S DUTIES, OBLIGATIONS, AND RESPONSIBILITIES

In addition to payment, City shall undertake to perform the following:

1. City shall provide Contractor with information regarding City's requirements for the Project including any desired or required design or construction schedule.

2. City shall review any documents submitted by Contractor requiring City's decision, and shall render any required decisions pertaining thereto.

3. In the event City knows of any material fault or defect in the Construction Work, nonconformance with the Contract, or of any errors, omissions or inconsistencies in the Design Documents, then City shall give prompt notice thereof in writing to Contractor.

4. City shall provide Contractor access to the site and to the Construction Work, and shall provide Contractor with such information, existing and reasonably available, necessary to Contractor's performance of the Contract as Contractor may request.

5. City shall cooperate with Contractor in securing any necessary licenses, permits, approvals or other necessary authorizations for the design, construction and certification of the Project.

6. City shall perform the duties set forth in this Article 11 in a reasonably expeditious fashion so as to permit the orderly and timely progress of Contractor's Design Services and of the Construction Work.

7. City's review, inspection, or approval of any Construction Work, Design Documents, Submittals, or pay requests by Contractor shall be solely for the purpose of determining whether such Construction Work and such documents are generally consistent with City's construction program and requirements. No review, inspection, or approval by City of the Construction Work or documents shall relieve Contractor of its responsibility for the performance of its obligations under the Contract or the accuracy, adequacy, fitness, suitability, or coordination of its Design Services or the Construction Work. Approval by any governmental or other regulatory agency or other governing body of any Construction Work, Design Documents, or Contract Documents shall not relieve Contractor of responsibility for the strict performance of its obligations under the Contract. Payment by City pursuant to the Contract

shall not constitute a waiver of any of City's rights under the Contract or at law, and Contractor expressly accepts the risk that defects in its performance, if any, may not be discovered until after payment, including final payment, is made by City.

8. City's agreement not to exercise, or its delay or failure to exercise, any right under the Contract or to require strict compliance with any obligation of Contractor under the Contract shall not be a waiver of the right to exercise such right or to insist on such compliance at any other time or on any other occasion.

9. City shall furnish to Contractor, prior to the execution of each Delivery Order, any and all written and tangible material knowingly in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, City does not represent, warrant, or guarantee its accuracy or completeness either in whole or in part, and shall have no liability therefore. If Contractor requests in writing, City shall also furnish surveys, legal limitations, and utility locations (if known), and a legal description of the Project site.

10. City shall obtain all easements required for construction, and shall pay for necessary assessments and charges required for use and occupancy of the Construction Work. Contractor shall render such assistance as City may request in obtaining such easements, certificates of occupancy, and the like.

11. In the event Contractor fails or refuses to perform the Construction Work in strict accordance with the Contract, or is otherwise in breach of this Contract in any way, City may, at its option, instruct Contractor to cease and desist from performing further Construction Work, or any part thereof. Upon receipt of such instruction from City in writing, Contractor shall immediately cease and desist as instructed by City and shall not proceed further until the cause for City's instructions has been corrected, no longer exists, or City instructs that the Construction Work may resume.

12. In the event City issues such instructions to stop Construction Work, and in the further event that Contractor fails and refuses within seven (7) days of receipt of same to provide adequate assurance to City that the cause of such instructions will be eliminated or corrected, then City shall have the right to carry out the Construction Work with its own forces, or with the forces of other contractors, and Contractor shall be fully responsible for the costs incurred in correcting any defective or deficient Construction Work. The rights set forth in Paragraph 14(K) and this Paragraph 14(L) are in addition to, and without prejudice to, any other rights or remedies City may have against Contractor, including the rights to terminate or withhold payment as provided herein.

ARTICLE 12
DELIVERY ORDER (PROJECT) DOCUMENTATION

1. Contractor shall maintain and protect all records relating in any manner whatsoever to the Project (the "Project Records") for no less than four (4) years after Final Completion of the Project, and for any longer period of time as may be required by law or good management practice.

2. All Project Records which are in the possession of Contractor or Contractors Subcontractors shall be made available to City for inspection and copying upon City's request at any time. Additionally, such records shall be made available upon request by City to any state, federal or other regulatory authorities, and any such authority may review, inspect and copy such records. The Project Records include, without limitation, all drawings, plans, specifications, Submittals, correspondence, logs, minutes, memoranda, photographs, tape or videotape recordings, or other writings or things which document the Project, its design, or its construction. Said records include those documents reflecting the cost of design and construction to Contractor.

ARTICLE 13
PERSONNEL, SUBCONTRACTORS AND SUPPLIERS

1. A "Subcontractor" means an entity which has a direct contract with Contractor to perform a portion of the Construction Work or the Design Services. For purposes of the Contract, Subcontractors shall also include those furnishing any equipment and materials for the Project.

2. A "Supplier" means an entity providing only equipment or materials for the performance of the Construction Work.

3. Upon execution of this Contract, and at such later times as may be applicable, Contractor shall furnish City, in writing, the names of persons or entities proposed by Contractor to act as Subcontractors on the Project. Contractor shall provide such information regarding such proposed Subcontractors as City deems necessary. City shall promptly reply to Contractor, in writing, stating any objections City may have to such proposed Subcontractors. Contractor shall not enter into a subcontract with an intended Subcontractor with reference to whom City objects. Any consent or failure to reject by City shall in no way relieve Contractor of any of its duties or warranties under the Contract.

4. All subcontracts and purchase orders with Subcontractors shall afford Contractor rights against the Subcontractor which correspond to those rights afforded to City against Contractor under this Contract, including those rights of Contract suspension, termination, and stop Construction Work orders as set forth in this Contract. It is expressly agreed that no relationship of agency, employment, contract, obligation or otherwise shall be created between City and

any Subcontractor of Contractor, and a provision to this effect shall be inserted into all agreements between Contractor and its Subcontractors.

5. Should Contractor subcontract all or any part of the Construction Work, such subcontracting of the Construction Work shall not relieve Contractor from any liability or obligation under the Contract or under any applicable policy, law or regulation, and Contractor shall be responsible for all and any acts, defaults, omissions or negligence of its Subcontractors, Suppliers, and consultants.

6. In accordance with Article 3 above, Contractor shall employ and assign only qualified and competent personnel to perform any service or task concerning the Project. Contractor shall designate one such person as the Project Contractor. Absent written instruction from Contractor to the contrary, the Project Contractor shall be deemed to be Contractor's authorized representative and shall be authorized to receive and accept any and all communications from City. Key design and supervisory personnel assigned by Contractor to each Delivery Order will be provided at the time the contractor submits the RFP pricing package. The contractor shall conform to all requirements established in each Delivery Order RFP issued by the City.

7. If, at any time during the course of the Project, City reasonably determines that the performance of any Subcontractor or any member of Contractor's staff construction Working on the Project is unsatisfactory, City's Representative may require Contractor to remove such Subcontractor or staff member from the Project immediately and replace the staff member at no cost or penalty to City for delays or inefficiencies the change may cause.

ARTICLE 14
CHANGES AND EXTENSIONS OF TIME

1. Changes in the Design Services (if required) or the Construction Work under this Contract, consisting of additions, deletions, revisions or any combination thereof, may be ordered unilaterally by City without invalidating the Contract. Such changes shall be communicated by Change Order, Field Order or supplemental agreement, as applicable. Contractor shall proceed diligently with any changes, and same shall be accomplished in strict accordance with the terms and conditions as set forth in this Contract/Delivery Order.

2. All change orders, changes requested by Contractor, or extensions of Contract Time occurring during construction of the Project related to actual Construction Work shall be governed by the applicable provisions of this Contract/Delivery Order. All requests for additional compensation due to a change in the scope, and all requests for an extension of time to the Schedule, shall include sufficient backup documentation to reasonably understand the request and the amount of time or compensation requested and determine the merits of the request.

3. Upon the occurrence of a change order for Construction Work which increases the Cost of the Construction Work, the Construction Price will thereafter include such Cost of the Construction Work and Services attributable to such change to the extent allowed.

4. In the event the parties are unable to agree on the terms of a Change Order or Supplemental Agreement, then Contractor shall continue to diligently perform the Work, including any change directed by City by Change Order or Supplemental Agreement, and shall keep thorough records of the cost of performance of such Change Order or Supplemental Agreement.

5. Contractor recognizes and accepts a fiduciary relationship of trust and confidence hereby established between Contractor and City and agrees that it shall at all times in good faith use its best efforts to advance City's interests and agrees to perform the Work in the highest professional manner.

ARTICLE 15
CLAIMS BY CONTRACTOR

1. Claims by Contractor against City are subject to the terms and conditions of this Article 15, and strict compliance herewith shall be a condition precedent to any liability of City therefore.

2. All claims for additional compensation or additional time, regardless of their nature, when they occur, or whether they occur during the design or construction phase, shall be governed by the City of Buckeye Procurement Code.

3. Contractor shall provide, and continue to provide, to City all such documentation, including cost and time records, as and when City may request so that City may evaluate Contractor's claim.

4. Contractor shall continue its performance under this Contract regardless of the existence of any claims submitted by Contractor against City.

5. In the event Contractor seeks to make a claim for an increase in the Construction Price, as a condition precedent to any liability of City for any claim, Contractor shall strictly comply with the requirements of Paragraph 2 above and such notice shall be given by Contractor before proceeding to execute any alleged additional or changed Construction Work. Failure of the condition precedent to occur shall constitute a waiver by Contractor of any claim.

6. In connection with any claim by Contractor against City for compensation in excess of the Construction Price, any liability of City shall be strictly limited to the Cost of the Construction Work and Design Services if required as defined and allowed in this Contract and subsequent Delivery Orders and shall in no event include, indirect, consequential, impact or

other costs, expenses or damages of Contractor or its Subcontractors. City shall not be liable to Contractor for claims of third parties, including Subcontractors, for acts, omissions, events, or conditions for which City would not be liable to Contractor under the terms of the Contract. As a condition precedent to City's liability to Contractor for any loss or damage resulting from claims of third parties, including Subcontractors, such third parties must have complied with all conditions contained in their agreements with Contractor and such claims must have been submitted to City by Contractor in strict compliance with all the requirements of this Article. City shall not be liable to Contractor for claims of third parties including Subcontractors, unless and until the liability of Contractor has been established in a court of competent jurisdiction.

7. The resolution of any claim under this Article shall be reflected by a Change Order or Supplemental Agreement executed by City and Contractor.

ARTICLE 16
UNCOVERING AND CORRECTING CONSTRUCTION WORK

1. If any of the Construction Work is covered, concealed or obscured contrary to the written request of City, or contrary to any provision of the Contract, said Construction Work shall, if required by City, be uncovered for inspection and shall be properly replaced at Contractor's expense without change in the Contract Time.

2. If any of the Construction Work is covered, concealed or obscured in a manner not inconsistent with Paragraph 1 above, it shall, if required by City, be uncovered for inspection. If such Construction Work conforms strictly with the Contract, the cost of uncovering and proper replacement shall be charged to City. If such Construction Work does not strictly conform to the Contract, Contractor shall pay the cost of uncovering and proper replacement.

3. Contractor shall immediately proceed to correct Construction Work rejected by City as defective or failing to conform to the Contract. Contractor shall pay all costs and expenses associated with correcting such rejected Construction Work, including any additional testing and inspections made necessary thereby.

4. In addition to its warranty obligations set forth elsewhere herein, Contractor shall be specifically obligated to correct at its cost and expense any and all defective or nonconforming Construction Work for a period of twelve (12) months following Final Completion upon written direction from City. This obligation shall survive final payment by City and termination of the Contract.

5. Nothing contained in Paragraph 4 shall establish any period of limitation with respect to other obligations which Contractor has under the Contract. Establishment of the one-year time period in Paragraph 4 above relates only to the duty to Contractor to specifically correct the Construction Work.

6. City may, but shall in no event be required to, choose to accept defective or nonconforming Construction Work. In such event, the Contract Price shall be reduced by the reasonable costs of removing and correcting the defective or nonconforming Construction Work. City shall be entitled to a reduction in the Construction Price regardless of whether City has, in fact, removed and corrected such defective Construction Work. If the unpaid balance of the Construction Price, if any, is insufficient to compensate City for the acceptance of defective or nonconforming Construction Work, Contractor shall, upon written demand from City, pay City such additional compensation for accepting defective or nonconforming Construction Work.

ARTICLE 17
SUSPENSION AND TERMINATION

1. City may for any reason whatsoever suspend performance under the Contract. City shall give written notice of such suspension to Contractor specifying when such suspension is to become effective.

2. From and upon the effective date of any Suspension ordered by City, Contractor shall incur no further expense or obligations in connection with this Contract, and Contractor shall cease its performance. Contractor shall also, at City's direction, either suspend or assign to City any of its open or outstanding subcontracts or purchase orders.

3. In the event City directs a suspension of performance under this Article 17, through no fault of Contractor, and provided Contractor submits a proper claim as provided in this Contract, City shall pay Contractor as full compensation for such suspension Contractor's reasonable costs, actually incurred and paid, of:

(a) demobilization and remobilization, including such costs paid to Subcontractors;
(b) preserving and protecting Construction Work in place;
(c) storage of materials or equipment purchased for the Project, including insurance thereon; and
(d) performing in a later, or during a longer, time frame than that contemplated by this Contract.

4. If City lifts the suspension it shall do so in writing, and Contractor shall promptly resume performance of the Contract unless, prior to receiving the notice to resume, Contractor has exercised its right of termination as provided herein.

5. City reserves the right, for any reason whatsoever (including, but not limited to, the City's failure to appropriate funding for this Contract), or without reason, terminate performance under the Contract by Contractor for convenience. City shall give thirty (30) calendar days advance written notice of termination for convenience to Contractor. Contractor shall incur no further obligations in connection with the Contract and Contractor shall stop Work when such termination becomes effective. Contractor shall also, at City's direction, either

terminate or assign to City outstanding orders and subcontracts. Contractor shall settle the liabilities and claims arising out of any terminated subcontracts and orders. City may direct Contractor to assign Contractor's right, title and interest under terminated orders or subcontracts to City or its designee. Contractor shall transfer title and deliver to City such completed or partially completed Design Documents (if any), Construction Work and materials, equipment, parts, fixtures, information and Contract rights as Contractor has.

6. When terminated for convenience, Contractor shall be compensated as follows:

(a) Contractor shall submit a termination claim to City specifying the amounts believed to be due because of the termination for convenience together with costs, pricing or other data required by City. If Contractor fails to file a termination claim within three (3) months from the effective date of termination, City shall pay Contractor an amount derived in accordance with Subparagraph (c) below;

(b) City and Contractor may agree to the compensation, if any, due to Contractor under this paragraph;

(c) Absent agreement to the amount due to Contractor, City shall pay Contractor, as full compensation for termination for convenience, the following amounts:

(i) the Cost of the Construction Work and Services, as defined and allowed by to the extent incurred or paid prior to receipt by Contractor of the notice of termination;

(ii) such portion of Work which is completed and unpaid as of the date of receipt by Contractor of the notice of termination; and

(iii) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders hereinabove. These costs shall not include amounts paid in accordance with other provisions of this Contract. In no event shall Contractor be entitled to recover lost profits or other incidental or consequential damages from City on account of a termination for convenience, or an erroneous termination for cause as described below.

7. If Contractor does not perform the Construction Work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise commits a violation of a material provision of the Contract, then City may by written notice to Contractor, without prejudice to any other right or remedy against Contractor or others, terminate the performance of Contractor and take possession of the Project site and of all materials and equipment at the site and may finish the Construction Work by whatever methods it may deem expedient. In such cases, Contractor shall not be entitled to receive any further payment until the Construction Work is finished.

8. In the event the employment of Contractor is terminated by City for cause and it is subsequently determinedly a court or other tribunal of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under this Paragraph and the provisions of this Paragraph regarding compensation shall apply.

ARTICLE 18
INDEMNITY

1. To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold City, its elected officials, officers, agents and employees, harmless for, from and against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Contractor's breach of any of the terms or provisions of this Contract, or by any negligent, grossly negligent or strictly liable act or omission of Contractor, its officers, agents, or employees, in the performance of this Contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of City, its elected officials, officers, agents, employees or separate contractors. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

ARTICLE 19
INSURANCE AND BONDS

1. Concurrently with the execution of the Contract, the Contractor shall furnish the City of Buckeye a certificate of insurance on a standard insurance industry ACORD form. The ACORD form shall be issued by an insurance company authorized to transact business in the State of Arizona.

2. Contractor, subcontractors and subconsultants shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

3. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

4. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, subcontractors or subconsultants and Contractor is free to purchase such additional insurance as may be determined necessary.

5. Minimum Scope And Limits Of Insurance. Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.

(a) Commercial General Liability-Occurrence Form Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

General Aggregate	$2,000,000
Products-Completed Operations Aggregate	$1,000,000
Personal & Advertising Injury	$1,000,000
Each Occurrence	$1,000,000

The policy shall be endorsed to include the following additional insured language: "The City of Buckeye shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor."

(b) Automobile Liability- Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract

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

The policy shall be endorsed to include the following additional insured language: "The City of Buckeye shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor" including automobiles owned, leased, hired or borrowed by the Contractor."

(c) Workers Compensation and Employers Liability

Workers Compensation	Statutory
Employers' Liability	
Each Accident	$ 100,000
Disease-Each Employee	$ 100,000
Disease-Policy Limit	$ 500,000

The policy shall contain a waiver of subrogation against the City of Buckeye.

(d) Professional Liability

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

(i) The required professional liability coverage must cover work done or to be done or on the behalf of the Contractor.

(ii) In the event that professional liability insurance required by this Contract is written on a "claims made" basis, coverage shall be maintained for two years past completion and acceptance of the Work or services required by this Contract.

(iii) Should any Delivery Order include the services of design as an integral part of the work, any professional liability shall specifically delete any design-build or similar

exclusions that could compromise coverage's because of the design-build delivery of the Project.

(e) Umbrella/Excess Liability: Umbrella/Excess Liability insurance with a limit of not less than $5,000,000 per occurrence combined limit Bodily Injury and Property Damage, that "follows form" and applies in excess of the Commercial General Liability, Automobile Liability, and Employer's Liability, as required above.

6. Additional Insurance Requirements. The policies shall include, or be endorsed to include, the following provisions:

(a) On insurance policies where the City of Buckeye is named as an additional insured, the City of Buckeye shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

(b) The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

(c) Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

7. Subconsultant's and Subcontractor's Insurance. Contractor's certificate(s) shall include all subcontractors as additional insureds under its policies or subcontractors shall maintain separate insurance as determined by the Contractor, however, subcontractor's limits of liability shall not be less than $1,000,000 per occurrence / $2,000,000 aggregate. All coverage's for subcontractors and subconsultants shall be appropriate to cover all of its work performed herein.

8. Notice Of Cancellation. Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given, by certified mail, return receipt requested to:

Christopher A. Williams
Manager, Construction and Contracting
City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326

9. Acceptability Of Insurers. Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with an A. M. Best's rating of no less than A -. The City in no way warrants that the above required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

10. Verification of Coverage:

(a) Contractor shall furnish the City Certificates of Insurance (ACORD form or equivalent approved by the City) and with original endorsements effecting coverage as required by this Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. *Any policy endorsements that restrict or limit coverages shall be clearly noted on the certificate of insurance.*

(b) All certificates and endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to the earlier of commencement of work under this Contract or the signing of 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.

(c) All certificates of insurance required by this Contract shall be sent directly to the City of Buckeye, Manager of Construction and Contracting. The contract number and project description shall be included on the Certificates of Insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract, at any time.

11. Approval. Any modification or variation from the insurance requirements in this Contract shall be approved by the City, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

12. Bonds and Other Performance Security. Contractor shall provide the following performance bond and labor and material payment bond:

(a) Prior to execution of this Contract, the Contractor must provide a performance bond and a labor and materials bond, each in an amount equal to the amount of initial Contract Price designated for construction services set forth in each Delivery Order.

(b) 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 City of the Arizona Department of Insurance. A copy of the Certificate of Authority shall accompany the bonds. The Certificate shall have been issued or updated within two years prior to the execution of the Contract.

(c) The bonds shall be made payable and acceptable to the City of Buckeye.

(d) The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the state of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of Power of Attorney of the signing official. If one Power of Attorney is

submitted, it shall be for twice the total Contract amount. If two Powers of Attorney are submitted, each shall be for the total Contract amount. Personal or individual bonds are not acceptable.

(e) Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

(f) All bonds submitted for this project shall be provided by a company which has been rated "A- or better" by the A.M. Best Company.

13. Approval, disapproval or failure to act by City regarding any insurance supplied by Contractor or its Subcontractors shall not relieve Contractor of full responsibility or liability for damages, errors, omissions or accidents as set forth in this Contract. Neither the bankruptcy or insolvency of Contractor's insurer nor any denial of liability by Contractor's insurer shall exonerate Contractor from the liability or responsibility of Contractor set forth in this Contract.

ARTICLE 20
CANCELLATION UNDER A.R.S. § 38-511

1. This Contract may be cancelled pursuant to the terms of Arizona Revised Statutes Section 38-511, as amended.

ARTICLE 21
GIFT TO PUBLIC SERVANT

1. City may terminate this Contract immediately if Contractor has offered, conferred, or agreed to confer any benefit upon a City of Buckeye employee or official that the City of Buckeye employee or official is prohibited by law from accepting.

2. For purposes of this section, "benefit" means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law.

3. Notwithstanding any other legal remedies, City may require Contractor to remove any employee of Contractor from the Project who has violated the restrictions of this section or any similar state or federal law, and obtain reimbursement for any expenditures made to Contractor as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

ARTICLE 22
NONDISCRIMINATION

1. As a condition of this Contract, Contractor covenants that Contractor will take all necessary actions to insure that, in connection with any work under this Contract, Contractor, his associates and subcontractors, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or handicap unrelated to job performance, either directly, indirectly or through contractual or other arrangements. Contractor shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12101-12213, as amended. In this regard, Contractor shall keep, retain and safeguard all records relating to this Contract or work performed hereunder for a minimum period of three (3) years from final Contract completion, with full access allowed to authorized representatives of City, upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

2. Subject to existing law, and regulations, illegal or undocumented persons will not be employed by the Contractor for any work or services to be performed pursuant to this contract. The Contractor will ensure that this provision is expressly incorporated into any and all subcontracts or subordinate agreements issued in support of this contract. Contractor shall notify the City upon the selection and agreement with any sub-contractor, and shall notify the City prior to any subcontractor being on site doing work. Contractor agrees to comply with the provisions of section 274A(a)(1)(A) and 274A(a)(2) of the Immigration and Nationality Act (8 U.S.C.1324a(a)(1)(A), 1324a(a)(2)) (the "INA employment provisions"), and any amendments thereto, prohibiting the unlawful employment of illegal or undocumented persons. Under the terms of this agreement, the Contractor shall not knowingly hire or employ for any work performed pursuant to this contract any workers or employees not lawfully authorized to work in the United States under the provisions of the Immigration and Nationality Act or any other applicable federal or state laws. Violation of the provisions of this section shall be deemed a material breach of this Contract.

ARTICLE 23
MISCELLANEOUS PROVISIONS

1. This Contract shall be governed by the laws and court decisions of the State of Arizona. This Contract is performed in Maricopa County, Arizona, and exclusive venue for the enforcement of rights or legal obligations under this Contract shall be in Maricopa County, Arizona.

2. This Contract shall be binding upon and inure to the benefit of the parties to this Contract and their respective successors and, except as otherwise provided in this Contract, their assigns.

3. Contractor shall not assign this Contract, or any part of this Contract, without prior written consent of City.

4. All notices, communications, and reports required or permitted under this Contract shall be personally delivered or mailed to the respective parties by depositing same in the United States mail, postage prepaid, at the addresses shown below, unless and until either party is otherwise notified in writing by the other party, at the following addresses. Mailed notices shall be deemed communicated as of five days after mailing.

If intended for City, to:

Christopher A. Williams
Manager, Construction and Contracting
City of Buckeye
530 E. Monroe Ave.
Buckeye, Arizona 85326
Phone: (623) 349-6225

If intended for Contractor, to:

Regional Pavement Maintenance of Arizona, Inc.
ATTN: Joseph P. DiGiugno
2435 S. 6th Avenue
Phoenix, AZ 85003
Phone: (623) 640-1800

5. No information relative to the existence or the details of the Design Services or the Construction Work shall be released by Contractor, either before or after completion of the Project, for publication, advertising or any commercial purposes without City's prior written consent.

6. In the event that any portion or any portions of this Contract are held to be unenforceable by a court of competent jurisdiction, then the remainder of this Contract shall be enforced as though such portions had not been included, unless to do so would cause this Contract to fail of its essential purposes.

7. This Contract, with all Exhibits and incorporated or referenced attachments, and any Delivery Order, together with Contractor's and Surety's performance and payment bonds for the Project, constitute the entire and exclusive agreement between City and Contractor with reference to the Project. This Contract supersedes any and all prior documents, discussions, communications, representations, understandings, negotiations or agreements by and between the parties.

8. If the City Council does not appropriate funds to continue this Contract in to a subsequent fiscal year, and pay for charges hereunder or under any current Delivery Order for a Project that extends into a new fiscal year, the City may terminate this Contract at the end of the current fiscal period, or at the time that funds are no longer available to meet the City's payment obligations hereunder. The City agrees to give written notice of termination to the Contractor at least thirty (30) days prior to any termination for a lack of funds and will pay to

the Contractor all approved charges incurred prior to Contractor's receipt of such notice, subject to the availability of funds therefore.

ARTICLE 24
E-VERIFY

1. E-Verify Requirements. To the extent applicable under Arizona Revised Statute § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under Arizona Revised Statute § 23-214(A). The Contractor or subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Contract and may result in the termination of the Contract by the Town of Buckeye. The Town of Buckeye retains the legal right to randomly inspect the papers and records of the Contractor or subcontractor employee who work on the Contract to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty.

2. The Contractor and its subcontractors warrant to keep the papers and records open for random inspection during normal business hours by the Town. The Contractor and its subcontractors shall cooperate with Town's random inspections including granting the Town's entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

[Signature Pages to Follow]

"City"

CITY OF BUCKEYE, ARIZONA,
an Arizona municipal corporation

Jackie A. Meck, Mayor

ATTEST:

Lucinda Aja, City Clerk

APPROVED AS TO FORM:

Scott W. Ruby, City Attorney

RECOMMENDED:

Christopher A. Williams, Manager
Construction & Contracting Division

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)
County of Maricopa)

On this 4th day of March, 2014, before me personally appeared **Jackie A. Meck**, the Mayor of the CITY OF BUCKEYE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he or she signed the above/attached document.

(Affix notary seal here)

Lucinda J. Aja
Notary Public
State of Arizona
County of Maricopa
Commission Expires 01-18-18

Notary Public

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)
County of Maricopa)

On this ____ day of _____, 2014, before me personally appeared **Jackie A. Meck**, the Mayor of the CITY OF BUCKEYE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he or she signed the above/attached document.

(Affix notary seal here)

_____
Notary Public

"Contractor"

REGIONAL PAVEMENT MAINTENANCE OF ARIZONA, INC.,
an Arizona corporation

By: _____
Name: JOSEPH P. DIGIUSTO
Title: PRESIDENT

ACKNOWLEDGEMENT

STATE OF ARIZONA)
)
County of Maricopa)

On this 5 day of FEBRUARY, 2014, before me personally appeared JOSEPH P. DIGIUSTO, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

(Affix notary seal here)

_____
Notary Public

DEBRA V. MARION
Notary Public - Arizona
Maricopa County
My Commission Expires
May 1, 2015

Search Time:
5/9/2018 7:22:41 AM

File Number:
11200759

Corporation Name:
REGIONAL PAVEMENT MAINTENANCE OF ARIZONA, INC.

Corporate Status Inquiry

This Corporation is in Good Standing

This information is provided as a courtesy and does not constitute legally binding information regarding the status of the entity listed above. To obtain an official Certificate indicating that the entity is in good standing click on Print Certificate and follow printing instructions. To re-print a previously generated Certificate of Good Standing click Reprint Certificate.

Print Certificate (/GoodStanding/PrintInstructions?corpId=%2011200759)

Reprint Certificate (/GoodStanding/Reprint?corpId=%2011200759)

Return to Corporate Details (/Details/Corp?corpId=%2011200759)

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TOWN OF FLORENCE, ARIZONA
CONTRACT FOR COOPERATIVE USE OF CITY OF BUCKEYE
SOLICITATION/CONTRACT NO. 2014-007 FOR JOB ORDER CONTRACT STREET MAINTENANCE SERVICES

THIS CONTRACT (the "Contract") is made and entered into effective as of the 15th day of October, 2018 ("Effective Date"), by and between the Town of Florence, Arizona (the "Town"), and Regional Pavement Maintenance of Arizona, Inc. (the "Contractor") and together with the Contract Documents referred to and incorporated herein, is the "resultant contract" contemplated in the City of Buckeye Solicitation/Contract No. 2014-007 for Job Order Contract Street Maintenance, dated March 4, 2014, and Change Order Nos.1 through 6. The Town and the Contractor are sometimes referred to in this Contract collectively as the "Parties" and each individually as a "Party".

1. **SCOPE OF WORK**: The Contractor shall provide the Town the materials and services described in the attached scope of materials and services set forth in **Exhibit "1"** ("Services"). The Contractor shall provide the Services in accordance with the schedule attached in **Exhibit "1**", and the Contract Documents, including all exhibits to the Master Contract including but not limited to any Standard Terms and Conditions and Detailed Specifications. Contractor agrees, at its own cost and expense, to do all of the work and furnish all of the equipment, personnel and materials necessary to provide, in a good and substantial manner and to the satisfaction of the Town, the Services.

2. **PRIORITY OF DOCUMENTS**. It is further expressly agreed by and between the parties that should there be any conflict between the terms of this Contract and the Contractor's Proposal, then this Contract and the provisions of the Contract Documents shall control and nothing herein shall be considered as an acceptance of the terms of the said Proposal conflicting herewith or the Master Contract, unless expressly stated herein.

3. **INCORPORATION**: For and in consideration of this Contract and other good and valuable consideration, the Contractor agrees that the master cooperative solicitation/contract (the City of Buckeye Solicitation/Contract No. 2014-007 for JOC Street Maintenance, dated March 4, 2014, and Job Order Contract Between City of Buckeye and Regional Pavement Maintenance of Arizona, Inc. Contract Number: 2014-007) is in full force and effect, and all terms and conditions of the Master Contract are incorporated by reference into this Contract, creating an agreement identical in terms between the Town and Contractor. In the Master Contract, the terms: "City", "City of Buckeye", shall be deemed to be and refer to the Town of Florence; the terms: "Maricopa County", shall be deemed to be and refer to Pinal County; the terms: "Manager of Construction and Contracting", shall be deemed to be and refer to the Florence Public Works Director, Town of Florence, 425 E. Ruggles Street, Florence, AZ 85132; and the terms: "Respondent", or "Contractor," or "Job Order Contractor", or "Regional Pavement

Maintenance of Arizona, Inc." shall be deemed to be and refer to the Contractor under this Contract.

4. **CONTRACT DOCUMENTS**: This Contract consists of the following contract documents, which by reference are incorporated herein:
   A. This signed Contract.
   B. The solicitation Documents for the City of Buckeye Solicitation/Contract No. 2014-007 for JOC Street Maintenance, dated March 4, 2014, between the City of Buckeye and Regional Pavement Maintenance of Arizona, Inc., including, but not limited to: Instructions, Fee Schedules; Notices; Checklists; Requirements for Proposers; General Conditions; Special Conditions; Scope of Work; Work Schedule; Certificates of Compliance; Warranties for Work; Work Forms; Attachments; Price Sheets; Questionnaires; Response Forms; Specifications and Pricing Sheets; Special Provisions and Specifications; Technical Provisions and Specifications; Schedules; Cooperative Authorizations; Exhibits; **Contract No. 2014-007, Change Order No.1** dated August 14, 2014, and Change Orders No. 2, 3,4 5, 6 (the "Contract Documents" or "Master Contract").

5. **CONTRACT PRICING**: Contract pricing shall be consistent with the Contract Documents and Contractor's Proposal and is listed in **Exhibit "1"** (Price Sheet), and shall not exceed **$755,544.80**.

6. **TERM OF CONTRACT**: The term of this Contract shall be from the Effective Date through satisfactory completion of the Services or delivery of Goods and acceptance of the Services and/or Goods by the Town. Time is of the essence to the terms of this Contract.

7. **COMPLIANCE WITH FEDERAL AND STATE LAWS**.
   A. The Contractor 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.

   B. Under the provisions of A. R. S. § 41-4401, Contractor hereby warrants to the Town that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A. R. S. § 23-214 (A) (hereinafter "Contractor Immigration Warranty").

   C. A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the Town.

   D. The Town retains the legal right to inspect the papers of any contractor or subcontractor's employee who works on this Contract to ensure that the contractor or subcontractor is complying with the Contractor Immigration

Warranty. Contractor agrees to assist the Town in regard to any such inspections.

E. The Town may, at is sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the Town in regard to any random verifications performed.

F. Neither the Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by section 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A. R. S. § 23-214, Subsection A.

G. The provisions of this Section must be included in any contract the Contractor enters into with any and all of its subcontractors who provide Services under this Contract 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.

8. **METHOD OF PAYMENT**. Method of payment shall be set forth in **Exhibit "1"**. If payment is to be made monthly, Contractor shall prepare monthly invoices and progress reports which clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices shall be for Services completed or Goods accepted by the Town.

9. **TERMINATION**. Town may terminate this Contract, or any part thereof for its sole convenience, at any time without penalty or recourse. Contractor shall receive payment for Services or Goods satisfactorily completed and accepted by Town, as determined by Town in its reasonable discretion, based on the Goods and/or Services requirements and schedule for payment.

10. **INDEPENDENT CONTRACTOR**. It is understood that Contractor shall be an independent contractor with respect to Services and/or Goods provided under this Contract, and shall not be deemed to be a partner, employee, joint venture, agent, or to have any other legal relationship with Town.

11. **Notices**. Any notice to be given under this Contract shall be in writing, shall be deemed to have been given when personally served or when mailed by certified or registered mail, addressed as follows: Town: Town of Florence, Town Clerk, 775 N. Main Street, PO Box 2670, Florence, AZ 85132; and Contractor: Regional Pavement Maintenance of Arizona, Inc. Attn: Joseph P. DiGiugno, Donald A. Loose, 11240 N. Tatum BLVD # 110 Phoenix, AZ 85028.

12. **INDEMNIFICATION**. To the fullest extent permitted by law, the Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the Town of Florence, its Mayor and Council members, its agents, officers, officials, representatives and employees, from and against all demands, claims proceedings, suits, damages, losses and expenses (including but not limited to attorney's fees, court costs, expert witnesses expenses and the costs of appellate proceedings), and all claim adjustment and handling expenses, relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, Goods or Services of the Contractor, its agents, employees or any tier of Contractor's subcontractors related to the Goods or Services in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify Town of Florence, its Mayor and Council members, its agents, officers, officials, representatives and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting therefrom, caused by Contractor's acts, errors, mistakes, omissions, Goods, Services in the performance of this Contract including any employee of the Contractor, any tier of Contractor's subcontractors or any other person for whose acts, errors, mistakes, omissions, Goods, Services the Contractor may be legally liable.

13. **WARRANTY**. Contractor warrants that the Goods and Services will conform to the requirements of this Contract. Additionally, Contractor warrants that all Services will be performed in a good, workman-like and professional manner. The Town's acceptance of Goods or Services provided by Contractor shall not relieve Contractor from its obligations under this warranty. If any Goods or Services are of a substandard or unsatisfactory manner as determined by the Town, Contractor, at no additional charge to the Town, will provide Goods or redo such Services until they are in accordance with this Contract and to the Town's reasonable satisfaction. Unless otherwise agreed, Contractor, warrants that Goods will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least two (2) years unless otherwise specified, and will perform in accordance with manufacturer's published specifications.

14. **PURCHASING POLICY**. The Town of Florence Town Code and Purchasing Policy govern this procurement and are incorporated as part of this Contract by this reference.

15. **GOVERNING LAW**. This Contract shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the laws of the State of Arizona, without reference to choice of law or conflicts of laws principles thereof. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Contract shall be Pinal County, Arizona.

16. **PROHIBITED BOYCOTT**. Pursuant to A.R.S. § 35-393.01, the Contractor, by execution of this Contract, certifies that it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of Israel.

IN WITNESS WHEREOF, the Parties have executed this Contract effective as of the Effective Date set forth above.

TOWN OF FLORENCE, A municipal corporation

By: _____ Date:_____
Tara Walter, Mayor

ATTEST:

_____
Lisa Garcia, Town Clerk

Approved AS TO FORM:

_____
Clifford L. Mattice, Town Attorney

CONTRACTOR

By: _____ Date:_____

Its: _____

Exhibit 4
Approved Bid Tab

own of Florence Bid Tabulation Sheet

General Ledger Account Number:	012-581-507
Date Prepared:	9/25/2018
Prepared By:	Susan Jonas

s)
er $5,000 bids attached)

Title of Bid:

Open Date:

Close Date:

Item(s) (Include quality, Brand, Model & Color): **CIP T-60 E. 1ST STREET PAVEMENT, USE OF CITY OF BUCKEYE JOC CONTRACT 2014-007 (EXPIRES 3/13/2019)**

	VENDORS		Payment Terms (Discount)	Availability	Who Pays Shipping?	Unit Price	Extended Price	Comments
1	Name:	Regional Pavement Maintenance						USE OF CITY OF BUCKEYE CONTRACT 2014-007 P1987 $573,741.37 P1985 $55,879.30 20& CONTINGENCY $125,926.13 TOTAL AMOUNT $755,544.80
	Address:	2435 S 6th Avenue			Tax:			
		Phoenix, AZ 85003			Freight:			
	Contact:	Allen Conway					$755,544.80	
	Phone:	480-963-3416	Fax:	480-963-3417				
	Email:	allen@Regionalpavement.com		Date Notified of Decision:				
	Quote #:	P1987 / P1985	REQ # :		PO #:			
	Received:	9.21.2018	Expires:					
2	Name:							
	Address:				Tax:			
					Freight:			
	Contact:						$ -	
	Phone:		Fax:					
	Email:			Date Notified of Decision:				
	Quote #:		REQ # :		PO #:			
	Received:		Expires:					
3	Name:							
	Address:				Tax:			
					Freight:			
	Contact:							
	Phone:		Fax:					
	Email:			Date Notified of Decision:				
	Quote #:		REQ # :		PO #:			
	Received:		Expires:					

Attach additional page(s), if necessary.

Vendor Selected: REGIONAL PAVEMENT MAINTENANCE

Justification (if not lowest bid.): CITY OF BUCKEYE JOC CONTRACT # 2014-007

Department Head Approval:		Date: 9/25/18
Finance Director Approval:		Date: 9-28-18
Town Manager Approval:		Date: 9/28/18

Exhibits Attached:	REGIONAL PAVEMENT - PROPOSAL P1987 - SCOPE OF WORK
	REGIONAL PAVEMENT - PROPOSAL P1987 - SCOPE OF WORK
	DRAFT - RCA FOR 10.1.2018 COUNCIL MEETING

If over $24,999, must go to Town Council for approval.

Attach this approved form to purchase request with written quotes, if applicable.

	TOWN OF FLORENCE COUNCIL ACTION FORM	**AGENDA ITEM** 11c

MEETING DATE: October 15, 2018

DEPARTMENT: Public Works

STAFF PRESENTER: Christopher A. Salas, Public Works Director/Town Engineer

SUBJECT: Apache Underground & Excavating, LLC Contract for Florence 12" Waterline Augmentation Phase 2 Project

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

☐ **Other**

STRATEGIC PLAN REFERENCE:

☒ Community Vitality ☒ Economic Prosperity ☐ Leadership and Governance
☐ Partnership and Relationships ☒ Transportation and Infrastructure
☐ Statutory ☐ None

RECOMMENDED MOTION/ACTION:

Approval of awarding a contract to Apache Underground & Excavating, LLC, to do work associated with the Community Development Block Grant water line replacement project in an amount not to exceed $632,625.00.

BACKGROUND/DISCUSSION:

The Town of Florence, through a Community Development Block Grant (CDBG) from the State of Arizona Department of Housing (ADOH).

This partially federally funded project consists of a water line improvement project as follows:

Install approximately 3,000 linear feet (LF) of water line improvements in the Town of Florence, Arizona along Ruggles Street, from N. Park Street to N. Phoenix Street, then south on N. Phoenix Street to 12th Street, west on 12th Street and south on N. Warner Street to Butte Avenue.

The improvements include for replacement of six-inch PVC or DIP pipe, installation of connections to existing system, installation of valves, fire hydrants, tapping sleeves, and concrete encased sewer line and replacement of curb, sidewalk and asphalt as necessary.

The fixed fee proposed for this project has been advertised and posted in a formal bidding process, negotiated by staff and compared to six independent estimates prepared by six separate companies.

Services will be obtained following the Town's Purchasing Policy, Section 5.63 Purchases of 25,000 or More (specifically, 5.6321 of Vendor Selection).

5.632 Vendor Selection

5.6321 Alternative purchase methods are identified if approved by necessity or by the Town Manager as indicated by Emergency/Sole Source Purchase, cooperative purchase, state contract or any other method authorized. The Finance Director reviews for budget availability and bidding procedures. The Town Manager reviews for need.

4.12 Purchasing Policy

Department Heads must approve all purchases regardless of dollar value. This does not preclude the Department Head from obtaining the necessary approval from the Town Manager and/or Town Council, nor does this allow them to have signature authority on contracts. The Town Manager has signature authority on purchases up to $24,999. Town Council is required on any purchases of $25,000 or more.

A VOTE OF NO WOULD MEAN:

A vote of no would delay the project and the loss of the Community Development Block Grant.

A VOTEOF YES WOULD MEAN:

A vote of yes would allow the Town to move forward on the project.

FINANCIAL IMPACT:

The project amount shall not exceed $632,625 (Bid: $550,110 plus a 15% Town contingency of $82,515.00).

ATTACHMENTS:

Exhibit 1 – Bid Advertisement
Exhibit 2 – Invitation to Bid
Exhibit 3 – Addendums 1-5
Exhibit 4 – Approved Bid Tabulation
Exhibit 5 – Apache Underground Bid Response
Exhibit 6 – Construction Contract

TOWN OF FLORENCE

PUBLIC NOTICE

Florence 12-inch Water Line Augmentation Phase 2 Project

Ruggles Street, Florence, AZ

The Town of Florence hereinafter referred to as "Town", through a Community Development Block Grant (CDBG) from the State of Arizona Department of Housing (ADOH) will accept bids from qualified firms or individuals with a minimum of a B-2 commercial license as registered with the Arizona Registrar of Contractors to perform the following services:

Project Description

This federally funded project consists of a water line improvement project as follows:

Install approximately 3,000 LF of water line improvements in the Town of Florence, Arizona along Ruggles Street from North Park Street to North Phoenix Street then south on North Phoenix Street to 12th Street, west on 12th Street and south on North Warner Street to Butte Avenue. The improvements include replacing 6-inch pipe with 12-inch PVC or DIP pipe. Install connections to existing system. Install valves, fire hydrants, tapping sleeves, and concrete encased sewer. Replace curb, sidewalk and asphalt as necessary.

Objective/Scope of Work

The contractor shall furnish all materials, labor, equipment, services, transportation and perform all the work for the Town's project known as the Florence 12-inch Water Line Augmentation Phase 2 Project for the Town of Florence, Arizona as called for in the Specifications and Drawings. The proposer should prepare a detailed time schedule for completion. The successful proposer will be required to lend all possible assistance in the preparation, investigation and documentation necessary for compliance with all applicable federal Labor Standards/Davis-Bacon and other requirements of ADOH. The successful proposer should be prepared to comply with all local, state and federal safety and environmental requirements. The project shall be accomplished in accordance with all federal program and state statutory requirements to include 2 CFR 200, Executive Orders and the Arizona Administrative Code.

Proposals

To be considered, one (1) original and two (2) copies of the proposal must be provided and in accordance with the Instructions to Bidders included in the bid package.

Sealed bids will be received in the office of the **Town Clerk, Florence Town Hall, 775 North Main Street until 1:00 p.m., on Thursday, September 20, 2018**, at which time all bids received will be opened and the amount of the total bid and alternates read aloud. Failure of the proposer to complete all bid documents may result in rejection of the proposal. All bids should be

identified as **"Sealed Proposal - Florence 12-inch Water Line Augmentation Phase 2 Project".**

A bid security in the form of a certified check, cashier's check or bid bond in the amount **of ten percent (10%)** of the bid shall accompany each proposal. Bonding companies issuing acceptable bonds in conjunction with this project must hold a certification of authority to transact surety business in Arizona as issued by the Director of the Department of Insurance. All bid security shall be made payable, without condition, to the Town of Florence. Said bid security shall be considered liquidated damages and shall be forfeited to the Town of Florence in the event the proposal is accepted and the successful bidder fails to execute the contract and furnish the required bonds within ten (10) working days after the notice of bid award.

The Town will conduct a mandatory pre-bid conference and site inspection on **Monday, September 10, 2018** beginning at **10:00 a.m.** Interested bidders should meet at the Florence Town Hall, 775 North Main Street, Florence, AZ which is accessible to persons with disabilities. Individuals with special accessibility needs may contact the Town of Florence ADA Coordinator at (520)868-7574 or TDD: (520)868-7502 at least seventy-two (72) hours prior to the meeting.

For additional information on plan and spec review locations and how to obtain plans and specifications, as well as additional bidding procedures contact: **Project Manager, Timm Wainscott, Town of Florence, Post Office Box 2670, Florence, AZ 85132; phone number: (520)868-7617; TDD: (520) 868-7502 or e-mail: susan.jonas@florenceaz.gov.**

The Town of Florence reserves the right to accept the lowest, responsible bid; to consider alternatives; to reject any or all bids; and to waive irregularities of information in any bid. Bids received after the specified time of closing will be returned unopened. The Town of Florence also reserves the right to hold any or all bids for a period of thirty (30) days after the date of opening. Bidders will not be allowed to withdraw submitted bids during the thirty (30) day period.

The Town of Florence is an Affirmative Action/Equal Opportunity Employer

INVITATION TO BID

TOWN OF FLORECE
FLORENCE 12-INCH WATER LINE AUGMENTATION PHASE 2 PROJECT
RUGGLES STREET, FLORENCE, AZ

The Town of Florence hereinafter referred to as “Town”, through a Community Development Block Grant (CDBG) from the State of Arizona Department of Housing (ADOH) will accept bids from qualified firms or individuals with a minimum of a B-2 commercial license as registered with the Arizona Registrar of Contractors to perform the following services:

Project Description

This federally funded project consists of a water line improvement project as follows:

Install approximately 3,000 LF of water line improvements in the Town of Florence, Arizona along Ruggles Street from North Park Street to North Phoenix Street then south on North Phoenix Street to 12th Street, west on 12th Street and south on North Warner Street to Butte Avenue. The improvements include replacing 6-inch pipe with 12-inch PVC or DIP pipe. Install connections to existing system. Install valves, fire hydrants, tapping sleeves, and concrete encased sewer. Replace curb, sidewalk, asphalt, and customer service lines as necessary.

Objective/Scope of Work

The contractor shall furnish all materials, labor, equipment, services, transportation and perform all the work for the Town's project known as the Waterline Improvement Project for the Town of Florence, Arizona as called for in the Specifications and Drawings. The proposer should prepare a detailed time schedule for completion. The successful proposer will be required to lend all possible assistance in the preparation, investigation and documentation necessary for compliance with all applicable federal Labor Standards/Davis-Bacon and other requirements of ADOH. The successful proposer should be prepared to comply with all local, state and federal safety and environmental requirements. The project shall be accomplished in accordance with all federal program and state statutory requirements to include 2 CFR 200, Executive Orders and the Arizona Administrative Code.

Proposals

To be considered, one (1) original and two (2) copies of the proposal must be provided and in accordance with the Instructions to Bidders included in the bid package.

Sealed bids will be received in the office of the **Town Clerk, Florence Town Hall, 775 North Main Street until 1:00 p.m., on Thursday, September 20, 2018**, at which time all bids received will be opened and the amount of the total bid and alternates read aloud. Failure of the proposer to

complete all bid documents may result in rejection of the proposal. All bids should be identified as **"Sealed Proposal - Florence 12-inch Water Line Augmentation Phase 2 Project".**

A bid security in the form of a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the bid shall accompany each proposal. Bonding companies issuing acceptable bonds in conjunction with this project must hold a certification of authority to transact surety business in Arizona as issued by the Director of the Department of Insurance. All bid security shall be made payable, without condition, to the Town of Florence. Said bid security shall be considered liquidated damages and shall be forfeited to the Town of Florence in the event the proposal is accepted and the successful bidder fails to execute the contract and furnish the required bonds within ten (10) workings days after the notice of bid award.

The Town will conduct a mandatory pre-bid conference and site inspection on **Monday, September 10, 2018**, beginning at **10:00 a.m**. Interested bidders should meet at the Florence Town Hall, 775 North Main Street which is accessible to persons with disabilities. Individuals with special accessibility needs, may contact the Town of Florence ADA Coordinator at (520) 868-7574 or TTY: (520) 868-7502 or e-mail: maria.hernandez@florenceaz.gov at least seventy-two (72) hours prior to the meeting.

The project shall be accomplished in accordance with all federal program and state statutory requirements to include Executive Orders, Administrative Rules and Regulations.

All questions about the meaning or intent of the bidding documents are to be submitted in writing by **Monday, September 10, 2018**. Any interpretations, clarifications, or other/additional information considered necessary by 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 by **Friday, September 14, 2018**.

Questions received after the due date may be answered at the sole discretion of the Town. Inquiries regarding the Invitation to Bid directed to persons other than the Town's designated representative may not be answered, and any answers received other than as set forth in the Invitation to Bid will not be binding upon the Town.

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 an employee, agent or officer of the Town. Addenda may be issued to clarify, correct, supplement, or change the bidding documents.

Receipt of Addenda shall be acknowledged by signing and returning the form included herein with the Invitation to Bid by the specified bid due date. Potential bidders are responsible for obtaining all Addenda relevant to this Invitation to Bid via the issuing office or other means.

Copies of the bidding documents, plans, specifications and contract documents may be obtained at the Office of the Town Clerk, Florence Town Hall, 775 North Main Street, Florence, AZ 85132; the Town of Florence Development Services Department, 224 W. 20th Street, Florence, AZ; and www.florenceaz.gov.

Correspondence, questions and/or clarifications of the **bidding procedure** should be directed to: Susan Jonas, Administrative Assistant, Town of Florence Development Services, Post Office Box 2670, Florence, AZ 85132; phone number: (520)868-7614; fax: (520)868-7546; or e-mail: susan.jonas@florenceaz.gov.

Correspondence, questions and/or clarifications concerning the **plans or specs** should be directed to: Project Manager, Timm Wainscott, Town of Florence Water Utilities Superintendent, Post Office Box 2670, Florence, AZ 85132; phone number: (520)868-7619; fax: (520) 868-7546; or e-mail: timm.wainscott@florenceaz.gov.

The Town of Florence reserves the right to accept the lowest, responsible bid; to consider alternatives; to reject any or all bids; and to waive irregularities or information in any bid. Bids received after the specified time of closing will be returned unopened. The Town of Florence also reserves the right to hold any or all bids for a period of *thirty (30)* days after the date of opening. Bidders will not be allowed to withdraw submitted bids during the *thirty (30)* day period.

The Town of Florence is an Affirmative Action/Equal Opportunity Employer

Instructions to Bidders

Submit one (1) original and two (2) copies of the bid which shall be sealed and filed at the time and place indicated in the Invitation to Bid. Bidders must adhere to the following:

1. Complete the Contractor's Qualification Statement, being certain to include the following information:
    a. Include information concerning the firm's experience in the past five (5) years in the construction of public facilities, specifically identifying projects funded with federal dollars subject to federal Labor Standards/Davis-Bacon. List the most representative projects. Be certain to include information on how to contact the owner as these references may be verified during the scoring process.
    b. Identify the project team (owner, construction supervisor, bookkeeper, etc.) and crew make-up by classification (carpenter, concrete finisher, laborer, etc.). Remember to submit short resumes of the key personnel.
    c. Provide a list of current major project commitments by the firm.
    d. Provide a minimum of three (3) credit references including company name, contact person, address and telephone number.
2. Utilizing the form provided, identify sub-contractors and material suppliers known when bid is submitted.
3. Provide a detailed timeframe for project completion.
4. Utilizing the form provided, submit the LS-2 Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements. This form is to be signed by the owner or corporate officer of the bidder.
5. Utilizing the form provided, submit the Certifications. This form is to be signed by the owner or corporate officer of the bidder.

Bid Security, Performance Bond and Payment Bond

The bid guarantee shall be in the form of a certified or cashier's check, upon a solvent bank or a surety bond for ten percent (10%) of the amount of the bid.

The contractor will be required to provide a Performance Bond and Payment Bond equal to one hundred (100%) percent of the contract amount. No substitution or other form of bond will be allowed.

Such bonds shall be executed solely by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona as issued by the Director of the Arizona Department of Insurance. Such bonds are not to be limited as to the time in which action may be instituted against the surety company. The bond(s) shall be made payable and

acceptable to the Town of Florence and shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this State, as required by law, and the bond(s) shall have attached thereto a certified copy of Power of Attorney of the signing official.

Insurance

The contractor shall purchase and maintain during the contract time insurance as listed in the contract. The contractor will be required to provide evidence of such insurance prior to issuance of the Notice to Proceed in a form acceptable to the Town of Florence.

The Certificate of Insurance shall name as additional insured the Town of Florence. As required by law, the Certificate of Insurance shall be provided by an insurance carrier(s) authorized to do business in the State of Arizona or countersigned by an agent of the carrier authorized to do business in the State of Arizona.

Additionally, the contractor will be required to purchase and maintain Worker's Compensation Insurance, including occupational disease provisions, for all employees at the site of the project. In case any work is sublet, the contractor shall require such sub-contractor similarly to provide Workers' Compensation Insurance, including occupational disease provisions, for all the latter's employees unless such employees are covered by the protection afforded by the Contractor.

COMPLETE THE FOLLOWING INSURANCE REQUIREMENTS AFTER CONSULTATION WITH LEGAL COUNSEL.

- Workers' Compensation (statutory)
- Protective Bodily Injury
- Personal Property
- Automobile Bodily Injury and Property Damage

Award of the Contract

The Town of Florence reserves the right to reject any and all bids and to award the contract to other than the low bidder with good cause. The Town further reserves the right to waive any informality or irregularities in the bidding process. Additionally, the bidder recognizes the right of the Town to reject a bid if the bidder failed to furnish the data required by the bidding documents or if the bid is in any way incomplete or irregular.

Each bidder shall be prepared to provide evidence of his/her experience, qualification and financial ability to carry out the terms of the contract.

All bids shall remain firm for a period of forty-five (45) calendar days after the date of the bid opening. Proposals may not be modified after submittal. Bidders may withdraw proposals at any time prior to bid opening. No proposal may be modified or withdrawn after the bid opening except where the award of the contract has been delayed more than thirty-one (31) days.

The contractor to whom the contract is awarded will be required to execute the contract and obtain the Performance Bond and Payment Bond within ten (10) calendar days from the date of receipt of the Notice of Award. The Notice of Award shall be accompanied by the necessary contract documents. If the bidder fails to execute the contract, the Town may consider the bidder in default, in which case the bid bond accompanying the proposal shall become the property of the Town. Contractors must have a current and valid SAM registration in order to be awarded a contract paid with federal funds.

Notwithstanding any delay in the preparation and execution of the formal contract, each bidder shall be prepared to commence work within seven (7) days of receipt of the Notice to Proceed.

Protest Procedure

Bid protests shall be submitted in writing to: Town Clerk, Town of Florence, 775 North Main Street, P. O. Box 2670, Florence, AZ 85132 within seventy-two (72) hours of bid award notification. Protests must contain at a minimum the name, address and telephone number of the protester, the signature of the protester or its representative and evidence of authority to sign; a detailed statement of the legal and factual grounds of the protest including copies of relevant data; and the form of relief requested. Within three (3) business days of receipt, and after consultation with legal counsel, ADOH, Project Manager or others, the Town will respond to the protest. The Town of Florence reserves the right to reject any or all bids; to waive irregularities of information in any bid; and/or to take any steps determined prudent in order to resolve the protest.

CONTRACTOR'S QUALIFICATION STATEMENT

The undersigned certifies under oath to the truth and correctness of all statements and of all answer to questions made hereinafter.

SUBMITTED TO:

ADDRESS:

SUBMITTED BY:
NAME:
DUNS NUMBER:
TAXPAYER/EMPLOYER ID NUMBER:
ADDRESS:

PRINCIPAL OFFICE:

- ☐ **Corporation**
- ☐ **Partnership**
- ☐ **Individual**
- ☐ **Joint Venture**
- ☐ **Other**

1. How many years has your organization been in business as a general contractor?

2. How many years has your organization been in business under its present business name?

   a. Under what other or former names has your organization operated?

3. If a corporation, answer the following:
   a. Date of incorporation
   b. State of incorporation
   c. President's name
   d. Vice-president's name(s)
   e. Secretary's name
   f. Treasurer's name

4. If an individual or a partnership, answer the following:
   a. Date of organization
   b. Name and address of all partners (state whether general or limited partnership)

5. If other than a corporation or partnership, describe organization and name principals.

6. List states and categories in which your organization is legally qualified to do business. Indicate registration or license numbers. List states in which partnership or trade name is filed.

7. We normally perform the following work with our own forces.

8. Have you ever failed to complete any work awarded to you? If so, note when, where and why.

9. Within the last five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a construction contract? If so, attach a separate sheet of explanation.

10. On a separate sheet, list major construction projects your organization has in process, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

11. On a separate sheet, list the major projects your organization has completed in the past five (5) years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

12. On a separate sheet, list the construction experience of the key individuals of your organization.

13. Trade references.

14. Bank references.

15. Name of bonding company and name and address of agent.

16. Attach a financial statement, audited if available, including contractor's latest balance sheet and income statement showing the following items:

    a. Current assets (i.e. cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses).

    b. Net fixed assets.

    c. Other assets.

    d. Current liabilities (i.e. accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes).

    e. Other liabilities (i.e. capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

    f. Name of firm preparing financial statement and date thereof.

    g. Is this financial statement for the identical organization named on Page One (1)?

    h. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (i.e. parent-subsidiary).

    i. Will this organization act as guarantor of the contract for construction?

17. Dated at _____
this _____ day of _____, 20_____.

Name of organization: _____

_____
By

_____
Title

18. _____ being duly sworn deposes and says that he/she is the _____ of _____ contractor(s) and that answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this _____ day of _____, 20_____.

_____
Notary Public

My commission expires: _____

BID PROPOSAL FORM
TOWN OF FLORENCE
FLORENCE 12-INCH WATER LINE AUGMENTATION PHASE 2
PROPOSAL FORM

PROJECT IDENTIFICATION: Public Works: Water Line Improvements

CONTRACT IDENTIFICATION AND NUMBER: 111-18

THIS BID IS SUBMITTED TO: Town of Florence
775 North Main Street
Florence, AZ 85132

1. The undersigned bidder proposes and agrees, if this bid is accepted, to enter into an agreement with the Town of Florence in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the other terms and conditions of the contract documents. Contractors must have a current and valid SAM registration in order to be awarded a contract paid with federal funds.

2. Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation, those dealing with the disposition of bid security. This bid will remain subject to acceptance for thirty (30) days after the day of bid opening. Bidder will sign and submit the contract with the bonds and other documents required by the bidding requirements within ten (10) days after the date of Notice of Award.

3. In submitting this bid, bidder represents, as more fully set forth in the contract, that:
   a. Bidder has examined copies of all of the bidding documents and of the following Addenda (receipt of which is hereby acknowledged):

Date	Addendum Number
_____	_____
_____	_____
_____	_____

   b. Bidder has familiarized himself/herself with the nature and extent of the contract documents, work, site, locality and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

c. Bidder specifies that the firm will not discriminate against employees or applicants for employment pursuant to the Governor's Executive Order 2009-9 and all other applicable state and federal laws, regulations and Executive Orders.

d. Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site. Bidder acknowledges that the Town does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the bidding documents with respect to underground facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this bid for performance and furnishing of the work in accordance with the times, price and other terms and conditions of the contract documents.

e. Bidder has correlated the information known to the bidder, information and observations obtained from visits to the site, reports and drawings identified in the contract documents and all additional examinations, investigations, explorations, tests, studies and data with the contract documents.

f. Bidder has provided the Town written notice of all conflicts, errors, ambiguities or discrepancies that bidder has discovered in the contract documents and the written resolution thereof by Town is acceptable to bidder and the contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work for which this bid is submitted.

g. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and bidder has not sought by collusion to obtain for himself/herself any advantage over any other bidder or over the *Town*.

4. Bidder will complete the work in accordance with the contract documents for the following price:

_____

5. Bidder agrees that the work will be fully completed and ready for final payment within **one hundred twenty *(120) calendar days*** after the date when the contract time commences.

6. Bidder accepts the provisions of the contract as to liquidated damages of ***$500 per day*** for each consecutive calendar day in the event of failure to complete the work within the times specified in the contract.
7. The following documents are attached to and made a condition of this bid:
   a. Required bid security in the form of _____
   b. Contractor Qualification Statement and supporting data
   c. Sub-contractor and Material Suppliers List
   d. Wage Rate Decision
   e. LS-2 Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements
   f. Certifications

8. Communications concerning this bid shall be addressed to:

   Name: _____

   Address: _____

   _____

   Phone: _____

Submitted on (date): _____

State Contractor License No: _____

Contractor DUNS No: _____

If bidder is:

An Individual

By (Signature of Individual):
Typed or Printed Name of Individual:
(dba):
Business Address:
Phone Number:

A Partnership

By (Firm's Name):
Signature of General Partner:
Typed or Printed Name of General Partner:
Business Address:
Phone Number:

A Corporation

By (Corporation's Name): **(Affix Seal)**
State of Incorporation:
Signature of Authorized Signer:
Typed or Printed Name of Authorized Signer:
Business Address:
Phone Number:

PROPOSAL CHECK LIST

- ☐ Proposal Form
- ☐ Bid Bond, Certified Check or Cashier's Check
- ☐ Contractor's Qualification Statement with Supporting Documents
  - ☐ List of Most Representative Projects (Davis-Bacon identified)
  - ☐ Identification of Project Team and Crew Make-up
  - ☐ Resumes of Key Personnel
  - ☐ List of Current Major Project Commitments
  - ☐ Financial Statements
  - ☐ Credit References
- ☐ Sub-contractor and Material Suppliers List
- ☐ LS-2 – Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements
- ☐ Certifications

CERTIFICATIONS

CIVIL RIGHTS

The undersigned is fully aware that this contract is wholly or partially federally funded, and further, agrees to abide by the:

Civil Rights Act of 1964, Title VI, as amended, that provides no person on the basis of Race, Color or National Origin shall be excluded from participation, denied program benefits or subjected to discrimination.

And, Civil Rights Act of 1968, Title VIII, as amended, will not discriminate in housing on the basis of Race, Color, Religion, Sex or National Origin.

And, Rehabilitation Act of 1973, Section 503, as amended, which prohibits discrimination against individuals with disabilities and requires government contractors to take affirmative action to employ and advance in employment qualified individuals with disabilities.

And, Housing and Community Development Act of 1974, Section 109, as amended, that no person shall be excluded from participation (including employment), denied program benefits or subjected to discrimination on the basis of Race, Color, National Origin, Sex, Age, Religion and Disability under any program or activity funded in whole or part under Title I (CDBG) of the Act.

And, Age Discrimination Act of 1975, as amended, that no person shall be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funds.

And, Americans with Disabilities Act of 1990, as amended, that no covered entity shall discriminate against a qualified individual on the basis of disability in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training and other terms, conditions and privileges of employment.

And, Executive Order 11063, that no person shall, on the basis of Race, Color, Religion, Sex or National Origin, be discriminated against in housing and related facilities provided with federal assistance or lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.

And, Executive Order 11246, as amended, that no person shall be discriminated against, on the basis of Race, Color, Religion, Sex, Sexual Orientation, Gender Identity or National Origin, in any phase of employment during the performance of federal or federally assisted construction contracts awarded to contractors or subcontractors who do over $10,000 in government business in one (1) year.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer, or is consistent with the contractor’s legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers'

representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971].

EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES - SECTION 503

(if contract $10,000 or over)

1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices including the following:

a. Recruitment, advertising and job application procedures;

b. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

c. Rates of pay or any other form of compensation and changes in compensation;

d. Job assignments, job classifications, organizational structures, position descriptions, lines of progression and seniority lists;

e. Leaves of absence, sick leave or any other leave;

f. Selection and financial support for training including apprenticeship, professional meetings, conferences and other activities and selection for leaves of absence to pursue training;

g. Activities sponsored by the contractor including social or recreational programs; and

h. Any other term, condition or privilege of employment.

2. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

3. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (i.e. providing Braille or large print versions of the notice or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the Contractor, a Contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the Contractor provides computers, or access to computers, that can access the electronic posting to such employees or the Contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the Contractor to notify job applicants of their rights if the Contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment and shall not discriminate against individuals with physical or mental disabilities.
6. The Contractor must include the provisions of this clause in every subcontract or purchase order in excess of $10,000 unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
7. The Contractor must, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

PROCUREMENT OF RECOVERED MATERIALS

The undersigned is fully aware that this contract is wholly or partially federally funded and further by submission of this bid certifies that they will adhere to the requirements and specifications as outlined by the EPA at 40 CFR Part 247, Comprehensive Procurement Guideline for Products Containing Recovered Materials.

ACCESS TO RECORDS AND RECORDS RETENTION

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

1. The individual, sole proprietor, partnership, corporation and/or association agrees to permit the *Recipient, Consultants*, State of Arizona Department of Housing (ADOH), U. S. Department of Housing and Urban Development (HUD) and the Office of the Inspector General and/or their designated representatives to have access to all records for review, monitoring and audit during normal working hours.

2. The individual, sole proprietor, partnership, corporation and/or association agrees to retain all records for at least three (3) years following the grant contract closeout between HUD and ADOH or the resolution of all audit findings, whichever is later.

CONFLICT OF INTEREST

The undersigned is fully aware that this contract is wholly or partially federally funded and further, by submission of the bid or proposal that the individual or firm, certifies that:

1. There is no substantial interest, as defined by Arizona Revised Statute §§38-503 through 505, with any public official, employee, agency, commission or committee with the *Recipient* or *Consultants.*

2. Any substantial interest, as defined by Arizona Revised Statute §§38-503 through 505, with any public official, employee, agency, commission or committee (including members of their immediate family) with the *Recipient* or *Consultants* that develops at any time during this contract will be immediately disclosed to the *Recipient* and *Consultants*.

ANTI-LOBBYING

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this Certification be included in the award documents for all sub-awards to all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

CERTIFICATIONS SIGNATURE FORM

Return this page with proposal.

These Certifications (Civil Rights, Equal Employment Opportunity, Equal Opportunity for Workers with Disabilities - Section 503, Procurement of Recovered Materials, Access to Records and Records Retention, Conflict of Interest, Anti-Lobbying) are a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of these Certifications is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required Certifications shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____ _____

(Typed Name of Official) (Signature of Official)

_____ _____

(Typed Name of Firm) (Date)

THIS PROJECT IS IN WHOLE OR IN PART FEDERALLY FUNDED AND THE SUCCESSFUL BIDDER WILL BE REQUIRED TO ADHERE TO SECTION 3 PROVISIONS

The Town of Florence will monitor compliance with Section 3 provisions and standards. The successful bidder will be required to complete the following forms in order to comply. A brief explanation of the form and when the form is to be submitted to the Town is listed below. Should you have any questions concerning Section 3 or the forms to be submitted, please feel free to contact Town of Florence, Jennifer Evans at phone number 520-868-7549; or email: Jennifer.evans@florenceaz.gov.

S3B-1 **Section 3 Assurance** (1 page)

This form is to be completed by the contractor and **submitted as a part of the bid package or within three (3) days of contract award.** Completion of this form provides assurance that the contractor will comply with Section 3 requirements.

S3B-2 **Estimated Project Work Force Breakdown** (1 page)

This form is to be completed by the contractor and **submitted as a part of the bid package or within three (3) days of contract award.** This form identifies additional positions needed to complete the Section 3 covered project.

S3B-3 **Section 3 Business Self-Certification** (1 page)

This form is to be completed by the contractor if applicable, and **submitted as a part of the bid package or within three (3) days of contract award.** The bidder completes this form to qualify as a Section 3 business concern.

Recipient: _____ Contract No.: _____
Activity No.: _____ Activity Name: _____

THIS DOCUMENT IS TO BE SUBMITTED BY THE BIDDER WITH THE BID DOCUMENTS OR WITHIN THREE (3) DAYS OF CONTRACT AWARD

SECTION 3 ASSURANCE

1. I, the undersigned, _____, as official representative of _____
(printed name) *(contractor)*
agree to comply with Section 3 requirements, to include recordkeeping and reporting, for the _____. It is understood that failure to comply may result in the following
(project)
sanctions: cancellation, termination or suspension of this contract in whole or in part.

