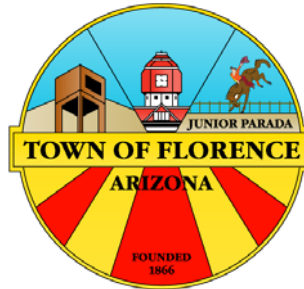


# TOWN OF FLORENCE REGULAR MEETING AGENDA

Mayor Tara Walter  
Vice-Mayor John Anderson  
Councilmember Bill Hawkins  
Councilmember Karen Wall  
Councilmember Kristen Larsen  
Councilmember Michelle Cordes  
Councilmember Judy Hughes



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

**Tuesday, September 3, 2019**

**6:00 PM**

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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 Regular Meeting of the Florence Town Council will be held on Tuesday, September 3, 2019, at 6:00 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:** Tara Walter, John Anderson, Bill Hawkins, Karen Wall, Kristen Larsen, Michelle Cordes, Judy Hughes.

**3. MOMENT OF SILENCE**

**4. PLEDGE OF ALLEGIANCE**

**5. 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.

**6. PRESENTATIONS**

- a. **Presentation of the 2019** Outstanding Program Award – Cultural Awareness Program from the Arizona Parks and Recreation Association for the Annual Historic Home Tour. (Bryan Hughes)
- b. **Presentation of the Poston** Butte Preserve as the formal name of the existing and soon to be expanded open space and trails. (Bryan Hughes)

**7. 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. **Proclamation declaring** September 2019 as Prostate Cancer Awareness Month in the Town of Florence. (Lisa Garcia)
- b. **Proclamation declaring** September 2019 as Suicide Prevention Month in the Town of Florence. (Jennifer Evans)
- c. **Authorization to purchase** two 2020 Chevy Silverado's, from Midway Chevrolet, in an amount not to exceed \$82,347.64. (Chris Salas)
- d. **Authorization to contract** with Home Depot USA Inc., to provide maintenance, repair, operating supplies, industrial supplies, and related products and services, in an amount not to exceed \$51,000. (Chris Salas)
- e. **Authorization to contract** with Amazon Services LLC, for the purchases of products and services through the on-line marketplace, in an amount not to exceed \$64,600. (Chris Salas)
- f. **Authorization to contract** with Senergy Petroleum LLC, to provide vehicle lubricants, diesel and food grade oil, in an amount not to exceed \$65,000. (Chris Salas)
- g. **Authorization to contract** with Terracon Consultants Inc., for quality assurance needs, in an amount not to exceed \$75,000. (Chris Salas)
- h. **Authorization to contract** with HD Supply Facilities Maintenance LTD., dba USABlueBook, to provide Schedule 56 Buildings and Building Materials/Industrial Service and Supplies, in an amount not to exceed \$80,000. (Chris Salas)
- i. **Authorization to contract** with APD Power Center Inc., to provide maintenance, repair, operating supplies, in an amount not to exceed \$55,000. (Chris Salas)
- j. **Approval of accepting** the register of demands ending July 31, 2019, in the amount of \$3,987,733.34. (Rey Sanchez)

## 8. NEW BUSINESS

- a. **Discussion/Approval/Disapproval** to purchase 17 PX8000XE handhelds radios, chargers, and associated equipment for the Fire Department, in an amount not to exceed \$163,584.77. (David Strayer)
- b. **Discussion/Approval/Disapproval** to contract with Talis Construction Corporation, for construction of the Fire Station 2 turn lane, in an amount not to exceed \$300,000. (Chris Salas)
- c. **Discussion/Approval/Disapproval** to purchase three 2019 Police Chevy Tahoes, from Midway Chevrolet, for the Police Department, in an amount not to exceed \$108,361.11. (Chris Salas)
- d. **Discussion/Approval/Disapproval** to contract with Ellison Mills Contracting LLC, for on-call maintenance and repair services, in the amount not to exceed \$800,000, and voiding the

existing Professional Services Contract that was entered into with Ellison Mills Contracting LLC, on August 5, 2019. (Chris Salas)

**9. MANAGER'S REPORT**

**10. DEPARTMENT REPORTS**

- a. Community Development
- b. Community Services
- c. Courts
- d. Finance
- e. Fire
- f. Police
- g. Public Works

**11. CALL TO THE PUBLIC**

**12. CALL TO THE COUNCIL – CURRENT EVENTS ONLY**

**13. MERRILL RANCH COMMUNITY FACILITY DISTRICT NO. 1 CALL TO ORDER**

**ROLL CALL: Tara Walter, John Anderson, Bill Hawkins, Karen Wall, Kristen Larsen, Michelle Cordes, Judy Hughes.**

**14. MERRILL RANCH COMMUNITY FACILITY DISTRICT NO. 2 CALL TO ORDER**

**ROLL CALL: Tara Walter, John Anderson, Bill Hawkins, Karen Wall, Kristen Larsen, Michelle Cordes, Judy Hughes.**

**15. ADJOURNMENT TO A JOINT EXECUTIVE SESSION WITH MERRILL RANCH COMMUNITY FACILITY DISTRICT NO. 1, NO. 2 AND THE MAYOR AND TOWN COUNCIL OF THE TOWN OF FLORENCE.**

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), (A)(4) and (A)(7) to consider its position and instruct its representatives and/or attorneys regarding:

- a. Discussion or consultations regarding a Notice of Claim filed by Merrill Ranch Owner's Agent, L.L.C., CMR/Casa Grande, L.L.C., Roadrunner Resorts, L.L.C. and Florence Copper, Inc. against Merrill Ranch Community Facilities Districts No. 1 and No. 2 and the Town of Florence.
- b. Discussion or consultation potential and threatened claims against the Town and Districts.

**16. ADJOURNMENT FROM MERRILL RANCH COMMUNITY FACILITY DISTRICT NO. 1 EXECUTIVE SESSION.**

**17. ADJOURNMENT FROM MERRILL RANCH COMMUNITY FACILITY DISTRICT NO. 1 MEETING.**

**18.ADJOURNMENT FROM MERRILL RANCH COMMUNITY FACILITY DISTRICT NO. 2 EXECUTIVE SESSION.**

**19. ADJOURNMENT FROM MERRILL RANCH COMMUNITY FACILITY DISTRICT NO. 2 MEETING.**

**20.FLORENCE TOWN COUNCIL MOTION TO RESUME**

**21.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), (A)(4) and (A)(7) to consider its position and instruct its representatives and/or attorneys regarding:

- a. Town's position and instruct its attorneys regarding pending litigation in Maricopa County Superior Court: Town of Florence v. Florence Copper, Inc. CV2015-000325, including counterclaims.
- b. Town's position and instruct its attorneys regarding Arizona Department of Environmental Quality proceedings, related to Water Quality Appeals Board Case No. 16-002, including appellate proceedings to reviewing courts.
- c. Possible discussions with government agencies/entities and private entities involving the acquisition, purchase, sale or lease of real property and other property related to the Town of Florence's water and wastewater systems, including upgrades, expansions, contracts, and/or settlement discussions related thereto.
- d. Town's position and instruct its attorneys regarding pending litigation in Pinal County Superior Court: George H. Johnson and Johnson Utilities, LLC v. Town of Florence, Brent Billingsley and Lisa Garcia (No. S-1100-CV-201900383).
- e. Town's position on potential land purchase.

**22.ADJOURNMENT FROM EXECUTIVE SESSION**

**23. 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 AUGUST 29, 2019, BY LISA GARCIA, TOWN CLERK, AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA, AND AT [WWW.FLORENCEAZ.GOV](http://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.\*\*\***

# MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1 AGENDA

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the Merrill Ranch Community Facility District No. 1 Members and to the general public that a Special Meeting of the District Board will be held on Tuesday, September 3, 2019, at 7:00 p.m., or immediately following the Town of Florence Council Meeting, 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: Tara Walter \_\_, John Anderson \_\_, Bill Hawkins \_\_, Karen Wall \_\_\_\_, Kristen Larsen \_\_\_\_, Michelle Cordes \_\_, Judy Hughes \_\_.

## 3. ADJOURNMENT TO A JOINT EXECUTIVE SESSION WITH MERRILL RANCH COMMUNITY FACILITY DISTRICT NO. 1, NO. 2 AND THE MAYOR AND TOWN COUNCIL OF THE TOWN OF FLORENCE.

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), (A)(4) and (A)(7) to consider its position and instruct its representatives and/or attorneys regarding:

- a. Discussion or consultations regarding a Notice of Claim filed by Merrill Ranch Owner's Agent, L.L.C., CMR/Casa Grande, L.L.C., Roadrunner Resorts, L.L.C. and Florence Copper, Inc. against Merrill Ranch Community Facilities Districts No. 1 and No. 2 and the Town of Florence.
- b. Discussion or consultation potential and threatened claims against the Town and Districts.

## 4. ADJOURNMENT FROM MERRILL RANCH COMMUNITY FACILITY DISTRICT NO. 1 EXECUTIVE SESSION.

## 5. ADJOURNMENT

The Merrill Ranch Community Facilities District No. 1 (MRCFD1) Board may go into Executive Session at any time during the meeting for the purpose of obtaining legal advice from the District's Attorney(s) on any of the agenda items pursuant to A.R.S. § 38-431.03(A)(3). One or more members of MRCFD1 Board may appear for part or all of the meeting including Executive Session telephonically.

POSTED AUGUST 29, 2019, BY LISA GARCIA, DISTRICT CLERK, AT 775 N. MAIN STREET, ARIZONA AND [WWW.FLORENCEAZ.GOV](http://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.\*\*\*

# MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2 AGENDA

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the Merrill Ranch Community Facility District No. 2 Members and to the general public that a Special Meeting of the District Board will be held on Tuesday, September 3, 2019, at 7:00 p.m., or immediately following the Town of Florence Council Meeting, 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: Tara Walter \_\_, John Anderson \_\_, Bill Hawkins \_\_, Karen Wall \_\_\_\_, Kristen Larsen \_\_\_\_, Michelle Cordes \_\_, Judy Hughes \_\_.

## 3. ADJOURNMENT TO A JOINT EXECUTIVE SESSION WITH MERRILL RANCH COMMUNITY FACILITY DISTRICT NO. 1, NO. 2 AND THE MAYOR AND TOWN COUNCIL OF THE TOWN OF FLORENCE.

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), (A)(4) and (A)(7) to consider its position and instruct its representatives and/or attorneys regarding:

- a. Discussion or consultations regarding a Notice of Claim filed by Merrill Ranch Owner's Agent, L.L.C., CMR/Casa Grande, L.L.C., Roadrunner Resorts, L.L.C. and Florence Copper, Inc. against Merrill Ranch Community Facilities Districts No. 1 and No. 2 and the Town of Florence.
- b. Discussion or consultation potential and threatened claims against the Town and Districts.


## 4. ADJOURNMENT FROM MERRILL RANCH COMMUNITY FACILITY DISTRICT NO. 2 EXECUTIVE SESSION.

## 5. ADJOURNMENT

The Merrill Ranch Community Facilities District No. 2 (MRCFD2) Board may go into Executive Session at any time during the meeting for the purpose of obtaining legal advice from the District's Attorney(s) on any of the agenda items pursuant to A.R.S. § 38-431.03(A)(3). One or more members of MRCFD2 Board may appear for part or all of the meeting including Executive Session telephonically.

POSTED AUGUST 29, 2019, BY LISA GARCIA, DISTRICT CLERK, AT 775 N. MAIN STREET, ARIZONA AND [WWW.FLORENCEAZ.GOV](http://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.\*\*\*

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>6a.</b>
<b>MEETING DATE:</b> September 3, 2019  <b>DEPARTMENT:</b> Community Services  <b>STAFF PRESENTER:</b> Bryan Hughes, Community Services Director  <b>SUBJECT:</b> Arizona Parks and Recreation Association Award Recognition		<input type="checkbox"/> Action <input checked="" type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <ul style="list-style-type: none"> <li><input type="checkbox"/> Regulatory</li> <li><input type="checkbox"/> 1<sup>st</sup> Reading</li> <li><input type="checkbox"/> 2<sup>nd</sup> Reading</li> </ul> <input type="checkbox"/> Other
<b>STRATEGIC PLAN REFERENCE:</b> <input checked="" type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

**RECOMMENDED MOTION/ACTION:**

Presentation only, no action required.

**BACKGROUND/DISCUSSION:**

On Wednesday, August 21<sup>st</sup>, the Town was recognized with the 2019 Outstanding Program Award – Cultural Awareness Program from the Arizona Parks and Recreation Association (APRA) for the Annual Historic Home Tour. The award was presented at the Annual APRA Conference and Expo’s Annual Awards Banquet, which recognizes excellence in parks and recreation programming, facilities, and professionals.

John Nixon, Recreation Superintendent, and Alison Feliz, Recreation Coordinator, accepted the award on the Town’s behalf at the event held at the Hilton El Conquistador Resort in Oro Valley, Arizona.

**A VOTE OF NO WOULD MEAN:**

Not applicable

**A VOTE OF YES WOULD MEAN:**

Not applicable


**FINANCIAL IMPACT:**

Not applicable

**ATTACHMENTS:**

None



	<h2>TOWN OF FLORENCE COUNCIL ACTION FORM</h2>	<h3><u>AGENDA ITEM</u> 6b.</h3>
<p><b>MEETING DATE:</b> September 3, 2019</p> <p><b>DEPARTMENT:</b> Community Services</p> <p><b>STAFF PRESENTER:</b> Bryan C. Hughes, Community Services Director</p> <p><b>SUBJECT:</b> Official Naming of Poston Butte Facility</p>		<input type="checkbox"/> Action <input checked="" type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <ul style="list-style-type: none"> <li><input type="checkbox"/> Regulatory</li> <li><input type="checkbox"/> 1<sup>st</sup> Reading</li> <li><input type="checkbox"/> 2<sup>nd</sup> Reading</li> </ul> <input type="checkbox"/> Other
<p><b>STRATEGIC PLAN REFERENCE:</b></p> <p> <input checked="" type="checkbox"/> Community Vitality    <input type="checkbox"/> Economic Prosperity    <input type="checkbox"/> Leadership and Governance  <input type="checkbox"/> Partnership and Relationships    <input type="checkbox"/> Transportation and Infrastructure  <input type="checkbox"/> Statutory    <input type="checkbox"/> None </p>		

**RECOMMENDED MOTION/ACTION:**

Staff recommends ***Poston Butte Preserve*** as the formal name of the existing and soon to be expanded open space and trails.

**BACKGROUND/DISCUSSION:**

Poston Butte is the approximately 160-acre parcel acquired from the Bureau of Land Management (BLM) through the Recreation and Public Purposes Act. The original patent was given to the Pinal County Historical Society in 1964. The patent, with BLM approval, was transferred from the Pinal County Historical Society to the Town of Florence in 2006.

The Town applied for an additional 200+ acres from BLM adjacent to the original patented land to expand for recreational use. The primary use would be open space and trails for outdoor recreation, along with a restroom/classroom building and vehicular parking for approximately 100 vehicles. J2 Engineering and Environmental Design gave an update to the Board at the January 2019 special meeting.

The issue we are faced with as we move forward is the naming of the current parcel and if granted, the overall expanded area. Over the years it has been referred to as Poston Butte, F Mountain, Poston Butte Regional Park and Poston Butte Preserve. Below is an explanation of each.

***Poston Butte***

This is the name of the butte as listed on United States Geological Survey (USGS) maps. This is only the butte itself and not the surrounding area.

### ***F Mountain***

F Mountain is a nickname given to the butte because of the “F” monogram. The exact date that the “F” hillside monogram was first constructed is not known. However, it appears that it was a tradition in place by 1926 and probably began soon after Florence Union High School opened in 1916. The hillside symbol was first created by gathering up white cobbles and rocks, clearing the area of plants, and adding lime to the ground surface to prevent regrowth. Over the years, the hillside monogram on Poston Butte has been maintained by teachers and students from Florence High School, and the rocks that make up the “F” have been whitewashed with latex paint as well as reinforced with wire and concrete (*Florence Reminder Blade-Tribune* [FRBT], 20 April 1995:1 and 8).

### ***Poston Butte Special Use Park or Regional Park***

The 2008 Parks, Trails and Open Space Master Plan refers to Poston Butte as a Special Use Park or Regional Park.

### ***Poston Butte Preserve***

When possible acquisition of additional, adjacent lands began, staff began referring to the project as the Poston Butte Preserve, a planned 400+ acres consisting of open space and trails. The Town is planning to “preserve” the open space and trails for future generations while making it available for outdoor recreation. This is similar to what Scottsdale and Fountain Hills have done in preserving open space with the McDowell Sonoran Preserve and the McDowell Mountain Preserve and Trails, although on a much smaller scale. The concept of the preserve has been well received by the State Historic Preservation Office (SHPO).

The Parks and Recreation Advisory Board approved unanimously at their July 25<sup>th</sup> meeting to forward ***Poston Butte Preserve*** to the Town Council for consideration as the permanent name for the existing and expanded open space.

### **A VOTE OF NO WOULD MEAN:**

Staff will continue to work with the Parks and Recreation Advisory Board and the Town Council to determine the official name of the town facility.

### **A VOTE OF YES WOULD MEAN:**

Staff will move forward with the official name in new documentation and on future signage for the facility.

**FINANCIAL IMPACT:**

There is no financial impact to adopting a formal name for the existing and expanded project area at this time. Signage will be included in future projects.

**ATTACHMENTS:**

None



## TOWN OF FLORENCE COUNCIL ACTION FORM

### AGENDA ITEM 7a.

**MEETING DATE:** September 3, 2019

**DEPARTMENT:** Administration

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

**SUBJECT:** Prostate Cancer Awareness Month Proclamation

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

**STRATEGIC PLAN REFERENCE:**

- Community Vitality
- Economic Prosperity
- Leadership and Governance
- Partnerships and Relationships
- Transportation and Infrastructure
- Statutory
- None

**RECOMMENDED MOTION/ACTION:**

Proclaim September 2019 as Prostate Cancer Awareness Month.

**BACKGROUND/DISCUSSION:**

Ms. Kara Paschal asked that the Town declare September 2019 as Prostate Cancer Awareness Month in honor of her father, Russell Alvin Faulk, Jr. who lost his battle to prostate cancer on August 18, 2017.

The signed proclamation will be mailed to Ms. Kara Paschal after the September 3, 2019 meeting.

**A VOTE OF NO WOULD MEAN:**

Not applicable

**A VOTE OF YES WOULD MEAN:**

Not applicable

**FINANCIAL IMPACT:**

None

**ATTACHMENTS:**

Proclamation

# Proclamation

## PROSTATE CANCER AWARENESS MONTH

**WHEREAS**, this year approximately 174,650 men will be diagnosed with prostate cancer in the United States alone every year and roughly 31,620 die this year from the disease – which is 87 men every day; and

**WHEREAS**, in Arizona an estimated 2,800 new cases of prostate cancer will be and an estimated 900 deaths will occur in 2019; and prostate cancer is the most commonly diagnosed form of cancer and the second leading cause of cancer related deaths behind lung and colon cancer; and

**WHEREAS**, men with relatives- father, brother, son – with a history of prostate cancer are twice as likely to develop the disease and 1 in 9 men are diagnosed with prostate cancer. African American men are at the highest risk for the disease with a rate of 1 in 7 men. African American men are 2.3 times more likely to die from the disease: and

**WHEREAS**, education regarding prostate cancer and early detection strategies is critical to saving lives and preserving and protecting our families; and

**WHEREAS**, nearly 3 million men in the U.S. are living with a prostate cancer diagnosis; that number is estimated to climb to 4 million by 2024 as men in the baby boomer generation age.

**WHEREAS**, all men are at risk for prostate cancer and we encourage the citizens of (city) to increase the importance of prostate screenings.

**NOW, THEREFORE**, I, Tara Walter, Mayor of the Town of Florence, Arizona, do hereby proclaim September 2019 as PROSTATE CANCER AWARENESS MONTH in the Town of Florence, and do hereby urge all men to do annual screenings to ensure their well-being and health.

Issued this 3rd day of September 2019.

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Tara Walter, Mayor

**ATTEST:**

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Lisa Garcia, Town Clerk




## **RUSSELL ALVIN FAULK JR.**

**Jan 18<sup>th</sup> 1952 – Aug 18<sup>th</sup> 2017**

Rusty Faulk was born Jan 18th 1952 to his proud parents Russell and Alice Faulk. Rusty Faulk was an amazing man with amazing talents. He grew up to teach himself how to play harmonica. He became amazing at his craft. He went on to play the harmonica for over 40 years winning numerous awards along the way including the Little Jimmy Dickens award for his outstanding musical talent. Not only was he an amazing musician he was an amazing husband father son and friend to so many. He always lit up any room he walked in to. He brought such amazing light to so many people's lives. He taught so many people the true meaning of life it was very rare he didn't have a smile on his face. He always lived life to the fullest. In 2011 Rusty was diagnosed with stage 4 prostate cancer. He battled Prostate Cancer with everything he had until 2017. I don't want his death to be in vain. There needs to be more research! There needs to be more treatment! There needs to be more awareness! No more men need to lose the battle to this horrible disease. We need to save our husbands, father, brothers, sons, friends, etc. We need to save our men If we come together we can fight together. Please sign the letter for research! Please help us raise funding and please help us save our men thank you!



	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> 7b.
<b>MEETING DATE:</b> September 3, 2019  <b>DEPARTMENT:</b> Administration  <b>STAFF PRESENTER:</b> Jennifer Evans, Management Analyst  <b>SUBJECT:</b> Suicide Prevention Month		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1 <sup>st</sup> Reading <input type="checkbox"/> 2 <sup>nd</sup> Reading <input type="checkbox"/> <b>Other</b>
<b>STRATEGIC PLAN REFERENCE:</b> <input checked="" type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

**RECOMMENDED MOTION/ACTION:**

Proclaim September 2019 as Suicide Prevention Month

**BACKGROUND/DISCUSSION:**

Braden Biggs from the Youth Empowerment Partnership has requested a proclamation for Suicide Prevention Month from the Town of Florence. Each community across Pinal County has been asked to issue a proclamation and stand with the Youth Empowerment Partnership as they work to take the issue of suicide to the State of Arizona and legislators. Everyone is encouraged to wear yellow for Suicide Prevention month.

The Youth Empowerment Partnership has been working towards all Pinal County middle and high school student ID cards having the Suicide Prevention information on the back. Most schools are doing this as of this year but there is still a long way to go. Jill Broussard (County School Superintendent) is asking each school district Superintendent and Governing Board to issue proclamations for Suicide Prevention Month. Kathy Hoffman (State School Superintendent) is presenting this same proclamation to the State Board of Education on September 23rd at their meeting.

**A VOTE OF NO WOULD MEAN:**

Not applicable

**A VOTE OF YES WOULD MEAN:**

Not applicable

**FINANCIAL IMPACT:**

Not applicable

**ATTACHMENTS:**

Suicide Prevention Month Proclamation



# Proclamation

## SUICIDE PREVENTION MONTH

**WHEREAS**, suicide is a major public health issue with more than 123 deaths per day that requires vigilant attention and preventative action The Town of Florence stands in solidarity with our fellow Pinal County cities, school districts, county, community partners and families to bring awareness to this issue. Suicide is the second leading cause of death among ages 12-18 and the third leading cause of death amongst ages 18-30; and

**WHEREAS**, each suicide directly impacts numerous family members, friends, loved ones, and by extension, the entire community; and

**WHEREAS**, the Town of Florence is committed to raising awareness, providing education and training on suicide prevention, and reducing stigma; and

**WHEREAS**, the Town of Florence is committed to ensuring that those in need have access to services by healthcare providers trained in best practices to reduce suicide risk, and to reducing the stigma associated with using behavioral health treatment or losing a loved one to suicide; and

**WHEREAS**, The Town of Florence encourages anyone thinking of taking their own life seek the assistance they need by calling the National Suicide Hotline at 1-800-273-8255 or text the Crisis Text line at 741741, or if you are a teenager, you can call 1-800-248-8336; and

**WHEREAS**, no single suicide prevention effort will be sufficient or appropriate for all populations or communities; all are asked to join together and take a stand to help those who are contemplating suicide; and

**WHEREAS**, September 1<sup>st</sup> through 30<sup>th</sup> is recognized across the United States as Suicide Prevention Month and provides the opportunity to educate oneself about warning signs and how best to help those most in need;

**NOW, THEREFORE**, I, Tara Walter, Mayor, do hereby proclaim September 2019 as **Suicide Prevention Month** in the Town of Florence.

**DATED** this 3<sup>rd</sup> day of September 2019.


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Tara Walter, Mayor

ATTEST:

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Lisa Garcia, Town Clerk

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>7c.</b>
<b>MEETING DATE:</b> September 3, 2019  <b>DEPARTMENT:</b> Public Works  <b>STAFF PRESENTER:</b> Christopher Salas, P.E. Public Works Director Town Engineer  <b>SUBJECT:</b> Midway Chevrolet – Purchase of vehicles		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>
<b>STRATEGIC PLAN REFERENCE:</b> <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

**RECOMMENDED MOTION/ACTION:**

Authorization to purchase two 2020 Chevy Silverado’s, from Midway Chevrolet, for the Highway User Revenue Fund, in an amount not to exceed \$82,347.64.

**BACKGROUND/DISCUSSION:**

The purchase will allow the Town to replace three old vehicles that are 18 to 20 years old, have high mileage and are worn out. Staff will be utilizing the State of Arizona Cooperative Contract #ADSP017-166122 to secure the best pricing.

**A VOTE OF NO WOULD MEAN:**

A vote of “no” would mean that the Town will continue with costly maintenance and vehicles that are not dependable and unsafe.

**A VOTE OF YES WOULD MEAN:**

A vote of “yes” would allow new low maintenance, dependable, safe vehicles.

**FINANCIAL IMPACT:**

The cost is \$82,347.64.

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:**

- Approved Bid Tabulation and quote



# Town of Florence Bid Tabulation Sheet

		<b>General Ledger Account Number:</b>	<b>012-518-505</b>
Verbal (Only allowed \$5,000 or less)		Date Prepared:	8/12/2019
Written / Fax / Email (Mandatory over \$5,000 bids attached)		Prepared By:	DHILLS
Formal Sealed Bid :	Midway Chevrolet	Open Date:	
		Close Date:	

Item(s) (Include quality, Brand, Model & Color): (2) 2020 Chevy Crew Cab 2500 with Utility Body

VENDORS	Payment Terms (Discount)	Availability	Who Pays Shipping?	Unit Price	Extended Price	Comments
<b>1</b>	Name: Midway Chevrolet			\$41,173.82	\$82,347.64	Extended price for 2 vehicles
	Address: 2323 W Bell Rd			Tax:		
	Phoenix Az 85023			Freight:		
	Contact: Greg Ball			Labor		
	Phone: 602- 733- 2251			Fax:		
	Email:			Date Notified of Decision:		
	Quote #:	REQ # :		PO #:		
	Received:	Expires:				
<b>2</b>	Name:					
	Address:			Tax:		
		AZ		Freight:		
	Contact:					
	Phone:			Fax:		
	Email:			Date Notified of Decision:		
	Quote #:	REQ # :		PO #:		
	Received:	Expires:				
<b>3</b>	Name:					
	Address:			Tax:		
				Freight:		
	Contact:					
	Phone:			Fax:		
	Email:			Date Notified of Decision:		
	Quote #:	REQ # :		PO #:		
	Received:	Expires:				

State \_\_\_\_\_

**ARIZONA STATE CONTRACT # ADSP017-166122**

Department Head Approval:		Date:	8/14/19
Finance Director Approval:		Date:	8/14/19
Town Manager Approval:		Date:	8/14/19

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.**



## ARIZONA STATE CONTRACT VEHICLE QUOTE

STATE CONTRACT # ADSP017-166122 Vehicles; New Purchases  
 QUOTE SENT TO: David Florence  
 CONTRACT VEHICLE 2020 Chevrolet Silverado CC25943  
 Crew Cab Chassis  
 QUOTE DATE: 8/8/2019

CONTRACT PRICE PER ATTACHED SPECS 2019 Base  
 \$ 28,487.00

Additional Options

Solar Tint Glass Legal Max	Dealer	\$	195.00
8' Utility Body 36" Cabinets 10K Hitch	Dealer	\$	6,933.00
ZHQ	Spare Wheel and Tire	\$	345.80
ZLQ	WT Conv Pkg	\$	555.10
JL1	Elec Brake Controller	\$	250.25
5N5	Rear View Camera	\$	397.00
2020 Model Adjustment to CC20943	GM Fleet	\$	687.00

Delivery Pinal County \$ 135.00

Sub Total	\$	<u>37,985.15</u>
Sales Tax ( 8.3 %)	\$	3,152.77
City of Phx 2018 Tax	\$	30.90
Tire Tax	\$	5.00
Plates		
Extended Warranty		

Capital Total Each Unit	\$	41,173.82
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Quoted By: Gregg Ball Approximate Lead Time  
 Midway Chevrolet Nissan Isuzu Truck TBD

2323 W. Bell Rd.  
 Phoenix, Az. 85023

[gball@vtaig.com](mailto:gball@vtaig.com)  
 Cell 602-733-2251

Stock quotes subject to prior sale

Quotes good through Manufactures current year build dates.  
 Please call with any questions or concerns.

**Thanks for the opportunity!**



## Town of Florence

**[Fleet] 2020 Chevrolet Silverado 2500HD (CC20943) 2WD Crew Cab 172" Work Truck**





## Table of Contents

- Dealership Information
- Selected Model and Options
- Standard Equipment

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Data Version: 8960. Data Updated: Aug 6, 2019 10:29:00 PM PDT.



**Prepared By:**

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[Fleet] 2020 Chevrolet Silverado 2500HD (CC20943) 2WD Crew Cab 172" Work Truck

**Selected Model and Options**

**MODEL**

CODE	MODEL
CC20943	2020 Chevrolet Silverado 2500HD 2WD Crew Cab 172" Work Truck

**COLORS**

CODE	DESCRIPTION
GAZ	Summit White

**ADDITIONAL EQUIPMENT - MECHANICAL**

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
—	Capped Fuel Fill (Included and only available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine or (ZW9) pickup bed delete.)	0.00 lbs	0.00 lbs
JL1	Trailer brake controller, integrated (Requires (ZLQ) WT Fleet Convenience Package, (PCV) WT Convenience Package or (L5P) Duramax 6.6L Turbo-Diesel V8 engine. Included with (CMT) Gooseneck/5th Wheel Package.)	0.00 lbs	0.00 lbs

**ADDITIONAL EQUIPMENT - SAFETY-INTERIOR**

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
5N5	Rear Camera Kit Kit includes camera, fixed position bracket & 19 ft cable with attachment clips. Rear camera radio calibration provided from the factory. See Upfitter Integration Bulletin for installation instructions at <a href="http://www.gmupfitter.com">www.gmupfitter.com</a> (Requires (ZW9) pickup bed delete.)	0.00 lbs	0.00 lbs

**ADDITIONAL EQUIPMENT - EXTERIOR**

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
9J4	Bumper, rear, delete (Included and only available with (ZW9) pickup bed delete.)	0.00 lbs	0.00 lbs
DBG	Mirrors, outside power-adjustable vertical trailering with heated upper glass, lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm]) (Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)	0.00 lbs	0.00 lbs

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[Fleet] 2020 Chevrolet Silverado 2500HD (CC20943) 2WD Crew Cab 172" Work Truck

**ADDITIONAL EQUIPMENT - INTERIOR**

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
AQQ	Remote Keyless Entry with 2 transmitters (Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)	0.00 lbs	0.00 lbs
K34	Cruise control, electronic with set and resume speed, steering wheel-mounted (Included with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)	0.00 lbs	0.00 lbs
SFW	Back-up alarm calibration This calibration will allow installation of an aftermarket back-up alarm by disabling rear perimeter lighting (Included with (ZW9) pickup bed delete. Not available with (8S3) back-up alarm or (UY2) trailer wire provisions.)	0.00 lbs	0.00 lbs

**ADDITIONAL EQUIPMENT - PACKAGE**

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
ZLQ	WT Fleet Convenience Package includes (AQQ) Remote Keyless Entry, (K34) Cruise Control, (QT5) EZ Lift power lock and release tailgate and (DBG) outside power-adjustable vertical trairling with heated upper glass; (Not available with (PCV) WT Convenience Package. With (ZW9) pickup bed delete, (QT5) EZ Lift power lock and release tailgate is deleted.)	0.00 lbs	0.00 lbs

**ADDITIONAL EQUIPMENT - OTHER**

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
R9Y	Fleet Free Maintenance Credit. This option code provides a credit in lieu of the free oil changes, tire rotations and inspections for one maintenance service during 1st year of ownership. The invoice will detail the applicable credit. The customer will be responsible for all oil change, tire rotations and inspections costs for this vehicle. (Requires one of the following Fleet or Government order types: FBC, FBN, FCA, FCN, FEF, FLS, FNR, FRC or FGO. Not available with FDR order type.) *CREDIT*	0.00 lbs	0.00 lbs
VQ3	Fleet Processing Option	0.00 lbs	0.00 lbs

**PREFERRED EQUIPMENT GROUP**

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
1WT	Work Truck Preferred Equipment Group includes standard equipment	0.00 lbs	0.00 lbs

**SEAT TYPE**

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
A52	Seats, front 40/20/40 split-bench (no storage) (STD)	0.00 lbs	0.00 lbs

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[Fleet] 2020 Chevrolet Silverado 2500HD (CC20943) 2WD Crew Cab 172" Work Truck

**EMISSIONS**

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
FE9	Emissions, Federal requirements	0.00 lbs	0.00 lbs

**PAINT**

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
GAZ	Summit White	0.00 lbs	0.00 lbs

**AXLE**

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
GT4	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	0.00 lbs	0.00 lbs

**SEAT TRIM**

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
H1T	Jet Black, Cloth seat trim	0.00 lbs	0.00 lbs

**RADIO**

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
IOR	Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)	0.00 lbs	0.00 lbs

**GVWR**

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
JFH	GVWR, 10,300 lbs. (4672 kg) (STD) (Requires CC20943 model and (L8T) 6.6L V8 gas engine with 17" wheels.)	0.00 lbs	0.00 lbs

**ENGINE**

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)	0.00 lbs	0.00 lbs

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[Fleet] 2020 Chevrolet Silverado 2500HD (CC20943) 2WD Crew Cab 172" Work Truck

TRANSMISSION			
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
MYD	Transmission, 6-speed automatic, heavy-duty (STD) (Requires (L8T) 6.6L V8 gas engine.)	0.00 lbs	0.00 lbs

WHEELS			
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
PYN	Wheels, 17" (43.2 cm) painted steel, Silver (STD)	0.00 lbs	0.00 lbs

TIRES			
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
QHJ	Tires, LT245/75R17E all-season, blackwall (STD)	0.00 lbs	0.00 lbs

SPARE TIRE			
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
ZHQ	Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHJ) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QHJ) LT245/75R17E all-season, blackwall tires are ordered)	0.00 lbs	0.00 lbs

BODY CODE			
CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
ZW9	Pickup bed, delete includes capped fuel fill, (SFW) Back-up alarm calibration, (9J4) rear bumper delete, (9L3) spare tire delete and spare tire carrier delete. (Requires long bed model and 17" or 18" wheels.) *CREDIT*	0.00 lbs	0.00 lbs
<b>Options Total</b>		<b>0.00 lbs</b>	<b>0.00 lbs</b>

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## [Fleet] 2020 Chevrolet Silverado 2500HD (CC20943) 2WD Crew Cab 172" Work Truck

### Standard Equipment

#### Package

Trailer Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)

#### Mechanical

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb -ft of torque [629 N-m] @ 4000 rpm) (STD)

Transmission, 6-speed automatic, heavy-duty (STD) (Requires (L8T) 6.6L V8 gas engine.)

Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)

Durabed, pickup bed (STD)

GVWR, 10,300 lbs. (4672 kg) (STD) (Requires CC20943 model and (L8T) 6.6L V8 gas engine with 17" wheels.)

Air filter, high-capacity

Air filtration monitoring

Differential, heavy-duty locking rear

Rear wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)

Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)

Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section

Recovery hooks, front, frame-mounted, Black (Not included when (VQY) Chrome recovery hooks, LPO is ordered.)

Suspension Package

Steering, Recirculating Ball with smart flow power steering system

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

Capless Fuel Fill (Requires (L8T) 6.6L V8 gas engine. Not available with (ZW9) pickup bed delete.)

#### Exterior

Wheels, 17" (43.2 cm) painted steel, Silver (STD)

Tires, LT245/75R17E all-season, blackwall (STD)

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## [Fleet] 2020 Chevrolet Silverado 2500HD (CC20943) 2WD Crew Cab 172" Work Truck

### Exterior

Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHJ) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QHJ) LT245/75R17E all-season, blackwall tires are ordered)

Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)

Bumpers, front, Black

Bumpers, rear, Black

CornerStep, rear bumper

BedStep, Black integrated on forward portion of bed on driver and passenger side (Deleted when (ZW9) pickup bed delete is ordered.)

Moldings, beltline, Black

Cargo tie downs (12), fixed rated at 500 lbs per corner (Deleted with (ZW9) pickup bed delete.)

Grille (Front grille bar with "CHEVROLET" molded in Black, includes Black mesh inserts with small Gold bowtie emblem.)

Headlamps, halogen reflector with halogen Daytime Running Lamps

Taillamps with incandescent tail, stop and reverse lights

Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel.

Mirrors, outside high-visibility vertical trailering lower convex mirrors, manual-folding/extending (extends 3.31" [84.25mm]), molded in Black

Mirror caps, Black

Glass, solar absorbing, tinted

Tailgate and bed rail protection cap, top

Tailgate, locking, utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package is ordered. Not available with (ZW9) pickup bed delete.)

Tailgate, gate function manual, no EZ Lift (Deleted with (ZW9) pickup bed delete.)

Door handles, Black grained

### Entertainment

Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)

Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)

Bluetooth for phone connectivity to vehicle infotainment system

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## [Fleet] 2020 Chevrolet Silverado 2500HD (CC20943) 2WD Crew Cab 172" Work Truck

### Interior

Seats, front 40/20/40 split-bench (no storage) (STD)

Vinyl seat trim

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double cab model.)

Floor covering, rubberized-vinyl (Not available with LPO floor liners.)

Steering wheel, urethane

Steering column, Tilt-Wheel, manual with wheel locking security feature

Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Exterior Temperature Display located in radio display

Rear Seat Reminder (Requires Crew Cab or Double Cab model.)

Window, power front, drivers express up/down (Standard on Crew Cab and Double Cab models. On Regular Cab model, included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)

Window, power front, passenger express down (Standard on Crew Cab and Double Cab models. On Regular Cab model, included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)

Windows, power rear, express down (Not available on Regular Cab models.)

Door locks, power (Standard on Crew Cab and Double Cab models. On Regular Cab models, included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package.)

USB port, located on instrument panel

Power outlet, front auxiliary, 12-volt

Air conditioning, single-zone

Air vents, rear, heating/cooling (Not available on Regular Cab models.)

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

### Safety-Mechanical

StabiliTrak stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

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## [Fleet] 2020 Chevrolet Silverado 2500HD (CC20943) 2WD Crew Cab 172" Work Truck

### Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

### Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Rear Vision Camera (Deleted with (ZW9) pickup bed delete.)

Hitch Guidance (Deleted with (ZW9) pickup bed delete.)

Teen Driver configurable feature that lets you activate customizable vehicle settings associated with a key fob, to encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

### Processing-Other

Trailer Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available with (ZW9) pickup bed delete.)

### WARRANTY

Warranty Note: <<< Preliminary 2020 Warranty Note >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000


Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u> 7d.</b>
<b>MEETING DATE:</b> September 3, 2019  <b>DEPARTMENT:</b> Public Works, Water & Wastewater Division  <b>STAFF PRESENTER:</b> Christopher Salas, P.E. Public Works Director Town Engineer  <b>SUBJECT:</b> Home Depot USA Inc. Contract		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>
<b>STRATEGIC PLAN REFERENCE:</b> <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

**RECOMMENDED MOTION/ACTION:**

Authorization to contract with Home Depot USA Inc., to provide maintenance, repair, operating supplies, industrial supplies, and related products and services in an amount not to exceed \$51,000.

**BACKGROUND/DISCUSSION:**

The Town of Florence is requesting to enter into a contract with Home Depot USA Inc., through the U.S. Communities S.A.V.E. cooperative contract with Maricopa County, to provide maintenance, repair, operating supplies, industrial supplies, and related products and services in an amount not to exceed \$51,000 from July 1, 2019 through June 30, 2020.

**A VOTE OF NO WOULD MEAN:**

A vote of no would delay maintenance and repairs as needed by the Town.

**A VOTE OF YES WOULD MEAN:**

A vote of yes would mean quicker maintenance and repairs throughout the Town

**FINANCIAL IMPACT:**

Streets / HURF:	\$ 5,000
Facilities Maintenance:	\$ 9,000
Water / Wastewater:	\$20,000
Fire:	\$ 4,000
Fleet:	\$ 5,000
Community Services:	\$ 8,000

The cost to provide parts will not exceed \$51,000.

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:**

- Approved Bid Tabulation for Blanket Purchase Order
- Town of Florence Cooperative Cover Contract with Exhibit 1

**TOWN OF FLORENCE, ARIZONA**  
**THROUGH THE U.S. COMMUNITIES S.A.V.E. COOPERATIVE CONTRACT WITH MARICOPA**  
**COUNTY CONTRACT #2018009 TO PROVIDE MAINTENANCE, REPAIR, OPERATING**  
**SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES**

THIS CONTRACT (the "Contract") is made and entered into effective as of the 3rd day of September, 2019 ("Effective Date"), by and between the Town of Florence, Arizona (the "Town"), and Home Depot U.S.A. Inc., (the "Contractor") and together with the Contract Documents referred to and incorporated herein, is the "resultant contract" contemplated in the U.S. Communities S.A.V.E. Cooperative Contract. 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 maintenance, repair, operating supplies, industrial supplies and related products and services per contract specifications described in the attached scope of materials and services set forth in **Exhibit "1"** (the "Goods" or "Services"). The Contractor shall provide the Goods 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 Instructions, Standard Terms and Conditions, Special Terms and Conditions, Specifications, Scope of Work, Submittals and Attachments. 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 Goods.
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, the Master Contract, or 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 with 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 U.S. Communities S.A.V.E. Cooperative Contract #2018009 provide maintenance, repair, operating supplies, industrial supplies and related products and services 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: "Maricopa County", "Buyer" and "City" 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: "Deputy Finance Director" shall be deemed to be and refer to the Town of Florence Town Manager; and the terms: "Assignee", "Offeror", "Contractor", "Seller", "Supplier", and "Vendor" 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:
  - U.S. Communities / Maricopa County Contract # 2018009
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 **\$51,000.00**.

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 its 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 verification 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. All invoices are to be emailed to [accountspayable@florenceaz.gov](mailto:accountspayable@florenceaz.gov).
9. **TERMINATION.** Town, at any time and for any reason and without cause, may terminate, suspend or abandon any portion, or all, of this Contract at Town’s convenience 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  
Attn: Town Clerk  
PO Box 2670  
Florence AZ 85132  
(520) 868-7500

Contractor: Home Depot U.S.A., Inc  
Attn: Contract Administration  
2455 Paces Ferry Road  
Atlanta, GA 30339

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, 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. In consideration of the award of this Contract, the Contractor agrees to waive all rights of subrogation against the Town, its officers, officials, agents and employees for losses arising from the Goods or Services provided by the Contractor for the Town.
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 one (1) year, 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 (the “Policy”) govern this procurement and are incorporated as part of this Contract by this reference. Contractor agrees and warrants that it is in compliance with the Policy, including demonstrating its lawful presence in the United States.

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. section 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: \_\_\_\_\_  
Tara Walter, Mayor

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

ATTEST:

Approved as to Form

\_\_\_\_\_  
Lisa Garcia, Town Clerk

\_\_\_\_\_  
Cliff Mattice, Town Attorney

CONTRACTOR:

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

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

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

**EXHIBIT A**  
**PRICING**

SERIAL 16154-RFP	
NIGP CODE: 45041	
RESPONDENT'S NAME:	Home Depot U.S.A., Inc.
COUNTY VENDOR NUMBER :	W000001453
ADDRESS:	2455 Paces Ferry Road
	Atlanta, GA 30339
P.O. ADDRESS:	Each local The Home Depot stores
TELEPHONE NUMBER:	866-589-0690
FACSIMILE NUMBER:	866-589-0691
WEB SITE:	<a href="http://www.homedepot.com">www.homedepot.com</a>
CONTACT (REPRESENTATIVE):	Richard Nyberg
REPRESENTATIVE'S E-MAIL ADDRESS:	<a href="mailto:richard_nyberg@homedepot.com">richard_nyberg@homedepot.com</a>
	<b>YES</b>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[X]
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]
PAYMENT TERMS. [X] NET 30 DAYS (See Below)	
Note: Net 30 is for Home Depot Account transactions only. Payment is required at the time of each transaction.	
Note: Net 60 payment terms for Home Depot Accounts may be available upon review of a customer's account information.	

<b>1.0 PRICING:</b>				
1.1	Do you offer a Rebate in lieu of a discount			Yes
	Details of your Rebate Program			
	• <b>At least \$10,000 to \$25,000 Annual Net Sales (Pretax) = 1% Rebate</b>			
	• <b>At least \$25,000 to \$100,000 Annual Net Sales (Pretax) = 2% Rebate</b>			
	• <b>Over \$100,000 Annual Net Sales (Pretax) = 5% Rebate</b>			
1.2	<b>Pro Rewards Paint Program</b>			
	<b>Level</b>	<b>Discount %</b>	<b>Minimum Annual Spend on Paint</b>	
	<b>Gold</b>	<b>20%</b>	<b>\$ 7,500</b>	
	<b>Silver</b>	<b>15%</b>	<b>\$ 4,000</b>	
	<b>Bronze</b>	<b>10%</b>	<b>\$ 2,000</b>	
1.3	<b>Volume Pricing Program</b>			
	<b>For any purchase over \$1,500 more aggressive pricing may be available through the Volume Pricing Program.</b>			
	<b>For any planned order over \$1,500, call in the request for quote to the ProDesk of your local The Home Depot</b>			
	<b>store and ask for it to be submitted for volume pricing consideration.</b>			

**EXHIBIT B**  
**STATEMENT OF WORK**

**CONTRACT FOR MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES, AND RELATED PRODUCTS AND SERVICES (U.S. Communities)**

**1.0 INTENT:**

The Contractor shall have a strong national presence for a vast array of supplies and equipment necessary for maintenance and repair in residential, commercial and industrial environments for use by various public entities nationwide.

Other governmental entities under agreement with the County may have access to services provided hereunder.

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

**1.1 INTRODUCTION, BACKGROUND AND INTENT:  
MASTER AGREEMENT**

Maricopa County, AZ (herein "Lead Public Agency" on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is awarding a contract to a qualified supplier to enter into a Master Agreement for a complete line of Maintenance, Repair and Operating (MRO) Supplies and Industrial Supplies in a Retail and Wholesale environment; and Related Products and Services (herein "Products and Services").

**1.2 GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES**

Contractors are to have the broadest possible selection of MAINTENANCE, REPAIR, OPERATING SUPPLIES, INDUSTRIAL SUPPLIES AND RELATED PRODUCTS AND SERVICES they offer. The intent of this contract is to provide Participating Public Agencies with a comprehensive offering of products and services to meet their various needs.

**1.2.1 Maintenance, Repair, Operating (MRO) Supplies and Related Services (Installation, Repair and Renovation)** – A complete and comprehensive offering of wholesale and/or retail MRO supplies such as appliances, building materials, hardware, HVAC, kitchen and bath cabinets, janitorial supplies, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, flooring, window coverings, and any other miscellaneous MRO supplies offered by Supplier.

In addition, a complete range of services available through the Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services offered by Supplier.

**1.2.2 Related Products and Services (Including Installation, Repair and Renovation Services)** – A complete range of related products and services offered by Supplier including, but not limited to, installation, repair and renovation services for replacements, upgrades, and remodeling in the residential, commercial and industrial environments relating to any of the following (non-inclusive): roofing, gutters, downspouts, HVAC, plumbing, electrical, exterior decks, patios and porches, exterior siding, windows and doors, interior and exterior painting, weatherization, ADA improvements, hose fabrication,



hydraulic repairs, gearbox repairs, conveyor system repairs, vulcanizing, rubber fabrication, and any other types of residential, commercial and industrial environments.

## **2.0 SCOPE OF WORK:**

### **2.1 MAINTENANCE, REPAIR, OPERATING SUPPLIES (MRO) AND RELATED SERVICES (INSTALLATION, REPAIR AND RENOVATION):**

Provide a complete and comprehensive offering of Retail MRO supplies such as appliances, building materials, hardware, HVAC, kitchen and bath cabinets, janitorial supplies, landscaping equipment and supplies, motors, pumps, paints and coatings, plumbing, pool chemicals and supplies, hand-held general purpose tools, power tools, flooring, window coverings, and any other miscellaneous MRO supplies offered by Supplier.

In addition, a complete range of services available through the Supplier such as, but not limited to, installation, renovation services, repair services, training services and any other related services offered by Supplier.

### **2.2 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES):**

2.2.1 Any related products offered by Supplier.

2.2.2 Services may also include replacements, upgrades, remodeling; and product, turnkey and major category installations.

2.2.3 Services performed shall be non-structural in nature.

2.2.4 Products used in performing these services shall be procured under the awarded contract, at contract prices.

2.2.5 These services may be required in the residential and commercial environments and may be any of the following (non-inclusive):

2.2.5.1 Roofing, Gutters, Downspouts

2.2.5.2 HVAC

2.2.5.3 Plumbing

2.2.5.4 Electrical

2.2.5.5 Exterior decks, patios and porches

2.2.5.6 Exterior Siding

2.2.5.7 Windows, Doors

2.2.5.8 Interior/Exterior Painting

2.2.5.9 Weatherization – Storm Windows/Doors, Insulation, Weather Stripping

2.2.5.10 ADA Improvements

2.2.6 Services:

2.2.6.1 Providing and managing qualified contractors

2.2.6.2 Budget management in keeping projects on budget

2.2.6.3 Project management services in design, planning, organizing, scheduling and managing all stages of a project.

2.2.7 Service Providers (Labor):

2.2.7.1 Contractor shall serve as the single point of contact between Participating Public Agencies and Service Providers.

- 2.2.7.2 Contractor shall verify that all Service Providers are fully licensed for the type of work being performed in the respective state(s).
- 2.2.7.3 Contractor shall verify each Service Provider maintains at a minimum, the levels of insurance specified under in draft contract.
- 2.2.7.4 Contractor shall perform a background screen of all Service Providers consisting of (at a minimum):
  - 2.2.7.4.1 National Employee Database
  - 2.2.7.4.2 SSN Verification
  - 2.2.7.4.3 National Criminal Database Check
  - 2.2.7.4.4 Two County Search
  - 2.2.7.4.5 Sex Offender Search
  - 2.2.7.4.6 Annual Review (National Criminal Database)
  - 2.2.7.4.7 Two (2) Year Complete Re-Screen and Renewal
  - 2.2.7.4.8 Financial Background
- 2.2.7.5 All Service Provider employees shall wear a Service Provider's issued picture identification badge at all times.

**2.3 PRODUCT CATEGORIES:**

This Agreement is to establish a nationwide purchasing agreement for the acquisition of MRO and related products/services. The category descriptive examples below are not to be considered restrictive, but rather, provide a general, non-inclusive, description of the category. These are standard use in the residential, commercial, and industrial environments. .

All products offered shall be new, unused and of the latest design and technology.

The intent is for each Proposer to submit their complete product line so that Participating Public Agencies may order a wide array of product as appropriate for their needs. You may subcontract items your firm does not supply.

**2.3.1 CATEGORY 1: APPLIANCES**

Large appliances: refrigerators, washers, dryers, dishwashing machines, stoves, cooktops, range hoods and ovens; TVs, DVR's, small appliances: mixers, toasters, microwave ovens, food processors, disposals, trash compactors, and all ancillary supplies, tools, and components.

**2.3.2 CATEGORY 2: BUILDING MATERIALS**

Lumber (dimensional and timber), millwork, roofing, siding, plywood, paneling, hardwood, trim, molding, fencing, decking, gates, brick, block, doors, windows, bagged goods (concrete, mortar, sand, or asphalt), drywall, rebar, acoustical tiles, rain gutters, garage door openers, insulation, and all ancillary supplies, tools, and components.

**2.3.3 CATEGORY 3: HARDWARE**

Fasteners (nuts/bolts, screws, washers, rivets, nails), builders hardware (hinges, gate hardware, barrel bolts/hasps, corner braces, shelf brackets, closet hardware, springs), threaded rod/steel shapes, anchors, padlocks, lock sets, wheels, casters, ball bearings, rope, chain, metal stock, dry cell batteries, fire extinguishers, signs, cabinet hardware, mail boxes, safes, drop boxes, weatherization products, and all ancillary supplies, tools, and components.

**2.3.4 CATEGORY 4: HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)**

Equipment, package units, evaporative coolers, tools, parts, ducting, air filtration, thermostats, portable and fixed heaters, fans, and all ancillary supplies, tools, and components.

- 2.3.5 CATEGORY 5: KITCHEN AND BATH CABINETS  
Kitchen cabinets, bath vanities, countertops, medicine cabinets, mirrors, and all ancillary supplies, tools, and components.
- 2.3.6 CATEGORY 6: JANITORIAL SUPPLIES  
Cleaners, soaps, waxes, strippers, polishes, vacuums, brooms, mops, buckets, gloves, carts, paper goods, and all ancillary supplies, tools, and components.
- 2.3.7 CATEGORY 7: LANDSCAPING EQUIPMENT AND SUPPLIES  
Lawn and landscape equipment (gasoline and electric), shovels, rakes, axes, hoes, hoses, nozzles, insect control, herbicides, fertilizers, plants, trees, sprinkler/irrigation equipment and supplies and all ancillary supplies, tools, and components.
- 2.3.8 CATEGORY 8: MOTORS/PUMPS  
Fractional and full horse, starters, pulleys, belts, fans, motor controls, and all ancillary supplies, tools, and components.
- 2.3.9 CATEGORY 9: PAINTS AND COATINGS  
All types of paints and coatings, wall paper, caulking, spray equipment, aerosol paints, pressure washers, sand blasters, finishes, abrasives, epoxy, cleaners, drywall supplies, tarps, compounds, adhesives, accessories, and all ancillary supplies, tools, and components.
- 2.3.10 CATEGORY 10: PLUMBING  
Equipment, parts, piping and fittings, water heaters, furnaces, disposals, pneumatic piping, filters, commodes, sinks, bathtubs, showers, shower doors, faucets, water conditioning equipment, water dispensing equipment, salt, and all ancillary supplies, tools, and components.
- 2.3.11 CATEGORY 11: POOL SUPPLIES  
Pool chemicals, tools, timers, pump/motor units, vacuum equipment, patio furniture, parts, and all ancillary supplies, tools, and components.
- 2.3.12 CATEGORY 12: TOOLS, HAND-HELD GENERAL PURPOSE  
Hand-held (electric, battery, or pneumatic operated), including accessories, automotive type tools, welding equipment, testing and measuring tools, carts and hand trucks, work benches, tool cabinets, ladders, and all ancillary supplies and components.
- 2.3.13 CATEGORY 13: TOOLS, POWER TYPE  
Electric or gas operated, mobile or stationary, bench or floor mounted, including accessories, and all ancillary supplies and components.
- 2.3.14 CATEGORY 14: FLOORING AND WINDOW COVERINGS  
All flooring, including but not limited to, vinyl plank, VCT, vinyl tile, ceramic tile, hardwood, carpet tile, carpet and cove base; blinds, shades, screens, window glass, mirrors, parts, and all ancillary supplies, tools, and components.

2.3.15 CATEGORY 15: HOSPITALITY

Guest room supplies and appliances, personal care amenities, telephones, bed and bath linens, housekeeping cleaning supplies, public restroom supplies, carts, banquet and conference room supplies, guest room and suite furniture, fixtures, and equipment, pool and patio equipment, and other hospitality supplies.

2.3.16 CATEGORY 16: WATER AND WASTE WATER TREATMENT

Aeration, chart and data recorders, chemical feed, collection systems, flow metering, gauges, grounds maintenance, hose, hydrants, lab chemicals, equipment, and testing, location and leak detection, level and pressure, pipe, plugs, process analysis, pumps, sampling equipment, storm water, tanks, tools, valves, and water treatment.

2.3.17 CATEGORY 17: MISCELLANEOUS

Including, but not limited to: shelving (metal or wood composite), safety and emergency equipment, first aid supplies, conditioning salt, scaffolding (purchased), packaging supplies, communication supplies, electrical supplies, lighting supplies, office products, and property management products.

2.3.18 CATEGORY 18: IN STORE SERVICES

Including, but not limited to: glass cutting, pipe threading, planning services (flooring and cabinet), verbal technical advice, special orders, rental equipment, etc.

2.4 PRODUCT ORDERING:

2.4.1 Contractor's limited product line (Wholesale or Retail) shall be available for internet ordering 24/7.

2.4.2 Products may be ordered by any of the following methods:

2.4.2.1 Retail Stores (Point of Sale)

2.4.2.2 Internet (Homedepot.com )

2.4.2.3 Other eProcurement options

2.4.2.4 Will Call (Phone or FAX order)

2.5 PRODUCT PRICING:

Retail:

Products shall be sold at their retail price. An annual volume rebate will be paid to Participating Public Agencies (see Exhibit A). For any purchase over \$1,500, more aggressive pricing may be available through the Volume Pricing Program. The discount offered through this program will depend on dollar value, quantity and type of material. In addition, the Pro Rewards Paint program offers Participating Public Agencies further discounts on their paint only purchases (see Exhibit A).

2.6 ON-LINE CATALOG DISCOUNT PRICING:

Presently, the capability exists to access a limited on-line catalog reflecting contract pricing of products.

2.7 RELATED PRODUCTS AND SERVICES (INSTALLATION, REPAIR AND RENOVATION SERVICES) PRICING:

2.7.1 All Participating Public Agencies shall receive a detailed written quotation for all services to be performed, and product(s) to be provided.

- 2.7.2 All quotations shall be for a “not to exceed” amount.
- 2.7.3 As an audit tool, the Contractor(s) shall provide a copy of the most current R.S. Means Bare Cost Data (including any city cost index adjustment) pertaining to all written quotations.
- 2.7.4 Spending on services shall be included in the annual volume rebate (see Exhibit A).

**2.8 SALES REPORTING:**

- 2.8.1 Sales Dollars
- 2.8.2 Sales histories by manufacturer, item description, part number, quantity, NIGP codes
- 2.8.3 Procurement card (MasterCard or Visa brand)

**2.9 BRAND NAMES:**

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. . Materials substantially equivalent to those designated shall qualify for consideration of an order.

**2.10 DELIVERY, FREIGHT REQUIREMENTS:**

- 2.10.1 All domestic ground shipments shall be FOB Destination, Freight Prepaid and Included. Any handling fees shall also be included in the pricing.
- 2.10.2 Any requests for local delivery of orders placed at local stores shall be subject to local delivery fees, if applicable.
- 2.10.3 Shipping and handling fees are allowable to destinations outside the continental U.S.
- 2.10.4 A packing list or other suitable shipping document shall accompany each shipment and shall include the following:
  - 2.10.4.1 Contract Serial number
  - 2.10.4.2 Contractor’s name and address
  - 2.10.4.3 Participating Public Agency’s name and address
  - 2.10.4.4 Participating Public Agency’s purchase order number
  - 2.10.4.5 A description of product(s) shipped, including item number(s), quantity (is), number of containers and package number(s), as applicable

**3.0 PROCUREMENT REQUIREMENTS:**

**3.1 SHIPPING TERMS:**

Bid price(s) and terms shall be F.O.B. Destination at ordering Agencies locations for those items requested to be delivered. Delivery charges may apply based on location.

**3.2 OPERATING MANUALS (If required):**

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Using Agency.

**3.3 INSTALLATION: (If required):**

The Contractor’s price shall include delivery and installation of all equipment in a complete operating condition.

3.4 ACCEPTANCE: (If required):

Upon delivery and successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

3.5 CONTRACTOR EMPLOYEE MANAGEMENT:

3.5.1 Contractor shall endeavor to maintain the personnel proposed in their offer throughout the implementation of the Agreement. In the event that Contractor personnel's employment status changes, Contractor shall provide County a list of replacement personnel. Under no circumstances is it acceptable for the implementation schedule to be impacted by a personnel change on the part of the Contractor.

3.5.2 County reserves the right to immediately remove from its premises any Contractor personnel it determines is a risk to County operations.

3.5.3 County reserves the right to request the replacement of Contractor personnel at any time, for any reason.

3.6 WARRANTY:

**Home Depot SOW Information:** All repair and renovation services performed by Home Depot carries a one (1) year workmanship warranty and all manufacturers' product warranties shall be passed on to the end customer as further detailed in Contract section 6.5. Home Depot also offers a robust return policy on product purchases, whereas (most) returns within 90 days of purchase are accommodated with a valid sales receipt for exchange, refund, credited to an associated Home Depot

3.6.1 All items furnished under this Contract shall conform to the requirements of this Contract and shall be free from defects in design, materials and workmanship.

3.6.2 The warranty period for workmanship shall be for an initial period of twelve (12) months and commence upon acceptance by County.

3.6.2.1 The Contractor agrees that he will, at his own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective during the term of this warranty. The Contractor shall guarantee the equipment to be supplied complies with all applicable regulations.

3.7 FACTORY AUTHORIZED SERVICE AVAILABILITY (if required):

The Contractor shall have and maintain a local factory authorized service facility within the Phoenix, Arizona metropolitan area. The facility shall be capable of supplying and installing component parts, troubleshooting, repairing and maintaining the products. Minimum service hours shall be from 8:00 A.M. through 5:00 P.M., Arizona Time, Monday through Friday.

3.8 USAGE REPORT:

The Contractor shall furnish the County a usage report upon request delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

**16154 EXHIBIT C**  
**FACILITIES MANAGEMENT REQUIREMENTS**

Maricopa County Facilities Management operation requirements.

1.0 HOURS OF SERVICE:

- 1.1 REGULAR HOURS are between 6:00 AM and 6:00 PM, Monday through Friday, excluding County holidays.
- 1.2 AFTER HOURS is after 6:00 PM and prior to 6:00 AM, Monday through Friday.
- 1.3 WEEKENDS are anytime Saturday or, Sunday.
- 1.4 HOLIDAYS are County Holidays (See County holiday schedule attachment).
- 1.5 Services shall be available 24 hours per day, 7 days per week, 365 days per year.
- 1.6 Contractor shall provide 24 hours per day, 7 days per week, 365 days per year telephone access, and strive to respond to a call for services within thirty (30) minutes of receipt.

2.0 RESPONSE TIMES:

- 2.1 During REGULAR HOURS, AFTER HOURS, WEEKEND or HOLIDAYS, Contractor shall strive to respond on-site within four (4) hours of receipt of a service request if a site visit is mutually determined to be required.
- 2.2 If the request is designated by the County as an EMERGENCY, the contractor shall strive to respond on-site within two (2) hours of receipt of a service request regardless of the time of day, WEEKEND or HOLIDAY if a site visit is mutually determined to be required.

3.0 TRIP CHARGE:

Trip charges are permitted when time and material work is requested at the following sites only:

- 3.1 MCSO Lake Aid Stations (Apache, Bartlett, Blue Point, Canyon and Saguaro)
- 3.2 County offices located in Gila Bend, AZ
- 3.3 County offices located in Buckeye, AZ
- 3.4 County offices located in Aguila, AZ
- 3.5 Only one trip charge may be charged per service call.
- 3.6 If the contractor arrives onsite and is unable to locate a County representative familiar with the work or unable to gain access to the work site, the Contractor may only bill for a trip charge (maximum one time daily trip charge not to exceed \$50.00). The Contractor is not authorized to incur nor will the County accepting billing for any labor charges.

4.0 CONTRACTOR REQUIREMENTS:

- 4.1 Contractor(s) shall supply all labor, supervision, materials, tools, equipment, and effort necessary to perform the Scope of Work presented.

- 4.2 The Contractor's service truck fleet and/or warehouse shall carry sufficient supply of repair parts and equipment to perform services per Scope of Work presented.
  - 4.3 The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work.
  - 4.4 All employees of the Contractor shall wear a company uniform identified with the company name that may include one of the following:
    - 4.4.1 Shirt/blouse
    - 4.4.2 Vest
    - 4.4.3 Cap
    - 4.4.4 Badging that identifies the business they work for
  - 4.5 No one except authorized employees of the Contractor is allowed on the premises of Maricopa County. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.
  - 4.6 The Contractor shall perform the work in a way to minimize disruption to the normal operation of building occupants. Upon completion of work the Contractor shall clean and remove from the job site all debris, materials and equipment associated with the work performed.
  - 4.7 Contractor shall adhere to all regulations, rules, ordinances, and standards set by Federal, State, County, and Municipal governments pertaining to safety on the job site.
- 5.0 BUILDING SECURITY (KEYS):
- 5.1 The Contractor may be provided keys to required County Facilities at the discretion of FMD. Keys may be acquired by:
  - 5.2 The Contractor being provided permanent key(s), wherein the Contractor verifies receipt of and accepts responsibility for keys. The keys must be returned at the completion of the work or at the direction of FMD. Keys not returned may cause the County to re-key the ENTIRE building or locations that the set of keys opened with the cost being borne by the Contractor.
  - 5.3 In lieu of or in addition to keys, the Contractor may be provided card access badges at the discretion of FMD.
  - 5.4 The Contractor shall notify FMD within twenty-four (24) hours if any keys are lost, misplaced, stolen or otherwise not within the Contractor's control.
- 6.0 Once the Purchase Order is complete, expired, or terminated the Contractor shall immediately return all badges and keys to FMD.SALVAGE:
- Salvage rights shall be evaluated on a project by project basis by the County and shall be determined prior to incorporation in the contractor's bid price. Salvage rights automatically apply for all work if in the best interest to the County. Salvageable materials without pre-approved contractor salvage rights shall be securely stored and are not to be transported off the site without written permission from Maricopa County. If contractor is given salvage rights, salvageable materials shall be removed daily. No on site storage of contractor's salvaged materials will be permitted.



**7.0 INVOICES AND PAYMENTS:**

For transactions using a Home Depot Net 30 Account, Invoices are required to contain the following information and should be e-mailed to [FMD-ACCOUNTSPAYABLE@MAIL.MARICOPA.GOV](mailto:FMD-ACCOUNTSPAYABLE@MAIL.MARICOPA.GOV) If invoices cannot be e-mailed, U.S. Mail is acceptable to Maricopa County Facilities Management, Accounts Payable, 401W. Jefferson, Phoenix, Arizona 85003 – or to the address that was used in establishing the associated Home Depot Account.

- 7.1 Company name, address and contact information
- 7.2 County bill-to name and contact/requestor information
- 7.3 Building Name and Building Number
- 7.4 County purchase order number
- 7.5 County contract number
- 7.6 Maximo (FMD) service call number
- 7.7 Invoice number and date
- 7.8 Date of service or delivery
- 7.9 Description of Purchase (services performed)
- 7.10 Labor breakdown: rate per hour x no. of hours by personnel type (time & materials)
- 7.11 Material breakdown: itemized parts list to contain unit price x quantity, indicating mark-ups as contracted (time & materials)
- 7.12 Arrival and completion time
- 7.13 Total Amount Due with tax amounts separated. Must also clearly indicate the tax rate being applied
- 7.14 Payment Terms

For Time & Material work, Contractor(s) must provide, all equipment, expendable shop supplies (rags, cleaners, solvents, gasses, etc.), miscellaneous parts (screws, bolts nuts, small items etc.), tools, etc. necessary to perform all the required services. Contractor(s) are allowed a one-time Misc. Shop fee charge of up to \$25.00 per work order to cover these type of expenses. Anything beyond the \$25 limit, will be provided at the contractor's own expense.


**8.0 CONTRACTOR EMPLOYEE BACKGROUND CHECK:**

A background check is required for all Contractor employees providing services to the County. The cost of this service shall be incurred by the County. No Contractor employee may access County property without approval of FMD.

**HOME DEPOT U.S.A., INC., 2455 PACES FERRY ROAD, ATLANTA, GA. 30339**

PRICING SHEET: NIGP CODE 45041

Terms:	NET 30
Vendor Number:	VC0000005735
Certificates of Insurance	Required
Contract Period:	To cover the period ending <b>December 31, 2021.</b>

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>7e.</b>
<b>MEETING DATE:</b> September 3, 2019  <b>DEPARTMENT:</b> Public Works, Water & Wastewater Division  <b>STAFF PRESENTER:</b> Christopher Salas, P.E. Public Works Director/Town Engineer  <b>SUBJECT:</b> Amazon Services, LLC		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>
<b>STRATEGIC PLAN REFERENCE:</b> <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

**RECOMMENDED MOTION/ACTION:**

Authorization to contract with Amazon Services LLC, for the purchases of products and services through the on-line marketplace, in an amount not to exceed \$64,600.

**BACKGROUND/DISCUSSION:**

Authorization to contract with Amazon Services, LLC, through the Prince William County Public Schools – Omnia Master Cooperative Contract R-TC-17006 (Expires 1.18.2028), to provide Products and Services through the on-line marketplace, in an amount not to exceed \$64,600, from July 1, 2019 through June 30, 2020.

**A VOTE OF NO WOULD MEAN:**

A vote of ‘no’ would delay the purchase of products and services for the Town.

**A VOTE OF YES WOULD MEAN:**

A vote of ‘yes’ would mean quicker products and services for the Town.

**FINANCIAL IMPACT:**

The cost to provide parts will not exceed \$64,600.00.