2. Prime Contractor

   a. The number of positions needed in this project: _____
   Details of occupational categories provided in Attachment A _____ (yes)

   b. The number of these positions to be filled by regular, permanent employees: _____

   c. The number of positions projected to be filled by low income area residents: _____
   Details of occupational categories provided in Attachment A _____ (yes)

3. Sub-contractors/Vendors

   a. The number of sub-contractors projected to be utilized for this project: _____

   b. The number of sub-contractors projected to be Section 3 businesses: _____

   c. The number of businesses/suppliers projected to be utilized: _____
   Dollar amount: $_____

   d. The number of businesses/suppliers projected to be Section 3 businesses/suppliers: _____ Dollar amount: $_____

_____ _____
Authorized Signature Date

S3B-1 (04/2016)

Recipient: _____ Contract No.: _____
Activity No.: _____ Activity Name: _____

THIS DOCUMENT IS TO BE SUBMITTED BY THE BIDDER WITH THE BID DOCUMENTS OR WITHIN THREE (3) DAYS OF CONTRACT AWARD

Attachment A
Section 3
ESTIMATED PROJECT WORK FORCE BREAKDOWN

1.	2.	3.	4.	5.	6.
Job Category	**Total Estimated Positions Needed for Project**	**# of Positions Occupied by Permanent Employees**	**# of Positions Not Occupied**	**# of Positions to be Filled with Section 3 Residents**	**Approximate Hiring Date**
Supervisor					
Professional					
Technical					
Office/Clerical					
Others					
TRADE:					
Journeyman					
Apprentices					
Trainees					
Others					
TRADE:					
Journeyman					
Apprentices					
Trainees					
Others					
TOTALS					

Section 3 Resident
Individual residing within the Section 3 Area whose family income does not exceed eight percent (80%) of the median income in the Metropolitan Statistical Area or the county if not within a MSA in which the Section 3 covered project is located. See attached income schedule.

_____ _____
Person Completing Form / Date Company

_____ _____
Project Name / Number Company Address

_____
Telephone Number / E-mail

S3B-2 (04/2016)

Recipient: _____ Contract No.: _____
Activity No.: _____ Activity Name: _____

THIS DOCUMENT IS TO BE SUBMITTED BY THE BIDDER WITH THE BID DOCUMENTS OR WITHIN THREE (3) DAYS OF CONTRACT AWARD, IF APPLICABLE

SECTION 3 BUSINESS SELF-CERTIFICATION

A. Basis for Self-Certification

The _____, located at _____
(name of business) *(address)*
hereby certifies that it is a Section 3 business, as defined by HUD, on the basis of the following:

(Check all applicable)

1) _____ Fifty-one percent (51%) or more ownership by Section 3 residents;

2) _____ At least thirty percent (30%) of the current permanent, full-time employees are Section 3 residents or were Section 3 residents at the time they were hired (within the past three (3) years);

3) _____ Is committed to sub-contracting more than twenty-five percent (25%) of the total dollars awarded by [*recipient*] to business concerns that meet the qualifications indicated in 1) or 2) above.

B. Certifications

I, the undersigned, hereby certify that:

1) I have the legal authority to make these certifications on behalf of _____;
(name of business)

2) Documentation exists to verify the basis for the Self-Certification indicated in A. above;

3) This documentation will be made available to the recipient, the State of Arizona Department of Housing, HUD or its designated representatives, during normal business hours, upon request;

4) This documentation will be maintained for at least five (5) years after completion of the requirements of the contract provided by the recipient;

5) The information provided in A. above is true and accurate to the best of my knowledge; and

6) I am aware that both I and the business identified above, are liable to civil and criminal penalties for willful falsification of any of the information provided in this document.

_____ _____
Signature Date

_____ _____
Printed Name Title

S3B-3 (04/2016)

SUB-CONTRACTORS AND MATERIAL SUPPLIERS LIST

The Contractor shall list below all qualified subcontractors and material suppliers for this project.

Specialty	Sub-contractor/Material Supplier Name	License #

CONSTRUCTION CONTRACT

CONTRACT AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 20_____, by and between the TOWN OF FLORENCE, County of Pinal, State of Arizona (hereinafter called the "TOWN") acting herein by the Mayor of the Town of Florence, hereunto duly authorized, and _____ (hereinafter called the "CONTRACTOR") acting herein _____ hereunto authorized.

WITNESSETH THAT:

The TOWN desires to engage the CONTRACTOR to render construction services for the Florence 12-inch Water Line Augmentation Phase 2, Contract #111-18

NOW, THEREFORE the parties do mutually agree as follows:

1. Work

CONTRACTOR shall complete all work as specified or indicated in the contract documents. The work is generally described as follows:

Replace approximately 3,000 LF of 6-inch water line with 12-inch PVC and DIP pipe. Install connections to existing system. Install valves, fire hydrants, tapping sleeves, and concrete encased sewer. Replace curb, sidewalk, asphalt, and customer service lines as necessary.

2. Access to Information

It is agreed that all information, data reports, records and plans as are existing, available and necessary for carrying out of the work outlined above have been furnished to the CONTRACTOR by the TOWN and its agencies. CONTRACTOR hereby acknowledges receipt of same. No charge will be made to the CONTRACTOR for such information and the TOWN and its agencies will cooperate with the CONTRACTOR in every way possible to facilitate the performance of the work described in addendum.

3. Project Manager - Administration

The TOWN is designated as project manager. The project manager shall be empowered to perform all administrative functions as required for management of the project and verification of compliance with ADOH requirements.

4. Contract Times

The work will be completed and ready for final payment within one hundred twenty *(120)* calendar days of the date in the Notice to Proceed.

5. Liquidated Damages

TOWN and CONTRACTOR recognize that time is of the essence of this Agreement and that the TOWN will suffer financial loss if the work is not completed within the time specified. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the TOWN if the work is not completed on time. Accordingly, instead of requiring any such proof, the TOWN and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the TOWN $500.00 for each day that expires after the time specified for final completion until the work is complete and ready for final payment.

6. Compensation and Method of Payment

The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed: [$]. Originals of the Applications for Payment are to be submitted no later than the first day of the month to:

Town of Florence
Attention: Finance
P. O. Box 2670
Florence, AZ 85132

Additionally, no later than the first day of the month, a copy of the Application for Payment is to be emailed to: Timm Wainscott, PROJECT MANAGER, Town of Florence at timm.wainscott@florenceaz.gov; and Jennifer Evans, Management Analyst, Town of Florence at Jennifer.evans@florenceaz.gov. On a weekly basis, the PROJECT MANAGER shall verify compliant completion of all necessary documentation required by ADOH, including but not limited to, federal Labor Standards/Davis-Bacon.

The TOWN and CONTRACTOR mutually agree that the TOWN will make a progress payment based on a duly certified and approved (by a duly authorized representative of the TOWN) estimate of the work covered by the corresponding Application for Payment, subject to those conditions stipulated below and in other parts of the contract documents.

The TOWN will make payments in the amount equal to ninety percent (90%) of work completed (i.e. TOWN will retain ten percent (10%) of each estimate as additional guarantee for complete performance of the work), less the aggregate of payments previously made and

less such deductions as TOWN determines are appropriate to cover claims requiring a greater sum to be retained.

Except as qualified above, upon final completion and acceptance of the work or designated part of the work on which separate final completion and acceptance and contract price are specified and upon compliance with other terms and conditions of the contract documents, payment may be made in full, including retainage withheld less such deductions as he TOWN may withhold to cover claims requiring a greater sum to be retained and liquidated damages.

The TOWN may deduct from each progress payment and final payment an amount equal to the TOWN's estimate of the liquidated damages then due or that would become due based on the TOWN's estimate of late completion of the work if CONTRACTOR fails to submit and implement a written schedule recovery plan describing the cause of schedule slippage or delayed progress and the actions proposed to recover schedule.

7. Indemnification

CONTRACTOR shall comply with the requirements of all applicable laws, rules and regulations and shall exonerate, indemnify and hold harmless the TOWN and its agency members and the State of Arizona Department of Housing (ADOH) from and for any violation caused by him and shall assume full responsibility for payment of federal, state and local taxes on contributions imposed or required under the Social Security, workmen’s compensation and income tax laws.

8. Miscellaneous Provisions

a. This Agreement shall be construed under and in accordance with the laws of the State of Arizona and all obligations of the parties created hereunder are performable in Pinal County, Arizona.

b. This Agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

c. In any case one (1) or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable said holding shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney’s fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

e. This Agreement may be amended only by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

9. Project Familiarity and Identification of Conflicts

In order to induce the TOWN to enter into this Agreement, CONTRACTOR makes the following representation:

a. CONTRACTOR has familiarized himself/herself with the nature and extent of the contract documents, work, site, locality and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

b. CONTRACTOR has given the TOWN a written notice of all conflicts, errors or discrepancies discovered in the contract documents and the written resolution thereof by the TOWN is acceptable to the CONTRACTOR.

c. CONTRACTOR has examined and carefully studied the contract documents and other related data identified in the bidding documents including “technical data”.

d. CONTRACTOR is familiar with and satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.

10. Insurance

Certificate(s) of Insurance naming the TOWN as co-insured verifying the minimum coverages as listed below shall be delivered as specified in the Notice of Award prior to issuance of the Notice to Proceed:

COMPLETE THE FOLLOWING INSURANCE REQUIREMENTS AFTER CONSULTATION WITH LEGAL COUNSEL.

- Workers' Compensation (statutory)
- Protective Bodily Injury
- Personal Property
- Automobile Bodily Injury and Property Damage

11. Timely Submission of Labor Standard Forms

All forms necessary for compliance with the Davis-Bacon Wage Act shall be delivered to the TOWN prior to issuance of the Notice to Proceed and on a weekly basis during construction.

12. Contract Documents

The contract documents which comprise the entire agreement between the TOWN and the CONTRACTOR concerning the work consist of the following:

1. This Agreement pages 29 to 70
2. Exhibit A: Terms & Conditions
3. Certifications
4. Performance, Payment and other Bonds
5. Notice to Proceed
6. General Conditions and Supplementary Conditions
7. Specifications and drawings incorporated in the bidding documents
8. Bidding documents including addenda acknowledged in CONTRACTOR bid.

13. Terms and Conditions

This Agreement is subject to the provisions entitled “Terms and Conditions” attached hereto and incorporated by reference herein as Exhibit A. This Addendum shall be interpreted as if Exhibit A were printed in full herein.

14. Certifications

This Agreement is subject to the provisions entitled “Certifications” which were submitted by the CONTRACTOR in the bid dated _____**, 2018** and are incorporated by reference herein and shall be interpreted as if the Certifications were printed in full herein.

IN WITNESSETH HEREOF, the parties have hereunto set their hands and seals.

Approved as to Form:	TOWN OF FLORENCE
_____	_____
Clifford L. Mattice, Town Attorney	Tara Walter, Mayor
ATTEST:	CONTRACTOR:
_____	_____
Lisa Garcia, Town Clerk	President

EXHIBIT A: TERMS AND CONDITIONS

1. Termination of Contract

a. If, for any reason, the CONTRACTOR shall fail to fulfill in a timely and proper manner his/her obligations under this contract or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this contract, the TOWN shall thereupon have the right to terminate the contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof. In such event, all finished or unfinished site or structural improvements, as well as all materials or equipment acquired or stored by the CONTRACTOR under this contract shall, at the option of the TOWN, become TOWN'S property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

   Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the TOWN for damages sustained by the TOWN by virtue of any breach of the contract by the CONTRACTOR and the TOWN may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the TOWN from the CONTRACTOR is determined.

b. The TOWN may terminate this contract at any time **by giving at least ten (10) days** written notice to the CONTRACTOR. If the contract is terminated by the TOWN as provided herein, the CONTRACTOR will be paid as provided in this Addendum for the time expended and expenses incurred up to the termination date. If this contract is terminated due to the fault of the CONTRACTOR, Paragraph 1.a hereof relative to termination shall apply.

c. This contract may be terminated per A.R.S. §38-511, Conflict of Interest.

2. Sanction, Penalties and Debarment

A breach of the contract provisions concerning violations of federal labor standards may be grounds for termination of the contract and result in sanctions, penalties including liquidated damages and/or debarment of the contractor.

3. Changes

The TOWN may request changes in the scope of the services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONTRACTOR's compensation, which are mutually agreed upon by and between the TOWN and the CONTRACTOR, shall be incorporated in written amendments to this contract.

4. **Personnel**

   a. The CONTRACTOR represents that he/she has, or will secure at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the TOWN.

   b. All of the services required hereunder will be performed by the CONTRACTOR or under his/her supervision and all personnel engaged in the work shall be fully qualified, authorized and permitted for such work under state and local law to perform such services.

   c. None of the work or services covered by this contract shall be sub-contracted without the prior written approval of the TOWN. Any work or services sub-contracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

5. **Assignability**

   The CONTRACTOR shall not assign any interest on this contract and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the TOWN thereto: provided, however, that claims for money by the CONTRACTOR from the TOWN under this contract may be assigned to a bank, trust company or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the TOWN.

6. **Reports and Information**

   The CONTRACTOR, at such times and in such forms as the TOWN may require, shall furnish the TOWN such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith and any other matters covered by this contract.

7. **Records Maintenance and Retention**

   The CONTRACTOR shall maintain accounts and records including personnel, property and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the TOWN to assure proper accounting for all project funds, both federal and non-federal shares. These records will be retained for at least three (3) years following the grant contract closeout between ADOH and U.S. Department of Housing and Urban Development (HUD) unless permission to destroy them is granted in writing by the TOWN.

8. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the CONTRACTOR under this contract are confidential and the CONTRACTOR agrees that they shall not be made available to any individual or organization without the prior written approval of the TOWN, ADOH or HUD.

9. Copyright

No report, plan, drawing or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the CONTRACTOR.

10. Compliance with Local Laws

The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the state and local governments and the CONTRACTOR shall save the TOWN harmless with respect to any damages arising from any tort done by the CONTRACTOR or representatives in performing any of the work embraced by this contract.

11. Section 3 Compliance with the Provision of Training, Employment and Business Opportunities

a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. The CONTRACTOR agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR'S commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference shall set forth minimum number and job titles subject to hire; availability of apprenticeship and training positions; the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The CONTRACTOR agrees to include this Section 3 clause in every sub-contract subject to compliance with regulations in 24 CFR part 135 and agrees to take appropriate action, as provided in an applicable provision of the sub-contractor in this Section 3 clause, upon a finding that the sub-contractor is in violation of the regulations in 24 CFR part 135. The contractor will not sub-contract with any sub-contractor where the CONTRACTOR has notice or knowledge that the sub-contractor has been found in violation of the regulations in 24 CFR part 135.

e. The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled: 1) after the CONTRACTOR is selected but before the contract is executed; and 2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: 1) preference and opportunities for training and employment shall be given to Indians; and 2) preference in the award of contracts and sub-contracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible but not in derogation of compliance with Section 7(b).

12. CONTRACTOR will comply with the requirements of the 2010 ADA Standards for Accessible Design.

13. Interest of Members of a TOWN Governing Body

No member of the governing body of the TOWN and no other officer, employee or agent of the TOWN who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct, or indirect, in this contract and the CONTRACTOR shall take appropriate steps to assure compliance.

14. Interest of Other Local Public Officials

No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract and the CONTRACTOR shall take appropriate steps to assure compliance.

15. Interest of CONTRACTOR and Employees

The CONTRACTOR covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The CONTRACTOR further covenants that no person having any such interest shall be employed in the performance of this contract.

16. Access for Persons with Disabilities

In performing all construction CONTRACTOR agrees to comply with the 2010 ADA Standards for Accessible Design. CONTRACTOR represents that he understands said standard specifications and same are incorporated herein by this reference.

17. Clean Air Act, Clean Water Act

The CONTRACTOR shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and EPA regulations which prohibit the use of non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The provision requires reporting of violations to the USEPA Assistant Administrator for Enforcement.

18. Mandatory Standards and Policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

19. Federal Labor Standards Provisions

This agreement is subject to the Federal Labor Standards Provisions, Davis-Bacon Act of 1931, contract Work Hours and Safety Standards Act of 1962, Copeland Act of 1934 and the Fair Labor Standards Act of 1939.

The CONTRACTOR agrees to comply with the Federal Labor Standards Provisions (HUD Form 4010) which is incorporated by reference herein. The CONTRACTOR shall supply information to the TOWN as necessary for monitoring of compliance to include, but not be limited to, submission of Labor Standard Forms included in the bid package, on-site inspections, investigations and/or enforcement by the TOWN. The CONTRACTOR agrees to comply with Wage Rate Determination included in the bid package and incorporated by reference.

THIS PROJECT IS IN WHOLE OR IN PART FEDERALLY FUNDED AND THE SUCCESSFUL BIDDER WILL BE REQUIRED TO ADHERE TO FEDERAL LABOR STANDARD/DAVIS-BACON PROVISIONS.

TOWN will monitor compliance with such provisions and standards on behalf of the Town of Florence. The successful bidder will be required to complete the following forms in order to comply. A brief explanation of the form and when the form is to be submitted to TOWN is listed below. Should you have any questions concerning Federal Labor Standards or the forms to be submitted, please feel free to call TOWN, Jennifer Evans at phone number: (520) 868-7549; or e-mail: Jennifer.evans@florencaz.gov.

LS2 Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements

A separate form is to be completed by the contractor and **submitted as a part of the bid package.**

LS3 Sub-contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements

This form is to be completed by **each** subcontractor and **submitted to TOWN within ten (10) days of execution of the subcontract and a minimum of seven (7) days prior to the date the subcontractor is scheduled to start work on site.**

LS4 Weekly Payroll Report

This form is to be completed by **each** contractor and sub-contractor weekly for the contract duration. **Forms must be complete, correctly signed and submitted to TOWN within seven (7) days of the end of the work week.**

Weekly Payroll Reports will be verified by TOWN and ADOH to confirm payment of the required wages. The Weekly Payroll Reports must include all employees who have worked on the job site, including persons exempt from Davis-Bacon and Related Acts wage rate. Exempt persons are:

a. Business Owners: This person must be listed in Section 5C of the LS2 or LS3 as an owner, partner or principal, owning at least a bona fide twenty percent (20%) equity interest in the business and must also be able to document the business via a tax ID number. This person must also be actively engaged in the business's management and must not meet the Davis-Bacon definition of a "laborer or mechanic". Relatives of the owner who are not listed in Section 5C must be paid Davis-Bacon and Related Acts wages. A sub-contractor who cannot document that the business is bona fide must be listed as an employee on the prime contractor's Weekly Payroll Report.

b. Apprentices: The contractor/sub-contractor must provide written evidence of the registration of the program with the DOL Employment and Training Administration (ETA), Office of Apprenticeship Training, Employer and Labor Services (OA) or a state apprenticeship agency recognized by the ETA/OA. For additional information concerning apprentices, please call TOWN.

c. Youth Employment: These individuals must be employed in a bona fide summer youth employment or opportunity program. For additional information concerning youth employment, please call TOWN.

d. Other: On-site but non-construction (non-hands on) superintendents, inspectors, engineers, watch persons, water carriers, messengers, clerical workers and working foremen who devote less than twenty percent (20%) of their time to construction work are exempt. If a foreman devotes more than twenty percent (20%) of his/her time to mechanic or laborer duties, they must be paid the applicable wage rate(s) for all hours worked.

LS5 Statement of Compliance

This form is the certification for the Payroll Form LS-4. A separate form is to be completed by **each** contractor and subcontractor weekly for the duration of the contract. **Forms must be complete and correct, signed by the appropriate person, and submitted to TOWN WITH THE LS-4 within seven (7) days of the end of the work week.**

The LS-5 must list all deductions indicated on the LS-4 and must indicate whether the fringes were paid in cash or to an approved fringe benefit plan. The LS-5 must be signed in ink by the owner or officer as listed on the LS-2 or LS-3 or by an employee designated in writing by the owner/officer as authorized to sign.

LS7 Notice to All Employees

This notice must be **posted** on the job site prior to the start of construction and must **remain posted** during construction.

LS15 Authorization for Deductions

This form is to be completed by **each** contractor and sub-contractor and is to be **submitted to TOWN one (1) week prior to the first payroll.** Please note that each employee who authorizes payroll deductions for items other than standard state and federal taxes must sign the form.

The following information or action is also required in order to comply with Federal Labor Standards.

Verification of Fringe Benefit Plan

If fringe benefits are not paid in cash, each contractor and sub-contractor must submit verification of each fringe benefit plan at least one (1) week prior to the first payroll by submitting the following information:

a. A copy of the most recent remittance statement from the company holding the fringe benefit plan such as a bank, union, etc. The remittance statement must verify the employees covered by the plan and the amount paid into the plan for each employee by the contractor or subcontractor.

OR

b. A letter addressed to TOWN from each bank, union, etc. holding the fringe benefit plan. The letter must verify which employees are covered by the plan and the amount paid into the plan for each employee by the contractor or sub-contractor.

Pre-construction Conference

The purpose of the pre-construction conference is to provide a forum for TOWN, the Town of Florence, architect, contractor and sub-contractors to discuss the technical nature of the construction project and all of the compliance requirements of the contract.

CONTRACTOR and sub-contractor representatives shall attend. It is very important that the person preparing the Weekly Payroll Sheets attend this conference as well.

Notice Provisions

The Federal Labor Standards Provisions as well as the General Wage Decision included in this bid package must be posted on site during construction as well as the Equal Opportunity Employment/Non-Discrimination Notice. All postings shall be clearly visible and easily accessible to employees.

During construction, TOWN will monitor compliance with the federal Labor Standards/Davis-Bacon. This monitoring shall include, but not be limited to, contractor and sub-contractor employee interviews, on-site inspections, review of the weekly payroll, etc., as required. Copies of the LS forms to be completed during monitoring are available from TOWN.

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Recipient: _____ Contract No.: _____
Activity No.: _____ Activity Name: _____

LS-2: CONTRACTOR'S CERTIFICATION
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

1. I, the undersigned, am submitting a bid to (**name of recipient**): _____ for the construction of the (**name of project**): _____ and hereby acknowledge that the following items are included in the bid and will also be incorporated by reference into the contract, should I be selected as the contractor for the project.
   a. Labor Standards Provisions (HUD 4010);
   b. Wage Decision # _____; Modification # _____; Bid Open Date _____; and that
   c. the correction of any infractions of the aforesaid conditions, including infractions by any of my sub-contractors and any lower tier sub-contractors, is my responsibility.

2. I hereby certify that:
   a. To the best of my knowledge, neither I nor any firm, partnership or association in which I have a substantial interest, is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR. Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)].
   b. No part of the aforementioned contract is or will be sub-contracted to any sub-contractor, if such sub-contractor or firm, corporation, partnership or association in which such sub-contractor has a substantial interest is, to the best of my knowledge, designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. I agree to obtain and forward to the aforementioned grantee a Sub-contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by each and every sub-contractor, preferably prior to or where circumstances do not allow within ten (10) days after the execution of any sub-contract, including those executed by his/her sub-contractors and any lower tier sub-contractors.

4. Further, I certify that:
   a. The demographic and business information of the undersigned are:

Contractor Information									
Amount of Contract	Type of Trade Code *	Racial Code *	Hispanic (Y/N)	Women Owned (Y/N)	IRS Tax ID #	DUNS #	Section 3 (Y/N)	Construction Firm Legal Name Address, City, State, Zip	AZ License #
$									

**** See Demographic and Trade Code table below for information***

Demographic and Trade Codes	
Race	***Type of Trade Code***
11 White	1 New Construction
12 African American	2 Education/Training
13 Asian	3 Other (i.e. rehabilitation, administration, professional, public services)
14 American Indian or Alaskan Native	
15 Native Hawaiian or other Pacific Islander	
16 American Indian or Alaskan Native and White	
17 Asian and White	
18 African American and White	
19 American Indian or Alaskan Native and White	
20 Other Multi-racial	

b. The undersigned is:

☐ a sole proprietorship;

☐ a partnership;

☐ a corporation organized in the State of _____; or

☐ another organization (describe) _____

c. The name, title and address of the owners, partners or officers of the undersigned are (list any other legal names/doing business as (dba)):

NAME **TITLE** **ADDRESS**

d. The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned and the nature of the interest, are: (indicate if NONE)

NAME	**ADDRESS**	**NATURE OF INTEREST**

e. The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are: (indicate if NONE)

NAME	**ADDRESS**	**TRADE CLASSIFICATION**

5. I hereby certify that I have the legal authority to complete and submit this document on behalf of:
   a. Name of Contractor: _____
   b. Signature (**in ink**): _____
   c. Typed or Printed Name: _____
   d. Title: _____
   e. Date: _____

WARNING: U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part: "Whoever...makes, passes, utters or publishes any statement, knowing the same to be false...shall be fined under this title or imprisoned not more than two (2) years, or both."

Recipient: _____ Contract No.: _____
Activity No.: _____ Activity Name: _____

LS-3: SUB-CONTRACTOR'S CERTIFICATION
CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

1. I, the undersigned, having submitted a bid or having executed a contract with:

   (contractor or sub-contractor): _____

   for (name of project): _____

   for (nature of work): _____

   in the amount of $_____ certify that:

   a. The Labor Standards Provisions (HUD 4010) are included in the aforementioned contract or bid;

   b. Wage Decision # _____; Modification # _____ are included in the aforementioned contract or bid.

2. I hereby certify that:

   a. To the best of my knowledge, neither I nor any firm, partnership or association in which I have a substantial interest, is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR. Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)].

   b. No part of the aforementioned contract has been or will be sub-contracted to any sub-contractor, if such sub-contractor or firm, corporation, partnership or association in which such sub-contractor has a substantial interest is, to the best of my knowledge, designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. Further, I certify that:

   a. The demographic and business information of the undersigned are:

Contractor Information									
Amount of Contract	Type of Trade Code *	Racial Code *	Hispanic (Y/N)	Women Owned (Y/N)	IRS Tax ID #	DUNS #	Section 3 (Y/N)	Construction Firm Legal Name Address, City, State, Zip	AZ License #
$									

**** See Demographic and Trade Code table below for information***

Demographic and Trade Codes	
Race	***Type of Trade Code***
11 White	1 New Construction
12 African American	2 Education/Training
13 Asian	3 Other (i.e. rehabilitation, administration, professional, public services)
14 American Indian or Alaskan Native	
15 Native Hawaiian or other Pacific Islander	
16 American Indian or Alaskan Native and White	
17 Asian and White	
18 African American and White	
19 American Indian or Alaskan Native and White	
20 Other Multi-racial	

b. The undersigned is:

☐ a sole proprietorship;

☐ a partnership;

☐ a corporation organized in the State of _____; or

☐ another organization (describe) _____

c. The name, title and address of the owners, partners or officers of the undersigned are (list any other legal names/doing business as (dba)):

NAME **TITLE** **ADDRESS**

d. The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned and the nature of the interest, are: (indicate if NONE)

NAME **ADDRESS** **NATURE OF INTEREST**

e. The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are: (indicate if NONE)

NAME	**ADDRESS**	**TRADE CLASSIFICATION**

4. I hereby certify that I have the legal authority to complete and submit this document on behalf of:
   a. Name of Contractor: _____
   b. Signature (**in ink**): _____
   c. Typed or Printed Name: _____
   d. Title: _____
   e. Date: _____

WARNING: U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part: "Whoever...makes, passes, utters or publishes any statement, knowing the same to be false...shall be fined under this title or imprisoned not more than two (2) years, or both."

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division
Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 02/28/2018

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐	ADDRESS	
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION / PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST.	(4) DAY AND DATE / HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

LS-5: STATEMENT OF COMPLIANCE

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

EMPLOYEE RIGHTS
UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES	You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.
OVERTIME	You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.
ENFORCEMENT	Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.
APPRENTICES	Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.
PROPER PAY	If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.

For additional information:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

WHD U.S. Wage and Hour Division

WWW.WAGEHOUR.DOL.GOV

Arizona Department of Housing

FORM LS-9
RECORD OF EMPLOYEE INTERVIEW

Grantee:	**CDBG Contract No:**
Activity Name:	**Activity No:**

Sensitive Information: The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative and physical safeguards to ensure their security and confidentiality. **The information collected herein is voluntary, and any information provided shall be kept confidential.**

A. TO BE COMPLETED PRIOR TO INTERVIEW

1. a. Contractor: _____ b. Subcontractor: _____
2. **Observe employee at work**. **Describe the duties** you saw him/her engaged in **and the tools used**:

   _____
3. Date: _____

B. INTERVIEW

1a. Your name: _____ 1b. Verification of identification: ☐ Yes ☐ No

2. Your phone number, home address, to include zip code, *and* mailing address if different:

   _____
3. The last day you worked on this project (by day & date) **PRIOR** to today:

   _____
4. The number of hours you worked on that day: _____
5. Your job classification (list all or indicate if unknown):

   _____
6. Your hourly rate of pay (indicate also if paid in more than one classification or if unknown):

   _____
7. a. Do you receive your fringe benefits in cash or are you covered by a fringe benefit plan?

      Cash ☐ Fringe Benefit Plan ☐ Unknown ☐

   b. If received in cash, amount per hour: _____

   c. If a plan, type of benefits received? (Check all that apply)

      Vacation ☐ Medical ☐ Pension ☐ Other ☐: _____
8. Are you an apprentice, trainee or in a HUD approved Step Up Program?

   ☐ Yes (Name of program: _____)

   ☐ No
9. Describe your job duties *and* the tools and equipment you use:

_____

10. a. Have you worked any overtime on this project (more than 40 hours per week)? ☐ Yes ☐ No

    b. If yes, have you been paid at least time and a half for all such hours?

       ☐ Yes ☐ No (Explain: _____)

11. Have you ever been threatened, intimidated or coerced into giving up any of your pay?

☐ Yes ☐ No (Explain: _____)

12. Do you know that you are working on a federally-funded project and that you are to be paid wages set by DOL (Davis Bacon wages)? ☐ Yes ☐ No

13. Do you know where the Wage Rate Decision for this project is posted?

☐ Yes (Have you ever looked at it? ☐ Yes ☐ No)

☐ No

Comments: _____

14. Do you know where the Notice to Employees is posted?

☐ Yes (Have you ever looked at it? ☐ Yes ☐ No)

☐ No

Comments: _____

15. Do you know where the non-discrimination poster is posted?

☐ Yes (Have you ever looked at it? ☐ Yes ☐ No)

☐ No

Comments: _____

16. Have you ever been discriminated against in this project due to race, gender, age, ethnicity or disability?

☐ Yes (Explain: _____)

☐ No

NOTE: If the employee does not know where the Wage Rate Decision, Notice to Employees or Non-Discrimination information is posted, the interviewer should inform the person of the location(s) and urge them to look at all the documents!!

17. Are there any unsafe, hazardous, or dangerous conditions not normal to the job that you have been exposed to or are aware of in this project?

☐ Yes (Explain: _____)

☐ No

18. **Remarks** should include whether observed duties and tools used were the same as those described by the employee during the interview (use additional pages if necessary): _____

_____

_____

19. _____ _____
Employee Signature Date

20. _____ _____
Printed Name of Interviewer Title

_____ _____
Signature Date

C. POST INTERVIEW AND PAYROLL EXAMINATION

1. Does the Payroll (LS-4) indicate that the employee worked on the date and the number of hours s/he indicated in B.3. and 4. above on the day ***prior*** to the interview?

☐ Yes ☐ No

Comments: _____

2. Does the LS-4 indicate that the employee worked on the ***date*** of the interview?

☐ Yes ☐ No

Comments: _____

3. Does the LS-4 indicate that the employee's job classification is the same as that indicated by the employee in B.5. above?

☐ Yes ☐ No

Comments: _____

4. Does the Payroll indicate that the employee received the wages as s/he stated in B.6. above?

☐ Yes ☐ No

Comments: _____

5. Does the LS-4/5 indicate that the employee received the fringe benefits in the amount and as stated in B.7. above?

☐ Yes s ☐ No

Comments: _____

6. Do the wages/fringes agree with the WRD in the contract (to include modifications)?

☐ Yes s ☐ No

Comments: _____

WRD number (including modifications): _____

_____ _____

Printed Name of Payroll Examiner Title

_____ _____

Signature Date

LS-10 - ON-SITE INSPECTION REPORT COMPLETED AND ATTACHED?

Yes ☐ **No** ☐

Arizona Department of Housing

FORMULARIO LS-9
HISTORIAL DE ENTREVISTA DEL EMPLEADO

Grantee:	**CDBG Contract No:**
Activity Name:	**Activity No:**

Información Confidencial: La información recopilada este formulario es considerada confidencial y está protegida por la Ley de Privacidad. La Ley de Privacidad requiere que estos archivos se mantengan con salvaguardas administrativos y físicos apropiados para garantizar su seguridad y confidencialidad. La información recopilada aquí es voluntaria y cualquier información proporcionada será mantenida como confidencial.

A. COMPLETE ANTES DE LA ENTREVISTA

1. a. El contratista: _____ b. El subcontratista: _____
2. **Observe al empleado en el trabajo**. Describa los deberes observados y las herramientas usadas:

_____

3. Fecha: _____

B. ENTREVISTA

1. a. Su nombre: _____ b. Verificación de identificación? ☐ Sí ☐ No
2. Su número de teléfono, dirección residencial y código postal (y dirección el enviar si es diferente):

_____

3. ¿Último día usted trabajó en este proyecto (por día y la fecha) antes de hoy?:

_____

4. El número de horas que usted trabajó en ese día:_____
5. Clasificación(es) de su trabajo(s) (enumere todas o note si no sabe):

_____

6. Su salario por hora (indique también si está pagado en más de una clasificación o si no sabe)?:

_____

7. a. Ud. recibe sus beneficios complementarios en efectivo o es usted está bajo un plan de los beneficios complementarios?:

Efectivo ☐ Plan de Beneficios complementarios ☐ No sabe ☐

b. Si está recibido en efectivo, cuánto por hora?: _____

c. Si un plan, ¿Cuáles tipos de beneficios recibe?

Vacaciones ☐ Médicos ☐ Pensión ☐ Otro ☐: _____

8. ¿Es usted aprendiz?

☐ Sí (Nombre del programa): _____

☐ No

9. Describa sus deberes del trabajo y las herramientas o el equipo que usted utiliza:

_____

10. a. ¿Usted ha trabajado tiempo suplementario en este proyecto (más de 40 horas por semana)?

☐ Sí ☐ No

b. ¿Le paga al menos tiempo y medio por todas las horas trabajadas superior a 40 horas semanales?

☐ Sí ☐ No

11. ¿Alguna vez ha sido amenazado, intimidado, o coercionado a entregar parte de su paga?

☐ Sí (Explique: _____)

☐ No

12. ¿Sabe que ud. está trabajando en un proyecto financiado por asistencia federal y que debe ser pagado los salarios fijados por DOL (salarios de Davis Bacon)? ☐ Sí ☐ No

13. ¿Usted sabe en dónde se fija la Decisión de Salarios Davis Bacon para este proyecto?

☐ Sí (¿Ud. lo ha mirado? ☐ Sí ☐ No)

☐ No

Comentarios: _____

14. ¿Usted sabe en dónde se fija el Aviso a los Empleados?

☐ Sí (¿Ud. lo ha mirado? ☐ Sí ☐ No)

☐ No

Comentarios: _____

15. a. ¿Usted sabe en dónde se fija el cartel de no discriminación?

☐ Sí (¿Ud. lo ha mirado? ☐ Sí ☐ No)

☐ No

Comentarios: _____

16. ¿Alguna vez se le ha discriminado en este proyecto debido a la raza, sexo, edad, etnicidad o incapacidad?

☐ Sí (Explique: _____)

☐ No

Nota: ¡Si el empleado no sabe en dónde se encuentran el WRD, el Aviso a la los Empleados, o el cartel de No Discriminación, el entrevistador debería mostrárselos e instarle mirar todos los documentos!

17. ¿Se ha enterado de o es ud. expuesto a condiciones inseguras o peligrosas en este proyecto que no encuentran normalmente en este tipo de trabajo?

☐ Sí (Explique: _____)

☐ No

18. Tus comentarios deben incluir si los deberes observados y las herramientas usadas son iguales que ésos descritos por el empleado durante la entrevista: _____

_____

_____

19. _____ _____

Firma del Empleado Fecha

20. _____ _____

Nombre del Entrevistador Su título

_____ _____

Firma Fecha

C. DESPUES DE LA ENTREVISTA Y EXAMINACION DE LA NOMINA DE PAGO

1. ¿Indica la nómina de pago (LS-4) que el empleado trabajó la fecha y el número de las horas el o ella indicó en B.3. y 4 en el día antes de la entrevista?

☐ Sí ☐ No

Comentarios: _____

2. ¿Indica el LS-4 que el empleado trabajó el día de la entrevista?

☐ Sí ☐ No

Comentarios: _____

3. ¿Indica el LS-4 que la clasificación de trabajo del empleado es igual que ésa indicada por el empleado en B.5. arriba?

☐ Sí ☐ No

Comentarios: _____

4. ¿Indica el LS-4 que el empleado recibió los salarios como el o ella declaró en B. 6. arriba?

☐ Sí ☐ No

Comentarios: _____

5. ¿Indica el LS-4/5 que el empleado recibió los beneficios complementarios en la cantidad y según lo indicado en B.7 arriba?

☐ Sí ☐ No

Comentarios: _____

6. ¿Coinciden los salarios y beneficios complementarios con el WRD en el contrato (incluyendo las modificaciones)?

☐ Sí ☐ No

Comentarios: _____

Número de WRD (modificaciones incluidas):_____

7. _____ _____

Nombre del examinador de la nómina de pago Título

_____ _____

Firma Fecha

¿ESTA COMPLETA Y ADJUNTADA LA INSPECCION DE SITIO (FORMULARIO LS-10)?

Sí ☐ **No** ☐

LS-9. RECORD OF EMPLOYEE INTERVIEW

Instructions

Keep in mind that both the interview and the information captured on Form 9 are considered confidential. Interviews should be conducted individually and in private. All employees on the work site should be ready and available for an interview if requested by the interviewer; however, the employee's participation is voluntary.

Section A

This section must be completed prior to the interview and should describe the actions rather than the job class, i.e., "laying water pipe in the trench" rather than Laborer Group 4. Item #3 requires that the Interviewer observe the employee at work prior to conducting the interview. This is a very important part of the interview. If possible, the observation should be conducted unobtrusively, so that neither the employee nor the supervisor/contractor is aware. The purpose of the observation is to ensure that the employee is actually doing the work as it is reported to the interviewer and as recorded on the LS-4, Payroll Report. It also prevents situations in which the employee is actually doing work that requires higher wages but switches to a lower wage activity as soon as the interviewer appears. For example, the employee is actually operating a backhoe, but suddenly starts carrying pieces of pipe and performing other laborer's duties as soon as the interviewer arrives.

If the interview is conducted away from the job site, a notation of the reason why and the location should be inserted here.

Section B

Prior to asking the questions in this section the interviewer should introduce him/herself in terms of his/her role as the grantee's agent and explain the purpose of the interview and its confidentiality. (Disclosure of employee statements is governed by the provisions of the Freedom of Information Act and the Privacy Act of 1974.)

Example: "My name is V.R. Smith, and I'm the Assistant Planning Director for Cactus City. Cactus City has received some federal funds from the Department of Housing and Urban Development (HUD) for this street widening project on which you are working These federal funds require that certain wage and labor laws be complied with by the contractor. Also, they require that some of the employees on the job be interviewed. The (name of contractor or sub) knows that someone from the City will be interviewing people throughout the project. I'd like to ask you a few questions about your work on this project to determine your employer's compliance. All of the information that you give me will be kept confidential, as required by these laws, and your identity will be disclosed only with your written permission."

Employees should be asked for verification of identification (like a driver's license) to verify his/her name, but having an ID is not required. Employees should be encouraged (but not required) to produce pay stubs or pay envelopes which document the wages received.

The LS-9 form is for the Interviewer and thus s/he should feel free to make any additional notes on it as necessary, and to record additional information that may be important in determining contractor compliance.

Other items to note are:

3. This refers to the last day ***prior*** to the day of the interview that this employee worked on this project.

4. The interviewer should make it clear to the worker that these items relate only to project work, not to other work. As a double check on the number of hours worked on the project, the interviewer should ask the worker the time s/he started work on the project on the day in question, the time s/he stopped, and the time out for lunch. The interviewer is encouraged but not required to record these details on the LS-9 as the questions may help the worker to remember the number of hours worked.

5. The worker may not be familiar with the classifications used on the wage determination and thus may use a descriptive term which may not be found on the determination, e.g., Rodperson. Further questioning will probably elicit the information that s/he installs reinforcing bars and, depending on the area and WRD, the worker will agree that his/her work is that of an ironworker or laborer. These additional questions by the interviewer and comments by the employee should be noted on the LS-9, along with the correct job class title.

6. The interviewer should determine what the worker is being paid and should not be concerned if the worker is being paid a higher rate. However, if the hourly rate of pay stated by the worker is lower than the required rate, the interviewer should immediately question the worker further in an effort to determine whether the worker is mistaken or is really being underpaid.

For example, has the worker actually received at least one paycheck for work performed on this project, or is his/her statement based on the rate received for other work? If the latter, the interviewer should ask the worker to check his/her next check to determine the rate of pay for work on the project. The interviewer should either arrange to re-interview the worker during the following week or encourage the worker to mail the information by providing a stamped, self-addressed envelope. If the worker states that s/he received wages less than the required rate, the interviewer must try to solicit substantiating evidence from the worker. For example, does the worker have a pay envelope, pay slip, pay check stub, or any other forms showing the hourly wage rate or hours worked and earnings available? If not, can they be provided at a later date?

13 -15. If the employee does not know the location of the Wage Rate Determination, Notice to Employees and non-discrimination posters, the interviewer should tell him/her where they are posted and note this on the LS-9.

Although the interviewer should follow the questions as stated on the form and should never lead the employee into answers, it may also be necessary to deviate from the list of questions in some instances. For example, if the employee says that s/he worked overtime but was not paid time and a half at the WRD level, several follow-up questions may be necessary to ensure that such hours were worked on this job, rather than on some other non-federally funded job. Note these additional questions (or at least notes about the fact that other questions were asked) on the LS-9.

Section C

This part of the form is completed *after* receipt of the payroll reports, LS-4/5 covering the week during which the interview was conducted. It is important that the LS-4/5 is received in a timely manner so that the grantee can compare and verify the interview information or attempt to investigate discrepancies. The Payroll Examiner can be the same person as the interviewer. If not, it should be someone familiar with the WRD, labor standards provisions and the construction project.

If *any* of the questions in Section C are answered "NO," the grantee must investigate and resolve the issue, with documentation of the investigation and resolution in the Labor Standards File. For example, if the payroll indicates that the employee worked a different number of hours than the employee indicated, the grantee must: a) contact the employee and ask for clarification; or b) request the contractor's actual time records, depending on the significance of the discrepancy. This should be done without revealing the identity of the employee, i.e. by asking for all employee records for one work week.

If the employee said s/he worked 8 hours and the Weekly Payroll said 6 hours, the grantee could start with a quick visit to the employee and ask for clarification. "You told me you worked 8 hours, however, the payroll report shows you as having worked only 6 hours. How many hours were you paid for during that week and do you believe it's the correct amount for the hours you worked?" All questions should be stated in such a way or prefaced with a comment clearly indicating that the interviewer is *not* attempting to intimidate the employee.

However, if the difference in hours is great; if the employee insists the hours are correct and states that s/he was only paid for the lower number of hours shown on the LS-4; and/or if a number of persons interviewed state different hours than those shown on the payroll report, the grantee ***must*** request the actual time records and then conduct an investigation as described in Section 11.

LS-10 ON-SITE INSPECTION REPORT

1. a. Date Monitored:_____ b. Time:_____
2. Location of Job Site:_____
3. Wage Rate Decision (WRD)
   a. Posted: ☐ Yes ☐ No
   b. Location:_____
   c. WRD No:_____
   d. Correct (same as in the contract): ☐ Yes ☐ No
   e. Comments (is location clearly visible, easily accessible to employees, etc.):

4. Notice to Employees
   a. Posted: ☐ Yes ☐ No
   b. Location:_____
   c. Identify Name of Contracting Officer on Notice (indicate if blank):

      _____
   d. Comments, to include if location is clearly visible and easily accessible to employees; contracting officer appears to be appropriate person, etc.; if in another language, where a significant number of employees may be of limited English-speaking ability.

5. Equal Opportunity Employment/Nondiscrimination in Hiring Posters
   a. Posted: ☐ Yes ☐ No
   b. Location:_____
   c. Comments (to include if location is clearly visible and easily accessible; if in another language, where a significant number of employees may be of limited English-speaking ability):

6. _____ _____
   Printed Name of Monitor Title

   _____ _____
   Signature Date

LS-10

Recipient: _____ Contract No.: _____
Activity No.: _____ Activity Name: _____

LS-15: AUTHORIZATION FOR DEDUCTIONS

The undersigned authorize deductions, as noted, to be made from his/her wages. It is understood that:

- the deduction(s) are in the interest of the employee;
- the deduction(s) are not a condition of employment;
- there is no direct or indirect financial benefit accruing to the employer;
- it is not otherwise forbidden by law; and
- if the deduction(s) are for fringe benefits, information regarding the fringe benefit plan has been provided to me in writing.

1.a. **EMPLOYEE NAME** b. **DATE(s)** c. **AMOUNT** d. **PURPOSE**
(may cover all work performed for contract)

_____
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

_____

Signature

_____

Printed Name

_____

Signature

_____

Printed Name

_____

Signature

(Additional page(s) attached: ☐ Yes ☐ No)

2. Name of Contractor/Sub-contractor: _____

_____ _____

Signature of Authorized Representative Date

_____ _____

Typed Name Phone Number

Recipient: _____ Contract No.: _____
Activity No.: _____ Activity Name: _____

LS-17: CERTIFICATION FOR APPLICABLE FRINGE BENEFIT PAYMENTS

Project Name: _____

Name of Contractor/Sub-Contractor: _____

Provide the name, address and telephone number of each plan for fringe benefits provided. List for each classification if different.

1. Employee Classification:
Health and Welfare:
Pension:
Vacation:
Apprenticeship/Training:
Other:
2. Employee Classification:
Health and Welfare:
Pension:
Vacation:
Apprenticeship/Training:
Other:
3. Employee Classification:
Health and Welfare:
Pension:
Vacation:
Apprenticeship/Training:
Other:

I hereby certify that I make payments to the fringe benefit plans, funds or programs identified above.

_____ _____
Signature *(must be owner/principal/officer as shown on LS-2/3)* Date

_____ _____
Typed Name Title

General Decision Number: AZ180020 08/03/2018 AZ20

Superseded General Decision Number: AZ20170020

State: Arizona

Construction Type: Heavy
HEAVY CONSTRUCTION, Includes Water and Sewer Lines, Heavy Construction on Treatment Plant Sites, and Pipeline Construction

County: Pinal County in Arizona.

HEAVY CONSTRUCTION PROJECTS (DOES NOT INCLUDE DAM CONSTRUCTION)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018
1	05/11/2018
2	07/06/2018
3	07/20/2018
4	08/03/2018

BOIL0627-004 10/01/2017

	Rates	Fringes
BOILERMAKER	$ 35.30	28.41

BRAZ0003-010 07/01/2017

	Rates	Fringes
BRICKLAYER	$ 26.06	7.28

ZONE PAY:

(Radius miles from the intersection of Central Ave. and Washington St., Phoenix, AZ)

Zone A: 0-60 miles- Base Rate
Zone B: 61-75 miles- Base Rate plus $2.00 per hour
Zone C: 75-100 miles- Base Rate plus $3.00 per hour
Zone D: 101-200 miles- Base Rate plus $3.50 per hour
Zone E: Over 200 miles- Base Rate plus $6.50 per hour

ELEC0518-008 08/01/2016

(North of the line, "First Standard Parallel South", and East of the line, "Second Guide Meridian East".)

	Rates	Fringes
ELECTRICIAN	$ 28.10	10.84

ELEC0570-008 06/01/2018

PINAL (Southern Part)

	Rates	Fringes
ELECTRICIAN	$ 26.69	18%+5.70

ZONE DEFINITIONS-

Zone A: the area within a twenty-nine (29) mile radius from a basing point at the Tucson Town Hall.
Zone B: 29 to 46 mile radius from the town hall in Tucson- an additional $ 1.25 per hour
Zone C: 47 mile radius from the town hall in Tucson to the outer limits of the geographic jurisdiction- an additional $ 3.75 per hour

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ELEC0640-007 07/01/2018

(Area North and West of
the boundary line beginning at a point where Papago Indian Reservation Road No. 15 crosses the Pima-Pinal County line, then Northeasterly on Road No. 15 to the intersection with Highway FAS-267, extending North on FAS-267 to the intersection with Florence Canal, North & East on Florence Canal to the intersection of the line "Second Guide Meridian East" then North to the Maricopa-Pinal County Lines)

	Rates	Fringes
ELECTRICIAN	$ 28.30	10.30

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* ELEC0769-002 07/29/2018

	Rates	Fringes

Line Construction:
     Lineman.....$ 46.40 21%+5.94

ENGI0428-007 06/01/2017

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1	$ 24.09	10.52
Group 2	$ 27.36	10.52
Group 3	$ 28.44	10.52
Group 4	$ 29.47	10.52

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Small Self-Propelled Compactor (with blade), Front End Loader (3 cy & less), Bobcat/Skidsteer/Skid Loader, Oiler

GROUP 2: Backhoe (less than 1 cy), Self-Propelled Compactor (with blade),Grader/Blade (rough),Front End Loader 3cy-less than 6 cy), Scraper, Tractor Operator, Crane (less than 15 tons)

GROUP 3: Backhoe, up to 10 cu yd; Excavator/Trackhoe,Grade/Blader(finish), Front End Loader Operator (6 cy-10cy), Crawler-Type Tractor Operator, Crane (over 15 tons & less than 100 ton), Tower Crane

GROUP 4: Backhoe (10 cu yd and over),Front End Loader (10 cy and over), Crane (100 ton)

ENGI0428-015 06/01/2017

	Rates	Fringes
POWER EQUIPMENT OPERATOR: (PIPELINE)		
Group 1	$ 24.09	10.52
Group 3	$ 28.44	10.52

Group 1: Backhoe, Boring Machine, Boom Operator, Bulldozer, Trackhoe

Group 3: Oiler

IRON0075-009 08/01/2017

	Rates	Fringes
IRONWORKER, STRUCTURAL	$ 26.00	18.85

Zone 1: 0 to 50 miles from City Hall in Phoenix or Tucson
Zone 2: 050 to 100 miles - Add $4.00
Zone 3: 100 to 150 miles - Add $5.00

Zone 4: 150 miles & over - Add $6.50

PAIN0086-002 04/01/2017

	Rates	Fringes
PAINTER (Brush Only)	$ 19.58	6.40

PLUM0469-008 07/01/2016

	Rates	Fringes
PLUMBER	$ 40.80	17.00

TEAM0104-003 09/01/2017

	Rates	Fringes
TRUCK DRIVER		
Pick-up Truck		
GROUP 1	$ 14.82	1.50+a

FOOTNOTE:
a. Health & Welfare $984.26 per month.

SUAZ2012-008 05/17/2012

	Rates	Fringes
CARPENTER (Form Work Only)	$ 20.86	4.00
CARPENTER, Excludes Form Work	$ 21.97	5.41
CEMENT MASON/CONCRETE FINISHER	$ 18.76	2.12
INSTALLER - SIGN	$ 25.42	0.00
IRONWORKER, REINFORCING	$ 20.66	13.59
LABORER: Asphalt Raker/Shoveler/Spreader	$ 15.76	4.42
LABORER: Common or General	$ 14.35	3.97
LABORER: Concrete Saw (Hand Held/Walk Behind)	$ 17.00	4.55
LABORER: Fence Erection	$ 10.32	2.24
LABORER: Grade Checker	$ 18.14	4.55
LABORER: Landscape & Irrigation	$ 11.01	0.37
LABORER: Mason Tender - Brick	$ 14.55	4.20

LABORER: Mason Tender - Cement/Concrete	$ 15.34	4.20
LABORER: Pipelayer	$ 14.94	3.50
LABORER: Power Tool Operator	$ 16.57	4.20
LABORER: Railroad Construction Laborer	$ 16.80	4.20
MILLWRIGHT	$ 19.50	4.85
OPERATOR: Bulldozer	$ 20.57	6.16
OPERATOR: Drill	$ 20.57	4.78
OPERATOR: Forklift	$ 20.38	4.75
OPERATOR: Grade Checker	$ 21.68	6.31
OPERATOR: Mechanic	$ 22.23	5.78
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 17.07	3.20
OPERATOR: Roller	$ 21.34	8.36
OPERATOR: Rotomill	$ 21.88	6.39
OPERATOR: Screed	$ 16.82	2.52
OPERATOR: Trencher	$ 14.21	0.94
OPERATOR: Broom/Sweeper	$ 15.40	2.45
PAINTER: Pavement Marking/Parking Lot Striping	$ 19.94	4.10
PAINTER: Roller and Spray	$ 20.65	4.45
PIPEFITTER	$ 23.97	6.78
TRUCK DRIVER: 3 Axle Truck	$ 27.53	1.16
TRUCK DRIVER: Dump Truck	$ 14.37	1.16
TRUCK DRIVER: Flatbed Truck	$ 12.50	1.48
TRUCK DRIVER: Hydroseeder	$ 17.32	0.00
TRUCK DRIVER: Water Truck	$ 16.46	3.42

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial

contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

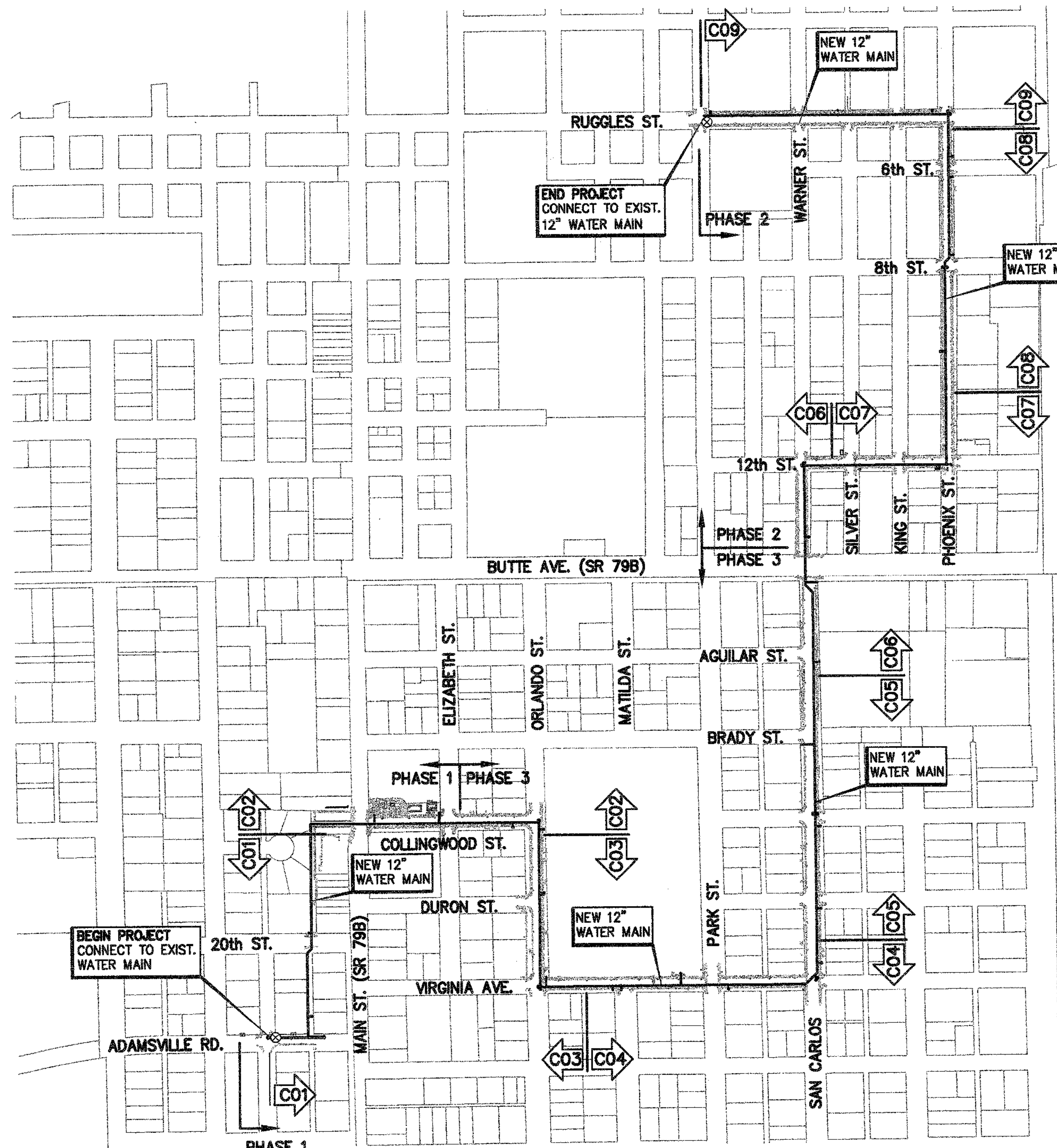
TOWN OF FLORENCE
12" WATER LINE AUGMENTATION
WATER PLANS

GENERAL NOTES

1. ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE LATEST VERSION OF STANDARD SPECIFICATIONS FOR CONSTRUCTION FOR THE TOWN OF FLORENCE, MARICOPA ASSOCIATION OF GOVERNMENTS (M.A.G.) SPECIFICATIONS AND DETAILS, LATEST EDITION, THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY BULLETIN NO. 10, AND PINAL COUNTY.
2. ALL CONSTRUCTION SHALL CONFORM TO TOWN OF FLORENCE, AND THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY STANDARDS.
3. THE CONTRACTOR SHALL SUPPLY ALL STAKES SET FOR THE LINES, LEVELS OR MEASUREMENTS OF THE WORK IN THEIR PROPER PLACES AND IT SHALL BE CERTIFIED BY A "REGISTERED LAND SURVEYOR". ANY EXPENSE INCURRED IN REPLACING ANY STAKES WHICH THE CONTRACTOR OR HIS SUBORDINATES MAY HAVE FAILED TO PRESERVE SHALL BE THE CONTRACTORS RESPONSIBILITY.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CARE, MAINTENANCE, REPAIR OR REPLACEMENT OF EXISTING IMPROVEMENTS IN THE WORK AREA WHICH HAVE BEEN REMOVED OR DAMAGED DURING THE COURSE OF CONSTRUCTION. ALL REPAIR, REPLACEMENT, OR CLEANUP SHALL BE DONE TO THE SATISFACTION OF THE OWNER.
5. THE CONTRACTOR IS REQUIRED TO CONTACT "ARIZONA 811" (1-800-782-5348) 48 HOURS PRIOR TO ANY EXCAVATION TO DETERMINE ACCURATE UTILITY LOCATIONS.
6. CONTRACTOR SHALL GIVE FORTY-EIGHT (48) HOURS NOTICE WHEN HE SHALL REQUIRE THE SERVICES OF THE ENGINEER OR ANY OTHER PERSON PROPERLY AUTHORIZED FOR SUCH PURPOSE FOR LAYING OUT ANY PORTION OF THE WORK. HE SHALL ALSO DIG ALL STAKE HOLES NECESSARY TO GIVE LINE AND LEVELS.
7. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FURNISH, HAUL AND APPLY ALL WATER REQUIRED FOR COMPACTION AND THE CONTROL OF DUST FROM CONSTRUCTION ACTIVITY. THE COST THEREOF IS TO BE INCLUDED IN THE GRADING CONSTRUCTION PRICE.
8. OMISSIONS OR CONFLICTS BETWEEN VARIOUS ELEMENTS OF THE DRAWINGS, NOTES AND DETAILS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND RESOLVED BEFORE PROCEEDING WITH THE WORK.
9. EXISTING UTILITIES ARE SHOWN BASED UPON THE BEST INFORMATION AVAILABLE. CONTRACTOR TO VERIFY LOCATION, SIZE, TYPE AND ELEVATION OF EXISTING UTILITIES PRIOR TO COMMENCING CONSTRUCTION.
10. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE OCCUPATION SAFETY AND HEALTH ADMINISTRATION REGULATIONS.
11. CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED BY GOVERNMENTAL AGENCIES.
12. A COPY OF THIS PLAN SHALL BE KEPT IN AN EASILY ACCESSIBLE LOCATION ON THE SITE AT ALL TIMES DURING CONSTRUCTION.
13. IF UNANTICIPATED CONDITIONS ARE ENCOUNTERED DURING THE COURSE OF THE CONSTRUCTION AND ARE BEYOND THE SCOPE OF THE DESIGN, THE ENGINEER SHALL SUBMIT THE NECESSARY REVISED OR SUPPLEMENTAL IMPROVEMENT PLANS FOR REVIEW AND APPROVAL BY THE TOWN OF FLORENCE AND THEIR ENGINEER.
14. A QUALIFIED REGISTERED ENGINEER OR LAND SURVEYOR MUST CERTIFY THAT THIS PROJECT WAS CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE APPROVED PLANS.
15. ALL EXISTING DRAINAGE WAYS SHALL BE RESTORED TO EXISTING CONDITIONS AFTER CONSTRUCTION.
16. ALL TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% PROCTOR DENSITY.
17. CONTRACTOR SHALL REMOVE ALL EXCESS EXCAVATED MATERIALS, CONSTRUCTION DEBRIS, GRUBBED VEGETATION, AND REMOVAL ITEMS CALLED OUT ON PLANS FROM SITE AND LEGALLY DISPOSE OF THESE MATERIALS OFF SITE.
18. ALL PIPE AND FITTINGS SHALL BE APPROPRIATELY MARKED OR COLOR CODED TO INDICATE THAT THE PIPE IS A POTABLE WATER PIPE. CONTRACTOR SHALL INSTALL AN INSULATED 12-GAUGE LOCATING WIRE AND WARNING TAPE OVER ALL SEWER MAINS IN ACCORDANCE WITH THE LATEST EDITION OF THE MARICOPA ASSOCIATION OF GOVERNMENT (M.A.G.) UNIFORM STANDARD SPECIFICATIONS AND DETAILS AND TOWN OF FLORENCE UTILITY CONSTRUCTION STANDARDS.
19. ALL CONSTRUCTION AND TEST METHODS SHALL BE IN CONFORMANCE WITH M.A.G. UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION.
20. ALL CONCRETE SHALL COMPLY WITH M.A.G. SPECIFICATION SECTIONS 505 AND 725 AS APPLICABLE, UNLESS OTHERWISE SPECIFIED.
21. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CALCULATE HIS OWN EARTHWORK QUANTITIES AND SUBMIT HIS BID BASED THEREON.
22. ALL ORGANIC MATERIAL SHALL BE REMOVED WITHIN CLEARING LIMITS FOR NECESSARY GRADING TO A DEPTH OF SIX (6) INCHES AND LAWFULLY DISPOSED OF PRIOR TO GRADING.
23. THE GEOTECHNICAL ENGINEER SHALL OBSERVE, INSPECT AND TEST ALL EARTHWORK OPERATIONS, INCLUDING BUT NOT LIMITED TO: CLEARING, GRUBBING, SUBGRADE PREPARATION, STRUCTURAL AND TRENCH EXCAVATION AND BACKFILL TOGETHER WITH PLACEMENT AND COMPACTION OF FILL. THE SAID ENGINEER SHALL CERTIFY THAT ALL GRADING OPERATIONS WERE PERFORMED IN ACCORDANCE WITH APPLICABLE STANDARDS.
24. ALL WORK SHALL CONFORM TO GRADING STANDARDS PER TOWN OF FLORENCE ZONING CODE, LATEST EDITION.
25. ALL REVISIONS TO THESE PLANS MUST BE APPROVED BY THE TOWN OF FLORENCE ENGINEER PRIOR TO CONSTRUCTION.
26. THE CONTRACTOR SHALL USE THE FOLLOWING PIPE FOR USE ON THIS PROJECT.
    A) PVC – SDR18 CLASS 150 C-900. UNLESS OTHERWISE CALLED OUT ON THE PLANS.
27. THE HORIZONTAL DISTANCE BETWEEN A PUBLIC WATER PIPE AND THE GRAVITY MAIN SHALL NOT BE LESS THAN SIX (6) FEET. VERTICAL CLEARANCE BETWEEN THE WATER MAIN AND GRAVITY SEWER MAIN SHALL BE A MINIMUM OF TWO (2) FEET. (IF THESE CRITERIA CANNOT BE MET, DESIGN CHANGES WILL BE REQUIRED). CONTRACTOR SHALL FIELD VERIFY THE SEPARATION OF EXISTING WATER MAINS AND PROPOSED SEWER MAINS BY POT HOLING THE EXISTING WATER MAINS PRIOR TO CONSTRUCTION AND IMPLEMENTATION.
28. HAND BACKFILL OF SELECT MATERIAL SHALL BE IMPORTED OR TRENCH EXCAVATION MATERIAL WHICH SHALL BE IN ACCORDANCE WITH TOWN OF FLORENCE PUBLIC WORKS DEPARTMENT AND THE LATEST EDITION OF THE MARICOPA ASSOCIATION OF GOVERNMENTS (M.A.G.) UNIFORM STANDARDS AND SPECIFICATIONS.
29. BEDDING SHALL BE SAND IN ACCORDANCE WITH TOWN OF FLORENCE PUBLIC WORKS DEPARTMENT. BEDDING MATERIAL DESIGN CRITERIA IS GRANULAR MATERIAL WITH A WEIGHT OF 115 LBS. PER CUBIC FOOT. S.F. 1.5. SHOULD GROUND WATER OR OTHER UNANTICIPATED SOIL CONDITION BE ENCOUNTERED, THE BEDDING SHALL BE MODIFIED AS DIRECTED BY THE ENGINEER.
30. CONTRACTOR TO VISIT SITE AND FAMILIARIZE THEMSELVES WITH EXISTING CONDITIONS PRIOR TO SUBMITTING A BID FOR THE PROJECT.
31. CONTRACTOR SHALL REPLACE EXISTING STRIPING, CROSSWALKS AND TRAFFIC SYMBOLS PER TOWN OF FLORENCE AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
32. UPON COMMENCEMENT OF WORK, TRAFFIC CONTROL DEVICES SHALL BE POSTED AND MAINTAINED BY THE CONTRACTOR UNTIL SUCH TIME AS THE WORK IS COMPLETED. ALL WARNING SIGNS, BARRICADES, ETC. SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES ADOPTED BY THE STATE OF ARIZONA PURSUANT TO A.R.S. 28-650.
33. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL HOMES AND BUSINESSES DURING CONSTRUCTION.
34. THE CONTRACTOR SHALL CONTACT UTILITY COMPANIES PRIOR TO CROSSING OR CONSTRUCTION ADJACENT TO EXISTING FACILITIES.
35. SEE SHEET C-10 FOR SURVEY POINT TABLE.

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

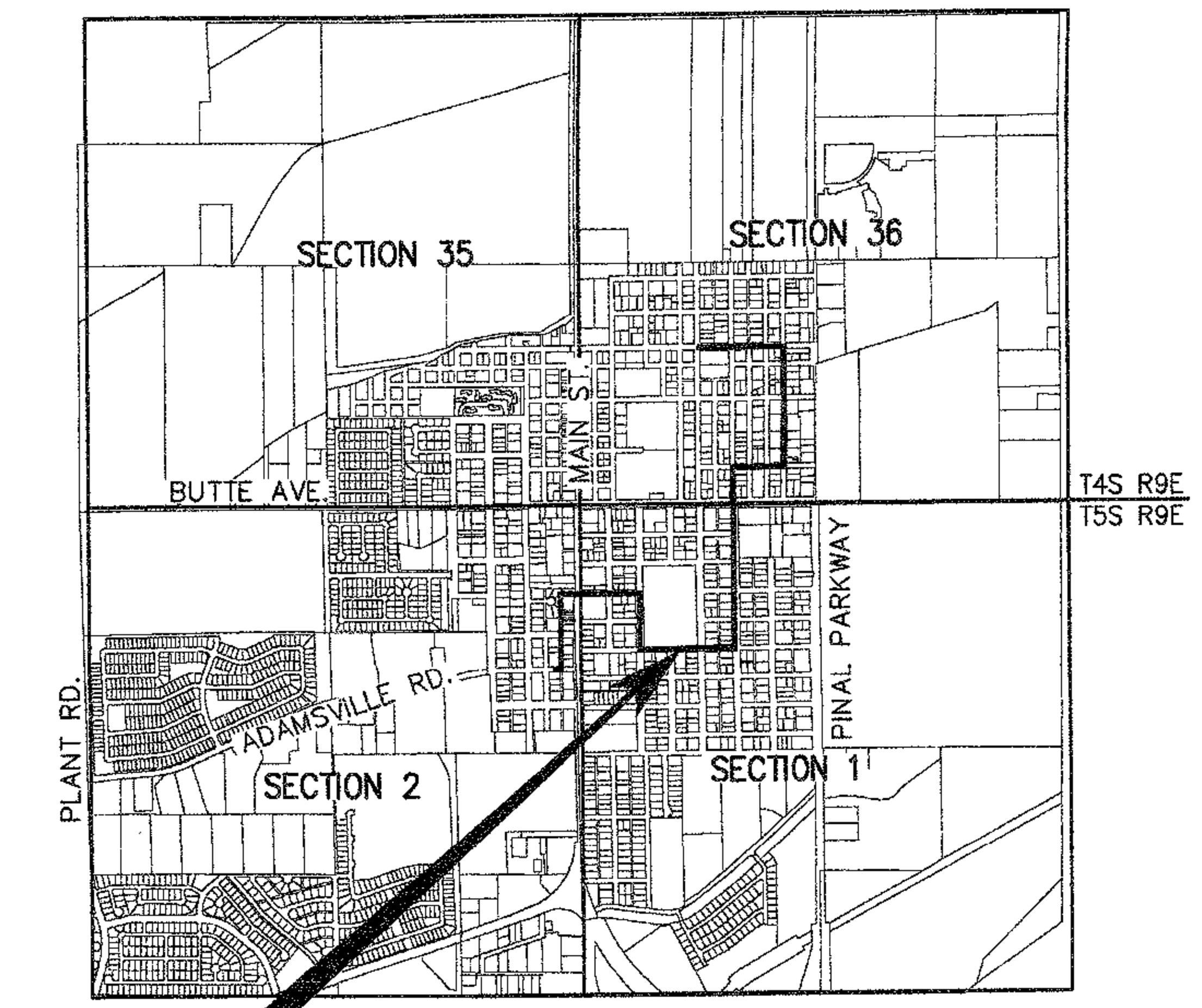
M:\Jobs\400's\486.05\ENG\Deliverables\486.05-G-01.dwg Dec 01, 2017 – 1:42pm gfoford



SITE PLAN
1"=300'

SCALE: 1" = 300'

SCALE: 3"=1 MILE



THIS PROJECT

LOCATION MAP

A PORTION OF SECTIONS 1&2
T-5-S, R-9-E,
SECTION 36
T-4-S, R-9-E
G&SRM PINAL COUNTY, ARIZONA

LEGEND

Symbol	Description
1500	EXISTING CONTOUR
OHE	EXISTING OVERHEAD UTILITY LINE
E	EXISTING ELECTRIC LINE
W	EXISTING WATER MAIN AND VALVE
WS	EXISTING WATER SERVICE
G	EXISTING GAS MAIN
	NEW WATER MAIN AND VALVE
(A)	NEW AIR RELEASE VALVE
HCP	HORIZONTAL CONTROL POINT
1 / 3	DETAIL NUMBER / SHEET NUMBER
2	SHEET INDEX NUMBER
MON	SURVEY MON
	FIRE HYDRANT
PP	POWER POLE
SMH	SANITARY SEWER MANHOLE
	EXISTING EDGE OF PAVEMENT
	EXISTING CHAIN LINK FENCE
	EXISTING WIRE FENCE
	EXISTING BLOCK WALL
T	NEW METER TIE-OVER
W	ABANDON WATER MAIN

SHEET INDEX

G-01	COVER SHEET AND GENERAL NOTES
G-02	TOWN OF FLORENCE NOTE SHEET
C-01	PLAN AND PROFILE SHEET
C-02	PLAN AND PROFILE SHEET
C-03	PLAN AND PROFILE SHEET
C-04	PLAN AND PROFILE SHEET
C-05	PLAN AND PROFILE SHEET
C-06	PLAN AND PROFILE SHEET
C-07	PLAN AND PROFILE SHEET
C-08	PLAN AND PROFILE SHEET
C-09	PLAN AND PROFILE SHEET
C-10	DETAIL SHEET
C-11	PAVEMENT REPLACEMENT PLAN

ADEQ WATER NOTES:

1. ALL WATERLINES AND FITTINGS SHALL HAVE NATIONAL SANITATION FOUNDATION (NSF) SEAL AND COMPLY WITH A.A.C. R-18-4-213.C STANDARDS.
2. ALL MATERIALS AND PRODUCTS USED IN THE DRINKING WATER SYSTEM SHALL CONFORM TO NSF STANDARD 61.
3. CONSTRUCTION MATERIALS USED IN THE WATER SYSTEM SHALL BE LEAD FREE AS IN ACCORDANCE WITH A.A.C. R18-5-504 AND R18-5-101.
4. WATER LINES SHALL BE PRESSURE AND LEAKAGE TESTED IN ACCORDANCE WITH A.W.W.A. C605-94.
5. PRESSURE AND LEAKAGE TESTING RESULTS MUST BE PROVIDED WITH THE APPROVAL OF CONSTRUCTION (AOC) APPLICATION IN ORDER FOR THE AOC PERMIT TO BE ISSUED. DATA REQUIRED FOR THE ENGINEERING CERTIFICATE OF COMPLETION (ECC) AND THE AOC CAN BE FOUND AT http: www.azdeq.gov/environ/water/dw/download/data.pdf
6. WATER LINES SHALL BE DISINFECTED BY CHLORINATION IN ACCORDANCE WITH A.W.W.A. C601 STANDARD AND A.D.E.Q. BULLETIN NO. 8.
7. DISINFECTION RESULTS FROM AN ARIZONA STATE ACCREDITED LABORATORY MUST BE APROVIDED WITH THE APPROVAL OF CONSTRUCTION (AOC) APPLICATION IN ORDER FOR THE AOC PERMIT TO BE ISSUED.
8. WATER/SEWER LINE SEPARATION SHALL BE IN ACCORDANCE WITH A.A.C. R-18-5-502.C.
9. ALL FITTINGS, VALVES, FLEXIBLE COUPLINGS, AND REPAIR CLAMPS SHALL BE ENCASED WITH A 10 MIL POLYETHYLENE IN ACCORDANCE WITH A.W.W.A. C-105 METHOD C.

MATERIAL QUANTITY LIST

ITEM	PHASE 1 QTY	PHASE 2 QTY	PHASE 3 QTY
12" PVC PIPE	1,660 LF	3,000 LF	3,500 LF
12" DIP PIPE	30 LF	90 LF	150 LF
6" DIP PIPE	83 LF	153 LF	338 LF
12" GATE VALVE, B&C	4 EA	11 EA	13 EA
6" GATE VALVE, B&C	3 EA	8 EA	12 EA
12" TAPPING SLEEVE		1 EA	
6" TAPPING SLEEVE			1 EA
NEW FIRE HYDRANT	3 EA	7 EA	11 EA
SERVICE TIE OVERS	~~20 EA~~	9 EA	20 EA
24" JACK AND BORE	90 LF	~~103 LF~~	103 LF
1" COMBINATION AIR RELEASE VALVE	1 EA	4 EA	6 EA
PAVEMENT PATCH / REPLACEMENT	330 SY	1,800 SY	8,850 SY

Registered Professional Engineer (Civil) CERTIFICATE NO. 62265 TROY M. BELCHER Date signed 12/20/2017 ARIZONA U.S.A. EXPIRES 6/30/2019

FOR REVISION 1 ONLY

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS PROJECT: POINT #372 (POINT TABLE) NORTH QUARTER CORNER OF SECTION 1 TO POINT #373 (POINT TABLE) CENTER QUARTER CORNER OF SECTION 1, BEARING S00°05'44"E DISTANCE OF 2640.67'.

BASIS OF ELEVATION

THE BASIS OF ELEVATION (BENCHMARK): NGS DESIGNATION – G 364 PID – DU0539, ELEVATION NAVD 88 = 1492.97; FIELD LOCATION POINT #364 (POINT TABLE)

ACCEPTED:

TOWN OF FLORENCE, TOWN ENGINNER — DATE 12/12/17

TOWN OF FLORENCE, FIRE MARSHAL — DATE 12/12/17

DESIGNED BY: CC
DRAWN BY: GGF
CHECKED BY: TMB
DRAWING SCALE(S):

WestLand Resources
4001 E. Paradise Falls Drive
Tucson, Arizona 85712
(520) 206-9585

REVISIONS

NO.	BY	DESCRIPTION	APP'D	DATE
1	MPS	REVISIONS TO MATERIAL QUANTITY LIST		12/20/17

TOWN OF FLORENCE
12" WATER LINE AUGMENTATION
WATER PLANS
COVER SHEET AND GENERAL NOTES

Registered Professional Engineer (Civil) CERTIFICATE NO. 62265 TROY M. BELCHER Date signed 12/1/2017 ARIZONA U.S.A. EXPIRES 6/30/2019

PLAN DATE: DECEMBER 01, 2017
PROJECT NUMBER: 486.05-A-8000
SHEET NO. G-01

TOWN OF FLORENCE NOTES

1. GENERAL NOTES: CONSTRUCTION INSPECTION AND TESTING

A. ALL PUBLIC IMPROVEMENT CONSTRUCTION WITHIN THE TOWN OF FLORENCE PUBLIC ROW AND ONSITE SHALL BE CONDUCTED IN ACCORDANCE WITH, AND CONFORM TO, THE LATEST EDITION OF THE UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AND UNIFORM STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION, BOTH AS PUBLISHED BY THE MARICOPA ASSOCIATION OF GOVERNMENTS (MAG).

B. INSPECTION OF WORK PER MAG 105.10: THE ENGINEER SHALL BE PERMITTED TO INSPECT ALL MATERIALS,AND EACH PART OR DETAIL OF THE WORK AT ANY TIME FOR THE PURPOSE OF EXPEDITING AND FACILITATING THE PROGRESS OF WORK. HE SHALL BE FURNISHED WITH SUCH INFORMATION AND ASSISTANCE BY THE CONTRACTOR, AS IS REQUIRED TO MAKE A COMPLETE AND DETAILED INSPECTION. THE TOWN ENGINEER REQUIRES THAT THE ACTUAL TEST RESULT DATA SHEET ACCOMPANY ALL COMPACTION TEST RESULTS SUBMITTED TO THE TOWN'S INSPECTOR. PASS/FAIL STATEMENTS ARE NOT ACCEPTABLE WITHOUT THE ATTACHED DATA SHEET. FAILURE TO SUBMIT THE TEST RESULT DATA SHEETS WILL RESULT IN AN INCOMPLETE SUBMITTAL AND THE TEST WILL BE REJECTED.

C. IN THE EVENT OF CONFLICT BETWEEN MAG STANDARD SPECIFICATIONS AND DETAILS AND THESE PLANS, THESE PLANS SHALL PREVAIL.

D. THE OFFICE OF THE TOWN ENGINEER SHALL BE NOTIFIED AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO THE COMMENCEMENT OF ANY WORK WITHIN THE TOWN OF FLORENCE ROW. TELEPHONE: 520-868-7617.

E. CONTRACTOR IS TO NOTIFY ALL PUBLIC UTILITIES AT LEAST TWO (2) WORKING DAYS PRIOR TO CONSTRUCTION, FOR FIELD LOCATIONS OF THEIR RESPECTIVE FACILITIES, BY CONTACTING THE FOLLOWING: BLUE STAKE: 1-800-782-5348.

F. CONTRACTOR SHALL IDENTIFY, COORDINATE AND MAKE ARRANGEMENTS FOR RELOCATION OF ANY UTILITIES CONFLICTING WITH THE PROPOSED CONSTRUCTION OF THESE PLANS, WITH THE APPROPRIATE UTILITY.

G. IDENTIFICATION, REMOVAL AND REPLACEMENT OF ALL TREES, SHRUBS, VEGETATION, MISCELLANEOUS STRUCTURES, DEBRIS, RUBBLE AND OTHER DELETERIOUS MATERIALS WITHIN THE LIMITS OF CONSTRUCTION SHALL BE AT THE CONTRACTOR'S EXPENSE.

H. ALL CONCRETE SIDEWALKS, DRIVEWAYS, APRONS, CROSS-PANS, VALLEY GUTTER, CURBS AND GUTTERS LANDSCAPING AND IRRIGATION THAT MAY BE DAMAGED DURING THE COURSE OF CONSTRUCTIONS SHALL BE REMOVED AND REPLACED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE. SHORING IS TO BE INSTALLED OR A TRENCH BOX IS TO BE USED, IN ALL TRENCHES IN EXCESS OF FIVE (5') FEET IN DEPTH. A REGISTERED CIVIL ENGINEER OR SOILS ENGINEER SHALL CERTIFY SHORING INSTALLATION PLANS, DETAILS AND SPECIFICATIONS. SHORING MUST CONFORM TO OSHA 29 CFR, PART 1926, AND SUBPART D.

I. COMPACTION TESTING IS REQUIRED AND MUST BE PERFORMED IN THE PRESENCE OF A REPRESENTATIVE OF THE TOWN ENGINEER.

J. BACKFILL: BACKFILL WITHIN THE PUBLIC UTILITY EASEMENTS AND WITHIN PUBLIC STREET ROW SHALL BE COMPACTED TO 95% OF MAXIMUM THEORETICAL DENSITY PER ASTM D698. ALL MATERIALS OUTSIDE THE MOISTURE LIMIT SHALL BE CONSIDERED UNSUITABLE, AND SUBJECT TO REMOVAL. NO HYDRAULIC COMPACTION OR WATER JET COMPACTION WILL BE ALLOWED. ALL COMPACTION MUST BE DONE BY MECHANICAL MEANS. MOISTURE LIMIT SPEC: 2.0 PERCENT BELOW OPTIMUM MOISTURE, MATERIAL SHALL BE UNIFORM.

K. SUB GRADE: SUB-GRADE PREPARATION FOR ALL NEW STREETS AND ROADWAYS SHALL CONSIST OF SCARIFYING AND LOOSENING SUB-GRADE TO A DEPTH OF SIX (6") INCHES. SUB-GRADE SHALL BE CONSTRUCTED TO ACHIEVE UNIFORM MOISTURE CONTENT BY THE ADDITION OF WATER AND COMPACTED TO 95% OF MAXIMUM DENSITY. MOISTURE SHALL BE MAINTAINED BETWEEN OPTIMUM AND 4.0% BELOW OPTIMUM MOISTURE AND SHALL BE COMPACTED TO 95% ON MAXIMUM THEORETICAL DENSITY, AS DETERMINED BY ASTM D698. ALL MATERIALS OUTSIDE THE MOISTURE LIMIT AT THE TIME OF PLACEMENT AND COMPACTION SHALL BE CONSIDERED UNSUITABLE AND SUBJECT TO REMOVAL. THE FINISHED SURFACE OF THE SUB-GRADE SHALL NOT VARY FROM THE GRADES ESTABLISHED BY THE TOWN ENGINEER BY MORE THAN: 0.04 OF A FOOT ABOVE OR BELOW SPECIFIED GRADE.

L. GRADING OF AGGREGATE BASES AND AGGREGATE SUB-BASE SHALL BE AS FOLLOWS: AGGREGATE MATERIALS SHALL HAVE WATER ADDED TO THEM AND SHALL BE MIXED AND PROCESSED TO PRODUCE A UNIFORM BLEND OF MATERIAL BEFORE PLACEMENT. AFTER PROCESSING, THE MATERIAL SHALL BE PLACED AND SPREAD ON THE PREPARED SUB-GRADE AND SHALL BE PLACED IN A UNIFORM LAYER OR LAYERS NOT EXCEEDING SIX (6") INCHES IN COMPACTED DEPTH, UNLESS OTHERWISE APPROVED IN WRITING BY THE TOWN ENGINEER. EACH LAYER OF AGGREGATE BASE SHALL BE COMPACTED TO A DENSITY OF NOT LESS THAN 100% OF THE MAXIMUM DENSITY. THE FINISHED SURFACE OF THE SUB-GRADE SHALL NOT VARY FROM THE GRADES ESTABLISHED BY THE TOWN ENGINEER BY MORE THAN: 0.04 OF A FOOT ABOVE OR BELOW SPECIFIED GRADE.

M. COMPACTION TESTING FOR SUB-GRADE WILL BE DONE AFTER THE SUB-GRADE HAS BEEN STRING LINED AND IS WITHIN TOLERANCE AND ACCEPTED BY THE TOWN ENGINEER. THE TOWN ENGINEER OR HIS REPRESENTATIVE WILL DIRECT THE NUMBER AND LOCATION OF DENSITY TESTS. ALL SUB-GRADES SHALL HAVE A BLUE-TOP ELEVATION SET TO FINISHED GRADE AND LEFT AND RIGHT EDGES OF PAVEMENT, AND CENTERLINE OF ROADWAY.

N. ONE (1) SAND CONE TEST SHALL BE REQUIRED FOR EVERY TEN (10) NUCLEAR DENSITY TESTS PERFORMED, OR WHEN REQUESTED BY THE TOWN ENGINEER OR HIS REPRESENTATIVE. THE TOWN ENGINEER OR ENGINEER'S REPRESENTATIVE SHALL DETERMINE THE LOCATIONS OF THESE SAND CONE TESTS.

O. ALL MATERIALS, INCLUDING BUT NOT LIMITED TO AGGREGATE BASE COURSE, BORROW MATERIAL AND NATIVE MATERIAL, WILL BE ACCEPTED IN PLACE ONLY. TESTING REQUIRED FOR ACCEPTANCE WILL INCLUDE A SIEVE ANALYSIS AND PLASTICITY INDEX, (P.I.). DETERMINATION OF MAXIMUM THEORETICAL DENSITY WILL BE IN ACCORDANCE WITH ASTM D698. ONLY A FOUR-POINT PROCTOR TEST WILL BE ACCEPTED.

P. THE BASE COURSE SHALL NOT BE PLACED ON SUB-GRADE UNTIL THE TOWN ENGINEER HAS ACCEPTED THE SUB-GRADE. ALL MATERIALS WILL BE ACCEPTED IN PLACE ONLY. COMPACTION DENSITIES: MAG TYPE I BACKFILL MATERIAL (SECTION 601.4.4) IS MODIFIED TO INCLUDE AREAS UNDER THE PAVEMENT, ROW, AND EASEMENTS FOR ALL TRENCHES INCLUDING SEWER, WATER, ELECTRIC, AND GAS, TELEPHONE, AND STORM DRAINS, MOISTURE SPEC. 2.0 PERCENT BELOW OPTIMUM MOISTURE COMPACT TO 95% OF MAXIMUM THEORETICAL DENSITY. ALL MATERIALS OUTSIDE THE MOISTURE SPEC-LIMIT SHALL BE CONSIDERED UNSUITABLE, SUBJECT TO REMOVAL AND MATERIAL SHALL BE UNIFORM.

Q. THE LOCATION OF ALL SEWER STUB-OUTS SHALL BE STAMPED ON THE TOP OF VERTICAL CURB, AND FACE OF ROLLED CURBS, WITH A FOUR (4") INCH HIGH LETTERS (IE: "S").

R. ALL CURB, GUTTER AND SIDEWALK EXPANSION JOINT FILLER WILL BE ½" BITUMINOUS PRE-MOLDED ALL EXPANSION JOINT SPACING SHALL NOT EXCEED A MAXIMUM OF (50') FEET OR AS DIRECTED BY THE TOWN ENGINEER. CONCRETE CURING COMPOUND MATERIAL SHALL BE A WHITE PIGMENT MEMBRANE USED ON ALL CONCRETE STRUCTURES INCLUDING CURB & GUTTER, SIDEWALK, HEADWALL, CATCH BASINS AND SIDEWALK RAMPS.

S. PAVING WILL NOT COMMENCE UNTIL AGGREGATE BASE COURSE COMPACTION AND GRADATION TESTS ARE COMPLETED AND THE TOWN ENGINEER ACCEPTS THE RESULTS.

T. USPS CLUSTER MAIL BOX LOCATIONS MUST BE PRE-DETERMINED AND NOTED ON THE CIVIL PLANS FOR GRADING AND PAVING. ADD CLUSTER BOXES TO THE LEGEND AND IN CONSTRUCTION NOTES. CLUSTER BOX LOCATIONS SHOULD BE SHOWN ON THE "OVERALL SEWER/WATER/HYDRANT/STREETLIGHT PLAN."

U. MEDIAN CURB & GUTTER BULL NOSE SHALL BE PAINTED YELLOW, WITH REFLECTIVE GLASS BEADS, PER M. A. G. DTL-223, AND HAVE YELLOW PAVEMENT REFLECTORS INSTALLED AFTER THE PAINTING IS COMPLETE.

2. GRADING NOTES

A. APPROVED GEO-TECHNICAL REPORT: BY: QUALITY TESTING INC.
DATED:OCTOBER 30, 2017. JOB NUMBER: # 17046.00.

B. THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL NECESSARY REGULATIONS AND REQUESTS BY THE TOWN AND PINAL COUNTY REGARDING DUST CONTROL.

C. REMOVAL OF ALL CACTI AND NATIVE PLANTS SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF THE "ARIZONA NATIVE PLANT LAW" A.R.S. CHAPTER 7.

D. CONTRACTOR MUST KEEP PUBLIC STREETS CLEAR OF SOIL, MUD, AND DEBRIS AT ALL TIMES.

E. CONTRACTOR MUST PREVENT DAMAGE TO DRAINAGE DURING GRADING CONSTRUCTION.

F. CONTRACTOR MUST CORRECT ANY DAMAGE TO PUBLIC OR PRIVATE PROPERTY THAT RESULTS FROM WORK DONE UNDER THE APPROVAL OF THE GRADING PERMIT.

G. IF SITE GRADING TOTALS MORE THAN ONE-TENTH (0.1) ACRE, CONTRACTOR MUST OBTAIN A PINAL COUNTY DUST CONTROL PERMIT. IF GRADING EXCEEDS ONE (1.0) ACRE, THIS ACTIVATES AZPDES AND CONTRACTOR MUST SUBMIT A NOI TO ADEQ AND PREPARE A STORM WATER MANAGEMENT PLAN ACCEPTABLE TO ADEQ.

H. ALL ON-SITE GRADING MUST COMPLY WITH CHAPTER 70 OF THE UNIFORM BUILDING CODE.

I. ALL GRADING IN THE PUBLIC ROW MUST COMPLY WITH MAG SPECIFICATIONS AND STANDARD DETAILS; THE ENGINEER'S APPROVED PLANS AND SPECIFICATIONS FOR THE PROJECT; AND THE SOILS ENGINEER'S GEOTECHNICAL REPORT FOR THE PROJECT. SURVEYORS WILL SET CONSTRUCTION STATIONS, STAKES, ESTABLISHING LINES AND GRADES FOR ROAD WORK, CURBS, GUTTERS, SIDEWALKS, STRUCTURES AND CENTERLINES FOR UTILITIES AND NECESSARY APPURTENANCES AS DEEMED NECESSARY, AND WILL FURNISH THE CONTRACTOR WITH ALL NECESSARY INFORMATION RELATING TO THE GRADES. THESE STAKES AND MARKS SHALL CONSTITUTE THE FIELD CONTROL BY AND IN ACCORDANCE WITH WHICH THE CONTRACTOR SHALL ESTABLISH OTHER NECESSARY CONTROLS AND PERFORM THE WORK. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR THE PRESERVATION OF ALL STAKES AND MARKS, AND IF THE CONTRACTOR HAS CARELESSLY OR WILLFULLY DESTROYED THE CONSTRUCTION STAKES OR MARKS, THE COST FOR REPLACING THEM WILL BE CHARGED AGAINST HIM

J. NO MINIMUM FLOOR ELEVATION SHALL BE LOWERED UNLESS APPROVED BY THE TOWN ENGINEER.

K. ANY SLOPE THAT IS STEEPER THAN 3:1 SHALL BE RIP-RAPPED OR SHALL BE REVEGETATED.

L. THE CONTRACTOR SHALL PROVIDE A LEVEL BOTTOM (+/- 1/10) IN ALL RETENTION BASINS, AT THE ELEVATIONS SHOWN ON THE PLANS. RETENTION BASIN SIDE SLOPES SHALL NOT EXCEED 4:1, UNLESS APPROVED BY THE TOWN ENGINEER AND NOTED ON THE PLANS.

M. RETENTION BASIN PERCOLATION TESTS SHALL BE PERFORMED AFTER GRADING IS COMPLETED AND PRIOR TO LANDSCAPING. PERCOLATION TESTS SHALL BE SUBMITTED TO THE TOWN ENGINEER. RECOMMENDATIONS REGARDING NUMBER OF DRYWELLS REQUIRED TO MEET THE REQUIREMENTS OF THE TOWN CODE WILL BE PRESENTED TO THE TOWN ENGINEER FOR APPROVAL, AND THE FINAL NUMBER OF DRYWELLS REQUIRED SHALL BE DETERMINED BY THESE TESTS. AFTER THE FIRST DRYWELL INSTALLATION A CONSTANT HEAD PRESSURE TEST WILL BE REQUIRED. THE DESIGN ENGINEER SHALL PROVIDE THE TOTAL NUMBER OF DRYWELLS REQUIRED AND SUBMIT THE CALCULATIONS TO THE TOWN ENGINEER. DRYWELLS REQUIRE A PERMIT FROM THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY AND ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY DRYWALL REGISTRATION NUMBERS SHALL BE NOTED ON THE AS-BUILT PLANS.

N. GRADING PLAN AS-BUILTS: AS-GRADED CERTIFICATION OF THE ON-SITE GRADING BY THE DESIGN ENGINEER IS REQUIRED PRIOR TO FINAL ACCEPTANCE OF ANY ON-SITE GRADING OR DRAINAGE IMPROVEMENTS. AS-BUILT DRAWINGS OF THE PUBLIC IMPROVEMENTS BY THE DESIGN ENGINEER ARE REQUIRED PRIOR TO FINAL ACCEPTANCE OF THE PUBLIC IMPROVEMENTS. AS-BUILT GRADING PLANS SHALL BE PREPARED BY THE DESIGN ENGINEER AFTER GRADING IS COMPLETED. THESE SHALL INCLUDE BUT NOT BE LIMITED TO, AS-BUILT ELEVATIONS FOR: FINISHED PADS, ALL REAR PROPERTY CORNERS, TOP OF CURB AT ALL PROPERTY LINES, RETENTION BASIN BOTTOMS, SWALES, BERMS AND PERIMETER LANDSCAPE EASEMENTS, ANY AND ALL DEVIATIONS FROM THE APPROVED PLANS AT THE TIME OF COMPLETION OF MASS GRADING. IF ANY DRYWELLS HAVE BEEN INSTALLED, ADEQ DRYWALL REGISTRATION NUMBERS MUST BE MADE PART OF THE AS BUILT PLANS.

3. STORM SEWER NOTES

A. CUT-OFF WALLS WITH A MINIMUM DIMENSION OF 1'-6", SHALL BE USED AT ALL SCUPPERS, AND TERMINATIONS OF RIPRAP AND CONCRETE STORM DRAINAGE CULVERTS AND CONCRETE SPILLWAY BEHIND SCUPPERS 6' MINIMUM.

B. GUARD RAILINGS SHALL BE PLACED ON ALL SCUPPERS ABOVE SPILLWAYS.

C. HINGED TRASH RACKS ARE REQUIRED AT ALL INLETS AND OUTLETS OF STORM SEWER HEAD WALLS FOR ALL PIPES 12" (INCHES) IN DIAMETER AND LARGER.

D. REINFORCED CONCRETE PIPE (RCP) SHALL BE PLACED PER MANUFACTURER'S SPECIFICATIONS AND IN ACCORDANCE WITH MAG

E. ALL RIPRAP SHALL BE GROUTED.

F. "U-TYPE" HEADWALLS WITH WING WALLS PER MAG STD, DET. 501-3 OR 501-4 ARE REQUIRED FOR ALL XPOSED STORM WATER PIPE.

G. MANHOLE CONCRETE COLLAR SHALL BE 1' FOOT DEEP AND 1' FOOT WIDE OUTSIDE OF RIM CASTING. COLLAR SHALL BE USED IN UNPAVED AS WELL AS PAVED AREAS.

H. RETENTION BASINS SHOULD BE CONSTRUCTED WITH A TWO-FOOT (2') BENCH AT TOP PRIOR TO START OF SLOPE.

I. ALL CMP AND RCP PIPE JOINTS SHALL BE JOINED WITH AN "O" RING OR GASKET TYPE WATERTIGHT SEAL.

J. ANY STORM DRAINS CROSSING PAVED TOWN STREETS REQUIRE A.B.C. BEDDING MINIMUM FOUR (4) INCHES BELOW AND ONE (1) FOOT ABOVE THE TOP OF THE PIPE. ALL STORM PIPES WITHIN TOWN ROW SHALL BE RGRCP.

K. CONSTRUCTION OF STORM DRAIN REQUIRES FOUR (4) INCHES A.B.C. BEDDING PER MAG SPEC. 702. MODIFIED COMPACTION TO 95% TYPICAL.REINFORCED CONCRETE BOX CULVERTS SHALL BE CONSTRUCTED PER A.D.O.T. STANDARDS AND SPECIFICATIONS, TYPICAL, UNLESS OTHERWISE SPECIFIED IN CONSTRUCTION PLANS SUBMITTED.

M. CONSTRUCTION OF MANHOLE FOUNDATIONS FOR ALL STORM SEWER BASES SHALL BE PER MAG SECTIONS 505 AND 725.

N. STORM PLAN AS-BUILTS: AS-BUILT STORM SEWER PLANS PREPARED BY THE DESIGN ENGINEER SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING: TOP OF CURB (TOC) ELEVATIONS AT BOTH ENDS OF EACH SCUPPER AND GUTTER AT CENTER OR FLOW-LINE OF EACH SCUPPER; INLET AND OUTLET INVERTS; HEADWALL TOP ELEVATIONS AND INVERTS; CROSS-PAN AND VALLEY GUTTER FLOW LINES ELEVATIONS; STORM MANHOLE RIM AND INVERT ELEVATIONS; DRYWELL RIM ELEVATIONS; PIPE DIMENSIONS AND LENGTHS, AND ANY AND ALL DEVIATIONS FROM APPROVED DRAWINGS.

4. PAVING NOTES

A. ALL GRADING, EXCAVATION, PAVING, TRENCHING, PIPE BEDDING AND BACKFILL SHALL COMPLY WITH THE RECOMMENDATIONS SET FORTH IN THE SOILS (GEO-TECHNICAL) REPORT FOR THIS PROJECT AND THE REFERENCED REQUIRED SPECIFICATIONS AND DETAILS. SOILS REPORT AND PAVEMENT DESIGN WERE PREPARED: BY: QUALITY TESTING INC. DATED: OCTOBER 30, 2017, JOB NO. # 17046.00.

B. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS AND HORIZONTAL CONTROLS OF ALL EXISTING UTILITIES AT POINT OF TIE-IN PRIOR TO COMMENCING ANY NEW CONSTRUCTION. SHOULD ANY LOCATION, ELEVATION OR CONTROL DIFFER FROM THAT SHOWN ON THESE PLANS, THE CONTRACTOR SHALL CONTACT THE OWNER'S AGENT.

C. THE CONTRACTOR SHALL GIVE MINIMUM 72-HOURS NOTICE TO THE TOWN ENGINEER PRIOR TO ANY CONSTRUCTION ACTIVITY WITHIN THE ROW.

D. THE TOWN ENGINEER, OR HIS/HER AUTHORIZED REPRESENTATIVE, MUST APPROVE ALL PLAN REVISIONS IN WRITING PRIOR TO CONSTRUCTION OF ANY CHANGES TO APPROVED PLANS.

E. UPON COMMENCEMENT OF WORK, TRAFFIC CONTROL DEVICES PER THE APPROVED TRAFFIC CONTROL PLAN (TCP) SHALL BE POSTED AND MAINTAINED BY THE CONTRACTOR UNTIL SUCH TIME AS WORK IS COMPLETED.

F. REMOVAL AND RELOCATION OF ALL MAILBOXES, FENCES, SIGNS, GATES, POSTS, PIPES, ETC., WITHIN THE ROW AND CONSTRUCTION LIMITS SHALL BE DIRECTED BY THE TOWN ENGINEER.

G. 25 MPH SPEED LIMIT SIGNS SHALL BE LOCATED AT ALL ENTRANCES INTO A RESIDENTIAL SUBDIVISION DEVELOPMENT. 35 MPH SIGNS FOR COLLECTORS SHALL BE LOCATED PER THE PLANS.

H. CONCRETE COLLARS, ON ALL UTILITY AND SURVEY MONUMENT FRAME ADJUSTMENTS, ARE TO BE INSTALLED FLUSH WITH THE PROPOSED OR EXISTING PAVEMENT. CONTRACTOR SHALL PRESERVE LOCATION OF ANY/ALL PRE-EXISTING SURVEY MONUMENTS, AND PROVIDE FOR RE-INSTALLATION OF SAID SURVEY MONUMENT.

I. PAINT FOR PAVEMENT MARKING AND STRIPING SHALL BE THERMAL TRAFFIC PAINT APPLIED IN A SINGLE COAT AT A RATE OF 100 TO 110 SQ. FEET PER GALLON WITH REFLECTIVE BEADS INCLUDED.

J. STREET CUTS ON ASPHALT PAVEMENT: CUT EXISTING PAVEMENT AT ONE (1') FOOT FROM THE UTILITY TRENCH CUT, PER MAG DETAIL 200 TYPE (T) TOP; TACK EDGES (USING A19MM PER MAG SECTION710 ASPHALTIC CONCRETE HOT MIX). ASPHALT CONCRETE SHALL BE TESTED FOR COMPACTION TO 95%. THE CONTRACTOR, AT THEIR EXPENSE, WILL HAVE A PRIVATE LAB CORE SAMPLE AND RUN A MARSHALL FOR COMPACTION TEST FOR ACCEPTANCE ON ALL STREET CUTS. ALL REPLACEMENT PAVEMENTS SHALL MATCH EXISTING, UNLESS AUTHORIZED IN WRITING BY THE TOWN ENGINEER.

K. ALL CONSTRUCTION AND TEST METHODS SHALL BE IN CONFORMANCE WITH THE TOWN OF FLORENCE AND MARICOPA ASSOCIATION OF GOVERNMENTS (MAG) UNIFORM STANDARDS SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION.

L. ASPHALTIC CONCRETE SHALL CONFORM TO MAG USSD SECTION 710 MIX SPECIFICATIONS.

M. ALL CONCRETE SHALL COMPLY WITH MAG SECTION 725, CLASS-A 3000-PSI COMPRESSIVE STRENGTH AT 28 DAYS, UNLESS OTHERWISE SPECIFIED IN CONSTRUCTION PLANS. CONTRACTOR SHALL SUPPLY MIX DESIGN TO THE TOWN ENGINEER FOR APPROVAL PRIOR TO PLACEMENT. CONTRACTOR SHALL SUPPLY A COPY OF EACH BATCH TICKET TO THE TOWN ENGINEER OR HIS REPRESENTATIVE.

N. A COPY OF THE TOWN APPROVED PLANS MUST BE KEPT ON-SITE AT ALL TIMES, DURING THE COURSE OF CONSTRUCTION.

O. ALL NEWLY CONSTRUCTED PAVEMENTS SHALL RECEIVE AN APPLICATION OF SEALANT (SS1H), APPROVED IN ADVANCE BY THE TOWN ENGINEER AND PRIOR TO ACCEPTANCE INTO A WARRANTY PERIOD. HYDRANT REFLECTORS SHALL BE INSTALLED AFTER THE APPLICATION OF THE SEALANT.

P. IN THE EVENT OF ANY DISPUTE BETWEEN THESE PLANS AND MAG STANDARD SPECIFICATIONS, THESE APPROVED PLANS SHALL PREVAIL.

Q. THE CONTRACTOR IS RESPONSIBLE FOR FINAL ADJUSTMENT OF ALL MANHOLES, VALVES, CLEAN-OUTS, WATER METER BOXES, J-BOXES, ETC., AND RESTORATION OF CONSTRUCTION SITE TO MAG STANDARDS, INCLUDING ROW GRADING.

R. ENGINEER'S TESTING OF A/C MIX PRIOR TO PLACEMENT IS REQUIRED AND RESULTS ARE TO BE DELIVERED TO THE TOWN ENGINEER OR HIS REPRESENTATIVE PRIOR TO PAVING.

S. ROLLING PATTERNS REQUIRED BY THE GEO-TECHNICAL TESTING FIRM SHALL ALSO BE SUPPLIED TO THE TOWN ENGINEER'S REPRESENTATIVE.

T. CORE TESTING OF NEWLY CONSTRUCTED ASPHALT CONCRETE SURFACES MAY BE REQUIRED AT THE DISCRETION OF THE TOWN ENGINEER. CORE TESTS ARE MANDATORY, ALONG WITH SUPPORTING MARSHALL TEST RESULTS, FOR ALL EXISTING ROADWAYS WHERE STREET CUTS ARE NECESSARY.

U. PROTECTION OF VALLEY GUTTERS, CROSS-PANS AND APRONS DURING PAVING OPERATIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND ALL DAMAGED CONCRETE SHALL BE REPLACED PRIOR TO ACCEPTANCE.

V. TACK SEAL SHALL BE REQUIRED BETWEEN LIFTS UNLESS SECOND LIFT IS APPLIED ON THE SAME DAY AS FIRST LIFT AND ALL VERTICAL CONCRETE SURFACES PRIOR TO PLACEMENT OF ASPHALT. THIS REQUIREMENT ALSO APPLIES TO VERTICAL ASPHALTIC CONCRETE SURFACES AND AT ALL JOINTS OF NEW LIFTS.

W. THE SURVEYOR SHALL PERFORM INSTALLATION AND STRADDLING OF MONUMENTS. ONCE STAMPED, DATUM SHALL BE PART OF THE AS-BUILT PLANS.

X. STREET SIGN BASES, POLES AND SIGNS SHALL BE INSTALLED PRIOR TO THE FINAL WALKTHROUGH AND ACCEPTANCE INTO ANY WARRANTY PERIOD.

Y. ALL WARNING, REGULATORY AND STREET NAME SIGNS MUST BE MANUFACTURED OF "ASTM D-4956-01A-TYPE IX SHEETING". ALL OTHER SIGNS MUST BE MANUFACTURED WITH "ASTM D-4956-01A-TYPE III SHEETING" WHICH WILL BE ATTACHED TO THE STANDARD SIGN ALUMINUM PLATES. SIGN IMAGING SHALL BE IN COMPLIANCE WITH THE REFLECTIVE SHEETING MANUFACTURER'S MATCHED COMPONENT SYSTEM. SIGN IMAGING HALL CONSIST OF AN ACRYLIC BASED ELECTRONIC FILM ABLE TO BE CUT 3M 1170 SERIES OR EQUIVALENT OR SILK-SCREENED (DEPENDING ON THE QUANTITY OF SIGNAGE) WITH STANDARD HIGHWAY COLORS. IN ADDITION, A GRAFFITI-PROTECTIVE COATING, OF A PREMIUM PROTECTIVE OVERLAY FILM, 3M 1160 OR EQUIVALENT, SHALL BE USED ON ALL REGULATORY AND WARNING SIGNS. GRAFFITI PROTECTIVE COATING MUST BE DESIGNED TO COMPLY WITH THE UNDERLYING REFLECTIVE SHEETING MATCH COMPONENT SYSTEM.

Z. ROW GRADING SHALL BE COMPLETED PRIOR TO THE FINAL WALK-THROUGH AND SHALL BE HELD ONE (1") INCH BELOW BACK OF WALK (B/W) OR TOP OF CURB (T/C).

AA. PAVING AS-BUILT PLANS SHALL BE PREPARED BY THE DESIGN ENGINEER/CONTRACTOR AND SHALL CERTIFY THAT THIS PROJECT WAS CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE APPROVED PLANS PRIOR TO REQUEST FOR FINAL INSPECTION, CERTIFICATE OF OCCUPANCY OR RELEASE OF ASSURANCE.

BB. FRESHLY PAVED FINISHED ROADWAY SHALL BE 1/4 "ABOVE THE LIP OF THE CONCRETE GUTTER". ASPHALT PAVING MACHINES SHALL BE EQUIPPED WITH AN ACTIVATED SCREED IN ORDER TO MAKE A FIRST PASS (RIBBON) OF 17' OR GREATER.

CC. SUB-GRADE PREPARATION FOR ALL SIDEWALKS, CURB AND GUTTER SHALL BE SCARIFIED AND LOOSENED TO A DEPTH OF 6", AND SHALL BE CONSTRUCTED TO ACHIEVE A UNIFORM MOISTURE BY THE ADDITION OF WATER, MOISTURE SHALL BE MAINTAINED 2.0 PERCENT ABOVE OPTIMUM MOISTURE PRIOR TO PLACEMENT OF CONCRETE, AND COMPACTED TO 95 PERCENT OF MAXIMUM DENSITY. ALL MATERIALS OUTSIDE THE MOISTURE LIMIT SHALL BE CONSIDERED SUBJECT TO REMOVAL.

DD. ANY PAVEMENT ADJACENT TO EXISTING ROW MUST MATCH THE EXISTING PAVEMENT DESIGN, UNLESS AUTHORIZED, IN WRITING, BY THE TOWN ENGINEER OR HIS/HER AUTHORIZED REPRESENTATIVE.

EE. FINISHED GRADE OF COMPACTED, FRESHLY PLACED ASPHALT, SHALL BE NO MORE OR NO LESS THAN ¼" INCH ABOVE THE LIP OF THE GUTTER. NO DIESEL, OR OTHER CLEANING SOLVENTS, WILL BE APPLIED TO THE PAVING HOPPER, THE SCREED, OR THE AUGER IMMEDIATELY PRIOR TO BEGINNING OF THE PAVING OPERATION.

FF. PAVING PLAN AS-BUILTS: AS-BUILT PLANS SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING: HORIZONTAL AND VERTICAL CONTROL, CHANGES TO ANY GRADE BREAK LOCATIONS, TOP OF CURB (T/C) ELEVATIONS AT EACH CURB RETURN, PROPERTY CORNER, GUTTER/FLOW LINE ELEVATIONS, SCUPPER AND CATCH BASIN INVERTS, MONUMENTATION, CROSS SLOPES, VALLEY GUTTER FLOW LINE ELEVATIONS, HYDRANT REFLECTORS AND ANY AND ALL CHANGES TO THE APPROVED PLANS.

NO.	BY	DESCRIPTION	APP'D	DATE

REVISIONS

TOWN OF FLORENCE
12" WATER LINE AUGMENTATION
TOWN OF FLORENCE
NOTE SHEET

Registered Professional Engineer (Civil)
CERTIFICATE NO.
62265
TROY M. BELCHER
Date signed 12/1/2017
ARIZONA U.S.A.
EXPIRES 6/30/2019

Call at least two full working days before you begin excavation.
ARIZONA 811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

WestLand Resources
4001 E. Paradise Falls Drive
Tucson, Arizona 85712
(520) 206-9585

DESIGNED BY:	DRAWN BY:	CHECKED BY:
C.C.	G.G.F.	T.M.B.

DRAWING SCALE(S): NA
PLAN DATE: DECEMBER 01, 2017
PROJECT NUMBER: 486.05
SHEET NO. G-02
2 OF 13

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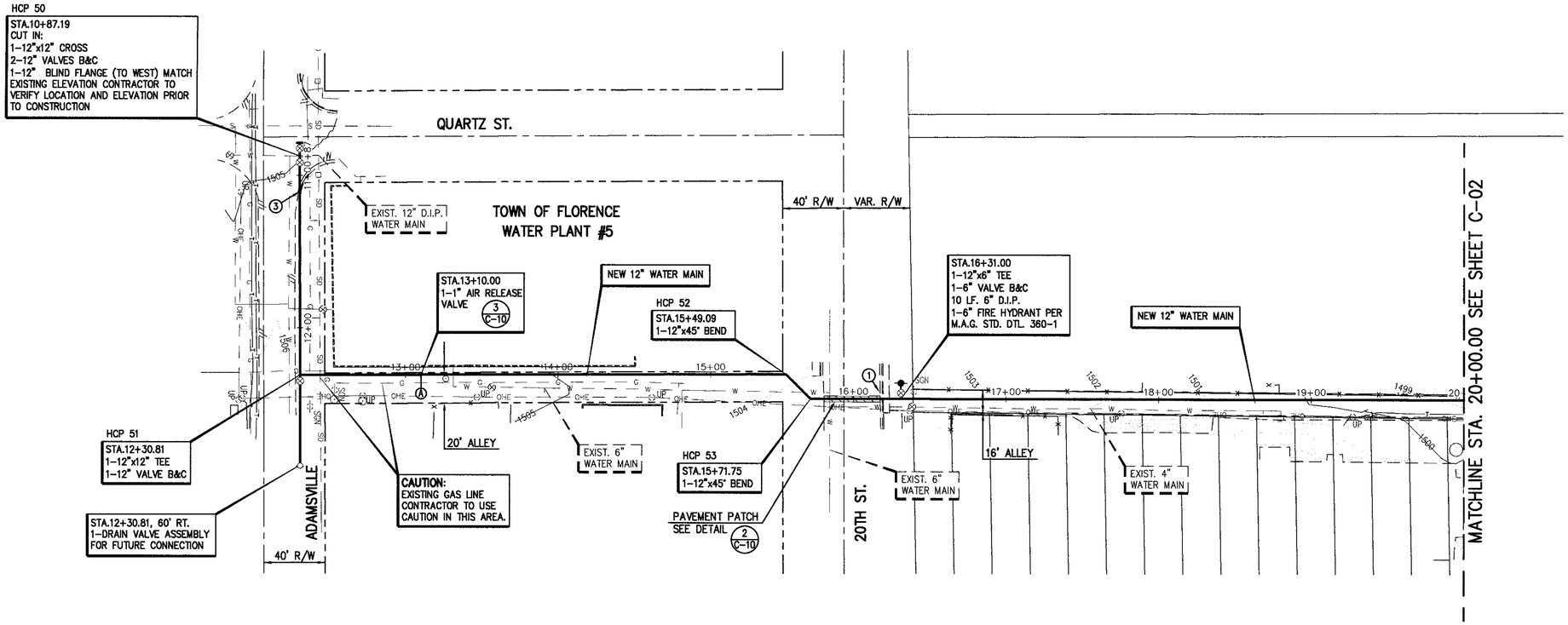
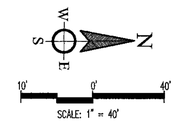


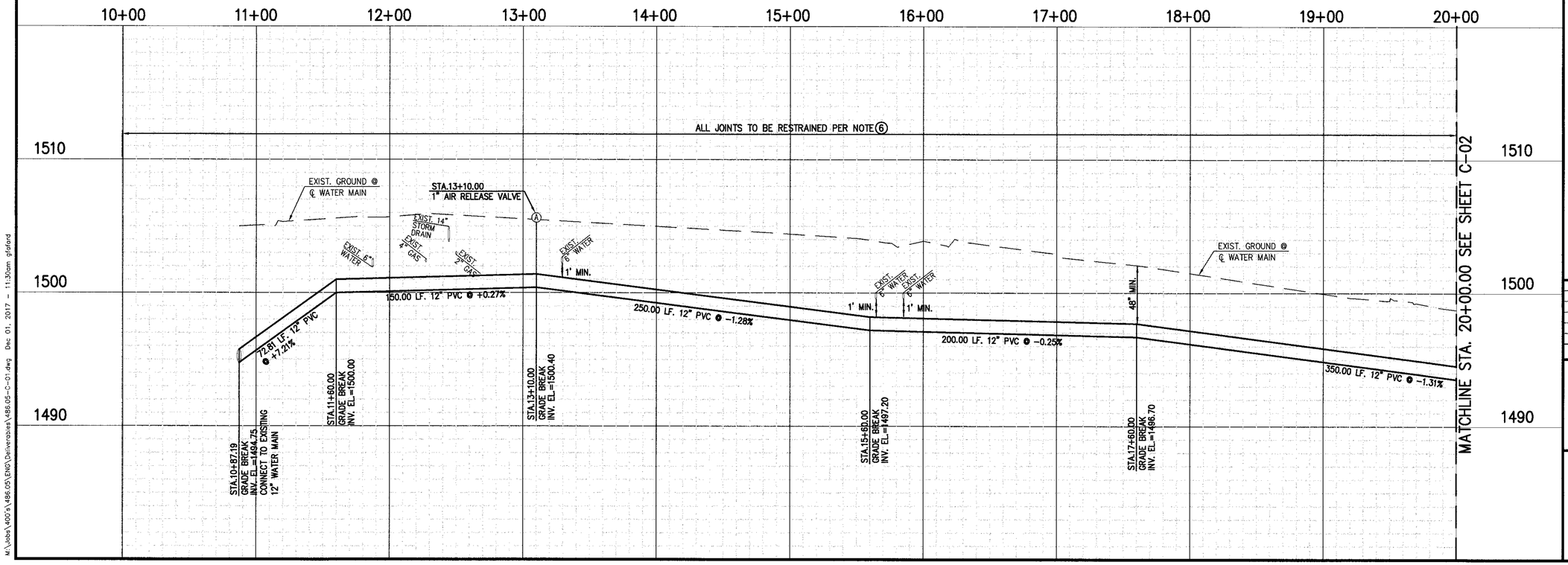


CONSTRUCTION NOTES

1. REMOVE AND REPLACE DRIVEWAY APRON AND SIDEWALK IN KIND
3. REMOVE AND REPLACE EXISTING VERTICAL CURB AND GUTTER IN KIND AS NECESSARY
6. ALL PIPES TO BE RESTRAINED PER MAG STANDARD DETAIL 303

HCP TABLE		
NO.	NORTHING	EASTING
50	737566.07	861899.78
51	737566.51	862043.40
52	737884.79	862042.70
53	737900.81	862058.72

NOTES:
1. ALL WATER MAIN STATIONING IS BASED ON CENTERLINE OF THE WATER MAIN UNLESS OTHERWISE NOTED.



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In Maricopa County: (602)263-1100

NO.	BY	DESCRIPTION	APP'D	DATE

REVISIONS

TOWN OF FLORENCE
12" WATER LINE AUGMENTATION
PLAN AND PROFILE SHEET

Registered Professional Engineer
CERTIFICATE NO. 62265
TROY M. BELCHER
Date signed 12/1/2017
ARIZONA, USA
EXPIRES 6/30/2019

Westland Resources
4001 E. Paradise Falls Drive
Tucson, Arizona 85712
(520) 206-9585

DESIGNED BY:	DRAWN BY:	CHECKED BY:
C.C.	G.G.F.	T.M.B.

DRAWING SCALE(S): 1"=40'
PLAN DATE: DECEMBER 01, 2017
PROJECT NUMBER: 486.05
SHEET NO. C-01
3 OF 13

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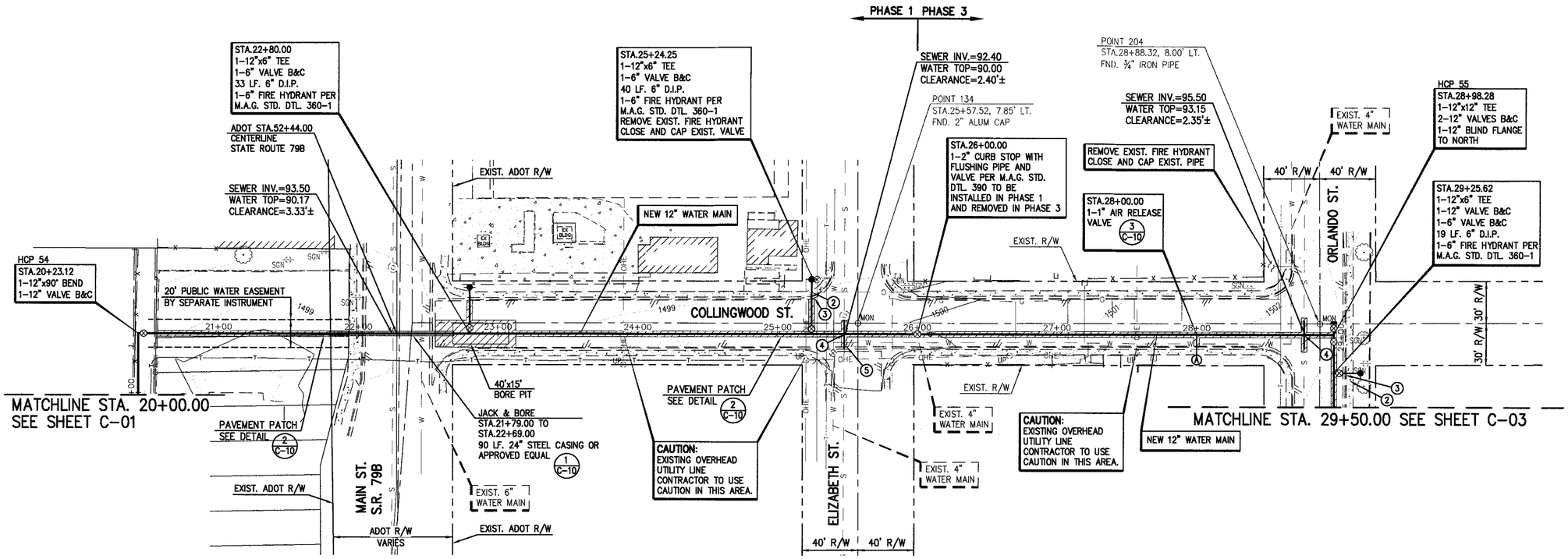

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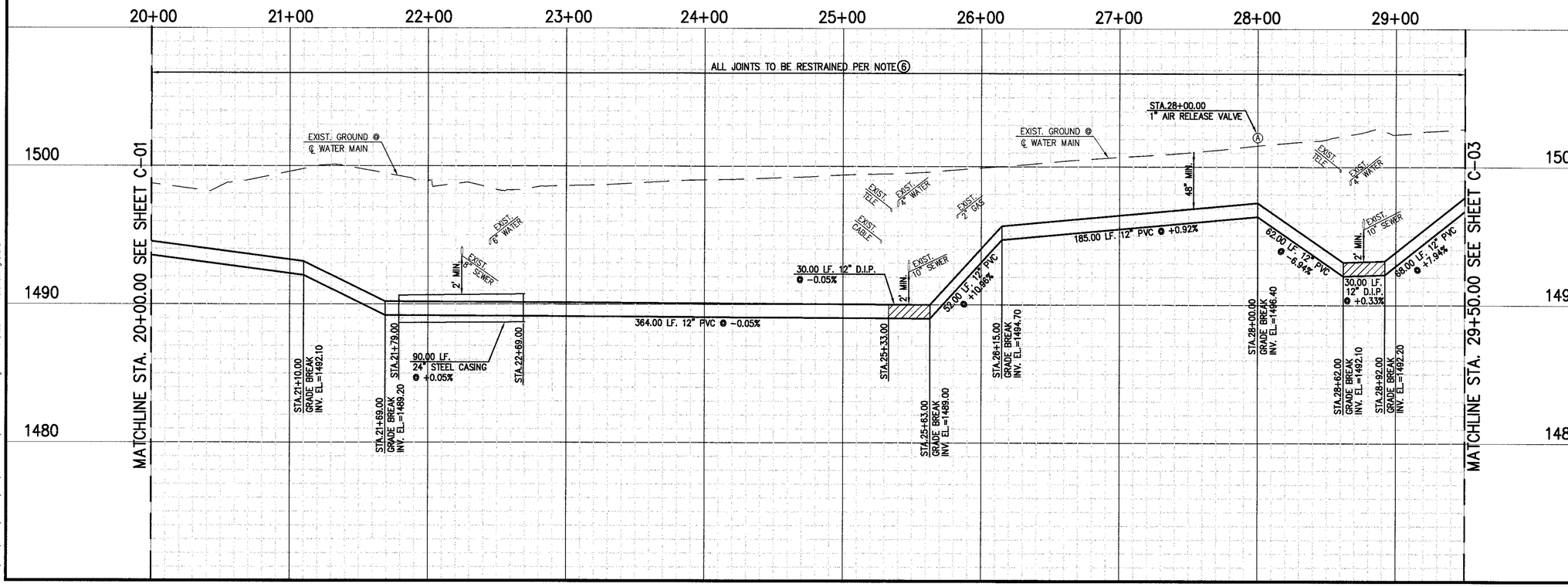

N
W E
S
10' 0' 40'
SCALE: 1" = 40'

CONSTRUCTION NOTES

(2) REMOVE AND REPLACE EXISTING SIDWALK IN KIND AS NECESSARY

(3) REMOVE AND REPLACE EXISTING VERTICAL CURB AND GUTTER IN KIND AS NECESSARY

(4) CONCRETE ENCASE EXISTING SEWER 10' EITHER SIDE OF PROPOSED WATER MAIN CROSSING PER M.A.G. STD. DETAIL 404

(5) REMOVE AND REPLACE EXISTING CONCRETE VALLEY GUTTER IN KIND AS NECESSARY

(6) ALL PIPES TO BE RESTRAINED PER MAG STANDARD DETAIL 303

HCP TABLE

NO.	NORTHING	EASTING
54	738371.50	862059.06
55	738371.90	862914.90

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NO.	BY	DESCRIPTION	APP'D	DATE

REVISIONS

TOWN OF FLORENCE
12" WATER LINE AUGMENTATION
PLAN AND PROFILE SHEET

Registered Professional Engineer (Civil) CERTIFICATE NO. 62265 TROY M. BELCHER State of ARIZONA U.S.A. EXPIRES 6/30/2019

Westland Resources
4001 E. Paradise Falls Drive
Tucson, Arizona 85712
(520) 206-9585

DESIGNED BY:	DRAWN BY:	CHECKED BY:
C.C.	G.G.F.	T.M.B.

DRAWING SCALE(S): 1"=40'
PLAN DATE: DECEMBER 01, 2017
PROJECT NUMBER: 486.05
SHEET NO. C-02
4 OF 13

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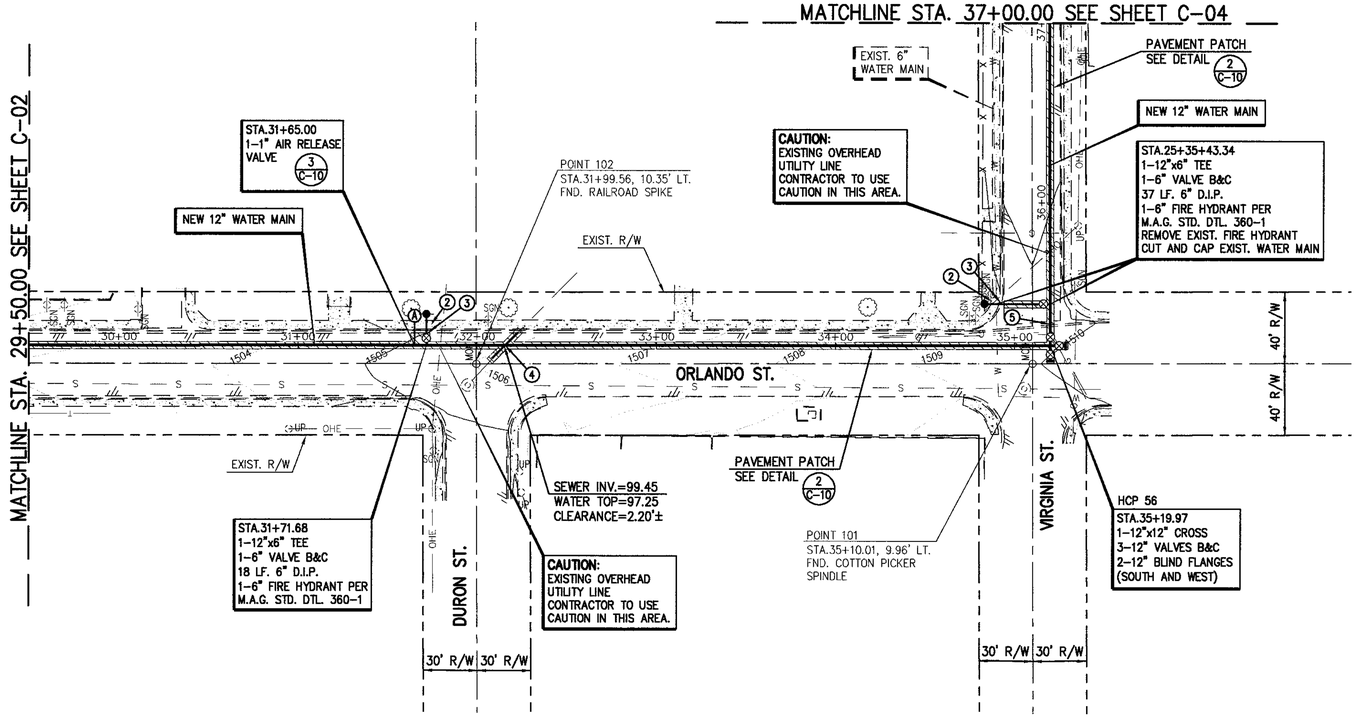

NOTES:
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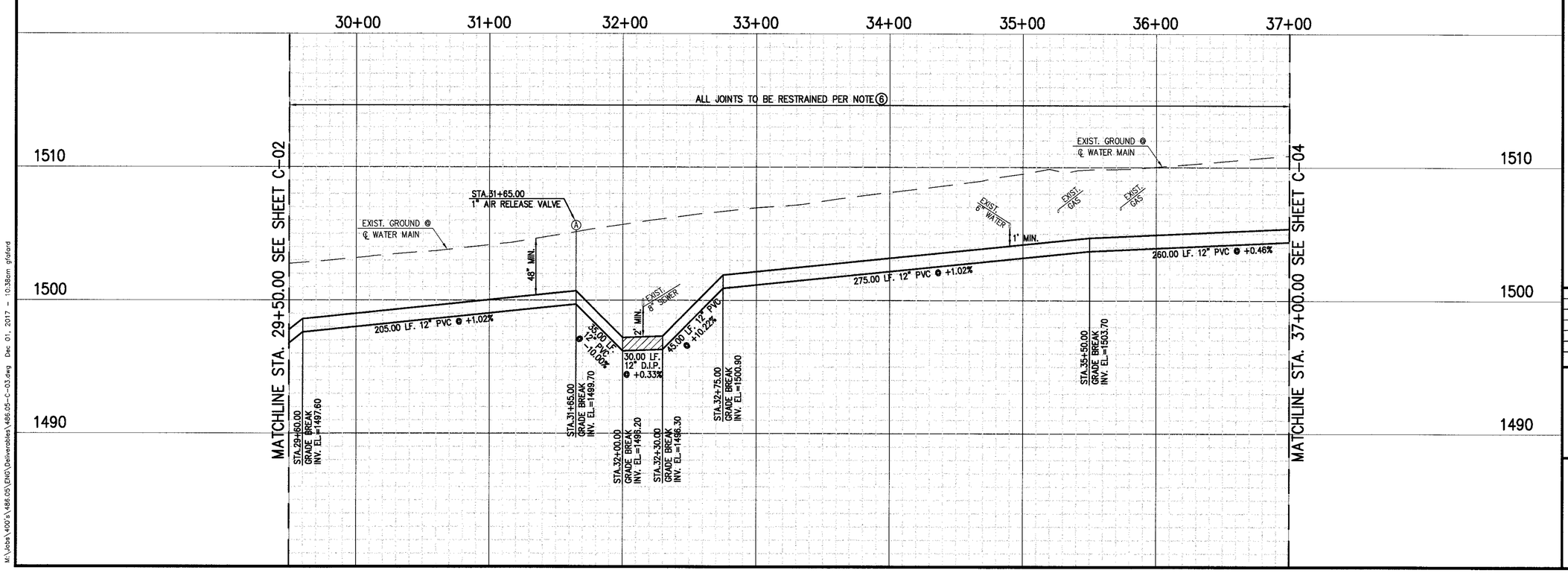

N E S W

10' 0' 40'
SCALE: 1" = 40'

CONSTRUCTION NOTES

2. REMOVE AND REPLACE EXISTING SIDWALK IN KIND AS NECESSARY
3. REMOVE AND REPLACE EXISTING VERTICAL CURB AND GUTTER IN KIND AS NECESSARY
4. CONCRETE ENCASE EXISTING SEWER 10' EITHER SIDE OF PROPOSED WATER MAIN CROSSING PER M.A.G. STD. DETAIL 404
5. REMOVE AND REPLACE EXISTING CONCRETE VALLEY GUTTER IN KIND AS NECESSARY
6. ALL PIPES TO BE RESTRAINED PER MAG STANDARD DETAIL 303

HCP TABLE

NO.	NORTHING	EASTING
56	737750.21	862915.35

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ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

NO.	BY	DESCRIPTION	APP'D	DATE

REVISIONS

TOWN OF FLORENCE
12" WATER LINE AUGMENTATION
PLAN AND PROFILE SHEET

Registered Professional Engineer (Civil)
CERTIFICATE NO. 62265
TROY M. BELCHER
Date signed 12/1/2017
ARIZONA, U.S.A.
EXPIRES 6/30/2019

WestLand Resources
4001 E. Paradise Falls Drive
Tucson, Arizona 85712
(520) 206-9585

DESIGNED BY:	DRAWN BY:	CHECKED BY:
C.C.	G.G.F.	T.M.B.

DRAWING SCALE(S): 1"=40'
PLAN DATE: DECEMBER 01, 2017
PROJECT NUMBER: 486.05
SHEET NO. C-03
5 OF 13

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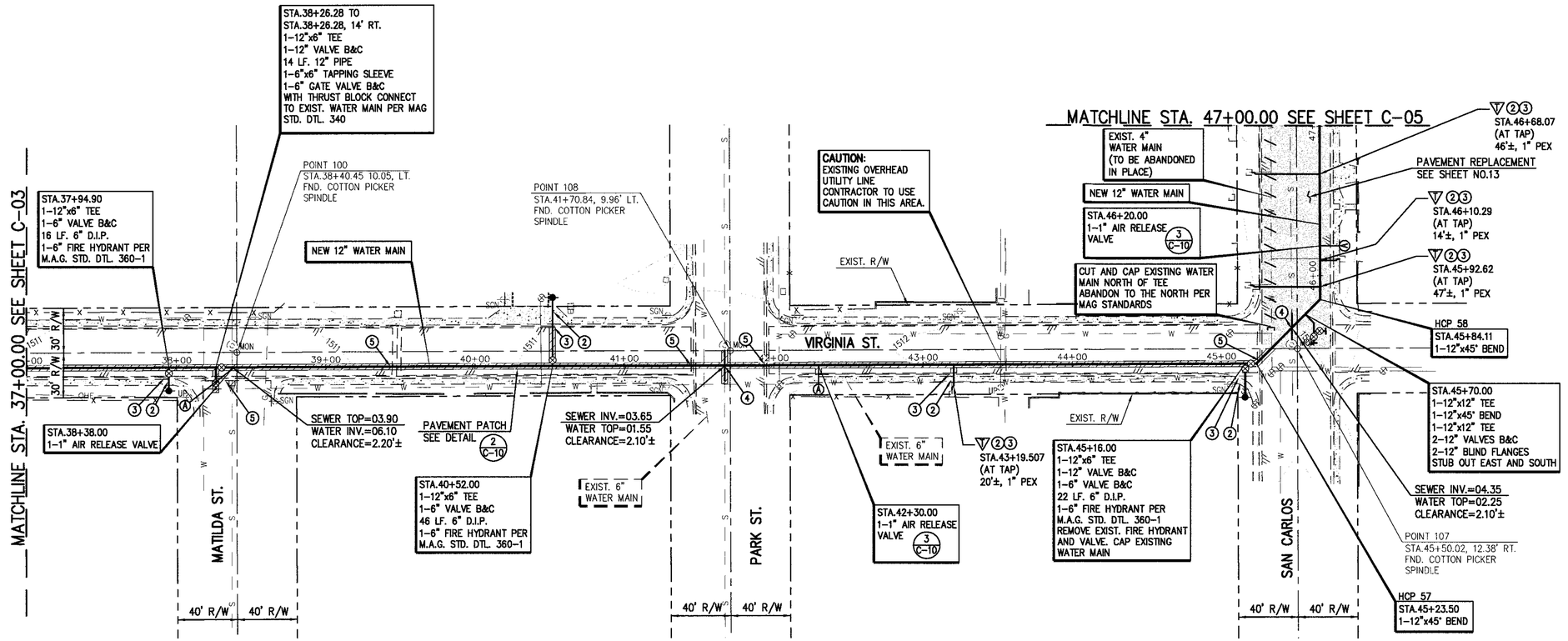

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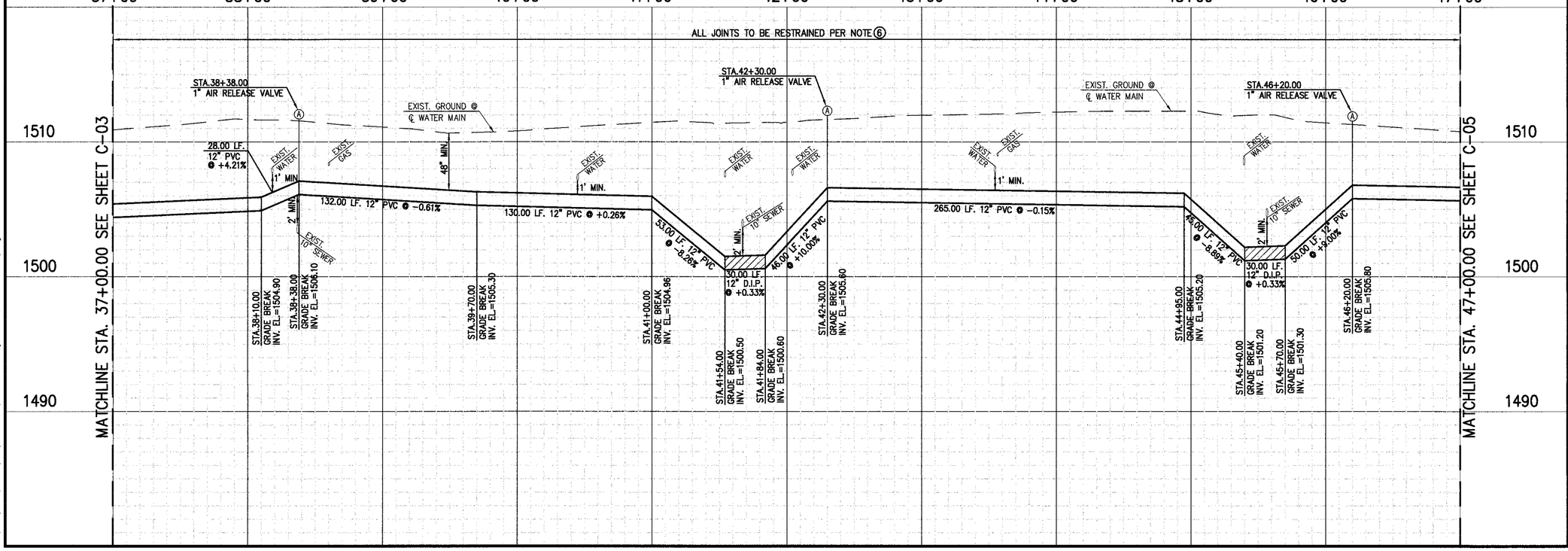

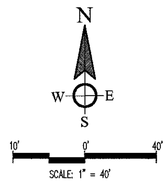

CONSTRUCTION NOTES

(2) REMOVE AND REPLACE EXISTING SIDWALK IN KIND AS NECESSARY

(3) REMOVE AND REPLACE EXISTING VERTICAL CURB AND GUTTER IN KIND AS NECESSARY

(4) CONCRETE ENCASE EXISTING SEWER 10' EITHER SIDE OF PROPOSED WATER MAIN CROSSING PER M.A.G. STD. DETAIL 404

(5) REMOVE AND REPLACE EXISTING CONCRETE VALLEY GUTTER IN KIND AS NECESSARY

(6) ALL PIPES TO BE RESTRAINED PER MAG STANDARD DETAIL 303

(7) ALL SERVICE TIE OVERS PER DETAIL 4, SHEET C-10.