ALLOCATION			
Finance	505	\$	100.00
Human Resources	508	\$	1,000.00
Community Development	510	\$	500.00
Police	511, 512, 513	\$	1,000.00
Fire	515, 516, 517	\$	1,000.00
PW Streets/HURF	518	\$	7,500.00
Information Technologies	519	\$	10,000.00
Community Services	520, 521, 522, 523, 524, 525, 526, 528, 529	\$	12,000.00
Town Engineer	530	\$	2,500.00
Facilities Maintenance	531	\$	3,000.00
Fleet Services	536	\$	1,000.00
Water	574	\$	10,000.00
Wastewater	575, 576	\$	15,000.00
	<b>Total:</b>	<b>\$</b>	<b>64,600.00</b>

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:**

- Approved Bid Tabulation for Blanket Purchase Order
- Town of Florence Cooperative Cover Contract with Exhibit 1



## Town of Florence Bid Tabulation Sheet

		<b>General Ledger Account Number:</b>	<b>See Breakdown Below</b>
<b>Email Confirmation (\$5,000 or less)</b>		<b>Date Prepared:</b>	<b>8/2/2019</b>
<b>Written / Fax / Email (Mandatory over \$5,000 bids attached)</b>		<b>Prepared By:</b>	<b>Susan Jonas</b>
<b>Sealed Bid Title:</b>	<b>Formal Sealed Bid :</b> <input type="checkbox"/>	<b>Written Bid:</b> <input type="checkbox"/>	<b>Open Date:</b>
<b>OMNIA Partners and Amazon - Cooperative Purchase Contract #R-TC-17006 Expires 1/31/2028</b>			<b>Close Date:</b>

**Item(s) (Include quality, Brand, Model & Color):**  
**OMNIA Partners and Amazon - Cooperative Purchase Contract #R-TC-17006 Online Marketplace for Purchases and Services - Expires 1/31/2028.**

VENDOR NAME	CONTACT INFO:	Payment Terms (Discount)	Availability	Who Pays Shipping?	Unit Price	Extended Price	Comments
<b>1</b>	<b>Name:</b> AMAZON BUSINESS (1315)	<b>Contact:</b>				\$ 64,600.00	BLANKET POS FOR EACH DEPARTMENT AS SHOWN BELOW.
	<b>Address:</b> 2111 7th AVENUE	<b>Phone:</b> 206-266-4064			<b>Tax:</b>		
	SEATTLE, WA 98121	<b>Fax:</b>			<b>Freight:</b>		
	<b>Quote #:</b>	<b>Email:</b>	<b>REQ #:</b>	<b>55182</b>	<b>PO #:</b>		
	<b>Received:</b>	<b>Date Notified of Decision:</b>					
<b>2</b>	<b>Name:</b>	<b>Contact:</b>				\$ -	
	<b>Address:</b>	<b>Phone:</b>			<b>Tax:</b>		
		<b>Fax:</b>			<b>Freight:</b>		
	<b>Quote #:</b>	<b>Email:</b>	<b>REQ #:</b>		<b>PO #:</b>		
	<b>Received:</b>	<b>Date Notified of Decision:</b>					
<b>3</b>	<b>Name:</b>	<b>Contact:</b>				\$ -	
	<b>Address:</b>	<b>Phone:</b>			<b>Tax:</b>		
		<b>Fax:</b>			<b>Freight:</b>		
	<b>Quote #:</b>	<b>Email:</b>	<b>REQ #:</b>		<b>PO #:</b>		
	<b>Received:</b>	<b>Date Notified of Decision:</b>					

Attach additional page(s), if necessary.

**Vendor Selected:**  
**AMAZON BUSINESS**

**Justification (if not lowest bid):**  
**OMNIA Partners and Amazon - Cooperative Purchase Contract # R-TC-17006 Expires 1/31/2028**

<b>Department Head Approval:</b>		<b>Date:</b> 8/5/19
<b>Finance Director Approval:</b>		<b>Date:</b> 8/12/19
<b>Town Manager Approval:</b>		<b>Date:</b> 8/14/19

<b>Exhibits Attached:</b>	<b>OMNIA PARTNERS AND AMAZON COOPERATIVE CONTRACT #R-TC-17006</b>

**If over \$24,999, must go to Town Council for approval.**  
**Attach this approved form to purchase request with written quotes, if applicable.**

ALLOCATION			
Finance	505	\$	100.00
Human Resources	508	\$	1,000.00
Community Development	510	\$	500.00
Police	511, 512, 513	\$	1,000.00
Fire	515, 516, 517	\$	1,000.00
PW Streets	518	\$	7,500.00
Information Technologies	519	\$	10,000.00
Community Services	520, 521, 522, 523, 524, 525, 526, 528, 529	\$	12,000.00
Town Engineer	530	\$	2,500.00
Facilities Maintenance	531	\$	3,000.00
Fleet	536	\$	1,000.00
Water	574	\$	10,000.00
Wastewater	575, 576	\$	15,000.00
		\$	64,600.00

**TOWN OF FLORENCE, ARIZONA AND AMAZON SERVICES LLC  
THROUGH THE COOPERATIVE CONTRACT WITH PRINCE WILLIAM COUNTY PUBLIC  
SCHOOLS CONTRACT #R-TC-17006 ONLINE MARKETPLACE**

THIS CONTRACT (the "Contract") is made and entered into effective as of the 3rd day of September, 2019 ("Effective Date"), by and between the Town of Florence, Arizona (the "Town"), and Amazon Services LLC, (the "Contractor") and together with the Contract Documents referred to and incorporated herein, is the "resultant contract" contemplated in the OMNIA Cooperative Purchasing Agreement. 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 maintenance, repair, operating supplies, industrial supplies and related products and services per contract specifications described in the attached scope of materials and services set forth in **Exhibit "1"** (the "Goods" or "Services"). The Contractor shall provide the Goods 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 Instructions, Standard Terms and Conditions, Special Terms and Conditions, Specifications, Scope of Work, Submittals and Attachments. 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 Goods.
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, the Master Contract, or 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 with 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 OMNIA Cooperative Contract #R-TC-17006 to purchase products and services through the on-line marketplace, 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: "Prince Williams County Public Schools", "Buyer" and "City" shall be deemed to be and refer to the Town of Florence; the terms: "Prince Williams County" shall be deemed to be and refer to "Pinal County"; the terms: "Deputy Finance Director" shall be deemed to be and refer to the Town of Florence Town Manager; and the terms: "Assignee", "Offeror", "Contractor", "Seller", "Supplier", and "Vendor" 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:
  - OMNIA - Prince Williams County Public Schools Contract # R-TC-17006
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 **\$64,600.00**.

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 its 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 verification 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. All invoices are to be emailed to [accountspayable@florenceaz.gov](mailto:accountspayable@florenceaz.gov).
9. **TERMINATION.** Town, at any time and for any reason and without cause, may terminate, suspend or abandon any portion, or all, of this Contract at Town’s convenience 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  
Attn: Town Clerk  
PO Box 2670  
Florence AZ 85132  
(520) 868-7500

Contractor: Amazon Service LLC  
Attn: Contract Administration, Legal Dept  
Seattle, WA 30339

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, 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. In consideration of the award of this Contract, the Contractor agrees to waive all rights of subrogation against the Town, its officers, officials, agents and employees for losses arising from the Goods or Services provided by the Contractor for the Town.
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 one (1) year, 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 (the “Policy”) govern this procurement and are incorporated as part of this Contract by this reference. Contractor agrees and warrants that it is in compliance with the Policy, including demonstrating its lawful presence in the United States.

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. section 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: \_\_\_\_\_  
Tara Walter, Mayor

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

ATTEST:

Approved as to Form

\_\_\_\_\_  
Lisa Garcia, Town Clerk


\_\_\_\_\_  
Cliff Mattice, Town Attorney

CONTRACTOR:

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

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

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

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>7f.</b>
<b>MEETING DATE:</b> September 3, 2019  <b>DEPARTMENT:</b> Public Works, Water & Wastewater Division  <b>STAFF PRESENTER:</b> Christopher Salas, P.E, Public Works Director  <b>SUBJECT:</b> Senergy Petroleum LLC., Contract		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> Regulatory <input type="checkbox"/> 1 <sup>st</sup> Reading <input type="checkbox"/> 2 <sup>nd</sup> Reading <input type="checkbox"/> <b>Other</b>
<b>STRATEGIC PLAN REFERENCE:</b> <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

**RECOMMENDED MOTION/ACTION:**

Authorization to contract with Senergy Petroleum LLC., to provide vehicle lubricants, diesel and food grade oil, in an amount not to exceed \$65,000.

**BACKGROUND/DISCUSSION:**

The Town need to purchase vehicle lubricants, diesel and food grade oil for use by the department. Food grade oil is required when working on the Town’s potable water wells. Staff recommends Senergy Petroleum LLC., purchased through the State of Arizona Cooperative Contract #ADSP017-159249 (Expires 1.19.2022), to provide vehicle lubricants, diesel and food grade oil in an amount not to exceed \$65,000 from July 1, 2019 through June 30, 2020.

**A VOTE OF NO WOULD MEAN:**

A vote of no would delay in purchasing vehicle lubricants, diesel fuel and food grade oil for the water wells.

**A VOTE OF YES WOULD MEAN:**

A vote of yes would mean quicker purchasing of vehicle lubricants, diesel fuel and food grade oil for the water wells.

**FINANCIAL IMPACT:**

The cost to provide parts will not exceed \$65,000.

**ATTACHMENTS:**

- Approved Bid Tab
- Town of Florence Cooperative Cover Contract



# Town of Florence Bid Tabulation Sheet

General Ledger Account Number:	051-574-208
	051-574-302
	052-575-208
	052-575-302
	052-576-208
	010-531-208

Small Confirmation (\$5,000 or less)	Date Prepared: 7/25/2019
Written / Fax / Email (Mandatory over \$5,000 bids attached)	Prepared By: SUSAN JONAS

Sealed Bid Title: <b>STATE OF AZ CONTRACT #ADSP017-159249</b>	Formal Sealed Bid : <input type="checkbox"/>	Written Bid: <input type="checkbox"/>	Open Date:
Item(s) (Include quality, Brand, Model & Color):	Close Date:		

**BLANKET PO FOR DIESEL FUEL FOR GENERATORS (302), LUBRICANTS (302) AND GENERAL REPAIR (208)**

VENDOR NAME	CONTACT INFO:		Payment Terms (Discount)	Availability	Who Pays Shipping?	Unit Price	Extended Price	Comments	
1	Name:	SENERGY PETROLEUM (224)	Contact:	JOSEPH BARRIENTES			\$ 85,000.00	FUEL & FOOD GRADE OIL FOR WATER / WASTEWATER \$16,000 VARIOUS DIVISIONS - GLA 208 \$50,000	
	Address:	P.O. BOX 52127	Phone:	480-962-6111		Tax:			
		PHOENIX, AZ 85072-2127	Fax:			Freight:			
	Quote #:	ADSP017-159249	Email:	barrientes@gusenergy.com	REQ #:	55096			PO #:
	Received:		Date Notified of Decision:						
2	Name:		Contact:				\$		
	Address:		Phone:			Tax:			
			Fax:			Freight:			
	Quote #:		Email:		REQ #:				PO #:
	Received:		Date Notified of Decision:						
3	Name:		Contact:				\$		
	Address:		Phone:			Tax:			
			Fax:			Freight:			
	Quote #:		Email:		REQ #:				PO #:
	Received:		Date Notified of Decision:						

Attach additional page(s), if necessary.

Vendor Selected: **SENERGY PETROLEUM**

Justification (if not lowest bid):  
**BLANKET PO FOR DIESEL FUEL FOR GENERATORS (302), LUBRICANTS (302) AND GENERAL REPAIR (208) - UTILIZING STATE OF ARIZONA CONTRACT ADSP017-159249**

Department Head Approval:		Date:	7/29/19
Finance Director Approval:		Date:	7/29/19
Town Manager Approval:		Date:	7/29/19

Exhibits Attached:	STATE OF ARIZONA SOLICITATION # ADSP017-0006841
	STATE OF ARIZONA COOPERATIVE CONTRACT # ADSP017-159249 EXPIRES 1/19/2022

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, ARIZONA**  
**CONTRACT FOR COOPERATIVE USE OF THE STATE OF ARIZONA COOPERATIVE**  
**CONTRACT #ADSPO17-159249 FOR LUBRICANTS**

THIS CONTRACT (the "Contract") is made and entered into effective as of the 3rd day of September, 2019 ("Effective Date"), by and between the Town of Florence, Arizona (the "Town"), and SenergyPetroleum LLC. (the "Contractor") and together with the Contract Documents referred to and incorporated herein, is the "resultant contract" contemplated in the State of Arizona Cooperative Contract #ADSPO17-159249 for Vehicle Lubricants. 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 all necessary labor, material, transportation services and equipment to provide Vehicle Lubricants per contract specifications described in the attached scope of materials and services set forth in **Exhibit "1"** (the "Goods" or "Services"). The Contractor shall provide the Goods 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 Instructions, Standard Terms and Conditions, Special Terms and Conditions, Specifications, Scope of Work, Submittals and Attachments. 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 Goods.
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, the Master Contract, or 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 with 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 State of Arizona Cooperative Contract #ADSPO17-159249 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: "State of Arizona", "Buyer" and "City" 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: "Deputy Finance Director" shall be deemed to be and refer to the Town of Florence Town Manager; and the terms: "Assignee", "Offeror", "Contractor", "Seller", "Supplier", and "Vendor" 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:
  - State of Arizona Contract #ADSPO17-159249 for Lubricants, Solicitation, attachments and Exhibits
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 **\$65,000.00**
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 its 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 verification 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. All invoices are to be emailed to [accountspayable@florenceaz.gov](mailto:accountspayable@florenceaz.gov).

9. **TERMINATION.** Town, at any time and for any reason and without cause, may terminate, suspend or abandon any portion, or all, of this Contract at Town’s convenience 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  
PO Box 2670  
Florence AZ 85132; and

Contractor: Senergy Petroleum LLC  
Mark Panzica  
622 S 56<sup>th</sup> Avenue  
Phoenix, AZ 85043  
(480) 703-0410  
mpanzica@gosenergy.com

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, 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. In consideration of the award of this Contract, the Contractor agrees to waive all rights of subrogation against the Town, its officers, officials, agents and employees for losses arising from the Goods or Services provided by the Contractor for the Town.

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 one (1) year, 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 (the "Policy") govern this procurement and are incorporated as part of this Contract by this reference. Contractor agrees and warrants that it is in compliance with the Policy, including demonstrating its lawful presence in the United States.

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. section 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: \_\_\_\_\_  
Tara Walter, Mayor

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

ATTEST:

Approved as to Form

\_\_\_\_\_  
Lisa Garcia, Town Clerk

\_\_\_\_\_  
Cliff Mattice, Town Attorney

CONTRACTOR:

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

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

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



Directions: Contractor to provide description of all proposed products that will be made available:

**EXHIBIT "1"**

Item Description	Region	Quantity	UOM	General Non-Contracted Public Pricing	Proposed State Contracted Pricing	Proposed P-Card Pricing	
CHEV BRIGHTCUT NM METLWKG F	ALL	0	GAL	17.93	16.14	16.46	Pail - 5 Gallon
CHEV DELO 400 XLE SYN BLN10W30	ALL	0	GAL	17.82	16.04	16.36	GAL - Gallon
CHEV DELO 400 XLE SYN BLN10W30	ALL	0	GAL	17.63	15.87	16.18	Pail - 5 Gallon
CHEV DELO 400 XLE SYN BLN10W30	ALL	0	GAL	16.24	14.62	14.91	BK - Bulk
CHEV DELO 400 XLE SYN BLN10W30	ALL	0	GAL	16.98	15.28	15.59	DM - Drum
CHEV DELO GEAR ESI SAE 80W-90	ALL	0	LB	3.61	3.25	3.31	Pail - 35lb
CHEV DELO GEAR ESI SAE 80W-90	ALL	0	LB	2.93	2.64	2.69	Keg - 120lb
CHEV DELO GEAR ESI SAE 80W-90	ALL	0	LB	2.11	1.90	1.94	BK - Bulk
CHEV DELO GEAR ESI SAE 85W-140	ALL	0	LB	3.70	3.33	3.40	Pail - 35lb
CHEV DELO GEAR ESI SAE 85W-140	ALL	0	LB	3.69	3.32	3.39	Keg - 120lb
CHEV DELO GEAR ESI SAE 85W-140	ALL	0	LB	3.61	3.25	3.31	DM - Drum
CHEV DELO GEAR ESI SAE 85W-140	ALL	0	LB	2.89	2.60	2.65	BK - Bulk
CHEV HAV PRO DS FS EURO 5W40	ALL	0	GAL	27.72	24.95	25.45	Pit - 6 Gallon Box
CHEV HAV PRO DS FS EURO 5W40	ALL	0	GAL	26.49	23.84	24.32	DM - Drum
CHEV HAV PRO DS FS EURO 5W40	ALL	0	GAL	28.25	25.43	25.93	QT - Quart
CHEV HAV PRO DS SYN MO 0W20	ALL	0	GAL	27.02	24.32	24.80	Pit - 6 Gallon Box
CHEV HAV PRO DS SYN MO 0W20	ALL	0	GAL	26.75	24.08	24.56	DM - Drum
CHEV HAV PRO DS SYN MO 10W30	ALL	0	GAL	27.99	25.19	25.69	QT - Quart
CHEV HAV PRO DS SYN MO 5W20	ALL	0	GAL	26.92	24.23	24.71	Pit - 6 Gallon Box
CHEV HAV PRO DS SYN MO 5W20	ALL	0	GAL	28.82	25.94	26.46	DM - Drum
CHEV HAV PRO DS SYN MO 5W20	ALL	0	GAL	27.75	24.98	25.47	QT - Quart
CHEV HAV PRO DS SYN MO 5W30	ALL	0	GAL	27.02	24.32	24.80	Pit - 6 Gallon Box
CHEV HAV PRO DS SYN MO 5W30	ALL	0	GAL	28.92	26.03	26.55	DM - Drum
CHEV HAV PRO DS SYN MO 5W30	ALL	0	GAL	27.99	25.19	25.69	QT - Quart
CHEV HAV PRO DS SYN MO 5W40	ALL	0	GAL	29.14	26.23	26.75	QT - Quart
CHEV HAVOLINE DEX 50/50 ELC B	ALL	0	GAL	13.44	12.10	12.34	GAL - Gallon
CHEV HAVOLINE DEX 50/50 ELC B	ALL	0	GAL	13.24	11.92	12.15	DM - Drum
CHEV HAVOLINE DEX 50/50 ELC B	ALL	0	GAL	16.95	15.26	15.56	Pail - 5 Gallon
CHEVR URSA SUPER PLUS EC 15W40	Southern	0	GAL	15.29	11.45	11.68	BK - Bulk
CHEVR URSA SUPER PLUS EC 15W40	Northern	0	GAL	15.29	11.45	11.68	BK - Bulk
CHEVR URSA SUPER PLUS EC 15W40	Central	0	GAL	14.69	10.85	11.07	BK - Bulk
CHEVR URSA SUPER PLUS EC 15W40	Southern	0	GAL	16.76	11.92	12.16	DM - Drum
CHEVR URSA SUPER PLUS EC 15W40	Northern	0	GAL	16.76	11.92	12.16	DM - Drum
CHEVR URSA SUPER PLUS EC 15W40	Central	0	GAL	16.16	11.32	11.55	DM - Drum
CHEVRON 1000 THF	ALL	0	GAL	17.33	15.60	15.91	Pail - 5 Gallon
CHEVRON 1000 THF	ALL	0	GAL	15.07	13.56	13.83	BK - Bulk
CHEVRON 1000 THF	ALL	0	GAL	16.53	14.88	15.17	DM - Drum
CHEVRON ARIES ISO 150	ALL	0	GAL	17.22	15.50	15.81	DM - Drum
CHEVRON ATF MD-3	ALL	0	GAL	15.32	13.79	14.06	Pail - 5 Gallon
CHEVRON ATF MD-3	ALL	0	GAL	15.69	14.12	14.40	QT - Quart
CHEVRON ATF MD-3	ALL	0	GAL	15.50	13.95	14.23	Keg - 16 Gallon
CHEVRON ATF MD-3	ALL	0	GAL	13.06	11.75	11.99	BK - Bulk
CHEVRON ATF MD-3	ALL	0	GAL	14.52	13.07	13.33	DM - Drum
CHEVRON BLK PEARL GR EP NLGI 2	ALL	0	LB	3.38	3.04	3.10	Keg - 120lb
CHEVRON BLK PEARL GR EP NLGI 2	ALL	0	LB	3.64	3.28	3.34	MA - Master Pak
CHEVRON CANOPUS 13	ALL	0	GAL	16.46	14.81	15.11	DM - Drum
CHEVRON CETUS HIPERSYN 100	ALL	0	GAL	37.04	33.34	34.00	Pail - 5 Gallon
CHEVRON CETUS HIPERSYN 150	ALL	0	GAL	37.04	33.34	34.00	Pail - 5 Gallon
CHEVRON CETUS HIPERSYN 220	ALL	0	GAL	38.22	34.40	35.09	Pail - 5 Gallon
CHEVRON CETUS HIPERSYN 220	ALL	0	GAL	37.43	33.69	34.36	DM - Drum
CHEVRON CETUS HIPERSYN 320	ALL	0	GAL	37.40	33.66	34.33	Pail - 5 Gallon
CHEVRON CETUS HIPERSYN 46	ALL	0	GAL	37.04	33.34	34.00	Pail - 5 Gallon
CHEVRON CETUS HIPERSYN 460	ALL	0	GAL	38.44	34.60	35.29	Pail - 5 Gallon
CHEVRON CETUS HIPERSYN 460	ALL	0	GAL	37.16	33.44	34.11	DM - Drum
CHEVRON CETUS HIPERSYN 68	ALL	0	GAL	37.64	33.88	34.55	Pail - 5 Gallon
CHEVRON CETUS PAO 100	ALL	0	GAL	41.35	37.22	37.96	DM - Drum
CHEVRON CETUS PAO 68	ALL	0	GAL	41.98	37.78	38.54	Pail - 5 Gallon
CHEVRON CLARITY HY OL AW 32	ALL	0	GAL	19.43	17.49	17.84	Pail - 5 Gallon

CHEVRON CLARITY HY OL AW 32	ALL	0 GAL	18.63	16.77	17.10	DM - Drum
CHEVRON CLARITY HY OL AW 68	ALL	0 GAL	19.43	17.49	17.84	Pail - 5 Gallon
CHEVRON CLARITY HY OL AW 68	ALL	0 GAL	18.63	16.77	17.10	DM - Drum
CHEVRON CLARITY SYN AW 68	ALL	0 GAL	25.58	23.02	23.48	DM - Drum
CHEVRON COUPLING GREASE	ALL	0 LB	4.94	4.45	4.53	Pail - 35lb
CHEVRON COUPLING GREASE	ALL	0 LB	5.43	4.89	4.98	MA - Master Pak
CHEVRON CURVE GREASE	ALL	0 LB	3.23	2.91	2.97	Pail - 35lb
CHEVRON CYLINDER OIL W 460	ALL	0 GAL	18.32	16.49	16.82	Pail - 5 Gallon
CHEVRON CYLINDER OIL W 680	ALL	0 GAL	18.68	16.81	17.15	Pail - 5 Gallon
CHEVRON CYLINDER OIL W 680	ALL	0 GAL	16.90	15.21	15.51	DM - Drum
CHEVRON DELO 100 SAE 40	ALL	0 GAL	17.53	15.78	16.09	Pail - 5 Gallon
CHEVRON DELO 100 SAE 40	ALL	0 GAL	16.73	15.06	15.36	DM - Drum
CHEVRON DELO 400 10	ALL	0 GAL	17.50	15.75	16.07	Pail - 5 Gallon
CHEVRON DELO 400 10	ALL	0 GAL	16.70	15.03	15.33	DM - Drum
CHEVRON DELO 400 40	ALL	0 GAL	17.39	15.65	15.96	GAL - Gallon
CHEVRON DELO 400 40	ALL	0 GAL	17.50	15.75	16.07	Pail - 5 Gallon
CHEVRON DELO 400 40	ALL	0 GAL	16.33	14.70	14.99	QT - Quart
CHEVRON DELO 400 40	ALL	0 GAL	16.70	15.03	15.33	DM - Drum
CHEVRON DELO 400 LE 15W-40	ALL	0 GAL	17.98	16.18	16.51	GAL - Gallon
CHEVRON DELO 400 LE 15W-40	ALL	0 GAL	18.00	16.20	16.52	Pail - 5 Gallon
CHEVRON DELO 400 LE 15W-40	ALL	0 GAL	17.98	16.18	16.51	QT - Quart
CHEVRON DELO 400 LE 15W-40	ALL	0 GAL	16.08	14.47	14.76	Pit - 6 Gallon Box
CHEVRON DELO 400 LE 15W-40	Central	0 GAL	15.74	11.36	11.59	BK - Bulk
CHEVRON DELO 400 LE 15W-40	Northern	0 GAL	16.34	11.66	11.89	BK - Bulk
CHEVRON DELO 400 LE 15W-40	Southern	0 GAL	16.34	11.96	12.20	BK - Bulk
CHEVRON DELO 400 LE 15W-40	Northern	0 GAL	18.51	12.26	12.51	DM - Drum
CHEVRON DELO 400 LE 15W-40	Southern	0 GAL	18.51	12.26	12.51	DM - Drum
CHEVRON DELO 400 LE 15W-40	Central	0 GAL	17.91	11.66	11.89	DM - Drum
CHEVRON DELO 400 LE SYN 5W-40	ALL	0 GAL	33.99	30.59	31.20	GAL - Gallon
CHEVRON DELO 400 LE SYN 5W-40	ALL	0 GAL	33.17	29.85	30.45	DM - Drum
CHEVRON DELO 400 NG 15W-40	ALL	0 GAL	15.38	13.84	14.12	BK - Bulk
CHEVRON DELO 400 NG 15W-40	ALL	0 GAL	17.38	15.64	15.95	DM - Drum
CHEVRON DELO 400 SAE 30	ALL	0 GAL	16.28	14.65	14.95	GAL - Gallon
CHEVRON DELO 400 SAE 30	ALL	0 GAL	17.50	15.75	16.07	Pail - 5 Gallon
CHEVRON DELO 400 SAE 30	ALL	0 GAL	17.36	15.62	15.94	QT - Quart
CHEVRON DELO 400 SAE 30	ALL	0 GAL	16.70	15.03	15.33	DM - Drum
CHEVRON DELO 400 SAE 30	ALL	0 GAL	16.51	14.86	15.16	QT - Quart
CHEVRON DELO 400 SAE 50	ALL	0 GAL	15.46	13.91	14.19	DM - Drum
CHEVRON DELO 400 SD 15W30 CJ4	ALL	0 GAL	17.26	15.53	15.84	GAL - Gallon
CHEVRON DELO 710 LE 40	ALL	0 GAL	15.76	14.18	14.47	BK - Bulk
CHEVRON DELO 710 LE 40	ALL	0 GAL	16.37	14.73	15.03	DM - Drum
CHEVRON DELO EFPD 50/50 C/A NF	ALL	0 GAL	13.34	12.01	12.25	BK - Bulk
CHEVRON DELO EFPD 50/50 C/A NF	ALL	0 GAL	13.34	12.01	12.25	DM - Drum
CHEVRON DELO ELC AF/C	ALL	0 GAL	25.50	22.95	23.41	GAL - Gallon
CHEVRON DELO ELC AF/C	ALL	0 GAL	24.77	22.29	22.74	DM - Drum
CHEVRON DELO ELC PRMX 50/50	ALL	0 GAL	14.41	12.97	13.23	GAL - Gallon
CHEVRON DELO ELC PRMX 50/50	ALL	0 GAL	13.11	11.80	12.03	BK - Bulk
CHEVRON DELO ELC PRMX 50/50	ALL	0 GAL	13.11	11.80	12.03	DM - Drum
CHEVRON DELO GRS EP NLG1 1	ALL	0 LB	3.25	2.93	2.99	DM - Drum
CHEVRON DELO GRS EP NLGI 0	ALL	0 LB	3.96	3.56	3.64	Keg - 120lb
CHEVRON DELO GRS EP NLGI 00	ALL	0 LB	3.30	2.97	3.03	Keg - 120lb
CHEVRON DELO GRS EP NLGI 2	ALL	0 LB	3.98	3.58	3.65	Pail - 35lb
CHEVRON DELO GRS EP NLGI 2	ALL	0 LB	3.96	3.56	3.64	Keg - 120lb
CHEVRON DELO GRS EP NLGI 2	ALL	0 LB	4.26	3.83	3.91	10 PAK
CHEVRON DELO GRS EP NLGI 2	ALL	0 LB	3.88	3.49	3.56	DM - Drum
CHEVRON DELO GRS EP NLGI 2	ALL	0 LB	4.26	3.83	3.91	MA - Master Pak
CHEVRON DELO GRS ESI	ALL	0 LB	3.75	3.37	3.44	Keg - 120lb
CHEVRON DELO GRS ESI	ALL	0 LB	3.65	3.29	3.35	DM - Drum
CHEVRON DELO GRS ESI	ALL	0 LB	4.36	3.92	4.00	MA - Master Pak
CHEVRON DELO HD MOLY 3% EP2	ALL	0 LB	4.79	4.31	4.40	Keg - 120lb
CHEVRON DELO HD MOLY 3% EP2	ALL	0 LB	4.66	4.19	4.28	DM - Drum
CHEVRON DELO HD MOLY 5% EP2	ALL	0 LB	4.95	4.46	4.54	Keg - 120lb

CHEVRON DELO HD MOLY 5% EP2	ALL	0 LB	4.92	4.43	4.52	DM - Drum
CHEVRON DELO HD MOLY 5% EP2	ALL	0 LB	5.25	4.73	4.82	MA - Master Pak
CHEVRON DELO HEAVY DUTY EP 2	ALL	0 LB	3.75	3.38	3.44	Pail - 35lb
CHEVRON DELO HEAVY DUTY EP 2	ALL	0 LB	4.36	3.92	4.00	Keg - 120lb
CHEVRON DELO HEAVY DUTY EP 2	ALL	0 LB	4.72	4.25	4.33	MA - Master Pak
CHEVRON DELO SYN ATF HD	ALL	0 GAL	33.37	30.03	30.63	Pail - 5 Gallon
CHEVRON DELO SYN ATF HD	ALL	0 GAL	33.61	30.25	30.85	DM - Drum
CHEVRON DELO SYN TRAN FL SAE50	ALL	0 LB	5.70	5.13	5.23	DM - Drum
CHEVRON DELO SYN-TRANS HD 50	ALL	0 LB	5.38	4.84	4.94	Pail - 35lb
CHEVRON DELO SYN-TRANS HD 50	ALL	0 LB	5.28	4.75	4.85	DM - Drum
CHEVRON DELO SYN-TRANS XE 50	ALL	0 LB	5.19	4.67	4.77	KEG - 110lb
CHEVRON DELO SYNGEAR XDM 75W90	ALL	0 LB	4.99	4.49	4.58	Pail - 35lb
CHEVRON DELO SYNGEAR XDM 75W90	ALL	0 LB	4.77	4.29	4.38	Keg - 120lb
CHEVRON DELO SYNGEAR XDM 75W90	ALL	0 LB	5.27	4.74	4.84	DM - Drum
CHEVRON DELO SYNGEARXDM 80W140	ALL	0 LB	6.89	6.20	6.33	Pail - 35lb
CHEVRON DELO SYNGEARXDM 80W140	ALL	0 LB	5.83	5.25	5.35	DM - Drum
CHEVRON DELO TORQFORCE FDSAE60	ALL	0 GAL	19.79	17.81	18.17	BK - Bulk
CHEVRON DELO TORQFORCE SAE 10W	ALL	0 GAL	17.16	15.44	15.75	Pail - 5 Gallon
CHEVRON DELO TORQFORCE SAE 10W	ALL	0 GAL	15.56	14.00	14.28	BK - Bulk
CHEVRON DELO TORQFORCE SAE 10W	ALL	0 GAL	15.86	14.27	14.56	DM - Drum
CHEVRON DELO TORQFORCE SAE 30	ALL	0 GAL	16.48	14.83	15.13	Pail - 5 Gallon
CHEVRON DELO TORQFORCE SAE 30	ALL	0 GAL	14.78	13.30	13.57	BK - Bulk
CHEVRON DELO TORQFORCE SAE 30	ALL	0 GAL	17.09	15.38	15.69	DM - Drum
CHEVRON DELO TORQFORCE SAE 50	ALL	0 GAL	16.76	15.08	15.39	Pail - 5 Gallon
CHEVRON DELO TORQFORCE SAE 50	ALL	0 GAL	17.37	15.63	15.95	BK - Bulk
CHEVRON DELO TORQFORCE SAE 50	ALL	0 GAL	17.37	15.63	15.95	DM - Drum
CHEVRON DELO TORQFORCE SAE 60	ALL	0 GAL	17.73	15.96	16.28	DM - Drum
CHEVRON DELO TRANS ESI SAE 40	ALL	0 LB	3.53	3.18	3.24	Pail - 35lb
CHEVRON DELO TRANS ESI SAE 40	ALL	0 LB	3.12	2.81	2.86	DM - Drum
CHEVRON DELO XLC AF/C NF	ALL	0 GAL	17.75	15.98	16.29	DM - Drum
CHEVRON DELO XLC AFC 50/50 NF	ALL	0 GAL	14.44	13.00	13.26	GAL - Gallon
CHEVRON DELO XLC AFC 50/50 NF	ALL	0 GAL	14.53	13.08	13.34	BK - Bulk
CHEVRON DELO XLC AFC 50/50 NF	ALL	0 GAL	14.53	13.08	13.34	DM - Drum
CHEVRON DELO-SYN GEAR HD 75W90	ALL	0 LB	4.82	4.34	4.42	Pail - 35lb
CHEVRON DELO-SYN GEAR HD 75W90	ALL	0 LB	4.76	4.28	4.37	Keg - 120lb
CHEVRON DELO-SYN GEAR HD 75W90	ALL	0 LB	4.73	4.26	4.34	DM - Drum
CHEVRON DRIVE TRAIN FLD HD 60	ALL	0 GAL	17.73	15.96	16.28	DM - Drum
CHEVRON FM ALC #2	ALL	0 LB	4.27	3.84	3.92	Pail - 35lb
CHEVRON FM ALC #2	ALL	0 LB	4.53	4.08	4.16	10 PAK
CHEVRON FM ALC #2	ALL	0 LB	2.65	2.39	2.44	DM - Drum
CHEVRON FM ALC #2	ALL	0 LB	4.53	4.08	4.16	MA - Master Pak
CHEVRON FM CSC EP2	ALL	0 LB	7.70	6.93	7.07	10 PAK
CHEVRON FM CSC EP2	ALL	0 LB	7.37	6.63	6.77	MA - Master Pak
CHEVRON GST 2300 ISO 46	ALL	0 GAL	16.01	14.41	14.70	DM - Drum
CHEVRON GST OIL ISO 100	ALL	0 GAL	17.93	16.14	16.46	Pail - 5 Gallon
CHEVRON GST OIL ISO 100	ALL	0 GAL	17.13	15.42	15.73	DM - Drum
CHEVRON GST OIL ISO 32	ALL	0 GAL	17.74	15.97	16.29	Pail - 5 Gallon
CHEVRON GST OIL ISO 32	ALL	0 GAL	15.48	13.93	14.21	BK - Bulk
CHEVRON GST OIL ISO 32	ALL	0 GAL	16.94	15.25	15.55	DM - Drum
CHEVRON GST OIL ISO 46	ALL	0 GAL	17.74	15.97	16.29	Pail - 5 Gallon
CHEVRON GST OIL ISO 46	ALL	0 GAL	16.94	15.25	15.55	DM - Drum
CHEVRON GST OIL ISO 68	ALL	0 GAL	17.74	15.97	16.29	Pail - 5 Gallon
CHEVRON GST OIL ISO 68	ALL	0 GAL	16.94	15.25	15.55	DM - Drum
CHEVRON HAV CONV PRMX 50/50 AF	ALL	0 GAL	12.57	11.31	11.54	GAL - Gallon
CHEVRON HAV CONV PRMX 50/50 AF	ALL	0 GAL	11.56	10.40	10.61	DM - Drum
CHEVRON HAV FULL SYN MV ATF	ALL	0 GAL	25.24	22.72	23.17	Pit - 6 Gallon Box
CHEVRON HAV UNIV PRMX 50/50 AF	ALL	0 GAL	9.24	8.32	8.48	GAL - Gallon
CHEVRON HAV UNIV PRMX 50/50 AF	ALL	0 GAL	11.02	9.92	10.12	DM - Drum
CHEVRON HAV UNIVERSAL AF/C B	ALL	0 GAL	18.22	16.40	16.73	GAL - Gallon
CHEVRON HAV UNIVERSAL AF/C B	ALL	0 GAL	17.59	15.83	16.15	DM - Drum
CHEVRON HAV XTEND LIFE 50/50	ALL	0 GAL	13.89	12.50	12.75	GAL - Gallon
CHEVRON HAV XTEND LIFE AF/C	ALL	0 GAL	21.27	19.14	19.53	GAL - Gallon

CHEVRON HAVOLINE 2-CYCL ENG OL	ALL	0 GAL	21.89	19.70	20.10	QT - Quart
CHEVRON HAVOLINE ATF MD-3	ALL	0 GAL	13.06	11.75	11.99	BK - Bulk
CHEVRON HAVOLINE ATF MD-3	ALL	0 GAL	14.75	13.28	13.54	DM - Drum
CHEVRON HAVOLINE ATF MERCON V	ALL	0 GAL	20.75	18.68	19.05	QT - Quart
CHEVRON HAVOLINE ATF+4	ALL	0 GAL	24.05	21.65	22.08	QT - Quart
CHEVRON HAVOLINE ATF+4	ALL	0 GAL	22.88	20.59	21.00	DM - Drum
CHEVRON HAVOLINE CONV AF/C CON	ALL	0 GAL	17.31	15.58	15.89	GAL - Gallon
CHEVRON HAVOLINE DEXCOOL ELC B	ALL	0 GAL	21.27	19.14	19.53	GAL - Gallon
CHEVRON HAVOLINE HIMI MO 10W30	ALL	0 GAL	16.56	14.90	15.20	Pit - 6 Gallon Box
CHEVRON HAVOLINE HIMI MO 10W30	ALL	0 GAL	18.12	16.31	16.63	QT - Quart
CHEVRON HAVOLINE HIMI MO 5W20	ALL	0 GAL	16.37	14.73	15.03	Pit - 6 Gallon Box
CHEVRON HAVOLINE HIMI MO 5W30	ALL	0 GAL	16.71	15.04	15.34	Pit - 6 Gallon Box
CHEVRON HAVOLINE HIMI MO 5W30	ALL	0 GAL	17.33	15.60	15.91	DM - Drum
CHEVRON HAVOLINE HIMI MO 5W30	ALL	0 GAL	18.32	16.49	16.82	QT - Quart
CHEVRON HAVOLINE LS GL 80W-90	ALL	0 LB	2.98	2.68	2.74	DM - Drum
CHEVRON HAVOLINE MO 10W30	ALL	0 GAL	17.31	15.58	15.89	QT - Quart
CHEVRON HAVOLINE MO 10W30	ALL	0 GAL	14.59	13.13	13.39	BK - Bulk
CHEVRON HAVOLINE MO 10W30	ALL	0 GAL	16.44	14.80	15.09	DM - Drum
CHEVRON HAVOLINE MO 10W40	ALL	0 GAL	18.74	16.87	17.20	QT - Quart
CHEVRON HAVOLINE MO 40	ALL	0 GAL	17.02	15.32	15.62	QT - Quart
CHEVRON HAVOLINE MO 5W20	ALL	0 GAL	17.25	15.53	15.84	QT - Quart
CHEVRON HAVOLINE MO 5W20	ALL	0 GAL	15.07	13.56	13.83	BK - Bulk
CHEVRON HAVOLINE MO 5W20	ALL	0 GAL	16.92	15.23	15.53	DM - Drum
CHEVRON HAVOLINE MO 5W30	ALL	0 GAL	17.43	15.69	16.00	QT - Quart
CHEVRON HAVOLINE MO 5W30	ALL	0 GAL	14.75	13.28	13.54	BK - Bulk
CHEVRON HAVOLINE MO 5W30	ALL	0 GAL	16.60	14.94	15.24	DM - Drum
CHEVRON HAVOLINE MULTI-VEH ATF	ALL	0 GAL	19.77	17.79	18.15	QT - Quart
CHEVRON HAVOLINE MULTI-VEH ATF	ALL	0 GAL	17.39	15.65	15.96	Pit - 6 Gallon Box
CHEVRON HAVOLINE MULTI-VEH ATF	ALL	0 GAL	16.61	14.95	15.25	BK - Bulk
CHEVRON HAVOLINE MULTI-VEH ATF	ALL	0 GAL	18.32	16.49	16.82	DM - Drum
CHEVRON HAVOLINE SYN BLD 0W20	ALL	0 GAL	18.11	16.30	16.62	DM - Drum
CHEVRON HAVOLINE SYN BLD 5W20	ALL	0 GAL	20.49	18.44	18.81	QT - Quart
CHEVRON HAVOLINE SYN BLD 5W20	ALL	0 GAL	18.27	16.44	16.77	Pit - 6 Gallon Box
CHEVRON HAVOLINE SYN BLD 5W20	ALL	0 GAL	18.11	16.30	16.62	DM - Drum
CHEVRON HAVOLINE SYN BLD 5W30	ALL	0 GAL	21.28	19.15	19.54	QT - Quart
CHEVRON HAVOLINE SYN BLD 5W30	ALL	0 GAL	19.06	17.15	17.50	Pit - 6 Gallon Box
CHEVRON HAVOLINE SYN BLD 5W30	ALL	0 GAL	18.42	16.58	16.91	BK - Bulk
CHEVRON HAVOLINE SYN BLD 5W30	ALL	0 GAL	20.43	18.39	18.75	DM - Drum
CHEVRON HAVOLINE SYN MO 0W20	ALL	0 GAL	25.84	23.26	23.72	Pit - 6 Gallon Box
CHEVRON HAVOLINE SYN MO 0W20	ALL	0 GAL	27.90	25.11	25.61	DM - Drum
CHEVRON HAVOLINE SYN MO 10W30	ALL	0 GAL	28.33	25.50	26.01	QT - Quart
CHEVRON HAVOLINE SYN MO 5W20	ALL	0 GAL	25.84	23.26	23.72	Pit - 6 Gallon Box
CHEVRON HAVOLINE SYN MO 5W20	ALL	0 GAL	27.69	24.92	25.42	DM - Drum
CHEVRON HAVOLINE SYN MO 5W20	ALL	0 GAL	28.33	25.50	26.01	QT - Quart
CHEVRON HAVOLINE SYN MO 5W30	ALL	0 GAL	25.84	23.26	23.72	Pit - 6 Gallon Box
CHEVRON HAVOLINE SYN MO 5W30	ALL	0 GAL	27.90	25.11	25.61	DM - Drum
CHEVRON HAVOLINE SYN MO 5W30	ALL	0 GAL	28.33	25.50	26.01	QT - Quart
CHEVRON HAVOLINE SYN MO 5W40	ALL	0 GAL	28.73	25.86	26.37	QT - Quart
CHEVRON HD 50/50 COOLANT PF B	ALL	0 GAL	12.37	11.13	11.36	DM - Drum
CHEVRON HDAX 5100 ASHLESS 40	ALL	0 GAL	15.96	14.36	14.65	BK - Bulk
CHEVRON HDAX 5100 ASHLESS 40	ALL	0 GAL	17.50	15.75	16.07	DM - Drum
CHEVRON HDAX 5200 LOW ASH 40	ALL	0 GAL	17.56	15.80	16.12	DM - Drum
CHEVRON HDAX 5500 LFG 40	ALL	0 GAL	17.85	16.07	16.39	DM - Drum
CHEVRON HDAX 6500 LFG 40	ALL	0 GAL	18.38	16.54	16.87	DM - Drum
CHEVRON HEAT TRANSFER 46	ALL	0 GAL	16.94	15.25	15.55	DM - Drum
CHEVRON HYDRAULIC OIL 5606A	ALL	0 GAL	21.17	19.05	19.43	DM - Drum
CHEVRON JOURNALTEX HD 57	ALL	0 GAL	16.32	14.69	14.98	DM - Drum
CHEVRON LUBE OIL FM 220	ALL	0 LB	23.67	21.30	21.73	Pail - 5 Gallon
CHEVRON LUBE OIL FM 220	ALL	0 GAL	22.87	20.58	20.99	DM - Drum
CHEVRON LUBE OIL FM 32	ALL	0 LB	23.67	21.30	21.73	Pail - 5 Gallon
CHEVRON LUBE OIL FM 32	ALL	0 GAL	22.87	20.58	20.99	DM - Drum
CHEVRON LUBE OIL FM 46	ALL	0 LB	23.67	21.30	21.73	Pail - 5 Gallon

CHEVRON LUBE OIL FM 460	ALL	0 GAL	22.87	20.58	20.99	DM - Drum
CHEVRON LUBE OIL FM 68	ALL	0 LB	23.67	21.30	21.73	Pail - 5 Gallon
CHEVRON MEROPA 150	ALL	0 LB	3.02	2.72	2.77	Pail - 35lb
CHEVRON MEROPA 150	ALL	0 LB	2.93	2.64	2.69	DM - Drum
CHEVRON MEROPA 220	ALL	0 LB	3.01	2.71	2.76	Pail - 35lb
CHEVRON MEROPA 220	ALL	0 LB	2.92	2.63	2.68	DM - Drum
CHEVRON MEROPA 320	ALL	0 LB	3.01	2.71	2.76	Pail - 35lb
CHEVRON MEROPA 320	ALL	0 LB	2.92	2.63	2.68	DM - Drum
CHEVRON MEROPA 460	ALL	0 LB	3.02	2.72	2.77	Pail - 35lb
CHEVRON MEROPA 460	ALL	0 LB	2.26	2.04	2.08	DM - Drum
CHEVRON MEROPA 68	ALL	0 LB	3.01	2.71	2.76	Pail - 35lb
CHEVRON MEROPA 68	ALL	0 LB	2.92	2.63	2.68	DM - Drum
CHEVRON MEROPA 680	ALL	0 LB	3.05	2.75	2.80	Pail - 35lb
CHEVRON MEROPA 680	ALL	0 LB	2.96	2.66	2.72	DM - Drum
CHEVRON MEROPA SYN EP 150	ALL	0 LB	6.52	5.87	5.99	Pail - 35lb
CHEVRON MEROPA ULTRA GEAR 680	ALL	0 LB	3.39	3.05	3.11	DM - Drum
CHEVRON MOLY GRS EP NLGI 1	ALL	0 LB	3.67	3.30	3.37	DM - Drum
CHEVRON MOLY GRS EP NLGI 2	ALL	0 LB	3.76	3.38	3.45	Pail - 35lb
CHEVRON MOLY GRS EP NLGI 2	ALL	0 LB	3.71	3.34	3.41	Keg - 120lb
CHEVRON MOLY GRS EP NLGI 2	ALL	0 LB	3.98	3.58	3.65	10 PAK
CHEVRON MOLY GRS EP NLGI 2	ALL	0 LB	3.67	3.30	3.37	DM - Drum
CHEVRON MOLY GRS EP NLGI 2	ALL	0 LB	3.98	3.58	3.65	MA - Master Pak
CHEVRON MULTIFAK EP 0	ALL	0 LB	3.17	2.85	2.91	Keg - 120lb
CHEVRON MULTIFAK EP 00	ALL	0 LB	3.25	2.93	2.98	Pail - 35lb
CHEVRON MULTIFAK EP 1	ALL	0 LB	2.84	2.56	2.61	MA - Master Pak
CHEVRON MULTIFAK EP 2	ALL	0 LB	3.25	2.93	2.98	Pail - 35lb
CHEVRON MULTIFAK EP 2	ALL	0 LB	3.26	2.93	2.99	Keg - 120lb
CHEVRON MULTIFAK EP 2	ALL	0 LB	3.43	3.09	3.15	10 PAK
CHEVRON MULTIFAK EP 2	ALL	0 LB	3.15	2.84	2.89	DM - Drum
CHEVRON MULTIFAK EP 2	ALL	0 LB	3.40	3.06	3.12	MA - Master Pak
CHEVRON MULTIGEAR EP-5 80W90	ALL	0 LB	2.89	2.60	2.65	Pail - 35lb
CHEVRON MULTIGEAR EP-5 80W90	ALL	0 LB	2.89	2.60	2.65	Keg - 120lb
CHEVRON MULTIGEAR EP-5 80W90	ALL	0 LB	2.79	2.51	2.56	DM - Drum
CHEVRON MULTIGEAR EP-5 85W140	ALL	0 LB	2.89	2.60	2.65	Pail - 35lb
CHEVRON MULTIGEAR EP-5 85W140	ALL	0 LB	2.25	2.03	2.07	Keg - 120lb
CHEVRON MULTIGEAR EP-5 85W140	ALL	0 LB	2.79	2.51	2.56	DM - Drum
CHEVRON OPN GL GRD 250 NC	ALL	0 LB	4.24	3.82	3.89	Pail - 35lb
CHEVRON OPN GL GRD 250 NC	ALL	0 LB	4.15	3.74	3.81	DM - Drum
CHEVRON RANDO HD 32	ALL	0 GAL	15.73	14.16	14.44	Pail - 5 Gallon
CHEVRON RANDO HD 32	Southern	0 GAL	14.07	10.30	10.51	BK - Bulk
CHEVRON RANDO HD 32	Northern	0 GAL	14.07	10.30	10.51	BK - Bulk
CHEVRON RANDO HD 32	Central	0 GAL	13.47	9.70	9.89	BK - Bulk
CHEVRON RANDO HD 32	Southern	0 GAL	15.53	11.02	11.24	DM - Drum
CHEVRON RANDO HD 32	Northern	0 GAL	15.53	11.02	11.24	DM - Drum
CHEVRON RANDO HD 32	Central	0 GAL	14.93	10.42	10.63	DM - Drum
CHEVRON RANDO HD 46	ALL	0 GAL	15.73	14.16	14.44	Pail - 5 Gallon
CHEVRON RANDO HD 46	Southern	0 GAL	14.07	10.30	10.51	BK - Bulk
CHEVRON RANDO HD 46	Northern	0 GAL	14.07	10.30	10.51	BK - Bulk
CHEVRON RANDO HD 46	Central	0 GAL	13.47	9.70	9.89	BK - Bulk
CHEVRON RANDO HD 46	Southern	0 GAL	15.53	11.02	11.24	DM - Drum
CHEVRON RANDO HD 46	Northern	0 GAL	15.53	11.02	11.24	DM - Drum
CHEVRON RANDO HD 46	Central	0 GAL	14.93	10.42	10.63	DM - Drum
CHEVRON RANDO HD 68	ALL	0 GAL	15.73	14.16	14.44	Pail - 5 Gallon
CHEVRON RANDO HD 68	Southern	0 GAL	14.07	10.30	10.51	BK - Bulk
CHEVRON RANDO HD 68	Northern	0 GAL	14.07	10.30	10.51	BK - Bulk
CHEVRON RANDO HD 68	Central	0 GAL	13.47	9.70	9.89	BK - Bulk
CHEVRON RANDO HD 68	Southern	0 GAL	15.53	11.02	11.24	DM - Drum
CHEVRON RANDO HD 68	Northern	0 GAL	15.53	11.02	11.24	DM - Drum
CHEVRON RANDO HD 68	Central	0 GAL	14.93	10.42	10.63	DM - Drum
CHEVRON RANDO HD ISO 10	ALL	0 GAL	15.69	14.12	14.40	DM - Drum
CHEVRON RANDO HD ISO 100	ALL	0 GAL	16.99	15.29	15.60	Pail - 5 Gallon
CHEVRON RANDO HD ISO 100	ALL	0 GAL	16.20	14.58	14.87	DM - Drum

CHEVRON RANDO HD ISO 150	ALL	0 GAL	16.86	15.17	15.48	Pail - 5 Gallon
CHEVRON RANDO HD ISO 150	ALL	0 GAL	16.06	14.45	14.74	DM - Drum
CHEVRON RANDO HD ISO 220	ALL	0 GAL	16.91	15.22	15.52	Pail - 5 Gallon
CHEVRON RANDO HD ISO 220	ALL	0 GAL	16.12	14.51	14.80	DM - Drum
CHEVRON RANDO HD PREM OIL MV	ALL	0 GAL	17.51	15.76	16.07	DM - Drum
CHEVRON RANDO HDZ 100	ALL	0 GAL	16.82	15.14	15.44	DM - Drum
CHEVRON RANDO HDZ ISO 15	ALL	0 GAL	17.62	15.86	16.18	Pail - 5 Gallon
CHEVRON RANDO HDZ ISO 15	ALL	0 GAL	16.82	15.14	15.44	DM - Drum
CHEVRON RANDO HDZ ISO 32	ALL	0 GAL	17.29	15.56	15.87	Pail - 5 Gallon
CHEVRON RANDO HDZ ISO 32	ALL	0 GAL	16.49	14.84	15.14	DM - Drum
CHEVRON RANDO HDZ ISO 46	ALL	0 GAL	16.55	14.90	15.19	DM - Drum
CHEVRON REGAL R & O ISO 100	ALL	0 GAL	17.73	15.96	16.28	Pail - 5 Gallon
CHEVRON REGAL R & O ISO 100	ALL	0 GAL	16.93	15.24	15.54	DM - Drum
CHEVRON REGAL R & O ISO 150	ALL	0 GAL	17.92	16.13	16.45	Pail - 5 Gallon
CHEVRON REGAL R & O ISO 150	ALL	0 GAL	17.12	15.41	15.72	DM - Drum
CHEVRON REGAL R & O ISO 220	ALL	0 GAL	16.88	15.19	15.50	Pail - 5 Gallon
CHEVRON REGAL R & O ISO 32	ALL	0 GAL	16.06	14.45	14.74	Pail - 5 Gallon
CHEVRON SEAMER OIL FM	ALL	0 GAL	23.26	20.93	21.35	DM - Drum
CHEVRON SHINGLE OIL	ALL	0 GAL	17.05	15.35	15.65	Pail - 5 Gallon
CHEVRON SOLUBLE OIL B	ALL	0 GAL	17.99	16.19	16.51	Pail - 5 Gallon
CHEVRON SOLUBLE OIL B	ALL	0 GAL	17.19	15.47	15.78	DM - Drum
CHEVRON SRI GREASE NLGI 2	ALL	0 LB	4.73	4.26	4.34	Keg - 120lb
CHEVRON SRI GREASE NLGI 2	ALL	0 LB	4.95	4.46	4.54	10 PAK
CHEVRON SRI GREASE NLGI 2	ALL	0 LB	4.95	4.46	4.54	MA - Master Pak
CHEVRON STARPLEX 2	ALL	0 LB	3.81	3.43	3.50	Pail - 35lb
CHEVRON STARPLEX 2	ALL	0 LB	3.89	3.50	3.57	Keg - 120lb
CHEVRON STARPLEX 2	ALL	0 LB	3.72	3.35	3.41	DM - Drum
CHEVRON SUPERLA WHITE OIL 10	ALL	0 GAL	16.25	14.63	14.92	DM - Drum
CHEVRON SUPERLA WHITE OIL 35	ALL	0 GAL	16.21	14.59	14.88	DM - Drum
CHEVRON SUPERLA WHITE OIL 7	ALL	0 GAL	15.96	14.36	14.65	DM - Drum
CHEVRON SUPREME M/O 10W40	ALL	0 GAL	16.16	14.54	14.83	QT - Quart
CHEVRON SUPREME M/O SAE 30	ALL	0 GAL	15.50	13.95	14.23	QT - Quart
CHEVRON SUPREME MO 10W30	ALL	0 GAL	16.16	14.54	14.83	QT - Quart
CHEVRON SUPREME MO 10W30	ALL	0 GAL	14.24	12.82	13.07	Pit - 6 Gallon Box
CHEVRON SUPREME MO 10W30	ALL	0 GAL	13.71	12.34	12.59	BK - Bulk
CHEVRON SUPREME MO 10W30	ALL	0 GAL	15.33	13.80	14.07	DM - Drum
CHEVRON SUPREME MO 5W20	Central	0 GAL	14.25	8.85	9.03	BK - Bulk
CHEVRON SUPREME MO 5W20	Northern	0 GAL	14.85	9.45	9.64	BK - Bulk
CHEVRON SUPREME MO 5W20	Southern	0 GAL	14.85	9.45	9.64	BK - Bulk
CHEVRON SUPREME MO 5W20	Southern	0 GAL	16.58	9.91	10.11	DM - Drum
CHEVRON SUPREME MO 5W20	Northern	0 GAL	16.48	9.91	10.11	DM - Drum
CHEVRON SUPREME MO 5W20	Central	0 GAL	15.88	9.31	9.50	DM - Drum
CHEVRON SUPREME MO 5W30	Central	0 GAL	13.96	8.85	9.03	BK - Bulk
CHEVRON SUPREME MO 5W30	Southern	0 GAL	14.56	9.45	9.64	BK - Bulk
CHEVRON SUPREME MO 5W30	Northern	0 GAL	14.56	9.45	9.64	BK - Bulk
CHEVRON SUPREME MO 5W30	Southern	0 GAL	16.48	9.91	10.11	DM - Drum
CHEVRON SUPREME MO 5W30	Northern	0 GAL	16.48	9.91	10.11	DM - Drum
CHEVRON SUPREME MO 5W30	Central	0 GAL	15.88	9.31	9.50	DM - Drum
CHEVRON TEGRA SYN GL ISO 220	ALL	0 LB	6.43	5.79	5.90	Pail - 35lb
CHEVRON TEGRA SYN GL ISO 320	ALL	0 LB	6.53	5.88	5.99	DM - Drum
CHEVRON TMGL PREMIUM	ALL	0 LB	3.67	3.30	3.37	DM - Drum
CHEVRON ULTI-PLX GRS EP NLGI 2	ALL	0 LB	3.87	3.48	3.55	Pail - 35lb
CHEVRON ULTI-PLX GRS EP NLGI 2	ALL	0 LB	3.83	3.45	3.52	Keg - 120lb
CHEVRON ULTI-PLX GRS EP NLGI 2	ALL	0 LB	4.12	3.71	3.78	10 PAK
CHEVRON ULTI-PLX GRS EP NLGI 2	ALL	0 LB	3.78	3.40	3.47	DM - Drum
CHEVRON ULTI-PLX GRS EP NLGI 2	ALL	0 LB	4.12	3.71	3.78	MA - Master Pak
CHEVRON ULTI-PLX HV SYN GRS EP	ALL	0 LB	6.99	6.29	6.42	DM - Drum
CHEVRON ULTI-PLX SYN GRS EP	ALL	0 LB	7.00	6.30	6.43	Keg - 120lb
CHEVRON ULTI-PLX SYN GRS EP	ALL	0 LB	7.90	7.11	7.25	MA - Master Pak
CHEVRON ULTRA DUTY GREASE HD00	ALL	0 LB	3.27	2.94	3.00	Pail - 35lb
CHEVRON ULTRA G/L 220	ALL	0 LB	3.34	3.01	3.07	DM - Drum
CHEVRON ULTRA G/L 680	ALL	0 LB	3.39	3.05	3.11	DM - Drum

CHEVRON ULTRA-DUTY GR EP NLG11	ALL	0 LB	2.98	2.69	2.74	Pail - 35lb
CHEVRON ULTRA-DUTY GR EP NLG11	ALL	0 LB	3.16	2.84	2.90	MA - Master Pak
CHEVRON ULTRA-DUTY GR EP NLG12	ALL	0 LB	3.60	3.24	3.30	Pail - 35lb
CHEVRON ULTRA-DUTY GR EP NLG12	ALL	0 LB	3.55	3.20	3.26	Keg - 120lb
CHEVRON ULTRA-DUTY GR EP NLG12	ALL	0 LB	3.84	3.46	3.53	10 PAK
CHEVRON ULTRA-DUTY GR EP NLG12	ALL	0 LB	3.51	3.16	3.22	DM - Drum
CHEVRON ULTRA-DUTY GR EP NLG12	ALL	0 LB	3.84	3.46	3.53	MA - Master Pak
CHEVRON URSA HYDRAULIC OIL 10W	ALL	0 GAL	16.21	14.59	14.88	DM - Drum
CHEVRON WAY OIL VISTAC ISO 68	ALL	0 GAL	17.70	15.93	16.25	Pail - 5 Gallon
CHEVRON WAY OIL VISTAC ISO 68	ALL	0 GAL	16.90	15.21	15.51	DM - Drum
CHEVRON WAY OL VISTAC ISO 220	ALL	0 GAL	17.10	15.39	15.70	DM - Drum
MAX PRO 15W-40 LE CJ4	ALL	0 GAL	12.81	11.53	11.76	Pail - 5 Gallon
MAX PRO DEX III/MERCON	ALL	0 GAL	11.02	9.92	10.12	Pail - 5 Gallon
MAX PRO HD 50/50 A/F GREEN	ALL	0 GAL	8.48	7.63	7.78	Pail - 5 Gallon
MAX PRO HD 50/50 A/F GREEN	ALL	0 GAL	5.98	5.38	5.49	BK - Bulk
MAX PRO HD 50/50 A/F GREEN	ALL	0 GAL	6.48	5.83	5.95	DM - Drum
MAX PRO HYDRAULIC AW 32	ALL	0 GAL	12.39	11.15	11.37	Pail - 5 Gallon
MAX PRO HYDRAULIC AW 46	ALL	0 GAL	10.54	9.49	9.68	Pail - 5 Gallon
MAX PRO HYDRAULIC AW 68	ALL	0 GAL	10.54	9.49	9.68	Pail - 5 Gallon
MAX PRO MULTI-VEHICLE ATF	ALL	0 GAL	16.84	15.16	15.46	Pail - 5 Gallon
MAX PRO MULTI-VEHICLE ATF	ALL	0 GAL	13.56	12.20	12.45	BK - Bulk
MAX PRO MULTI-VEHICLE ATF	ALL	0 GAL	14.28	12.85	13.11	DM - Drum
MAX PRO SYN BLEND 5W-20 GF-5	ALL	0 GAL	11.76	10.58	10.80	Pail - 5 Gallon
MAX PRO SYN BLEND 5W-30 GF-5	ALL	0 GAL	11.58	10.42	10.63	Pail - 5 Gallon
MAX PRO UNIVERSAL TRACTOR FLD	ALL	0 GAL	11.72	10.55	10.76	Pail - 5 Gallon
MAX PRO UNIVERSAL TRACTOR FLD	ALL	0 GAL	10.12	9.11	9.29	BK - Bulk
MAX PRO UNIVERSAL TRACTOR FLD	ALL	0 GAL	10.42	9.38	9.57	DM - Drum
P66 VERSATRANS ATF	Northern	0 GAL	24.17	10.80	11.02	QT - Quart
P66 VERSATRANS ATF	Southern	0 GAL	24.17	10.80	11.02	QT - Quart
P66 VERSATRANS ATF	Central	0 GAL	23.57	10.20	10.40	QT - Quart
P66 VERSATRANS ATF	Northern	0 GAL	15.84	8.40	8.57	BK - Bulk
P66 VERSATRANS ATF	Southern	0 GAL	15.84	8.40	8.57	BK - Bulk
P66 VERSATRANS ATF	Central	0 GAL	15.24	7.80	7.96	BK - Bulk
P66 VERSATRANS ATF	Northern	0 GAL	16.14	8.70	8.87	DM - Drum
P66 VERSATRANS ATF	Southern	0 GAL	16.14	8.70	8.87	DM - Drum
P66 VERSATRANS ATF	Central	0 GAL	15.54	8.10	8.26	DM - Drum

Directions: Contractor to provide description of proposed product under column B of this spreadsheet. This product should be the most cost effective option to the State under an awarded contract.