GENERAL NOTES

1. CONTRACTOR TO MAINTAIN WATER SERVICE TO HOMES THROUGHOUT THE DURATION OF THE PROJECT. IF SERVICE SHUT DOWNS ARE REQUIRED A MINIMUM OF 30 DAY NOTICE SHALL BE PROVIDED TO THE AFFECTED RESIDENCE.

HCP TABLE

NO.	NORTHING	EASTING
57	737754.07	863918.87
58	737797.09	863961.56

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ARIZONA 811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

NO.	BY	DESCRIPTION	APP'D	DATE

REVISIONS

TOWN OF FLORENCE
12" WATER LINE AUGMENTATION
PLAN AND PROFILE SHEET

Registered Professional Engineering Group
62265
TROY M. BELCHER
Date Signed 12/1/2017
ARIZONA, U.S.A.
EXPIRES 6/30/2018

WestLand Resources
4001 E. Paradise Falls Drive
Tucson, Arizona 85712
(520) 206-9585

DESIGNED BY:	DRAWN BY:	CHECKED BY:
C.C.	G.G.F.	T.M.B.

DRAWING SCALE(S): 1"=40'
PLAN DATE: DECEMBER 01, 2017
PROJECT NUMBER: 486.05
SHEET NO. C-04
6 OF 13

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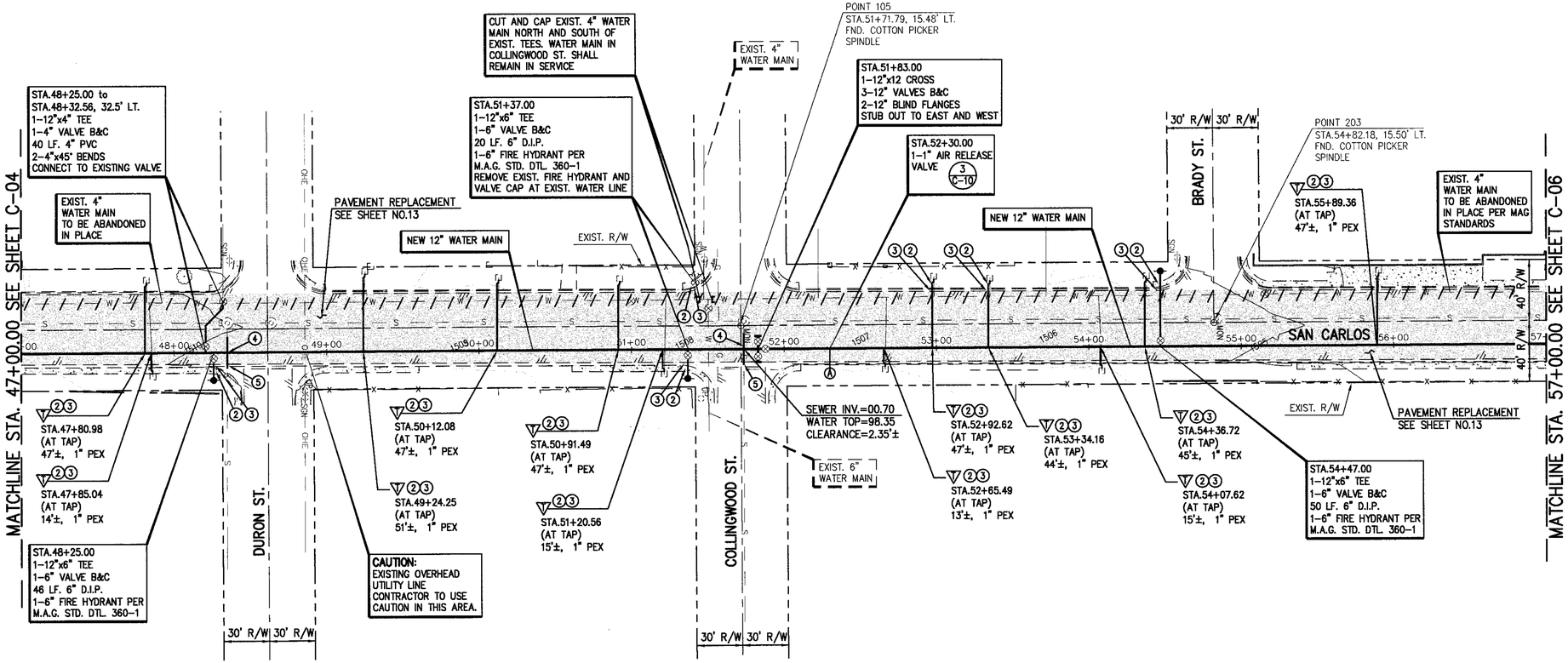

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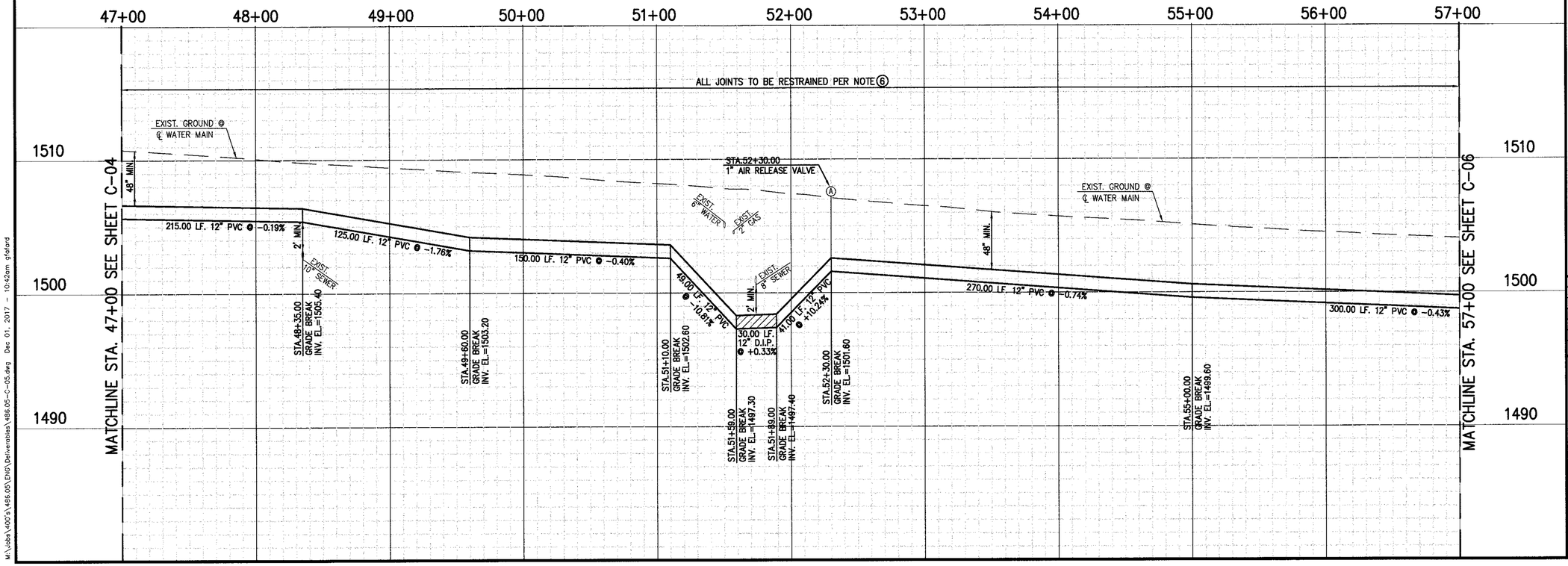

CONSTRUCTION NOTES

(2) REMOVE AND REPLACE EXISTING SIDWALK IN KIND AS NECESSARY

(3) REMOVE AND REPLACE EXISTING VERTICAL CURB AND GUTTER IN KIND AS NECESSARY

(4) CONCRETE ENCASE EXISTING SEWER 10' EITHER SIDE OF PROPOSED WATER MAIN CROSSING PER M.A.G. STD. DETAIL 404

(5) REMOVE AND REPLACE EXISTING CONCRETE VALLEY GUTTER IN KIND AS NECESSARY

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(7) ALL SERVICE TIE OVERS PER DETAIL 4, SHEET C-10.

GENERAL NOTES

1. CONTRACTOR TO MAINTAIN WATER SERVICE TO HOMES THROUGHOUT THE DURATION OF THE PROJECT. IF SERVICE SHUT DOWNS ARE REQUIRED A MINIMUM OF 30 DAY NOTICE SHALL BE PROVIDED TO THE AFFECTED RESIDENCE.

SCALE: 1" = 40'

Call at least two full working days before you begin excavation. ARIZONA 811 Arizona Blue Stake, Inc. Dial 8-1-1 or 1-800-STAKE-IT (782-5348) In Maricopa County: (602)263-1100

NO.	BY	DESCRIPTION	APP'D	DATE

REVISIONS

TOWN OF FLORENCE
12" WATER LINE AUGMENTATION
PLAN AND PROFILE SHEET

Registered Professional Engineer (Civil) CERTIFICATE NO. 62265 TROY M. BELCHER Date signed 12/1/17 ARIZONA U.S.A. EXPIRES 6/30/2019

Westland Resources 4001 E. Paradise Falls Drive Tucson, Arizona 85712 (520) 206-9585

DESIGNED BY:	DRAWN BY:	CHECKED BY:
C.C.	G.G.F.	T.M.B.

DRAWING SCALE(S): 1"=40'

PLAN DATE: DECEMBER 01, 2017

PROJECT NUMBER: 486.05

SHEET NO. C-05

7 OF 13

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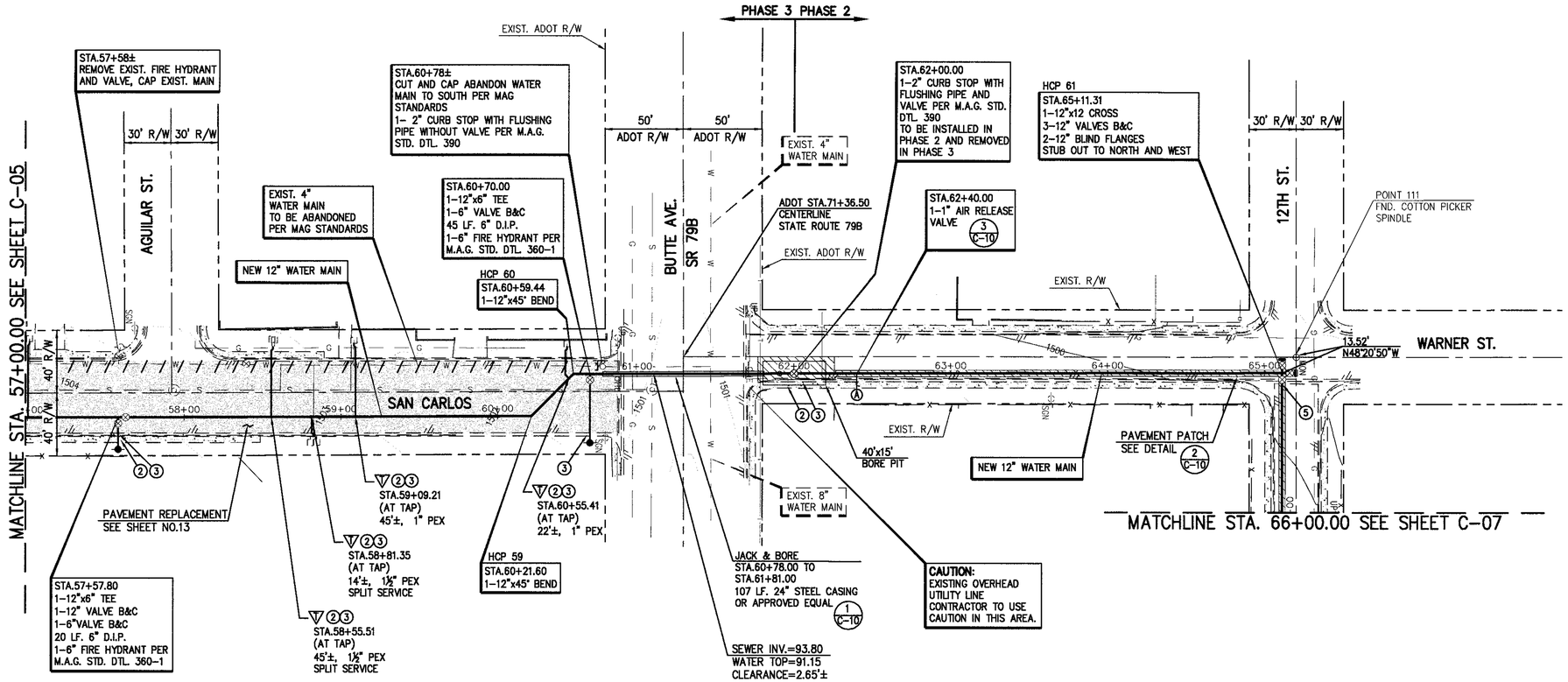
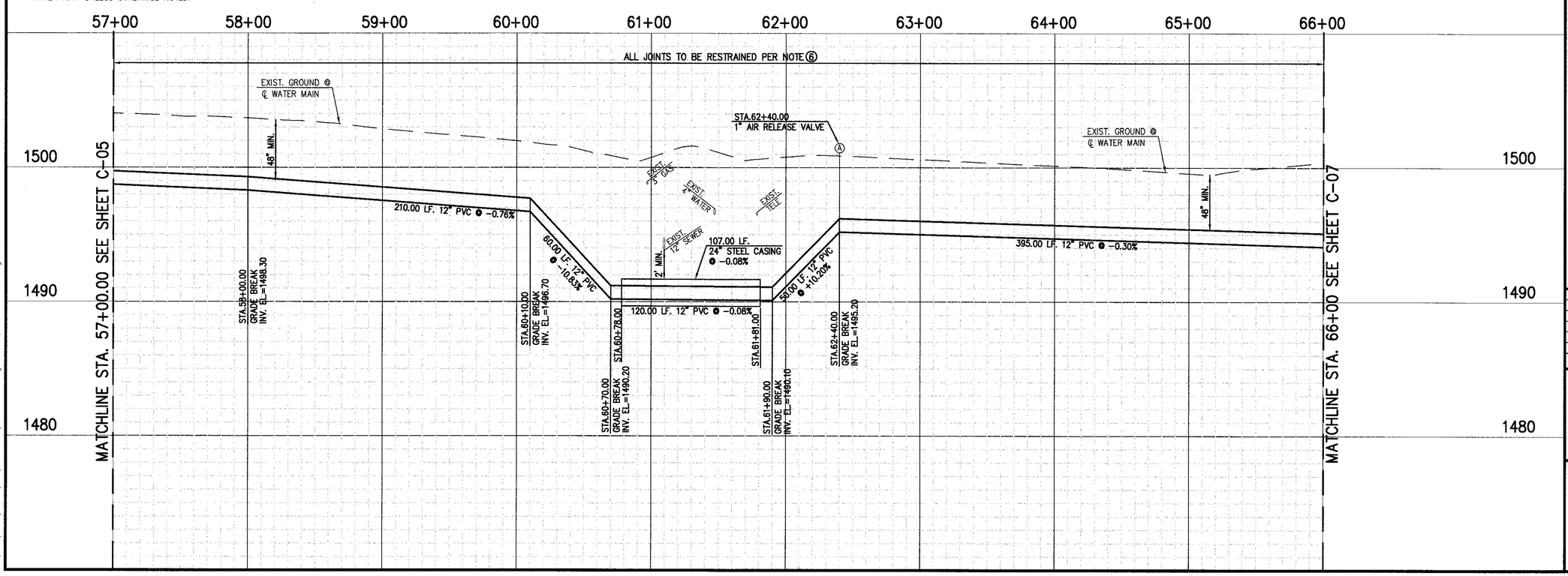


NOTES:
1. ALL WATER MAIN STATIONING IS BASED ON CENTERLINE OF THE WATER MAIN UNLESS OTHERWISE NOTED.



CONSTRUCTION NOTES

(2) REMOVE AND REPLACE EXISTING SIDWALK IN KIND AS NECESSARY

(3) REMOVE AND REPLACE EXISTING VERTICAL CURB AND GUTTER IN KIND AS NECESSARY

(5) REMOVE AND REPLACE EXISTING CONCRETE VALLEY GUTTER IN KIND AS NECESSARY

(6) ALL PIPES TO BE RESTRAINED PER MAG STANDARD DETAIL 303

(7) ALL SERVICE TIE OVERS PER DETAIL 4, SHEET C-10.

GENERAL NOTES

1. CONTRACTOR TO MAINTAIN WATER SERVICE TO HOMES THROUGHOUT THE DURATION OF THE PROJECT. IF SERVICE SHUT DOWNS ARE REQUIRED A MINIMUM OF 30 DAY NOTICE SHALL BE PROVIDED TO THE AFFECTED RESIDENCE.

HCP TABLE		
NO.	NORTHING	EASTING
59	739234.57	863956.31
60	739261.26	863929.47
61	739713.12	863928.24

SCALE: 1" = 40'

Call at least two full working days before you begin excavation. ARIZONA 811 BLUE STAKE, INC. Dial 8-1-1 or 1-800-STAKE-IT (782-5348) In Maricopa County: (602)263-1100

NO.	BY	DESCRIPTION	APP'D	DATE

REVISIONS

TOWN OF FLORENCE
12" WATER LINE AUGMENTATION
PLAN AND PROFILE SHEET

Registered Professional Engineer (Civil) CERTIFICATE NO. 62265 TROY M. BELCHER Date Signed 12/1/2017 ARIZONA U.S.A. EXPIRES 6/30/2019

WestLand Resources 4001 E. Paradise Falls Drive Tucson, Arizona 85712 (520) 206-9585

DESIGNED BY:	DRAWN BY:	CHECKED BY:
C.C.	G.G.F.	T.M.B.

DRAWING SCALE(S): 1"=40'
PLAN DATE: DECEMBER 01, 2017
PROJECT NUMBER: 486.05
SHEET NO. C-06
8 OF 13

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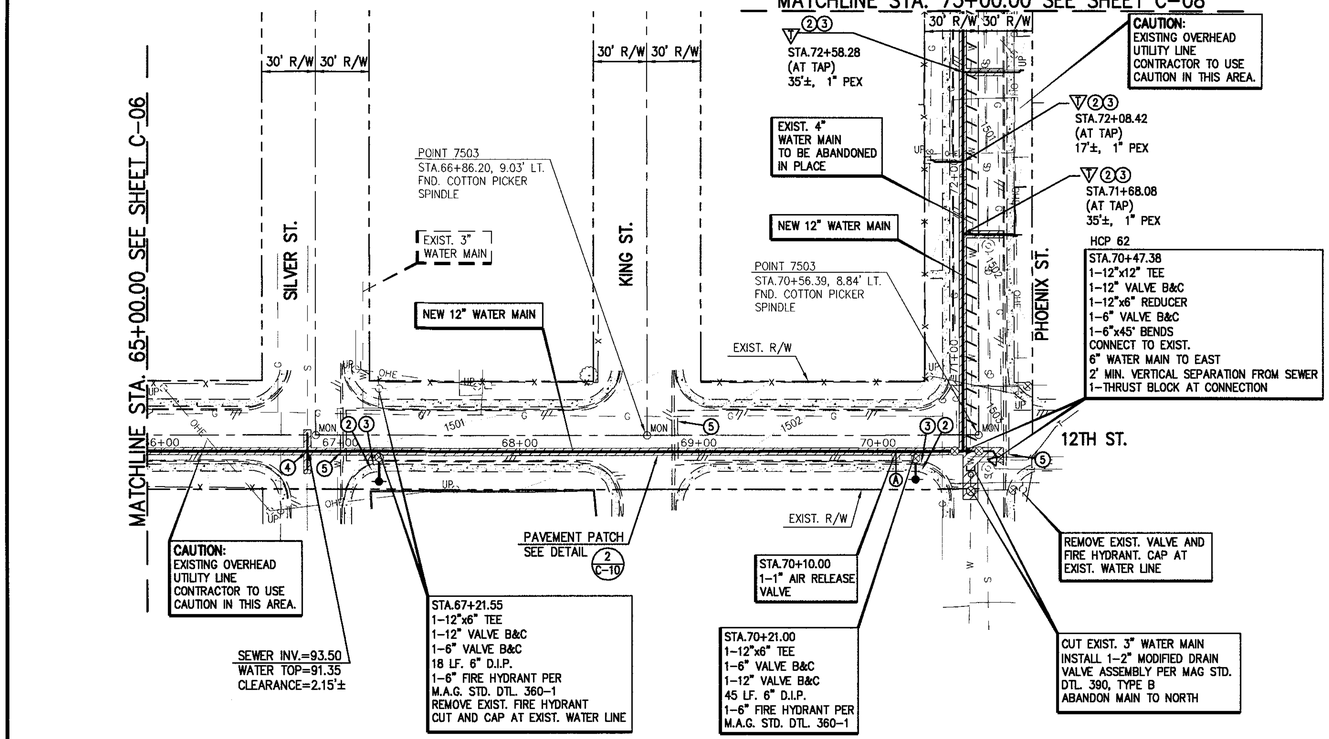
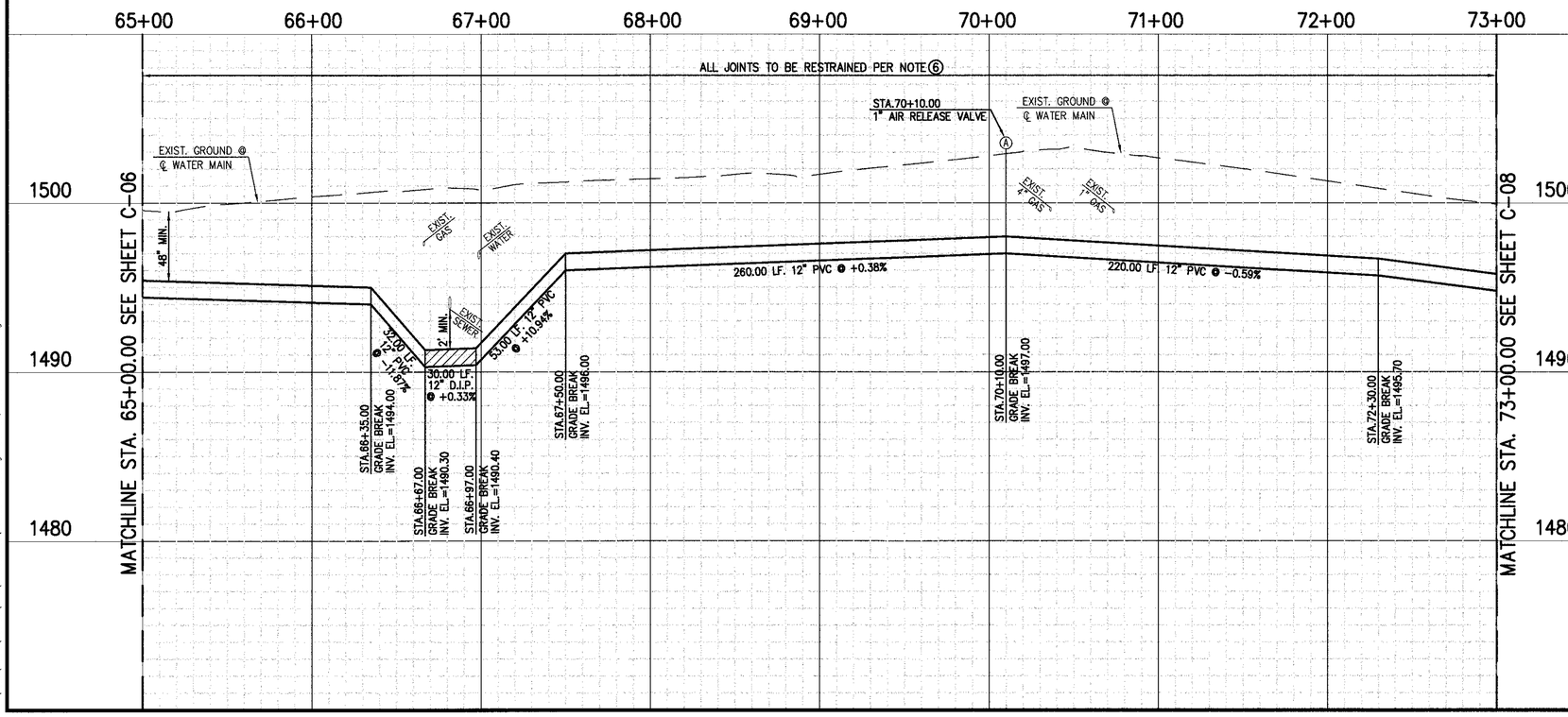
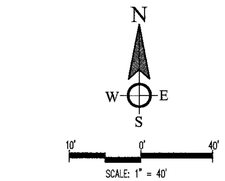


NOTES:
1. ALL WATER MAIN STATIONING IS BASED ON CENTERLINE OF THE WATER MAIN UNLESS OTHERWISE NOTED.





CONSTRUCTION NOTES

(2) REMOVE AND REPLACE EXISTING SIDWALK IN KIND AS NECESSARY

(3) REMOVE AND REPLACE EXISTING VERTICAL CURB AND GUTTER IN KIND AS NECESSARY

(4) CONCRETE ENCASE EXISTING SEWER 10' EITHER SIDE OF PROPOSED WATER MAIN CROSSING PER M.A.G. STD. DETAIL 404

(5) REMOVE AND REPLACE EXISTING CONCRETE VALLEY GUTTER IN KIND AS NECESSARY

(6) ALL PIPES TO BE RESTRAINED PER MAG STANDARD DETAIL 303

(7) ALL SERVICE TIE OVERS PER DETAIL 4, SHEET C-10.

GENERAL NOTES

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HCP TABLE		
NO.	NORTHING	EASTING
62	739713.52	864464.31

Call at least two full working days before you begin excavation.
ARIZONA 811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

NO.	BY	DESCRIPTION	APP'D	DATE

REVISIONS

TOWN OF FLORENCE
12" WATER LINE AUGMENTATION
PLAN AND PROFILE SHEET

Registered Professional Engineer Certificate No. 62265 TROY M. BELCHER Date signed 12/1/17 ARIZONA U.S.A.
EXPIRES 6/30/2019

4001 E. Paradise Falls Drive
Tucson, Arizona 85712
WestLand Resources (520) 206-9585

DESIGNED BY:	DRAWN BY:	CHECKED BY:
C.C.	G.G.F.	T.M.B.

DRAWING SCALE(S): 1"=40'
PLAN DATE: DECEMBER 01, 2017
PROJECT NUMBER: 486.05
SHEET NO. C-07
9 OF 13

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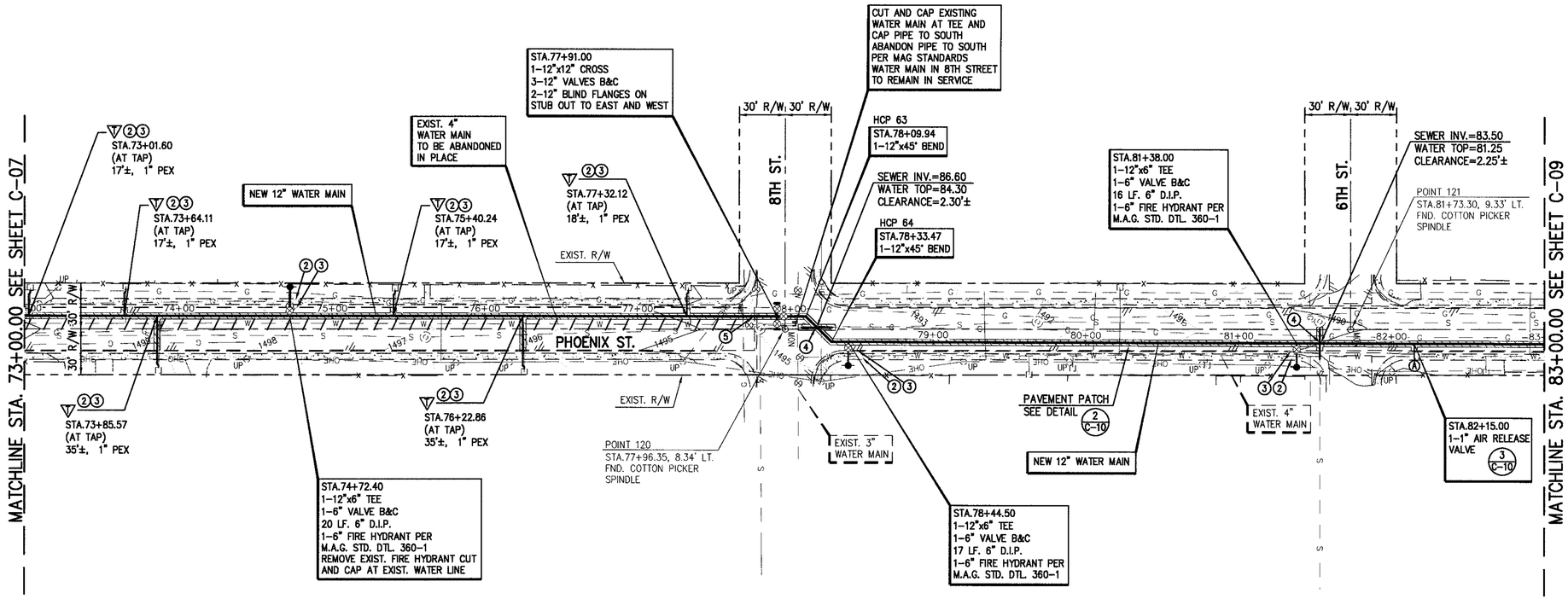

NOTES:
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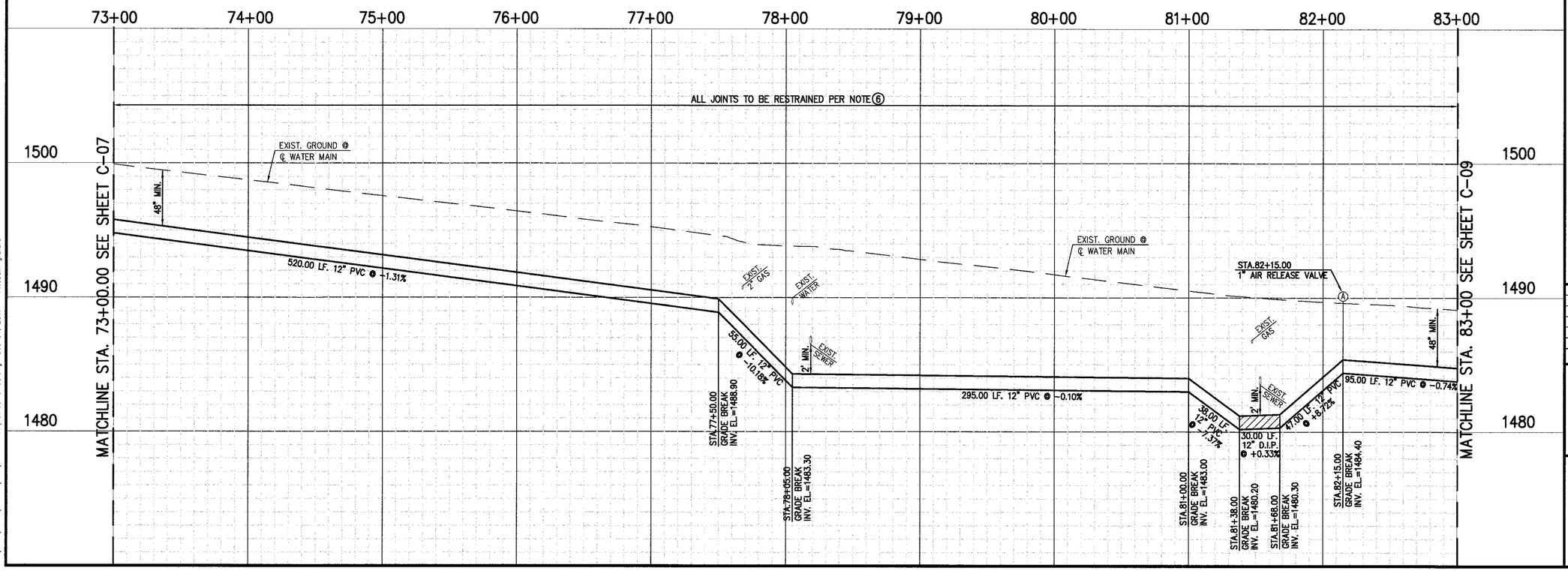

HCP TABLE		
NO.	NORTHING	EASTING
63	740476.08	864464.31
64	740492.72	864480.95

SCALE: 1" = 40'

CONSTRUCTION NOTES

(2) REMOVE AND REPLACE EXISTING SIDWALK IN KIND AS NECESSARY

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(7) ALL SERVICE TIE OVERS PER DETAIL 4, SHEET C-10.

GENERAL NOTES

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NO.	BY	DESCRIPTION	APP'D	DATE

REVISIONS

TOWN OF FLORENCE
12" WATER LINE AUGMENTATION
PLAN AND PROFILE SHEET

Registered Professional Engineer (Civil) CERTIFICATE NO. 62285 TROY M. BELOHER Date Signed 12/1/17 ARIZONA U.S.A. EXPIRES 6/30/2019

Westland Resources 4001 E. Paradise Falls Drive Tucson, Arizona 85712 (520) 206-9585

DESIGNED BY:	DRAWN BY:	CHECKED BY:
C.C.	G.G.F.	T.M.B.

DRAWING SCALE(S): 1"=40'

PLAN DATE: DECEMBER 01, 2017

PROJECT NUMBER: 486.05

SHEET NO. C-08

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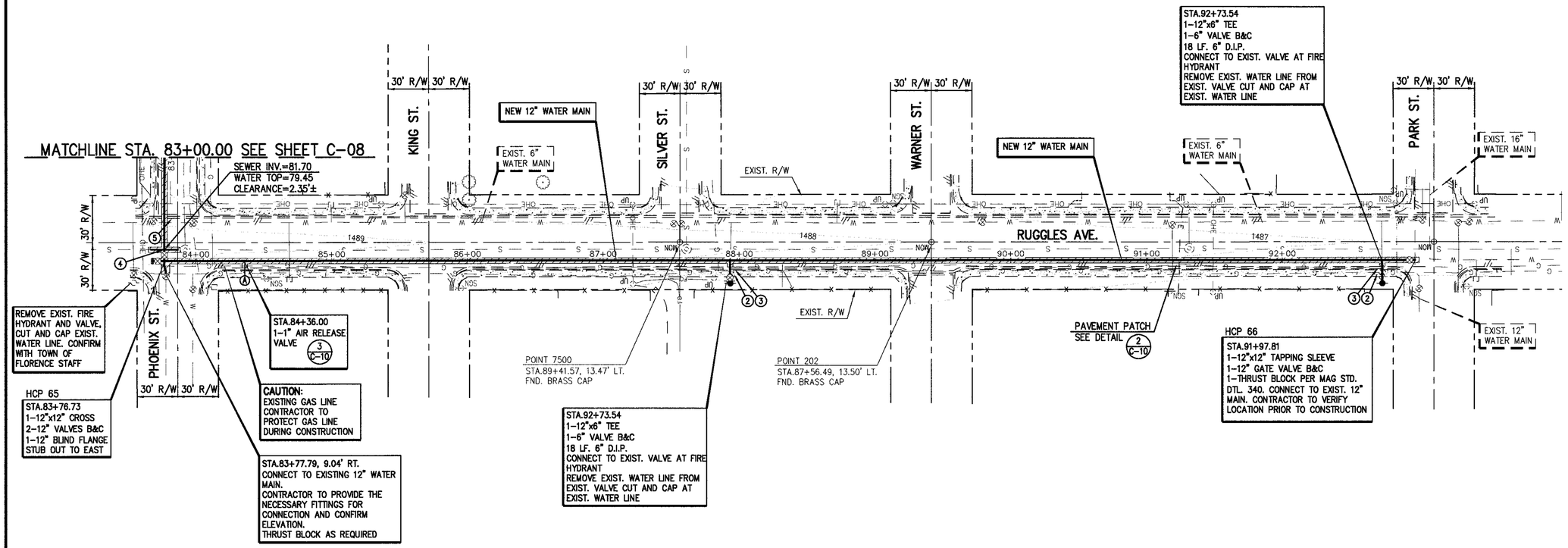

NOTES:
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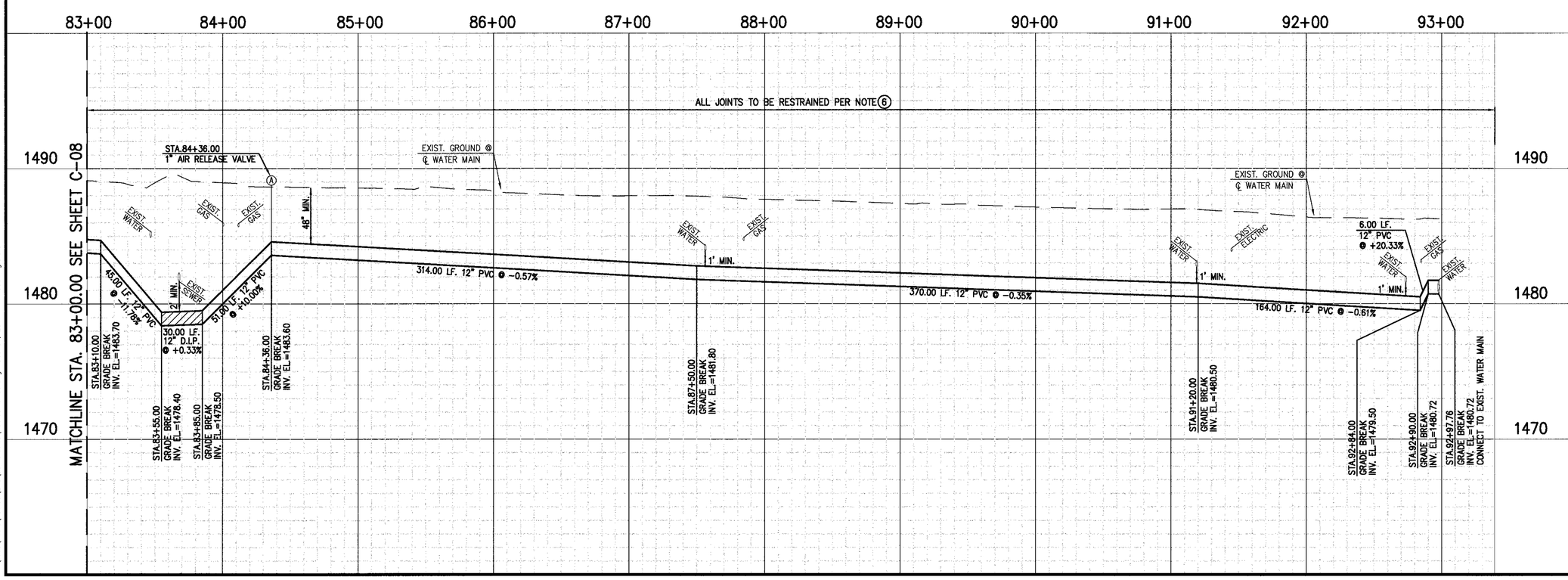

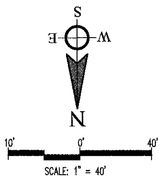

CONSTRUCTION NOTES

(2) REMOVE AND REPLACE EXISTING SIDWALK IN KIND AS NECESSARY

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(5) REMOVE AND REPLACE EXISTING CONCRETE VALLEY GUTTER IN KIND AS NECESSARY

(6) ALL PIPES TO BE RESTRAINED PER MAG STANDARD DETAIL 303

HCP TABLE		
NO.	NORTHING	EASTING
65	741035.98	864482.04
66	741035.42	863560.96

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NO.	BY	DESCRIPTION	APP'D	DATE

REVISIONS

TOWN OF FLORENCE
12" WATER LINE AUGMENTATION
PLAN AND PROFILE SHEET

Registered Professional Engineer
CERTIFICATE NO. 52265
TROY M. BELCHER
State of ARIZONA U.S.A.
EXPIRES 6/30/2019

WestLand Resources
4001 E. Paradise Falls Drive
Tucson, Arizona 85712
(520) 206-9585

DESIGNED BY:	DRAWN BY:	CHECKED BY:
C.C.	G.G.F.	T.M.B.

DRAWING SCALE(S): 1"=40'
PLAN DATE: DECEMBER 01, 2017
PROJECT NUMBER: 486.05
SHEET NO. C-09
11 OF 13

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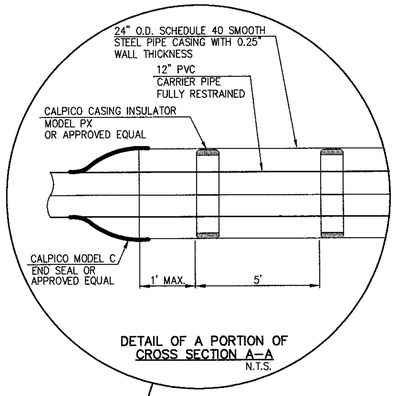
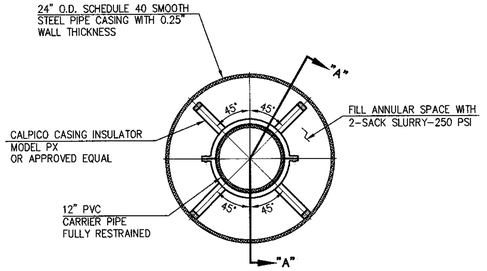
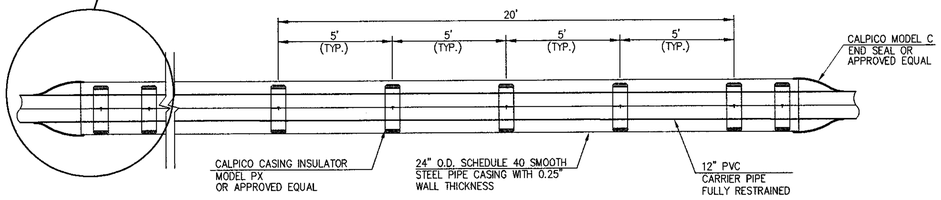


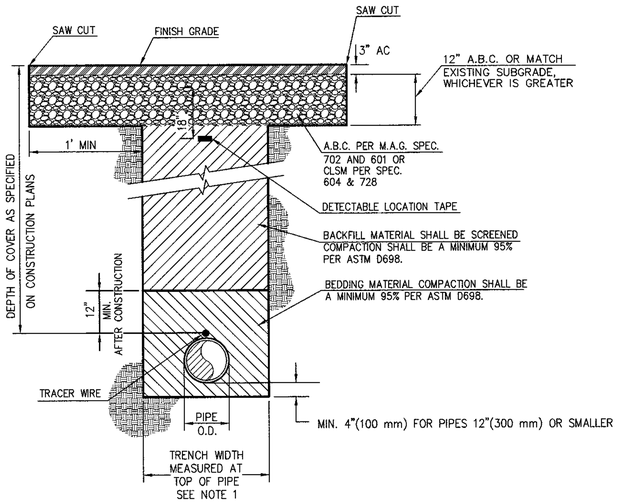
DETAIL OF A PORTION OF CROSS SECTION A–A
N.T.S.



TYPICAL CROSS SECTION FOR 12" WATERMAIN
N.T.S.

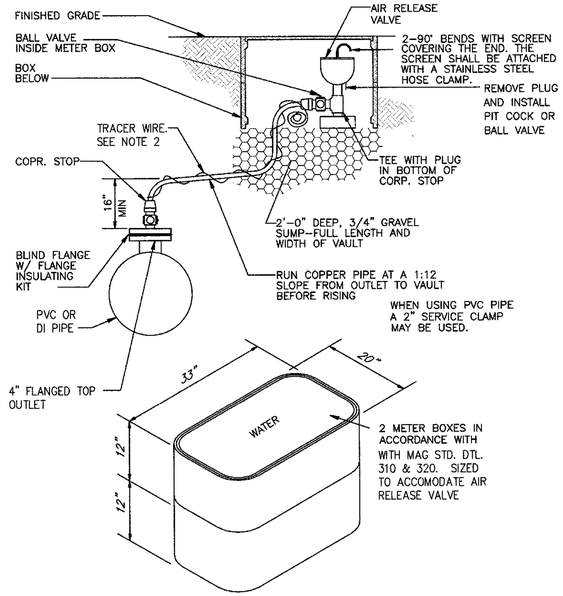


CROSS SECTION A–A
N.T.S.



1. TRENCH WIDTH MEASURED AT THE TOP OF THE PIPE SHALL BE 18" (455 mm) FOR 4" (100 mm) AND 6" (150 mm) MAINS, AND 24" (610 mm) FOR 8" (200 mm) MAINS. TRENCH WIDTH FOR 12" (300 mm) AND LARGER SHALL BE O.D. + 18" (455 mm) MIN., O.D. + 24" (610 mm) MAX.
2. FOR TRENCHING UNDER CONCRETE AND CURB, SAWCUT BOTH EDGES. MINIMUM WIDTH OF TRENCH TO BE 2 FT. REPLACE CONCRETE OR CURB IN KIND.

(2) C–10 **WATER TRENCH DETAIL**
N.T.S.

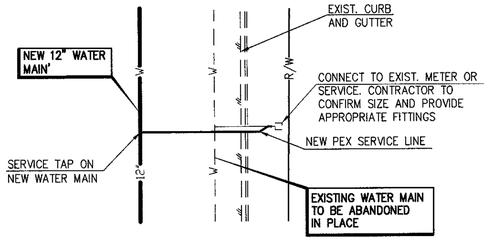


NOTES:

1. FLANGE INSULATING KIT MUST BE TESTED TO CONFIRM ISOLATION PRIOR TO BACKFILL. INCLUDE TEST RESULTS IN FINAL CORROSION REPORT.
2. ALL AIR RELEASE VALVE INSTALLATIONS REQUIRE A TRACER WIRE. THE TRACER WIRE SHALL BE USE, RHW, OR RHH SOLID 10 GAUGE AND RUN IN A CONTINUOUS LENGTH FROM THE CORPORATION TO BALL VALVE. THE TRACER WIRE SHALL BE ATTACHED TO THE AIR RELEASE LINE WITH TAPE OR WIRE TIES AT 1' INTERVALS. A 3' COIL OF WIRE SHALL BE LEFT IN THE METER BOX.

(3) C–10 **1" AIR RELEASE VALVE INSTALLATION**
N.T.S.

(1) C–10 **WATER INSTALLATION IN CASING AT MAIN ST. (SR 79B) AND BUTTE ROAD (SR79B)**
N.T.S.



NOTE:
SERVICE RENEWALS SHALL INCLUDE NEW SERVICE SADDLE, CORPORATION STOP TAP, PEX PIPE (ENTIRE LENGTH), ANGLE METER VALVE, MAGNETIC LOCATOR TAPE, TRACER WIRE, AND CONNECTION TO EXISTING METER.

(4) C–10 **SERVICE LINE RENEWAL DETAIL**
N.T.S.

SURVEY POINT TABLE				
POINT #	NORTHING	EASTING	ELEVATION	RAW DESCRIPTION
100	737761.489	863235.784	1511.76	COTTON PICKER SPINDLE
101	737760.162	862905.379	1509.91	COTTON PICKER SPINDLE
102	738070.614	862904.763	1506.07	RAILROAD SPIKE
105	738384.732	863943.944	1508.02	COTTON PICKER SPINDLE
107	737764.172	863946.336	1512.21	COTTON PICKER SPINDLE
108	737762.671	863566.172	1511.76	COTTON PICKER SPINDLE
111	739722.110	863918.138	1499.38	COTTON PICKER SPINDLE
120	740462.479	864472.658	1494.35	COTTON PICKER SPINDLE
121	740832.556	864472.301	1490.11	COTTON PICKER SPINDLE
131	739722.524	864473.150	1503.40	COTTON PICKER SPINDLE
134	738379.595	862574.135	1499.72	ALUMINUM CAP 2IN
200	741021.914	863547.080	1486.77	BRASS CAP
202	741022.247	864102.296	1488.25	BRASS CAP
203	738695.100	863942.778	1505.41	COTTON PICKER SPINDLE
204	738379.892	862904.927	1501.93	IRON PIPE 3/4 IN
372	739301.266	864825.854	1507.98	BRASS CAP HAND HOLE
373	736660.603	864830.257	1526.66	BRASS CAP HAND HOLE
7500	741022.168	863917.221	1487.95	BRASS CAP
7503	739722.267	864103.120	1500.91	COTTON PICKER SPINDLE

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NO.	BY	DESCRIPTION	APP'D	DATE

REVISIONS

TOWN OF FLORENCE
12" WATER LINE AUGMENTATION
DETAIL SHEET

Registered Professional Engineer (Civil) CERTIFICATE NO. 62265 TROY M. BELCHER Date signed 12/1/17 ARIZONA U.S.A.
EXPIRES 6/30/2019

4001 E. Paradise Falls Drive Tucson, Arizona 85712
WestLand Resources (520) 206-9585

DESIGNED BY:	DRAWN BY:	CHECKED BY:
C.C.	G.G.F.	T.M.B.

DRAWING SCALE(S): NTS
PLAN DATE: DECEMBER 01, 2017
PROJECT NUMBER: 486.05
SHEET NO. C–10
12 OF 13

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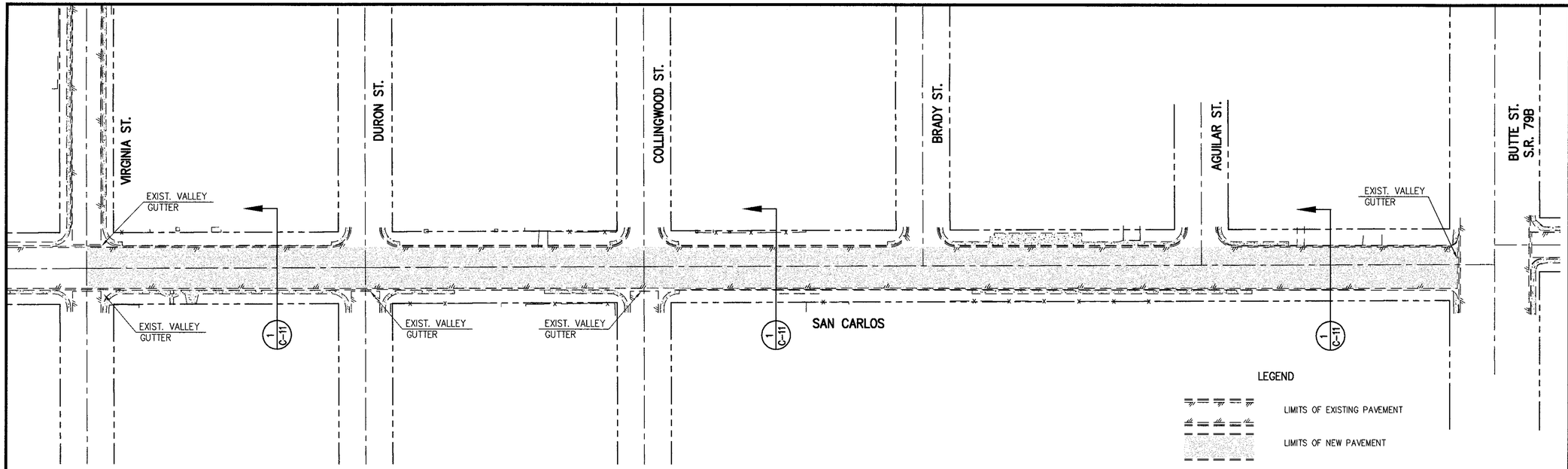


PAVING NOTES

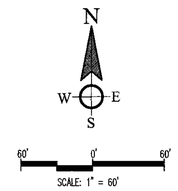
1. ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE LATEST VERSION OF STANDARD SPECIFICATIONS FOR CONSTRUCTION FOR THE TOWN OF FLORENCE, MARICOPA ASSOCIATION OF GOVERNMENTS (M.A.G.) SPECIFICATIONS AND DETAILS, LATEST EDITION AND PINAL COUNTY.
2. EXCAVATION AND BACKFILL FOR STRUCTURES SHALL CONFORM TO M.A.G., SECTION 206
3. AGGREGATE BASE COURSE SHALL CONFORM TO M.A.G. SECTION 702.
4. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE OCCUPATION SAFETY AND HEALTH ADMINISTRATION REGULATIONS.
5. THE CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED BY ALL GOVERNMENTAL AGENCIES.
6. UPON COMMENCEMENT OF WORK, TRAFFIC CONTROL DEVICES SHALL BE POSTED AND MAINTAINED BY THE CONTRACTOR UNTIL SUCH TIME AS THE WORK IS COMPLETED. ALL WARNING SIGNS, BARRICADES, ETC. SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES ADOPTED BY THE STATE OF ARIZONA PURSUANT TO A.R.S. 28-650.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CARE AND MAINTENANCE OF EXISTING IMPROVEMENTS AND VEGETATION IN THE WORK AREA. PAVEMENT, CURBS, AND ANY OTHER OBSTRUCTIONS DAMAGED DURING CONSTRUCTION ARE TO BE REPLACED BY THE CONTRACTOR. ANY UNDERGROUND PIPES, IRRIGATION CONTROLS, DRAINS, STRUCTURES OR OBSTRUCTIONS NOT SHOWN ON THESE PLANS SHALL BE MOVED, ALTERED OR REPAIRED BY THE CONTRACTOR WHEN ENCOUNTERED, AS DIRECTED BY THE TOWN ENGINEER, AND IS A DEFINITE PART OF THIS PROJECT.
8. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO FURNISH, HAUL AND APPLY ALL WATER REQUIRED FOR COMPACTION AND FOR THE CONTROL OF DUST FROM CONSTRUCTION ACTIVITY. THE COST THEREOF IS TO BE INCLUDED IN THE APPROPRIATE BID ITEM(S) PRICE'S).
9. THE CONTRACTOR BEFORE UNDERTAKING ANY GRADING OR CONSTRUCTION WORK OF ANY TYPE WITHIN THE PUBLIC RIGHT-OF-WAY, MUST FIRST OBTAIN ANY REQUIRED PERMITS FROM THE TOWN OF FLORENCE.
10. INSPECTION BY THE TOWN OF FLORENCE OR THE TOWNS REPRESENTATIVE OF THE WORK CALLED FOR THE PLANS SHALL NOT IN ANY WAY, RELIEVE THE CONTRACTOR AND/OR HIS/HER SUBCONTRACTORS OF THEIR OBLIGATION TO PERFORM THE WORK IN COMPLIANCE WITH THE PLANS, SPECIFICATIONS, CONTRACT DOCUMENTS, TOWN CODE AND ANY OTHER APPLICABLE REGULATION PERTAINING THERE TO.
11. THE CONTRACTOR SHALL OPERATE IN A MANNER COMPLIANT WITH ALL APPLICABLE REGULATIONS OF THE TOWN, COUNTY, STATE AND FEDERAL GOVERNMENT.
12. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND/OR THE SURVEYOR PROVIDING THE CONSTRUCTION LAYOUT TO VERIFY THE BENCHMARK AND COMPARE THE SITE CONDITIONS WITH THE PLANS AND SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES OBSERVED. SHOULD ANY BENCHMARK, GRADE OR DESIGN INDICATED ON THE PLANS BE SUSPECT THE ENGINEER SHALL BE NOTIFIED OF SAID BENCHMARK GRADE OR PROBLEM AT LEAST TWENTY-FOUR HOURS BEFORE CONSTRUCTION IS SCHEDULED TO BEGIN ON THE AFFECTED AREA.
13. EARTHWORK, EXCEPT AS MODIFIED BY THE SOILS REPORT OF RECORD SHALL CONFORM TO M.A.G. SECTION 200.

(PAVING NOTES CONTINUED)

14. CONTRACTOR SHALL CALL BLUE STAKE (1-800-782-53481) TO VERIFY LOCATION OF ALL UTILITIES PRIOR TO COMMENCEMENT OF OPERATION.
15. IF UNANTICIPATED CONDITIONS ARE ENCOUNTERED DURING THE COURSE OF CONSTRUCTION AND ARE BEYOND THE SCOPE OF DESIGN, THE ENGINEER SHALL SUBMIT THE NECESSARY REVISED OR SUPPLEMENTAL IMPROVEMENT PLANS FOR REVIEW AND APPROVAL BY THE TOWN ENGINEER.
16. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO FULLY COMPLY WITH U.S. EPA STORMWATER DISCHARGE PERMIT IN ACCORDANCE WITH THE ADOT EROSION AND POLLUTION CONTROL MANUAL AND AS DIRECTED BY THE ENGINEER.
17. THE SOILS ENGINEER SHALL OBSERVE, INSPECT AND TEST ALL CONSTRUCTION OPERATIONS, INCLUDING BUT NOT LIMITED TO: SUBGRADE PREPARATION, TRENCH EXCAVATIONS AND BACKFILL, MATERIAL TESTING, TOGETHER WITH PLACEMENT OF FILL. SAID ENGINEER SHALL CERTIFY IN WRITING, THAT ALL SOILS OPERATIONS AND MATERIALS USED FOR THIS DEVELOPMENT WERE PERFORMED IN ACCORDANCE WITH THE RECOMMENDATIONS AS SET FORTH IN THE GEOTECHNICAL INVESTIGATION OF RECORD AND ARE IN CONFORMANCE WITH THE ACCEPTED PLANS AND SPECIFICATIONS. CERTIFICATION, IN WRITING, ARE TO BE RECEIVED BY THE TOWN ENGINEER OF THE TOWN OF FLORENCE PRIOR TO THE REQUEST FOR FINAL INSPECTION AND RELEASE OF ASSURANCES.
18. THE TOWN ENGINEER WILL, UPON RECEIPT OF ALL NECESSARY CERTIFICATIONS AS OUTLINED IN THE IMPROVEMENT PLANS, PERFORM A FIELD REVIEW IF THE DEVELOPMENT. FIELD CONDITIONS, DESIGN OVERSIGHTS, ETC., MAY REQUIRE ADDITIONAL WORK AND/OR IMPROVEMENTS AS A RESULT OF SAID REVIEW.
19. CONTRACTOR SHALL HAUL OFF EXISTING PAVEMENT THAT HAS BEEN REMOVED AND DISPOSE OF PROPERLY.

NOTE:
EXISTING PAVEMENT SECTION VARIES SEE GEOTECHNICAL REPORT.

1 / C-11 SAN CARLOS TYPICAL SECTION
N.T.S.



CONSTRUCTION NOTES

1. NEW PAVEMENT LIMITS ALL SIDE STREETS ARE SHOWN APPROXIMATELY, EXACT LIMITS WILL HAVE TO BE ESTABLISHED BASED ON 5 FEET PAST THE DISTURBED PAVEMENT SECTION ON EACH CONNECTION, UNLESS OTHERWISE SHOWN.
2. EXISTING VALVE BOXES AND COVERS OF MAINS TO REMAIN IN SERVICE SHALL BE ADJUSTED TO NEW PAVING ELEVATIONS.
3. CONTRACTOR MUST PROVIDE THE SERVICE OF A REGISTERED LAND SURVEYOR TO VERIFY ALL HORIZONTAL CONTROL AND SET UP TEMPORARY CONTROL PRIOR TO PAVEMENT REMOVAL, SAID SURVEYOR SHALL BE ALSO RESPONSIBLE FOR RE-ESTABLISHING REMOVED SURVEY MONUMENTS AND FILE A RECORD OF SURVEY SHOWING PRIOR AND POST CONSTRUCTION SURVEY MONUMENTATION INFORMATION.
4. AFTER COMPLETION OF THE NEW PAVING, RAISED REFLECTIVE MARKERS SHALL BE PLACED AT EVERY HYDRANT ALONG THE PROJECT LENGTH.
5. SAWCUT/TRIM TACK AND SEAL EXISTING PAVEMENT.
6. THIS PROJECT SHALL REQUIRE REMOVAL AND REPLACEMENT OF EXISTING ROADWAY PAVING. THE NEW PAVEMENT SHALL BE PLACED AT THE SAME LOCATION, WIDTH, LINE AND GRADE AS THE EXISTING PAVEMENT. THE CONTRACTOR SHALL BE REPONSIBLE FOR PROVIDING AND CERTIFING BOTH (BY A REGISTERED LAND SURVEYOR) PRE-CONTRUCTION AND POST-CONTRUCTION AS-BUILTS OF THE ROADWAY AS PART OF THIS CONTRACT.

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Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

NO.	BY	DESCRIPTION	APP'D	DATE

REVISIONS

TOWN OF FLORENCE
12" WATER LINE AUGMENTATION
PAVEMENT REPLACEMENT PLAN

Registered Professional Engineer (Civil) CERTIFICATE NO. 62265 TROY M. BELCHER 12/1/2017 Date Signed ARIZONA U.S.A.
EXPIRES 6/30/2019

Westland Resources
4001 E. Paradise Falls Drive
Tucson, Arizona 85712
(520) 206-9585

DESIGNED BY:	DRAWN BY:	CHECKED BY:
C.C.	G.G.F.	T.M.B.

DRAWING SCALE(S): 1"=40'
PLAN DATE: DECEMBER 01, 2017
PROJECT NUMBER: 486.05
SHEET NO. C-11
13 OF 13

M:\Jobs\400's\486.05\ENG\Deliverables\486.05-C-11.dwg Dec 01, 2017 - 11:12am gfford

MEETING SIGN IN SHEET — Addendum 2 — September 10,2018

PROJECT: MANDATORY PRE-BID MEETING - CDBG 12" WATERLINE PROJECT

DATE: MONDAY, SEPTEMBER 10, 2018 — **TIME: 10:00 AM**

FACILITATOR: TIMM WAINSCOTT, WATER SUPERINTENDENT — **LOCATION: TOWN HALL** — **Rec Room A**

Community Center

Please print clearly - thank you.

	LAST NAME	FIRST NAME	COMPANY	ADDRESS	EMAIL	PHONE
1	Lewis	Mike	Jonovich Companies	501 S Broad Street, Globe AZ 85501	Wjonovich@jonovichcompanies.com	928-701-2281
2	Haley	Ryan	RBH Construction	P.O. Box 1638, Queen Creek, AZ 85142	Rbhaley@Rbhaleyconstruction.com	602-615-2973
3	Munoz	Juan	RBH Construction	429 W B Place, Mesa AZ	munozjuan@Rbhaleyconstruction.com	602-846-6298
4	Scholz	Jeff	Scholz Contracting, LLC	7526 E Orion Circle, Mesa AZ	jeff@scholzaz.com	213-216-3441
5	Warner	John	KE&G Construction Inc	3949 E. Irvington Road, Tucson, AZ 85714	jwarner@kegtus.com	520-940-8423
6	Aguirre	Guillermo	KE&G Construction Inc	3949 E. Irvington Road, Tucson, AZ 85714	gaguirre@kegtus.com	520-468-9261
7	Ferris	Mike	Redpoint Contracting	139506 N Daisy Mtn Dr, #122, Phoenix, AZ 85086	estimating@redpointcontracting.com	602-792-0013
8	Morgan	Shawn	E. W. Parker Enterprises	107 W Wade Lane, Payson, AZ 85541	ewpebid@gmail.com	928-978-0902
9	Vermillion	Shawn	Tiffany Contruction	7122 N 27th Avenue, Glendale, AZ	svermillion@tiffanyconst.com	480-619-3023
10	Gardner	Mark	Apache Underground & Excavating	P.O. Box 1113, Lakeside, AZ 85929	apacheunderground@frontiernet.net	928-242-1055
11	Zimmerman	James	Western Companies	1350 N. Penrod Road, Show Low, AZ 85901	JamesZ@westerngc.com	928-243-7676
12	Clayton	Cody	Team Fishel	Arizona	cdclayton@teamfishel.com	486-417-3027
13	Sanders-Brillault	Thierry	Kinkaid Civil Construction	4505 E. Viginia St., Mesa, AZ 85215	Thierry@kinkaidcivil.com	602-717-9249
14	Anderson	Devin	DWA Construction Co. LLC	P.O. Box 12788, Casa Grande, AZ 85130	devin@dwaconstruction.com	520-836-1860
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MEETING SIGN IN SHEET

Addendum 2

September 10,2018

PROJECT: MANDATORY PRE-BID MEETING - CDBG 12" WATERLINE PROJECT

DATE: MONDAY, SEPTEMBER 10, 2018

TIME: 10:00 AM

FACILITATOR: TIMM WAINSCOTT, WATER SUPERINTENDENT

LOCATION: TOWN HALL **Rec Room A**
Community Center

Please print clearly - thank you.

	LAST NAME	FIRST NAME	COMPANY	ADDRESS	EMAIL	PHONE
1	Lewis	Mike	Jonovich Companies	501 S Broad Street, Globe AZ 85501	Wjonovich@jonovichcompanies.com	928-701-2281
2	Haley	Ryan	RBH Construction	P.O. Box 1638, Queen Creek, AZ 85142	Rbhaley@Rbhaleyconstruction.com	602-615-2973
3	Munoz	Juan	RBH Construction	429 W B Place, Mesa AZ	munozjuan@Rbhaleyconstruction.com	602-846-6298
4	Scholz	Jeff	Scholz Contracting, LLC	7526 E Orion Circle, Mesa AZ	jeff@scholzaz.com	213-216-3441
5	Warner	John	KE&G Construction Inc	3949 E. Irvington Road, Tucson, AZ 85714	jwarner@kegtus.com	520-940-8423
6	Aguirre	Guillermo	KE&G Construction Inc	3949 E. Irvington Road, Tucson, AZ 85714	gaguirre@kegtus.com	520-468-9261
7	Ferris	Mike	Redpoint Contracting	139506 N Daisy Mtn Dr, #122, Phoenix, AZ 85086	estimating@redpointcontracting.com	602-792-0013
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9	Vermillion	Shawn	Tiffany Contruction	7122 N 27th Avenue, Glendale, AZ	svermillion@tiffanyconst.com	480-619-3023
10	Gardner	Mark	Apache Underground & Excavating	P.O. Box 1113, Lakeside, AZ 85929	apacheunderground@frontiernet.net	928-242-1055
11	Zimmerman	James	Western Companies	1350 N. Penrod Road, Show Low, AZ 85901	JamesZ@westerngc.com	928-243-7676
12	Clayton	Cody	Team Fishel	Arizona	cdclayton@teamfishel.com	486-417-3027
13	Sanders-Brillault	Thierry	Kinkaid Civil Construction	4505 E. Viginia St., Mesa, AZ 85215	Thierry@kinkaidcivil.com	602-717-9249
14	Anderson	Devin	DWA Construction Co. LLC	P.O. Box 12788, Casa Grande, AZ 85130	devin@dwaconstruction.com	520-836-1860
15	Sonny	Pettit	In Ground Construction Inc	3048 E. Baseline Road, Bldg 13, Ste 127, Mesa, AZ 85204	psonny1969@gmail.com	480-468-0522
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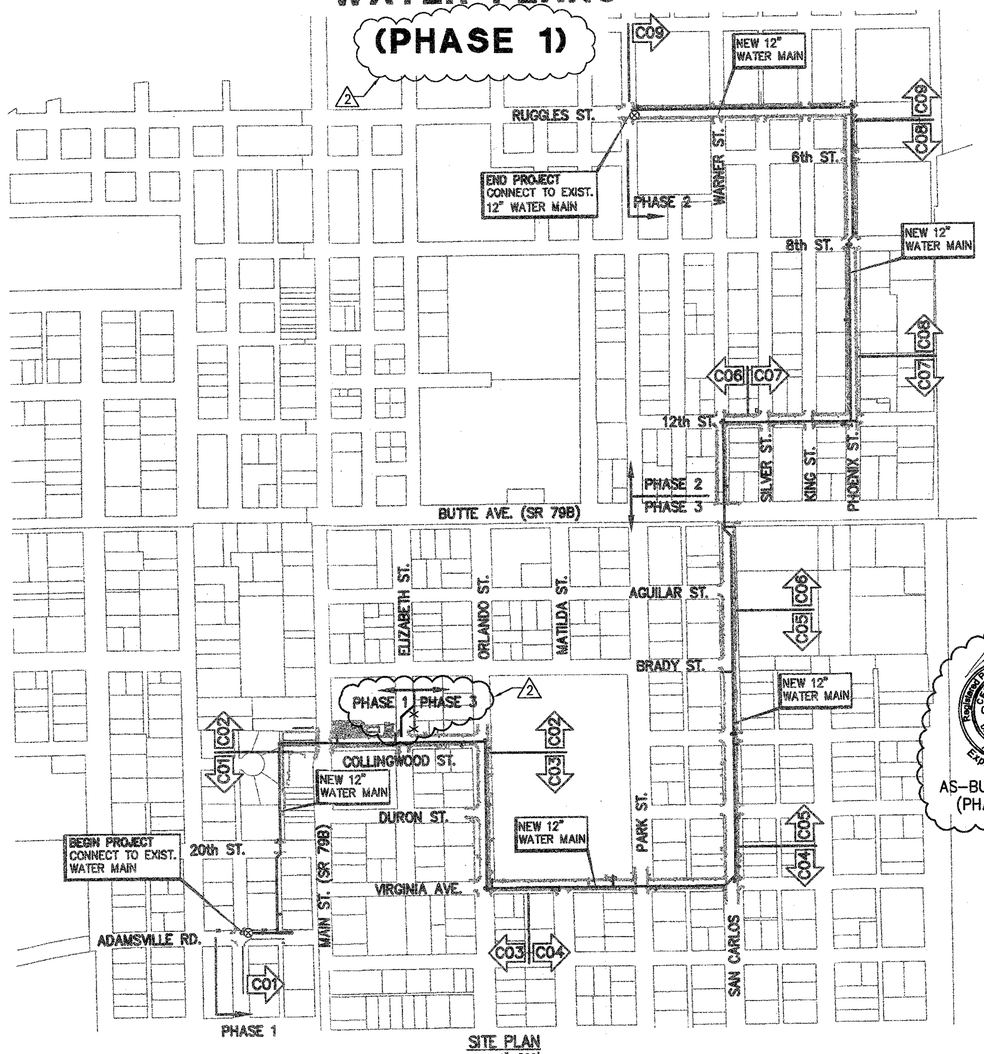
ADDENDUM 3

TOWN OF FLORENCE
12" WATER LINE AUGMENTATION
WATER PLANS
(PHASE 1)

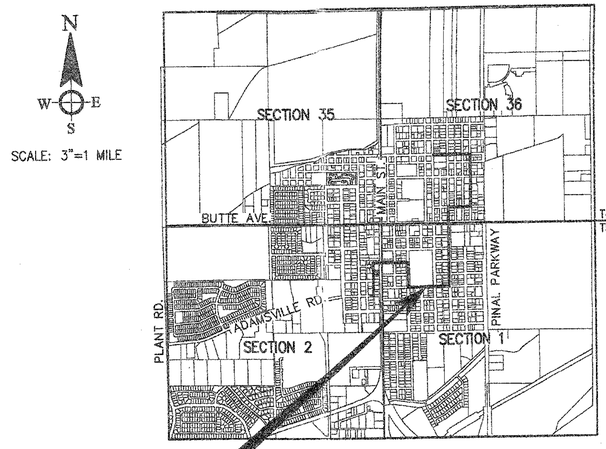
GENERAL NOTES

1. ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE LATEST VERSION OF STANDARD SPECIFICATIONS FOR CONSTRUCTION FOR THE TOWN OF FLORENCE, MARICOPA ASSOCIATION OF GOVERNMENTS (M.A.G.) SPECIFICATIONS AND DETAILS, LATEST EDITION, THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY BULLETIN NO. 10, AND PINAL COUNTY.
2. ALL CONSTRUCTION SHALL CONFORM TO TOWN OF FLORENCE, AND THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY STANDARDS.
3. THE CONTRACTOR SHALL SUPPLY ALL STAKES SET FOR THE LINES, LEVELS OR MEASUREMENTS OF THE WORK IN THEIR PROPER PLACES AND IT SHALL BE CERTIFIED BY A "REGISTERED LAND SURVEYOR". ANY EXPENSE INCURRED IN REPLACING ANY STAKES WHICH THE CONTRACTOR OR HIS SUBORDINATES MAY HAVE FAILED TO PRESERVE SHALL BE THE CONTRACTORS RESPONSIBILITY.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CARE, MAINTENANCE, REPAIR OR REPLACEMENT OF EXISTING IMPROVEMENTS IN THE WORK AREA WHICH HAVE BEEN REMOVED OR DAMAGED DURING THE COURSE OF CONSTRUCTION. ALL REPAIR, REPLACEMENT, OR CLEANUP SHALL BE DONE TO THE SATISFACTION OF THE OWNER.
5. THE CONTRACTOR IS REQUIRED TO CONTACT "ARIZONA 811" (1-800-782-5348) 48 HOURS PRIOR TO ANY EXCAVATION TO DETERMINE ACCURATE UTILITY LOCATIONS.
6. CONTRACTOR SHALL GIVE FORTY-EIGHT (48) HOURS NOTICE WHEN HE SHALL REQUIRE THE SERVICES OF THE ENGINEER OR ANY OTHER PERSON PROPERLY AUTHORIZED FOR SUCH PURPOSE FOR LAYING OUT ANY PORTION OF THE WORK. HE SHALL ALSO DIG ALL STAKE HOLES NECESSARY TO GIVE LINE AND LEVELS.
7. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FURNISH, HAUL AND APPLY ALL WATER REQUIRED FOR COMPACTION AND THE CONTROL OF DUST FROM CONSTRUCTION ACTIVITY. THE COST THEREOF IS TO BE INCLUDED IN THE GRADING CONSTRUCTION PRICE.
8. OMISSIONS OR CONFLICTS BETWEEN VARIOUS ELEMENTS OF THE DRAWINGS, NOTES AND DETAILS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND RESOLVED BEFORE PROCEEDING WITH THE WORK.
9. EXISTING UTILITIES ARE SHOWN BASED UPON THE BEST INFORMATION AVAILABLE. CONTRACTOR TO VERIFY LOCATION, SIZE, TYPE AND ELEVATION OF EXISTING UTILITIES PRIOR TO COMMENCING CONSTRUCTION.
10. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE OCCUPATION SAFETY AND HEALTH ADMINISTRATION REGULATIONS.
11. CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED BY GOVERNMENTAL AGENCIES.
12. A COPY OF THIS PLAN SHALL BE KEPT IN AN EASILY ACCESSIBLE LOCATION ON THE SITE AT ALL TIMES DURING CONSTRUCTION.
13. IF UNANTICIPATED CONDITIONS ARE ENCOUNTERED DURING THE COURSE OF THE CONSTRUCTION AND ARE BEYOND THE SCOPE OF THE DESIGN, THE ENGINEER SHALL SUBMIT THE NECESSARY REVISED OR SUPPLEMENTAL IMPROVEMENT PLANS FOR REVIEW AND APPROVAL BY THE TOWN OF FLORENCE AND THEIR ENGINEER.
14. A QUALIFIED REGISTERED ENGINEER OR LAND SURVEYOR MUST CERTIFY THAT THIS PROJECT WAS CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE APPROVED PLANS.
15. ALL EXISTING DRAINAGE WAYS SHALL BE RESTORED TO EXISTING CONDITIONS AFTER CONSTRUCTION.
16. ALL TRENCHES SHALL BE BACKFILLED AND COMPACTED TO A MINIMUM OF 95% PROCTOR DENSITY.
17. CONTRACTOR SHALL REMOVE ALL EXCESS EXCAVATED MATERIALS, CONSTRUCTION DEBRIS, GRUBBED VEGETATION, AND REMOVAL ITEMS CALLED OUT ON PLANS FROM SITE AND LEGALLY DISPOSE OF THESE MATERIALS OFF SITE.
18. ALL PIPE AND FITTINGS SHALL BE APPROPRIATELY MARKED OR COLOR CODED TO INDICATE THAT THE PIPE IS A POTABLE WATER PIPE. CONTRACTOR SHALL INSTALL AN INSULATED 12-GAUGE LOCATING WIRE AND WARNING TAPE OVER ALL SEWER MAINS IN ACCORDANCE WITH THE LATEST EDITION OF THE MARICOPA ASSOCIATION OF GOVERNMENT (M.A.G.) UNIFORM STANDARD SPECIFICATIONS AND DETAILS AND TOWN OF FLORENCE UTILITY CONSTRUCTION STANDARDS.
19. ALL CONSTRUCTION AND TEST METHODS SHALL BE IN CONFORMANCE WITH M.A.G. UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION.
20. ALL CONCRETE SHALL COMPLY WITH M.A.G. SPECIFICATION SECTIONS 505 AND 725 AS APPLICABLE, UNLESS OTHERWISE SPECIFIED.
21. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CALCULATE HIS OWN EARTHWORK QUANTITIES AND SUBMIT HIS BID BASED THEREON.
22. ALL ORGANIC MATERIAL SHALL BE REMOVED WITHIN CLEARING LIMITS FOR NECESSARY GRADING TO A DEPTH OF SIX (6) INCHES AND LAWFULLY DISPOSED OF PRIOR TO GRADING.
23. THE GEOTECHNICAL ENGINEER SHALL OBSERVE, INSPECT AND TEST ALL EARTHWORK OPERATIONS, INCLUDING BUT NOT LIMITED TO: CLEARING, GRUBBING, SUBGRADE PREPARATION, STRUCTURAL AND TRENCH EXCAVATION AND BACKFILL TOGETHER WITH PLACEMENT AND COMPACTION OF FILL. THE SAID ENGINEER SHALL CERTIFY THAT ALL GRADING OPERATIONS WERE PERFORMED IN ACCORDANCE WITH APPLICABLE STANDARDS.
24. ALL WORK SHALL CONFORM TO GRADING STANDARDS PER TOWN OF FLORENCE ZONING CODE, LATEST EDITION.
25. ALL REVISIONS TO THESE PLANS MUST BE APPROVED BY THE TOWN OF FLORENCE ENGINEER PRIOR TO CONSTRUCTION.
26. THE CONTRACTOR SHALL USE THE FOLLOWING PIPE FOR USE ON THIS PROJECT.
    A) PVC – SDR18 CLASS 150 C-900. UNLESS OTHERWISE CALLED OUT ON THE PLANS.
27. THE HORIZONTAL DISTANCE BETWEEN A PUBLIC WATER PIPE AND THE GRAVITY MAIN SHALL NOT BE LESS THAN SIX (6) FEET. VERTICAL CLEARANCE BETWEEN THE WATER MAIN AND GRAVITY SEWER MAIN SHALL BE A MINIMUM OF TWO (2) FEET. (IF THESE CRITERIA CANNOT BE MET, DESIGN CHANGES WILL BE REQUIRED). CONTRACTOR SHALL FIELD VERIFY THE SEPARATION OF EXISTING WATER MAINS AND PROPOSED SEWER MAINS BY POT HOLING THE EXISTING WATER MAINS PRIOR TO CONSTRUCTION AND IMPLEMENTATION.
28. HAND BACKFILL OF SELECT MATERIAL SHALL BE IMPORTED OR TRENCH EXCAVATION MATERIAL WHICH SHALL BE IN ACCORDANCE WITH TOWN OF FLORENCE PUBLIC WORKS DEPARTMENT AND THE LATEST EDITION OF THE MARICOPA ASSOCIATION OF GOVERNMENTS (M.A.G.) UNIFORM STANDARDS AND SPECIFICATIONS.
29. BEDDING SHALL BE SAND IN ACCORDANCE WITH TOWN OF FLORENCE PUBLIC WORKS DEPARTMENT. BEDDING MATERIAL DESIGN CRITERIA IS GRANULAR MATERIAL WITH A WEIGHT OF 115 LBS. PER CUBIC FOOT. S.F. 1.5. SHOULD GROUND WATER OR OTHER UNANTICIPATED SOIL CONDITION BE ENCOUNTERED, THE BEDDING SHALL BE MODIFIED AS DIRECTED BY THE ENGINEER.
30. CONTRACTOR TO VISIT SITE AND FAMILIARIZE THEMSELVES WITH EXISTING CONDITIONS PRIOR TO SUBMITTING A BID FOR THE PROJECT.
31. CONTRACTOR SHALL REPLACE EXISTING STRIPING, CROSSWALKS AND TRAFFIC SYMBOLS PER TOWN OF FLORENCE AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
32. UPON COMMENCEMENT OF WORK, TRAFFIC CONTROL DEVICES SHALL BE POSTED AND MAINTAINED BY THE CONTRACTOR UNTIL SUCH TIME AS THE WORK IS COMPLETED. ALL WARNING SIGNS, BARRICADES, ETC. SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES ADOPTED BY THE STATE OF ARIZONA PURSUANT TO A.R.S. 28-650.
33. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL HOMES AND BUSINESSES DURING CONSTRUCTION.
34. THE CONTRACTOR SHALL CONTACT UTILITY COMPANIES PRIOR TO CROSSING OR CONSTRUCTION ADJACENT TO EXISTING FACILITIES.
35. SEE SHEET C-10 FOR SURVEY POINT TABLE.

Call at least two full working days before you begin excavation. ARIZONA811 Arizona Blue Stake, Inc. Dial 8-1-1 or 1-800-STAKE-IT (782-5348) In Maricopa County: (602)263-1100



SITE PLAN
1"=300'

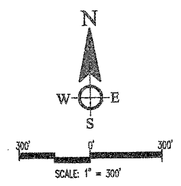


SCALE: 3"=1 MILE

THIS PROJECT

LOCATION MAP

A PORTION OF SECTIONS 1&2
T-5-S, R-9-E,
SECTION 36
T-4-S, R-9-E
G&SRM PINAL COUNTY, ARIZONA



LEGEND

1500	EXISTING CONTOUR
OHE	EXISTING OVERHEAD UTILITY LINE
E	EXISTING ELECTRIC LINE
W	EXISTING WATER MAIN AND VALVE
WS	EXISTING WATER SERVICE
G	EXISTING GAS MAIN
	NEW WATER MAIN AND VALVE
A	NEW AIR RELEASE VALVE
HCP	HORIZONTAL CONTROL POINT
1/3	DETAIL NUMBER / SHEET NUMBER
2	SHEET INDEX NUMBER
MON	SURVEY MON
	FIRE HYDRANT
PP	POWER POLE
SMH	SANITARY SEWER MANHOLE
	EXISTING EDGE OF PAVEMENT
	EXISTING CHAIN LINK FENCE
	EXISTING WIRE FENCE
	EXISTING BLOCK WALL
	NEW METER TIE-OVER
W	ABANDON WATER MAIN

AS-BUILT DRAWINGS (PHASE 1 ONLY)
Registered Professional Engineer (Civil) CERTIFICATE NO. 52411 CHRISTOPHER A. SALAS Date signed 9/5/17 ARIZONA U.S.A. Expires 6/30/2019

SHEET INDEX

G-01	COVER SHEET AND GENERAL NOTES
G-02	TOWN OF FLORENCE NOTE SHEET
C-01	PLAN AND PROFILE SHEET
C-02	PLAN AND PROFILE SHEET
C-03	PLAN AND PROFILE SHEET
C-04	PLAN AND PROFILE SHEET
C-05	PLAN AND PROFILE SHEET
C-06	PLAN AND PROFILE SHEET
C-07	PLAN AND PROFILE SHEET
C-08	PLAN AND PROFILE SHEET
C-09	PLAN AND PROFILE SHEET
C-10	DETAIL SHEET
C-11	PAVEMENT REPLACEMENT PLAN

ADEQ WATER NOTES:

1. ALL WATERLINES AND FITTINGS SHALL HAVE NATIONAL SANITATION FOUNDATION (NSF) SEAL AND COMPLY WITH A.A.C. R-18-4-213.C STANDARDS.
2. ALL MATERIALS AND PRODUCTS USED IN THE DRINKING WATER SYSTEM SHALL CONFORM TO NSF STANDARD 61.
3. CONSTRUCTION MATERIALS USED IN THE WATER SYSTEM SHALL BE LEAD FREE AS IN ACCORDANCE WITH A.A.C. R18-5-504 AND R18-5-101.
4. WATER LINES SHALL BE PRESSURE AND LEAKAGE TESTED IN ACCORDANCE WITH A.W.W.A. C605-94.
5. PRESSURE AND LEAKAGE TESTING RESULTS MUST BE PROVIDED WITH THE APPROVAL OF CONSTRUCTION (AOC) APPLICATION IN ORDER FOR THE AOC PERMIT TO BE ISSUED. DATA REQUIRED FOR THE ENGINEERING CERTIFICATE OF COMPLETION (ECC) AND THE AOC CAN BE FOUND AT http: www.azdeq.gov/environ/water/dw/download/data.pdf
6. WATER LINES SHALL BE DISINFECTED BY CHLORINATION IN ACCORDANCE WITH A.W.W.A. C601 STANDARD AND A.D.E.Q. BULLETIN NO. 8.
7. DISINFECTION RESULTS FROM AN ARIZONA STATE ACCREDITED LABORATORY MUST BE APPROVIDED WITH THE APPROVAL OF CONSTRUCTION (AOC) APPLICATION IN ORDER FOR THE AOC PERMIT TO BE ISSUED.
8. WATER/SEWER LINE SEPARATION SHALL BE IN ACCORDANCE WITH A.A.C. R-18-5-502.C.
9. ALL FITTINGS, VALVES, FLEXIBLE COUPLINGS, AND REPAIR CLAMPS SHALL BE ENCASED WITH A 10 MIL POLYETHYLENE IN ACCORDANCE WITH A.W.W.A. C-105 METHOD C.

MATERIAL QUANTITY LIST

ITEM	PHASE 1 QTY	PHASE 2 QTY	PHASE 3 QTY
12" PVC PIPE	~~1586~~1,660 LF	3,000 LF	3,500 LF
12" DIP PIPE	30 LF	90 LF	150 LF
6" DIP PIPE	~~156~~ 83 LF	153 LF	338 LF
12" GATE VALVE, B&C	~~5~~ 4 EA	11 EA	13 EA
6" GATE VALVE, B&C	~~4~~ 3 EA	8 EA	12 EA
12" TAPPING SLEEVE		1 EA	
6" TAPPING SLEEVE			1 EA
NEW FIRE HYDRANT	~~4~~ 3 EA	7 EA	11 EA
SERVICE TIE OVERS	~~20 EA~~	9 EA	20 EA
24" JACK AND BORE	90 LF	~~103 LF~~	103 LF
1" COMBINATION AIR RELEASE VALVE	1 EA	4 EA	6 EA
PAVEMENT PATCH / REPLACEMENT	330 SY	1,800 SY	8,850 SY

FOR REVISION 1 ONLY
Registered Professional Engineer CERTIFICATE NO. 62265 TROY M. BELCHER Date signed 12/20/2017 ARIZONA U.S.A. EXPIRES 6/30/2019

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS PROJECT: POINT #372 (POINT TABLE) NORTH QUARTER CORNER OF SECTION 1 TO POINT #373 (POINT TABLE) CENTER QUARTER CORNER OF SECTION 1, BEARING S00°05'44"E DISTANCE OF 2640.67'.

BASIS OF ELEVATION

THE BASIS OF ELEVATION (BENCHMARK): NGS DESIGNATION – G 364 PID – DU0539, ELEVATION NAVD 88 = 1492.97; FIELD LOCATION POINT #364 (POINT TABLE)

ACCEPTED:

TOWN OF FLORENCE, TOWN ENGINNER — DATE 12/19/17

TOWN OF FLORENCE, FIRE MARSHAL — DATE 12/12/17

DESIGNED BY: CC
DRAWN BY: GGF
CHECKED BY: TMB
DRAWING SCALE(S):

Westland Resources
4001 E. Paradise Falls Drive
Tucson, Arizona 85712
(520) 206-9585

REVISIONS

NO.	BY	DESCRIPTION	APP'D	DATE
1	MPS	AS-BUILT DRAWINGS – PHASE 1 ONLY		12/20/17
		REVISIONS TO MATERIAL QUANTITY LIST		

TOWN OF FLORENCE
12" WATER LINE AUGMENTATION
WATER PLANS
COVER SHEET AND GENERAL NOTES

Registered Professional Engineer CERTIFICATE NO. 62265 TROY M. BELCHER Date signed 12/20/2017 ARIZONA U.S.A. EXPIRES 6/30/2019

PLAN DATE: DECEMBER 01, 2017
PROJECT NUMBER: 486.05-A-8000
SHEET NO. G-01
1 OF 13

M:\Jobs\400's\486.05\ENG\Deliverables\486.05-G-01.dwg Dec 01, 2017 - 1:42pm gfaford

TOWN OF FLORENCE NOTES

1. GENERAL NOTES: CONSTRUCTION INSPECTION AND TESTING

A. ALL PUBLIC IMPROVEMENT CONSTRUCTION WITHIN THE TOWN OF FLORENCE PUBLIC ROW AND ONSITE SHALL BE CONDUCTED IN ACCORDANCE WITH, AND CONFORM TO, THE LATEST EDITION OF THE UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION AND UNIFORM STANDARD DETAILS FOR PUBLIC WORKS CONSTRUCTION, BOTH AS PUBLISHED BY THE MARICOPA ASSOCIATION OF GOVERNMENTS (MAG).

B. INSPECTION OF WORK PER MAG 105.10: THE ENGINEER SHALL BE PERMITTED TO INSPECT ALL MATERIALS,AND EACH PART OR DETAIL OF THE WORK AT ANY TIME FOR THE PURPOSE OF EXPEDITING AND FACILITATING THE PROGRESS OF WORK. HE SHALL BE FURNISHED WITH SUCH INFORMATION AND ASSISTANCE BY THE CONTRACTOR, AS IS REQUIRED TO MAKE A COMPLETE AND DETAILED INSPECTION. THE TOWN ENGINEER REQUIRES THAT THE ACTUAL TEST RESULT DATA SHEET ACCOMPANY ALL COMPACTION TEST RESULTS SUBMITTED TO THE TOWN'S INSPECTOR. PASS/FAIL STATEMENTS ARE NOT ACCEPTABLE WITHOUT THE ATTACHED DATA SHEET. FAILURE TO SUBMIT THE TEST RESULT DATA SHEETS WILL RESULT IN AN INCOMPLETE SUBMITTAL AND THE TEST WILL BE REJECTED.

C. IN THE EVENT OF CONFLICT BETWEEN MAG STANDARD SPECIFICATIONS AND DETAILS AND THESE PLANS, THESE PLANS SHALL PREVAIL.

D. THE OFFICE OF THE TOWN ENGINEER SHALL BE NOTIFIED AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO THE COMMENCEMENT OF ANY WORK WITHIN THE TOWN OF FLORENCE ROW. TELEPHONE: 520-868-7617.

E. CONTRACTOR IS TO NOTIFY ALL PUBLIC UTILITIES AT LEAST TWO (2) WORKING DAYS PRIOR TO CONSTRUCTION, FOR FIELD LOCATIONS OF THEIR RESPECTIVE FACILITIES, BY CONTACTING THE FOLLOWING: BLUE STAKE: 1-800-782-5348.

F. CONTRACTOR SHALL IDENTIFY, COORDINATE AND MAKE ARRANGEMENTS FOR RELOCATION OF ANY UTILITIES CONFLICTING WITH THE PROPOSED CONSTRUCTION OF THESE PLANS, WITH THE APPROPRIATE UTILITY.

G. IDENTIFICATION, REMOVAL AND REPLACEMENT OF ALL TREES, SHRUBS, VEGETATION, MISCELLANEOUS STRUCTURES, DEBRIS, RUBBLE AND OTHER DELETERIOUS MATERIALS WITHIN THE LIMITS OF CONSTRUCTION SHALL BE AT THE CONTRACTOR'S EXPENSE.

H. ALL CONCRETE SIDEWALKS, DRIVEWAYS, APRONS, CROSS-PANS, VALLEY GUTTER, CURBS AND GUTTERS LANDSCAPING AND IRRIGATION THAT MAY BE DAMAGED DURING THE COURSE OF CONSTRUCTIONS SHALL BE REMOVED AND REPLACED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE. SHORING IS TO BE INSTALLED OR A TRENCH BOX IS TO BE USED, IN ALL TRENCHES IN EXCESS OF FIVE (5') FEET IN DEPTH. A REGISTERED CIVIL ENGINEER OR SOILS ENGINEER SHALL CERTIFY SHORING INSTALLATION PLANS, DETAILS AND SPECIFICATIONS. SHORING MUST CONFORM TO OSHA 29 CFR, PART 1926, AND SUBPART D.

I. COMPACTION TESTING IS REQUIRED AND MUST BE PERFORMED IN THE PRESENCE OF A REPRESENTATIVE OF THE TOWN ENGINEER.

J. BACKFILL: BACKFILL WITHIN THE PUBLIC UTILITY EASEMENTS AND WITHIN PUBLIC STREET ROW SHALL BE COMPACTED TO 95% OF MAXIMUM THEORETICAL DENSITY PER ASTM D698. ALL MATERIALS OUTSIDE THE MOISTURE LIMIT SHALL BE CONSIDERED UNSUITABLE, AND SUBJECT TO REMOVAL. NO HYDRAULIC COMPACTION OR WATER JET COMPACTION WILL BE ALLOWED. ALL COMPACTION MUST BE DONE BY MECHANICAL MEANS. MOISTURE LIMIT SPEC: 2.0 PERCENT BELOW OPTIMUM MOISTURE, MATERIAL SHALL BE UNIFORM.

K. SUB GRADE: SUB-GRADE PREPARATION FOR ALL NEW STREETS AND ROADWAYS SHALL CONSIST OF SCARIFYING AND LOOSENING SUB-GRADE TO A DEPTH OF SIX (6") INCHES. SUB-GRADE SHALL BE CONSTRUCTED TO ACHIEVE UNIFORM MOISTURE CONTENT BY THE ADDITION OF WATER AND COMPACTED TO 95% OF MAXIMUM DENSITY. MOISTURE SHALL BE MAINTAINED BETWEEN OPTIMUM AND 4.0% BELOW OPTIMUM MOISTURE AND SHALL BE COMPACTED TO 95% ON MAXIMUM THEORETICAL DENSITY, AS DETERMINED BY ASTM D698. ALL MATERIALS OUTSIDE THE MOISTURE LIMIT AT THE TIME OF PLACEMENT AND COMPACTION SHALL BE CONSIDERED UNSUITABLE AND SUBJECT TO REMOVAL. THE FINISHED SURFACE OF THE SUB-GRADE SHALL NOT VARY FROM THE GRADES ESTABLISHED BY THE TOWN ENGINEER BY MORE THAN: 0.04 OF A FOOT ABOVE OR BELOW SPECIFIED GRADE.

L. GRADING OF AGGREGATE BASES AND AGGREGATE SUB-BASE SHALL BE AS FOLLOWS: AGGREGATE MATERIALS SHALL HAVE WATER ADDED TO THEM AND SHALL BE MIXED AND PROCESSED TO PRODUCE A UNIFORM BLEND OF MATERIAL BEFORE PLACEMENT. AFTER PROCESSING, THE MATERIAL SHALL BE PLACED AND SPREAD ON THE PREPARED SUB-GRADE AND SHALL BE PLACED IN A UNIFORM LAYER OR LAYERS NOT EXCEEDING SIX (6") INCHES IN COMPACTED DEPTH, UNLESS OTHERWISE APPROVED IN WRITING BY THE TOWN ENGINEER. EACH LAYER OF AGGREGATE BASE SHALL BE COMPACTED TO A DENSITY OF NOT LESS THAN 100% OF THE MAXIMUM DENSITY. THE FINISHED SURFACE OF THE SUB-GRADE SHALL NOT VARY FROM THE GRADES ESTABLISHED BY THE TOWN ENGINEER BY MORE THAN: 0.04 OF A FOOT ABOVE OR BELOW SPECIFIED GRADE.

M. COMPACTION TESTING FOR SUB-GRADE WILL BE DONE AFTER THE SUB-GRADE HAS BEEN STRING LINED AND IS WITHIN TOLERANCE AND ACCEPTED BY THE TOWN ENGINEER. THE TOWN ENGINEER OR HIS REPRESENTATIVE WILL DIRECT THE NUMBER AND LOCATION OF DENSITY TESTS. ALL SUB-GRADES SHALL HAVE A BLUE-TOP ELEVATION SET TO FINISHED GRADE AND LEFT AND RIGHT EDGES OF PAVEMENT, AND CENTERLINE OF ROADWAY.

N. ONE (1) SAND CONE TEST SHALL BE REQUIRED FOR EVERY TEN (10) NUCLEAR DENSITY TESTS PERFORMED, OR WHEN REQUESTED BY THE TOWN ENGINEER OR HIS REPRESENTATIVE. THE TOWN ENGINEER OR ENGINEER'S REPRESENTATIVE SHALL DETERMINE THE LOCATIONS OF THESE SAND CONE TESTS.

O. ALL MATERIALS, INCLUDING BUT NOT LIMITED TO AGGREGATE BASE COURSE, BORROW MATERIAL AND NATIVE MATERIAL, WILL BE ACCEPTED IN PLACE ONLY. TESTING REQUIRED FOR ACCEPTANCE WILL INCLUDE A SIEVE ANALYSIS AND PLASTICITY INDEX, (P.I.). DETERMINATION OF MAXIMUM THEORETICAL DENSITY WILL BE IN ACCORDANCE WITH ASTM D698. ONLY A FOUR-POINT PROCTOR TEST WILL BE ACCEPTED.

P. THE BASE COURSE SHALL NOT BE PLACED ON SUB-GRADE UNTIL THE TOWN ENGINEER HAS ACCEPTED THE SUB-GRADE. ALL MATERIALS WILL BE ACCEPTED IN PLACE ONLY. COMPACTION DENSITIES: MAG TYPE I BACKFILL MATERIAL (SECTION 601.4.4) IS MODIFIED TO INCLUDE AREAS UNDER THE PAVEMENT, ROW, AND EASEMENTS FOR ALL TRENCHES INCLUDING SEWER, WATER, ELECTRIC, AND GAS, TELEPHONE, AND STORM DRAINS, MOISTURE SPEC. 2.0 PERCENT BELOW OPTIMUM MOISTURE COMPACT TO 95% OF MAXIMUM THEORETICAL DENSITY. ALL MATERIALS OUTSIDE THE MOISTURE SPEC-LIMIT SHALL BE CONSIDERED UNSUITABLE, SUBJECT TO REMOVAL AND MATERIAL SHALL BE UNIFORM.

Q. THE LOCATION OF ALL SEWER STUB-OUTS SHALL BE STAMPED ON THE TOP OF VERTICAL CURB, AND FACE OF ROLLED CURBS, WITH A FOUR (4") INCH HIGH LETTERS (IE: "S").

R. ALL CURB, GUTTER AND SIDEWALK EXPANSION JOINT FILLER WILL BE ¾" BITUMINOUS PRE-MOLDED ALL EXPANSION JOINT SPACING SHALL NOT EXCEED A MAXIMUM OF (50') FEET OR AS DIRECTED BY THE TOWN ENGINEER. CONCRETE CURING COMPOUND MATERIAL SHALL BE A WHITE PIGMENT MEMBRANE USED ON ALL CONCRETE STRUCTURES INCLUDING CURB & GUTTER, SIDEWALK, HEADWALL, CATCH BASINS AND SIDEWALK RAMPS.

S. PAVING WILL NOT COMMENCE UNTIL AGGREGATE BASE COURSE COMPACTION AND GRADATION TESTS ARE COMPLETED AND THE TOWN ENGINEER ACCEPTS THE RESULTS.

T. USPS CLUSTER MAIL BOX LOCATIONS MUST BE PRE-DETERMINED AND NOTED ON THE CIVIL PLANS FOR GRADING AND PAVING. ADD CLUSTER BOXES TO THE LEGEND AND IN CONSTRUCTION NOTES. CLUSTER BOX LOCATIONS SHOULD BE SHOWN ON THE "OVERALL SEWER/WATER/HYDRANT/STREETLIGHT PLAN."

U. MEDIAN CURB & GUTTER BULL NOSE SHALL BE PAINTED YELLOW, WITH REFLECTIVE GLASS BEADS, PER M. A. G. DTL-223, AND HAVE YELLOW PAVEMENT REFLECTORS INSTALLED AFTER THE PAINTING IS COMPLETE.

2. GRADING NOTES

A. APPROVED GEO-TECHNICAL REPORT: BY: QUAILITY TESTING INC.
DATED: OCTOBER 30, 2017. JOB NUMBER: # 17046.00.

B. THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL NECESSARY REGULATIONS AND REQUESTS BY THE TOWN AND PINAL COUNTY REGARDING DUST CONTROL.

C. REMOVAL OF ALL CACTI AND NATIVE PLANTS SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF THE "ARIZONA NATIVE PLANT LAW" A.R.S. CHAPTER 7.

D. CONTRACTOR MUST KEEP PUBLIC STREETS CLEAR OF SOIL, MUD, AND DEBRIS AT ALL TIMES.

E. CONTRACTOR MUST PREVENT DAMAGE TO DRAINAGE DURING GRADING CONSTRUCTION.

F. CONTRACTOR MUST CORRECT ANY DAMAGE TO PUBLIC OR PRIVATE PROPERTY THAT RESULTS FROM WORK DONE UNDER THE APPROVAL OF THE GRADING PERMIT.

G. IF SITE GRADING TOTALS MORE THAN ONE-TENTH (0.1) ACRE, CONTRACTOR MUST OBTAIN A PINAL COUNTY DUST CONTROL PERMIT. IF GRADING EXCEEDS ONE (1.0) ACRE, THIS ACTIVATES AZPDES AND CONTRACTOR MUST SUBMIT A NOI TO ADEQ AND PREPARE A STORM WATER MANAGEMENT PLAN ACCEPTABLE TO ADEQ.

H. ALL ON-SITE GRADING MUST COMPLY WITH CHAPTER 70 OF THE UNIFORM BUILDING CODE.

I. ALL GRADING IN THE PUBLIC ROW MUST COMPLY WITH MAG SPECIFICATIONS AND STANDARD DETAILS; THE ENGINEER'S APPROVED PLANS AND SPECIFICATIONS FOR THE PROJECT; AND THE SOILS ENGINEER'S GEOTECHNICAL REPORT FOR THE PROJECT. SURVEYORS WILL SET CONSTRUCTION STATIONS, STAKES, ESTABLISHING LINES AND GRADES FOR ROAD WORK, CURBS, GUTTERS, SIDEWALKS, STRUCTURES AND CENTERLINES FOR UTILITIES AND NECESSARY APPURTENANCES AS DEEMED NECESSARY, AND WILL FURNISH THE CONTRACTOR WITH ALL NECESSARY INFORMATION RELATING TO THE GRADES. THESE STAKES AND MARKS SHALL CONSTITUTE THE FIELD CONTROL BY AND IN ACCORDANCE WITH WHICH THE CONTRACTOR SHALL ESTABLISH OTHER NECESSARY CONTROLS AND PERFORM THE WORK. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR THE PRESERVATION OF ALL STAKES AND MARKS, AND IF THE CONTRACTOR HAS CARELESSLY OR WILLFULLY DESTROYED THE CONSTRUCTION STAKES OR MARKS, THE COST FOR REPLACING THEM WILL BE CHARGED AGAINST HIM

J. NO MINIMUM FLOOR ELEVATION SHALL BE LOWERED UNLESS APPROVED BY THE TOWN ENGINEER.

K. ANY SLOPE THAT IS STEEPER THAN 3:1 SHALL BE RIP-RAPPED OR SHALL BE REVEGETATED.

L. THE CONTRACTOR SHALL PROVIDE A LEVEL BOTTOM (+/- 1/10) IN ALL RETENTION BASINS, AT THE ELEVATIONS SHOWN ON THE PLANS. RETENTION BASIN SIDE SLOPES SHALL NOT EXCEED 4:1, UNLESS APPROVED BY THE TOWN ENGINEER AND NOTED ON THE PLANS.

M. RETENTION BASIN PERCOLATION TESTS SHALL BE PERFORMED AFTER GRADING IS COMPLETED AND PRIOR TO LANDSCAPING. PERCOLATION TESTS SHALL BE SUBMITTED TO THE TOWN ENGINEER. RECOMMENDATIONS REGARDING NUMBER OF DRYWELLS REQUIRED TO MEET THE REQUIREMENTS OF THE TOWN CODE WILL BE PRESENTED TO THE TOWN ENGINEER FOR APPROVAL, AND THE FINAL NUMBER OF DRYWELLS REQUIRED SHALL BE DETERMINED BY THESE TESTS. AFTER THE FIRST DRYWELL INSTALLATION A CONSTANT HEAD PRESSURE TEST WILL BE REQUIRED. THE DESIGN ENGINEER SHALL PROVIDE THE TOTAL NUMBER OF DRYWELLS REQUIRED AND SUBMIT THE CALCULATIONS TO THE TOWN ENGINEER. DRYWELLS REQUIRE A PERMIT FROM THE ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY AND ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY DRYWALL REGISTRATION NUMBERS SHALL BE NOTED ON THE AS-BUILT PLANS.

N. GRADING PLAN AS-BUILTS: AS-GRADED CERTIFICATION OF THE ON-SITE GRADING BY THE DESIGN ENGINEER IS REQUIRED PRIOR TO FINAL ACCEPTANCE OF ANY ON-SITE GRADING OR DRAINAGE IMPROVEMENTS. AS-BUILT DRAWINGS OF THE PUBLIC IMPROVEMENTS BY THE DESIGN ENGINEER ARE REQUIRED PRIOR TO FINAL ACCEPTANCE OF THE PUBLIC IMPROVEMENTS. AS-BUILT GRADING PLANS SHALL BE PREPARED BY THE DESIGN ENGINEER AFTER GRADING IS COMPLETED. THESE SHALL INCLUDE BUT NOT BE LIMITED TO, AS-BUILT ELEVATIONS FOR: FINISHED PADS, ALL REAR PROPERTY CORNERS, TOP OF CURB AT ALL PROPERTY LINES, RETENTION BASIN BOTTOMS, SWALES, BERMS AND PERIMETER LANDSCAPE EASEMENTS, ANY AND ALL DEVIATIONS FROM THE APPROVED PLANS AT THE TIME OF COMPLETION OF MASS GRADING. IF ANY DRYWELLS HAVE BEEN INSTALLED, ADEQ DRYWALL REGISTRATION NUMBERS MUST BE MADE PART OF THE AS BUILT PLANS.

3. STORM SEWER NOTES

A. CUT-OFF WALLS WITH A MINIMUM DIMENSION OF 1'-6", SHALL BE USED AT ALL SCUPPERS, AND TERMINATIONS OF RIPRAP AND CONCRETE STORM DRAINAGE CULVERTS AND CONCRETE SPILLWAY BEHIND SCUPPERS 6' MINIMUM.

B. GUARD RAILINGS SHALL BE PLACED ON ALL SCUPPERS ABOVE SPILLWAYS.

C. HINGED TRASH RACKS ARE REQUIRED AT ALL INLETS AND OUTLETS OF STORM SEWER HEAD WALLS FOR ALL PIPES 12" (INCHES) IN DIAMETER AND LARGER.

D. REINFORCED CONCRETE PIPE (RCP) SHALL BE PLACED PER MANUFACTURER'S SPECIFICATIONS AND IN ACCORDANCE WITH MAG

E. ALL RIPRAP SHALL BE GROUTED.

F. "U-TYPE" HEADWALLS WITH WING WALLS PER MAG STD, DET. 501-3 OR 501-4 ARE REQUIRED FOR ALL XPOSED STORM WATER PIPE.

G. MANHOLE CONCRETE COLLAR SHALL BE 1' FOOT DEEP AND 1' FOOT WIDE OUTSIDE OF RIM CASTING. COLLAR SHALL BE USED IN UNPAVED AS WELL AS PAVED AREAS.

H. RETENTION BASINS SHOULD BE CONSTRUCTED WITH A TWO-FOOT (2') BENCH AT TOP PRIOR TO START OF SLOPE.

I. ALL CMP AND RCP PIPE JOINTS SHALL BE JOINED WITH AN "O" RING OR GASKET TYPE WATERTIGHT SEAL.

J. ANY STORM DRAINS CROSSING PAVED TOWN STREETS REQUIRE A.B.C. BEDDING MINIMUM FOUR (4) INCHES BELOW AND ONE (1) FOOT ABOVE THE TOP OF THE PIPE. ALL STORM PIPES WITHIN TOWN ROW SHALL BE RGRCP.

K. CONSTRUCTION OF STORM DRAIN REQUIRES FOUR (4) INCHES A.B.C. BEDDING PER MAG SPEC. 702. MODIFIED COMPACTION TO 95% TYPICAL.REINFORCED CONCRETE BOX CULVERTS SHALL BE CONSTRUCTED PER A.D.O.T. STANDARDS AND SPECIFICATIONS, TYPICAL, UNLESS OTHERWISE SPECIFIED IN CONSTRUCTION PLANS SUBMITTED.

M. CONSTRUCTION OF MANHOLE FOUNDATIONS FOR ALL STORM SEWER BASES SHALL BE PER MAG SECTIONS 505 AND 725.

N. STORM PLAN AS-BUILTS: AS-BUILT STORM SEWER PLANS PREPARED BY THE DESIGN ENGINEER SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING: TOP OF CURB (TOC) ELEVATIONS AT BOTH ENDS OF EACH SCUPPER AND GUTTER AT CENTER OR FLOW-LINE OF EACH SCUPPER; INLET AND OUTLET INVERTS; HEADWALL TOP ELEVATIONS AND INVERTS; CROSS-PAN AND VALLEY GUTTER FLOW LINES ELEVATIONS; STORM MANHOLE RIM AND INVERT ELEVATIONS; DRYWELL RIM ELEVATIONS; PIPE DIMENSIONS AND LENGTHS, AND ANY AND ALL DEVIATIONS FROM APPROVED DRAWINGS.

4. PAVING NOTES

A. ALL GRADING, EXCAVATION, PAVING, TRENCHING, PIPE BEDDING AND BACKFILL SHALL COMPLY WITH THE RECOMMENDATIONS SET FORTH IN THE SOILS (GEO-TECHNICAL) REPORT FOR THIS PROJECT AND THE REFERENCED REQUIRED SPECIFICATIONS AND DETAILS. SOILS REPORT AND PAVEMENT DESIGN WERE PREPARED: BY: QUALITY TESTING INC. DATED: OCTOBER 30, 2017, JOB NO. # 17046.00.

B. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS AND HORIZONTAL CONTROLS OF ALL EXISTING UTILITIES AT POINT OF TIE-IN PRIOR TO COMMENCING ANY NEW CONSTRUCTION. SHOULD ANY LOCATION, ELEVATION OR CONTROL DIFFER FROM THAT SHOWN ON THESE PLANS, THE CONTRACTOR SHALL CONTACT THE OWNER'S AGENT.

C. THE CONTRACTOR SHALL GIVE MINIMUM 72-HOURS NOTICE TO THE TOWN ENGINEER PRIOR TO ANY CONSTRUCTION ACTIVITY WITHIN THE ROW.

D. THE TOWN ENGINEER, OR HIS/HER AUTHORIZED REPRESENTATIVE, MUST APPROVE ALL PLAN REVISIONS IN WRITING PRIOR TO CONSTRUCTION OF ANY CHANGES TO APPROVED PLANS.

E. UPON COMMENCEMENT OF WORK, TRAFFIC CONTROL DEVICES PER THE APPROVED TRAFFIC CONTROL PLAN (TCP) SHALL BE POSTED AND MAINTAINED BY THE CONTRACTOR UNTIL SUCH TIME AS WORK IS COMPLETED.

F. REMOVAL AND RELOCATION OF ALL MAILBOXES, FENCES, SIGNS, GATES, POSTS, PIPES, ETC., WITHIN THE ROW AND CONSTRUCTION LIMITS SHALL BE DIRECTED BY THE TOWN ENGINEER.

G. 25 MPH SPEED LIMIT SIGNS SHALL BE LOCATED AT ALL ENTRANCES INTO A RESIDENTIAL SUBDIVISION DEVELOPMENT. 35 MPH SIGNS FOR COLLECTORS SHALL BE LOCATED PER THE PLANS.

H. CONCRETE COLLARS, ON ALL UTILITY AND SURVEY MONUMENT FRAME ADJUSTMENTS, ARE TO BE INSTALLED FLUSH WITH THE PROPOSED OR EXISTING PAVEMENT. CONTRACTOR SHALL PRESERVE LOCATION OF ANY/ALL PRE-EXISTING SURVEY MONUMENTS, AND PROVIDE FOR RE-INSTALLATION OF SAID SURVEY MONUMENT.

I. PAINT FOR PAVEMENT MARKING AND STRIPING SHALL BE THERMAL TRAFFIC PAINT APPLIED IN A SINGLE COAT AT A RATE OF 100 TO 110 SQ. FEET PER GALLON WITH REFLECTIVE BEADS INCLUDED.

J. STREET CUTS ON ASPHALT PAVEMENT: CUT EXISTING PAVEMENT AT ONE (1') FOOT FROM THE UTILITY TRENCH CUT, PER MAG DETAIL 200 TYPE (T) TOP; TACK EDGES (USING A19MM PER MAG SECTION710 ASPHALTIC CONCRETE HOT MIX). ASPHALT CONCRETE SHALL BE TESTED FOR COMPACTION TO 95%. THE CONTRACTOR, AT THEIR EXPENSE, WILL HAVE A PRIVATE LAB CORE SAMPLE AND RUN A MARSHALL FOR COMPACTION TEST FOR ACCEPTANCE ON ALL STREET CUTS. ALL REPLACEMENT PAVEMENTS SHALL MATCH EXISTING, UNLESS AUTHORIZED IN WRITING BY THE TOWN ENGINEER.

K. ALL CONSTRUCTION AND TEST METHODS SHALL BE IN CONFORMANCE WITH THE TOWN OF FLORENCE AND MARICOPA ASSOCIATION OF GOVERNMENTS (MAG) UNIFORM STANDARDS SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION, LATEST EDITION.

L. ASPHALTIC CONCRETE SHALL CONFORM TO MAG USSD SECTION 710 MIX SPECIFICATIONS.

M. ALL CONCRETE SHALL COMPLY WITH MAG SECTION 725, CLASS-A 3000-PSI COMPRESSIVE STRENGTH AT 28 DAYS, UNLESS OTHERWISE SPECIFIED IN CONSTRUCTION PLANS. CONTRACTOR SHALL SUPPLY MIX DESIGN TO THE TOWN ENGINEER FOR APPROVAL PRIOR TO PLACEMENT. CONTRACTOR SHALL SUPPLY A COPY OF EACH BATCH TICKET TO THE TOWN ENGINEER OR HIS REPRESENTATIVE.

N. A COPY OF THE TOWN APPROVED PLANS MUST BE KEPT ON-SITE AT ALL TIMES, DURING THE COURSE OF CONSTRUCTION.

O. ALL NEWLY CONSTRUCTED PAVEMENTS SHALL RECEIVE AN APPLICATION OF SEALANT (SS1H), APPROVED IN ADVANCE BY THE TOWN ENGINEER AND PRIOR TO ACCEPTANCE INTO A WARRANTY PERIOD. HYDRANT REFLECTORS SHALL BE INSTALLED AFTER THE APPLICATION OF THE SEALANT.

P. IN THE EVENT OF ANY DISPUTE BETWEEN THESE PLANS AND MAG STANDARD SPECIFICATIONS, THESE APPROVED PLANS SHALL PREVAIL.

Q. THE CONTRACTOR IS RESPONSIBLE FOR FINAL ADJUSTMENT OF ALL MANHOLES, VALVES, CLEAN-OUTS, WATER METER BOXES, J-BOXES, ETC., AND RESTORATION OF CONSTRUCTION SITE TO MAG STANDARDS, INCLUDING ROW GRADING.

R. ENGINEER'S TESTING OF A/C MIX PRIOR TO PLACEMENT IS REQUIRED AND RESULTS ARE TO BE DELIVERED TO THE TOWN ENGINEER OR HIS REPRESENTATIVE PRIOR TO PAVING.

S. ROLLING PATTERNS REQUIRED BY THE GEO-TECHNICAL TESTING FIRM SHALL ALSO BE SUPPLIED TO THE TOWN ENGINEER'S REPRESENTATIVE.

T. CORE TESTING OF NEWLY CONSTRUCTED ASPHALT CONCRETE SURFACES MAY BE REQUIRED AT THE DISCRETION OF THE TOWN ENGINEER. CORE TESTS ARE MANDATORY, ALONG WITH SUPPORTING MARSHALL TEST RESULTS, FOR ALL EXISTING ROADWAYS WHERE STREET CUTS ARE NECESSARY.

U. PROTECTION OF VALLEY GUTTERS, CROSS-PANS AND APRONS DURING PAVING OPERATIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND ALL DAMAGED CONCRETE SHALL BE REPLACED PRIOR TO ACCEPTANCE.

V. TACK SEAL SHALL BE REQUIRED BETWEEN LIFTS UNLESS SECOND LIFT IS APPLIED ON THE SAME DAY AS FIRST LIFT AND ALL VERTICAL CONCRETE SURFACES PRIOR TO PLACEMENT OF ASPHALT. THIS REQUIREMENT ALSO APPLIES TO VERTICAL ASPHALTIC CONCRETE SURFACES AND AT ALL JOINTS OF NEW LIFTS.

W. THE SURVEYOR SHALL PERFORM INSTALLATION AND STRADDLING OF MONUMENTS. ONCE STAMPED, DATUM SHALL BE PART OF THE AS-BUILT PLANS.

X. STREET SIGN BASES, POLES AND SIGNS SHALL BE INSTALLED PRIOR TO THE FINAL WALKTHROUGH AND ACCEPTANCE INTO ANY WARRANTY PERIOD.

Y. ALL WARNING, REGULATORY AND STREET NAME SIGNS MUST BE MANUFACTURED OF "ASTM D-4956-01A-TYPE IX SHEETING". ALL OTHER SIGNS MUST BE MANUFACTURED WITH "ASTM D-4956-01A-TYPE III SHEETING" WHICH WILL BE ATTACHED TO THE STANDARD SIGN ALUMINUM PLATES. SIGN IMAGING SHALL BE IN COMPLIANCE WITH THE REFLECTIVE SHEETING MANUFACTURER'S MATCHED COMPONENT SYSTEM. SIGN IMAGING HALL CONSIST OF AN ACRYLIC BASED ELECTRONIC FILM ABLE TO BE CUT 3M 1170 SERIES OR EQUIVALENT OR SILK-SCREENED (DEPENDING ON THE QUANTITY OF SIGNAGE) WITH STANDARD HIGHWAY COLORS. IN ADDITION, A GRAFFITI-PROTECTIVE COATING, OF A PREMIUM PROTECTIVE OVERLAY FILM, 3M 1160 OR EQUIVALENT, SHALL BE USED ON ALL REGULATORY AND WARNING SIGNS. GRAFFITI PROTECTIVE COATING MUST BE DESIGNED TO COMPLY WITH THE UNDERLYING REFLECTIVE SHEETING MATCH COMPONENT SYSTEM.

Z. ROW GRADING SHALL BE COMPLETED PRIOR TO THE FINAL WALK-THROUGH AND SHALL BE HELD ONE (1") INCH BELOW BACK OF WALK (B/W) OR TOP OF CURB (T/C).

AA. PAVING AS-BUILT PLANS SHALL BE PREPARED BY THE DESIGN ENGINEER/CONTRACTOR AND SHALL CERTIFY THAT THIS PROJECT WAS CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE APPROVED PLANS PRIOR TO REQUEST FOR FINAL INSPECTION, CERTIFICATE OF OCCUPANCY OR RELEASE OF ASSURANCE.

BB. FRESHLY PAVED FINISHED ROADWAY SHALL BE 1/4 "ABOVE THE LIP OF THE CONCRETE GUTTER". ASPHALT PAVING MACHINES SHALL BE EQUIPPED WITH AN ACTIVATED SCREED IN ORDER TO MAKE A FIRST PASS (RIBBON) OF 17' OR GREATER.

CC. SUB-GRADE PREPARATION FOR ALL SIDEWALKS, CURB AND GUTTER SHALL BE SCARIFIED AND LOOSENED TO A DEPTH OF 6", AND SHALL BE CONSTRUCTED TO ACHIEVE A UNIFORM MOISTURE BY THE ADDITION OF WATER, MOISTURE SHALL BE MAINTAINED 2.0 PERCENT ABOVE OPTIMUM MOISTURE PRIOR TO PLACEMENT OF CONCRETE, AND COMPACTED TO 95 PERCENT OF MAXIMUM DENSITY. ALL MATERIALS OUTSIDE THE MOISTURE LIMIT SHALL BE CONSIDERED SUBJECT TO REMOVAL.

DD. ANY PAVEMENT ADJACENT TO EXISTING ROW MUST MATCH THE EXISTING PAVEMENT DESIGN, UNLESS AUTHORIZED, IN WRITING, BY THE TOWN ENGINEER OR HIS/HER AUTHORIZED REPRESENTATIVE.

EE. FINISHED GRADE OF COMPACTED, FRESHLY PLACED ASPHALT, SHALL BE NO MORE OR NO LESS THAN ½" INCH ABOVE THE LIP OF THE GUTTER. NO DIESEL, OR OTHER CLEANING SOLVENTS, WILL BE APPLIED TO THE PAVING HOPPER, THE SCREED, OR THE AUGER IMMEDIATELY PRIOR TO BEGINNING OF THE PAVING OPERATION.

FF. PAVING PLAN AS-BUILTS: AS-BUILT PLANS SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING: HORIZONTAL AND VERTICAL CONTROL, CHANGES TO ANY GRADE BREAK LOCATIONS, TOP OF CURB (T/C) ELEVATIONS AT EACH CURB RETURN, PROPERTY CORNER, GUTTER/FLOW LINE ELEVATIONS, SCUPPER AND CATCH BASIN INVERTS, MONUMENTATION, CROSS SLOPES, VALLEY GUTTER FLOW LINE ELEVATIONS, HYDRANT REFLECTORS AND ANY AND ALL CHANGES TO THE APPROVED PLANS.

NO.	BY	DESCRIPTION	APP'D	DATE

REVISIONS

TOWN OF FLORENCE
12" WATER LINE AUGMENTATION
TOWN OF FLORENCE
NOTE SHEET

Call at least two full working days before you begin excavation.
ARIZONA 811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

Registered Professional Engineer (Civil) CERTIFICATE NO. 62265 TROY M. BELCHER 12/1/17 Date signed ARIZONA U.S.A.
EXPIRES 9/30/2019

4001 E. Paradise Falls Drive Tucson, Arizona 85712
WestLand Resources (520) 206-9585

DESIGNED BY:	DRAWN BY:	CHECKED BY:
C.C.	G.G.F.	T.M.B.

DRAWING SCALE(S): NA
PLAN DATE: DECEMBER 01, 2017
PROJECT NUMBER: 486.05
SHEET NO. G-02
2 OF 13

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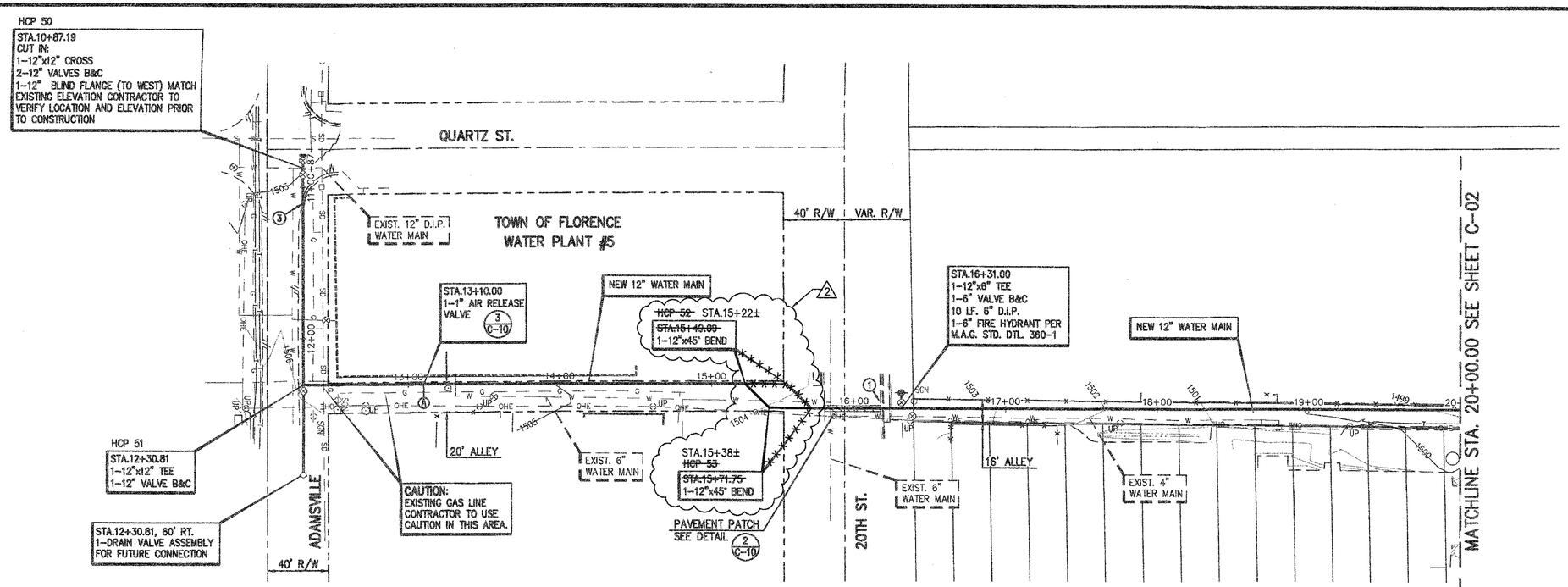
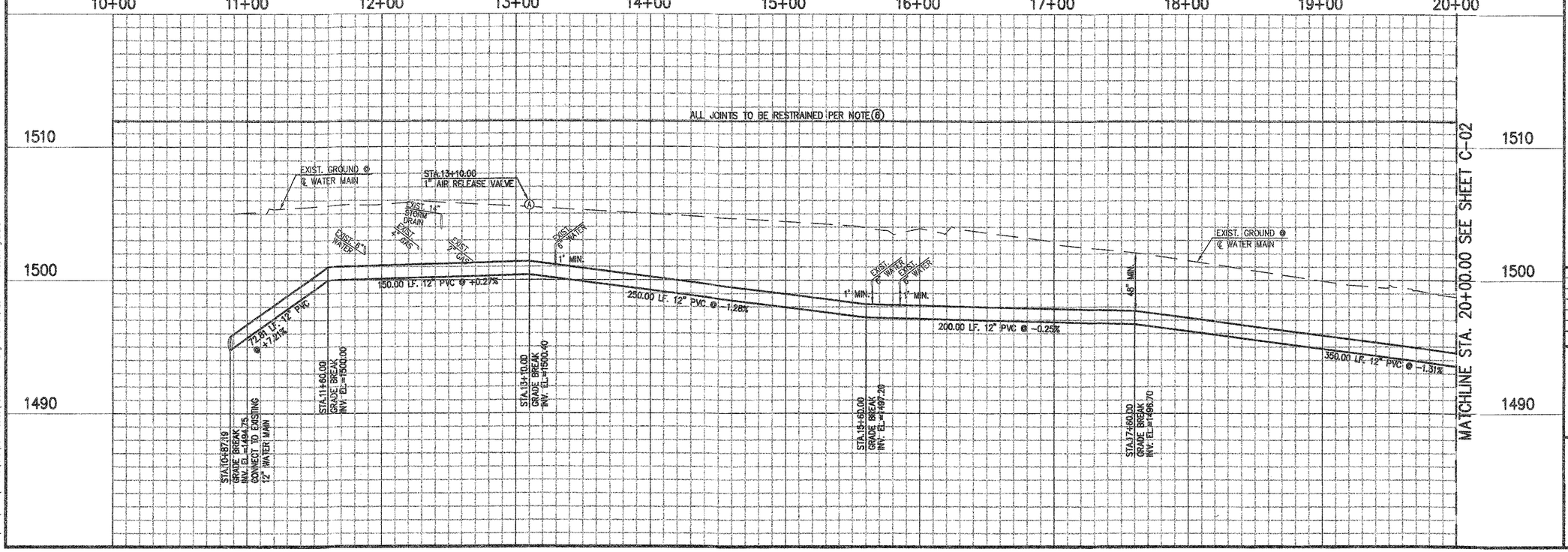
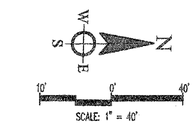


NOTES:
1. ALL WATER MAIN STATIONING IS BASED ON CENTERLINE OF THE WATER MAIN UNLESS OTHERWISE NOTED.





CONSTRUCTION NOTES

1. REMOVE AND REPLACE DRIVEWAY APRON AND SIDEWALK IN KIND
3. REMOVE AND REPLACE EXISTING VERTICAL CURB AND GUTTER IN KIND AS NECESSARY
6. ALL PIPES TO BE RESTRAINED PER MAG STANDARD DETAIL 303

2

HCP TABLE		
NO.	NORTHING	EASTING
50	737566.07	861899.78
51	737566.51	862043.40
~~52~~	~~737884.79~~	~~862042.70~~
~~53~~	~~737900.61~~	~~862058.72~~

2

Registered Professional Engineer (Civil) CERTIFICATE NO. 52411 CHRISTOPHER A. SALAS Date Signed 8/31/18 ARIZONA U.S.A. Expires 6/30/19

AS-BUILT DRAWINGS (PHASE 1 ONLY)

Call at least two full working days before you begin excavation. ARIZONA811 Arizona Blue Stake, Inc. Dial 8-1-1 or 1-800-STAKE-IT (782-5348) In Maricopa County: (602)263-1100

NO.	BY	DESCRIPTION	APP'D	DATE
2		ASBUILT DRAWINGS - PHASE 1 ONLY		

REVISIONS

TOWN OF FLORENCE
12" WATER LINE AUGMENTATION
PLAN AND PROFILE SHEET

Registered Professional Engineer CERTIFICATE NO. 52265 TROY M. BELCHER Date Signed 12/1/17 ARIZONA U.S.A. EXPIRES 6/30/2019

WestLand Resources
4001 E. Paradise Falls Drive
Tucson, Arizona 85712
(520) 206-9585

DESIGNED BY:	DRAWN BY:	CHECKED BY:
C.C.	G.G.F.	T.M.B.

DRAWING SCALE(S): 1"=40'
PLAN DATE: DECEMBER 01, 2017
PROJECT NUMBER: 486.05
SHEET NO. C-01
3 OF 13

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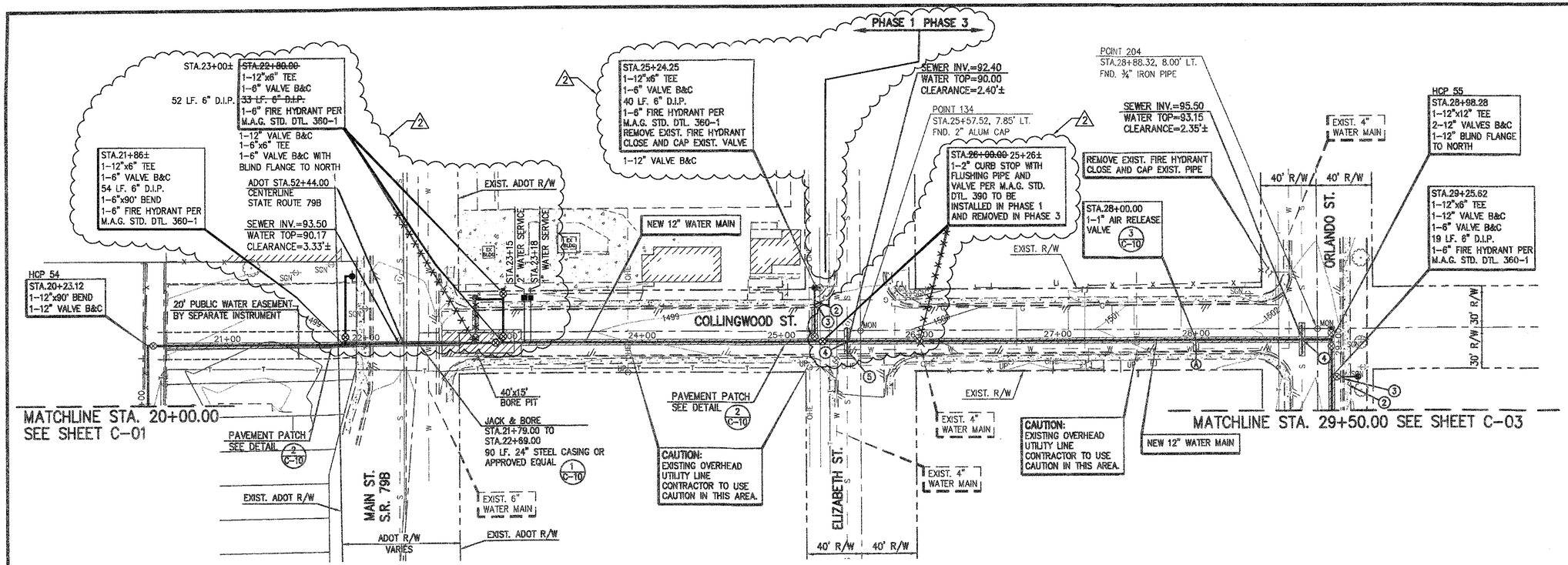
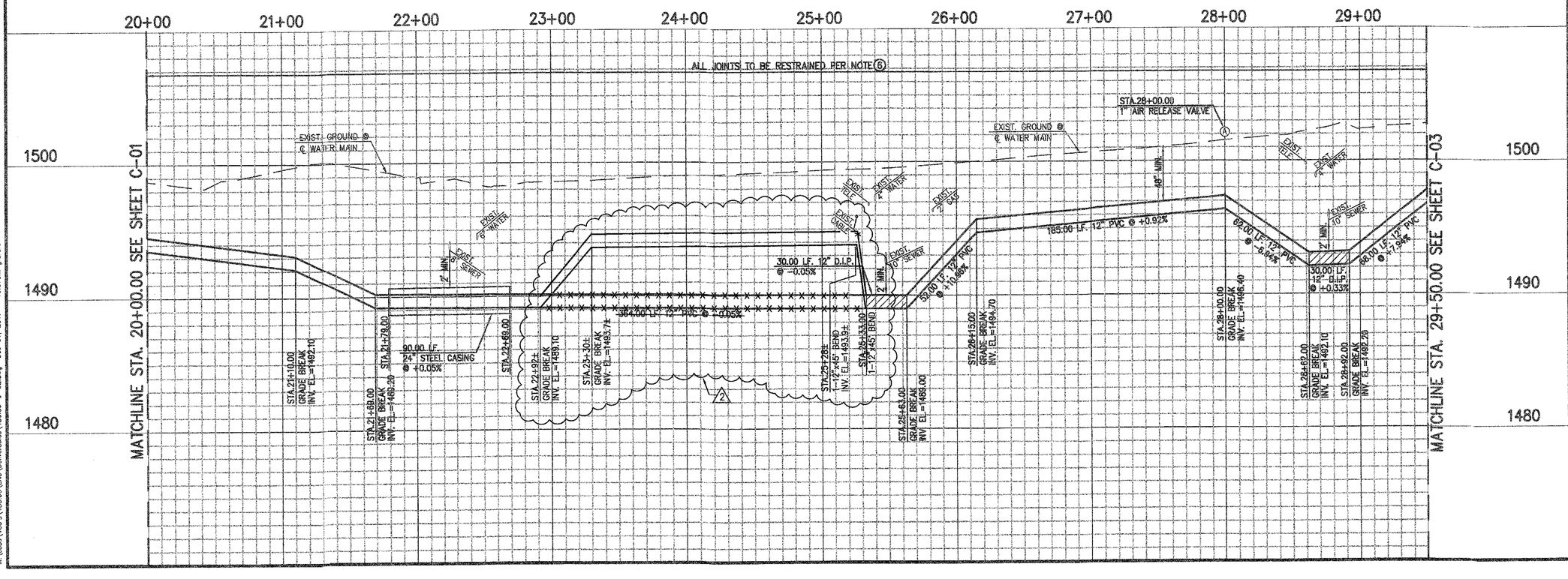


NOTES:
1. ALL WATER MAIN STATIONING IS BASED ON CENTERLINE OF THE WATER MAIN UNLESS OTHERWISE NOTED.



N
W E
S
10' 0' 40'
SCALE: 1" = 40'

CONSTRUCTION NOTES

(2) REMOVE AND REPLACE EXISTING SIDWALK IN KIND AS NECESSARY

(3) REMOVE AND REPLACE EXISTING VERTICAL CURB AND GUTTER IN KIND AS NECESSARY

(4) CONCRETE ENCASE EXISTING SEWER 10' EITHER SIDE OF PROPOSED WATER MAIN CROSSING PER M.A.G. STD. DETAIL 404

(5) REMOVE AND REPLACE EXISTING CONCRETE VALLEY GUTTER IN KIND AS NECESSARY

(6) ALL PIPES TO BE RESTRAINED PER MAG STANDARD DETAIL 303

HCP TABLE		
NO.	NORTHING	EASTING
54	738371.50	862059.06
55	738371.90	862914.90

Registered Professional Engineer (Civil) CERTIFICATE NO. 52411 CHRISTOPHER A. SALAS Date Signed 5/1/19 ARIZONA U.S.A. Expires 6/30/20

AS-BUILT DRAWINGS (PHASE 1 ONLY)

Call at least two full working days before you begin excavation. ARIZONA 811 Arizona Blue Stake, Inc. Dial 8-1-1 or 1-800-STAKE-IT (782-5348) In Maricopa County: (602)263-1100

NO.	BY	DESCRIPTION	APP'D	DATE
1		ASBUILT DRAWINGS - PHASE 1 ONLY		

REVISIONS

TOWN OF FLORENCE
12" WATER LINE AUGMENTATION
PLAN AND PROFILE SHEET

Registered Professional Engineer (Civil) CERTIFICATE NO. 52265 TROY M. BELCHER Date Signed 12/1/2017 ARIZONA U.S.A. EXPIRES 6/30/2018

Westland Resources
4001 E. Paradise Falls Drive
Tucson, Arizona 85712
(520) 206-9585

DESIGNED BY:	DRAWN BY:	CHECKED BY:
C.C.	G.G.F.	T.M.B.