Item Description	Contractor Description of product offered	Region	Quantity	UOM	General Non-Contracted Public Pricing	Proposed State Contracted Pricing	Proposed State P-Card Pricing
Diesel Fuel Additive Cold Weather Anti-Gel	Peak Cold Weather Diesel Anti-Gel	Central	0	BK - Bulk	\$27.26	\$22.30	\$22.75
Diesel Fuel Additive Cold Weather Anti-Gel	Peak Cold Weather Diesel Anti-Gel	Central	0	DM - Drum	\$27.26	\$22.30	\$22.75
Diesel Fuel Additive Cold Weather Anti-Gel	Peak Cold Weather Diesel Anti-Gel with Cetane Booster	Central	0	GAL - Gallon	\$23.06	\$19.40	\$19.79
Diesel Fuel Additive Cold Weather Anti-Gel	Peak Cold Weather Diesel Anti-Gel with Cetane Booster	Central	0	QT - Quart	\$6.53	\$5.50	\$5.61
Diesel Fuel Additive Cold Weather Anti-Gel	Peak Cold Weather Diesel Anti-Gel	Northern	0	BK - Bulk	\$28.13	\$22.90	\$23.36
Diesel Fuel Additive Cold Weather Anti-Gel	Peak Cold Weather Diesel Anti-Gel	Northern	0	DM - Drum	\$28.13	\$22.90	\$23.36
Diesel Fuel Additive Cold Weather Anti-Gel	Peak Cold Weather Diesel Anti-Gel with Cetane Booster	Northern	0	GAL - Gallon	\$23.93	\$20.00	\$20.40
Diesel Fuel Additive Cold Weather Anti-Gel	Peak Cold Weather Diesel Anti-Gel with Cetane Booster	Northern	0	QT - Quart	\$6.74	\$5.65	\$5.77
Diesel Fuel Additive Cold Weather Anti-Gel	Peak Cold Weather Diesel Anti-Gel	Southern	0	BK - Bulk	\$28.13	\$22.90	\$23.36
Diesel Fuel Additive Cold Weather Anti-Gel	Peak Cold Weather Diesel Anti-Gel	Southern	0	DM - Drum	\$28.13	\$22.90	\$23.36
Diesel Fuel Additive Cold Weather Anti-Gel	Peak Cold Weather Diesel Anti-Gel with Cetane Booster	Southern	0	GAL - Gallon	\$23.93	\$20.00	\$20.40
Diesel Fuel Additive Cold Weather Anti-Gel	Peak Cold Weather Diesel Anti-Gel with Cetane Booster	Southern	0	QT - Quart	\$6.74	\$5.65	\$5.77
Fluid, Transmission Dexron3/Mercon	MaxxPro Dex III/Mercon	Central	0	BK - Bulk	\$9.42	\$5.16	\$5.27
Fluid, Transmission Dexron3/Mercon	MaxxPro Dex III/Mercon	Central	0	DM - Drum	\$534.60	\$5.46	\$5.57
Fluid, Transmission Dexron3/Mercon	P66 Super ATF	Central	0	GAL - Gallon	\$14.15	\$7.85	\$8.01
Fluid, Transmission Dexron3/Mercon	P66 Super ATF	Central	0	QT - Quart	\$3.93	\$7.85	\$8.01
Fluid, Transmission Dexron3/Mercon	MaxxPro Dex III/Mercon	Northern	0	BK - Bulk	\$10.02	\$5.76	\$5.88
Fluid, Transmission Dexron3/Mercon	MaxxPro Dex III/Mercon	Northern	0	DM - Drum	\$567.60	\$6.06	\$6.19
Fluid, Transmission Dexron3/Mercon	P66 Super ATF	Northern	0	GAL - Gallon	\$14.65	\$8.45	\$8.62
Fluid, Transmission Dexron3/Mercon	P66 Super ATF	Northern	0	QT - Quart	\$4.08	\$8.45	\$8.62
Fluid, Transmission Dexron3/Mercon	MaxxPro Dex III/Mercon	Southern	0	BK - Bulk	\$10.02	\$5.76	\$5.88
Fluid, Transmission Dexron3/Mercon	MaxxPro Dex III/Mercon	Southern	0	DM - Drum	\$567.60	\$6.06	\$6.19
Fluid, Transmission Dexron3/Mercon	P66 Super ATF	Southern	0	GAL - Gallon	\$14.65	\$8.45	\$8.62
Fluid, Transmission Dexron3/Mercon	P66 Super ATF	Southern	0	QT - Quart	\$4.08	\$8.45	\$8.62
Fluid, Transmission - Full Synthetic Mercon 5	Havoline Full Syn MV ATF	Central	0	BK - Bulk	\$23.17	\$15.78	\$16.10
Fluid, Transmission - Full Synthetic Mercon 5	Havoline Full Syn MV ATF	Central	0	DM - Drum	\$1,274.35	\$15.78	\$16.10
Fluid, Transmission - Full Synthetic Mercon 5	Havoline Full Syn MV ATF	Central	0	GAL - Gallon	\$25.81	\$16.93	\$17.27
Fluid, Transmission - Full Synthetic Mercon 5	Havoline Full Syn MV ATF	Central	0	QT - Quart	\$6.45	\$16.93	\$17.27
Fluid, Transmission - Full Synthetic Mercon 5	Havoline Full Syn MV ATF	Northern	0	BK - Bulk	\$23.77	\$16.38	\$16.71
Fluid, Transmission - Full Synthetic Mercon 5	Havoline Full Syn MV ATF	Northern	0	DM - Drum	\$1,307.35	\$16.38	\$16.71
Fluid, Transmission - Full Synthetic Mercon 5	Havoline Full Syn MV ATF	Northern	0	GAL - Gallon	\$26.41	\$17.53	\$17.89
Fluid, Transmission - Full Synthetic Mercon 5	Havoline Full Syn MV ATF	Northern	0	QT - Quart	\$6.60	\$17.53	\$17.89
Fluid, Transmission - Full Synthetic Mercon 5	Havoline Full Syn MV ATF	Southern	0	BK - Bulk	\$23.77	\$16.38	\$16.71
Fluid, Transmission - Full Synthetic Mercon 5	Havoline Full Syn MV ATF	Southern	0	DM - Drum	\$1,307.35	\$16.38	\$16.71
Fluid, Transmission - Full Synthetic Mercon 5	Havoline Full Syn MV ATF	Southern	0	GAL - Gallon	\$26.41	\$17.53	\$17.89
Fluid, Transmission - Full Synthetic Mercon 5	Havoline Full Syn MV ATF	Southern	0	QT - Quart	\$6.60	\$17.53	\$17.89
Fluid, Transmission - Full Synthetic Mercon LV	P66 Verstrans LV	Central	0	BK - Bulk	\$14.03	\$9.18	\$9.37
Fluid, Transmission - Full Synthetic Mercon LV	P66 Verstrans LV	Central	0	DM - Drum	\$788.15	\$515.90	\$526.22
Fluid, Transmission - Full Synthetic Mercon LV	P66 Verstrans LV	Central	0	GAL - Gallon	\$18.18	\$11.05	\$11.28
Fluid, Transmission - Full Synthetic Mercon LV	P66 Verstrans LV	Central	0	QT - Quart	\$5.53	\$2.77	\$2.82
Fluid, Transmission - Full Synthetic Mercon LV	P66 Verstrans LV	Northern	0	BK - Bulk	\$14.63	\$9.78	\$9.98
Fluid, Transmission - Full Synthetic Mercon LV	P66 Verstrans LV	Northern	0	DM - Drum	\$822.80	\$548.90	\$559.88
Fluid, Transmission - Full Synthetic Mercon LV	P66 Verstrans LV	Northern	0	GAL - Gallon	\$18.78	\$11.65	\$11.89
Fluid, Transmission - Full Synthetic Mercon LV	P66 Verstrans LV	Northern	0	QT - Quart	\$5.83	\$2.92	\$2.98
Fluid, Transmission - Full Synthetic Mercon LV	P66 Verstrans LV	Southern	0	BK - Bulk	\$14.63	\$9.78	\$9.98
Fluid, Transmission - Full Synthetic Mercon LV	P66 Verstrans LV	Southern	0	DM - Drum	\$822.80	\$9.98	\$10.18
Fluid, Transmission - Full Synthetic Mercon LV	P66 Verstrans LV	Southern	0	GAL - Gallon	\$18.78	\$11.65	\$11.89
Fluid, Transmission - Full Synthetic Mercon LV	P66 Verstrans LV	Southern	0	QT - Quart	\$5.83	\$2.92	\$2.98
Fluid, Transmission - Full Synthetic Dexron IV	P66 Verstrans LV	Central	0	BK - Bulk	\$14.03	\$9.18	\$9.37
Fluid, Transmission - Full Synthetic Dexron IV	P66 Verstrans LV	Central	0	DM - Drum	\$788.15	\$515.90	\$526.22
Fluid, Transmission - Full Synthetic Dexron IV	P66 Verstrans LV	Central	0	GAL - Gallon	\$18.18	\$11.05	\$11.28
Fluid, Transmission - Full Synthetic Dexron IV	P66 Verstrans LV	Central	0	QT - Quart	\$5.53	\$2.77	\$2.82
Fluid, Transmission - Full Synthetic Dexron IV	P66 Verstrans LV	Northern	0	BK - Bulk	\$14.63	\$9.78	\$9.98



Fluid, Transmission - Full Synthetic Dexron IV	P66 Verstrans LV	Northern	0	DM - Drum	\$822.80	\$548.90	\$559.88
Fluid, Transmission - Full Synthetic Dexron IV	P66 Verstrans LV	Northern	0	GAL - Gallon	\$18.78	\$11.65	\$11.89
Fluid, Transmission - Full Synthetic Dexron IV	P66 Verstrans LV	Northern	0	QT - Quart	\$5.83	\$2.92	\$2.98
Fluid, Transmission - Full Synthetic Dexron IV	P66 Verstrans LV	Southern	0	BK - Bulk	\$14.63	\$9.78	\$9.98
Fluid, Transmission - Full Synthetic Dexron IV	P66 Verstrans LV	Southern	0	DM - Drum	\$822.80	\$9.98	\$10.18
Fluid, Transmission - Full Synthetic Dexron IV	P66 Verstrans LV	Southern	0	GAL - Gallon	\$18.78	\$11.65	\$11.89
Fluid, Transmission - Full Synthetic Dexron IV	P66 Verstrans LV	Southern	0	QT - Quart	\$5.83	\$2.92	\$2.98
Fluid, Transmission - Full Synthetic ATF4	P66 Verstrans LV	Central	0	DM - Drum	\$788.15	\$515.90	\$526.22
Fluid, Transmission - Full Synthetic ATF4	P66 Verstrans LV	Central	0	GAL - Gallon	\$18.18	\$11.05	\$11.28
Fluid, Transmission - Full Synthetic ATF4	P66 Verstrans LV	Central	0	QT - Quart	\$5.53	\$2.77	\$2.82
Fluid, Transmission - Full Synthetic ATF4	P66 Verstrans LV	Northern	0	BK - Bulk	\$14.63	\$9.78	\$9.98
Fluid, Transmission - Full Synthetic ATF4	P66 Verstrans LV	Northern	0	DM - Drum	\$822.80	\$548.90	\$559.88
Fluid, Transmission - Full Synthetic ATF4	P66 Verstrans LV	Northern	0	GAL - Gallon	\$18.78	\$11.65	\$11.89
Fluid, Transmission - Full Synthetic ATF4	P66 Verstrans LV	Northern	0	QT - Quart	\$5.83	\$2.92	\$2.98
Fluid, Transmission - Full Synthetic ATF4	P66 Verstrans LV	Southern	0	BK - Bulk	\$14.63	\$9.78	\$9.98
Fluid, Transmission - Full Synthetic ATF4	P66 Verstrans LV	Southern	0	DM - Drum	\$822.80	\$9.98	\$10.18
Fluid, Transmission - Full Synthetic ATF4	P66 Verstrans LV	Southern	0	GAL - Gallon	\$18.78	\$11.65	\$11.89
Fluid, Transmission - Full Synthetic ATF4	P66 Verstrans LV	Southern	0	QT - Quart	\$5.83	\$2.92	\$2.98
Oil, Heat Transfer	P66 Heat Transfer Oil 32	Central	0	BK - Bulk	\$15.87	\$8.34	\$8.51
Oil, Heat Transfer	P66 Heat Transfer Oil 32	Central	0	DM - Drum	\$15.87	\$8.34	\$8.51
Oil, Heat Transfer	N/A	Central	0	GAL - Gallon	\$0.00	\$0.00	\$0.00
Oil, Heat Transfer	N/A	Central	0	QT - Quart	\$0.00	\$0.00	\$0.00
Oil, Heat Transfer	P66 Heat Transfer Oil 32	Northern	0	BK - Bulk	\$16.47	\$8.85	\$9.03
Oil, Heat Transfer	P66 Heat Transfer Oil 32	Northern	0	DM - Drum	\$16.47	\$8.85	\$9.03
Oil, Heat Transfer	N/A	Northern	0	GAL - Gallon	\$0.00	\$0.00	\$0.00
Oil, Heat Transfer	N/A	Northern	0	QT - Quart	\$0.00	\$0.00	\$0.00
Oil, Heat Transfer	P66 Heat Transfer Oil 32	Southern	0	BK - Bulk	\$16.47	\$8.85	\$9.03
Oil, Heat Transfer	P66 Heat Transfer Oil 32	Southern	0	DM - Drum	\$16.47	\$8.85	\$9.03
Oil, Heat Transfer	N/A	Southern	0	GAL - Gallon	\$0.00	\$0.00	\$0.00
Oil, Heat Transfer	N/A	Southern	0	QT - Quart	\$0.00	\$0.00	\$0.00
Oil, Hydraulic AW 32	MaxxPro AW 32	Central	0	BK - Bulk	\$10.79	\$4.91	\$5.01
Oil, Hydraulic AW 32	MaxxPro AW 32	Central	0	DM - Drum	\$609.95	\$270.05	\$275.46
Oil, Hydraulic AW 32	N/A	Central	0	GAL - Gallon	\$0.00	\$0.00	\$0.00
Oil, Hydraulic AW 32	N/A	Central	0	QT - Quart	\$0.00	\$0.00	\$0.00
Oil, Hydraulic AW 32	MaxxPro AW 32	Northern	0	BK - Bulk	\$11.39	\$5.51	\$5.63
Oil, Hydraulic AW 32	MaxxPro AW 32	Northern	0	DM - Drum	\$642.95	\$303.05	\$309.12
Oil, Hydraulic AW 32	N/A	Northern	0	GAL - Gallon	\$0.00	\$0.00	\$0.00
Oil, Hydraulic AW 32	N/A	Northern	0	QT - Quart	\$0.00	\$0.00	\$0.00
Oil, Hydraulic AW 32	MaxxPro AW 32	Southern	0	BK - Bulk	\$11.39	\$5.51	\$5.63
Oil, Hydraulic AW 32	MaxxPro AW 32	Southern	0	DM - Drum	\$642.95	\$303.05	\$309.12
Oil, Hydraulic AW 32	N/A	Southern	0	GAL - Gallon	\$0.00	\$0.00	\$0.00
Oil, Hydraulic AW 32	N/A	Southern	0	QT - Quart	\$0.00	\$0.00	\$0.00
Oil, Hydraulic AW 46	MaxxPro AW 46	Central	0	BK - Bulk	\$8.94	\$5.46	\$5.57
Oil, Hydraulic AW 46	MaxxPro AW 46	Central	0	DM - Drum	\$508.20	\$316.80	\$323.14
Oil, Hydraulic AW 46	N/A	Central	0	GAL - Gallon	\$0.00	\$0.00	\$0.00
Oil, Hydraulic AW 46	N/A	Central	0	QT - Quart	\$0.00	\$0.00	\$0.00
Oil, Hydraulic AW 46	MaxxPro AW 46	Northern	0	BK - Bulk	\$9.54	\$6.06	\$6.19
Oil, Hydraulic AW 46	MaxxPro AW 46	Northern	0	DM - Drum	\$541.20	\$349.80	\$356.80
Oil, Hydraulic AW 46	N/A	Northern	0	GAL - Gallon	\$0.00	\$0.00	\$0.00
Oil, Hydraulic AW 46	N/A	Northern	0	QT - Quart	\$0.00	\$0.00	\$0.00
Oil, Hydraulic AW 46	MaxxPro AW 46	Southern	0	BK - Bulk	\$9.54	\$6.06	\$6.19
Oil, Hydraulic AW 46	MaxxPro AW 46	Southern	0	DM - Drum	\$541.20	\$349.80	\$356.80
Oil, Hydraulic AW 46	N/A	Southern	0	GAL - Gallon	\$0.00	\$0.00	\$0.00
Oil, Hydraulic AW 46	N/A	Southern	0	QT - Quart	\$0.00	\$0.00	\$0.00

Oil, Hydraulic AW 68	MaxxPro AW 68	Central	0	BK - Bulk	\$8.94	\$5.46	\$5.57
Oil, Hydraulic AW 68	MaxxPro AW 68	Central	0	DM - Drum	\$508.20	\$316.80	\$323.14
Oil, Hydraulic AW 68	N/A	Central	0	GAL - Gallon	\$0.00	\$0.00	\$0.00
Oil, Hydraulic AW 68	N/A	Central	0	QT - Quart	\$0.00	\$0.00	\$0.00
Oil, Hydraulic AW 68	MaxxPro AW 68	Northern	0	BK - Bulk	\$9.54	\$333.30	\$339.97
Oil, Hydraulic AW 68	MaxxPro AW 68	Northern	0	DM - Drum	\$541.20	\$6.36	\$6.49
Oil, Hydraulic AW 68	N/A	Northern	0	GAL - Gallon	\$0.00	\$0.00	\$0.00
Oil, Hydraulic AW 68	N/A	Northern	0	QT - Quart	\$0.00	\$0.00	\$0.00
Oil, Hydraulic AW 68	MaxxPro AW 68	Southern	0	BK - Bulk	\$9.54	\$6.06	\$6.19
Oil, Hydraulic AW 68	MaxxPro AW 68	Southern	0	DM - Drum	\$541.20	\$349.80	\$356.80
Oil, Hydraulic AW 68	N/A	Southern	0	GAL - Gallon	\$0.00	\$0.00	\$0.00
Oil, Hydraulic AW 68	N/A	Southern	0	QT - Quart	\$0.00	\$0.00	\$0.00
Oil, Multi Vis 5W-20	MaxxPro Syn Blend 5w20	Central	0	BK - Bulk	\$10.16	\$4.98	\$5.08
Oil, Multi Vis 5W-20	MaxxPro Syn Blend 5w20	Central	0	DM - Drum	\$575.30	\$296.40	\$296.21
Oil, Multi Vis 5W-20	Chevron Supreme Syn Blend 5w20	Central	0	GAL - Gallon	\$15.40	\$10.77	\$10.99
Oil, Multi Vis 5W-20	Chevron Supreme Syn Blend 5w20	Central	0	QT - Quart	\$3.85	\$2.70	\$2.75
Oil, Multi Vis 5W-20	MaxxPro Syn Blend 5w20	Northern	0	BK - Bulk	\$10.76	\$5.58	\$5.70
Oil, Multi Vis 5W-20	MaxxPro Syn Blend 5w20	Northern	0	DM - Drum	\$608.30	\$323.40	\$329.87
Oil, Multi Vis 5W-20	Chevron Supreme Syn Blend 5w20	Northern	0	GAL - Gallon	\$16.00	\$11.37	\$11.60
Oil, Multi Vis 5W-20	Chevron Supreme Syn Blend 5w20	Northern	0	QT - Quart	\$4.00	\$2.85	\$2.90
Oil, Multi Vis 5W-20	MaxxPro Syn Blend 5w20	Southern	0	BK - Bulk	\$10.76	\$5.58	\$5.70
Oil, Multi Vis 5W-20	MaxxPro Syn Blend 5w20	Southern	0	DM - Drum	\$608.30	\$323.40	\$329.87
Oil, Multi Vis 5W-20	Chevron Supreme Syn Blend 5w20	Southern	0	GAL - Gallon	\$16.00	\$11.37	\$11.60
Oil, Multi Vis 5W-20	Chevron Supreme Syn Blend 5w20	Southern	0	QT - Quart	\$4.00	\$2.85	\$2.90
Oil, Multi Vis 5W-30	MaxxPro Syn Blend 5w30	Central	0	BK - Bulk	\$9.98	\$4.98	\$5.08
Oil, Multi Vis 5W-30	MaxxPro Syn Blend 5w30	Central	0	DM - Drum	\$565.40	\$296.40	\$296.21
Oil, Multi Vis 5W-30	Chevron Supreme Syn Blend 5w30	Central	0	GAL - Gallon	\$15.40	\$10.77	\$10.99
Oil, Multi Vis 5W-30	Chevron Supreme Syn Blend 5w30	Central	0	QT - Quart	\$3.85	\$2.70	\$2.75
Oil, Multi Vis 5W-30	MaxxPro Syn Blend 5w30	Northern	0	BK - Bulk	\$10.58	\$5.58	\$5.70
Oil, Multi Vis 5W-30	MaxxPro Syn Blend 5w30	Northern	0	DM - Drum	\$598.40	\$323.40	\$329.87
Oil, Multi Vis 5W-30	Chevron Supreme Syn Blend 5w30	Northern	0	GAL - Gallon	\$16.00	\$11.37	\$11.60
Oil, Multi Vis 5W-30	Chevron Supreme Syn Blend 5w30	Northern	0	QT - Quart	\$4.00	\$2.85	\$2.90
Oil, Multi Vis 5W-30	MaxxPro Syn Blend 5w30	Southern	0	BK - Bulk	\$10.58	\$5.58	\$5.70
Oil, Multi Vis 5W-30	MaxxPro Syn Blend 5w30	Southern	0	DM - Drum	\$598.40	\$323.40	\$329.87
Oil, Multi Vis 5W-30	Chevron Supreme Syn Blend 5w30	Southern	0	GAL - Gallon	\$16.00	\$11.37	\$11.60
Oil, Multi Vis 5W-30	Chevron Supreme Syn Blend 5w30	Southern	0	QT - Quart	\$4.00	\$2.85	\$2.90
Oil, Multi Vis 15W-40	MaxxPro LE 15w40	Central	0	BK - Bulk	\$11.21	\$6.34	\$6.47
Oil, Multi Vis 15W-40	MaxxPro LE 15w40	Central	0	DM - Drum	\$633.05	\$365.20	\$372.51
Oil, Multi Vis 15W-40	P66 Fleet Supreme EC 15w40	Central	0	GAL - Gallon	\$17.98	\$7.95	\$8.11
Oil, Multi Vis 15W-40	P66 Fleet Supreme EC 15w40	Central	0	QT - Quart	\$4.52	\$2.06	\$2.10
Oil, Multi Vis 15W-40	MaxxPro LE 15w40	Northern	0	BK - Bulk	\$11.81	\$6.94	\$7.08
Oil, Multi Vis 15W-40	MaxxPro LE 15w40	Northern	0	DM - Drum	\$666.05	\$398.20	\$406.17
Oil, Multi Vis 15W-40	P66 Fleet Supreme EC 15w40	Northern	0	GAL - Gallon	\$18.58	\$8.55	\$8.73
Oil, Multi Vis 15W-40	P66 Fleet Supreme EC 15w40	Northern	0	QT - Quart	\$4.67	\$2.21	\$2.25
Oil, Multi Vis 15W-40	MaxxPro LE 15w40	Southern	0	BK - Bulk	\$11.81	\$6.94	\$7.08
Oil, Multi Vis 15W-40	MaxxPro LE 15w40	Southern	0	DM - Drum	\$666.05	\$398.20	\$406.17
Oil, Multi Vis 15W-40	P66 Fleet Supreme EC 15w40	Southern	0	GAL - Gallon	\$18.58	\$8.55	\$8.73
Oil, Multi Vis 15W-40	P66 Fleet Supreme EC 15w40	Southern	0	QT - Quart	\$4.67	\$2.21	\$2.25
Oil, Multi Vis 5w-20 Dexos	MaxxPro F/S Dexos 1 5w20	Central	0	BK - Bulk	\$9.95	\$8.02	\$8.19
Oil, Multi Vis 5w-20 Dexos	MaxxPro F/S Dexos 1 5w20	Central	0	DM - Drum	\$563.75	\$457.60	\$466.76
Oil, Multi Vis 5w-20 Dexos	P66 Shield Valor Dexos 1 0W20	Central	0	GAL - Gallon	\$22.49	\$11.07	\$11.30
Oil, Multi Vis 5w-20 Dexos	P66 Shield Valor Dexos 1 0W20	Central	0	QT - Quart	\$5.73	\$2.77	\$2.83
Oil, Multi Vis 5w-20 Dexos	MaxxPro F/S Dexos 1 5w20	Northern	0	BK - Bulk	\$10.55	\$8.62	\$8.80
Oil, Multi Vis 5w-20 Dexos	MaxxPro F/S Dexos 1 5w20	Northern	0	DM - Drum	\$596.75	\$490.60	\$500.42
Oil, Multi Vis 5w-20 Dexos	P66 Shield Valor Dexos 1 0W20	Northern	0	GAL - Gallon	\$23.09	\$11.67	\$11.91


Oil, Multi Vis 5w-20 Dexos	P66 Shield Valor Dexos 1 0W20	Northern	0	QT - Quart	\$5.88	\$2.92	\$2.98
Oil, Multi Vis 5w-20 Dexos	MaxxPro F/S Dexos 1 5w20	Southern	0	BK - Bulk	\$10.55	\$8.62	\$8.80
Oil, Multi Vis 5w-20 Dexos	MaxxPro F/S Dexos 1 5w20	Southern	0	DM - Drum	\$596.75	\$490.60	\$500.42
Oil, Multi Vis 5w-20 Dexos	P66 Shield Valor Dexos 1 0W20	Southern	0	GAL - Gallon	\$23.09	\$11.67	\$11.91
Oil, Multi Vis 5w-20 Dexos	P66 Shield Valor Dexos 1 0W20	Southern	0	QT - Quart	\$5.88	\$2.92	\$2.98
Oil, Multi Vis 5w-30 Dexos	MaxxPro F/S Dexos 1 5w30	Central	0	BK - Bulk	\$9.95	\$8.02	\$8.19
Oil, Multi Vis 5w-30 Dexos	MaxxPro F/S Dexos 1 5w30	Central	0	DM - Drum	\$563.75	\$457.60	\$466.76
Oil, Multi Vis 5w-30 Dexos	P66 Shield Valor Dexos 1 5W30	Central	0	GAL - Gallon	\$22.49	\$11.07	\$11.30
Oil, Multi Vis 5w-30 Dexos	P66 Shield Valor Dexos 1 5W30	Central	0	QT - Quart	\$5.73	\$2.77	\$2.83
Oil, Multi Vis 5w-30 Dexos	MaxxPro F/S Dexos 1 5w30	Northern	0	BK - Bulk	\$10.55	\$8.62	\$8.80
Oil, Multi Vis 5w-30 Dexos	MaxxPro F/S Dexos 1 5w30	Northern	0	DM - Drum	\$596.75	\$490.60	\$500.42
Oil, Multi Vis 5w-30 Dexos	P66 Shield Valor Dexos 1 5W30	Northern	0	GAL - Gallon	\$23.09	\$11.67	\$11.91
Oil, Multi Vis 5w-30 Dexos	P66 Shield Valor Dexos 1 5W30	Northern	0	QT - Quart	\$5.88	\$2.92	\$2.98
Oil, Multi Vis 5w-30 Dexos	MaxxPro F/S Dexos 1 5w30	Southern	0	BK - Bulk	\$10.55	\$8.62	\$8.80
Oil, Multi Vis 5w-30 Dexos	MaxxPro F/S Dexos 1 5w30	Southern	0	DM - Drum	\$596.75	\$490.60	\$500.42
Oil, Multi Vis 5w-30 Dexos	P66 Shield Valor Dexos 1 5W30	Southern	0	GAL - Gallon	\$23.09	\$11.67	\$11.91
Oil, Multi Vis 5w-30 Dexos	P66 Shield Valor Dexos 1 5W30	Southern	0	QT - Quart	\$5.88	\$2.92	\$2.98
Oil, Multi Vis 0w-20 Dexos	MaxxPro F/S Dexos 1 0w20	Central	0	BK - Bulk	\$9.95	\$8.02	\$8.19
Oil, Multi Vis 0w-20 Dexos	MaxxPro F/S Dexos 1 0w20	Central	0	DM - Drum	\$563.75	\$457.60	\$466.76
Oil, Multi Vis 0w-20 Dexos	P66 Shield Valor Dexos 1 0W20	Central	0	GAL - Gallon	\$22.49	\$11.07	\$11.30
Oil, Multi Vis 0w-20 Dexos	P66 Shield Valor Dexos 1 0W20	Central	0	QT - Quart	\$5.73	\$2.77	\$2.83
Oil, Multi Vis 0w-20 Dexos	MaxxPro F/S Dexos 1 0w20	Northern	0	BK - Bulk	\$10.55	\$8.62	\$8.80
Oil, Multi Vis 0w-20 Dexos	MaxxPro F/S Dexos 1 0w20	Northern	0	DM - Drum	\$596.75	\$490.60	\$500.42
Oil, Multi Vis 0w-20 Dexos	P66 Shield Valor Dexos 1 0W20	Northern	0	GAL - Gallon	\$23.09	\$11.67	\$11.91
Oil, Multi Vis 0w-20 Dexos	P66 Shield Valor Dexos 1 0W20	Northern	0	QT - Quart	\$5.88	\$2.92	\$2.98
Oil, Multi Vis 0w-20 Dexos	MaxxPro F/S Dexos 1 0w20	Southern	0	BK - Bulk	\$10.55	\$8.62	\$8.80
Oil, Multi Vis 0w-20 Dexos	MaxxPro F/S Dexos 1 0w20	Southern	0	DM - Drum	\$596.75	\$490.60	\$500.42
Oil, Multi Vis 0w-20 Dexos	P66 Shield Valor Dexos 1 0W20	Southern	0	GAL - Gallon	\$23.09	\$11.67	\$11.91
Oil, Multi Vis 0w-20 Dexos	P66 Shield Valor Dexos 1 0W20	Southern	0	QT - Quart	\$5.88	\$2.92	\$2.98
Oil, Multi Vis 10W-30 LE CJ-4	P66 Fleet Supreme EC 10w30	Central	0	BK - Bulk	\$14.71	\$6.88	\$7.02
Oil, Multi Vis 10W-30 LE CJ-4	P66 Fleet Supreme EC 10w30	Central	0	DM - Drum	\$825.55	\$394.90	\$402.80
Oil, Multi Vis 10W-30 LE CJ-4	P66 Fleet Supreme EC 10w30	Central	0	GAL - Gallon	\$19.79	\$10.09	\$10.30
Oil, Multi Vis 10W-30 LE CJ-4	P66 Fleet Supreme EC 10w30	Central	0	QT - Quart	\$4.99	\$2.53	\$2.58
Oil, Multi Vis 10W-30 LE CJ-4	P66 Fleet Supreme EC 10w30	Northern	0	BK - Bulk	\$15.31	\$7.48	\$7.63
Oil, Multi Vis 10W-30 LE CJ-4	P66 Fleet Supreme EC 10w30	Northern	0	DM - Drum	\$858.55	\$427.90	\$436.46
Oil, Multi Vis 10W-30 LE CJ-4	P66 Fleet Supreme EC 10w30	Northern	0	GAL - Gallon	\$20.39	\$10.69	\$10.91
Oil, Multi Vis 10W-30 LE CJ-4	P66 Fleet Supreme EC 10w30	Northern	0	QT - Quart	\$5.14	\$2.68	\$2.73
Oil, Multi Vis 10W-30 LE CJ-4	P66 Fleet Supreme EC 10w30	Southern	0	BK - Bulk	\$15.31	\$7.48	\$7.63
Oil, Multi Vis 10W-30 LE CJ-4	P66 Fleet Supreme EC 10w30	Southern	0	DM - Drum	\$858.55	\$427.90	\$436.46
Oil, Multi Vis 10W-30 LE CJ-4	P66 Fleet Supreme EC 10w30	Southern	0	GAL - Gallon	\$20.39	\$10.69	\$10.91
Oil, Multi Vis 10W-30 LE CJ-4	P66 Fleet Supreme EC 10w30	Southern	0	QT - Quart	\$5.14	\$2.68	\$2.73
Oil, Multi Vis 15W-40 LE CJ-4	MaxxPro LE 15w40	Central	0	BK - Bulk	\$11.21	\$6.34	\$6.47
Oil, Multi Vis 15W-40 LE CJ-4	MaxxPro LE 15w40	Central	0	DM - Drum	\$633.05	\$365.20	\$372.51
Oil, Multi Vis 15W-40 LE CJ-4	P66 Fleet Supreme EC 15w40	Central	0	GAL - Gallon	\$17.98	\$7.95	\$8.11
Oil, Multi Vis 15W-40 LE CJ-4	P66 Fleet Supreme EC 15w40	Central	0	QT - Quart	\$4.52	\$2.06	\$2.10
Oil, Multi Vis 15W-40 LE CJ-4	MaxxPro LE 15w40	Northern	0	BK - Bulk	\$11.81	\$6.94	\$7.08
Oil, Multi Vis 15W-40 LE CJ-4	MaxxPro LE 15w40	Northern	0	DM - Drum	\$666.05	\$398.20	\$406.17
Oil, Multi Vis 15W-40 LE CJ-4	P66 Fleet Supreme EC 15w40	Northern	0	GAL - Gallon	\$18.58	\$8.55	\$8.73
Oil, Multi Vis 15W-40 LE CJ-4	P66 Fleet Supreme EC 15w40	Northern	0	QT - Quart	\$4.67	\$2.21	\$2.25
Oil, Multi Vis 15W-40 LE CJ-4	MaxxPro LE 15w40	Southern	0	BK - Bulk	\$11.81	\$6.94	\$7.08
Oil, Multi Vis 15W-40 LE CJ-4	MaxxPro LE 15w40	Southern	0	DM - Drum	\$666.05	\$398.20	\$406.17
Oil, Multi Vis 15W-40 LE CJ-4	P66 Fleet Supreme EC 15w40	Southern	0	GAL - Gallon	\$18.58	\$8.55	\$8.73
Oil, Multi Vis 15W-40 LE CJ-4	P66 Fleet Supreme EC 15w40	Southern	0	QT - Quart	\$4.67	\$2.21	\$2.25
Oil, Multi Vis - Full Synthetic 5W-20	MaxxPro F/S 5w20	Central	0	BK - Bulk	\$9.95	\$8.02	\$8.19

Oil, Multi Vis - Full Synthetic 5W-20	MaxxPro F/S 5w20	Central	0	DM - Drum	\$563.75	\$457.60	\$466.76
Oil, Multi Vis - Full Synthetic 5W-20	P66 Shiled Armor 5w20	Central	0	GAL - Gallon	\$20.31	\$9.54	\$9.74
Oil, Multi Vis - Full Synthetic 5W-20	P66 Shiled Armor 5w20	Central	0	QT - Quart	\$5.15	\$2.39	\$2.44
Oil, Multi Vis - Full Synthetic 5W-20	MaxxPro F/S 5w20	Northern	0	BK - Bulk	\$10.55	\$8.62	\$8.80
Oil, Multi Vis - Full Synthetic 5W-20	MaxxPro F/S 5w20	Northern	0	DM - Drum	\$596.75	\$490.60	\$500.42
Oil, Multi Vis - Full Synthetic 5W-20	P66 Shiled Armor 5w20	Northern	0	GAL - Gallon	\$20.91	\$10.14	\$10.35
Oil, Multi Vis - Full Synthetic 5W-20	P66 Shiled Armor 5w20	Northern	0	QT - Quart	\$5.30	\$2.54	\$2.59
Oil, Multi Vis - Full Synthetic 5W-20	MaxxPro F/S 5w20	Southern	0	BK - Bulk	\$10.55	\$8.62	\$8.80
Oil, Multi Vis - Full Synthetic 5W-20	MaxxPro F/S 5w20	Southern	0	DM - Drum	\$596.75	\$490.60	\$500.42
Oil, Multi Vis - Full Synthetic 5W-20	P66 Shiled Armor 5w20	Southern	0	GAL - Gallon	\$5.30	\$10.14	\$10.35
Oil, Multi Vis - Full Synthetic 5W-20	P66 Shiled Armor 5w20	Southern	0	QT - Quart	\$10.55	\$2.54	\$2.59
Oil, Multi Vis - Full Synthetic 5W-30	MaxxPro F/S 5w30	Central	0	BK - Bulk	\$9.95	\$8.02	\$8.19
Oil, Multi Vis - Full Synthetic 5W-30	MaxxPro F/S 5w30	Central	0	DM - Drum	\$563.75	\$457.60	\$466.76
Oil, Multi Vis - Full Synthetic 5W-30	P66 Shiled Armor 5w30	Central	0	GAL - Gallon	\$20.31	\$9.54	\$9.74
Oil, Multi Vis - Full Synthetic 5W-30	P66 Shiled Armor 5w30	Central	0	QT - Quart	\$5.15	\$2.39	\$2.44
Oil, Multi Vis - Full Synthetic 5W-30	MaxxPro F/S 5w30	Northern	0	BK - Bulk	\$10.55	\$8.62	\$8.80
Oil, Multi Vis - Full Synthetic 5W-30	MaxxPro F/S 5w30	Northern	0	DM - Drum	\$596.75	\$490.60	\$500.42
Oil, Multi Vis - Full Synthetic 5W-30	P66 Shiled Armor 5w30	Northern	0	GAL - Gallon	\$20.91	\$10.14	\$10.35
Oil, Multi Vis - Full Synthetic 5W-30	P66 Shiled Armor 5w30	Northern	0	QT - Quart	\$5.30	\$2.54	\$2.59
Oil, Multi Vis - Full Synthetic 5W-30	MaxxPro F/S 5w30	Southern	0	BK - Bulk	\$10.55	\$8.62	\$8.80
Oil, Multi Vis - Full Synthetic 5W-30	MaxxPro F/S 5w30	Southern	0	DM - Drum	\$596.75	\$490.60	\$500.42
Oil, Multi Vis - Full Synthetic 5W-30	P66 Shiled Armor 5w30	Southern	0	GAL - Gallon	\$20.91	\$10.14	\$10.35
Oil, Multi Vis - Full Synthetic 5W-30	P66 Shiled Armor 5w30	Southern	0	QT - Quart	\$5.30	\$2.54	\$2.59
Oil, Multi Vis - Full Synthetic 5W-40	Kendall GT-1 Euro 5w40	Central	0	BK - Bulk	\$26.96	\$14.04	\$14.33
Oil, Multi Vis - Full Synthetic 5W-40	Kendall GT-1 Euro 5w40	Central	0	DM - Drum	\$1,482.80	\$772.20	\$787.65
Oil, Multi Vis - Full Synthetic 5W-40	Kendall GT-1 Euro 5w40	Central	0	GAL - Gallon	\$28.26	\$14.90	\$15.20
Oil, Multi Vis - Full Synthetic 5W-40	Kendall GT-1 Euro 5w40	Central	0	QT - Quart	\$7.07	\$3.73	\$3.80
Oil, Multi Vis - Full Synthetic 5W-40	Kendall GT-1 Euro 5w40	Northern	0	BK - Bulk	\$27.56	\$14.64	\$14.94
Oil, Multi Vis - Full Synthetic 5W-40	Kendall GT-1 Euro 5w40	Northern	0	DM - Drum	\$1,515.80	\$805.20	\$821.31
Oil, Multi Vis - Full Synthetic 5W-40	Kendall GT-1 Euro 5w40	Northern	0	GAL - Gallon	\$28.86	\$15.50	\$15.81
Oil, Multi Vis - Full Synthetic 5W-40	Kendall GT-1 Euro 5w40	Northern	0	QT - Quart	\$7.22	\$3.88	\$3.96
Oil, Multi Vis - Full Synthetic 5W-40	Kendall GT-1 Euro 5w40	Southern	0	BK - Bulk	\$27.56	\$14.64	\$14.94
Oil, Multi Vis - Full Synthetic 5W-40	Kendall GT-1 Euro 5w40	Southern	0	DM - Drum	\$1,515.80	\$805.20	\$821.31
Oil, Multi Vis - Full Synthetic 5W-40	Kendall GT-1 Euro 5w40	Southern	0	GAL - Gallon	\$28.86	\$15.50	\$15.81
Oil, Multi Vis - Full Synthetic 5W-40	Kendall GT-1 Euro 5w40	Southern	0	QT - Quart	\$7.22	\$3.88	\$3.96
Oil, Multi Vis - Full Synthetic 0W-20	MaxxPro F/S 0w20	Central	0	BK - Bulk	\$9.95	\$8.02	\$8.19
Oil, Multi Vis - Full Synthetic 0W-20	MaxxPro F/S 0w20	Central	0	DM - Drum	\$563.75	\$457.60	\$466.76
Oil, Multi Vis - Full Synthetic 0W-20	P66 Shiled Armor 0w20	Central	0	GAL - Gallon	\$20.31	\$9.54	\$9.74
Oil, Multi Vis - Full Synthetic 0W-20	P66 Shiled Armor 0w20	Central	0	QT - Quart	\$5.15	\$2.39	\$2.44
Oil, Multi Vis - Full Synthetic 0W-20	MaxxPro F/S 0w20	Northern	0	BK - Bulk	\$10.55	\$8.62	\$8.80
Oil, Multi Vis - Full Synthetic 0W-20	MaxxPro F/S 0w20	Northern	0	DM - Drum	\$596.75	\$490.60	\$500.42
Oil, Multi Vis - Full Synthetic 0W-20	P66 Shiled Armor 0w20	Northern	0	GAL - Gallon	\$20.91	\$10.14	\$10.35
Oil, Multi Vis - Full Synthetic 0W-20	P66 Shiled Armor 0w20	Northern	0	QT - Quart	\$5.30	\$2.54	\$2.59
Oil, Multi Vis - Full Synthetic 0W-20	MaxxPro F/S 0w20	Southern	0	BK - Bulk	\$10.55	\$8.62	\$8.80
Oil, Multi Vis - Full Synthetic 0W-20	MaxxPro F/S 0w20	Southern	0	DM - Drum	\$596.75	\$490.60	\$500.42
Oil, Multi Vis - Full Synthetic 0W-20	P66 Shiled Armor 0w20	Southern	0	GAL - Gallon	\$20.91	\$10.14	\$10.35
Oil, Multi Vis - Full Synthetic 0W-20	P66 Shiled Armor 0w20	Southern	0	QT - Quart	\$5.30	\$2.54	\$2.59
Oil, Multi Vis - Full Synthetic 5W20	MaxxPro F/S 5w20	Central	0	BK - Bulk	\$9.95	\$8.02	\$8.19
Oil, Multi Vis - Full Synthetic 5W20	MaxxPro F/S 5w20	Central	0	DM - Drum	\$563.75	\$457.60	\$466.76
Oil, Multi Vis - Full Synthetic 5W20	P66 Shiled Armor 5w20	Central	0	GAL - Gallon	\$20.31	\$9.54	\$9.74
Oil, Multi Vis - Full Synthetic 5W20	P66 Shiled Armor 5w20	Central	0	QT - Quart	\$5.15	\$2.39	\$2.44
Oil, Multi Vis - Full Synthetic 5W20	MaxxPro F/S 5w20	Northern	0	BK - Bulk	\$10.55	\$8.62	\$8.80
Oil, Multi Vis - Full Synthetic 5W20	MaxxPro F/S 5w20	Northern	0	DM - Drum	\$596.75	\$490.60	\$500.42
Oil, Multi Vis - Full Synthetic 5W20	P66 Shiled Armor 5w20	Northern	0	GAL - Gallon	\$20.91	\$10.14	\$10.35
Oil, Multi Vis - Full Synthetic 5W20	P66 Shiled Armor 5w20	Northern	0	QT - Quart	\$5.30	\$2.54	\$2.59

Oil, Multi Vis - Full Synthetic 5W20	MaxxPro F/S 5w20	Southern	0	BK - Bulk	\$10.55	\$8.62	\$8.80
Oil, Multi Vis - Full Synthetic 5W20	MaxxPro F/S 5w20	Southern	0	DM - Drum	\$596.75	\$490.60	\$500.42
Oil, Multi Vis - Full Synthetic 5W20	P66 Shiled Armor 5w20	Southern	0	GAL - Gallon	\$5.30	\$10.14	\$10.35
Oil, Multi Vis - Full Synthetic 5W20	P66 Shiled Armor 5w20	Southern	0	QT - Quart	\$10.55	\$2.54	\$2.59
Oil, Multi Vis - Full Synthetic 5W30	MaxxPro F/S 5w30	Central	0	BK - Bulk	\$9.95	\$8.02	\$8.19
Oil, Multi Vis - Full Synthetic 5W30	MaxxPro F/S 5w30	Central	0	DM - Drum	\$563.75	\$457.60	\$466.76
Oil, Multi Vis - Full Synthetic 5W30	P66 Shiled Armor 5w30	Central	0	GAL - Gallon	\$20.31	\$9.54	\$9.74
Oil, Multi Vis - Full Synthetic 5W30	P66 Shiled Armor 5w30	Central	0	QT - Quart	\$5.15	\$2.39	\$2.44
Oil, Multi Vis - Full Synthetic 5W30	MaxxPro F/S 5w30	Northern	0	BK - Bulk	\$10.55	\$8.62	\$8.80
Oil, Multi Vis - Full Synthetic 5W30	MaxxPro F/S 5w30	Northern	0	DM - Drum	\$596.75	\$490.60	\$500.42
Oil, Multi Vis - Full Synthetic 5W30	P66 Shiled Armor 5w30	Northern	0	GAL - Gallon	\$20.91	\$10.14	\$10.35
Oil, Multi Vis - Full Synthetic 5W30	P66 Shiled Armor 5w30	Northern	0	QT - Quart	\$5.30	\$2.54	\$2.59
Oil, Multi Vis - Full Synthetic 5W30	MaxxPro F/S 5w30	Southern	0	BK - Bulk	\$10.55	\$8.62	\$8.80
Oil, Multi Vis - Full Synthetic 5W30	MaxxPro F/S 5w30	Southern	0	DM - Drum	\$596.75	\$490.60	\$500.42
Oil, Multi Vis - Full Synthetic 5W30	P66 Shiled Armor 5w30	Southern	0	GAL - Gallon	\$20.91	\$10.14	\$10.35
Oil, Multi Vis - Full Synthetic 5W30	P66 Shiled Armor 5w30	Southern	0	QT - Quart	\$5.30	\$2.54	\$2.59
Oil, Single Grade 30 WT	P66 T5X 30	Central	0	BK - Bulk	\$13.80	\$7.55	\$7.71
Oil, Single Grade 30 WT	P66 T5X 30	Central	0	DM - Drum	\$759.00	\$415.25	\$423.56
Oil, Single Grade 30 WT	P66 T5X 30	Central	0	GAL - Gallon	\$16.77	\$8.43	\$8.60
Oil, Single Grade 30 WT	P66 T5X 30	Central	0	QT - Quart	\$4.33	\$2.11	\$2.15
Oil, Single Grade 30 WT	P66 T5X 30	Northern	0	BK - Bulk	\$14.40	\$8.15	\$8.32
Oil, Single Grade 30 WT	P66 T5X 30	Northern	0	DM - Drum	\$792.00	\$448.25	\$457.22
Oil, Single Grade 30 WT	P66 T5X 30	Northern	0	GAL - Gallon	\$17.37	\$9.03	\$9.22
Oil, Single Grade 30 WT	P66 T5X 30	Northern	0	QT - Quart	\$4.48	\$2.26	\$2.31
Oil, Single Grade 30 WT	P66 T5X 30	Southern	0	BK - Bulk	\$14.40	\$8.15	\$8.32
Oil, Single Grade 30 WT	P66 T5X 30	Southern	0	DM - Drum	\$792.00	\$448.25	\$457.22
Oil, Single Grade 30 WT	P66 T5X 30	Southern	0	GAL - Gallon	\$17.37	\$9.03	\$9.22
Oil, Single Grade 30 WT	P66 T5X 30	Southern	0	QT - Quart	\$4.48	\$2.26	\$2.31
Oil, Single Grade 40 WT	P66 T5X 40	Central	0	BK - Bulk	\$13.50	\$7.64	\$7.80
Oil, Single Grade 40 WT	P66 T5X 40	Central	0	DM - Drum	\$759.00	\$420.20	\$428.61
Oil, Single Grade 40 WT	P66 T5X 40	Central	0	GAL - Gallon	\$16.77	\$11.71	\$11.95
Oil, Single Grade 40 WT	P66 T5X 40	Central	0	QT - Quart	\$4.33	\$2.93	\$2.99
Oil, Single Grade 40 WT	P66 T5X 40	Northern	0	BK - Bulk	\$14.40	\$8.24	\$8.41
Oil, Single Grade 40 WT	P66 T5X 40	Northern	0	DM - Drum	\$792.00	\$453.20	\$462.27
Oil, Single Grade 40 WT	P66 T5X 40	Northern	0	GAL - Gallon	\$17.37	\$12.31	\$12.56
Oil, Single Grade 40 WT	P66 T5X 40	Northern	0	QT - Quart	\$4.48	\$3.08	\$3.14
Oil, Single Grade 40 WT	P66 T5X 40	Southern	0	BK - Bulk	\$14.40	\$8.24	\$8.41
Oil, Single Grade 40 WT	P66 T5X 40	Southern	0	DM - Drum	\$792.00	\$453.20	\$462.27
Oil, Single Grade 40 WT	P66 T5X 40	Southern	0	GAL - Gallon	\$17.37	\$12.31	\$12.56
Oil, Single Grade 40 WT	P66 T5X 40	Southern	0	QT - Quart	\$4.48	\$3.08	\$3.14
Oil, Single Grade 50 WT	P66 T5X 50	Central	0	BK - Bulk	\$14.28	\$9.52	\$9.70
Oil, Single Grade 50 WT	P66 T5X 50	Central	0	DM - Drum	\$785.40	\$468.60	\$477.98
Oil, Single Grade 50 WT	P66 T5X 50	Central	0	GAL - Gallon	\$17.07	\$12.49	\$12.74
Oil, Single Grade 50 WT	P66 T5X 50	Central	0	QT - Quart	\$4.43	\$3.13	\$3.19
Oil, Single Grade 50 WT	P66 T5X 50	Northern	0	BK - Bulk	\$14.88	\$9.12	\$9.31
Oil, Single Grade 50 WT	P66 T5X 50	Northern	0	DM - Drum	\$818.40	\$501.60	\$511.64
Oil, Single Grade 50 WT	P66 T5X 50	Northern	0	GAL - Gallon	\$17.67	\$13.09	\$13.36
Oil, Single Grade 50 WT	P66 T5X 50	Northern	0	QT - Quart	\$4.58	\$3.28	\$3.34
Oil, Single Grade 50 WT	P66 T5X 50	Southern	0	BK - Bulk	\$14.88	\$9.12	\$9.31
Oil, Single Grade 50 WT	P66 T5X 50	Southern	0	DM - Drum	\$818.40	\$501.60	\$511.64
Oil, Single Grade 50 WT	P66 T5X 50	Southern	0	GAL - Gallon	\$17.67	\$13.09	\$13.36
Oil, Single Grade 50 WT	P66 T5X 50	Southern	0	QT - Quart	\$4.58	\$3.28	\$3.34
Oil, Single Grade 10 WT Non-Detergent	Multi-Purpose R&O 32	Central	0	BK - Bulk	\$13.49	\$7.43	\$7.58
Oil, Single Grade 10 WT Non-Detergent	Multi-Purpose R&O 32	Central	0	DM - Drum	\$741.95	\$408.85	\$416.83
Oil, Single Grade 10 WT Non-Detergent	Mytek ND Gen Purpose 10W	Central	0	GAL - Gallon	\$15.84	\$9.20	\$9.39

Oil, Single Grade 10 WT Non-Detergent	Mystik ND Gen Purpose 10W	Central	0	QT - Quart	\$3.96	\$2.30	\$2.35
Oil, Single Grade 10 WT Non-Detergent	Multi-Purpose R&O 32	Northern	0	BK - Bulk	\$14.09	\$8.03	\$8.20
Oil, Single Grade 10 WT Non-Detergent	Multi-Purpose R&O 32	Northern	0	DM - Drum	\$774.95	\$441.65	\$450.49
Oil, Single Grade 10 WT Non-Detergent	Mystik ND Gen Purpose 10W	Northern	0	GAL - Gallon	\$16.44	\$9.80	\$10.00
Oil, Single Grade 10 WT Non-Detergent	Mystik ND Gen Purpose 10W	Northern	0	QT - Quart	\$4.11	\$2.45	\$2.50
Oil, Single Grade 10 WT Non-Detergent	Multi-Purpose R&O 32	Southern	0	BK - Bulk	\$14.09	\$8.03	\$8.20
Oil, Single Grade 10 WT Non-Detergent	Multi-Purpose R&O 32	Southern	0	DM - Drum	\$774.95	\$441.65	\$450.49
Oil, Single Grade 10 WT Non-Detergent	Mystik ND Gen Purpose 10W	Southern	0	GAL - Gallon	\$16.44	\$9.80	\$10.00
Oil, Single Grade 10 WT Non-Detergent	Mystik ND Gen Purpose 10W	Southern	0	QT - Quart	\$4.11	\$2.45	\$2.50
Oil, Single Grade 30 WT Non-Detergent	Multi-Purpose R&O 100	Central	0	BK - Bulk	\$13.75	\$7.79	\$7.95
Oil, Single Grade 30 WT Non-Detergent	Multi-Purpose R&O 100	Central	0	DM - Drum	\$756.25	\$428.45	\$437.02
Oil, Single Grade 30 WT Non-Detergent	Mystik ND Gen Purpose 30W	Central	0	GAL - Gallon	\$15.84	\$9.20	\$9.39
Oil, Single Grade 30 WT Non-Detergent	Mystik ND Gen Purpose 30W	Central	0	QT - Quart	\$3.96	\$2.30	\$2.35
Oil, Single Grade 30 WT Non-Detergent	Multi-Purpose R&O 100	Northern	0	BK - Bulk	\$14.35	\$8.39	\$8.56
Oil, Single Grade 30 WT Non-Detergent	Multi-Purpose R&O 100	Northern	0	DM - Drum	\$789.25	\$461.45	\$470.68
Oil, Single Grade 30 WT Non-Detergent	Mystik ND Gen Purpose 30W	Northern	0	GAL - Gallon	\$16.44	\$9.80	\$10.00
Oil, Single Grade 30 WT Non-Detergent	Mystik ND Gen Purpose 30W	Northern	0	QT - Quart	\$4.11	\$2.45	\$2.50
Oil, Single Grade 30 WT Non-Detergent	Multi-Purpose R&O 100	Southern	0	BK - Bulk	\$14.35	\$8.39	\$8.56
Oil, Single Grade 30 WT Non-Detergent	Multi-Purpose R&O 100	Southern	0	DM - Drum	\$789.25	\$461.45	\$470.68
Oil, Single Grade 30 WT Non-Detergent	Mystik ND Gen Purpose 30W	Southern	0	GAL - Gallon	\$16.44	\$9.80	\$10.00
Oil, Single Grade 30 WT Non-Detergent	Mystik ND Gen Purpose 30W	Southern	0	QT - Quart	\$4.11	\$2.45	\$2.50
Oil, Two Cycle Blend ATV/Motorcycle 10W-30 Synthetic	N/A	Central	0	BK - Bulk	\$0.00	\$0.00	\$0.00
Oil, Two Cycle Blend ATV/Motorcycle 10W-30 Synthetic	N/A	Central	0	DM - Drum	\$0.00	\$0.00	\$0.00
Oil, Two Cycle Blend ATV/Motorcycle 10W-30 Synthetic	N/A	Central	0	GAL - Gallon	\$0.00	\$0.00	\$0.00
Oil, Two Cycle Blend ATV/Motorcycle 10W-30 Synthetic	RedLine Motorcycle Oil 10w30	Central	0	QT - Quart	\$3.52	\$2.93	\$2.99
Oil, Two Cycle Blend ATV/Motorcycle 10W-30 Synthetic	N/A	Northern	0	BK - Bulk	\$0.00	\$0.00	\$0.00
Oil, Two Cycle Blend ATV/Motorcycle 10W-30 Synthetic	N/A	Northern	0	DM - Drum	\$0.00	\$0.00	\$0.00
Oil, Two Cycle Blend ATV/Motorcycle 10W-30 Synthetic	N/A	Northern	0	GAL - Gallon	\$0.00	\$0.00	\$0.00
Oil, Two Cycle Blend ATV/Motorcycle 10W-30 Synthetic	RedLine Motorcycle Oil 10w30	Northern	0	QT - Quart	\$3.74	\$3.08	\$3.15
Oil, Two Cycle Blend ATV/Motorcycle 10W-30 Synthetic	N/A	Southern	0	BK - Bulk	\$0.00	\$0.00	\$0.00
Oil, Two Cycle Blend ATV/Motorcycle 10W-30 Synthetic	N/A	Southern	0	DM - Drum	\$0.00	\$0.00	\$0.00
Oil, Two Cycle Blend ATV/Motorcycle 10W-30 Synthetic	N/A	Southern	0	GAL - Gallon	\$0.00	\$0.00	\$0.00
Oil, Two Cycle Blend ATV/Motorcycle 10W-30 Synthetic	RedLine Motorcycle Oil 10w30	Southern	0	QT - Quart	\$3.74	\$3.08	\$3.15
Oil, Two Cycle Blend ATV/Motorcycle 10W-40 Synthetic	RedLine Motorcycle Oil 10w40	Central	0	BK - Bulk	\$48.05	\$37.14	\$37.89
Oil, Two Cycle Blend ATV/Motorcycle 10W-40 Synthetic	RedLine Motorcycle Oil 10w40	Central	0	DM - Drum	\$2,961.92	\$2,042.70	\$2,083.56
Oil, Two Cycle Blend ATV/Motorcycle 10W-40 Synthetic	RedLine Motorcycle Oil 10w40	Central	0	GAL - Gallon	\$14.08	\$11.71	\$11.95
Oil, Two Cycle Blend ATV/Motorcycle 10W-40 Synthetic	RedLine Motorcycle Oil 10w40	Central	0	QT - Quart	\$3.52	\$2.93	\$2.99
Oil, Two Cycle Blend ATV/Motorcycle 10W-40 Synthetic	RedLine Motorcycle Oil 10w40	Northern	0	BK - Bulk	\$48.92	\$37.74	\$38.50
Oil, Two Cycle Blend ATV/Motorcycle 10W-40 Synthetic	RedLine Motorcycle Oil 10w40	Northern	0	DM - Drum	\$3,009.77	\$2,075.70	\$2,117.22
Oil, Two Cycle Blend ATV/Motorcycle 10W-40 Synthetic	RedLine Motorcycle Oil 10w40	Northern	0	GAL - Gallon	\$14.95	\$12.31	\$12.56
Oil, Two Cycle Blend ATV/Motorcycle 10W-40 Synthetic	RedLine Motorcycle Oil 10w40	Northern	0	QT - Quart	\$3.74	\$3.08	\$3.15
Oil, Two Cycle Blend ATV/Motorcycle 10W-40 Synthetic	RedLine Motorcycle Oil 10w40	Southern	0	BK - Bulk	\$48.92	\$37.74	\$38.50
Oil, Two Cycle Blend ATV/Motorcycle 10W-40 Synthetic	RedLine Motorcycle Oil 10w40	Southern	0	DM - Drum	\$3,009.77	\$2,075.70	\$2,117.22
Oil, Two Cycle Blend ATV/Motorcycle 10W-40 Synthetic	RedLine Motorcycle Oil 10w40	Southern	0	GAL - Gallon	\$14.95	\$12.31	\$12.56
Oil, Two Cycle Blend ATV/Motorcycle 10W-40 Synthetic	RedLine Motorcycle Oil 10w40	Southern	0	QT - Quart	\$3.74	\$3.08	\$3.15
Oil, Two Cycle Blend ATV/Motorcycle 10W-50 Synthetic	P66 2T Unimix Two Cycle Oil	Central	0	BK - Bulk	\$21.03	\$9.07	\$9.26
Oil, Two Cycle Blend ATV/Motorcycle 10W-50 Synthetic	P66 2T Unimix Two Cycle Oil	Central	0	DM - Drum	\$1,156.65	\$498.85	\$508.83
Oil, Two Cycle Blend ATV/Motorcycle 10W-50 Synthetic	P66 2T Unimix Two Cycle Oil	Central	0	GAL - Gallon	\$24.92	\$12.14	\$12.39
Oil, Two Cycle Blend ATV/Motorcycle 10W-50 Synthetic	P66 2T Unimix Two Cycle Oil	Central	0	QT - Quart	\$6.23	\$12.23	\$12.48
Oil, Two Cycle Blend ATV/Motorcycle 10W-50 Synthetic	P66 2T Unimix Two Cycle Oil	Northern	0	BK - Bulk	\$21.83	\$9.67	\$9.87
Oil, Two Cycle Blend ATV/Motorcycle 10W-50 Synthetic	P66 2T Unimix Two Cycle Oil	Northern	0	DM - Drum	\$1,189.65	\$9.67	\$9.87
Oil, Two Cycle Blend ATV/Motorcycle 10W-50 Synthetic	P66 2T Unimix Two Cycle Oil	Northern	0	GAL - Gallon	\$25.52	\$12.74	\$13.00

Oil, Two Cycle Blend ATV/Motorcycle 10W-50 Synthetic	P66 2T Unimix Two Cycle Oil	Northern	0	QT - Quart	\$6.38	\$12.83	\$13.09
Oil, Two Cycle Blend ATV/Motorcycle 10W-50 Synthetic	P66 2T Unimix Two Cycle Oil	Southern	0	BK - Bulk	\$21.63	\$9.67	\$9.87
Oil, Two Cycle Blend ATV/Motorcycle 10W-50 Synthetic	P66 2T Unimix Two Cycle Oil	Southern	0	DM - Drum	\$1,189.65	\$9.67	\$9.87
Oil, Two Cycle Blend ATV/Motorcycle 10W-50 Synthetic	P66 2T Unimix Two Cycle Oil	Southern	0	GAL - Gallon	\$25.52	\$12.74	\$13.00
Oil, Two Cycle Blend ATV/Motorcycle 10W-50 Synthetic	P66 2T Unimix Two Cycle Oil	Southern	0	QT - Quart	\$6.38	\$12.83	\$13.09
Oil, Two Cycle Blend ATV/Motorcycle 20W-50 Synthetic	RedLine Motorcycle Oil 20w50	Central	0	BK - Bulk	\$48.05	\$37.14	\$37.89
Oil, Two Cycle Blend ATV/Motorcycle 20W-50 Synthetic	RedLine Motorcycle Oil 20w50	Central	0	DM - Drum	\$2,961.92	\$2,042.70	\$2,083.56
Oil, Two Cycle Blend ATV/Motorcycle 20W-50 Synthetic	RedLine Motorcycle Oil 20w50	Central	0	GAL - Gallon	\$14.08	\$11.71	\$11.95
Oil, Two Cycle Blend ATV/Motorcycle 20W-50 Synthetic	RedLine Motorcycle Oil 20w50	Central	0	QT - Quart	\$3.52	\$2.93	\$2.99
Oil, Two Cycle Blend ATV/Motorcycle 20W-50 Synthetic	RedLine Motorcycle Oil 20w50	Northern	0	BK - Bulk	\$48.92	\$37.74	\$38.50
Oil, Two Cycle Blend ATV/Motorcycle 20W-50 Synthetic	RedLine Motorcycle Oil 20w50	Northern	0	DM - Drum	\$3,009.77	\$37.74	\$38.50
Oil, Two Cycle Blend ATV/Motorcycle 20W-50 Synthetic	RedLine Motorcycle Oil 20w50	Northern	0	GAL - Gallon	\$14.95	\$12.31	\$12.56
Oil, Two Cycle Blend ATV/Motorcycle 20W-50 Synthetic	RedLine Motorcycle Oil 20w50	Northern	0	QT - Quart	\$3.74	\$3.08	\$3.15
Oil, Two Cycle Blend ATV/Motorcycle 20W-50 Synthetic	RedLine Motorcycle Oil 20w50	Southern	0	BK - Bulk	\$48.92	\$37.74	\$38.50
Oil, Two Cycle Blend ATV/Motorcycle 20W-50 Synthetic	RedLine Motorcycle Oil 20w50	Southern	0	DM - Drum	\$3,009.77	\$37.74	\$38.50
Oil, Two Cycle Blend ATV/Motorcycle 20W-50 Synthetic	RedLine Motorcycle Oil 20w50	Southern	0	GAL - Gallon	\$14.95	\$12.31	\$12.56
Oil, Two Cycle Blend ATV/Motorcycle 20W-50 Synthetic	RedLine Motorcycle Oil 20w50	Southern	0	QT - Quart	\$3.74	\$3.08	\$3.15

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>7g.</b>
<b>MEETING DATE:</b> September 3, 2019  <b>DEPARTMENT:</b> Public Works, Water & Wastewater Division  <b>STAFF PRESENTER:</b> Christopher Salas, P.E. Public Works Director Town Engineer  <b>SUBJECT:</b> Terracon Consultants Inc.		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>
<b>STRATEGIC PLAN REFERENCE:</b> <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

**RECOMMENDED MOTION/ACTION:**

Authorization to contract with Terracon Consultants Inc., for quality assurance needs in an amount not to exceed \$75,000.

**BACKGROUND/DISCUSSION:**

During construction projects there is a need for construction material testing. In order for the Town to accept the work there must be some form for quality assurance testing performed. Often times in smaller communities the contractor supplies the testing lab as part of the contract and the lab provides both quality control for the contractor and quality assurance for the town/city. This relationship is difficult at best as the lab works for the contractor and depends on the contractor for future work. Larger organizations like ADOT, City of Phoenix, City of Mesa, etc. all have their own labs and field technicians. The Town of Florence in no way can justify a full-time technician nor a laboratory. Based on these limitations the Town of Florence has made the decision to partner with Terracon for our Town’s quality assurance needs. The Town now receives quality assurance testing with no inherent conflict of interest as the lab works for the Town.

The Town will utilize Contract # ADSP019-208305 through the State of Arizona for this contract, on file with the Town Clerk.

**A VOTE OF NO WOULD MEAN:**



The Town would have to modify its contract language and contractors would have to start adding construction material testing to their scope of services and costs.

**A VOTE OF YES WOULD MEAN:**

The Town would continue to use Terracon to provide quality assurance testing services.

**FINANCIAL IMPACT:**

The cost to Contract with Terracon Consultants Inc. will not exceed \$75,000.

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:**

- Town of Florence Professional Services JOC Contract and Exhibit 1



General Ledger Account Number: PUBLIC WORKS

Email Confirmation (\$5,000 or less) Date Prepared: 6/7/2019

Written / Fax / Email (Mandatory over \$5,000 bids attached) Prepared By: Susan Jonas

Sealed Bid Title: Formal Sealed Bid:  Written Bid:  Open Date: \_\_\_\_\_

STATE OF ARIZONA MASTER CONTRACT ADSP019-208305 Close Date: \_\_\_\_\_

Item(s) (include quality, Brand, Model & Color):  
BLANKET PURCHASE ORDER FOR PROFESSIONAL SERVICES - ENVIRONMENTAL, FACILITIES, GEOTECHNICAL AND CONSTRUCTION MATERIALS TESTING.

VENDOR NAME		CONTACT INFO:		Payment Terms (Discount)	Availability	Who Pays Shipping?	Unit Price	Extended Price	Comments
1	Name: TERRACON CONSULTANTS (2528)	Contact: DAVE MATSON						\$ 75,000.00	BLANKET PO FOR PROFESSIONAL SERVICES - UTILIZING STATE OF AZ COOPERATIVE CONTRACT # ADSP019-208305. AMOUNT IS BASED ON EXPENSES FY 2019.
	Address: 4685 S ASH AVE. STE H-4	Phone: 602-239-4841							
	TEMPE, AZ 85282	Fax: _____							
	Quote #:	Email: dave.matson@terracon.com	REQ #	55232	PO #				
	Received:	Date Notified of Decision:							
2	Name:	Contact:						\$	
	Address:	Phone:							
		Fax:							
	Quote #:	Email:	REQ #		PO #:				
	Received:	Date Notified of Decision:							
3	Name:	Contact:						\$	
	Address:	Phone:							
		Fax:							
	Quote #:	Email:	REQ #		PO #:				
	Received:	Date Notified of Decision:							

Attach additional page(s), if necessary

Vendor Selected: TERRACON CONSULTANTS INC

Justification (if not lowest bid):  
BLANKET PURCHASE ORDER FOR PROFESSIONAL SERVICES - ENVIRONMENTAL, FACILITIES, GEOTECHNICAL AND CONSTRUCTION MATERIALS TESTING.

Department Head Approval:		Date: 8/8/19
Finance Director Approval:		Date: 8/16/19
Town Manager Approval:		Date: 8/19/2019

Exhibits Attached: STATE OF ARIZONA SOLICITAION # ADSP018-00007984

STATE OF ARIZONA MASTER COOPERATIVE CONTRACT # ADSP019-208305 EXPIRES 7.31 2023

AVAILABLE @ CLERKS OFFICE

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  
PROFESSIONAL SERVICES CONTRACT**

THIS PROFESSIONAL SERVICES CONTRACT (“**Contract**”), is made and entered into as of September 3, 2019 (“Effective Date”), and is by and between the Town of Florence, a municipal corporation of the State of Arizona (“**Town**”), and Terracon Consultants, (“**Contractor**”). The Town and the Contractor may be referred to in the Contract collectively as the “parties” and each individually as a “party”.

**RECITALS**

**WHEREAS**, the Town desires to Contract for Professional Services as specified in Exhibit 1 (“**Scope of Work**” or “**Services**”);

**WHEREAS**, Contractor is duly qualified to perform the requested services;

**WHEREAS**, Contractor has agreed to perform the services as set forth in Exhibit 1 attached hereto and incorporated herein;

**WHEREAS**, Town desires and Contractor agrees that this Contract is entered into by the parties, as a cooperative purchase pursuant to the Master Contract dated August 1, 2018 between the State of Arizona and Terracon Consultants Inc, and Contractor agrees that the master cooperative solicitation/contract documents issued by the State of Arizona for the Services (“Master Contract”) is in full force and effect and all terms and conditions of the Master Contract are incorporated by reference into this Contract.

**NOW THEREFORE**, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

**AGREEMENTS**

**1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION**

Contractor shall act under the authority and approval of the Contract Administrator for the Town, further named herein, to provide the professional services required by this Contract.

1.1 Service Description. The Contractor shall provide the requested services as set forth in Exhibit 1 and as set forth in individual Task Orders (the “Services”). This Contract includes this agreement, including any attachments, and any Task Orders that may be issued as agreed to by the parties to implement the services. Task Order means a specific written agreement between the Town and Contractor for work to be performed under this Contract for an individual, mutually agreed upon scope of work, schedule and price. In response to Task Orders that may be mutually agreed upon and issued periodically by Town, Contractor shall perform the Services, except as may be specified elsewhere in the Contract which will be defined and further described as to specific project requirements in each Task Order. The Services shall be performed in accordance with the requirements set forth in each Task Order.

1.2 Acceptance and Documentation.

1.2.1 Each deliverable shall be reviewed and approved by the Town Manager or his designee to determine acceptable completion.

1.2.2. The Town shall provide all necessary information to the Contractor for timely completion of the tasks specified in Item 1.1 above.

1.2.3 All documents, including but not limited to, data compilations, studies, and/or reports, which are prepared in the performance of this Contract are to be and remain the property of the Town and are to be delivered to the Town Manager before final payment is made to the Contractor.

## **2.0 FEES, CATEGORIES OF SERVICE AND PAYMENTS**

2.1 Fees. Contractor will be paid within 30 days of the receipt of an itemized invoice. Monthly payment may be made to Contractor on the basis of a progress report prepared and submitted by Contractor for the Services completed through the last day of the proceeding calendar month and for the production of the deliverables as spelled out in Exhibit 1, and the individual Task Order approved by the Town.

2.2 Categories of Service. Services means in response to Task Orders, including Exhibit 1, that may be mutually agreed upon and issued periodically by Town, Contractor shall furnish all necessary work which will be defined and further described as to specific project requirements in each Task Order.

2.3 Payment Approval. Amounts set forth in Section 1.1 and 2.2 represent the entire amounts payable under this Contract and shall be paid upon the submission of monthly invoices to and approved by the Town. All invoices are to be emailed to [accountspayable@florenceaz.gov](mailto:accountspayable@florenceaz.gov).

2.4 Business License. Contractor will purchase and maintain a business license with the Town of Florence.

## **3.0 SCHEDULE AND TERMINATION**

3.1 Project Schedule. The Contractor shall perform the Scope of Work in accordance with the schedule attached as Exhibit 1, and any Task Order.

3.2 Termination.

3.2.1 Termination for Cause: Town may also terminate this Contract with seven (7) days' prior written notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any industry standards and customary practices terms and conditions of this Contract. Unsatisfactory performance as judged by Industry standards and customary practices, and failure to provide Town, upon request, with adequate assurances of future performance shall all be causes allowing Town to terminate this Contract for cause. In the event of termination for cause, Town shall not be liable to Contractor for any amount, and Contractor shall be liable to Town for any and all damages sustained by reason of the default which gave rise to the termination.

3.2.2 Termination for Convenience. The Parties reserve the right to terminate this Contract with or without cause upon 30 days' prior written notice. In the event the Town terminates this Contract pursuant to this Section 3.2.2, then in that event the Town agrees to pay for the work performed prior to the date of termination. Town may terminate this Contract, or any part thereof for its sole convenience, at any time without penalty or recourse.

3.2.3 Termination for Violation of Law. In the event Contractor is in violation of any Federal, State, County or Town law, regulation or ordinance, the Town may terminate this Contract immediately upon giving notice to the Contractor.

3.3 Funds Appropriation. If the Town Council does not appropriate funds to continue this Contract and pay for charges hereunder, the Town may terminate this Contract at the end of the current fiscal period. The Town agrees to give written notice pursuant to Section 4.13 of termination to the Contractor at least thirty (30) days prior to the end of its current fiscal period and will pay to the Contractor all approved charges incurred through the end of such period.

3.4 Terms. The term of this Contract shall be from the Effective Date through June 30, 2020. Task Orders may be issued at any time during the term of this Contract. This Contract will remain in full force and effect during the performance of any Task Order. The contract may be renewed upon mutual agreement of the parties.

#### **4.0 GENERAL TERMS**

4.1 Entire Contract. This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

4.2 Arizona Law. This Contract shall be governed and interpreted according to the laws of the State of Arizona, without reference to choice of law or conflicts of laws principles thereof.

4.3 Modifications. Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

4.4 Assignment. Services covered by this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Finance Director and Contract Administrator. The Town acknowledges the sub-consultant(s) listed in Exhibit 1 and consents to the use of that sub-consultant.

4.5 Successors and Assigns. This Contract shall extend to and be binding upon Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which Contractor shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Contractor shall sell its assets.

4.6 Contract Administrator. The Contract Administrator for the Town shall be the Town Manager or designee. The Contract Administrator shall oversee the execution of this Contract,

assist the Contractor in accessing the organization, audit billings, and approve payments. The Contractor shall channel reports and special requests through the Contract Administrator.

#### 4.7 Records and Audit Rights.

4.7.1 Contractor's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the Town to substantiate charges and claims related to this Contract shall be open to inspection and subject to audit and/or reproduction by Town's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the service or work, and any invoices, change orders, payments or claims submitted by the Contractor or any of his payees pursuant to the execution of the Contract. The Town's authorized representative shall be afforded access, at reasonable times and places, to all of the Contractor's records and personnel pursuant to the provisions of this section throughout the term of this Contract and for a period of three years after last or final payment.

4.7.2 Contractor shall require all subcontractors, insurance agents, and material suppliers to comply with the provisions of this section by insertion of the requirements hereof in a written Contract between Contractor and such subcontractors, insurance agents, and material suppliers.

4.7.3 If an audit in accordance with this section, discloses overcharges, of any nature, by the Contractor to the Town in excess of one percent (1%) of the monthly billings, the actual cost of the Town's audit shall be reimbursed to the Town by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time, not to exceed thirty (30) days from presentation of Town's findings to Contractor.

4.8 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

4.9 Ineligible Bidder. The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or Contractor on the solicitation for which they prepared the specification.