DRAWING SCALE(S): 1"=40'
PLAN DATE: DECEMBER 01, 2017
PROJECT NUMBER: 486.05
SHEET NO. C-02
4 OF 13

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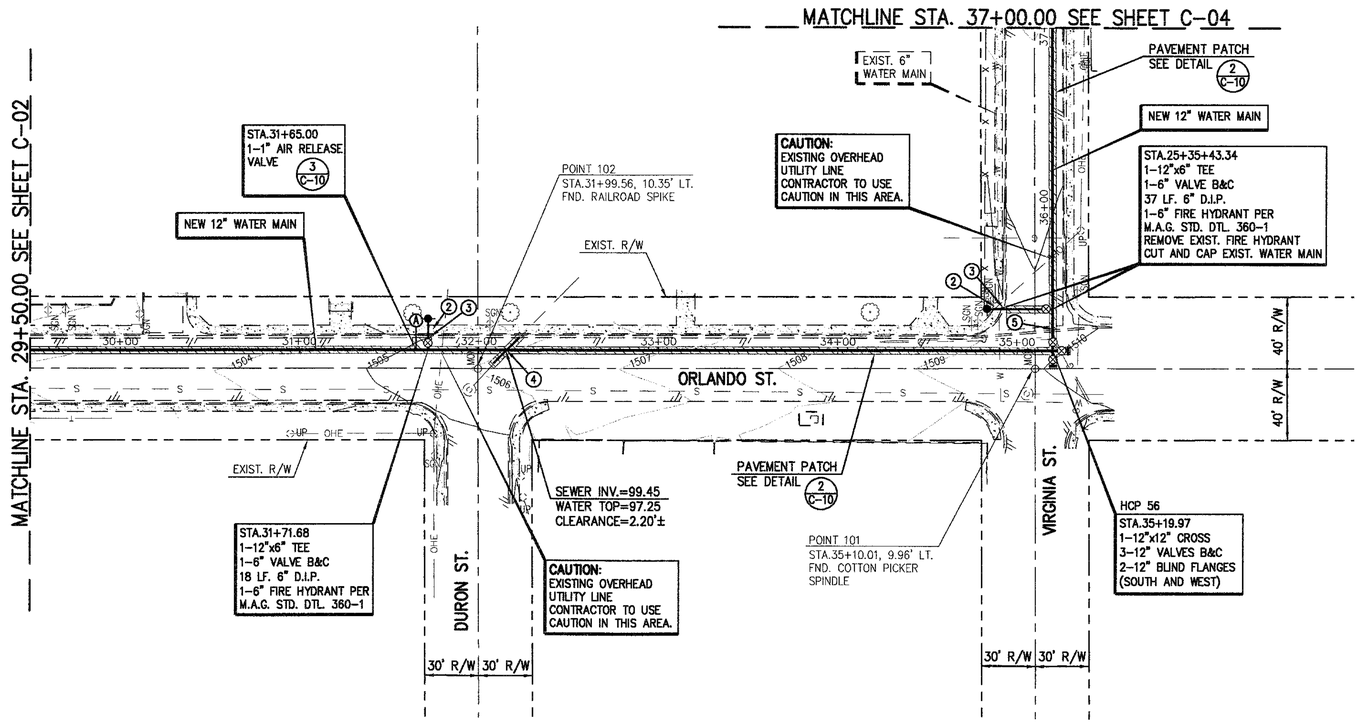

NOTES:
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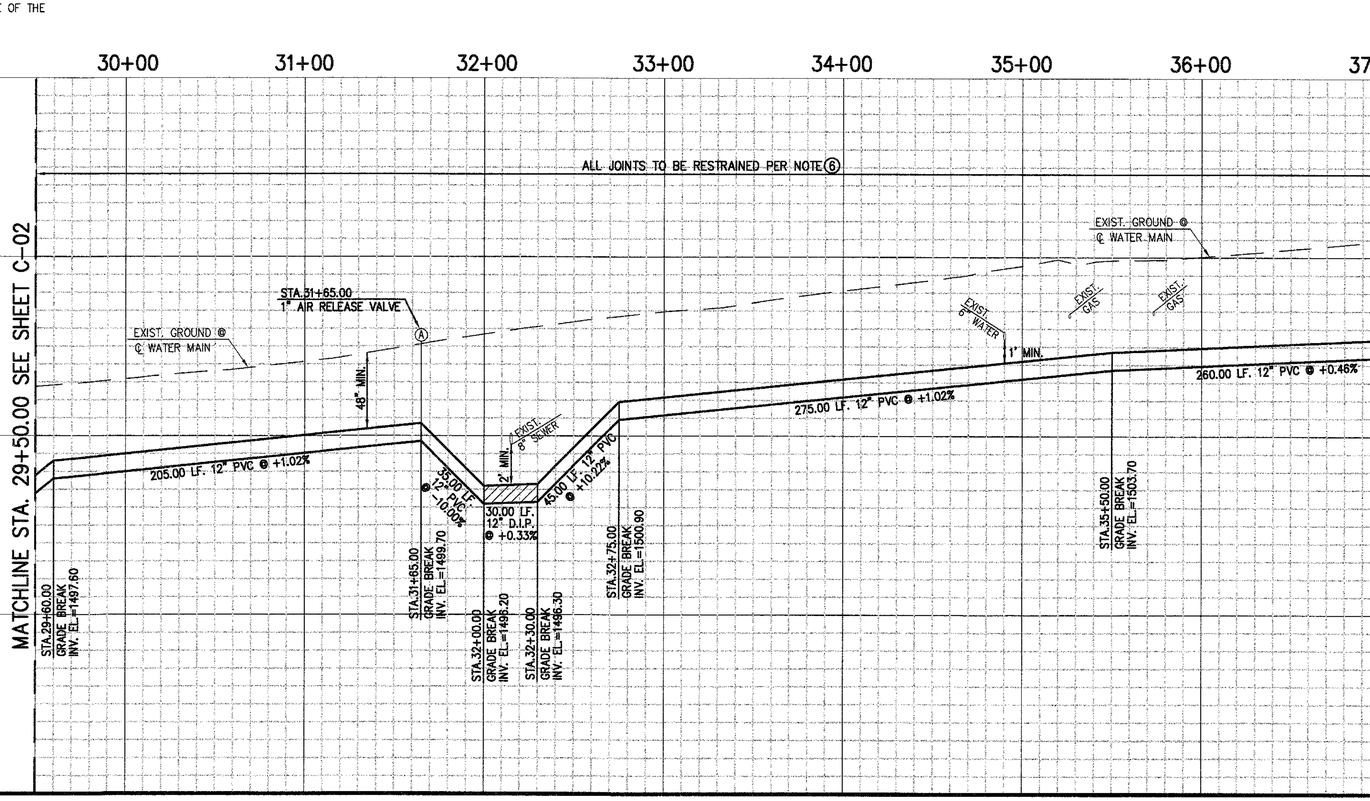

N E S W

10' 0' 40'

SCALE: 1" = 40'

CONSTRUCTION NOTES

(2) REMOVE AND REPLACE EXISTING SIDWALK IN KIND AS NECESSARY

(3) REMOVE AND REPLACE EXISTING VERTICAL CURB AND GUTTER IN KIND AS NECESSARY

(4) CONCRETE ENCASE EXISTING SEWER 10' EITHER SIDE OF PROPOSED WATER MAIN CROSSING PER M.A.G. STD. DETAIL 404

(5) REMOVE AND REPLACE EXISTING CONCRETE VALLEY GUTTER IN KIND AS NECESSARY

(6) ALL PIPES TO BE RESTRAINED PER MAG STANDARD DETAIL 303

HCP TABLE		
NO.	NORTHING	EASTING
56	737750.21	862915.35

Call at least two full working days before you begin excavation, ARIZONA 811 Arizona Blue Stake, Inc. Dial 8-1-1 or 1-800-STAKE-IT (782-5348) In Maricopa County: (602)263-1100

NO.	BY	DESCRIPTION	APP'D	DATE

REVISIONS

TOWN OF FLORENCE
12" WATER LINE AUGMENTATION
PLAN AND PROFILE SHEET

Registered Professional Engineer (Civil) CERTIFICATE NO. 62265 TROY M. BELCHER Date signed 12/1/17 ARIZONA U.S.A. EXPIRES 6/30/2019

WestLand Resources 4001 E. Paradise Falls Drive Tucson, Arizona 85712 (520) 206-9585

DESIGNED BY:	DRAWN BY:	CHECKED BY:
C.C.	G.G.F.	T.M.B.

DRAWING SCALE(S): 1"=40'

SHEET NO. C-03

PLAN DATE: DECEMBER 01, 2017

PROJECT NUMBER: 486.05

5 OF 13

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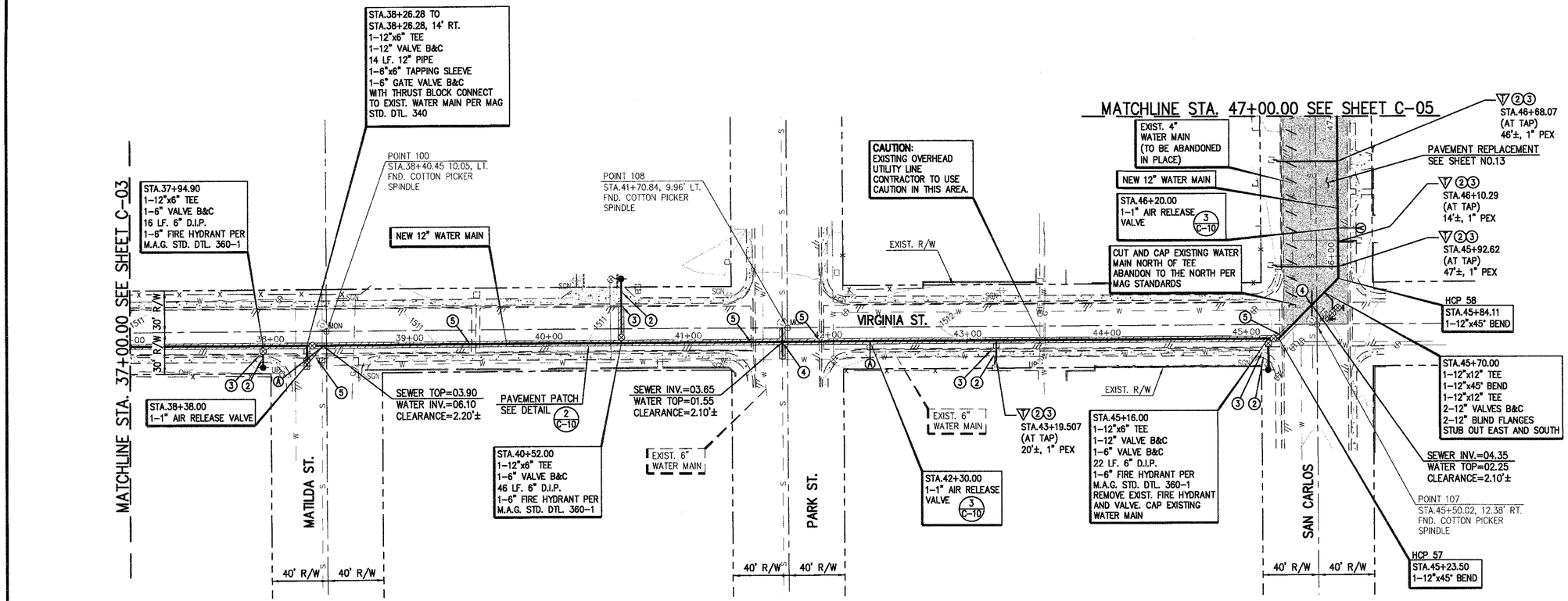

NOTES:
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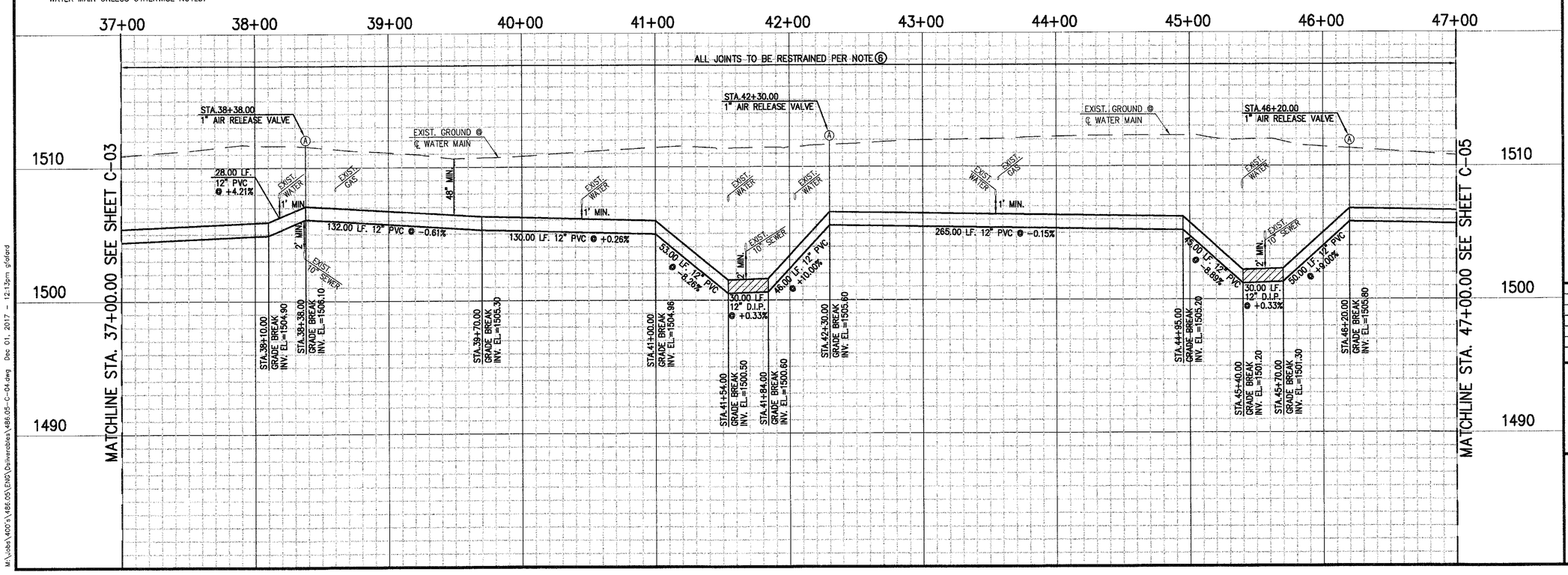

CONSTRUCTION NOTES

(2) REMOVE AND REPLACE EXISTING SIDWALK IN KIND AS NECESSARY

(3) REMOVE AND REPLACE EXISTING VERTICAL CURB AND GUTTER IN KIND AS NECESSARY

(4) CONCRETE ENCASE EXISTING SEWER 10' EITHER SIDE OF PROPOSED WATER MAIN CROSSING PER M.A.G. STD. DETAIL 404

(5) REMOVE AND REPLACE EXISTING CONCRETE VALLEY GUTTER IN KIND AS NECESSARY

(6) ALL PIPES TO BE RESTRAINED PER MAG STANDARD DETAIL 303

(7) ALL SERVICE TIE OVERS PER DETAIL 4, SHEET C-10.

GENERAL NOTES

1. CONTRACTOR TO MAINTAIN WATER SERVICE TO HOMES THROUGHOUT THE DURATION OF THE PROJECT. IF SERVICE SHUT DOWNS ARE REQUIRED A MINIMUM OF 30 DAY NOTICE SHALL BE PROVIDED TO THE AFFECTED RESIDENCE.

HCP TABLE		
NO.	NORTHING	EASTING
57	737754.07	863918.87
58	737797.09	863961.56

SCALE: 1" = 40'

Call at least two full working days before you begin excavation. ARIZONA 811 Arizona Blue Stake, Inc. Dial 8-1-1 or 1-800-STAKE-IT (782-5348) In Maricopa County: (602)263-1100

NO.	BY	DESCRIPTION	APP'D	DATE

REVISIONS

TOWN OF FLORENCE
12" WATER LINE AUGMENTATION
PLAN AND PROFILE SHEET

Registered Professional Engineer Certificate No. 62265 TROY M. BELCHER Date Signed 12/1/2017 ARIZONA U.S.A.
EXPIRES 6/30/2019

4001 E. Paradise Falls Drive
Tucson, Arizona 85712
WestLand Resources (520) 206-9585

DESIGNED BY:	DRAWN BY:	CHECKED BY:
C.C.	G.G.F.	T.M.B.

DRAWING SCALE(S): 1"=40'
PLAN DATE: DECEMBER 01, 2017
PROJECT NUMBER: 486.05
SHEET NO. C-04
6 OF 13

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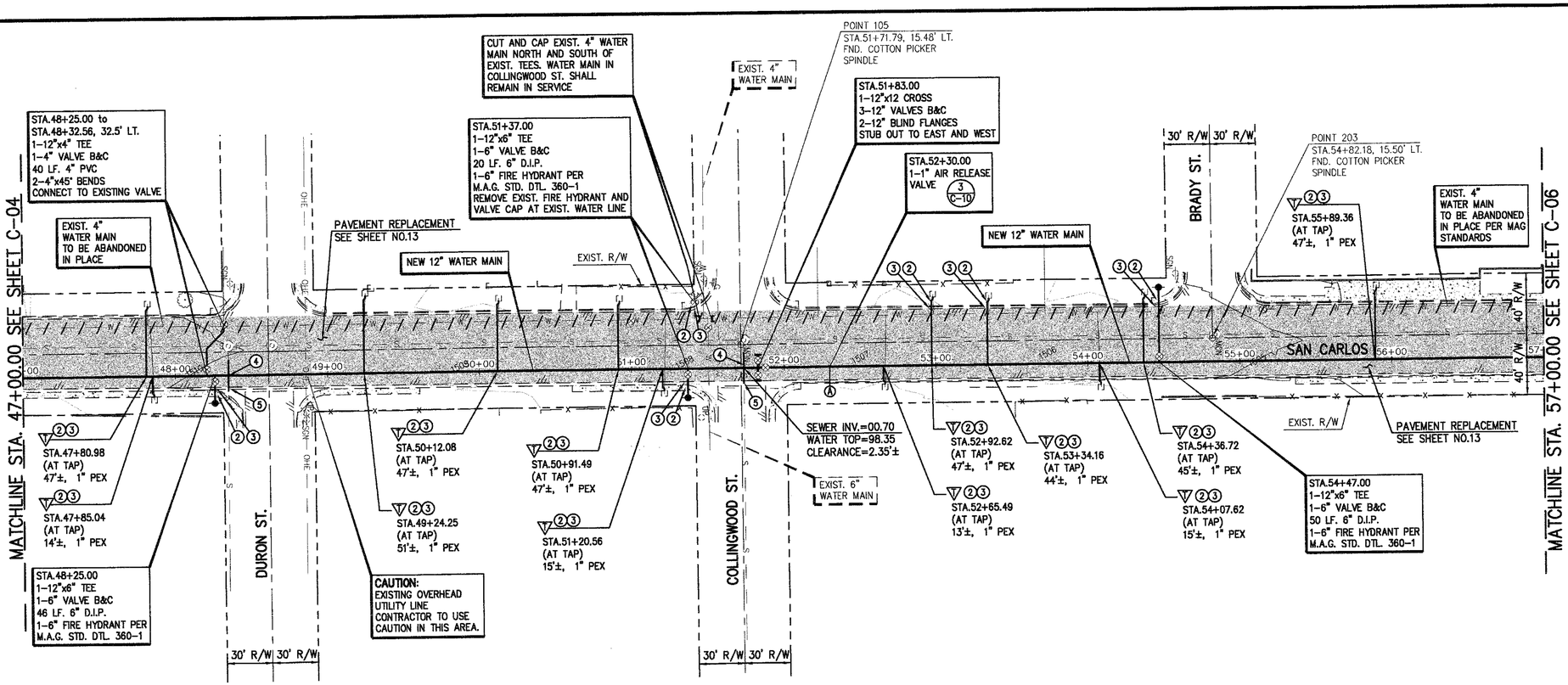

NOTES:
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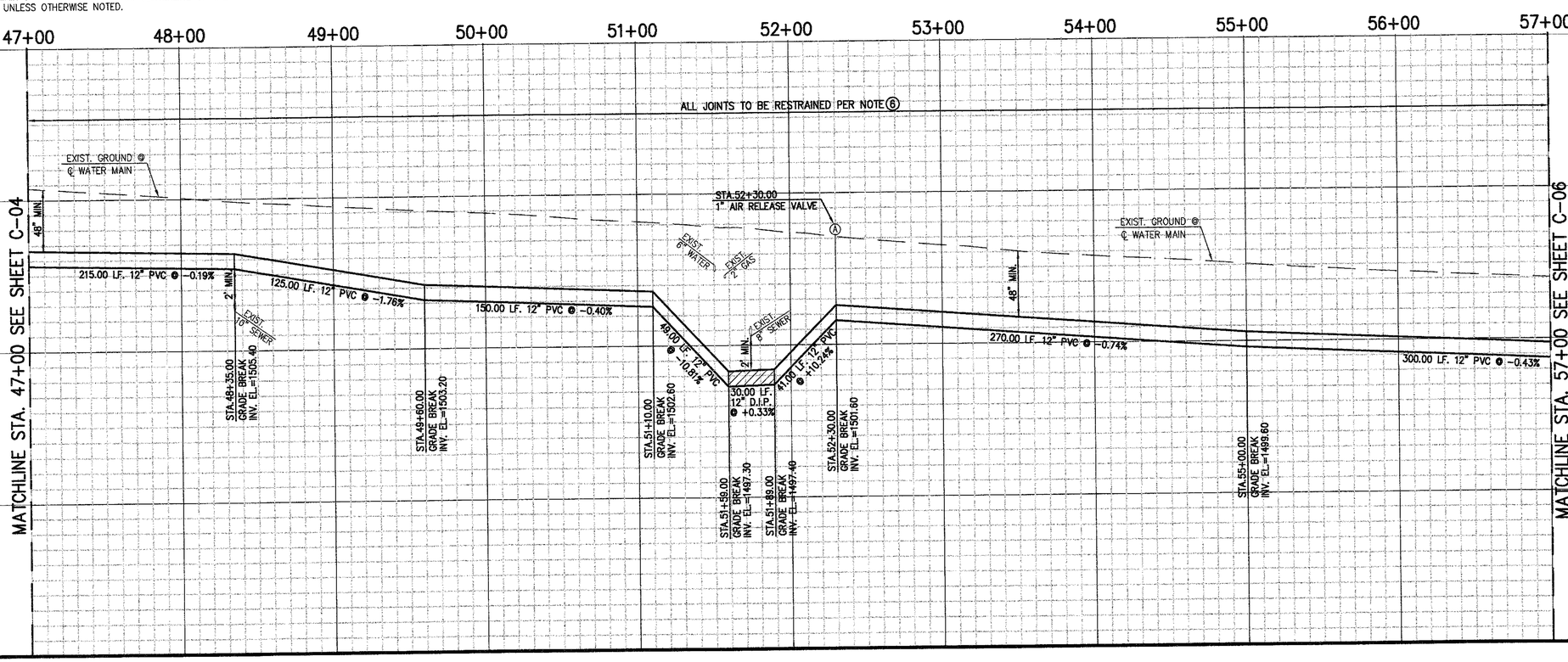

W S E N
10' 0' 40'
SCALE: 1" = 40'

CONSTRUCTION NOTES

(2) REMOVE AND REPLACE EXISTING SIDWALK IN KIND AS NECESSARY

(3) REMOVE AND REPLACE EXISTING VERTICAL CURB AND GUTTER IN KIND AS NECESSARY

(4) CONCRETE ENCASE EXISTING SEWER 10' EITHER SIDE OF PROPOSED WATER MAIN CROSSING PER M.A.G. STD. DETAIL 404

(5) REMOVE AND REPLACE EXISTING CONCRETE VALLEY GUTTER IN KIND AS NECESSARY

(6) ALL PIPES TO BE RESTRAINED PER MAG STANDARD DETAIL 303

(7) ALL SERVICE TIE OVERS PER DETAIL 4, SHEET C-10.

GENERAL NOTES

1. CONTRACTOR TO MAINTAIN WATER SERVICE TO HOMES THROUGHOUT THE DURATION OF THE PROJECT. IF SERVICE SHUT DOWNS ARE REQUIRED A MINIMUM OF 30 DAY NOTICE SHALL BE PROVIDED TO THE AFFECTED RESIDENCE.

Call at least two full working days before you begin excavation.
ARIZONA 811 Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

NO.	BY	DESCRIPTION	APP'D	DATE

REVISIONS

TOWN OF FLORENCE
12" WATER LINE AUGMENTATION
PLAN AND PROFILE SHEET

Registered Professional Engineer (Civil) CERTIFICATE NO. 62265 TROY M. BELCHER Date signed 12/1/17 ARIZONA U.S.A.
EXPIRES 6/30/2019

4001 E. Paradise Falls Drive
Tucson, Arizona 85712
Westland Resources (520) 206-9585

DESIGNED BY:	DRAWN BY:	CHECKED BY:
C.C.	G.G.F.	T.M.B.

DRAWING SCALE(S): 1"=40'
SHEET NO. C-05
PLAN DATE: DECEMBER 01, 2017
PROJECT NUMBER: 486.05
7 OF 13

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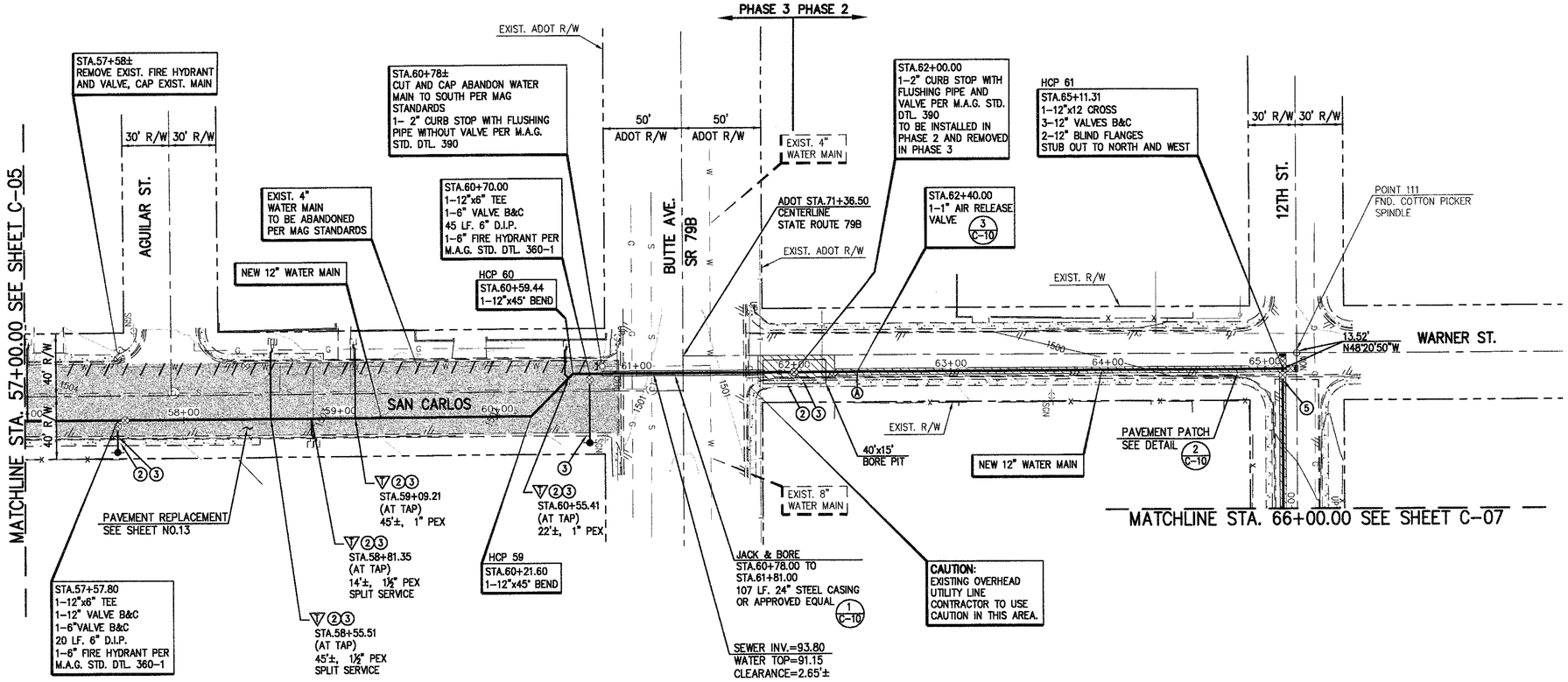

NOTES:
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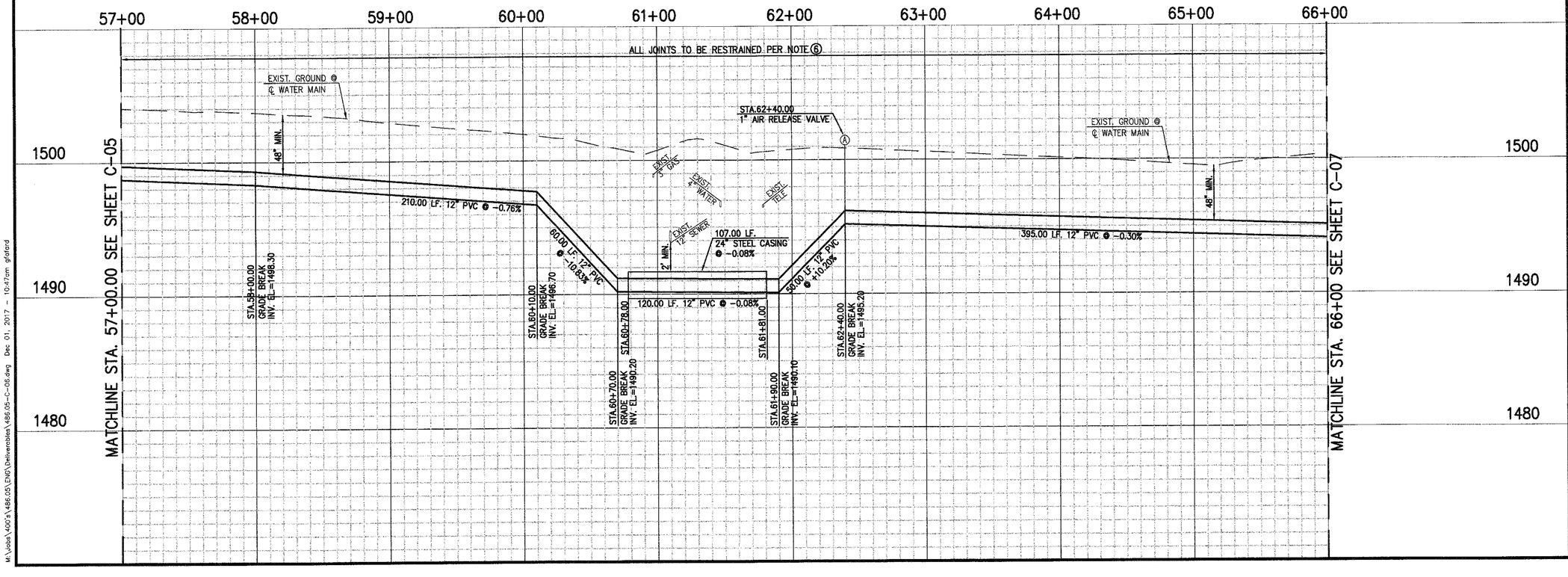

CONSTRUCTION NOTES

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(3) REMOVE AND REPLACE EXISTING VERTICAL CURB AND GUTTER IN KIND AS NECESSARY

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(7) ALL SERVICE TIE OVERS PER DETAIL 4, SHEET C-10.

GENERAL NOTES

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HCP TABLE

NO.	NORTHING	EASTING
59	739234.57	863956.31
60	739261.26	863929.47
61	739713.12	863928.24

SCALE: 1" = 40'

Call at least two full working days before you begin excavation.
ARIZONA811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

NO.	BY	DESCRIPTION	APP'D	DATE

REVISIONS

TOWN OF FLORENCE
12" WATER LINE AUGMENTATION
PLAN AND PROFILE SHEET

Registered Professional Engineer (Civil) CERTIFICATE NO. 62265 TROY M. BELCHER Date Signed 12/1/2017 ARIZONA U.S.A.
EXPIRES 6/30/2019

WestLand Resources
4001 E. Paradise Falls Drive
Tucson, Arizona 85712
(520) 206-9585

DESIGNED BY:	DRAWN BY:	CHECKED BY:
C.C.	G.G.F.	T.M.B.

DRAWING SCALE(S): 1"=40'
SHEET NO. C-06
PLAN DATE: DECEMBER 01, 2017
PROJECT NUMBER: 486.05
8 OF 13

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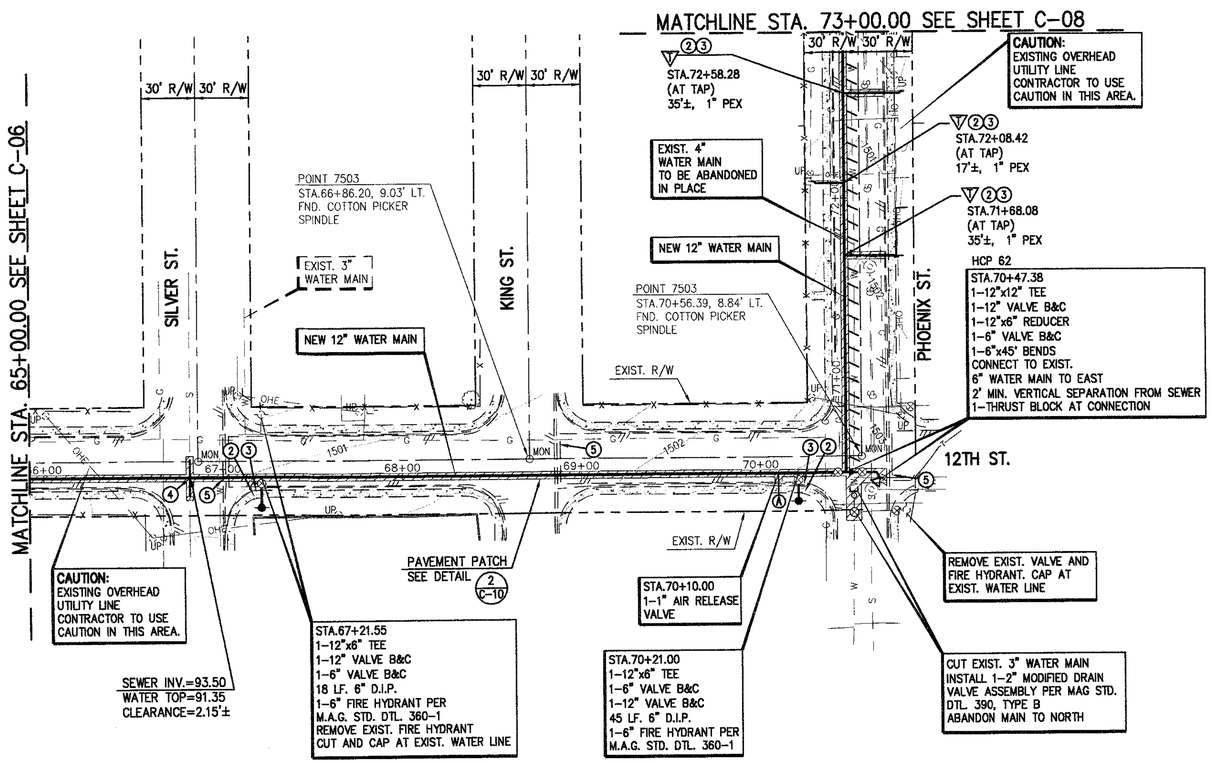

NOTES:
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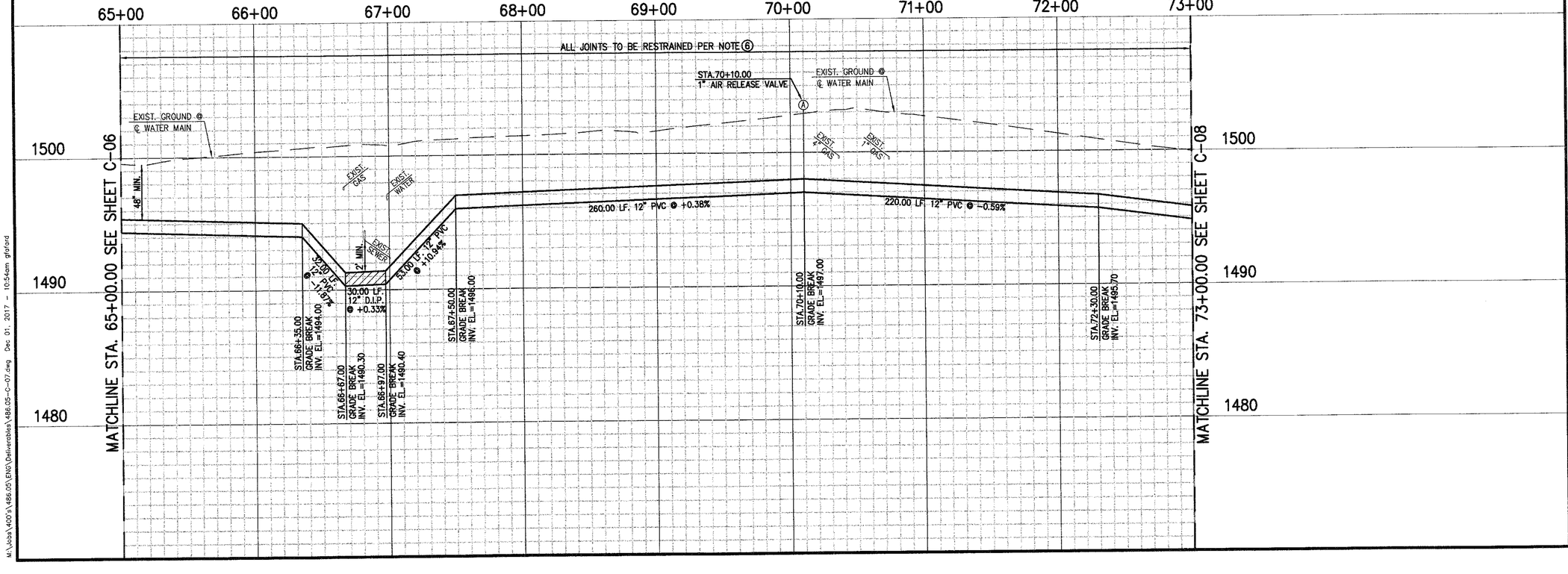

N
W E
S
10' 0' 40'
SCALE: 1" = 40'

CONSTRUCTION NOTES

(2) REMOVE AND REPLACE EXISTING SIDWALK IN KIND AS NECESSARY

(3) REMOVE AND REPLACE EXISTING VERTICAL CURB AND GUTTER IN KIND AS NECESSARY

(4) CONCRETE ENCASE EXISTING SEWER 10' EITHER SIDE OF PROPOSED WATER MAIN CROSSING PER M.A.G. STD. DETAIL 404

(5) REMOVE AND REPLACE EXISTING CONCRETE VALLEY GUTTER IN KIND AS NECESSARY

(6) ALL PIPES TO BE RESTRAINED PER MAG STANDARD DETAIL 303

(7) ALL SERVICE TIE OVERS PER DETAIL 4, SHEET C-10.

GENERAL NOTES

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HCP TABLE

NO.	NORTHING	EASTING
62	739713.52	864464.31

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

NO.	BY	DESCRIPTION	APP'D	DATE

REVISIONS

TOWN OF FLORENCE
12" WATER LINE AUGMENTATION
PLAN AND PROFILE SHEET

Registered Professional Engineer (Civil)
CERTIFICATE NO.
62265
TROY M. BELCHER
12/1/2017
Date Signed
ARIZONA U.S.A.
EXPIRES 6/30/2019

4001 E. Paradise Falls Drive
Tucson, Arizona 85712
Westland Resources (520) 206-9585

DESIGNED BY:	DRAWN BY:	CHECKED BY:
C.C.	G.G.F.	T.M.B.

DRAWING SCALE(S): 1"=40'
PLAN DATE: DECEMBER 01, 2017
PROJECT NUMBER: 486.05
SHEET NO. C-07
9 OF 13

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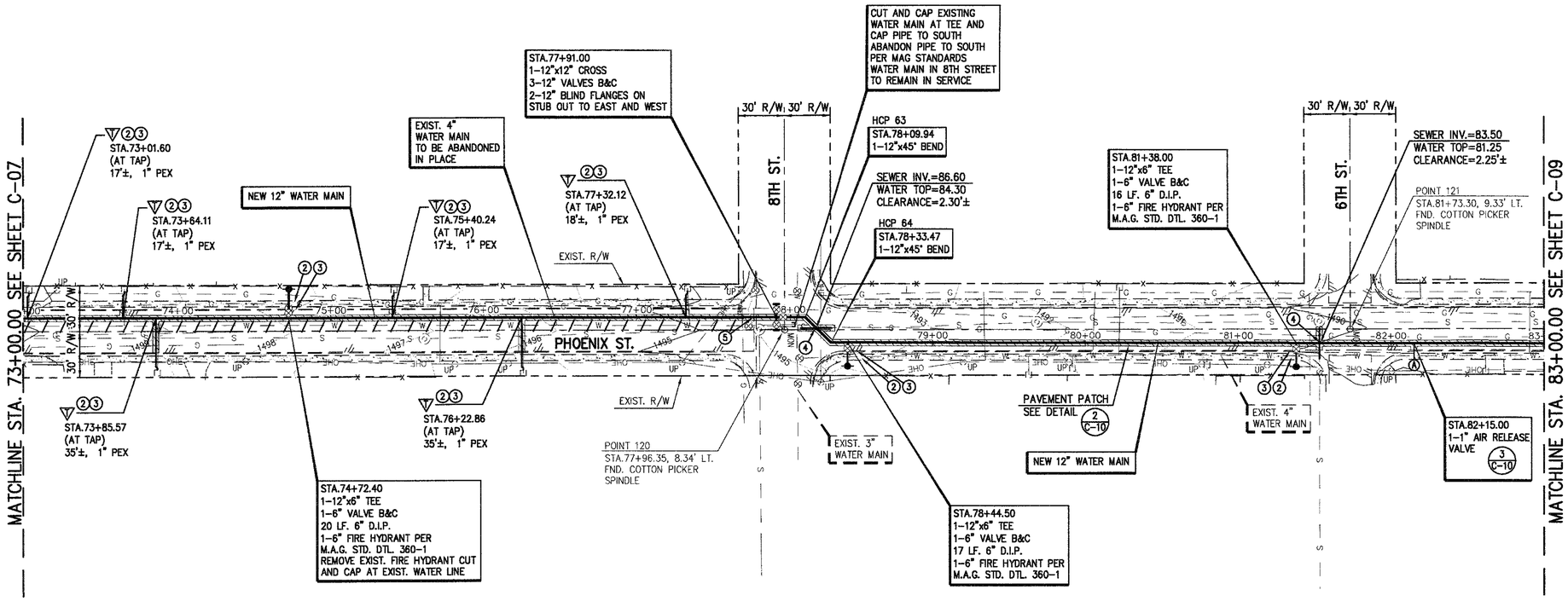

NOTES:
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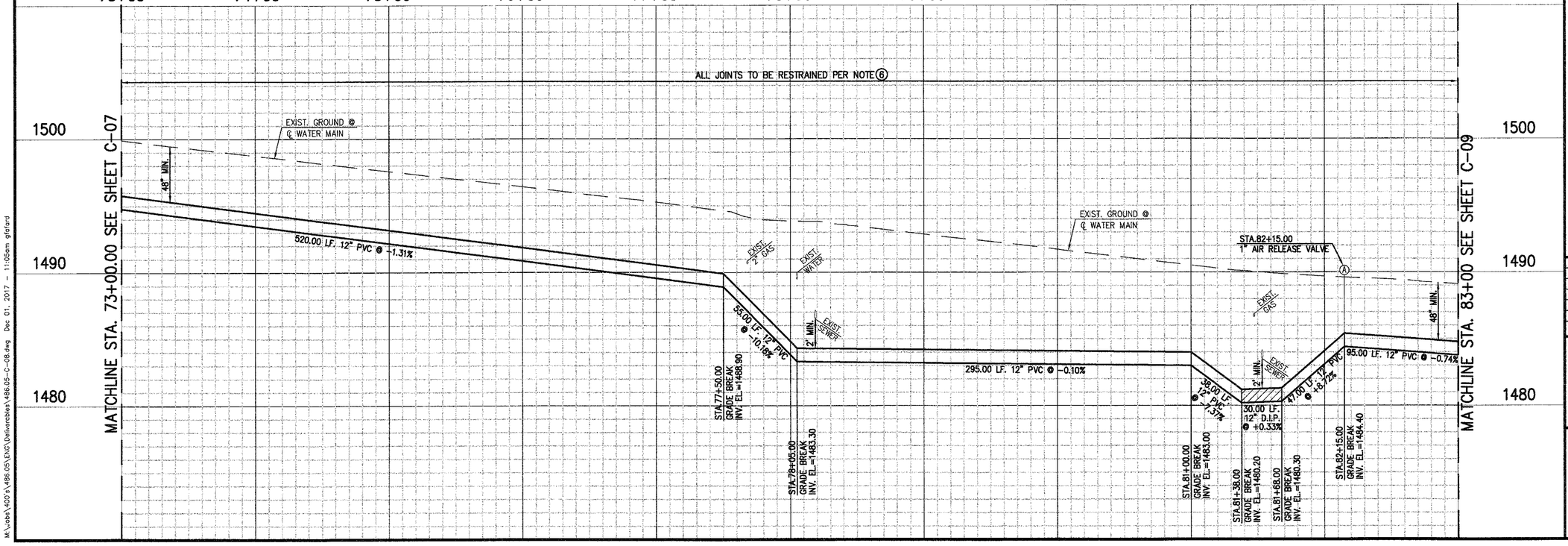

HCP TABLE		
NO.	NORTHING	EASTING
63	740476.08	864464.31
64	740492.72	864480.95

SCALE: 1" = 40'

CONSTRUCTION NOTES

(2) REMOVE AND REPLACE EXISTING SIDWALK IN KIND AS NECESSARY

(3) REMOVE AND REPLACE EXISTING VERTICAL CURB AND GUTTER IN KIND AS NECESSARY

(4) CONCRETE ENCASE EXISTING SEWER 10' EITHER SIDE OF PROPOSED WATER MAIN CROSSING PER M.A.G. STD. DETAIL 404

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(7) ALL SERVICE TIE OVERS PER DETAIL 4, SHEET C-10.

GENERAL NOTES

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NO.	BY	DESCRIPTION	APP'D	DATE

REVISIONS

TOWN OF FLORENCE
12" WATER LINE AUGMENTATION
PLAN AND PROFILE SHEET

Registered Professional Engineer (Civil) CERTIFICATE NO. 62265 TROY M. BELCHER Date signed ARIZONA U.S.A. EXPIRES 9/30/2019

WestLand Resources 4001 E. Paradise Falls Drive Tucson, Arizona 85712 (520) 206-9585

DESIGNED BY:	DRAWN BY:	CHECKED BY:
C.C.	G.G.F.	T.M.B.

DRAWING SCALE(S): 1"=40'

PLAN DATE: DECEMBER 01, 2017

PROJECT NUMBER: 486.05

SHEET NO. C-08

10 OF 13

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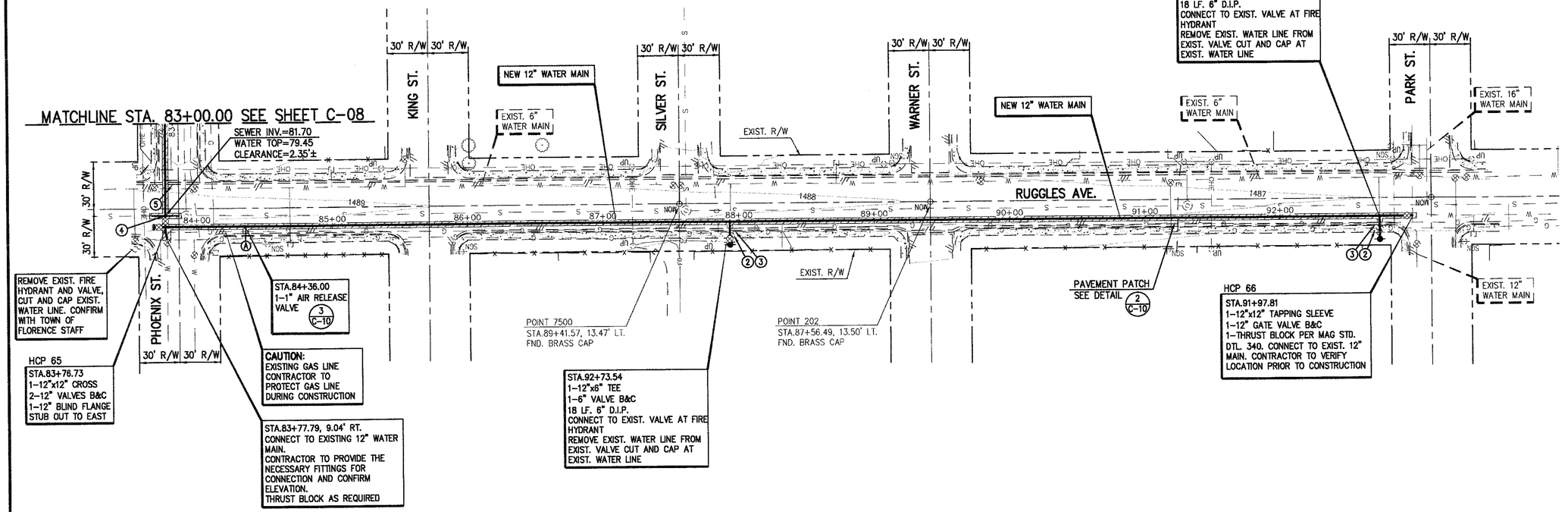

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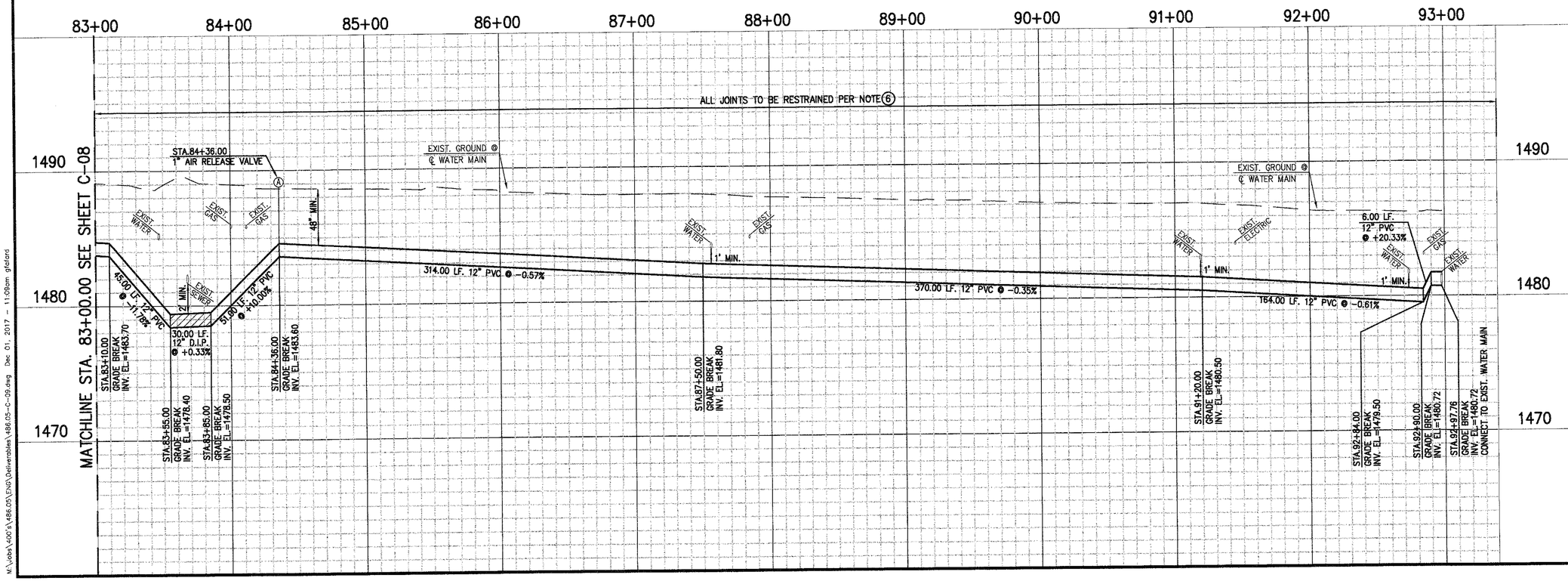

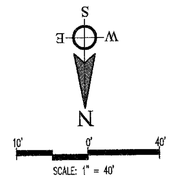

CONSTRUCTION NOTES

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(4) CONCRETE ENCASE EXISTING SEWER 10' EITHER SIDE OF PROPOSED WATER MAIN CROSSING PER M.A.G. STD. DETAIL 404

(5) REMOVE AND REPLACE EXISTING CONCRETE VALLEY GUTTER IN KIND AS NECESSARY

(6) ALL PIPES TO BE RESTRAINED PER MAG STANDARD DETAIL 303

HCP TABLE		
NO.	NORTHING	EASTING
65	741035.98	864482.04
66	741035.42	863560.96

Call at least two full working days before you begin excavation. ARIZONA 811 Arizona Blue Stake, Inc. Dial 8-1-1 or 1-800-STAKE-IT (782-5348) In Maricopa County: (602)263-1100

NO.	BY	DESCRIPTION	APP'D	DATE

REVISIONS

TOWN OF FLORENCE
12" WATER LINE AUGMENTATION
PLAN AND PROFILE SHEET

Registered Professional Engineer (Civil) CERTIFICATE NO. 52265 TROY M. BELCHER Date Signed 12/1/2017 ARIZONA U.S.A. EXPIRES 6/30/2019

4001 E. Paradise Falls Drive
Tucson, Arizona 85712
WestLand Resources (520) 206-9585

DESIGNED BY:	DRAWN BY:	CHECKED BY:
C.C.	G.G.F.	T.M.B.

DRAWING SCALE(S): 1"=40'

PLAN DATE: DECEMBER 01, 2017

PROJECT NUMBER: 486.05

SHEET NO. C-09

11 OF 13

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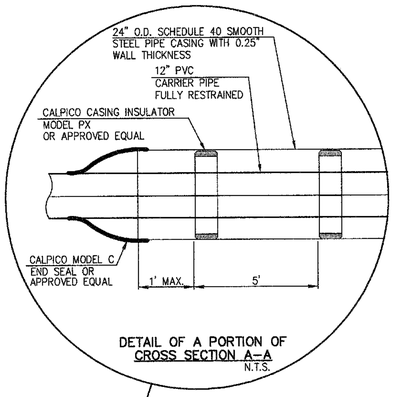
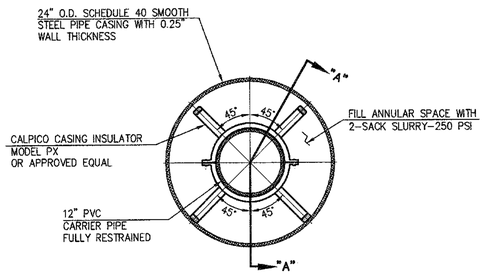
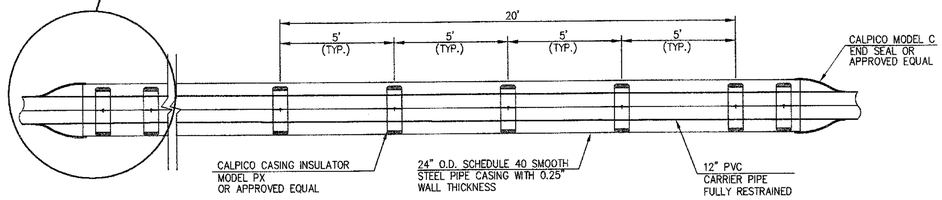


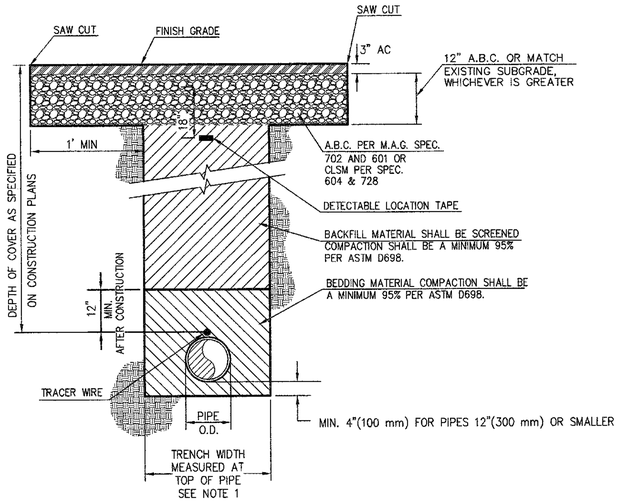
DETAIL OF A PORTION OF
CROSS SECTION A–A
N.T.S.



TYPICAL CROSS SECTION
FOR 12" WATERMAIN
N.T.S.

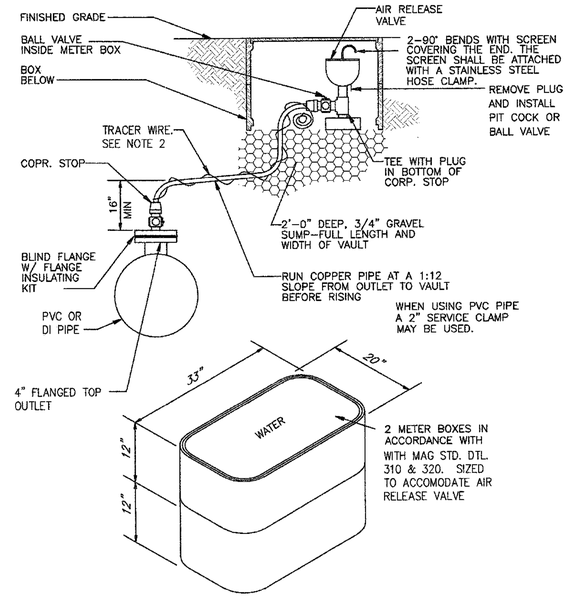


CROSS SECTION A–A
N.T.S.



1. TRENCH WIDTH MEASURED AT THE TOP OF THE PIPE SHALL BE 18" (455 mm) FOR 4" (100 mm) AND 6" (150 mm) MAINS, AND 24" (610 mm) FOR 8" (200 mm) MAINS. TRENCH WIDTH FOR 12" (300 mm) AND LARGER SHALL BE O.D. + 18" (455 mm) MIN., O.D. + 24" (610 mm) MAX.
2. FOR TRENCHING UNDER CONCRETE AND CURB, SAWCUT BOTH EDGES. MINIMUM WIDTH OF TRENCH TO BE 2 FT. REPLACE CONCRETE OR CURB IN KIND.

2 C–10 WATER TRENCH DETAIL
N.T.S.

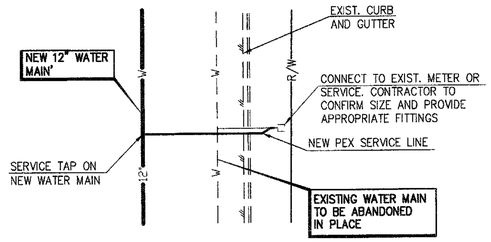


NOTES:

1. FLANGE INSULATING KIT MUST BE TESTED TO CONFIRM ISOLATION PRIOR TO BACKFILL. INCLUDE TEST RESULTS IN FINAL CORROSION REPORT.
2. ALL AIR RELEASE VALVE INSTALLATIONS REQUIRE A TRACER WIRE. THE TRACER WIRE SHALL BE USE, RHW, OR RHH SOLID 10 GAUGE AND RUN IN A CONTINUOUS LENGTH FROM THE CORPORATION TO BALL VALVE. THE TRACER WIRE SHALL BE ATTACHED TO THE AIR RELEASE LINE WITH TAPE OR WIRE TIES AT 1' INTERVALS. A 3' COIL OF WIRE SHALL BE LEFT IN THE METER BOX.

3 C–10 1" AIR RELEASE VALVE INSTALLATION
N.T.S.

1 C–10 WATER INSTALLATION IN CASING AT MAIN ST. (SR 79B) AND BUTTE ROAD (SR79B)
N.T.S.



NOTE:
SERVICE RENEWALS SHALL INCLUDE NEW SERVICE SADDLE, CORPORATION STOP TAP, PEX PIPE (ENTIRE LENGTH), ANGLE METER VALVE, MAGNETIC LOCATOR TAPE, TRACER WIRE, AND CONNECTION TO EXISTING METER.

4 C–10 SERVICE LINE RENEWAL DETAIL
N.T.S.

SURVEY POINT TABLE				
POINT #	NORTHING	EASTING	ELEVATION	RAW DESCRIPTION
100	737761.489	863235.784	1511.76	COTTON PICKER SPINDLE
101	737760.162	862905.379	1509.91	COTTON PICKER SPINDLE
102	738070.614	862904.763	1506.07	RAILROAD SPIKE
105	738384.732	863943.944	1508.02	COTTON PICKER SPINDLE
107	737764.172	863946.336	1512.21	COTTON PICKER SPINDLE
108	737762.671	863566.172	1511.76	COTTON PICKER SPINDLE
111	739722.110	863918.138	1499.38	COTTON PICKER SPINDLE
120	740462.479	864472.658	1494.35	COTTON PICKER SPINDLE
121	740832.556	864472.301	1490.11	COTTON PICKER SPINDLE
131	739722.524	864473.150	1503.40	COTTON PICKER SPINDLE
134	738379.595	862574.135	1499.72	ALUMINUM CAP 2IN
200	741021.914	863547.080	1486.77	BRASS CAP
202	741022.247	864102.296	1488.25	BRASS CAP
203	738695.100	863942.778	1505.41	COTTON PICKER SPINDLE
204	738379.892	862904.927	1501.93	IRON PIPE 3/4 IN
372	739301.266	864825.854	1507.98	BRASS CAP HAND HOLE
373	736660.603	864830.257	1526.66	BRASS CAP HAND HOLE
7500	741022.168	863917.221	1487.95	BRASS CAP
7503	739722.267	864103.120	1500.91	COTTON PICKER SPINDLE

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

NO.	BY	DESCRIPTION	APP'D	DATE

REVISIONS

TOWN OF FLORENCE
12" WATER LINE AUGMENTATION
DETAIL SHEET

Registered Professional Engineer
CERTIFICATE NO. 62265
TROY M. BELCHER
Date Signed 12/1/2017
ARIZONA U.S.A.
EXPIRES 6/30/2019

WestLand Resources
4001 E. Paradise Falls Drive
Tucson, Arizona 85712
(520) 206-9585

DESIGNED BY:	DRAWN BY:	CHECKED BY:
C.C.	G.G.F.	T.M.B.

DRAWING SCALE(S): NTS
PLAN DATE: DECEMBER 01, 2017
PROJECT NUMBER: 486.05
SHEET NO. C–10
12 OF 13

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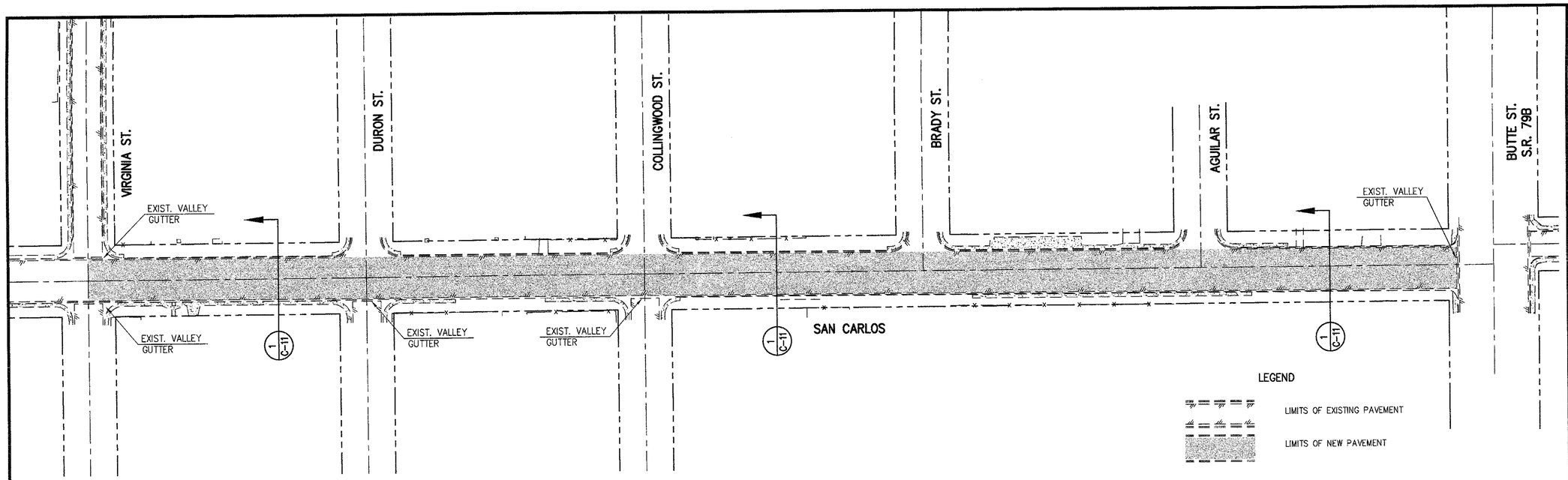
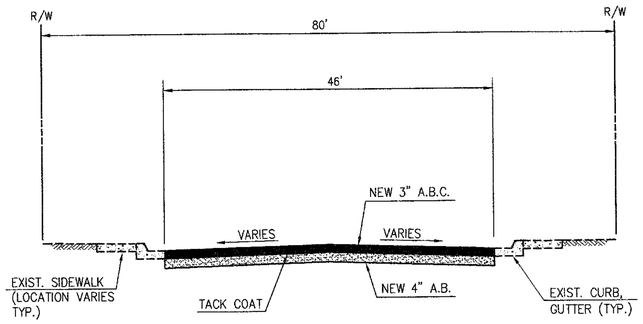


PAVING NOTES

1. ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE LATEST VERSION OF STANDARD SPECIFICATIONS FOR CONSTRUCTION FOR THE TOWN OF FLORENCE, MARICOPA ASSOCIATION OF GOVERNMENTS (M.A.G.) SPECIFICATIONS AND DETAILS, LATEST EDITION AND PINAL COUNTY.
2. EXCAVATION AND BACKFILL FOR STRUCTURES SHALL CONFORM TO M.A.G., SECTION 206
3. AGGREGATE BASE COURSE SHALL CONFORM TO M.A.G. SECTION 702.
4. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE OCCUPATION SAFETY AND HEALTH ADMINISTRATION REGULATIONS.
5. THE CONTRACTOR SHALL OBTAIN ALL PERMITS REQUIRED BY ALL GOVERNMENTAL AGENCIES.
6. UPON COMMENCEMENT OF WORK, TRAFFIC CONTROL DEVICES SHALL BE POSTED AND MAINTAINED BY THE CONTRACTOR UNTIL SUCH TIME AS THE WORK IS COMPLETED. ALL WARNING SIGNS, BARRICADES, ETC. SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES ADOPTED BY THE STATE OF ARIZONA PURSUANT TO A.R.S. 28-650.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CARE AND MAINTENANCE OF EXISTING IMPROVEMENTS AND VEGETATION IN THE WORK AREA. PAVEMENT, CURBS, AND ANY OTHER OBSTRUCTIONS DAMAGED DURING CONSTRUCTION ARE TO BE REPLACED BY THE CONTRACTOR. ANY UNDERGROUND PIPES, IRRIGATION CONTROLS, DRAINS, STRUCTURES OR OBSTRUCTIONS NOT SHOWN ON THESE PLANS SHALL BE MOVED, ALTERED OR REPAIRED BY THE CONTRACTOR WHEN ENCOUNTERED, AS DIRECTED BY THE TOWN ENGINEER, AND IS A DEFINITE PART OF THIS PROJECT.
8. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO FURNISH, HAUL AND APPLY ALL WATER REQUIRED FOR COMPACTION AND FOR THE CONTROL OF DUST FROM CONSTRUCTION ACTIVITY. THE COST THEREOF IS TO BE INCLUDED IN THE APPROPRIATE BID ITEM(S) PRICE'S).
9. THE CONTRACTOR BEFORE UNDERTAKING ANY GRADING OR CONSTRUCTION WORK OF ANY TYPE WITHIN THE PUBLIC RIGHT-OF-WAY, MUST FIRST OBTAIN ANY REQUIRED PERMITS FROM THE TOWN OF FLORENCE.
10. INSPECTION BY THE TOWN OF FLORENCE OR THE TOWNS REPRESENTATIVE OF THE WORK CALLED FOR THE PLANS SHALL NOT IN ANY WAY, RELIEVE THE CONTRACTOR AND/OR HIS/HER SUBCONTRACTORS OF THEIR OBLIGATION TO PERFORM THE WORK IN COMPLIANCE WITH THE PLANS, SPECIFICATIONS, CONTRACT DOCUMENTS, TOWN CODE AND ANY OTHER APPLICABLE REGULATION PERTAINING THERE TO.
11. THE CONTRACTOR SHALL OPERATE IN A MANNER COMPLIANT WITH ALL APPLICABLE REGULATIONS OF THE TOWN, COUNTY, STATE AND FEDERAL GOVERNMENT.
12. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND/OR THE SURVEYOR PROVIDING THE CONSTRUCTION LAYOUT TO VERIFY THE BENCHMARK AND COMPARE THE SITE CONDITIONS WITH THE PLANS AND SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES OBSERVED. SHOULD ANY BENCHMARK, GRADE OR DESIGN INDICATED ON THE PLANS BE SUSPECT THE ENGINEER SHALL BE NOTIFIED OF SAID BENCHMARK GRADE OR PROBLEM AT LEAST TWENTY-FOUR HOURS BEFORE CONSTRUCTION IS SCHEDULED TO BEGIN ON THE AFFECTED AREA.
13. EARTHWORK, EXCEPT AS MODIFIED BY THE SOILS REPORT OF RECORD SHALL CONFORM TO M.A.G. SECTION 200.

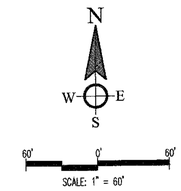
(PAVING NOTES CONTINUED)

14. CONTRACTOR SHALL CALL BLUE STAKE (1-800-782-53481) TO VERIFY LOCATION OF ALL UTILITIES PRIOR TO COMMENCEMENT OF OPERATION.
15. IF UNANTICIPATED CONDITIONS ARE ENCOUNTERED DURING THE COURSE OF CONSTRUCTION AND ARE BEYOND THE SCOPE OF DESIGN, THE ENGINEER SHALL SUBMIT THE NECESSARY REVISED OR SUPPLEMENTAL IMPROVEMENT PLANS FOR REVIEW AND APPROVAL BY THE TOWN ENGINEER.
16. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO FULLY COMPLY WITH U.S. EPA STORMWATER DISCHARGE PERMIT IN ACCORDANCE WITH THE ADOT EROSION AND POLLUTION CONTROL MANUAL AND AS DIRECTED BY THE ENGINEER.
17. THE SOILS ENGINEER SHALL OBSERVE, INSPECT AND TEST ALL CONSTRUCTION OPERATIONS, INCLUDING BUT NOT LIMITED TO: SUBGRADE PREPARATION, TRENCH EXCAVATIONS AND BACKFILL, MATERIAL TESTING, TOGETHER WITH PLACEMENT OF FILL. SAID ENGINEER SHALL CERTIFY IN WRITING, THAT ALL SOILS OPERATIONS AND MATERIALS USED FOR THIS DEVELOPMENT WERE PERFORMED IN ACCORDANCE WITH THE RECOMMENDATIONS AS SET FORTH IN THE GEOTECHNICAL INVESTIGATION OF RECORD AND ARE IN CONFORMANCE WITH THE ACCEPTED PLANS AND SPECIFICATIONS. CERTIFICATION, IN WRITING, ARE TO BE RECEIVED BY THE TOWN ENGINEER OF THE TOWN OF FLORENCE PRIOR TO THE REQUEST FOR FINAL INSPECTION AND RELEASE OF ASSURANCES.
18. THE TOWN ENGINEER WILL, UPON RECEIPT OF ALL NECESSARY CERTIFICATIONS AS OUTLINED IN THE IMPROVEMENT PLANS, PERFORM A FIELD REVIEW IF THE DEVELOPMENT. FIELD CONDITIONS, DESIGN OVERSIGHTS, ETC., MAY REQUIRE ADDITIONAL WORK AND/OR IMPROVEMENTS AS A RESULT OF SAID REVIEW.
19. CONTRACTOR SHALL HAUL OFF EXISTING PAVEMENT THAT HAS BEEN REMOVED AND DISPOSE OF PROPERLY.



NOTE:
EXISTING PAVEMENT SECTION VARIES SEE GEOTECHNICAL REPORT.

1 C-11 SAN CARLOS TYPICAL SECTION
N.T.S.



CONSTRUCTION NOTES

1. NEW PAVEMENT LIMITS ALL SIDE STREETS ARE SHOWN APPROXIMATELY, EXACT LIMITS WILL HAVE TO BE ESTABLISHED BASED ON 5 FEET PAST THE DISTURBED PAVEMENT SECTION ON EACH CONNECTION, UNLESS OTHERWISE SHOWN.
2. EXISTING VALVE BOXES AND COVERS OF MAINS TO REMAIN IN SERVICE SHALL BE ADJUSTED TO NEW PAVING ELEVATIONS.
3. CONTRACTOR MUST PROVIDE THE SERVICE OF A REGISTERED LAND SURVEYOR TO VERIFY ALL HORIZONTAL CONTROL AND SET UP TEMPORARY CONTROL PRIOR TO PAVEMENT REMOVAL, SAID SURVEYOR SHALL BE ALSO RESPONSIBLE FOR RE-ESTABLISHING REMOVED SURVEY MONUMENTS AND FILE A RECORD OF SURVEY SHOWING PRIOR AND POST CONSTRUCTION SURVEY MONUMENTATION INFORMATION.
4. AFTER COMPLETION OF THE NEW PAVING, RAISED REFLECTIVE MARKERS SHALL BE PLACED AT EVERY HYDRANT ALONG THE PROJECT LENGTH.
5. SAWCUT/TRIM TACK AND SEAL EXISTING PAVEMENT.
6. THIS PROJECT SHALL REQUIRE REMOVAL AND REPLACEMENT OF EXISTING ROADWAY PAVING. THE NEW PAVEMENT SHALL BE PLACED AT THE SAME LOCATION, WIDTH, LINE AND GRADE AS THE EXISTING PAVEMENT. THE CONTRACTOR SHALL BE REPONSIBLE FOR PROVIDING AND CERTIFING BOTH (BY A REGISTERED LAND SURVEYOR) PRE-CONTRUCTION AND POST-CONTRUCTION AS-BUILTS OF THE ROADWAY AS PART OF THIS CONTRACT.

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602)263-1100

NO.	BY	DESCRIPTION	APP'D	DATE

REVISIONS

TOWN OF FLORENCE
12" WATER LINE AUGMENTATION PAVEMENT REPLACEMENT PLAN

Registered Professional Engineer
CERTIFICATE NO.
62265
TROY M. BELCHER
12/1/2017
Date signed
ARIZONA U.S.A.
EXPIRES 6/30/2019

4001 E. Paradise Falls Drive
Tucson, Arizona 85712
WestLand Resources (520) 206-9585

DESIGNED BY:	DRAWN BY:	CHECKED BY:
C.C.	G.G.F.	T.M.B.

DRAWING SCALE(S): 1"=40'
PLAN DATE: DECEMBER 01, 2017
PROJECT NUMBER: 486.05
SHEET NO. C-11
13 OF 13

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ADDENDUM #4

PHASE 2A - Station 80+00 to 91+87.81 (Park St. to 6th St.)

Project Name: Florence 12-inch Augmentation phase 2
Project No.: 486.05
Location: Florence, Arizona
Description: System Upgrades

Prepared by: CWL **Date:** 6/19/2018
Checked by: TMB **Date:**
Client: City of Florence

Item No.	Item Description	Unit	Quantity	Unit Price	Amount	Remarks
1	12-inch P.V.C. Pipe	LF	1,200			
2	12-inch D.I.P. Pipe	LF	60			
3	6-inch D.I.P. Pipe	LF	50			
4	Pipeline connections to existing system	EA	2			Assumes no valves needed
5	Asphalt Replacement	SY	530			Assumes pipeline installed in pavement with 4-ft trench and additional area called out on plans.
6	1" Air Release Valve	LS	2			Includes vault and pipe
7	New 6" Fire hydrant	LS	3			Includes 6" DIP riser pipe
8	6" Gate Valve B & C	LS	3			
9	12" Gate Valve B& C	LS	3			
10	12" Tapping Sleeve	LS	1			Includes Tap
11	Fire Hydrant Removal	EA	1			
12	Curb and Sidewalk replacement	SY	5			
13	Concrete Encased Sewer	EA	2			
14	Traffic Control	LS	1			
	Subtotal					

PHASE 2B - Station 62+00 to 80+00 (6th St. to Phase 3)

Project Name: Florence 12-inch Augmentation phase 2
Project No.: 486.05
Location: Florence, Arizona
Description: System Upgrades

Prepared by: CWL **Date:** / /2018
Checked by: TMB **Date:**
Client: City of Florence

Item No.	Item Description	Unit	Quantity	Unit Price	Amount	Remarks
1	12-inch P.V.C. Pipe	LF	1,800			
2	12-inch D.I.P. Pipe	LF	30			
3	6-inch D.I.P. Pipe	LF	103			
4	Service Tie Overs	EA	9			Including 1-inch poly service lines
5	Abandonment of Existing 4-inch	LS	2			Assumed to be abandoned in place with no grouting
6	Pipeline connections to existing system	EA	1			Assumes no valves needed
7	Asphalt Replacement	SY	1,270			Assumes pipeline installed in pavement with 4-ft trench and additional area called out on plans.
8	1" Air Release Valve	LS	2			Includes vault and pipe
9	New 6" Fire hydrant	LS	4			Includes 6" DIP riser pipe
10	6" Gate Valve B & C	LS	5			
11	12" Gate Valve B& C	LS	8			
12	12" Tapping Sleeve	LS	0			Includes Tap
13	Fire Hydrant Removal	EA	4			
14	Curb and Sidewalk replacement	SY	15			
15	Concrete Encased Sewer	EA	2			
16	Traffic Control	LS	1			
	Subtotal					
	Contingencies (20%)					
	TOTAL PROJECT COSTS					

Town of Florence
Development Services Department
224 W. 20th Street, P.O. Box 2670
Florence, AZ 85132
(520) 868-7575
www.florenceaz.gov

Solicitation CDBG 12" Water Line Augmentation Phase 2
Addendum #5
Questions and Answers
September 17, 2018

QUESTION: Can we have the Phase 1 – As-Built Plans?
ANSWER: Posted on the Town's website.
.
QUESTION: Warranty?
ANSWER: The warranties are typically 1 year from the completion date.

QUESTION: Warranty?
ANSWER: The warranties are typically 1 year from the completion date.

QUESTION: Materials list – SOW – bid tab is not blank.
ANSWER: New bid tab added to Town website as ADDENDUM 4.

QUESTION: Are domestic materials required on the project due to it being federally funded project?
ANSWER: Yes.

QUESTION: The plans or specs do not call out the class of either PVC or ductile iron to use on the project.
ANSWER: PVC C-900

QUESTION: What DR rating is required for the PVC and what class of ductile iron is required?
ANSWER: DR18

QUESTION: What is the anticipated start date?
ANSWER: Immediately after Council Approval, either October 15, 2018 or November 35, 2018.

Exhibit 4
Bid Tabulation Form 9.20.18

Town of Florence
Bid Tabulation Sheet

☐ Verbal (only allowed when $5,000 or less)

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

☒ Formal Sealed Bid: 2 Florence 12" Water Line Automation Phase 2 Project Bid Due Date: September 20, 2018 Bid Due Time: 1:00 pm

Date Prepared: September 20, 2018

Prepared By: Maria Hernandez, Deputy Town Clerk

Item (include quality, brand, model, color):

CIP WU-83

Vendor name / Contact Person / Phone/Fax	1 original 2 copies	Bid Amount	Phase 2A	Phase 2B	Grand Total	Bid Proposal Form	Bid Bond	Contractor's Qualification Statement	List of Most Representative Projects (5 yr. project experience)	Identification of Project Team & Crew	Resumes of Key Personnel	List of Current Major Project Commitments	Financial Statements	Credit References (Listed as bank references)	Subcontractor and Material Supplier's List	LS-2 Contractor's Certification Concerning Labor Standards & Prevailing Wage	Certifications	Time Frame	Acknowledgement of Addendum Nos. 1,2, 2 Revised 3, 4 and 5	Comments
1 Apache Underground & Excavating, LLC P O Box 113 Lakeside AZ 85929 PH#	Yes	Subtotal: Contingency: Total: Grand Total:	$ 220,880.00 $ 220,880.00	$ 329,230.00 $ 329,230.00	$ 550,110.00	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	
2 Scholz Contracting, LLC 3239 E. Emerald Circle Mesa AZ 85204 PH #	Yes	Subtotal: Contingency: Total: Grand Total:	$ 281,830.00 $ 281,830.00	$ 448,461.00 $ 89,692.20 $ 538,153.20	$ 819,983.20	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	No	Yes	
3 Jerkovich Companies 501 S. Broad Street Globe AZ 85501 PH#	Yes	Subtotal: Contingency: Total: Grand Total:	$ 335,737.00 $ 335,737.00	$ 517,535.00 $ 103,507.00 $ 621,042.00	$ 956,779.00	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	No	Yes	
4 In Ground Construction, Inc. 3048 E. Baseline Rd. Suite 127 Mesa AZ 85204 PH# 480-235-4550	Yes	Subtotal: Contingency: Total: Grand Total:	$ 269,122.00 $ 269,122.00	$ 330,600.50 $ 66,120.10 $ 396,720.60	$ 665,842.60	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	
5 Team Fishel 1619 S. 27th Ave. Phoenix AZ 85009 PH#	Yes	Subtotal: Contingency: Total: Grand Total:	$ 252,162.73 $ 252,162.73	$ 419,227.95 $ 134,278.14 $ 553,506.09	$ 805,668.82	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	
6 Redpoint 36508 N. Daisy Mtn. Dr. #122 Phoenix AZ 85086 PH # 602-762-0613	Yes	Subtotal: Contingency: Total: Grand Total:	$ 408,640.00 $ 408,640.00	$ 570,381.20 $ 195,804.20 $ 766,185.20	$ 1,174,825.20	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	

Attach additional page(s), if necessary

Vendor Selected _____ Address _____

Justification (if not lowest price) _____

Department Head Approval _____ Date: 9/25/18

Finance Director Approval _____ Date: 9/28/18

Town Manager Approval _____ Date: 10/3/18

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

Approved as to Form

Clifford L. Mattice, Florence Town Attorney

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **Apache Underground and Excavating LLC**

as Principal, hereinafter called the Principal, and **Old Republic Surety Company**

a corporation duly organized under the laws of the State of **Wisconsin**
as Surety, hereinafter called the Surety, are held and firmly bound unto **Town of Florence**

as Obligee, hereinafter called the Obligee, in the sum of **TEN PERCENT OF AMOUNT BID (10% AMOUNT BID)**

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
WHEREAS, the Principal has submitted a bid for

Florence 12" Waterline Augmentation Phase 2 Project Ruggles St

NOW THEREFORE, If the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **20th** **September** **2018**

Apache Underground and Excavating LLC
(Principal) (Seal)

Witness

By: _____
(Title)

Old Republic Surety Company
(Surety) (Seal)

Witness

By: Kischa Rushing Attorney-In-Fact
Kischa Rushing (Title)

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

JESSIKA GULLIVER, JORGE L MENDEZ, KISCHA RUSHING, CRAIG L. WEBB, BENJAMIN A. GREER, ANDREA KRAHN, LINDA M. HURST, CHRIS JOHNSTON, OF PHOENIX, AZ

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding $50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED
FIVE MILLION DOLLARS($5,000,000)---------- FOR ANY SINGLE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile 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 affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 23RD day of MAY, 2017.

OLD REPUBLIC SURETY COMPANY

Assistant Secretary

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 23RD day of MAY, 2017, personally came before me, Alan Pavlic and Jane E Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Notary Public

My commission expires: 9/28/2018

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

52-5578

Signed and sealed at the City of Brookfield, WI this 20th day of September 2018.

Assistant Secretary

USI INSURANCE SERVICES LLC

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

CONTRACTOR'S QUALIFICATION STATEMENT

The undersigned certifies under oath to the truth and correctness of all statements and of all answer to questions made hereinafter.

SUBMITTED TO: Town of Florence

ADDRESS: 775 n. main St.
Florence, AZ 85132

SUBMITTED BY: Apache Underground & Excavating LLC
NAME: Apache Underground & Excavating LLC
DUNS NUMBER: 830863986
TAXPAYER/EMPLOYER ID NUMBER: 26-4301039
ADDRESS: P.O. Box 113
Lakeside, AZ 85929
PRINCIPAL OFFICE: 6072 Webb Dr. Lakeside, AZ 85929

- [x] **Corporation**
- [ ] **Partnership**
- [ ] **Individual**
- [ ] **Joint Venture**
- [ ] **Other**

1. How many years has your organization been in business as a general contractor?
   9 years

2. How many years has your organization been in business under its present business name?
   9 years

   a. Under what other or former names has your organization operated?
   none

3. If a corporation, answer the following:
   a. Date of incorporation 1/30/2009
   b. State of incorporation Arizona
   c. President's name Melinda Gardner
   d. Vice-president's name(s) —
   e. Secretary's name Mark Gardner
   f. Treasurer's name —

4. If an individual or a partnership, answer the following: NA
   a. Date of organization
   b. Name and address of all partners (state whether general or limited partnership)

5. If other than a corporation or partnership, describe organization and name principals.
   NA

6. List states and categories in which your organization is legally qualified to do business. Indicate registration or license numbers. List states in which partnership or trade name is filed. Arizona - A General Contractor License
   Includes A - General Engineering as well as A-4 through A-19
   per the Arizona Registrar of Contractors.
   License # ROC 253882
   Trade name Filed in Arizona

7. We normally perform the following work with our own forces.
   A-5 Excavating, Grading + Oil Surfacing
   A-12 Sewer, Drains + Pipe Laying
   A-14 Asphalt Paving
   A-16 Water works
   as well as all related work.

8. Have you ever failed to complete any work awarded to you? If so, note when, where and why.
   NO

Mark A. Gardner

Apache Underground and Excavating, LLC.

Qualifications

30+ years experience in utility construction, including installation of gas, water, sewer and fiber-optic lines.

2009– Present. **Apache Underground and Excavating, LLC. Lakeside, AZ**
Project Manager and Site Superintendent

Employment History

2003-2008. **Arizona Public Service (APS), Snowflake, AZ**
Hole Digger A, Warehouseman, Blue Stake Specialist

1998-203. **Northern Pipeline Construction, Phoenix, AZ**
Project Manager, Crew Foreman

1989-1998. **Arizona Pipeline Co., Phoenix, AZ**
Project Manager, Crew Foreman

1987-1989. **Ironwood Underground, Lakeside, AZ**
Operator/Laborer
Operate heavy equipment, preparation and installation of water/sewer lines and services

Education

Blue Ridge High School, Lakeside, AZ
Pima Community College, Tucson, AZ

Apache Underground and Excavating, LLC
P.O. Box 113
Lakeside, Arizona 85929
Phone: 928-242-1055
Fax: 928-532-4034
E-mail: apacheunderground@frontiernet.net

P.O. Box 113, Lakeside, Arizona 85929•928-242-0891•apacheunderground@frontiernet.net

Melinda Palmer Gardner

Executive Management

Planning * Operations * Marketing

Accomplished Executive with experience in Finance, Human Resource, Marketing and Project Management. Experienced in building customer and vendor relations while developing productive relationships with key business advisors. Known for building and motivating project teams that exceed customer expectations.

Professional Accomplishments

President and Managing Member

- Apache Underground and Excavating, LLC, Lakeside, AZ
- Managing Member/Owner (2009-Present)
- Duties include: Financial, Marketing and Human Resource Management. Project estimating, project supervision, signing new contracts, technical writing and reporting.
- Lead operations in long term planning for company growth, direction and diversification.
- Oversee and manage financial team consisting of CPA, Accountant and bookkeeper. Design company structure, oversee financial decisions and perform monthly financial review.
- Direct Project Manager, Site Supervisors and oversee up to 30 employees. Develop Drug and Alcohol Policy, Employee manual and hiring policies and procedures. Develop employee education system to include OSHA training, Competent Person training and internal Commercial Driver's License training program. Develop performance review and bonus system.
- Develop Marketing plan to draw accounts ranging from small local business to large General Contractors, Tribal and Federal contracts. Responsible for development and distribution of marketing materials to over five hundred potential clients, review client reports and meet with established and potential clients.

Project Specialist

- Arizona Governor's Division for Women (1997-1998)
- Liaison between Governor's Division for Women and Governor's Commission on Nontraditional Employment for Women. This was a program developed to recognize women employed in non-traditional careers, facilitate changes within Arizona business and education community to increase the number of women in non-traditional jobs and develop programs that could increase opportunities for women to be trained and employed in non-traditional occupations.
- Major partners in program were Arizona Pipe Fitting Trades, Arizona Operating Engineers and Arizona State Carpenters.
- Other duties included: Accounting for General Fund, JTPA and Contract Funding
-

928-242-0891•apacheunderground@frontiernet.net

Melinda Palmer Gardner

Administrative Coordinator

- Environmental Technology Inc. and Fuel Tech Distributing, Inc. (1992-1997)
- Assistant to the Vice President/ General Manager and Technical Marketing Manager. Responsible for the development and distribution of Marketing newsletter to current and potential clients. Compile and submit technical reports and documents to the Arizona Department of Environmental Quality and other state agencies.

Administrative Assistant, Assistant to President

- Richard Palmer Companies 1986-1992
- Assist owner in development and growth of family contracting company located and operating on the Fort Apache Indian Reservation. Richard Palmer Companies was the largest employer of tribal members during it's time of operation.
- Assist owner on tribal construction projects including estimating, bidding, procurement and field labor. Assist Superintendent and Crew Foreman in daily field management and assist Office Manager in Human Resources, accounting, and advertising.

Professional Associations

- National Congress of American Indians
- White Mountain Business Owners Roundtable
- Arizona State University Native American Alumni Chapter

Education

2014	Leadership Skills in Mgmt	ALISON Online
2014	Fundamentals of Human Rsc	ALISON Online
1990-1995	History	Arizona State University, Tempe, AZ

References

References are available on request.

16. Attach a financial statement, audited if available, including contractor's latest balance sheet and income statement showing the following items:

a. Current assets (i.e. cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses).

b. Net fixed assets.

c. Other assets.

d. Current liabilities (i.e. accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes).

e. Other liabilities (i.e. capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

f. Name of firm preparing financial statement and date thereof.

g. Is this financial statement for the identical organization named on Page One (1)? yes

h. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (i.e. parent-subsidiary). NA

i. Will this organization act as guarantor of the contract for construction? NA

17. Dated at 12072 Webb Dr Lakeside, AZ 85929
this 18th day of September, 2018.

Name of organization: Apache Underground + Excavating LLC

Melinda D Carlin
By

President
Title

18. Melinda Gardner being duly sworn deposes and says that he/she is the President of Apache Underground + Excavating contractor(s) and that answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this 18th day of September, 20 18.

Cari Lindquist
Notary Public

My commission expires: August 9, 2019

CARI LINDQUIST
NOTARY PUBLIC, ARIZONA
NAVAJO COUNTY
My Commission Expires
August 9, 2019

APACHE UNDERGROUND & EXCAVATING, LLC

FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2017

INDEX

	PAGE
Independent Accountants' Review Report	1
Balance Sheet	2-3
Statement of Operations	4-5
Statement of Changes in Members' Equity	6
Statement of Cash Flows	7-8
Notes to the Financial Statements	9-13
Schedule of Operating Expenses	14

KIM W. MATTICE, C.P.A., LTD.

Certified Public Accountant

Pinetop Professional Plaza
P.O. Box 63
Pinetop, Arizona 85935
(928) 367-1515

INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Members:
Apache Underground & Excavating, LLC
Lakeside, AZ

We have reviewed the accompanying financial statements of Apache Underground & Excavating, LLC, which comprise the balance sheet as of December 31, 2017, and the related statements of operations, members' equity, cash flows, and schedule of operating expenses, for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Accountant's Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

KWM, CPA, Ltd.

KIM W. MATTICE, C.P.A., LTD.
Pinetop, Arizona
July 20, 2018

APACHE UNDERGROUND & EXCAVATING, LLC

BALANCE SHEET

DECEMBER 31, 2017

ASSETS

CURRENT ASSETS:			
Cash		$ 407,511	
Costs & Earnings in Excess of Billings		302,704	
TOTAL CURRENT ASSETS			$ 710,215
EQUIPMENT:			
Equipment	$ 953,811		
Office Equipment	5,656		
TOTAL EQUIPMENT		1,063,548	
Less: Accumulated Depreciation		(1,025,686)	
NET EQUIPMENT			37,862
TOTAL ASSETS			$ 748,076

See Accompanying Notes and Independent Accountants' Review Report

APACHE UNDERGROUND & EXCAVATING, LLC

BALANCE SHEET

DECEMBER 31, 2017

LIABILITIES AND MEMBERS' EQUITY

CURRENT LIABILITIES:		
Accounts Payable	$ 8,679	
Accrued Expenses	18,739	
Billings in Excess of Costs & Earnings	-	
Notes Payable, Current Portion	131,350	
TOTAL CURRENT LIABILITIES		$ 158,768
LONG-TERM DEBT:		
Notes Payable, Net of Current Portion	383,403	
TOTAL LONG-TERM DEBT		383,403
TOTAL LIABILITIES		542,171
MEMBERS' EQUITY:		205,905
TOTAL LIABILITIES & MEMBERS' EQUITY		$ 748,076

See Accompanying Notes and Independent Accountants' Review Report

APACHE UNDERGROUND & EXCAVATING, LLC

STATEMENT OF OPERATIONS

FOR THE YEAR ENDED DECEMBER 31, 2017

REVENUES:		
Sales	$2,142,543	
TOTAL REVENUES		$2,142,543
COST OF GOODS SOLD:		
Materials	554,305	
Labor	262,222	
Equipment Rental	67,915	
Subcontractors	54,304	
Fuel	47,161	
Bid Bond	30,944	
Other Costs	30,862	
Travel	13,486	
Equipment Transport	6,379	
TOTAL COST OF GOODS SOLD		1,067,576
GROSS PROFIT (50.17%)		1,074,967
OPERATING EXPENSES:		
Total Operating Expenses (Schedule of Operating Expenses)		358,373
INCOME FROM OPERATIONS BEFORE OTHER INCOME AND OTHER EXPENSES		716,594
OTHER INCOME:		
Interest Income	247	
TOTAL OTHER INCOME		247

APACHE UNDERGROUND & EXCAVATING, LLC

STATEMENT OF OPERATIONS (Cont'd.)

FOR THE YEAR ENDED DECEMBER 31, 2017

INCOME FROM ALL SOURCES BEFORE OTHER EXPENSES		$ 716,841
OTHER EXPENSES:		
Depreciation	$ 186,696	
Members' Salary	110,077	
TOTAL OTHER EXPENSES		296,773
NET INCOME		$ 420,068

See Accompanying Notes and Independent Accountants' Review Report

APACHE UNDERGROUND & EXCAVATING, LLC

STATEMENT OF CHANGES IN MEMBERS' EQUITY

FOR THE YEAR ENDED DECEMBER 31, 2017

	MDG 51%	MAG 49%	TOTAL
MEMBERS' DEFICIT AT DECEMBER 31, 2016	$ (14,148)	$ (13,594)	$ (27,742)
CAPITAL CONTRIBUTIONS	-	-	-
CAPITAL DISTRIBUTIONS	(95,075)	(91,346)	(186,421)
NET INCOME	214,235	205,833	420,068
MEMBERS' EQUITY AT DECEMBER 31, 2017	$ 105,012	$ 100,893	$ 205,905

See Accompanying Notes and Independent Accountants' Review Report

APACHE UNDERGROUND & EXCAVATING, LLC

STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED DECEMBER 31, 2017

CASH FLOWS FROM OPERATING ACTIVITIES:	
Net Income	$ 420,068
Adjustment to Reconcile Net Income to Net Cash Provided by Operations:	
Depreciation	186,696
(Increase) Decrease in:	
Accounts Receivable	3,799
Members' Receivable	180,717
Costs in Excess of Billings	(302,704)
Increase (Decrease) in:	
Accounts Payable	(23,012)
Accrued Expenses	5,962
NET CASH PROVIDED BY OPERATING ACTIVITIES	471,526
CASH FLOWS USED BY INVESTING ACTIVITIES:	
Purchases of Equipment	(48,464)
NET CASH USED BY INVESTING ACTIVITIES	(48,464)

APACHE UNDERGROUND & EXCAVATING, LLC

STATEMENT OF CASH FLOWS (Cont'd.)

FOR THE YEAR ENDED DECEMBER 31, 2017

CASH FLOWS USED BY FINANCING ACTIVITIES:	
Repayments on Notes Payable	$ (99,314)
Members' Distributions	(186,421)
NET CASH USED BY FINANCING ACTIVITIES	(285,735)
NET INCREASE IN CASH	137,327
CASH AT BEGINNING OF THE PERIOD	270,184
CASH AT END OF THE PERIOD	$ 407,511

SUPPLEMENTAL DISCLOSURES:

INTEREST AND INCOME TAXES PAID:

Cash paid for interest and income taxes were as follows:

Interest	$ 17,291
Income Taxes	$ -

NON-CASH INVESTING AND FINANCING ACTIVITIES:

Purchase of large equipment with debt financing	$ 107,015

See Accompanying Notes and Independent Accountants' Review Report

APACHE UNDERGROUND & EXCAVATING, LLC

NOTES TO THE FINANCIAL STATEMENTS

DECEMBER 31, 2017

NOTE-1: SUMMARY OF THE SIGNIFICANT ACCOUNTING POLICIES AND NATURE OF OPERATIONS

BUSINESS PURPOSE AND HISTORY

Apache Underground & Excavating, LLC, was organized February 20, 2009, in the state of Arizona. The principal business of the entity is commercial construction and engineering. The Company has two members.

The Company maintains all plant, equipment and facilities within Arizona. The majority of all products sold are delivered to a geographical area within the state of Arizona. The Company's customers are principally contractors in the construction industry.

PERCENTAGE OF COMPLETION METHOD

The Company recognizes revenues from construction contracts on the percentage-of-completion method, measured by the percentage of cost incurred to date compared to the estimated total cost for each contract. That method is used because management considers total cost to the be the best available measure of progress on the contracts. Because of inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates used will change within the near term.

Contract costs include all direct material, labor and subcontract costs, and those indirect costs related to contract performance, such as indirect labor, supplies, tools and repairs. Selling, general, administrative costs and depreciation are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and income, which are recognized in the period in which the revisions are determined. Changes in estimated job profitability resulting from job performance, job conditions, contract penalty provisions, claims, change orders, and settlements are accounted for as changes in estimates in the current period.

The asset, "Costs & Earnings in Excess of Billings", represents costs incurred and revenue recognized in excess of amounts billed, if any. The liability, "Billings in Excess of Costs & Earnings", represents billings in excess of the costs incurred to date, plus revenues recognized, if

CASH AND CASH EQUIVALENTS

For purposes of balance sheet presentation and reporting of cash flows, the Company considers all unrestricted demand deposits, money market funds, and highly liquid debt instruments with a maturity of less than ninety (90) days to be cash and cash equivalents.

NOTE-1: SUMMARY OF THE SIGNIFICANT ACCOUNTING POLICIES AND NATURE OF OPERATIONS (cont'd)

ACCOUNTS RECEIVABLE

The accounts receivable balance shown represents the total trade receivables due Apache Underground & Excavating, LLC, as of December 31, 2017.

BAD DEBT EXPENSES

Management has elected to record bad debts using the direct write-off method. Generally accepted accounting principles require that the allowance method be used to reflect bad debts. However, management believes the effect of the use of the direct write-off method is not materially different from the results that would have been obtained had the allowance method been followed. For the year ended December 31, 2017, the Company recorded bad debt expense in the amount of $3,242.

PROPERTY AND EQUIPMENT

Property and equipment are stated at cost. Major expenditures for property and those, which substantially increase the useful lives thereof, are capitalized. Maintenance, repairs, and minor renewals are expensed as incurred. When assets are retired or otherwise disposed of, their costs and related accumulated depreciation are removed from the accounts and resulting gains or losses are included in income.

DEPRECIATION

Property and equipment are depreciated using accelerated cost methods. Management believes that these methods closely approximate the estimated useful life of the assets; therefore, no departure from generally accepted accounting principles is reflected herein.

Item	Range of Life in Years
Equipment	3-5
Office Equipment	5-7

Depreciation expense for the year ended December 31, 2017 was $186,696.

ADVERTISING COSTS

The Company expenses advertising costs as incurred. Total advertising expense was $2,362 for the year ended December 31, 2017.

NOTE-1: SUMMARY OF THE SIGNIFICANT ACCOUNTING POLICIES AND NATURE OF OPERATIONS (cont'd)

INCOME TAX REPORTING

The Company, with the consent of its members, elected under the Internal Revenue Code to be taxed as an S Corporation effective for the year beginning January 1, 2013. Under the provisions for an S Corporation, the Company does not pay corporate income taxes on its taxable income. In lieu of corporate income taxes, the members are taxed on their proportionate share of the Company's taxable income. Therefore, no provision for income taxes is disclosed herein. Tax returns are subject to examination by taxing authorities and returns for fiscal years 2012 - 2017 remain open.

USE OF ESTIMATES

The preparation of financial statements in conformity with Generally Accepted Accounting Principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

CONCENTRATIONS OF CREDIT RISK

The Company maintains cash balances at financial institutions. The balances, at times, may exceed federally insured limits. The Company maintains financial instruments in the form of trade accounts receivable that potentially subject the Company to concentration of credit risk. This is principally because the trade receivables are due from customers primarily located within the State of Arizona who are contractors in the construction industry.

At December 31, 2017, the Company did not have any outstanding Accounts Receivable. During the year ended December 31, 2017, the Company had three customers that comprised 91% of Sales, (36%, 35%, and 20%), respectively.

NOTE-2: COSTS AND ESTIMATED EARNINGS ON UNCOMPLETED CONTRACTS

The Company had three contracts in progress at December 31, 2017.

NOTE-3: RELATED PARTY TRANSACTIONS

NOTE RECEIVABLE, MEMBER

At December 31, 2017, the Company did not have a receivable from the members' of the Company.

NOTE-3: RELATED PARTY TRANSACTIONS (cont'd)

RENT

Rent included in operating expenses of $57,950 was paid for the year ended December 31, 2017 for use of real estate in operations. Included in this amount is $50,366 of rental payments to an entity under the control of Mark A. Gardner, a member. There is no long-term lease agreement associated with this rental.

NOTE-4: REVOLVING LINE OF CREDIT

The Company has in place a revolving line of credit agreement with an area bank for up to $100,000. This revolving line of credit has a fixed interest rate of 6.7%. The revolving line of credit is secured by the Company's assets. As of December 31, 2017, $100,000 is unused and available on this revolving line of credit.

NOTE-5: LONG-TERM DEBT

Description	Current Portion	Long-Term Portion
Payable to Caterpillar Financial, monthly payments of $2,544.97, including interest at 3.941%, secured by an excavator with a net book value of $-0- at December 31, 2017.	$ 26,223	$ 99,859
Payable to Bank of the West, monthly payments of $244.50, including interest at 6.99%, secured by a trailer with a net book value of $-0- at December 31, 2017.	1,938	13,154
Payable to Ally Bank, monthly payments of $839.62, including interest at 6.397%, secured by a truck with a net book value of $-0- at December 31, 2017.	8,256	23,933
Payable to Caterpillar Financial, monthly payments of $1,347.08, including interest at 3.724%, secured by a loader with a net book value of $-0- at December 31, 2017.	14,346	41,175

NOTE-5: LONG-TERM DEBT (cont'd)

Description	Current Portion	Long-Term Portion
Payable to Ditch Witch Financial, monthly payments of $692.75, including interest at 5.25%, secured by a compressor with a net book value of $-0- at December 31, 2017.	$ 7,175	$ 1,830
Payable to US Bank, monthly payments of $864.93, including interest at 3.95%, secured by a truck with a net book value of $-0- at December 31, 2017.	7,815	37,003
Payable to John Deere Financial, monthly payments of $2,762.42, including interest at 2.9%, secured by a loader with a net book value of $34,423 at December 31, 2017.	29,927	95,105
Payable to John Deere Financial, monthly payments of $2,972.65, including interest at 0%, secured by a truck with a net book value of $-0- at December 31, 2017.	35,672	71,343
Total	$ 131,350	$ 383,403

All notes are current and in good standing at the financial statement date.

Maturities of long-term debt are as follows:

December 31, 2018	$ 131,350
December 31, 2019	203,011
December 31, 2020	114,738
December 31, 2021	50,545
December 31, 2022	11,210
Thereafter	3,899
TOTAL	$ 514,753

NOTE-6: SUBSEQUENT EVENTS

Management has evaluated subsequent events through July 20, 2018, the date of this report.

APACHE UNDERGROUND & EXCAVATING, LLC

SCHEDULE OF OPERATING EXPENSES

FOR THE YEAR ENDED DECEMBER 31, 2017

OPERATING EXPENSES:

Advertising	$ 2,362
Automobile Expense	3,380
Bad Debt Expense	3,242
Bank Service Charges	76
Bidding Expense	221
Business Licenses & Permits	350
Clothing and Uniform Expense	2,281
Dues and Subscriptions	3,332
Employee Medical	289
Finance Charges	(1,177)
Insurance	49,713
Interest Expense	17,291
Legal & Accounting	5,560
License and Registration	6,575
Meals and Entertainment	7,723
Office Supplies	2,259
Outside Services	29,094
Payroll Expenses	38,212
Penalties	1,200
Postage & Delivery	45
Professional Fees	17,117
Rent Expense	57,950
Repairs	58,920
Safety Equipment	301
Service Charges	585
Shop Supplies	1,430
Taxes	39,747
Telephone	5,951
Training	1,023
Trash Removal	3,325
TOTAL OPERATING EXPENSES	$ 358,373

Apache Underground and Excavating, LLC
Balance Sheet
As of August 31, 2018

	Aug 31, 18
ASSETS	
Current Assets	
Checking/Savings	
Merrill Lynch-412-03310	300,000.00
Chase Checking Account	2,000.00
Az Central Credit Union	33,201.59
Business Member Share Acct	34.78
Business Money Mgr Acct	556.46
Total Checking/Savings	335,792.83
Accounts Receivable	
Accounts Receivable	333,502.46
Total Accounts Receivable	333,502.46
Other Current Assets	
Deposits	100.00
Total Other Current Assets	100.00
Total Current Assets	669,395.29
Fixed Assets	
Leasehold Improvements	67,785.69
Tool Storage Building	5,948.08
Vehicles	138,114.70
Computer/Cameras	3,172.99
Equipment	468,984.30
Office Furniture & Equipment	4,449.12
Dutchmen Travel Trailer	25,719.38
Machinery & Equipment	473,632.44
Accumulated Depreciation	-1,025,686.08
Total Fixed Assets	162,120.62
TOTAL ASSETS	**831,515.91**
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	97,672.38
Total Accounts Payable	97,672.38
Credit Cards	
CC Payable - Lowes	468.14
CC Payable - Chase Ink 2832	330.43
CC Payable - Citi 5010/6814	1,078.08
CC Payable - AMEX 1006	471.07
Total Credit Cards	2,347.72
Other Current Liabilities	
Payable/Receivable Crimson Oak	30,000.00
Payroll Liabilities	
941 Payable	1,817.96
SWT	859.11
Payroll Liabilities - Other	20.91
Total Payroll Liabilities	2,697.98
Current Portion L/T Debt	131,350.10
Total Other Current Liabilities	164,048.08
Total Current Liabilities	264,068.18

Apache Underground and Excavating, LLC
Balance Sheet
As of August 31, 2018

	Aug 31, 18
Long Term Liabilities	
N/P - JD Financial - 2018 JD BH	133,053.10
N/P - JDF-410L Backhoe-0775	83,234.07
N/P - JD Financial - 2017 JD BH	-85.57
N/P - 2016 Dodge Mega Cab	34,041.14
N/P - Cat Financial - Loader	46,007.16
N/P - Cat Financial	108,771.65
Less - Current Portion L/T Debt	-131,350.10
Total Long Term Liabilities	273,671.45
Total Liabilities	537,739.63
Equity	
Dividends - Shareholder	-140,500.00
Retained Earnings	25,299.23
Shareholder Distributions	-16,470.56
Net Income	425,447.61
Total Equity	293,776.28
TOTAL LIABILITIES & EQUITY	831,515.91

Apache Underground and Excavating, LLC
Profit & Loss
January 18 through August 31, 2018

		Jan 18 - Aug 31, 18
Ordinary Income/Expense		
Income		
Construction Income		1,198,989.71
Total Income		1,198,989.71
Cost of Goods Sold		
Bond Expense		15,258.00
Construction Materials Costs		266,375.45
Direct Labor		185,212.73
Equipment Rental for Jobs		10,579.29
Equipment Transport		3,240.00
Fuel		36,256.67
Other Construction Costs		5,228.90
Subcontractor Costs		53,134.22
Supplies - Job		5,721.12
Travel Expense		1,635.52
Total COGS		582,641.90
Gross Profit		616,347.81
Expense		
Salaries - Office		27,120.00
Employee Medical		120.00
Advertising and Promotion		1,012.65
Auto and Truck Expenses		5,845.73
Bank Service Charges		20.00
Bidding Expense		210.72
Business Licenses and Permits		110.00
Clothing & Uniform Expense		477.06
Contributions/Donations		234.00
Dues and Subscriptions		2,782.90
Finance Charges		962.12
Insurance Expense		16,998.33
Interest Expense		6,029.27
License and Registration		10,739.38
Meals and Entertainment		4,911.31
Office Supplies		1,670.92
Outside Services		7,519.64
Payroll Expenses		
Sick Pay	674.50	
Payroll Expenses - Other	17.75	
Total Payroll Expenses		692.25
Professional Fees		18,502.79
Rent Expense		37,150.00
Repairs & Maintenance		33,058.78
Safety Equipment		842.07
Service Charges		13.13
Shop Supplies		2,599.86
Taxes		
SUTA	1,764.96	
P/R Taxes	22,134.45	
Sales Tax	3,949.28	
Total Taxes		27,848.69
Telephone Expense		5,186.34
Training & Seminars		298.00
Trash Removal		378.00
Utilities		688.36
Total Expense		214,022.30
Net Ordinary Income		402,325.51

Apache Underground and Excavating, LLC
Profit & Loss
January 18 through August 31, 2018

	Jan 18 - Aug 31, 18
Other Income/Expense	
Other Income	
Interest Income - Other	85.27
Total Other Income	85.27
Other Expense	
Salaries - Officers	71,787.21
Ask My Accountant	924.48
Total Other Expense	72,711.69
Net Other Income	-72,626.42
Net Income	329,699.09

BID PROPOSAL FORM
TOWN OF FLORENCE
FLORENCE 12-INCH WATER LINE AUGMENTATION PHASE 2
PROPOSAL FORM

PROJECT IDENTIFICATION: Public Works: Water Line Improvements

CONTRACT IDENTIFICATION AND NUMBER: 111-18

THIS BID IS SUBMITTED TO: Town of Florence
775 North Main Street
Florence, AZ 85132

1. The undersigned bidder proposes and agrees, if this bid is accepted, to enter into an agreement with the Town of Florence in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the other terms and conditions of the contract documents. Contractors must have a current and valid SAM registration in order to be awarded a contract paid with federal funds.

2. Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation, those dealing with the disposition of bid security. This bid will remain subject to acceptance for thirty (30) days after the day of bid opening. Bidder will sign and submit the contract with the bonds and other documents required by the bidding requirements within ten (10) days after the date of Notice of Award.

3. In submitting this bid, bidder represents, as more fully set forth in the contract, that:
   a. Bidder has examined copies of all of the bidding documents and of the following Addenda (receipt of which is hereby acknowledged):

Date	Addendum Number
9-10-18	1
9-10-18	2
9-11-18	2 revised
9-12-18	3
9-17-18	4
9-17-18	5

   b. Bidder has familiarized himself/herself with the nature and extent of the contract documents, work, site, locality and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

c. Bidder specifies that the firm will not discriminate against employees or applicants for employment pursuant to the Governor's Executive Order 2009-9 and all other applicable state and federal laws, regulations and Executive Orders.

d. Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site. Bidder acknowledges that the Town does not assume responsibility for the accuracy or completeness of information and data shown or indicated in the bidding documents with respect to underground facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this bid for performance and furnishing of the work in accordance with the times, price and other terms and conditions of the contract documents.

e. Bidder has correlated the information known to the bidder, information and observations obtained from visits to the site, reports and drawings identified in the contract documents and all additional examinations, investigations, explorations, tests, studies and data with the contract documents.

f. Bidder has provided the Town written notice of all conflicts, errors, ambiguities or discrepancies that bidder has discovered in the contract documents and the written resolution thereof by Town is acceptable to bidder and the contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work for which this bid is submitted.

g. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and bidder has not sought by collusion to obtain for himself/herself any advantage over any other bidder or over the *Town*.

4. Bidder will complete the work in accordance with the contract documents for the following price:

Five hundred fifty thousand, one hundred ten and no/100 — dollars

5. Bidder agrees that the work will be fully completed and ready for final payment within **one hundred twenty *(120) calendar days*** after the date when the contract time commences.

6. Bidder accepts the provisions of the contract as to liquidated damages of ***$500 per day*** for each consecutive calendar day in the event of failure to complete the work within the times specified in the contract.

7. The following documents are attached to and made a condition of this bid:
   a. Required bid security in the form of Bid Bond
   b. Contractor Qualification Statement and supporting data
   c. Sub-contractor and Material Suppliers List
   d. Wage Rate Decision
   e. LS-2 Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements
   f. Certifications

8. Communications concerning this bid shall be addressed to:
   Name: Apache Underground & Excavating, LLC
   Address: P.O. Box 1130
   Lakeside, AZ 85929
   Phone: 928-537-7277

Submitted on (date): 9/20/18
State Contractor License No: ROC253882
Contractor DUNS No: 830810398

If bidder is:

An Individual

By (Signature of Individual):
Typed or Printed Name of Individual:
(dba):
Business Address:
Phone Number:

A Partnership

By (Firm's Name):
Signature of General Partner:
Typed or Printed Name of General Partner:
Business Address:
Phone Number:

A Corporation

By (Corporation's Name): Apache Underground & Excavating (Affix Seal)
State of Incorporation: Arizona
Signature of Authorized Signer: Melinda Gardner
Typed or Printed Name of Authorized Signer: Melinda Gardner
Business Address: P.O. Box 113 Lakeside, AZ 85929
Phone Number: 928-537-7277

PROPOSAL CHECK LIST

- ☒ Proposal Form
- ☒ Bid Bond, Certified Check or Cashier's Check
- ☒ Contractor's Qualification Statement with Supporting Documents
  - ☒ List of Most Representative Projects (Davis-Bacon identified)
  - ☒ Identification of Project Team and Crew Make-up
  - ☒ Resumes of Key Personnel
  - ☒ List of Current Major Project Commitments
  - ☒ Financial Statements
  - ☒ Credit References
- ☒ Sub-contractor and Material Suppliers List
- ☒ LS-2 – Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements
- ☒ Certifications

CERTIFICATIONS

CIVIL RIGHTS

The undersigned is fully aware that this contract is wholly or partially federally funded, and further, agrees to abide by the:

Civil Rights Act of 1964, Title VI, as amended, that provides no person on the basis of Race, Color or National Origin shall be excluded from participation, denied program benefits or subjected to discrimination.

And, Civil Rights Act of 1968, Title VIII, as amended, will not discriminate in housing on the basis of Race, Color, Religion, Sex or National Origin.

And, Rehabilitation Act of 1973, Section 503, as amended, which prohibits discrimination against individuals with disabilities and requires government contractors to take affirmative action to employ and advance in employment qualified individuals with disabilities.

And, Housing and Community Development Act of 1974, Section 109, as amended, that no person shall be excluded from participation (including employment), denied program benefits or subjected to discrimination on the basis of Race, Color, National Origin, Sex, Age, Religion and Disability under any program or activity funded in whole or part under Title I (CDBG) of the Act.

And, Age Discrimination Act of 1975, as amended, that no person shall be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funds.

And, Americans with Disabilities Act of 1990, as amended, that no covered entity shall discriminate against a qualified individual on the basis of disability in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training and other terms, conditions and privileges of employment.

And, Executive Order 11063, that no person shall, on the basis of Race, Color, Religion, Sex or National Origin, be discriminated against in housing and related facilities provided with federal assistance or lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.

And, Executive Order 11246, as amended, that no person shall be discriminated against, on the basis of Race, Color, Religion, Sex, Sexual Orientation, Gender Identity or National Origin, in any phase of employment during the performance of federal or federally assisted construction contracts awarded to contractors or subcontractors who do over $10,000 in government business in one (1) year.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers'

representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971].

EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES - SECTION 503

(if contract $10,000 or over)

1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices including the following:

a. Recruitment, advertising and job application procedures;

b. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

c. Rates of pay or any other form of compensation and changes in compensation;

d. Job assignments, job classifications, organizational structures, position descriptions, lines of progression and seniority lists;

e. Leaves of absence, sick leave or any other leave;

f. Selection and financial support for training including apprenticeship, professional meetings, conferences and other activities and selection for leaves of absence to pursue training;

g. Activities sponsored by the contractor including social or recreational programs; and

h. Any other term, condition or privilege of employment.

2. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

3. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (i.e. providing Braille or large print versions of the notice or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the Contractor, a Contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the Contractor provides computers, or access to computers, that can access the electronic posting to such employees or the Contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the Contractor to notify job applicants of their rights if the Contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the Contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment and shall not discriminate against individuals with physical or mental disabilities.
6. The Contractor must include the provisions of this clause in every subcontract or purchase order in excess of $10,000 unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
7. The Contractor must, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

PROCUREMENT OF RECOVERED MATERIALS

The undersigned is fully aware that this contract is wholly or partially federally funded and further by submission of this bid certifies that they will adhere to the requirements and specifications as outlined by the EPA at 40 CFR Part 247, Comprehensive Procurement Guideline for Products Containing Recovered Materials.

ACCESS TO RECORDS AND RECORDS RETENTION

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

1. The individual, sole proprietor, partnership, corporation and/or association agrees to permit the *Recipient, Consultants*, State of Arizona Department of Housing (ADOH), U. S. Department of Housing and Urban Development (HUD) and the Office of the Inspector General and/or their designated representatives to have access to all records for review, monitoring and audit during normal working hours.

2. The individual, sole proprietor, partnership, corporation and/or association agrees to retain all records for at least three (3) years following the grant contract closeout between HUD and ADOH or the resolution of all audit findings, whichever is later.

CONFLICT OF INTEREST

The undersigned is fully aware that this contract is wholly or partially federally funded and further, by submission of the bid or proposal that the individual or firm, certifies that:

1. There is no substantial interest, as defined by Arizona Revised Statute §§38-503 through 505, with any public official, employee, agency, commission or committee with the *Recipient* or *Consultants*.

2. Any substantial interest, as defined by Arizona Revised Statute §§38-503 through 505, with any public official, employee, agency, commission or committee (including members of their immediate family) with the *Recipient* or *Consultants* that develops at any time during this contract will be immediately disclosed to the *Recipient* and *Consultants*.

ANTI-LOBBYING

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this Certification be included in the award documents for all sub-awards to all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

CERTIFICATIONS SIGNATURE FORM

Return this page with proposal.

These Certifications (Civil Rights, Equal Employment Opportunity, Equal Opportunity for Workers with Disabilities - Section 503, Procurement of Recovered Materials, Access to Records and Records Retention, Conflict of Interest, Anti-Lobbying) are a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of these Certifications is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required Certifications shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Melinda Gardiner
(Typed Name of Official)

Melinda Gardiner
(Signature of Official)

Apache Underground + Excavating
(Typed Name of Firm)

9-18-18
(Date)

THIS PROJECT IS IN WHOLE OR IN PART FEDERALLY FUNDED AND THE SUCCESSFUL BIDDER WILL BE REQUIRED TO ADHERE TO SECTION 3 PROVISIONS

The Town of Florence will monitor compliance with Section 3 provisions and standards. The successful bidder will be required to complete the following forms in order to comply. A brief explanation of the form and when the form is to be submitted to the Town is listed below. Should you have any questions concerning Section 3 or the forms to be submitted, please feel free to contact Town of Florence, Jennifer Evans at phone number 520-868-7549; or email: Jennifer.evans@florenceaz.gov.

S3B-1 **Section 3 Assurance** (1 page)

This form is to be completed by the contractor and **submitted as a part of the bid package or within three (3) days of contract award.** Completion of this form provides assurance that the contractor will comply with Section 3 requirements.

S3B-2 **Estimated Project Work Force Breakdown** (1 page)

This form is to be completed by the contractor and **submitted as a part of the bid package or within three (3) days of contract award.** This form identifies additional positions needed to complete the Section 3 covered project.

S3B-3 **Section 3 Business Self-Certification** (1 page)

This form is to be completed by the contractor if applicable, and **submitted as a part of the bid package or within three (3) days of contract award.** The bidder completes this form to qualify as a Section 3 business concern.

SUB-CONTRACTORS AND MATERIAL SUPPLIERS LIST

The Contractor shall list below all qualified subcontractors and material suppliers for this project.

Specialty	Sub-contractor/Material Supplier Name	License #
Materials	Dana Kepner	—
Materials	Fortiline	—
Asphalt	C+L Asphalt Patching	ROC190235
Concrete	Peters Concrete	ROC294776

Recipient: Apache Underground + Excavating Contract No.: _____
Activity No.: _____ Activity Name: _____

LS-2: CONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

1. I, the undersigned, am submitting a bid to (**name of recipient**): Town of Florence for the construction of the (**name of project**): 12" waterline Rusmentation Phase 2 and hereby acknowledge that the following items are included in the bid and will also be incorporated by reference into the contract, should I be selected as the contractor for the project.

   a. Labor Standards Provisions (HUD 4010);

   b. Wage Decision # AZ180020 Modification # 4; Bid Open Date 9-20-18 and that

   c. the correction of any infractions of the aforesaid conditions, including infractions by any of my sub-contractors and any lower tier sub-contractors, is my responsibility.

2. I hereby certify that:

   a. To the best of my knowledge, neither I nor any firm, partnership or association in which I have a substantial interest, is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR. Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended [40 U.S.C. 276a-2(a)].

   b. No part of the aforementioned contract is or will be sub-contracted to any sub-contractor, if such sub-contractor or firm, corporation, partnership or association in which such sub-contractor has a substantial interest is, to the best of my knowledge, designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. I agree to obtain and forward to the aforementioned grantee a Sub-contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by each and every sub-contractor, preferably prior to or where circumstances do not allow within ten (10) days after the execution of any sub-contract, including those executed by his/her sub-contractors and any lower tier sub-contractors.

4. Further, I certify that:

   a. The demographic and business information of the undersigned are:

Contractor Information									
Amount of Contract	Type of Trade Code *	Racial Code *	Hispanic (Y/N)	Women Owned (Y/N)	IRS Tax ID #	DUNS #	Section 3 (Y/N)	Construction Firm Legal Name Address, City, State, Zip	AZ License #
$ 550,110.00	3	16	N	Y	26-430 1039	83088 03980	N	**Apache Underground & Excavating, LLC** P.O. Box 113 Lakeside, AZ 85929	ROC 253 882

* ***See Demographic and Trade Code table below for information***

Demographic and Trade Codes	
Race	***Type of Trade Code***
11 White	1 New Construction
12 African American	2 Education/Training
13 Asian	3 Other (i.e. rehabilitation, administration, professional, public services)
14 American Indian or Alaskan Native	
15 Native Hawaiian or other Pacific Islander	
16 American Indian or Alaskan Native and White	
17 Asian and White	
18 African American and White	
19 American Indian or Alaskan Native and White	
20 Other Multi-racial	

b. The undersigned is:

☐ a sole proprietorship;

☐ a partnership;

☒ a corporation organized in the State of Arizona; or

☐ another organization (describe) _____

c. The name, title and address of the owners, partners or officers of the undersigned are (list any other legal names/doing business as (dba)):

NAME	TITLE	ADDRESS
Melinda Gardner	President	10141 Crimson Oak Lakeside, AZ 85929
Mark Gardner	Secretary	same ↑

d. The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned and the nature of the interest, are: (indicate if NONE)

NAME	ADDRESS	NATURE OF INTEREST
none		

e. The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are: (indicate if NONE)

NAME	ADDRESS	TRADE CLASSIFICATION
none		

5. I hereby certify that I have the legal authority to complete and submit this document on behalf of:
   a. Name of Contractor: Apache Underground + Excavating
   b. Signature (**in ink**): Melinda Gardner
   c. Typed or Printed Name: Melinda Gardner
   d. Title: President
   e. Date: 9-18-18

WARNING: U.S. Criminal Code, Section 1010, Title 18, U.S.C. provides in part: "Whoever...makes, passes, utters or publishes any statement, knowing the same to be false...shall be fined under this title or imprisoned not more than two (2) years, or both."

Apache

ADDENDUM #4

PHASE 2A - Station 80+00 to 91+87.81 (Park St. to 6th St.)

Project Name: Florence 12-inch Augmentation phase 2
Project No.: 486.05
Location: Florence, Arizona
Description: System Upgrades

Prepared by: CWL **Date:** 6/19/2018
Checked by: TMB **Date:**
Client: City of Florence

Item No.	Item Description	Unit	Quantity	Unit Price	Amount	Remarks
1	12-inch P.V.C. Pipe	LF	1,200	98	117,600	
2	12-inch D.I.P. Pipe	LF	60	120	72,00	
3	6-inch D.I.P. Pipe	LF	50	60	3,000	
4	Pipeline connections to existing system	EA	2	3000	6,000	Assumes no valves needed
5	Asphalt Replacement	SY	530	66	34980	Assumes pipeline installed in pavement with 4-ft trench and additional area called out on plans.
6	1" Air Release Valve	LS	2	1500	3,000	Includes vault and pipe
7	New 6" Fire hydrant	LS	3	5,000	15,000	Includes 6" DIP riser pipe
8	6" Gate Valve B & C	LS	3	900	2700	
9	12" Gate Valve B& C	LS	3	4,000	12,000	
10	12" Tapping Sleeve	LS	1	7000	7000	Includes Tap
11	Fire Hydrant Removal	EA	1	900	900	
12	Curb and Sidewalk replacement	SY	5	300	1500	
13	Concrete Encased Sewer	EA	2	3000	6000	
14	Traffic Control	LS	1	4000	4000	
	Subtotal				220,880	

PHASE 2B - Station 62+00 to 80+00 (6th St. to Phase 3)

Project Name: Florence 12-inch Augmentation phase 2
Project No.: 486.05
Location: Florence, Arizona
Description: System Upgrades

Prepared by: CWL **Date:** / /2018
Checked by: TMB **Date:**
Client: City of Florence

Item No.	Item Description	Unit	Quantity	Unit Price	Amount	Remarks
1	12-inch P.V.C. Pipe	LF	1,800	90	162,000	
2	12-inch D.I.P. Pipe	LF	30	120	3,600	
3	6-inch D.I.P. Pipe	LF	103	60	6,180	
4	Service Tie Overs	EA	9	1000	9,000	Including 1-inch poly service lines
5	Abandonment of Existing 4-inch	LS	2	800	1,600	Assumed to be abandoned in place with no grouting
6	Pipeline connections to existing system	EA	1	3000	3,000	Assumes no valves needed
7	Asphalt Replacement	SY	1,270	50	63,500	Assumes pipeline installed in pavement with 4-ft trench and additional area called out on plans.
8	1" Air Release Valve	LS	2	1500	3,000	Includes vault and pipe
9	New 6" Fire hydrant	LS	4	5000	20,000	Includes 6" DIP riser pipe
10	6" Gate Valve B & C	LS	5	900	4,500	
11	12" Gate Valve B& C	LS	8	4000	32,000	
12	12" Tapping Sleeve	LS	0	7000	0	Includes Tap
13	Fire Hydrant Removal	EA	4	900	3600	
14	Curb and Sidewalk replacement	SY	15	350	5,250	
15	Concrete Encased Sewer	EA	2	3000	6,000	
16	Traffic Control	LS	1	6000	6,000	
	Subtotal				329230	
	Contingencies (20%)					
	TOTAL PROJECT COSTS				550,110	

QUANTITY	UNIT PRICE			
1200	$ 98.00	$ 117,600.00		
60	$ 120.00	$ 7,200.00		
50	$ 60.00	$ 3,000.00		
2	$ 3,000.00	$ 6,000.00		
530	$ 66.00	$ 34,980.00		
2	$ 1,500.00	$ 3,000.00		
3	$ 5,000.00	$ 15,000.00		
3	$ 900.00	$ 2,700.00		
3	$ 4,000.00	$ 12,000.00		
1	$ 7,000.00	$ 7,000.00		
1	$ 900.00	$ 900.00		
5	$ 300.00	$ 1,500.00		
2	$ 3,000.00	$ 6,000.00		
1	$ 4,000.00	$ 4,000.00	$ 220,880.00	SUB
1800	$ 90.00	$ 162,000.00		
30	$ 120.00	$ 3,600.00		
103	$ 60.00	$ 6,180.00		
9	$ 1,000.00	$ 9,000.00		
2	$ 800.00	$ 1,600.00		
1	$ 3,000.00	$ 3,000.00		
1270	$ 50.00	$ 63,500.00		
2	$ 1,500.00	$ 3,000.00		
4	$ 5,000.00	$ 20,000.00		
5	$ 900.00	$ 4,500.00		
8	$ 4,000.00	$ 32,000.00		
0	$ 7,000.00	$ -		
4	$ 900.00	$ 3,600.00		
15	$ 350.00	$ 5,250.00		
2	$ 3,000.00	$ 6,000.00		
1	$ 6,000.00	$ 6,000.00	$ 329,230.00	
		$ 550,110.00		

1200	98	117600	
60	120	7200	
50	60	3000	
2	3000	6000	
530	66	34980	
2	1500	3000	
3	5000	15000	
3	900	2700	
3	4000	12000	
1	7000	7000	
1	900	900	
5	300	1500	
2	3000	6000	
1	4000	4000	220880
1800	90	162000	
30	120	3600	
103	60	6180	
9	1000	9000	
2	800	1600	
1	3000	3000	
1270	50	63500	
2	1500	3000	
4	5000	20000	
5	900	4500	
8	4000	32000	
0	7000	0	
4	900	3600	
15	350	5250	
2	3000	6000	
1	6000	6000	329230
			550110

CONSTRUCTION CONTRACT

CONTRACT AGREEMENT

THIS AGREEMENT, entered into this 15 day of October, 20 18, by and between the TOWN OF FLORENCE, County of Pinal, State of Arizona (hereinafter called the "TOWN") acting herein by the Mayor of the Town of Florence, hereunto duly authorized, and Apache Underground & Excavating, LLC (hereinafter called the "CONTRACTOR") acting herein _____ hereunto authorized.

WITNESSETH THAT:

The TOWN desires to engage the CONTRACTOR to render construction services for the Florence 12-inch Water Line Augmentation Phase 2, Contract #111-18

NOW, THEREFORE the parties do mutually agree as follows:

1. Work

CONTRACTOR shall complete all work as specified or indicated in the contract documents. The work is generally described as follows:

Replace approximately 3,000 LF of 6-inch water line with 12-inch PVC and DIP pipe. Install connections to existing system. Install valves, fire hydrants, tapping sleeves, and concrete encased sewer. Replace curb, sidewalk, asphalt, and customer service lines as necessary.

2. Access to Information

It is agreed that all information, data reports, records and plans as are existing, available and necessary for carrying out of the work outlined above have been furnished to the CONTRACTOR by the TOWN and its agencies. CONTRACTOR hereby acknowledges receipt of same. No charge will be made to the CONTRACTOR for such information and the TOWN and its agencies will cooperate with the CONTRACTOR in every way possible to facilitate the performance of the work described in addendum.

3. Project Manager - Administration

The TOWN is designated as project manager. The project manager shall be empowered to perform all administrative functions as required for management of the project and verification of compliance with ADOH requirements.

4. Contract Times

The work will be completed and ready for final payment within one hundred twenty *(120)* calendar days of the date in the Notice to Proceed.

5. Liquidated Damages

TOWN and CONTRACTOR recognize that time is of the essence of this Agreement and that the TOWN will suffer financial loss if the work is not completed within the time specified. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the TOWN if the work is not completed on time. Accordingly, instead of requiring any such proof, the TOWN and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the TOWN $500.00 for each day that expires after the time specified for final completion until the work is complete and ready for final payment.

6. Compensation and Method of Payment

The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed: [$]. Originals of the Applications for Payment are to be submitted no later than the first day of the month to:

Town of Florence
Attention: Finance
P. O. Box 2670
Florence, AZ 85132

Additionally, no later than the first day of the month, a copy of the Application for Payment is to be emailed to: Timm Wainscott, PROJECT MANAGER, Town of Florence at timm.wainscott@florenceaz.gov; and Jennifer Evans, Management Analyst, Town of Florence at Jennifer.evans@florenceaz.gov. On a weekly basis, the PROJECT MANAGER shall verify compliant completion of all necessary documentation required by ADOH, including but not limited to, federal Labor Standards/Davis-Bacon.

The TOWN and CONTRACTOR mutually agree that the TOWN will make a progress payment based on a duly certified and approved (by a duly authorized representative of the TOWN) estimate of the work covered by the corresponding Application for Payment, subject to those conditions stipulated below and in other parts of the contract documents.

The TOWN will make payments in the amount equal to ninety percent (90%) of work completed (i.e. TOWN will retain ten percent (10%) of each estimate as additional guarantee for complete performance of the work), less the aggregate of payments previously made and

less such deductions as TOWN determines are appropriate to cover claims requiring a greater sum to be retained.

Except as qualified above, upon final completion and acceptance of the work or designated part of the work on which separate final completion and acceptance and contract price are specified and upon compliance with other terms and conditions of the contract documents, payment may be made in full, including retainage withheld less such deductions as he TOWN may withhold to cover claims requiring a greater sum to be retained and liquidated damages.

The TOWN may deduct from each progress payment and final payment an amount equal to the TOWN's estimate of the liquidated damages then due or that would become due based on the TOWN's estimate of late completion of the work if CONTRACTOR fails to submit and implement a written schedule recovery plan describing the cause of schedule slippage or delayed progress and the actions proposed to recover schedule.

7. Indemnification

CONTRACTOR shall comply with the requirements of all applicable laws, rules and regulations and shall exonerate, indemnify and hold harmless the TOWN and its agency members and the State of Arizona Department of Housing (ADOH) from and for any violation caused by him and shall assume full responsibility for payment of federal, state and local taxes on contributions imposed or required under the Social Security, workmen's compensation and income tax laws.

8. Miscellaneous Provisions

a. This Agreement shall be construed under and in accordance with the laws of the State of Arizona and all obligations of the parties created hereunder are performable in Pinal County, Arizona.

b. This Agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

c. In any case one (1) or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable said holding shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

e. This Agreement may be amended only by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

9. Project Familiarity and Identification of Conflicts

In order to induce the TOWN to enter into this Agreement, CONTRACTOR makes the following representation:

a. CONTRACTOR has familiarized himself/herself with the nature and extent of the contract documents, work, site, locality and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.

b. CONTRACTOR has given the TOWN a written notice of all conflicts, errors or discrepancies discovered in the contract documents and the written resolution thereof by the TOWN is acceptable to the CONTRACTOR.

c. CONTRACTOR has examined and carefully studied the contract documents and other related data identified in the bidding documents including “technical data”.

d. CONTRACTOR is familiar with and satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.

10. Insurance

Certificate(s) of Insurance naming the TOWN as co-insured verifying the minimum coverages as listed below shall be delivered as specified in the Notice of Award prior to issuance of the Notice to Proceed:

COMPLETE THE FOLLOWING INSURANCE REQUIREMENTS AFTER CONSULTATION WITH LEGAL COUNSEL.

- Workers' Compensation (statutory)
- Protective Bodily Injury
- Personal Property
- Automobile Bodily Injury and Property Damage

11. Timely Submission of Labor Standard Forms

All forms necessary for compliance with the Davis-Bacon Wage Act shall be delivered to the TOWN prior to issuance of the Notice to Proceed and on a weekly basis during construction.

12. Contract Documents

The contract documents which comprise the entire agreement between the TOWN and the CONTRACTOR concerning the work consist of the following:

1. This Agreement pages 29 to 70
2. Exhibit A: Terms & Conditions
3. Certifications
4. Performance, Payment and other Bonds
5. Notice to Proceed
6. General Conditions and Supplementary Conditions
7. Specifications and drawings incorporated in the bidding documents
8. Bidding documents including addenda acknowledged in CONTRACTOR bid.

13. Terms and Conditions

This Agreement is subject to the provisions entitled “Terms and Conditions” attached hereto and incorporated by reference herein as Exhibit A. This Addendum shall be interpreted as if Exhibit A were printed in full herein.

14. Certifications

This Agreement is subject to the provisions entitled “Certifications” which were submitted by the CONTRACTOR in the bid dated _____**, 2018** and are incorporated by reference herein and shall be interpreted as if the Certifications were printed in full herein.

IN WITNESSETH HEREOF, the parties have hereunto set their hands and seals.

Approved as to Form:	TOWN OF FLORENCE
_____	_____
Clifford L. Mattice, Town Attorney	Tara Walter, Mayor
ATTEST:	CONTRACTOR:
_____	_____
Lisa Garcia, Town Clerk	President

EXHIBIT A: TERMS AND CONDITIONS

1. Termination of Contract

a. If, for any reason, the CONTRACTOR shall fail to fulfill in a timely and proper manner his/her obligations under this contract or if the CONTRACTOR shall violate any of the covenants, agreements or stipulations of this contract, the TOWN shall thereupon have the right to terminate the contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof. In such event, all finished or unfinished site or structural improvements, as well as all materials or equipment acquired or stored by the CONTRACTOR under this contract shall, at the option of the TOWN, become TOWN'S property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

   Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the TOWN for damages sustained by the TOWN by virtue of any breach of the contract by the CONTRACTOR and the TOWN may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the TOWN from the CONTRACTOR is determined.

b. The TOWN may terminate this contract at any time **by giving at least ten (10) days** written notice to the CONTRACTOR. If the contract is terminated by the TOWN as provided herein, the CONTRACTOR will be paid as provided in this Addendum for the time expended and expenses incurred up to the termination date. If this contract is terminated due to the fault of the CONTRACTOR, Paragraph 1.a hereof relative to termination shall apply.

c. This contract may be terminated per A.R.S. §38-511, Conflict of Interest.

2. Sanction, Penalties and Debarment

A breach of the contract provisions concerning violations of federal labor standards may be grounds for termination of the contract and result in sanctions, penalties including liquidated damages and/or debarment of the contractor.

3. Changes

The TOWN may request changes in the scope of the services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONTRACTOR's compensation, which are mutually agreed upon by and between the TOWN and the CONTRACTOR, shall be incorporated in written amendments to this contract.

4. **Personnel**

   a. The CONTRACTOR represents that he/she has, or will secure at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the TOWN.

   b. All of the services required hereunder will be performed by the CONTRACTOR or under his/her supervision and all personnel engaged in the work shall be fully qualified, authorized and permitted for such work under state and local law to perform such services.

   c. None of the work or services covered by this contract shall be sub-contracted without the prior written approval of the TOWN. Any work or services sub-contracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

5. **Assignability**

   The CONTRACTOR shall not assign any interest on this contract and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the TOWN thereto: provided, however, that claims for money by the CONTRACTOR from the TOWN under this contract may be assigned to a bank, trust company or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the TOWN.

6. **Reports and Information**

   The CONTRACTOR, at such times and in such forms as the TOWN may require, shall furnish the TOWN such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith and any other matters covered by this contract.