#### 4.10 Independent Contractor.

4.10.1 The Services Contractor provides under the terms of this Contract to the Town are that of an Independent Contractor, not an employee, or agent of the Town. The Town will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

4.10.2 Town shall not withhold income tax as a deduction from Contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of

estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

4.11 Conflict of Interest. The Town may cancel any Contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the Town's departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from the Town is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. § 38-511).

4.12 Compliance with Federal and State Laws.

4.12.1 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.

4.12.2 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").

4.12.3 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.

4.12.4 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.

4.12.5 The Town may, at its 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.

4.12.6 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.

4.12.7 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.

4.12.8 The provisions of this Section 4.12 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.

4.13 Notices. All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Contractor: Terracon Consultants Inc.  
Dave Matson  
4685 S. Ash Avenue, Suite H-4  
Tempe, AZ 85282  
(602) 239-4841  
Dave.matson@terracon.com

In the case of Town: Town of Florence  
775 N, Main Street  
PO Box 2670  
Florence, AZ 85132  
Attn: Town Manager

Notices shall be deemed received on date delivered, if delivered by hand, or on the delivery date indicated on receipt if delivered by certified or registered mail.

4.14 Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

4.15 Taxes. Contractor shall be solely responsible for any and all tax obligations which may result out of the Contractor's performance of this Contract. The Town shall have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor.

4.16 Advertising. No advertising or publicity concerning the Town using the Contractor's services shall be undertaken without prior written approval of such advertising or publicity by the Town Contract Administrator. Written approval is required until such time as the project is complete or any adjudication of claims relating to the services provided herein is complete, whichever occurs later.

4.17 Counterparts. This Contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

4.18 Captions. The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.



4.19 Subcontractors. During the performance of the Contract, the Contractor may engage such additional Subcontractors as may be required for the timely completion of this Contract. The addition of any Subcontractors shall be subject to the prior approval of the Town. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor. The Town acknowledges the sub-consultant(s) listed in Exhibit 1 and consents to the use of that sub-consultant.

4.20 Indemnification.

4.20.1 To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall indemnify, defend, hold harmless Town of Florence, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to damages for personal injury or personal property damage, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work or services in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

To the fullest extent permitted by law, Town of Florence, its successors, assigns and guarantors, shall indemnify and hold harmless Contractor, its agents, Representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, loses, expenses, including but not limited to, reasonable attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expenses, related to, arising from or out of, resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused by the Town of Florence relating to work or services in the performance of this Contract.

4.20.2 Insurance provisions set forth in this Contract are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this sections shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.21 Changes in the Work.

4.21.1 The Town may at any time, as the need arises, order changes within the scope of the work without invalidating the Contract. If such changes increase or decrease the amount due under the Contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by written Change Order.

4.21.2 The Town will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to the prior written approval by the Town.

4.21.3 Contract Change Orders are subject to the Rules and Procedures within the Town's Procurement Code.

4.22 Co-op Use of Contract. The Town and Contractor agree that this Contract is entered into by the parties, as a cooperative purchase pursuant to the State of Arizona Master Contract dated August 1, 2018 between the State of Arizona and Terracon Consultants Inc., and Contractor agrees that the master cooperative solicitation/contract documents issued by the State of Arizona for the Services("Master Contract") is in full force and effect and all terms and conditions of the Master Contract are incorporated by reference into this Contract.

4.23 Alternative Dispute Resolution. If a dispute arises between the parties relating to this Contract, the parties agree to use the following procedure prior to either party pursuing other available remedies:

4.23.1 A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

4.23.2 If, within 30 days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually acceptable neutral person not affiliated with either of the parties (the "neutral"), seeking assistance in such regard if they have been unable to agree upon such appointment within 40 days from the initial meeting. The fees of the neutral shall be shared equally by the parties.

4.23.3 In consultation with the neutral, the parties will select or devise an alternative dispute resolution procedure ("ADR") by which they will attempt to resolve the dispute, and a time and place for the ADR to be held, with the neutral making the decision as to the procedure, and/or place and time (but unless circumstances require otherwise, not later than 60 days after selection of the neutral) if the parties have been unable to agree on any of such matters within 20 days after initial consultation with the neutral.

4.23.4. The parties agree to participate in good faith in the ADR to its conclusion as designated by the neutral. If the parties are not successful in resolving the dispute through the ADR, then the parties may agree to submit the matter to binding arbitration or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court.

4.24 Town Provided Information and Services. The Town shall furnish the Contractor available studies, reports and other data pertinent to the Contractor's services; obtain or authorize the Contractor to obtain or provide additional reports and data as required; furnish to the Contractor services of others required for the performance of the Contractor's services hereunder, and the Contractor shall be entitled to use and rely upon all such information and services provided by the Town or others in performing the Contractor's Services under this Agreement.

4.25 Estimates and Projections. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, the Contractor has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Contractor makes

no warranty that the Town's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the Contractor's opinions, analyses, projections, or estimates.

4.26 Access. The Town shall arrange for access to and make all provisions for the Contractor to enter upon public and private property as required for the Contractor to perform Services hereunder.

4.27 Third Parties. The services to be performed by the Contractor are intended solely for the benefit of the Town. No person or entity not a signatory to this Agreement shall be entitled to rely on the Contractor's performance of its services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's Services hereunder.

## **5.0 INSURANCE**

5.1. General. Contractor agrees to comply with all Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to Town of Florence. Failure to maintain insurance as specified may result in termination of this Contract at Town of Florence's option. The Contractor is primarily responsible for the risk management if its work under this Contract, including but not limited to obtaining and maintaining the required insurance and establishing and maintaining a reasonable risk control and safety program. Town reserves the right to amend the requirements herein at any time during the Contract. The Contractor shall require any and all subcontractors to maintain insurance as required herein naming the Town and Contractor as "Additional Insured" on all insurance policies, except Worker's Compensation and Errors and Omissions, and this shall be reflected on the Certificate of Insurance. The Contractor's insurance coverage shall be primary insurance with respect to all available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the Indemnification provision of this Contract. To the extent permitted by law, Contractor waives all rights of subrogation or similar rights against Town, its representatives, agents, and employees. All insurance policies, except Workers' Compensation and Errors and Omissions, required by this Contract, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of performance of this Contract, Town of Florence, its mayor and councilmembers, agents, representatives, offices, directors, officials and employees as Additional Insureds. The Town reserves the right to require complete copies of all insurance policies and endorsements required by this Contract at any time. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of Contract.

5.2 No Representation of Coverage Adequacy. By requiring insurance herein, Town of Florence does not represent that coverage and limits will be adequate to protect Contractor. Town of Florence reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or

deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

5.3 Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Contract is satisfactorily performed, completed and formally accepted by the Town of Florence, unless specified otherwise in this Contract.

5.4 Policy Deductibles and or Self Insured Retentions. The policies set forth in these requirements may provide coverage which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to Town of Florence. Contractor shall be solely responsible for any such deductible or self-insured retention amount. Town of Florence, at its option, may require Contractor to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

5.5 Use of Subcontractors. If any work under this Contract is sub-contracted in any way, Contractor shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Town of Florence and Contractor. Contractor shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

5.6 Evidence of Insurance. Prior to commencing any work or Services under this Contract, Contractor shall furnish Town of Florence with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage and that such coverage and provisions are in full force and effect.

5.7 Required Coverage.

5.7.1 Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent Contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance limited to, separation of insureds clause. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader to coverage scope then underlying.

5.7.2 Worker's Compensation Insurance. Contractor shall maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of work or Services under this Contract and shall also maintain Employers Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$250,000 disease policy limit.

5.7.3 Commercial Auto Coverage. Auto Liability limits of not less than \$1,000,000 each accident, combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto" or "All Owned, Scheduled, Hired and Non-Owned".

**6.0 SEVERABILITY AND AUTHORITY**

6.1 Severability. If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

6.2 Authority. Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the Town of Florence by its Mayor, Tara Walter has hereunto subscribed her name this 3 day of September, 2019.

TOWN OF FLORENCE

By: \_\_\_\_\_  
Tara Walter, Mayor

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

Name: \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
Lisa Garcia, Town Clerk

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


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

Name: \_\_\_\_\_

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

Approved as Form:

\_\_\_\_\_  
Clifford L. Mattice, Florence Town Attorney

	<p style="text-align: center;">Request for Proposals Solicitation No: ADSO18-00007994 Description Professional Services for Arizona State Land Department</p>	<p style="text-align: center;">Arizona Department of Administration <b>State Procurement Office</b> 100 N 15th Ave., Suite 402 Phoenix, AZ 85007</p>
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Part 2: Scope, Pricing and Terms and Conditions

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## SECTION 2-A: Scope of Work

### 1. STATEMENT OF NEED

The State of Arizona (hereinafter referred to as the State), is seeking to establish a comprehensive statewide term contract for Professional Services for the Arizona State Land Department; Any contract resulting from this Request for Proposal shall become a statewide contract for use by all State agencies, counties, municipalities, school districts, and other political subdivisions, herein after referred to as Using Entity.

To ensure statewide coverage, it is the State's intent to award multiple contracts to establish a pool of Vendors. The selection of Vendors from the pool to provide these services for an assignment will be determined by the Using Entity.

The Using Entity makes no guarantee as to the amount of work that will be available to any given Vendor during the term of this contract.

Vendors are requested to bid on any of the workstreams/modules they have capability in performing

#### **WORKSTREAMS**

1. PLANNING
2. ENGINEERING
3. ARCHAEOLOGY
4. ENVIRONMENTAL SITE ASSESSMENT
5. GIS
6. HYDROLOGY
7. LAND SURVEYING



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## **1.0 PLANNING**

1. **INTRODUCTION & BACKGROUND:**

1.1 The purpose of this solicitation is develop a list of qualified firms and/or individuals that are able to provide a range of services related to planning and zoning. These services will be utilized by the Arizona State Land Department, hereafter referred to as the "State Agency" on an as needed, if needed basis. Submitting under this contract does not guarantee work and additional information may be required before a project is assigned.

2. **GENERAL REQUIREMENTS:**

2.1 The Contractor shall have the capacity, requisite experience and expertise necessary to provide consulting services in conjunction with planning and zoning studies, and actions.

2.2 The Contractor shall be able to successfully complete the assigned project (task and subtasks). To that end, the Contractor may elect to utilize the services of one (1) or more pre-approved Subcontractors. In the performance of the services specified in this solicitation, the Contractor shall expressly understand and agree that a contract exists between the Contractor and the State Procurement Office as evidenced by the submission of the Offer and Acceptance portion of its proposal submitted under this solicitation.

2.2.1 The Contractor will interface directly with the State Agency that is responsible for the administration and oversight of this contract. Additionally, the Contractor shall provide representatives of the State Agency access to its records, reports, related information and activities provided under the terms of this contract.

3. **SPECIFIC REQUIREMENTS:**

3.1 Any GIS work performed under this contract shall conform to the Agencies most current GIS standards. A copy of the standards as of the date of this solicitation is attached for information purposes; however, contractors will obtain the most current standards from the State Agency prior to beginning work on a project that requires GIS.

3.2 The performance of Planning and Zoning Studies and actions shall include, but are not limited to, the following subtasks:

- 3.2.1 Draw Conceptual Plans Utilizing Agency GIS Standards as outlined above
- 3.2.2 Draw Development Lotting Plans
- 3.2.3 Draw Specific Site Lotting Plans
- 3.2.4 Prepare and Process Planning and Zoning Applications
- 3.2.5 Prepare and Process General/ Comprehensive Plan Amendments
- 3.2.6 Conduct Special Planning Studies as determined by the State Land Commissioner

3.3 Make Presentations to Urban Land Planning Oversight Committee, State Agency Staff, City Staff and/or Appropriate Jurisdictions, and stakeholders

3.4 Prepare or Review and Critique Traffic, Drainage, Engineering, Landscape Plans, Design Guidelines and Related Studies

3.5 Attend Pre-Application Conferences and Public Hearings  
Conduct and/or attend Stakeholder Meetings

3.6 Within fifteen (15) days after the award contract, submit written notification to the State Agency identifying the name, title, address, e-mail address, telephone and facsimile numbers of the individual, within its organization, who is designated as the Contractor's authorized representative.

3.6.1 The individual named will receive all correspondence, official notices, information related to the Contractor's performance, or that of its designated Subcontractor, and all other pertinent information as it relates to this contract.





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- 3.6.2 The Contractor shall have the right to change or substitute the name of the authorized representative as long as it provides written notification to the state Agency, by e-mail or facsimile, a minimum of five (5) calendar days in advance of the change or substitution.
- 3.6 When a project is assigned, the Contractor shall immediately provide the State Agency confirmation in writing, by e-mail or facsimile, the name of the individual assigned as the project manager with the understanding that the project manager shall be responsible and accountable for the planning, conduct, progress, and successful completion of the specific subtasks to be performed.
- 3.6.1 The Contractor shall understand and agree that the project manager it names is expected to have the ability and authority to make decisions and commitments on behalf of the Contractor.
- 3.7 Prior to the initiation of work, the Contractor may be requested to submit a proposal for a specific project and/or attend a meeting with State Agency representatives to discuss specific project, and subtask objectives, procedures, methods, materials, staffing, deliverables, completion dates, project costs, and other matters that are pertinent to the conduct and successful completion of the defined project and subtasks within the designated time frame.
- 3.8 At the request of the State Agency, the Contractor shall provide a written summary containing information that pertains to all major aspects of the designated project and subtasks. If utilizing the services of a Subcontractor, the Contractor shall specify which subtasks, or portions thereof, the Subcontractor will perform. Additionally, the Contractor shall include a statement certifying that the Contractor, and Subcontractor where utilized, has no interest, vested or otherwise, in the specific property or nearby property upon which the project is based.
- 3.8.1 Once approved by the State Agency, all parties concerned will then have a clear understanding of all service requirements, subtasks to be performed and by whom (key personnel of the Contractor or Subcontractor where appropriate), and the specific time frame within which the assigned project is to be successfully completed.
- 3.9 The Contractor shall submit written progress on a timeline determined by the State Agency project manager, and final reports, signed by the Contractor or the Contractor's designated representative, as required by the State Agency. In some instances, however, the Contractor may be directed to provide an oral progress report.
- 3.9.1 The State Agency shall establish the report format and have final approval of the report content, frequency, and submission deadline. The content of such reports may include, but is not limited to, the following:
- 3.9.1.1 project title and period covered from start to finish
- 3.9.1.2 a description of the work performed (identifying subtasks performed)
- 3.9.1.3 outcomes/findings or accomplishments to date and percent of project completed
- 3.9.1.4 problems encountered, specific steps taken (or recommended) to resolve them, and the short and long term impact these problems have had on the project
- 3.9.1.5 conformance to the approved project schedule
- 3.9.1.6 expenditure to date
- 3.9.1.7 subtasks for the next period
- 3.9.1.8 other recommendations and/or relevant comments
- 3.9.2 Unless otherwise specified by the State Agency, progress reports shall be submitted by the tenth (10<sup>th</sup>) of each month during the life of the project. All work documents (e.g., reports, research notes, charts, graphs, analyses, computer programs, etc.) is considered to be the property of the State and as such shall be submitted to the State Agency as requested.
- 3.10 The Contractor shall, upon the direction of the State Agency, provide a deposition and/or testimony in court or before the State Land Department's Board of Appeals concerning the work performed under this contract.
- 3.10.1 The Contractor shall receive approval from the State Agency before commencement of preparation work for a hearing or court action. The Contractor will be compensated for the



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provision of testimony, preparation work, and/or deposition related to the court of Board appearance.

3.11 Unless otherwise directed by the State Agency, the Contractor shall provide the State Agency with digital copies in a format compatible with the State Agency Software, and an original and ten (2) copies of each report prepared under this contract by the designated due date. Changes to the narrative report format and content, from that listed below, shall require the prior approval of the State Agency.

3.11.1 Conceptual Plan Report content shall include, but is not limited to, the following:

3.11.1.1 Title page that states: 1) location of the property; 2) name of the contractor; and, 3) date of the report.

3.11.1.2 Table of Contents/List of Figures, Charts and Tables

3.11.1.3 Introduction

3.11.1.4 Explanation of Data Gathering and Mapping Procedures

3.11.1.5 Site Suitability/Needs Analysis

Land Use Alternatives number to be determined prior to work and agreed to by the project manager.

3.11.1.6 Explanation of Rationale for The Land Use Alternatives and Associated Maps

3.11.1.7 Explanation of Rationale for Preferred Land Use Alternatives and Associated Map

3.11.1.8 Appendix Containing Data Layer Maps, Socioeconomic Data and Other Maps/Information Deemed Necessary by the Land Department

3.12.1 Development Plan Report content shall include, but is not limited to, the following:

3.12.1.1 Title Page that states: 1) location of property or project name; 2) development plan statement from ARS 37-334; and, 3) State Land Commissioner signature line and approval date line.

3.12.1.2 Letter of Transmittal

3.12.1.3 Secondary Title Page stating name of the Contractor

3.12.1.4 Table of Contents/List of Figures, Charts, and Tables

3.12.1.5 Introduction

3.12.1.6 Site and Area Analysis Summary

3.12.1.7 Market Analysis/Marketability Studies Summaries (if required by the project scope of work)

3.12.1.8 Explanation of Rationale of Alternative Plans and Associated Maps

3.12.1.9 Proposed Development Plan and Rationale for Preferred Alternative

3.12.1.10 Summary

3.12.1.11 Zoning Stipulations and Associated Maps

3.12.1.12 Local Zoning Ordinance Information

3.12.1.13 Phasing Plan

3.12.1.14 Plat per most current State Agency specifications

3.12.1.15 Appendix

3.13.1 Specific site/lotting plans will vary depending on project location, size and local jurisdiction requirements.

3.14.1 General Plan Amendments and Zoning/Rezoning Applications are dependent upon local jurisdiction requirements.

3.15.1 Special studies as determined by the State Land Commissioner.

4. STATE AGENCY RESPONSIBILITIES:

4.1 Define the level of service(s) to be provided then, where necessary, request a scope of work from the Consultant and attend a meeting with the Contractor to discuss the specific details of the project, reach an agreement with the contractor regarding all aspects of the service(s) to be provided, including a time line for the project and dates for deliverables.



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- 4.2 Review and approve, with or without noted changes, detailed written project information provided by the contractor to insure a clear understanding of all aspects of the services to be performed. This will include, but is not limited to, areas such as: key personnel assigned, time frames, prior approval for reimbursable travel related costs, and project costs prior to the commencement of services.
  - 4.2.1 Review and approve credentials of proposed key personnel provided by the contractor or subcontractor, as well as the credentials of temporary or permanent replacements prior to the start date for said personnel on the project.
  - 4.2.2 Work closely with the contractor concerning changes in key personnel regardless of which party is requesting the change in personnel.
  - 4.2.3 Clearly indicate to the contractor which sub-tasks are required for the successful completion of the assigned task(s).
    - 4.2.3.1 If any sub-task, listed in the service requirements is to be eliminated or substituted, insure this is clearly communicated to the contractor in writing.
- 4.3 Establish the report format and approve the final content, frequency, and deadline for progress and/or final reports as described herein.
- 4.4 Assign a specific individual to provide oversight and contract administration for all services provided by the contractor for a specific project (tasks and subtasks).
  - 4.4.1 This individual shall be responsible for insuring that all aspects of the project are conducted in accordance with stated requirements, including time frames and reports, changes required by the State Agency, or the actions that impact the contractor.



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## **2.0 ENGINEERING**

1. INTRODUCTION & BACKGROUND:
  - 1.1 The purpose of this solicitation is to develop a list of qualified firms and/or individuals that are able to provide a range of services related to engineering consulting services. These services will be utilized by the Arizona State Land Department, hereafter referred to as the "State Agency" on an as needed, if needed basis. Submitting under this contract does not guarantee work and additional information may be required before a project is assigned.
  
2. GENERAL REQUIREMENTS:
  - 2.1 The Contractor shall have the capacity, requisite experience and expertise necessary to provide consulting services in conjunction with engineering review and design.
  - 2.2 The Contractor shall have the ability to successfully complete the assigned project (task and subtasks). To that end, the Contractor may elect to utilize the services of one (1) or more pre-approved Subcontractors.
  - 2.3 In the performance of the services specified in this solicitation, the Contractor shall expressly understand and agree that a contract exists between the Contractor and the State Procurement Office as evidenced by the submission of the Offer and Acceptance portion of its proposal submitted under this solicitation.
    - 2.3.1 The Contractor will interface directly with the State Agency that is responsible for the administration and oversight of this contract. Additionally, the Contractor shall provide representatives of the State Agency access to its records, reports, related information and activities provided under the terms of this contract.
  
3. SPECIFIC REQUIREMENTS:
  - 3.1 Any Geographic Information System (GIS) work performed under this contract shall conform to the State Agency's most current GIS standards. A copy of the standards as of the date of this solicitation is attached for information purposes; however, Contractors shall obtain the most current standards from the State Agency prior to beginning work on a project that requires GIS.
  - 3.2 The performance of Engineering Studies and actions shall include, but are not limited to, the following
  - 3.3 The ideal candidate firm will have the internal capacity to carry out the engineering-related tasks listed below, and to conduct 3<sup>rd</sup>-party reviews of the work products listed below and prepared by others. In cases involving specialized knowledge such as Clean Water Act Section 404 permitting, candidate firms may propose to utilize sub consultants with that specialization. This list is subject to revision.
    1. Drainage
      - a. Hydrology & Hydraulics-Develop Existing Conditions drainage exhibit identifying all FEMA floodplains, off-site flows and their conveyance through project site. Aerial and drainage studies and master plans will be reviewed in the project vicinity. Ability to prepare master drainage study, plan based on hydrologic and hydraulic analysis. Analysis conducted utilizing latest software such as HEC HMS, HEC RAS, FLO 2D.
    2. Floodplains: ability to map existing floodplains and ability to delineate new floodplains and prepare CLOMR/LOMR submittals for regulatory agency review and approval.
    3. Transportation Infrastructure
      - a. Prepare a master street plan based on existing roadway network in the vicinity. Also, the ability to design a system of arterial streets to support proposed conceptual site plan.
      - b. Prepare preliminary traffic demands and/or Traffic Impact Study (TIS) that support proposed conceptual site plan.



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4. Water and Wastewater Infrastructure
    - a. Prepare a master water and wastewater plan based on existing lines. Evaluate capacity of existing service lines and treatment plants. Evaluate potential water supply sources and water and wastewater providers. Ability to design water and wastewater distribution system utilizing latest engineering software.
  5. Dry Utility Infrastructure
    - a. Prepare a master dry utility plan based on existing lines. Evaluate capacity of existing dry utilities and service infrastructure. Evaluate potential dry utility providers. Ability to design dry utility distribution system utilizing latest engineering software.
  6. Plans and Mapping: Prepare and deliver site plans, improvement plans and other mapping products to ASLD in hard copy and electronic files in editable industry-standard CAD and/or GIS software, including:
    - a. Topography and contours
    - b. Aerial imagery
  7. Site Planning and Development
    - a. Ability to identify existing conditions, opportunities and constraints to site planning and development
    - b. Design and development of conceptual grading, drainage and lotting plans
    - c. Design and development of conceptual road and utility infrastructure
    - d. Utilize the plans listed above to estimate Development Impact Fees and available Fee Credits
    - e. Preparation of Development Cost Estimates
    - f. Conduct Geotechnical investigations and prepare reports of findings
    - g. Conduct Biological resource investigations and prepare reports of findings
    - h. Disposition phasing
  8. Survey
    - a. Legal Descriptions (text and depictions)
    - b. Title Reports
    - c. ALTA Survey
  9. Clean Water Act Section 404 Permitting
    - a. Preliminary and Approved Jurisdictional Determinations
    - b. Significant Nexus Analysis
    - c. Compensatory Mitigation Analysis
    - d. Mitigation measures and monitoring
- 3.4 Prepare or Review and Critique Traffic, Drainage, Engineering, Landscape Plans, Design Guidelines and Related Studies
- 3.5 Attend Pre-Application Conferences and Public Hearings
- 3.6 Conduct and/or attend Stakeholder Meetings
- 3.7 When a project is assigned, the Contractor shall immediately provide the State Agency confirmation in writing, by e-mail or facsimile, the name of the individual assigned as the project manager with the understanding that the project manager shall be responsible and accountable for the planning, conduct, progress, and successful completion of the specific subtasks to be performed.
- 3.7.1 The Contractor shall understand and agree that the project manager it names is expected to have the ability and authority to make decisions and commitments on behalf of the Contractor.
- 3.8 Prior to the initiation of work, the Contractor may be requested to submit a proposal for a specific project and/or attend a meeting with State Agency representatives to discuss specific project, and subtask objectives, procedures, methods, materials, staffing, deliverables, completion dates, project costs, and other matters that are pertinent to the conduct and successful completion of the defined project and subtasks within the designated time frame.
- 3.9 At the request of the State Agency, the Contractor shall provide a written summary containing information that pertains to all major aspects of the designated project and subtasks. If utilizing the services of a Subcontractor, the Contractor shall specify which subtasks, or portions thereof, the



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- Subcontractor will perform. Additionally, the Contractor shall include a statement certifying that the Contractor, and Subcontractor where utilized, has no interest, vested or otherwise, in the specific property or nearby property upon which the project is based.
- 3.9.1 Once approved by the State Agency, all parties concerned will then have a clear understanding of all service requirements, subtasks to be performed and by whom (key personnel of the Contractor or Subcontractor where appropriate), and the specific time frame within which the assigned project is to be successfully completed.
- 3.10 The Contractor shall submit monthly written progress, and final reports, signed by the Contractor or the Contractor's designated representative, or on a timeline determined by the State Agency project manager. In some instances, however, the Contractor may be directed to provide an oral progress report.
- 3.11 The State Agency shall establish the report format and have final approval of the report content, frequency, and submission deadline. The content of such reports may include, but is not limited to, the following:
- 3.11.1 project title and period covered from start to finish
  - 3.11.2 a description of the work performed (identifying subtasks performed)
  - 3.11.3 outcomes/findings or accomplishments to date and percent of project completed
  - 3.11.4 problems encountered, specific steps taken (or recommended) to resolve them, and the short and long term impact these problems have had on the project
  - 3.11.5 conformance to the approved project schedule
  - 3.11.6 expenditure to date
  - 3.11.7 subtasks for the next period
  - 3.11.8 other recommendations and/or relevant comments
- 3.12 Unless otherwise specified by the State Agency, progress reports shall be submitted by the tenth (10<sup>th</sup>) of each month during the life of the project. All work documents (e.g., reports, research notes, charts, graphs, analyses, computer programs, etc.) is considered to be the property of the State and as such shall be submitted to the State Agency as requested.
- 3.13 The Contractor shall, upon the direction of the State Agency, provide a deposition and/or testimony in court or before the State Land Department's Board of Appeals concerning the work performed under this contract.
- 3.13.1 The Contractor shall receive approval from the State Agency before commencement of preparation work for a hearing or court action. The Contractor will be compensated for the provision of testimony, preparation work, and/or deposition related to the court of Board appearance.
- 3.14 Unless otherwise directed by the State Agency, the Contractor shall provide the State Agency with digital copies in a native file format compatible with the State Agency Software and in conformance with specifications as determined by the project manager. The Contractor shall submit an original hardcopy and a number of copies of each report prepared under this contract as determined by the State Agency project manager, by the designated due date. Changes to the narrative report format and content, from that listed below, shall require the prior approval of the State Agency.
4. STATE AGENCY RESPONSIBILITIES:
- 4.1 Define the level of service(s) to be provided then, where necessary, prepare a call for proposals or request and attend a meeting with the Contractor to discuss the specific details of the project, reach an agreement with the Contractor regarding all aspects of the service(s) to be provided, including a time line for the project and dates for deliverables.
  - 4.2 Review and approve, with or without noted changes, detailed written project information provided by the Contractor to insure a clear understanding of all aspects of the services to be performed. This will include, but is not limited to, areas such as: key personnel assigned, time frames, prior




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approval for reimbursable travel related costs, and project costs prior to the commencement of services.

- 4.2.1 Review and approve credentials of proposed key personnel provided by the Contractor or Subcontractor, as well as the credentials of temporary or permanent replacements prior to the start date for said personnel on the project.
  - 4.2.2 Work closely with the Contractor concerning changes in key personnel regardless of which party is requesting the change in personnel.
  - 4.2.3 Clearly indicate to the Contractor which sub-tasks are required for the successful completion of the assigned task(s).
  - 4.2.4 If any sub-task listed in the service requirements is to be eliminated or substituted, insure this is clearly communicated to the contractor in writing.
- 4.3 Establish the report format and approve the final content, frequency, and deadline for progress and/or final reports as described herein.
- 4.4 Assign a specific individual to provide oversight and contract administration for all services provided by the Contractor for a specific project (tasks and subtasks).
- 4.4.1 This individual shall be responsible for insuring that all aspects of the project are conducted in accordance with stated requirements, including time frames and reports, changes required by the State Agency, or the actions that impact the Contractor.

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### **3.0 ARCHAEOLOGY**

**1. INTRODUCTION & BACKGROUND:**

This is a multi-year Contract for the Environmental Site Assessments. This contract shall be utilized by other state agencies as needed.

**2. DEFINITIONS**

**a. ACCEPTED STANDARD**

Shall mean a method or technology whose performance has withstood professional scrutiny and is currently employed successfully at sites contaminated with hazardous or regulated substances.

**b. ARAR**

Shall mean Applicable or Relevant and Appropriate Requirements. Is used to initiate identification of ARARs that may affect remedy selection.

**c. A.R.S. TITLE 41-861, HISTORIC PRESERVATION ACT**

Applicable Arizona Administrative Code (AAC) rules. The definitions within this document and the Arizona Revised Statutes and appropriate rules shall provide for a first interpretation of all definitions and terms.

**d. BEST MANAGEMENT PRACTICES**

Shall mean a method or combination of methods that is used in the treatment; storage and disposal of a pollutant and that achieves the maximum practical cost effective protection of public health and/or the environment.

**e. CONSULTANT**

Shall mean a highly-specialized individual or firm having significant input and responsibility for certain aspects of a project and possessing unusual or unique capabilities for assuring success of the finished work.

**f. CONTRACT OFFICER REPRESENTATIVE**

Authorized representative of State Procurement Office that is responsible for administering a contract and monitoring the contractor's performance

**g. ENGINEERING EVALUATION & COST ANALYSIS (EE/CA)**

Shall mean the analysis of removal alternatives for an area in accordance with EPA guidance document, "Guidance on Conducting Non-Time-Critical Removal Actions Under Cercla" EPA 540-R- 93-057, August 1993 or as delineated in the Task Order

**h. ENVIRONMENTAL IMPACT AREAS**

Shall mean an area contaminated by a pollutant or by criminal littering, or causing an environmental nuisance, health or safety hazard.

**i. ENVIRONMENTAL SITE ASSESSMENT (ESA)**

Shall mean overall property evaluation process. Due diligence study, investigation, characterization and evaluation of an area, and/or Phase I & II ESA to ASTM standards stamped by an Arizona Professional Engineer or Registered Geologist to meet the Environmental Protection Agency requirements of the Innocent Landowner Defense

**j. FEASIBILITY STUDY**





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Analysis of the practicability of a proposal; e.g., a description and analysis of potential cleanup alternatives for a site. The feasibility study usually recommends selection of a cost-effective alternative. It usually starts as soon as the remedial investigation is underway; together, they are commonly referred to as the RI/FS

k. **KEY PERSONNEL**

Shall mean those persons whose experience and knowledge is professional in nature as opposed to clerical. Professional work is that which is predominantly intellectual, varied in character (as opposed to routine, manual, mechanical or physical), and involves the consistent exercise of discretion and judgment in the theoretical principles and techniques of a recognized field of science or learning

l. **REMEDIAL ACTION (RA)**

The actual construction or implementation phase of a site cleanup that follows remedial design

m. **REMEDIAL DESIGN (RD)**

A phase of remedial action that follows the remedial investigation/feasibility study and includes development of engineering drawings and specification for a site cleanup

n. **REMEDIAL INVESTIGATION (RI)**

An in-depth study designed to gather data needed to determine the nature and extent of contamination at a site; establish site cleanup criteria; identify preliminary alternative for remedial action; and support technical and cost analyses of alternatives. The remedial investigation is usually done with the feasibility study. Together they are usually referred to as the "RI/FS"

o. **REMEDICATION**

Cleanup or other methods used to remove or contain a toxic spill or hazardous materials from a site

3.0 **SCOPE REQUIREMENTS**

3.1 **SCOPE SUMMARY**

Firm must have and maintain a valid Arizona State Museum (ASM) Arizona Antiquities Act (AAA) Blanket Permit to conduct cultural resources survey throughout the term of the contract. Projects may be located throughout Arizona. Projects must be overseen by an ASM-permitted Principal Investigator. Any fieldwork shall be supervised by an ASM-permitted Project Director. Services required may include Class I records searches/literature reviews, Class III pedestrian survey, archaeological site eligibility testing, and data recovery. Reporting of results shall conform to ASM, State Historic Preservation Office (SHPO), and ASLD guidelines. Any identified cultural resources shall be assessed regarding eligibility to the Registers, and recommendations regarding eligibility shall be made. An evaluation of the effect of the proposed project on each of the Register-eligible cultural resources shall be made. A draft report shall be submitted to the ASLD Cultural Resources Manager for review and comment. Final reports and consultation letters, prepared on ASLD letterhead, shall be submitted to the SHPO and applicable Indian tribes for consultation under the State Historic Preservation Act. Upon project completion, project shall be sent to the ASM for close-out per ASM guidelines.

3.2 **DELIVERY/SERVICE AREA**

This will be a Statewide contract

3.3 **DETAILED SCOPE REQUIREMENTS**

3.3.1 **Prior to Conducting Fieldwork:**

- The consultant will ensure that all required permits are in effect and all required notifications are made.



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- The consultant will request a map that defines the Area of Potential Effects (APE)/ project area for the undertaking from the Pima County Office of Sustainability and Conservation's Cultural Resources and Historic Preservation Division (OSC). OSC/ASLD will define the APE for the undertaking.

3.3.2 Need:

- A non-collection Class III surface inventory survey of the project area.
- Documentation of any cultural resources in the project area and recommendations regarding eligibility of each cultural resource to the Arizona and National Register of Historic Places (ARHP/NRHP/Registers).

3.3.3 Scope:

- An archaeological Class III inventory survey of the project area shall be conducted.
- All fieldwork and recording shall be conducted subject to the provisions of the consultant's current permits and shall be to ASLD, Arizona State Museum (ASM), and State Historic Preservation Office (SHPO) current standards.
- The cultural resources report shall conform to current ASLD, ASM and SHPO reporting standards, and shall be adequate for consultation under state law between ASLD and SHPO.
- Any identified cultural resources shall be assessed regarding eligibility to the Registers, and recommendations regarding eligibility shall be made.
- An evaluation of the effect of the proposed project on each of the Register-eligible cultural resources shall be made (if specific undertaking is known).
- The consultant is required to research ASLD-specific requirements for Class III surveys.


3.3.4 Deliverables:

- A draft (complete version) report (1 PDF copy), and a draft (redacted version- redacted of all information pertaining to the location of archaeological properties) report (1 PDF copy), both of which provide the results of the fieldwork and research, shall be submitted to OSC for review.
- A draft final (complete version) report (X bound paper copies) shall be submitted to OSC, with revisions based on comments on the draft, for submittal and review by ASLD.
- A final (complete version) report (X bound paper copies) shall be submitted to OSC, with revisions based on ASLD/SHPO comments on the draft final (complete version) report, if needed.
- A final (redacted version) report (X bound paper copies) shall be submitted to OSC following acceptance of the final (complete version) report by ASLD/SHPO). The title page of this document must state "REDACTED VERSION".
- A CD/DVD containing the following: 1 PDF copy of the final (complete version) report, 1 PDF copy of the final (redacted version) report, all associated project shapefiles (e.g. area surveyed, APE, archaeological sites, isolated occurrences, etc.).
- All deliverables shall contain the following confidentiality statement on the title page of all applicable documents, as well as on all maps which depict the locations of archaeological properties regardless of type or eligibility to the Registers:

STATEMENT OF CONFIDENTIALITY: Disclosure of the locations of historic properties to the public may be in violation of both federal and state laws. Applicable United States laws include, but may not be limited to, Section 304 of the National Historic Preservation Act (16 U.S.C. 470w-3) and the Archaeological Resources Protection Act (16 U.S.C. §470hh). In Arizona, applicable state laws include, but may not be limited to, Arizona Revised Statute Title 39, Section 125.

3.4 STATE AGENCY RESPONSIBILITIES:

- 3.4.1 Define the level of service(s) to be provided then, where necessary, prepare a call for proposals or request and attend a meeting with the Contractor to discuss the specific details of the project,

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- reach an agreement with the Contractor regarding all aspects of the service(s) to be provided, including a time line for the project and dates for deliverables.
- 3.4.2 Review and approve, with or without noted changes, detailed written project information provided by the Contractor to insure a clear understanding of all aspects of the services to be performed. This will include, but is not limited to, areas such as: key personnel assigned, time frames, prior approval for reimbursable travel related costs, and project costs prior to the commencement of services.
- 3.5 Review and approve credentials of proposed key personnel provided by the Contractor or Subcontractor, as well as the credentials of temporary or permanent replacements

Unless otherwise directed by the State Agency, the Contractor shall provide the State Agency with digital copies in a native file format compatible with the State Agency Software and in conformance with specifications as determined by the project manager. The Contractor may submit an original hardcopy and a number of copies of each report prepared under this contract as determined by the State Agency project manager, by the designated due date. Changes to the narrative report format and content, from that listed below, shall require the prior approval of the State Agency



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## **4.0 ENVIRONMENTAL SITE ASSESSMENT**

### **1. INTRODUCTION & BACKGROUND:**

This is a multi-year Contract for the Environmental Site Assessments. This contract shall be utilized by other state agencies as needed.

### **2. DEFINITIONS**

#### **a. ACCEPTED STANDARD**

Shall mean a method or technology whose performance has withstood professional scrutiny and is currently employed successfully at sites contaminated with hazardous or regulated substances.

#### **b. ARAR**

Shall mean Applicable or Relevant and Appropriate Requirements. Is used to initiate identification of ARARs that may affect remedy selection.

#### **c. A.R.S. TITLE 49, THE ENVIRONMENT & A.R.S. TITLE 45, WATERS**

Applicable Arizona Administrative Code (AAC) rules, and the U.S. Environmental Protection Agency, Terms of Environment, lists definitions and terms associated with this contract. The definitions within this document and the Arizona Revised Statutes and appropriate rules shall provide for a first interpretation of all definitions and terms.

#### **d. BEST MANAGEMENT PRACTICES**

Shall mean a method or combination of methods that is used in the treatment; storage and disposal of a pollutant and that achieves the maximum practical cost effective protection of public health and/or the environment.

#### **e. CONSULTANT**

Shall mean a highly-specialized individual or firm having significant input and responsibility for certain aspects of a project and possessing unusual or unique capabilities for assuring success of the finished work.

#### **f. CONTRACT OFFICER REPRESENTATIVE**

Authorized representative of State Procurement Office that is responsible for administering a contract and monitoring the contractor's performance

#### **g. ENGINEERING EVALUATION & COST ANALYSIS (EE/CA)**

Shall mean the analysis of removal alternatives for an area in accordance with EPA guidance document, "Guidance on Conducting Non-Time-Critical Removal Actions Under Cercla" EPA 540-R- 93-057, August 1993 or as delineated in the Task Order

#### **h. ENVIRONMENTAL IMPACT AREAS**

Shall mean an area contaminated by a pollutant or by criminal littering, or causing an environmental nuisance, health or safety hazard.

#### **i. ENVIRONMENTAL SITE ASSESSMENT (ESA)**

Shall mean overall property evaluation process. Due diligence study, investigation, characterization and evaluation of an area, and/or Phase I & II ESA to ASTM standards stamped by an Arizona Professional



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Engineer or Registered Geologist to meet the Environmental Protection Agency requirements of the Innocent Landowner Defense

**j. FEASIBILITY STUDY**

Analysis of the practicability of a proposal; e.g., a description and analysis of potential cleanup alternatives for a site. The feasibility study usually recommends selection of a cost-effective alternative. It usually starts as soon as the remedial investigation is underway; together, they are commonly referred to as the RI/FS

**k. KEY PERSONNEL**

Shall mean those persons whose experience and knowledge is professional in nature as opposed to clerical. Professional work is that which is predominantly intellectual, varied in character (as opposed to routine, manual, mechanical or physical), and involves the consistent exercise of discretion and judgment in the theoretical principles and techniques of a recognized field of science or learning

**l. REMEDIAL ACTION (RA)**

The actual construction or implementation phase of a site cleanup that follows remedial design

**m. REMEDIAL DESIGN (RD)**

A phase of remedial action that follows the remedial investigation/feasibility study and includes development of engineering drawings and specification for a site cleanup

**n. REMEDIAL INVESTIGATION (RI)**

An in-depth study designed to gather data needed to determine the nature and extent of contamination at a site; establish site cleanup criteria; identify preliminary alternative for remedial action; and support technical and cost analyses of alternatives. The remedial investigation is usually done with the feasibility study. Together they are usually referred to as the "RI/FS"

**o. REMEDIATION**

Cleanup or other methods used to remove or contain a toxic spill or hazardous materials from a site

**3.0 SCOPE REQUIREMENTS**

**3.1 SCOPE SUMMARY**

Contract services include performance of site management and site assessment. Services may include Phase I and II Environmental Site Assessments (ESAs) in accordance with current American Society of Testing Materials (ASTM) standards and

U. S. Environmental Protection Agency (EPA) standards and/or guidelines. Some of the applicable ASTM standards are: E1527-13, E2247-08 and E1903-11. The objective is to provide Using Agencies assistance as specified in any Task Orders issued under this contract, in the identification and recommendations of corrective actions necessary to mitigate or eliminate the health and environmental dangers posed by various pollutants.

**3.2 DELIVERY/SERVICE AREA**

This is a Statewide Contract

**3.3 DETAILED SCOPE REQUIREMENTS**

3.3.1 Work Plan Preparation – **may include** the following documents:

1. Quality Assurance Project Plans (QAPP) or Sampling and Analysis Plans (SAP): This includes preparation of a QAPP or a SAP. A QAPP or a SAP is site specific and should be prepared in accordance with the Task Order, if applicable. The QAPP or a SAP may also include development of data quality objectives



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2. Health and Safety Plan (HASP). Field Sampling Plan (FSP) and Work plan: Prepare a site specific HASP and FSP. Both documents may be included as part of the Work plan
- 3.3.2 Work Plan – may include the following items:
  1. Locations of samples collected by all Contractors or Using Agency, which did investigations at the site
  2. A map or maps using all available data may include the following:
    - Concentrations of contaminants in soil;
    - Groundwater contaminant map with flow directions; and
    - Contour groundwater quality data if necessary;
  3. Soil sample summary table (showing laboratory analyses and sample depth);
  4. Groundwater data summary table (showing groundwater elevation and laboratory analyses);
  5. A historical evaluation of the property describing past site uses, if possible. The purpose of this task is to help gain a better understanding of the site to assist the Contractor in choosing sampling methods and locations.
  6. Remediation system design, installation, operation and maintenance
  7. Schedule of proposed work with times shown by units and not actual date.
- 3.3.3 Access: The Using Agency will be responsible for negotiating property access with the property owners. However, the Contractor may be requested to assist the Using Agency by providing back-up documentation, such as warranty deeds and any other information, which may be considered vital to obtaining access. The Contractor may be responsible for preparation of any required permits
- 3.3.4 Phase I Environmental Site Assessments: This activity includes conducting a Phase I ESA in accordance with ASTM current standards E 1527-13 and E2247-08, as applicable or as stated in the Task Order. Phase I ESA are intended to determine the existence of recognized environmental conditions hazards, identify environmental liabilities and/or provide a preliminary screening to facilitate the assignment of site priorities. The major activities include visual inspection of the site and surrounding areas, document reviews, database reviews, aerial photographic interpretation, Geological background study and/or recommendations and conclusions
- 3.3.5 Phase II Environmental Site Assessments: This activity includes conducting a Phase II ESA in accordance with ASTM standards, as applicable or as stated in the Task Order. A Phase II ESA is a site investigation/characterization that may to determine the nature and extent of contamination in any and all affected environmental media at the site. The major activities include characterization and description of soils, groundwater, surface water, air or other affected environmental media with respect to location, nature, extent of migration of contamination sources and their proximity to potentially impacted receptors; characterization of the hydro-geologic setting to determine most likely contaminant migration pathways and physical features that could affect potential remedial actions; and the gathering of data and information to the extent necessary and sufficient to help quantify risk to public health and all aspects of the environment
- 3.3.6 Contractor Support: This task includes providing support services to the Using Agency to plan, monitor and control all work issued under a Task Order. The Contractor shall be responsible for making sure that all work is completed in a timely, cost-effective and competent manner. This task includes the following types of support: Administrative; Technical and Professional.
- 3.3.7 Subcontractor Management Cost: Equipment rentals, commodities purchased, etc. which are directly required for the completion of the Task Order, and are approved by the Using Agency's



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Procurement Office or designee, shall be compensated at the actual cost of the services, rental fees, commodities purchased, etc. with no mark-up.


Administrative expenses for providing items such as insurance, bonds, equipment rentals, travel, per diem and incidental supplies (e.g. offices supplies, hardware supplies, petty cash, etc.), etc. shall be considered an administrative expense and shall not be used in computing the Subcontractor Management Cost

Subcontracted Services are defined as follows: e.g. well drillers, laboratory services, IDW containerization and transportation, utility locators, archaeologists, consultant services (i.e. community involvement, groundwater modeling risk assessors, etc.), and similar trade professions with the Using Agency's advance approval.

- 3.3.8 Project Documents: The Contractor shall devise, implement and maintain at the Contractor's place of business or project site, on a current basis, a structured document control system which includes and tracks records of all necessary contracts, shop drawings, samples, purchases, materials, equipment, operation and maintenance manuals and instructions, reports and any other documents and revisions thereto which arise out of the Task Order. These documents shall be readily available to the Using Agency any time during the performance of the Task Order.
- 3.3.9 Access Agreements and/or Consent Decrees: The Contractor shall comply with all requirements established in Access Agreements and/or Consent Decrees entered into between the Using Agency and current/former property owners/operators regarding the site. The Using Agency's Project Manager shall provide any relevant information to the Contractor. Additionally, the Contractor's Commercial General Liability Insurance shall be in conformance with the basic Contract provisions (Name of Landowner as provided by the Using Agency's Project Manager) and shall be named as additional insured, as their interests may appear for coverage on an occurrence basis for completed operations liability with an unlimited extended reporting period provision. The insurance certificate provided shall include the Using Agency's Project Manager Name and Task Order number for identification.

**4. STATE AGENCY RESPONSIBILITIES:**

- 4.1 Define the level of service(s) to be provided then, where necessary, prepare a call for proposals or request and attend a meeting with the Contractor to discuss the specific details of the project, reach an agreement with the Contractor regarding all aspects of the service(s) to be provided, including a time line for the project and dates for deliverables.
- 4.2 Review and approve, with or without noted changes, detailed written project information provided by the Contractor to insure a clear understanding of all aspects of the services to be performed. This will include, but is not limited to, areas such as: key personnel assigned, time frames, prior approval for reimbursable travel related costs, and project costs prior to the commencement of services.
5. Review and approve credentials of proposed key personnel provided by the Contractor or Subcontractor, as well as the credentials of temporary or permanent replacements
- 5.1 Unless otherwise directed by the State Agency, the Contractor shall provide the State Agency with digital copies in a native file format compatible with the State Agency Software and in conformance with specifications as determined by the project manager. The Contractor may submit an original hardcopy and a number of copies of each report prepared under this contract as determined by the State Agency project manager, by the designated due date. Changes to the narrative report format and content, from that listed below, shall require the prior approval of the State Agency.

	<b>Request for Proposals</b> <b>Solicitation No: ADSO18-00007994</b> <b>Description</b> <b>Professional Services for Arizona State Land Department</b>	Arizona Department of Administration <b>State Procurement</b> <b>Office</b> 100 N 15th Ave., Suite 402 Phoenix, AZ 85007
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## **5.0 GIS**

### **Introduction and Background**

Solicit qualified organizations or individuals that can provide a range of services related to Geographic Information Systems (GIS).

### **General Requirements**

1. Selected contractor shall have the capacity, experience and expertise necessary to provide services with regard to GIS data, analysis and development.
2. In the performance of the services specified in this solicitation, the Contractor shall understand and agree that a contract exists between the Contractor and the Arizona State Procurement Office as evidenced by the submission of the Offer and Acceptance portion of its proposal submitted under this solicitation.
  - 2.1. The Contractor will interface directly with the State Agency that is responsible for the administration and oversight of this contract. Additionally, the Contractor shall provide representative of the State Agency access to its records, reports, data, code and other information related to the activities performed under the terms of this contract.

### **Specific Requirements**


1. Digitization of data originating in many formats Legal, Paper Maps
2. Analysis of data, be able to analyze and manipulate data in a wide variety of ways to show, patterns, trends and other relationships.
3. Data Management: Understanding on how to manage data with a spatial component.
  - 3.1. Clear understanding of a projections, datums, and transformations enabling them to be able to move data freely and accurately between them.
  - 3.2. Conversion of data between a wide variety of formats (KMZ, Shapefile, Geodatabase, RDBMS, CSV, JSON etc.)
4. Understand coordinate systems, datums, projections and transformations.
5. Geoprocessing
  - 5.1. Should have an extensive understanding of various geoprocessing tasks (Cutting, buffering, masking, nearest neighbor analysis, etc.)
  - 5.2. Should be able to use multiple geoprocessing tools to create repeatable workflows/analysis that can be verified by the offeror.
6. Image processing (wide variety of formats from legacy milars to TIFF's)
7. Production of high quality, large size, paper map products.
8. Development
  - 8.1. Customization of enterprise software through developed plugins.
  - 8.2. Ground up development of GIS solutions for both desktop and mobile environments.
  - 8.3. Proof of concept and documentation for custom solutions.
9. Server SQL support
10. Training of users

These requirements are laid out to give a general of idea of the kind of GIS work that can take place under this RFP. Detailed requirements, including specific products, data or analysis, are to be laid out in a scope of work.

### **Technical Definitions**

1. GIS – Geographic Information Systems – Is a system designed to capture, store, manipulate, analysis or present spatially aware data.
2. Georeferencing - Aligning geographic data, often imagery or scanned maps, to a known coordinate system so that it can be viewed, queried, analyzed with other GIS data.




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3. Geoprocessing - An operation to process and manipulate geographic data, often for analysis or conversion.
4. GIS Modeling: Geoprocessing tools can be chained together to create repeatable workflows to process and analyze data.

**State Agency Responsibilities**

1. Define services and products to be provided then, where necessary, prepare a call for proposals or request and attend a meeting with the Contractor to discuss the specific details. Then, reach an agreement with the contractor regarding all aspects of the services and products to be provided, including a time line for the project with dates and deliverables.
2. Review and approve, with or without noted changes, a detailed written project plan provided by the contractor to insure a clear understanding of all aspects of the project. This will include, but is not limited to, areas such as: key personnel assigned, time frames, deliverables, agency commitments, training plans, and expected costs.
  - 2.1. Review and approve credentials of proposed key personnel provided by the contractor or subcontractor, as well as the credentials of temporary or permanent replacements prior to the start date for said personnel on the project.
  - 2.2. Work closely with the contractor concerning changes in key personnel regardless of which party is requesting the change in personnel.
  - 2.3. Clearly indicate to the contractor which sub-tasks are required for the successful completion of the assigned task(s).
  - 2.4. If any sub-task, listed in the service requirements is to be eliminated or substituted, insure this is clearly communicated to the contractor in writing.
3. Establish a project plan and approve the final content, frequency, and deadline for progress and/or final reports as described herein.
4. Assign individuals to provide project oversight and contract administration for all services provided by the Contractor for a specific project (tasks and subtasks).
5. These individuals shall be responsible for insuring that all aspects of the project are conducted in accordance with stated requirements, including time frames and reports, changes required by the State Agency, or actions that impact the contractor.

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## **6.0 HYDROLOGY**

### **1.0 INTRODUCTION & BACKGROUND:**

This is a multi-year Contract for well and groundwater management and evaluation services. This contract shall be utilized by other state agencies as needed.

### **2.0 DEFINITIONS**

- 2.1 **ADWR**  
 Arizona Department of Water Resources. The Department administers and enforces Arizona's groundwater code and surface water rights laws (except those related to water quality).
- 2.2 **A.R.S. TITLE 45, WATERS**  
 Applicable Arizona Administrative Code (AAC) rules, lists definitions and terms associated with this contract. The definitions within this document and the Arizona Revised Statutes and appropriate rules shall provide for a first interpretation of all definitions and terms.
- 2.2 **CONSULTANT**  
 Shall mean a highly-specialized individual or firm having significant input and responsibility for certain aspects of a project and possessing unusual or unique capabilities for assuring success of the finished work.
- 2.3 **CONTRACT OFFICER REPRESENTATIVE**  
 Authorized representative of State Procurement Office that is responsible for administering a contract and monitoring the contractor's performance
- 2.4 **GROUNDWATER MODELS**  
 Groundwater models are computer models of groundwater flow systems, and are used by hydrogeologists. Groundwater models are used to simulate and predict aquifer conditions.
- 2.5 **KEY PERSONNEL**  
 Shall mean those persons whose experience and knowledge is professional in nature as opposed to clerical. Professional work is that which is predominantly intellectual, varied in character (as opposed to routine, manual, mechanical or physical), and involves the consistent exercise of discretion and judgment in the theoretical principles and techniques of a recognized field of science or learning
- 2.6 **MODFLOW**  
 MODFLOW is a modular finite-difference computerized flow model, developed by the U.S. Geological Survey. The program is used to simulate the flow of groundwater through an aquifer.
- 2.7 **WELL IMPACT ANALYSIS**  
 A well Impact Analysis is conducted pursuant to A.A.C. R12-15-1302-1307 and is required for new Non-Exempt wells (excluding replacement wells), proposed for installation in Active Management Areas (AMA's) in the state, demonstrating that the proposed well(s) will not cause undue hardship on surrounding land or other water users, and must be submitted prior to ADWR approval of the Notice of Intent (NOI) to Drill application.
- 2.8 **WELL ABANDONMENT**



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Well abandonment is conducted pursuant to A.A.C R12-15-816, in conformance with the requirements of ADWR's "Well Abandonment Handbook" (September 2008). Prior to undertaking abandonment ADWR Form 55-38 "Notice of Intent to Abandon a Well" shall be submitted for ADWR review and approval. Following completion of abandonment activities ADWR Form 55-58 "Well Abandonment Completion Report" shall be filed with ADWR.

**3. SCOPE REQUIREMENTS**

**a. SCOPE SUMMARY**

Well and groundwater management and evaluation related activities. Services may include water level measurements, groundwater sampling, video logging, well abandonment, impact analysis, aquifer testing, groundwater modelling, and valuation of water and water rights consulting.

**b. DELIVERY/SERVICE AREA**

This will be a Statewide contract

**c. DETAILED SCOPE REQUIREMENTS**

**3.3.1 Conduct Well Evaluations; which may include, any, or all, of the following activities:**

- Water level measurements - in wells which in some cases may be equipped with pumps, or alternatively be capped and in some situations, may require the use of a cutting torch to access the well.
- Water Sampling – in wells which may be equipped with operational pumps, or in wells where the pump is not operational and must be removed, prior to the installation of a sampling pump, or
- Well Video logging – which may require removal of a well cap, or in situations where the well is equipped, the pump must be removed prior to conducting video logging.

**3.3.2 Conduct Well Abandonment; which may involve some, or all, of the following tasks in accordance with obtaining an ADWR approved "Notice of Intent to Abandon a Well" and issuance of a "Well Abandonment Card"**

- In the event the well is equipped with a pump, it shall be removed from the well prior to abandonment.
- The Consultant shall collect all information necessary to develop the appropriate abandonment methodology and submit a "Notice of Intent to Abandon a Well" ADWR (Form 55-38) to ADWR for review and approval.
- Upon approval of the Notice of Intent and issuance of a Well Abandonment Card, the Consultant shall abandon the subject well in accordance with the approved methodology.
- Following completion of abandonment activities, the Consultant shall submit a "Well Abandonment Completion Report" to ADWR.

**3.3.3 Conduct Well Impact Analysis; comprised of preparing a hydrological study including any, or all the following:**

- 3.3.3.1** • Prepare an inventory of existing wells and well information in the vicinity of the proposed new well(s).
- 3.3.3.2** • Evaluate the geologic and hydrogeologic conditions to determine the relevant aquifer parameters and recharge/discharge boundaries.
- 3.3.3.3** • Using a methodology acceptable to ADWR estimate the drawdown associated with the proposed well(s) and delineate the area surrounding the proposed well(s) where the impact would exceed 10-feet of additional drawdown after the first 5-years of operation of the proposed well(s).



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- 3.3.3.4 ● In the event the proposed well(s) are located in an area of known land subsidence, a geophysical evaluation of the impact of the proposed well(s) on future land subsidence may also be required.
- 3.3.3.5 ● The “hydrologic study” shall then be submitted to ADWR for review and approval.

3.34 Conduct Aquifer Testing: Aquifer testing is conducted to determine the aquifer parameters in a groundwater basin or portion of a basin or sub-basin. This testing may consist of the following:

- Based on the specific project requirements, the Consultant may be provided information on the well(s) to be utilized in the aquifer test, or alternatively, may be tasked with conducting a preliminary groundwater evaluation to identify the recommended well(s) to be incorporated into the aquifer test program.
- The Consultant shall be responsible for providing and installing/removing all equipment for instrumentation of pumping and observation wells. This equipment may include, transducers, data loggers, and water level sounders.
- The Consultant shall provide or subcontract the test pump(s) and associated equipment needed to conduct the aquifer test. All Sub-Contractors shall be approved by ASLD.
- The Consultant shall provide all personnel necessary to conduct the aquifer test. The length of the test shall be determined by ASLD, and may be from 24-hours to two-weeks, and may involve multiple pumping and observation wells, depending upon the specific test configuration and objectives. The number of wells involved in the test will be determined prior to the test, however, the test length may be open-ended and based on an hourly rate.
- At the completion of the test the Consultant/Subcontractor shall remove all pumping and measurement equipment from the wells, and restore the wells to their original condition.
- Following the test, the Consultant shall download/compile all test data, and evaluate using accepted computerized aquifer test analytical software (e.g. AQTESOLV, AquiferWin32, etc.).
- The consultant shall then prepare a summary report, describing the aquifer test program and results

3.35 Develop/Update Groundwater Models. The model shall consist of a numeric model (i.e. MODFLOW), and may be required to be developed, in areas where no model currently exists, or updated in the event a model already exists. Under some circumstances, the model and accompanying report may be submitted to ADWR for review.

3.36 Prepare analysis regarding the value of water on State Trust land, and surface and groundwater rights held by the Land Department. The Consultant shall have the capability to ascertain the current and estimated future value of any, but not limited to the following:

- The value groundwater pumped from State Trust land in various areas of the state.
- Assist in assembling a marketable portfolio and determining the value for the lease/sale of water rights currently held by ASLD, including IGFR’s, Type 1 and Type 2 water rights and long term storage credits.
- Provide current and estimated future valuations for groundwater from State Trust land eligible for inter-basin transport under A.R.S. Title 45 Article 8.1 (551-559).

3.37 Consultant Support: This task includes providing support services to the Using Agency to plan, monitor and control all work issued under a Task Order. The Consultant shall be responsible for making sure that all work is completed in a timely, cost-effective and competent manner. This task includes the following types of support: Administrative; Technical and Professional.

3.38 Subcontractor Management Cost: Equipment rentals, commodities purchased, etc. which are directly



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required for the completion of the Task Order, and are approved by the Using Agency's Procurement Office or designee, shall be compensated at the actual cost of the services, rental fees, commodities purchased, etc. with no mark-up.


Administrative expenses for providing items such as insurance, bonds, equipment rentals, travel, per diem and incidental supplies (e.g. offices supplies, hardware supplies, petty cash, etc.), etc. shall be considered an administrative expense and shall not be used in computing the Subcontractor Management Cost.

Subcontracted Services are defined as follows: e.g. well drillers, pump, well logging and well abandonment contractor's, laboratory services, utility locators, archaeologists, and similar trade professions with the Using Agency's advance approval.

- 3.39 Project Documents: The Consultant shall devise, implement and maintain at the Consultant's place of business or project site, on a current basis, a structured document control system which includes and tracks records of all necessary contracts, shop drawings, samples, purchases, materials, equipment, operation and maintenance manuals and instructions, reports and any other documents and revisions thereto which arise out of the Task Order. These documents shall be readily available to the Using Agency any time during the performance of the Task Order.
- 3.40 Access Agreements: The Consultant shall comply with all requirements established in Access Agreements entered into between the Using Agency and lessees and adjacent property owners/operators regarding the site. The Using Agency's Project Manager shall provide any relevant information to the Consultant.

**4 STATE AGENCY RESPONSIBILITIES:**

- 4.1 Define the level of service(s) to be provided then, where necessary, prepare a call for proposals or request and attend a meeting with the Consultant to discuss the specific details of the project, reach an agreement with the Consultant regarding all aspects of the service(s) to be provided, including a time line for the project and dates for deliverables.
- 4.2 Review and approve, with or without noted changes, detailed written project information provided by the Consultant to insure a clear understanding of all aspects of the services to be performed. This will include, but is not limited to, areas such as: key personnel assigned, time frames, prior
- 4.3 approval for reimbursable travel related costs, and project costs prior to the commencement of services.
4. Review and approve credentials of proposed key personnel provided by the Consultant or Subcontractor, as well as the credentials of temporary or permanent replacements
- i. Unless otherwise directed by the State Agency, the Consultant shall provide the State Agency with digital copies in a native file format compatible with the State Agency Software and in conformance with specifications as determined by the project manager. The Consultant may submit an original hardcopy and a number of copies of each report prepared under this contract as determined by the State Agency project manager, by the designated due date. Changes to the narrative report format and content, from that listed below, shall require the prior approval of the State Agency.

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## **7.0 LAND SURVEYING**

1. INTRODUCTION & BACKGROUND:
  - 1.1 The purpose of this solicitation is to develop a list of qualified firms and/or individuals that can provide ALTA Land Surveying Services. These services will be utilized by the Arizona State Land Department, hereafter referred to as the "State Agency" on an as needed, if needed basis. Submitting under this contract does not guarantee work and additional information may be required before a project is assigned.
  
2. GENERAL REQUIREMENTS:
  - 2.1 The Contractor shall have the capacity, requisite experience and expertise necessary to provide ALTA Surveying Services on Arizona State Trust properties.
  - 2.2 The Contractor shall have the ability to successfully complete the assigned project. To that end, the Contractor will be required to utilize the services of a professional title company to obtain a most recent title commitment for a subject property.
  - 2.3 In the performance of the services specified in this solicitation, the Contractor shall expressly understand and agree that a contract exists between the Contractor and the State Procurement Office as evidenced by the submission of the Offer and Acceptance portion of its proposal submitted under this solicitation.
    - 2.3.1 The Contractor will interface directly with the State Agency that is responsible for the administration and oversight of this contract. Additionally, the Contractor shall provide representatives of the State Agency access to its records, reports, related information and activities provided under the terms of this contract.
  
3. SPECIFIC REQUIREMENTS:
  - 3.1 Work performed under this contract shall conform to the MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS (Effective February 23, 2016), however, Contractors shall obtain the most current standards in affect.
  - 3.2 The ALTA survey will be prepared in accordance with a current title report and Schedule "B" documents and Items 1, 3, 4, 8, and 11 of the "Optional Survey Responsibilities and Specifications" from Table A of the Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys as adopted in 2016. Additional Items may be added by the State Agency.
  - 3.3 The 2016 standard certification required on ALTA/NSPS Land Title Surveys shall be used for the survey and the certification shall be addressed to Arizona State Land Department and the title company utilized by the Contractor.
  
4. STATE AGENCY RESPONSIBILITIES:
  - 4.1 Reach an agreement with the Contractor regarding all aspects of the ALTA service(s) to be provided, including those items listed on Table A of the Optimal Survey Responsibilities and Specifications the State Agency wish to include and time line for the project and dates for deliverables.
  - 4.2 Review and approve, with or without noted changes, detailed written project information provided by the Contractor to insure a clear understanding of all aspects of the services to be performed. This will include, but is not limited to, areas such as: key personnel assigned, time frames, prior approval for reimbursable travel related costs, and project costs prior to the commencement of services.

### **EXHIBITS TO THE SCOPE DOCUMENT**

**No Exhibits apply to the Scope of Work.**

**End of Section 2-A**



## TOWN OF FLORENCE COUNCIL ACTION FORM

### AGENDA ITEM 7h.

**MEETING DATE:** September 3, 2019

**DEPARTMENT:** Public Works, Water & Wastewater Division

**STAFF PRESENTER:** Christopher Salas  
Public Works Director  
Town Engineer

**SUBJECT:** HD Supply Facilities Maintenance LTD., dba  
USABlueBook Contract

- Action**
- Information Only**
- Public Hearing**
- Resolution**
- Ordinance**
  - Regulatory**
  - 1<sup>st</sup> Reading**
  - 2<sup>nd</sup> 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 HD Supply Facilities Maintenance LTD dba USABlueBook, to provide Schedule 56 Buildings and Building Materials/Industrial Service and Supplies, in an amount not to exceed \$80,000.

#### **BACKGROUND/DISCUSSION:**

HD Supply Facilities Maintenance LTD., dba USABlueBook, through the Federal GSA Cooperative Contract #GS-07F-0155M, provides Schedule 56 Buildings and Building Materials/Industrial Service and Supplies.

GSA Contract #GS-07F-0155M is on file in the Clerk's Office.

#### **A VOTE OF NO WOULD MEAN:**

A vote of no would delay in purchasing operating supplies for the water and wastewater divisions.

#### **A VOTE OF YES WOULD MEAN:**

A vote of yes would mean quicker purchasing of operating supplies for the water and wastewater divisions.

**FINANCIAL IMPACT:**

The cost to provide parts will not exceed \$80,000.

**ATTACHMENTS:**

- Approved Bid Tab
- Town of Florence Cooperative Cover Contract





# Town of Florence Bid Tabulation Sheet

General Ledger Account Number:	051-574-302	051-574-311	052-575-302	052-576-302	052-576-335	052-576-335	052-576-506	052-576-506
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<b>Email Confirmation (\$5,000 or less)</b>		Date Prepared:	7/25/2019
Written / Fax / Email (Mandatory over \$5,000 bids attached)		Prepared By:	SUSAN JONAS
Sealed Bid Title:	Formal Sealed Bid : <input type="checkbox"/>	Written Bid: <input type="checkbox"/>	Open Date:
GSA FEDERAL CONTRACT #GS-07F-0155M EXPIRES 1/31/2022			Close Date:

Item(s) (Include quality, Brand, Model & Color):  
**BLANKET PO - HS SUPPLIES SERVICES DBA AS USA BLUEBOOK - OPERATING SUPPLIES, SMALL TOOLS, EQUIPMENT, NEW AND REPAIR/MAINTENANCE FOR WATER AND WASTEWATER**

VENDOR NAME		CONTACT INFO:		Payment Terms (Discount)	Availability	Who Pays Shipping?	Unit Price	Extended Price	Comments
1	Name:	USA BLUEBOOK (938) aka HD SUPPLY	Contact:	MIKE ADAMS				\$ 80,000.00	BLANKET PO \$ 5,000 - 051-574-302 \$10,000 - 051-574-311 \$30,000 - 052-576-302 \$10,000 - 052-576-302 \$10,000 - 052-576-335 \$ 2,500 - 052-576-335 \$10,000 - 052-576-506 \$2,500 - 052-576-506
	Address:	P.O. BOX 9004	Phone:	802-425-1585			Tax:		
		GURNEE, IL 60031-9004	Fax:				Freight:		
	Quote #:	GSA FEDERAL CONTRACT # GS-07F-0155M	Email:	madams@usabluebook.com	REQ #:	55086	PO #:		
	Received:		Date Notified of Decision:						
2	Name:		Contact:					\$ -	
	Address:		Phone:				Tax:		
			Fax:				Freight:		
	Quote #:		Email:		REQ #:		PO #:		
	Received:		Date Notified of Decision:						
3	Name:		Contact:					\$ -	
	Address:		Phone:				Tax:		
			Fax:				Freight:		
	Quote #:		Email:		REQ #:		PO #:		
	Received:		Date Notified of Decision:						

Attach additional page(s), if necessary.

**Vendor Selected:**  
**USA BLUEBOOK, aka HD SUPPLY**

**Justification (if not lowest bid):**  
**BLANKET PO - HD SUPPLIES SERVICES DBA AS USA BLUEBOOK - OPERATING SUPPLIES, SMALL TOOLS, EQUIPMENT, NEW AND REPAIR/MAINTENANCE FOR WATER AND WASTEWATER WILL GO TO COUNCIL 8/19/2019**

Department Head Approval:		Date:	7/25/19
Finance Director Approval:		Date:	7/29/19
Town Manager Approval:		Date:	7/29/19

Exhibits Attached:	GSA FEDERAL CONTRACT # GS-07F-0155M EXPIRES 1/31/2022

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, ARIZONA**  
**CONTRACT FOR COOPERATIVE USE OF THE GSA FEDERAL CONTRACT # GS-07F-0155M,**  
**SCHEDULE 56 BUILDING AND BUILDING MATERIALS / INDUSTRIAL SERVICES AND**  
**SUPPLIES, EXPIRES 1/31/2022**

THIS CONTRACT (the "Contract") is made and entered into effective as of the 3rd day of September, 2019 ("Effective Date"), by and between the Town of Florence, Arizona (the "Town"), and HD Supply Facilities Maintenance LTD dba. USABlueBook. (the "Contractor") and together with the Contract Documents referred to and incorporated herein, is the "resultant contract" contemplated in the GSA Cooperative Contract #GS-07F-0155M, Schedule 56 Buildings and Building Materials/Industrial Service and Supplies, expires 1/31/2022. The Town and the Contractor are sometimes referred to in this Contract collectively as the "Parties" and each individually as a "Party".