7. **Records Maintenance and Retention**

   The CONTRACTOR shall maintain accounts and records including personnel, property and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the TOWN to assure proper accounting for all project funds, both federal and non-federal shares. These records will be retained for at least three (3) years following the grant contract closeout between ADOH and U.S. Department of Housing and Urban Development (HUD) unless permission to destroy them is granted in writing by the TOWN.

8. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the CONTRACTOR under this contract are confidential and the CONTRACTOR agrees that they shall not be made available to any individual or organization without the prior written approval of the TOWN, ADOH or HUD.

9. Copyright

No report, plan, drawing or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the CONTRACTOR.

10. Compliance with Local Laws

The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the state and local governments and the CONTRACTOR shall save the TOWN harmless with respect to any damages arising from any tort done by the CONTRACTOR or representatives in performing any of the work embraced by this contract.

11. Section 3 Compliance with the Provision of Training, Employment and Business Opportunities

a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. The CONTRACTOR agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the CONTRACTOR'S commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference shall set forth minimum number and job titles subject to hire; availability of apprenticeship and training positions; the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The CONTRACTOR agrees to include this Section 3 clause in every sub-contract subject to compliance with regulations in 24 CFR part 135 and agrees to take appropriate action, as provided in an applicable provision of the sub-contractor in this Section 3 clause, upon a finding that the sub-contractor is in violation of the regulations in 24 CFR part 135. The contractor will not sub-contract with any sub-contractor where the CONTRACTOR has notice or knowledge that the sub-contractor has been found in violation of the regulations in 24 CFR part 135.

e. The CONTRACTOR will certify that any vacant employment positions, including training positions, that are filled: 1) after the CONTRACTOR is selected but before the contract is executed; and 2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: 1) preference and opportunities for training and employment shall be given to Indians; and 2) preference in the award of contracts and sub-contracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible but not in derogation of compliance with Section 7(b).

12. CONTRACTOR will comply with the requirements of the 2010 ADA Standards for Accessible Design.

13. Interest of Members of a TOWN Governing Body

No member of the governing body of the TOWN and no other officer, employee or agent of the TOWN who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct, or indirect, in this contract and the CONTRACTOR shall take appropriate steps to assure compliance.

14. Interest of Other Local Public Officials

No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract and the CONTRACTOR shall take appropriate steps to assure compliance.

15. Interest of CONTRACTOR and Employees

The CONTRACTOR covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The CONTRACTOR further covenants that no person having any such interest shall be employed in the performance of this contract.

16. Access for Persons with Disabilities

In performing all construction CONTRACTOR agrees to comply with the 2010 ADA Standards for Accessible Design. CONTRACTOR represents that he understands said standard specifications and same are incorporated herein by this reference.

17. Clean Air Act, Clean Water Act

The CONTRACTOR shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and EPA regulations which prohibit the use of non-exempt federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The provision requires reporting of violations to the USEPA Assistant Administrator for Enforcement.

18. Mandatory Standards and Policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

19. Federal Labor Standards Provisions

This agreement is subject to the Federal Labor Standards Provisions, Davis-Bacon Act of 1931, contract Work Hours and Safety Standards Act of 1962, Copeland Act of 1934 and the Fair Labor Standards Act of 1939.

The CONTRACTOR agrees to comply with the Federal Labor Standards Provisions (HUD Form 4010) which is incorporated by reference herein. The CONTRACTOR shall supply information to the TOWN as necessary for monitoring of compliance to include, but not be limited to, submission of Labor Standard Forms included in the bid package, on-site inspections, investigations and/or enforcement by the TOWN. The CONTRACTOR agrees to comply with Wage Rate Determination included in the bid package and incorporated by reference.

	TOWN OF FLORENCE COUNCIL ACTION FORM	**AGENDA ITEM 12**

MEETING DATE: October 15, 2018

DEPARTMENT: Administration Team

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

SUBJECT: Kokopelli Moon Saloon Informational Update

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

☐ **Other**

STRATEGIC PLAN REFERENCE:

☒ Community Vitality ☒ Economic Prosperity ☒ Leadership and Governance
☐ Partnership and Relationships ☐ Transportation and Infrastructure
☐ Statutory ☐ None

RECOMMENDED MOTION/ACTION:

Historic District Advisory Commission:

Discussion and possible action of the Historic District Advisory Commission to support an emergency demolition permit, abatement, remediation, removal and disposal of any structures (including debris) formerly constituting the Kokopelli Moon Saloon, Tax Parcel No. 200-49-017A, located at 255 N. Main Street, Florence, Arizona.

Town Council:

Discussion and Possible action to authorize the Town Manager to use the City of Tucson Contract No. 18194601 Job Order for Demolition Services to solicit, negotiate, and enter into a contract with the selected vendor(s) in an amount not to exceed $300,000 for demolition, abatement, remediation, removal and disposal of any structures (including debris) formerly constituting the Kokopelli Moon Saloon (APN 200-49-017A) located at 255 N. Main Street, Florence.

Discussion and possible action of the Florence Town Council authorizing the Town Manager, the Town's Attorneys and other representatives of the Town, on behalf of the Town of Florence, without further order of the Mayor and Common Council of the Town, to do all such acts and things, including full prosecution seeking demolition, remediation, abatement, removal and disposal of any structures (including debris) formerly constituting the Kokopelli Moon Saloon, Tax Parcel No. 200-49-017A located at 255 N. Main Street, Florence, Arizona, (the "Property") and to pursue any and all

actions including executing, filing and delivering all such notices, assessments, complaints, appeals, liens, certificates, recordings, filings, pleadings, correspondence, proceedings, agreements and other documents as may be necessary or convenient to be executed, filed and delivered on behalf of the Town in order to carry out the demolition, abatement, remediation and removal of any structures (including debris) formerly constituting the Kokopelli Moon Saloon, including the assessment, recording, lien, foreclosure, sale or purchase of the Property to satisfy liens.

BACKGROUND/DISCUSSION:

The owner of the Kokopelli Moon Saloon is Florence Ironhorse Rodeo Consortium, LLC. The statutory agent for the LLC is Mathew Ritter, Attorney at Law.

There have been two fires at the Kokopelli Moon Saloon. The first fire occurred on June 8, 2018. The second fire occurred on June 26, 2018 Since that time, Town staff has been communicating with the LLC's statutory agent to attempt to clear the debris.

The Town provided Mr. Ritter with notice that the Town was hiring an engineer to assess the structural integrity of the remaining elements of the building and any mitigation requirements for the damaged structures until permanent improvements are performed. The Town provided Mr. Ritter with a copy of the structural engineering report.

On July 27, 2018, Mr. Ritter was provided 60 days to shore the building to mitigate the potential of the exterior walls collapsing and noticed that the property needed to be cleaned of all the debris per the International Property Management Code. The letter included information from the Town Code, Section 150.066, the requirements for the demolition of a historic building. The letter noted that a wall failure could result in serious injury or fatality, and therefore shoring would be required immediately. Due to the lack of response to the Town's communications, the Town is forced to complete the abatement and demolish the structures on the property in order to secure the safety and welfare of the citizens of the Town.

Pursuant to Town Code Section 93.03, the Town is providing a 30-day notice of intent to abate the public nuisance and securing a contractor to demolish the building at a cost not to exceed $300,000. The owner, Florence Ironhorse Rodeo Consortium, LLC, will have 30 days to make the necessary repairs or file an appeal. If the Owner's statutory agent does not appeal within a 30-day period, the Town will proceed with filing a court action to proceed in demolishing the structure located at 255 N. Main Street and clearing all debris. The Town will then file a lien against the property for all costs associated with the structural reports, safety management, removal of the structure, and lot clearing.

We have invited the Historic District Advisory Commission (HDAC) to attend the meeting and act on this matter simultaneously with the Florence Town Council. The requirements for demolition within the Historic District do not apply for a police action to

abate a nuisance and the Town Manager is instructed to proceed in accordance with Arizona State Statutes and Town Code for demolition of an unsafe structure as a nuisance. The reason this action is requested is to preserve the health, safety, and welfare of the citizens and remedy the immediate risk to surrounding buildings. If this were not an immediate risk the Historic District Advisory Commission, upon request of the property owner would have the following rights:

- 30 days to review the application.
- Require a cost and/or benefit analysis of the proposed demolition with the information found in § 32.070 (D)(3).
- Require that 180 days be given to sell the building to a new owner if the current owner wants to demolish but it has been determined that it is economically feasible to preserve the building. § 150.066(L) Town of Florence Ordinance.

Every day the building is left standing it poses a potential risk to the health and safety of the citizens of the Town. Therefore, staff requests the following actions:

- Discussion and possible action of the Historic District Advisory Commission to support an emergency demolition permit, abatement, remediation, removal and disposal of any structures (including debris) formerly constituting the Kokopelli Moon Saloon, Tax Parcel No. 200-49-017A, located at 255 N. Main Street, Florence, Arizona.

- Discussion and Possible action to authorize the Town Manager to use the City of Tucson Contract No. 18194601 Job Order for Demolition Services to solicit, negotiate, and enter into a contract with the selected vendor(s) in an amount not to exceed $300,000 for demolition, abatement, remediation removal and disposal of any structures (including debris) formerly constituting the Kokopelli Moon Saloon (APN 200-49-017A), located at 255 N. Main Street, Florence.

- Discussion and possible action of the Florence Town Council authorizing the Town Manager, the Town's Attorneys and other representatives of the Town, on behalf of the Town of Florence, without further order of the Mayor and Common Council of the Town, to do all such acts and things, including full prosecution seeking demolition, remediation, abatement, removal and disposal of any structures (including debris) formerly constituting the Kokopelli Moon Saloon, Tax Parcel No. 200-49-017A, located at 255 N. Main Street, Florence, Arizona (the "Property"), and to pursue any and all actions including executing, filing and delivering all such notices, assessments, complaints, appeals, liens, certificates, recordings, filings, pleadings, correspondence, proceedings, agreements and other documents as may be necessary or convenient to be executed, filed and delivered on behalf of the Town in order to carry out the demolition, abatement, remediation and removal of any structures (including debris) formerly constituting the Kokopelli Moon Saloon, including the assessment, recording, lien, foreclosure, sale or purchase of the Property to satisfy liens.

A VOTE OF NO WOULD MEAN:

The Town would not move forward with the abatement process.

A VOTE OF YES WOULD MEAN:

The Town of Florence will proceed in completing all actions necessary to abate the property.

FINANCIAL IMPACT:

This item is an emergency item and has not be budgeted for in the 2018-2019 Fiscal Year Budget. If Council authorizes staff to proceed, the costs will be paid from the General Fund Capital Account 011-532-507. The Capital Improvement Plan will be reduced by the total amount of expenditure and if necessary budgeted projects may be delayed to the 2019-2020 Fiscal Year to cover costs.

ATTACHMENTS:

- Structural Report
- Addendum A – Additional Photos
- City of Tucson Contract No. 181946-10

BRODERICK
ENGINEERING
L.L.C.
Structural Engineering Consulting

July 25, 2018

Mr. Christopher A. Salas
Development Services - Town of Florence
425 E. Ruggles Street
Florence, AZ 85132

Re: Kokopelli Moon Saloon – 255 N. Main St.; Florence, Arizona

BE#: 18160

Chris,

As requested, we performed a visual investigation on July 19, 2018 to examine recent fire damage to the existing building complex, as well as the general overall structural integrity of the complex.

As-Built:
The existing building complex consists of a main restaurant structure with a front canopy and an enclosed covered rear patio, a storage structure with a partial basement, and a general use structure. A key plan is attached for reference.

The existing main restaurant structure is a rectangular shaped, single-story brick (with portions of adobe) building with a wood framed roof that has been entirely burned to the ground. Materials of construction appeared to consist of wood decking over wood roof trusses spanning 28'-0" in the north-south direction between an exterior triple wythe brick wall to the south and an exterior +/-18" thick adobe wall to the north. Above the roof bearing height (approximately 13'-8" above finished floor elevation), the triple wythe brick wall transitions to a double wythe brick parapet, and the adobe wall also transitions to a +/-9" thick adobe parapet wall with a double wythe brick parapet on top. The west non-bearing exterior wall is triple wythe brick full height, while the east non-bearing exterior wall transitions from triple wythe brick below the original roof bearing height to a double wythe brick parapet above.

The existing rear covered patio is a rectangular shaped, single-story enclosed lean-to structure supported by the east wall of the restaurant building. Materials of construction consist of steel roof decking over 2x4 flat wood sub-purlins at 48" o.c., over 2x8 wood purlins at 48" o.c., double spanning 16'-0" (x2) in the east-west direction between a 4x8 wood beam line to the east, a 4x8 wood center beam line, and a 2x8 wood ledger off of

the triple wythe brick wall to the west. Each 4x8 beam line is supported by (4) round timber posts spaced 12'-0" o.c. maximum.

The existing storage structure is a rectangular shaped, single story adobe building, with a wood framed roof and a partial basement. Materials of construction consist of wood decking over wood sub-purlins over wood roof trusses spanning 28'-0" in the north-south direction between an exterior +/-18" thick adobe wall to the north and the +/-18" thick adobe wall shared with a portion of the restaurant area to the south. The west exterior wall is a wood framed storefront wall, and the east exterior wall is an adobe wall (+/-18" thick). An existing courtyard entry parapet and (3) wood beams span in the north-south direction between the north exterior wall of the storage structure and the south exterior wall of the adjacent building to the north.

The existing general use structure is a square shaped, single story adobe building with a wood framed roof. Materials of construction appear to consist of adobe mud, over wood sticks, over 2"x11.25" wood roof joists at 24" o.c., double spanning 16'-0" (x2) in the east-west direction between an exterior +/-18" thick adobe wall to the east, an interior +/-18" thick adobe wall, and an exterior +/-18" thick adobe wall to the west.

Condition:
The roof of the main restaurant structure has completely burned to the ground, where it remains with other burned debris from the interior of the building (see picture 1). With the roof no longer in place, the east, west, and south exterior brick walls remain freestanding (see pictures 2, 3, and 4 respectively). The north exterior adobe wall is also freestanding. It has noticeable water damage (see picture 5) and the top portion of the wall is leaning noticeably to the north (see picture 6).

The roof of the lean-to structure has noticeable deflection at the wood joists and wood sub-purlins (see picture 7). It also supports (2) mechanical units (see picture 8).

The roof of the storage structure has noticeable deflection throughout (see picture 9). Existing roof trusses appear to have failed in multiple locations (see picture 10) and are being supported by shoring that also has either failed, is out-of-plumb, or has noticeable deflection (see picture 11). The east portion of the existing roof framing has noticeable fire damage to the wood roof trusses and decking (see picture 12). The north exterior wall has a vertical crack originating near a window opening and extending up to the top of the parapet (see picture 13). The west end of the south adobe wall (shared with a portion of the restaurant structure) has disintegrated, resulting in a large opening (see picture 14).

There is a noticeable hole in the north exterior wall of the general use structure, occurring near the east entry (see picture 15). Portions of the existing wood roof joists also appear to be warped and/or out-of-plumb (see picture 16).

Structural Analysis:
Without structural roof members to provide lateral bracing, the structural integrity of the freestanding brick and adobe walls around the main restaurant area has been compromised. The walls are only partially braced laterally at corner conditions and at the portion of wall shared with the storage area. The east brick wall of the restaurant area supports roof members from the covered patio area, however since the covered patio roof framing is a lean-to structure without lateral support in the east-west direction, the patio roof framing does not provide lateral support for the brick wall. The approximate heights of the freestanding cantilever walls around the restaurant area are 20'-0" for the west exterior brick wall at the front, and 17'-0" for the other exterior walls; including the south brick wall, the east brick wall, and the north adobe wall. Based on the International Existing Building Code, the maximum allowable height-to-thickness ratio for an unreinforced masonry parapet (cantilevered portion of wall) is 2.5; which equals 2'-8" for a 13" triple wythe brick wall and 3'-9" for an 18" thick adobe wall. The existing unbraced wall heights of 20'-0" and 17'-0" in their current state are considerably greater than the allowable heights of 2'-8" and 3'-9", and therefore the freestanding cantilever walls are structurally inadequate, structurally unstable, and have potential to overturn and collapse.

Based on the attached structural calculations for the roofs of the covered patio area and general use area, certain roof components are structurally inadequate to support 2012 International Building Code design loads. The existing 2x4 flat sub-purlins (22% overstressed), 2x8 joists (143% overstressed), and 4x8 beams (116% overstressed) of the covered patio area are all structurally inadequate. In addition, joist depth blocking is not provided between joists at bearing locations (covered patio area) or at joist mid-spans (covered patio area and general use area) as a minimum requirement to brace the joists laterally. Adequate diaphragm material does not appear to occur at the general use structure, and adequate diaphragm to wall attachment for shear and out-of-plane loading does not appear to occur at either the covered patio structure or the general use structure.

The roof of the storage structure has failed locally at multiple sub-purlin and truss locations; including excessive deflection, cracked/split truss members, broken truss member connections, and inadequate truss bearing at the adobe walls. In addition, the shoring used to support some of these local failures is structurally unstable and does not appear to provide adequate support for the roof system. As a result, the roof system for the storage structure is structurally unstable, with potential for a global failure and an entire roof collapse.

Recommendations/Conclusion:
We recommend temporarily shoring all (4) exterior walls (brick and adobe) of the main restaurant area until ether the walls are demolished, or a permanent, self-supportive structure is designed and constructed to adequately support the unreinforced walls as a non-structural veneer. A wall failure could result in serious injury or fatality, and therefore shoring shall occur immediately. Temporary shoring and any new support structures

shall be designed by a licensed Structural Engineer, registered in the State of Arizona.

We recommend either demolishing or strengthening the rear covered patio located to the east of the main restaurant area. Until either demolition or strengthening of the existing roof structure occurs, the existing roof shall be adequately shored, and roof live load shall be limited to prevent roof failure. A roof failure could result in serious injury or fatality, and therefore the existing rear covered patio shall be immediately shored and posted with placards indicating that no one shall be permitted on the existing roof (for construction, maintenance, etc.) until either strengthening or demolition has occurred. Shoring and any strengthening of the previously identified components (as a minimum) shall be designed by a licensed Structural Engineer, registered in the State of Arizona.

The structural integrity of the existing storage structure appears compromised beyond reasonable strengthening and repair, and therefore we recommend demolishing the structure entirely; including roof, walls, and basement. A failure to any of these building components could result in serious injury or fatality, and therefore demolition shall occur immediately. The wood beams and courtyard entry parapet connecting the existing storage structure to the existing building to the north shall also be removed/demolished.

The general use structure is structurally independent of the main restaurant and covered patio, and therefore may remain even if the other areas are demolished. We recommend repairing the hole in the north adobe wall and strengthening the existing roof framing as required with adequate blocking, diaphragm sheathing, wall bracing (as a minimum) designed by a licensed Structural Engineer, registered in the State of Arizona.

Disclaimer:
The recommendations given in this report are for the purpose of visually identifying items to be monitored, demolished, repaired and/or strengthened. Broderick Engineering, LLC is not the original engineer of record, and did not inspect the structure for signs of distress other than those items mentioned in this report. As with any existing structure, the structural integrity cannot be warranted, and no warranty is given, either expressed or implied. The owner and/or building official assumes the responsibility for correcting deficient items that are brought to their attention, and for performing any ongoing monitoring to assure the structure is maintained, and signs of deterioration or distress are evaluated and corrected immediately as items occur.

Sincerely
Broderick Engineering, L.L.C.,



Ryan Wendt, S.E., M.S.
Senior Engineer

Attachments: Pictures 1 - 16, Key Plan, Structural Calculations



Picture 1



Picture 2



Picture 3



Picture 4



Picture 5



Picture 6



Picture 7



Picture 8



Picture 9



Picture 10



Picture 11



Picture 12



Picture 13



Picture 14



Picture 15

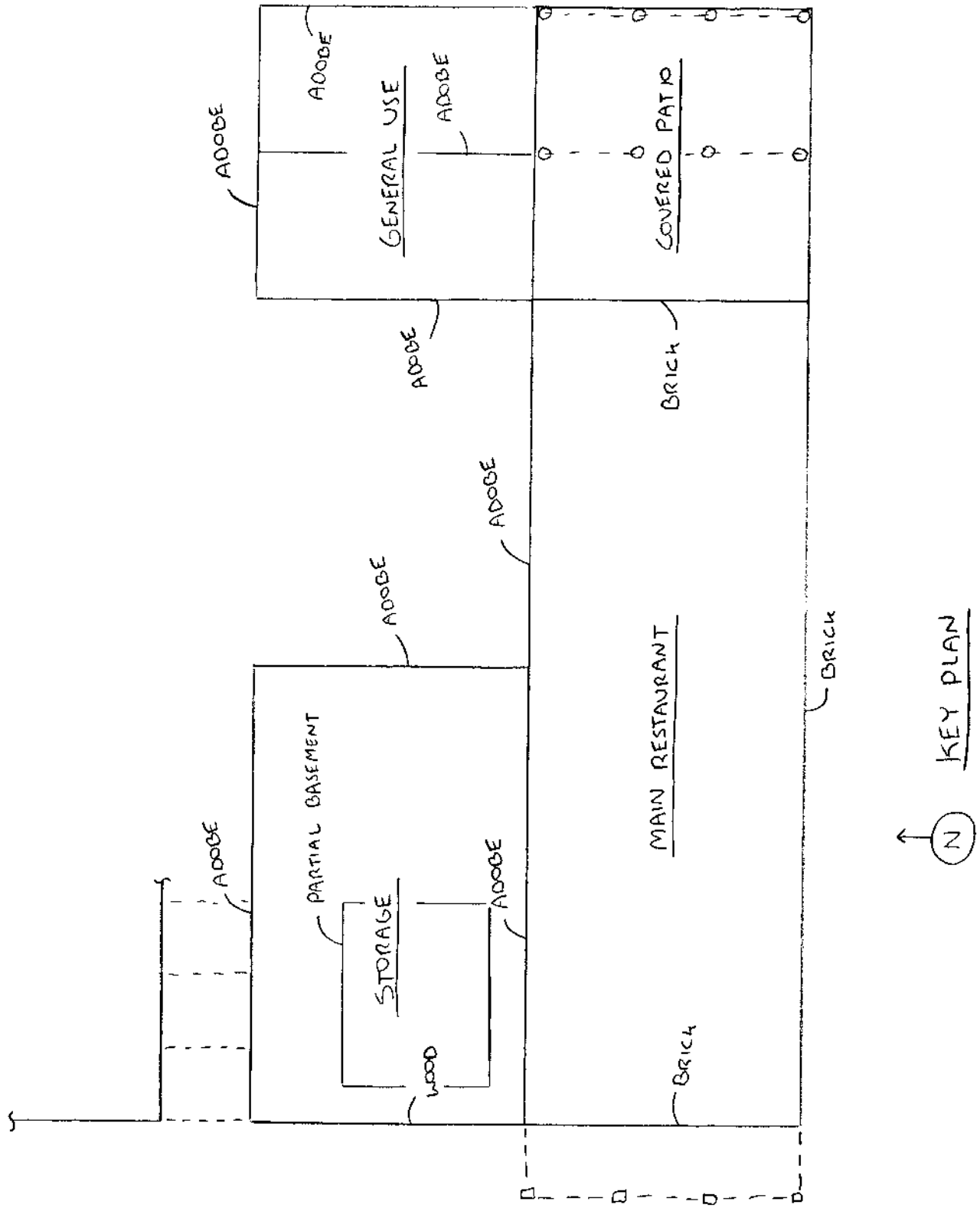


Picture 16

BRODERICK ENGINEERING LLC.

PROJECT: KOKOPELLI MOON SALOON
JOB NO. 18160
KEY PLAN

SHEET NO. KEY PLAN
DATE: 7/18
BY: RMW



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BRODERICK
ENGINEERING
L.L.C.
Structural Engineering Consulting

Structural Calculations
For
Kokopelli Moon Saloon
255 N. Main St.
Florence, Arizona

INDEX

Existing Roof Framing Calculations s1 - s10



PREPARED FOR: Development Services – Town of Florence
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Florence, Arizona 85132

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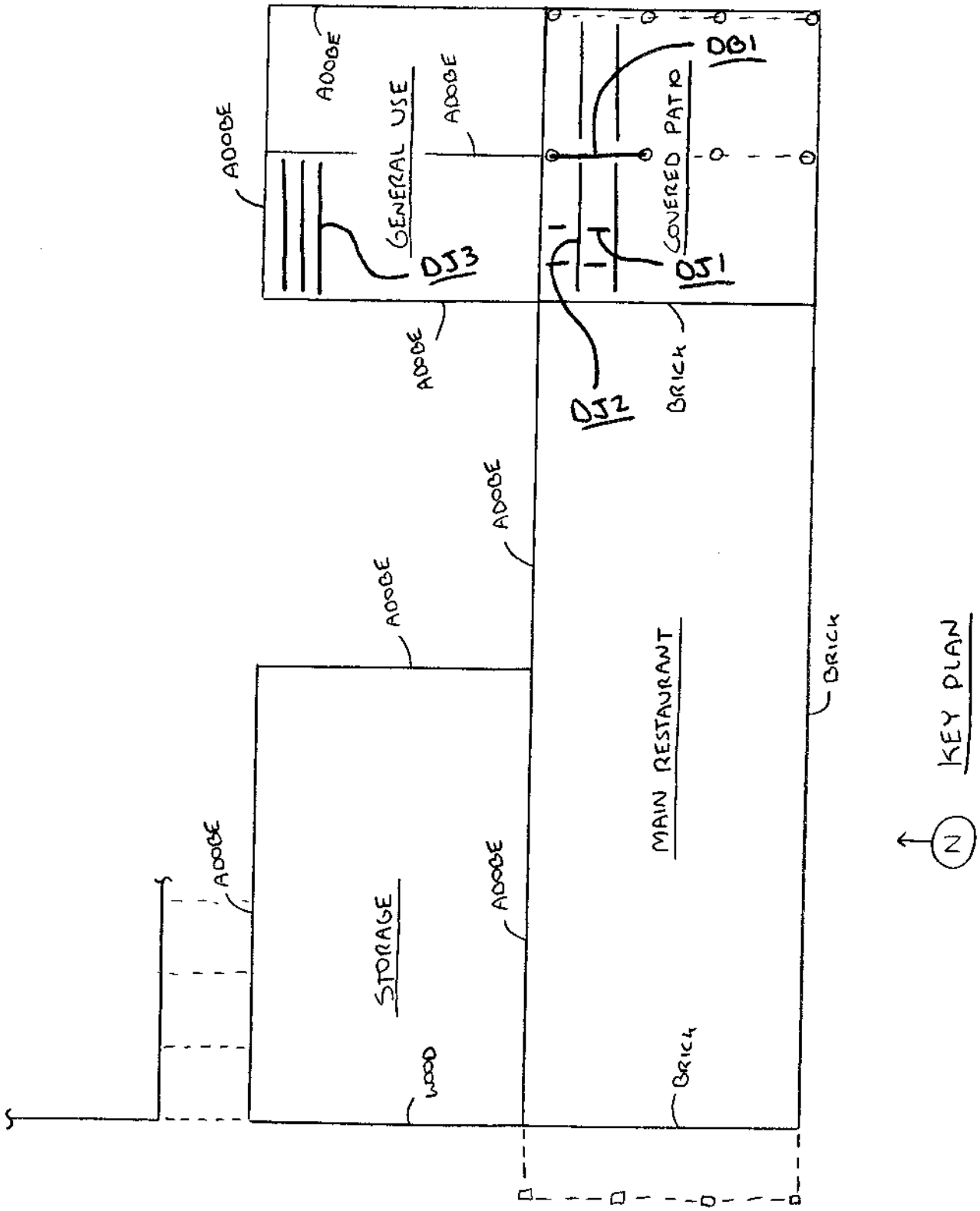
BRODERICK ENGINEERING LLC.

PROJECT: KOKOPELLI MOON SALOON
JOB NO. 18160
KEY PLAN

SHEET NO. S1
DATE: 7/18
BY: RMW



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BRODERICK ENGINEERING LLC.

PROJECT: KOKOPELLI MOON SALOON
JOB NO. 18160
EXISTING ROOF CALCULATIONS

SHEET NO. S2
DATE: 7/18
BY: RMW

EXISTING COVERED PATIO ROOF LOADS (2012 IBC)

STEEL DECHING = 2.5 PSF
2x SUBPURLINS = 1.0 PSF
2x JOISTS = 1.5 PSF
MPE = 1.5 PSF
MISC = 1.5 PSF

EXISTING DEAD LOAD = 8 PSF
2012 IBC ROOF LIVE LOAD = 20 PSF
ZERO ROOF LIVE LOAD = 0 PSF

EXISTING GENERAL USE ROOF LOADS (2012 IBC)

BUILT-UP ROOFING = 2.5 PSF
2" MUD OVER WOOD STICKS = 25 PSF (ASSUMED THICKNESS)
2x JOISTS = 3.5 PSF
MPE = 1.5 PSF
MISC = 3.5 PSF

EXISTING DEAD LOAD = 36 PSF
2012 IBC ROOF LIVE LOAD = 20 PSF

DJ1 - (2012 IBC ROOF LIVE LOAD)

ℓ = 4'-0"
DL = 8 x 4' = 32 plf
LLr = 20 x 4' = 80 plf

(E) 2x4 SUBPURLINS (FLAT) @ 48" O.C. NO GOOD
- SEE PRINTOUT

DJ1 - (ZERO ROOF LIVE LOAD)

ℓ = 4'-0"
DL = 8 x 4' = 32 plf
LLr = 0 plf

(E) 2x4 SUBPURLINS (FLAT) @ 48" O.C. OK
- SEE PRINTOUT

DJ2 - (2012 IBC ROOF LIVE LOAD)

ℓ = 16'-0"
DL = 8 x 4' = 32 plf
LLr = 20 x 4' = 80 plf

(E) 2x8 WOOD JOISTS @ 48" O.C. NO GOOD
- SEE PRINTOUT

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BRODERICK ENGINEERING LLC.

PROJECT: KOKOPELLI MOON SALOON
JOB NO. 18160
EXISTING ROOF CALCULATIONS

SHEET NO. S3
DATE: 7/18
BY: RMW

DS2 - (ZERO ROOF LIVE LOAD)

ℓ = 16'-0"
DL = 8×4' = 32 plF
LL_r = 0 plF

(E) 2×8 WOOD JOISTS @ 48" O.C. OK

-SEE PRINTOUT

DS3 - (2012 IBC ROOF LIVE LOAD)

ℓ = 16'-0"
DL = 36×2' = 72 plF
LL_r = 20×2' = 40 plF

(E) 2"×11¼" WOOD JOISTS @ 24" O.C. OK

-SEE PRINTOUT

DB1 - (2012 IBC ROOF LIVE LOAD)

ℓ = 12'-0"
DL = 8×16' = 128 plF
LL_r = 20×16' = 320 plF

(E) 4×8 WOOD BEAM NO GOOD

-SEE PRINTOUT

DB1 - (ZERO ROOF LIVE LOAD)

ℓ = 12'-0"
DL = 8×16' = 128 plF
LL_r = 0 plF

(E) 4×8 WOOD BEAM OK

-SEE PRINTOUT

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Wood Beam

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Lic. # : KW-06008386 **Licensee : BRODERICK ENGINEERING LLC**

Description : DJ1 - Covered Patio Sub-Purlin (2012 IBC Roof Live Load)

CODE REFERENCES

Calculations per NDS 2012, IBC 2012, CBC 2013, ASCE 7-10
Load Combination Set : ASCE 7-10

Material Properties

Analysis Method : Allowable Stress Design
Load Combination ASCE 7-10

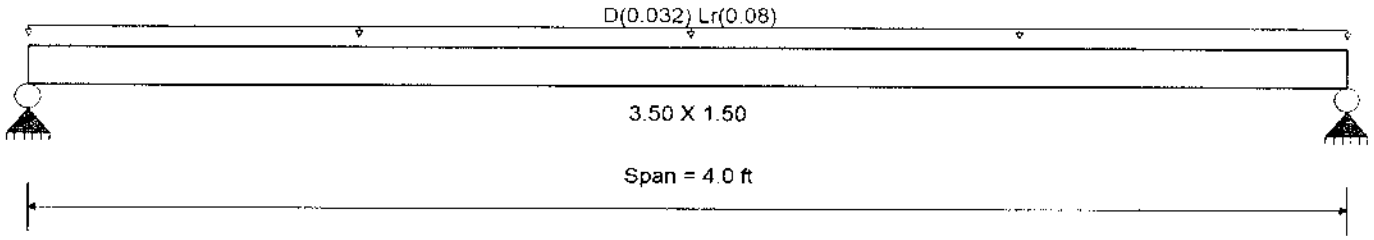
Wood Species : Douglas Fir - Larch
Wood Grade : No.2

Beam Bracing : Beam is Fully Braced against lateral-torsional buckling

Fb +	900.0 psi
Fb -	900.0 psi
Fc - Prll	1,350.0 psi
Fc - Perp	625.0 psi
Fv	180.0 psi
Ft	575.0 psi

E : Modulus of Elasticity

Ebend- xx	1,600.0 ksi
Eminbend - xx	580.0 ksi
Density	31.20 pcf



Applied Loads

Service loads entered. Load Factors will be applied for calculations.

Uniform Load : D = 0.0320, Lr = 0.080 , Tributary Width = 1.0 ft

DESIGN SUMMARY

Design N.G.

Maximum Bending Stress Ratio	=	1.214 : 1	Maximum Shear Stress Ratio	=	0.268 : 1
Section used for this span		**3.50 X 1.50**	Section used for this span		**3.50 X 1.50**
fb : Actual	=	2,048.00 psi	fv : Actual	=	60.26 psi
FB : Allowable	=	1,687.50 psi	Fv : Allowable	=	225.00 psi
Load Combination		+D+Lr	Load Combination		+D+Lr
Location of maximum on span	=	2.000 ft	Location of maximum on span	=	3.883 ft
Span # where maximum occurs	=	Span # 1	Span # where maximum occurs	=	Span # 1

Maximum Deflection

Max Downward Transient Deflection	0.294 in	Ratio =	163 <180
Max Upward Transient Deflection	0.000 in	Ratio =	0 <180
Max Downward Total Deflection	0.412 in	Ratio =	116 <120
Max Upward Total Deflection	0.000 in	Ratio =	0 <120

Maximum Forces & Stresses for Load Combinations

Load Combination		Max Stress Ratios									Moment Values			Shear Values		
Segment Length	Span #	M	V	C_d	$C_{F/V}$	C_i	C_r	C_m	C_t	C_L	M	fb	F'b	V	fv	F'v
D Only													0.00	0.00	0.00	0.00
Length = 4.0 ft	1	0.482	0.106	0.90	1.500	1.00	1.00	1.00	1.00	1.00	0.06	585.14	1215.00	0.06	17.22	162.00
+D+Lr					1.500	1.00	1.00	1.00	1.00	1.00			0.00	0.00	0.00	0.00
Length = 4.0 ft	1	1.214	0.268	1.25	1.500	1.00	1.00	1.00	1.00	1.00	0.22	2,048.00	1687.50	0.21	60.26	225.00
+D+0.750Lr					1.500	1.00	1.00	1.00	1.00	1.00			0.00	0.00	0.00	0.00
Length = 4.0 ft	1	0.997	0.220	1.25	1.500	1.00	1.00	1.00	1.00	1.00	0.18	1,682.29	1687.50	0.17	49.50	225.00
+0.60D					1.500	1.00	1.00	1.00	1.00	1.00			0.00	0.00	0.00	0.00
Length = 4.0 ft	1	0.163	0.036	1.60	1.500	1.00	1.00	1.00	1.00	1.00	0.04	351.09	2160.00	0.04	10.33	288.00

Wood Beam

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Lic. # : KW-06008386 — **Licensee : BRODERICK ENGINEERING LLC**

Description : DJ1 - Covered Patio Sub-Purlin (Zero Roof Live Load)

CODE REFERENCES

Calculations per NDS 2012, IBC 2012, CBC 2013, ASCE 7-10
Load Combination Set : ASCE 7-10

Material Properties

Analysis Method : Allowable Stress Design
Load Combination ASCE 7-10

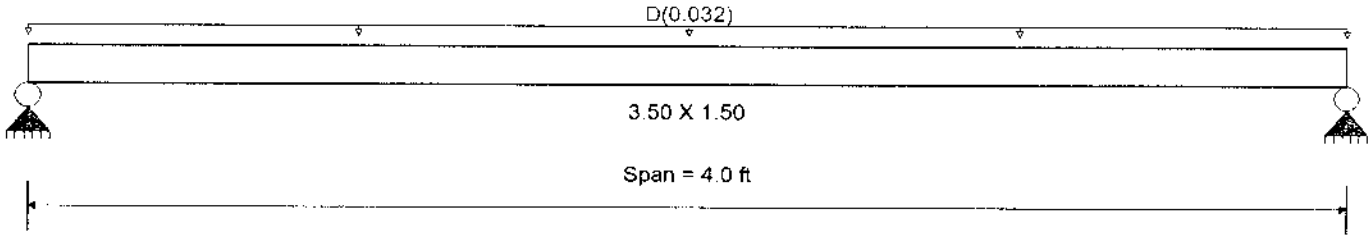
Wood Species : Douglas Fir - Larch
Wood Grade : No.2

Beam Bracing : Beam is Fully Braced against lateral-torsional buckling

Fb +	900.0 psi
Fb -	900.0 psi
Fc - Prll	1,350.0 psi
Fc - Perp	625.0 psi
Fv	180.0 psi
Ft	575.0 psi

E : Modulus of Elasticity

Ebend- xx	1,600.0 ksi
Eminbend - xx	580.0 ksi
Density	31.20 pcf



Applied Loads

Service loads entered. Load Factors will be applied for calculations

Uniform Load : D = 0.0320 , Tributary Width = 1.0 ft

DESIGN SUMMARY

Design OK

Maximum Bending Stress Ratio	=	0.482 1	Maximum Shear Stress Ratio	=	0.106 : 1
Section used for this span		**3.50 X 1.50**	Section used for this span		**3.50 X 1.50**
fb : Actual	=	585.14 psi	fv : Actual	=	17.22 psi
FB : Allowable	=	1,215.00 psi	Fv : Allowable	=	162.00 psi
Load Combination		D Only	Load Combination		D Only
Location of maximum on span	=	2.000 ft	Location of maximum on span	=	3.883 ft
Span # where maximum occurs	=	Span # 1	Span # where maximum occurs	=	Span # 1

Maximum Deflection

Max Downward Transient Deflection	0.000 in	Ratio =	0 <180
Max Upward Transient Deflection	0.000 in	Ratio =	0 <180
Max Downward Total Deflection	0.118 in	Ratio =	407 >=120
Max Upward Total Deflection	0.000 in	Ratio =	0 <120

Maximum Forces & Stresses for Load Combinations

Load Combination		Max Stress Ratios									Moment Values			Shear Values		
Segment Length	Span #	M	V	C_d	$C_{F/V}$	C_i	C_r	C_m	C_t	C_L	M	fb	F'b	V	fv	F'v
D Only													0.00	0.00	0.00	0.00
Length = 4.0 ft	1	0.482	0.106	0.90	1.500	1.00	1.00	1.00	1.00	1.00	0.06	585.14	1215.00	0.06	17.22	162.00
+0.60D					1.500	1.00	1.00	1.00	1.00	1.00			0.00	0.00	0.00	0.00
Length = 4.0 ft	1	0.163	0.036	1.60	1.500	1.00	1.00	1.00	1.00	1.00	0.04	351.09	2160.00	0.04	10.33	288.00

Overall Maximum Deflections

Load Combination	Span	Max. "-" Defl	Location in Span	Load Combination	Max. "+" Defl	Location in Span
D Only	1	0.1178	2.015		0.0000	0.000

BRODERICK ENGINEERING L.L.C.
Structural Engineering Consultants

Project Title: Kokopelli Moon Saloon
Engineer: RMW
Project ID: 18160
Project Descr:

Wood Beam

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Lic. # : KW-06008386 — **Licensee : BRODERICK ENGINEERING LLC**

Description : DJ2 - Covered Patio Roof Joist (2012 IBC Roof Live Load)

CODE REFERENCES

Calculations per NDS 2012, IBC 2012, CBC 2013, ASCE 7-10
Load Combination Set : ASCE 7-10

Material Properties

Analysis Method : Allowable Stress Design
Load Combination ASCE 7-10

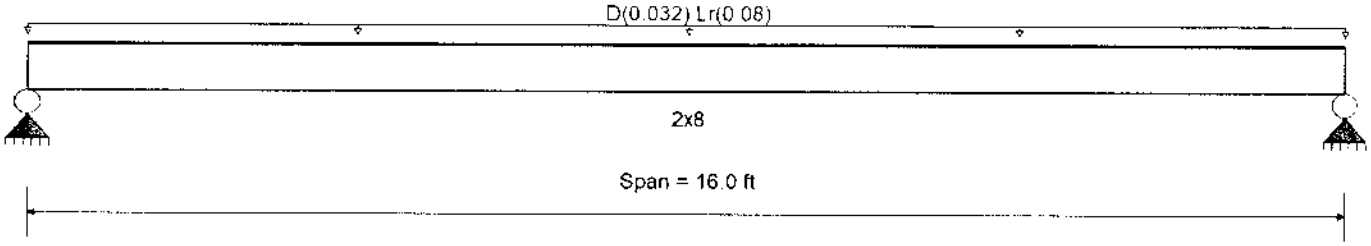
Wood Species : Douglas Fir - Larch
Wood Grade : No.2

Beam Bracing : Beam is Fully Braced against lateral-torsional buckling

Fb +	900.0 psi
Fb -	900.0 psi
Fc - Prll	1,350.0 psi
Fc - Perp	625.0 psi
Fv	180.0 psi
Ft	575.0 psi

E : Modulus of Elasticity

Ebend- xx	1,600.0 ksi
Eminbend - xx	580.0 ksi
Density	31.20 pcf



Applied Loads

Service loads entered. Load Factors will be applied for calculations.

Uniform Load : D = 0.0320, Lr = 0.080 , Tributary Width = 1.0 ft

DESIGN SUMMARY

Design N.G.

Maximum Bending Stress Ratio	=	2.424: 1	Maximum Shear Stress Ratio	=	0.509 : 1
Section used for this span		**2x8**	Section used for this span		**2x8**
fb : Actual	=	3,272.90 psi	fv : Actual	=	114.57 psi
FB : Allowable	=	1,350.00 psi	Fv : Allowable	=	225.00 psi
Load Combination		+D+Lr	Load Combination		+D+Lr
Location of maximum on span	=	8.000 ft	Location of maximum on span	=	15.416 ft
Span # where maximum occurs	=	Span # 1	Span # where maximum occurs	=	Span # 1

Maximum Deflection

Max Downward Transient Deflection	1.557 in	Ratio =	123 <180
Max Upward Transient Deflection	0.000 in	Ratio =	0 <180
Max Downward Total Deflection	2.180 in	Ratio =	88 <120
Max Upward Total Deflection	0.000 in	Ratio =	0 <120

Maximum Forces & Stresses for Load Combinations

Load Combination		Max Stress Ratios									Moment Values			Shear Values		
Segment Length	Span #	M	V	C_d	$C_{F/V}$	C_i	C_r	C_m	C_t	C_L	M	fb	F'b	V	fv	F'v
D Only													0.00	0.00	0.00	0.00
Length = 16.0 ft	1	0.962	0.202	0.90	1.200	1.00	1.00	1.00	1.00	1.00	1.02	935.12	972.00	0.24	32.73	162.00
+D+Lr					1.200	1.00	1.00	1.00	1.00	1.00			0.00	0.00	0.00	0.00
Length = 16.0 ft	1	2.424	0.509	1.25	1.200	1.00	1.00	1.00	1.00	1.00	3.58	3,272.90	1350.00	0.83	114.57	225.00
+D+0.750Lr					1.200	1.00	1.00	1.00	1.00	1.00			0.00	0.00	0.00	0.00
Length = 16.0 ft	1	1.991	0.418	1.25	1.200	1.00	1.00	1.00	1.00	1.00	2.94	2,688.46	1350.00	0.68	94.11	225.00
+0.60D					1.200	1.00	1.00	1.00	1.00	1.00			0.00	0.00	0.00	0.00
Length = 16.0 ft	1	0.325	0.068	1.60	1.200	1.00	1.00	1.00	1.00	1.00	0.61	561.07	1728.00	0.14	19.64	288.00

BRODERICK ENGINEERING L.L.C.
Structural Engineering Consulting

Project Title: Kokopelli Moon Saloon
Engineer: RMW
Project ID: 18160
Project Descr:

Wood Beam

File = Z:\1GXOPU~7\14RRBT~R\EHTEC6~Q\18160.ec6

Lic. # : KW-06008386 — **Licensee : BRODERICK ENGINEERING LLC**

Description : DJ2 - Covered Patio Roof Joist (Zero Roof Live Load)

CODE REFERENCES

Calculations per NDS 2012, IBC 2012, CBC 2013, ASCE 7-10
Load Combination Set : ASCE 7-10

Material Properties

Analysis Method : Allowable Stress Design
Load Combination ASCE 7-10

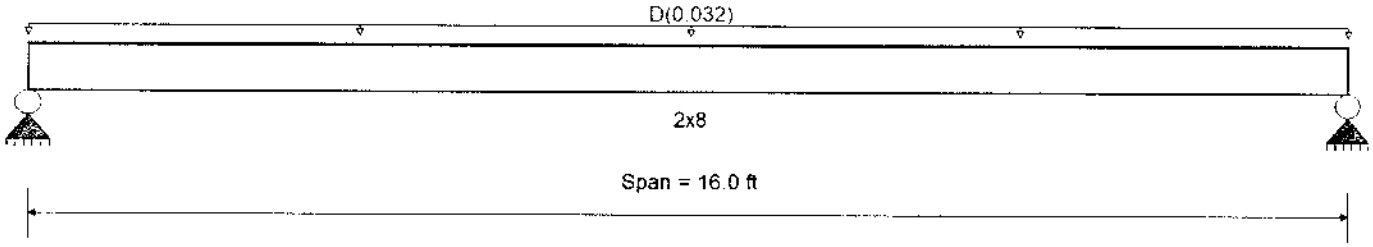
Wood Species : Douglas Fir - Larch
Wood Grade : No.2

Beam Bracing : Beam is Fully Braced against lateral-torsional buckling

Fb +	900.0 psi
Fb -	900.0 psi
Fc - Prll	1,350.0 psi
Fc - Perp	625.0 psi
Fv	180.0 psi
Ft	575.0 psi

E : Modulus of Elasticity

Ebend- xx	1,600.0 ksi
Eminbend - xx	580.0 ksi
Density	31.20 pcf



Applied Loads

Service loads entered. Load Factors will be applied for calculations

Uniform Load : D = 0.0320 , Tributary Width = 1.0 ft

DESIGN SUMMARY

Design OK

Maximum Bending Stress Ratio	=	0.962 : 1	Maximum Shear Stress Ratio	=	0.202 : 1
Section used for this span		2x8	Section used for this span		2x8
fb : Actual	=	935.12 psi	fv : Actual	=	32.73 psi
FB : Allowable	=	972.00 psi	Fv : Allowable	=	162.00 psi
Load Combination		D Only	Load Combination		D Only
Location of maximum on span	=	8.000 ft	Location of maximum on span	=	15.416 ft
Span # where maximum occurs	=	Span # 1	Span # where maximum occurs	=	Span # 1

Maximum Deflection

Max Downward Transient Deflection	0.000 in	Ratio =	0 <180
Max Upward Transient Deflection	0.000 in	Ratio =	0 <180
Max Downward Total Deflection	0.623 in	Ratio =	308 >=120
Max Upward Total Deflection	0.000 in	Ratio =	0 <120

Maximum Forces & Stresses for Load Combinations

Load Combination		Max Stress Ratios						Moment Values						Shear Values		
Segment Length	Span #	M	V	C_d	$C_{F/V}$	C_i	C_r	C_m	C_t	C_L	M	fb	F'b	V	fv	F'v
D Only													0.00	0.00	0.00	0.00
Length = 16.0 ft	1	0.962	0.202	0.90	1.200	1.00	1.00	1.00	1.00	1.00	1.02	935.12	972.00	0.24	32.73	162.00
+0.60D					1.200	1.00	1.00	1.00	1.00	1.00			0.00	0.00	0.00	0.00
Length = 16.0 ft	1	0.325	0.068	1.60	1.200	1.00	1.00	1.00	1.00	1.00	0.61	561.07	1728.00	0.14	19.64	288.00

Overall Maximum Deflections

Load Combination	Span	Max. "-" Defl	Location in Span	Load Combination	Max. "+" Defl	Location in Span
D Only	1	0.6227	8.058		0.0000	0.000

BRODERICK ENGINEERING L.L.C.
Structural Engineering Consulting

Project Title: Kokopelli Moon Saloon
Engineer: RMW
Project ID: 18160
Project Descr:

Wood Beam

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Lic. # : KW-06008386 — **Licensee : BRODERICK ENGINEERING LLC**

Description : DJ3 - General Use Roof Joist (2012 IBC Roof Live Load)

CODE REFERENCES

Calculations per NDS 2012, IBC 2012, CBC 2013, ASCE 7-10
Load Combination Set : ASCE 7-10

Material Properties

Analysis Method : Allowable Stress Design
Load Combination ASCE 7-10

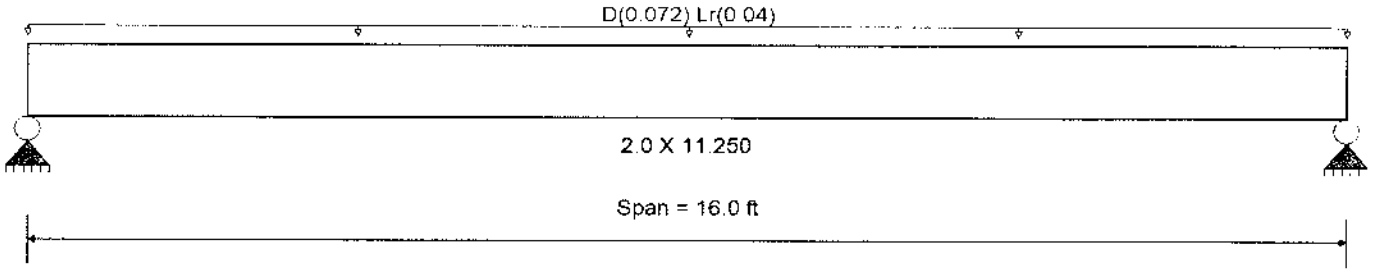
Wood Species : Douglas Fir - Larch
Wood Grade : No.2

Beam Bracing : Beam is Fully Braced against lateral-torsional buckling

Fb +	900.0 psi
Fb -	900.0 psi
Fc - Prll	1,350.0 psi
Fc - Perp	625.0 psi
Fv	180.0 psi
Ft	575.0 psi

E : Modulus of Elasticity

Ebend- xx	1,600.0 ksi
Eminbend - xx	580.0 ksi
Density	31.20 pcf



Applied Loads

Service loads entered. Load Factors will be applied for calculations

Uniform Load : D = 0.0720, Lr = 0.040 , Tributary Width = 1.0 ft

DESIGN SUMMARY

Design OK

Maximum Bending Stress Ratio	=	0.906 1	Maximum Shear Stress Ratio	=	0.234 : 1
Section used for this span		**2.0 X 11.250**	Section used for this span		**2.0 X 11.250**
fb : Actual	=	1,019.45 psi	fv : Actual	=	52.76 psi
FB : Allowable	=	1,125.00 psi	Fv : Allowable	=	225.00 psi
Load Combination		+D+Lr	Load Combination		+D+Lr
Location of maximum on span	=	8.000 ft	Location of maximum on span	=	15.066 ft
Span # where maximum occurs	=	Span # 1	Span # where maximum occurs	=	Span # 1

Maximum Deflection

Max Downward Transient Deflection	0.156 in	Ratio =	1228 >=360
Max Upward Transient Deflection	0.000 in	Ratio =	0 <360
Max Downward Total Deflection	0.438 in	Ratio =	438 >=240
Max Upward Total Deflection	0.000 in	Ratio =	0 <240

Maximum Forces & Stresses for Load Combinations

Load Combination		Max Stress Ratios									Moment Values			Shear Values		
Segment Length	Span #	M	V	C_d	$C_{F/V}$	C_i	C_r	C_m	C_t	C_L	M	fb	F'b	V	fv	F'v
D Only													0.00	0.00	0.00	0.00
Length = 16.0 ft	1	0.809	0.209	0.90	1.000	1.00	1.00	1.00	1.00	1.00	2.30	655.36	810.00	0.51	33.92	162.00
+D+Lr					1.000	1.00	1.00	1.00	1.00	1.00			0.00	0.00	0.00	0.00
Length = 16.0 ft	1	0.906	0.234	1.25	1.000	1.00	1.00	1.00	1.00	1.00	3.58	1,019.45	1125.00	0.79	52.76	225.00
+D+0.750Lr					1.000	1.00	1.00	1.00	1.00	1.00			0.00	0.00	0.00	0.00
Length = 16.0 ft	1	0.825	0.214	1.25	1.000	1.00	1.00	1.00	1.00	1.00	3.26	928.43	1125.00	0.72	48.05	225.00
+0.60D					1.000	1.00	1.00	1.00	1.00	1.00			0.00	0.00	0.00	0.00
Length = 16.0 ft	1	0.273	0.071	1.60	1.000	1.00	1.00	1.00	1.00	1.00	1.38	393.22	1440.00	0.31	20.35	288.00

Wood Beam

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Lic. # : KW-06008386 — **Licensee : BRODERICK ENGINEERING LLC**

Description : DB1 - Covered Patio Roof Beam (2012 IBC Roof Live Load)

CODE REFERENCES

Calculations per NDS 2012, IBC 2012, CBC 2013, ASCE 7-10
Load Combination Set : ASCE 7-10

Material Properties

Analysis Method : Allowable Stress Design
Load Combination ASCE 7-10

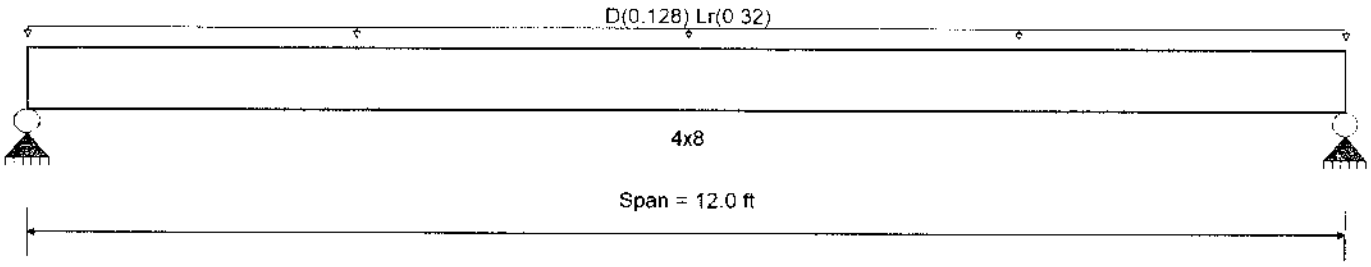
Wood Species : Douglas Fir - Larch
Wood Grade : No.2

Beam Bracing : Beam is Fully Braced against lateral-torsional buckling

Fb +	900.0 psi
Fb -	900.0 psi
Fc - Prll	1,350.0 psi
Fc - Perp	625.0 psi
Fv	180.0 psi
Ft	575.0 psi

E : Modulus of Elasticity

Ebend- xx	1,600.0 ksi
Eminbend - xx	580.0 ksi
Density	31.20 pcf



Applied Loads

Service loads entered. Load Factors will be applied for calculations.

Uniform Load : D = 0.1280, Lr = 0.320 , Tributary Width = 1.0 ft

DESIGN SUMMARY

Design N.G.

Maximum Bending Stress Ratio	=	2.158: 1	Maximum Shear Stress Ratio	=	0.639 : 1
Section used for this span		**4x8**	Section used for this span		**4x8**
fb : Actual	=	3,156.01 psi	fv : Actual	=	143.82 psi
FB : Allowable	=	1,462.50 psi	Fv : Allowable	=	225.00 psi
Load Combination		+D+Lr	Load Combination		+D+Lr
Location of maximum on span	=	6.000 ft	Location of maximum on span	=	0.000 ft
Span # where maximum occurs	=	Span # 1	Span # where maximum occurs	=	Span # 1

Maximum Deflection

Max Downward Transient Deflection	0.844 in	Ratio =	170 <180
Max Upward Transient Deflection	0.000 in	Ratio =	0 <180
Max Downward Total Deflection	1.182 in	Ratio =	121 >=120
Max Upward Total Deflection	0.000 in	Ratio =	0 <120

Maximum Forces & Stresses for Load Combinations

Load Combination / Segment Length	Span #	Max Stress Ratios M	V	C_d	$C_{F/V}$	C_i	C_r	C_m	C_t	C_L	Moment Values M	fb	F'b	Shear Values V	fv	F'v
D Only													0.00	0.00	0.00	0.00
Length = 12.0 ft	1	0.856	0.254	0.90	1.300	1.00	1.00	1.00	1.00	1.00	2.30	901.72	1053.00	0.70	41.09	162.00
+D+Lr					1.300	1.00	1.00	1.00	1.00	1.00			0.00	0.00	0.00	0.00
Length = 12.0 ft	1	2.158	0.639	1.25	1.300	1.00	1.00	1.00	1.00	1.00	8.06	3,156.01	1462.50	2.43	143.82	225.00
+D+0.750Lr					1.300	1.00	1.00	1.00	1.00	1.00			0.00	0.00	0.00	0.00
Length = 12.0 ft	1	1.773	0.525	1.25	1.300	1.00	1.00	1.00	1.00	1.00	6.62	2,592.44	1462.50	2.00	118.14	225.00
+0.60D					1.300	1.00	1.00	1.00	1.00	1.00			0.00	0.00	0.00	0.00
Length = 12.0 ft	1	0.289	0.086	1.60	1.300	1.00	1.00	1.00	1.00	1.00	1.38	541.03	1872.00	0.42	24.65	288.00

BRODERICK ENGINEERING L.L.C.
Structural Engineering Consulting

Project Title: Kokopelli Moon Saloon
Engineer: RMW
Project ID: 18160
Project Descr:

Wood Beam

File = Z:\1GXOPU~7\14RRBT~R\EHTEC6~Q\18160.ec6

Lic. # : KW-06008386 — **Licensee : BRODERICK ENGINEERING LLC**

Description : DB1 - Covered Patio Roof Beam (Zero Roof Live Load)

CODE REFERENCES

Calculations per NDS 2012, IBC 2012, CBC 2013, ASCE 7-10
Load Combination Set : ASCE 7-10

Material Properties

Analysis Method : Allowable Stress Design
Load Combination ASCE 7-10

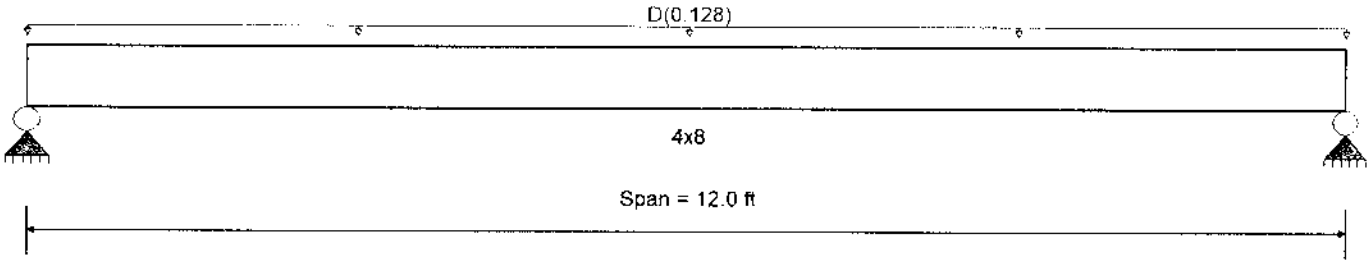
Wood Species : Douglas Fir - Larch
Wood Grade : No.2

Beam Bracing : Beam is Fully Braced against lateral-torsional buckling

Fb +	900.0 psi
Fb -	900.0 psi
Fc - Prll	1,350.0 psi
Fc - Perp	625.0 psi
Fv	180.0 psi
Ft	575.0 psi

E : Modulus of Elasticity

Ebend- xx	1,600.0 ksi
Eminbend - xx	580.0 ksi
Density	31.20 pcf



Applied Loads

Service loads entered. Load Factors will be applied for calculations.

Uniform Load : D = 0.1280 , Tributary Width = 1.0 ft

DESIGN SUMMARY

Design OK

Maximum Bending Stress Ratio	=	0.856 : 1	Maximum Shear Stress Ratio	=	0.254 : 1
Section used for this span		**4x8**	Section used for this span		**4x8**
fb : Actual	=	901.72 psi	fv : Actual	=	41.09 psi
FB : Allowable	=	1,053.00 psi	Fv : Allowable	=	162.00 psi
Load Combination		D Only	Load Combination		D Only
Location of maximum on span	=	6.000 ft	Location of maximum on span	=	0.000 ft
Span # where maximum occurs	=	Span # 1	Span # where maximum occurs	=	Span # 1

Maximum Deflection

Max Downward Transient Deflection	0.000 in	Ratio =	0 <180
Max Upward Transient Deflection	0.000 in	Ratio =	0 <180
Max Downward Total Deflection	0.338 in	Ratio =	426 >=120
Max Upward Total Deflection	0.000 in	Ratio =	0 <120

Maximum Forces & Stresses for Load Combinations

Load Combination		Max Stress Ratios									Moment Values			Shear Values		
Segment Length	Span #	M	V	C_d	$C_{F/V}$	C_i	C_r	C_m	C_t	C_L	M	fb	F'b	V	fv	F'v
D Only													0.00	0.00	0.00	0.00
Length = 12.0 ft	1	0.856	0.254	0.90	1.300	1.00	1.00	1.00	1.00	1.00	2.30	901.72	1053.00	0.70	41.09	162.00
+0.60D					1.300	1.00	1.00	1.00	1.00	1.00			0.00	0.00	0.00	0.00
Length = 12.0 ft	1	0.289	0.086	1.60	1.300	1.00	1.00	1.00	1.00	1.00	1.38	541.03	1872.00	0.42	24.65	288.00

Overall Maximum Deflections

Load Combination	Span	Max. "-" Defl	Location in Span	Load Combination	Max. "+" Defl	Location in Span
D Only	1	0.3378	6.044		0.0000	0.000

KOKOPELLI SALOON FIRE 6/26/2018

KOKOPELLI MOON SALOON
ADDENDUM A




TORRES






FIRE



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BUSINESS SERVICES DEPARTMENT

CONTRACT NO. 181946-01

Job Order Contract for Demolition Services

Catclaw Contactors
10519 E Tanque Verde Road
Tucson, AZ 85749

Phone: 520.331.4169
Fax: 520.760.1140

I. INTRODUCTION

Contract is awarded pursuant to Request for Qualifications (RFQ) 181946, a solicitation issued to select up to FIVE (5) CONTRACTORS for a Job Order Contract (JOC) to provide labor, materials relating to the provision of demolition services. Individual job orders shall not exceed **$ 250,000.00**

Housing and Urban Development (HUD) and Regional Transportation Authority (RTA) and/or local funding may be utilized on specific projects under the Contract. Therefore, all applicable federal, state and local requirements will be followed and the RTA shall be listed as additionally insured and as an additional indemnitee on the resulting contract.

The term of this contract will be **ONE** (**1**) year with **FOUR** (4) one-year renewal options. Services will be requested on an as-needed, if-needed basis and the resultant contracts are neither exclusive nor a commitment by COT that the Contractors' services will be required.

Job Order Contracting is an alternative delivery method for construction of public works projects. JOC's differ from the standard project-specific, low bid contracts in that they are indefinite-quantity contracts, which can be awarded on the basis of qualifications. Best value may be considered in awarding the JOC or in awarding job orders under the JOC contract.

During the term of the JOC, work is performed by way of individual job orders. Each job order, initiated by the City, is defined cooperatively by the City and contractor. Scope, schedule, price, and liquidated damages (if applicable) are agreed upon in an executed Notice to Proceed letter prior to proceeding with the work.

II. SPECIAL TERMS AND CONDITIONS

1. **NUMBER OF CONTRACTS TO BE AWARDED:** The City intends to award up to FIVE (5) contracts for the services described herein.

2. **ANNUAL ESTIMATE:** The estimated dollar value of this contract for the initial one-year term is FIVE HUNDRED THOUSAN DOLLARS ($ 500,000.00).

3. **GENERAL CONDITIONS FOR CONSTRUCTON:** The City's General Conditions for Construction is included as Appendix B and will be incorporated into the resulting contract. The Contractor shall comply with the requirements.

4. **CITY OF TUCSON CONSTRUCTION SERVCIES AGREEMENT:** The City's Construction Services Agreement is included as Appendix C and will be incorporated into the resulting contract. The Contractor will be required to sign and comply with the requirements.

5. **BASIS FOR AWARDING INDIVIDUAL JOB ORDERS:** In the event the City awards more than one contract for these services, individual job orders will be awarded based upon consideration of the firm's ability to complete the work expeditiously and the proposed cost. The City intends to request price and schedule proposals from all contracted firms for each individual job order. However, when quoting individual job orders is impracticable, the City reserves the right to award job orders as it deems to be in its best interest.

   Scope, schedule, price, and liquidated damages (if applicable) are agreed upon in a fully executed Notice to Proceed letter prior to Contractor beginning the work.

   The Contractor shall be available on a five-day work basis throughout the term of the contract unless notified in writing by the City that this requirement may be temporarily waived due to the Contractor's approved written request or a reduced need by the City. The Contractor must be available to commence work on assignments within one week from award of an individual job order.

6. **CONTRACT TERM AND RENEWAL:** The term of this contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, as its sole option, to renew the Contract for four (4) additional one-year periods, or portions thereof. If the City chooses to exercise this option, all terms, conditions, and provisions of the original contract shall remain the same and apply during the renewal period with the possible exception of fee basis and minor scope additions and/or deletions.

7. **PRICE ADJUSTMENT:** The City will review <u>fully documented</u> requests for fee basis adjustments after any contract has been in effect for one (1) year. Adjustments will only be made at the time of contract renewal or extension, except for financial emergencies, and will be a factor in the renewal/extension review process. The City will determine whether the requested adjustment or an alternate option is in the best interest of the City. Any adjustment will be effective on the first day of the contract renewal or extension.

8. **COMPENSATION AND METHOD OF PAYMENT:** In consideration of the performance of the services described in the Scope of Services of each individual job order and pursuant to the master Scope of Work herein, the City shall pay the Contractor in accordance with the negotiated contract rates, and the Contractor shall charge the City only in accordance with those same rates.

   <u>Compensation under this contract should not exceed $250,000 per individual job order unless a waiver is requested of and granted by the Director of Procurement.</u>

   The City of Tucson reserves the right to adjust the individual job limit at time of annual contract renewal upon written approval from the Procurement Director. The City will pay the Contractor following the submission of

For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.

19. **COOPERATIVE PURCHASING:** Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any subsequent Contract. See **www.tucsonaz.gov/procure** and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See http://www.maricopa.gov/Materials/PubDocuments/SAVE-members.pdf for a listing of participating agencies. The parties agree that these lists are subject to change.

The City, as a lead agency, accrues costs to solicit, award and administer cooperative contracts. As part of the negotiation process, the City will be requesting Offerors to consider providing the City a cooperative administrative fee or rebate in the form of a percentage of sales based upon other agencies spend. The City's spend would not be included in the administrative fee consideration. The successful contractor's will have the ability to market this contract to all of the City's cooperative partners which results in a cost savings to the contractor by not having to compete on separate solicitations. The administrative fee should not be a cost added to the contract pricing but a cost sharing of the marketing savings the contractor receives by not having to participate in additional solicitation processes.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Department of Procurement upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

20. **CONSTITUENT CLAIMS:** With regard to claims arising out of or related to this contract that are filed against the Contractor, the Contractor or Contractor's representative is required to provide notice to the City's Procurement Department and Risk Manager within 60 calendar days following the date of the receipt by the Contractor of such claim. The notice to the City must include the following information: (1) the date of the incident or occurrence that is the basis of the claim; (2) the damages identified in the claim; (3) the date of the Contractor's written response to the claim; and (4) a copy of Contractor's written response to the claim. Notification shall be deemed sufficient if given by (a) registered or certified mail, postage prepaid, return receipt requested, (b) private courier service, or (c) facsimile addressed to the respective addresses of the parties as first above written or at such other addresses as the respective parties may designate by like notice from time to time.

City of Tucson	City of Tucson
Procurement Department	Risk Management
255 W. Alameda, 6th floor	255 W. Alameda, 5th floor
Tucson, Arizona 85701	Tucson, Arizona 85701
Facsimile: 520-791-4735	Facsimile: 520-624-2061

The Contractor acknowledges that the City may use contract performance, including performance of the requirements of this paragraph, in the City's consideration of future contract awards; and that in connection with future contracting opportunities with the City, Contractor may be required to provide documentation demonstrating compliance with this paragraph.

JOC for Demolition Services

Contract Number: 181946

Department: Transportation

Contract Officer: Dan Longanecker

Solicitation

Contract Summary Document

Awards:

01 Catclaw Contractors
Effective Date: 8/30/2018
PO Number: 41021
pCard: no
Payment Terms:
Contract

02 B & C CONTRACTORS INC
Effective Date: 8/30/2018
PO Number: 41022
pCard: no
Payment Terms:
Contract

03 Breinholt Contracting Co., Inc
Effective Date: 8/30/2018
PO Number: 41023
pCard: no
Payment Terms:
Contract

04 Leading Edge Demolition and Recycling, Inc
Effective Date: 8/30/2018
PO Number: 41024
pCard: no
Payment Terms:
Contract

05 T B Contractors Inc.
Effective Date: 8 30 2018
PO Number: 41025
pCard: no
Payment Terms:
Contract

Records returned: 1

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