- 1.S COPE OF WORK:** The Contractor shall provide the Town all necessary labor, material, transportation services and equipment to provide Vehicle Lubricants per contract specifications described in the attached scope of materials and services set forth in **Exhibit "1"** (the "Goods" or "Services"). The Contractor shall provide the Goods 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 Instructions, Standard Terms and Conditions, Special Terms and Conditions, Specifications, Scope of Work, Submittals and Attachments. 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 Goods.
- 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, the Master Contract, or 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 with the Master Contract, unless expressly stated herein.
- 3.I NCORPORATION:** For and in consideration of this Contract and other good and valuable consideration, the Contractor agrees that the GSA Master Cooperative Contract #GS-07F-0155M 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: "GSA", "Buyer" and "City" 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: "Deputy Finance Director" shall be deemed to be and refer to the Town of Florence Town Manager; and the terms: "Assignee", "Offeror", "Contractor", "Seller", "Supplier", and "Vendor" shall be deemed to be and refer to the Contractor under this Contract.
- 4.C ONTRACT DOCUMENTS:** This Contract consists of the following contract documents, which by reference are incorporated herein:
  - GSA Federal Contract GS-07F-0155M, attachments, addendums and exhibits.
- 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 **\$80,000.00**.

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 its 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 verification 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. All invoices are to be emailed to [accountspayable@florenceaz.gov](mailto:accountspayable@florenceaz.gov).
9. **TERMINATION.** Town, at any time and for any reason and without cause, may terminate, suspend or abandon any portion, or all, of this Contract at Town’s convenience 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  
PO Box 2670  
Florence AZ 85132; and

Contractor: HD Supply Facilities Maintenance LTD  
dba USABlueBook, Mike Adams  
Field Service Representative  
Phoenix, AZ  
(602) 425-1565  
madams@usabluebook.com

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, 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. In consideration of the award of this Contract, the Contractor agrees to waive all rights of subrogation against the Town, its officers, officials, agents and employees for losses arising from the Goods or Services provided by the Contractor for the Town.

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 one (1) year, 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 (the "Policy") govern this procurement and are incorporated as part of this Contract by this reference. Contractor agrees and warrants that it is in compliance with the Policy, including demonstrating its lawful presence in the United States.

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. section 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: \_\_\_\_\_  
Tara Walter, Mayor

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

ATTEST:

Approved as to Form

\_\_\_\_\_  
Lisa Garcia, Town Clerk

\_\_\_\_\_  
Cliff Mattice, Town Attorney

CONTRACTOR:


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

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

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

Part No	SIN	Description	Description 1	Description 2	UoM	GSA Price with IFF
26956	641-6	Fire Hose	Fire Hose, 2-1/2 x 50'	w/M&F NST Couplings	EA	\$265.45
26959	641-6	Fire Hose	Fire Hose - 2-1/2"NST x 50'	Double Jacket - MxF Alum	EA	\$299.71
62403	641-6	Tubing	Tubing 1/2" OD x 3/8" ID, Suct	Clear PVC 100' Roll	RL	\$27.22
62409	641-6	Tubing	Tubing 3/8" OD x 1/4" ID, Disc	Translucent Polyethylene 100'	RL	\$18.25
10091	641-6	Pump Controllers	Diversified Electronics Duplex	Controller, 115 VAC	EA	\$258.73
10300	641-6	Filter Elements	Filter Element, Paper,	Universal Silencer 81-0470	EA	\$12.78
10310	641-6	Filter Elements	Filter Element, Paper,	Universal Silencer 81-0471	EA	\$15.25
10330	641-6	Filter Elements	Filter Element, Paper,	Universal Silencer 81-1063	EA	\$26.26
10350	641-6	Filter Elements	Filter Element, Paper,	Universal Silencer 81-0475	EA	\$48.93
10390	641-6	Filter Elements	Filter Element, Poly Felt,	Universal Silencer 81-1205	EA	\$49.31
10450	641-6	Filter Elements	Paper Filter Element FB-108	For Stoddard Filter/Silencer	EA	\$24.08
45383	641-6	Pipe Fittings & Pipe - PVC	90 Degree El, Sch. 80 PVC	2" S x S	EA	\$3.78
45391	641-6	Pipe Fittings & Pipe - PVC	45 Degree El, Sch. 80 PVC	2" S x S	EA	\$8.84
45401	641-6	Pipe Fittings & Pipe - PVC	Union, Sch. 80 PVC, S x S	1-1/2" w/ Viton Seals	EA	\$12.63
45414	641-6	Pipe Fittings & Pipe - PVC	Adapter, Sch. 80 PVC, S x FIP	2"	EA	\$13.06
45450	641-6	Pipe Fittings & Pipe - PVC	Socket Flange, Sch. 80 PVC	2" Pipe, 4-Bolt, Class 150	EA	\$9.36
45454	641-6	Pipe Fittings & Pipe - PVC	Socket Flange, Sch. 80 PVC	4" Pipe, 8-Bolt, Class 150	EA	\$19.91
45456	641-6	Pipe Fittings & Pipe - PVC	Socket Flange, Sch. 80 PVC	6" Pipe, 8-Bolt, Class 150	EA	\$31.54
45490	641-6	Pipe Fittings & Pipe - PVC	Adapter, Sch. 80 PVC, S x MIP	1-1/2"	EA	\$6.99
45492	641-6	Pipe Fittings & Pipe - PVC	Adapter, Sch. 80 PVC, S x MIP	2"	EA	\$10.10
45561	641-6	Pipe Fittings & Pipe - PVC	Tee, Sch. 80 PVC, S x S x S	2"	EA	\$12.88
45563	641-6	Pipe Fittings & Pipe - PVC	Tee, Sch. 80 PVC, S x S x S	1-1/2"	EA	\$10.35
45569	641-6	Pipe Fittings & Pipe - PVC	Coupling, Sch. 80 PVC, S x S	2"	EA	\$4.62
10852	641-6	Water Level Meters/Loggers	Solinst 101-M2 200' P2 Probe	Water Level Indicator/Tape	EA	\$557.34
47028	641-6	Marking Products	Marking Whiskers, 6" Blue	Pack of 100	PK	\$12.41
47029	641-6	Marking Products	Marking Whiskers, 6" Green	Pack of 100	PK	\$12.41
47032	641-6	Marking Products	Marking Whiskers, 6" Orange	Pack of 100	PK	\$12.41
47033	641-6	Marking Products	Marking Whiskers, 6" Yellow	Pack of 100	PK	\$12.41
47158	641-6	Marking Products	Flag, 21" Wire Staff, Blue	2.5" X 3.5", Plain, 100/pk	PK	\$7.22
47159	641-6	Marking Products	Flag, 21" Wire Staff, Green	2.5" X 3.5", Plain, 100/pk	PK	\$7.22
47168	641-6	Marking Products	Flag, 21" Wire Staff, Blue	4"x5", Print, WATER, 100/pk	PK	\$11.20
47171	641-6	Marking Products	Custom 4" x 5" Flag, 21" Wire	(Contact USABlueBook)	PK	\$11.20
47178	641-6	Marking Products	Custom 4" x 5" Flag, 30" Wire	(Contact USABlueBook)	PK	\$11.37
47206	641-6	Marking Products	Flag, 21" Wire Staff, White	2.5" X 3.5", Plain, 100/pk	PK	\$7.35
21320	641-6	Flex Couplings - Sewer	Flex Coupling PI,CI x PI,CI	4x4 PIPE OD 4.42 X 4.42	EA	\$5.48
47713	641-6	Float Switches & Accessories	20' Float Switch SPDT w/Weight	0	EA	\$56.67
47722	641-6	Float Switches & Accessories	30' Pipe Mounted Avocado Float	Switch (Normally Open)	EA	\$48.33
47731	641-6	Float Switches & Accessories	Float Switch Hatch Mount	4 Hole Bracket	EA	\$47.08
47732	641-6	Float Switches & Accessories	Roto-Float 20' Suspended Float	Switch (Normally Open)	EA	\$54.17
47736	641-6	Float Switches & Accessories	Roto-Float 40' Suspended Float	Switch (Normally Open)	EA	\$62.83
70450	641-6	Marking Products	TriView Flex - Blue 66"	0	EA	\$14.30
70451	641-6	Marking Products	TriView Flex - Green 66"	0	EA	\$14.30
48050	641-6	Gas Chlorination Equipment	Lead Gasket	ATTN.PICKER 1 LB = 70PCS	LB	\$54.95

48154	641-6	Tracing Agents	USABlueBook Tracing Dye, 1 gal	Yellow / Green, Case of 4	CS	\$67.19
48165	641-6	Cleaning	EHC-33 Grease Control Bacteria	25-lb Pail (8 oz Bags)	EA	\$348.50
70565	641-6	Pulsafeeder Parts	KOPkit (K4VTC1)	PVC, Teflon & Ceramic	EA	\$91.73
22516	641-6	Hydrant Flags	Hydrant Marker 5' Fiberglass	(with spring)	EA	\$24.10
28889	641-6	Sampling Equipment	Clear PVC Suction Tubing	3/8" ID x 5/8" OD (100ft roll)	RL	\$113.51
48250	641-6	Cleaning	Root-X, Pipeline Root Control	4 Pound Container	EA	\$56.71
48252	641-6	Cleaning	Root-X, Pipeline Root Control	2 Pound Container	EA	\$33.93
48431	641-6	Float Switches & Accessories	Internally Weighted Float	30' Suspended, NO Switch	EA	\$56.42
22630	641-6	Weather Instruments	High Capacity Rain Gauge	0	EA	\$46.60
39160	641-6	Filtration Equipment & Access.	Grade 610 Filter Paper	110mm, Box of 100 Filters	EA	\$12.48
39170	641-6	Filtration Equipment & Access.	Grade 161 Glass Fiber Filter	47mm, Box of 100 Filters	PK	\$29.59
39172	641-6	Filtration Equipment & Access.	Grade 161 Glass Fiber Filter	90mm, Box of 100 Filters	PK	\$52.21
65414	641-6	Inflow	Rainstopper inflow Shield	18" to 26" H.D.P.E.	EA	\$40.74
65743	641-6	Tubing	PVC Clear Tubing 1" ID	x 1-1/4" OD (by ft)	FT	\$1.70
49206	641-6	Chem-Tech Parts	Replacement Tubing Kit	For Models CTPA & D-4HSA	EA	\$13.11
49207	641-6	Chem-Tech Parts	Replacement Tubing Kit	For Models CTPA & D-6HSA	EA	\$13.11
49211	641-6	Chem-Tech Parts	KOPkit (NCKA6HPAP1)	For Model CTPA6HSAPAP1	EA	\$99.95
66096	641-6	Tools & Maintenance	Manhole Inspection Mirror	Unbreakable, 4"x6" Poly-Carbon	EA	\$8.51
40493	641-6	Chlorine	Test Strips, Free Chlorine	0-120 ppm, 50 Tests	PK	\$12.84
40510	641-6	Temperature	Waterproof Pen-Shaped	Thermometer, 5" Stem	EA	\$25.79
16010	641-6	Gaskets/Flanges	Gasket Material, 36" X 36"	Red Rubber 1/16" Thick	EA	\$31.20
16020	641-6	Gaskets/Flanges	Gasket Material, 36" X 36"	Red Rubber, 1/8" Thick	EA	\$42.13
16657	641-6	Hydrant Gaskets & Caps	Hydrant Cap Gasket	(5-3/4 x 4-1/2) PK/10	PK	\$27.05
17216	641-6	Tubing	1/2"OD x 3/8"ID Translucent PE	Discharge Tubing, 50-ft Roll	RL	\$15.27
24932	641-6	Nets, Brushes, Scrapers, Hooks	Skimming Net, 1/4" Mesh	20" x 6" x 12" Deep Bag Design	EA	\$47.96
24941	641-6	Nets, Brushes, Scrapers, Hooks	3-1/2" Wide Algae Brush	with Stainless Steel Bristles	EA	\$15.34
30842	641-6	Pipe Fittings & Pipe - PVC	Schedule 80 PVC 90 Degree	Elbow, 1/2" Slip x Slip (4/pk)	PK	\$4.29
30844	641-6	Pipe Fittings & Pipe - PVC	Schedule 80 PVC 90 Degree	Elbow, 1" Slip x NPT(F), Pack of 4	PK	\$8.63
30854	641-6	Pipe Fittings & Pipe - PVC	Schedule 80 PVC 45 Degree	Elbow, 1" Slip x Slip (4/pk)	PK	\$17.65
24976	641-6	Curb/Service Box Tools	Rod Key 5', 1/2" Slot	Narrow Tip for 1" curb boxes	EA	\$34.22
24980	641-6	Curb/Service Box Tools	Curb Box Key 5'	5/8" Slot	EA	\$37.87
30883	641-6	Pipe Fittings & Pipe - PVC	Schedule 80 PVC Adapter	3/4" Slip x NPT(F), Pack of 4	PK	\$10.53
30884	641-6	Pipe Fittings & Pipe - PVC	Schedule 80 PVC Adapter	1" Slip x NPT(F), Pack of 4	PK	\$15.58
30899	641-6	Pipe Fittings & Pipe - PVC	Schedule 80 PVC Slip Tee	3/4" (Pack of 4)	PK	\$12.21
43120	641-6	Pulsafeeder Parts	Foot Valve & Strainer	for VTC1, KTC1, & PTC1	EA	\$36.74
43336	641-6	Chem-Tech Pumps	3 GPD; 100 PSI Pump	(Chem-Tech Series 100)	EA	\$238.32
43346	641-6	Chem-Tech Pumps	100 GPD; 60 PSI Pump	(Chem-Tech Series 100)	EA	\$315.18
43366	641-6	Chem-Tech Parts	KOPkit (KX100-AAAA)	(for Chem-Tech 100 & 200)	EA	\$96.73
43370	641-6	Chem-Tech Parts	Foot Valve & Strainer (J40117)	(for Chem-Tech 100 & 200)	EA	\$32.51
18190	641-6	Packing Material	GFO Packing Material 3/8"	(Graphite/Teflon) Sold Per Ft.	FT	\$19.89
43500	641-6	Reference Books & Software	Operator's Companion	7th Edition	EA	\$14.31
25720	641-6	Pipe & Cable Locators	Magnetomatic Pipe Locator	0	EA	\$32.64
44146	641-6	Suction Hose	All Weather Suction Hose 2"	M & F Quick Alum (20')	EA	\$75.80
44150	641-6	Suction Hose	All Weather Suction Hose 3"	M & F Quick Alum (20')	EA	\$143.21
76809	641-6	Pulsafeeder Parts	KOPkit (K3VVC9)	PVC, Viton & Ceramic	EA	\$173.00
62006	641-6	Valve Tools & Operators	Universal Curb Box & Valve Kit	0	EA	\$404.77
76716	641-6	Pulsafeeder Parts	Bleed Valve Assembly	L3300V01-PVC	EA	\$48.47
76722	641-6	Pulsafeeder Parts	Bleed Valve Assembly	L3300-H03-PVC	EA	\$48.47
33283	641-6	Pump Controllers	Time Mark Duplex Alternating	Controller, 120VAC/DC	EA	\$128.37
45050	641-6	Bioaugmentation	Bio Jet-7 Bacterial Supplement	Five Gallon	EA	\$138.95
76514	641-6	Pulsafeeder Parts	Injection Valve Assembly	J41658	EA	\$38.12
69002	641-6	Transducers - Submersible	KPSI Model 750 Submersible	Transducer,0-15psi,w/40' cable	EA	\$768.22

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>7i.</b>
<b>MEETING DATE:</b> September 3, 2019  <b>DEPARTMENT:</b> Public Works, Water & Wastewater Division  <b>STAFF PRESENTER:</b> Christopher Salas Public Works Director Town Engineer  <b>SUBJECT:</b> APD Power Center Inc.		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>
<b>STRATEGIC PLAN REFERENCE:</b> <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

**RECOMMENDED MOTION/ACTION:**

Authorization to contract with APD Power Center Inc. to provide maintenance, repair, operating supplies in an amount not to exceed \$55,000.

**BACKGROUND/DISCUSSION:**

The Town of Florence is requesting to enter into a contract with APD Power Center Inc. through the Maricopa County Cooperative Purchasing Agreement DO.200000015785-1 that expires July 10, 2020, to provide maintenance, repair, operating supplies in an amount not to exceed \$55,000 from July 1, 2019 through June 30, 2020.

- Maricopa County PO #DO.200000015785-1 expires 7/10/2020 is on file in the Clerk's Office.
- Maricopa County # PQ180020 is on file in the Clerk's Office.

**A VOTE OF NO WOULD MEAN:**

A vote of no would delay maintenance and repairs as needed by the Town.

**A VOTE OF YES WOULD MEAN:**

A vote of yes would mean quicker maintenance and repairs throughout the Town



**FINANCIAL IMPACT:**

Streets / HURF:	\$ 15,000
Water:	\$ 20,000
Wastewater:	\$ 20,000

The cost to provide parts will not exceed \$55,000.

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:**

- Approved Bid Tabulation for Blanket Purchase Order
- Town of Florence Cooperative Cover Contract with Exhibit 1



## Town of Florence Bid Tabulation Sheet

General Ledger Account Number:	012-518-302 051-574-302 051-574-311 052-575-302 052-575-311 052-576-302 052-576-311
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<b>Email Confirmation</b> (\$5,000 or less)	Date Prepared:	8/16/2019
Written / Fax / Email (Mandatory over \$5,000 bids attached)	Prepared By:	Susan Jonas
Sealed Bid Title: <span style="float: right;">Formal Sealed Bid : <input type="checkbox"/></span>	Written Bid:	Open Date:
MARICOPA COUNTY COOPERATIVE PURCHASE ORDER # DO.200000015785-1		Close Date:

Item(s) (Include quality, Brand, Model & Color):  
**BLANKET: REPLACEMENT PARTS TO REPAIR EQUIPMENT**

VENDOR NAME	CONTACT INFO:				Unit Price	Extended Price	Comments
<b>1</b>	Name: APD POWER CENTER INC (354)	Contact: TODD BURGER				\$ 55,000.00	EMAIL FROM MARICOPA COUNTY PROCUREMENT CONFIRMS THAT THE PO IS COOPERATIVE. 012-518 = \$ 15,000.00 051-574 = \$ 20,000.00 052-575 = \$ 20,000.00
	Address: 412 W GEMINI DRIVE	Phone: 480-838-7472			Tax:		
	TEMPE, AZ 85283-1709	Fax:			Freight:		
	Quote #:	Email: <a href="mailto:todd.apd@gmail.com">todd.apd@gmail.com</a>	REQ #: 55048	PO #: 52669			
	Received:	Date Notified of Decision:					
<b>2</b>	Name:	Contact:				\$	
	Address:	Phone:			Tax:		
		Fax:			Freight:		
	Quote #:	Email:	REQ #:	PO #:			
	Received:	Date Notified of Decision:					
<b>3</b>	Name:	Contact:				\$	
	Address:	Phone:			Tax:		
		Fax:			Freight:		
	Quote #:	Email:	REQ #:	PO #:			
	Received:	Date Notified of Decision:					

Attach additional page(s), if necessary.

<b>Vendor Selected:</b> APD POWER CENTER
Justification (if not lowest bid): BLANKET: REPLACEMENT PARTS TO REPAIR EQUIPMENT USING THE COOPERATIVE PURCHASE ORDER # DO.200000015785-1 FROM MARICOPA COUNTY

Department Head Approval:	Date: 8/16/19
Finance Director Approval:	Date: 8/16/19
Town Manager Approval:	Date: 8/19/19

Exhibits Attached:	MARICOPA COUNTY PO DO.200000015785-1 WITH COOPERATIVE LANGUAGE
	MARICOPA COUNTY TAB PACKAGE IS ON FILE AT THE CLERK'S OFFICE - 1500 PAGES

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, ARIZONA**  
**THROUGH COOPERATIVE CONTRACT WITH MARICOPA COUNTY PURCHASE ORDER**  
**PO.200000015785-1 TO PROVIDE MAINTENANCE, REPAIR AND OPERATING SUPPLIES**

THIS CONTRACT (the "Contract") is made and entered into effective as of the 3rd day of 2019 ("Effective Date"), by and between the Town of Florence, Arizona (the "Town"), and Center Inc., (the "Contractor") and together with the Contract Documents referred incorporated herein, is the "resultant contract" contemplated in the Maricopa County Purchase Order. The Town and the Contractor are sometimes referred to in this Contract collectively as "Parties" and each individually as a "Party".

1. **SCOPE OF WORK:** The Contractor shall provide maintenance, repair, operating supplies, industrial supplies and related products and services per contract specifications described in the attached scope of materials and services set forth in **Exhibit "1" (On file at the Town of Florence's Clerk's Office)** (the "Goods" or "Services"). The Contractor shall provide the Goods in accordance with the schedule attached in **Exhibit "1" (On file at the Town of Florence's Clerk's Office)** and the Contract Documents, including all exhibits to the Master Purchase Order including but not limited to any Instructions, Standard Terms and Conditions, Special Terms and Conditions, Specifications, Scope of Work, Submittals and Attachments. 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 Goods.
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, the Master Purchase Order, or 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 with the Master Purchase Order, 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 Maricopa County Cooperative Purchase Order to provide maintenance, repair, operating supplies, industrial supplies is in full force and effect, and all terms and conditions of the Master Purchase Order are incorporated by reference into this Contract, creating an agreement identical in terms to the Town and Contractor. In the Master Purchase Order, the terms: "Maricopa County", "Buyer" and "City" shall be and refer to the Town of Florence; the terms: "Maricopa County" shall be deemed to be and refer to the Pinal County; the terms: "Deputy Finance Director" shall be deemed to be and refer to the Town of Florence Town Manager; the terms: "Assignee", "Offeror", "Contractor", "Seller", "Supplier", and "Vendor" 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:
  - Maricopa County Purchase Order # DO.200000015785-1
5. **CONTRACT PRICING:** Contract pricing shall be consistent with the Contract Documents and Contractor's Proposal and is listed in **Exhibit "1" (On file at the Town of Florence's Clerk's Office)** (Price Sheet), and shall not exceed **\$55,000.00**.

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 its 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 verification 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” (On file at the Town of Florence’s Clerk’s Office)**. 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. All invoices are to be emailed to [accountspayable@florenceaz.gov](mailto:accountspayable@florenceaz.gov).

9. **TERMINATION.** Town, at any time and for any reason and without cause, may terminate, suspend or abandon any portion, or all, of this Contract at Town's convenience 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  
Attn: Town Clerk  
PO Box 2670  
Florence AZ 85132  
(520) 868-7500

Contractor: APD Power Center  
Attn: Todd Burger  
412 W. Gemini Drive  
Tempe, AZ 85283-1709  
(480) 838-7472  
todd.apd@gmail.com

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, 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. In consideration of the award of this Contract, the Contractor agrees to waive all rights of subrogation against the Town, its officers, officials, agents and employees for losses arising from the Goods or Services provided by the Contractor for the Town.
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 one (1) year, 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 (the "Policy") govern this procurement and are incorporated as part of this Contract by this reference. Contractor agrees and warrants that it is in compliance with the Policy, including demonstrating its lawful presence in the United States.

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. section 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: \_\_\_\_\_  
Tara Walter, Mayor

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

ATTEST:

Approved as to Form

\_\_\_\_\_  
Lisa Garcia, Town Clerk

\_\_\_\_\_  
Cliff Mattice, Town Attorney

CONTRACTOR:

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

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

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

EXHIBIT 1 - ON FILE AT THE CLERK'S OFFICE

**Town of Florence  
Summary of Warrants Paid  
As of June 2019**

<b>Source</b>	<b>Amount</b>
<b>Warrant Register-Checks and Credit Card Payments</b>	<b>\$ 1,738,116.67</b>
<b>Electronic Payments</b>	
Bank and Merchant Fees	\$ 5,053.68
Payroll for June-Net of Deductions	\$ 557,526.46
Credit Card Fees-National Bank	\$ 20,695.51
Payroll related Payments-Liens, Levys, Garnishments, Flexible Spending, AFLAC, Deposits to PCFCU (Employee Savings)	\$ 33,727.29
Retirement Contributions, Arizona State Retirement, Public Safety Retirement, Securian, Voluntary 401K Plan	\$ 151,882.36
Payroll Taxes, State and Federal	\$ 169,209.91
Transaction Privilege Taxes Collected Payable to State	\$ 28,226.45
Medical, Dental, Life, Vision and AFLAC payments	\$ 212,161.36
Debt Service-Transportation Excise Tax Prepayment	\$ 435,940.77
<b>Community Facilities District Payments</b>	
Prepaid Debt Service CFD #1	\$ 210,925.68
Prepaid Debt Service CFD #2	\$ 150,771.45
Administrative Expense CFD #1	\$ 7,250.00
Administrative Expense CFD #2	\$ 3,750.00
<b>Electronic Payments</b>	<b>\$ 1,987,120.92</b>
<b>Total Warrants</b>	<b>\$ 3,725,237.59</b>

Town of Florence  
Warrant Register - July 2019

GL Account	Check Number	Check Issue Date	Name	Invoice No	Invoice Date	Description	Total Cost
<b>Utility Clearing</b>							
10160000	114074	07/11/19	2ND TEMP	733370	07/03/19	SANITATION OVERPAYMENT	53.04
10160000	114189	07/24/19	2ND TEMP	399999	07/23/19	Water OVERPAYMENT-101 S CENTRAL AVE	132.73
<b>Total</b>							<b>185.77</b>
<b>Accounts Payable</b>							
10201500	114017	07/03/19	AMERICAN RED CROSS	22204103	06/26/19	Red Cross Annual Fee	300.00
10201500	114018	07/03/19	AQUATIC ENVIRONMENTAL	IN46194	06/26/19	Calcium Hypochlorite Mixture & PULSAR BRIQUETTES (PO 52	4,899.35
10201500	114019	07/03/19	Arizona Correctional Industries	464673	06/28/19	CIP GG-25 SILVER KING REPAIRS	41,091.00
10201500	114019	07/03/19	Arizona Correctional Industries	464673	06/28/19	CIP GG-25 SILVER KING REPAIRS	4,743.65
10201500	114020	07/03/19	ARIZONA PUBLIC SERVICE	8742601000 MAY-19	06/12/19	201 N. GRANITE ST	41.41
10201500	114020	07/03/19	ARIZONA PUBLIC SERVICE	8742601000 MAY-19	06/12/19	193 E. 6TH ST	68.89
10201500	114020	07/03/19	ARIZONA PUBLIC SERVICE	8742601000 MAY-19	06/12/19	775 N MAIN ST-TOWN HALL	3,069.72
10201500	114020	07/03/19	ARIZONA PUBLIC SERVICE	8742601000 MAY-19	06/12/19	MAIN/BUTTE TRLG SIG	66.84
10201500	114020	07/03/19	ARIZONA PUBLIC SERVICE	8742601000 MAY-19	06/12/19	72 E. 1ST ST	1,231.09
10201500	114020	07/03/19	ARIZONA PUBLIC SERVICE	8742601000 MAY-19	06/12/19	218 E 8TH ST	732.24
10201500	114020	07/03/19	ARIZONA PUBLIC SERVICE	8742601000 MAY-19	06/12/19	778.N MAIN	4,755.99
10201500	114020	07/03/19	ARIZONA PUBLIC SERVICE	8742601000 MAY-19	06/12/19	77 W. RUGGLES	92.72
10201500	114020	07/03/19	ARIZONA PUBLIC SERVICE	8742601000 MAY-19	06/12/19	224 W 20TH ST	739.96
10201500	114020	07/03/19	ARIZONA PUBLIC SERVICE	8742601000 MAY-19	06/12/19	200 E 6 ST	3,491.25
10201500	114020	07/03/19	ARIZONA PUBLIC SERVICE	8742601000 MAY-19	06/12/19	330 N PINAL ST	1,255.19
10201500	114020	07/03/19	ARIZONA PUBLIC SERVICE	8742601000 MAY-19	06/12/19	460 N WARNER ST	12.52
10201500	114020	07/03/19	ARIZONA PUBLIC SERVICE	8742601000 MAY-19	06/12/19	444 N WARNER ST	802.54
10201500	114020	07/03/19	ARIZONA PUBLIC SERVICE	8742601000 MAY-19	06/12/19	4552 N HUNT HWY	165.76
10201500	114020	07/03/19	ARIZONA PUBLIC SERVICE	8742601000 MAY-19	06/12/19	1817 N HUNT HWY 50% SPLIT	101.30
10201500	114020	07/03/19	ARIZONA PUBLIC SERVICE	8742601000 MAY-19	06/12/19	1817 N HUNT HWY 50% SPLIT	101.30
10201500	114020	07/03/19	ARIZONA PUBLIC SERVICE	8742601000 MAY-19	06/12/19	2035 N HUNT HWY	1,425.93
10201500	114020	07/03/19	ARIZONA PUBLIC SERVICE	8742601000 MAY-19	06/12/19	289 N MAIN ST UNIT 1-2	86.59
10201500	114020	07/03/19	ARIZONA PUBLIC SERVICE	8742601000 MAY-19	06/12/19	133 N MAIN ST	511.35
10201500	114020	07/03/19	ARIZONA PUBLIC SERVICE	8742601000 MAY-19	06/12/19	425 E RUGGLES ST 50% SPLIT	5,424.40
10201500	114020	07/03/19	ARIZONA PUBLIC SERVICE	8742601000 MAY-19	06/12/19	425 E. RUGGLES ST 50% SPLIT	5,424.39
10201500	114020	07/03/19	ARIZONA PUBLIC SERVICE	8742601000 MAY-19	06/12/19	174 W. 1ST UNIT 2	5,259.13
10201500	114020	07/03/19	ARIZONA PUBLIC SERVICE	8742601000 MAY-19	06/12/19	425 E RUGGLES ST	337.56
10201500	114020	07/03/19	ARIZONA PUBLIC SERVICE	8742601000 MAY-19	06/12/19	425 E RUGGLES ST REAR	71.42
10201500	114020	07/03/19	ARIZONA PUBLIC SERVICE	8742601000 MAY-19	06/12/19	425 E RUGGLES ST REAR	698.30
10201500	114020	07/03/19	ARIZONA PUBLIC SERVICE	8742601000 MAY-19	06/12/19	121 W 22 ST PARK	117.95
10201500	114020	07/03/19	ARIZONA PUBLIC SERVICE	8742601000 MAY-19	06/12/19	364 N UNIVERSITY	208.23
10201500	114020	07/03/19	ARIZONA PUBLIC SERVICE	8742601000 MAY-19	06/12/19	300 W 1ST	2,508.76
10201500	114020	07/03/19	ARIZONA PUBLIC SERVICE	8742601000 MAY-19	06/12/19	291 N BAILEY ST	141.63
10201500	114020	07/03/19	ARIZONA PUBLIC SERVICE	8742601000 MAY-19	06/12/19	24 W RUGGLES ST-MCFARLAND	59.61
10201500	114020	07/03/19	ARIZONA PUBLIC SERVICE	8742601000 MAY-19	06/12/19	24 W RUGGLES	242.23
10201500	114020	07/03/19	ARIZONA PUBLIC SERVICE	8742601000 MAY-19	06/12/19	2028 E HUNT HWY FIRE ST 2 TRF LT	120.27



Town of Florence  
Warrant Register - July 2019

GL Account	Check Number	Check Issue Date	Name	Invoice No	Invoice Date	Description	Total Cost
10201500	114020	07/03/19	ARIZONA PUBLIC SERVICE	8742601000 MAY-19	06/12/19	440 N MAIN ST SILVER KING	179.19
10201500	114020	07/03/19	ARIZONA PUBLIC SERVICE	8742601000 MAY-19	06/12/19	440 N MAIN ST STE 101	138.91
10201500	114020	07/03/19	ARIZONA PUBLIC SERVICE	8742601000 MAY-19	06/12/19	440 N MAIN ST STE 202	90.09
10201500	114020	07/03/19	ARIZONA PUBLIC SERVICE	8742601000 MAY-19	06/12/19	440 N MAIN ST STE 201	79.18
10201500	114020	07/03/19	ARIZONA PUBLIC SERVICE	8742601000 MAY-19	06/12/19	440 N MAIN STE 102	92.92
10201500	114020	07/03/19	ARIZONA PUBLIC SERVICE	8742601000 MAY-19	06/12/19	28 E 11TH ST	89.14
10201500	114020	07/03/19	ARIZONA PUBLIC SERVICE	8742601000 MAY-19	06/12/19	100 S PLANT RD	18,904.89
10201500	114020	07/03/19	ARIZONA PUBLIC SERVICE	8742601000 MAY-19	06/12/19	PINAL PKWY	96.07
10201500	114020	07/03/19	ARIZONA PUBLIC SERVICE	8742601000 MAY-19	06/12/19	600 N MAIN ST-IT	299.63
10201500	114020	07/03/19	ARIZONA PUBLIC SERVICE	8742601000 MAY-19	06/12/19	290 N BAILEY ST	20.98
10201500	114020	07/03/19	ARIZONA PUBLIC SERVICE	8742601000 MAY-19	06/12/19	425 N PINAL ST PD	1,301.91
10201500	114020	07/03/19	ARIZONA PUBLIC SERVICE	8742601000 MAY-19	06/12/19	3180 N HUNT HWY	175.25
10201500	114020	07/03/19	ARIZONA PUBLIC SERVICE	8742601000 MAY-19	06/12/19	565 S QUARTZ ST WELL 5	1,247.62
10201500	114021	07/03/19	ARIZONA STATE TREASURER	JUN/19 REMIT	06/30/19	STATE SURCHARGES	8,275.33
10201500	114021	07/03/19	ARIZONA STATE TREASURER	JUN/19 REMIT	06/30/19	STATE JCEF	251.43
10201500	114021	07/03/19	ARIZONA STATE TREASURER	JUN/19 REMIT	06/30/19	STATE FINES	2,677.93
10201500	114021	07/03/19	ARIZONA STATE TREASURER	JUN/19 REMIT	06/30/19	ZFAR 1	959.19
10201500	114021	07/03/19	ARIZONA STATE TREASURER	JUN/19 REMIT	06/30/19	ZFAR2	306.61
10201500	114021	07/03/19	ARIZONA STATE TREASURER	JUN/19 REMIT	06/30/19	VICTIM RIGHTS	260.88
10201500	114022	07/03/19	Benefit Intelligence Inc. (ConsultADoc)	27685	07/01/19	Monthly Teledoc Services	570.00
10201500	114023	07/03/19	Casa Grande Valley Newspaper Inc.	44269\44659	06/20/19	Public NOTICE / OFFICIAL BUDGET 2019-2020	1,918.62
10201500	114023	07/03/19	Casa Grande Valley Newspaper Inc.	44332	06/13/19	BPO FOR ADVERTISING	48.47
10201500	114023	07/03/19	Casa Grande Valley Newspaper Inc.	44383/3017	06/13/19	TRUTH IN TAXATION	353.43
10201500	114023	07/03/19	Casa Grande Valley Newspaper Inc.	44394/3017	06/13/19	2nd Public Hearing for CDBG Funds	123.38
10201500	114023	07/03/19	Casa Grande Valley Newspaper Inc.	44394/3017	06/13/19	CREDIT ON ACCT 3017 APPLIED TO INVOICE	(53.29)
10201500	114023	07/03/19	Casa Grande Valley Newspaper Inc.	44403/3017	06/13/19	TAX LEVY PRESS RELEASE	168.30
10201500	114023	07/03/19	Casa Grande Valley Newspaper Inc.	44404/3017	06/13/19	SECONDARY TAX LEVY	56.10
10201500	114023	07/03/19	Casa Grande Valley Newspaper Inc.	44404/3017	06/13/19	SECONDARY TAX LEVY	56.10
10201500	114023	07/03/19	Casa Grande Valley Newspaper Inc.	44404/3017	06/13/19	SECONDARY TAX LEVY	56.10
10201500	114023	07/03/19	Casa Grande Valley Newspaper Inc.	44406/3017	06/13/19	SECONDARY TAX CFD#2	168.30
10201500	114023	07/03/19	Casa Grande Valley Newspaper Inc.	44478/3017	06/13/19	MERRILL RANCH #2	1,211.76
10201500	114023	07/03/19	Casa Grande Valley Newspaper Inc.	44572/3017	06/13/19	MERRILL RANCH #1	1,211.76
10201500	114023	07/03/19	Casa Grande Valley Newspaper Inc.	44581/3017	06/13/19	TAX LEVY PRESS RELEASE	70.13
10201500	114024	07/03/19	COLIBRYN	67	06/21/19	Professional Services - Consultant	935.00
10201500	114025	07/03/19	2ND TEMP	714631	07/01/19	REFUND SANITATION DEPOSIT	33.67
10201500	114026	07/03/19	Day Auto Supply Inc	776156	06/11/19	spark plug	16.55
10201500	114027	07/03/19	DENISE GORDEN	JUN/19 CONTRACT	06/18/19	Aqua Zumba and Aerobics Instructor FOR JUNE 2019	300.00
10201500	114028	07/03/19	2ND TEMP	10901143	07/01/19	Water Deposit Refund	92.62
10201500	114029	07/03/19	FLORENCE TRUE VALUE HARDWARE	242776	06/18/19	20 PK CLIP/COMM ADHESIVE	5.81
10201500	114029	07/03/19	FLORENCE TRUE VALUE HARDWARE	242776	06/18/19	30 DRAWER BIN UNIT	19.38
10201500	114029	07/03/19	FLORENCE TRUE VALUE HARDWARE	242776	06/18/19	NUTS, BOLTS, & SCREWS	1.36
10201500	114029	07/03/19	FLORENCE TRUE VALUE HARDWARE	242776	06/18/19	TAX	2.44
10201500	114029	07/03/19	FLORENCE TRUE VALUE HARDWARE	242868	06/24/19	BPO FOR OPERATING SUPPLIES	218.27

Town of Florence  
Warrant Register - July 2019

GL Account	Check Number	Check Issue Date	Name	Invoice No	Invoice Date	Description	Total Cost
10201500	114029	07/03/19	FLORENCE TRUE VALUE HARDWARE	242868	06/24/19	NYLON ROPE	21.16
10201500	114029	07/03/19	FLORENCE TRUE VALUE HARDWARE	242958	06/28/19	SOAP, SPREADER, SPRAYER	11.09
10201500	114030	07/03/19	HOME DEPOT CREDIT SERVICES	H0408-81266	06/25/19	POLES FOR SK MARKETPLACE REPAIRS	342.67
10201500	114032	07/03/19	JOHN E KEMP	224-9302204-9053822	06/27/19	pT SHOE REIMBURSEMENT FOR J. KEMP	100.00
10201500	114033	07/03/19	Jorgensen Brooks Group	SAAS074765	06/14/19	Quarterly EAP Services	864.00
10201500	114034	07/03/19	KEITH MICHAEL REA	7/1/2019	07/01/19	10th and Main Band performance for 4th of July FY 20	400.00
10201500	114034	07/03/19	KEITH MICHAEL REA	7/1/2019	07/01/19	Sound System for 4th of July Freedom Fest FY 20	3,810.00
10201500	114035	07/03/19	LEE ENGINEERING, LLC	38417.2	01/10/19	CIP T-28 HUNT HWY TRAFFIC SIGNAL-REMAINING BAL INV# 3	2,850.00
10201500	114036	07/03/19	LINCOLN AQUATICS	N9762395	06/25/19	Lifevests	846.71
10201500	114037	07/03/19	LOWE'S	12901	06/12/19	SMALL TOOLS FOR STREETS DEPT	452.61
10201500	114038	07/03/19	MARICELLA BENITEZ	061419/REMI B	06/24/19	TRAVEL REIMBURSEMENT FOR MILEAGE	23.20
10201500	114039	07/03/19	MICHAEL BACA	2211	06/25/19	photographic images	218.40
10201500	114040	07/03/19	Municipal Emergency Svcs	SO1276317	06/05/19	Alpha X Hybrid structure gloves	559.71
10201500	114040	07/03/19	Municipal Emergency Svcs	SO1276317	06/05/19	Alpha X Hybrid structure Gloves	1,288.90
10201500	114041	07/03/19	OFFICE DEPOT INC	32695755001	06/14/19	Office supplies	32.63
10201500	114041	07/03/19	OFFICE DEPOT INC	3.29695E+11	06/14/19	Office Supplies	497.57
10201500	114041	07/03/19	OFFICE DEPOT INC	329695255-001	06/14/19	Office Supplies and Paper	530.00
10201500	114041	07/03/19	OFFICE DEPOT INC	33465226001	06/19/19	ledger paper	188.28
10201500	114041	07/03/19	OFFICE DEPOT INC	33994510	06/18/19	Office Supplies and paper	173.37
10201500	114041	07/03/19	OFFICE DEPOT INC	33994510	06/18/19	TAXES	14.91
10201500	114042	07/03/19	PETTY CASH - FINANCE	19-Jun	07/01/19	NEW PLATES FOR PD-DMV	12.00
10201500	114042	07/03/19	PETTY CASH - FINANCE	19-Jun	07/01/19	DMV tiTLE	4.00
10201500	114042	07/03/19	PETTY CASH - FINANCE	19-Jun	07/01/19	USPS CERTIFIED POSTAGE	3.00
10201500	114042	07/03/19	PETTY CASH - FINANCE	19-Jun	07/01/19	MVD NEW VEHICLE TITLE	4.00
10201500	114043	07/03/19	Pinal County Public Works	2019-070.2	04/16/19	Replacement check for ck#113980	400.00
10201500	114044	07/03/19	PINAL COUNTY TREASURER	JUN/19 REMIT	06/30/19	JUNE 2019 REMITTANCE - JUSTICE COURT FEE	43.18
10201500	114045	07/03/19	ROBLES BOXING & FITNESS LLC	JUN/19 CONTRACT	06/27/19	Payment DIFFERENCE FOR JUNE BOXING CLASSES	192.00
10201500	114046	07/03/19	SERRANO A/C and HEATING LLC	314	06/27/19	Replacement of PW A/C Unit	4,300.00
10201500	114047	07/03/19	SHERI JONES	163287	06/09/19	Uniform Allowance for boots/pants	98.27
10201500	114047	07/03/19	SHERI JONES	82287	06/12/19	Uniform Allowance for boots/pants	310.56
10201500	114048	07/03/19	SLIDE AND BOUNCE AROUND INC.	12344	05/22/19	Inflatables for 4th of July Event FY 20	2,099.94
10201500	114049	07/03/19	SPEKTRUM APPAREL	1002198	06/17/19	graphics for rehab truck	444.00
10201500	114049	07/03/19	SPEKTRUM APPAREL	1002198	06/17/19	ADDITIONAL AMOUNT EXCEEDING PO	1.95
10201500	114050	07/03/19	Superstition Fire & Medical District	5282	05/22/19	shop 126 vehicle maintenance and travel	343.00
10201500	114051	07/03/19	Truly Painting & More LLC	2372	06/30/19	Painting and prep services for the	17,616.77
10201500	114052	07/03/19	UNITED WAY OF PINAL COUNTY	PPE 06/21/19	06/28/19	EMPLOYEES CONTRIBUTIONS	117.50
10201500	114053	07/03/19	VALUE-CRETE LLC	120418	06/24/19	Concrete needed for Sidewalk Repairs	361.45
10201500	114054	07/03/19	Verizon Wireless	JUN-19 9832586863	06/21/19	NO-COST CENTER-IT	113.07
10201500	114054	07/03/19	Verizon Wireless	JUN-19 9832586863	06/21/19	NO COST CENTER -FD TABLETS	438.67
10201500	114054	07/03/19	Verizon Wireless	JUN-19 9832586863	06/21/19	SGT D. CAMPBELL	36.72
10201500	114054	07/03/19	Verizon Wireless	JUN-19 9832586863	06/21/19	ADMIN S. BARBER	39.94
10201500	114054	07/03/19	Verizon Wireless	JUN-19 9832586863	06/21/19	ADMIN B BITTER	36.72
10201500	114054	07/03/19	Verizon Wireless	JUN-19 9832586863	06/21/19	COM DEV / DEVELOPMENT SVC	217.90

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10201500	114054	07/03/19	Verizon Wireless	JUN-19 9832586863	06/21/19	FACILITIES	123.45
10201500	114054	07/03/19	Verizon Wireless	JUN-19 9832586863	06/21/19	FINANCE ADMIN - R. SANCHEZ	36.72
10201500	114054	07/03/19	Verizon Wireless	JUN-19 9832586863	06/21/19	FIRE ADMIN PHONES	739.78
10201500	114054	07/03/19	Verizon Wireless	JUN-19 9832586863	06/21/19	INFORMATION TECHNOLOGY / COUNCIL LT	410.82
10201500	114054	07/03/19	Verizon Wireless	JUN-19 9832586863	06/21/19	PARKS MAINTENANCE	221.69
10201500	114054	07/03/19	Verizon Wireless	JUN-19 9832586863	06/21/19	REC PROGRAMS	64.30
10201500	114054	07/03/19	Verizon Wireless	JUN-19 9832586863	06/21/19	POLICE ADMIN PHONES	2,095.41
10201500	114054	07/03/19	Verizon Wireless	JUN-19 9832586863	06/21/19	PUBLIC WORKS / STREETS	708.45
10201500	114054	07/03/19	Verizon Wireless	JUN-19 9832586863	06/21/19	ENGINEERING PHONES	82.42
10201500	114054	07/03/19	Verizon Wireless	JUN-19 9832586863	06/21/19	SANITATION	77.55
10201500	114054	07/03/19	Verizon Wireless	JUN-19 9832586863	06/21/19	SENIOR CENTER	18.63
10201500	114054	07/03/19	Verizon Wireless	JUN-19 9832586863	06/21/19	Superior Fire	91.61
10201500	114054	07/03/19	Verizon Wireless	JUN-19 9832586863	06/21/19	WASTE WATER/WATER 50% SPLIT	435.65
10201500	114054	07/03/19	Verizon Wireless	JUN-19 9832586863	06/21/19	WASTE WATER/WATER 50% SPLIT	435.64
10201500	114054	07/03/19	Verizon Wireless	JUN-19 9832586863	06/21/19	CREDIT BALANCE	(100.00)
10201500	114055	07/03/19	WATER SHED	400002162	05/30/19	WATER/ICE PW STAFF	39.50
10201500	114055	07/03/19	WATER SHED	400002162	05/30/19	WATER/ICE PW	13.16
10201500	114055	07/03/19	WATER SHED	400002191	05/30/19	Water/ice PW	22.83
10201500	114055	07/03/19	WATER SHED	400002191	05/30/19	Water and ice for PW	7.61
10201500	114055	07/03/19	WATER SHED	400002236	06/10/19	Water and ice for PW	39.50
10201500	114055	07/03/19	WATER SHED	400002236	06/10/19	Water and ice for PW	13.16
10201500	114055	07/03/19	WATER SHED	400002302	06/17/19	Water and ice for PW	67.88
10201500	114055	07/03/19	WATER SHED	400002302	06/17/19	Water and ice for PW	22.62
10201500	114055	07/03/19	WATER SHED	400002308	06/17/19	Water and ice for PW	25.92
10201500	114055	07/03/19	WATER SHED	400002308	06/17/19	Water and ice for PW	25.91
10201500	114055	07/03/19	WATER SHED	40002351	06/24/19	Water and ice for PW	58.01
10201500	114055	07/03/19	WATER SHED	40002351	06/24/19	Water and ice for PW	19.33
10201500	114056	07/03/19	WILLIAM BRADLEY KELLS	391435739	06/02/19	PT shoe reimbursement	47.73
10201500	114057	07/03/19	Y-KNOT PARTY CORPORATION dba	419356	07/03/19	Tents, tables, and chairs for 4th of July event FY 20	2,959.49
10201500	114058	07/03/19	ZOHO CORPORATION	2228040	06/08/19	Facilities Helpdesk Software	495.00
10201500	114059	07/03/19	ZUMAR IND.	4905	06/18/19	Blanket: Streets Signs & Posts (various)	1,732.57
10201500	114059	07/03/19	ZUMAR IND.	4905	06/18/19	Traffic sign posts, hardware and accessories for Streets/PW	12,554.02
10201500	114061	07/11/19	ADOT	LA2019000145	06/12/19	CIP 5-14 ROUNDABOUT SR287 & SR79B	427.50
10201500	114061	07/11/19	ADOT	LA2019000145	06/12/19	CIP T-14 ROUNDABOUT SR287 & SR79B	28,500.00
10201500	114061	07/11/19	ADOT	LA2019000145	06/12/19	CIP 5-14 ROUNDABOUT SR287 & SR79B	13,822.50
10201500	114062	07/11/19	Apache Underground & Excavating	20190601	06/12/19	CIP WU-38 PHASE 3A-8 WATERLINE EXT."	82,432.80
10201500	114062	07/11/19	Apache Underground & Excavating	20190602	06/12/19	CIP WU-38 PHASE 3A 8 WATERLINE EXTENSION"	56,284.80
10201500	114063	07/11/19	Arizona Correctional Industries	464373	06/24/19	Reupholster wire chairs in chambers	2,375.08
10201500	114064	07/11/19	ARIZONA PUBLIC SERVICE	JUNE/19 MAIN ST LT	07/03/19	MAIN ST STREET LIGHT	2,888.44
10201500	114064	07/11/19	ARIZONA PUBLIC SERVICE	SLIDS JUNE/19	07/03/19	SLID #1	2,473.01
10201500	114064	07/11/19	ARIZONA PUBLIC SERVICE	SLIDS JUNE/19	07/03/19	SLID #2	2,503.57
10201500	114064	07/11/19	ARIZONA PUBLIC SERVICE	SLIDS JUNE/19	07/03/19	SLID #3	2,243.69
10201500	114067	07/11/19	2ND TEMP	10805080	05/09/19	Water OVERPAYMENT	42.18

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10201500	114068	07/11/19	BIA	JUNE/19 VARI	07/01/19	3949 N IOWA RADIO TOWER #2 SPLIT 50%	206.14
10201500	114068	07/11/19	BIA	JUNE/19 VARI	07/01/19	3949 N IOWA RADIO TOWER #2 SPLIT 50%	206.14
10201500	114068	07/11/19	BIA	JUNE/19 VARI	07/01/19	17 DD LTS @ FLO N FLO	233.75
10201500	114068	07/11/19	BIA	JUNE/19 VARI	07/01/19	HWY 79 FLORENCE GARDEN D-D LIGHTS (8)	110.00
10201500	114068	07/11/19	BIA	JUNE/19 VARI	07/01/19	HWY 79 WASTE WATER PLANT W/SD OF INS	2,884.04
10201500	114068	07/11/19	BIA	JUNE/19 VARI	07/01/19	HWY 87 & CAMPBELL	46.20
10201500	114068	07/11/19	BIA	JUNE/19 VARI	07/01/19	IOWA MTR @ WTR TANK ON HILL	1,665.39
10201500	114068	07/11/19	BIA	JUNE/19 VARI	07/01/19	455 HWY 79 WELL 1 W/O RVBTTM	1,856.12
10201500	114068	07/11/19	BIA	JUNE/19 VARI	07/01/19	FLO GRDN 4DD LTS	61.60
10201500	114072	07/11/19	CENTURYLINK	JUN/19 8356	06/28/19	868-0356 WATER WORKS ALARM LINES	108.82
10201500	114073	07/11/19	CHRIS REID	06/19 REIMB	06/24/19	TRAVEL REIMBURSEMENT FOR STATE HISORICAL PRESV CON	326.92
10201500	114075	07/11/19	2ND TEMP	215017	06/26/19	Water OVERPAYMENT	50.37
10201500	114076	07/11/19	COX BUSINESS	19-Jun	06/29/19	775 N MAIN ST	33.54
10201500	114076	07/11/19	COX BUSINESS	19-Jun	06/29/19	2035 N HUNT HWY	111.31
10201500	114076	07/11/19	COX BUSINESS	19-Jun	06/29/19	425 N PINAL ST	6.28
10201500	114076	07/11/19	COX BUSINESS	19-Jun	06/29/19	TOWN HALL INTERNET	688.00
10201500	114077	07/11/19	DEBBIE NOVOTNY	06/19 REIMB	06/24/19	TRAVEL REIMB FOR STATE HISTORIC PRESV CONF	326.92
10201500	114078	07/11/19	ECM2 LLC	062419-2	06/24/19	Call manager service 2019	1,000.00
10201500	114079	07/11/19	Electrical District No. 2	JUNE/19 66606	07/01/19	DIVERSION DAM RD HWY 79/BOWLIN	267.63
10201500	114080	07/11/19	EMPIRE SOUTHWEST	EMSL00057588	06/28/19	CATEPILLAR 259D COMPACT TRACK LOAD	63,330.38
10201500	114080	07/11/19	EMPIRE SOUTHWEST	EMSL00057588	06/28/19	OVER PO AMOUNT	0.01
10201500	114081	07/11/19	FLORENCE TRUE VALUE HARDWARE	242837	06/22/19	nuts, BOLTS, & SCREWS	22.45
10201500	114081	07/11/19	FLORENCE TRUE VALUE HARDWARE	242838	06/22/19	nuts, BOLTS, & SCREWS	14.37
10201500	114081	07/11/19	FLORENCE TRUE VALUE HARDWARE	242864	06/24/49	nuts, BOLTS, & SCREWS	130.17
10201500	114081	07/11/19	FLORENCE TRUE VALUE HARDWARE	242887	06/25/19	DRILL BIT, ADAPTRE	19.99
10201500	114081	07/11/19	FLORENCE TRUE VALUE HARDWARE	242898	06/26/19	WALNUT FINISH	7.40
10201500	114081	07/11/19	FLORENCE TRUE VALUE HARDWARE	242908	06/26/19	WALNUT FINISH	1.41
10201500	114081	07/11/19	FLORENCE TRUE VALUE HARDWARE	242926	06/27/19	nuts, BOLTS, & SCREWS	14.24
10201500	114081	07/11/19	FLORENCE TRUE VALUE HARDWARE	242929	06/27/19	nuts, BOLTS, & SCREWS	5.85
10201500	114081	07/11/19	FLORENCE TRUE VALUE HARDWARE	242954	06/28/19	BULBS	23.28
10201500	114081	07/11/19	FLORENCE TRUE VALUE HARDWARE	242966	06/29/19	CUTTING BLADES	33.85
10201500	114082	07/11/19	HILL BROTHERS CHEMICAL CO.	50915585	05/23/19	LIQUID CHLORINE BLEACH - MAY-19	1,908.77
10201500	114082	07/11/19	HILL BROTHERS CHEMICAL CO.	50915809	05/23/19	LIQUID CHLORINE BLEACH - MAY	1,302.23
10201500	114082	07/11/19	HILL BROTHERS CHEMICAL CO.	50915913	05/31/19	LIQUID CHLORINE BLEACH	830.47
10201500	114082	07/11/19	HILL BROTHERS CHEMICAL CO.	50915944	05/31/19	LIQUID CHLORINE BLEACH	2,087.04
10201500	114083	07/11/19	Infosend	154896	05/31/19	UTILITY BILLING SERVICE -MAY 19	2,544.30
10201500	114085	07/11/19	JONES AUTO CENTER	178240	06/27/19	GLOW PLUG FOR ST-9	12.31
10201500	114086	07/11/19	LARRY C. HARMER	06/19 REIMB	06/24/19	TRAVEL REIMB STATE HISTORIC PRESERV CONF	289.80
10201500	114088	07/11/19	2ND TEMP	136000	07/08/19	SANITATION OVERPAYMENT	348.71
10201500	114089	07/11/19	MT VISTA MEDICAL CENTER	FF053119	05/31/19	2018-2019 Pharmacy charges FY 18-19 to be billed monthly f	298.72
10201500	114090	07/11/19	PLANE-et Communities LLC	FL-2019-200	06/26/19	TOF Redevelopment Plan Professional svc - May 2019	6,960.00
10201500	114090	07/11/19	PLANE-et Communities LLC	FL-2019-200	06/26/19	SERVICES - JUNE 2019	135.00
10201500	114092	07/11/19	RIGHT AWAY DISPOSAL LLC	2590333	05/15/19	SWWTP 16 DUMP & RETURN - MAY 1-15	3,920.00

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10201500	114092	07/11/19	RIGHT AWAY DISPOSAL LLC	2590333	05/15/19	NWWTP 1 DUMP & RETURN - MAY 1-15	245.00
10201500	114092	07/11/19	RIGHT AWAY DISPOSAL LLC	2595937	05/31/19	SWWTP 17 DUMP & RETURN MAY 15-31	4,175.00
10201500	114092	07/11/19	RIGHT AWAY DISPOSAL LLC	2595937	05/31/19	NWWTP 2 DUMP & RETURN - MAY 15-31	490.00
10201500	114092	07/11/19	RIGHT AWAY DISPOSAL LLC	2628758	06/15/19	SWWTP 19 DUMP & RETURN - JUNE 1-15	4,655.00
10201500	114092	07/11/19	RIGHT AWAY DISPOSAL LLC	2628758	06/15/19	NWWTP 1 DUMP & RETURN - JUNE 1-15	245.00
10201500	114092	07/11/19	RIGHT AWAY DISPOSAL LLC	110	05/15/19	SWWTP 120.88 TON - MAY 1-15	2,417.60
10201500	114092	07/11/19	RIGHT AWAY DISPOSAL LLC	110	05/15/19	NWWTP .32 TON -MAY 1-15	6.40
10201500	114092	07/11/19	RIGHT AWAY DISPOSAL LLC	132	05/31/19	SWWTP 120.92 TON-MAY 15-31	2,418.40
10201500	114092	07/11/19	RIGHT AWAY DISPOSAL LLC	132	05/31/19	NWWTP 8.87 TON - MAY 15-31	177.40
10201500	114092	07/11/19	RIGHT AWAY DISPOSAL LLC	150	06/15/19	SWWTP 144.92 TON - JUNE 1-15	2,898.40
10201500	114092	07/11/19	RIGHT AWAY DISPOSAL LLC	150	06/15/19	NWWTP .48 TON-JUNE 1-15	9.60
10201500	114093	07/11/19	SHRED-IT USA	8127493916	05/14/19	MONTHLY SHREDDING FOR TOWN HALL AND PD	68.00
10201500	114093	07/11/19	SHRED-IT USA	8127493916	05/14/19	POLICE/TOWN HALL SHREDDING	68.00
10201500	114094	07/11/19	Superstition Fire & Medical District	5342	06/27/19	shop 139 Maintenance, lights, filters clamps	3,518.99
10201500	114096	07/11/19	USABlueBook - ACCT 703717	850531.1	03/27/19	REPLACEMENT CK DUE TO FRAUD	1,295.67
10201500	114096	07/11/19	USABlueBook - ACCT 703717	853080.1	03/29/19	REPLACEMENT CK DUE TO FRAUD	266.16
10201500	114097	07/11/19	VICTORIA KNIGHT	JUN/19 REIMB	06/24/19	TRAVEL REIMB FOR ST HIST PRESERV CONF	326.92
10201500	114098	07/11/19	WEX BANK	6005284	06/30/19	FUEL-ADMIN	33.47
10201500	114098	07/11/19	WEX BANK	6005284	06/30/19	FUEL PD ADMIN	159.67
10201500	114098	07/11/19	WEX BANK	6005284	06/30/19	FUEL PD VOLUNTEERS	27.19
10201500	114098	07/11/19	WEX BANK	6005284	06/30/19	FUEL PD OPERATIONS	7,653.29
10201500	114098	07/11/19	WEX BANK	6005284	06/30/19	FUEL FIRE ADMIN	649.43
10201500	114098	07/11/19	WEX BANK	6005284	06/30/19	FUEL-FIRE 541	964.62
10201500	114098	07/11/19	WEX BANK	6005284	06/30/19	FUEL FIRE 542	834.92
10201500	114098	07/11/19	WEX BANK	6005284	06/30/19	FUEL COM DEVELOPMENT	193.90
10201500	114098	07/11/19	WEX BANK	6005284	06/30/19	FUEL PARKS MAINT	722.85
10201500	114098	07/11/19	WEX BANK	6005284	06/30/19	FUEL PARKS REC	311.15
10201500	114098	07/11/19	WEX BANK	6005284	06/30/19	FUEL SENIOR CENTER	333.70
10201500	114098	07/11/19	WEX BANK	6005284	06/30/19	FUEL ENGINEERING	75.71
10201500	114098	07/11/19	WEX BANK	6005284	06/30/19	FUEL FAC MAINT	310.11
10201500	114098	07/11/19	WEX BANK	6005284	06/30/19	FUEL FLEET	107.54
10201500	114098	07/11/19	WEX BANK	6005284	06/30/19	FUEL - FLEET	82.37
10201500	114098	07/11/19	WEX BANK	6005284	06/30/19	FUEL - HURF	3,949.24
10201500	114098	07/11/19	WEX BANK	6005284	06/30/19	FUEL - SANITATION	151.36
10201500	114098	07/11/19	WEX BANK	6005284	06/30/19	FUEL - WTER	962.69
10201500	114098	07/11/19	WEX BANK	6005284	06/30/19	FUEL - SEWER	171.50
10201500	114098	07/11/19	WEX BANK	6005284	06/30/19	FUEL - N SEWER	419.44
10201500	114098	07/11/19	WEX BANK	6005284	06/30/19	FUEL - IT	48.56
10201500	114100	07/12/19	Arizona Police Psychology PLLC	190154	06/28/19	Psychol.for 2 recruits	600.00
10201500	114103	07/12/19	INT'L ASSOC OF CHIEF OF POLICE	47786	06/04/19	Annual Dues: Lt. Tryon	190.00
10201500	114104	07/12/19	PINAL CO ANIMAL CARE & CONTROL	Jun-19	07/03/19	June 2019 Animal Care & Control	821.22
10201500	114107	07/12/19	TAYLOR MADE CUSTOM CONCRETE	25070	06/17/19	Stamp/stain concrete at Silver King	10,550.00
10201500	114108	07/18/19	315 FIRE PROTECTION SERVICES	1078	03/15/19	PW FIRE SUPPRESSION SYSTEM 010-531	4,868.32

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10201500	114108	07/18/19	315 FIRE PROTECTION SERVICES	1078	03/15/19	PW FIRE SUPPRESSION SYSTEM 012-518	29,209.89
10201500	114108	07/18/19	315 FIRE PROTECTION SERVICES	1078	03/15/19	PW FIRE SUPPRESSION SYSTEM 052-574	9,736.63
10201500	114108	07/18/19	315 FIRE PROTECTION SERVICES	1078	03/15/19	PW FIRE SUPPRESSION SYSTEM 012-575	4,868.32
10201500	114110	07/18/19	ALLESSANDRA ALLEN	JUN/19 MILEAGE	06/30/19	MILEAGE REIMBURSEMENT (CONF. 06/20/19-06/21/19)	145.46
10201500	114112	07/18/19	ARIZONA DEPARTMENT OF CORRECTIONS-IT/ A04116 20190523		05/28/19	Inmate Labor - Streets	20.00
10201500	114112	07/18/19	ARIZONA DEPARTMENT OF CORRECTIONS-IT/ A04116 20190523		05/28/19	Inmate Labor - Cemetery	32.00
10201500	114115	07/18/19	Arizona's Best Choice Pest & Termite Svc	639766	06/20/19	GOPHER CONTROL AT PARKS, SENIOR CENTER AND LITTLE LE	235.00
10201500	114116	07/18/19	Automated Environments	122420	06/04/19	Advanced Programming services for the community center p	300.00
10201500	114118	07/18/19	Brady Industries, LLC	6169212	06/28/19	trash liners for Park Maintenance	272.46
10201500	114119	07/18/19	CASA GRANDE COURIER INC.	1454	07/08/19	WATER COURIER CONTRACT SERVICES - JUN/19	160.00
10201500	114119	07/18/19	CASA GRANDE COURIER INC.	1454	07/08/19	WATER COURIER CONTRACT SERVICES-JUNE/19	1,262.40
10201500	114119	07/18/19	CASA GRANDE COURIER INC.	1454	07/08/19	WATER COURIER CONTRACT SERVICES-JUN/19	315.60
10201500	114120	07/18/19	Casa Grande Valley Newspaper Inc.	6192048	06/30/19	FY 18-19 Ads for events	82.00
10201500	114120	07/18/19	Casa Grande Valley Newspaper Inc.	6192048	06/30/19	ADS FOR SPECIAL EVENTS	388.00
10201500	114120	07/18/19	Casa Grande Valley Newspaper Inc.	6192048	06/30/19	BALANCE FROM PO #51801	289.21
10201500	114120	07/18/19	Casa Grande Valley Newspaper Inc.	6193017	06/20/19	AZ TPT TAX MERRILL RANCH #1	1,211.76
10201500	114120	07/18/19	Casa Grande Valley Newspaper Inc.	6193017	06/20/19	AZ TPT TAX LEVY PRESS RELEASE	70.13
10201500	114120	07/18/19	Casa Grande Valley Newspaper Inc.	6193017	06/20/19	AZ TPT TAX OFFICIAL BUDGET 2020	471.24
10201500	114120	07/18/19	Casa Grande Valley Newspaper Inc.	6193017	06/20/19	TRUTH IN TAXATION	353.43
10201500	114120	07/18/19	Casa Grande Valley Newspaper Inc.	6193017	06/20/19	AZ TPT TAX LEVY	168.30
10201500	114120	07/18/19	Casa Grande Valley Newspaper Inc.	6193017	06/20/19	AZ TPT TAX SECONDARY TAX LEVY	168.30
10201500	114120	07/18/19	Casa Grande Valley Newspaper Inc.	6193017	06/20/19	AZ TPT TAX SECONDARY TAX CFD #2	168.30
10201500	114120	07/18/19	Casa Grande Valley Newspaper Inc.	6193017	06/20/19	AZ TPT TAX MERRILL RANCH #2	1,211.76
10201500	114120	07/18/19	Casa Grande Valley Newspaper Inc.	6193017	06/20/19	PUBLIC NOTICE TOWN OF FLORENCE	64.52
10201500	114120	07/18/19	Casa Grande Valley Newspaper Inc.	6193017	06/20/19	AZ TPT TAX PZ-19-18	48.47
10201500	114120	07/18/19	Casa Grande Valley Newspaper Inc.	6193017	06/20/19	AZ TPT TAX 2ND PUBLIC HEARING	123.38
10201500	114120	07/18/19	Casa Grande Valley Newspaper Inc.	6193017	06/20/19	AZ TPT TAX OFFICIAL BUDGET 2020	1,447.38
10201500	114120	07/18/19	Casa Grande Valley Newspaper Inc.	6193017	06/20/19	CREDIT ON ACCOUNT	(53.29)
10201500	114121	07/18/19	COMMERCIAL POOL REPAIR	17335	06/12/19	SUBMERSIBLE DEWATERING PUMP	734.85
10201500	114125	07/18/19	DEPT OF ECONOMIC SECURITY	2040010	07/12/19	U/I BENEFITS FOR ENDING 2ND QUARTER-MAUREEN MCDON	320.36
10201500	114126	07/18/19	DeVries Backflow	1	06/20/19	Backflow Inspection and Repairs for TOF	871.03
10201500	114127	07/18/19	DH Pace Company Inc.	SVC/72108	05/30/19	CALL-OUT FOR FACILITIES (DOOR PM'S)	600.00
10201500	114128	07/18/19	East Valley Wellness Center LLC	39	06/28/19	FY 18-19 firefighter physicals Scherm, Kells	885.00
10201500	114128	07/18/19	East Valley Wellness Center LLC	39	06/28/19	FY 18-19 Fire fighter physicals Christensen, Pine	1,010.00
10201500	114128	07/18/19	East Valley Wellness Center LLC	39	06/28/19	FY 18-19 Firefighter physicals Walter, Kemp	1,385.00
10201500	114129	07/18/19	EPS GROUP INC	16-417-20	07/05/19	MAY19-JUNE 15	625.00
10201500	114130	07/18/19	FLORENCE TRUE VALUE HARDWARE	242315	05/20/19	ANTI-VANDAL SPRAY, OOPS REMOVER	25.90
10201500	114130	07/18/19	FLORENCE TRUE VALUE HARDWARE	242340	05/22/19	XL MESH CWHDE GLOVE, XL GRAIN COWHIDE	58.94
10201500	114130	07/18/19	FLORENCE TRUE VALUE HARDWARE	242362	05/23/19	nuts, BOLTS & SCREWS	8.82
10201500	114130	07/18/19	FLORENCE TRUE VALUE HARDWARE	242371	05/23/19	1/4X2X4 BC PLYWOOD, ME6 16/3 PWR REPL CORD"	26.98
10201500	114130	07/18/19	FLORENCE TRUE VALUE HARDWARE	242450	05/30/19	KEY CUT, HD PLUNGER, PURPLUBE, BATTERY	83.80
10201500	114130	07/18/19	FLORENCE TRUE VALUE HARDWARE	242458	05/30/19	6' GREENSTUDDED T FENCEPOST	39.27
10201500	114130	07/18/19	FLORENCE TRUE VALUE HARDWARE	242462	05/30/19	8 OZ HD GOOF OFF	5.27

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10201500	114130	07/18/19	FLORENCE TRUE VALUE HARDWARE	242465	05/31/19	SEAL TAPE, WASP FOAM, COUPLING, PVC PIPE	38.94
10201500	114130	07/18/19	FLORENCE TRUE VALUE HARDWARE	242489	06/03/19	14 OZ BRAKLEEN NONCHLORINATED	14.79
10201500	114130	07/18/19	FLORENCE TRUE VALUE HARDWARE	242635	06/10/19	GT 17.5OZ FOAN WASPSPRAY, 3 CTR STRIP FIXED SPRAY"	14.41
10201500	114130	07/18/19	FLORENCE TRUE VALUE HARDWARE	242648	06/11/19	BPO FOR OPERATING SUPPLIES-STREETS	0.63
10201500	114130	07/18/19	FLORENCE TRUE VALUE HARDWARE	242723	06/14/19	BPO FOR OPERATING SUPPLIES-STREETS	3.34
10201500	114130	07/18/19	FLORENCE TRUE VALUE HARDWARE	242732	06/17/19	NUTS, BOLTS & SCREWS	16.38
10201500	114130	07/18/19	FLORENCE TRUE VALUE HARDWARE	242733	06/17/19	MASONRY BIT	8.99
10201500	114130	07/18/19	FLORENCE TRUE VALUE HARDWARE	242737	06/17/19	CREDIT FOR INV #242732	(16.38)
10201500	114130	07/18/19	FLORENCE TRUE VALUE HARDWARE	242738	06/17/19	Bolts, nuts, screws	17.04
10201500	114130	07/18/19	FLORENCE TRUE VALUE HARDWARE	242741	06/17/19	COMBINATION SQUARE	7.40
10201500	114130	07/18/19	FLORENCE TRUE VALUE HARDWARE	242770	06/18/19	CAULK, GROUT, PUTTY KNIFE	19.96
10201500	114130	07/18/19	FLORENCE TRUE VALUE HARDWARE	242784	06/19/19	FOAM STUCCO PATCH	16.90
10201500	114130	07/18/19	FLORENCE TRUE VALUE HARDWARE	242793	06/19/19	PVC	2.93
10201500	114130	07/18/19	FLORENCE TRUE VALUE HARDWARE	242803	06/20/19	WALL PLATE, FUSE	10.31
10201500	114130	07/18/19	FLORENCE TRUE VALUE HARDWARE	242809	06/20/19	PAIL, MORTAR	17.09
10201500	114130	07/18/19	FLORENCE TRUE VALUE HARDWARE	242814	06/20/19	TAPE	13.74
10201500	114130	07/18/19	FLORENCE TRUE VALUE HARDWARE	242856	06/24/19	GT 4WY BRS MANIFOLD	22.58
10201500	114130	07/18/19	FLORENCE TRUE VALUE HARDWARE	242931	06/27/19	BPO FOR OPERATING SUPPLIES-STREETS	1.86
10201500	114135	07/18/19	LANTIS PRODUCTIONS INC	19050	03/19/19	Fireworks display for 4th of July event FY 20	18,000.00
10201500	114136	07/18/19	MICHAEL J. SCHERM	21674306	06/21/19	reimbursement for OFFICE SUPPLIES FOR CERT CLASS	30.51
10201500	114137	07/18/19	MOTOROLA SOLUTIONS INC.	40591	06/05/19	Spillman annual maintenance 07/01/2019 - 06/30/2020 - PD	16,063.18
10201500	114139	07/18/19	2ND TEMP	2000613.002	07/16/19	REFUND FOR SWIM LESSONS	25.00
10201500	114140	07/18/19	OFFICE DEPOT INC	3.31E+11	06/20/19	NAME PLATES FOR TURN OUT LOCKERS	300.00
10201500	114140	07/18/19	OFFICE DEPOT INC	3.31E+11	06/20/19	BALANCE FROM PO 52311	22.25
10201500	114142	07/18/19	SCHOLZ CONTRACTING LLC	3	06/30/19	CIP SU-20 RECHARGE FACILITY	207,411.10
10201500	114142	07/18/19	SCHOLZ CONTRACTING LLC	3	06/30/19	20% TOWN CONTINGENCY	32,276.30
10201500	114144	07/18/19	SIMS MACKEN LTD	25019	07/08/19	legal MATTERS FOR JUNE/19	967.50
10201500	114146	07/18/19	Staples Business Advantage	7220064227-0-1	06/25/19	Office Supplies	178.65
10201500	114146	07/18/19	Staples Business Advantage	7220064227-0-2	06/25/19	Office Supplies	9.07
10201500	114146	07/18/19	Staples Business Advantage	7220828931-1-1	06/25/19	Office Supplies	127.46
10201500	114147	07/18/19	SUBEX INC	40000414	06/30/19	Subex Cybersecurity Agreement - Annual (approved on conse	2,083.34
10201500	114149	07/18/19	Tri-City Express Care LLC 935	4029347	07/15/19	Employee drug testing	3,239.00
10201500	114151	07/19/19	ARIZONA PUBLIC SERVICE	8742601000 JUN/19	07/10/19	201 N GRANITE ST	38.83
10201500	114151	07/19/19	ARIZONA PUBLIC SERVICE	8742601000 JUN/19	07/10/19	E 6ST	62.98
10201500	114151	07/19/19	ARIZONA PUBLIC SERVICE	8742601000 JUN/19	07/10/19	775 N MAIN ST	4,608.32
10201500	114151	07/19/19	ARIZONA PUBLIC SERVICE	8742601000 JUN/19	07/10/19	SW COR MAIN & BUTTE TRLG SIG	63.96
10201500	114151	07/19/19	ARIZONA PUBLIC SERVICE	8742601000 JUN/19	07/10/19	72 E 1ST	1,592.91
10201500	114151	07/19/19	ARIZONA PUBLIC SERVICE	8742601000 JUN/19	07/10/19	778 N MAIN ST	6,664.75
10201500	114151	07/19/19	ARIZONA PUBLIC SERVICE	8742601000 JUN/19	07/10/19	218 E 8TH ST	745.53
10201500	114151	07/19/19	ARIZONA PUBLIC SERVICE	8742601000 JUN/19	07/10/19	565 S QUARTZ ST WELL 5	1,084.59
10201500	114151	07/19/19	ARIZONA PUBLIC SERVICE	8742601000 JUN/19	07/10/19	77 W RUGGLES ST	89.29
10201500	114151	07/19/19	ARIZONA PUBLIC SERVICE	8742601000 JUN/19	07/10/19	227 W 20 ST	927.02
10201500	114151	07/19/19	ARIZONA PUBLIC SERVICE	8742601000 JUN/19	07/10/19	200 E 6 ST	3,785.93

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10201500	114151	07/19/19	ARIZONA PUBLIC SERVICE	8742601000 JUN/19	07/10/19	330 N PINAL ST	1,576.34
10201500	114151	07/19/19	ARIZONA PUBLIC SERVICE	8742601000 JUN/19	07/10/19	460 N WARNER ST	12.52
10201500	114151	07/19/19	ARIZONA PUBLIC SERVICE	8742601000 JUN/19	07/10/19	444 N WARNER ST	981.28
10201500	114151	07/19/19	ARIZONA PUBLIC SERVICE	8742601000 JUN/19	07/10/19	4552 N HUNT HWY	158.28
10201500	114151	07/19/19	ARIZONA PUBLIC SERVICE	8742601000 JUN/19	07/10/19	1817 N HUNT HWY 50%	128.22
10201500	114151	07/19/19	ARIZONA PUBLIC SERVICE	8742601000 JUN/19	07/10/19	1817 N HUNT HWY 50%	128.22
10201500	114151	07/19/19	ARIZONA PUBLIC SERVICE	8742601000 JUN/19	07/10/19	2035 N HUNT HWY	1,709.90
10201500	114151	07/19/19	ARIZONA PUBLIC SERVICE	8742601000 JUN/19	07/10/19	289 N MAIN ST UNIT 1-2	97.12
10201500	114151	07/19/19	ARIZONA PUBLIC SERVICE	8742601000 JUN/19	07/10/19	133 N MAIN ST	825.06
10201500	114151	07/19/19	ARIZONA PUBLIC SERVICE	8742601000 JUN/19	07/10/19	425 E RUGGLES 50%	5,897.83
10201500	114151	07/19/19	ARIZONA PUBLIC SERVICE	8742601000 JUN/19	07/10/19	425 E RUGGLES ST 50%	5,897.83
10201500	114151	07/19/19	ARIZONA PUBLIC SERVICE	8742601000 JUN/19	07/10/19	174 W 1ST UNIT #2	4,906.33
10201500	114151	07/19/19	ARIZONA PUBLIC SERVICE	8742601000 JUN/19	07/10/19	425 E RUGGLES ST	543.90
10201500	114151	07/19/19	ARIZONA PUBLIC SERVICE	8742601000 JUN/19	07/10/19	425 E RUGGLES ST REAR	71.42
10201500	114151	07/19/19	ARIZONA PUBLIC SERVICE	8742601000 JUN/19	07/10/19	425 E RUGGLES ST REAR	620.50
10201500	114151	07/19/19	ARIZONA PUBLIC SERVICE	8742601000 JUN/19	07/10/19	121J W 22 ST PARK	117.95
10201500	114151	07/19/19	ARIZONA PUBLIC SERVICE	8742601000 JUN/19	07/10/19	364 N UNIVERSITY	316.15
10201500	114151	07/19/19	ARIZONA PUBLIC SERVICE	8742601000 JUN/19	07/10/19	2300 W 1ST	2,406.43
10201500	114151	07/19/19	ARIZONA PUBLIC SERVICE	8742601000 JUN/19	07/10/19	24 W RUGGLES ST-MC FARLAND	59.61
10201500	114151	07/19/19	ARIZONA PUBLIC SERVICE	8742601000 JUN/19	07/10/19	24 W RUGGLES ST	564.53
10201500	114151	07/19/19	ARIZONA PUBLIC SERVICE	8742601000 JUN/19	07/10/19	2028 N HUNT HWY FIRE #2 TRAF LT	117.37
10201500	114151	07/19/19	ARIZONA PUBLIC SERVICE	8742601000 JUN/19	07/10/19	440 N MAIN ST SK	237.65
10201500	114151	07/19/19	ARIZONA PUBLIC SERVICE	8742601000 JUN/19	07/10/19	440 N MAIN ST STE 101	180.89
10201500	114151	07/19/19	ARIZONA PUBLIC SERVICE	8742601000 JUN/19	07/10/19	440 N MAIN ST STE 202	182.32
10201500	114151	07/19/19	ARIZONA PUBLIC SERVICE	8742601000 JUN/19	07/10/19	440 N MAIN ST STE 201	125.47
10201500	114151	07/19/19	ARIZONA PUBLIC SERVICE	8742601000 JUN/19	07/10/19	440 N MAIN ST STE 102	188.01
10201500	114151	07/19/19	ARIZONA PUBLIC SERVICE	8742601000 JUN/19	07/10/19	28 E 11ST ST	81.00
10201500	114151	07/19/19	ARIZONA PUBLIC SERVICE	8742601000 JUN/19	07/10/19	100 S PLANT RD	19,234.81
10201500	114151	07/19/19	ARIZONA PUBLIC SERVICE	8742601000 JUN/19	07/10/19	PINAL PKWY	95.71
10201500	114151	07/19/19	ARIZONA PUBLIC SERVICE	8742601000 JUN/19	07/10/19	600 N MAIN ST IT	455.40
10201500	114151	07/19/19	ARIZONA PUBLIC SERVICE	8742601000 JUN/19	07/10/19	425 N PINAL ST PD	1,586.38
10201500	114151	07/19/19	ARIZONA PUBLIC SERVICE	8742601000 JUN/19	07/10/19	3180 N HUNT HWY	164.16
10201500	114152	07/19/19	BIA	JUN/19 110033	07/02/19	723 N PINAL PKWY-TRAFFIC LIGHT	87.60
10201500	114153	07/19/19	CENTURYLINK	JUN-19 7500	06/07/19	MAIN TRUNK LINE	182.66
10201500	114154	07/19/19	CENTURYLINK	JUN/19-0118.0238	06/28/19	9-1-1 LOCATOR	79.28
10201500	114154	07/19/19	CENTURYLINK	JUN/19-0118.0238	06/28/19	0118 TRUNK LINE	527.06
10201500	114155	07/19/19	COX BUSINESS	JUN/19 1501	06/27/19	778 N MAIN ST	128.77
10201500	114156	07/19/19	Electrical District No. 2	JUN/19 66289	07/08/19	7158J W HUNT HWY SIGNAL LT	42.44
10201500	114157	07/19/19	Infosend	156238	06/28/19	JUNE/19 UTILITY BILLING	2,455.30
10201500	114158	07/19/19	Johnson Utilities	JUN/19 8081-01	07/05/19	2035 N HUNT HWY FD#2	46.00
10201500	114158	07/19/19	Johnson Utilities	JUN/19 8082-01	07/05/19	2035 N HUNT HWY FD#2	306.63
10201500	114159	07/19/19	OFFICE DEPOT INC	3.32677E+11	06/21/19	Office Supplies	153.83
10201500	114159	07/19/19	OFFICE DEPOT INC	3.33309E+11	06/24/19	Office Supplies	48.17



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10201500	114161	07/19/19	2ND TEMP	2356	06/06/19	REFUND PER CUST REQUEST	984.00
10201500	114162	07/19/19	SOUTHWEST GAS CORPORATION	19-Jul	07/10/19	200 E 6TH ST.	31.27
10201500	114162	07/19/19	SOUTHWEST GAS CORPORATION	19-Jul	07/10/19	133 N MAIN ST	31.27
10201500	114162	07/19/19	SOUTHWEST GAS CORPORATION	19-Jul	07/10/19	330 N PINAL ST	48.23
10201500	114162	07/19/19	SOUTHWEST GAS CORPORATION	19-Jul	07/10/19	200 W 20TH ST	31.27
10201500	114162	07/19/19	SOUTHWEST GAS CORPORATION	19-Jul	07/10/19	174 W 1st ST #2	90.98
10201500	114162	07/19/19	SOUTHWEST GAS CORPORATION	19-Jul	07/10/19	72 E 1st Street	81.10
10201500	114162	07/19/19	SOUTHWEST GAS CORPORATION	19-Jul	07/10/19	2035 N HUNT HWY	92.08
10201500	114166	07/24/19	AAED	300003040	05/29/19	Renewal for FY 2019/2010	273.00
10201500	114167	07/24/19	American Legal	128837	06/14/19	2019 S-16 Supplement pages	3,591.57
10201500	114169	07/24/19	AQUATIC ENVIRONMENTAL	IN45956	05/24/19	Calcium Hypochlorite Mixture and Pulsar Briquettes for Pool	2,026.66
10201500	114170	07/24/19	Arizona Academy of	1703204.2	07/10/18	EMS/PARAMEDIC REFRESHERS - RE-ISSUE VOID CK #111683	3,750.00
10201500	114171	07/24/19	ARIZONA DEPARTMENT OF CORRECTIONS-IT/A04118B 20190703		07/09/19	INMATE LABOR FOR PARKS & RECREATION	48.00
10201500	114173	07/24/19	Banner Occupational Health Clinics	651066	07/02/19	Physicals for 3 recruits-JUNE 2019	925.00
10201500	114177	07/24/19	DICKINSON WRIGHT PLLC	1380938	06/21/19	legal services: ACC Johnson Utilites MAY 2019	3,839.42
10201500	114179	07/24/19	EUSI LLC	2727	06/03/19	LEGAL SERVICES: JOHNSON UTILITIES CONSULTANT	1,996.72
10201500	114179	07/24/19	EUSI LLC	JUN/19 2750	07/05/19	PROFESSIONAL SERVICES - JUNE 2019	717.00
10201500	114180	07/24/19	FLORENCE TRUE VALUE HARDWARE	242468	06/25/19	HARDWARE	2.85
10201500	114181	07/24/19	Goserco, Inc.	10416	05/10/19	Annual Audiolog Maint.	1,857.23
10201500	114183	07/24/19	GREENPLAY LLC	6510	07/10/19	Parks and Recreation Comprehensive Plan	12,251.25
10201500	114184	07/24/19	Gust Rosenfeld P.L.C.	351911	07/02/19	legal services: Environmental Appeals MAY/JUNE 2019	15,824.52
10201500	114185	07/24/19	HILL BROTHERS CHEMICAL CO.	50916219	06/26/19	Chemicals for Pool	1,590.28
10201500	114186	07/24/19	International Economic	EIDC PA4 19/29	05/03/19	Membership Renewal for FY 2019/2010	435.00
10201500	114193	07/24/19	MONROE SYSTEMS FOR BUSINESS	IN81577	06/05/19	3 Desktop Calculators and 12 pack ribbon	497.34
10201500	114193	07/24/19	MONROE SYSTEMS FOR BUSINESS	IN81577	06/05/19	BALANCE SHORT FROM PO 52255	12.00
10201500	114194	07/24/19	PETTY CASH - PARKS	62819	06/28/19	FTC MERCURY GAME-PARKING FEE	10.00
10201500	114196	07/24/19	PINAL NUTRITION PROGRAM	528217010	07/02/19	monthly senior meals for the month of June 2019	786.94
10201500	114198	07/24/19	RYLEY CARLOCK & APPLEWHITE	290409	07/12/19	Legal services: Adjudication Claims JUNE 2019	396.00
10201500	114199	07/24/19	SIMS MACKEN LTD	25038	06/30/19	legal services: FLORENCE VS FCI JUNE 2019	5,308.46
10201500	114201	07/24/19	TARA WALTER	JUN/19 PER DIEM	06/26/19	Per Diem for Arizona-Mexico Commssion 60th Anniv. Summi	323.39
10201500	114202	07/24/19	Truly Painting & More LLC	2372	06/30/19	Painting and prep service FOR SK (95% COMPLETION PAYMEI	16,735.00
10201500	114204	07/24/19	WESTLAND RESOURCES INC	48609015	07/16/19	EA and CRI for Poston Butte Preserve Expansion- change ord	3,072.07
<b>Total</b>							<b>1,035,820.85</b>
<b>United Way</b>							
10241000	114150	07/18/19	UNITED WAY OF PINAL COUNTY	PPE 07/5/19	07/16/19	EMPLOYEES CONTRIBUTIONS	97.50
<b>New York Life Payable</b>							
10243000	114138	07/18/19	NEW YORK LIFE INSURANCE	JULY/19 006929080 7	07/03/19	JULY INVOICE	647.37
<b>Administration</b>							
10502207	114148	07/18/19	T-MOBILE USA INC.	96909583	06/02/19	JUNE GPS 2019	27.82

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10502402	114066	07/11/19	Ben Bitter	ACMA/2019	07/02/19	Per Diem for the 2019 ACMA Summer Conference	186.36
10502403	114069	07/11/19	BRENT BILLINGSLEY	ACMA/2019	07/02/19	Per Diem for the 2019 ACMA Summer Conference	186.36
10502403	114087	07/11/19	MARIA HERNANDEZ	AMCA/2019	07/08/19	Per Diem for 2019 AMCA Conference	217.46
<b>Total</b>							<b>618.00</b>
<b>Legal</b>							
10504217	113677	07/22/19	Arizona Department of	MAY/19 LC2017-000466	04/02/19	FLORENCE COPPER LITIGATION LC2017-000466	138,000.00
<b>Human Resources</b>							
10508217	114149	07/18/19	Tri-City Express Care LLC 935	4029347.2	07/03/19	Post offer drug testing and DOT random drug testing	112.00
10508314	114187	07/24/19	KISS THE CHEF CATERING	2019 TOF HOLIDAY	07/11/19	Deposit for Annual Employee Appreciation Luncheon	2,910.84
10508401	114031	07/03/19	IPMA-HR	INV-46442-L9WOK2	06/03/19	19/20 MEMBERSHIP DUES	149.00
10508401	114182	07/24/19	Grand Canyon State	GCSIPMA/2020	07/24/19	Membership RENEWAL	45.00
<b>Total</b>							<b>3,216.84</b>
<b>Community Development</b>							
10510207	114148	07/18/19	T-MOBILE USA INC.	96909583	06/02/19	JUNE GPS 2019	27.82
10510408	114203	07/24/19	WATER SHED	400002479	07/10/19	Water Delivery Service - BPO FY 19/20	32.90
<b>Total</b>							<b>60.72</b>
<b>Police Administration</b>							
10511209	114101	07/12/19	DANIEL HUGHES	3393-190707-2	07/07/19	Reimbursement for steering wheel cover	21.43
10511302	114203	07/24/19	WATER SHED	400002511	07/15/19	Ice for PD	28.63
<b>Total</b>							<b>50.06</b>
<b>Police Operations</b>							
10514209	114085	07/11/19	JONES AUTO CENTER	59808	07/03/19	WHEEL ALIGNMENT FOR PD 808HS	110.87
10514209	114102	07/12/19	Day Auto Supply Inc	777628	07/02/19	sTOCK OIL & FILTER FOR PD	13.02
10514209	114102	07/12/19	Day Auto Supply Inc	777660	07/03/19	Parts for Fleet	63.33
10514209	114102	07/12/19	Day Auto Supply Inc	777679	07/03/19	LOCKNUT FOR PD G-043FM	5.05
10514209	114102	07/12/19	Day Auto Supply Inc	777900	07/08/19	sTOCK OIL FOR PD	65.39
10514209	114102	07/12/19	Day Auto Supply Inc	777943	07/08/19	GAS CAP FOR PD G-009FM	18.53
10514209	114102	07/12/19	Day Auto Supply Inc	778035	07/09/19	sTOCK BRAKE PADS & ROTORS FOR PD	319.52
10514314	114160	07/19/19	Precision Polygraph & Investigation LLC	14	07/15/19	Polygraph for 3 recruits	450.00
10514401	114106	07/12/19	ROCKY MOUNTAIN INFO NETWORK	24571	07/01/19	Annual Dues	100.00
10514403	114060	07/08/19	WESTERN AZ LAW ENFORCEMENT TRAINING	WALETA/#19-28	06/18/19	Deposit for (1) Recruit	500.00
10514403	114114	07/18/19	ARIZONA NARCOTIC OFFICERS ASSOC.	977235840	07/03/19	Registration Fee for T. Murphy: Conference	375.00
10514403	114163	07/19/19	TIMOTHY MURPHY	JUL/19 PER DIEM	07/09/19	Per Diem for Training	60.00
10514403	114165	07/19/19	WESTERN AZ LAW ENFORCEMENT TRAINING	19-28	07/15/19	Balance due for 1 recruit- academy	2,000.00
<b>Total</b>							<b>4,080.71</b>
<b>Fire Administration</b>							

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10515402	114123	07/18/19	DAVID STRAYER	1902	07/09/19	Travel reimbursement for meal	28.14
<b>Fire Station #1</b>							
10516209	114132	07/18/19	HUGHES TOWING	19-04989	07/16/19	Towing for FD G-346ES	300.00
10516209	114133	07/18/19	JONES AUTO CENTER	178518	07/16/19	RADIATOR FOR FD G-349ES	412.08
10516209	114175	07/24/19	Day Auto Supply Inc	778669	07/17/19	COOLANT FOR FD G-346ES	28.37
10516321	114188	07/24/19	Life Assist Inc	931411	07/11/19	EMS supplies	449.81
<b>Total</b>							<b>1,190.26</b>
<b>Information Technology</b>							
10519207	114148	07/18/19	T-MOBILE USA INC.	96909583	06/02/19	JUNE GPS 2019	13.91
10519211	114180	07/24/19	FLORENCE TRUE VALUE HARDWARE	243038	07/05/19	6 FT EXTENSION CORD	12.69
10519323	114111	07/18/19	ArchiveSocial	7542	07/01/19	ArchiveSocial economy package - Social Media archiving	2,388.00
<b>Total</b>							<b>2,414.60</b>
<b>Parks &amp; Recreation Administration</b>							
10521207	114148	07/18/19	T-MOBILE USA INC.	96909583	06/02/19	JUNE GPS 2019	97.37
<b>Park Maintenance</b>							
10522207	114172	07/24/19	Arizona's Best Choice Pest & Termite Svc	641035	07/01/19	GOPHER CONTROL AT HERITAGE, SENIOR CENTER AND LITTLI	235.00
10522207	114172	07/24/19	Arizona's Best Choice Pest & Termite Svc	6413178	07/15/19	Gopher control Heritage/Senior Center and Little League	235.00
10522208	114176	07/24/19	DeVries Backflow	71619	07/16/19	Backflow Testing and Repair	195.00
10522209	114175	07/24/19	Day Auto Supply Inc	778160	07/10/19	OIL & FILTER FOR PR-12	80.76
10522209	114200	07/24/19	STOTZ EQUIPMENT	P13565	07/15/19	FUEL INJECTOR & GASKET FOR PR-12	190.55
10522209	114200	07/24/19	STOTZ EQUIPMENT	P13728	07/15/19	HOOD LATCH FOR PR-12	138.59
10522222	114197	07/24/19	RICK HALL	28684	07/01/19	STANDARD PORTABLE TOILET SERVICED 1xWEEK- MAIN ST. P	70.98
10522302	114203	07/24/19	WATER SHED	400002410	07/01/19	DRINKING WATER FOR PARK MAINTENANCE STAFF	26.33
10522303	114200	07/24/19	STOTZ EQUIPMENT	P90101	07/18/19	Transfer pump for water wagon	161.34
10522403	114178	07/24/19	Elijah White	JUL/19 PER DIEM	07/16/19	Per Diem for Turf Care and Installation Training	15.00
10522403	114191	07/24/19	MICHAEL GROVES	JUL/19 PER DIEM	07/16/19	Per Diem for Turf Care and Installation Training	15.00
10522403	114192	07/24/19	MIKE LOPEZ JR.	JUL PER DIEM	07/16/19	Per Diem for Turf Care and Installation Training	15.00
<b>Total</b>							<b>1,378.55</b>
<b>Community Center Facility</b>							
10523208	114116	07/18/19	Automated Environments	122419	07/11/19	Podium Programming ath the Community Center	1,500.00
10523302	114203	07/24/19	WATER SHED	400002477	07/10/19	Drinking water for Community Center Staff	13.16
<b>Total</b>							<b>1,513.16</b>
<b>Aquatics Programs</b>							
10524302	114203	07/24/19	WATER SHED	400002467	07/09/19	DRINKING WATER FOR AQUATIC STAFF	39.49
10524401	114195	07/24/19	Pinal Co. Environmental Health Svcs	BP-15-010-19	07/01/19	Annual Permit to Operate the Aquatic Center	192.00
<b>Total</b>							<b>231.49</b>

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<b>Recreation Programs</b>							
10525217	114113	07/18/19	Arizona Humanities	1014-2020	07/16/19	Guest Speaker Fees	100.00
10525217	114113	07/18/19	Arizona Humanities	1015-2020	07/16/19	Guest Speaker Fees	100.00
10525217	114113	07/18/19	Arizona Humanities	1016-2020	07/16/19	Guest Speaker Fees	100.00
10525217	114113	07/18/19	Arizona Humanities	1017-2020	07/16/19	Guest Speaker Fees	100.00
10525217	114113	07/18/19	Arizona Humanities	1018-2020	07/16/19	Guest Speaker Fees	100.00
10525302	114203	07/24/19	WATER SHED	400002412	07/01/19	DRINKING WATER FOR COMMUNITY CENTER STAFF	19.75
<b>Total</b>							<b>519.75</b>
<b>Special Events</b>							
10526222	114141	07/18/19	RICK HALL	778	07/05/19	Portable toilets for 4th of July Event FY 20	420.42
10526222	114174	07/24/19	Celestial Nights Family Entertainment	660	07/15/19	Deposit for movie screen rentals FY20	2,296.90
<b>Total</b>							<b>2,717.32</b>
<b>Senior Center</b>							
10528207	114148	07/18/19	T-MOBILE USA INC.	96909583	06/02/19	JUNE GPS 2019	55.64
10528209	114085	07/11/19	JONES AUTO CENTER	178307	07/02/19	AC COMPRESSOR FOR SC-4	361.80
10528209	114102	07/12/19	Day Auto Supply Inc	777624	07/02/19	PaG OIL FOR SC-4	11.67
10528209	114102	07/12/19	Day Auto Supply Inc	777632	07/02/19	A/C WASHER KIT FOR SC-4	8.00
10528209	114102	07/12/19	Day Auto Supply Inc	778137	07/10/19	2 SIDED TAPE FOR SC-4	8.81
10528217	114168	07/24/19	AQUA CHILL INC #1	24333963	07/20/19	monthly rental on water tank and reverse osmosis	32.43
10528217	114203	07/24/19	WATER SHED	400002411	07/01/19	monthly water and ice delivery	18.10
10528217	114203	07/24/19	WATER SHED	400002510	07/15/19	monthly water and ice delivery	18.10
10528402	114070	07/11/19	CAROLYN BALLARD	ASCA/2019	07/08/19	Per Diem for ASCA Conference	73.00
10528402	114084	07/11/19	JAQUETTE TONYA	ASCA/2019	07/03/19	Per Diem for 2019 ASCA Conference	73.00
10528402	114084	07/11/19	JAQUETTE TONYA	ASCA/2019	07/03/19	Mileage Reimbursement to 2019 ASCA Conference	188.04
10528402	114091	07/11/19	RHODA FEIERSTEIN	ASCO/2019	07/08/19	Per Diem for 2019 ASCA Conference	73.00
10528402	114095	07/11/19	TAYLOR RANKIN	ASCA/2019	07/03/19	Per Diem for 209 ASCA Conference	73.00
10528402	114095	07/15/19	TAYLOR RANKIN	ASCA/2019	07/03/19	Per Diem for 209 ASCA Conference	73.00
<b>Total</b>							<b>1,067.59</b>
<b>Engineering</b>							
10530209	114085	07/11/19	JONES AUTO CENTER	178277	07/01/19	BRAKE ACTUATOR ASY FOR ST-14	6.70
10530209	114085	07/11/19	JONES AUTO CENTER	178376	07/08/19	BRAKE SWITH FOR ST-14	1.33
<b>Total</b>							<b>8.03</b>
<b>Facilities Maintenance</b>							
10531207	114117	07/18/19	BENSON SYSTEMS	Jul-19	06/17/19	PD EVIDENCE	24.95
10531207	114117	07/18/19	BENSON SYSTEMS	Jul-19	06/17/19	TOWN HALL	74.90
10531207	114117	07/18/19	BENSON SYSTEMS	Jul-19	06/17/19	PLANNING	35.95
10531207	114117	07/18/19	BENSON SYSTEMS	Jul-19	06/17/19	IT ALARM	44.95
10531207	114117	07/18/19	BENSON SYSTEMS	Jul-19	06/17/19	FIRE #2	39.95
10531207	114117	07/18/19	BENSON SYSTEMS	Jul-19	06/17/19	SWWTP ALARM	32.95

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10531207	114117	07/18/19	BENSON SYSTEMS	Jul-19	06/17/19	AQUATICS FACILITY ALARM	72.90
10531207	114117	07/18/19	BENSON SYSTEMS	Jul-19	06/17/19	COMMUNITY CENTER	72.90
10531207	114117	07/18/19	BENSON SYSTEMS	Jul-19	06/17/19	SILVER KING ALARM	65.90
10531207	114117	07/18/19	BENSON SYSTEMS	Jul-19	06/17/19	FITNESS CENTER	49.95
10531207	114117	07/18/19	BENSON SYSTEMS	Jul-19	06/17/19	MCFARLAND PARK	34.95
10531207	114148	07/18/19	T-MOBILE USA INC.	96909583	06/02/19	JUNE GPS 2019	69.55
<b>Total</b>							<b>619.80</b>
<b>General Government</b>							
10532206	114065	07/11/19	AZ MUNICIPAL RISK RETENTION-	40001519-07052019	07/05/19	Liability Insurance - Endorsement PR 06/11/19 (fireworks)	550.00
10532206	114145	07/18/19	SOUTHWEST RISK SERVICES	50094	07/09/19	renewal - EMPLOYEE COMMUTE COVERAGE	1,145.50
10532215	114151	07/19/19	ARIZONA PUBLIC SERVICE	8742601000 JUN/19	07/10/19	291 N BAILEY ST	360.58
10532314	114164	07/19/19	WATER SHED	4000002476	07/10/19	Water/ice TOWN HALL	30.44
10532314	114164	07/19/19	WATER SHED	400002478	07/10/19	Water/ice IT	13.16
10532425	114099	07/12/19	Arizona Department of Revenue	2020-125	07/05/19	Administration & Collections Assessment Fee	69,093.20
<b>Total</b>							<b>71,192.88</b>
<b>Fleet Maintenance</b>							
10536207	114148	07/18/19	T-MOBILE USA INC.	96909583	06/02/19	JUNE GPS 2019	27.82
10536311	114175	07/24/19	Day Auto Supply Inc	778584	07/16/19	Radiator adapter for shop	25.30
10536311	114175	07/24/19	Day Auto Supply Inc	778823	07/18/19	LOCK FLEX RATCHETS FOR SHOP	279.15
10536311	114175	07/24/19	Day Auto Supply Inc	778856	07/19/19	SCRAPING KNIFES FOR SHOP	9.20
10536314	114124	07/18/19	Day Auto Supply Inc	777484	07/01/19	CAR WASH FOR FLEET	3.74
10536314	114124	07/18/19	Day Auto Supply Inc	777528	07/01/19	HOSE CONNECTOR FOR SHOP	1.72
10536314	114124	07/18/19	Day Auto Supply Inc	777548	07/01/19	GARDEN HOSE FOR SHOP COOLER	21.37
<b>Total</b>							<b>368.30</b>
<b>Public Works /Streets</b>							
12518207	113980	07/02/19	Pinal County Public Works	2019-070	04/16/19	CDL TESTING FOR BURSON & LOPEZ	400.00
12518207	113980	07/02/19	Pinal County Public Works	2019-070	04/16/19	CDL TESTING FOR BURSON & LOPEZ-REPLACEMENT CHECK F	400.00
12518207	114148	07/18/19	T-MOBILE USA INC.	96909583	06/02/19	JUNE GPS 2019	288.60
12518209	114085	07/11/19	JONES AUTO CENTER	178277	07/01/19	BRAKE ACTUATOR ASY FOR ST-14	21.60
12518209	114085	07/11/19	JONES AUTO CENTER	178376	07/08/19	BRAKE SWITH FOR ST-14	4.29
12518209	114102	07/12/19	Day Auto Supply Inc	777696	07/03/19	FUSE FOR ST-52	2.78
12518209	114102	07/12/19	Day Auto Supply Inc	777755	07/03/19	FUSE KIT FOR ST-52	5.80
12518209	114102	07/12/19	Day Auto Supply Inc	778097	07/10/19	PRESSURE SWITCH FOR ST-52	40.07
12518209	114102	07/12/19	Day Auto Supply Inc	778234	07/11/19	AIR & OIL FILTER FOR ST-9	120.83
12518209	114102	07/12/19	Day Auto Supply Inc	778274	07/11/19	CREDIT	(90.26)
12518209	114175	07/24/19	Day Auto Supply Inc	778277	07/11/19	OIL & FILTER FOR ST-81	48.64
12518209	114175	07/24/19	Day Auto Supply Inc	778779	07/18/19	Radiator CAP FOR ST-27	6.54
12518209	114175	07/24/19	Day Auto Supply Inc	778793	07/18/19	OIL & FILTER FOR PR-12	193.04
12518209	114175	07/24/19	Day Auto Supply Inc	778808	07/18/19	Credit	(27.78)
12518209	114175	07/24/19	Day Auto Supply Inc	778815	07/18/19	CREDIT	(46.52)

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12518209	114175	07/24/19	Day Auto Supply Inc	779082	07/22/19	AIR FILTER FOR ST-23	46.52
12518209	114190	07/24/19	Manatee Tire & Auto Inc. dba	19077	07/23/19	2 tires for ST-44 (TRAILER)	205.91
12518211	114102	07/12/19	Day Auto Supply Inc	777639	07/02/19	PRESTO PIN FOR ST-21	5.12
<b>Total</b>							<b>1,625.18</b>
<b>Fleet Services</b>							
12536311	114175	07/24/19	Day Auto Supply Inc	778584	07/16/19	Radiator adapter for shop	19.38
12536311	114175	07/24/19	Day Auto Supply Inc	778823	07/18/19	LOCK FLEX RATCHETS FOR SHOP	213.82
12536311	114175	07/24/19	Day Auto Supply Inc	778856	07/19/19	SCRAPING KNIVES FOR SHOP	7.05
12536314	114124	07/18/19	Day Auto Supply Inc	777484	07/01/19	CAR WASH FOR FLEET	2.86
12536314	114124	07/18/19	Day Auto Supply Inc	777528	07/01/19	HOSE CONNECTOR FOR SHOP	1.32
12536314	114124	07/18/19	Day Auto Supply Inc	777548	07/01/19	GARDEN HOSE FOR SHOP COOLER	16.37
<b>Total</b>							<b>260.80</b>
<b>Florence Water</b>							
51574207	114148	07/18/19	T-MOBILE USA INC.	96909583	06/02/19	JUNE GPS 2019	97.37
51574209	114085	07/11/19	JONES AUTO CENTER	178277	07/01/19	BRAKE ACTUATOR ASY FOR ST-14	21.60
51574209	114085	07/11/19	JONES AUTO CENTER	178376	07/08/19	BRAKE SWITH FOR ST-14	4.29
51574311	114175	07/24/19	Day Auto Supply Inc	778584	07/16/19	Radiator adapter for shop	3.22
51574311	114175	07/24/19	Day Auto Supply Inc	778823	07/18/19	LOCK FLEX RATCHETS FOR SHOP	35.64
51574311	114175	07/24/19	Day Auto Supply Inc	778856	07/19/19	SCRAPING KNIVES FOR SHOP	1.18
51574314	114124	07/18/19	Day Auto Supply Inc	777484	07/01/19	CAR WASH FOR FLEET	0.48
51574314	114124	07/18/19	Day Auto Supply Inc	777528	07/01/19	HOSE CONNECTOR FOR SHOP	0.22
51574314	114124	07/18/19	Day Auto Supply Inc	777548	07/01/19	GARDEN HOSE FOR SHOP COOLER	2.73
51574406	114071	07/11/19	CENTRAL ARIZONA PROJECT	72118	06/20/19	WATER SERVICE CHARGE FOR AUGUST 2019	35,953.78
<b>Total</b>							<b>36,120.51</b>
<b>Sewer Operations - South Plant</b>							
52575208	114131	07/18/19	GEN-TECH	184966	07/12/19	Repairs for NWWTP Generator	772.50
52575209	114085	07/11/19	JONES AUTO CENTER	178277	07/01/19	BRAKE ACTUATOR ASY FOR ST-14	21.60
52575209	114085	07/11/19	JONES AUTO CENTER	178376	07/08/19	BRAKE SWITH FOR ST-14	4.29
52575311	114175	07/24/19	Day Auto Supply Inc	778584	07/16/19	Radiator adapter for shop	5.38
52575311	114175	07/24/19	Day Auto Supply Inc	778823	07/18/19	LOCK FLEX RATCHETS FOR SHOP	59.39
52575311	114175	07/24/19	Day Auto Supply Inc	778856	07/19/19	SCRAPING KNIVES FOR SHOP	1.96
52575314	114124	07/18/19	Day Auto Supply Inc	777484	07/01/19	CAR WASH FOR FLEET	0.80
52575314	114124	07/18/19	Day Auto Supply Inc	777528	07/01/19	HOSE CONNECTOR FOR SHOP	0.36
52575314	114124	07/18/19	Day Auto Supply Inc	777548	07/01/19	GARDEN HOSE FOR SHOP COOLER	4.55
<b>Total</b>							<b>870.83</b>
<b>Sewer Operations - North Plant</b>							
52576207	114148	07/18/19	T-MOBILE USA INC.	96909583	06/02/19	JUNE GPS 2019	55.64

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<b>Sanitation Deposits</b>							
53219000	114134	07/18/19	2ND TEMP	790790	07/16/19	REFUND SANITATION DEPOSIT	42.33
10219000	114122	07/18/19	2ND TEMP	736910	07/17/19	REFUND SANITATION DEPOSIT	25.00
10219000	114143	07/18/19	2ND TEMP	793140	07/17/19	REFUND SANITATION DEPOSIT	25.00
							<b>92.33</b>
<b>Sanitation Operations</b>							
53571207	114148	07/18/19	T-MOBILE USA INC.	96909583	06/02/19	JUNE GPS 2019	27.82
53571209	114085	07/11/19	JONES AUTO CENTER	178277	07/01/19	BRAKE ACTUATOR ASY FOR ST-14	2.99
53571209	114085	07/11/19	JONES AUTO CENTER	178376	07/08/19	BRAKE SWITH FOR ST-14	0.59
53571217	114105	07/12/19	RIGHT AWAY DISPOSAL LLC	2628784	07/01/19	JULY/19 RESIDENTIAL BILLING	50,578.77
53571217	114105	07/12/19	RIGHT AWAY DISPOSAL LLC	2639357	07/01/19	JULY/19 INSTITUTIONAL BILLING	8,263.31
53571311	114175	07/24/19	Day Auto Supply Inc	778584	07/16/19	Radiator adapter for shop	0.54
53571311	114175	07/24/19	Day Auto Supply Inc	778823	07/18/19	LOCK FLEX RATCHETS FOR SHOP	5.94
53571311	114175	07/24/19	Day Auto Supply Inc	778856	07/19/19	SCRAPING KNIVES FOR SHOP	0.20
53571314	114124	07/18/19	Day Auto Supply Inc	777484	07/01/19	CAR WASH FOR FLEET	0.08
53571314	114124	07/18/19	Day Auto Supply Inc	777528	07/01/19	HOSE CONNECTOR FOR SHOP	0.04
53571314	114124	07/18/19	Day Auto Supply Inc	777548	07/01/19	GARDEN HOSE FOR SHOP COOLER	0.45
						<b>Total</b>	<b>58,880.73</b>
						<b>Total Warrants</b>	<b>\$ 1,364,031.08</b>

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>8a.</b>
<b>MEETING DATE:</b> September 3, 2019  <b>DEPARTMENT:</b> Fire Department  <b>STAFF PRESENTER:</b> David Strayer, Fire Chief  <b>SUBJECT:</b> Purchase of handheld radios, chargers, and associated communication equipment for the Fire Department		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>
<b>STRATEGIC PLAN REFERENCE:</b> <input checked="" type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Property <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

**RECOMMENDED MOTION/ACTION:**

It is recommended that the Town Council approve the purchase 17 - APX8000XE handhelds radios, chargers, and associated equipment for the Fire Department in an amount not to exceed \$163,584.77..

**BACKGROUND/DISCUSSION:**

The requested handheld radios, chargers, and associated equipment are replacing existing radios and equipment that have reached the end of their service life. The requested radios are the ruggedize version of the APX8000 radio that the Florence Police Department utilizes and are designed for operation by fire personnel during fires and in hazardous materials emergencies. The radios will be configured for operation on the Pinal County 800MHz system and the 800 MHz Regional Wireless Cooperative in the Phoenix metro. This purchase includes the essential services warranty package for five years, providing adequate protection to the Town of Florence that will be secure no matter the damage the radios sustain during use.

The Town will utilize pricing from the Arizona State Contract ADSP-013-03688 on file with the Town Clerk.

**A VOTE OF NO WOULD MEAN:**

The Fire Department would not replace its existing handheld radios that have reached the end of their service life.



**A VOTE OF YES WOULD MEAN:**

The Fire Department would upgrade its handheld radios to current standards.

**FINANCIAL IMPACT:**

Pricing from Arizona State Contract ADSP 013-03688 will be utilized in an amount not to exceed \$163,584.77. This purchase has been approved in the FY 19/20 Capital Budget under project PSF/P, radio replacement.

**ATTACHMENTS:**

Copy of Quote



## Town of Florence Bid Tabulation Sheet

General Ledger Account Number:	012-518-302 051-574-302 051-574-311 052-575-302 052-575-311 052-576-302 052-576-311
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<b>Email Confirmation (\$5,000 or less)</b>	Date Prepared:	8/16/2019
Written / Fax / Email (Mandatory over \$5,000 bids attached)	Prepared By:	Susan Jonas
Sealed Bid Title: <span style="float: right;">Formal Sealed Bid : <input type="checkbox"/></span>	Written Bid:	Open Date:
MARICOPA COUNTY COOPERATIVE PURCHASE ORDER # DO.200000015785-1		Close Date:

Item(s) (Include quality, Brand, Model & Color):  
**BLANKET: REPLACEMENT PARTS TO REPAIR EQUIPMENT**

	VENDOR NAME	CONTACT INFO:				Unit Price	Extended Price	Comments
1	Name: APD POWER CENTER INC (354)	Contact: TODD BURGER					\$ 55,000.00	EMAIL FROM MARICOPA COUNTY PROCUREMENT CONFIRMS THAT THE PO IS COOPERATIVE. 012-518 = \$ 15,000.00 051-574 = \$ 20,000.00 052-575 = \$ 20,000.00
	Address: 412 W GEMINI DRIVE	Phone: 480-838-7472				Tax:		
	TEMPE, AZ 85283-1709	Fax:				Freight:		
	Quote #:	Email: <a href="mailto:todd.apd@gmail.com">todd.apd@gmail.com</a>	REQ #:	55048	PO #:	52669		
	Received:	Date Notified of Decision:						
2	Name:	Contact:					\$	
	Address:	Phone:				Tax:		
		Fax:				Freight:		
	Quote #:	Email:	REQ #:		PO #:			
	Received:	Date Notified of Decision:						
3	Name:	Contact:					\$	
	Address:	Phone:				Tax:		
		Fax:				Freight:		
	Quote #:	Email:	REQ #:		PO #:			
	Received:	Date Notified of Decision:						

Attach additional page(s), if necessary.

<b>Vendor Selected:</b>	APD POWER CENTER
<b>Justification (if not lowest bid):</b>	BLANKET: REPLACEMENT PARTS TO REPAIR EQUIPMENT USING THE COOPERATIVE PURCHASE ORDER # DO.200000015785-1 FROM MARICOPA COUNTY

Department Head Approval:	Date: 8/16/19
Finance Director Approval:	Date: 8/16/19
Town Manager Approval:	Date: 8/19/19

Exhibits Attached:	MARICOPA COUNTY PO DO.200000015785-1 WITH COOPERATIVE LANGUAGE
	MARICOPA COUNTY TAB PACKAGE IS ON FILE AT THE CLERK'S OFFICE - 1500 PAGES

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, ARIZONA**  
**THROUGH COOPERATIVE CONTRACT WITH MARICOPA COUNTY PURCHASE ORDER**  
**PO.200000015785-1 TO PROVIDE MAINTENANCE, REPAIR AND OPERATING SUPPLIES**

THIS CONTRACT (the "Contract") is made and entered into effective as of the 3rd day of 2019 ("Effective Date"), by and between the Town of Florence, Arizona (the "Town"), and Center Inc., (the "Contractor") and together with the Contract Documents referred incorporated herein, is the "resultant contract" contemplated in the Maricopa County Purchase Order. The Town and the Contractor are sometimes referred to in this Contract collectively as "Parties" and each individually as a "Party".

1. **SCOPE OF WORK:** The Contractor shall provide maintenance, repair, operating supplies, industrial supplies and related products and services per contract specifications described in the attached scope of materials and services set forth in **Exhibit "1" (On file at the Town of Florence's Clerk's Office)** (the "Goods" or "Services"). The Contractor shall provide the Goods in accordance with the schedule attached in **Exhibit "1" (On file at the Town of Florence's Clerk's Office)** and the Contract Documents, including all exhibits to the Master Purchase Order including but not limited to any Instructions, Standard Terms and Conditions, Special Terms and Conditions, Specifications, Scope of Work, Submittals and Attachments. 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 Goods.
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, the Master Purchase Order, or 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 with the Master Purchase Order, 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 Maricopa County Cooperative Purchase Order to provide maintenance, repair, operating supplies, industrial supplies is in full force and effect, and all terms and conditions of the Master Purchase Order are incorporated by reference into this Contract, creating an agreement identical in terms to the Town and Contractor. In the Master Purchase Order, the terms: "Maricopa County", "Buyer" and "City" shall be and refer to the Town of Florence; the terms: "Maricopa County" shall be deemed to be and refer to the Town of Florence; the terms: "Deputy Finance Director" shall be deemed to be and refer to the Town of Florence; the terms: "Assignee", "Offeror", "Contractor", "Seller", "Supplier", and "Vendor" 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:
  - Maricopa County Purchase Order # DO.200000015785-1
5. **CONTRACT PRICING:** Contract pricing shall be consistent with the Contract Documents and Contractor's Proposal and is listed in **Exhibit "1" (On file at the Town of Florence's Clerk's Office)** (Price Sheet), and shall not exceed **\$55,000.00**.

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 its 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 verification 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” (On file at the Town of Florence’s Clerk’s Office)**. 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. All invoices are to be emailed to [accountspayable@florenceaz.gov](mailto:accountspayable@florenceaz.gov).

9. **TERMINATION.** Town, at any time and for any reason and without cause, may terminate, suspend or abandon any portion, or all, of this Contract at Town’s convenience 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  
Attn: Town Clerk  
PO Box 2670  
Florence AZ 85132  
(520) 868-7500

Contractor: APD Power Center  
Attn: Todd Burger  
412 W. Gemini Drive  
Tempe, AZ 85283-1709  
(480) 838-7472  
todd.apd@gmail.com

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, 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. In consideration of the award of this Contract, the Contractor agrees to waive all rights of subrogation against the Town, its officers, officials, agents and employees for losses arising from the Goods or Services provided by the Contractor for the Town.
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 one (1) year, 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 (the "Policy") govern this procurement and are incorporated as part of this Contract by this reference. Contractor agrees and warrants that it is in compliance with the Policy, including demonstrating its lawful presence in the United States.

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. section 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: \_\_\_\_\_  
Tara Walter, Mayor

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

ATTEST:

Approved as to Form

\_\_\_\_\_  
Lisa Garcia, Town Clerk

\_\_\_\_\_  
Cliff Mattice, Town Attorney


CONTRACTOR:

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

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

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

EXHIBIT 1 - ON FILE AT THE CLERK'S OFFICE

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u> 8b.</b>
<b>MEETING DATE:</b> September 3, 2019  <b>DEPARTMENT:</b> Public Works, Water & Wastewater Division  <b>STAFF PRESENTER:</b> Christopher Salas, P.E. Public Works Director  <b>SUBJECT:</b> Talis Construction Corporation Contract		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>
<b>STRATEGIC PLAN REFERENCE:</b> <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

**RECOMMENDED MOTION/ACTION:**

Authorization to contract with Talis Construction Corporation, for construction of the Fire Station 2 turn lane, in an amount not to exceed \$300,000.

**BACKGROUND/DISCUSSION:**

When Fire Station 2 was constructed, the planned southbound left-turn deceleration lane leading into Fire Station 2 was never constructed. Due to the size and vehicle dynamics of the fire apparatus, a separate deceleration lane is recommended. When the Fire Station was site planned a decision was made to not align the Fire Station entrance with existing Campanella Way, the planned entrance into Unit 31 and 33. This project demoes the existing Campanella Way entrance and relocates the entrance to the north and will now align with Fire Station 2 entrance. As part of the project the traffic signal infrastructure will also be updated to accommodate the new lane configurations.

The contractor will mill and remove the existing asphalt, modify the existing median, paving, striping and traffic signal work.

As part of the procurement three different contractors with existing Job Order Contracts were notified of the project and bids were received.

The Town will utilize Job Order Contract # 2015-028 through the MCDOT for this project. Job Order Contract is on file in the Town Clerk's Office.

**A VOTE OF NO WOULD MEAN:**

The improvements leading into the DR. Horton parcels are needed for a fire prevention requirement of two points of access. The Town would have to find an alternative method of procuring a qualified contractor to perform the necessary work.

**A VOTE OF YES WOULD MEAN:**

A vote of yes would allow all these projects that are high priority projects to be completed in an efficient and expedient manner.

**FINANCIAL IMPACT:**

The cost to contract with Talis Construction Corporation will not exceed \$300,000.

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:**

- Town of Florence Professional Services JOC Contract and Exhibit 1





## Town of Florence Bid Tabulation Sheet

General Ledger Account Number: **012-581-507**  
ACTIVITY CODE

<b>Email Confirmation (\$5,000 or less)</b>		Date Prepared: <b>8/5/2019</b>
<b>Written / Fax / Email (Mandatory over \$5,000 bids attached)</b>		Prepared By: <b>SUSAN JONAS</b>
Sealed Bid Title: <b>McDOT JOC # 2015-028 EXPIRES 3.9.2021</b>	Formal Sealed Bid: <input type="checkbox"/>	Written Bid: <input type="checkbox"/>
		Open Date: <input type="text"/>
		Close Date: <input type="text"/>

Item(s) (Include quality, Brand, Model & Color):  
**PROFESSIONAL SERVICES CIP T-28 FIRE STATION 2 TURN LANE**

#	VENDOR NAME	CONTACT INFO:	Payment Terms (Discount)	Availability	Who Pays Shipping?	Unit Price	Extended Price	Comments
<b>1</b>	Name: <b>Talis Construction Corp ( )</b>	Contact: <b>Tim Boyer</b>					\$ 300,000.00	Use of JOC Cooperative contract from McDOT #2015-28
	Address: <b>1167 W. Javelina Avenue</b>	Phone: <b>480-557-8100</b>				Tax:		
	<b>Mesa, AZ 85210</b>	Fax:				Freight:		
	Quote #:	Email: <b>timb@talis.us</b>	REQ #:	<b>55311</b>	PO #:			
	Received:	Date Notified of Decision:						
<b>2</b>	Name:	Contact:					\$	
	Address:	Phone:				Tax:		
		Fax:				Freight:		
	Quote #:	Email:	REQ #:		PO #:			
	Received:	Date Notified of Decision:						
<b>3</b>	Name:	Contact:					\$	
	Address:	Phone:				Tax:		
		Fax:				Freight:		
	Quote #:	Email:	REQ #:		PO #:			
	Received:	Date Notified of Decision:						

Attach additional page(s), if necessary.

**Vendor Selected:**  
**Talis Construction Corporation**

**Justification (if not lowest bid):**  
**Utilizing McDOT JOC Contract #2015-028 Expires 3.9.2021**

Department Head Approval:	Date: <b>8/14/19</b>
Finance Director Approval:	Date: <b>8/14/19</b>
Town Manager Approval:	Date: <b>8/14/19</b>

<b>Exhibits Attached:</b>	McDOT RFQ # 16060
	McDOT JOC Contract #2015-028
	Talis Construction Corporation Quote - Hunt Highway Roadway and Median Improvements 7/25/2019

**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  
PROFESSIONAL SERVICES CONTRACT**

THIS PROFESSIONAL SERVICES CONTRACT (“**Contract**”), is made and entered into as of September 3, 2019 (“**Effective Date**”), and is by and between the Town of Florence, a municipal corporation of the State of Arizona (“**Town**”), and TALIS Construction Corporation., (“**Contractor**”). The Town and the Contractor may be referred to in the Contract collectively as the “parties” and each individually as a “party”.

**RECITALS**

**WHEREAS**, the Town desires to Contract for Professional Services, Consulting Services, and Project Management (PM) Services as specified in Exhibit 1 (“**Scope of Work**” or “**Services**”);

**WHEREAS**, Contractor is duly qualified to perform the requested services;

**WHEREAS**, Contractor has agreed to perform the services as set forth in Exhibit 1 attached hereto and incorporated herein;

**WHEREAS**, Town desires and Contractor agrees that this Contract is entered into by the parties, as a cooperative purchase pursuant to the Maricopa County Department of Transportation (MCDOT) JOC #16060 Master Contract dated February 1, 2016 between Maricopa County Department of Transportation and TALIS Construction Corporation, and Contractor agrees that the master cooperative solicitation RFQ / Master Contract documents issued by Maricopa County Department of Transportation for the Services (“**Master Contract**”) is in full force and effect and all terms and conditions of the Master Contract are incorporated by reference into this Contract.

**NOW THEREFORE**, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

**AGREEMENTS**

**1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION**

Contractor shall act under the authority and approval of the Contract Administrator for the Town, further named herein, to provide the professional services required by this Contract.

1.1 Service Description. The Contractor shall provide the requested services as set forth in Exhibit 1 and as set forth in individual Task Orders (the “**Services**”). This Contract includes this agreement, including any attachments, and any Task Orders that may be issued as agreed to by the parties to implement the services. Task Order means a specific written agreement between the Town and Contractor for work to be performed under this Contract for an individual, mutually agreed upon scope of work, schedule and price. In response to Task Orders that may be mutually agreed upon and issued periodically by Town, Contractor shall perform the Services, except as may be specified elsewhere in the Contract which will be defined and further described as to specific project requirements in each Task Order. The Services shall be performed in accordance with the requirements set forth in each Task Order.

## 1.2 Acceptance and Documentation.

1.2.1 Each deliverable shall be reviewed and approved by the Town Manager or his designee to determine acceptable completion.

1.2.2. The Town shall provide all necessary information to the Contractor for timely completion of the tasks specified in Item 1.1 above.

1.2.3 All documents, including but not limited to, data compilations, studies, and/or reports, which are prepared in the performance of this Contract are to be and remain the property of the Town and are to be delivered to the Town Manager before final payment is made to the Contractor.

## 2.0 FEES, CATEGORIES OF SERVICE AND PAYMENTS

2.1 Fees. Contractor will be paid within 30 days of the receipt of an itemized invoice. Monthly payment may be made to Contractor on the basis of a progress report prepared and submitted by Contractor for the Services completed through the last day of the proceeding calendar month and for the production of the deliverables as spelled out in Exhibit 1, and the individual Task Order approved by the Town.

2.2 Categories of Service. Services means in response to Task Orders, including Exhibit 1, that may be mutually agreed upon and issued periodically by Town, Contractor shall furnish all necessary work which will be defined and further described as to specific project requirements in each Task Order.

2.3 Payment Approval. Amounts set forth in Section 1.1 and 2.2 represent the entire amounts payable under this Contract and shall be paid upon the submission of monthly invoices to and approved by the Town. All invoices are to be emailed to [accountspayable@florenceaz.gov](mailto:accountspayable@florenceaz.gov).

2.4 Business License. Contractor will purchase and maintain a business license with the Town of Florence.

## 3.0 SCHEDULE AND TERMINATION

3.1 Project Schedule. The Contractor shall perform the Scope of Work in accordance with the schedule attached as Exhibit 1, and any Task Order.

### 3.2 Termination.

3.2.1 Termination for Cause: Town may also terminate this Contract with seven (7) days' prior written notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any industry standards and customary practices terms and conditions of this Contract. Unsatisfactory performance as judged by Industry standards and customary practices, and failure to provide Town, upon request, with adequate assurances of future performance shall all be causes allowing Town to terminate this Contract for cause. In the event of termination for cause, Town shall not be liable to Contractor for any amount, and

Contractor shall be liable to Town for any and all damages sustained by reason of the default which gave rise to the termination.

3.2.2 Termination for Convenience. The Parties reserve the right to terminate this Contract with or without cause upon 30 days' prior written notice. In the event the Town terminates this Contract pursuant to this Section 3.2.2, then in that event the Town agrees to pay for the work performed prior to the date of termination. Town may terminate this Contract, or any part thereof for its sole convenience, at any time without penalty or recourse.

3.2.3 Termination for Violation of Law. In the event Contractor is in violation of any Federal, State, County or Town law, regulation or ordinance, the Town may terminate this Contract immediately upon giving notice to the Contractor.

3.3 Funds Appropriation. If the Town Council does not appropriate funds to continue this Contract and pay for charges hereunder, the Town may terminate this Contract at the end of the current fiscal period. The Town agrees to give written notice pursuant to Section 4.13 of termination to the Contractor at least thirty (30) days prior to the end of its current fiscal period and will pay to the Contractor all approved charges incurred through the end of such period.

3.4 Terms. The term of this Contract shall be from the Effective Date through June 30, 2020. Task Orders may be issued at any time during the term of this Contract. This Contract will remain in full force and effect during the performance of any Task Order. The contract may be renewed upon mutual agreement of the parties.

#### **4.0 GENERAL TERMS**

4.1 Entire Contract. This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

4.2 Arizona Law. This Contract shall be governed and interpreted according to the laws of the State of Arizona, without reference to choice of law or conflicts of laws principles thereof.

4.3 Modifications. Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

4.4 Assignment. Services covered by this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Finance Director and Contract Administrator. The Town acknowledges the sub-consultant(s) listed in Exhibit 1 and consents to the use of that sub-consultant.

4.5 Successors and Assigns. This Contract shall extend to and be binding upon Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which Contractor shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Contractor shall sell its assets.

4.6 Contract Administrator. The Contract Administrator for the Town shall be the Town Manager or designee. The Contract Administrator shall oversee the execution of this Contract, assist the Contractor in accessing the organization, audit billings, and approve payments. The Contractor shall channel reports and special requests through the Contract Administrator.

4.7 Records and Audit Rights.

4.7.1 Contractor's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the Town to substantiate charges and claims related to this Contract shall be open to inspection and subject to audit and/or reproduction by Town's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the service or work, and any invoices, change orders, payments or claims submitted by the Contractor or any of his payees pursuant to the execution of the Contract. The Town's authorized representative shall be afforded access, at reasonable times and places, to all of the Contractor's records and personnel pursuant to the provisions of this section throughout the term of this Contract and for a period of three years after last or final payment.

4.7.2 Contractor shall require all subcontractors, insurance agents, and material suppliers to comply with the provisions of this section by insertion of the requirements hereof in a written Contract between Contractor and such subcontractors, insurance agents, and material suppliers.

4.7.3 If an audit in accordance with this section, discloses overcharges, of any nature, by the Contractor to the Town in excess of one percent (1%) of the monthly billings, the actual cost of the Town's audit shall be reimbursed to the Town by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time, not to exceed thirty (30) days from presentation of Town's findings to Contractor.

4.8 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

4.9 Ineligible Bidder. The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or Contractor on the solicitation for which they prepared the specification.

4.10 Independent Contractor.

4.10.1 The Services Contractor provides under the terms of this Contract to the Town are that of an Independent Contractor, not an employee, or agent of the Town. The Town will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

4.10.2 Town shall not withhold income tax as a deduction from Contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

4.11 Conflict of Interest. The Town may cancel any Contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the Town's departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from the Town is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. § 38-511).

4.12 Compliance with Federal and State Laws.

4.12.1 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.

4.12.2 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").

4.12.3 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.

4.12.4 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.

4.12.5 The Town may, at its 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.

4.12.6 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.

4.12.7 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.

4.12.8 The provisions of this Section 4.12 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.

4.13 Notices. All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Contractor: TALIS Construction Corporation  
Tim Boyer  
1167 W. Javelina Avenue  
Mesa, AZ 85210  
(480) 557-6100  
timb@taslis.us

In the case of Town: Town of Florence  
775 N, Main Street  
PO Box 2670  
Florence, AZ 85132  
Attn: Town Manager

Notices shall be deemed received on date delivered, if delivered by hand, or on the delivery date indicated on receipt if delivered by certified or registered mail.

4.14 Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

4.15 Taxes. Contractor shall be solely responsible for any and all tax obligations which may result out of the Contractor's performance of this Contract. The Town shall have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor.

4.16 Advertising. No advertising or publicity concerning the Town using the Contractor's services shall be undertaken without prior written approval of such advertising or publicity by the Town Contract Administrator. Written approval is required until such time as the project is complete or any adjudication of claims relating to the services provided herein is complete, whichever occurs later.

4.17 Counterparts. This Contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

4.18 Captions. The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

4.19 Subcontractors. During the performance of the Contract, the Contractor may engage such additional Subcontractors as may be required for the timely completion of this Contract. The addition of any Subcontractors shall be subject to the prior approval of the Town. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor. The Town acknowledges the sub-consultant(s) listed in Exhibit 1 and consents to the use of that sub-consultant.

4.20 Indemnification.

4.20.1 To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall indemnify, defend, hold harmless Town of Florence, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to damages for personal injury or personal property damage, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work or services in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

To the fullest extent permitted by law, Town of Florence, its successors, assigns and guarantors, shall indemnify and hold harmless Contractor, its agents, Representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, loses, expenses, including but not limited to, reasonable attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expenses, related to, arising from or out of, resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused by the Town of Florence relating to work or services in the performance of this Contract.

4.20.2 Insurance provisions set forth in this Contract are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this sections shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.21 Changes in the Work.

4.21.1 The Town may at any time, as the need arises, order changes within the scope of the work without invalidating the Contract. If such changes increase or decrease the amount due under the Contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by written Change Order.



4.21.2 The Town will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to the prior written approval by the Town.

4.21.3 Contract Change Orders are subject to the Rules and Procedures within the Town's Procurement Code.

4.22 Co-op Use of Contract. The Town and Contractor agree that this Contract is entered into by the parties, as a cooperative purchase pursuant to the Maricopa County Department of Transportation JOC Contract dated February 1, 2016 between Maricopa County Department of Transportation and TALIS Construction Corporation, and Contractor agrees that the master cooperative solicitation RFQ/ Master Contract documents issued by Maricopa County Department of Transportation for the Services("Master Contract") is in full force and effect and all terms and conditions of the Master Contract are incorporated by reference into this Contract.

4.23 Alternative Dispute Resolution. If a dispute arises between the parties relating to this Contract, the parties agree to use the following procedure prior to either party pursuing other available remedies:

4.23.1 A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

4.23.2 If, within 30 days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually acceptable neutral person not affiliated with either of the parties (the "neutral"), seeking assistance in such regard if they have been unable to agree upon such appointment within 40 days from the initial meeting. The fees of the neutral shall be shared equally by the parties.

4.23.3 In consultation with the neutral, the parties will select or devise an alternative dispute resolution procedure ("ADR") by which they will attempt to resolve the dispute, and a time and place for the ADR to be held, with the neutral making the decision as to the procedure, and/or place and time (but unless circumstances require otherwise, not later than 60 days after selection of the neutral) if the parties have been unable to agree on any of such matters within 20 days after initial consultation with the neutral.

4.23.4. The parties agree to participate in good faith in the ADR to its conclusion as designated by the neutral. If the parties are not successful in resolving the dispute through the ADR, then the parties may agree to submit the matter to binding arbitration or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court.

4.24 Town Provided Information and Services. The Town shall furnish the Contractor available studies, reports and other data pertinent to the Contractor's services; obtain or authorize the Contractor to obtain or provide additional reports and data as required; furnish to the Contractor services of others required for the performance of the Contractor's services hereunder, and the Contractor shall be entitled to use and rely upon all such information and services provided by the Town or others in performing the Contractor's Services under this Agreement.

4.25 Estimates and Projections. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, the Contractor has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Contractor makes no warranty that the Town's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the Contractor's opinions, analyses, projections, or estimates.

4.26 Access. The Town shall arrange for access to and make all provisions for the Contractor to enter upon public and private property as required for the Contractor to perform Services hereunder.

4.27 Third Parties. The services to be performed by the Contractor are intended solely for the benefit of the Town. No person or entity not a signatory to this Agreement shall be entitled to rely on the Contractor's performance of its services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's Services hereunder.

## **5.0 INSURANCE**

5.1. General. Contractor agrees to comply with all Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to Town of Florence. Failure to maintain insurance as specified may result in termination of this Contract at Town of Florence's option. The Contractor is primarily responsible for the risk management if its work under this Contract, including but not limited to obtaining and maintaining the required insurance and establishing and maintaining a reasonable risk control and safety program. Town reserves the right to amend the requirements herein at any time during the Contract. The Contractor shall require any and all subcontractors to maintain insurance as required herein naming the Town and Contractor as "Additional Insured" on all insurance policies, except Worker's Compensation, and this shall be reflected on the Certificate of Insurance. The Contractor's insurance coverage shall be primary insurance with respect to all available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the Indemnification provision of this Contract. To the extent permitted by law, Contractor waives all rights of subrogation or similar rights against Town, its representatives, agents, and employees. All insurance policies, except Workers' Compensation, required by this Contract, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of performance of this Contract, Town of Florence, its mayor and councilmembers, agents, representatives, offices, directors, officials and employees as Additional Insureds. The Town reserves the right to require complete copies of all insurance policies and endorsements required by this Contract at any time. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of Contract.

5.2 No Representation of Coverage Adequacy. By requiring insurance herein, Town of Florence does not represent that coverage and limits will be adequate to protect Contractor. Town of Florence reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

5.3 Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Contract is satisfactorily performed, completed and formally accepted by the Town of Florence, unless specified otherwise in this Contract.

5.4 Policy Deductibles and or Self Insured Retentions. The policies set forth in these requirements may provide coverage which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to Town of Florence. Contractor shall be solely responsible for any such deductible or self-insured retention amount. Town of Florence, at its option, may require Contractor to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

5.5 Use of Subcontractors. If any work under this Contract is sub-contracted in any way, Contractor shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Town of Florence and Contractor. Contractor shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

5.6 Evidence of Insurance. Prior to commencing any work or Services under this Contract, Contractor shall furnish Town of Florence with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage and that such coverage and provisions are in full force and effect.

5.7 Required Coverage.

5.7.1 Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent Contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance limited to, separation of insureds clause. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader to coverage scope then underlying.

5.7.2 Worker's Compensation Insurance. Contractor shall maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having

jurisdiction of Contractor's employees engaged in the performance of work or Services under this Contract and shall also maintain Employers Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$250,000 disease policy limit.

5.7.3 Commercial Auto Coverage. Auto Liability limits of not less than \$1,000,000 each accident, combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto" or "All Owned, Scheduled, Hired and Non-Owned".

**6.0 SEVERABILITY AND AUTHORITY**

6.1 Severability. If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

6.2 Authority. Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the Town of Florence by its Mayor, Tara Walter has hereunto subscribed her name this 3 day of September, 2019.

TOWN OF FLORENCE

By: \_\_\_\_\_  
Tara Walter, Mayor

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

Name: \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
Lisa Garcia, Town Clerk

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

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

Name: \_\_\_\_\_

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

Approved as Form:

\_\_\_\_\_  
Clifford L. Mattice, Florence Town Attorney



Date: 7/25/19

Town of Florence  
 425 E. Ruggles Street  
 Florence, AZ 85132  
 Attn: Christopher Salas

**PROJECT:** Hunt Highway Roadway and Median Improvements

### COST PROPOSAL

Item No.	Description	Unit	Qty	Unit Price	Bid Total
1.00000	Scope: Northbound Left Turn Lane to Unit 35A **See Attached Breakdown**	LS	1	\$98,709.62	\$98,709.62
2.00000	Scope: Southbound Left Turn Lane to TOF Fire Station **See Attached Breakdown**	LS	1	\$57,799.18	\$57,799.18
3.00000	Scope: Traffic Signal **See Attached Breakdown**	LS	1	\$95,180.31	\$95,180.31

**Total Price: \$251,689.11**

Price Includes: All labor, equipment, and material for complete installation. All work to be completed in a workman like manner according to standard practices. Price is based on one move in only complete access to all areas for installation. Additional move in costs will be \$3,500.00/each.

Price excludes: Engineering, rock digging, utility relocations and utility conflicts. Also excluded are any items not specifically quoted in our proposal. All work is warranted for one year from date of completion. This proposal shall become an attachment to any contractual agreement reached.

Sincerely,

Chuck Watson  
 V.P. - Pre Construction  
 TALIS Construction Corporation



1167 WEST JAVELINA AVENUE ▲ MESA, ARIZONA 85210 ▲ OFFICE (480) 557-6100 ▲ FAX (480) 557-6200

GENERAL CONTRACTING ▲ ROC099126 A ▲ ROC179332 K-37 ▲ CONSTRUCTION MANAGEMENT



**Hunt Highway - Left Turn Lanes to TOF Fire Station and Unit 35A**  
**PRELIMINARY OPINION OF PROBABLE COST**  
**February 2019**

<b>NORTHBOUND LEFT TURN LANE TO UNIT 35A</b>						
<b>No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost (\$)</b>	<b>Total Cost (\$)</b>	<b>Assumptions</b>
<b>ROADWAY (Demolition)</b>						
1	Sawcut Existing Pavement	889	L.F.	\$4.64	\$4,124.96	
2	Remove Existing Pavement	11,435	S.F.	\$1.78	\$20,354.30	<i>Incl. Sidewalk, Curb &amp; Gutter, and Pavement</i>
<b>ROADWAY (Paving &amp; Concrete)</b>						
1	Construct Pavement Section	667	S.Y.	\$57.97	\$38,665.99	
2	6" Vertical Curb & Gutter (Type A)	760	L.F.	\$29.84	\$22,678.40	
3	Construct Median Nose	1	EA.	\$203.46	\$203.46	
4	Construct 8' Wide Sidewalk	1,053	S.F.	\$6.10	\$6,423.30	
5	Construct Sidewalk Ramp	2	EA.	\$1,898.94	\$3,797.88	
<b>ROADWAY (Signing &amp; Striping)</b>						
1	Diagonals ML-3	1	EA.	\$123.31	\$123.31	
2	Stay Right R4-7	1	EA.	\$352.66	\$352.66	
3	No Left Turn R3-2	1	EA.	\$127.01	\$127.01	
4	8" Solid White Strip (8SW20)	100	L.F.	\$1.73	\$173.00	
5	Paint Median Nose	1	EA.	\$123.30	\$123.30	
6	Pvm't Markings - Arrow	2	EA.	\$458.70	\$917.40	
7	Striping Mobilization	1	LS	\$644.65	\$644.65	
<b>TOTAL</b>					<b>\$98,709.62</b>	



**Hunt Highway - Left Turn Lanes to TOF Fire Station and Unit 35A**  
**PRELIMINARY OPINION OF PROBABLE COST**  
**February 2019**

<b>SOUTHBOUND LEFT TURN LANE TO TOF FIRE STATION</b>						
<b>No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost (\$)</b>	<b>Total Cost (\$)</b>	<b>Assumptions</b>
<b>ROADWAY (Demolition)</b>						
1	Sawcut Existing Pavement	447	L.F.	\$4.64	\$2,074.08	
2	Remove Existing Pavement	5,514	S.F.	\$1.78	\$9,814.92	<i>Incl. Sidewalk, Curb &amp; Gutter, and Pavement</i>
<b>ROADWAY (Paving &amp; Concrete)</b>						
1	Construct Pavement Section	507	S.Y.	\$57.97	\$29,390.79	
2	6" Vertical Curb & Gutter (Type A)	428	L.F.	\$29.84	\$12,771.52	
3	Construct Median Nose	1	EA.	\$203.46	\$203.46	
<b>ROADWAY (Signing &amp; Striping)</b>						
1	Diagonals ML-3	1	EA.	\$154.13	\$154.13	
2	Stay Right R4-7	1	EA.	\$352.66	\$352.66	
3	Turn Only R3-5L	1	EA.	\$512.96	\$512.96	
4	8" Solid White Strip (8SW20)	220	L.F.	\$1.73	\$380.60	
5	Paint Median Nose	1	EA.	\$123.31	\$123.31	
6	Pvm't Markings - Arrows	2	EA.	\$458.70	\$917.40	
7	Pvm't Markings - ONLY	1	EA.	\$458.70	\$458.70	
8	Striping Mobilization	1	LS	\$645	\$644.65	
<b>TOTAL</b>					<b>\$57,799.18</b>	


**Fire Station at Hunt Hwy  
Florence, AZ  
Traffic Signal Estimate**

**July 25th, 2019**

Item No.	Description	Unit	Est. Qty	Unit Price	Extended Price
7310010	POLE (TYPE A) (8')	EACH	1	\$1,358.05	\$1,358.05
7310011	POLE (TYPE A) (10')	EACH	3	\$1,629.66	\$4,888.98
7310200	POLE FOUNDATION (TYPE A)	EACH	2	\$916.68	\$1,833.36
7310570	MAST ARM (30 FT.) (TAPERED)	EACH	1	\$3,395.12	\$3,395.12
7320050	ELECTRICAL CONDUIT (2") (PVC)	L. FT.	80	\$13.58	\$1,086.40
7320650	CONDUCTORS & CABLES (ALL)	L. SUM	1	\$3,395.12	\$3,395.12
7330060	TRAFFIC SIGNAL FACE (TYPE F) (LED)	EACH	4	\$746.93	\$2,987.72
	TRAFFIC SIGNAL FACE (TYPE G) (LED)	EACH	4	\$1,256.19	\$5,024.76
7330210	TRAFFIC SIGNAL FACE (PEDESTRIAN) (MAN/HAND) (LED) (COUNTDOWN)	EACH	6	\$746.93	\$4,481.58
7330310	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE II)	EACH	4	\$407.41	\$1,629.64
7330330	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE IV)	EACH	3	\$712.98	\$2,138.94
7330340	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE V)	EACH	1	\$679.02	\$679.02
	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE VI)	EACH	1	\$780.88	\$780.88
7330360	TRAFFIC SIGNAL MOUNTING ASSEMBLY (TYPE VII)	EACH	3	\$611.12	\$1,833.36
7340040	CONTROL CABINET ASSEMBLY (ADDL LOAD SWITCHES,ADDL LOOP MOD,MOD CONFLICT MON)	L. SUM	1	\$6,790.24	\$6,790.24
7350060	PEDESTRIAN PUSHBUTTON WITH SIGN	EACH	6	\$577.17	\$3,463.02
	LOOP DETECTOR FOR TRAFFIC SIGNALS (6' X 6')(PREFORMED)	EACH	6	\$2,037.07	\$12,222.42
	LOOP DETECTOR FOR TRAFFIC SIGNALS (6' X 70')(QUAD)	EACH	2	\$3,395.12	\$6,790.24
7350551	OPTICOM PRE-EMPTION SYSTEM (EXTEND CABLE, 1 SENSOR)	L. SUM	1	\$3,395.12	\$3,395.12
	SALVAGE, TRANSPORT AND UNLOAD SALVAGED EQUIPMENT TO TOWN	L. SUM	1	\$6,790.24	\$6,790.24
	MISC WORK (REUSE EXIST HEADS ON NEW MOUNTINGS)	L. SUM	1	\$2,716.10	\$2,716.10
9010001	MOBILIZATION & TRAFFIC CONTROL	L. SUM	1	\$17,500.00	\$17,500.00

**CONSTRUCTION SUBTOTAL    \$95,180.31**



	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>8c.</b>
<b>MEETING DATE:</b> September 3, 2019  <b>DEPARTMENT:</b> Public Works  <b>STAFF PRESENTER:</b> Christopher Salas Public Works Director Town Engineer  <b>SUBJECT:</b> Midway Chevrolet – Purchase Police Chevy Tahoes		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>
<b>STRATEGIC PLAN REFERENCE:</b> <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

**RECOMMENDED MOTION/ACTION:**

Authorization to purchase three 2019 Police Chevy Tahoes, from Midway Chevrolet, for the Police Department, in an amount not to exceed \$108,361.11.

**BACKGROUND/DISCUSSION:**

The purchase will allow the Town to replace three old vehicles that are 18 to 20 years old, have high mileage and are worn out. Staff will be utilizing the State of Arizona Cooperative Contract #ADSP017-166122 which is on file in the Town Clerk’s Office.

**A VOTE OF NO WOULD MEAN:**

A vote of “no” would mean that the Town will continue with costly maintenance and vehicles that are not dependable and unsafe.

**A VOTE OF YES WOULD MEAN:**

A vote of “yes” would allow a new low maintenance, dependable, safe police vehicles.

**FINANCIAL IMPACT:**

The cost is \$108,361.11.

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:**

Approved Bid Tabulation and quote



# Town of Florence Bid Tabulation Sheet

		<b>General Ledger Account Number:</b>	<b>011-514-505</b>
Verbal (Only allowed \$5,000 or less)		Date Prepared:	8/12/2019
Written / Fax / Email (Mandatory over \$5,000 bids attached)		Prepared By:	DHILLS
Formal Sealed Bid :	Midway Chevrolet	Open Date:	
		Close Date:	

Item(s) (Include quality, Brand, Model & Color): (3) 2019 PPV Chevy Tahoes

VENDORS	Payment Terms (Discount)	Availability	Who Pays Shipping?	Unit Price	Extended Price	Comments
<b>1</b>	Name: Midway Chevrolet			\$36,120.37	\$108,361.11	Extended price for (3) 2019 Chevy Tahoes
	Address: 2323 W Bell Rd		Tax:			
	Phoenix Az 85023		Freight:			
	Contact: Greg Ball		Labor			
	Phone: 602- 733- 2251	Fax:				
	Email:	Date Notified of Decision:				
	Quote #:	REQ # :	PO #:			
	Received:	Expires:				
<b>2</b>	Name: Midway Chevrolet			\$39,784.26	\$119,352.75	Extended price for (3) 2020 Chevy Tahoes
	Address: 2323 W Bell Rd		Tax:			
	Phoenix Az 85023	AZ	Freight:			
	Contact: Greg Ball					
	Phone: 602-733-2251	Fax:				
	Email:	Date Notified of Decision:				
	Quote #:	REQ # :	PO #:			
	Received:	Expires:				
<b>3</b>	Name: San Tan Ford			\$37,496.76	\$112,490.28	Extended price for (3) Ford Explorers
	Address: 1429 E Motorplex Loop		Tax:			
	Gilbert Az 85297		Freight:			
	Contact: Jared Smith					
	Phone: 480-821-4099	Fax:				
	Email:	Date Notified of Decision:				
	Quote #:	REQ # :	PO #:			
	Received:	Expires:				

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**ARIZONA STATE CONTRACT # ADSP017-166122**

Department Head Approval:		Date:	8/15/19
Finance Director Approval:		Date:	8/15/19
Town Manager Approval:		Date:	8/15/19

Exhibits Attached:	
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If over \$24,999, must go to Town Council for approval.

Attach this approved form to purchase request with written quotes, if applicable.



# ARIZONA STATE CONTRACT VEHICLE QUOTE

STATE CONTRACT # ADSP017-166122 Vehicles; New Purchases

QUOTE SENT TO: David Florence

CONTRACT VEHICLE 2019 Chevrolet PPV Tahoe  
Stock Purchase

QUOTE DATE: 8/14/2019

CONTRACT PRICE PER ATTACHED SPECS 2019 Base \$ 32,392.00

Additional Options

Solar Tint Glass Legal Max	Dealer	\$	195.00
9G8	Dlete Daytime running lamps	\$	45.50
AMF/5HP	6 Addtl Fleet keys and Fabs	\$	136.00
7X6	LH Spot lamp	\$	445.90
R9Y	Fleet Maint Credit	\$	(30.41)
Delivery	Pinal County	\$	135.00

Sub Total **\$ 33,318.99**

Sales Tax ( 8.3 %) **\$ 2,765.48**

City of Phx 2018 Tax **\$ 30.90**

Tire Tax **\$ 5.00**

Plates

Extended Warranty

**Capital Total Each Unit \$ 36,120.37**

Quoted By: Gregg Ball Approximate Lead Time

Midway Chevrolet Nissan Isuzu Truck TBD

2323 W. Bell Rd.

Phoenix, Az. 85023

[gball@vtaig.com](mailto:gball@vtaig.com)

Stock quotes subject to prior sale

Cell 602-733-2251

Quotes good through Manufactures current year build dates.

Please call with any questions or concerns.

**Thanks for the opportunity!**



# ARIZONA STATE CONTRACT VEHICLE QUOTE

STATE CONTRACT # ADSP017-166122 Vehicles; New Purchases  
 QUOTE SENT TO: David Florence  
 CONTRACT VEHICLE 2020 Chevrolet SSV Tahoe  
 Stock Purchase  
 QUOTE DATE: 8/14/2019

CONTRACT PRICE PER ATTACHED SPECS 2019 Base  
 \$ 34,986.00

Additional Options

Solar Tint Glass Legal Max	Dealer	\$	195.00
9G8	Dlete Daytime running lamps	\$	45.50
AMF/5HP	6 Addtl Fleet keys and Fabs	\$	136.00
2020 Model Adjustment	GM Fleet	\$	416.00
V76	Recovery Hooks	\$	45.50
7X7	Dual Spot lamps	\$	773.50
R9Y	Fleet Maint Credit	\$	(30.41)
Delivery	Pinal County	\$	135.00

Sub Total \$ 36,702.09

Sales Tax ( 8.3 %) \$ 3,046.27

City of Phx 2018 Tax \$ 30.90

Tire Tax \$ 5.00

Plates

Extended Warranty

**Capital Total Each Unit \$ 39,784.26**

Quoted By: Gregg Ball  
 Midway Chevrolet Nissan Isuzu Truck  
 2323 W. Bell Rd.  
 Phoenix, Az. 85023  
[gball@vtaig.com](mailto:gball@vtaig.com)

Approximate Lead Time

TBD

Stock quotes subject to prior sale

Cell 602-733-2251

Quotes good through Manufactures current year build dates.

Please call with any questions or concerns.

**Thanks for the opportunity!**

**San Tan Ford**



Quote To:  
**Town of Florence**

Attn: David Hills  
**Order Unit**

**Jared Smith**  
1429 E. Motorplex Loop  
Gilber, AZ 85297  
**Phone: 480-821-3200 Ext 4099**  
**Cell: 623-302-1154**

**ADSP017-166124**

Line Item:		Description	Price
1	K8A	2020 Police Utility Explorer 113" WB	\$34,024.00
2	UM	Agate Blact	
3	96_01	Charcoal Black HD Cloth Front Seats	
4	99B	3.3L V6 Direct-Injection FFV Engine	
5	44U	10-Speed Automatic Transmission	
6	500A	Trim Package	
7		3.73 Axle Ratio	
8		AM/FM/MP3 Capable Radio w/Bluetooth	
9		18"x8" 5-Spoke Wheels	
10	51R	Driver Only LED Spot Lamp (Umyty)	\$395.00
11	55F	Remote Keyless Entry Fob w/o key pad	
12	17A	Aux Air Conditioning	
13	425	50 State Emissions	
14	Tint	Window Tint	\$285.00
15	68G	Rear Door Controls Inoperable	\$75.00
16			
17			
18			
19			
20			

**Taxable Total:** \$34,779.00

**Sales Tax:** Sales Tax \$2,712.76

**Delivery**

**Tire Tax:** \$5.00

**Grand Total:** Per Unit \$37,496.76

**Qty Requested:** 1

Thank you for this opportunity to gain your business!  
To place order, review for accuracy and fax back with signature and P.O. number ( if applicable).

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Printed Name:** \_\_\_\_\_ **P.O.#:** \_\_\_\_\_



# Town of Florence

**[Fleet] 2019 Chevrolet Tahoe (CC15706) 2WD 4dr Commercial**





## Table of Contents

- Dealership Information
- Selected Model and Options
- Standard Equipment

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**Prepared By:**

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[Fleet] 2019 Chevrolet Tahoe (CC15706) 2WD 4dr Commercial

**Selected Model and Options**

**MODEL**

CODE	MODEL
CC15706	2019 Chevrolet Tahoe 2WD 4dr Commercial

**COLORS**

CODE	DESCRIPTION
GBA	Black

**ADDITIONAL EQUIPMENT - SAFETY-INTERIOR**

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
—	Safety belts, 3-point, driver and front passenger in all seating positions (Included and only available with (9C1) Police Vehicle.)	0.00 lbs	0.00 lbs

**ADDITIONAL EQUIPMENT - MECHANICAL**

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
—	Capless fuel fill (Included and only available with (9C1) Police Vehicle only.)	0.00 lbs	0.00 lbs
—	Power supply, 100-amp, auxiliary battery, rear electrical center (Included and only available with (9C1) Police Vehicle only.)	0.00 lbs	0.00 lbs
—	Power supply, 120-amp, (4) 30-amp circuit, Primary battery relay controlled, passenger compartment harness wiring (Included and only available with (9C1) Police Vehicle only.)	0.00 lbs	0.00 lbs
—	Power supply, 50-amp, power supply, auxiliary battery passenger compartment wiring harness (Included and only available with (9C1) Police Vehicle only.)	0.00 lbs	0.00 lbs
K4B	Battery, auxiliary, isolated, 730 CCA (Requires (RD6) 17" painted steel wheels or (PZX) 18" aluminum wheels with high-polished finish.)	40.00 lbs	4.00 lbs
KW7	Alternator, 170 amps (Included and only available with (9C1) Police Vehicle only.)	3.00 lbs	2.00 lbs
NZZ	Skid Plate Package with (9C1) Police Vehicle, includes frame-mounted shields, includes front underbody shield starting behind front bumper and running to first cross-member, protecting front underbody, oil pan, differential case and transfer case (Requires a Fleet or Government sales order type. Included and only available with (9C1) Police Vehicle.)	2.00 lbs	1.00 lbs

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[Fleet] 2019 Chevrolet Tahoe (CC15706) 2WD 4dr Commercial

**ADDITIONAL EQUIPMENT - EXTERIOR**

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
7X6	Spotlamp, left-hand (Requires (9C1) Police Vehicle. Not available with (7X7) left and right-hand spotlamps.)	3.00 lbs	1.00 lbs
—	Door handles, body-color (Included and only available with (9C1) Police Vehicle only.)	0.00 lbs	0.00 lbs
—	Exterior ornamentation delete (Included and only available with (9C1) Police Vehicle only.)	0.00 lbs	0.00 lbs
—	Luggage rack, delete (Included and only available with (9C1) Police Vehicle only.)	0.00 lbs	0.00 lbs
RM7	Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare includes P265/60R17 V-rated tire (Included and only available with (9C1) Police Vehicle.)	0.00 lbs	0.00 lbs

**ADDITIONAL EQUIPMENT - INTERIOR**

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
—	Instrumentation, analog with certified 150 mph speedometer (PPV), 140 mph speedometer (Special Service), odometer with trip odometer, engine hour meter, fuel level, voltmeter, engine temperature, oil pressure and tachometer (Included and only available with (9C1) Police Vehicle only.)	0.00 lbs	0.00 lbs
—	Key, 2-sided (Included and only available with (9C1) Police Vehicle only.)	0.00 lbs	0.00 lbs
—	Power outlets, 4 auxiliary, 12-volt includes 1 on the instrument panel, 1 in armrest, and 2 in the cargo area (Included and only available with (9C1) Police Vehicle.)	0.00 lbs	0.00 lbs
—	Theft-deterrent system, vehicle, PASS-Key III (Included and only available with (9C1) Police Vehicle only.)	0.00 lbs	0.00 lbs
AMF	Remote Keyless Entry Package includes 6 additional transmitters, (Requires (9C1) Police Vehicle.)	1.00 lbs	1.00 lbs
ATD	Seat delete, third row passenger (Deletes rear storage compartment and (AP9) rear cargo net. Included with (9C1) Police Vehicle.) *CREDIT*	12.00 lbs	-137.00 lbs

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[Fleet] 2019 Chevrolet Tahoe (CC15706) 2WD 4dr Commercial

**ADDITIONAL EQUIPMENT - PACKAGE**

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
9C1	Identifier for PPV includes, (K47) high-capacity air cleaner, (KW7) 170 amp high output alternator, (K4B) 730 cold-cranking amps auxiliary battery, electrical power & vehicle signals for customer connection located at the center front floor. Auxiliary battery circuit for customer connection located in the rear cargo area, (Z56) heavy-duty, police-rated suspension, front independent torsion bar, and stabilizer bar and rear, multilink with coil springs, (QAR) P265/60R17 all-season, v-rated tires, (ZAK) P265/60R17 all-season, V-rated spare tire, Police brakes, (NZZ) underbody shield, (RAP) Black steel wheels w/bolt on center caps, Certified speedometer, delete roof rails, (ATD) third row seat delete, (NQH) active 2-speed transfer case (4WD only). *CREDIT*	-6.00 lbs	-31.00 lbs

**ADDITIONAL EQUIPMENT - SAFETY-EXTERIOR**

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
9G8	Headlamps, Daytime Running Lamps and automatic headlamp control delete deletes standard Daytime Running Lamps and automatic headlamp control features (Requires (9C1) Police Vehicle.)	0.00 lbs	0.00 lbs

**ADDITIONAL EQUIPMENT - OTHER**

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
R9Y	Fleet Free Maintenance Credit. This option code provides a credit in lieu of the free oil changes, tire rotations and inspections for one maintenance service during 1st year of ownership. The invoice will detail the applicable credit. The customer will be responsible for all oil change, tire rotations and inspections costs for this vehicle. (Requires one of the following Fleet or Government order types: FBC, FBN, FCA, FCN, FEF, FLS, FNR, FRC or FGO. Not available with FDR order types.)	0.00 lbs	0.00 lbs
VQ3	Fleet processing option	0.00 lbs	0.00 lbs

**PREFERRED EQUIPMENT GROUP**

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
1FL	Commercial Preferred Equipment Group Includes Standard Equipment	0.00 lbs	0.00 lbs

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[Fleet] 2019 Chevrolet Tahoe (CC15706) 2WD 4dr Commercial

**SEAT TYPE**

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
AZ3	Seats, front 40/20/40 split-bench with Vinyl (1FL) or Premium Cloth (1FL and 1LS), 3-passenger, includes 6-way power driver and 2 way front passenger seat adjuster, driver and front passenger power lumbar control and power reclining, center fold-down armrest with storage (includes auxiliary power outlet, USB port and input jack for audio system), storage compartments in seat cushion, adjustable outboard head restraints and storage pockets (With (9C1) Police Vehicle includes lockable storage compartment.) (STD)	0.00 lbs	0.00 lbs

**GVWR**

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
C5U	GVWR, 6800 lbs. (3084 kg) (2WD model only. Included and only available with (9C1) Police Vehicle.)	0.00 lbs	0.00 lbs

**EMISSIONS**

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
FE9	Emissions, Federal requirements	0.00 lbs	0.00 lbs

**PAINT**

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
GBA	Black	0.00 lbs	0.00 lbs

**AXLE**

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
GU4	Rear axle, 3.08 ratio (Not available with (NHT) Max Trailering Package.)	0.00 lbs	0.00 lbs

**SEAT TRIM**

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
H0U	Jet Black, Premium Cloth seat trim	0.00 lbs	0.00 lbs

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[Fleet] 2019 Chevrolet Tahoe (CC15706) 2WD 4dr Commercial

**RADIO**

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
IO5	Audio system, 8" diagonal color touch-screen with Chevrolet Infotainment AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; voice-activated technology for radio and phone; and Shop with the ability to browse, select and install apps to your vehicle. You can customize your content with audio, weather and more; featuring Apple CarPlay and Android Auto capability for compatible phone; 5 USB ports and 1 auxiliary jack (STD)	6.00 lbs	4.00 lbs

**ENGINE**

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
L83	Engine, 5.3L EcoTec3 V8 with Active Fuel Management, Direct Injection and Variable Valve Timing includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 N-m] @ 4100 rpm) (STD)	0.00 lbs	0.00 lbs

**TRANSMISSION**

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
MYC	Transmission, 6-speed automatic, electronically controlled with overdrive and tow/haul mode (STD)	0.00 lbs	0.00 lbs

**TIRES**

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
QAR	Tires, P265/60R17 all-season, police, V-rated (Included and only available with (9C1) Police Vehicle.)	1.00 lbs	1.00 lbs

**WHEEL TYPE**

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
RAP	Wheels, 17" x 8" (43.2 cm x 20.3 cm) steel, police, Black (Included and only available with (9C1) Police Vehicle.)	0.00 lbs	0.00 lbs

**SHIP THRU CODES**

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
VPV	Ship Thru, Produced in Arlington Assembly and shipped to Kerr Industries and onto Arlington Assembly	0.00 lbs	0.00 lbs

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[Fleet] 2019 Chevrolet Tahoe (CC15706) 2WD 4dr Commercial

**SPARE TIRE**

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
XCQ	Tire, spare P265/70R17 all-season, blackwall (STD)	0.00 lbs	0.00 lbs

**SUSPENSION PKG**

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
Z56	Suspension Package, heavy-duty, police-rated front, independent torsion bar, and stabilizer bar and rear, multi-link with coil springs (Included and only available with (9C1) Police Vehicle only.)	26.00 lbs	0.00 lbs

**PAINT SCHEME**

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT
ZY1	Paint scheme, solid application	0.00 lbs	0.00 lbs
	<b>Options Total</b>	<b>88.00 lbs</b>	<b>-154.00 lbs</b>

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## [Fleet] 2019 Chevrolet Tahoe (CC15706) 2WD 4dr Commercial

### Standard Equipment

#### Mechanical

Engine, 5.3L EcoTec3 V8 with Active Fuel Management, Direct Injection and Variable Valve Timing includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 N-m] @ 4100 rpm) (STD)

Transmission, 6-speed automatic, electronically controlled with overdrive and tow/haul mode (STD)

Rear axle, 3.08 ratio (Not available with (NHT) Max Trailering Package.)

Suspension Package, Premium Smooth Ride (STD) (Not available with (NHT) Max Trailering Package.)

GVWR, 7100 lbs. (3221 kg) (Requires 2WD model.)

E85 FlexFuel capable

Differential, heavy-duty locking rear

Rear wheel drive

Air cleaner, high-capacity

Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator (With (9C1) Police Vehicle includes heavy-duty oil-to-coolant integral to driver-side of radiator.)

Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil

Battery, 720 cold-cranking amps with 80 amp hour rating

Alternator, 150 amps

Trailering equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way sealed connector and 2" trailering receiver

Trailer sway control

Suspension, front coil-over-shock with stabilizer bar

Suspension, rear multi-link with coil springs

Steering, power

Hill Start Assist

#### Exterior

Wheels, 17" x 8" (43.2 cm x 20.3 cm) painted steel With (9C1) Police Vehicle, includes Silver with center caps. (STD) (Not included when (NHT) Max Trailering Package is ordered.)

Tires, P265/70R17 all-terrain, blackwall (STD) (Not included when (NHT) Max Trailering Package is ordered.)

Tire, spare P265/70R17 all-season, blackwall (STD)

Wheel, full-size spare, 17" (43.2 cm) steel

Tire carrier, lockable outside spare, winch-type mounted under frame at rear

Active aero shutters, front

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## [Fleet] 2019 Chevrolet Tahoe (CC15706) 2WD 4dr Commercial

### Exterior

Fascia, front body-color (With (9C1) Police Vehicle, includes recovery hook openings, but does not include hooks.)

Fascia, rear body-color

Assist steps, Black (Premier includes chrome accent strip) (Deleted when (RVQ) Assist step kit, Black, LPO or (VXH) Assist step kit, Chrome, LPO are ordered.)

Mirrors, outside heated power-adjustable, manual-folding and color keyed driver mirror includes spotter mirror

Glass, deep-tinted (With (9C1) Police Vehicle includes all windows, except light-tinted glass on windshield and driver- and front passenger-side glass)

Wipers, front intermittent, Rainsense

Wiper, rear intermittent with washer

Liftgate, rear manual

### Entertainment

Audio system, 8" diagonal color touch-screen with Chevrolet Infotainment AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; voice-activated technology for radio and phone; and Shop with the ability to browse, select and install apps to your vehicle. You can customize your content with audio, weather and more; featuring Apple CarPlay and Android Auto capability for compatible phone; 5 USB ports and 1 auxiliary jack (STD)

Audio system feature, single-slot CD/MP3 player

Audio system feature, 6-speaker system

SiriusXM Radio delete

Bluetooth for phone personal cell phone connectivity to vehicle audio system

Chevrolet 4G LTE and available built-in Wi-Fi hotspot offers a fast and reliable Internet connection for up to 7 devices; includes data trial for 1 month or 3GB (whichever comes first) (Requires (UE1) OnStar. Available Wi-Fi requires compatible mobile device, active OnStar service and data plan. Data plans provided by AT&T. Visit [onstar.com](http://onstar.com) for details and system limitations.)

Chevrolet Connected Access with 10 years of standard connectivity which enables services such as, Vehicle Diagnostics, Dealer Maintenance Notification, Chevrolet Smart Driver, Marketplace and more (Limitations apply. Not transferable. Standard connectivity available to original purchaser for ten years from the date of initial vehicle purchase for model year 2018 or newer Chevrolet vehicles. See [onstar.com](http://onstar.com) for details and further plan limitations. Connected Access does not include emergency or security services. Availability and additional services enabled by Connected Access are subject to change.)

### Interior

Seats, front 40/20/40 split-bench with Vinyl (1FL) or Premium Cloth (1FL and 1LS), 3-passenger, includes 6-way power driver and 2 way front passenger seat adjuster, driver and front passenger power lumbar control and power reclining, center fold-down armrest with storage (includes auxiliary power outlet, USB port and input jack for audio system), storage compartments in seat cushion, adjustable outboard head restraints and storage pockets (With (9C1) Police Vehicle includes lockable storage compartment.) (STD)

Seat trim, cloth

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## [Fleet] 2019 Chevrolet Tahoe (CC15706) 2WD 4dr Commercial

### Interior

Seat adjuster, front passenger 6-way power

Seats, second row 60/40 split-folding bench, manual

Seat, third row manual 60/40 split-folding bench, fold flat

Floor covering, Black rubberized vinyl

Steering column, Tilt-Wheel

Steering wheel, urethane

Steering wheel controls, mounted audio and cruise controls includes Driver Information Center controls

Driver Information Center, 4.2" diagonal multi-color

Warning tones headlamp on, key-in-ignition, driver and right-front passenger seat belt unfasten and turn signal on

Door locks, power programmable with lockout protection and delayed locking (With (9C1) Police Vehicle, Auto Lockout is disabled on Driver door.)

Remote Keyless Entry, extended-range

Windows, power, with Express-Down and Express-Up on front doors and lock out features

Cruise control, electronic with set and resume speed

Climate control, tri-zone automatic with individual climate settings for driver, right-front passenger and rear passengers (With (9C1) Police Vehicle, includes dual-zone automatic, front and rear air conditioning electronic controls)

Defogger, rear-window electric

Power outlet, 110-volt

Power outlets, 5 auxiliary, 12-volt includes outlets in the instrument panel, console, back of console, 1 in 3rd row and 1 in cargo area (With (AZ3) 40/20/40 split-bench front seats, the outlet on the back of the console is deleted.)

Mirror, inside rearview manual day/night

Conversation mirror

Assist handles, 1st row passenger and 2nd row outboard seats (With (9C1) Police Vehicle, 1st row passenger assist handle is removed when (7X7) Spot lamps are ordered.)

Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions. With (9C1) Police Vehicle, interior lighting includes dome light, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions with control switch in the roof console

Cargo management system

Cargo net (Deleted when (ATD) 3rd row seat delete is ordered.)

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## [Fleet] 2019 Chevrolet Tahoe (CC15706) 2WD 4dr Commercial

### Safety-Mechanical

Brakes, 4-wheel antilock, 4-wheel disc, VAC power with Brake Assist

StabiliTrak, stability control system with brake assist, includes traction control

### Safety-Exterior

Daytime Running Lamps, with automatic exterior lamp control

### Safety-Interior

Teen Driver configurable feature that lets you activate customizable vehicle settings associated with a key fob, to encourage safe driving behavior. It can limit certain vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Airbags, Frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for all rows in outboard seating positions (Included and only available with (AZ3) 40/20/40 split-bench front seat. With (9C1) Police Vehicle requires (AZ3) 40/20/40 split-bench front seat and (9U3) SEO front center seat (20% seat) delete. Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Door locks, rear child security

OnStar and Chevrolet connected services capable (Fleet orders receive a 3-month trial. Visit [onstar.com](http://onstar.com) for coverage map, details and system limitations. Services vary by model.)

Rear Park Assist with audible warning

Rear Vision Camera

LATCH system (Lower Anchors and Top tethers for Children), for child safety seats lower anchors and top tethers located in all second row seating positions, top tethers located in third row seating positions

Tire Pressure Monitor System air pressure sensors in each tire with pressure display in Driver Information Center, includes Tire Fill Alert. With (9C1) Police Vehicle does not apply to spare tire.

Theft-deterrent system, electrical, unauthorized entry

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

Data Version: 9011. Data Updated: Aug 13, 2019 10:01:00 PM PDT.



[Fleet] 2019 Chevrolet Tahoe (CC15706) 2WD 4dr Commercial

**WARRANTY**

Basic Years: 3  
Basic Miles/km: 36,000  
Drivetrain Years: 5  
Drivetrain Miles/km: 60,000  
Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles  
Corrosion Years (Rust-Through): 6  
Corrosion Years: 3  
Corrosion Miles/km (Rust-Through): 100,000  
Corrosion Miles/km: 36,000  
Roadside Assistance Years: 5  
Roadside Assistance Miles/km: 60,000  
Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles  
Maintenance Note: 1 Year/1 Visit

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# Town of Florence Bid Tabulation Sheet

		<b>General Ledger Account Number:</b>	<b>011-514-505</b>
Verbal (Only allowed \$5,000 or less)		Date Prepared:	8/12/2019
Written / Fax / Email (Mandatory over \$5,000 bids attached)		Prepared By:	DHILLS
Formal Sealed Bid :	Midway Chevrolet	Open Date:	
		Close Date:	

Item(s) (Include quality, Brand, Model & Color): (3) 2019 PPV Chevy Tahoes

VENDORS	Payment Terms (Discount)	Avallability	Who Pays Shipping?	Unit Price	Extended Price	Comments
<b>1</b>	Name: Midway Chevrolet			\$36,120.37	\$108,361.11	Extended price for (3) 2019 Chevy Tahoes
	Address: 2323 W Bell Rd		Tax:			
	Phoenix Az 85023		Freight:			
	Contact: Greg Ball		Labor			
	Phone: 602- 733- 2251	Fax:				
	Email:	Date Notified of Decision:				
	Quote #:	REQ # :	PO #:			
Received:	Expires:					
<b>2</b>	Name: Midway Chevrolet			\$39,784.26	\$119,352.75	Extended price for (3) 2020 Chevy Tahoes
	Address: 2323 W Bell Rd		Tax:			
	Phoenix Az 85023	AZ	Freight:			
	Contact: Greg Ball					
	Phone: 602-733-2251	Fax:				
	Email:	Date Notified of Decision:				
	Quote #:	REQ # :	PO #:			
Received:	Expires:					
<b>3</b>	Name: San Tan Ford			\$37,496.76	\$112,490.28	Extended price for (3) Ford Explorers
	Address: 1429 E Motorplex Loop		Tax:			
	Gilbert Az 85297		Freight:			
	Contact: Jared Smith					
	Phone: 480-821-4099	Fax:				
	Email:	Date Notified of Decision:				
	Quote #:	REQ # :	PO #:			
Received:	Expires:					


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**ARIZONA STATE CONTRACT # ADSPO17-166122**

Department Head Approval:		Date:	
Finance Director Approval:		Date:	
Town Manager Approval:		Date:	

Exhibits Attached:	
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If over \$24,999, must go to Town Council for approval.  
 Attach this approved form to purchase request with written quotes, if applicable.

	<b>TOWN OF FLORENCE COUNCIL ACTION FORM</b>	<b><u>AGENDA ITEM</u></b> <b>8d.</b>
<b>MEETING DATE:</b> September 3, 2019  <b>DEPARTMENT:</b> Public Works, Water & Wastewater Division  <b>STAFF PRESENTER:</b> Christopher Salas Public Works Director Town Engineer  <b>SUBJECT:</b> Authorization to contract with Ellison Mills Contracting LLC		<input checked="" type="checkbox"/> <b>Action</b> <input type="checkbox"/> <b>Information Only</b> <input type="checkbox"/> <b>Public Hearing</b> <input type="checkbox"/> <b>Resolution</b> <input type="checkbox"/> <b>Ordinance</b> <input type="checkbox"/> <b>Regulatory</b> <input type="checkbox"/> <b>1<sup>st</sup> Reading</b> <input type="checkbox"/> <b>2<sup>nd</sup> Reading</b> <input type="checkbox"/> <b>Other</b>
<b>STRATEGIC PLAN REFERENCE:</b> <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

**RECOMMENDED MOTION/ACTION:**

Authorization to contract with Ellison Mills Contracting LLC utilizing Job Order Contract # 0816-14 through the City of Casa Grande Public Works On-Call Maintenance and Repair Services in an amount not to exceed \$800,000 and to void the existing professional services contract entered into on August 5, 2019.

**BACKGROUND/DISCUSSION:**

The Public Works Department is asking to effectively increase the contract amount with Ellison Mills to \$800,000. Upon award of the contract on August 5, staff awarded a task order to rehabilitate ten manholes for \$260,586.50. Subsequent to the approval of the contract additional task orders have been identified by the Town. The upper clarifier at the North Wastewater Treatment Plant has failed again before a planned rebuild project this summer. The final negotiated cost for this project is \$135,349.93. The Town has been supplied with all the pricing for materials and fabrication to verify the cost estimate. The Town is taking every possible step to ensure we receive the best possible prices on maintenance projects. The funding for the upper clarifier is being handled as an internal budget adjustment and the funds are coming from the CIP SU-88, South WWTP Expansion Headworks project. The other project identified is the need for the piping and sand filter for last years Well 2B project. The project is expected to cost \$166,996.44. The Town has been supplied with all the pricing for materials and fabrication to verify the cost estimate. The Well 2B project cannot be completed under the existing \$500,000 contract and that is the reason for the increase in contract price. The funding for the Well 2B piping is being handled as an internal budget adjustment and the funds

are coming from the CIP WU-83, Downtown 12" Loop project. Staff is asking for an additional \$200,000 to provide staff the ability to perform maintenance on an as needed basis.

Job Order Contracting services are an industry norm for Water and Wastewater Departments. Normal modifications are often needed, and it is not cost effective to prepare engineered construction documents in order to facilitate a formal bid solicitation. Oftentimes the preparation of construction documents are more expensive than the projects themselves. Larger maintenance projects are similarly cheaper to facilitate through the use of a Job Order Contracting. Activities that will be performed as part of this Job Order Contract are as follows:

Services will be provided on an as needed basis through a task-order process. The process will consist of the Town contacting the Ellison Mills Contracting and requesting proposal(s) for services related to an individual project. Ellison Mills Contracting will then prepare a detailed scope and budget for each individual Task Order. Scope and Fee for each task order will be agreed upon between the Town Representative and Ellison Mills Contracting prior to proceeding with required services.

#### General Civil Construction / Repairs

Work anticipated to be performed under this category includes repairs to both above-ground and underground piping systems. Work may include removal & replacement of AC paving, concrete, etc., as may be necessary.

Tasks may include work such as the following: Repairs of water mains (up to 16" in diameter); repair of sewer pipelines (up to 48" in diameter); repair / replacement of various water valves; repair / reconstruction of sewer manholes; other related tasks as necessary.

#### Mechanical Services

Work anticipated to be performed under this category includes service and repair of mechanical process equipment such as: Belt Filter Presses; Sludge Thickeners; skimmers; blowers; various gates and weirs for fluid control; and various mixers used in fluid processes. Work anticipated also includes services required to maintain or repair components of the material recovery equipment and baler at the landfill facility.

#### Concrete and Masonry

Work anticipated to be performed under this category include: repairs, replacement, and minor construction of various concrete and masonry structures and appurtenances; other related tasks as necessary.

#### Cleaning of Pipe, Culverts, Drywells

Work anticipated to be performed under this category includes: Drywell inspection, maintenance, and cleaning; cleaning of storm-drain basins and pipelines; cleaning of retention basins.

### Water Meter Services

Work anticipated to be performed under this category includes the following services in support of service to water customers; Meter reading services meter turn-on and turn-off services on a call-out basis; meter change-out services.

### Cleaning of Sanitary Sewer Pipe and Manholes

Work anticipated to be performed under this category includes; cleaning, root cutting, video-inspection (CCTV), electronic inspection, leak detection, manhole repair and coating services.

City of Casa Grande Public Works On-Call Maintenance and Repair Services Job Order Contract # 0816-14 is on-file with the Clerk's Office.

### **A VOTE OF NO WOULD MEAN:**

The Town is planning to utilize this contract for several maintenance projects that are outside the area of expertise of our staff. The Town is planning to rehabilitate and rebuild several manholes in poor condition, rebuild an inoperable sluice gate, and pipe modifications at the water and wastewater plants. A vote of no would delay all these projects that are high priority and time sensitive projects.

### **A VOTE OF YES WOULD MEAN:**

A vote of yes would allow all these projects that are high priority projects to be completed in an efficient and expedient manner.

### **FINANCIAL IMPACT:**

The cost to provide parts will not exceed \$800,000.

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:**

Town of Florence Cooperative Cover Contract w/ Exhibit 1

**TOWN OF FLORENCE  
PROFESSIONAL SERVICES CONTRACT**

THIS PROFESSIONAL SERVICES CONTRACT (“**Contract**”), is made and entered into as of September 3, 2019 (“Effective Date”), and is by and between the Town of Florence, a municipal corporation of the State of Arizona (“**Town**”), and Ellison Mills Contracting LLC., (“**Contractor**”). The Town and the Contractor may be referred to in the Contract collectively as the “parties” and each individually as a “party”.

**RECITALS**

**WHEREAS**, the Town desires to Contract for On-Call Professional Services. Services will be provided on an as needed basis through a task-order process. The process will consist of the Town contacting Contractor and requesting proposal(s) for services related to an individual project. Contractor will then prepare a detailed scope and budget for each individual Task Order. Scope and Fee for each Task Order will be agreed upon between the Town and Contractor prior to proceeding with required services;

**WHEREAS**, Contractor is duly qualified to perform the requested services;

**WHEREAS**, Contractor has agreed to perform the services as set forth in Exhibit 1 attached hereto and incorporated herein;

**WHEREAS**, Town desires and Contractor agrees that this Contract is entered into by the parties, as a cooperative purchase pursuant to the City of Casa Grande JOC #0816-14 Contract dated August 25, 2016 between the City of Casa Grande and Ellison Mills Contracting, and Contractor agrees that the master cooperative solicitation/Contract documents issued by the City of Casa Grande for the Services (“Master Contract”) is in full force and effect and all terms and conditions of the Master Contract are incorporated by reference into this Contract.

**NOW THEREFORE**, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

**AGREEMENTS**

**1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION**

Contractor shall act under the authority and approval of the Contract Administrator for the Town, further named herein, to provide the professional services required by this Contract.

1.1 Service Description. The Contractor shall provide the requested services as set forth in Exhibit 1 and as set forth in individual Task Orders (the “Services”). This Contract includes this agreement, including any attachments, and any Task Orders that may be issued as agreed to by the parties to implement the services. Task Order means a specific written agreement between the Town and Contractor for work to be performed under this Contract for an individual, mutually agreed upon scope of work, schedule and price. In response to Task Orders that may be mutually agreed upon and issued periodically by Town, Contractor shall perform the Services, except as may be specified elsewhere in the Contract which will be defined and further described as to specific project requirements in each Task Order. The Services shall be performed in accordance with the requirements set forth in each Task Order.

## 1.2 Acceptance and Documentation.

1.2.1 Each deliverable shall be reviewed and approved by the Town Manager or his designee to determine acceptable completion.

1.2.2. The Town shall provide all necessary information to the Contractor for timely completion of the tasks specified in Item 1.1 above.

1.2.3 All documents, including but not limited to, data compilations, studies, and/or reports, which are prepared in the performance of this Contract are to be and remain the property of the Town and are to be delivered to the Town Manager before final payment is made to the Contractor.

## 2.0 FEES, CATEGORIES OF SERVICE AND PAYMENTS

2.1 Fees. Contractor will be paid within 30 days of the receipt of an itemized invoice. Monthly payment may be made to Contractor on the basis of a progress report prepared and submitted by Contractor for the Services completed through the last day of the proceeding calendar month and for the production of the deliverables as spelled out in Exhibit 1, and the individual Task Order approved by the Town.

2.2 Categories of Service. Services means in response to Task Orders, including Exhibit 1, that may be mutually agreed upon and issued periodically by Town, Contractor shall furnish all necessary work which will be defined and further described as to specific project requirements in each Task Order.

2.3 Payment Approval. Amounts set forth in Section 1.1 and 2.2 represent the entire amounts payable under this Contract and shall be paid upon the submission of monthly invoices to and approved by the Town. All invoices are to be emailed to [accountspayable@florenceaz.gov](mailto:accountspayable@florenceaz.gov).

2.4 Business License. Contractor will purchase and maintain a business license with the Town of Florence.

## 3.0 SCHEDULE AND TERMINATION

3.1 Project Schedule. The Contractor shall perform the Scope of Work in accordance with the schedule attached as Exhibit 1, and any Task Order.

### 3.2 Termination.

3.2.1 Termination for Cause: Town may also terminate this Contract with seven (7) days' prior written notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any industry standards and customary practices terms and conditions of this Contract. Unsatisfactory performance as judged by Industry standards and customary practices, and failure to provide Town, upon request, with adequate assurances of future performance shall all be causes allowing Town to terminate this Contract for cause. In the event of termination for cause, Town shall not be liable to Contractor for any amount, and

Contractor shall be liable to Town for any and all damages sustained by reason of the default which gave rise to the termination.

3.2.2 Termination for Convenience. The Parties reserve the right to terminate this Contract with or without cause upon 30 days' prior written notice. In the event the Town terminates this Contract pursuant to this Section 3.2.2, then in that event the Town agrees to pay for the work performed prior to the date of termination. Town may terminate this Contract, or any part thereof for its sole convenience, at any time without penalty or recourse.

3.2.3 Termination for Violation of Law. In the event Contractor is in violation of any Federal, State, County or Town law, regulation or ordinance, the Town may terminate this Contract immediately upon giving notice to the Contractor.

3.3 Funds Appropriation. If the Town Council does not appropriate funds to continue this Contract and pay for charges hereunder, the Town may terminate this Contract at the end of the current fiscal period. The Town agrees to give written notice pursuant to Section 4.13 of termination to the Contractor at least thirty (30) days prior to the end of its current fiscal period and will pay to the Contractor all approved charges incurred through the end of such period.

3.4 Terms. The term of this Contract shall be from the Effective Date through June 30, 2020. Task Orders may be issued at any time during the term of this Contract. This Contract will remain in full force and effect during the performance of any Task Order. The contract may be renewed upon mutual agreement of the parties.

#### **4.0 GENERAL TERMS**

4.1 Entire Contract. This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

4.2 Arizona Law. This Contract shall be governed and interpreted according to the laws of the State of Arizona, without reference to choice of law or conflicts of laws principles thereof.

4.3 Modifications. Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

4.4 Assignment. Services covered by this Contract shall not be assigned or sublet in whole or in part without the prior written consent of the Finance Director and Contract Administrator.

4.5 Successors and Assigns. This Contract shall extend to and be binding upon Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which Contractor shall merge, consolidate or be liquidated, or any person, corporation, partnership or other entity to which Contractor shall sell its assets.

4.6 Contract Administrator. The Contract Administrator for the Town shall be the Town Manager or designee. The Contract Administrator shall oversee the execution of this Contract, assist the Contractor in accessing the organization, audit billings, and approve payments. The Contractor shall channel reports and special requests through the Contract Administrator.

4.7 Records and Audit Rights.

4.7.1 Contractor's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the Town to substantiate charges and claims related to this Contract shall be open to inspection and subject to audit and/or reproduction by Town's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the service or work, and any invoices, change orders, payments or claims submitted by the Contractor or any of his payees pursuant to the execution of the Contract. The Town's authorized representative shall be afforded access, at reasonable times and places, to all of the Contractor's records and personnel pursuant to the provisions of this section throughout the term of this Contract and for a period of three years after last or final payment.

4.7.2 Contractor shall require all subcontractors, insurance agents, and material suppliers to comply with the provisions of this section by insertion of the requirements hereof in a written Contract between Contractor and such subcontractors, insurance agents, and material suppliers.

4.7.3 If an audit in accordance with this section, discloses overcharges, of any nature, by the Contractor to the Town in excess of one percent (1%) of the monthly billings, the actual cost of the Town's audit shall be reimbursed to the Town by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time, not to exceed thirty (30) days from presentation of Town's findings to Contractor.

4.8 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

4.9 Ineligible Bidder. The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or Contractor on the solicitation for which they prepared the specification.

4.10 Independent Contractor.

4.10.1 The Services Contractor provides under the terms of this Contract to the Town are that of an Independent Contractor, not an employee, or agent of the Town. The Town will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

4.10.2 Town shall not withhold income tax as a deduction from Contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

4.11 Conflict of Interest. The Town may cancel any Contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the Town's departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when written notice from the Town is received by all other parties to the Contract, unless the notice specifies a later time (A.R.S. § 38-511).

4.12 Compliance with Federal and State Laws.

4.12.1 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.

4.12.2 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").

4.12.3 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.

4.12.4 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.

4.12.5 The Town may, at its 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.

4.12.6 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.

4.12.7 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.

4.12.8 The provisions of this Section 4.12 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.

4.13 Notices. All notices or demands required to be given pursuant to the terms of this Contract shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Contractor: Ellison Mills Contracting LLC  
Jason DeCarlo  
3152 N Lear Avenue, Suite 2  
Casa Grande, AZ 85122  
(520) 876-4004  
jdecarlo@ellison-mills.com

In the case of Town: Town of Florence  
775 N, Main Street  
PO Box 2670  
Florence, AZ 85132  
Attn: Town Manager

Notices shall be deemed received on date delivered, if delivered by hand, or on the delivery date indicated on receipt if delivered by certified or registered mail.

4.14 Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.

4.15 Taxes. Contractor shall be solely responsible for any and all tax obligations which may result out of the Contractor's performance of this Contract. The Town shall have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor.

4.16 Advertising. No advertising or publicity concerning the Town using the Contractor's services shall be undertaken without prior written approval of such advertising or publicity by the Town Contract Administrator. Written approval is required until such time as the project is complete or any adjudication of claims relating to the services provided herein is complete, whichever occurs later.

4.17 Counterparts. This Contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract shall be deemed to possess the full force and effect of the original.

4.18 Captions. The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

4.19 Subcontractors. During the performance of the Contract, the Contractor may engage such additional Subcontractors as may be required for the timely completion of this Contract. The addition of any Subcontractors shall be subject to the prior approval of the Town. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor. The Town acknowledges the sub-consultant(s) listed in Exhibit 1 and consents to the use of that sub-consultant.

4.20 Indemnification.

4.20.1 To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall indemnify, defend, hold harmless Town of Florence, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to damages for personal injury or personal property damage, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work or services in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

To the fullest extent permitted by law, Town of Florence, its successors, assigns and guarantors, shall indemnify and hold harmless Contractor, its agents, Representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, loses, expenses, including but not limited to, reasonable attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expenses, related to, arising from or out of, resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused by the Town of Florence relating to work or services in the performance of this Contract.

4.20.2 Insurance provisions set forth in this Contract are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this sections shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.21 Changes in the Work.

4.21.1 The Town may at any time, as the need arises, order changes within the scope of the work without invalidating the Contract. If such changes increase or decrease the amount due under the Contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by written Change Order.



4.21.2 The Town will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to the prior written approval by the Town.

4.21.3 Contract Change Orders are subject to the Rules and Procedures within the Town's Procurement Code.

4.22 Co-op Use of Contract. The Town and Contractor agree that this Contract is entered into by the parties, as a cooperative purchase pursuant to the City of Casa Grande JOC Contract dated August 25, 2016 between the City of Casa Grande and Ellison Mills Contracting, and Contractor agrees that the master cooperative solicitation/Contract documents issued by the City of Casa Grande for the Services("Master Contract") is in full force and effect and all terms and conditions of the Master Contract are incorporated by reference into this Contract.

4.23 Alternative Dispute Resolution. If a dispute arises between the parties relating to this Contract, the parties agree to use the following procedure prior to either party pursuing other available remedies:

4.23.1 A meeting shall be held promptly between the parties, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.

4.23.2 If, within 30 days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually acceptable neutral person not affiliated with either of the parties (the "neutral"), seeking assistance in such regard if they have been unable to agree upon such appointment within 40 days from the initial meeting. The fees of the neutral shall be shared equally by the parties.

4.23.3 In consultation with the neutral, the parties will select or devise an alternative dispute resolution procedure ("ADR") by which they will attempt to resolve the dispute, and a time and place for the ADR to be held, with the neutral making the decision as to the procedure, and/or place and time (but unless circumstances require otherwise, not later than 60 days after selection of the neutral) if the parties have been unable to agree on any of such matters within 20 days after initial consultation with the neutral.

4.23.4. The parties agree to participate in good faith in the ADR to its conclusion as designated by the neutral. If the parties are not successful in resolving the dispute through the ADR, then the parties may agree to submit the matter to binding arbitration or a private adjudicator, or either party may seek an adjudicated resolution through the appropriate court.

4.24 Town Provided Information and Services. The Town shall furnish the Contractor available studies, reports and other data pertinent to the Contractor's services; obtain or authorize the Contractor to obtain or provide additional reports and data as required; furnish to the Contractor services of others required for the performance of the Contractor's services hereunder, and the Contractor shall be entitled to use and rely upon all such information and services provided by the Town or others in performing the Contractor's Services under this Agreement.

4.25 Estimates and Projections. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, the Contractor has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the Contractor makes no warranty that the Town's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the Contractor's opinions, analyses, projections, or estimates.

4.26 Access. The Town shall arrange for access to and make all provisions for the Contractor to enter upon public and private property as required for the Contractor to perform Services hereunder.

4.27 Third Parties. The services to be performed by the Contractor are intended solely for the benefit of the Town. No person or entity not a signatory to this Agreement shall be entitled to rely on the Contractor's performance of its services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Contractor's Services hereunder.

## **5.0 INSURANCE**

5.1. General. Contractor agrees to comply with all Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to Town of Florence. Failure to maintain insurance as specified may result in termination of this Contract at Town of Florence's option. The Contractor is primarily responsible for the risk management if its work under this Contract, including but not limited to obtaining and maintaining the required insurance and establishing and maintaining a reasonable risk control and safety program. Town reserves the right to amend the requirements herein at any time during the Contract. The Contractor shall require any and all subcontractors to maintain insurance as required herein naming the Town and Contractor as "Additional Insured" on all insurance policies, except Worker's Compensation, and this shall be reflected on the Certificate of Insurance. The Contractor's insurance coverage shall be primary insurance with respect to all available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the Indemnification provision of this Contract. To the extent permitted by law, Contractor waives all rights of subrogation or similar rights against Town, its representatives, agents, and employees. All insurance policies, except Workers' Compensation, required by this Contract, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of performance of this Contract, Town of Florence, its mayor and councilmembers, agents, representatives, offices, directors, officials and employees as Additional Insureds. The Town reserves the right to require complete copies of all insurance policies and endorsements required by this Contract at any time. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of Contract.

5.2 No Representation of Coverage Adequacy. By requiring insurance herein, Town of Florence does not represent that coverage and limits will be adequate to protect Contractor. Town of Florence reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

5.3 Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Contract is satisfactorily performed, completed and formally accepted by the Town of Florence, unless specified otherwise in this Contract.

5.4 Policy Deductibles and or Self Insured Retentions. The policies set forth in these requirements may provide coverage which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to Town of Florence. Contractor shall be solely responsible for any such deductible or self-insured retention amount. Town of Florence, at its option, may require Contractor to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

5.5 Use of Subcontractors. If any work under this Contract is sub-contracted in any way, Contractor shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Town of Florence and Contractor. Contractor shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

5.6 Evidence of Insurance. Prior to commencing any work or Services under this Contract, Contractor shall furnish Town of Florence with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage and that such coverage and provisions are in full force and effect.

5.7 Required Coverage.

5.7.1 Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent Contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance limited to, separation of insureds clause. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader to coverage scope then underlying.

5.7.2 Worker's Compensation Insurance. Contractor shall maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having

jurisdiction of Contractor's employees engaged in the performance of work or Services under this Contract and shall also maintain Employers Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$250,000 disease policy limit.

5.7.3 Commercial Auto Coverage. Auto Liability limits of not less than \$1,000,000 each accident, combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto" or "All Owned, Scheduled, Hired and Non-Owned".

**6.0 SEVERABILITY AND AUTHORITY**

6.1 Severability. If any term or provision of this Contract shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract shall remain in full force and effect and such term or provision shall be deemed to be deleted.

6.2 Authority. Each party hereby warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the Town of Florence by its Mayor, Tara Walter has hereunto subscribed her name this 5 day of August, 2019.

TOWN OF FLORENCE

By: \_\_\_\_\_  
Tara Walter, Mayor

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

Name: \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
Lisa Garcia, Town Clerk

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

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

Name: \_\_\_\_\_

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

Approved as Form:

\_\_\_\_\_  
Clifford L. Mattice, Florence Town Attorney

# **EXHIBIT "1"**

## **FEE SCHEDULE**

The City of Casa Grande has established a pre-qualified list of Consultants to provide non-exclusive construction, repair, and maintenance services on an as-needed basis in support of various City departments and projects.

This Contract shall not be a guarantee or promise of work; the execution of this Contract shall enable the City to direct work in an expeditious manner when required.

Assignment of available projects will be made to the selected firms possessing necessary specialty as required. Projects assigned to any one consultant are not to exceed a maximum of \$49,999 in aggregate fees within any Fiscal Year. No single award to any individual consultant or firm will be in excess of \$25,000.

The City of Casa Grande Project Manager (PM) or his designated representative shall select from this list qualified firm(s) as appropriate for any given project. The PM or his designated representative shall enter into negotiations with the selected firm for scope and fees. Once an agreement is reached, a purchase order and notice to proceed shall be issued to the firm.

**WORK SHALL NOT COMMENCE ON ANY PROJECT UNTIL A NOTICE TO PROCEED IS ISSUED BY THE CITY**

# MEMORANDUM

To: Mayor and Town Council  
From: Brent Billingsley, Town Manager  
Copy: Department Heads  
Date: September 3, 2019  
Re: Town Manager's Report

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I thought that it would be important to make the connection between the Council Strategic Plan and current Town priorities, therefore this memo provides select updates by Strategic Plan Area. It is not intended to be exhaustive list, just an update on one project per area. I do not want to supplant or duplicate the individual department reports that Council receives on a monthly basis.

**Community Vitality:** Our Youth Field Building Grant application requesting funding to renovate the Florence Little League Park, was personally delivered to the Arizona Diamondbacks office in downtown Phoenix. This grant opportunity is part of the Arizona Diamondbacks Foundation and is called the “Diamonds Back” Youth Field Building Grant. We requested \$275,000 to replace and/or repair field lighting, bleachers/benches, shade structures, field improvements/irrigation and the dugouts. The Town was pleased to receive seven Letters of Support from the following individuals: Councilmember Karen Wall, Florence Police Chief Dan Hughes, Pinal County Supervisor Pete Rios, Pinal County Sheriff Mark Lamb, Executive Director of the Greater Florence Chamber of Commerce Larry Johnson, Florence High School Assistant Principal and Athletic Director Shawn Cluff, and Florence Little League Secretary Holly Silvas. Final funding decisions will be announced in late November or December of this year.

**Produce On Wheels With-Out Waste (POWWOW):** Borderlands Produce Rescue is a non-profit organization, based in Nogales whose purpose is to “rescue” excess produce and distribute to the public at affordable prices. POWWOW is but one of four programs, used to distribute the excess produce.

Florence POWWOW is penciled in on the fourth Saturday of each month, beginning in November through May. Florence’s first POWWOW distribution date is planned for Saturday, November 23rd. We will begin to publicize that specific date once all the other POWWOW locations are determined, approximately by mid-September. Our program’s two main contacts are, John Nixon and Trish Buchanan.

Additional volunteers are needed. Our immediate needs are to recruit volunteers, determine who will be our three team leaders and determine what additional equipment (tables, canopies, etc.) is necessary to present this program.

Recent event update:

- **Arizona Parks and Recreation Association Annual State Conference (APRA):** Community Services Director Bryan Hughes and recreation division staff attended the 69th annual Arizona Parks and Recreation Association State Conference

Tuesday through Thursday, in Oro Valley. Parks and Recreational professionals from all over Arizona attended the conference.

APRA offers a variety of informative and helpful seminars. Company representatives occupied the exhibit hall displaying the latest products and equipment in the parks and recreation industry. The conference was also an ideal opportunity to renew old friendships and engage in valuable networking. The exchange of ideas and recommendations from other state-wide departments cannot be understated. Director Bryan Hughes presented a session titled, "Small Yet Mighty Parks and Recreation Departments: Does Size Really Matter?" which was held before a packed room.

- **APRA Award Winner: 2019 Home Tour:** APRA holds its annual awards dinner and ceremony as part of the annual statewide conference and recognizes departmental and individual excellence in several categories. Over 60 nominations for awards were received and scored by a committee of recreation professionals. Our department is proud to report that the 2019 Home Tour was named the Outstanding Cultural Awareness Program. Department representatives Alison Feliz and John Nixon accepted the award on behalf of the department.
  
- **Teen Council and Youth Commission at League of Cities and Towns Conference:** Members from both the Youth Commission and Teen Council traveled to Tucson to participate in the Arizona League of Cities and Town's Youth Program. Youth Commission members Delores "Lolita" Vasquez, Cara Roberts and Jayden McMillin and Teen Council representatives Rachel Francisco and Madison Whorman attended the Youth Program. The Program began with a Parade of Flags (which our representatives assisted with) and Opening General Session followed by several sessions including:
  - Teen Dating Violence
  - Financial Literacy for Youth and Teens
  - Speed & Poster Board Networking (involvement with other youth councils and commissions)

Following the final session, rec leader and teen advisor David Lewis said our teen representatives took it upon themselves to invite youth from other communities, to attend a "post-conference" get-together to review the day's sessions. The Teens also showed the "Bully" video the Teen Council created. Our representatives presented several \$10 Starbucks Gift Cards to those who attended this post-conference get together.

**Economic Prosperity:** The Town of Florence and Pinal County will be hosting The Connected and Autonomous Vehicles Seminar (CAV 101) on Thursday, September 26, 2019 from 9:00 AM to 2:00 PM. CAV 101 will explore key aspects of the "smart" and "self-driving" vehicle industries and focus on the changing infrastructure needs and new policy guidelines. CAV 101 is designed specifically for municipal elected officials and senior leadership as well as economic development, planning, and transportation specialists who are interested to learn how best to prepare for the future of transportation.

With the recent announcement of Lucid Motors in Casa Grande and Nikola Motor Company in Coolidge, Pinal County is poised to experience more interest and growth from

the smart and self-driving industries.

**Leadership and Governance:** It was requested that this report provide a look forward to future Town Council agenda items. The following is a list of future items for potential Town Council action. This list is not intended to be comprehensive but represents important forthcoming items:

- Citizen Survey results
- Regional Transportation Plan Update
- Parks Trails and Open Space Plan
- Spirit Loop Arch Culvert 4.1 acceptance
- Redevelopment Plan Update
- Vacant Building Program
- Contract Award (Hunt Highway / Fire Station #2)
- CFD #2 Special Assessment Bond Offering
- General Plan Update contract award
- Town Fee Schedule Update

**Partnerships and Relationships:** Town staff is working with the Pinal County Grants Administrator and Public Works Facilities Director to discuss cooperative infrastructure projects that will be funded through Pinal County's allocation of Community Development Block Grant (CDBG) funds. In its draft CDBG Consolidated Plan, the County has budgeted \$989,000 for infrastructure improvements in Florence during FY 2019. The Town and County have discussed using the funds to finish the Town's Water Main Loop Project, to install water laterals, and make other water system upgrades in the downtown to increase fire flows.

**Transportation and Infrastructure:** The Public Works Department has several projects ongoing but two are of particular interest.

- Manhole Rehabilitation Project: All manholes have been cleaned and inspected 7 of the 10 manholes have been treated with the underlayment Ellison Mills is scheduled to complete the project on September 13<sup>th</sup>.
- WU-83, Downtown 12" loop: Mainline completed Chlorine injected 8/27. Water line pressure tested 8/27, test passed Bac 'T' test results due 8/29. Service line tie overs scheduled for 8/30 Ellison Mills is scheduled to pave and complete the project on September 9<sup>th</sup>.



## Upcoming Events/Meetings/Forums:

Date	Time	Event	Host	Venue
September 6 <sup>th</sup>	10:00 a.m.	Grandparents Day	Senior Center	Dorothy Nolan Senior Center
September 6 <sup>th</sup>	5:30 p.m.	AZ Humanities FRANK Talk: Can We Get Along?	Library	Library & Community Center
September 11 <sup>th</sup>	11:00 a.m.- 1:30 p.m.	Patriot Day Luncheon for First Responders	Senior Center	Dorothy Nolan Senior Center
September 20 <sup>th</sup>	7:00 a.m.	Home Improvement Fundraiser*	Senior Center	Dorothy Nolan Senior Center
September 27 <sup>th</sup>	6:00 p.m.	Stargazing into Fall	Library/Recreation	Library & Community Center

\*Fundraiser for senior residents needing assistance with home projects.

## Success Stories:

### Statewide:

- Sales Tax collections grew by 6.1% in July. Retails grew by 5.8%, and Restaurant by 6.5%. Contracting continues to be the biggest gainer, as it increased by 14.4%. Individual Income Tax collections increased by 12.7%, which would mean a larger portion of state shared revenues, if the trend holds throughout the fiscal year.
- HURF collections were up 8.5% compared to July of last year and were \$4.8 million above the forecast. This continues a strong performance for the HURF fund.
- In June, Arizona's 12-month total of single-family building permits was 31,249, or 6.6% more than a year ago. For Florence, the 12-month period ending on July 31st saw an increase of 3.5% over the same period last year. Florence's 35 single-family permits in July were the highest since July 2009. The last time Florence issued more than 35 permits in a month was in August 2008.
- Arizona's correctional industry gained in inmate population in July. The state saw a .3% increase since July 2018. This is good for Florence, as these additional residents will be included in the 2019 Population Estimates that the Census Bureau will release next May. A higher population count means additional state shared revenues for Florence.

## Current Advertisements:

The following Requests for Proposals are currently Open:

1. None

The following Requests for Proposals are Under Review:

1. General Plan Update
2. 2020 Florence Music Festival
3. Veterans Memorial Plaza



# TOWN OF FLORENCE

## Community Development

224 W. 20<sup>th</sup> Street

Florence, AZ 85132

Office: 520-868-7542

Fax: 520-868-7546

**COUNCIL MEETING DATE:** September 2, 2019

**STAFF PRESENTER:** Larry Harmer

**SUBJECT:** Community Development Monthly Report

### **Projects:**

#### **Anthem at Merrill Ranch**

- Unit 5
  - Landscape installation initiated
  - Paved 4/10/19
  
- Unit 7
  - Landscape installation initiated
  - Paved 4/10/19
  
- Unit 32
  - Civil Plans approved – Pave Q3 2020
  - Sewer construction to begin 11-2019
  
- Unit 34
  - Improvement Plan approved
  - Landscape Plan submittal 2020
  
- Unit 52
  - Paved – working on adjustments
  - Landscape completed
  - Letter of Acceptance being completed
  
- Unit 55A
  - Start sewer July 2019
  - Pave Q1 2020
  - Landscape submittal Q3 2019

- Unit 55B
  - Civil Plans approved – Pave Q3 2019
  - Grading complete
  
- Units 56B and 58
  - Pre-plat submittal Q3 2019
  
- Unit 57
  - Pre-plat in 2019
  - Grading with Unit 55
  
- Unit 60
  - Improvement Plan approved
  - Final Plat recorded
  - Landscape Plan submittal – 2<sup>nd</sup> Quarter 2019
  - Grading 2019
  - Sewer start 4/15/19

#### **Attaway Crossing Annexation**

- Updates have been received from Applicant
  - A new annexation petition needs to be submitted
  - A revision to the cost-benefit has been prepared that addresses years 11-20
  - A new PUD will be submitted to address this development as free-standing (separate from Merrill Ranch)
  - Met with applicant and Merrill Ranch representatives June 18 to discuss further.

#### **Monarch/Aspen Farms**

- Submittal for new Planned Unit Development (PUD) under review
- 1<sup>st</sup> review comments have return to the applicants for response/revisions
- Town staff has been meeting with applicant to discuss revisions

#### **Smith Building**

- Remodeling continuing under current permit

#### **Sign Code Amendments**

- Continued by Council pending a discussion regarding off-premise signs
- Ad Hoc Committee appointed meeting on July 22.

### Redevelopment Plan Update

- Contract awarded to PLAN\*et Consulting
- First Focus Groups held on July 23 ... a draft report has been received and is being reviewed by staff. One-on-One interviews will follow.

### 2030 General Plan Update

- Mandatory Pre-Submittal Meeting held June 20, 2019
- Qualification submittals due July 18, 2019
- Interviews were held on August 13.
- A recommended Consultant Team will be forwarded to Council for contract award in late September or early October.

### July Code Compliance Notices:

- Verbal: 20
- Written: 41
- Compliance: Averages about 60% per month ... the remaining are still in the process.

### Permits Issued July 2019 (August 2019 totals should be available the 2<sup>nd</sup> week in September)

• New Single Family Residential	35 (Total of 151 for the calendar year)
• Manufactured Homes	3
• <u>Other</u>	<u>58</u>
<b>Total for July 2019</b>	<b>96</b>

# Memorandum



**To:** Brent Billingsley, Town Manager  
**From:** Bryan C. Hughes, Community Services Director  
**Date:** August 16, 2019  
**Re:** August 2019 Department Report

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## Project Updates

- Staff and our consultants, WestLand Resources and J2 Engineering and Design, are meeting more frequently with the Bureau of Land Management (BLM) staff on the **Poston Butte** project. Emphasis has shifted to completing the Environmental Assessment and the Memorandum of Agreement (MOA) with BLM and the State Historic Preservation Office (SHPO) for data collection and monitoring construction activity during development. Staff and BLM continue to work together with the goal of finalizing a lease by the end of the calendar year. The next conference call is scheduled for Wednesday, July 31<sup>st</sup>.
- The **Parks and Recreation Master Plan** continues to move forward. Our landscape architect consultant, J2 Engineering and Design plans to present a sketch of proposed improvements to Heritage Park to the Parks and Recreation Advisory Board on Thursday, September 5<sup>th</sup>. The draft will be presented at public meeting that evening at 6:00 p.m. at the Library and Community Center. Staff plans to present the draft parks and recreation master plan and park plan to the Town Council on September 16<sup>th</sup>.
- The **Veterans Memorial Project** is moving forward. Staff issued an Invitation to Bid (ITB) seeking a contractor to install the flagpoles, statue and other elements of the project. The submittal deadline is August 21<sup>st</sup>. A contract with the successful bidder will be brought to the Town Council for consideration on September 3<sup>rd</sup>, with work anticipated to begin immediately after to meet the goal of a Veterans Day Dedication on November 11<sup>th</sup>. The American Legion continues to accept donations, which may be eligible for a tax deduction.

## Special Events

- Ali gave an update to the Town Council on upcoming events through December 2019. There was also a sneak peek at a few new events. The presentative has been uploaded to the Town's website.
- Staff has issued a Request for Proposals (RFP) for a new music festival. The Town is seeking a promoter to coordinate a music festival in spring 2020 that would attract visitors to the town and promote local business. The deadline for proposals is August 29<sup>th</sup>.
- Staff will also be issuing a Request for Proposals (RFP) for a new arts and crafts festival. The Town is seeking a promoter or partner to coordinate an arts and

crafts festival in spring 2020 that would also attract visitors to the town and promote local business.

### Program Updates

- The **Aquatic Center** schedule continues with evening and weekend programming. Upcoming programs and events include:
  - Open Swim: Held Wednesday from 4:00-9:00 p.m. and Saturday and Sunday from 12:00-5:00 p.m.
  - Family Swim Night continues every Friday from 6:00-9:00 p.m.
  - Lap Swim: Monday through Thursday, 5:00-7:00 p.m.
  - The facility will close for the season following Labor Day Weekend.

### Boards and Commissions

- Parks and Recreation Advisory Board
  - The Board is scheduled to have a special meeting on Thursday, September 5<sup>th</sup>.
- Arts and Culture Commission
  - The Commission is scheduled to meet on Thursday, September 12<sup>th</sup>.
- Youth Commission
  - The Commission is scheduled to meet on Thursday, September 19<sup>th</sup>. The commission is still seeking two new members and one alternate.

The **Florence Teen Council (FTC)** jumped right back into things with the start of the new school year. Teens meet at the Library and Community Center every Wednesday at 3:30 p.m.

- Staff continues to hold our workshops for teens, which often include guest speakers, to present “life skills” to the FTC. The most recent topic was “Paying for College”.
- On August 3<sup>rd</sup>, the FTC held the final teen pool party of the summer. There were 46 teens in attendance.
- We continue to hold our workshops for teens and had more speakers come and present “life skills” to the FTC. The most recent topic was “Paying for College”.
- The FTC held planning meetings for a few upcoming events this fall, including:
  - Middle School Lock-In to be held at the Library and Community center on September 6<sup>th</sup>. This will be the second year of this event.
  - Halloween Fright Fest – The FTC hosts a Haunted House each year.
  - Anti-Bullying Campaign, which will expand on the “Bully” video released earlier this year.



**Parks and Recreation Department  
Divisions Report  
July 2019**

**Recreation/Aquatics/Special Events Programs**

Recreation Programs	Participants	Revenue	Notes
SKC Wks 6-7	37	\$3,175	
Drop-In Intersession	18	\$360	
Boxing Bootcamp	34	\$2,285	
Drop-In Boxing	23	\$230	
Adaptive Swim Level	2	\$40	
Swim Lessons	66	\$1,360	
4 <sup>th</sup> of July Freedom Fest	3,500	\$0	
Fine Art for Teens	5	\$0	Arts & Culture
Hanging After School	35	\$2,975	
4 <sup>th</sup> of July Cornhole	11	\$330	

**Aquatic Center – Swim Pass Memberships**

Swim Pass	Sales	Total	Revenue
Adult Swim Pass	1	1	\$60
Child Swim Pass			
Family Pack Swim Pass			
<b>Total Memberships</b>	<b>1</b>	<b>1</b>	<b>\$60</b>

**Aquatic Center – POS Sales**

Product	Sales	Total	Revenue
Adult Lap Swim	32	32	\$128
Lap Swim Fitness Members	13	13	\$0
4 <sup>th</sup> of July Pool Entry	724	724	\$0
Free Pool Entry	105	105	\$0
4 <sup>th</sup> of July Vendor	1	1	\$100
Open Swim- Adult	1,161	1,161	\$4,644
Open Swim- Child	1,969	1,969	\$3,938
Summer Kids Club	65	65	\$0
STEM - FUSD	120	120	BILLED
Swim Pass Replacement Key	0	0	\$0
<b>Total Sales</b>	<b>4,191</b>	<b>4,191</b>	<b>\$8,811</b>

**Fitness Center – Membership Package**

<b>Fitness Package</b>	<b>Sales</b>	<b>Renewals</b>	<b>Total</b>	<b>Revenue</b>
Adult Annual	0	0	1	\$0
Adult Monthly	20	42	62	\$1,240
Adult Six Months	3	0	3	\$297
Employee Membership	7	14	21	Free
Green Tree Inn	18	0	19	Billed thru A/R
Senior Annual	0	1	1	\$132
Senior Monthly	5	13	18	\$260
Senior Six Months	1	2	3	\$198
Youth Monthly	5	3	8	\$104
Youth Six Month				
Drop-In Fitness	10		10	\$60
<b>Total</b>	<b>69</b>	<b>75</b>	<b>146</b>	<b>\$2,291</b>



## Dorothy Nolan Senior Center

Activity	Monthly Total
Anthem Pharmacy	6
Angel Care Discussion	8
Back Space 3, Yahtzee, Skip Bo, Dominoes, Cards, Cribbage, Phase 10, Wii Bowling, Bunco-12, Pool -4	227
Bingo- – Steward Health	15
Birthday Cards	9
Breakfast	116
Angel Care -In Service	8
Blood Pressure Checks – Florence Fire	0
Building Use	1006
CAHRA	10
Crafts with Doris-0; Jewelry-2; Creations & Libations-2	4
Coolidge Shopping	6
Computer Use	09
Senior Table Sale	45
Dinner Date- Wildflower Mesa, Az	09
Dollar Store	6
Exercise with Rhoda-	48
Extension Food Program	13
Grief Support	27
Guardian Angel Installation	3
Hair Cuts	2
Healthy Eating by Lou	6
Home Delivered Meals	230
Knit/Crochet Club	3
Lost Meals	-35
Alzheimer's Support Group	6
Music by Rudy	35
Senior Donation Account Meal Participant L & B Restaurant	18
Staff Cooked meals & Senior Meal	106/18-124
Volunteer Hours	214.50
Wii Bowling /Volleyball	31

### **Accomplishments:**

The Center served 327 meals to participants. We had 8 new senior participant this month. 309 Rides were provided for 289 riders. The Center had 160 participants on 6 trips, and we did 20 errands.

We traveled a total of 2346 miles. The Give-A-Lift Program had 9 volunteers who delivered medical transportation trips to 11 participants resulting in 44 trips and an additional 931 miles (volunteer vehicles) and 45 additional volunteer hours. Vehicle Sharing as of 7/1/19 resulted in 131 riders.

Oasis Lunch & Bingo-14; 4<sup>th</sup> of July Indoor Picnic/Bingo-32; Summer Kids Program-47; Globe for the Day-24

# Florence Community Library

## July 2019

### July Statistics

- 14,691 total items were circulated in July
- 98 library cards were issued
- 752 patrons signed up for use of the computer lab computers
- 2,485 wireless sessions were held
- 133 person(s) attended 16 program(s) presented by the library

### July Activities

7/1/19	Block Challenge
7/2/19	Family Storytime
7/2/19	Teen Tuesday: Rockets
7/3/19	Full STEAM Ahead
7/5/19	Family Flick
7/6/19	Home Depot Kids Building Clinic
7/9/19	Teen Tuesday: Rockets
7/9/19	Adult Coloring
7/10/19	Librarian Kaytlin Noland and Library Aide Brianna Van Buren attended CPR training.
7/15/19	Library Manager Jasper Halt attended a meeting of the Pinal County Business & Education Committee.
7/16/19	Adult Coloring
7/17/19	Library Manager Jasper Halt attended a meeting of the Library Advisory Board.
7/20/19	July Library Movie
7/22/19	Block Challenge
7/23/19	Adult Coloring
7/29/19	Block Challenge
7/30/19	Adult Coloring
7/31/19	Family Craft

### New to the Library: Playaway Launchpads

The Florence Community Library now carries Playaway Launchpads as part of its collection! The launchpads are tablets that come pre-loaded with educational content for children of various grade levels and reading levels. These tablets do not utilize any Internet connection, so WiFi is not required to use them – The programs are loaded and ready to go!

Launchpads center on different themes. Some available themes include: outer space; animals; foreign languages; travel; and more! Each Launchpad also includes a tracking tab where children, or their parents or teachers, can monitor the child's progress.

Launchpads are available to check out in the library's children's collection. Though the initial selection is limited, this collection will grow over the coming months. Patrons are responsible not only for the Launchpad itself, but also for the charger and USB cable that come with it. Due to limited supply and expense, patrons are limited to two (2) launchpads at a time per account.



# COURT FINANCIAL REPORT

JULY 2019

IRENE ENRIQUEZ – Court Administrator

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DISTRIBUTION TYPE	JULY 2019 (CURRENT)	JULY 2018 (LAST YEAR)
FINE, FEES, & TRAFFIC	11,571.05	13,676.12
STATE SURCHARGES	6,160.94	7,745.65
STATE JCEF	450.78	411.67
LOCAL JCEF	242.71	221.66
STATE FINES	1,971.09	1,360.10
FLORENCE POLICE FUND	449.06	1037.25
RESTITUTION	300.00	275.42
BONDS	444.00	1,376.00
PUBLIC DEFENDER FEE	372.64	213.96
JAIL HOUSING FEES	1,205.64	1,171.01
JUSTICE COURT FEES	39.41	47.47
GENERAL FUND	17.00	0.00
FARE SPECIAL COLLECTION FEE	644.28	1,144.86
FARE DELINQUENCY FEE	160.73	255.04
VICTIMS RIGHTS ENFORC.	284.00	94.31
PCSO FUND	0.00	0.00
OVERPAYMENT REFUND	0.00	0.00
COUNTY REVENUE	39.41	47.47
STATE REVENUE	9,671.82	11,011.63
TOWN REVENUE	13,858.10	16,320.00
RESTITUTION AND BONDS	744.00	1,651.42
<b>TOTAL MONTHLY REVENUE:</b>	<b>\$24,313.33</b>	<b>\$29,030.52</b>

**16% Decrease from 2018**

# Florence Municipal Court Citation/Complaint Totals

July 2019

**TOTAL COMPLAINTS FILED:** 53

Citations: 52

Longform Complaints: 1

## **BREAKDOWN:**

CIVIL TRAFFIC VIOLATIONS: 44

MUNICIPAL CODE: 0

CRIMINAL TRAFFIC: 4

CRIMINAL: 5

DUI: 0

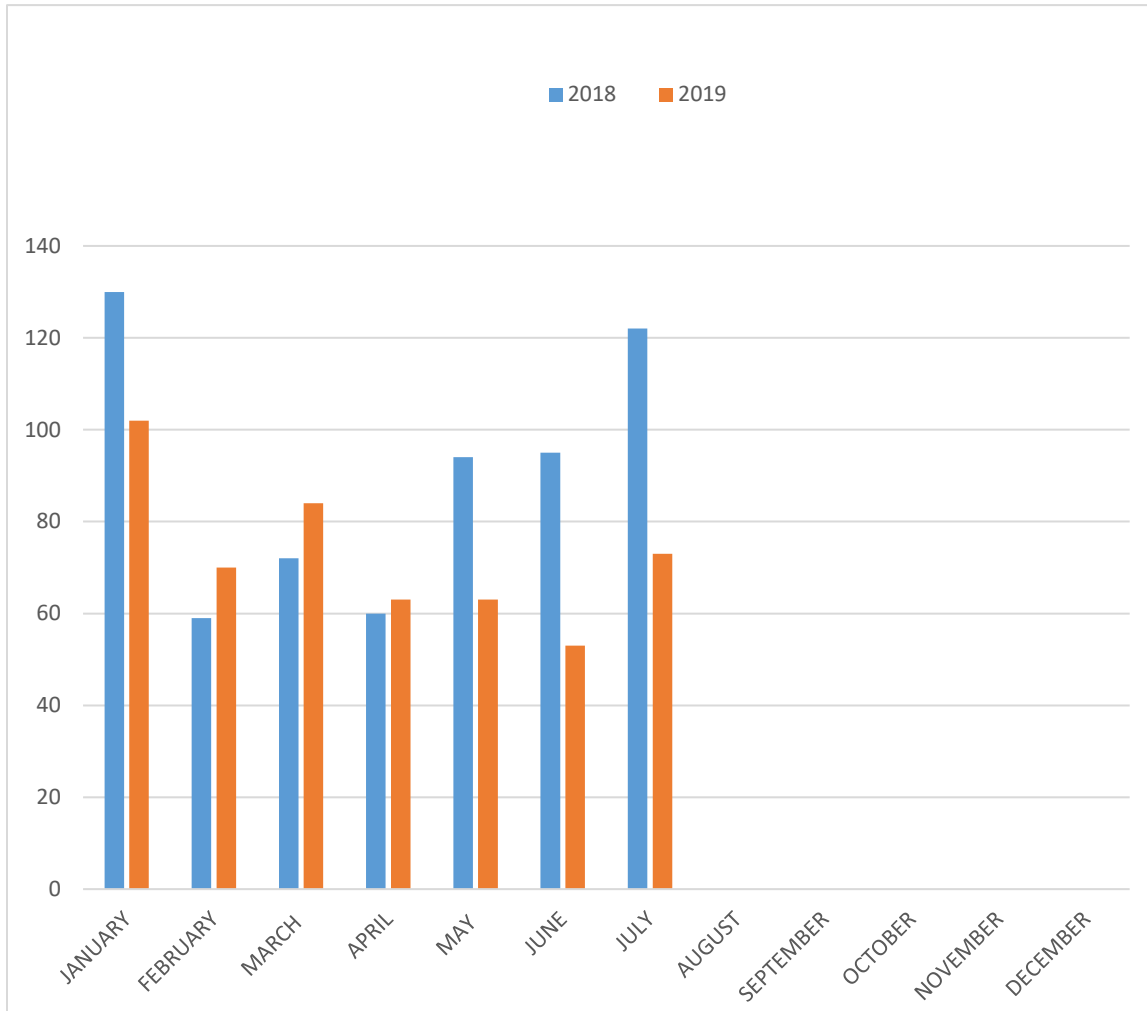
DOMESTIC VIOLENCE: 0

## **ANNUAL COMPARISON**

2018: 122

2019: 73

# CITATION/COMPLAINT INTAKE



	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
2018 –	130	59	72	60	94	95	122					
2019 –	102	70	84	63	63	53	73					



# Memo

To: Honorable Mayor and Town Council  
Brent Billingsly, Town Manager  
Lisa Garcia, Deputy Town Manager

From: Rey Sanchez, Finance Director

Date: August 16, 2019

Re: Finance Department Report

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## **Finance Department Update**

### **Budget**

July 2019 represents 8% completion of the fiscal year. Budget activity is usually slow this time of year as departments start to encumber funds and make purchases.

### **Finance Reports**

The financial report for the General Fund indicates revenues are meeting projections and covering its expenditures. The Enterprise funds continue to generate revenue that allows the fund to cover its expenses. The Highway User fund also indicates the ability to cover costs associated with operations, maintenance and capital projects.

I have also included a breakdown of revenues and expenditures by category for your review. Also reported are the Development Impact Fee Funds.

### **Staff**

Staff is currently working on implementing an automated payroll and timekeeping system. Testing started in July 2019 and will continue throughout August 2019. The department plans on having the system fully implemented by the end of October 2019.



# Memorandum

**Date:**

**To:** Brent Billingsly, Town Manager  
Lisa Garcia, Deputy Town Manager

**From:** Rey Sanchez, Finance Director

**Subject:** Departmental Report - July 2019

The month of July represents 8% of the fiscal year. The following chart compares the FY 2019-2020 actual revenue and expenses to the budget amounts for the Town's major Funds. Expenditures posted into the current month do not always reflect current month expense. Expenditures run 30 to 45 days in arrears.

## Major Fund Position

Fund Name	Year to Date Revenue Actual FY 19-20	Revenue Budget FY 19-20	% Actual to Budget	Year to Date Expense Actual FY 19-20	Expense Budget FY 19-20	% Actual to Budget
General	\$946,472	\$16,369,437	5.78%	\$815,641	\$16,869,437	4.84%
Capital Improvement	\$0	\$2,253,000	0.00%	\$69,748	\$4,314,198	1.62%
Highway Users Tax	\$0	\$3,605,915	0.00%	\$542,839	\$6,893,944	7.87%
Construction Tax - 4%	\$0	\$360,000	0.00%	\$0	\$150,000	0.00%
Town Water	\$96,743	\$4,326,237	2.24%	\$116,796	\$7,560,536	1.54%
Town Sewer	\$38,862	\$4,530,200	0.86%	\$106,953	\$5,462,820	1.96%
Sanitation	\$65,636	\$921,300	7.12%	\$69,749	\$1,204,252	5.79%
<b>Total</b>	<b>\$1,147,712</b>	<b>\$32,366,089</b>	<b>3.55%</b>	<b>\$1,721,725</b>	<b>\$42,455,187</b>	<b>4.06%</b>

## General Fund Review

General Fund Revenue	YTD Amount	Budget	% to Budget
Taxes	\$ 230,933.46	\$ 4,339,734.00	5.3%
licenses and permits	\$ 715.00	\$ 50,980.00	1.4%
Franchise Fees and Taxes	\$ 50,856.15	\$ 651,681.00	7.8%
Intergovernmental	\$ 453,735.59	\$ 7,771,816.00	5.8%
Civil Engineering Inspection	\$ -	\$ 104,000.00	0.0%
Civil Engineering Fees	\$ 16,900.00	\$ 100,000.00	16.9%
Community Development	\$ 105,902.47	\$ 1,040,322.00	10.2%
General Government	\$ -	\$ 257,567.00	0.0%
Cemetery	\$ 575.00	\$ 15,000.00	3.8%
Police	\$ (1,963.42)	\$ 29,500.00	-6.7%
Parks & Recreation	\$ 16,092.75	\$ 164,050.00	9.8%
Fines & Forfeitures	\$ 13,220.99	\$ 179,800.00	7.4%
Investment Earnings	\$ (37,649.38)	\$ 235,000.00	-16.0%
Fire	\$ 2,713.68	\$ 53,600.00	5.1%
Library	\$ 440.80	\$ 5,500.00	8.0%
Miscellaneous	\$ (6,664.00)	\$ 125,415.00	-5.3%
Downtown Redevelopment	\$ -	\$ 2,200.00	0.0%
Government Access Channel	\$ -	\$ 4,000.00	0.0%
Seniors	\$ 1,224.96	\$ 21,400.00	5.7%
Transfers In	\$ 99,438.00	\$ 1,217,872.00	8.2%
<b>Total</b>	<b>\$ 946,472.05</b>	<b>\$ 16,369,437.00</b>	<b>5.8%</b>

### General Fund Expenditures

#### Administration

Mayor and Council	\$ 4,932.82	\$ 155,985.00	3.2%
Administration	\$ 36,515.29	\$ 659,647.00	5.5%
Courts	\$ 5,725.15	\$ 236,450.00	2.4%
Legal	\$ 14,975.71	\$ 900,700.00	1.7%
Finance	\$ 33,033.83	\$ 815,755.00	4.0%
Human Resources	\$ 15,860.05	\$ 261,195.00	6.1%
Community Development	\$ 31,949.66	\$ 612,390.00	5.2%
Information Technology	\$ 24,228.81	\$ 667,295.00	3.6%
General Government	\$ 70,832.30	\$ 1,247,283.00	5.7%
Economic Development	\$ 7,427.85	\$ 194,500.00	3.8%
<b>Public Safety</b>			
Police Services	\$ 224,853.31	\$ 4,195,591.00	5.4%
Fire Services	\$ 179,203.55	\$ 3,519,355.00	5.1%
<b>Community Services</b>			
Community Services	\$ 132,980.99	\$ 2,629,304.00	5.1%
<b>Community Development</b>			
Engineering	\$ 2,351.11	\$ 103,097.00	2.3%
Facilities Maintenance	\$ 20,818.49	\$ 510,420.00	4.1%
Cemetery	\$ -	\$ 10,900.00	0.0%
Fleet Maintenance-General Fund	\$ 9,951.97	\$ 149,570.00	6.7%
<b>Interfund Transfers</b>			
Transfers Out	\$ -	\$ -	0.0%
<b>Total Expenditures</b>	<b>\$ 815,640.89</b>	<b>\$ 16,869,437.00</b>	<b>4.8%</b>

## Development Impact Fee Report

Development Impact Fees	Revenue	Use	Cash Balance
Sanitation	\$ (0.27)	\$ -	\$ 592.83
Transportation	\$ 23,264.61	\$ -	\$ 1,047,497.19
Police	\$ 19,692.83	\$ -	\$ 868,466.71
Fire	\$ 21,738.27	\$ -	\$ 439,516.27
Parks	\$ 2,767.11	\$ -	\$ 24,046.35
Library	\$ 7,105.94	\$ -	\$ 134,451.11
<b>Total Development Impact Fees</b>	<b>\$ 74,568.49</b>	<b>\$ -</b>	<b>\$ 2,514,570.46</b>

Police Administratic	\$ 26,284.45	\$ 470,170.00	5.6%	0.00
Police Support Sen	\$ 45,515.49	\$ 910,825.00	5.0%	0.00
Police Volunteer Se	\$ 657.00	\$ 9,950.00	6.6%	0.00
Police Operations	\$ 152,396.37	\$ 2,804,646.00	5.4%	0.00
	\$ 224,853.31	\$ 4,195,591.00		0.00
Fire Administration	\$ 25,776.47	\$ 574,725.00	4.5%	0.00
Fire Station One	\$ 80,635.45	\$ 1,514,740.00	5.3%	0.00
Fire Station Two	\$ 72,791.63	\$ 1,429,890.00	5.1%	0.00
	\$ 179,203.55	\$ 3,519,355.00		0.00
Fitness Center	\$ 3,233.55	\$ 94,855.00	3.4%	0.00
Parks & Recreation	\$ 12,848.84	\$ 237,375.00	5.4%	0.00
Parks Maintenance	\$ 21,982.39	\$ 567,675.00	3.9%	0.00
Community Center	\$ 1,513.16	\$ 72,200.00	2.1%	0.00
Aquatics Programs	\$ 30,129.05	\$ 289,875.00	10.4%	0.00
Recreation Progrz	\$ 26,192.64	\$ 509,069.00	5.1%	0.00
Special Events	\$ 7,242.96	\$ 225,560.00	3.2%	0.00
Senior Center	\$ 12,232.47	\$ 292,030.00	4.2%	0.00
Library	\$ 17,605.93	\$ 340,665.00	5.2%	0.00
	\$ 132,980.99	\$ 2,629,304.00	5.1%	0.00

# Fire Department

## MEMORANDUM

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**DATE:** August 5, 2019

**TO:** Brent Billingsley, Town Manager

**FROM:** David Strayer, Fire Chief

**SUBJ:** Summary of July 2019

The fire responses for 2019-2017 are as follows:

July 2019	Location of Calls					
Type of Calls	<i>Florence Proper</i>	<i>Florence Gardens</i>	<i>Anthem</i>	<i>Prisons</i>	<i>Mutual Aid</i>	<i>Totals</i>
Brush Fires	1	0	1	0	5	7
Structure Fires	0	0	0	0	0	0
Vehicle Fires	1		0	0	0	1
Trash Fires	1	0	0	0	1	2
EMS	54	10	23	58	4	149
HazMat	2	0	0	0	0	2
Electrical Arching	1	0	0	1	0	2
Police Asst./Public Asst.	6	2	4	0	1	13
Unauthorized Burning	0	0	0	0	0	0
Good Intent	0	0	0	0	0	0
Controlled Burning	0	0	0	0	1	1
False Alarm/System Malfunction	2	0	6	0	0	8
Emergency Stand by (move up)	2	0	24	0	9	35
Other Calls	4	0	10	11	0	25
<b>TOTALS</b>	<b>74</b>	<b>12</b>	<b>68</b>	<b>70</b>	<b>21</b>	<b>245</b>

Three Year View	2019		2018		2017	
	July	YTD	July	YTD	July	YTD
EMS	149	1262	162	1054	138	1149
Fire Calls	10	32	6	34	7	27
All other Calls	86	689	100	651	89	634
<b>TOTALS</b>	<b>245</b>	<b>1983</b>	<b>268</b>	<b>1739</b>	<b>227</b>	<b>1810</b>

## *Summary of July*

### *Fire Chief Report*

- Attended July Town Council Meetings
- Attending weekly Department Head meetings
- Conducted weekly Fire Staff Meetings
- Attended the Arizona Fire Chief's Association Annual Conference in Glendale July 8-11, 2019 attended sessions on:
  - Communications
  - Post-Traumatic Stress Disorder
  - Behavior Health
  - Leadership
  - Diversity
  - Las Vegas Active Shooter Incident
- Conducted a collaborative five-year fire department strategic planning exercise and forward the results to Town Administration
- Recertified with the Arizona Division of Military and Emergency Affairs (DEMA) as a National Incident Management System (NIMS) Instructor
- Extended the American Medical Response (AMR) and Life Net Helicopter housing and helipad agreements for another 12 months.
- Completed a graduate-level course in Interagency Disaster Management and enrolled in a Community Risk Management class in July.

### *Division Report – Administration*

#### **Inspections**

- Freedom Fest

#### **Plan Reviews**

- Mesquite Trails Unit 2,4,6 Utility Plans
- Immigration Customs Facility Commercial Hood Suppression System
- FUSD Head start Fire alarm review/fire Sprinkler review
- FUSD K-8 Final Fire Inspection (conditional C/O)
- Behavior Systems SW Annual Fire Inspection

#### **Training**

- APS Battery Storage Response Mesa Fire Department

## **Meetings**

- National Guard Site Tour
- Pulte Meeting Unit 37 Model home construction
- Pinal County Attorneys Building Pre-Application meeting
- Station/Shift Meetings Career Development & Training standards
- East Valley Training Committee Training Topics Calendar 2019/2020
- Pinal County EOC Active Shooter Exercise debrief

## **Special Assignments/Projects**

- Wireless Fire Alarm Project-On going
- TLO Updates
- Town FEE Updates
- PC Active Shooter Planning Project
- Web site update project
- Engine Company-Response Guide and Safety Survey project (training)
- Existing Building Safety Surveys
- Career development Manual
- FD-Training and Professional development

# ***Division Report – Operations***

## **Apparatus**

- L-542 Sent for Scheduled Maintenance
- Tire Replacement referred to Fleet
- Shop 142 (Chief Truck) maintenance
- Shop 133 (Old Chief Truck) radiator check and siren mounting
- TRV sent to fleet for radiator repair
- Tender evaluated for pump leaking
- Looking at Options for Fire Investigators Equipment and BC543 capabilities
- Bumper Accident with TRV reported and remedied

## **Uniforms/Personal Protective Equipment (PPE)**

- No PPE Sent for cleaning,
- New Gloves for all Members received and distributed
- New Helmet Received
- New Helmet Shield Received
- Apparatus Identifier (Helmet Front) Purchased for updating Accountability Tracking
- Captain Jabara taking inventory of PAR Tags and Tracking System for implementation

## **Communications Equipment**

- Image Trend Software Approved for Transfer of Records Management System
- Apple I Pads Charging Docs specked for install in apparatus
- Plan for Image Trend Implementation with Surprise FD Staff
- Grants Submitted for Portable Radio Upgrade Waiting on grant status
- Working with IT and SGT. Riccomini on Tablet Re-Purposing for MDC with AVL
- Decision to purchase Dell Rugged Laptop to replace out of service life L-542 MDC

## **Emergency Medical Services (EMS)**

- EMS Committee preparing for Image Trend Transfer
- Training Conducted by LifeNet for RSI implementation
- Conditional Approval from Dr. Smith for FFMD RSI Capabilities
- Medications Gathered for Restocked from Mt. Vista
- Evaluation of Cardiac Monitor Battery Replacement
- Evaluation of Image Trend Interoperability with LP 15 and equipment for communication between

## **Training**

- Career Manual Updated for Approval
- LifeNet RSI Training
- EMS CE Pediatric Emergencies
- East Valley Commanders Apartment Fire Training Scheduled
- East Valley Ladder Training Solar Panels, Batteries, and Electrical Storage Scheduled

## **Special Projects**

- Utility Truck Equipment List Being Formulated by FF Adamczyk
- CERT Training on Monthly Basis Facilitated by FF Adamczyk and Eng. Scherm
- SCBA compressor cascade for breathing air installed at station 2 with extension to fill on-board breathing air tank on Ladder 542
- Working on Staffing Procedure to Integrate Crew Sense Capabilities
- Working on Capstone Project for NFA “Decon Procedures and ‘Cleaner Cab’”
- Storm Stick Demo Scheduled for on scene Decon
- Testing and Interviews for Part Time Staff Hiring
- Fitness Committee Meetings to discuss replacement of fitness equipment at Station 1 and Future fitness Equipment Template
- 4<sup>th</sup> of July event attended, first CERT Team integration
- CERT Team Response to Incident on AZ Farms with Rural Metro and Florence FMD
- Move Up Policy updated to decrease wear and tear on vehicles and maintain service levels throughout the coverage area
- Rehab Procedure review for use by CERT Team on scene
-

## **Town Committees**

- Health and Safety
  - Committee met to discuss liability coverages by Town of Florence
- Employee Incentives Committee
- Grants
- Timekeeping and paperless review
- Local Emergency Planning Committee (LEPC)
- Emergency Communications

## ***Public Education and Community Risk Reduction***

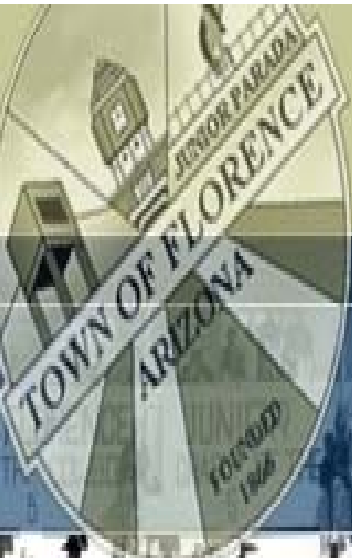


*Florence, Gila River and Rural Metro responded to a five-acre wildland fire in Florence on July 11<sup>th</sup>, 2019. Florence CERT was dispatched and provide rehab for the crews*





*Engineer Mike Harrison was recognized for 15 years of service*



# THE HISTORIC TOWN OF FLORENCE *Arizona*



**July 2019**

**FLORENCE POLICE DEPARTMENT**

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**Daniel R. Hughes, Chief of Police**  
425 N. Pinal Street.,  
P.O. Box 988  
Florence, AZ 85132  
Phone: 520-868-7681

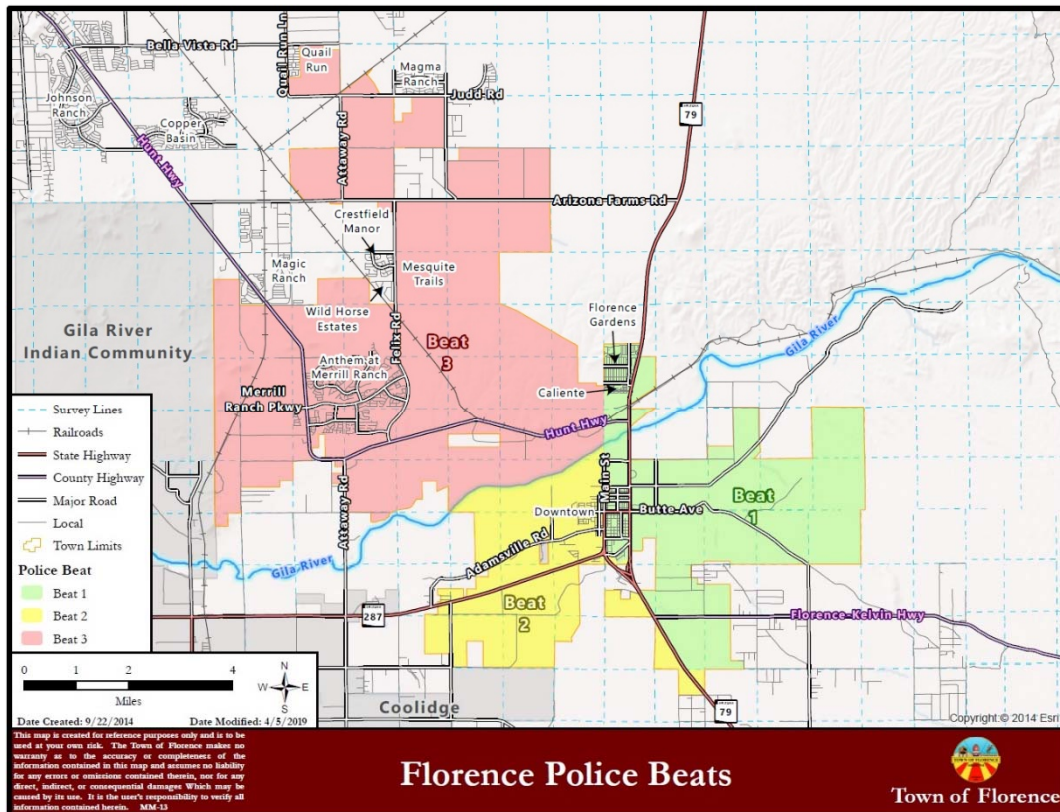


*“The men and women of the Florence Police Department stand firm in our pursuit for justice and public trust. We will stay true to our mission of providing service and safety to our community with honor, respect, and integrity. We are committed to providing fair and equal treatment to those we encounter.”*

# Florence Police Department Monthly Report

July 2019

The information contained in this report outlines significant information and activity within the Florence Police Department (FPD) during the month. The monthly report is prepared for the Town Council’s review and furthermore for the use by FPD to examine the current activity within the department and community to identify short-term and long-term needs, and to develop plans for improvement to provide the highest level of service.



## PERSONNEL

Employee	Position	Effective
<i><b>New Hire</b></i>		
<b>Abdi Olow</b>	Certified Police Officer	7/15/19
<b>Christopher Hinrichs</b>	Recruit Officer	7/15/19
<i><b>Resignations/Terminations</b></i>		
<b>Chris Pistorio</b>	Dispatcher	8/10/19
<b>Jessica Reyes</b>	Dispatcher	8/2019
<i><b>Vacancies</b></i>		
<b>2 Full-time</b>	1 Patrol Supervisor, 1 Officer	Open continuous
<b>3 Full-time</b>	Dispatcher	Open continuous

1 recruit hired 7/15/19 and started the police academy on 7/29/19.

1 certified police officer hired on 7/15/19 and began FTO 7/22/19.

1 certified applicant received conditional and completing final screenings. Will graduate academy 8/14/19.

1 officer position remaining beginning October 10/2019.

2 dispatchers resigned-hired by other agencies.

## CHIEF OF POLICE

Chief of Police, Daniel R. Hughes attended the following meetings during the month:

- Town Council Meetings
- Management Team Meetings
- Weekly FPD Administrative Meetings
- Purchasing Committee Meeting
- Fire and Police Communications Meeting
- Alliance to Combat Transnational Threat – Field Area 2 (ACTT FA-1) Planning Meeting
- Pinal County Law Enforcement Association (PCLEA) Meeting

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## ADMINISTRATIVE/SUPPORT SERVICES

The Support Services area includes the following: Communications Division, Evidence and Property, Crime Scene Investigator, Records Division, Departmental Budget/Finances and Public Information-Media.

The Support Services Manager had the following monthly activities:

- Review of guidelines for accreditation
- Review of FY 19/20 Budget
- Employee evaluations
- Review of policies (on-going)
- Laserfiche project (on-going)
- Dispatch testing/hiring
- Review procedures for DPS Tracking Guidelines (Sexual Assault Kits)

### Communications

The Dispatcher Supervisor had the following monthly activities:

- 3 full-time Dispatcher position vacant
- 2 Dispatchers in training
- Scheduling and testing new applicants
- Revision of draft policies and procedures
- Worked on Superior billing

## Calls for Service

Below is a table that depicts the total calls for service handled by FPD Dispatchers during the month. The numbers are shown by the incident locations and how the incident was reported.

How Calls Are Received, Totals by How Received				
	Beat 1	Beat 2	Beat 3	TOTAL
911 Line	40	15	21	76
Crime Stop Line	0	0	0	0
Officer Report	167	72	295	534
In Person	90	4	6	100
Radio Transmission	2	2	4	8
State TT/NLETS	0	0	0	0
Telephone	156	37	85	278
<b>TOTAL</b>	<b>455</b>	<b>130</b>	<b>411</b>	<b>996</b>

## Average Response Time to Calls for Service

6 Month Reporting Period: February 2019 to July 2019						
	Feb	Mar	Apr	May	Jun	Jul
Priority 1	4:50	5:13	4:03	3:24	4:51	5:09
Priority 2	7:12	6:47	5:09	5:50	5:03	5:21
Priority 3	16:30	17:24	22:44	18:47	16:02	28:32
Priority 4	None	None	8:49	None	None	18:33

Definitions:

- Priority 1            These priorities are those in which there is an imminent danger to life or major damage/loss to property or an in progress or just occurred major felony.
- Priority 2            These priorities are those in which a crime in progress might result in a threat of injury to a person, or major loss of property or immediate apprehension of a suspect.
- Priority 3            These priorities are those in which there is no threat of personal injury or major loss of property.
- Priority 4            These priorities are those of a report nature only.

## Uniformed Crime Reporting (UCR)

Classification of Offense	Offenses Reported	Unfounded Complaint	Actual Offense	Offenses Cleared	Juvenile Clearance
<b>CRIMINAL HOMICIDE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
a. Murder/Non-Neg Manslaughter	0	0	0	0	0
b. Manslaughter by Negligence	0	0	0	0	0
<b>FORCIBLE RAPE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
a. Rape by Force	0	0	0	0	0
b. Attempt Forcible Rape	0	0	0	0	0
<b>ROBBERY</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
a. Firearm	0	0	0	0	0
b. Knife or Cutting Instrument	0	0	0	0	0
c. Other Dangerous Weapon	0	0	0	0	0
d. Hands, Fist, Feet, etc.	0	0	0	0	0
<b>ASSAULT</b>	<b>7</b>	<b>0</b>	<b>7</b>	<b>10</b>	<b>1</b>
a. Firearm	0	0	0	0	0
b. Knife or Cutting Instrument	0	0	0	0	0
c. Other Dangerous Weapon	0	0	0	0	0
d. Hands, Fist, Feet, etc.	0	0	0	3	0
e. Other Assaults – Simple	7	0	7	7	1
<b>BURGLARY</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>
a. Forcible Entry	0	0	0	0	0
b. Unlawful Entry/No Force	1	0	1	0	0
c. Attempt Forcible Entry	0	0	0	0	0
<b>LARCENY – THEFT</b>	<b>5</b>	<b>0</b>	<b>5</b>	<b>1</b>	<b>0</b>
<b>MOTOR VEHICLE THEFT</b>	<b>2</b>	<b>0</b>	<b>2</b>	<b>2</b>	<b>0</b>
a. Autos	2	0	2	2	0
b. Trucks	0	0	0	0	0
c. Other Vehicles	0	0	0	0	0
<b>GRAND TOTAL</b>	<b>15</b>	<b>0</b>	<b>15</b>	<b>13</b>	<b>1</b>
Clearance(s) by Adult Arrest	3				
Clearance(s) by Juvenile Arrest	1				

\*\*All data presented in this report is tentative.

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## **Property & Evidence**

During the month, there were 125 envelopes/packages involved in 47 incident cases that were submitted for processing by the Property & Evidence Section. Of the total envelopes/packages:

### **Total evidence items: 109**

Released	Stored	Destroyed	Out to lab
26	77	4	5

### **Total safekeeping items: 13**

Released	Stored	Destroyed	Out to lab
6	7	0	0

### **Total disposal items: 3**

Released	Stored	Destroyed	Out to lab
0	3	0	0

### **Total found items: 0**

Released	Stored	Destroyed	Out to lab
0	0	0	0

### **The items of evidence involved the following crimes:**

- 12 drug incidents
- 0 DUIs

### **Other considerations:**

- The status of the Police Evidence Trust Fund bank account, involving \$2,394.20.
- 13 pending items:
  - 7 are for safekeeping/found property
  - 5 are pending RICO forfeiture/evidence
  - 1 is to be returned to owner, if located
- Fingerprints were taken for 82 citizens by the Property & Evidence Section and Police Volunteers this month. The prints included volunteers, employee applicants and private citizens.



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## Operations/Patrol

The Operations/Patrol Division is under the direction of Lt. Terry Tryon.

The Operations Lieutenant attended the following meetings during the month:

- Town Council Meetings
- FPD Management Team Meetings
- Weekly FPD Administrative Meetings
- Workflow Committee Meeting
- Alliance to Combat Transnational Threat – Field Area 2 (ACTT FA-2) Planning Meeting

### Professional Standards

The Professional Standards Section had the following monthly activities:

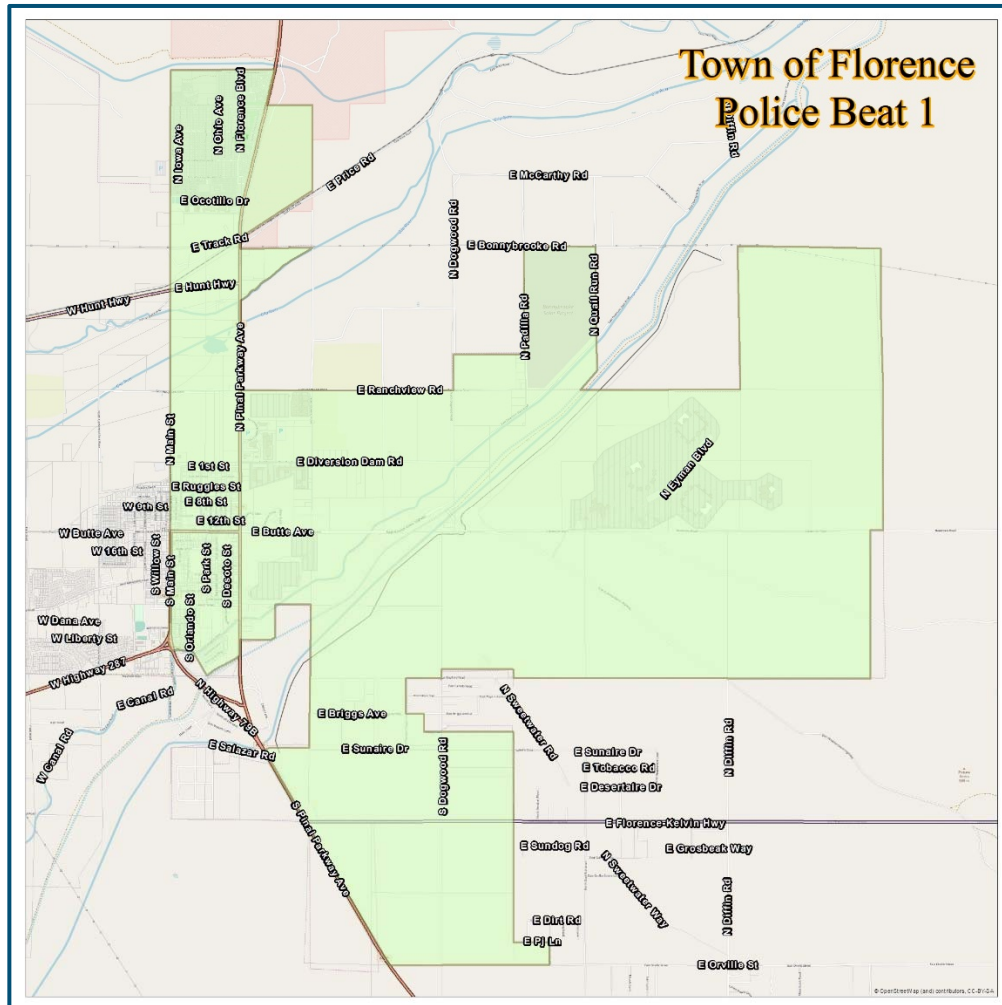
- No complaints received.
- No internal administrative investigations initiated.
- There was no use of force reports for July.

## Criminal Investigations Unit

Observed Offense	Assigned Detective	Case Status	Notes
<b># of new cases assigned this month: 10</b>			
Fraud Schemes	D. Helsdingen	CLOSED	Attempted Internet Scam
Sex Offense (Juvenile PREA)	D. Helsdingen	CLOSED/TOT	Juvenile Detainee disclosed incident in Graham County to correction officer. Transferred to Graham County before investigation. Notifications made to DCS
Sex Offender	D. Helsdingen	CLOSED	Level 3 sex offender in the Town of Florence. Required Notification distributed
Death Investigation	D. Helsdingen	CLOSED	Natural Caused (ME)
Suspicious Act/Sex Offense	D. Helsdingen/ L. Gaston	OPEN	Disoriented Female found, SANE examination completed, Victim interviewed, Possible location Green Tree Hotel, Victim currently in Behavioral Facility, possible suspect identified
Death Investigation	D. Helsdingen	CLOSED	Natural Causes (ME)
Aggravated Assault-Prison	D. Helsdingen	CLOSED	Felony Charges Filed
Accident with Serious injuries	D. Helsdingen	CLOSED	Driver #1 fatal, search warrant on vehicle #1 completed waiting on VCU's report and Medical Records from Driver #1
Assault (Prison)	D. Helsdingen	CLOSED	Misdemeanor Charges Filed
Agency Assist	D. Helsdingen	CLOSED/TOT	Bone fragments and Indian Pottery pieces found on Federal Land TOT to Gila River Rangers
<b># of cases carried over into this month: 6</b>			
Hit & Run	D. Helsdingen	OPEN	Witness came forward with information-report completed and forwarded Charges to PCA Follow-up investigation completed waiting on PCA
Child Abuse	L. Gaston	CLOSED	Criminal Charges filed against mother after disclosure and bruises were observed (DCS)
Death Investigation	D. Helsdingen	OPEN	Waiting on Autopsy results to determine cause of death. Fentanyl pill found; cell phone downloaded
Sex Offense	D. Helsdingen	CLOSED	Victim returned from California-interviewed completed-workup on suspects sent to DPS Felony charges forth coming Confrontation call completed suspect did not disclose
Agency Assist (sex offense juvenile)	D. Helsdingen	CLOSED	Forensic Interview completed reports sent to Gilbert PD
Dangerous Drugs (Prison)	J. Ballard	CLOSED	A type of liquid-soaked paper is being mailed into facility to inmates, DPS identified synthetic dangerous drugs, packet received, felony charges filed

<b># of joint cases worked this month: 5</b>			
<b>Observed Offense</b>	<b>Primary/Secondary Detective</b>	<b>Case Status</b>	<b>Notes</b>
<b>PREA</b>	D. Helsdingen	OPEN	Initial Report taken, SANE Exam completed, Buccal swab from suspect collected, sex assault kit sent to DPS, waiting on investigation from Core Civic and DPS results
<b>Custodial Interference</b>	L. Gaston/D. Helsdingen	OPEN	Two juveniles in the custody of DCS were removed by parents, AMBER Alert issued children located but parents arrested awaiting extradition
<b>Sex Offense (Juvenile)</b>	L. Gaston/D. Helsdingen	OPEN	Several juvenile females disclosed inappropriate sexual abuse. Recent Grand Jury indictment added 3 more child related offenses
<b>Custodial Interference &amp; Kidnapping</b>	D. Helsdingen/L. Gaston	OPEN	RAJ located in town returned to DCS. Then RAJ + sister and a ward of the state absconded from a group home in Avondale. The three juveniles were located in town with mother criminal charges filed on mother
<b>Sex Assault/Sex Abuse</b>	L. Gaston/D. Helsdingen	OPEN	Reported long time sexual abuse from Illinois to AZ ending in Florence. Working with LE in Illinois search warrant on residence suspect arrested. Suspect rearrested on Agency Assist felony warrant from Illinois. Suspect currently in custody awaiting extradition. Images of Child pornography found on suspect's computer additional charges being filed Evidence returned from PCSO forensics. Detective Gaston completed reviewing video tapes found on scene
<b>Other activity:</b>			
D. Helsdingen	Grand Jury		
L. Gaston	Grand Jury		

## **BEAT 1**



### **Beat Statistics:**

Beat 1 Supervisor: Sgt. D. Peterson

There are 6 officers assigned to Beat 1

Total number of calls for service (including traffic): 437

Total number of traffic stops: 95

Total number of accident reports taken: 4, 2 were on private property

Total number of citations issued: 17 for 27 violations

Total number of DUI: 0

### **Crimes against persons**

Assault: 4

### **Property crimes**

Burglary: 1

Criminal damage: 1

Shoplifting: 1

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### **Monthly Activities**

Total calls for service for the month were 437. Person crimes totaled four; three of the four person crimes took place in a correctional facility. Property crimes totaled three. Officers in Beat 1 conducted directed patrols in the areas of previously reported crimes. Officers also conducted field interviews of persons throughout Beat 1 and inquired if there was any knowledge of any crimes being committed. The directed patrols and field interviews were utilized to gather information/suspects and to provide a presence in the community to help deter additional crimes. There were 28 warrant arrests in Beat 1 during the month.

### **Community Involvement and Education**

Area schools re-opened for all grades. Officers continued their visits to schools and grounds to prevent and / or detect any crimes. Officers were also assigned to schools to monitor crosswalks and school speed zones when school returned to session.

### **Special Events**

4<sup>th</sup> of July: Heritage Park

### **Upcoming Special Events**

None

### **Significant Calls for Service**

Assault reported on N. Bowling Road – A male inmate ran up to another male inmate and began punching him about the face and body until correctional staff separated the inmates. The victim suffered minor injuries. Charges have been forwarded to the court.

Assault reported on E. Diversion Dam Road – While juvenile males were being escorted from one section of the detention center to another one male juvenile punched another male juvenile in the face. They were immediately separated by staff. No injuries were sustained. No charges were prepared.

Assault reported on N. Church Street – During a domestic dispute between a father and son, the son's girlfriend got in between them. She was then punched two times in the face by the father. The father was arrested and booked into the Pinal County jail. The victim sustained a minor bruise on her face.

Assault reported on E. Diversion Dam Road – While in class at the Detention Center, two juveniles had a fist fight. One male juvenile stated that the other juvenile was "getting on his nerves", so he taught him a lesson. The victim was punched six times in the face and body areas. The victim sustained a bloody nose. Charges have been forwarded to the court.

Sex Offense reported on N. Jason Lopez Circle – A male failed to comply with his court ordered directions as a registered sex offender. The male was arrested and booked into jail.

Burglary reported on N. Illinois Avenue - A male was stopped driving a golf cart on Highway 79 north of the Florence Gardens community. The male stated he was using his grandmother's golf

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cart. Further investigation by the officers revealed that the male had been released from jail and then stole a golf cart from Florence Gardens so that he could drive to Apache Junction. The male was arrested, and the golf cart returned to the owner.

Shoplifting reported on S. Main Street - A female with red hair entered the store and placed a pack of beers under her shirt and walked out of the store without purchasing the item. Officers responded and canvassed the area with negative results. Video surveillance was reviewed, and the female was not known and could not be identified at this time.

Criminal damage reported on S. San Carlos Street – A male returned home from vacation and noticed that his door had been damaged while he was away. The door had a shoe print on it and damage to the frame and lock area. The door did not open, and the suspect did not gain access to the residence.

Custodial interference was reported on Lancaster Circle when parents removed their children from Arizona without permission from the Department of Children Services. DCS had an ongoing investigation and were scheduled to meet with the parents to discuss the case against them. The parents decided to take the children and leave the state. Detectives working the case activated an Amber Alert. The Amber Alert was successful, and the parents and children were located.

Accident at E. 1<sup>st</sup> Street at N. Pinal Parkway – Two vehicles were travelling southbound on Pinal Parkway when they observed an ambulance northbound with its emergency lights and siren activated. When vehicle 1 attempted to pull over she observed a vehicle in her path, so she tried to back up which caused her to strike a different vehicle. No injuries were reported, and the at-fault driver was cited.

Accident at Hunt Highway at N. Pinal Parkway – Two vehicles were eastbound on Hunt Highway approaching N. Pinal Parkway. When the front vehicle stopped at the stop sign, the second vehicle drove into the stopped vehicle. The at-fault driver was cited.

Accident private property on S. Main Street – While in the parking lot of the gas station, an unoccupied parked vehicle rolled backward and struck another vehicle causing minor damage. The rolling vehicle was apparently left in neutral while the driver went into the store. Both drivers exchanged information.

Accident private property at N. Pinal Parkway – Two vehicles were stopped waiting for a break in traffic to exit the store parking lot. When the first vehicle started to inch forward, the rear vehicle drove into the back of the first vehicle. Minor damage reported and the drivers exchanged information.

### **Training**

Firearms qualifications took place during the month.



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### **Monthly Activities**

During the month of July, crime decreased overall within Beat #2. Patrol officers reporting no foot or bicycle traffic at night and known narcotic locations have been quiet. Criminal damage significantly decreased as four juveniles were arrested for criminal damage and awaiting sanctions from Pinal County Juvenile Services.

Citations were issued for speeding, expired registration, vehicles not having mandatory insurance, passing a stop sign and driving without a license.

### **Community Involvement and Education**

Officers conducted 28 directed patrols of the local business and issuing warning citations for parking violations (10) to include (7) field interviews. FPD has been conducting stationary surveillance on various locations to determine narcotic activity. Beat #2 officers conducted 17 separate investigations regarding suspicious activity.

### **Special Events**

4<sup>th</sup> of July: Heritage Park

### **Upcoming Special Events**

None

### **Significant Calls for Service**

Officers responded to a two-car accident on State Route 287/Main Street. FPD arrived on scene and determined the male driver in Vehicle #1 failed to control speed to avoid a collision. The driver was also was operating a motor vehicle on a revoked license. The vehicle was towed for 30 days per statute.

Fight reported at Main Street Park located at 700 South Main Street. FPD arrived on scene and determined an altercation took place as a male subject was recently released from Arizona Department of Corrections and the assailant stated he molested her son and was convicted. All family members involved in the incident left the park and disorderly conduct charges were sent to the Town Attorney for review.

Traffic Stop conducted in the area of State Route 287 and Campbell Road. During the stop, the driver was operating a motor vehicle on a suspended license to include having three outstanding warrants issued out various jurisdictions. The subject was arrested, processed and booked into Pinal County Sheriff's Office Adult Detention Center without incident.

### **Training**

FPD Officers were provided information on local events to including providing them with daily briefings on recent intelligence. The K9 officer attended Arizona Narcotics Officer Association seminar. Firearms qualifications took place during the month.





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## Monthly Activities

For the month of July, the total calls for service was 388, compared to 280 in June. A 38.57 % increase. No influx of major crime. A total of 123 directed patrols were conducted.

The Juvenile Detention Log was completed as required by state law. The Florence Police department detained one juvenile for the month of July.

The speed signs logged the following data:

- No data was obtained due to computer issues. The portable speed sign #2 is at Florence Heights. Trailer #3 was placed on Adamsville Road by the hospital.

For the month of July, traffic enforcement in beat three consisted of 196 traffic offenses, with 30 citations, and 48 violations

## Community Involvement and Education

Beat 3 officers continue to look for code enforcement violations and enforced 34 parking violations.

## Special Events

4<sup>th</sup> of July: Heritage Park

## Upcoming Special Events

None

## Significant Calls for Service

N. Hunt Hwy - Officers contacted a 25-year-old female who was possibly in distress inside the store. The female was disorientated and confused. She was transported to Ironwood Hospital for evaluation. Later in the morning, the hospital called and advised the female was claiming to have been sexually assaulted in Florence. This case is still under investigation. They have a person of interest in this case.

Hunt Hwy – A 41-year-old female was cited and released as she attempted to take bottles of alcohol and numerous other items. She attempted to return the items she did not pay for and placed other items in a bag to conceal them.

N. Brigadier Ct. – Florence PD received a call from Mesa PD in reference to a 2001 Ford van they were out with that could possibly be stolen. The officers contacted the victims and that is when they discovered their van to be missing. Mesa PD arrested a w/m for vehicle theft. The van was recovered and has a value of \$10,000.

N. Hunt Hwy – Unknown subject cut a pad lock from a metal cage in the back of the restaurant and took 7 propane bottles. No suspects or witnesses. Propane bottles valued at \$336. No suspects or witnesses.

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W. Noble Prairie Way – The victim had his 2018 Toyota Camry parked in his driveway unlocked. An unknown subject entered the vehicle and removed a garage door opener. Nothing else was taken. Opener valued at \$15. No suspects or witnesses.

Fatal accident – On July 2019 officers responded to a vehicle accident on Attaway Road by Twin Butte lane. Upon arrival they noticed a semi-truck in the roadway facing northbound, and a 2016 Jeep upside down laying against a power pole that was broken. Inside the vehicle was a female occupant that was trapped. Once the female was extricated, she was flown to Chandler Hospital where she later died of her injuries. The female was 34 years of age. Impairment was involved. The female was traveling south on Attaway Road and went into the northbound lane and struck the rear tire of the semi-trailer causing her to lose control and roll the vehicle into the power pole. Driver of semi was not at fault.

### **Training**

Officer uniforms were inspected this month, with no discrepancies noted. Firearms qualifications took place during the month.

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## **K-9 Unit**

How many officers assigned to K-9 Unit: 1 - K-9 Murphy

Total number of vehicle stops: 7

Total number of K-9 utilizations: 0

Total number of vehicle hand searches: 0

Total amount of narcotic seizures in weight: 0 grams

Type of drug:	None	Weight:	0
Type of drug:	None	# of items:	0

### Monthly Activity:

Officer Murphy attended weekly K9 detection along with the Pinal County Sheriff's Office K9 Training Unit. Officer Murphy's service dog Rexo, detected marijuana, cocaine, methamphetamine and heroin without incident. Officer Murphy is certified through the (NCAT) National Canine Audit Tracking Systems using K9 Rexo.

During the month of July, Officer Murphy self-initiated (7) cases which included vehicle stops, field interviews and on-view activity. Officer Murphy attended the Arizona Narcotic Task Force seminar located in Phoenix, AZ for a week. During this training, updated narcotic trends and analysis was provided by multiple instructors.

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## **Volunteers**

The Florence volunteers put in a total of 114.50 hours for the month of July. There was a total of 6 volunteers that donated their time this month. The Victim Services Unit was not utilized this month. The volunteers continue to assist the police department with fingerprinting, funeral escorts, and any special events hosted by the Town of Florence. The volunteer program is actively involved in house watches, school zones and business checks. There was one 3511 Impound Hearing this month, conducted by a volunteer. The vehicle was released to a tow company, and \$150 fee was collected.

## **Grants**

Began final quarter for GOHS. Scheduled DUI Task Force for Labor Day weekend. Scheduling more details throughout August to exhaust all remaining funds prior to end of September.

The following are statistics reported to GOHS for both special events and sustained (regular) activity:

Total citations for the month: 147

Total traffic contacts for the month: 681

Type of Citation	Total Number of Citations
Civil traffic	115
Criminal traffic	20
DUI	0
DUI drugs	0
Other (CT, CR, CV)	12

## **Training**

Efforts are continually made by the training staff to incorporate and provide quality training to all FPD officers. FPD staff has worked diligently to reduce training costs by providing required internal training.

## **Traffic**

Total number of citations issued for the department: 53 for 90 violations

## **Directed Patrol**

The Police Department conducted 357 directed patrols during the month. Directed patrols are a proactive, police-initiated, approach which focuses patrol resources on the places with highest risks of serious crime to increase crime prevention. Statistics have proven that an increased pro-active patrol in high crime areas has decreased crimes.

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Officers and Volunteers working the 4<sup>th</sup> of July Event at Heritage Park – Look at those smiles 😊 Happy 4<sup>th</sup> of July!





# TOWN OF FLORENCE

## PUBLIC WORKS DEPARTMENT

444 N. Warner Street

Florence, AZ 85132

Office: 520-868-7614

FAX: 520-868-7546

# MEMO

**MEETING DATE:** September 3, 2019

**STAFF PRESENTER:** Christopher A. Salas, Development Services Director/Town Engineer

**SUBJECT:** Staff Report

### Cemetery Division:

#### Monthly Activity

- Inquiries – 3
- Burials - 3
- Lots Sold – 1
- Spaces – 1

### Engineering Division:

#### APS Solar Covered Parking

- Submitted Library/Community Center design proposal for FY'19 consideration
- Would allow APS to construct a 108-space car covered parking area, roof being made of solar panels. Approximate kW yield is 270 kW
- Funding for FY'19 exhausted, but still in que for FY'20 per APS

#### Cox Irrigation Ditch

- Final design modified (lengthened) from original EPS design spec to meet land user inputs
- NRCS (National Resource Conservation Service) provided GPS survey data
- Dennis Bagnall provided bid to build berm for V-ditch and access road grading
- Hunter Ditch Lining to provide bid for concrete V-ditch
- Awaiting go/no-go status from management
- Town has received appraisal for the parcels owned by the majority property owner

#### SCIDD Canal Sunrise Estates

- SCIDD performed aerial survey (UAV) early December, pending survey results to determine Towns participation in resolving severe erosion issues – nothing new to report
- Approximately 700 cubic yards of soil acquired from FUDS baseball field project and placed on Langley 3 property for use as backfill
- 9/3/2019 – no change

## **SCIDD Diversion Dam/Florence Canal**

- Informational meeting with SCIDD on 6/20/19
- Town utilities (water/sewer) will need to be relocated on three (3) bridges
- Town in possession of GCE construction plans for “Reach 2” of Florence Canal
- Town to get quotes for comparison against GCE quotes to relocate utilities
- Next GCE/ADOT/TOF meeting scheduled for 22 August 2019 at 1000 hours at Library

## **CAG EPC (Environmental Protection Committee)**

- August 2019 cancelled

## **Facilities Maintenance:**

- **Brunenkant**
  - Fire alarm components to connect Fitness center installed 8-9-19. Start up pending
- **Town Hall**
  - West Lobby AC unit has been replaced
  - Waiting on proposals for replacing the East Lobby AC unit
  - Several of the AC units on Town Hall are reaching life expectancy
  - Researching long term solutions to improve several issue Town Hall has been experiencing over the years
- **Senior Center**
  - Southwest room has been painted
- **Community Services Building / Library**
  - 2 leaks repaired from last rain
- **Fire Station #1**
  - Cooler motors and pumps replaced. CIP new roof proposed
- **Fire Station #2**
  - Backflow device received - to be installed before the end of the month
- **Fitness Center**
  - Proactive Maintenance walkthrough in progress.
- **Police Department**
  - Proactive Maintenance walkthrough completed
- **Silver King**



- Balcony decking/handrails and West patio completed
- Meeting with Swan Architects 8-16-19 to review egress issues

- **South Wastewater Treatment Plant**

- Gathering a quote to change all exterior locks to single key

**Fleet Services:**

**Monthly Work Orders**

- Preventative Maintenance (PM's) – 10
- Other Services – 31
- Total vehicles serviced – 41

**Streets (HURF) Division:**

**Roads**

- Prepping for Chip Seal
- Patch potholes
- Blading roads and drainage ditches

**Water Division:**

**SCADA Upgrade**

- To coordinate between well sites
- Fill tanks at night for energy savings
- Need operational plans and programming

**Wells**

- Tie-in Well 2B to distribution system
- New sand filter at Well 2B
- Well #5 – painting exterior wall
- Well #5 - working with Coolidge Engine & Pump to video well

**WELL WATER LEVELS (IN FEET) – 2019 – YTD Average = 230'**

Well #	Well ID	JAN	FEB	MAR	APR	MAY	JUN	JUL
1	ADWR - 55-610432	205	204	205	205	203	203	204
2B	ADWR - 55-610433	N/A	N/A	N/A	N/A	N/A	N/A	N/A
3B	ADWR - 55-215446	219	218	218	218	225	226	221
4	ADWR - 55-619533	N/A	N/A	N/A	N/A	220	220	220
5	ADWR - 55-619534	277	282	274	281	265	242	243
<b>MONTHLY AVERAGE</b>		<b>234</b>	<b>235</b>	<b>232</b>	<b>235</b>	<b>228</b>	<b>223</b>	<b>222</b>

**Wastewater Division:**

## **South Wastewater Treatment Plant**

- Discussions on amendment to permit to go to chlorine primarily
- Process options to replace current SAM units – touring other Town / City sites
- Procurement – comparing weed control options
- Updated plant round sheets

## **North Wastewater Treatment Plant**

- Procurement – comparing weed control options
- Refurbish recharge ponds – in-house
- Procurement – influent pumps on generator power as back-up
- Rebuilding upper clarifier to begin September – Vendor Ellison-Mills
- Updated plant round sheets

## **Sanitation:**

### **RAD Service Orders**

- Town 55 pickups of bulk trash
- Florence Gardens 50 pickups of bulk trash
- Anthem had 106 pickups of bulk trash

## **Capital Improvement Projects:**

### **CIP GG-25 - Silver King Balcony Repairs**

- Motley Design Group – egress designs - Complete
  - Electric
  - Fire suppression
  - Door hardware
- Budgetary figures for repairs and deck surface have been received with exception of optional budgetary figures for stamped/colored concrete for west deck
- 4.25.2019 – Advertised Formal Bid

### **CIP GG-26 - Signal Light @ SR79 & Hunt Highway**

- ADOT Traffic study is complete
- Met with ADOT to discuss project options
- ADOT is using CMAR Process, Contractor selected, but designer has not been selected

### **CIP GG-29 – Territory Square Expansion – Phase 1**

- Extend 8” waterline within Main Street @ Town Hall
- Funds not available until FY 19/20
- Confirmed on budget 19/20

### **CIP PSP-18 - HVAC @ Police Department**

- Three units replaced after failures in FY16/17, remaining two are newer and are not scheduled for replacement in 17/18

### **CIP SU-06 – Wastewater Main Extensions & Replacements**

- Budget is to allow for unplanned repairs
- Currently – no scheduled projects
- Budget has been repurposed to pay for the required manhole repairs.

**CIP SU-20 – Recharge Facility**

- Mainly completed – last item is valve key assemblies – in-house

**CIP SU-83 – SCADA Tie-Ins – Wastewater Controls**

- SOW provided 9/13/18
- As of 3/4/19 – Under review, searching for alternatives
- 9/3/2019 no update

**CIP SU-85 - Recharge Permitting & Design**

- ADEQ Permit in process

**CIP SU-88 – SWWTP Expansion Headworks**

- 10/19/18 – Construction documents to be submitted
- Meeting with Engineering consultant and town – plans review - Complete
- Plan revisions necessary – working with Hazen & Sawyer
- 9/3/2019 – no updates

**CIP T-12 – Butte Avenue Bridge Replacement**

- 11/9 Certified letter to all utilities
- On-going – Feasibility Study
- Trying to find funding sources

**CIP T-14 – Roundabout / Intersection Improvement SR 79B & SR287**

- MAG close out funds
- Design concept report completed
- Presentation at future council meeting and (JPA) Joint Project Agreement will be going to council for approval 5/20/2019
- Engineer has been selected by ADOT. Scoping meeting scheduled for August 20<sup>th</sup>.

**CIP T-28 – Hunt Highway Fire Station #2 Traffic Signal / Turn Lane**

- 1<sup>st</sup> Phase design completed & reviewed
- Design Complete
- Contractor has been selected. Item to be on a September Council Meeting for approval.

**CIP T-41 – Pinal Street Drainage (aka Main Street Butte to Ruggles Ditch)**

- Formal bidding process followed
- Notice to Proceed and project started by T Y Lin
- Design underway

**CIP T-60 - E. 1st Street Pavement (HURF Bond)**

- Project 99% complete, pending closeout and warranty finalization

**CIP WU-23 - 2B Outfitting**

- Tie-in Well 2B to distribution system
- New sand filter at Well 2B
- Ellison-Mills to complete work

**CIP WU-25 – Water Line Relocation**

- Relocate 12” water line outside of INS property
- Funds not available until FY 22/23

**CIP WU-74 – Transmission Line & Pressure Zones**

- Report on feasibility of project and pump curves
- Project still being scoped
- Alternatives being evaluated

**CIP WU-83 – Downtown 12” Loop (CBDG)**

- Phase 1, 2a, 2b and 3a are completed
- Phase 3b – Awarded to Ellison-Mills to complete the loop

**CIP WU-85 – Hydrant Replacement**

- Replace aging fire hydrants
- Cooperative utilized for parts Fortiline & Ferguson
- Work being completed in-house
- Project is on-going

**CIP WU-86 – 8” Line Extension (410 feet) Willow to High School**

- 7/1/2018 – Project ON HOLD until 3<sup>rd</sup> quarter FY 18/19
- 9/3/19 No update

**CIP WU-88 – Well Preservation (Well #5)**

- Ongoing